



CITY OF UHLAND

Notice and Agenda of Umland City Council Regular Meeting

Wednesday, March 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/88035633256?pwd=VVpGSHFMLzBvaGZuUXRzUnFYVVBIZz09>

Meeting ID: 880 3563 3256

Passcode: 281368

One tap mobile

+13462487799,,88035633256#,,,,*281368# US (Houston)

+12532158782,,88035633256#,,,,*281368# US (Tacoma)

Dial by your location

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 669 900 9128 US (San Jose)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 880 3563 3256

Passcode: 281368

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

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. February 3, 2021 Regular City Council Meeting Minutes
2. Financials of January 2021

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

F. CITY STAFF REPORTS

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

- Gristmill Highlands - Traffic controls update.
- May 2021 General Election - update
- Millcreek Subdivision - Traffic controls
- Special Called Meeting - March 10, 2021 – Watermill PID - P3Works present the feasibility report.
- Caldwell / Hays ESD No. 1 - tour for the Neiderwald Station.

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 – Staff update
2. County Line Special Utility District - Franchise Agreement

H. DISCUSSION AND POSSIBLE ACTION ITEMS

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

1. Ordinance providing for the participation in the Texas Municipal Retirement System and the supplemental death benefits fund (TMRS), and to make current service and prior service contributions.
2. SH 21– Cuatro Consultants / SH 21 Committee
 - a. SH 21 - Committee update
 - b. Letter to Tx DOT - notification of SH 21 access requests and other SH21 initiatives.
 - c. Survey for Uhland residence on SH 21 safety.
3. 2021-22 Community Development Fund Grants procurement – Grant Administration Contract.
4. Haney Tract - Municipal Utility District.
5. Millcreek Phase 3 - Final Plat – 911 addressing correction.
6. Rocky Road Ranch Subdivision – Preliminary Plat
7. Rocky Road Ranch Subdivision – Final Plat
8. Setting a new “Special City Council” meeting date for “Public Improvement Districts” to be the second Wednesday of each month.
9. The Knight Law Firm, LLP legal services agreement - Amendment
10. Wayside Development
 - a. Deposit and Reimbursement Agreement.
 - b. Consult with legal counsel regarding the proposed Wayside Public Improvement District – Paige Saenz, Executive Session.
11. Request for Qualifications (RFQ) for bond counsel – Authorize staff to issue request for qualifications.
12. Request for Qualifications (RFQ) Financial Advisor - Award contract for financial services and authorize negotiation of financial services agreement.
13. Amending budget to give “Uhland Assistant” a pay raise.

14. City Attorney Legal Contract - Amy Akers

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.

 Posted: February 26, 2021 at 11:58 a.m./p.m.

Karen Gallaher, City Administrator

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.



CITY OF UHLAND

Minutes 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:

A. CALL TO ORDER on a Zoom Meeting at

1. Roll Call
Present: Mayor Hunt, Naomi Schrock, Daniel Heideman, Jessica Hodge, Brian Heideman. Mark Garonzik was absent
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

Motion made by Brian Heideman to approve the consent agenda seconded by Jessica Hodge, 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. Caldwell / Hays Emergency Service District update

Ken Bailey spoke about the newly remodeled Fire Station located in Neiderwald and about future Fire Stations for quicker response times.

2. County Line SUD Monthly Report

Daniel Heideman, General Manager gave the update for CLSUD.

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
Kimberly Weatherford updated council on reaching out to the Post Master at USPS in Kyle. Kimberly is still pending a call back from the Post Master but will reach out to them again regarding the Cluster Mailboxes for Uhland 58.

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

Motion was made by Naomi Schrock that based upon the personnel matters presented and discussed in executive session, the City Council make an affirmative finding of a lack in confidence of Traci McGinley to continue to serve as the City Secretary for the City of Uhland, and to remove Traci McGinley from office as the City of Uhland's City Secretary, and to terminate Traci McGinley's employment with the City for incompetence, excessive absences and failure to return to work. Seconded by Daniel Heideman, all ayes

- ii. Repeal of Ordinance No. 247

Motion was made by Naomi Schrock to repeal ordinance# 247. Seconded by Brian Heideman, all ayes

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

No discussion in open session and no action.

3. SH 21 - Hays County Survey – Cuatro Consultants

Hugo with Cuatro Consultants started conducting regular meetings. Hugo related that TXDOT and that the County hadn't coordinated on the corridor alignments. Hugo stated that TXDOT is short on funding for the corridor realignments. Hugo stated that the realignment on Hwy 21 on the western side is not something that can be recommended. His recommendation was to look at the short-term goals and keeping alignment safe. TXDOT informed Hugo that the Transportation Consultants have been way behind on producing their work due to COVID. Pending results from the TIA's. Hugo stated that Cuatro Consultants would complete the Survey and questionnaire. Hugo asked Karen to email the survey to council for any and all feedback.

4. Traffic Controls in Gristmill Highlands – Grist Mill Highlands HOA President and Cuatro Consultants.

Shawn Kirkpatrick, President of the Gristmill Highlands HOA has ordered (3) permanent children at play signs to place throughout the community. The signs are on backorder. HOA has periodically emailed residents' reminders to slow down in the community. Speed bumps were requested but with emergency vehicles Fire Department, EMS, and police vehicles it's been determined that the speed bumps are tearing up their service vehicles. Hugo with Cuatro Consultants agrees with Shawn on not installing the speed bumps. Hugo was on site doing an inspection and made small list of items that need to be taking care of. Hugo requested to change the speed limit signs and put up children at play signs to help the speeding in the community. Brian Heideman asked for clarification on lowering the speed limit signs - "In the December meeting council was told that they could lower the speed limit signs without a traffic survey done and then they were told that they couldn't lower the speed limit signs without a traffic survey done." Brian Heideman also requested that maybe calling the Hays police department to help with speeders. Legal stated that The City of Umland can lower the speed limit signs without a traffic study down to 25 mph. Jessica Hodge stated that it still feels fast to drive 25 mph throughout the community. Brian stated that he would reach out to Hays police department to maybe amp up the patrolling in Gristmill Highlands community. Legal also recommended to take a comprehensive survey of all the cities roads that the city is responsible for, all of the speed limits on all those roads and adopt an ordinance adopting all of those speed limits. Brian Heideman made a motion on lowering the speed limit signs to 25 mph in Gristmill Highlands subdivision and the Millcreek subdivision. Seconded by Jessica Hodge. Motion was retracted by Brian Heideman due to the City Administrator stating that Millcreek isn't on the agenda. Brian Heideman made a motion to lowering the speed limit signs to 25 mph in Gristmill Highlands on Gustaf Trail and its entirety, Ella Marie Circle and its entirety, Wilma Pass and its

entirety, Lena Lane and its entirety, Adeline Lane and its entirety, and Wilhem Way and its entirety. Seconded by Jessica Hodge, all ayes

5. City of Umland Meetings & Agenda Policy – Yearly calendar for Development Submittal and Pre-Development Meetings – City Staff

Karen presented new quarterly meeting and agenda calendars for Staff pre-development meetings and for Application Submittal meetings. Motion was made by Naomi Schrock, seconded by Jessica Hodge, all ayes

6. City Attorney Contract – Amy Akers

i. Review/Amend Contract

City Administrator stated that The City of Umland is paying a lot of overage hours due to the growth of Umland. Options were to add extra hours or go out for RFQ's. Wanted to present to Council to give time to review. Legal stated that the average of hours was 22 hours per month. New Contract has a savings of \$550.00 a month. Brian Heideman asked if Council should discuss renewing contract without Legal involved. Current contract doesn't end until September 2021. Motion was made to table the amendment to review Legal contract by Jessica Hodge, Seconded by Brian Heideman, all ayes

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 @ 8:47 p.m.

CERTIFICATION

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

_____ Posted: _____, 2021 at _____ a.m. / p.m.
Karen Gallaher, City Administrator

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.

City of Uhland

Balance Sheet As of January 31, 2021

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
10000 City of Uhland Checking	562,218.51
10001 Uhland Money Market Account	48,284.52
10002 Uhland Construction Account	100.00
10003 Uhland Debit Card Account	86.52
10004 TexSTAR Checking	551,284.60
10099 Petty Cash	280.52
Total Bank Accounts	\$1,162,254.67
Accounts Receivable	
12000 Accounts Receivable (A/R)	12,699.21
Total Accounts Receivable	\$12,699.21
Other Current Assets	
12501 Texas Comptroller Reserves	610.44
Total Other Current Assets	\$610.44
Total Current Assets	\$1,175,564.32
Fixed Assets	
17001 Machinery & Equipment	21,350.00
Total Fixed Assets	\$21,350.00
TOTAL ASSETS	\$1,196,914.32
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable (A/P)	7,872.88
Total Accounts Payable	\$7,872.88
Credit Cards	
20501 A/P - Fuelman Mastercard	1,803.49
20503 A/P - Lowes	149.06
Total Credit Cards	\$1,952.55
Other Current Liabilities	
20700 A/P - Jimmy McClintock	34,499.75
22500 Sales Tax Payable	1,000.31
23000 EDC Sales Tax Income Payable	15,234.32
Total Other Current Liabilities	\$50,734.38
Total Current Liabilities	\$60,559.81
Total Liabilities	\$60,559.81
Equity	
30000 Retained Earnings	738,068.57
30001 Opening Balance Equity	118,651.59

City of Umland

Balance Sheet

As of January 31, 2021

	TOTAL
Net Income	279,634.35
Total Equity	\$1,136,354.51
TOTAL LIABILITIES AND EQUITY	\$1,196,914.32

City of Umland

Income Statement

January 2021

	TOTAL		
	JAN 2021	OCT 2020 - JAN 2021 (YTD)	% OF INCOME
Income			
40010 AD Valorem - Caldwell County	4,925.03	21,565.98	1.38 %
40011 AD Valorem - Hays County	49,850.70	52,696.07	14.00 %
40050 Sales Tax Revenue	46,699.43	168,354.99	13.12 %
40100 Building Permit Income	100,774.92	163,673.83	28.31 %
40102 OSSF Residential		410.00	
40105 Transportation Fees - Millcreek	49,120.00	50,348.00	13.80 %
40106 Transportation Fee - KB Homes		23,332.00	
40150 Subdivision Income	42,565.00	42,565.00	11.96 %
40155 Billable Expense Income	1,118.00	18,545.01	0.31 %
40200 Solid Waste Services	18,856.58	62,173.56	5.30 %
40201 Franchise Fees	28,775.27	30,984.86	8.08 %
40202 Solid Waste Services - Restoration/Late Fee		712.95	
40500 Administration Fee Income	7,794.49	11,525.69	2.19 %
40550 Merchant Processing Fee Income	5,443.80	6,115.82	1.53 %
40900 Interest Income	47.19	199.40	0.01 %
Total Income	\$355,970.41	\$653,203.16	100.00 %
Cost of Goods Sold			
50050 Sales Tax Income - State Service Fees	934.34	3,368.53	0.26 %
50051 EDC Sales Tax Income Transfers	15,243.32	54,947.71	4.28 %
50155 Billable Expenses	273.45	22,311.26	0.08 %
Total Cost of Goods Sold	\$16,451.11	\$80,627.50	4.62 %
GROSS PROFIT	\$339,519.30	\$572,575.66	95.38 %
Expenses			
60051 Computer Expense & Repair	2,971.98	13,742.71	0.83 %
60053 Continuing Education/Training	(95.00)	490.00	(0.03 %)
60055 Contract Labor	24,859.75	45,499.75	6.98 %
60057 Dues Licenses & Subscriptions		426.95	
60059 Employee Morale		331.72	
60063 Fees - Bookkeeping	593.40	2,373.60	0.17 %
60065 Fees - Consulting	3,756.75	4,356.75	1.06 %
60071 Fees - Legal	1,000.00	19,560.00	0.28 %
60072 Fees - Meetings	58.47	317.12	0.02 %
60075 Fees - Professional	4,077.83	9,431.80	1.15 %
60078 Fees - Property Tax Collection		1,423.92	
60079 Fees - Waste Collection	10,957.00	40,482.72	3.08 %
60090 INS - Liability		7,838.04	
60091 INS - Employee Benefit Insurance	4,103.60	18,423.15	1.15 %
70020 Bank Charges	70.28	210.50	0.02 %
70030 Merchant Service Fees	235.24	1,081.17	0.07 %
70056 Marketing - Website	68.51	68.51	0.02 %
70060 Meals Expense		22.76	

City of Uhland

Income Statement

January 2021

	TOTAL		
	JAN 2021	OCT 2020 - JAN 2021 (YTD)	% OF INCOME
70065 Postage	7.00	1,550.60	0.00 %
70070 Rent - Janitorial Equipment		636.00	
70074 Public Works Expenses			
70075 Public Works - Streets	231.70	4,537.49	0.07 %
70079 Uniforms		169.98	
70080 Small Equipment & Tools < \$2,500		770.31	
70083 Fuel	173.57	665.59	0.05 %
Total 70074 Public Works Expenses	405.27	6,143.37	0.11 %
70090 Payroll - Expenses			
70091 Payroll - Salaries			
70092 Payroll - Salaries - City Administrator	5,916.04	32,135.99	1.66 %
70094 Payroll - Salaries - City Clerk	4,230.40	20,345.58	1.19 %
70095 Payroll - Salaries - Office Assistant	2,565.83	8,970.83	0.72 %
70096 Payroll - Salaries - Public Works Lead	4,288.48	20,896.65	1.20 %
70097 Payroll - Salaries - Public Works	2,868.48	12,845.49	0.81 %
Total 70091 Payroll - Salaries	19,869.23	95,194.54	5.58 %
70200 Payroll - Taxes	1,519.98	7,282.38	0.43 %
70210 Payroll - Service Fees	123.65	498.87	0.03 %
Total 70090 Payroll - Expenses	21,512.86	102,975.79	6.04 %
70099 Payroll Benefits			
70100 Payroll - Cell Phone Stipend	287.76	1,296.72	0.08 %
Total 70099 Payroll Benefits	287.76	1,296.72	0.08 %
70300 Supplies - Office	552.59	9,654.89	0.16 %
70302 Supplies - Maintenance/Community Center		475.82	
70400 Telephone & Internet	245.82	971.20	0.07 %
70450 Travel - Mileage Reimbursements	40.25	275.68	0.01 %
70500 Utilities	441.23	1,927.02	0.12 %
Total Expenses	\$76,150.59	\$291,988.26	21.39 %
NET OPERATING INCOME	\$263,368.71	\$280,587.40	73.99 %
Other Income			
80090 Income - Other	101.54	156.45	0.03 %
80100 Grant Income		14,222.20	
Total Other Income	\$101.54	\$14,378.65	0.03 %
Other Expenses			
80101 Grant Expense		15,331.70	
Total Other Expenses	\$0.00	\$15,331.70	0.00%
NET OTHER INCOME	\$101.54	\$(953.05)	0.03 %
NET INCOME	\$263,470.25	\$279,634.35	74.01 %

City of Uhland
Income Statement by Class
January 2021

	ADMINISTRATION	BUILDING PERMITS	EDC UHLAND	FUTURE ROADWAY IMPACT FEES	PUBLIC WORKS	SUBDIVISION	WASTE MANAGEMENT	TOTAL
Income								
40010 AD Valorem - Caldwell County					4,925.03			\$4,925.03
40011 AD Valorem - Hays County					49,850.70			\$49,850.70
40050 Sales Tax Revenue	15,572.33		15,554.77		15,572.33			\$46,699.43
40100 Building Permit Income		100,774.92						\$100,774.92
40105 Transportation Fees - Millcreek				49,120.00				\$49,120.00
40150 Subdivision Income						42,565.00		\$42,565.00
40155 Billable Expense Income						1,118.00		\$1,118.00
40200 Solid Waste Services							18,856.58	\$18,856.58
40201 Franchise Fees	28,775.27							\$28,775.27
40500 Administration Fee Income	7,794.49							\$7,794.49
40550 Merchant Processing Fee Income		5,443.80						\$5,443.80
40900 Interest Income	47.19							\$47.19
Total Income	\$52,189.28	\$108,218.72	\$15,554.77	\$49,120.00	\$70,348.06	\$43,683.00	\$18,856.58	\$355,970.41
Cost of Goods Sold								
50050 Sales Tax Income - State Service Fees	311.44		311.45		311.45			\$934.34
50051 EDC Sales Tax Income Transfers			15,243.32					\$15,243.32
50155 Billable Expenses						273.45		\$273.45
Total Cost of Goods Sold	\$311.44	\$0.00	\$15,554.77	\$0.00	\$311.45	\$273.45	\$0.00	\$16,451.11
GROSS PROFIT	\$51,877.84	\$108,218.72	\$0.00	\$49,120.00	\$70,036.61	\$43,409.55	\$18,856.58	\$339,519.30
Expenses								
60051 Computer Expense & Repair	2,971.98							\$2,971.98
60053 Continuing Education/Training	(95.00)							\$ (95.00)
60055 Contract Labor		24,859.75						\$24,859.75
60063 Fees - Bookkeeping	593.40							\$593.40
60065 Fees - Consulting	1,555.92					2,200.83		\$3,756.75
60071 Fees - Legal	1,000.00							\$1,000.00
60072 Fees - Meetings	58.47							\$58.47
60075 Fees - Professional	841.59					3,180.35	55.89	\$4,077.83
60079 Fees - Waste Collection							10,957.00	\$10,957.00
60091 INS - Employee Benefit Insurance	2,444.18				1,659.42			\$4,103.60
70020 Bank Charges	39.97						30.31	\$70.28
70030 Merchant Service Fees		235.24						\$235.24
70056 Marketing - Website	68.51							\$68.51
70065 Postage	7.00							\$7.00
70074 Public Works Expenses								\$0.00
70075 Public Works - Streets					231.70			\$231.70
70083 Fuel					173.57			\$173.57
Total 70074 Public Works Expenses					405.27			\$405.27
70090 Payroll - Expenses								\$0.00
70091 Payroll - Salaries								\$0.00
70092 Payroll - Salaries - City Administrator	5,916.04							\$5,916.04
70094 Payroll - Salaries - City Clerk	4,230.40							\$4,230.40
70095 Payroll - Salaries - Office Assistant	2,565.83							\$2,565.83
70096 Payroll - Salaries - Public Works Lead					4,288.48			\$4,288.48
70097 Payroll - Salaries - Public Works					2,868.48			\$2,868.48
Total 70091 Payroll - Salaries	12,712.27				7,156.96			\$19,869.23
70200 Payroll - Taxes	972.47				547.51			\$1,519.98
70210 Payroll - Service Fees	61.82				61.83			\$123.65
Total 70090 Payroll - Expenses	13,746.56				7,766.30			\$21,512.86
70099 Payroll Benefits								\$0.00
70100 Payroll - Cell Phone Stipend	145.68				142.08			\$287.76
70130 Payroll - Employee Reimbursements	185.93				(185.93)			\$0.00
Total 70099 Payroll Benefits	331.61				(43.85)			\$287.76
70300 Supplies - Office	552.59							\$552.59
70400 Telephone & Internet	245.82							\$245.82
70450 Travel - Mileage Reimbursements	40.25							\$40.25
70500 Utilities	254.92				186.31			\$441.23
Total Expenses	\$24,857.77	\$25,094.99	\$0.00	\$0.00	\$9,973.45	\$5,381.18	\$11,043.20	\$78,150.59
NET OPERATING INCOME	\$27,220.07	\$81,123.73	\$0.00	\$49,120.00	\$60,063.16	\$38,028.37	\$7,813.38	\$263,368.71
Other Income								
80090 Income - Other	96.29						6.26	\$101.54
Total Other Income	\$96.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.26	\$101.54
NET OTHER INCOME	\$96.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.26	\$101.54
NET INCOME	\$27,316.36	\$81,123.73	\$0.00	\$49,120.00	\$60,063.16	\$38,028.37	\$7,819.63	\$263,470.25

City of Umland

Fiscal YTD Income Statement by Class

October 2020 - January 2021

	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						21,565.98				\$21,565.98
40011 AD Valorem - Hays County						52,696.07				\$52,696.07
40050 Sales Tax Revenue	56,142.22			56,070.56						\$168,354.99
40100 Building Permit Income	50.00	163,623.83				56,142.21				\$163,673.83
40102 OSSF Residential		410.00								\$410.00
40105 Transportation Fees - Millcreek					50,348.00					\$50,348.00
40106 Transportation Fee - KB Homes					23,332.00					\$23,332.00
40150 Subdivision Income							42,565.00			\$42,565.00
40155 Billable Expense Income							18,545.01			\$18,545.01
40200 Solid Waste Services									62,173.56	\$62,173.56
40201 Franchise Fees	30,984.86									\$30,984.86
40202 Solid Waste Services - Restoration/Late Fee									712.95	\$712.95
40500 Administration Fee Income	11,475.69	50.00								\$11,525.69
40550 Merchant Processing Fee Income		6,115.82								\$6,115.82
40900 Interest Income	199.40									\$199.40
Total Income	\$98,892.17	\$170,198.05	\$0.00	\$56,070.56	\$73,680.00	\$130,404.29	\$61,110.01	\$0.00	\$62,886.51	\$653,208.16
Cost of Goods Sold										
50050 Sales Tax Income - State Service Fees	1,122.84			1,122.85		1,122.84				\$3,368.53
50051 EDC Sales Tax Income Transfers				54,947.71						\$54,947.71
50155 Billable Expenses	187.11			300.00			21,824.15			\$22,311.26
Total Cost of Goods Sold	\$1,309.95	\$0.00	\$0.00	\$56,370.56	\$0.00	\$1,122.84	\$21,824.15	\$0.00	\$0.00	\$80,527.80
GROSS PROFIT	\$97,582.22	\$170,198.05	\$0.00	\$(300.00)	\$73,680.00	\$129,281.42	\$39,285.86	\$0.00	\$62,886.51	\$572,676.86
Expenses										
60051 Computer Expense & Repair	10,145.67	3,125.04							472.00	\$13,742.71
60053 Continuing Education/Training	490.00									\$490.00
60055 Contract Labor		45,499.75								\$45,499.75
60057 Dues Licenses & Subscriptions	326.95	100.00								\$426.95
60059 Employee Morale	275.33					56.39				\$331.72
60063 Fees - Bookkeeping	2,373.60									\$2,373.60
60065 Fees - Consulting	2,155.92						2,209.83			\$4,365.75
60071 Fees - Legal	19,560.00									\$19,560.00
60072 Fees - Meetings	317.12									\$317.12
60075 Fees - Professional	6,073.79						3,180.35			\$9,431.80
60078 Fees - Property Tax Collection	1,423.92									\$1,423.92
60079 Fees - Waste Collection									40,482.72	\$40,482.72
60090 INS - Liability	7,838.04									\$7,838.04
60091 INS - Employee Benefit Insurance	11,534.63					6,888.52				\$18,423.15
70020 Bank Charges	175.19								35.31	\$210.50
70030 Merchant Service Fees		1,081.17								\$1,081.17
70056 Marketing - Website	68.51									\$68.51
70060 Meals Expense	22.76									\$22.76
70065 Postage	1,550.60									\$1,550.60
70070 Rent - Janitorial Equipment			636.00							\$636.00
70074 Public Works Expenses										\$0.00
70075 Public Works - Streets						4,537.49				\$4,537.49
70079 Uniforms						169.96				\$169.96
70080 Small Equipment & Tools < \$2,500						770.31				\$770.31
70083 Fuel						665.59				\$665.59
Total 70074 Public Works Expenses						6,143.37				\$6,143.37
70090 Payroll - Expenses										\$0.00
70091 Payroll - Salaries										\$0.00
70092 Payroll - Salaries - City Administrator	32,135.99									\$32,135.99
70094 Payroll - Salaries - City Clerk	20,345.58									\$20,345.58
70095 Payroll - Salaries - Office Assistant	8,970.83									\$8,970.83
70096 Payroll - Salaries - Public Works Lead						20,896.65				\$20,896.65
70097 Payroll - Salaries - Public Works						12,845.49				\$12,845.49
Total 70091 Payroll - Salaries	\$1,452.40					\$3,742.14				\$65,184.54
70200 Payroll - Taxes	4,701.09					2,581.29				\$7,282.38
70210 Payroll - Service Fees	249.42					249.45				\$498.87
Total 70090 Payroll - Expenses	\$6,402.91					\$6,572.86				\$102,978.79
70099 Payroll Benefits										\$0.00
70100 Payroll - Cell Phone Stipend	728.40					568.32				\$1,296.72
70130 Payroll - Employee Reimbursements	222.35					(222.35)				\$0.00
Total 70099 Payroll Benefits	\$950.75					\$345.97				\$1,296.72
70300 Supplies - Office	9,649.85					5.04				\$9,654.89
70302 Supplies - Maintenance/Community Center	475.82									\$475.82
70400 Telephone & Internet	971.20									\$971.20
70450 Travel - Mileage Reimbursements	275.68					0.00				\$275.68
70500 Utilities	1,119.24					807.78				\$1,927.02
Total Expenses	\$144,177.48	\$49,805.96	\$636.00	\$0.00	\$0.00	\$60,819.95	\$5,381.18	\$0.00	\$41,187.66	\$291,868.25
NET OPERATING INCOME	\$(46,595.26)	\$120,392.09	\$(636.00)	\$(300.00)	\$73,680.00	\$78,461.47	\$33,904.86	\$0.00	\$21,718.82	\$290,887.40
Other Income										
80090 Income - Other	135.77								20.68	\$156.45
80100 Grant Income								14,222.20		\$14,222.20
Total Other Income	\$135.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,222.20	\$20.68	\$14,378.65
Other Expenses										
80101 Grant Expense								15,331.70		\$15,331.70
Total Other Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,331.70	\$0.00	\$15,331.70
NET OTHER INCOME	\$135.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$(1,109.50)	\$20.68	\$(983.05)
NET INCOME	\$(46,459.49)	\$120,392.09	\$(636.00)	\$(300.00)	\$73,680.00	\$78,461.47	\$33,904.86	\$(1,109.50)	\$21,739.50	\$279,854.35

City of Umland

General Ledger
January 2021

DATE	TRANSACTION NUM TYPE	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
10000	City of Umland Checking							230,438.90
	Beginning Balance							230,438.90
01/01/2021	Expense		TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL			monthly employee insurance	(4,103.60)	226,335.30
01/04/2021	Sales Receipt	3464	MPN < 1500			(MPN) front house deck - 2020-152	94.80	226,430.10
01/04/2021	Sales Receipt	3456	USTI - BATCH PAYMENTS			waste and recycle income	1,753.30	228,183.40
01/04/2021	Sales Receipt	3455	USTI - BATCH PAYMENTS			waste and recycle income	927.27	229,110.67
01/04/2021	Expense		Merchant Services			merchant account for my permit	(10.00)	229,100.67
01/04/2021	Credit Card Credit		Fuelman Fleet Program Master Card		Administration	bill payment	(4,219.96)	224,880.71
01/04/2021	Expense	10919140	WASTE CONNECTION			January 2021 Residential accounts and residential recycle	(7,611.72)	217,268.99
01/04/2021	Expense	10919141	WASTE CONNECTION			January 2021 Commercial accounts	(3,345.28)	213,923.71
01/04/2021	Payment	57785	AUS-TEXVILLAGE HOMES			Harmony Hills - final plats payment	1,909.88	215,843.99
01/04/2021	Payment	2518	KIP KRONENBERG			TK Ranch Pyrrm	366.30	216,209.89
01/04/2021	Expense	28482139	BIZ DOC INC.			monthly printer fee	(81.18)	215,128.71
01/05/2021	Sales Receipt	3458	USTI epay			waste and recycle income	1,297.50	217,426.21
01/05/2021	Sales Receipt	3457	USTI - BATCH PAYMENTS			waste and recycle income	92.31	217,518.52
01/05/2021	Transfer					Transfer to TEX Star	(25,000.00)	192,518.52
01/05/2021	Credit Card Credit		Lowe's		Public Works	Lowe's cc payment	(241.75)	192,276.77
01/05/2021	Expense		BLUEBONNET ELECTRIC			electric bill	(393.80)	191,882.97
01/05/2021	Sales Receipt	3465	MPN < 1500			MPN 2020-1 49 First Road	2,804.70	194,687.67
01/05/2021	Sales Receipt	3459	USTI - BATCH PAYMENTS			waste and recycle income	65.62	194,753.29
01/05/2021	Journal Entry	JE	Lowe's			Correct Lowe's transaction - In-Store Return, not pymt	51.49	194,804.78
01/05/2021	Credit Card Payment					in store credit	(51.49)	194,753.29
01/05/2021	Payment	1275	RANCH ROAD DEVELOPMENT Watermill - PDD and PID Consultants			PID agreement deposit	20,000.00	214,753.29
01/05/2021	Sales Receipt	3460	DR HORTON			SB Permit	69,504.42	284,257.71
01/07/2021	Sales Receipt	3473	DR HORTON			SB Permit	7,493.81	291,751.52
01/07/2021	Sales Receipt	3461	USTI - BATCH PAYMENTS			waste and recycle income	905.68	292,657.18
01/07/2021	Payroll Check	DD		*Traci R. McInty		Pay Period: 12/24/2020-01/06/2021	(1,853.91)	290,803.27
01/07/2021	Payroll Check	DD		Gary D. Gallahe		Pay Period: 12/24/2020-01/06/2021	(1.00)	290,802.27
01/07/2021	Transfer			Kimberly D. Washlerford		Transfer to Tex Star	(25,000.00)	265,802.27
01/07/2021	Payroll Check	DD		Gary D. Gallahe		Pay Period: 12/24/2020-01/06/2021	(1,811.81)	262,918.92
01/07/2021	Payroll Check	DD		Mathew Hodge		Pay Period: 12/24/2020-01/06/2021	(1,260.45)	261,658.47
01/07/2021	Payroll Check	DD		Karen S. Gallahe		Pay Period: 12/24/2020-01/06/2021	(2,484.80)	259,173.67
01/08/2021	Sales Receipt	3462	USTI - BATCH PAYMENTS			waste and recycle income	100.00	259,273.67
01/10/2021	Expense	0103202	Merchant Services			merchant account for my permit	(225.24)	259,048.43
01/11/2021	Sales Receipt	3466	USTI - BATCH PAYMENTS			waste and recycle income	625.61	259,674.04
01/11/2021	Payment	1069	Joel Thornton			Invoice 3441 Payment	77.00	259,751.04
01/11/2021	Deposit		CALDWELL CO APPR			ad valorem income	458.77	260,209.81
01/11/2021	Transfer		HAYS COUNTY APPRASIAL DISTRICT			transfer to TaxStar	(25,000.00)	235,209.81
01/11/2021	Deposit					Ad Valorem - Hays County	49,850.70	285,060.51
01/11/2021	Bill Payment (Check)		Amy Akers				(7,887.50)	277,173.01
01/12/2021	Sales Receipt	3471	USTI epay			Waste and recycle income	1,017.58	278,190.59
01/12/2021	Payment	1620	RH & JS Land Development LLC				5,400.00	283,590.59
01/12/2021	Sales Receipt	3467	USTI epay			waste and recycle income	2,351.45	285,942.04
01/13/2021	Sales Receipt	3469	USTI - BATCH PAYMENTS			waste and recycle income	325.35	286,267.39
01/13/2021	Tax Payment		IRS			Tax Payment for Period: 01/06/2021-01/08/2021	(2,866.72)	283,400.67
01/13/2021	Payment	13873	WEHBE Properties			WEHBE Properties payment	360.00	283,760.67
01/13/2021	Bill Payment (Check)	4571	SW Engineers				(690.00)	283,070.67
01/13/2021	Bill Payment (Check)	4567	Freese and Nichols				(1,851.72)	281,218.95
01/13/2021	Bill Payment (Check)	4572	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY				(100.00)	281,118.95
01/13/2021	Deposit		TEXAS COMPTROLLER			Sales Tax income	45,729.98	327,848.93
01/13/2021	Bill Payment (Check)	4568	GBRA				(1,116.00)	326,732.93
01/13/2021	Bill Payment (Check)	4568	DELTRA SYSTEMS, LLC				(1,562.25)	325,170.68
01/13/2021	Bill Payment (Check)	4569	PATHMARK TRAFFIC PRODUCT				(225.00)	324,945.68
01/13/2021	Bill Payment (Check)	4565	Castro Consultants, LTD.				(1,587.50)	323,358.18
01/13/2021	Deposit		CALDWELL CO APPR			ad valorem income	960.96	324,319.14
01/13/2021	Bill Payment (Check)	4570	RELIABLE TIRE DISPOSAL				(1,675.50)	322,643.64
01/14/2021	Sales Receipt	3474	USTI epay			Waste and recycle income	105.86	322,749.50
01/15/2021	Sales Receipt	3472	USTI - BATCH PAYMENTS			Waste and recycle income	215.31	322,964.81
01/15/2021	Sales Receipt	3464	MPN < 1500			my permit now	393.30	323,358.11
01/15/2021	Sales Receipt	3483	MPN < 1500			my permit now	393.30	323,751.41
01/15/2021	Expense		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS			Waste and recycle sales tax pymt	(1,045.14)	322,706.27
01/15/2021	Deposit		CALDWELL CO APPR			ad valorem income	1,130.56	323,836.83
01/15/2021	Expense	0008761122820	SPECTRUM BUSINESS			January 2021	(245.82)	323,591.01
01/15/2021	Expense		FLNB			NSF	(5.00)	323,586.01
01/15/2021	Expense		FLNB			NSF	(30.31)	323,555.70
01/15/2021	Deposit		PEDERNALES ELECTRIC CO-OP			franchise fee	9,042.10	332,597.80
01/15/2021	Expense	139804185	COUNTY LINE SUD			water bill	(47.43)	332,550.37
01/18/2021	Sales Receipt	3478	DR HORTON			SB Permit	38,251.54	370,801.91
01/19/2021	Sales Receipt	3475	USTI - BATCH PAYMENTS			Waste and recycle income	699.75	371,501.66
01/20/2021	Deposit		BLUEBONNET ELECTRIC			Franchise Fee for 2020	19,669.83	391,171.49
01/20/2021	Sales Receipt	3476	USTI - BATCH PAYMENTS			Waste and recycle income	486.34	391,657.83
01/21/2021	Payroll Check	DD		Kimberly D. Washlerford		Pay Period: 01/07/2021-01/20/2021	(1,245.74)	390,412.09
01/21/2021	Payroll Check	DD		Karen S. Gallahe		Pay Period: 01/07/2021-01/20/2021	(2,484.81)	387,927.28
01/21/2021	Payroll Check	DD		Gary D. Gallahe		Pay Period: 01/07/2021-01/20/2021	(1,562.80)	386,364.48
01/21/2021	Payroll Check	DD		Gary D. Gallahe		Pay Period: 01/07/2021-01/20/2021	(250.00)	386,114.48
01/21/2021	Payroll Check	DD		Mathew Hodge		Pay Period: 01/07/2021-01/20/2021	(1,260.45)	384,854.03
01/21/2021	Payroll Check	DD		*Traci R. McInty		Pay Period: 01/07/2021-01/20/2021	(1,853.91)	382,999.12
01/21/2021	Sales Receipt	3479	USTI epay			Waste and recycle income	553.92	383,553.04
01/22/2021	Sales Receipt	3491	USTI - BATCH PAYMENTS			Waste and recycle income	1,631.87	385,184.91
01/22/2021	Sales Receipt	3481	USTI - BATCH PAYMENTS			Waste and recycle income	1,359.36	386,544.27
01/22/2021	Deposit		CALDWELL CO APPR			ad valorem income	974.21	387,518.48
01/22/2021	Sales Receipt	3480	USTI - BATCH PAYMENTS			Waste and recycle income	579.30	388,097.78
01/22/2021	Payment	1071	TK RANCH			DA payment	15,168.80	403,266.58
01/25/2021	Sales Receipt	3485	USTI - BATCH PAYMENTS			Waste and recycle income	212.49	403,479.07
01/25/2021	Sales Receipt	3482	My Permit Now			my permit fee	263.82	403,742.89
01/25/2021	Payment	1585934	Sun Communities			invoice payment	99,291.45	503,034.34
01/25/2021	Sales Receipt	3489	USTI - BATCH PAYMENTS			Waste and recycle income	438.48	503,472.82
01/25/2021	Deposit		CALDWELL CO APPR			ad valorem income	507.05	503,979.87
01/26/2021	Payment	96	Rocky Road Ranch			Tight Payment	726.00	504,705.87
01/26/2021	Payment	98	Cap Development LLC			Tight Payment	13,740.50	518,446.37
01/26/2021	Payment	96	Rocky Road Subdivision			Tight Payment	154.00	518,600.37
01/26/2021	Sales Receipt	3496	USTI - BATCH PAYMENTS			Waste and recycle income	1,192.73	519,793.10
01/26/2021	Sales Receipt	3492	USTI - BATCH PAYMENTS			Waste and recycle income	133.51	520,926.61
01/26/2021	Deposit		Velocity, A Managed Services Company,			Franchise income	52.95	520,979.56

City of Umland

General Ledger
January 2021

DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMODESCRIPTION	AMOUNT	BALANCE
01/27/2021	Tax Payment		Inc.	IRS			Tax Payment for Period: 01/20/2021-01/22/2021	(2,310.28)	520,308.11
01/27/2021	Deposit						franchise income	10.89	520,319.00
01/27/2021	Sales Receipt	3494	Jive Communications, Inc.				Waste and recycle income	626.79	520,945.49
01/28/2021	Deposit		CALDWELL CO APPR				ad valorem income	350.59	521,296.08
01/28/2021	Sales Receipt	3496	USTI - BATCH PAYMENTS				Waste and recycle income	579.96	521,876.04
01/28/2021	Deposit		CALDWELL CO APPR				ad valorem income	349.43	522,225.47
01/29/2021	Sales Receipt	3498	USTI - BATCH PAYMENTS				Waste and recycle income	621.89	523,847.16
01/29/2021	Sales Receipt	3497	MPH - 1500				(MPH# 2021-15) Roof Carport, 3860 Cotton Gin Road	50.00	523,897.16
01/29/2021	Sales Receipt	3499	USTI - BATCH PAYMENTS				Waste and recycle income	270.47	523,567.83
01/29/2021	Sales Receipt	3501	USTI - BATCH PAYMENTS				Waste and recycle income	476.56	523,844.21
01/29/2021	Sales Receipt	3505	DR HORTON				SB Permit	36,188.03	562,033.24
01/29/2021	Deposit		CALDWELL CO APPR				ad valorem income	170.46	562,203.70
01/31/2021	Deposit			FLNB			interest income	14.81	562,218.51
Total for 10000 City of Umland Checking								6331,779.91	
10001 Umland Money Market Account									
Beginning Balance									
									48,278.37
01/28/2021	Deposit			FLNB				6.15	48,284.52
Total for 10001 Umland Money Market Account								66.15	
10002 Umland Construction Account									
Beginning Balance									
									100.00
Total for 10002 Umland Construction Account									
10003 Umland Debit Card Account									
Beginning Balance									
									81.52
01/28/2021	Expense			FLNB				(5.00)	88.52
Total for 10003 Umland Debit Card Account								8 (5.00)	
10004 TaxSTAR Checking									
Beginning Balance									
									476,258.37
01/05/2021	Transfer						Transfer to TEX Star	25,000.00	501,258.37
01/07/2021	Transfer						Transfer to Tex Star	25,000.00	526,258.37
01/11/2021	Transfer						transfer to TaxStar	25,000.00	551,258.37
01/29/2021	Deposit		TexSTAR					26.23	551,284.60
Total for 10004 TaxSTAR Checking								678,088.23	
10099 Petty Cash									
Beginning Balance									
									260.52
Total for 10099 Petty Cash									
12000 Accounts Receivable (A/R)									
Beginning Balance									
									121,104.85
01/04/2021	Payment	2516	KIP KRONENBERG					(366.30)	120,738.55
01/04/2021	Payment	5785	AUS-TEXVILLAGE HOMES					(1,909.88)	118,828.67
01/06/2021	Payment	1275	RANCH ROAD DEVELOPMENT-Watermill - PDD and PID Consultants					(20,000.00)	98,828.67
01/06/2021	Invoice	3470	RANCH ROAD DEVELOPMENT-Watermill - PDD and PID Consultants					20,000.00	118,828.67
01/08/2021	Invoice	3468	RH & JS Land Development LLC					5,406.69	124,235.36
01/11/2021	Payment	1069	Josh Thornton					(77.00)	124,158.36
01/12/2021	Payment	1620	RH & JS Land Development LLC					(5,400.00)	118,758.36
01/13/2021	Payment	13973	WEMBE Properties					(896.30)	117,878.36
01/22/2021	Payment	1071	TK RANCH					(15,188.00)	102,690.36
01/22/2021	Invoice	3493	TK RANCH				development agreement fee	18,188.00	117,778.36
01/25/2021	Payment	1585994	Sun Communities					(89,261.45)	18,516.91
01/25/2021	Invoice	3490	Lensah Homes					1,118.80	19,635.71
01/25/2021	Invoice	3488	Cap Development LLC					7,397.00	27,033.71
01/25/2021	Invoice	3487	Rocky Road Ranch					66.00	27,099.71
01/25/2021	Invoice	3486	Cap Development LLC					220.00	27,319.71
01/26/2021	Payment	96	Rocky Road Subdivision					(154.00)	27,165.71
01/26/2021	Payment	96	Rocky Road Ranch					(726.00)	26,439.71
01/26/2021	Payment	96	Cap Development LLC					(13,746.50)	12,693.21
Total for 12000 Accounts Receivable (A/R)								8	(106,405.84)
12501 Texas Comptroller Reserves									
Beginning Balance									
									575.33
01/13/2021	Deposit		TEXAS COMPTROLLER				Current Retained - 2/3 City Portion	610.46	1,185.79
01/13/2021	Deposit		TEXAS COMPTROLLER				Prior Retained - 2/3 City Portion	(575.35)	810.44
Total for 12501 Texas Comptroller Reserves								685.11	
17001 Machinery & Equipment									
Beginning Balance									
									21,350.00
Total for 17001 Machinery & Equipment									
20000 Accounts Payable (A/P)									
Beginning Balance									
									10,450.50
01/01/2021	Bill	13421		DELTRA SYSTEMS, LLC			technical support	1,454.25	11,904.75
01/05/2021	Bill	1317889		Freese and Nichols			on call planning services - City of Umland, UHL20761	1,232.87	13,137.42
01/05/2021	Bill	1317290		Freese and Nichols			on call planning services - Honey Tract, UHL20761	719.05	13,856.47
01/07/2021	Bill	201297		SW Engineers			Rocky Road Ranch Subdivision Plan Review	960.00	14,816.47
01/11/2021	Bill Payment (Check)			Amy Akers				(7,887.50)	6,928.97
01/13/2021	Bill Payment (Check)	4571		SW Engineers				(860.00)	5,868.97
01/13/2021	Bill Payment (Check)	4585		Cuatro Consultants, LTD.				(1,587.50)	4,371.47
01/13/2021	Bill Payment (Check)	4589		PATHMARK TRAFFIC PRODUCT				(229.00)	4,142.47
01/13/2021	Bill Payment (Check)	4572		TEXAS COMMISSION ON ENVIRONMENTAL QUALITY				(100.00)	4,042.47
01/13/2021	Bill Payment (Check)	4570		RELIABLE TIRE DISPOSAL				(167.50)	3,874.97
01/13/2021	Bill Payment (Check)	4568		GBRA				(116.00)	3,758.97
01/13/2021	Bill Payment (Check)	4566		DELTRA SYSTEMS, LLC				(1,562.25)	2,196.72
01/13/2021	Bill Payment (Check)	4567		Freese and Nichols				(1,951.72)	245.00
01/20/2021	Bill	1317842		Freese and Nichols			on call planning services - Grisman 88 Acres,	410.89	655.89
01/20/2021	Bill	1317840		Freese and Nichols			on call planning services - City of Umland	323.25	979.14
01/20/2021	Bill	1317841		Freese and Nichols			on call planning services - Honey Tract	410.89	1,390.03
01/25/2021	Bill	01252112		Cuatro Consultants, LTD.			Harmony Hills, Preliminary Plat	898.50	1,988.53
01/25/2021	Bill	13171		DELTRA SYSTEMS, LLC			Quarterly Invoice from October 2020	1,454.25	3,442.78
01/28/2021	Bill	2753		The Knight Law Firm, LLP Attorneys at Law			Grat Mill - Conference Call	125.00	3,567.78
01/28/2021	Bill	2752		The Knight Law Firm, LLP Attorneys at Law			Anderson Mill PID	875.00	4,442.78
01/29/2021	Bill	01252113		Cuatro Consultants, LTD.			Fiberlight: Site Plan Review	234.00	4,676.78
01/29/2021	Bill	01292109		Cuatro Consultants, LTD.			Sullivan Tract: PDD Amendment	400.50	5,077.28
01/29/2021	Bill	01292102		Cuatro Consultants, LTD.			COU - Honey Tract: PID	488.00	5,565.28
01/29/2021	Bill	01292101		Cuatro Consultants, LTD.			ARWA: Site Plan Review	301.50	5,866.78
01/29/2021	Bill	01252114		Cuatro Consultants, LTD.			ARWA: Alignment ROW	499.50	6,366.28
01/29/2021	Bill	01252115		Cuatro Consultants, LTD.			COU: Miconcreek Subdivision Phase 3	1,479.35	7,825.83
01/31/2021	Bill	13600		DELTRA SYSTEMS, LLC			changed email & serviced PC	47.25	7,872.88
Total for 20000 Accounts Payable (A/P)								8 (2,577.68)	
23501 A/P - Fuelman Mastercard									
Beginning Balance									
									4,219.96
01/01/2021	Expense	INV61298484		ZOOM			zoom meeting	15.98	4,235.95

City of Umland

General Ledger
January 2021

DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMODESCRIPTION	AMOUNT	BALANCE
01/04/2021	Credit Card Credit			Fuelman Fleet Program Master Card			Rebate Reference # 01859465	(13.35)	4,222.60
01/04/2021	Credit Card Credit			Fuelman Fleet Program Master Card			Bill Payment	(4,219.96)	2.64
01/05/2021	Expense			WALMART			Black printer ink, oil & oil filters	97.12	96.76
01/06/2021	Expense			WALMART			Lysol Spray	34.82	134.36
01/08/2021	Expense	71428		AMAZON			Carbon Monoxide Alarm	28.03	182.41
01/10/2021	Expense			XBLIVE NETWORKS			cordless phones	300.49	482.90
01/10/2021	Expense			BH BOOKKEEPERS			January Services	593.40	1,056.30
01/11/2021	Expense		POCO LOCO MARKET				fuel	37.58	1,093.88
01/12/2021	Expense			AMAZON			ear plugs	10.39	1,104.27
01/12/2021	Expense			AMAZON			small binder clips	4.89	1,109.16
01/12/2021	Expense			AMAZON			command strips	19.98	1,129.14
01/12/2021	Expense			Home Depot			wash brush and mop	30.91	1,160.05
01/12/2021	Expense			INTUIT			monthly payroll service	123.65	1,283.70
01/14/2021	Expense	179		Chisholm Trail BBQ			meeting with Lawyer	42.48	1,326.18
01/14/2021	Expense	035580	POCO LOCO MARKET				fuel	41.70	1,367.88
01/15/2021	Expense			Fleet dash			Ref # 10152717	29.97	1,397.85
01/17/2021	Expense			Adobe			monthly fee	18.28	1,416.08
01/20/2021	Expense			AMAZON			Charge & Credit	0.00	1,416.08
01/23/2021	Credit Card Credit			TML - Training			CREDIT - TCMA William King Cole I & II Workshop	(85.00)	1,331.08
01/25/2021	Expense			USPS			Certified Letter to Traci McKinley	7.00	1,326.08
01/25/2021	Expense	5925163		HAYS COUNTY CLERK			PDD recorded	141.45	1,467.53
01/26/2021	Expense			BIZ DOC INC.			printer fee overage	15.30	1,482.83
01/27/2021	Expense	7884		CALDWELL COUNTY CLERK			Ordinance# 252 Recorded Rocky Road	132.00	1,614.83
01/27/2021	Expense	8435163		GO DADDY			domain name registrations	58.51	1,673.34
01/28/2021	Expense	037441	POCO LOCO MARKET				fuel	94.29	1,767.63
01/28/2021	Expense	746898		WALMART			supplies	25.86	1,803.48
01/29/2021	Credit Card Credit			AMAZON			gift card	(29.47)	1,774.02
01/29/2021	Credit Card Credit			AMAZON			gift card	(36.88)	1,737.14
01/29/2021	Expense			AMAZON			copy paper	16.59	1,753.73
01/29/2021	Expense			AMAZON			short hand book, 1st edition	29.47	1,783.20
01/29/2021	Expense			AMAZON			folders, legal pads, short hand edbook# 2	36.88	1,820.08
01/29/2021	Credit Card Credit			AMAZON			gift card	(16.59)	1,803.49
Total for 20501 A/P - Fuelman Mastercard								6	(2,416.47)
20503 A/P - Lowes									
Beginning Balance									241.75
01/05/2021	Credit Card Credit			Lowes			monthly bill payment	(241.75)	0.00
01/06/2021	Expense			Lowes			water & cat 6 & credit	129.33	129.33
01/06/2021	Expense			Lowes			cat 6 floor	71.25	200.55
01/06/2021	Credit Card Payment						in store credit	(51.49)	149.06
Total for 20503 A/P - Lowes								3	(92.89)
20700 A/P - Jimmy McClintock									
Beginning Balance									9,540.00
01/06/2021	Journal Entry		Jimmy McClintock				Building Permits Record J McClintock Payable - sales receipt 34602020-164,2020-165,2020-167,2020-168,2020-169,2020-170,2020-171,2020-172,2020-173,2020-174,2020-175,2020-176,2020-177,2020-178,2020-179,2020-180,2020-181,2020-182	10,800.00	20,400.00
01/07/2021	Journal Entry		Jimmy McClintock				Building Permits Record J McClintock Payable - sales receipt 3473,2020-156,2020-163 DR Horton	1,200.00	21,600.00
01/11/2021	Journal Entry		Jimmy McClintock				Building Permits Record J McClintock Payable - sales receipt 3464 <1500	32.40	21,672.40
01/11/2021	Journal Entry		Jimmy McClintock				Building Permits Record J McClintock Payable - sales receipt 3465 <1500	377.35	22,049.75
01/15/2021	Journal Entry		Jimmy McClintock				Building Permits Record J McClintock Payable - sales receipt 3483 150.00 3484 150.00	300.00	22,349.75
01/20/2021	Journal Entry		Jimmy McClintock				Building Permits Record J McClintock Payable - sales receipt 3477	600.00	22,949.75
01/20/2021	Journal Entry		Jimmy McClintock				Building Permits Reverse duplicate J McClintock Payable - sales receipt 3477	(600.00)	22,349.75
01/21/2021	Journal Entry		Jimmy McClintock				Building Permits Record J McClintock Payable - sales receipt 3478	6,000.00	28,349.75
01/21/2021	Journal Entry		Jimmy McClintock				Building Permits Record J McClintock Payable - sales receipt 3478	150.00	28,499.75
01/29/2021	Journal Entry		Jimmy McClintock	MCCLINTOCK CODE REVIEW LLC			Building Permits Record J McClintock Payable - sales receipt 3505	6,000.00	34,499.75
Total for 20700 A/P - Jimmy McClintock								10	394,888.75
22000 Direct Deposit Payable									
01/07/2021	Payroll Check	DD		Kimberly D. Weatherford			Direct Deposit	(1,071.54)	(1,071.54)
01/07/2021	Payroll Check	DD		Matthew Hodge			Pay Period: 12/24/2020-01/06/2021	1,260.45	188.91
01/07/2021	Payroll Check	DD		Matthew Hodge			Direct Deposit	(1,260.45)	(1,071.54)
01/07/2021	Payroll Check	DD		Gary D. Gallaher			Direct Deposit 2	1.00	(1,070.54)
01/07/2021	Payroll Check	DD		Gary D. Gallaher			Direct Deposit	(1,811.81)	(2,882.35)
01/07/2021	Payroll Check	DD		Gary D. Gallaher			Pay Period: 12/24/2020-01/06/2021	1,811.81	(1,070.54)
01/07/2021	Payroll Check	DD		Kimberly D. Weatherford			Pay Period: 12/24/2020-01/06/2021	1,071.54	1.00
01/07/2021	Payroll Check	DD		Karen S. Gallaher			Pay Period: 12/24/2020-01/06/2021	2,484.80	2,485.80
01/07/2021	Payroll Check	DD		Karen S. Gallaher			Direct Deposit	(2,484.80)	1.00
01/07/2021	Payroll Check	DD		Gary D. Gallaher			Direct Deposit	(1.00)	0.00
01/07/2021	Payroll Check	DD		Traci R. McKinley			Pay Period: 12/24/2020-01/06/2021	1,853.91	1,853.91
01/07/2021	Payroll Check	DD		Traci R. McKinley			Direct Deposit	(1,853.91)	0.00
01/21/2021	Payroll Check	DD		Matthew Hodge			Pay Period: 01/07/2021-01/20/2021	1,260.45	1,260.45
01/21/2021	Payroll Check	DD		Matthew Hodge			Direct Deposit	(1,260.45)	0.00
01/21/2021	Payroll Check	DD		Traci R. McKinley			Direct Deposit	(1,853.91)	(1,853.91)
01/21/2021	Payroll Check	DD		Traci R. McKinley			Pay Period: 01/07/2021-01/20/2021	1,853.91	0.00
01/21/2021	Payroll Check	DD		Gary D. Gallaher			Direct Deposit	(250.00)	(250.00)
01/21/2021	Payroll Check	DD		Gary D. Gallaher			Direct Deposit	(1,562.80)	(1,812.80)
01/21/2021	Payroll Check	DD		Karen S. Gallaher			Direct Deposit	(2,484.81)	(4,297.61)
01/21/2021	Payroll Check	DD		Gary D. Gallaher			Direct Deposit 2	250.00	(4,047.61)
01/21/2021	Payroll Check	DD		Gary D. Gallaher			Pay Period: 01/07/2021-01/20/2021	1,562.80	(2,484.81)
01/21/2021	Payroll Check	DD		Kimberly D. Weatherford			Direct Deposit	(1,245.74)	(3,730.55)
01/21/2021	Payroll Check	DD		Kimberly D. Weatherford			Pay Period: 01/07/2021-01/20/2021	1,245.74	(2,484.81)
01/21/2021	Payroll Check	DD		Karen S. Gallaher			Pay Period: 01/07/2021-01/20/2021	2,484.81	0.00
Total for 22000 Direct Deposit Payable								20	80.00
22500 Sales Tax Payable									
Beginning									1,050.39

City of Umland

General Ledger
January 2021

DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMODESCRIPTION	AMOUNT	BALANCE
Balance									
01/15/2021	Expense			TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste Management	Waste and recycle sales tax pmtl	(1,050.99)	0.00
01/31/2021	Journal Entry	JE		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste Management	Record sales tax payable - January	1,000.31	1,000.31
Total for 22500 Sales Tax Payable								\$ (50.68)	
23000 EDC Sales Tax Income Payable									
Beginning Balance									
01/15/2021	Journal Entry	JE		UMLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)		EDC Umland	Record EDC Sales Tax Income Transfer - April	15,243.32	15,294.92
Total for 23000 EDC Sales Tax Income Payable								15,243.32	
24000 Payroll Liabilities									
24001 Payroll - Taxes Federal (941/944)									
01/07/2021	Payroll Check	DD			Matthew Hodge		Federal Taxes (941/944)	319.93	319.93
01/07/2021	Payroll Check	DD			Gary D. Gallaher		Federal Taxes (941/944)	530.06	850.01
01/07/2021	Payroll Check	DD			Kimberly D. Weatherford		Federal Taxes (941/944)	256.68	1,106.69
01/07/2021	Payroll Check	DD			Karen S. Gallaher		Federal Taxes (941/944)	735.93	1,842.62
01/07/2021	Payroll Check	DD			Traci R. McGinley		Federal Taxes (941/944)	423.10	2,265.72
01/13/2021	Tax Payment			IRS			Federal Taxes (941/944)	(2,265.72)	0.00
01/21/2021	Payroll Check	DD			Karen S. Gallaher		Federal Taxes (941/944)	735.91	735.91
01/21/2021	Payroll Check	DD			Gary D. Gallaher		Federal Taxes (941/944)	530.10	1,266.01
01/21/2021	Payroll Check	DD			Kimberly D. Weatherford		Federal Taxes (941/944)	301.24	1,567.25
01/21/2021	Payroll Check	DD			Traci R. McGinley		Federal Taxes (941/944)	423.10	1,990.35
01/21/2021	Payroll Check	DD			Matthew Hodge		Federal Taxes (941/944)	319.93	2,310.28
01/27/2021	Tax Payment			IRS			Federal Taxes (941/944)	(2,310.28)	0.00
Total for 24001 Payroll - Taxes Federal (941/944)								\$0.00	
24003 Payroll - Taxes - SUTA									
01/07/2021	Payroll Check	DD			Traci R. McGinley		TX Unemployment Tax	0.00	0.00
01/21/2021	Payroll Check	DD			Traci R. McGinley		TX Unemployment Tax	0.00	0.00
Total for 24003 Payroll - Taxes - SUTA								\$0.00	
Total for 24000 Payroll Liabilities									
24010 Payroll - Miscellaneous Deduction									
01/07/2021	Payroll Check	DD			Kimberly D. Weatherford		Miscellaneous Deduction	0.00	0.00
01/07/2021	Payroll Check	DD			Gary D. Gallaher		Miscellaneous Deduction	0.00	0.00
01/21/2021	Payroll Check	DD			Kimberly D. Weatherford		City of Umland waste bill	0.00	0.00
Total for 24010 Payroll - Miscellaneous Deduction								\$0.00	
30000 Retained Earnings									
Beginning Balance									
								738,068.57	
Total for 30000 Retained Earnings									
30001 Opening Balance Equity									
Beginning Balance									
								118,651.58	
Total for 30001 Opening Balance Equity									
40010 AD Valorem - Caldwell County									
Beginning Balance									
								16,540.95	
01/11/2021	Deposit		CALDWELL CO APPR			Public Works	ad valorem income	458.77	17,099.72
01/13/2021	Deposit		CALDWELL CO APPR			Public Works	ad valorem income	960.96	18,060.68
01/15/2021	Deposit		CALDWELL CO APPR			Public Works	ad valorem income	1,139.56	19,200.24
01/22/2021	Deposit		CALDWELL CO APPR			Public Works	ad valorem income	974.21	20,194.45
01/25/2021	Deposit		CALDWELL CO APPR			Public Works	ad valorem income	501.05	20,695.50
01/28/2021	Deposit		CALDWELL CO APPR			Public Works	ad valorem income	350.59	21,046.09
01/28/2021	Deposit		CALDWELL CO APPR			Public Works	ad valorem income	349.43	21,395.52
01/29/2021	Deposit		CALDWELL CO APPR			Public Works	ad valorem income	170.46	21,565.98
Total for 40010 AD Valorem - Caldwell County								\$4,925.08	
40011 AD Valorem - Hays County									
Beginning Balance									
								2,845.37	
01/11/2021	Deposit		HAYS COUNTY APPRASIAL DISTRICT			Public Works	Ad Valorem - Hays County	49,850.70	52,696.07
Total for 40011 AD Valorem - Hays County								\$46,896.70	
40050 Sales Tax Revenue									
Beginning Balance									
								121,655.56	
01/13/2021	Deposit		TEXAS COMPTROLLER			EDC Umland	Gross Collections - 1/3 EDC Portion	15,572.32	137,227.88
01/13/2021	Deposit		TEXAS COMPTROLLER			EDC Umland	Current Retained - 1/3 EDC Portion	(305.19)	136,922.69
01/13/2021	Deposit		TEXAS COMPTROLLER			Public Works	Gross Collections - 1/3 City Portion	15,572.33	152,495.02
01/13/2021	Deposit		TEXAS COMPTROLLER			EDC Umland	Port Retained - 1/3 EDC Portion	257.54	152,752.56
01/13/2021	Deposit		TEXAS COMPTROLLER			Administration	Gross Collections - 1/3 City Portion	15,572.33	168,324.89
Total for 40050 Sales Tax Revenue								\$46,896.43	
40100 Building Permit Income									
Beginning Balance									
								62,698.91	
01/04/2021	Sales Receipt	3464	MPN < 1500			Building Permits	(MPN) 2020-152 - Additions / Inspections	64.80	62,963.71
01/04/2021	Sales Receipt	3464	MPN < 1500			Building Permits	(MPN) 2020-152 - Credit Card Processing Fee (3.5%)	5.00	62,968.71
01/05/2021	Sales Receipt	3460	DR HORTON			Building Permits	2020-164,2020-165,2020-167,2020-168,2020-169,2020-170,2020-171,2020-172,2020-173,2020-174,2020-175,2020-176,2020-177,2020-178,2020-179,2020-180,2020-181,2020-182	900.00	63,868.71
01/05/2021	Sales Receipt	3460	DR HORTON			Building Permits	2020-164,2020-165,2020-167,2020-168,2020-169,2020-170,2020-171,2020-172,2020-173,2020-174,2020-175,2020-176,2020-177,2020-178,2020-179,2020-180,2020-181,2020-182	36,560.00	100,428.71
01/05/2021	Sales Receipt	3460	DR HORTON			Building Permits	2020-164,2020-165,2020-167,2020-168,2020-169,2020-170,2020-171,2020-172,2020-173,2020-174,2020-175,2020-176,2020-177,2020-178,2020-179,2020-180,2020-181,2020-182	6,300.00	106,728.71
01/05/2021	Sales Receipt	3465	MPN < 1500			Building Permits	Moving Permit (MPN) - 2020-1 49 Flint Road	500.00	107,228.71
01/05/2021	Sales Receipt	3465	MPN < 1500			Building Permits	Foundation - Leveling Repair (MPN) 2020-1 49 Flint Road	250.00	107,778.71
01/06/2021	Sales Receipt	3465	MPN < 1500			Building Permits	(MPN) Plumbing, electrical, hvac - 2020-1 49 Flint Road	239.85	108,018.56
01/06/2021	Sales Receipt	3465	MPN < 1500			Building Permits	(MPN) Plumbing, electrical, hvac - 2020-1 49 Flint Road	238.85	108,257.41
01/06/2021	Sales Receipt	3465	MPN < 1500			Building Permits	COO - MPN 2020-1 49 Flint Road	50.00	108,307.41
01/06/2021	Sales Receipt	3465	MPN < 1500			Building Permits	Single Unit Installation (MH) (MPN) 2020-1 49 Flint Road	500.00	108,807.41
01/06/2021	Sales Receipt	3465	MPN < 1500			Building Permits	Single Unit Installation (MH) (MPN) 2020-1 49 Flint Road	500.00	109,307.41
01/06/2021	Sales Receipt	3465	MPN < 1500			Building Permits	Moving Permit (MPN) - 2020-1 49 Flint Road	500.00	109,807.41
01/07/2021	Sales Receipt	3473	DR HORTON			Building Permits	RESIDENTIAL BUILDING PERMIT 2020-166,2020-163	3,874.40	113,681.81
01/07/2021	Sales Receipt	3473	DR HORTON			Building Permits	SUBDIVISION - LOT # - DRIVEWAY 2020-166,2020-163	700.00	114,381.81
01/05/2021	Sales Receipt	3480	MPN < 1500			Building Permits	2020-166,2020-163	100.00	114,481.81
01/15/2021	Sales Receipt	3484	MPN < 1500			Building Permits	(MPN) Plumbing, electrical, hvac solar panels 443 Gustaf Trail	393.30	114,875.11
01/18/2021	Sales Receipt	3478	DR HORTON			Building Permits	(MPN) Plumbing, electrical, hvac solar panels 151 Gustaf Trail	393.30	115,268.41
01/18/2021	Sales Receipt	3478	DR HORTON			Building Permits	RESIDENTIAL BUILDING PERMIT MPN 2021-10,11,12,13,3,4,5,5,7,8,9	19,723.00	134,991.41
01/18/2021	Sales Receipt	3478	DR HORTON			Building Permits	RESIDENTIAL BUILDING PERMIT MPN 2021-10,11,12,13,3,4,5,5,7,8,9	500.00	135,491.41
01/18/2021	Sales Receipt	3478	DR HORTON			Building Permits	(MPN) Plumbing, electrical, sales receipt MPN 2021-3	300.00	135,791.41
01/18/2021	Sales Receipt	3478	DR HORTON			Building Permits	RESIDENTIAL BUILDING PERMIT MPN 2021-10,11,12,13,3,4,5,5,7,8,9	3,500.00	139,291.41
01/25/2021	Sales Receipt	3482	My Permit Now			Building Permits	electric contractor registration 1 year	283.82	139,575.23
01/29/2021	Sales Receipt	3497	MPN < 1500			Building Permits	(MPN) 2021-15) Roof Casp04, 3660 Cotton Gin Road	50.00	139,625.23
01/29/2021	Sales Receipt	3505	DR HORTON			Building Permits	RESIDENTIAL BUILDING PERMIT	20,067.60	159,692.83
01/29/2021	Sales Receipt	3505	DR HORTON			Building Permits	SUBDIVISION - LOT # - DRIVEWAY	3,500.00	163,192.83
01/29/2021	Sales Receipt	3505	DR HORTON			Building Permits		500.00	163,692.83
Total for 40100 Building Permit Income								\$100,774.98	
40102 OSSF Residential									
Beginning									
								410.00	

City of Uhland

General Ledger
January 2021

DATE	TRANSACTION NUM TYPE	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
Balance								
Total for 40102 O&G Residential								
40105 Transportation Fees - Millicreek								
Beginning Balance								
01/06/2021	Sales Receipt	3450	DR HORTON			Future Roadway Impact Fees 2020-164,2020-165,2020-167,2020-168,2020-169,2020-170,2020-171,2020-172,2020-173,2020-174,2020-175,2020-176,2020-177,2020-178,2020-179,2020-180,2020-181,2020-182	22,104.00	23,332.00
01/07/2021	Sales Receipt	3473	DR HORTON			Future Roadway Impact Fees 2 2020-166,2020-163	2,456.00	25,788.00
01/18/2021	Sales Receipt	3478	DR HORTON			Future Roadway Impact Fees RESIDENTIAL BUILDING PERMIT MPN 2021- 10,11,12,13,3,4,5,6,7,8,9	12,280.00	38,068.00
01/23/2021	Sales Receipt	3505	DR HORTON			Future Roadway Impact Fees 11 Homes	12,280.00	50,348.00
Total for 40105 Transportation Fees - Millicreek								
40106 Transportation Fee - KB Homes								
Beginning Balance								
Total for 40106 Transportation Fee - KB Homes								
40150 Subdivision Income								
01/08/2021	Invoice	3470	RANCH ROAD DEVELOPMENT/Watermill - PDD and PID Consultants TK RANCH		Subdivision	deposit for watermill PID / PDD	20,000.00	20,000.00
01/22/2021	Invoice	3493			Subdivision	DEVELOPMENT AGREEMENT FEE, \$5000.00 PER AGREEMENT + \$100.00/AC 101.5748	15,188.00	35,188.00
01/25/2021	Invoice	3488	Cap Development LLC		Subdivision	\$5000.00 PER DISTRICT, PLUS \$100.00 PER ACRE 23.87 acres	7,387.00	42,565.00
Total for 40150 Subdivision Income								
40155 Billable Expense Income								
Beginning Balance								
01/25/2021	Invoice	3486	Cap Development LLC	Amy Akers	Subdivision	Rocky Road, #2012	200.00	17,827.01
01/25/2021	Invoice	3490	Lennar Homes	Castro Consultants, LTD.	Subdivision	Sullivan Tract, 10282011	5,173.50	18,144.51
01/25/2021	Invoice	3490	Lennar Homes	Castro Consultants, LTD.	Subdivision	Sullivan Tract, 12042002	400.50	18,545.01
Total for 40155 Billable Expense Income								
40200 Solid Waste Services								
Beginning Balance								
01/04/2021	Sales Receipt	3458	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	1,763.30	45,060.28
01/04/2021	Sales Receipt	3456	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	927.27	46,007.55
01/05/2021	Sales Receipt	3457	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	92.31	46,099.86
01/05/2021	Sales Receipt	3458	USTI epay		Waste Management	Waste and recycle income, USTI batch	1,297.50	47,397.36
01/06/2021	Sales Receipt	3459	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	85.62	47,462.98
01/07/2021	Sales Receipt	3461	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	905.06	48,368.04
01/08/2021	Sales Receipt	3462	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	100.00	48,468.04
01/11/2021	Sales Receipt	3466	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	625.61	49,094.25
01/12/2021	Sales Receipt	3467	USTI epay		Waste Management	Waste and recycle income, USTI batch	2,351.45	51,445.70
01/12/2021	Sales Receipt	3471	USTI epay		Waste Management	Waste and recycle income, USTI batch	1,017.58	52,463.28
01/13/2021	Sales Receipt	3468	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	325.35	52,788.63
01/14/2021	Sales Receipt	3474	USTI epay		Waste Management	Waste and recycle income, USTI batch	105.86	52,894.49
01/15/2021	Sales Receipt	3472	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	215.31	53,110.80
01/19/2021	Sales Receipt	3475	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	699.75	53,810.55
01/20/2021	Sales Receipt	3476	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	486.34	54,296.89
01/21/2021	Sales Receipt	3479	USTI epay		Waste Management	Waste and recycle income, USTI batch	553.92	54,850.81
01/22/2021	Sales Receipt	3480	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	578.33	55,430.14
01/22/2021	Sales Receipt	3481	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	1,631.67	57,061.81
01/22/2021	Sales Receipt	3481	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	1,959.38	58,421.17
01/23/2021	Sales Receipt	3485	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	212.49	58,633.66
01/25/2021	Sales Receipt	3489	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	438.48	59,072.14
01/26/2021	Sales Receipt	3495	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	1,192.73	60,264.87
01/28/2021	Sales Receipt	3492	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	133.51	60,398.38
01/27/2021	Sales Receipt	3494	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	626.79	61,025.17
01/28/2021	Sales Receipt	3496	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	579.96	61,605.13
01/29/2021	Sales Receipt	3498	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	821.69	62,426.82
01/29/2021	Sales Receipt	3501	USTI epay		Waste Management	Waste and recycle income, USTI batch	476.58	62,903.40
01/29/2021	Sales Receipt	3499	USTI - BATCH PAYMENTS		Waste Management	Waste and recycle income, USTI batch	270.47	63,173.87
01/31/2021	Journal Entry	JE		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	Waste Management	Record sales tax payable - annually	(1,000.31)	62,173.56
Total for 40200 Solid Waste Services								
40201 Franchise Fees								
Beginning Balance								
01/15/2021	Deposit		PEDENALES ELECTRIC CO-OP		Administration	franchise fees	9,042.10	11,251.69
01/20/2021	Deposit			BLUEBONNET ELECTRIC	Administration	Franchise Fee for 2020	19,663.63	30,915.32
01/26/2021	Deposit		Velocity, A Managed Service Company, Inc.		Administration	Franchise	52.95	30,974.27
01/27/2021	Deposit		Jive Communications, Inc.		Administration	franchise income	10.59	30,984.86
Total for 40201 Franchise Fees								
40202 Solid Waste Services - Restoration/Late Fee								
Beginning Balance								
Total for 40202 Solid Waste Services - Restoration/Late Fee								
40600 Administration Fee Income								
Beginning Balance								
01/04/2021	Sales Receipt	3464	MPN < 1500		Administration	Application and Plan Review (MPN) - 2020-152 2844 Cotton Gin Road	25.00	3,756.20
01/06/2021	Sales Receipt	3460	DR HORTON		Administration	2020-164,2020-165,2020-167,2020-168,2020-169,2020-170,2020-171,2020-172,2020-173,2020-174,2020-175,2020-176,2020-177,2020-178,2020-179,2020-180,2020-181,2020-182	900.00	4,656.20
01/05/2021	Sales Receipt	3465	MPN < 1500		Administration	Application and Plan Review - 2020-1 49 Finn Road	25.00	4,681.20
01/07/2021	Sales Receipt	3473	DR HORTON		Administration	application fees 2020-165,2020-163	100.00	4,781.20
01/08/2021	Invoice	3468	RH & JS Land Development LLC		Administration	Sullivan PDD 116.276 acres zoning amendment	5,406.69	10,187.89
01/18/2021	Sales Receipt	3478	DR HORTON		Administration	RESIDENTIAL BUILDING PERMIT MPN 2021- 10,11,12,13,3,4,5,6,7,8,9	550.00	10,737.89
01/25/2021	Invoice	3490	Lennar Homes		Administration		101.80	10,839.69
01/25/2021	Invoice	3486	Cap Development LLC		Administration	10 % ADMINISTRATION COST	20.00	10,859.69
01/25/2021	Invoice	3487	Rocky Road Ranch		Administration	10 % ADMINISTRATION COST	86.00	10,945.69
01/25/2021	Invoice	3490	Lennar Homes		Administration	\$100.00 / HR - \$100.00 MINIMUM	100.00	11,045.69
01/29/2021	Sales Receipt	3505	DR HORTON		Administration	application fees	500.00	11,545.69
Total for 40600 Administration Fee Income								
40550 Merchant Processing Fee Income								

City of Umland

General Ledger
January 2021

DATE	TRANSACTION NUM TYPE	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMODESCRIPTION	AMOUNT	BALANCE
Beginning Balance								672.02
01/06/2021	Sales Receipt	3460	DR HORTON		Building Permits	Reimbursement of Merchant Processing Fees for Credit Card Payments 2020-164,2020-165,2020-167,2020-168,2020-169,2020-170,2020-171,2020-172,2020-173,2020-174,2020-175,2020-176,2020-177,2020-178,2020-179,2020-180,2020-181,2020-182	2,440.48	3,112.44
01/07/2021	Sales Receipt	3473	DR HORTON		Building Permits	Reimbursement of Merchant Processing Fees for Credit Card Payments 2020-166,2020-163	263.41	3,375.85
01/18/2021	Sales Receipt	3478	DR HORTON		Building Permits	Reimbursement of Merchant Processing Fees for Credit Card Payments RESIDENTIAL BUILDING PERMIT MPN 2021	1,386.54	4,774.39
01/29/2021	Sales Receipt	3505	DR HORTON		Building Permits	Reimbursement of Merchant Processing Fees for Credit Card Payments	1,341.43	6,115.82
Total for 40000 Merchant Processing Fee Income								56,445.80
40900 Interest Income								
Beginning Balance								152.21
01/28/2021	Deposit		FLNB		Administration		6.15	158.36
01/29/2021	Deposit	TexSTAR			Administration		26.23	184.59
01/31/2021	Deposit		FLNB		Administration	interest income	14.81	199.40
Total for 40900 Interest Income								947.18
50050 Sales Tax Income - State Service Fees								
Beginning Balance								2,434.19
01/13/2021	Deposit	TEXAS COMP TROLLER			EDC Umland	2% Service Fees - 1/3 EDC Portion	311.45	2,745.64
01/13/2021	Deposit	TEXAS COMP TROLLER			Administration	2% Service Fees - 1/3 City Portion	311.44	3,057.08
01/13/2021	Deposit	TEXAS COMP TROLLER			Public Works	2% Service Fees - 1/3 City Portion	311.45	3,368.53
Total for 50050 Sales Tax Income - State Service Fees								954.34
50051 EDC Sales Tax Income Transfers								
Beginning Balance								39,704.39
01/15/2021	Journal Entry	JE	UMLAND ECONOMIC DEVELOPMENT CORPORATION (EDC)		EDC Umland	Record EDC Sales Tax Income Transfer April	15,243.32	54,947.71
Total for 50051 EDC Sales Tax Income Transfers								51,948.11
50155 Billable Expenses								
Beginning Balance								22,037.81
01/25/2021	Expense	5925183	The Old El Camino Moto Court and Campground		HAYS COUNTY CLERK	Subdivision credit card fee	3.45	22,041.26
01/25/2021	Expense	5925183			HAYS COUNTY CLERK	Subdivision PDD recorded	138.00	22,179.26
01/27/2021	Expense	7684	Rocky Road Subdivision		CALDWELL COUNTY CLERK	Subdivision Ordinance #252 Recorded Rocky Road	132.00	22,311.26
Total for 50155 Billable Expenses								22,311.26
60051 Computer Expense & Repair								
Beginning Balance								10,770.73
01/01/2021	Bill	13421			DELTRA SYSTEMS, LLC	Administration technical support	1,454.25	12,224.98
01/17/2021	Expense				Adobe	Administration monthly adobe pro	16.23	12,241.21
01/25/2021	Bill	13171			DELTRA SYSTEMS, LLC	Administration Quarterly Invoice from October 2020	1,454.25	13,695.46
01/31/2021	Bill	13500			DELTRA SYSTEMS, LLC	Administration changed email & serviced PC	47.25	13,742.71
Total for 60051 Computer Expense & Repair								32,971.98
60053 Continuing Education/Training								
Beginning Balance								585.00
01/23/2021	Credit Card Credit		TML - Training		Administration	CREDIT - TCMA William King Cole I & II Workshop	(85.00)	490.00
Total for 60053 Continuing Education/Training								490.00
60055 Contract Labor								
Beginning Balance								20,840.00
01/06/2021	Journal Entry	Jimmy McClintock			Building Permits	Record J McClintock Payable - sales receipt 34602020-164,2020-165,2020-167,2020-168,2020-169,2020-170,2020-171,2020-172,2020-173,2020-174,2020-175,2020-176,2020-177,2020-178,2020-179,2020-180,2020-181,2020-182	10,800.00	31,640.00
01/07/2021	Journal Entry	Jimmy McClintock			Building Permits	Record J McClintock Payable - sales receipt 3473 2020-166, 2020-163 DR Horton	1,200.00	32,840.00
01/11/2021	Journal Entry	Jimmy McClintock			Building Permits	Record J McClintock Payable - sales receipt 3465 <1500	377.35	33,217.35
01/11/2021	Journal Entry	Jimmy McClintock			Building Permits	Record J McClintock Payable - sales receipt 3464 <1500	32.40	33,249.75
01/15/2021	Journal Entry	Jimmy McClintock			Building Permits	Record J McClintock Payable - sales receipt 3483 150.00 3484 150.00	300.00	33,549.75
01/20/2021	Journal Entry	Jimmy McClintock			Building Permits	Reverse duplicate J McClintock Payable - sales receipt 3477	(800.00)	32,749.75
01/20/2021	Journal Entry	Jimmy McClintock			Building Permits	Record J McClintock Payable - sales receipt 3477	600.00	33,349.75
01/21/2021	Journal Entry	Jimmy McClintock			Building Permits	Record J McClintock Payable - sales receipt 3478	6,000.00	39,349.75
01/21/2021	Journal Entry	Jimmy McClintock			Building Permits	Record J McClintock Payable - sales receipt 3478	150.00	39,499.75
01/29/2021	Journal Entry	Jimmy McClintock	MCCLINTOCK CODE REVIEW LLC		Building Permits	Record J McClintock Payable - sales receipt 3505	6,000.00	45,499.75
Total for 60055 Contract Labor								84,499.75
60057 Dues License & Subscriptions								
Beginning Balance								426.55
Total for 60057 Dues License & Subscriptions								426.55
60059 Employee Morale								
Beginning Balance								331.72
Total for 60059 Employee Morale								331.72
60063 Fees - Bookkeeping								
Beginning Balance								1,780.20
01/19/2021	Expense		BH BOOKKEEPERS		Administration	January Services	593.40	2,373.60
Total for 60063 Fees - Bookkeeping								2,373.60
60065 Fees - Consulting								
Beginning Balance								600.00
01/26/2021	Bill	1317290	Bert Hopper		Freese and Nichols	Subdivision on call planning services - Haney Tract, UHL20761	719.05	1,319.05
01/29/2021	Bill	1317299			Freese and Nichols	Administration on call planning services - City of Umland, UHL20761	1,232.67	2,551.72
01/27/2021	Bill	201297	Cap Development LLC		SW Engineers	Subdivision Rocky Road Ranch Subdivision Plan Review	860.00	3,211.72
01/20/2021	Bill	1317840			Freese and Nichols	Administration on call planning services - City of Umland, UHL20761	323.25	3,534.97
01/20/2021	Bill	1317841	Bert Hopper		Freese and Nichols	Subdivision on call planning services - Haney Tract, UHL20761	410.89	3,945.86
01/20/2021	Bill	1317842	RANCH ROAD DEVELOPMENT		Freese and Nichols	Subdivision on call planning services - Grisham 88 acres, UHL20761	410.89	4,356.75
Total for 60065 Fees - Consulting								3,945.75
60071 Fees - Legal								
Beginning Balance								18,560.00
01/28/2021	Bill	2752	DR HORTON-Anderson - Public Improvement District		The Knight Law Firm, LLP Attorneys at Law	Administration Anderson Mill PID	875.00	19,435.00
01/28/2021	Bill	2753	RANCH ROAD DEVELOPMENT-Watermill - PDD and PID Consultants		The Knight Law Firm, LLP Attorneys at Law	Administration Grist Mill - Conference Call	125.00	19,560.00
Total for 60071 Fees - Legal								19,685.00
60072 Fees - Meetings								
Beginning Balance								258.85
01/01/2021	Expense	INV61290454			ZOOM	Administration Zoom Monthly meetings	15.99	274.84
01/14/2021	Expense	179			Chisholm Trail BBQ	Administration meeting with Lawyer	42.48	317.32
Total for 60072 Fees - Meetings								317.32
60075 Fees - Professional								
Beginning Balance								5,353.97
01/04/2021	Expense	28482139			BIZ DOC INC.	Administration monthly printer fee	40.59	5,394.56
01/04/2021	Expense	28482139			BIZ DOC INC.	Waste monthly printer fee	40.59	5,435.15
01/28/2021	Bill	01252112	RANCH ROAD DEVELOPMENT		Cuatro Consultants, LTD.	Management Harmony Hills Preliminary Plat	588.50	6,023.65
01/28/2021	Expense				BIZ DOC INC.	Waste monthly printer fee	15.30	6,038.95

City of Uhland

General Ledger
January 2021

DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
01/29/2021	Bill	01252113	RANCH ROAD DEVELOPMENT	Cuatro Consultants, LTD.		Subdivision	COU Milkcreek Subdivision Ph# 3	1,479.35	7,528.30
01/29/2021	Bill	01262102	Bart Hooper	Cuatro Consultants, LTD.		Subdivision	COU: Honey Tract: PID	468.00	7,996.30
01/29/2021	Bill	01262102	Lennar Homes	Cuatro Consultants, LTD.		Subdivision	Sullivan Tract: PDD Amendment	400.50	8,396.80
01/29/2021	Bill	01292101	Alliance Regional Water Authority	Cuatro Consultants, LTD.		Administration	ARWA: Site Plan Review	301.50	8,698.30
01/29/2021	Bill	01252114	Alliance Regional Water Authority	Cuatro Consultants, LTD.		Administration	ARWA: Alignment /R/DW	499.50	9,197.80
01/29/2021	Bill	01252113	Rocky Mountain West Telecom (RMWT)	Cuatro Consultants, LTD.		Subdivision	Fiberlight: Site Plan Review	234.00	9,431.80
Total for 60076 Fees - Professional								\$4,077.85	
60076 Fees - Property Tax Collection									
Beginning Balance									1,423.92
Total for 60076 Fees - Property Tax Collection									
60079 Fees - Waste Collection									
Beginning Balance									29,525.72
01/04/2021	Expense	10919140		WASTE CONNECTION		Waste Management	January 2021	7,611.72	37,137.44
01/04/2021	Expense	10919141		WASTE CONNECTION		Waste Management	January 2021	3,345.28	40,482.72
Total for 60079 Fees - Waste Collection								\$10,957.00	
60090 INS - Liability									
Beginning Balance									7,838.04
Total for 60090 INS - Liability									
60091 INS - Employee Benefit Insurance									
Beginning Balance									14,319.55
01/01/2021	Expense			TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL		Public Works	January 2021	1,650.42	15,979.97
01/01/2021	Expense			TML MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL		Administration	January 2021	2,444.18	18,424.15
Total for 60091 INS - Employee Benefit Insurance								\$4,104.60	
70020 Bank Charges									
Beginning Balance									140.22
01/15/2021	Expense			FLNB		Administration	Charged Back Checks	5.00	145.22
01/15/2021	Expense			FLNB		Administration	Ret # 92672290	29.97	175.19
01/15/2021	Expense			FLNB		Waste Management	Charged Back Checks	30.31	205.50
01/28/2021	Expense			FLNB		Administration		5.00	210.50
Total for 70020 Bank Charges								\$70.28	
70030 Merchant Service Fees									
Beginning Balance									846.93
01/04/2021	Expense			Merchant Services		Building Permits	Merchant account service fee monthly for My permit.org	10.00	856.93
01/10/2021	Expense	010302		Merchant Services		Building Permits	Merchant account service fee monthly for My permit.org	225.24	1,082.17
Total for 70030 Merchant Service Fees								\$235.24	
70056 Marketing - Website									
01/27/2021	Expense	8435153		GO DADDY		Administration	domain name registrations	68.51	68.51
Total for 70056 Marketing - Website								\$68.51	
70060 Meals Expense									
Beginning Balance									22.76
Total for 70060 Meals Expense									
70065 Postage									
Beginning Balance									1,543.60
01/26/2021	Expense			USPS		Administration	Certified Letter to Traci McGinley	7.00	1,550.60
Total for 70065 Postage								\$7.00	
70070 Rent - Janitorial Equipment									
Beginning Balance									536.00
Total for 70070 Rent - Janitorial Equipment									
70074 Public Works Expenses									
70075 Public Works - Streets									
Beginning Balance									4,305.79
01/05/2021	Expense			WALMART		Public Works	Black printer ink, oil, & oil filters	97.12	4,402.91
01/06/2021	Journal Entry	JE		Lowe's		Public Works	Correct Lowe's transaction - In-Store Return, not pymt - Return Quadshid BK, 500-FT water & cut 6	(51.49)	4,351.42
01/06/2021	Expense			Lowe's		Public Works	wash brush and mop	129.30	4,480.72
01/12/2021	Expense			Home Depot		Public Works	supplies	30.91	4,511.63
01/28/2021	Expense	748898		WALMART		Public Works		25.88	4,537.51
Total for 70075 Public Works - Streets								\$691.70	
70079 Uniforms									
Beginning Balance									159.98
Total for 70079 Uniforms									
70080 Small Equipment & Tools < \$2,500									
Beginning Balance									770.31
Total for 70080 Small Equipment & Tools < \$2,500									
70083 Fuel									
Beginning Balance									492.02
01/11/2021	Expense		POCO LOCO MARKET			Public Works	fuel	37.58	529.60
01/14/2021	Expense	035580	POCO LOCO MARKET			Public Works	fuel	41.70	571.30
01/28/2021	Expense	037441	POCO LOCO MARKET			Public Works	fuel	94.29	665.59
Total for 70083 Fuel								\$173.57	
Total for 70074 Public Works Expenses								\$406.27	
70090 Payroll - Expenses									
70091 Payroll - Salaries									
70092 Payroll - Salaries - City Administrator									
Beginning Balance									26,219.95
01/07/2021	Payroll Check	DD			Karen S. Gallaher	Administration	Gross Pay - This is not a legal pay stub	2,958.02	29,177.97
01/21/2021	Payroll Check	DD			Karen S. Gallaher	Administration	Gross Pay - This is not a legal pay stub	2,958.02	32,135.99
Total for 70092 Payroll - Salaries - City Administrator								\$5,916.04	
70093 Payroll - Salaries - City Secretary									
01/07/2021	Payroll Check	DD			Traci R. McGinley	Administration	Gross Pay - This is not a legal pay stub	2,115.20	2,115.20
01/21/2021	Payroll Check	DD			Traci R. McGinley	Administration	Gross Pay - This is not a legal pay stub	2,115.20	4,230.40
01/31/2021	Journal Entry	JE			Traci McGinley	Administration	Reclass City Secretary wages to correct account	(4,230.40)	0.00
Total for 70093 Payroll - Salaries - City Secretary								\$0.00	
70094 Payroll - Salaries - City Clerk									
Beginning Balance									16,115.18
01/31/2021	Journal Entry	JE			Traci McGinley	Administration	Reclass City Secretary wages to correct account	4,230.40	20,345.58
Total for 70094 Payroll - Salaries - City Clerk								\$4,230.40	
70095 Payroll - Salaries - Office Assistant									
Beginning Balance									6,405.00
01/07/2021	Payroll Check	DD			Kimberly D. Weatherford	Administration	Gross Pay - This is not a legal pay stub	1,200.00	7,605.00
01/21/2021	Payroll Check	DD			Kimberly D. Weatherford	Administration	Gross Pay - This is not a legal pay stub	1,365.83	8,970.83
Total for 70095 Payroll - Salaries - Office Assistant								\$2,565.83	

City of Uhland

General Ledger
January 2021

DATE	TRANSACTION TYPE	NUM	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
70096 Payroll - Salaries - Public Works Lead									
Beginning Balance									16,608.17
01/07/2021	Payroll Check	DD			Gary D. Gallaher	Public Works	Gross Pay - This is not a legal pay stub	2,144.24	18,752.41
01/21/2021	Payroll Check	DD			Gary D. Gallaher	Public Works	Gross Pay - This is not a legal pay stub	2,144.24	20,896.65
Total for 70096 Payroll - Salaries - Public Works Lead									\$4,288.48
70097 Payroll - Salaries - Public Works									
Beginning Balance									9,977.01
01/07/2021	Payroll Check	DD			Matthew Hodge	Public Works	Gross Pay - This is not a legal pay stub	1,434.24	11,411.25
01/21/2021	Payroll Check	DD			Matthew Hodge	Public Works	Gross Pay - This is not a legal pay stub	1,434.24	12,845.49
Total for 70097 Payroll - Salaries - Public Works									\$2,868.48
Total for 70091 Payroll - Salaries									
									\$18,998.23
70200 Payroll - Taxes									
Beginning Balance									5,762.40
01/07/2021	Payroll Check	DD			Karen S. Gallaher	Administration	Employer Taxes	228.29	5,990.69
01/07/2021	Payroll Check	DD			Kimberly D. Weatherford	Administration	Employer Taxes	91.80	6,082.49
01/07/2021	Payroll Check	DD			Gary D. Gallaher	Public Works	Employer Taxes	164.03	6,246.52
01/07/2021	Payroll Check	DD			Matthew Hodge	Public Works	Employer Taxes	109.72	6,356.24
01/07/2021	Payroll Check	DD			Traci R. McGinley	Administration	Employer Taxes	161.81	6,518.05
01/21/2021	Payroll Check	DD			Matthew Hodge	Public Works	Employer Taxes	109.72	6,627.77
01/21/2021	Payroll Check	DD			Traci R. McGinley	Administration	Employer Taxes	161.81	6,789.58
01/21/2021	Payroll Check	DD			Gary D. Gallaher	Public Works	Employer Taxes	164.04	6,953.62
01/21/2021	Payroll Check	DD			Kimberly D. Weatherford	Administration	Employer Taxes	104.48	7,058.10
01/21/2021	Payroll Check	DD			Karen S. Gallaher	Administration	Employer Taxes	228.28	7,286.38
Total for 70200 Payroll - Taxes									\$1,619.88
70210 Payroll - Service Fees									
Beginning Balance									375.22
01/12/2021	Expense			INTUIT		Public Works	monthly payroll service	61.83	437.05
01/12/2021	Expense			INTUIT		Administration	monthly payroll service	61.82	498.87
Total for 70210 Payroll - Service Fees									\$123.65
Total for 70090 Payroll - Expenses									
									\$21,612.86
70099 Payroll Benefits									
70100 Payroll - Cell Phone Stipend									
Beginning Balance									1,008.96
01/07/2021	Journal Entry	COU-KG			Matthew Hodge	Public Works	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	1,045.38
01/07/2021	Journal Entry	COU-KG			Karen S. Gallaher	Administration	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	1,081.80
01/07/2021	Journal Entry	COU-KG			Kimberly D. Weatherford	Administration	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	1,118.22
01/07/2021	Journal Entry	COU-KG			Gary D. Gallaher	Public Works	Reclass Employee Reimbursements to correct account - Cell Phone	34.82	1,153.04
01/21/2021	Journal Entry	COU-KG			Gary D. Gallaher	Public Works	Reclass Employee Reimbursements to correct account - Cell Phone	34.82	1,187.86
01/21/2021	Journal Entry	COU-KG			Kimberly D. Weatherford	Administration	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	1,224.28
01/21/2021	Journal Entry	COU-KG			Matthew Hodge	Public Works	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	1,260.70
01/21/2021	Journal Entry	COU-KG			Karen S. Gallaher	Administration	Reclass Employee Reimbursements to correct account - Cell Phone	36.42	1,297.12
Total for 70100 Payroll - Cell Phone Stipend									\$287.78
70130 Payroll - Employee Reimbursements									
01/07/2021	Payroll Check	DD			Karen S. Gallaher	Administration	Reimbursement	36.42	36.42
01/07/2021	Payroll Check	DD			Matthew Hodge	Public Works	Reimbursement	36.42	72.84
01/07/2021	Journal Entry	COU-KG				Public Works	Reclass Employee Reimbursements to correct account	(143.88)	(71.04)
01/07/2021	Payroll Check	DD			Kimberly D. Weatherford	Administration	Reimbursement	36.42	(34.62)
01/07/2021	Payroll Check	DD			Gary D. Gallaher	Public Works	Reimbursement	34.62	0.00
01/21/2021	Journal Entry	COU-KG				Public Works	Reclass Employee Reimbursements to correct account	(184.13)	(184.13)
01/21/2021	Payroll Check	DD			Karen S. Gallaher	Administration	Reimbursement	36.42	(147.71)
01/21/2021	Payroll Check	DD			Kimberly D. Weatherford	Administration	Reimbursement	76.87	(71.04)
01/21/2021	Payroll Check	DD			Gary D. Gallaher	Public Works	Reimbursement	34.62	(36.42)
01/21/2021	Payroll Check	DD			Matthew Hodge	Public Works	Reimbursement	36.42	0.00
Total for 70130 Payroll - Employee Reimbursements									\$0.00
Total for 70099 Payroll Benefits									
									\$287.78
70300 Supplies - Office									
Beginning Balance									9,102.30
01/05/2021	Expense			Lowes		Administration	Cell 6 Riser	71.25	9,173.55
01/05/2021	Expense			WALMART		Administration	Lysol Spray	34.82	9,208.37
01/08/2021	Expense	71428		XBLUE NETWORKS		Administration	cordless phones	300.49	9,508.86
01/08/2021	Expense			AMAZON		Administration	Carbon Monoxide Alarm	28.03	9,536.89
01/12/2021	Expense			AMAZON		Administration	small binder clips	4.89	9,541.78
01/12/2021	Expense			AMAZON		Administration	cat plugs	10.39	9,552.17
01/12/2021	Expense			AMAZON		Administration	command strips	19.98	9,572.15
01/20/2021	Expense			AMAZON		Administration	amazon credit	(14.06)	9,558.09
01/29/2021	Expense			AMAZON		Administration	Copy Paper	14.08	9,572.15
01/29/2021	Expense			AMAZON		Administration	folders, legal pads, short hand additional 2	16.59	9,588.74
01/29/2021	Expense			AMAZON		Administration	short hand book, 1st edition	25.47	9,614.21
Total for 70300 Supplies - Office									\$682.59
70302 Supplies - Maintenance/Community Center									
Beginning Balance									475.82
Total for 70302 Supplies - Maintenance/Community Center									
									\$475.82
70400 Telephone & Internet									
Beginning Balance									725.38
01/15/2021	Expense	0008761122820		SPECTRUM BUSINESS		Administration	January 2021	245.82	971.20
Total for 70400 Telephone & Internet									\$945.82
70450 Travel - Mileage Reimbursements									
Beginning Balance									235.43
01/21/2021	Journal Entry	COU-KG			Kimberly D. Weatherford	Administration	Reclass Employee Reimbursements to correct account - Mileage	40.25	275.68
Total for 70450 Travel - Mileage Reimbursements									\$40.25
70500 Utilities									
Beginning									1,485.79

City of Umland

General Ledger
January 2021

DATE	TRANSACTION NUM TYPE	CUSTOMER	VENDOR	EMPLOYEE	CLASS	MEMO/DESCRIPTION	AMOUNT	BALANCE
Balance								
01/05/2021	Expense		BLUEBONNET ELECTRIC		Administration	MONTHLY ELECTRIC BILL	207.49	1,993.28
01/05/2021	Expense		BLUEBONNET ELECTRIC		Public Works	LIGHTS	55.04	1,748.32
01/05/2021	Expense		BLUEBONNET ELECTRIC		Public Works	Street Light	131.27	1,617.05
01/15/2021	Expense	139804186	COUNTY LINE SUD		Administration	SERVICE FEE	1.50	1,581.09
01/15/2021	Expense	139804186	COUNTY LINE SUD		Administration	water	45.93	1,927.02
Total for 70600 Utilities							841.23	
80090 Income - Other								
Beginning Balance								
01/04/2021	Credit Card		Fuelman Fleet Program Master Card		Administration	Rebate Reference # 01869465	13.35	68.26
01/15/2021	Expense		TEXAS COMPTROLLER OF PUBLIC ACCOUNTS		Waste Management	Waste and recycle sales tax pymt - timely filing discount	5.25	73.51
01/29/2021	Credit Card		AMAZON		Administration	gift card	36.88	110.39
01/29/2021	Credit Card		AMAZON		Administration	gift card	29.47	139.86
01/29/2021	Credit Card		AMAZON		Administration	gift card	16.59	156.45
Total for 80090 Income - Other							61.64	
Not Specified								
01/06/2021	Journal Entry	JE					0.00	0.00
Total for Not Specified							90.00	
80100 Grant Income								
Beginning Balance								
Total for 80100 Grant Income								14,222.20
80101 Grant Expense								
Beginning Balance								
Total for 80101 Grant Expense								15,331.70

City of Uhland

10000 City of Uhland Checking, Period Ending 01/31/2021

RECONCILIATION REPORT

Reconciled on: 02/23/2021

Reconciled by: Mandi Carter

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

Summary

	USD
Statement beginning balance	224,958.16
Checks and payments cleared (41)	-132,646.41
Deposits and other credits cleared (65)	431,271.48
Statement ending balance	<u>523,583.23</u>
Uncleared transactions as of 01/31/2021	38,635.28
Register balance as of 01/31/2021	562,218.51
Cleared transactions after 01/31/2021	0.00
Uncleared transactions after 01/31/2021	-162,744.28
Register balance as of 02/23/2021	<u>399,474.23</u>

Details

Checks and payments cleared (41)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/01/2021	Expense		TML MULTISTATE INTERGO...	-4,103.60
01/04/2021	Expense	10919140	WASTE CONNECTION	-7,611.72
01/04/2021	Expense		Merchant Services	-10.00
01/04/2021	Credit Card Credit		Fuelman Fleet Program Mast...	-4,219.96
01/04/2021	Expense	28482139	BIZ DOC INC.	-81.18
01/04/2021	Expense	10919141	WASTE CONNECTION	-3,345.28
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	Credit Card Payment			-51.49
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	Matthew Hodge	-1,260.45
01/07/2021	Payroll Check	DD	Kimberly D. Weatherford	-1,071.54
01/07/2021	Payroll Check	DD	*Traci R. McGinley	-1,853.91
01/07/2021	Payroll Check	DD	Gary D. Gallaher	-1,811.81
01/07/2021	Payroll Check	DD	Gary D. Gallaher	-1.00
01/10/2021	Expense	010302	Merchant Services	-225.24
01/11/2021	Bill Payment		Amy Akers	-7,887.50
01/11/2021	Transfer			-25,000.00
01/13/2021	Bill Payment	4567	Freese and Nichols	-1,951.72
01/13/2021	Bill Payment	4571	SW Engineers	-660.00
01/13/2021	Bill Payment	4566	DELTRA SYSTEMS, LLC	-1,562.25
01/13/2021	Bill Payment	4568	GBRA	-116.00
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	4572	TEXAS COMMISSION ON E...	-100.00
01/13/2021	Bill Payment	4570	RELIABLE TIRE DISPOSAL	-167.50
01/13/2021	Bill Payment	4569	PATHMARK TRAFFIC PROD...	-229.00
01/15/2021	Expense	0008761122820	SPECTRUM BUSINESS	-245.82
01/15/2021	Expense	139804186	COUNTY LINE SUD	-47.43
01/15/2021	Expense		TEXAS COMPTROLLER OF ...	-1,045.14
01/15/2021	Expense		FLNB	-5.00
01/15/2021	Expense		FLNB	-30.31
01/21/2021	Payroll Check	DD	Karen S. Gallaher	-2,484.81
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
01/27/2021	Tax Payment		IRS	-2,310.28
Total				-132,646.41

Deposits and other credits cleared (65)

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
01/04/2021	Sales Receipt	0167	MPN < 1500	94.80
01/04/2021	Sales Receipt	2525	USTI - BATCH PAYMENTS	1,763.30
01/04/2021	Receive Payment	57785	AUS-TEX/VILLAGE HOMES	1,909.88
01/04/2021	Receive Payment	2518	KIP KRONENBERG	366.30
01/04/2021	Sales Receipt	2524	USTI - BATCH PAYMENTS	927.27
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	Journal	JE		51.49
01/06/2021	Receive Payment	1275	RANCH ROAD DEVELOPME...	20,000.00
01/06/2021	Sales Receipt	10254	MPN < 1500	2,804.70
01/06/2021	Sales Receipt	2528	USTI - BATCH PAYMENTS	65.62
01/06/2021	Sales Receipt	my permit now	DR HORTON	69,504.42
01/07/2021	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	Sales Receipt	2537	USTI - BATCH PAYMENTS	625.61
01/11/2021	Deposit		HAYS COUNTY APPRASIAL ...	49,850.70
01/11/2021	Deposit		CALDWELL CO APPR	458.77
01/11/2021	Receive Payment	1069	Josh Thornton	77.00
01/12/2021	Sales Receipt	ACH66925	USTI epay	1,017.58
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
01/13/2021	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	Deposit		CALDWELL CO APPR	1,139.56
01/15/2021	Sales Receipt	mpn 2021-2	MPN < 1500	393.30
01/15/2021	Deposit		PEDERNALES ELECTRIC C...	9,042.10
01/15/2021	Sales Receipt	2542	USTI - BATCH PAYMENTS	215.31
01/18/2021	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	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	Sales Receipt	2548	USTI - BATCH PAYMENTS	579.33
01/22/2021	Receive Payment	1071	TK RANCH	15,168.00
01/25/2021	Sales Receipt	3482	My Permit Now	263.82
01/25/2021	Receive Payment	1585934	Sun Communities	99,261.45
01/25/2021	Sales Receipt	2552	USTI - BATCH PAYMENTS	212.49
01/25/2021	Sales Receipt	2553	USTI - BATCH PAYMENTS	438.48
01/25/2021	Deposit		CALDWELL CO APPR	501.05
01/26/2021	Receive Payment	96	Rocky Road Subdivision	154.00
01/26/2021	Receive Payment	96	Cap Development LLC	13,740.50
01/26/2021	Receive Payment	96	Rocky Road Ranch	726.00
01/26/2021	Sales Receipt	ACH67799	USTI - BATCH PAYMENTS	1,192.73
01/26/2021	Sales Receipt	2555	USTI - BATCH PAYMENTS	133.51
01/27/2021	Deposit		Jive Communications , Inc.	10.59

2/23/2021

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
01/28/2021	Deposit		CALDWELL CO APPR	349.43
01/28/2021	Deposit		CALDWELL CO APPR	350.59
01/29/2021	Sales Receipt	1034	MPN < 1500	50.00
01/29/2021	Sales Receipt	2561	USTI - BATCH PAYMENTS	821.69
01/29/2021	Sales Receipt	2563	USTI - BATCH PAYMENTS	270.47
01/29/2021	Deposit		CALDWELL CO APPR	170.46
01/29/2021	Sales Receipt	ACH68037	USTI epay	476.58
01/31/2021	Deposit		FLNB	14.81
Total				431,271.48

Additional Information

Uncleared deposits and other credits as of 01/31/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/15/2021	Sales Receipt	mpn 2021-3	MPN < 1500	393.30
01/26/2021	Deposit		Velocity, A Managed Services ...	52.95
01/29/2021	Sales Receipt	my permit now	DR HORTON	38,189.03
Total				38,635.28

Uncleared checks and payments after 01/31/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/01/2021	Expense		WASTE CONNECTION	-1,672.64
02/01/2021	Expense		WASTE CONNECTION	-7,611.72
02/01/2021	Expense		TML MULTISTATE INTERGO...	-4,786.73
02/01/2021	Expense		UHLAND ECONOMIC DEVEL...	-15,234.33
02/01/2021	Expense	28676796	BIZ DOC INC.	-82.86
02/02/2021	Expense	DD	MCCLINTOCK CODE REVIE...	-9,640.00
02/02/2021	Transfer			-25,000.00
02/02/2021	Transfer			-250,000.00
02/02/2021	Expense		Merchant Services	-10.00
02/03/2021	Expense	DD	Amy Akers	-8,012.50
02/04/2021	Payroll Check	DD	Gary D. Gallaher	-250.00
02/04/2021	Payroll Check	DD	Gary D. Gallaher	-1,564.61
02/04/2021	Payroll Check	DD	Kimberly D. Weatherford	-1,117.96
02/04/2021	Payroll Check	DD	Karen S. Gallaher	-2,484.80
02/04/2021	Payroll Check	DD	Matthew Hodge	-1,260.99
02/05/2021	Credit Card Payment			-149.06
02/05/2021	Credit Card Payment			-2,015.72
02/08/2021	Expense		TEXAS COMPTROLLER OF ...	-995.31
02/08/2021	Expense		Merchant Services	-3,385.71
02/09/2021	Bill Payment	4575	Freese and Nichols	-1,145.03
02/09/2021	Bill Payment	4577	The Knight Law Firm, LLP Att...	-1,385.00
02/09/2021	Bill Payment	4573	Cuatro Consultants, LTD.	-4,512.35
02/09/2021	Bill Payment	4576	TEXAS MUNICIPAL LEAGUE...	-2,236.00
02/09/2021	Bill Payment	4574	DELTRA SYSTEMS, LLC	-1,501.50
02/10/2021	Tax Payment		IRS	-1,845.20
02/11/2021	Expense		MICROSOFT CORPORATION	-108.24
02/15/2021	Expense		COUNTY LINE SUD	-59.45
02/15/2021	Expense	0008761012821	SPECTRUM BUSINESS	-249.08
02/19/2021	Payroll Check	DD	Gary D. Gallaher	-1,564.60
02/19/2021	Payroll Check	DD	Gary D. Gallaher	-250.00
02/19/2021	Payroll Check	DD	Matthew Hodge	-1,260.45
02/19/2021	Expense		BLUEBONNET ELECTRIC	-389.37
02/19/2021	Payroll Check	DD	Kimberly D. Weatherford	-1,071.54
02/19/2021	Payroll Check	DD	Karen S. Gallaher	-2,484.79
02/24/2021	Tax Payment		IRS	-1,842.66
Total				-357,180.20

Uncleared deposits and other credits after 01/31/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/01/2021	Receive Payment	1012	The Old El Camino Moto Cour...	78.38
02/01/2021	Sales Receipt	2565	USTI - BATCH PAYMENTS	2,104.73
02/01/2021	Sales Receipt	08521667	KB HOMES	3,453.60
02/01/2021	Sales Receipt	2566	USTI - BATCH PAYMENTS	121.24
02/01/2021	Deposit		CALDWELL CO APPR	1,771.12
02/02/2021	Deposit		USTI - BATCH PAYMENTS	160.62
02/02/2021	Deposit		CALDWELL CO APPR	262.33
02/02/2021	Deposit		USTI epay	1,478.86
02/03/2021	Sales Receipt	2568	USTI - BATCH PAYMENTS	336.86
02/03/2021	Deposit		CALDWELL CO APPR	2,111.46
02/04/2021	Deposit		CALDWELL CO APPR	445.65
02/05/2021	Receive Payment	000928	WALTON DEVELOPMENT A...	423.50
02/08/2021	Sales Receipt	2575	USTI - BATCH PAYMENTS	476.09
02/08/2021	Sales Receipt	2570	USTI - BATCH PAYMENTS	442.49
02/08/2021	Sales Receipt	my permit now	DR HORTON	39,197.94
02/08/2021	Sales Receipt	ACH68478	USTI epay	926.34
02/09/2021	Sales Receipt	ACH68611	USTI epay	733.18
02/09/2021	Sales Receipt	3510	USTI - BATCH PAYMENTS	710.79
02/10/2021	Deposit		DR HORTON:Anderson - Publ...	10,000.00
02/11/2021	Deposit		CenterPoint Energy	106.11
02/11/2021	Deposit		HAYS COUNTY APPRASIAL ...	26,522.21
02/12/2021	Deposit		SOUTHWESTERN BELL TEL...	70.98
02/12/2021	Sales Receipt	2585	USTI - BATCH PAYMENTS	764.22
02/12/2021	Deposit		CALDWELL CO APPR	215.08
02/12/2021	Deposit		CHARTER COMMUNICATIONS	2,312.31
02/12/2021	Sales Receipt	my permit now	DR HORTON	39,880.42
02/12/2021	Sales Receipt	2582	USTI - BATCH PAYMENTS	60.00
02/12/2021	Sales Receipt	ACH68864	USTI epay	96.31
02/12/2021	Deposit		TEXAS COMPTROLLER	48,713.17
02/16/2021	Sales Receipt	ACH69003	USTI epay	301.69
02/19/2021	Sales Receipt	ACH69245	USTI epay	158.24
02/22/2021	Deposit		DR HORTON:Anderson - Publ...	10,000.00
Total				194,435.92

City of Umland

10001 Umland Money Market Account, Period Ending 01/31/2021

RECONCILIATION REPORT

Reconciled on: 02/20/2021

Reconciled by: Mandi Carter

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

Summary

USD

Statement beginning balance.....	48,278.37
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (1).....	6.15
Statement ending balance.....	<u>48,284.52</u>

Register balance as of 01/31/2021.....48,284.52

Details

Deposits and other credits cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/28/2021	Deposit		FLNB	6.15
Total				6.15

2/20/2021

City of Umland

10002 Umland Construction Account, Period Ending 01/31/2021

RECONCILIATION REPORT

Reconciled on: 02/20/2021

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 01/31/2021.....	100.00

City of Umland

10003 Umland Debit Card Account, Period Ending 01/31/2021

RECONCILIATION REPORT

Reconciled on: 02/20/2021

Reconciled by: Mandi Carter

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

Summary	USD
Statement beginning balance.....	91.52
Checks and payments cleared (1).....	-5.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>86.52</u>
Register balance as of 01/31/2021.....	86.52

Details

Checks and payments cleared (1)

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
01/28/2021	Expense		FIRST LOCKHART NATIONAL...	-5.00
Total				-5.00

City of Uhland

10004 TexSTAR Checking, Period Ending 01/31/2021

RECONCILIATION REPORT

Reconciled on: 02/23/2021

Reconciled by: Mandi Carter

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

Summary

USD

Statement beginning balance.....	476,258.37
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (4).....	<u>75,026.23</u>
Statement ending balance.....	<u>551,284.60</u>

Register balance as of 01/31/2021.....	551,284.60
Cleared transactions after 01/31/2021.....	0.00
Uncleared transactions after 01/31/2021.....	275,000.00
Register balance as of 02/23/2021.....	826,284.60

Details

Deposits and other credits cleared (4)

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
01/29/2021	Deposit		TexSTAR	26.23
Total				75,026.23

Additional Information

Uncleared deposits and other credits after 01/31/2021

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
02/02/2021	Transfer			25,000.00
02/02/2021	Transfer			250,000.00
Total				275,000.00

CLSUD Water and Wastewater Ongoing Projects with the City of Uhland and Uhland ETJ
boundaries as of 2/11/2021

- **Downtown Uhland Wastewater** – acquiring necessary easements from landowners, concurrently working on engineering plans, should have construction documents completed in late February or early March.
- **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
 - Construction has started and is expected to be completed this month.
 - A change order was added to extend the project 375 feet to Bonanza Street. This will replace a segment of pipe that has had leaks.
 - Service crossings have been installed.
 - 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. Existing easements are being researched and conflicts determined at this time.
- **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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF UHLAND, TEXAS, GRANTING TO COUNTY LINE SPECIAL UTILITY DISTRICT THE RIGHT, PRIVILEGE AND FRANCHISE FOR A PERIOD OF TEN (10) YEARS TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, MODIFY, UPGRADE, OPERATE, AND MAINTAIN ITS WATER AND WASTEWATER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF UHLAND, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE, FURNISHING, COLLECTION, AND DISTRIBUTION OF WATER AND WASTEWATER SERVICE; PROVIDING FOR PAYMENT TO THE CITY OF UHLAND; CONTAINING OTHER PROVISIONS REGULATING THE FRANCHISE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS;

Section 1. Short Title. This Ordinance shall be known as the CLSUD Franchise Agreement.

Section 2. GRANT OF AUTHORITY AND AGREEMENT. Subject to the terms, conditions and provisions of this Franchise Agreement Ordinance, the right, privilege and franchise is hereby granted to County Line Special Utility District, hereinafter called "CLSUD", to construct, install, extend, remove, replace, abandon, modify, upgrade, operate, and maintain its Facilities within the Public Rights-of-Way of the City of Uhland, Texas for the transportation, delivery, sale, furnishing, collection, and distribution of water and wastewater service within the corporate limits of the City of Uhland, as the same are now and as the same may from time to time be extended.

Commented [AL1]: It is best to use CLSUD as other water companies may want a franchise and when reading through the provisions it will make it more efficient down the road to identify at a glance which document is at hand

Section 3. DEFINITIONS.

- A. "City" shall mean the City of Uhland, Texas.
- B. "CLSUD" shall mean County Line Special Utility District, a Texas special utility district, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.
- C. "Facilities" shall mean CLSUD's pipes, pipelines, mains, laterals, feeders, regulators, meters, manholes, water storage tanks, ponds, lift stations, water treatment plants, wastewater treatment plants, fixtures, connections and attachments, and other instrumentalities and appurtenances, used in or incident to providing transportation, distribution, collection, supply, and sales of raw water, potable water, reclaimed water, and/or wastewater services and any other purposes for which such services may now or hereafter be used.
- D. "Public Rights-of-Way" shall mean the areas in, under, upon, over, across, and along any and all of the present and future Streets or streams now or hereafter owned or controlled by City.
- E. "Street" shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

Section 4. TERM OF FRANCHISE. This Franchise shall become effective on the Effective Date described in Section 25 and shall be in full force and effect for a term of ten (10) years.

Commented [AL2]: In the past an auto renew feature of franchise agreements was common practice but as such auto renewals have caused significant problems in the present, they no longer are common practice and as such I do not recommend them. Additionally, a franchise agreement can always be canceled at any time by the City.

Section 5. CONSTRUCTION AND MAINTENANCE OF WATER AND WASTEWATER FACILITIES.

All Facilities installed by CLSUD shall be of sound material and good quality and shall be laid so that they will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. All Facilities shall be installed in accordance with applicable Federal and State regulations and in the absence of such regulations in accordance with accepted water and wastewater industry practice. Within the City's Public Rights-of-Way, the location and route of the Facilities by CLSUD shall be subject to the reasonable and proper regulation, direction, and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but is not limited to, the right to require in writing to the extent provided in Section 13 the relocation of CLSUD's Facilities within the Public Rights-of-Way of the City at CLSUD's cost whenever such relocation shall be reasonably necessary for the City to accommodate the widening, change of grade, relocation or straightening of Streets or Public Rights of Way. In the event that the City requires CLSUD to relocate any Facilities, the City will provide CLSUD with written notice at least six (6) months prior to the date that such Facilities must be relocated. CLSUD shall keep current and up-to-date maps showing the physical location of CLSUD's Facilities and make available for inspection by the City at no cost during normal working hours.

Commented [AL3]: The City should not give over authority of its ROW to CLSUD. Nor should it grant an exclusive franchise for the use of the ROW to CLSUD. The City has the sole authority to regulate its ROW including who it allows to use the ROW and how.

Section 6. STREETS TO BE RESTORED TO GOOD CONDITION.

CLSUD and its contractors shall give City reasonable notice, of the dates, location and nature of all work to be performed on its Facilities within the Public Rights-of-Way. This Franchise shall constitute the basis for a permit to perform all work on CLSUD's Facilities within the Public Rights-of-Way and to park vehicles in the Streets and other Public Rights-of-Way when necessary for the construction, installation, extension, removal, replacement, abandoning, modification, upgrading, operation, and maintenance of CLSUD's Facilities. CLSUD and representatives and contractors performing work on behalf of or for CLSUD shall obtain all required permits in addition to the Franchise yet shall not be required to pay any permitting fee in addition to the franchise fee in order to perform work on CLSUD's Facilities, or park within the Streets and other Public Rights-of-Way. Proper traffic safety and work site safety including signage, public notices, lighting and reflective materials shall be the responsibility of and used by CLSUD during all Facility construction, installation, extension, removal, replacement, abandoning, modification, upgrading, operation, and maintenance in the Public Right of Way. Failure by CLSUD to provide proper traffic safety will result in a Stop Work Notice by the City and no work in the Public Right of Way by CLSUD may continue until proper traffic safety is provided by CLSUD. Following completion of work in the Public Rights-of-Way, CLSUD shall repair the affected Public Rights-of-Way as soon as possible, but in all cases CLSUD shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

Commented [AL4]: The City should not bind itself to further regulatory authority over its ROW for the benefit of one user.

Section 7. QUALITY OF SERVICE.

CLSUD shall maintain its Facilities in reasonable operating condition and in accordance with State and Federal regulations during the continuance of this Franchise. CLSUD shall endeavor to maintain a minimum flow of 750 gallons per minute on six inch or larger water lines within the City, save and except for when caused by, and only for so long as is necessary to cure the cause, a shortage in materials, supplies and equipment beyond the control of CLSUD as a result of droughts, fires, epidemics, strikes, riots, storms, floods and other casualties, governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual (i) demands for service, (ii) line breaks, or (iii) water or wastewater system failures or interruptions. In any of such events CLSUD shall do all things reasonably within its power to restore normal service as quickly as practicable.

Commented [AL5]: Traffic safety is a huge issue and as a franchise agreement by nature impacts such this statement should be required by the City as a public policy statement to set expectations.

CLSUD shall not alter the system in a manner that will cause the system to be in violation of any State, Federal or City law.

Section 8. PAYMENT TO THE CITY. In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the City in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the Streets, alleys, and public places of the City, and in lieu of any inspection fee, the District agrees to pay to the City Franchise Fees (defined herein) in the amount and manner described herein.

CLSUD agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to (i) ZERO DOLLARS AND FIFTY CENTS (\$0.50) per month for each retail water service customer of the District where the water meter is located within the corporate limits of the City plus (ii) ZERO DOLLARS AND FIFTY CENTS (\$0.50) per month for each retail wastewater service customer of the District where the water meter is located within the corporate limits of the City (collectively, the "Franchise Fees").

CLSUD agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to four (4%) of CLSUD's gross receipts for the preceding calendar quarter received by CLSUD from the sale of retail water and wastewater services within the corporate limits of the City plus ten cents (10¢) per ten-thousand gallons for water and wastewater transported by CLSUD through the City for its Transport Customers located outside the City during such quarter. "Transport Customer" means any person or entity for whom CLSUD transports water or wastewater through the distribution system within the corporate limits of City for service outside the corporate limits of City.

The Franchise Fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received and transportation volumes delivered by CLSUD after the Effective Date of this Franchise. In no event shall the CLSUD be required to remit to the City Franchise Fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Secretary shall deliver to CLSUD a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

Section 9. ANNEXATIONS BY CITY. This Franchise shall extend to and include any additional customers where the location of the customer's meter is located on territory that is annexed by the City during the Term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, CLSUD shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Uhland. After such sixty (60) day period the payment provisions specified in Section 7 of this Franchise shall apply to customers of CLSUD that have a meter located within such annexed territory. CLSUD shall true-up its map of City boundaries to the City's map on an annual basis.

Section 10. NON-EXCLUSIVE FRANCHISE. Nothing contained in this Franchise shall ever be construed as conferring upon CLSUD any exclusive rights or privileges of any nature whatsoever.

Commented [AL6]: Unique structure. The Red wording is the prosed language, and the blue is standard franchise language. An accounting comparison should be provided to show the difference in benefit to the City in relation to the permitting fees being waived. One important point is that the proposed language is missing an accounting for the water and wastewater moved through CLSUD's facilities to meters outside of the City therefore there is use of the City ROW without compensation and that is against public policy.

Section 11. COMPLIANCE AND REMEDIES.

(a) In the event CLSUD by act or omission violates any material term, condition or provision of this Franchise, the City shall notify CLSUD in writing of such violation. CLSUD shall acknowledge the notice of violation in writing within ten (10) days and if the violation cannot be reasonably corrected within the thirty (30) days CLSUD shall provide a time-line within which the violation shall be corrected and specific details of how such violations shall be corrected. Timely payment of Franchise Fees is a violation that can be reasonably corrected within thirty (30) days. If the City determined that the time-line provided by CLSUD is insufficient the City shall work with CLSUD to determine an agreed upon time period to correct such violation; and, if CLSUD fails to remedy the violation within such time period, then the City shall have the right to terminate this agreement. Any such termination for any reason under this Section 10 shall be by ordinance adopted by the City Council; provided, however, before any such ordinance is adopted, CLSUD must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise CLSUD that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date and place of the hearing.

(b) Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, CLSUD shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

(c) The rights and remedies of City and CLSUD set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

Section 12. RESERVE OF POWERS. Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Ordinances of the City of Uhlard or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by CLSUD; and CLSUD by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

Section 13. INDEMNITY.

(a) TO THE EXTENT ALLOWED BY LAW, CLSUD, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF CLSUD'S WATER AND WASTEWATER SYSTEMS LOCATED IN PUBLIC RIGHTS-OF-WAY, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF CLSUD OR THE CONTRACTORS, AGENTS, OR EMPLOYEES OF CLSUD OR ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY

Commented [AL7]: Moved to assignment section.
Commented [AL8]: This is statement is completely unnecessary and should not be included herein as it is state property law.

REFERRED TO IN THIS SECTION AS "CLAIMS FOR LOSSES" OR SIMPLY "CLAIM"), AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND CLSUD OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

(b) Defense of Third Party Claims

(i) To the extent permitted by law, CLSUD shall be entitled, at its option and reasonable expense and, with counsel of its selection, to assume and control the defense of any Claims for Losses by any non-Party that is subject to indemnity by CLSUD pursuant to this Section 12; provided that CLSUD gives prompt notice of its intention to so control such defense to the City, and reimburses the City for the reasonable costs and expenses incurred by the City prior to the assumption by CLSUD of such defense.

(ii) Notwithstanding the provisions of Subsection 12(b)(i), unless and until CLSUD acknowledges in writing its obligation to indemnify the City and assumes control of the defense of a Claim for Losses in accordance with Subsection 12(b)(i), the City shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any Claim by any third party alleged or asserted against the City in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of CLSUD hereunder.

(iii) Notwithstanding Subsection 12(b)(i) or Subsection 12(b)(ii), CLSUD shall not be entitled to settle or compromise any Claim for Losses without the prior written consent of the City, and such consent shall not be unreasonably withheld or delayed; provided, that after agreeing in writing to indemnify the City, CLSUD may settle or compromise any such Claim without the approval of the City so long as such Claim is solely for monetary damages that are paid in full by CLSUD and so long as the City is fully released from liability by the claimant.

(iv) Following the assumption of the defense of any Claim for Losses by CLSUD, the City shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the City, when and as incurred, unless (i) the employment of counsel by the City has been authorized in writing by CLSUD and CLSUD has agreed to pay such fees and expenses; (ii) the City shall have reasonably concluded that there would be a conflict of interest between CLSUD and the City in the conduct of the defense of such action; (iii) CLSUD shall not in fact have employed independent counsel reasonably satisfactory to the City to assume the defense of such action and shall have been so notified by the City; or (iv) the City shall have reasonably concluded (and specifically notified CLSUD) either that there may be specific defenses available to it that are different from those available to CLSUD or that the proceeding involves or could have a

material adverse effect upon it beyond the scope of this Agreement. If the preceding sentence shall be applicable, then counsel for the City shall have the right to direct the defense of such Claim on behalf of the City and the reasonable fees and disbursements of such counsel shall be at the cost and expense of CLSUD.

Section 14. RELOCATION OF FACILITIES. CLSUD shall, upon written request of the City, relocate its Facilities within Public Rights-of-Way at CLSUD's own expense, exclusive of Facilities installed for service directly to the City, whenever such shall be reasonably necessary for the City on account of the widening, change of grade, relocation, or straightening of Streets or Public Rights of Way. The City shall bear the costs of all relocations of Facilities installed for service directly to City.

Section 15. ABANDONMENT OF FACILITIES. CLSUD shall provide notice to the City upon abandoning any facilities located in the Public Rights of Way and remove such abandoned facilities from the Public Rights of Way at CLSUD's sole expense within one (1) year or such abandoned facilities that have not been removed after one (1) year shall be considered public property of the City and therefore the City may take control of, use, remove or dispose of such abandoned facilities without notice to CLSUD.

Section 16. GOVERNMENTAL FUNCTION. All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 17. RECORDS AND REPORTS

(a) **Books of Account.** CLSUD shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at CLSUD's principal office in Uhlend, Texas.

(b) **Access by City.** The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the Franchise Fees only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. CLSUD and the City shall each bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to CLSUD's operations under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request.

(c) **Interest on Underpayments and Overpayments.** (1) Amounts due to City for late payments shall include interest, compounded daily equal to three percent (3%). (2) If the City identifies, as a result of a Franchise Fee compliance review, amounts owed by CLSUD from prior periods or prior underpayments, then CLSUD shall include interest, compounded daily equal to three percent (3%). Said interest shall be payable on such sums from the date the initial payment was due until it is paid. (3) Amounts due CLSUD for past overpayments shall include interest, compounded daily equal to three percent (3%).

Section 18. EASEMENT. In consideration for the compensation set forth in Section 7, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by CLSUD pursuant to this Franchise Ordinance, then City, to the maximum extent of

Commented [AL9]: As is the case right now. The City is not responsible for relocating any facilities for road or ROW improvements/changes except for those directly serving the City facilities and should not bind itself to do so.

Commented [AL10]: This statement could require the City to find and acquire ROW for CLSUD and that is against public policy.

Commented [AL11]: It is against public policy for a ROW user to abandon facilities without a timeline to claim such. Otherwise, the City's ROW is encumbered by trash indefinitely without recourse to use it, repurpose it or remove it.

its right to do so, shall first grant CLSUD an easement for such use and the sale, conveyance, or surrender of possession of the Public Right-of-Way shall be subject to the right and continued use by CLSUD.

Section 19. FIRE HYDRANTS AND EMERGENCY FIREFIGHTING USE. If the City deems it necessary or advisable to connect fire hydrants or other devices to CLSUD's pipes or valves to combat fires, no charge shall be to the City for any such connections. It shall be the duty of CLSUD to provide safe potable drinking water to meet the domestic water needs of the consuming public. Additionally, CLSUD's water resources are available for firefighting activities without guarantee or warranty of capacity at any specific point of usage in the distribution system at any given time. All municipal, ESD and volunteer fire departments in CLSUD's service area, or other fire fighters responding to mutual aid requests, may take water from CLSUD's distribution system for emergency fire-fighting purposes without charge.

Commented [AL12]: This should be required as public policy.

There shall be no guarantee that any specific fire hydrant will provide any given rate of flow at any given point in time. Tests of CLSUD fire hydrants within the City will be made once per year in accordance with NFPA standards. Test results will be given to City and all fire departments located in CLSUD'S service area within 15 days of the results being obtained. As a result, the CLSUD will color-code all fire hydrants in accordance with the NFPA color coding system. In the event a fire department is using a hard-suction supply line, such fire-fighting organization will draw water from such fire hydrants in accordance with (not to exceed) these color codes. CLSUD will establish an annual maintenance program for all fire hydrants in its service area and provide a copy of such program or memorandum thereof to the City. CLSUD shall notify the City and all fire departments located in CLSUD'S service area in advance of removal or modification of fire hydrants that might be used for fire-fighting purposes.

Section 20. ACCEPTANCE. CLSUD shall, within sixty (60) days following the final passage and approval of this Franchise Agreement Ordinance, file with the City of Umland a resolution adopted by the CLSUD Board of Directors in the form, or including substantially the same or language, attached hereto this Franchise Agreement Ordinance and duly executed by the Board President of CLSUD and attested to by the Board Secretary of CLSUD.

Section 21. ASSIGNMENT. CLSUD shall not assign nor transfer this Franchise Agreement nor any rights hereunder without first obtaining the written consent of the City. Consent shall be granted only upon a showing that (a) it is in the best interests of the ratepayers and the residents of the City, and (b) the assignee is fully capable of and willing to perform fully and in a timely manner, all obligations of CLSUD contained in this Franchise Agreement Ordinance. The City shall act upon a written application under this paragraph within 120 days after it is filed with the City by the CLSUD and the proposed assignee. Consent to the assignment or transfer shall be by ordinance. If the City fails to consent to the assignment or transfer within 120 days the Franchise Agreement memorialized herein by the terms, conditions and provisions of this Franchise Agreement Ordinance shall immediately terminate.

Section 22. SEVERABILITY. If any provision, section, subsection, sentence, clause or phrase of this Franchise Agreement Ordinance is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise Agreement Ordinance shall not be affected thereby, it being the intent the City of Umland in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any

unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this Franchise Agreement Ordinance are declared to be severable.

Section 23. NOTICES. Every notice, order, petition, documents or other direction or communication to be served upon the City or CLSUD shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested.

Every such communication to CLSUD shall be sent to:

County Line Special Utility District
Attn: General Manager
8870 Camino Real
Uhland, Texas 78640

With a copy to:

Lloyd Gosselink Rochelle & Townsend, P.C.
Attn: Michael A. Gershon
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Every such communication to the City or the City Council shall be sent to the:

City Administrator, City of Uhland
15 N. Old Spanish Trail
Uhland, Texas 78640

With a Copy to:

City Legal
15 N. Old Spanish Trail
Uhland, Texas 78640

Section 24. TERMINATION. The Franchise Agreement memorialized herein by the terms, conditions and provisions of this Franchise Agreement Ordinance may be terminated for any reason or without reason by either City or CLSUD by providing 120 days written notice. Sections 6, 8, 11, 13, 14, 15, 16, 17, 18, 21, 22 and 23 shall survive termination only to the extent of exercising the rights and executing the obligations of each individual section that may extend past termination. Except for those obligations in the sections of this Franchise Agreement Ordinance which survive termination, CLSUD shall have no further obligations under this Franchise Agreement Ordinance upon termination. In the event of termination, the City shall repeal this Franchise Agreement Ordinance at the next available City Council meeting.

Section 25. PUBLICATION, PASSAGE AND EFFECTIVE DATE. This Franchise Ordinance, having been published, if required, shall take effect and be in force from and after the first day of the month following thirty (30) days after receipt by CLSUD's acceptance ("Effective Date"). CLSUD shall pay the cost of publications should such be required.

Section 26. COMPLIANCE WITH CITY ORDINANCES. This Franchise Agreement Ordinance, the rights granted hereby, and the operations and activities performed by CLSUD pursuant hereto shall be subject to applicable ordinances of the City of Umland, Texas. Except to the extent otherwise expressly provided herein, the Franchise and rights granted hereby and the operations and activities performed by CLSUD pursuant hereto, shall be subject to all valid ordinances and regulations of the City insofar as such ordinances and regulations (a) unless in compliance herein, do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the Franchise and right granted to CLSUD hereby, (b) do not conflict with or are not inconsistent with the terms and provisions contained in this Franchise Agreement Ordinance, or (c) do not unreasonably regulate CLSUD's operations and activities in the Public Rights-of-Way of the City. All such conflicting or inconsistent ordinances are hereby repealed to the extent of such conflict or inconsistency.

Commented [AL13]: This is already covered in this paragraph. This first sentence is technically also covered and can be deleted.

PASSED AND APPROVED this _____ day of _____ 202____ by a vote of _____ yeas, _____ nays, and _____ abstentions of _____ present Alderman of the City of Umland, Texas.

CITY OF UMLAND, TEXAS:

VICKI HUNTER, MAYOR

ATTEST:

CITY ADMINISTRATOR, CITY OF UMLAND, TEXAS

COUNTY LINE SPECIAL UTILITY DISTRICT

RESOLUTION

On the _____ day of _____, 202____, County Line Special Utility District Board of Directors hereby accepts the attached Franchise Agreement Ordinance and agrees to bound CLSUD, its Board, Successors and Assigns by all of its terms, conditions and provisions contained therein.”

COUNTY LINE SPECIAL UTILITY DISTRICT,

By:

Christopher Betz, Board President

ATTEST:

Toni Brewer, Board Secretary

Commented [AL14]: As CLSUD is a quasi-governmental entity a resolution of the governing board is required to approve the franchise agreement.

Commented [AL15]: This is not necessary as the franchise agreement does not have to be filed with the RRC or the PUC.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF UHLAND, TEXAS, GRANTING TO COUNTY LINE SPECIAL UTILITY DISTRICT THE RIGHT, PRIVILEGE AND FRANCHISE FOR A PERIOD OF TEN (10) YEARS TO CONSTRUCT, INSTALL, EXTEND, REMOVE, REPLACE, ABANDON, MODIFY, UPGRADE, OPERATE, AND MAINTAIN ITS WATER AND WASTEWATER FACILITIES WITHIN THE PUBLIC RIGHTS-OF-WAY OF THE CITY OF UHLAND, TEXAS FOR THE TRANSPORTATION, DELIVERY, SALE, FURNISHING, COLLECTION, AND DISTRIBUTION OF WATER AND WASTEWATER SERVICE; PROVIDING FOR PAYMENT TO THE CITY OF UHLAND; CONTAINING OTHER PROVISIONS REGULATING THE FRANCHISE; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UHLAND, TEXAS;

Section 1. Short Title. This Ordinance shall be known as the CLSUD Franchise Agreement.

Section 2. GRANT OF AUTHORITY AND AGREEMENT. Subject to the terms, conditions and provisions of this Franchise Agreement Ordinance, the right, privilege and franchise is hereby granted to County Line Special Utility District, hereinafter called "CLSUD", to construct, install, extend, remove, replace, abandon, modify, upgrade, operate, and maintain its Facilities within the Public Rights-of-Way of the City of Uhlend, Texas for the transportation, delivery, sale, furnishing, collection, and distribution of water and wastewater service within the corporate limits of the City of Uhlend, as the same are now and as the same may from time to time be extended.

Section 3. DEFINITIONS.

- A. "City" shall mean the City of Uhlend, Texas.
- B. "CLSUD" shall mean County Line Special Utility District, a Texas special utility district, and shall not mean any of its affiliates and subsidiaries who shall have no right, privilege or franchise granted hereunder.
- C. "Facilities" shall mean CLSUD's pipes, pipelines, mains, laterals, feeders, regulators, meters, manholes, water storage tanks, ponds, lift stations, water treatment plants, wastewater treatment plants, fixtures, connections and attachments, and other instrumentalities and appurtenances, used in or incident to providing transportation, distribution, collection, supply, and sales of raw water, potable water, reclaimed water, and/or wastewater services and any other purposes for which such services may now or hereafter be used.
- D. "Public Rights-of-Way" shall mean the areas in, under, upon, over, across, and along any and all of the present and future Streets or streams now or hereafter owned or controlled by City.
- E. "Street" shall mean the surface and the space above and below any public street, road, highway, alley, bridge, sidewalk, or other public place or way.

Section 4. TERM OF FRANCHISE. This Franchise shall become effective on the Effective Date described in Section 25 and shall be in full force and effect for a term of ten (10) years.

Section 5. CONSTRUCTION AND MAINTENANCE OF WATER AND WASTEWATER FACILITIES. All Facilities installed by CLSUD shall be of sound material and good quality and shall be laid so that they will not interfere with the artificial drainage of the City or its underground fixtures, or with navigation in or the natural drainage of any stream. All Facilities shall be installed in accordance with applicable Federal and State regulations and in the absence of such regulations in accordance with accepted water and wastewater industry practice. Within the City's Public Rights-of-Way, the location and route of the Facilities by CLSUD shall be subject to the reasonable and proper regulation, direction, and control of the City or the City official to whom such duties have been delegated. Such regulation shall include, but is not limited to, the right to require in writing to the extent provided in Section 13 the relocation of CLSUD's Facilities within the Public Rights-of-Way of the City at CLSUD's cost whenever such relocation shall be reasonably necessary for the City to accommodate the widening, change of grade, relocation or straightening of Streets or Public Rights-of-Way. In the event that the City requires CLSUD to relocate any Facilities, the City will provide CLSUD with written notice at least six (6) months prior to the date that such Facilities must be relocated. CLSUD shall keep current and up-to-date maps showing the physical location of CLSUD's Facilities and make available for inspection by the City at no cost during normal working hours.

Section 6. STREETS TO BE RESTORED TO GOOD CONDITION. CLSUD and its contractors shall give City reasonable notice, of the dates, location and nature of all work to be performed on its Facilities within the Public Rights-of-Way. This Franchise shall constitute the basis for a permit to perform all work on CLSUD's Facilities within the Public Rights-of-Way and to park vehicles in the Streets and other Public Rights-of-Way when necessary for the construction, installation, extension, removal, replacement, abandoning, modification, upgrading, operation, and maintenance of CLSUD's Facilities. CLSUD and representatives and contractors performing work on behalf of or for CLSUD shall obtain all required permits in addition to the Franchise yet shall not be required to pay any permitting fee in addition to the franchise fee in order to perform work on CLSUD's Facilities, or park within the Streets and other Public Rights-of-Way. Proper traffic safety and work site safety including signage, public notices, lighting and reflective materials shall be the responsibility of and used by CLSUD during all Facility construction, installation, extension, removal, replacement, abandoning, modification, upgrading, operation, and maintenance in the Public Right of Way. Failure by CLSUD to provide proper traffic safety will result in a Stop Work Notice by the City and no work in the Public Right of Way by CLSUD may continue until proper traffic safety is provided by CLSUD. Following completion of work in the Public Rights-of-Way, CLSUD shall repair the affected Public Rights-of-Way as soon as possible, but in all cases CLSUD shall comply with all City ordinances governing time periods and standards relating to excavating in the Public Rights-of-Way. No street, alley, highway or public place shall be encumbered for a longer period than shall be necessary to execute the work.

Section 7. QUALITY OF SERVICE. CLSUD shall maintain its Facilities in reasonable operating condition and in accordance with State and Federal regulations during the continuance of this Franchise. CLSUD shall endeavor to maintain a minimum flow of 750 gallons per minute on six inch or larger water lines within the City, save and except for when caused by, and only for so long as is necessary to cure the cause, a shortage in materials, supplies and equipment beyond the control of CLSUD as a result of droughts, fires, epidemics, strikes, riots, storms, floods and other casualties, governmental regulations, limitations and restrictions as to the use and availability of materials, supplies and equipment and as to the use of the services, and unforeseeable and unusual (i) demands for service, (ii) line breaks, or (iii) water or wastewater system failures or interruptions. In any of such events CLSUD shall do all things reasonably within its power to restore normal service as quickly as practicable.

CLSUD shall not alter the system in a manner that will cause the system to be in violation of any State, Federal or City law.

Section 8. PAYMENT TO THE CITY. In consideration of the rights and privileges herein granted, the administration of the Franchise by the City, the temporary interference with the use of Public Rights-of-Way and cost and obligations undertaken by the City in relation thereto and in lieu of any license, charge, fee, street or alley rental or other character of charge for use and occupancy of the Streets, alleys, and public places of the City, and in lieu of any inspection fee, the District agrees to pay to the City Franchise Fees (defined herein) in the amount and manner described herein.

CLSUD agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to (i) ZERO DOLLARS AND FIFTY CENTS (\$0.50) per month for each retail water service customer of the District where the water meter is located within the corporate limits of the City plus (ii) ZERO DOLLARS AND FIFTY CENTS (\$0.50) per month for each retail wastewater service customer of the District where the water meter is located within the corporate limits of the City (collectively, the "Franchise Fees").

~~CLSUD agrees to pay to the City quarterly during the continuance of this Franchise a sum of money equal to four (4%) of CLSUD's gross receipts for the preceding calendar quarter received by CLSUD from the sale of retail water and wastewater services within the corporate limits of the City plus ten cents (10¢) per ten thousand gallons for water and wastewater transported by CLSUD through the City for its Transport Customers located outside the City during such quarter. "Transport Customer" means any person or entity for whom CLSUD transports water or wastewater through the distribution system within the corporate limits of City for service outside the corporate limits of City.~~

The Franchise Fees hereunder shall be calculated for the calendar quarters ending March 31, June 30, September 30, and December 31 and shall be payable on or before the fifteenth day of May, August, November, and February following the quarter for which payment is made, beginning with the first such date following the Effective Date of this Franchise and each August 15th, November 15th, February 15th, and May 15th thereafter; provided, however, the first such payment shall be prorated as necessary to reflect only those gross receipts received and transportation volumes delivered by CLSUD after the Effective Date of this Franchise. In no event shall the CLSUD be required to remit to the City Franchise Fee amounts that for any reason whatsoever are not fully recoverable from its customers. Upon receipt of the above amount of money, the City Secretary shall deliver to CLSUD a receipt for such amount. If any payment due date required herein falls on a weekend or bank holiday, payment shall be made on or before the close of business of the first working day after the payment due date.

Section 9. ANNEXATIONS BY CITY. This Franchise shall extend to and include any additional customers where the location of the customer's meter is located on territory that is annexed by the City during the Term of this Franchise. Within sixty (60) days from the receipt of notice from the City of any such annexation, CLSUD shall assure that any and all customers within such annexed territory are included and shown on its accounting system as being within the corporate limits of the City of Umland. After such sixty (60) day period the payment provisions specified in Section 7 of this Franchise shall apply to customers of CLSUD that have a meter located within such annexed territory. CLSUD shall true-up its map of City boundaries to the City's map on an annual basis.

Section 10. NON-EXCLUSIVE FRANCHISE. Nothing contained in this Franchise shall ever be construed as conferring upon CLSUD any exclusive rights or privileges of any nature whatsoever.

Commented [AL1]: Unique structure. The Red wording is the proposed language, and the blue is standard franchise language. An accounting comparison should be provided to show the difference in benefit to the City in relation to the permitting fees being waived. One important point is that the proposed language is missing an accounting for the water and wastewater moved through CLSUD's facilities to meters outside of the City therefore there is use of the City ROW without compensation and that is against public policy.

Commented [JRB2]: CLSUD does not have the technical capacity to track where all the water delivered to customers has traveled in the CLSUD system. CLSUD is willing to nevertheless work up an estimate for an accounting comparison, however CLSUD would similarly like to see an accounting of the permit fees the City contemplates will be waived. Also, other Cities where CLSUD serves do not have this requirement (i.e. Kyle) and has concerns this methodology could therefore cause greater issues.

Section 11. COMPLIANCE AND REMEDIES.

(a) In the event CLSUD by act or omission violates any material term, condition or provision of this Franchise, the City shall notify CLSUD in writing of such violation. CLSUD shall acknowledge the notice of violation in writing within ten (10) days and if the violation cannot be reasonably corrected within the thirty (30) days CLSUD shall provide a time-line within which the violation shall be corrected and specific details of how such violations shall be corrected. Timely payment of Franchise Fees is a violation that can be reasonably corrected within thirty (30) days. If the City determined that the time-line provided by CLSUD is insufficient the City shall work with CLSUD to determine an agreed upon time period to correct such violation; and, if CLSUD fails to remedy the violation within such time period, then the City shall have the right to terminate this agreement. Any such termination for any reason under this Section 10 shall be by ordinance adopted by the City Council; provided, however, before any such ordinance is adopted, CLSUD must be given at least sixty (60) days' advance written notice. Such notice shall set forth the causes and reasons for the proposed termination and cancellation, shall advise CLSUD that it will be provided an opportunity to be heard by City Council regarding such proposed action before any such action is taken and shall set forth the time, date and place of the hearing.

(b) Other than its failure, refusal or inability to pay its debts and obligations, including, specifically, the payments to the City required by this Franchise, CLSUD shall not be declared in default or be subject to any sanction under any provision of this Franchise in those cases in which performance of such provision is prevented by reasons beyond its control.

(c) The rights and remedies of City and CLSUD set forth herein shall be in addition to, and not in limitation of, any other rights and remedies provided at law or in equity and City's exercise of any particular remedy shall not constitute a waiver of its rights to exercise any other remedy.

Section 12. RESERVE OF POWERS. Except as otherwise provided in this Franchise, the City by the granting of this Franchise does not surrender or to any extent lose, waive, impair or lessen the lawful powers, claims and rights, now or hereafter vested in the City under the Constitution and statutes of the State of Texas and under the Ordinances of the City of Umland or other applicable law, to regulate public utilities within the City and to regulate the use of the Streets by CLSUD; and CLSUD by its acceptance of this Franchise agrees that, except as otherwise provided in this Franchise, all lawful powers and rights, whether regulatory or otherwise, as are or as may be from time to time vested in or reserved to the City, shall be in full force and effect and subject to the exercise thereof by the City at any time and from time to time.

Section 13. INDEMNITY.

(a) TO THE EXTENT ALLOWED BY LAW, CLSUD, ITS SUCCESSORS AND ASSIGNS, SHALL PROTECT AND HOLD THE CITY AND ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "THE CITY") HARMLESS AGAINST ANY AND ALL CLAIMS OR DEMANDS FOR DAMAGES TO ANY PERSON OR PROPERTY BY REASON OF THE CONSTRUCTION AND MAINTENANCE OF CLSUD'S WATER AND WASTEWATER SYSTEMS LOCATED IN PUBLIC RIGHTS-OF-WAY, OR IN ANY WAY GROWING OUT OF THE RIGHTS GRANTED BY THIS FRANCHISE, EITHER DIRECTLY OR INDIRECTLY, OR BY REASON OF ANY ACT, NEGLIGENCE OR NONFEASANCE OF CLSUD OR THE CONTRACTORS, AGENTS, OR EMPLOYEES OF CLSUD OR ITS SUCCESSORS AND ASSIGNS (COLLECTIVELY

REFERRED TO IN THIS SECTION AS "CLAIMS FOR LOSSES" OR SIMPLY "CLAIM"), AND SHALL REFUND TO THE CITY ALL SUMS WHICH THE CITY MAY BE ADJUDGED TO PAY ON ANY SUCH CLAIM, OR WHICH MAY ARISE OR GROW OUT OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED OR BY THE ABUSE THEREOF, AND CLSUD OR ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND ON ACCOUNT OF ALL DAMAGES, COSTS, EXPENSES, ACTIONS, AND CAUSES OF ACTION THAT MAY ACCRUE TO OR BE BROUGHT BY, A PERSON, PERSONS, COMPANY OR COMPANIES AT ANY TIME HEREAFTER BY REASON OF THE EXERCISE OF THE RIGHTS AND PRIVILEGES HEREBY GRANTED, OR OF THE ABUSE THEREOF.

(b) Defense of Third Party Claims

(i) To the extent permitted by law, CLSUD shall be entitled, at its option and reasonable expense and, with counsel of its selection, to assume and control the defense of any Claims for Losses by any non-Party that is subject to indemnity by CLSUD pursuant to this Section 12; provided that CLSUD gives prompt notice of its intention to so control such defense to the City, and reimburses the City for the reasonable costs and expenses incurred by the City prior to the assumption by CLSUD of such defense.

(ii) Notwithstanding the provisions of Subsection 12(b)(i), unless and until CLSUD acknowledges in writing its obligation to indemnify the City and assumes control of the defense of a Claim for Losses in accordance with Subsection 12(b)(i), the City shall have the right, but not the obligation, to contest, defend and litigate, with counsel of its own selection, any Claim by any third party alleged or asserted against the City in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder, and the reasonable costs and expenses thereof shall be subject to the indemnification obligations of CLSUD hereunder.

(iii) Notwithstanding Subsection 12(b)(i) or Subsection 12(b)(ii), CLSUD shall not be entitled to settle or compromise any Claim for Losses without the prior written consent of the City, and such consent shall not be unreasonably withheld or delayed; provided, that after agreeing in writing to indemnify the City, CLSUD may settle or compromise any such Claim without the approval of the City so long as such Claim is solely for monetary damages that are paid in full by CLSUD and so long as the City is fully released from liability by the claimant.

(iv) Following the assumption of the defense of any Claim for Losses by CLSUD, the City shall have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of the City, when and as incurred, unless (i) the employment of counsel by the City has been authorized in writing by CLSUD and CLSUD has agreed to pay such fees and expenses; (ii) the City shall have reasonably concluded that there would be a conflict of interest between CLSUD and the City in the conduct of the defense of such action; (iii) CLSUD shall not in fact have employed independent counsel reasonably satisfactory to the City to assume the defense of such action and shall have been so notified by the City; or (iv) the City shall have reasonably concluded (and specifically notified CLSUD) either that there may be specific defenses available to it that are different from those available to CLSUD or that the proceeding involves or could have a

material adverse effect upon it beyond the scope of this Agreement. If the preceding sentence shall be applicable, then counsel for the City shall have the right to direct the defense of such Claim on behalf of the City and the reasonable fees and disbursements of such counsel shall be at the cost and expense of CLSUD.

Section 14. RELOCATION OF FACILITIES. CLSUD shall, upon written request of the City, relocate its Facilities within Public Rights-of-Way at CLSUD's own expense, exclusive of Facilities installed for service directly to the City, whenever such shall be reasonably necessary for the City on account of the widening, change of grade, relocation, or straightening of Streets or Public Rights of Way. The City shall bear the costs of all relocations of Facilities installed for service directly to City and of any relocation of Facilities requested by City for reasons other than the widening, change of grade, or relocation by City of Streets or Public Rights-of-Way, or construction or relocation by the City of City utility lines or drainage facilities.

Section 15. ABANDONMENT OF FACILITIES. CLSUD shall provide notice to the City upon abandoning any facilities located in the Public Rights of Way and remove such abandoned facilities from the Public Rights of Way at CLSUD's sole expense within one (1) year or such abandoned facilities that have not been removed after one (1) year shall be considered public property of the City and therefore the City may take control of, use, remove or dispose of such abandoned facilities without notice to CLSUD.

Section 16. GOVERNMENTAL FUNCTION. All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

Section 17. RECORDS AND REPORTS.

(a) Books of Account. CLSUD shall keep complete and accurate books of accounts and records of its business and operations under and in connection with this Franchise. All such books of accounts and records shall be kept at CLSUD's principal office in Umland, Texas.

(b) Access by City. The City may conduct an audit or other inquiry or may pursue a cause of action in relation to the payment of the Franchise Fees only if such audit, inquiry, or pursuit of a cause of action concerns a payment made less than three (3) years before the commencement of such audit, inquiry, or pursuit of a cause of action. CLSUD and the City shall each bear its own costs of any such audit or inquiry. Upon receipt of a written request from the City, all books and records related to CLSUD's operations under this Franchise shall be made available for inspection and copying no later than thirty (30) days from receipt of such request.

(c) Interest on Underpayments and Overpayments. (1) Amounts due to City for late payments shall include interest, compounded daily equal to three percent (3%). (2) If the City identifies, as a result of a Franchise Fee compliance review, amounts owed by CLSUD from prior periods or prior underpayments, then CLSUD shall include interest, compounded daily equal to three percent (3%). Said interest shall be payable on such sums from the date the initial payment was due until it is paid. (3) Amounts due CLSUD for past overpayments shall include interest, compounded daily equal to three percent (3%).

Section 18. EASEMENT. In consideration for the compensation set forth in Section 7, City agrees that if City sells, conveys, or surrenders possession of any portion of the Public Right-of-Way that is being used by CLSUD pursuant to this Franchise Ordinance, then City, to the maximum extent of its right to do so, shall first grant CLSUD an easement for such use and the sale, conveyance, or surrender of possession of the Public Right-of-Way shall be subject to the right and continued use by CLSUD.

~~Section 19. Section 17. [Intentionally omitted]~~

~~**FIRE HYDRANTS AND EMERGENCY FIREFIGHTING USE.** If the City deems it necessary or advisable to connect fire hydrants or other devices to CLSUD's pipes or valves to combat fires, no charge shall be to the City for any such connections. It shall be the duty of CLSUD to provide safe potable drinking water to meet the domestic water needs of the consuming public. Additionally, CLSUD's water resources are available for firefighting activities without guarantee or warranty of capacity at any specific point of usage in the distribution system at any given time. All municipal, ESD and volunteer fire departments in CLSUD's service area, or other fire fighters responding to mutual aid requests, may take water from CLSUD's distribution system for emergency fire fighting purposes without charge.~~

~~There shall be no guarantee that any specific fire hydrant will provide any given rate of flow at any given point in time. Tests of CLSUD fire hydrants within the City will be made once per year in accordance with NFPA standards. Test results will be given to City and all fire departments located in CLSUD'S service area within 15 days of the results being obtained. As a result, the CLSUD will color code all fire hydrants in accordance with the NFPA color coding system. In the event a fire department is using a hard suction supply line, such fire fighting organization will draw water from such fire hydrants in accordance with (not to exceed) these color codes. CLSUD will establish an annual maintenance program for all fire hydrants in its service area and provide a copy of such program or memorandum thereof to the City. CLSUD shall notify the City and all fire departments located in CLSUD'S service area in advance of removal or modification of fire hydrants that might be used for fire fighting purposes.~~

~~**Section 19. ACCEPTANCE.** CLSUD shall, within sixty (60) days following the final passage and approval of this Franchise Agreement Ordinance, file with the City of Umland a resolution adopted by the CLSUD Board of Directors in the form, or including substantially the same or language, attached hereto this Franchise Agreement Ordinance, and duly executed by the Board President of CLSUD and attested to by the Board Secretary of CLSUD.~~

~~**Section 20. ASSIGNMENT.** CLSUD shall not assign nor transfer this Franchise Agreement nor any rights hereunder without first obtaining the written consent of the City. Consent shall be granted only upon a showing that (a) it is in the best interests of the ratepayers and the residents of the City, and (b) the assignee is fully capable of and willing to perform fully and in a timely manner, all obligations of CLSUD contained in this Franchise Agreement Ordinance. The City shall act upon a written application under this paragraph within 120 days after it is filed with the City by the CLSUD and the proposed assignee. Consent to the assignment or transfer shall be by ordinance. If the City fails to consent to the assignment or transfer within 120 days the Franchise Agreement memorialized herein by the terms, conditions and provisions of this Franchise Agreement Ordinance shall immediately terminate.~~

~~**Section 21. SEVERABILITY.** If any provision, section, subsection, sentence, clause or phrase of this Franchise Agreement Ordinance is for any reason held to be unconstitutional, void, or invalid or for any reason unenforceable, the validity of the remaining portions of this Franchise Agreement~~

Formatted: Indent: First line: 0"

Commented [DJK3]: This is a new provision from the City. We should discuss this provision.

Commented [AL4]: This should be required as public policy.

Formatted: Indent: First line: 0"

Ordinance shall not be affected thereby, it being the intent the City of Umland in adopting this Franchise that no portion hereof or provision hereof shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion, provision or regulation and, to this end, all provisions of this Franchise Agreement Ordinance are declared to be severable.

Section 223. NOTICES. Every notice, order, petition, documents or other direction or communication to be served upon the City or CLSUD shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested.

Every such communication to CLSUD shall be sent to:

County Line Special Utility District
Attn: General Manager
8870 Camino Real
Umland, Texas 78640

With a copy to:

Lloyd Gosselink Rochelle & Townsend, P.C.
Attn: Michael A. Gershon
816 Congress Avenue, Suite 1900
Austin, Texas 78701

Every such communication to the City or the City Council shall be sent to the:

City Administrator, City of Umland
15 N. Old Spanish Trail
Umland, Texas 78640

With a Copy to:

City Legal
15 N. Old Spanish Trail
Umland, Texas 78640

Section 24. TERMINATION. The Franchise Agreement memorialized herein by the terms, conditions and provisions of this Franchise Agreement Ordinance may be terminated for any reason or without reason by either City or CLSUD by providing 120 days written notice. Sections 6, 8, 11, 13, 14, 15, 16, 17, 18, 21, 22 and 23 shall survive termination only to the extent of exercising the rights and executing the obligations of each individual section that may extend past termination. Except for those obligations in the sections of this Franchise Agreement Ordinance which survive termination, CLSUD shall have no further obligations under this Franchise Agreement Ordinance upon termination. In the event of termination, the City shall repeal this Franchise Agreement Ordinance at the next available City Council meeting.

Section 235. PUBLICATION, PASSAGE AND EFFECTIVE DATE. This Franchise Ordinance, having been published, if required, shall take effect and be in force from and after the first

day of the month following thirty (30) days after receipt by CLSUD's acceptance ("Effective Date"). CLSUD shall pay the cost of publications should such be required.

Section 246. COMPLIANCE WITH CITY ORDINANCES. This Franchise Agreement Ordinance, the rights granted hereby, and the operations and activities performed by CLSUD pursuant hereto shall be subject to applicable ordinances of the City of Uhland, Texas. Except to the extent otherwise expressly provided herein, the Franchise and rights granted hereby and the operations and activities performed by CLSUD pursuant hereto, shall be subject to all valid ordinances and regulations of the City insofar as such ordinances and regulations (a) unless in compliance herein, do not shorten the term hereof or terminate, abrogate, or materially and adversely affect the Franchise and right granted to CLSUD hereby, (b) do not conflict with or are not inconsistent with the terms and provisions contained in this Franchise Agreement Ordinance, or (c) do not unreasonably regulate CLSUD's operations and activities in the Public Rights-of-Way of the City. All such conflicting or inconsistent ordinances are hereby repealed to the extent of such conflict or inconsistency.

PASSED AND APPROVED this _____ day of _____ 202__ by a vote of _____ yeas, _____ nays, and _____ abstentions of _____ present Alderman of the City of Uhland, Texas.

CITY OF UHLAND, TEXAS:

VICKI HUNTER, MAYOR.

ATTEST:

CITY ADMINISTRATOR, CITY OF UHLAND, TEXAS

COUNTY LINE SPECIAL UTILITY DISTRICT

RESOLUTION

On the _____ day of _____, 202____, County Line Special Utility District Board of Directors hereby accepts the attached Franchise Agreement Ordinance and agrees to bound CLSUD, its Board, Successors and Assigns by all of its terms, conditions and provisions contained therein.”

COUNTY LINE SPECIAL UTILITY DISTRICT,

By:

Christopher Betz, Board President

ATTEST:

Toni Brewer, Board Secretary

November 19, 2020

Ms. Traci McGinley
City Secretary
City of Umland
15 N Old Spanish Trl
Umland, TX 78640

Dear Ms. McGinley:

An updated actuarial study has been completed for the City of Umland to begin participation in the Texas Municipal Retirement System (TMRS). The enclosed studies utilize information obtained from your city on October 23, 2020.

Enclosed is contribution rate information from our actuaries concerning all of the different plan options available to your city and a model participation ordinance. Also, enclosed are retirement estimates based on a **5%** member deposit rate and a **1 to 1** city-matching ratio.

The enclosed participation ordinance also includes your city's participation in the Supplemental Death Benefits program.

The Supplemental Death Benefits program provides death benefits for both active and retired employees. In the event a current employee dies, the plan pays a benefit approximately equal to the member's annual salary. If a retiree dies, the plan pays a death benefit of \$7,500.00.

We would appreciate receiving a copy of this ordinance as it is adopted.

If you need additional information or would like a TMRS representative to visit your city, please feel free to contact me at 1-800-924-8677.

Sincerely,

Eric W. Davis
Chief Service Officer



TMRS-New City SDB

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE PROVIDING FOR THE PARTICIPATION IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM AND THE SUPPLEMENTAL DEATH BENEFITS FUND BY THE CITY OF UHLAND TEXAS; AND TO MAKE CURRENT SERVICE AND PRIOR SERVICE CONTRIBUTIONS TO THE CITY'S ACCOUNT IN THE BENEFIT ACCUMULATION FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM AT THE ACTUARIALLY DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION.

WHEREAS, Subtitle G of Title 8 of the Government Code, as amended (herein after referred to as the "TMRS Act"), relating to the Texas Municipal Retirement System (the "System"), authorizes the governing body of each city or town to elect, at its option, to have one or more of the city departments participate in such System; and

WHEREAS, the City Council of the City of, Texas, finds that it will be in the public interest for the City to have its employees participate in the System as hereinafter provided; now, therefore,

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

Uhland, Texas, on behalf of said City, hereby exercises its option and elects to have this City and all of the employees of all departments now existing and those hereafter created participate in the System as provided in the TMRS Act.

Section 2. The Mayor is hereby directed to notify the Board of Trustees of the System that this City has elected to participate and have the employees of this City covered in said System.

Section 3. Each person who becomes an employee of this City on or after the effective date of participation of this City whose position shall require more than 1,000 hours per year shall become a member of the System as a condition of their employment.

Section 4. Each employee of this City who is a member of the System is eligible to retire and receive a service retirement annuity if the member has at least 20 years of credited service in the System performed for one or more municipalities that have adopted a like provision under Section 854.202(g) of the TMRS Act.

Section 5. In accordance with the provisions of the TMRS Act, the deposits to be made to the System on account of current service of the employees of the several participating departments are hereby fixed at the rate of _____ percent (5%,6% or 7%) of the full earnings of each employee of said departments.

Section 6. Each employee who qualifies for such credit shall be allowed "prior service credit" (as defined in Section 853.101 of the TMRS Act) at the rate of _____ percent (50% or 100%) of the "base credit" of such member, calculated in the manner prescribed in Section 853.105 of said Act.

Section 7. For each month of current service rendered to this City by each of its employees who are members of the System, the City elects to provide for each such member at the time of his or her retirement, a

sum that is _____percent (100%, 150%, or 200%) of such member's accumulated deposits for such month of employment; and said sum shall be a liability of the City's account in the benefit accumulation fund.

Section 8. The City Secretary is hereby directed to remit to the Board of Trustees of the System, at its office in Austin, Texas, the city contributions to the System and the amounts which shall be deducted from the compensation or payroll of employees, all as required by said Board under the provisions of the TMRS Act, and the said official is hereby authorized and directed to ascertain and certify officially on behalf of this City the prior service rendered to the said municipality by each of the employees of the participating departments, and the average prior service compensation received by each of the employees of the participating departments and make and execute all prior service certifications and all other reports and certifications which may be required of the City under the provisions of the TMRS Act, or in compliance with the rules and regulations of the Board of Trustees of the System.

Section 9. The City hereby elects to participate in the Supplemental Death Benefits Fund of the System for the purpose of providing in-service death benefits for each of this City's employees who are members of said System, and for the purpose of providing post-retirement death benefits for annuitants whose last covered employment was as an employee of this City, in the amounts and on the terms provided for in Sections 852.004, 854.601 through 854.605, 855.314, 855.408, and 855.502 of Title 8 Subtitle G, of the Texas Government Code, as amended.

Section 10. The City is hereby authorized and directed to notify the Director of the System of adoption of this ordinance, and of the participation of this City in said Fund.

Section 11. Pursuant to Section 855.407(g) of the TMRS Act, the City hereby elects to make future normal and prior service contributions to its account in the benefit accumulation fund of the System at such combined rate of the total compensation paid by this City to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to this City under the TMRS Act, the costs of all benefits which are or may become chargeable to or are to be paid out of this City's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combined rate of City contributions.

Section 12. The provisions of this ordinance shall become effective on the 1st day of _____, _____.

Passed and approved on this the _____ day of _____, _____.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor



**Actuarial Study for City Participation
City of Umland
Proposed Participation Date – 01/01/2021**

**5% Employee Deposit Rate Contributions – 50% Prior Service Allocation
2021-2022 Required Contributions**

	Plan 1	Plan 2	Plan 3
Estimated Payroll - \$223,655			
Employee Contribution Rate	5%	5%	5%
City's Matching Ratio	1 to 1	1.5 to 1	2 to 1
Supplemental Death Benefits Active Employees and Retirees	Yes	Yes	Yes
Prior Service Credit Allocation	50%	50%	50%
City's Contribution Rate			
Normal Cost	2.09%	3.68%	5.27%
Prior Service Cost	3.93%	5.04%	6.15%
Supplemental Death Benefits	<u>0.09%</u>	<u>0.09%</u>	<u>0.09%</u>
Total	6.11%	8.81%	11.51%
City's Estimated Annual Contribution	\$13,665	\$19,704	\$25,743
City's Estimated Unfunded Actuarial Liability	\$66,128	\$84,778	\$103,428

Assumptions:

Number of Current Eligible Employees	4
Average Age	49.96
Average Years of Service	5.63
Average Monthly Employee Salary	\$4,659
Assumed Retirement Eligibility	20 years of service at any age; or Age 60 with 5 years of service, if earlier
Assumed Annual Rate of Payroll Increase	2.75%
Assumed Valuation Interest Rate	6.75%
Amortization Period for Unfunded Actuarial Liability (Years)	9

10/28/2020



**Actuarial Study for City Participation
City of Umland
Proposed Participation Date – 01/01/2021**

**6% Employee Deposit Rate Contributions – 100% Prior Service Allocation
2021-2022 Required Contributions**

	Plan 1	Plan 2	Plan 3
Estimated Payroll - \$223,655			
Employee Contribution Rate	6%	6%	6%
City's Matching Ratio	1 to 1	1.5 to 1	2 to 1
Supplemental Death Benefits Active Employees and Retirees	Yes	Yes	Yes
Prior Service Credit Allocation	100%	100%	100%
City's Contribution Rate			
Normal Cost	2.51%	4.42%	6.33%
Prior Service Cost	8.55%	10.84%	13.13%
Supplemental Death Benefits	<u>0.09%</u>	<u>0.09%</u>	<u>0.09%</u>
Total	11.15%	15.35%	19.55%
City's Estimated Annual Contribution	\$24,938	\$34,331	\$43,725
City's Estimated Unfunded Actuarial Liability	\$143,745	\$182,223	\$220,701

Assumptions:

Number of Current Eligible Employees	4
Average Age	49.96
Average Years of Service	5.63
Average Monthly Employee Salary	\$4,659
Assumed Retirement Eligibility	20 years of service at any age; or Age 60 with 5 years of service, if earlier
Assumed Annual Rate of Payroll Increase	2.75%
Assumed Valuation Interest Rate	6.75%
Amortization Period for Unfunded Actuarial Liability (Years)	9

10/28/2020



**Actuarial Study for City Participation
City of Umland
Proposed Participation Date – 01/01/2021**

**7% Employee Deposit Rate Contributions – 100% Prior Service Allocation
2021-2022 Required Contributions**

	Plan 1	Plan 2	Plan 3
Estimated Payroll - \$223,655			
Employee Contribution Rate	7%	7%	7%
City's Matching Ratio	1 to 1	1.5 to 1	2 to 1
Supplemental Death Benefits Active Employees and Retirees	Yes	Yes	Yes
Prior Service Credit Allocation	100%	100%	100%
City's Contribution Rate			
Normal Cost	2.93%	5.16%	7.38%
Prior Service Cost	9.98%	12.65%	15.32%
Supplemental Death Benefits	<u>0.09%</u>	<u>0.09%</u>	<u>0.09%</u>
Total	13.00%	17.90%	22.79%
City's Estimated Annual Contribution	\$29,075	\$40,034	\$50,971
City's Estimated Unfunded Actuarial Liability	\$167,703	\$212,594	\$257,484

Assumptions:

Number of Current Eligible Employees	4
Average Age	49.96
Average Years of Service	5.63
Average Monthly Employee Salary	\$4,659
Assumed Retirement Eligibility	20 years of service at any age; or Age 60 with 5 years of service, if earlier
Assumed Annual Rate of Payroll Increase	2.75%
Assumed Valuation Interest Rate	6.75%
Amortization Period for Unfunded Actuarial Liability (Years)	9



Actuarial Study for City Participation
City of Uhlard
Proposed Participation Date - 01/01/2021
Preliminary Employee Retirement Estimates

Plan Provisions used to calculate benefit estimates

- 5% Employee Deposit Rate
- 1 to 1 City Matching Ratio
- 100% Prior Service Credit Allocation

Assumptions used to calculate benefit estimates

- 2% Annual Salary Increase
- 5% Annual Interest Crediting Rate

All ages and Calculations performed in whole years

Name	Current Age	Retirement Age	Assumed Total Months Eligibility Service	Assumed Total of Prior Service Months with City	Assumed Current Monthly Salary	Assumed Monthly Salary at Retirement	Estimated Total Monthly Retirement Benefit
Karen Gallaher	54	60	151	151 \$	6,186 \$	6,967 \$	1,170
Gary Gallaher	50	60	76	76 \$	4,420 \$	5,388 \$	767
Matthew Hodge	37	54	36	36 \$	2,949 \$	4,130 \$	697
Traci McGinley	57	62	7	7 \$	4,583 \$	5,060 \$	200

Texas Community Development Block Grant

Phase Two Solicitation for Administrative/Planning Services

Evaluation of Proposals

Applicant Community:

Evaluation Team:

(at least three persons required including one local official)

Name of Evaluator

Brian Heidemann

Title

Alderman

Program: list ONLY one program per firm, create a separate A508 for each additional program:

Description of Anticipated Project:

Date Solicitation Sent:

Responses received:

Name of Firm

Grant Works
Langford Community Mgmt.

Date Response Received

1/26/2021
1/27/2021

Evaluation of Proposals:

(revise/add/delete services in this section as appropriate)

Enter for each criterion & proposal: (criteria listed on A506)

- Points awarded, or
- Evaluation such as Highly Advantageous (H), Advantageous (A), Not Advantageous (N), or Unacceptable (U).

Name of Firm	Criteria						Notes
	Experience	Prior Work Performance	Capacity to Perform	Proposed Cost	Other	Other	
Grant Works	.25	.25	.25	.25			Not recommended
Langford Community Mgmt.	.25	.25	.25	.25			

Firm Recommended

Firm Selected

Conflict of Interest Evaluated by

Conflict exists
firm disqualified

No conflict exists

Date Awarded by Governing Body

Signature of Lead Evaluator

Texas Community Development Block Grant

Phase Two Solicitation for Administrative/Planning Services

Evaluation of Proposals

Applicant Community:						
Evaluation Team: (at least three persons required, including one local official)		Name of Evaluator NAOMI SCHROCK			Title Mayor Pro Tem / Alderman	
Program: (list ONLY one program per form, create a separate A508 for each additional program)		2021-2022 Community Development Fund				
Description of Anticipated Project:						
Date Solicitation Sent:						
Responses received:		Name of Firm GRANT WORKS			Date Response Received 1-26-2021	
Evaluation of Proposals: (revise/add/delete services in this section as appropriate)						
		Enter for each criterion & proposal: (criteria listed on A506)				
		<ul style="list-style-type: none"> • Points awarded, or • Evaluation such as Highly Advantageous (H), Advantageous (A), Not Advantageous (N), or Unacceptable (U). 				
Name of Firm		Experience	Prior Work Performance	Capacity to Perform	Proposed Cost	Other
						Notes
Grant Works		25	25	25	25	
Langford Community Management Services		10	10	10	15	
						* Exp. notes, prior work notes, capacity, proposed cost, please see attached sheet.
Firm Recommended:		Grant Works				
Firm Selected:						
		* If Firm Selected differs from Firm recommended by Evaluators, provide explanation				
Conflict of Interest Evaluated by:		<input type="checkbox"/> Conflict exists, firm disqualified		<input type="checkbox"/> No conflict exists		
Date Awarded by Governing Body:						
Signature of Lead Evaluator:						

Langford Community Management Services Notes

Experience - I am sure that this company has experience I would have liked to have been able to read/see more in a presentation

prior work - There was nothing to show any other than knowing that we have used this company before.

Capacity to perform - Again I see nothing to show on sent documents.

proposed cost - Cost seemed high I would've like to see other info.

Texas Community Development Block Grant

Phase Two Solicitation for Administrative/Planning Services

Evaluation of Proposals

Applicant Community:		
Evaluation Team: (at least three persons required, including one local official)	Name of Evaluator	Title
	Kimberly Weatherford	Administrative Assistant

Program: (list ONLY one program per form, create a separate A508 for each additional program)	2021-2022 Community Development Fund
--	--------------------------------------

Description of Anticipated Project:	Roadway Improvements
--	----------------------

Date Solicitation Sent:		
Responses received:	Name of Firm	Date Response Received
	Langford Community Management Svc -	1/27/21
	Grant Works	1/26/21

Evaluation of Proposals: (revise/add/delete services in this section as appropriate)	<p>Enter for each criterion & proposal: (criteria listed on A506)</p> <ul style="list-style-type: none"> • Points awarded, or (25 points) • Evaluation such as Highly Advantageous (H), Advantageous (A), Not Advantageous (N), or Unacceptable (U).
--	---

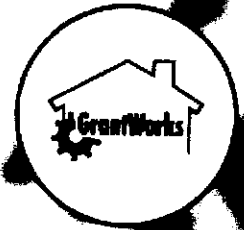
Name of Firm	Experience	Prior Work Performance	Capacity to Perform	Proposed Cost	Other	Other	Notes
Grant Works	25	25	25	25			Proposal showed dedication to UHland
Langford Community Management Svc.	15	15	15	20			Proposal showed grant breakdown only.

Firm Recommended:	Grant Works
Firm Selected:	

* If Firm Selected differs from Firm recommended by Evaluators, provide explanation

Conflict of Interest Evaluated by:	<input type="checkbox"/> Conflict exists, firm disqualified	<input type="checkbox"/> No conflict exists
---	---	---

Date Awarded by Governing Body:	
Signature of Lead Evaluator:	



CITY OF UHLAND, TEXAS

**2021-2022 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT:
PROPOSAL FOR GRANT ADMINISTRATIVE SERVICES**



JANUARY 2021



Bruce J. Spitzengel
2201 Northland Drive
Austin, TX 78756
512-420-0303
bruce@grantworks.net

January 26, 2021

The Honorable Vicki Hunter
City of Umland Mayor
15 N Old Spanish Trail
Umland, Texas 78640

**Subject: City of Umland, Texas Request for Proposal: Texas Department of Agriculture,
Community Development Block Grant Program, 2021-2022 Community
Development Fund Administrative Services**

Dear Mayor Hunter:

Thank you for including GrantWorks in your Request for Proposals. We are Texas' foremost provider of application and grant management services, securing and administering more than \$2.2 billion in assistance for hundreds of localities through thousands of grant contracts. We have the resources and expertise to successfully complete your projects following state and federal requirements and the City's project schedule.

GrantWorks' 225+ employees have experience covering all aspects of federal and state grant management. Our team has extensive experience in Community Development Block Grant (CDBG) Programs working for and with the US Housing & Urban Development (HUD), Texas Department of Agriculture (TDA), Texas Department of Housing and Community Affairs (TDHCA), Texas Department of Rural Affairs (TDRA), Texas General Land Office (GLO), and local governments in both public and private sector roles. We handle every aspect of CDBG implementation, including project development, environmental review, compliance with state and federal regulations, and implementation of funded construction projects. Our goal is to free you and your staff from paperwork while providing you with the timely and accurate decision-making information you need.

Our proposal includes:

- ▶ A description and history of GrantWorks
- ▶ Demonstrated experience with TxCDBG and other state and federal grants, including references from past local government clients
- ▶ Work performance and capabilities for developing grant applications and managing construction projects
- ▶ Capacity to perform the scope of work
- ▶ Cost of services
- ▶ Evidence of Non-Debarment status and TxCDBG Certification

As a small Texas-based business dedicated to the management of housing, community development, and planning grant programs, GrantWorks can handle every issue arising during your projects' implementation. Please keep in mind that the City of Umland may negotiate our fees when reviewing and scoring the proposals submitted to the City. We appreciate your consideration of our firm.

Sincerely,

GRANTWORKS, INC.

Bruce J. Spitzengel
President

TABLE OF CONTENTS

TABLE OF CONTENTS	1
SECTION 1 – EXPERIENCE	1
1.1 Introduction.....	1
1.2 Related Experience/ Background with Federally Funded Projects	2
Community Development Block Grant (CDBG) Programs	2
Other Federal and State Programs.....	3
1.3 Related Experience/Background with Specific Project Types.....	4
1.4 Certified Administrator for TxCDBG Programs	6
1.5 References from Current/Past Clients	6
SECTION 2 – WORK PERFORMANCE	17
2.1 Submitting Requests to the City and TDA in a Timely Manner.....	17
2.2 Responding to the City and TDA Requests in a Timely Manner.....	17
2.3 Past Client and TDA Projects Completed on Schedule.....	18
2.4 Work Products Consistently of High Quality with a Low Level of Errors.....	19
2.5 Past Client and TDA Projects with a Low Level of Monitoring Findings/Concerns.....	20
2.6 Managing Projects with Budgetary Constraints	21
SECTION 3 – CAPACITY TO PERFORM	23
3.1 Qualifications of Professional Administrators and Experience of Staff.....	23
Leadership and Program Management.....	25
Application Development.....	26
Project Delivery	27
GIS/Mapping.....	31
Environmental Review.....	32
Labor Standards	33
3.2 Present and Projected Workloads.....	34
3.3 Work Plan	34
Application Development.....	35
Project Management	35
Financial Management.....	35
Environmental Review.....	36
Construction Management and Compliance with Labor Standards	37
Audit, Closeout, and Archiving Files.....	37
Performance Schedule.....	38
3.4 Demonstrating Understanding of Scope of the TxCDBG Project.....	38

SECTION 4 – PROPOSED COST	39
4.1 Scope of Services	39
4.2 Cost of Services	39
SECTION 5 – OTHER INFORMATION	41
5.1 Small Business, Affirmative Action, and Equal Employment Opportunity	41
Small Business Enterprise	41
Affirmative Action	41
Equal Employment Opportunity	41
5.2 Statement of No Conflicts of Interest	41
ATTACHMENT 1 – FORM A507: RESPONSE FOR SERVICE PROVIDER (OPTIONAL FORMAT)	43
ATTACHMENT 2 – EVIDENCE OF NON-DEBARMENT	47
ATTACHMENT 3 – EVIDENCE OF TXCDBG CERTIFICATION	51

SECTION 1 – EXPERIENCE

1.1 Introduction

Since our founding in La Porte in 1979, GrantWorks has successfully assisted local governments with the Texas Community Development Block Grant (CDBG) program. We are the foremost provider of community development, housing, planning, disaster recovery, transportation, and coastal grant program management for local governments in Texas, securing and administering more than \$2.2 billion in assistance for hundreds of localities through thousands of grant contracts.

The GrantWorks Team has experience in administering state and federal grant programs and 225+ experienced full-time employees, half of which work in our numerous field offices. We have more than 45 project managers and American Institute of Certified Planners (AICP) skilled at implementing a wide variety of grant development projects.

GrantWorks is a Texas corporation headquartered in Austin. The firm is classified as a small business and is an active Texas Comptroller CMBL registered vendor.



Our services include:

CDBG Application Development	Audit and Monitoring Support
CDBG Beneficiary Documentation	Hazard Mitigation Application and Implementation
Federal and State Procurement	Affordable Housing Financing and Development
On-Site Davis-Bacon Labor Standards	Housing Elevation and Buyout
Uniform Act Compliance (Acquisition)	Housing Rehabilitation and Reconstruction
Environmental Review and Clearance	Hazard Mitigation Planning
Mapping/GIS	Economic Development
Income Surveys	

GrantWorks is a HUD Technical Assistance Provider for Texas. We are dedicated, providing the best service, and meeting the highest standards in all that we do. Our long-standing client relationships, dedication to staff training and certification, and involvement at every step of the grant process reflect our performance quality. Our firm is financially stable, adequately capitalized, and can perform the services required by this Request for Proposal (RFP).

1.2 Related Experience/Background with Federally Funded Projects

GrantWorks provides grant administration, application, and project management services for various state and federal grant programs. We have extensive expertise and success with federally funded construction programs.

Community Development Block Grant (CDBG) Programs

GrantWorks has successfully assisted local governments with the Texas Community Development Block Grant (TxCDBG) program since the program's inception, providing both application and grant administration services to hundreds of communities throughout Texas. GrantWorks has completed more than 1,200 Community Development Block Grant projects in more than 400 cities and counties across Texas. We have provided administration, management, and planning services for each of the following types of TxCDBG funded programs:

Texas Department of Agriculture

Texas Community Development Block Grant (CDBG) Infrastructure and Non-Rental

Housing Program: More than 1,500 local government projects funded and managed, No. #1 In Texas in every CDBG category

- ▶ Community Development Fund: 940+ projects funded, \$283+ million
- ▶ Colonia Construction Fund: 115+ projects administered, \$54+ million
- ▶ Colonia Planning Fund: 50+ projects completed, \$3+ million
- ▶ Disaster Relief Fund: 75+ projects funded, \$24+ million
- ▶ Fire, Ambulance and Services Truck (FAST) Program: 10+ projects, \$5+ million
- ▶ Planning Grants: 220+ projects funded, completed, or underway, \$8+ million
- ▶ Texas Main Street/Downtown Revitalization Program: 55+ projects, \$10+ million
- ▶ Texas Capital Fund (Economic Development): 90+ projects for \$50+ million

Texas General Land Office

CDBG-DR Hurricane Harvey Round 1 Housing and Infrastructure Program:

- ▶ 65+ local government projects funded, \$180+ million, No. #1 in Texas
- ▶ Buyouts and Acquisitions – 16 local government projects funded, \$59 + million with no match required
- ▶ State-level oversight of major subrecipients in implementing Homeowner Reimbursement, Affordable Rental, and Economic Revitalization Program Funds, \$2+ billion
- ▶ State-level Housing Assistance Program in Coastal Bend Council of Governments Region, Golden Crescent Regional Planning Commission Region, and multiple central Texas counties, \$450+ million

CDBG-DR 2016 Floods:

- ▶ 12+ local government projects funded, including multifamily and single-family housing, \$24 million, No. #1 in Texas

CDBG-DR 2015 Floods:

- ▶ 24+ local government projects funded, including multifamily and single-family housing, \$180+ million, No. #1 in Texas

CDBG-DR Hurricane Ike/Dolly Rounds 1, 2.1, and 2.2 Infrastructure and Rental Housing Programs:

- ▶ 90+ local government projects funded, \$436 million, No. #1 in Texas
- ▶ Projects include the \$100 million City of Galveston infrastructure, \$65 million Galveston Housing Authority Multifamily Rebuild, and \$26 million Galveston Rental Housing Replacement Programs.
- ▶ Full grant administration and project delivery services

Other Federal and State Programs

One of our many strengths is our ability to work well with various local, state, and federal stakeholders within state and federally funded programs' regulatory requirements. GrantWorks has managed projects funded by more than a dozen state and federal agencies, including the following:



Texas Department of Housing and Community Affairs

Texas HOME Housing Program, No. #1 in Texas

- ▶ Homeowner Rehabilitation Assistance (HRA) Program/Owner-Occupied Assistance
- ▶ 600+ contracts awarded to cities, counties, and nonprofits for \$220+ million; No. #1 in Texas
- ▶ 3,000+ substandard houses rehabilitated or replaced; No. #1 in Texas
- ▶ Full administrative and project delivery services:
 - Application development, beneficiary income verification, project eligibility assessment
 - Procurement, acquisition, environmental review
 - Financial management, draw, change order, pay estimates, amendments
 - Compliance, duplication of benefit analysis, audit, and monitoring support

Texas Department of Emergency Management

- ▶ Hazard Mitigation Construction Projects: Homeowner Elevations and Reconstructions: 4 projects, \$65+ million
- ▶ Hazard Mitigation Plans: 24+ projects, \$2.4+ million
- ▶ Critical Facility Generators: 27+ projects, \$9.5+ million
- ▶ Warning Sirens: 8 contracts, \$428,488

Texas Department of Transportation

- ▶ Border Colonia Access Program: \$1.3 million
- ▶ County Transportation and Infrastructure Fund: 70+ projects administered, \$131+ million
- ▶ Safe Routes to School Program: 25+ projects funded, \$14.5+ million, #1 in Texas
- ▶ Surface Transportation Environment and Planning: \$1 million
- ▶ Transportation Enhancement Act for the 21st Century: \$2.4 million

Texas Parks and Wildlife

- ▶ Outdoor/Indoor Recreation and Small Community Parks Program: 70+ projects funded, \$42+ million, #1 in Texas

1.3 Related Experience/Background with Specific Project Types

GrantWorks has implemented over 940 Community Development Fund contracts for hundreds of local governments, most of which were for community infrastructure activities. Our staff works directly with cities and counties to identify and implement infrastructure improvements, including wastewater treatment plant rehabilitation, water production, treatment, distribution and storage facilities, water and sewer line installation, flood and drainage improvements, and road repairs.

We are dedicated to community development through public works construction and believe these improvements are essential to strengthening Texas communities. Figure 1 below shows GrantWorks' recent Community Development Fund project experience within the Capital Area Council of Governments (CAPCOG) and surrounding areas.

Figure 1: Our Relevant CAPCOG and Surrounding Areas Project Experience

Client	Year Started	Activities	Grant Amount
Bandera County	2016	Water Improvements	\$288,750.00
Buckholts	2016	Sewer Improvements	\$288,750.00
Burnet County	2004	Water System Improvements	\$353,500.00
Cameron	2017	Sewer Improvements	\$330,000.00
	2016	Water Improvements	\$330,000.00
Edna	2017	Sewer Improvements	\$330,000.00
Eldorado	2017	Water Improvements	\$275,000.00
Floresville	2016	Sewer Improvements	\$330,000.00
Goldthwaite	2016	Water Improvements	\$302,500.00
Hamilton	2017	Sewer Improvements	\$306,625.00
Holland	2016	Water Improvements	\$288,750.00
Kendall County	2016	Water Improvements	\$511,550.00
	2018	Rehab: Single-unit Water	\$525,000.00
Kerr County	2017	First-time Sewer System	\$1,000,000.00
	2018	Rehab: Single-unit Water	\$525,000.00
Lexington	2015	Water Improvements	\$339,000.00
Madison County	2017	Water Improvements	\$283,925.00
Madisonville	2017	Sewer Improvements	\$316,250.00
Marquez	2017	Water Improvements	\$288,750.00
Medina County	2017	Sewer Improvements	\$288,750.00
	2016	Water Improvements	\$288,750.00
Navasota	2017	Sidewalk Improvements	\$325,000.00
Pearsall	2017	Sewer Improvements	\$330,000.00
Point Comfort	2017	Water Improvements	\$288,750.00
	2016	Water Improvements	\$288,750.00
Port Lavaca	2016	Public Infrastructure Improvements	\$2,750,100.00
Robertson County	2017	Water Improvements	\$288,750.00
Schulenburg	2013	Revolving Loan Program	\$125,000.00
Sterling City	2017	Sewer Improvements	\$275,000.00
Tom Green County	2016	Water Improvements	\$200,000.00
Victoria County	2017	Water Improvements	\$302,500.00

Figure 1: Our Relevant CAPCOG and Surrounding Areas Project Experience

Client	Year Started	Activities	Grant Amount
Yoakum	2017	Infrastructure Improvements	\$7,000,000.00

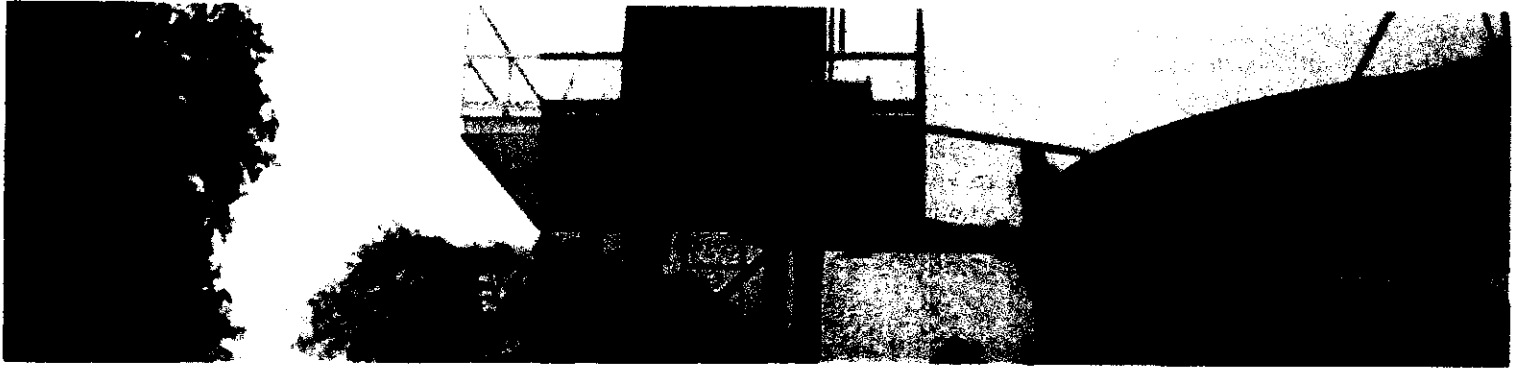
1.4 Certified Administrator for TxCDBG Programs

GrantWorks has 40+ TDA Certified Administrators for TxCDBG Programs. We have provided a list of GrantWorks Certified Administrators for TxCDBG Programs in Attachment 3.

1.5 References from Current/Past Clients

We take pride in our performance, helping to implement projects on time, within budget, and within state and federal requirements. The best way to evaluate our work performance is to speak to our clients.





200 FEET WATER LINE INSTALLED

CLIENT
City of Grapeland, Texas

CONTRACT NUMBER
7218179

GRANT PROGRAM
Texas Department of Agriculture,
Community Development Block
Grant

GRANT AMOUNT
\$275,000

MATCH AMOUNT
N/A

CONTRACT START DATE
November 1, 2018

CONTRACT END DATE
October 31, 2020

RELEVANCE/HIGHLIGHTS
Σ Grant Administration
Σ Project Management
Σ Environmental Review

REFERENCE
Angela McCormick
City Secretary
City of Grapeland
126 S. Oak Street
Grapeland, Texas 75844
Telephone: (936) 687-2115
grapelandcourt@windstream.net

WATER SYSTEM IMPROVEMENTS, GRAPELAND, TEXAS

BACKGROUND

The City of Grapeland needed to install new water mains to restore a citywide loop for continuous water service. They also had to upgrade the City's two ground storage tanks to comply with Texas Commission on Environmental Quality (TCEQ) requirements and improve water quality for its residents.

The existing 6-inch and 8-inch water mains located at Market Street and College Street and an existing 8-inch water main at Market Street and Chestnut Street were cut and capped in the past to accommodate a drainage improvement project. The disconnection of these water lines severed the citywide loop in the water system, and, as a result, negatively affected water quality and reduced the fire flow provided by the system.

Also, the City was manually filling its two ground storage tanks. By adding automated controls to signal low and high water levels in the water well pumps at Water Plant #1 on the north side and Water Plant #2 on the south side of the City, the City could automatically turn on and turn off the water and be more efficient. Following an inspection of Water Plant #2, TCEQ recommended that the City:

- ▶ Raise the water inlet to the top of the 100,000-gallon ground storage tank to prevent short-circuiting of water in the tank
- ▶ Install a riser pipe inside to the top of the tank to improve water quality

WORK PERFORMED

GrantWorks assisted the City of Grapeland with a Community Development Fund application to obtain funding from the Texas Department of Agriculture (TDA), Community Development Block Grant Program for water system improvements. GrantWorks

provided grant management, project management, financial management, and environmental evaluation and consultation to re-establish the citywide loop in the water system and upgrade its two ground storage tanks to improve water quality and create a more efficient approach to fill the tanks.

This project installed 100 feet of 8-inch PVC water line; 100 feet of 6-inch PVC water line; ten service reconstructions; six connections to the existing water main; 334 square yards of street repair; one extension to the water storage tank inlet; a water level control system; and the necessary valves, hydrants, and appurtenances.

PERFORMANCE QUALITY

Timeliness: Due to the nature of CDBG programs—the multiple governmental agencies, vendors, and personnel involved—the processing and execution of documentation and lead times for payment processing can present a challenge to the timely submission of program requirements. GrantWorks often compiled and processed Requests for Payment—the sole tool in requesting financial reimbursement from TDA—in less than a week. Also, we accounted for and processed eligible invoices frequently, often on the same day we received them. GrantWorks completed and submitted Project Closeout Reports and project monitoring reviews well before the due dates required by TDA.

Cost Control: During construction, GrantWorks determined that two additional gate valves were required to prevent causing an interruption in service to the community. These “Hot Tap” gate valves needed us to install special equipment, which resulted in a significant increase in pricing. As the City awarded the project over-budget, we decided to reduce the line’s total footage via a Performance Statement Modification request, with the City committing additional local funds. We used the potential cost savings resulting from the quantity reduction to offset the increased cost of the two 6-inch and two 8-inch gate valves (“Hot Tap” Valves) needed to facilitate the construction of the proposed 100 feet of 6-inch and 8-inch water main. In effect, modifying the scope allowed the City to use their local commitment of funds more effectively.

Timeliness of Service(s) Delivery: The City’s water improvement project had an initial environmental review lead time of 8 months and a construction lead time of 12 months. GrantWorks’ efforts in expediting the environmental review and the steady day-to-day administration of the program helped facilitate the timely delivery of this project to nearly five months ahead of schedule.

STAFF

John Groberg, Project Manager
Jennifer Horton, Project Manager



4,500 FEET

8-INCH WATER LINE INSTALLED

CLIENT

City of Ferris, Texas

CONTRACT NUMBER

7217130

GRANT PROGRAM

Texas Department of Agriculture,
Community Development Block
Grant

GRANT AMOUNT

\$275,000

MATCH AMOUNT

27,500

CONTRACT START DATE

December 1, 2017

CONTRACT END DATE

November 30, 2019

RELEVANCE/HIGHLIGHTS

- ☒ Grant Administration
- ☒ Project Management
- ☒ Environmental Review
- ☒ Labor Standards Management
- ☒ Financial Management

REFERENCE

Suzanne Negron-Paez
Finance Director
City of Ferris
100 Town Plaza
Ferris, Texas 75125
Telephone: (972) 544-2110
suzannenegron-paez@ferristexas.
gov

WATER SYSTEM IMPROVEMENTS, FERRIS, TEXAS

BACKGROUND

The City of Ferris water system had exceeded the planning threshold of 85% of the maximum capacity required to supply water for the existing number of connections, and almost exceeded the maximum supply capacity.

The City of Ferris purchased water from Rocket Special Utility District to supplement the production from the city-owned water wells. The existing wells were over the Texas Commission on Environmental Quality (TCEQ) maximum contaminant level for total dissolved solids and sulfates, and the City set up the wells to discharge into the system to blend with the water from Rocket.

By constructing an 8-inch water transmission line—a second interconnection with Rocket Special Utility District—the additional water would provide the needed water supply capacity and water for blending with the existing well water to assist the City of Ferris with meeting the maximum containment level.

WORK PERFORMED

GrantWorks assisted the City of Ferris with a Community Development Fund application to obtain funding from the Texas Department of Agriculture, Community Development Block Grant Program for sewer system improvements. GrantWorks provided grant management, project management, environmental review, labor standards management, and financial management for the installation of 4,500 feet of 8- to 12-inch water transmission line, a ground storage tank mixing system, boring, gate valves, meters and control systems, and all associated appurtenances

GrantWorks began work immediately upon the City's notice of award. Beginning with start-up documentation, we ensured the City was informed and prepared to review, approve, and submit all

required documents to achieve milestone 1 of the State Contract. Following coordination of the start-ups, GrantWorks guided the hired engineering firm on the requirements for construction so that they could prepare the plans with this in mind. The first bids for the project came in well over budget, which prompted the City to work with the engineer to determine any viable alternative routes available for the water transmission line.

GrantWorks provided technical assistance to guide the City on rescinding and re-bidding as the City pursued a redesign. The redesigned route provided little cost-saving and introduced new acquisition complications if the City were to pursue the secondary route. We worked with the City and Engineer to ensure cost and time benefits were known for all City options. Ultimately, the City determined that re-bidding with the original plans would be the best course of action considering cost and time. The City rebid the project and had to provide additional local funds to cover the costs exceeding the grant award.

During Construction, GrantWorks provided payroll review and conducted on-site employee interviews to ensure the contractor and their subcontractors complied with federal labor standards. Also, we completed a pay-application review to ensure correct billing within contract thresholds.

GrantWorks navigated the challenges of this project with the City, Engineer, and Contractor. We informed all parties of the regulations, steps in each stage of the project, and action item timelines. Compliance staff reviewed the closeout reports that we submitted for the above-referenced contract.

The project was monitored and found to comply with federal and contractual requirements and achieve administratively complete status in June 2020.

PERFORMANCE QUALITY

Timeliness: GrantWorks aimed to provide quick, efficient, and timely responses to questions from the City, Engineer, and Contractor. The City often would email back, "Appreciate your quick response!" "Thank you! Appreciate you!"

Timeliness of Service(s) Delivery: The project remained on schedule with effective communication, clear guidance on timelines, and proper forecasting of risks and delays. The project was completed within the original state contract end date.

Quality of the Service(s) Provided: GrantWorks' years of experience allows us to anticipate and prepare in advance for each stage of the project. For example, we prepared the City for the eventual monitoring of this project by providing updated ledger tracking excel files, lists of expected monitoring questions, and files to review well in advance of the state agency's monitoring request.

Business Relationships: GrantWorks sought to provide above and beyond services and to ensure each entity of the project was included, informed, and respected throughout the entire project. The City, Engineer, and Contractor often sent emails of thanks: "That's great news...thank you for doing that," and "thank you as always for your help and patience."

STAFF

Jeff Carrillo, Assistant Director of Community Development
Rosie Daly, Project Manager
Jill Hooks, Labor Standards Specialist
Lauren Kotwal, Environmental Specialist
Cloy Richards, Senior Consultant



287 FEET

4-INCH CONCRETE AND BRICK PAVER BORDER INSTALLED

CLIENT

City of Bay City, Texas

CONTRACT NUMBER

7217222

GRANT PROGRAM

Texas Department of Agriculture,
Community Development Block
Grant

GRANT AMOUNT

\$250,000

MATCH AMOUNT

\$75,000

CONTRACT START DATE

March 1, 2018

CONTRACT END DATE

February 29, 2020

RELEVANCE/HIGHLIGHTS

- Grant Administration
- Project Management
- Construction Management

REFERENCE

Barry Calhoun
Public Works Director
City of Bay City
1901 Fifth Street
Bay City, Texas 77414
Telephone: (979) 245-2322

SIDEWALK IMPROVEMENTS, BAY CITY, TEXAS

BACKGROUND

The City of Bay City needed to reconstruct deteriorated sidewalks and curbs-and-gutters on the west side of the 2100 block of Avenue H, the north and south sides of the 1800 block of Sixth Street, and the south side of the 1900 block of Sixth Street. The City also wanted to install handicap-accessible ramps at the alley crossings on the north and south sides of Sixth Street between Avenues G and H, and on the northwest, southwest, and southeast corner of the intersection of Avenue H and Sixth Street. By meeting the Americans with Disabilities Act (ADA) requirements, the City will ensure handicapped access to public buildings, including City Hall, City Police Department, City Municipal Court, and City Economic Development Office.

WORK PERFORMED

Bay City used Texas Capital Fund Main Street Program funds to complete sidewalk improvements in the downtown area. As part of the application process, GrantWorks helped the City set up and post public hearings and obtained 62 business support letters required for funding. When the City received project funding, GrantWorks prepared the publications and resolutions for the Civil Rights obligations that needed to be passed by City Council. GrantWorks helped the City and the Engineer communicate with the businesses located along the sidewalk route to complete construction in a timeframe that would cause the least disruption to the businesses.

Construction included removing and replacing an existing 287 feet of deteriorated concrete sidewalk, constructing 970 feet of 4-inch-thick steel-reinforced concrete and a brick paver border, 19 handicap-compliant pedestrian intersection ramps, drainage improvements incidental to sidewalk construction, demolition, and necessary appurtenances.

PERFORMANCE QUALITY

Timeliness: The City executed a contract with GrantWorks on March 1st, 2018, with a February 29th, 2020 end date. The City awarded the construction contract for this project in January 2019. GrantWorks completed the project in June 2019. We submitted all closeout items to TDA before the contract end date of February 29th, 2020.

Cost Control: The project bids came in slightly over budget, and the City opted to award the low bidder and inject additional matching funds of \$8,266 to complete the project.

Timeliness of Service(s) Delivery: TDA requires Texas Capital Fund Main Street grant projects to be complete within two years. This deadline can be challenging because of the required consultation with agencies during the environmental review for Main Street projects. Consultation with the Texas Historical Commission (THC) requires the approval of the engineer's plans before bidding the project, which means taking additional care during demolition not to damage any historical markers or buildings. Consultation with TxDOT is also required if constructing handicap-compliant pedestrian ramps along a TxDOT highway. The GrantWorks' environmental team worked with the engineer and the agencies to ensure that even with required additional agency clearances, the agencies issued environmental clearance and authority to use Grant Funds (AUGF) in under four months. The GrantWorks Team completed construction eight months ahead of schedule.

STAFF

Michele Goerke, Project Manager



Project Name: Water Improvements, Jeff Davis County, Texas

Client: Jeff Davis County, Texas

Project Dates: December 1, 2017 – November 30, 2019

Grant Amount: \$288,750

Description: GrantWorks assisted the County with its application and environmental needs. We also successfully managed the grant through bidding, construction, and closeout. GrantWorks coordinated with County officials and key personnel to monitor the project for programmatic compliance and adherence to local, state, and federal laws. The project manager tracked construction progress and completed ongoing reporting to ensure the project remained on schedule. GrantWorks' staff used internal checklists and shared tracking spreadsheets to monitor each step of the grant process, ensuring that we submitted all documentation correctly and on-time.

Reference: Curtis Evans, County Judge, Jeff Davis County, 100 Court Avenue, Fort Davis, Texas 79734, Telephone: (432) 426-3968

Project: East Kerr County/Center Point Wastewater Collection Project, Kerrville, Texas

Client: Kerr County, Texas

Project Dates: November 2015 – April 2022

Grant Amount: \$32 million

Description: GrantWorks assisted the County with their East Kerr County/Center Point Wastewater Collection Project, which totaled over \$32 million and included multiple funding agencies. The project consisted of a new wastewater collection system pipelines, lift stations, improvements to an existing wastewater treatment plant, and first-time sewer service connections. GrantWorks assisted in seeking additional funding from TDA for first-time sewer service connections. Throughout the project, GrantWorks assisted the County with project management, financial management, construction phase management, and connection assistance services. Responsibilities included reviewing construction pay estimates, reviewing engineering and inspection services invoices, maintaining a grant ledger, and submitting monthly payment requests to TDA and the Texas Water Development Board. Other responsibilities included:

- ▶ Taking minutes of monthly conference calls and in-person progress meetings;
- ▶ Preparing and submitting Disadvantaged Business Enterprise (DBE), American Iron and Steel, and Davis-Bacon Wage Rate forms
- ▶ Reviewing weekly payrolls, conducting compliance follow-ups
- ▶ Performing monthly employee interviews to evaluate labor standards compliance

GrantWorks helped East Kerr County residents complete income surveys; facilitated public outreach efforts, including developed flyers and mail-outs; communicated directly with potential applicants; reviewed applications for eligibility; and coordinated the connection.

References:

Charlie Hastings, PE, CFM, County Engineer, Kerr County, 3766 SH 27, Kerrville, Texas 78028, Telephone: (830) 896-9046, Email: chastings@co.kerr.tx.us

Tom Moser, Kerr County Commissioner Precinct 2, Kerr County, 700 E. Main Street, Kerrville, Texas 78028, Telephone: (830) 792-2214, Email: tmoser@co.kerr.tx.us



Project: Infrastructure Improvements, Navasota, Texas

Client: City of Navasota, Texas

Project Dates: 1994 – Present

Grant Amount: \$8.5 million

Description: Since 1994, the City of Navasota, Texas, has been a GrantWorks client. We have developed applications and provided grant administrative services for projects under the following funding programs.

Texas Community Development Block Grant Program Fund: TDA awarded the City of Navasota \$2.9 million in grant funds for infrastructure improvements. Through these years, GrantWorks worked with the City to manage many Community Development Block Grant programs (CDBG). As a summary, these projects included:

- ▶ Over 19,000 linear feet of sewer lines
- ▶ Over 12,000 linear feet of water lines
- ▶ Rehabilitation of over 70 manholes
- ▶ Installation of generators at water wells with automatic transfer switches and electrical controls

Texas Capital Fund Downtown Revitalization Fund: GrantWorks has also worked with the City on three Texas Capital Fund Downtown Revitalization grants through the Texas Department of Agriculture for a total of \$650,000 in grant funds awarded. The projects included 1,000 feet of concrete sidewalks, installation of handrails, ADA compliant ramps, lighting, curb, street and gutter repair, ADA parking spaces, and signage. The City made improvements to the downtown historic district.

Texas Housing Infrastructure Fund: In 2001, the Texas Department of Agriculture (TDA) and GrantWorks worked together with the City on a Housing Infrastructure Fund program. With the grant funds, the City made water, sewer, gas service, and street improvements to Roosevelt Street in the southern part of the City. Once the City made these improvements, the Brazos Valley Affordable Housing Corp. constructed 10 homes owned by low- to moderate-income persons. This project was a collaborative effort with the City of Navasota, TDA, GrantWorks, and the Brazos Valley Affordable Housing Corp. for a total of \$1.27 million.

Community Development Block Grant Program-Disaster Recovery Fund: GrantWorks has also assisted the City of Navasota for approximately \$3.7 million in grant funds with four Community Development Block Grant-Disaster Recovery grants administered through the Texas General Land Office. These projects included Hurricane Ike and the Texas 2015 and 2016 flooding events.

Reference: Brad Stafford, City Manager, City of Navasota, 200 E. McAlpine, Navasota, Texas 77868, Telephone: (936) 825-6475, Email: bstafford@navasotatx.gov



SECTION 2 – WORK PERFORMANCE

2.1 Submitting Requests to the City and TDA in a Timely Manner

GrantWorks' effective communication and management strategies help us promptly submit requests to the City and TDA. We employ tracking systems, weekly and biweekly portfolio reviews, and email management systems. We also allocate an adequate number of staff and the resources necessary to implement each project successfully. As proactive grant managers, communicating with clients and funding agencies distinguishes GrantWorks in the marketplace. Being a proactive grant manager means that we like to think, plan, and act ahead in anticipation of meeting the City's needs and TDA's requirements.

Not only do these tools and strategies help us respond quickly to requests, but they also help staff identify potential project risks and anticipate future project needs. GrantWorks assigns project manager workloads in a way that allows capacity for meeting both project implementation and client needs. Our project managers maintain project calendars containing information on key dates for submittals of project documentation and milestone targets. We plan these dates to ensure that all steps needed to complete tasks or respond to requests are included and completed in a timely fashion.

GrantWorks' project managers work closely with our clients and TDA. Every project manager participates in no less than two monthly project portfolio management reviews, during which every aspect of performance is discussed, including anticipated requests from clients and funding agencies. We have developed project checklists to plan and send requests for information well in advance of any potential critical deadline. Additionally, every project manager receives ongoing training and weekly updates on agency requirements and submission deadlines, thereby anticipating future requests. These measures mean that no box is left unchecked and that no request is unanswered.

2.2 Responding to the City and TDA Requests in a Timely Manner

GrantWorks will respond to the City and TDA requests promptly. We feel that it is essential to respond to the City and TDA requests in a timely manner. We understand that to keep you satisfied, both the City and TDA expect us to address and handle your concerns professionally, effectively, and swiftly.

With decades of experience, our team has a solid working knowledge of TDA and CDBG program-specific requirements. We have used that experience to develop successful management strategies to respond to client requests quickly and accurately. Our broad knowledge base helps us effectively and efficiently support our clients and successfully implement all projects and meet all federal and state requirements. Effective stakeholder communication and coordination allows us to respond quickly to requests without sacrificing quality. Project managers are assigned workloads that provide them with the necessary capacity to focus on project implementation and client needs. The GrantWorks management team oversees staff workloads and ensures that the project team implements effective time management and communication strategies.

As part of GrantWorks project management training, we teach our employees about performing our services by providing excellent customer services. Our employees also learn how GrantWorks responds to customers in terms of time management, prioritizing customer issues, and, in rare circumstances, dealing with upset customers. Our project management training helps employees better understand why responding to requests is essential from a client's perspective.

2.3 Past Client and TDA Projects Completed on Schedule

Using our extensive experience, we can accurately predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion. At the start of each project, our project managers meet with clients, engineers, and stakeholders to discuss potential alternative project activities. We also confirm and obtain all necessary permits, easements, and rights-of-way quickly and avoid delays caused by unforeseen amendments or acquisition. We work with stakeholders at each step of the project to meet the scheduled milestones and that procedures meet all federal and state requirements. By working closely with local governments, engineers, and other parties, we ensure that projects conform to project performance statements and schedules.

During engineering design and construction, we often identify changes. By communicating regularly with engineers and clients, GrantWorks project managers implement program-eligible and environmentally cleared programs. Staff also work with clients to prepare and submit proposed contract amendments on time. GrantWorks benefits from a large team of specialized staff available to quickly complete any necessary environmental reviews, beneficiary surveys, and amendment requests. When we find that a project revision is needed, we work closely with the state, engineers, and clients to evaluate options and amend contracts to comply with programmatic requirements and meet milestones in the TDA grant agreement.

Our project managers use several powerful strategies to keep projects on track. Some of the most impactful strategies are:

Experienced Project Manager: Keeping projects on schedule starts at the top. Leaders can make or break success. Thus, selecting the best project manager for your specific project is the key to success for any project. Our experienced project managers can also simplify the tasks required to deliver projects on schedule, making it easier for our project teams to understand and execute them.

Understand the Project Plan: Our project managers take the time needed to develop robust project plans. They also coordinate with all relevant parties (i.e., City staff, engineers, state agencies), incorporate input, ask questions, and consider potential issues.

Communication: Communication is an essential attribute for keeping projects on track. If all team members, supporters, sponsors, and clients are aligned, the project will likely stay on track. Typically, most projects will have scheduled check-in meetings (daily, weekly, bi-weekly) to keep all stakeholders informed and updated on project progress. Minutes will be taken of all meetings and added to the project record.

Focus on the Critical Path: GrantWorks understands that the secrets to success relate to focusing on the critical path. We focus on tasks most likely to keep the project from progressing at the right pace and those likely to impact whether results occur.

Follow up with Task Owners: We follow up with task owners to ensure success. Our project managers check-in with task owners to remind them of upcoming tasks, especially critical path tasks. They do a quick check-in to make sure the owner is prepared to start on time and that they have the resources needed to complete the task successfully. They also ask if the task owner has any concerns and addresses them before the start date.

Embrace Project Supporters: Project supporters are integral to project success. We identify project supporters and keep them in the loop, ensuring that they understand how they can contribute to the project's success. Providing this information makes it easy for them to support the project.

Celebrate Successes: An essential part of any project is to celebrate small wins along the way. GrantWorks does not wait until we complete a project to celebrate success. We look at key performance indicators to see if the project is moving in the right direction; we recognize the project's progress and celebrate the team's contributions.

Monitor Metrics: GrantWorks does not wait until the end to evaluate project success. We identify milestones, keep an eye on critical path milestones, and monitor progress towards these milestones. For critical milestones, we develop interim checkpoints to monitor progress along the way and adjust the schedule as needed.

2.4 Work Products Consistently of High Quality with a Low Level of Errors

GrantWorks has broken down its systematic approach to maintaining technical accuracy and quality on projects into three critical steps:

- ▶ Thoroughly assess and understand the City's requirements and needs
- ▶ Plan and perform work in a manner that meets those needs
- ▶ Use periodic assessment and continual improvement techniques to enhance the effectiveness and efficiency of our systems and processes

Our approach focuses on mapping out operational processes for projects and ensuring we perform quality checks continually to maintain project files as audit ready. GrantWorks' standard operating procedures (SOPs) provide the framework for this consistent approach throughout the firm while allowing the flexibility necessary to address the City's specific needs and requirements. Our system aims primarily at achieving customer satisfaction by preventing nonconformity at all stages. It emphasizes continual process improvement and requires the identification and deployment of quality objectives throughout the organization.

We take a proactive approach to ensuring quality management and performance on each project, starting at the initiation of a request for a scope of services. As part of our quality management program, GrantWorks' technical knowledge and industry experience allow us to detail the deliverables in the work scope and incorporate the appropriate level of monitoring and control to document compliance. We have used and enhanced this proven quality management program based on our performance on thousands of city and county projects in the last four decades.

GrantWorks will assist the City by drafting an initial Quality Management Plan (QMP). This tool helps establish adequate measures and controls over projects and financial performance and serves as a monitoring guide. The QMP will provide protocols on managing corrective actions and relevant process improvements to ensure performance and compliance deficiencies are corrected and not repeated. We will continually track and monitor project trends, issues, and corrective actions—ensuring items are updated across related documentation and training programs to provide compliance and maximum efficiencies with updated and clarified project requirements. Following our QMP means that our work products are of consistent high-quality with a low level of errors.

Our QMP includes:

- ▶ Mapping out QA/QC requirements for all project processes and performance
- ▶ Providing detailed checklists with continual training and regular updates to staff and other affiliated personnel
- ▶ Conducting timely QA/QC tests where possible
- ▶ Reviewing and following up on reports, noting anomalies, and ensuring that terminology and statuses are consistent across the project and areas of work
- ▶ Checking for accuracy and validity of program data and documentation
- ▶ Adhering to contracts or agreements, guidelines, applicable federal/state laws, and program policies and procedures

GrantWorks offers detailed and ongoing internal training to its staff. Employees are educated on the latest state and federal regulations via weekly meetings and through department and company-wide emails. Senior management puts extra time and effort into contextualizing regulatory changes and program requirements so that all staff understands the implications of any programmatic change and that they can apply that knowledge effectively. Our project team develops and implements project-specific internal and external checklists, and employees meet with management regularly. Our staff also benefit from informal peer-to-peer learning and coaching opportunities.

GrantWorks evaluates client compliance with applicable state rules, regulations, policies, and statutes. We retain extensive institutional records of client performance, which we rely on during new application cycles to boost our clients' scores. This information helps project managers anticipate and address any past problems before they become an issue for future projects.

2.5 Past Client and TDA Projects with a Low Level of Monitoring Findings/Concerns

The GrantWorks Team has followed thousands of grants from obligation through closeout and developed a keen understanding of what constitutes entirely supported grant records. Our seasoned veterans will assist the City with fiscal monitoring by following established policies, procedures, and system controls to ensure documentation complies with relevant local, state, and federal regulatory terms. We have done this for past clients on TDA projects resulting in low levels of monitoring findings or concerns.

Our broad knowledge of federal and state program requirements ensures that the technical assistance we provide is well-researched and accurate, resulting in few monitoring findings and concerns. GrantWorks' overall approach is to identify and address problems long before the state funding agency audits the project.

When a project is monitored, we provide high-touch assistance directly to our clients regarding potential findings. We have helped CDBG recipients avoid and resolve findings by assisting them in drafting and implementing best practices. We also help our clients draft monitoring-related correspondence, helping them resolve findings quickly and efficiently.

GrantWorks staff establish, implement, and retain quality control measures to meet client and state deliverables and timelines, thereby reducing the likelihood of findings during the grant monitoring process. Weekly departmental and one-on-one meetings keep GrantWorks staff updated on the latest state and federal regulations and provide a forum for identifying and discussing programmatic challenges and solutions. We co-locate project and junior staff so that junior staff can easily access and learn from

their more senior colleagues. We also continuously evaluate our processes for quality assurance with frequent checkpoints throughout a grant's life cycle, thereby ensuring a high level of compliance with the project requirements.

We have identified some common compliance problems in the past when working with recipients of federal funds. These issues include procurement, contracting, labor standards, citizen participation, environmental compliance, ineligible or unreasonable cost, and recordkeeping. Our team will use this experience in implementing and monitoring any project developed with the City. We will work with the City to develop a risk-based monitoring and compliance strategy that is collaborative and consistent with state and federal frameworks. Our references provide the best evidence of our long-demonstrated history of complex grant management and compliance expertise.

2.6 Managing Projects with Budgetary Constraints

During the application and project planning phase, GrantWorks staff work closely with the project engineer to ensure that the project budget closely reflects anticipated project costs. Then during project implementation, project managers coordinate with local stakeholders and engineers to develop a bid schedule that allows for the flexibility needed to make a construction contract award that falls within budget. We do this by identifying additive and deductive alternates and by updating cost estimates. This process helps ensure that each client can use every dollar of the construction budget without exceeding the available budget.

GrantWorks staff work with stakeholders to verify that all project elements are program eligible and within budget. Our staff uses company-developed systems and processes to track project costs against budgetary constraints. Our project managers work directly with local officials and engineers to prepare project-specific budgets, track project implementation, and draw requests against those budgets. We create and maintain a grant ledger for each project and review the client's local financial policies and procedures. Our recordkeeping methods consistently receive high marks from state and federal monitors.

As shown in Figure 2, projects often run into three interrelated constraints: budget, scope, and schedule. GrantWorks' project managers proactively address areas where a project could face challenges at any point in the process and present them to clients and the project team. By setting realistic project goals and sharpening each project's scope, our project managers can prevent or successfully manage significant constraints later during implementation. Our project managers do this by:

Using a Proven Project Management System: We train our project managers to use GrantWorks' project management system to schedule regular checkpoints. We understand that the best way to fix a problem is to identify it quickly.

Revisiting the Project Planning Phase: GrantWorks' project managers identify aspects of the project that could be re-assigned to staff members rather than contracting them out to subcontractors or vendors. We communicate budget constraints to our subcontractors and vendors to find out if they are flexible. We often find that GrantWorks has positive and long-standing relationships with our vendors, and we can work with them to overcome any challenge.

Reevaluating the Workflow: Our project managers understand that resolving inefficiencies in our basic grant management workflow structure can help alleviate time and cost. We ensure communication lines remain open, that a system of checks and balances is in place, and that our project managers track progress for future reference to optimize the workflow quickly.

Analyzing Root Causes: When our project managers identify a problem contributing to budgetary constraints, they meet with staff and identify the root cause that led to the problem and implement corrective actions.

Being Creative: Our project managers and project teams think outside of the box to overcome challenges that individual projects may experience. Thinking outside the box is especially important on projects where we already know we have budgetary constraints. If the project team cannot find a solution to a budget constraint, we will make it right by explaining the situation and developing a mutually beneficial solution together.

Documenting Lesson Learned: Once GrantWorks completes the project, we set aside time for our project managers and project teams to reflect on what went well and where there is room for improvement. We debrief and evaluate problem areas of the project, discuss how we can avoid such problems on future projects, and how we could better handle the situation moving forward.

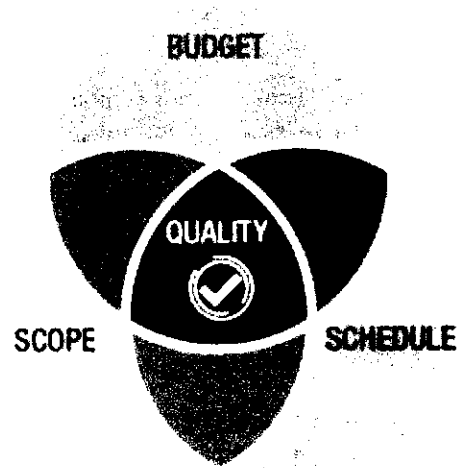


Figure 2: Project Management Constraints. The quality of a project is constrained by the project's budget, schedule, and scope. Our Project Managers know how to adjust the schedule and scope when faced with budget constraints to keep quality high.

SECTION 3 – CAPACITY TO PERFORM

As the largest Texas-based firm principally dedicated to grant management for local governments, GrantWorks has both the staff and capacity to mobilize quickly to complete multiple simultaneous large- and small-scale projects and scopes of work.

KEY STRENGTHS AND BENEFITS TO THE CITY OF UHLAND	
CDBG grant management experience	✓
Experience with water, sewer, streets, housing reconstruction, and planning	✓
Knowledge of HUD CDBG programs and TDA tracking and reporting systems	✓
Work regularly with local codes and ordinances (subdivision, mobile home, flood plain, building code)	✓
A Texas-based team that understands federal and Texas statutes and regulations (Stafford Act, 2 CFR 200, Local Gov't Code)	✓

Our capacity extends to both the number and the quality of staff we bring to the table. Our team has administered CDBG and other community development programs for more than 30 years. The many state and federal programs we have worked with include TxCDBG, CDBG-DR, Transportation Infrastructure Fund (TxDOT County Roads), Texas Historical Commission (THC), Economic Development Administration, FEMA Public Assistance (PA), and FEMA Hazard Mitigation (HMGP). The breadth of our experience gives us a solid working knowledge of program-specific requirements and cross-cutting federal regulations, including 2 CFR 200, the Stafford Act, and Supplemental Appropriations Bills.

GrantWorks' local presence also means that we can act quickly and complete all activities in a timely, efficient manner. Our Texas roots enable us to support local governments and relevant state agencies and effectively and efficiently implement programs within both the federal and Texas statutory framework.

Our team's experience with nearby communities gives us familiarity with the people and procedures we will follow. Our knowledgeable staff works closely with all stakeholders to ensure that we satisfactorily complete each project as required.

3.1 Qualifications of Professional Administrators and Experience of Staff

GrantWorks employs 225+ staff members who work out of 8 primary offices and 26 field locations strategically situated throughout Texas. We have primary offices located in Austin, Corpus Christi, Galveston, Palestine, Rockport, and Victoria. Field locations include Abilene, Alpine, Bastrop, Big Sandy, College Station, Dallas/Quinlan, Longview/Diana, Etoile, Galveston, Georgetown, Hebronville, Houston, Horseshoe Bay, Huntsville, Kirbyville, Lubbock, McAllen, Missouri City, New Ulm, Newton, Richmond, San Angelo, Texarkana, Temple, Waco, and Whitehouse. Our highly skilled staff can quickly and effectively begin to implement the services described in this RFP. With our strong connections in Texas communities, we are confident that we have the capacity needed to execute these services quickly.

GrantWorks believes in hiring and retaining skilled and experienced employees. Many of our employees hold a master's degree in city planning, engineering, construction management, public administration, or related fields relevant to the implementation of federal grant projects. More than a dozen joined us after successful careers in state and local government or related work. We encourage mobility among our staff and routinely promote from within when training and experience warrant.

We have provided an organization chart for the GrantWorks Team in **Figure 3**. This team has more than 20 TxCDBG Certified Administrators. Upon contract award, our Associate Vice President of Application Services Miranda Harris will assign Application Specialist(s) to work with the City to develop applications. With notification of funding, our Associate Vice President of Community Development Emily Phalan will work with Director of Community Development Cristal Funderburk and Associate Director of Community Development Jeff Carrillo to assign a project team to work with the City. GrantWorks has provided a summary of the qualifications and experience of our professional application, administration, project delivery, and support staff below.

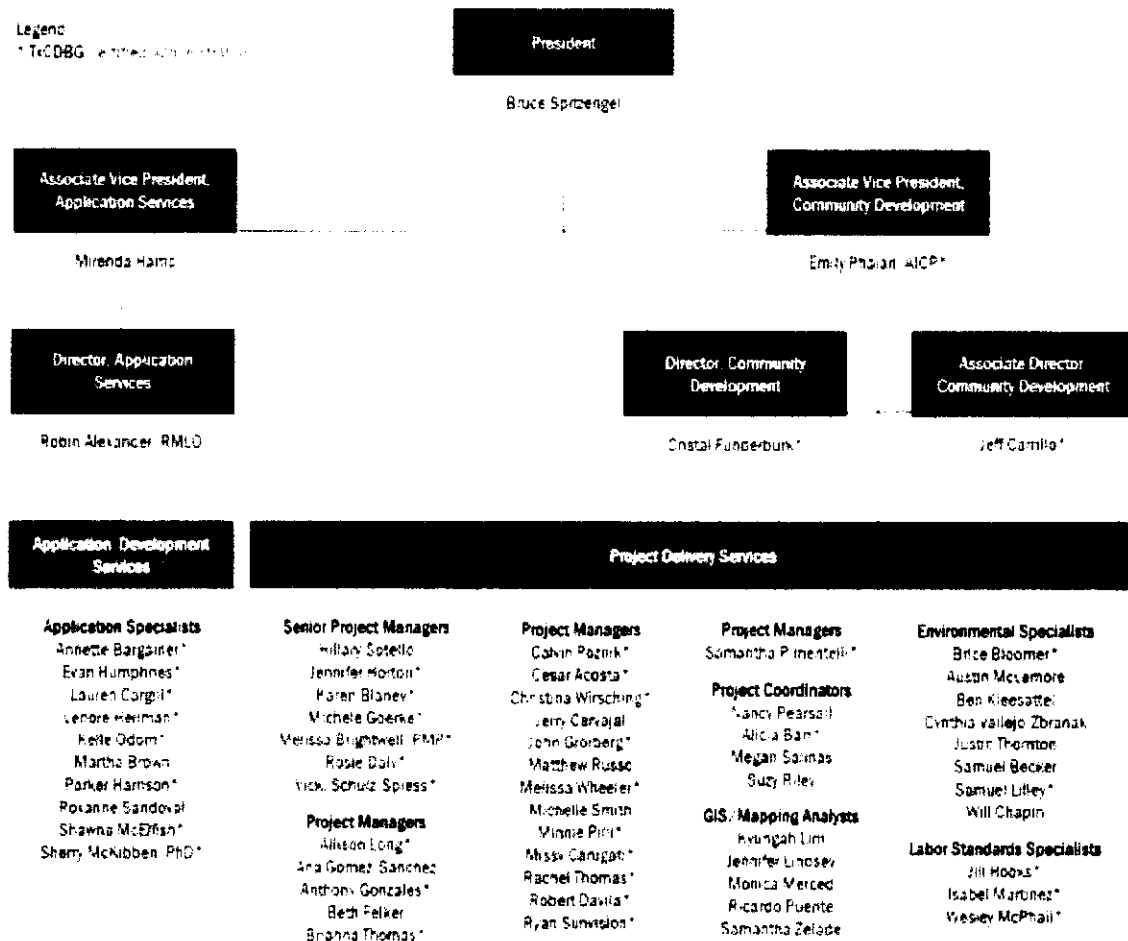


Figure 3: GrantWorks' Community Development Team Organization Chart.

Leadership and Program Management

Bruce Spitzengel, Principal in Charge

Bruce has worked with grants since 1975, first as the planning director for Texas City, then as CDBG Manager for Pasadena, Texas. In 1979 he founded a Houston, Texas-based firm that eventually became GrantWorks. The firm has since grown to include 225+ employees in 8 offices, with headquarters located in Austin, Texas. GrantWorks is the most successful provider of local government grant services in Texas due to Bruce's expertise in HUD CDBG, HOME, planning, infrastructure development, affordable and fair housing, and application preparation.

Under Bruce's leadership, GrantWorks has grown to become a full-service project management firm. The firm specializes in grant administration, application preparation, technical assistance, beneficiary documentation, planning studies, land and infrastructure development, affordable housing development, and state and federal compliance. GrantWorks has secured and managed over \$1 billion in grant funding for 350+ local government clients. In addition to business development, Bruce plays a direct role in creating federally funded projects, including CDBG infrastructure, CDBG-DR, and affordable multifamily housing. Bruce has helped countless communities develop complicated CDBG projects; his significant knowledge base gained from over 40 years of grant and CDBG experience.

Mirenda Harris, Associate Vice President of Application Services

Mirenda has 18 years of application development experience, including navigating complex application requirements, developing checklists to guide the application process, developing template policy documents, and communicating daily with elected officials, key staff, and engineers to provide guidance on the application process. She has been instrumental in developing the application processes and procedures at GrantWorks. Mirenda began her career with Kerbow & Associates Consulting in 2003, where she managed projects for Disaster Recovery, HOME, Community Development, Texas Capital Fund, and the State Energy Conservation Office. She joined the GrantWorks Team in 2013, and she continues to write applications and manage contracts from her office in Palestine, Texas. Mirenda has a BS in Sociology from the University of Texas at Tyler.

Emily Phalan, AICP, Associate Vice President of Community Development

Emily has led GrantWorks' Community Development Department since 2018 in the administration of more than 400 grant-funded projects. In this role, she trains new employees on project management, develops internal procedures for implementation of agency regulations, and oversees department support staff. She is TxCDBG Certified Administrator and began working as a Project Manager in 2010. Emily manages public infrastructure construction, disaster recovery, parks, and coastal projects. Emily interprets government publications and regulations as they pertain to project implementation. Emily previously worked in planning. She holds an MS in Community & Regional Planning and a BA in Geography from the University of Texas at Austin.

Cristal Funderburk, Director of Community Development

Cristal joined GrantWorks in 2011 and currently assists with internal process improvement, quality control, labor standards, and mentorship of all aspects of project management. Cristal has successfully managed over 50 Federal and State projects totaling more than \$30 million for Texas communities. She manages public infrastructure construction, disaster recovery, housing rehabilitation, and coastal projects. As a result of the training Cristal received from GrantWorks' experienced staff, she quickly developed the skills to manage the complexities of CDBG contracts successfully and to coordinate with

local government and state agency contacts effectively. Cristal has also trained new employees in all aspects of project management responsibilities. She is a TxCDBG Certified Administrator.

Jeff Carrillo, Associate Director of Community Development

Jeff assists communities with project implementation and internally provides day-to-day support for the Community Development Project Managers. Jeff is responsible for managing numerous CDBG-funded grants, including Community Development, Colonia, and Downtown Revitalization Programs through the Texas Department of Agriculture, and Disaster Recovery through the General Land Office. He has also managed Texas Infrastructure Fund grants through the Texas Department of Transportation. Jeff is a TxCDBG Certified Administrator and has successfully managed federally funded projects, shepherding them through the entire grant administration cycle, from contract execution to state monitoring and closeout. Projects managed include public infrastructure, private property rehabilitation, and disaster recovery. Jeff's project management efforts focus on ensuring that the quality of service provided to both internal and external stakeholders meets the highest standards.

Application Development

Evan Humphries, Application Specialist

Evan has over 10 years of proposal and project coordination experience in both the public and private sectors. Evan has excellent communication skills and is organized and reliable. She works independently or within a team and can follow through to ensure that the job gets done. Evan has a BA in Communication Studies, an MA in Communication Studies, an MS in Industrial Technology from Texas State University at San Marcos, and a TxCDBG Certified Administrator.

Lauren Cargill, Application Specialist

Lauren has one year of application development experience at GrantWorks. She writes in multiple genres, across a variety of platforms, and for different audiences. Lauren holds a BA in English Language and Literature, is currently working on an MS in Technical Communications from Texas Tech University, and is a TxCDBG Certified Administrator.

Lenore Hellman, Application Specialist

Lenore is an exemplary writer, planner, and accountant with adeptness in prioritizing and delegating project tasks. She pays attention to detail and is extremely organized. She knows human behavior and performance, multiple languages, and social media. Lenore also has experience working in nonprofit and business environments. Lenore earned an MA in Social Anthropology from the University of St. Andrews, a BS in Deaf Studies from Gallaudet University, and is a TxCDBG Certified Administrator. Lenore has over two years of grant writing experience.

Martha Brown, Application Specialist

With 17 years of relevant experience, Martha Brown works directly with local governments to assess local needs that could be addressed using federal Community Development Block Grant (CDBG) funds available through several state agencies and coordinates the application process. Since joining GrantWorks in 2018, she has worked directly with local governments in Texas to assess local needs and develop and write successful applications for various TxCDBG programs.

Parker Harrison, Application Specialist

Parker is an experienced community development administrator with a demonstrated history of working in the government administration industry. He is skilled in ArcGIS, analysis, coaching, team building, budgeting, and administration of projects and activities. Parker holds a BS in Kinesiology and Exercise Science from Schreiner University and is a TxCDBG Certified Administrator. He has been with GrantWorks as an application specialist since July 2020. Tasks include gathering data, monitoring the progress of deadlines, and preparing application materials.

Robin Alexander, Application Specialist

Robin has over 28 years of public service experience in Texas since receiving her Master of Public Administration degree in 1992. She has spent much of her career working with state and federal grant programs. She has successfully supervised more than \$120 million in grant projects for over 70 local governments. Robin has written applications for and managed community development, economic development, disaster recovery, housing, and planning grants through various TxCDBG programs and the Texas Home Investment Partnership Program. Robin also has extensive experience guiding city and county clients through the property acquisition process required under the Uniform Relocation Act (URA) for grant-funded projects. Robin is a TxCDBG Certified Administrator.

Roxanne Sandoval, Application Specialist

Roxanne has 17 years of professional grant writing and project management experience. She has managed well over 100 projects. Roxanne has written applications for and managed community development, economic development, disaster recovery, housing, and planning grants through various TxCDBG programs. She holds an MS in Health and Kinesiology from Texas A&M University.

Shawna McElfish, Application Specialist

Shawna has over 5 years of grant administration and project management experience. She joined GrantWorks in October 2019 as an application specialist, where she writes grants for community development projects. Shawna coordinates with municipalities, chambers of commerce, local businesses, economic development corporations, and other local entities to develop projects for the Downtown Revitalization/Main Street Program grant applications. Tasks include gathering data, monitoring the progress of deadlines, and preparing application materials. Shawna is a TxCDBG Certified Administrator.

Sherry McKibben, PhD, Application Specialist

Sherry has experience in community resources with a demonstrated history of working in the government administration industry. She is skilled in project development, construction, capital improvement project management, project financial management, interagency cooperation, policy analysis, event planning, and government. Sherry earned a PhD in Sociology from Texas A&M University, an MA in Political Science from West Texas A&M University, and a BA in Political Science and Sociology from West Texas A&M University. Sherry has been with GrantWorks since June 2019 and is a TxCDBG Certified Administrator.

Project Delivery**Hillary Sotello, Senior Project Manager**

Hillary joined GrantWorks as a Community Development Infrastructure Project Manager and transitioned to her current role as Community Development & Recovery Housing Manager in 2019. Before joining GrantWorks, Hillary worked in commercial building construction in project management. She earned her BS in Geography from the University of Texas at Austin.

Jennifer Horton, Senior Project Manager

Before joining GrantWorks, Jenny managed a Quality and Risk Analyst Team with Accenture and served as the team's lead analyst. Jenny has many years of experience in management, administration, and coordination in the public, private, and nonprofit sectors. She holds an MS in Social Work focused on Community Administrated Leadership from the University of Texas in Austin and a Nonprofit Governance portfolio from the Lyndon B. Johnson School of Public Affairs. She has been serving with GrantWorks as a Community Development Project Manager since 2018. Jennifer is a TxCDBG Certified Administrator.

Karen Blaney, Senior Project Manager

Karen is a Senior Project Manager with more than 18 years of experience in the sustainability, mitigation, and disaster recovery fields working in university, nonprofit, and consulting organizations. She brings her technical expertise together with an ability to coordinate multiple professionals and program areas. She has experience with FEMA's Public Assistance and Hazard Mitigation Grants, the Texas CDBG and CDBG-DR programs, and RESTORE Act grants, which fund coastal restoration activities in response to the Deepwater Horizon oil spill. Before joining GrantWorks, Karen worked on a broad spectrum of sustainability and infrastructure projects with the University of Texas at Austin, SPEER, and the City of Austin Watershed Protection Department. Born in San Antonio, Karen holds an MA from Pennsylvania State University, a BA from Austin College in Sherman, Texas, and is a TxCDBG Certified Administrator.

Melissa Brightwell, PMP, Senior Project Manager

Melissa is a Community Development Project Manager and is a TxCDBG Certified Administrator. Melissa is TxCDBG Certified Administrator and has attended DOL's Prevailing Wages Seminar. Before joining GrantWorks, Melissa worked as a Project Manager for a global medical device consulting firm, specializing in compliance with FDA regulations. She holds a BBA in International Business from the University of Texas at Austin, a Project Management Professional (PMP) Certificate from the Project Management Institute, and a TxCDBG Certified Administrator.

Michele Goerke, Senior Project Manager

Michele coordinates federally funded projects and works directly with the local government contact, state, and federal funding agencies, along with third-party project engineers and other stakeholders. She is experienced as a grant writer and is a specialist in economic development projects, including the Texas Capital Fund, Main Street, Downtown Revitalization, and Economic Development Administration programs. Michele has been a Project Manager for GrantWorks since 2013 and is a TxCDBG Certified Administrator.

Rosie Daly, Senior Project Manager

Rosie is a Senior Project Manager and is a TxCDBG Certified Administrator. Before joining GrantWorks, Rosie was employed by Goodwill Industries of Central Texas as a Program Administrator. She earned her BA from Hope College in Holland, Michigan, and has over 10 years of experience in grant-funded project implementation and program management.

Vicki Schulz-Spiess, Senior Project Manager

Vicki began her career with Kerbow & Associates Consulting in 1991, where she managed over 200 grants, including Community Development, Disaster Recovery, Texas Capital Fund, and Urgent Need projects. Vicki joined the GrantWorks Team in 2013, and she continues to manage contracts from her New Ulm office. Vicki is TxCDBG Certified Administrator and holds a BA from Sam Houston State University.

Allison Long, Project Manager

As a Project Manager, Allison manages federal, state, and local grant-funded projects. She works directly with federal, state, and local funding agencies, along with third-party project engineers and other stakeholders. Allison holds an MS in Community and Regional Planning from the University of Austin and a BS in Sociology from Belmont University. She is also a TxCDBG Certified Administrator.

Ana Gomez-Sanchez, Project Manager

Ana is a Project Manager. Before joining GrantWorks, Ana worked for CohnReznick as a Disaster Response and Recovery Consultant focusing on FEMA Hazard Mitigation Projects. Before CohnReznick, Ana worked for the United Nations World Food Program (UN WFP) as a Vulnerability Assessment Officer at the Latin American and the Caribbean Regional Bureau in Panama. While with WFP, she oversaw the implementation of field assessments for response and recovery operations in over 11 countries in the region. Ana holds an MS in Community and Regional Planning from the University of Texas at Austin and a BA in Political Science from Florida State University in Tallahassee.

Andrea (Christina) Wirsching, Project Manager

Christina is a Project Manager at GrantWorks with two years of grant management experience. Christina holds a PhD and MS in Community and Regional Planning from the University of Texas at Austin, and a BA in Geography from the University of Texas at Austin, specializing in Environmental Resource Management. She is also a TxCDBG Certified Administrator.

Anthony Gonzales, Project Manager

Anthony is a Community Development Project Manager at GrantWorks. He has managed projects for the Health and Human Services Commission and the Capital Area Metropolitan Planning Organization. Anthony earned his BS in Geography from Texas State University. Before his professional career, Anthony served as a US Army Infantryman in Operation Iraqi Freedom and Operation Enduring Freedom.

Beth Felker, Project Manager

With 16 years of experience, Beth is an experienced entrepreneurial, inclusive nonprofit leader focused on relationship-building and strategic management for efficiency, growth, and impact. Her areas of expertise include overseeing organizational and program development, cultivating diverse teams and partnerships, and scaling growth. Beth is bilingual in English and Spanish. She earned her MA in Sustainable International Development from Brandeis University and a BA in Psychology and Intercultural Communication from Southwestern University.

Brianna Thomas, Project Manager

Brianna is a Project Manager at GrantWorks. She has a BA in Applied Arts and Sciences from Texas State University and an AA in Arts from Austin Community College and the University of Texas at Austin. Brianna is also a TxCDBG Certified Administrator.

Calvin Poznik, Project Manager

Calvin is a Project Manager with four years of experience. He has processed and disbursed more than \$16.3 million in federal grant funds. He has facilitated the closeout of 295 subgrants across 10 major disasters from state and local governments. Calvin is also an experienced mitigation specialist with FEMA programs, problem-solving, leadership, and communication skills that produce quality results. Calvin holds a BS in Emergency Management and Homeland Security from the University of Akron and a Certificate in Geographic and Land Information Systems (GIS/LIS). He is also a TxCDBG Certified Administrator.

Cesar Acosta, Project Manager

Cesar is a Community Development Project Manager. Before joining GrantWorks, Cesar was employed by Evolve Austin as a Deputy Field Director. He earned his MS in Community and Regional Planning from the University of Texas at Austin and a BA in Political Science from the University of Arizona. Cesar is a TxCDBG Certified Administrator.

Jerry Carvajal, Project Manager

Jerry has been a Project Manager for GrantWorks since 1997 and is the Director of West Texas Services due to his extensive experience in that region. Jerry has completed more than 50 CDBG projects. Jerry worked as the City of Alpine, Community Development Director, and City Manager previously. He is fluent in Spanish and holds an MS in Public Administration and a BS in History from Sul Ross State University.

John Groberg, Project Manager

John is a Community Development Project Manager and a TxCDBG Certified Administrator. Before joining GrantWorks, John accrued 10 years of project management experience in the field of geophysical exploration, working on projects throughout the Continental US, Alaska, South America, and Asia. John also spent several years as a Project Manager in the field of commercial construction.

Matthew Russo, Project Manager

Matthew is a Community Development Project Manager. Before joining GrantWorks, Matthew worked as a Program Administrator for Goodwill Central Texas. He earned his MA in Public Administration from Wright State University and a BA in History from Ohio State University.

Melissa Wheeler, Project Manager

With 13 years of experience, Melissa works as a Project Manager at GrantWorks. Her experience includes working with homeless, refugee, immigrant populations, and housing for homeless and low-income individuals. She also has experience working with street outreach programs. Before joining GrantWorks, Melissa spent three years as a Homeless Information Management Systems (HMIS) Trainer and Director for the Ending Community Homelessness Coalition. Melissa holds an MS in Social Work from Washington University and a BA in Social Work from West Texas A&M University and is a TxCDBG Certified Administrator.

Missy Carugati, Project Manager

Missy is a Community Development Project Manager. She has a BA in Art and a BS in Science from the University of North Texas and Texas State. Missy has worked on projects relating to environmental issues, water resources, and traffic data. She previously worked at TXDOT as a Planner in the Transportation Programming and Planning Department, working on traffic data analysis. Before this, Missy worked as a Project Manager for Water Rights Division at Texas Commission on Environmental Quality.

Rachel Thomas, Project Manager

Rachel is a Community Development Project Manager and a TxCDBG Certified Administrator. She earned her MS in Community and Regional Planning from the University of Texas at Austin and a BA in Geography and Sustainability from Miami University.

Robert Davila, Project Manager

Robert is a Community Development Project Manager and a TxCDBG Certified Administrator. Previously, he worked at the Texas A&M Transportation Institute, where he worked on projects involving pedestrian

and bike crash analyses in Central Texas. He attended the University of Texas at Austin for both undergrad and graduate school, earning his MS in Community and Regional Planning and a BA in Urban Studies.

Ryan Sunvison, Project Manager

Ryan is a Community Development Project Manager and a TxCDBG Certified Administrator. Before joining GrantWorks, Ryan was employed by the Texas Commission on Environmental Quality (TCEQ) as an Environmental Investigator. He earned his BS in Environmental Studies from Texas A&M University.

Nancy Pearsall, Project Coordinator

Nancy joined GrantWorks in 2018 to support the Community Development team. Before that time, she served as a Grants and Prospect Research Manager at KLRU-TV (Austin PBS), St. Edward's University, Integral Care, and Special Olympics Texas. Nancy holds a certificate of completion from the Grantsmanship Center training program and a BA in Studio Art from the University of Texas at Austin.

Suzy Riley, Project Coordinator

Suzy serves as a project coordinator for the Community Development and Community Development Block Grant programs and has over 10 years of experience in the field. Suzy previously worked for GrantWorks as a Community Development Project Manager. She earned her MS in Community and Regional Planning from the University of Texas at Austin and a BA in History from the University of Auckland in New Zealand.

GIS/Mapping

Kyungah Lim, GIS/Mapping Analyst and Team Lead

Kyungah is the GIS/Mapping Team Lead at GrantWorks. She has seven years of experience in GIS and mapping. Kyungah creates databases and mapping products for housing, infrastructure, population, and land use planning. She also assists with needs assessments and data analysis. Kyungah earned a BA in Economics from the University of Texas at Austin and a GIS Level II Certification from Austin Community College.

Monica Merced, GIS/Mapping Analyst

With three years of experience, Monica is a GIS/Mapping Analyst at GrantWorks. Her areas of expertise include map production, data conversion, creating and editing metadata, data entry and maintenance, and GIS analysis. GrantWorks. In addition to managing spatial data, she is responsible for collecting population, housing, land use, and drainage data in Texas's rural communities for comprehensive plans. She is skilled in ArcGIS, ArcFM, and ArcPro. Before GrantWorks, she worked as a GIS Technician with One Gas, where she digitized gas system facilities using ArcGIS/ArcFM and performed data entry in Maximo. She holds a BS in Psychology from Texas State University and a GIS Level I Certificate from Austin Community College.

Ricardo Puente, GIS/Mapping Analyst

Ricardo has been involved in the GIS field and has been developing cartographic products covering central Texas for 12 years. He has extensive experience with GIS data sources throughout the state and understands the intricacy of maintaining a top-of-the-line GIS database. Ricardo is familiar with collecting, processing, managing, and portraying spatial and attributes data. He also has extensive data development and maintenance, spatial editing and analysis, and report generation skills. Ricardo has an

MS in GIS and Cartographic Design from Texas State University and a BS in GIS/Cartographic Design and Geology from the University of Texas at Austin.

Samantha Zelade, GIS/Mapping Analyst

Samantha creates databases and mapping products for comprehensive plans. She previously worked for the City of Austin Watershed Protection Department and the Texas General Land Office. She earned a BA in Anthropology and Latin American Studies from the University of Texas at Austin and holds a Level I Certification in GIS from Austin Community College.

Jennifer Lindsey, GIS/Mapping Analyst

Jennifer first joined GrantWorks as a GIS Intern responsible for editing parcel data, creating annotation, collecting aerial imagery, and creating template maps for active comprehensive plans. Jennifer collected, purchased, organized, and created geodatabases for GIS data of all new comprehensive plans for 2018. Also, Jennifer assisted the GIS Analysts with Hazard Mitigation Plan maps. Jennifer was promoted to a full-time GIS position in May 2017 and has three years of GIS and mapping experience.

Environmental Review

Brice Bloomer, Environmental Specialist and Team Lead

Brice joined GrantWorks in 2019 to work on housing environmental reviews in the HOME and Community Development Departments. After college, Brice began his career conducting NEPA reviews and environmental compliance at an environmental consulting firm in Austin. He earned his BS in Environmental Studies and a minor in Parks and Natural Resource Management from Texas A&M University in College Station. Brice is also a TxCDBG Certified Administrator.

Austin Lemore, Environmental Specialist

With 2+ years of experience, Austin joined GrantWorks in March 2020 as an Environmental Specialist. He implements NEPA environmental compliance for HUD-funded TxCDBG projects. Project types include the Community Development Fund, Colonia Construction Fund, Community Enhancement Fund, Disaster Recovery Fund, and Disaster Relief Fund. Austin holds a BS in Wildlife and Fisheries Sciences from South Dakota State University.

Ben Kleesattel, Environmental Specialist

Ben has two years of environmental experience at GrantWorks. He previously worked for the University of Texas as a Grants and Contracts Specialist, where he coordinated grant application budgets, administered expenditure of grant funds, and ensured compliance with regulations set forth by grant sponsors. Ben regularly met with researchers and professors to determine the actions needed to meet grant requirements and helped them prepare budgets and reports. He also used his written and verbal skills to succinctly convey and summarize complex issues related to grant management and help researchers and professors anticipate obstacles in pursuing their projects. Ben holds a BS in Environmental Studies and a Certificate in Technical Writing from the University of Cincinnati.

Cynthia Vallejo-Zbranak, Environmental Specialist

Cynthia joined GrantWorks in 2019 after retiring from the State of Texas. She has 27+ years of experience with federally funded programs, including environmental compliance for various HUD-funded programs and project management with the State of Texas CDBG program. Cynthia brings an in-depth knowledge of the federal regulations for environmental compliance and project implementation of the CDBG program. Cynthia holds a BBA in Business Administration from Texas State University.

Justin Thornton, Environmental Specialist

Justin joined GrantWorks in 2019 to support the Community Development Department. Before joining GrantWorks, Justin was employed by Trileaf Corporation as an Environmental Scientist. He holds a BS in Geology with an emphasis in Geophysics from Louisiana State University.

Samuel Lilley, Environmental Specialist

Sam joined GrantWorks in August 2020 as an Environmental Specialist. He is currently helping the GrantWorks environmental team complete Hurricane Harvey Environmental Assessment reports for infrastructure projects in various impacted cities and counties. With 13 years of experience, Sam specializes in environmental compliance, preliminary site assessment, and disaster recovery. He has worked on several projects in both the public and private sectors dealing with regulatory compliance, natural resource management and protection, construction and environmental disaster recovery, construction permitting, remediation activities involving water, soil, and air sampling, and construction oversight. Sam is a TxCDBG Certified Administrator.

William Chapin, Environmental Specialist

Will Chapin is an Environmental Specialist at GrantWorks. He has worked in the environmental consulting and services industry since graduating from Texas A&M University with a BS in Environmental Science in 2018.

Labor Standards

Jill Hooks, Labor Standards Specialist and Team Lead

Jill Hooks is a Labor Standards Team Lead with 13 years of experience working on Davis-Bacon Labor Standards. Jill ensures that builders provide payrolls and related paperwork in a timely manner. Her role often requires her to provide hands-on technical assistance to contractors unfamiliar with federal reporting and labor standards requirements. She also works with project managers to ensure that agency reports, and other program documents are accurate and submitted on time. Previously, Jill worked as a Project Manager and Labor Standards Officer with Traylor & Associates in Tyler, Texas. Jill is a Certified TxCDBG Administrator.

Isabel Martinez, Labor Standards Specialist

Isabel Martinez is a Labor Standards Specialist with one year of experience working on Davis-Bacon Labor Standards. She ensures that the project contractors provide payrolls and related paperwork in a timely manner and often guides contractors to assist them in submitting their payrolls and understanding all applicable labor standards requirements. Isabel earned an MS in Urban and Regional Planning, a BS in Global Arts, Design, Planning, and Construction from Texas A&M University in College Station, and is a TxCDBG Certified Administrator.

Wesley McPhail, Labor Standards Specialist

Wesley McPhail is a Labor Standards Specialist with 11 years of experience working on Davis-Bacon Labor Standards. Wesley ensures that the project contractors provide payrolls and related paperwork in a timely manner and often guides contractors to assist them in submitting their payrolls and understanding all applicable labor standards requirements. Wesley is a TxCDBG Certified Administrator.

3.2 Present and Projected Workloads

GrantWorks understands and can meet all requirements, as identified in the RFP. We are committed to helping localities like the City of Uhlend apply for and manage grants for over 40 years. Over the years, we built a reputation as a trusted partner with a long history of working with many Texas communities. The key to our success is the deep and mutually respectful relationship that we build with our clients. We understand each client's internal capacity and the impact that each project will have on their community. We work closely with key stakeholders and understand how each task impacts the project team's ability to complete on schedule.

Through ongoing management and team support, we help our project managers to provide the highest quality of service by balancing their workloads (Figure 4). We achieve this by assigning each project a "weight" based on the project's anticipated scope and complexity. The GrantWorks Management Team assigns project weights using its years of experience and lessons learned to inform the process. We also consider each project managers' tenure and capacity.

GrantWorks holds weekly staff meetings to confirm that all employees are up to date on the latest state and federal regulations. Staff also regularly meet with management to evaluate project progress. Our management team regularly reviews all project manager portfolios to see that we have allocated appropriate level resources to each project. Our management team ensures that we identify and avoid potential project risks early and give the right level of attention to each project in a manager's portfolio.

A weekly team meeting also provides a forum in which project management-related challenges and solutions are discussed and evaluated. All project managers also receive biweekly portfolio reviews to ensure that all aspects of a project are moving forward and meet critical milestones. Our leadership team is actively engaged in every project GrantWorks undertakes. This team implements staffing and capacity adjustments necessary to ensure successful project completion immediately and without delay.

Figure 4: GrantWorks Actively Manages Workload During Project Execution by Following a Simple Five-Step Workload Management Process. We continuously review and revise the present and projected workload as projects move forward and change.

1	Review our team's present workload
2	Identify over-allocated staff
3	Identify under-allocated staff
4	Account for skills and absences
5	Adjust assignments as needed

3.3 Work Plan

GrantWorks grant administrators are primarily responsible for coordinating and expediting all grant activities. We strive to remain a cooperative, informed, and active member of your project implementation team. As such, we help keep projects on track and on time. Our core responsibilities include:

Application Development

GrantWorks prepares application documents and qualifies target areas using Census data. Our expertise in Geographic Information Systems (GIS) mapping, project scoping, and beneficiary documentation will help the City of Uhlend quickly identify and prioritize its CDBG eligible projects.

- ▶ Develop thorough, detailed CDBG Applications that meet or exceed the Texas Department of Agriculture (TDA) requirements
- ▶ Coordinate with the engineer
- ▶ Submit the completed application to TDA by the deadline
- ▶ Satisfy all TDA requests for information

Project Management

Our project management team includes experts in procurement and bidding, contractor coordination, financial management, and other HUD grant management requirements. We use detailed document tracking systems and collaborate daily to ensure that your projects are on track. GrantWorks will guide and assist with financial management, recordkeeping, scope changes, reporting, environmental clearance, acquisition, contract closeout, and other aspects of program implementation. We prepare all forms, notices, and agenda items and provide them to you in advance.

Our team will help you create a well-run, efficient, and successful community development program that complies with all state and federal reporting requirements. The GrantWorks Team understands that communication is a vital component of any successful project. We can provide the City's elected officials, staff, and the public with regular updates as needed. Consistent communication and transparency help stakeholders understand the program's status, thereby helping them feel more confident about the overall process.

- ▶ Maintain regular contact with the project engineer, the local contact person, construction contractors, and other parties
- ▶ Establish a recordkeeping and filing system
- ▶ Prepare start-up grant documents, forms, notices, and agenda items for review or action
- ▶ Prepare and submit quarterly reports and other required updates
- ▶ Assist with procurement and requirements such as those found in 2 CFR 200
- ▶ Assist in meeting civil rights and related requirements
- ▶ Assist with real property acquisition in compliance with state and federal law (URA)
- ▶ Track inquiries regarding grant completion dates
- ▶ Attend site visits and public meetings as needed

Financial Management

We ensure that local government recipients establish and maintain financial processes that comply with state and federal regulations. As part of that, we create and maintain a grant ledger and help the City establish and maintain a reporting and recordkeeping system so that you can keep physical and digital copies of all documents locally. Our recordkeeping methods consistently receive high marks from state and federal monitors.

We initially review invoices and supporting draw documentation for program eligibility and benchmark conformance, determine whether contract budget revisions are needed, and confirm that quantities match

contracts. We work proactively with all stakeholders to 1) avoid issues that may result in questioned costs or audit concerns and 2) to resolve any identified problems as quickly as possible.

- ▶ Assist with financial management, including processing all invoices, contracts, and change orders received from the project engineer and contractors
- ▶ Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state agency
- ▶ Facilitate milestone payments and ensure that we meet all milestones before the City makes payment
- ▶ Deliver and route batches of project invoices with receipts periodically
- ▶ Track invoice submittal and payment processing
- ▶ Ensure that the City can meet non-federal match requirements, if applicable

Environmental Review

The GrantWorks Team members have performed environmental reviews for literally hundreds of federally funded projects. Our experience includes evaluating environmental impacts to biological resources, air, water quality, wetlands, socioeconomic resources, and archaeological and cultural resources. These evaluations have supported our work for Categorical Exclusions (CEs), Environmental Assessments (EAs), Environmental Impact Statements (EISs), and tiered NEPA documents. We have expertise in all types of environmental impact studies, wetland delineations, and permit applications. We also use data from state and federal resources to produce all necessary maps and data to understand relevant impacts and clearance needs fully.

Many cities and counties get delayed and overwhelmed when dealing with significant environmental conditions, but we specialize in finding efficient and compliant solutions. This phase of the project lifecycle should not be a deterrent to successful project completion. Our relationships and expertise can help mitigate hazards and provide environmentally compliant solutions. Using our team of experts, we can meet TDA and HUD infrastructure and environmental requirements.

Environmental review services include:

- ▶ Review each project to determine the level of environmental review required
- ▶ Prepare environmental assessment including completing and submitting HUD required forms for environmental review and provide documentation to support environmental findings
- ▶ Coordinate environmental clearance procedures with appropriate federal and state agencies and interested parties to facilitate clearance or approval
- ▶ Prepare responses to comments received during the commenting phase of the environmental review
- ▶ Maintain coordination with local officials, project engineer, and other members of the team
- ▶ Complete and submit the environmental review
- ▶ Prepare and submit for publication all public notices
- ▶ Provide documentation of clearance for parties known to be interested as required by 24 CFR 58.43
- ▶ Process environmental reviews and clearances following NEPA
- ▶ Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required.
- ▶ Prepare and submit monthly status reports
- ▶ Participate in regularly scheduled progress meetings
- ▶ Prepare and submit Request for Release of Funds and certifications to TDA

Construction Management and Compliance with Labor Standards

Our project managers have extensive experience reviewing contract/bid packages for compliance, monitoring contractor performance, reviewing change orders, and processing construction pay estimates. The GrantWorks Team also has a long history of providing our clients with contract development assistance. We will use this expertise to review construction contracts to ensure compliance with state and federal requirements and contain the required TxCDBG contract provisions.

Our team will collect and review contractor information and verify construction contractor eligibility with TDA. As a best practice, we create, use, and update checklists to document and ensure all contractors meet the necessary compliance requirements. Debarment checks and SAM registry checks will be performed precontract, while other checklists will be completed before a notice to proceed and subsequent tasks. The steps for vetting all contractors are outlined in GrantWorks' standard operating procedures to ensure that we use a transparent and standardized approach throughout the project.

The GrantWorks Team will provide construction monitoring for compliance with equal opportunity and labor standards provisions. We will accomplish construction monitoring through routine but random visits to work sites, interviewing on-site staff, filing reports, and reporting to the City. We will achieve much of this compliance monitoring during visits to monitor, evaluate, and report the contractor's performance. In addition to unscheduled site visits, the team will complete scheduled on-site progress inspections for quality assurance, compliance, certify partial payment requests, and review, recommend, and process any change orders as needed.

Construction management services include:

- ▶ Help the City to document compliance with all federal and state requirements related to equal employment opportunity, minimum wage, and overtime pay requirements
- ▶ Provide labor standards assistance, including requesting wage rates from TDA
- ▶ Provide project engineers with instruction and forms packet, so they know up-front what information is required by the state agency
- ▶ Conduct pre-construction conference and prepare minutes
- ▶ Review plans, bid documents, and change orders for compliance with regulations and conformance with the state contract
- ▶ Compile and review construction contract documents
- ▶ Review weekly payrolls, including compliance follow-ups and performing employee interviews
- ▶ Oversee grant activities to ensure project adheres to established budget, scope, and schedule

Audit, Closeout, and Archiving Files

The GrantWorks Team adopts the audit and closeout philosophy that projects should 'begin with the end in mind.' This simple statement means we create policies and procedures that support a compliant operation and a continuous closeout process throughout the life cycle, making final closeout steps routine and predictable. The City will benefit from our approach by building an audit-ready program from the beginning, structured for closeout, including critical checkpoint checklists and transparent reporting.

GrantWorks will assist in reconciling financial data in all applicable systems, prepare the City for state and federal audits, and be available to participate in future audits, as necessary. We excel in the maintenance of project files and proper documentation of all grant requirements. As part of our audit and closeout services, we will:

- ▶ Perform internal reconciliation of project file and records
- ▶ Work with the City to resolve any issues or concerns that may arise
- ▶ Prepare and submit final closeout documents
- ▶ Provide auditor with TxCDBG audit guidelines
- ▶ Assist in working with TDA to resolve any monitoring and audit findings and any third-party claims
- ▶ Attend any scheduled state or federal audit visits
- ▶ Archive hardcopy and electronic files

Performance Schedule

The GrantWorks Team has a track record of completing projects on time and within budget. We have a deep bench of proficient and capable professionals who will work closely with the City and TDA to reach all project schedule requirements and milestones successfully.

GrantWorks intends to assist the City with proactively preparing for Community Development funding. We will work closely with the City to determine its specific needs for implementing projects and the type of information that will best suit the City's results.

3.4 Demonstrating Understanding of Scope of the TxCDBG Project

GrantWorks will prepare the grant application for the City's 2021-2022 Community Development Fund project. We will also administer the grant contract if the Texas Department of Agriculture funds the project under the 2021-2022 Texas Community Development Block Grant Program.

SECTION 4 – PROPOSED COST

4.1 Scope of Services

Our services include:

Application Preparation Services: GrantWorks will assist the City in preparing a public infrastructure project application for submission to the Texas Department of Agriculture - Office of Rural Affairs for the Program Year 2021-2022 Community Development Fund; assist in project eligibility determination to increase the probability of funding by following program guidelines and local needs; assist in organizing and completing application requirements including the citizen participation, documentation of beneficiaries, documentation of local matching funds, and resolution; and assist in responding to any requests by TDA for clarification or supplemental application information. The City will be responsible for costs associated with the publication of required application notices.

Administrative Services: GrantWorks will guide and assist with financial management, recordkeeping, amendments, reporting, environmental clearance, civil rights, acquisition reporting, labor standards, contract closeout, and other aspects of program implementation. We will prepare all forms, notices, and agenda items and provide them to you in advance. We will communicate with the project engineer, state staff, and other parties to ensure your project's successful completion. Also, we will attend the site visit, monitoring review, and public meetings, as necessary.

4.2 Cost of Services

GrantWorks is happy to negotiate the Cost and Scope of Services before final selection, as allowed by TDA. GrantWorks' proposed fee for this contract is \$25,500 or 11% of the total grant award, whichever is lower. This fee is for Administrative Services and is only payable in the event of a 2021-2022 Texas Community Development Block Grant award to the City. There is no fee for Application Preparation Services whether the City receives a grant award or not.

GrantWorks will breakout the Administrative Services fee into the following costs for each item in the Scope of Services:

MILESTONES	
Establish Recordkeeping and Accounting Systems, Fair Housing/EEO/Section 504	30%
Environmental Review/Notices	20%
Construction Start-up	20%
Construction and Labor Standards Monitoring	20%
Closeout and State Monitoring	10%

The above fee includes all ancillary services that may be necessary to complete the above-listed scope. Work categories include ongoing document preparation, financial management of grant and local match funds, technical assistance and advice, coordination and liaison services, assistance with project modifications, and real property acquisition report assistance and advice. Please see Form A507 for more detail.

We may bill extraordinary and unexpected services as additional services at a rate of \$95/hour as approved by the client. These services include but are not limited to amendment processing, environmental review, force account documentation, and extensive real property acquisition (initiating URA requirements, coordinating appraisals and surveys, filing documents, etc.).

GrantWorks pays for advertising related to civil rights/fair housing, final public hearing, and initial environmental review. We will pay the advertising for construction bids using a local match or engineering funds.

As part of the procurement process, TDA requires administrators to disclose and certify the percentage of profit for professional administrative service costs over \$50,000. GrantWorks' expected profit is 6.1% of the above-referenced fee based upon the company's 2019 gross revenue and net profit.



SECTION 5 – OTHER INFORMATION

5.1 Small Business, Affirmative Action, and Equal Employment Opportunity

Small Business Enterprise

GrantWorks is a small Texas-based corporation with 225+ full-time employees. Based on the US Small Business Administration guidelines, we are considered a Small Business Enterprise.

Affirmative Action

GrantWorks performs all services on behalf of local governments without regard to race, national origin, religion, color, sex, age, familial status, or disability.

Equal Employment Opportunity

GrantWorks does not discriminate in employment opportunities and complies with all federal, state, and local laws.

5.2 Statement of No Conflicts of Interest

GrantWorks does not have any existing or potential conflicts of interest to disclose.

ATTACHMENT 1 – FORM A507: RESPONSE FOR SERVICE PROVIDER (OPTIONAL FORMAT)

GrantWorks has completed and provided a copy of Form A507 on the following page.

**Texas Community Development Block Grant
Phase Two Solicitation for Administrative Services - 2020
Response from Service Provider (Optional Format)**

Applicant Community:	City of Umland	Name of Firm Providing Proposal:	GrantWorks, Inc.
Fund Category:	Community Development Fund	Firm Point of Contact:	Emily Phalan
Date Proposal Submitted:	January 26, 2021	Total Proposed Cost:	\$25,500 or 11% of the total grant award, whichever is lower
Conflict of Interest: (Identify any actual or potential conflict of interest that must be addressed)	<input checked="" type="checkbox"/> No employee, officer or agent of the Grant Recipient or Applicant/Service Provider shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. <input type="checkbox"/> The following potential or actual conflict of interest must be addressed: Owner or employee of the firm has a familial relationship with a local official, including the utility provider. Owner or employee of the firm has financial interest in the utility provider intended to benefit from the project. Other _____		

Cost Category	Proposed Fee	Self-Performed or Subcontracted
Pre-application Costs (not payable or reimbursable with TxCDBG funds)		
Preparation and submittal of grant application	\$0	GrantWorks performed
Basic Services (all grant administration contracts)		
Environmental review	\$5,100	GrantWorks performed
Assistance in procurement process	Included in Contract management	GrantWorks performed
Preparation and submittal of drawdown requests	Included in Contract management	GrantWorks performed
Record keeping	Included in Contract management	GrantWorks performed
Preparation and submittal of reports as required	Included in Contract management	GrantWorks performed
Contract management	\$12,750	GrantWorks performed
Preparation and submittal of close-out documents	\$2,550	GrantWorks performed
Other Services (include only applicable services)		
Housing activities	Included in Labor standards**	GrantWorks performed
OSSF activities	Included in Labor standards**	GrantWorks performed
Acquisition of real property services	Included in Contract management	GrantWorks performed
Labor standards	\$5,100	GrantWorks performed

*GrantWorks is happy to negotiate Cost and Scope of Services prior to final selection, as allowed by FDA. An Administrative Services contract will be executed between GrantWorks and the Client only in the event of a Texas Community Development Block Grant Fund award. No fee shall be charged for Application Services whether a grant award is made to the Client or not. **If Housing or OSSF activities are awarded, the overall fee proposed remains the same and Labor standards will be adjusted accordingly.

Other Fees

List any other fees necessary to successfully complete a project (add rows as necessary).

Proposed Scope of Services

Check services proposed for the anticipated TxCDBG project (add rows as necessary).

Application Preparation Services

- ✓ Provide general advice and technical assistance in preparing the application in conformance with TxCDBG program requirements;
- ✓ Prepare beneficiary documentation in conformance with TxCDBG program requirements; and
- ✓ Ensure the completed application is submitted to TDA on or before the application deadline.
- ✓ Other:

Basic Contract Implementation Services

- ✓ Provide general advice and technical assistance on regulatory matters and implementing project activities included in the approved grant application in conformance with TxCDBG program requirements;
- ✓ Assist in the procurement process such as preparing notices and solicitation of bids for engineering, construction activities, or other grant-related services;
- ✓ Assist in meeting financial, administrative, and bookkeeping requirements of the TxCDBG program, including review of invoices received for payment, preparation of grant fund drawdown requests and retention of all pertinent records and documents sufficient to reflect all charges submitted;
- ✓ Assist in meeting record keeping requirements of the TxCDBG program, including the establishment and maintenance of an acceptable filing system;
- ✓ Assist in contract administration and monitoring requirements of the TxCDBG program, including enforcement of compliance requirements;
- ✓ Assist in the environmental review process for the proposed project, including preparing and submitting necessary documentation to the appropriate agency for clearance or approval, and preparing Request for Release of Funds and required certifications and submitting them to TDA;
- ✓ Assist in meeting all special condition requirements stipulated in the grant contract;
- ✓ Act as a liaison between the local government, construction contractors, and TDA to ensure an efficient, smoothly managed program;
- ✓ Monitor the work of authorized contractors and subcontractors.
- ✓ Furnish necessary forms and submit all required reports as outlined in the grant contract;
- ✓ Prepare and submit any program amendments, including re-assessments of environmental clearances, as necessary during the duration of the project; and
- ✓ Prepare and coordinate the submission of appropriate documents for TxCDBG contract close-out and completion.
- ✓ Assist in developing, implementing and documenting new activities to affirmatively further fair housing during the grant term;
- ✓ Other:

Assistance for Acquisition of Real Property

- ✓ Provide guidance regarding real property acquisition activities and assistance in meeting real property acquisition/URA requirements, including preparation of correspondence to property owners, and preparation and submission of required reports to TDA.
- ✓ Other:

Compliance with federal Labor Standards


- ✓ Provide guidance regarding federal labor standards and assistance in meeting Davis-Bacon Act and related federal labor laws; and
- ✓ Serve as Labor Standards Officer for the project.
- ✓ Other:

ATTACHMENT 2 – EVIDENCE OF NON-DEBARMENT

GrantWorks has provided evidence of non-debarment on the following page.

SAM Search Results
List of records matching your search for :

Search Term : GrantWorks, Inc.*
Record Status: Active

 Grantworks, Inc.	Status: Active
DUNS: 963746466 +4:	CAGE Code: 5JH22 DoDAAC:
Expiration Date: 09/02/2021	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 2201 Northland Dr City: Austin ZIP Code: 78756-1117	State/Province: TEXAS Country: UNITED STATES

SAM Search Results
List of records matching your search for :

Search Term : Bruce Spitzengel*
Record Status: Active

No Search Results

ATTACHMENT 3 – EVIDENCE OF TXCDBG CERTIFICATION

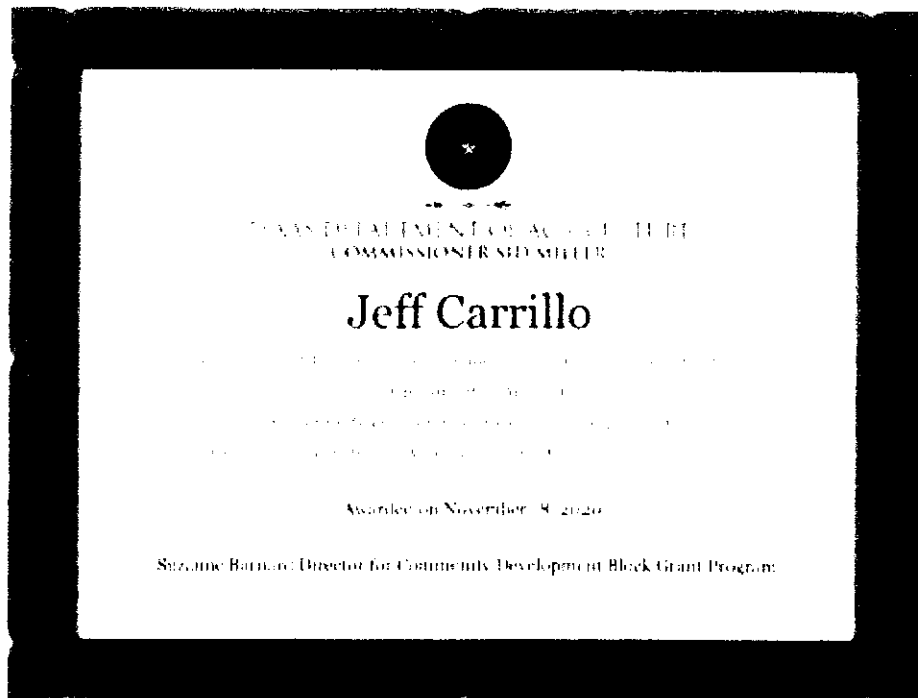
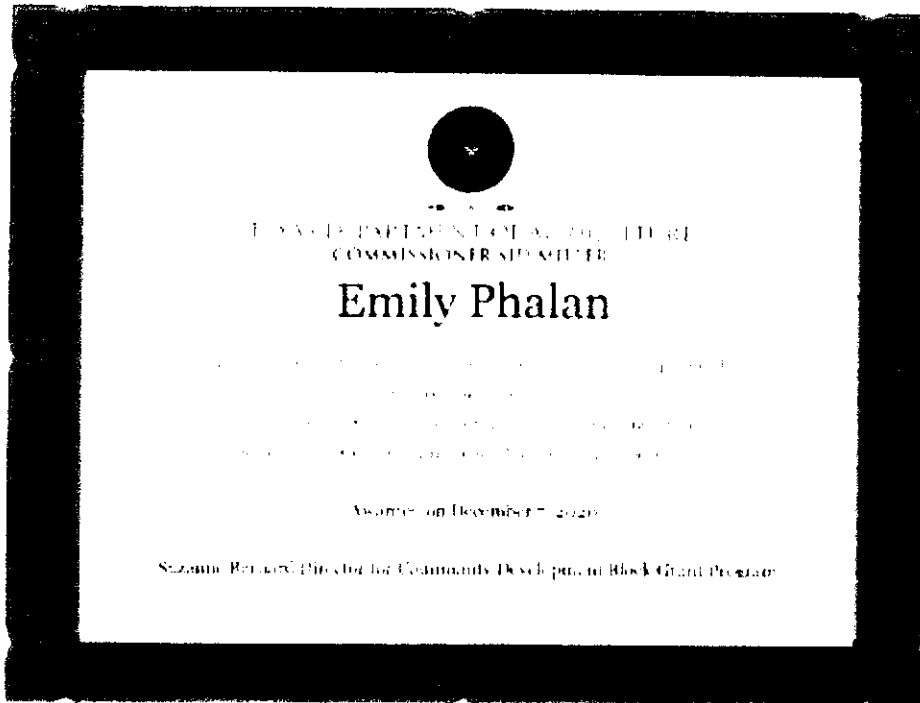
GrantWorks is a Pre-Qualified Administrative Services Provider for TxCDBG. We have provided a list of GrantWorks 2021 TxCDBG Certified Administrators in Figure 3 below.

Figure 3: GrantWorks 2021 TxCDBG Certified Administrators

First Name	Last Name	Organization Name
Allison	Long	GrantWorks, Inc.
Annette	Bargainer	GrantWorks, Inc.
Brianna	Thomas	GrantWorks, Inc.
Brice	Bloomer	GrantWorks, Inc.
Calvin	Poznik	GrantWorks, Inc.
Casey	LeMay	GrantWorks, Inc.
Cesar	Acosta	GrantWorks, Inc.
Christina	Wirsching	GrantWorks, Inc.
Cristal	Funderburk	GrantWorks, Inc.
Emily	Phalan	GrantWorks, Inc.
Evan	Humphries	GrantWorks, Inc.
Gary	Smith	GrantWorks, Inc.
Isabel	Martinez	GrantWorks, Inc.
Jill	Hooks	GrantWorks, Inc.
Jeff	Carrillo	GrantWorks, Inc.
Jennifer	Horton	GrantWorks, Inc.
John	Groberg	GrantWorks, Inc.
Karen	Blaney	GrantWorks, Inc.
Kelle	Odom	GrantWorks, Inc.
Kevin	Pell	GrantWorks, Inc.
Lauren	Cargill	GrantWorks, Inc.
Lenore	Hellman	GrantWorks, Inc.
Liz	Nguyen	GrantWorks, Inc.
Melissa	Brightwell	GrantWorks, Inc.
Melissa	Wheeler	GrantWorks, Inc.
Michele	Goerke	GrantWorks, Inc.
Minnie	Pilli	GrantWorks, Inc.
Nicole	Haggerty	GrantWorks, Inc.
Oralia	Cardenas	GrantWorks, Inc.
Parker	Harrison	GrantWorks, Inc.
Rachel	Thomas	GrantWorks, Inc.
Robert	Davila	GrantWorks, Inc.
Rosie	Daly	GrantWorks, Inc.
Ryan	Sunvison	GrantWorks, Inc.

Figure 5: GrantWorks 2021 TxCDBG Certified Administrators

First Name	Last Name	Organization Name
Samantha	Pimentelli	GrantWorks, Inc.
Samuel	Lilley	GrantWorks, Inc.
Shawna	McElfish	GrantWorks, Inc.
Sherry	McKibben	GrantWorks, Inc.
Vicki	Schulz-Spiess	GrantWorks, Inc.
Wesley	McPhail	GrantWorks, Inc.



Texas Community Development Block Grant

Phase Two Solicitation for Administrative Services – 2021-22

Response from Service Provider

Applicant Community:	City of Uhalnd	Name of Firm Providing Proposal:	Langford Community Management Services
Fund Category:	2021-22 CD	Firm Point of Contact:	Cindy Metro
Date Proposal Submitted:	1/27/2021	Total Proposed Cost:	\$35,000
Conflict of Interest: <small>(identify any actual or potential conflict of interest that must be addressed)</small>	<input checked="" type="checkbox"/> No employee, officer or agent of the Grant Recipient or Applicant/Service Provider shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. <input type="checkbox"/> The following potential or actual conflict of interest must be addressed: <ul style="list-style-type: none"> - Owner or employee of the firm has a familial relationship with a local official, including the utility provider. - Owner or employee of the firm has financial interest in the utility provider intended to benefit from the project. - Other _____ 		

Cost Category	Proposed Fee	Self-Performed or Subcontracted
Pre-application Costs (not payable or reimbursable with TxCDBG funds)		
Preparation and submittal of grant application	<u>\$0.00</u>	Self-Performed
Basic Services (all grant administration contracts)		
Environmental review & Clearance of Special Conditions	\$7,000.00	Self-Performed
Assistance in procurement process (Construction/FIR's submitted)	\$2,500.00	Self-Performed
Preparation and submittal of drawdown requests	\$3,500.00	Self-Performed
Record keeping – Establishment of Recordkeeping system	\$2,500.00	Self-Performed
Preparation and submittal of reports as required including Section 3, EEO and Fair Housing Reports and activities	\$2,000.00	Self-Performed
Contract management	\$5,500.00	Self-Performed
Preparation and submittal of close-out documents	\$3,500.00	Self-Performed
Other Services (include only applicable services)		
Housing activities	N/A	
OSSF activities	N/A	
Acquisition of real property services (completion of acquisition activities)	\$500.00	Self-Performed
Labor standards compliance	\$7,000.00	Self-Performed

LCMS appreciates the opportunity to submit this proposal. With notification from your community as part of the procurement process, we are open to negotiation of cost and scope of services prior to final selection. LCMS does not charge a fee for application preparation and submission whether the application is funded or not.

Other Fees

List any other fees necessary to successfully complete a project (add rows as necessary).

Special Conditions Administration	\$1,000.00	Self-Performed
-----------------------------------	------------	----------------

Proposed Scope of Services**Application Preparation Services**

- Provide general advice and technical assistance in preparing the application in conformance with TxCDBG program requirements;
- Prepare beneficiary documentation in conformance with TxCDBG program requirements; and
- Ensure the completed application is submitted to TDA on or before the application deadline.
- Other:

LCMS charges \$0.00 for application preparation and submission. This service includes assisting the entity with preparation of the public hearing notice, holding the public hearing, providing sample engineering pre-procurement documents for use, working with the community's selected engineer to develop the project application, providing a sample resolution for council approval, preparation of posted notice with posting affidavit and completing/submitting the application in TDA's new TDA GO! online application portal.

Basic Contract Implementation Services

- Provide general advice and technical assistance on regulatory matters and implementing project activities included in the approved grant application in conformance with TxCDBG program requirements;
- Assist in the procurement process such as preparing notices and solicitation of bids for engineering, construction activities, or other grant-related services;
- Assist in meeting financial, administrative, and bookkeeping requirements of the TxCDBG program, including review of invoices received for payment, preparation of grant fund drawdown requests and retention of all pertinent records and documents sufficient to reflect all charges submitted;
- Assist in meeting record keeping requirements of the TxCDBG program, including the establishment and maintenance of an acceptable filing system;
- Assist in contract administration and monitoring requirements of the TxCDBG program, including enforcement of compliance requirements;
- Assist in the environmental review process for the proposed project, including preparing and submitting necessary documentation to the appropriate agency for clearance or approval, and preparing Request for Release of Funds and required certifications and submitting them to TDA;
- Assist in meeting all special condition requirements stipulated in the grant contract;
- Act as a liaison between the local government, construction contractors, and TDA to ensure an efficient, smoothly managed program;
- Monitor the work of authorized contractors and subcontractors.
- Furnish necessary forms and submit all required reports as outlined in the grant contract;
- Prepare and submit any program amendments, including re-assessments of environmental clearances, as necessary during the duration of the project; and
- Prepare and coordinate the submission of appropriate documents for TxCDBG contract close-out and completion.
- Assist in developing, implementing and documenting new activities to affirmatively further fair housing during the grant term;

Other:

LCMS brings full-spectrum grant writing and management services with over 36 years of Texas-based grant administration as a firm, and more than a decade of combined experience from our team of grant specialists. LCMS, being created and continued by service-driven individuals, many of whom worked as public servants for many years prior to coming to this job, take very seriously the fact that we are project managers.

Langford Community Management Services, Inc. (LCMS) works diligently to administer a TxCDBG project completely. LCMS now offers a web-based electronic filing system at no charge to the community. If preferred or additionally desired, we will also set up a paper file system which we will maintain during on-site visits. LCMS keeps the web-based electronic filing system available and maintained for our use and is available to the City for uploading files. This allows seamless administration of the project and program with the entity. Our level of service reduces your staff time with the program.

With funding, LCMS will produce all start-up documentation necessary to move forward quickly with the TDA contract. This documentation will be provided within the first 30 days of the contract so that it may be placed on the first available meeting post contractual obligation.

LCMS ranks our employees as our #1 asset. Our work with more than 90 communities would not be possible without the knowledge, experience and skills of our staff members. LCMS has in place a strong team with vast training and experience in the CDBG-DR and TxCDBG Programs. Our staff members are trained and certified through the Texas Department of Agriculture to be administrators of the TxCDBG Program. Many are CDBG trained for environmental reviews and trained and certified with the Texas Department of Transportation for administration of TxDOT projects.

We are deeply knowledgeable regarding program eligibility and requirements for a wide variety of infrastructure needs including water, sewer, streets, drainage, flood control, coastal protection, public buildings, parks, generators, and other facilities. We understand what is required to meet local needs for infrastructure in low-to-moderate income neighborhoods, on a system-wide basis, and to support local job creators.

With a staff of seventeen service minded individuals, LCMS has the capacity to write and administer additional projects. In Section 5 of our proposal, you will find references from our past and present clients and staff resumes that will provide more information about our staff and the breadth of experience that they bring to the team.

LCMS will work closely with the community to ensure the locality's needs are met and will respond to requirements in a timely manner.

Assistance for Acquisition of Real Property

- Provide guidance regarding real property acquisition activities and assistance in meeting real property acquisition/URA requirements, including preparation of correspondence to property owners, and preparation and submission of required reports to TDA.
- Other: **Acquisition of Real Property is not anticipated, but if necessary, will be completed in compliance with all Federal and State procurement laws and rules.**

Compliance with Federal Labor Standards

- Provide guidance regarding federal labor standards and assistance in meeting Davis-Bacon Act and related federal labor laws; and
- Serve as Labor Standards Officer for the project.
- Other:

Compliance with all Federal Labor Standards will be completed by our office with agency certified project managers. LCMS is the Labor Standards Officer for all CDBG projects we administer. LCMS participates in every Preconstruction Conference held for every construction project with the following discussed at each:

- **The Davis-Bacon Act (DBA), which specifies the minimum wages to be paid the various classes of laborers and mechanics employed on the project,**
- **The Copeland Act, which prohibits kickbacks being paid by the employee to the employer and sets the requirement for submission of payrolls on a weekly basis,**
- **Contract Work Hours Safety Standards Act (CWHSSA), which sets a uniform standard of a 40-hour work week with time and a half the basic rate of pay for all work in excess of 40 hours, and the**
- **Fair Labor Standards Act (FLSA), which sets the requirement for payment of minimum wages, maximum hours, overtime pay, child labor standards, and prohibits wage discrimination based on sex.**

Project construction contracts, which we review, include the above and the requirements to follow the regulations regarding conflict of interest, Executive Order 11246, EEO, Clean Air and Water Acts, Goals for Minority Participation in the Construction Industry and Fair Labor Standards Compliance. Section 3 is called out in all bid notices, bid packages and construction contracts. Section 3 requires the hiring of persons or companies that qualify as low-to-moderate income to the greatest extent feasible.

We have assisted numerous cities and counties in creating and passing Section 3 Policies. Title VI of the Civil Rights Act prohibits discrimination based on race, color and national origin.

LCMS has assisted cities and counties in the development and passage of Fair Housing Ordinances/Orders, policies and advertising the information to the public. The remaining items within the list refer to the Environmental Reviews, allowed activities with CDBG funds, the now FH Single Family Housing Policy Handbook, requirements to serve at least 51% low-to-moderate income (LMI) residents with CDBG funds and the Acquisition/Relocation Acts. LCMS is well trained through attendance of GLO, TDA and HUD workshops regarding these activities.

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 604131664

[REDACTED] Langford Community Management Services, Inc. Status: Active

DUNS: 604131664 +4: CAGE Code: 5U3R0 DoDAAC:

Expiration Date: 07/07/2021 Has Active Exclusion?: No Debt Subject to Offset?: No

Address: 2901 County Road 175

City: Leander

ZIP Code: 78641-1608

State/Province: TEXAS

Country: UNITED STATES

SAM Search Results
List of records matching your search for :

Classification: Individual
Classification: Individual, Firm, Special Entity Designation, Vessel
Entity Name: judy langford,
Entity Name: langford community management services
Functional Area: Performance Information
Record Status: Active
Name1: Judy Langford

No Search Results



**Southwest
Engineers**

www.swengineers.com | TBPE No. F-1909

Civil | Environmental | Land Development

HEADQUARTERS

307 St. Lawrence St.
Gonzales, TX 78629
Phone: 830.672.7546

CENTRAL TEXAS OFFICE

205 Cimarron Park Loop, Ste B
Buda, TX 78610
Phone: 512.312.4336

January 14, 2021

City of Uhland
15 N. Old Spanish Trail
Uhland, Texas 78640
Attention: Ms. Karen Gallaher, City Administrator

RE: Preliminary Plat Review
Rocky Road Ranch Subdivision
Caldwell County, Texas

Ms. Gallaher:

We received a revised preliminary plat for the subject project via email on January 5, 2021 from Chris Elizondo with Cuatro Consultants, LTD. The preliminary plat was signed by Hugo Elizondo Jr. and dated December 23, 2020.

The proposed development consists of twenty-two (22) half acre single family lots on a 40 ft wide cul-de-sac, one (1) detention pond lot, and one (1) 10.251 acre lot. Water will be provided by County Line SUD and each lot will have onsite septic system facilities.

Based upon the above referenced submittal, the Preliminary Plat for the subject development appears to be substantially in compliance with the City's Subdivision Regulations (Ordinance) and/or approved Planned Development District for the property. It is our recommendation that such Preliminary Plat be approved by the City.

This concludes our review. Should you have any questions or require additional information, please contact us.

Respectfully Submitted,

Miguel Gonzales Jr., P.E.
Engineering Manager
Southwest Engineers, Inc.



Southwest Engineers

www.swengineers.com | TBPE No. F-1909

Civil | Environmental | Land Development

HEADQUARTERS

307 St. Lawrence St.
Gonzales, TX 78629
Phone: 830.672.7546

CENTRAL TEXAS OFFICE

205 Cimarron Park Loop, Ste B
Buda, TX 78610
Phone: 512.312.4336

January 14, 2021

City of Uhland
15 N. Old Spanish Trail
Uhland, Texas 78640
Attention: Ms. Karen Gallaher, City Administrator

RE: Subdivision Improvement Plans - Review
Rocky Road Ranch Subdivision
Caldwell County, Texas

Ms. Gallaher:

We received a revised plan set for the subject project via email on January 5, 2021 from Chris Elizondo with Cuatro Consultants, LTD. The preliminary plat was signed by Hugo Elizondo Jr. and dated January 4, 2021.

The proposed development consists of twenty-two (22) half acre single family lots on a 40 ft wide cul-de-sac, one (1) detention pond lot, and one (1) 10.251 acre lot. Water will be provided by County Line SUD and each lot will have onsite septic system facilities.

Based upon the above referenced submittal, the planning material appears to be substantially in compliance with the City's Subdivision Regulations (Ordinance) and/or approved Planned Development District for the property. It is our recommendation that the subdivision improvement plans be approved by the City.

This concludes our review. Should you have any questions or require additional information, please contact us.

Respectfully Submitted,

Miguel Gonzales Jr., P.E.
Engineering Manager
Southwest Engineers, Inc.

EXISTING	PROPOSED	DESCRIPTION
---	---	Proposed 18" PVC Storm Sewer
---	---	Proposed 12" PVC Storm Sewer
---	---	Proposed 8" PVC Storm Sewer
---	---	Proposed 6" PVC Storm Sewer
---	---	Proposed 4" PVC Storm Sewer
---	---	Proposed 3" PVC Storm Sewer
---	---	Proposed 2" PVC Storm Sewer
---	---	Proposed 1.5" PVC Storm Sewer
---	---	Proposed 1" PVC Storm Sewer
---	---	Proposed 0.75" PVC Storm Sewer
---	---	Proposed 0.5" PVC Storm Sewer
---	---	Proposed 0.375" PVC Storm Sewer
---	---	Proposed 0.25" PVC Storm Sewer
---	---	Proposed 0.1875" PVC Storm Sewer
---	---	Proposed 0.125" PVC Storm Sewer
---	---	Proposed 0.09375" PVC Storm Sewer
---	---	Proposed 0.0625" PVC Storm Sewer
---	---	Proposed 0.046875" PVC Storm Sewer
---	---	Proposed 0.035156" PVC Storm Sewer
---	---	Proposed 0.026375" PVC Storm Sewer
---	---	Proposed 0.019781" PVC Storm Sewer
---	---	Proposed 0.014844" PVC Storm Sewer
---	---	Proposed 0.011133" PVC Storm Sewer
---	---	Proposed 0.008350" PVC Storm Sewer
---	---	Proposed 0.006263" PVC Storm Sewer
---	---	Proposed 0.004697" PVC Storm Sewer
---	---	Proposed 0.003523" PVC Storm Sewer
---	---	Proposed 0.002642" PVC Storm Sewer
---	---	Proposed 0.001979" PVC Storm Sewer
---	---	Proposed 0.001484" PVC Storm Sewer
---	---	Proposed 0.001113" PVC Storm Sewer
---	---	Proposed 0.000835" PVC Storm Sewer
---	---	Proposed 0.000626" PVC Storm Sewer
---	---	Proposed 0.000469" PVC Storm Sewer
---	---	Proposed 0.000352" PVC Storm Sewer
---	---	Proposed 0.000264" PVC Storm Sewer
---	---	Proposed 0.000198" PVC Storm Sewer
---	---	Proposed 0.000148" PVC Storm Sewer
---	---	Proposed 0.000111" PVC Storm Sewer
---	---	Proposed 0.000083" PVC Storm Sewer
---	---	Proposed 0.000062" PVC Storm Sewer
---	---	Proposed 0.000046" PVC Storm Sewer
---	---	Proposed 0.000035" PVC Storm Sewer
---	---	Proposed 0.000026" PVC Storm Sewer
---	---	Proposed 0.000019" PVC Storm Sewer
---	---	Proposed 0.000014" PVC Storm Sewer
---	---	Proposed 0.000011" PVC Storm Sewer
---	---	Proposed 0.000008" PVC Storm Sewer
---	---	Proposed 0.000006" PVC Storm Sewer
---	---	Proposed 0.000004" PVC Storm Sewer
---	---	Proposed 0.000003" PVC Storm Sewer
---	---	Proposed 0.000002" PVC Storm Sewer
---	---	Proposed 0.000001" PVC Storm Sewer

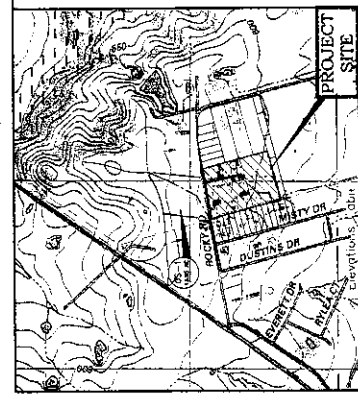
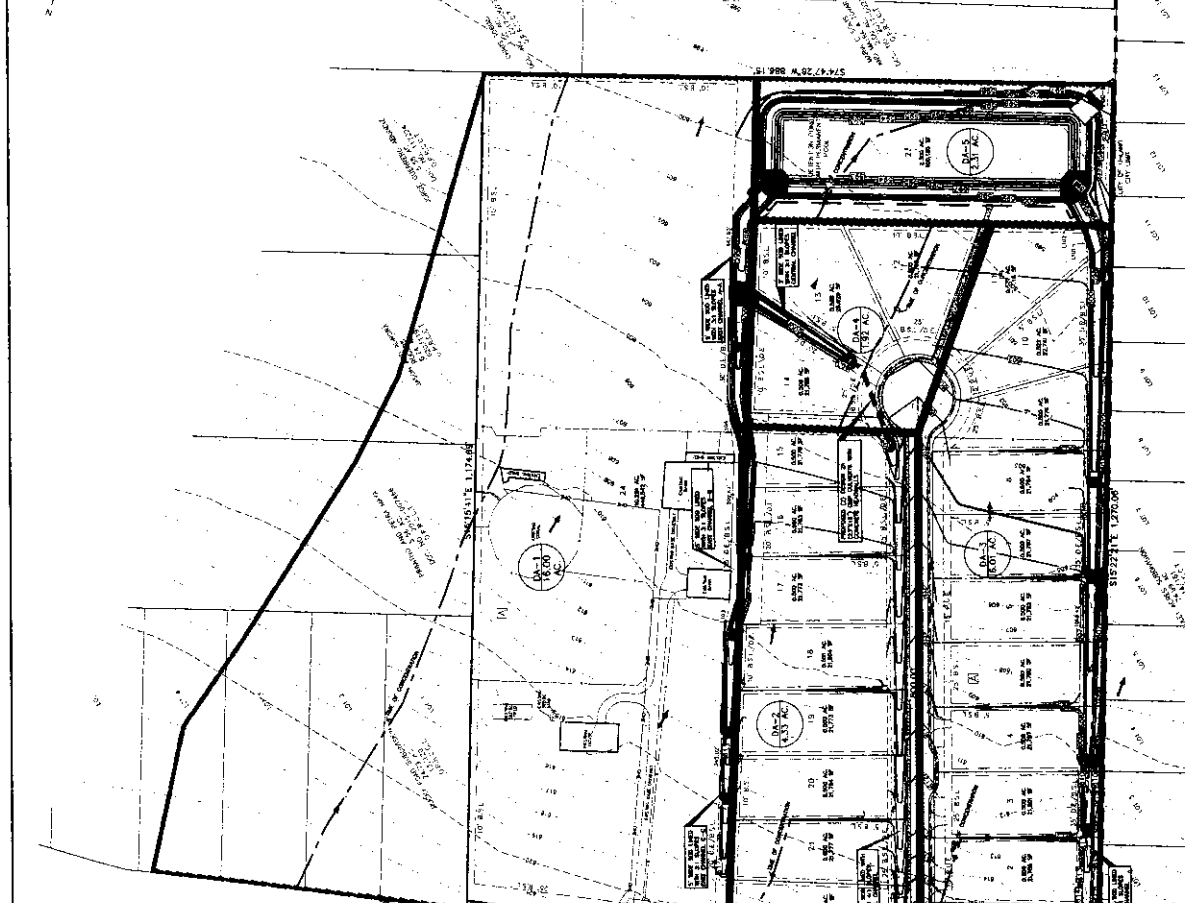
LEGEND

PRELIMINARY NOTES:

1. THIS PLAN IS TO BE USED IN CONJUNCTION WITH THE PRELIMINARY ENGINEERING REPORT AND THE PRELIMINARY DRAINAGE PLAN.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PRELIMINARY DRAINAGE CALCULATIONS:

NO.	AREA (SQ. FT.)	PERCENT IMPERVIOUS	PERCENT PERMEABLE	PERCENT PAVED	PERCENT GRAVEL	PERCENT ASPHALT	PERCENT CONCRETE	PERCENT OTHER	PERCENT TOTAL	PERCENT RUNOFF	PERCENT INFILTRATION	PERCENT STORAGE	PERCENT DETENTION	PERCENT TREATMENT	PERCENT REUSE	PERCENT RECYCLE	PERCENT OTHER
1	1000	10	90	0	0	0	0	0	10	10	90	0	0	0	0	0	0
2	2000	20	80	0	0	0	0	0	20	20	80	0	0	0	0	0	0
3	3000	30	70	0	0	0	0	0	30	30	70	0	0	0	0	0	0
4	4000	40	60	0	0	0	0	0	40	40	60	0	0	0	0	0	0
5	5000	50	50	0	0	0	0	0	50	50	50	0	0	0	0	0	0
6	6000	60	40	0	0	0	0	0	60	60	40	0	0	0	0	0	0
7	7000	70	30	0	0	0	0	0	70	70	30	0	0	0	0	0	0
8	8000	80	20	0	0	0	0	0	80	80	20	0	0	0	0	0	0
9	9000	90	10	0	0	0	0	0	90	90	10	0	0	0	0	0	0
10	10000	100	0	0	0	0	0	0	100	100	0	0	0	0	0	0	0



PROJECT SITE

RESURVEYED AREA MAP
 SCALE: 1" = 100'

LEGEND

EXISTING

- 18" PVC Storm Sewer
- 12" PVC Storm Sewer
- 8" PVC Storm Sewer
- 6" PVC Storm Sewer
- 4" PVC Storm Sewer
- 3" PVC Storm Sewer
- 2" PVC Storm Sewer
- 1.5" PVC Storm Sewer
- 1" PVC Storm Sewer
- 0.75" PVC Storm Sewer
- 0.5" PVC Storm Sewer
- 0.375" PVC Storm Sewer
- 0.25" PVC Storm Sewer
- 0.1875" PVC Storm Sewer
- 0.125" PVC Storm Sewer
- 0.09375" PVC Storm Sewer
- 0.0625" PVC Storm Sewer
- 0.046875" PVC Storm Sewer
- 0.035156" PVC Storm Sewer
- 0.026375" PVC Storm Sewer
- 0.019781" PVC Storm Sewer
- 0.014844" PVC Storm Sewer
- 0.011133" PVC Storm Sewer
- 0.008350" PVC Storm Sewer
- 0.006263" PVC Storm Sewer
- 0.004697" PVC Storm Sewer
- 0.003523" PVC Storm Sewer
- 0.002642" PVC Storm Sewer
- 0.001979" PVC Storm Sewer
- 0.001484" PVC Storm Sewer
- 0.001113" PVC Storm Sewer
- 0.000835" PVC Storm Sewer
- 0.000626" PVC Storm Sewer
- 0.000469" PVC Storm Sewer
- 0.000352" PVC Storm Sewer
- 0.000264" PVC Storm Sewer
- 0.000198" PVC Storm Sewer
- 0.000148" PVC Storm Sewer
- 0.000111" PVC Storm Sewer
- 0.000083" PVC Storm Sewer
- 0.000062" PVC Storm Sewer
- 0.000046" PVC Storm Sewer
- 0.000035" PVC Storm Sewer
- 0.000026" PVC Storm Sewer
- 0.000019" PVC Storm Sewer
- 0.000014" PVC Storm Sewer
- 0.000011" PVC Storm Sewer
- 0.000008" PVC Storm Sewer
- 0.000006" PVC Storm Sewer
- 0.000004" PVC Storm Sewer
- 0.000003" PVC Storm Sewer
- 0.000002" PVC Storm Sewer
- 0.000001" PVC Storm Sewer

PROPOSED

- 18" PVC Storm Sewer
- 12" PVC Storm Sewer
- 8" PVC Storm Sewer
- 6" PVC Storm Sewer
- 4" PVC Storm Sewer
- 3" PVC Storm Sewer
- 2" PVC Storm Sewer
- 1.5" PVC Storm Sewer
- 1" PVC Storm Sewer
- 0.75" PVC Storm Sewer
- 0.5" PVC Storm Sewer
- 0.375" PVC Storm Sewer
- 0.25" PVC Storm Sewer
- 0.1875" PVC Storm Sewer
- 0.125" PVC Storm Sewer
- 0.09375" PVC Storm Sewer
- 0.0625" PVC Storm Sewer
- 0.046875" PVC Storm Sewer
- 0.035156" PVC Storm Sewer
- 0.026375" PVC Storm Sewer
- 0.019781" PVC Storm Sewer
- 0.014844" PVC Storm Sewer
- 0.011133" PVC Storm Sewer
- 0.008350" PVC Storm Sewer
- 0.006263" PVC Storm Sewer
- 0.004697" PVC Storm Sewer
- 0.003523" PVC Storm Sewer
- 0.002642" PVC Storm Sewer
- 0.001979" PVC Storm Sewer
- 0.001484" PVC Storm Sewer
- 0.001113" PVC Storm Sewer
- 0.000835" PVC Storm Sewer
- 0.000626" PVC Storm Sewer
- 0.000469" PVC Storm Sewer
- 0.000352" PVC Storm Sewer
- 0.000264" PVC Storm Sewer
- 0.000198" PVC Storm Sewer
- 0.000148" PVC Storm Sewer
- 0.000111" PVC Storm Sewer
- 0.000083" PVC Storm Sewer
- 0.000062" PVC Storm Sewer
- 0.000046" PVC Storm Sewer
- 0.000035" PVC Storm Sewer
- 0.000026" PVC Storm Sewer
- 0.000019" PVC Storm Sewer
- 0.000014" PVC Storm Sewer
- 0.000011" PVC Storm Sewer
- 0.000008" PVC Storm Sewer
- 0.000006" PVC Storm Sewer
- 0.000004" PVC Storm Sewer
- 0.000003" PVC Storm Sewer
- 0.000002" PVC Storm Sewer
- 0.000001" PVC Storm Sewer

DATE	APRIL 2020
PROJECT NO.	2000
OWNER	PATRICK TIGHE ROCKY ROAD RANCH, LLC 1924 S. H. 35, SUITE 201 AUSTIN, TEXAS 78704
PROJECT	UTILITY LAYOUT
LOCATION	2533 ROCKY ROAD UHLAND, TEXAS 78460 CALDWELL COUNTY

OWNER:
PATRICK TIGHE
ROCKY ROAD RANCH, LLC
1924 S. H. 35, SUITE 201
AUSTIN, TEXAS 78704

UTILITY LAYOUT
2533 ROCKY ROAD
UHLAND, TEXAS 78460
CALDWELL COUNTY

CONSULTANTS:
L. GUATRO
CONSULTANTS
1100 ELECTRA DRIVE, SUITE 100
AUSTIN, TEXAS 78741
PH: 512.452.1234
WWW.LGUATRO.COM

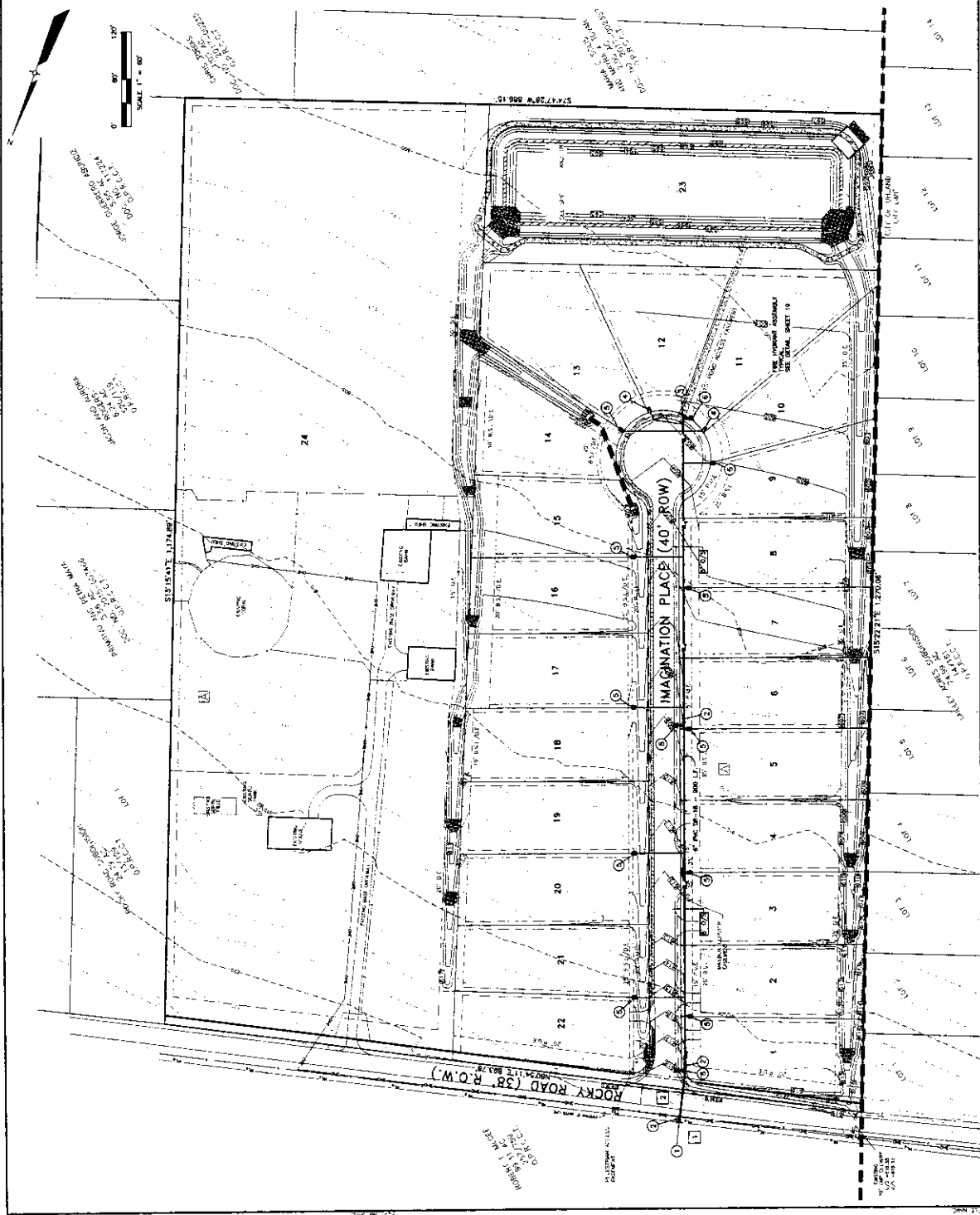


NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITS	04/15/20
2	ISSUED FOR CONSTRUCTION	04/15/20
3	ISSUED FOR RECORD	04/15/20
4	ISSUED FOR RECORD	04/15/20
5	ISSUED FOR RECORD	04/15/20
6	ISSUED FOR RECORD	04/15/20
7	ISSUED FOR RECORD	04/15/20
8	ISSUED FOR RECORD	04/15/20
9	ISSUED FOR RECORD	04/15/20
10	ISSUED FOR RECORD	04/15/20
11	ISSUED FOR RECORD	04/15/20
12	ISSUED FOR RECORD	04/15/20
13	ISSUED FOR RECORD	04/15/20
14	ISSUED FOR RECORD	04/15/20
15	ISSUED FOR RECORD	04/15/20
16	ISSUED FOR RECORD	04/15/20
17	ISSUED FOR RECORD	04/15/20
18	ISSUED FOR RECORD	04/15/20
19	ISSUED FOR RECORD	04/15/20
20	ISSUED FOR RECORD	04/15/20
21	ISSUED FOR RECORD	04/15/20
22	ISSUED FOR RECORD	04/15/20
23	ISSUED FOR RECORD	04/15/20
24	ISSUED FOR RECORD	04/15/20

EXISTING	PROPOSED	DESCRIPTION
1	1	8" x 8" SANDWICH TILE, N.J.
2	2	6" GATE VALVE AND BOX, N.J.
3	3	8" CAP, N.J.
4	4	SINGLE WATER SERVICE
5	5	DOUBLE WATER SERVICE
6	6	FIRE HYDRANT ASSEMBLY
7	7	12" x 12" TILE ON EXISTING 8" WATER MAIN
8	8	CONCRETE AND REBAR EXISTING
9	9	ASPHALT ON ROCKY ROAD

- EXISTING SERVICE**
- 1 8" x 8" SANDWICH TILE, N.J.
 - 2 6" GATE VALVE AND BOX, N.J.
 - 3 8" CAP, N.J.
 - 4 SINGLE WATER SERVICE
 - 5 DOUBLE WATER SERVICE
 - 6 FIRE HYDRANT ASSEMBLY
- CONSTRUCTION NOTES**
- 1 12" x 12" TILE ON EXISTING 8" WATER MAIN
 - 2 CONCRETE AND REBAR EXISTING
 - 3 ASPHALT ON ROCKY ROAD

REFERENCE NOTES:
1. SEE SHEET 504 FOR EXISTING UTILITY LAYOUT.
2. SEE SHEET 506 FOR EXISTING UTILITY LAYOUT.
3. SEE SHEET 507 FOR EXISTING UTILITY LAYOUT.
4. SEE SHEET 508 FOR EXISTING UTILITY LAYOUT.
5. SEE SHEET 509 FOR EXISTING UTILITY LAYOUT.
6. SEE SHEET 510 FOR EXISTING UTILITY LAYOUT.
7. SEE SHEET 511 FOR EXISTING UTILITY LAYOUT.
8. SEE SHEET 512 FOR EXISTING UTILITY LAYOUT.
9. SEE SHEET 513 FOR EXISTING UTILITY LAYOUT.
10. SEE SHEET 514 FOR EXISTING UTILITY LAYOUT.
11. SEE SHEET 515 FOR EXISTING UTILITY LAYOUT.
12. SEE SHEET 516 FOR EXISTING UTILITY LAYOUT.
13. SEE SHEET 517 FOR EXISTING UTILITY LAYOUT.
14. SEE SHEET 518 FOR EXISTING UTILITY LAYOUT.
15. SEE SHEET 519 FOR EXISTING UTILITY LAYOUT.
16. SEE SHEET 520 FOR EXISTING UTILITY LAYOUT.
17. SEE SHEET 521 FOR EXISTING UTILITY LAYOUT.
18. SEE SHEET 522 FOR EXISTING UTILITY LAYOUT.
19. SEE SHEET 523 FOR EXISTING UTILITY LAYOUT.
20. SEE SHEET 524 FOR EXISTING UTILITY LAYOUT.
21. SEE SHEET 525 FOR EXISTING UTILITY LAYOUT.
22. SEE SHEET 526 FOR EXISTING UTILITY LAYOUT.
23. SEE SHEET 527 FOR EXISTING UTILITY LAYOUT.
24. SEE SHEET 528 FOR EXISTING UTILITY LAYOUT.



FOR REVIEW ONLY
DATE: 11/21

SHEET 2 OF 2

ROCKY ROAD RANCH SUBDIVISION
24.90 ACRES IN THE LEWIS L. JOSEPH SURVEY,
ABSTRACT NO. 164
CALDWELL COUNTY, TEXAS

PLAT NOTES:

1. THIS PLAT HAS BEEN PREPARED BY THE SURVEYOR AND IS SUBJECT TO THE RECORDS OF THE PUBLIC RECORDS OF CALDWELL COUNTY, TEXAS.
2. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
3. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
4. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
5. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
6. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
7. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
8. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
9. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
10. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
11. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
12. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
13. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
14. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.
15. THE SURVEYOR HAS BEEN ADVISED THAT THE PROPERTY IS NOT SUBJECT TO ANY OTHER PLAT OR SURVEY.

OWNER: _____

STATE OF TEXAS: _____

COUNTY OF CALDWELL: _____

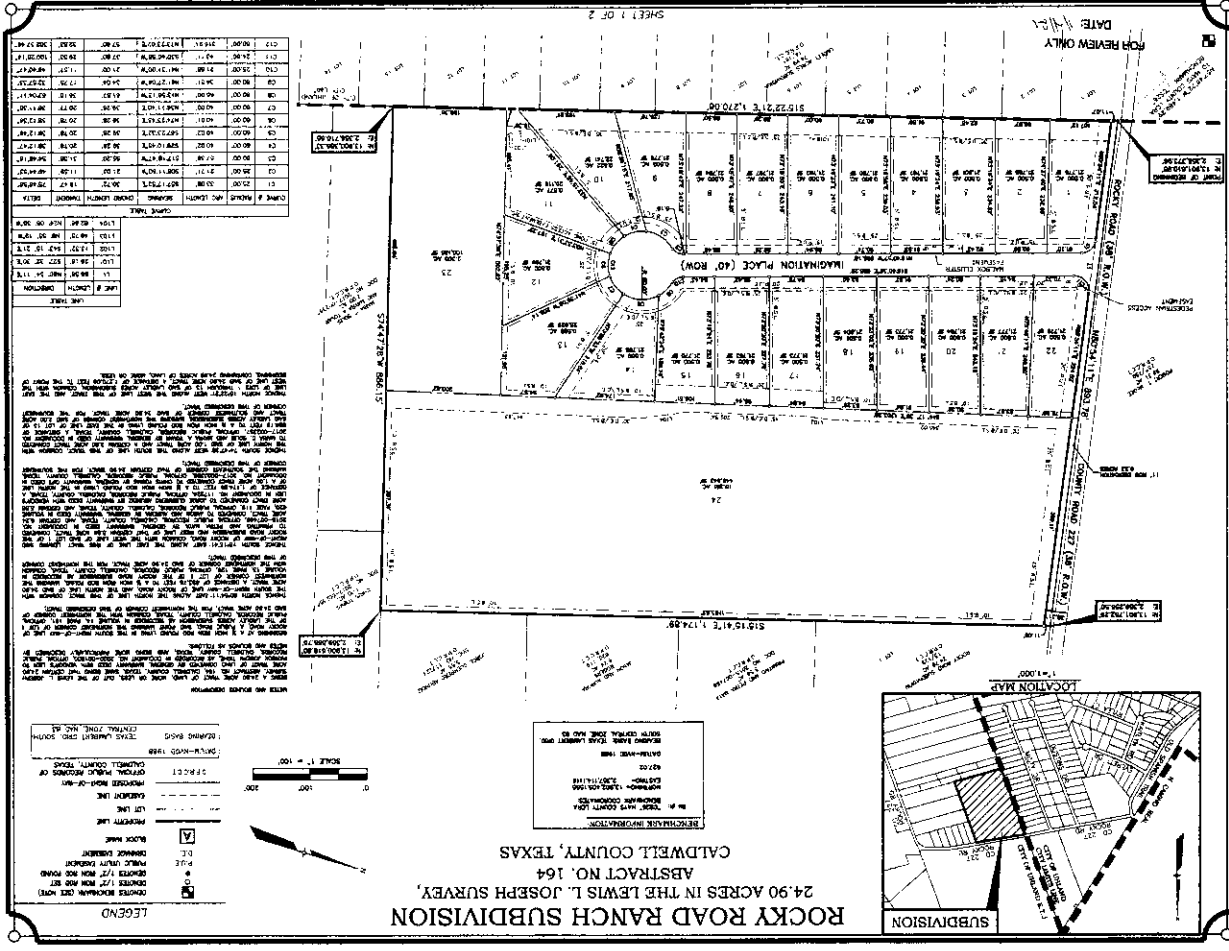
CITY OF CALDWELL: _____

PLAT: _____

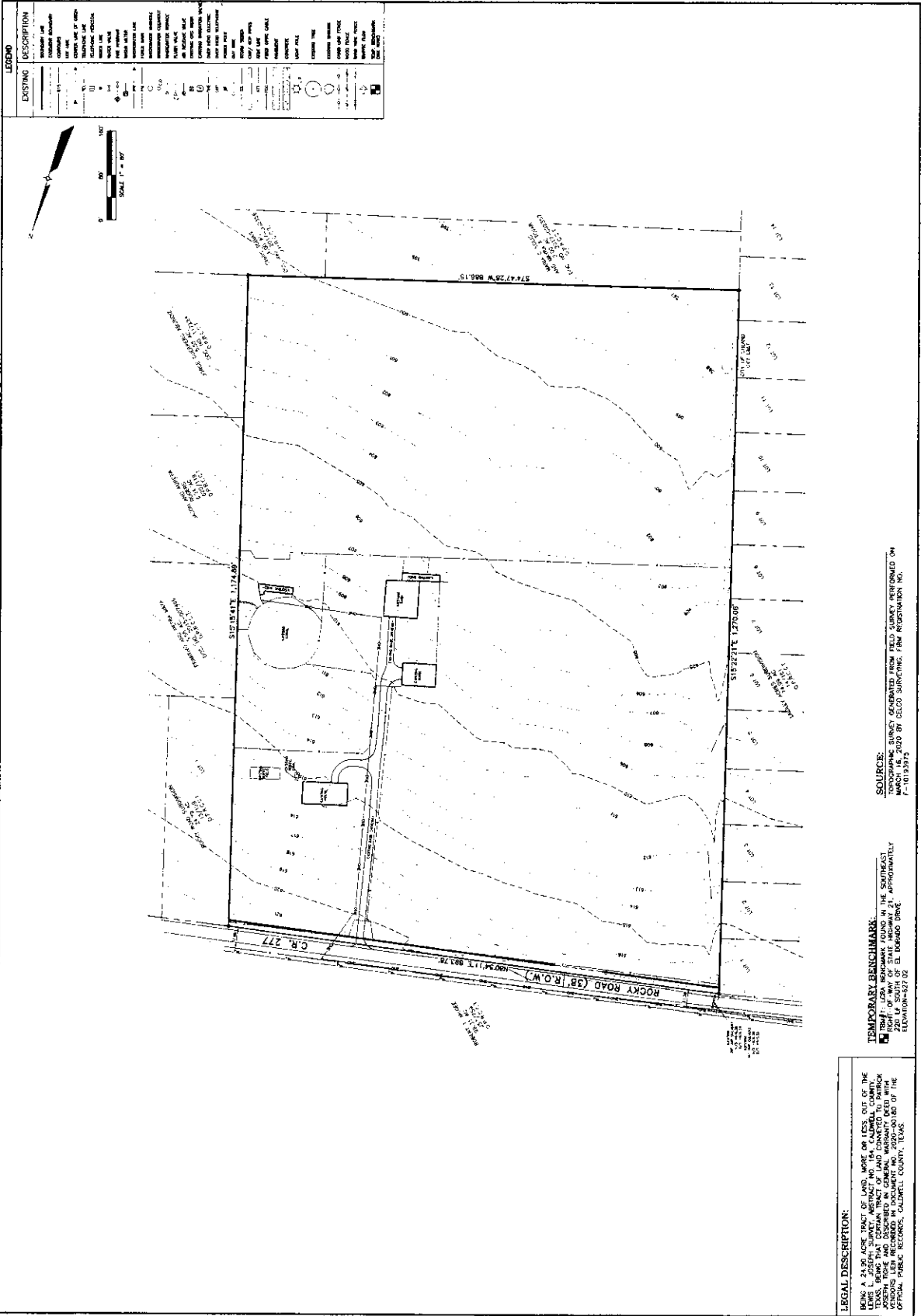
DATE: _____

BY: _____

FOR REVIEW ONLY



		EXISTING CONDITIONS 2833 ROCKY ROAD UHLAND, TEXAS 76440 HAYS COUNTY	OWNERS: PATRICK TIGHE ROCKY ROAD RANCH, LLC 1524 S. IH 35, SUITE 201 AUSTIN, TEXAS 78704
DATE:	PROJECT:	DATE:	SHEET:
2020	2833 ROCKY ROAD	2020	4 OF 20
DESCRIPTION:	SECTION:	DATE:	



LEGAL DESCRIPTION:
 BEING A 24.90 ACRE TRACT OF LAND, MORE OR LESS, OUT OF THE
 LUIS J. JOSEPH SURVEY, ABSTRACT NO. 158, CALDWELL COUNTY,
 JOSEPH TRACT AND DESCRIBED IN GENERAL WARRANTY DEED WITH
 OFFICIAL PUBLIC RECORDS, CALDWELL COUNTY, TEXAS.

TEMPORARY BENCHMARK:
 BM 1: LUNA BENCHMARK FOUND IN THE SOUTHEAST
 QUARTER OF SECTION 16, T12N, R10E, APPROXIMATELY
 220 FT. SOUTH OF E. DORADO DRIVE.
 ELEVATION=827.02

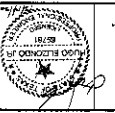
SOURCE:
 THIS SURVEY WAS CONDUCTED BY LUIS ENCINOSA, SURVEYOR, REGISTERED ON
 MARCH 16, 2020 BY TEXAS SURVEYING FIRM REGISTRATION NO.
 F-10193975

DATE: 05/11/2010
 PROJECT: 2010-0001
 DRAWING NO: 2010-0001-01
 REVISION: 01
 DATE: 05/11/2010
 DRAWING NO: 2010-0001-01
 REVISION: 01

OWNER:
 PATRICK TIGHE
 ROCKY ROAD RANCH, LLC
 1524 S. IH 35, SUITE 201
 AUSTIN, TEXAS 78704

EXISTING DRAINAGE
 CONDITIONS
 2583 ROCKY ROAD
 UPLAND, TEXAS 78640
 HAYS COUNTY

4 CUATRO
 CONSULTANTS, L.P.
 1500 BLOOMINGDALE
 AUSTIN, TEXAS 78704
 TEL: 787.450.4500
 FAX: 787.450.4501
 WWW: 4CUATRO.COM



REVISION	DESCRIPTION	BY	DATE

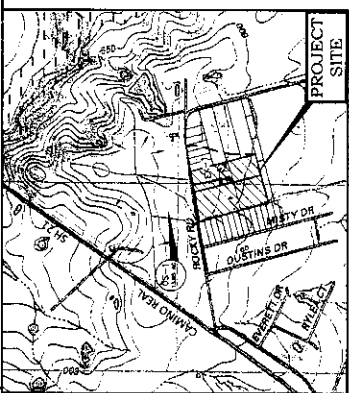
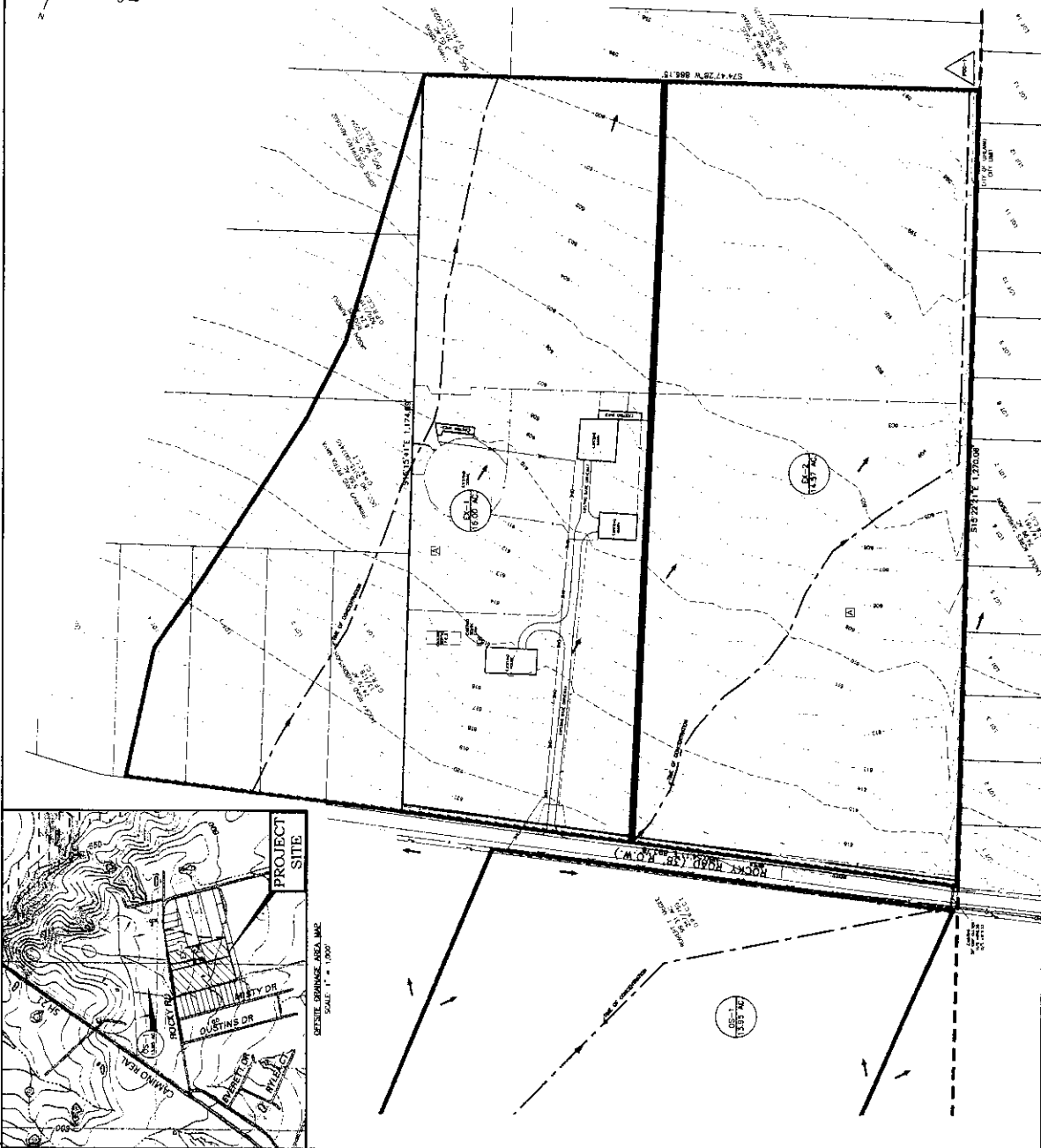
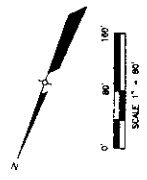
EXISTING DRAINAGE CALCULATIONS

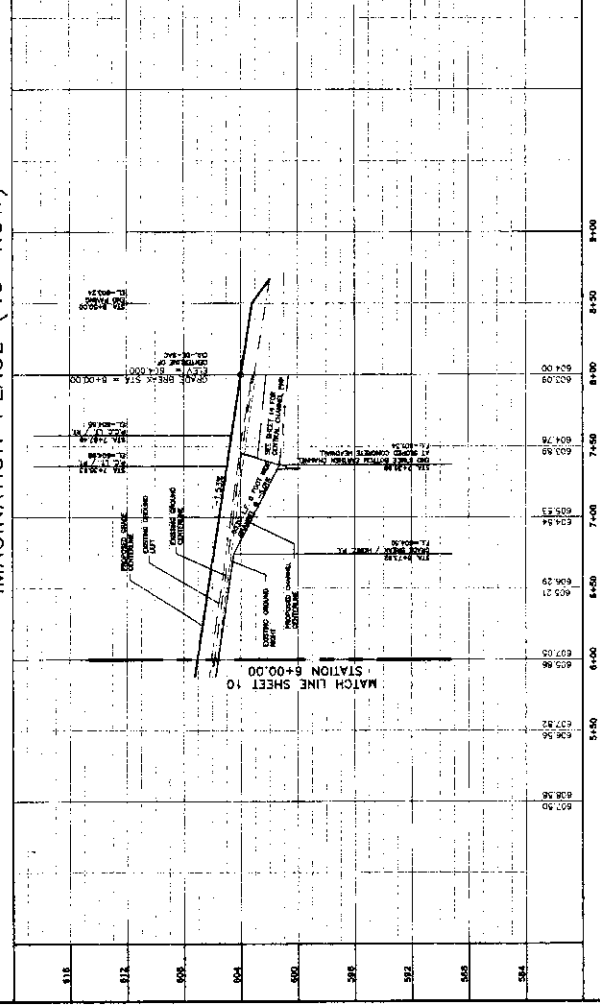
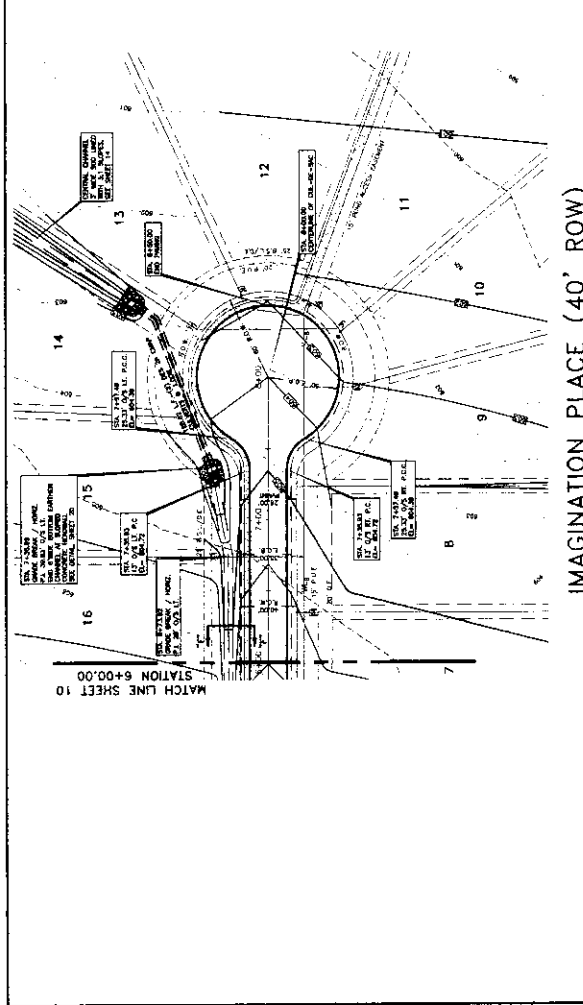
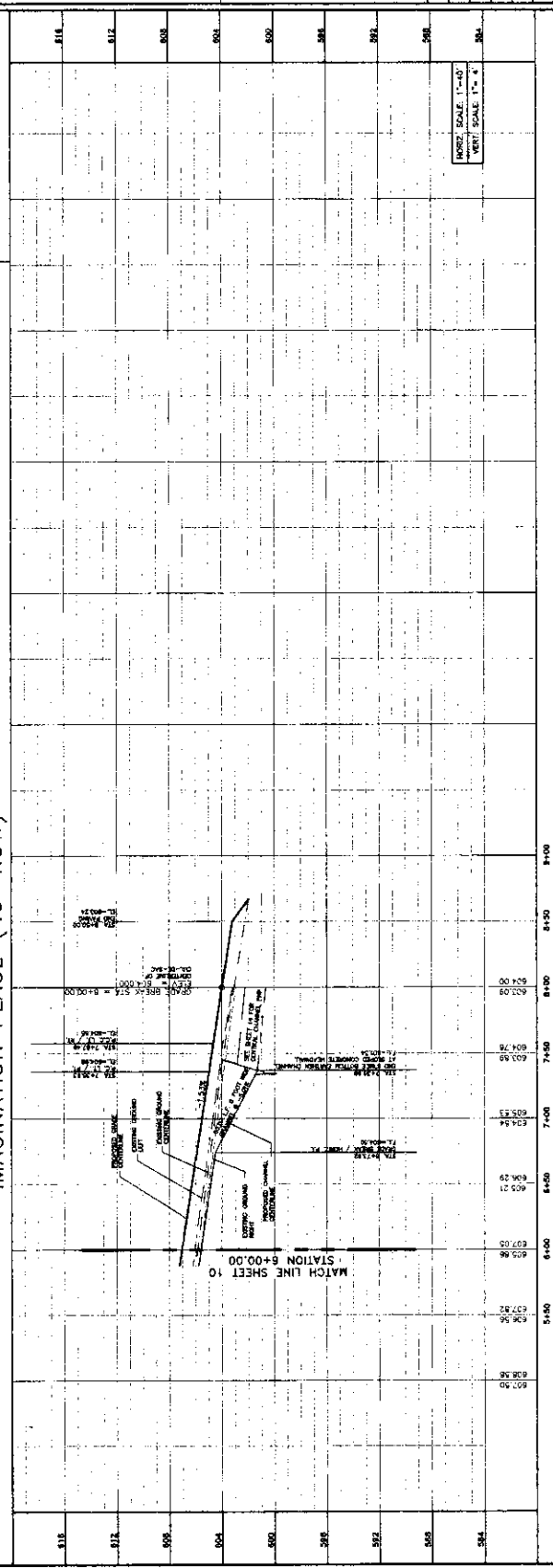
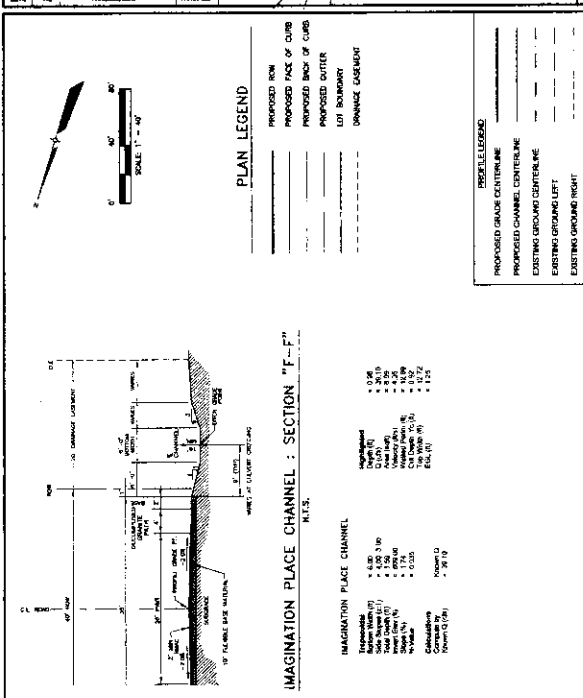
NO.	AREA (AC)	PERCENT IMPERVIOUS (%)	COEFFICIENT OF RUNOFF (C)	DRAINAGE AREA (AC)	TIME OF CONCENTRATION (MIN)	PEAK FLOW (CFS)	PEAK FLOW (MGD)
1	1.00	100	0.70	1.00	10	1.00	0.01
2	1.00	100	0.70	1.00	10	1.00	0.01
3	1.00	100	0.70	1.00	10	1.00	0.01
4	1.00	100	0.70	1.00	10	1.00	0.01
5	1.00	100	0.70	1.00	10	1.00	0.01
6	1.00	100	0.70	1.00	10	1.00	0.01
7	1.00	100	0.70	1.00	10	1.00	0.01
8	1.00	100	0.70	1.00	10	1.00	0.01
9	1.00	100	0.70	1.00	10	1.00	0.01
10	1.00	100	0.70	1.00	10	1.00	0.01
11	1.00	100	0.70	1.00	10	1.00	0.01
12	1.00	100	0.70	1.00	10	1.00	0.01
13	1.00	100	0.70	1.00	10	1.00	0.01
14	1.00	100	0.70	1.00	10	1.00	0.01
15	1.00	100	0.70	1.00	10	1.00	0.01
16	1.00	100	0.70	1.00	10	1.00	0.01
17	1.00	100	0.70	1.00	10	1.00	0.01
18	1.00	100	0.70	1.00	10	1.00	0.01
19	1.00	100	0.70	1.00	10	1.00	0.01
20	1.00	100	0.70	1.00	10	1.00	0.01
21	1.00	100	0.70	1.00	10	1.00	0.01
22	1.00	100	0.70	1.00	10	1.00	0.01
23	1.00	100	0.70	1.00	10	1.00	0.01
24	1.00	100	0.70	1.00	10	1.00	0.01
25	1.00	100	0.70	1.00	10	1.00	0.01
26	1.00	100	0.70	1.00	10	1.00	0.01
27	1.00	100	0.70	1.00	10	1.00	0.01
28	1.00	100	0.70	1.00	10	1.00	0.01
29	1.00	100	0.70	1.00	10	1.00	0.01
30	1.00	100	0.70	1.00	10	1.00	0.01
31	1.00	100	0.70	1.00	10	1.00	0.01
32	1.00	100	0.70	1.00	10	1.00	0.01
33	1.00	100	0.70	1.00	10	1.00	0.01
34	1.00	100	0.70	1.00	10	1.00	0.01
35	1.00	100	0.70	1.00	10	1.00	0.01
36	1.00	100	0.70	1.00	10	1.00	0.01
37	1.00	100	0.70	1.00	10	1.00	0.01
38	1.00	100	0.70	1.00	10	1.00	0.01
39	1.00	100	0.70	1.00	10	1.00	0.01
40	1.00	100	0.70	1.00	10	1.00	0.01
41	1.00	100	0.70	1.00	10	1.00	0.01
42	1.00	100	0.70	1.00	10	1.00	0.01
43	1.00	100	0.70	1.00	10	1.00	0.01
44	1.00	100	0.70	1.00	10	1.00	0.01
45	1.00	100	0.70	1.00	10	1.00	0.01
46	1.00	100	0.70	1.00	10	1.00	0.01
47	1.00	100	0.70	1.00	10	1.00	0.01
48	1.00	100	0.70	1.00	10	1.00	0.01
49	1.00	100	0.70	1.00	10	1.00	0.01
50	1.00	100	0.70	1.00	10	1.00	0.01
51	1.00	100	0.70	1.00	10	1.00	0.01
52	1.00	100	0.70	1.00	10	1.00	0.01
53	1.00	100	0.70	1.00	10	1.00	0.01
54	1.00	100	0.70	1.00	10	1.00	0.01
55	1.00	100	0.70	1.00	10	1.00	0.01
56	1.00	100	0.70	1.00	10	1.00	0.01
57	1.00	100	0.70	1.00	10	1.00	0.01
58	1.00	100	0.70	1.00	10	1.00	0.01
59	1.00	100	0.70	1.00	10	1.00	0.01
60	1.00	100	0.70	1.00	10	1.00	0.01
61	1.00	100	0.70	1.00	10	1.00	0.01
62	1.00	100	0.70	1.00	10	1.00	0.01
63	1.00	100	0.70	1.00	10	1.00	0.01
64	1.00	100	0.70	1.00	10	1.00	0.01
65	1.00	100	0.70	1.00	10	1.00	0.01
66	1.00	100	0.70	1.00	10	1.00	0.01
67	1.00	100	0.70	1.00	10	1.00	0.01
68	1.00	100	0.70	1.00	10	1.00	0.01
69	1.00	100	0.70	1.00	10	1.00	0.01
70	1.00	100	0.70	1.00	10	1.00	0.01
71	1.00	100	0.70	1.00	10	1.00	0.01
72	1.00	100	0.70	1.00	10	1.00	0.01
73	1.00	100	0.70	1.00	10	1.00	0.01
74	1.00	100	0.70	1.00	10	1.00	0.01
75	1.00	100	0.70	1.00	10	1.00	0.01
76	1.00	100	0.70	1.00	10	1.00	0.01
77	1.00	100	0.70	1.00	10	1.00	0.01
78	1.00	100	0.70	1.00	10	1.00	0.01
79	1.00	100	0.70	1.00	10	1.00	0.01
80	1.00	100	0.70	1.00	10	1.00	0.01
81	1.00	100	0.70	1.00	10	1.00	0.01
82	1.00	100	0.70	1.00	10	1.00	0.01
83	1.00	100	0.70	1.00	10	1.00	0.01
84	1.00	100	0.70	1.00	10	1.00	0.01
85	1.00	100	0.70	1.00	10	1.00	0.01
86	1.00	100	0.70	1.00	10	1.00	0.01
87	1.00	100	0.70	1.00	10	1.00	0.01
88	1.00	100	0.70	1.00	10	1.00	0.01
89	1.00	100	0.70	1.00	10	1.00	0.01
90	1.00	100	0.70	1.00	10	1.00	0.01
91	1.00	100	0.70	1.00	10	1.00	0.01
92	1.00	100	0.70	1.00	10	1.00	0.01
93	1.00	100	0.70	1.00	10	1.00	0.01
94	1.00	100	0.70	1.00	10	1.00	0.01
95	1.00	100	0.70	1.00	10	1.00	0.01
96	1.00	100	0.70	1.00	10	1.00	0.01
97	1.00	100	0.70	1.00	10	1.00	0.01
98	1.00	100	0.70	1.00	10	1.00	0.01
99	1.00	100	0.70	1.00	10	1.00	0.01
100	1.00	100	0.70	1.00	10	1.00	0.01

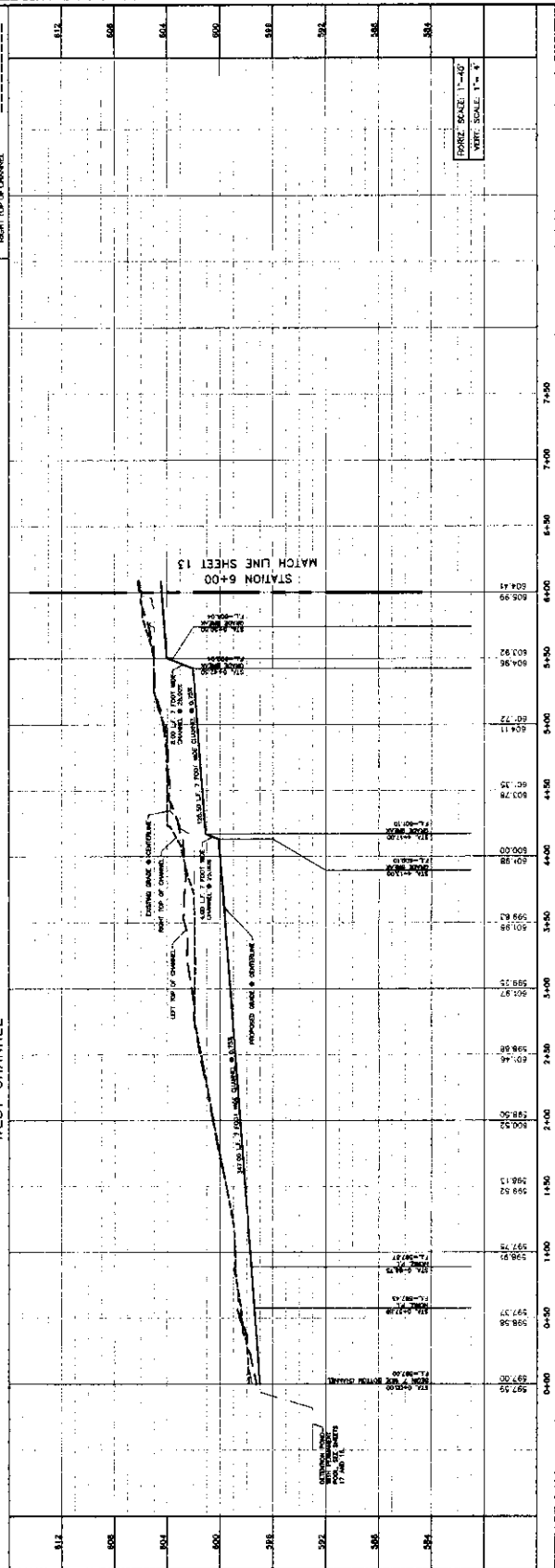
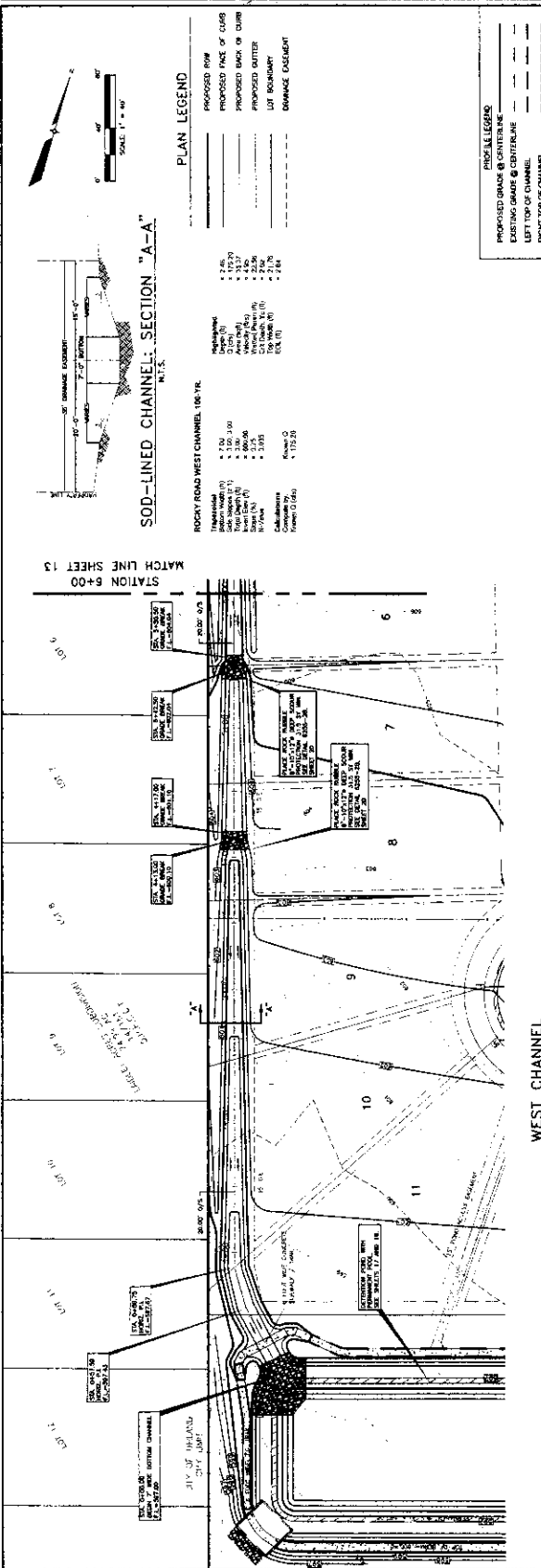
- DRAINAGE NOTES:**
- EXISTING DRAINAGE CONDITIONS ARE SHOWN ON THE PLAN VIEW PANEL. EXISTING DRAINAGE CONDITIONS ARE SHOWN ON THE PLAN VIEW PANEL. EXISTING DRAINAGE CONDITIONS ARE SHOWN ON THE PLAN VIEW PANEL.
 - COVER RAINFALL IS FOR PASTURE/PANORAMA AREA (2" IN SURF LAND).

LEGEND

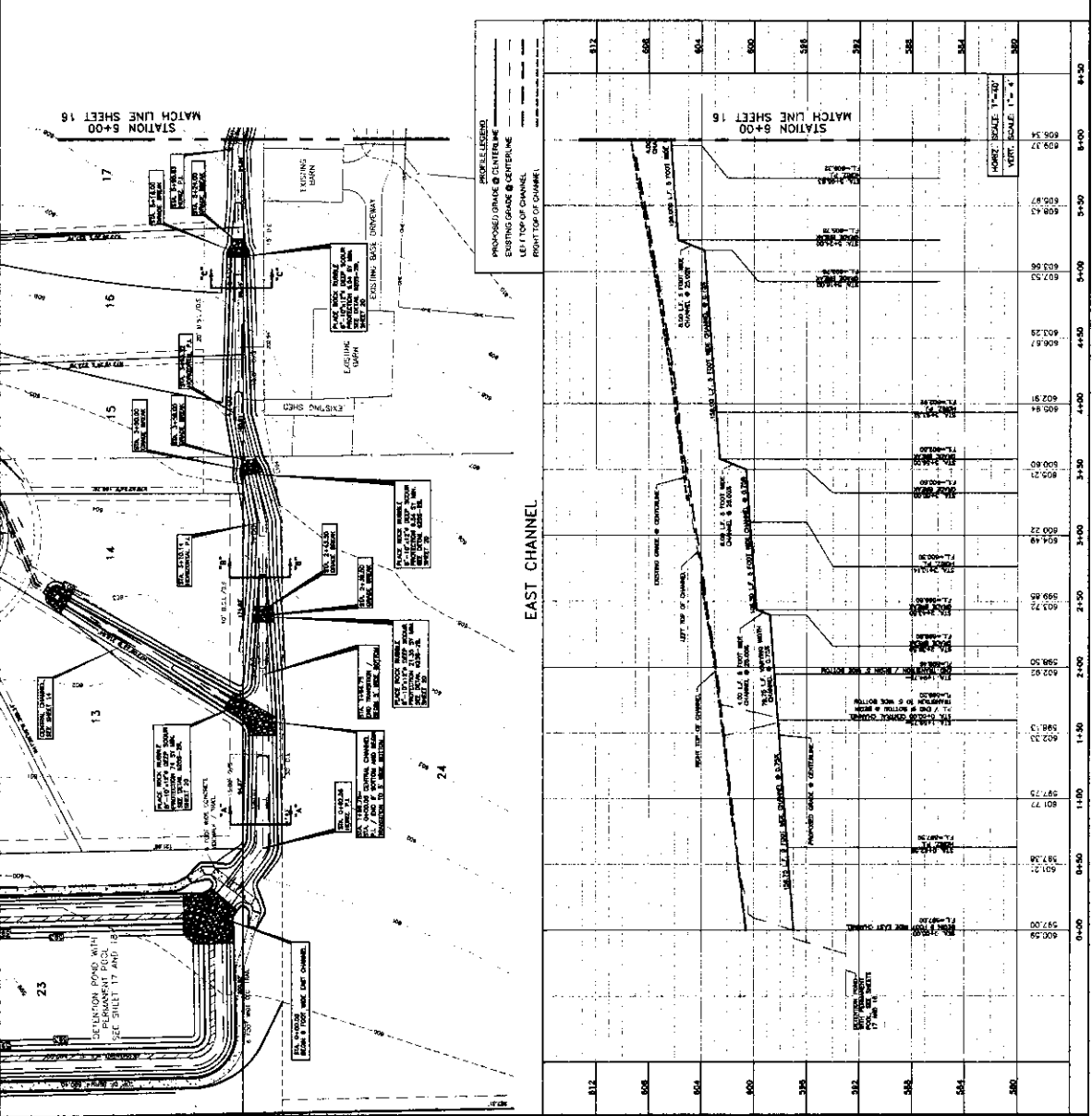
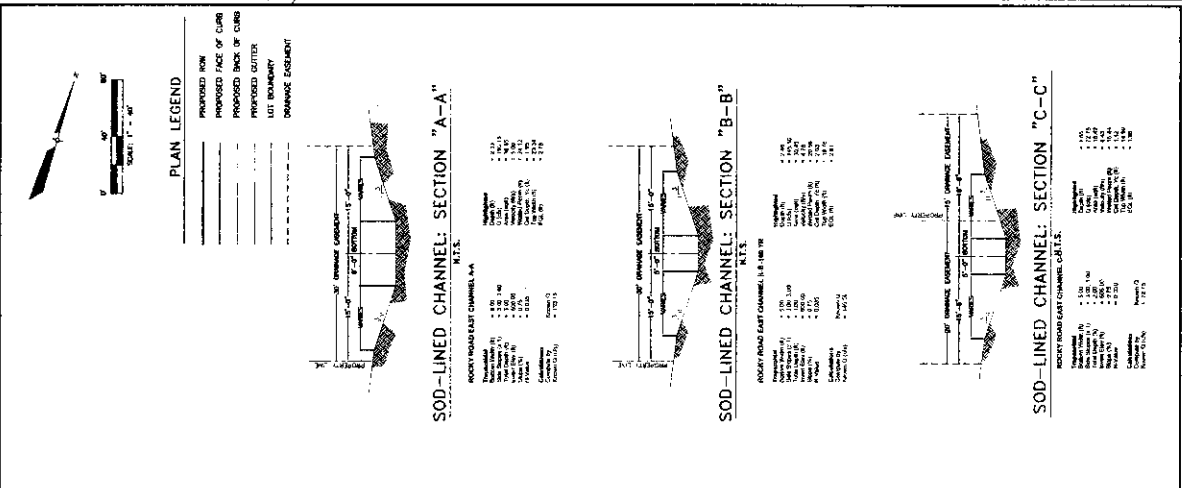
EXISTING	PROPOSED	DESCRIPTION
---	---	PROPERTY LINE
---	---	EXISTING DRAINAGE
---	---	PROPOSED DRAINAGE
---	---	PROPOSED CONDUIT
---	---	PROPOSED STRUCTURE
---	---	PROPOSED ROAD
---	---	PROPOSED UTILITY
---	---	PROPOSED FENCE
---	---	PROPOSED EROSION CONTROL
---	---	PROPOSED VEGETATION
---	---	PROPOSED SURFACE WATER
---	---	PROPOSED UNDERGROUND WATER
---	---	PROPOSED POWER LINE
---	---	PROPOSED TELEPHONE LINE
---	---	PROPOSED GAS LINE
---	---	PROPOSED WATER LINE
---	---	PROPOSED SEWER LINE
---	---	PROPOSED RAILROAD
---	---	PROPOSED AIRCRAFT OBSTRUCTION LIGHT
---	---	PROPOSED SURVEY POINT
---	---	PROPOSED BENCHMARK
---	---	PROPOSED ELEVATION
---	---	PROPOSED DISTANCE
---	---	PROPOSED BEARING
---	---	PROPOSED AREA
---	---	PROPOSED PERIMETER
---	---	PROPOSED VOLUME
---	---	PROPOSED WEIGHT
---	---	PROPOSED MASS
---	---	PROPOSED FORCE
---	---	PROPOSED PRESSURE
---	---	PROPOSED ENERGY
---	---	PROPOSED POWER
---	---	PROPOSED FLUX
---	---	PROPOSED RATE
---	---	PROPOSED SPEED
---	---	PROPOSED VELOCITY
---	---	PROPOSED ACCELERATION
---	---	PROPOSED DECELERATION
---	---	PROPOSED FREQUENCY
---	---	PROPOSED PERIOD
---	---	PROPOSED PHASE
---	---	PROPOSED AMPLITUDE
---	---	PROPOSED WAVELENGTH
---	---	PROPOSED FREQUENCY
---	---	PROPOSED PERIOD
---	---	PROPOSED PHASE
---	---	PROPOSED AMPLITUDE
---	---	PROPOSED WAVELENGTH





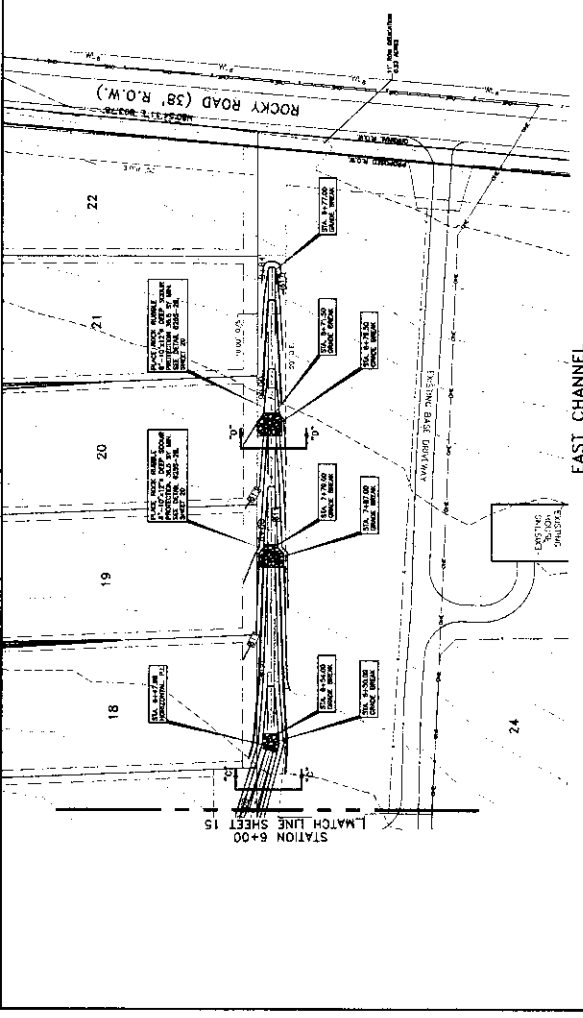
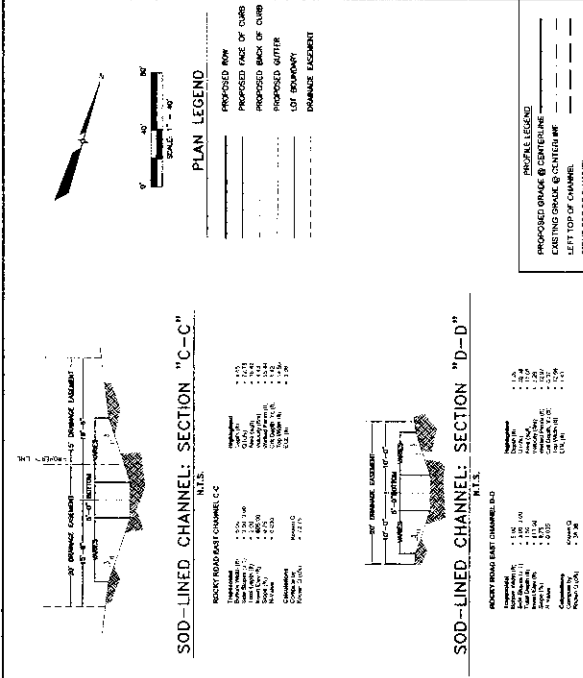


CLIENT: PATRICK TIGHE ROCKY ROAD RANCH, LLC. 1524 S. H. 35, SUITE 201 AUSTIN, TEXAS 78704		PROJECT: JULY 2020 SHEET NO. 15 OF 20	
PROFESSOR OF ENGINEERING: [Signature]		DATE: 07/20/20	
CONSULTANTS: CUATRO		SCALE: HORIZONTAL: 1" = 40' VERTICAL: 1" = 4'	
STATION AND PROFILE: EAST CHANNEL STATION 0+00 TO 8+00 2863 ROCKY ROAD UHLAND, TEXAS 78640 HAYS COUNTY		PROJECT NO.: 2020-001	

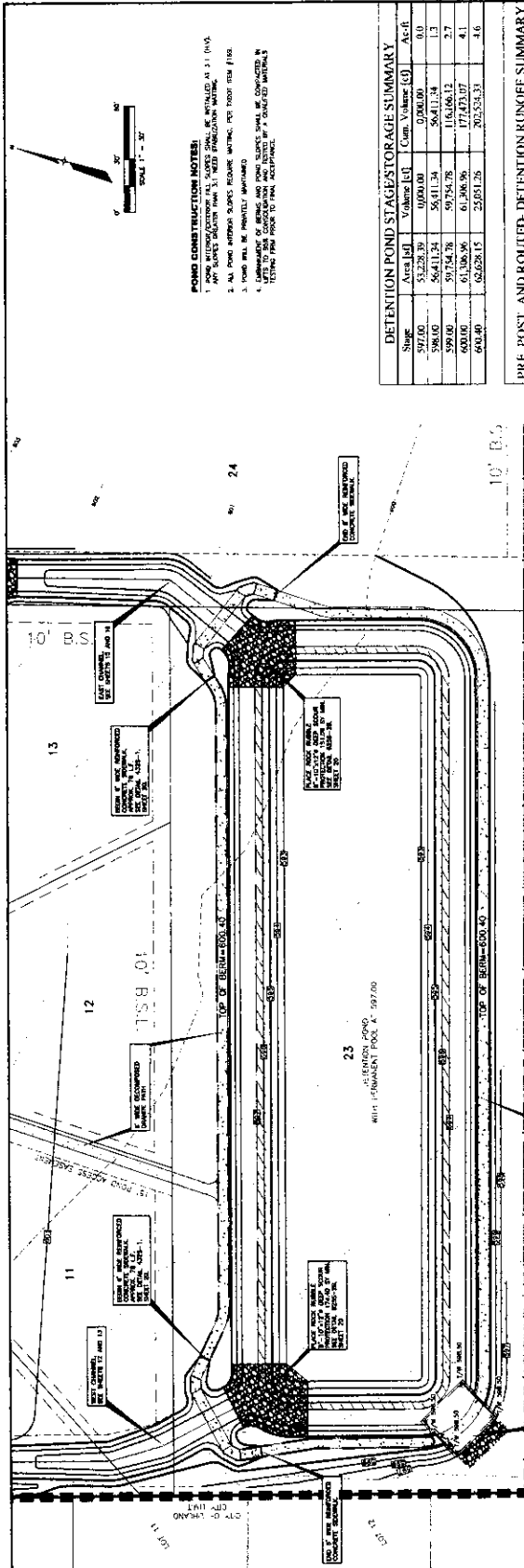


STATION 8+00
 MATCH LINE SHEET 16

STATION 0+00
 MATCH LINE SHEET 16



STATION	PROPOSED GRADE	EXISTING GRADE	LEFT TOP OF CHANNEL	RIGHT TOP OF CHANNEL
6+00	597.00	597.00	597.00	597.00
6+05	597.00	597.00	597.00	597.00
6+10	597.00	597.00	597.00	597.00
6+15	597.00	597.00	597.00	597.00
6+20	597.00	597.00	597.00	597.00
6+25	597.00	597.00	597.00	597.00
6+30	597.00	597.00	597.00	597.00
6+35	597.00	597.00	597.00	597.00
6+40	597.00	597.00	597.00	597.00
6+45	597.00	597.00	597.00	597.00
6+50	597.00	597.00	597.00	597.00
6+55	597.00	597.00	597.00	597.00
6+60	597.00	597.00	597.00	597.00
6+65	597.00	597.00	597.00	597.00
6+70	597.00	597.00	597.00	597.00
6+75	597.00	597.00	597.00	597.00
6+80	597.00	597.00	597.00	597.00
6+85	597.00	597.00	597.00	597.00
6+90	597.00	597.00	597.00	597.00
6+95	597.00	597.00	597.00	597.00
7+00	597.00	597.00	597.00	597.00
7+05	597.00	597.00	597.00	597.00
7+10	597.00	597.00	597.00	597.00
7+15	597.00	597.00	597.00	597.00
7+20	597.00	597.00	597.00	597.00
7+25	597.00	597.00	597.00	597.00
7+30	597.00	597.00	597.00	597.00
7+35	597.00	597.00	597.00	597.00
7+40	597.00	597.00	597.00	597.00
7+45	597.00	597.00	597.00	597.00
7+50	597.00	597.00	597.00	597.00
7+55	597.00	597.00	597.00	597.00
7+60	597.00	597.00	597.00	597.00
7+65	597.00	597.00	597.00	597.00
7+70	597.00	597.00	597.00	597.00
7+75	597.00	597.00	597.00	597.00
7+80	597.00	597.00	597.00	597.00
7+85	597.00	597.00	597.00	597.00
7+90	597.00	597.00	597.00	597.00
7+95	597.00	597.00	597.00	597.00
8+00	597.00	597.00	597.00	597.00
8+05	597.00	597.00	597.00	597.00
8+10	597.00	597.00	597.00	597.00
8+15	597.00	597.00	597.00	597.00
8+20	597.00	597.00	597.00	597.00
8+25	597.00	597.00	597.00	597.00
8+30	597.00	597.00	597.00	597.00
8+35	597.00	597.00	597.00	597.00
8+40	597.00	597.00	597.00	597.00
8+45	597.00	597.00	597.00	597.00
8+50	597.00	597.00	597.00	597.00
8+55	597.00	597.00	597.00	597.00
8+60	597.00	597.00	597.00	597.00
8+65	597.00	597.00	597.00	597.00
8+70	597.00	597.00	597.00	597.00
8+75	597.00	597.00	597.00	597.00
8+80	597.00	597.00	597.00	597.00
8+85	597.00	597.00	597.00	597.00
8+90	597.00	597.00	597.00	597.00
8+95	597.00	597.00	597.00	597.00
9+00	597.00	597.00	597.00	597.00



DETONATION POND STAGE STORAGE SUMMARY

Stage	Area (sq ft)	Volume (cu ft)	Cum. Volume (cu ft)	Asc. ft
1	507.60	51,329.00	51,329.00	0.0
2	598.00	107,040.00	158,369.00	1.3
3	598.00	56,411.34	214,780.34	2.7
4	620.00	59,754.36	274,534.70	4.1
5	690.00	61,308.96	335,843.66	4.6

PRE, POST, AND ROUTED- DETENTION RUNOFF SUMMARY

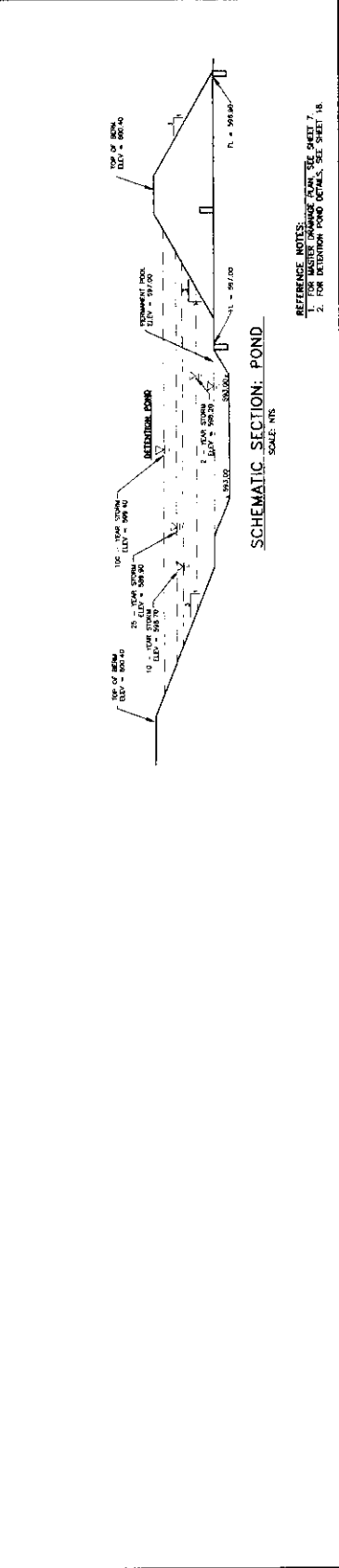
DESIGN STORM	EXIST.	PROP.	PROP.-ROUTED	WS. DELAY
2YR	877 cfs	1019 cfs	827 cfs	598.70
10YR	1799 cfs	1915 cfs	1711 cfs	598.70
25YR	2512 cfs	2614 cfs	2398 cfs	598.50
100YR	3965 cfs	3962 cfs	3615 cfs	598.40

WEIR 1

C	W	H
2.5	25.0 ft	597.00

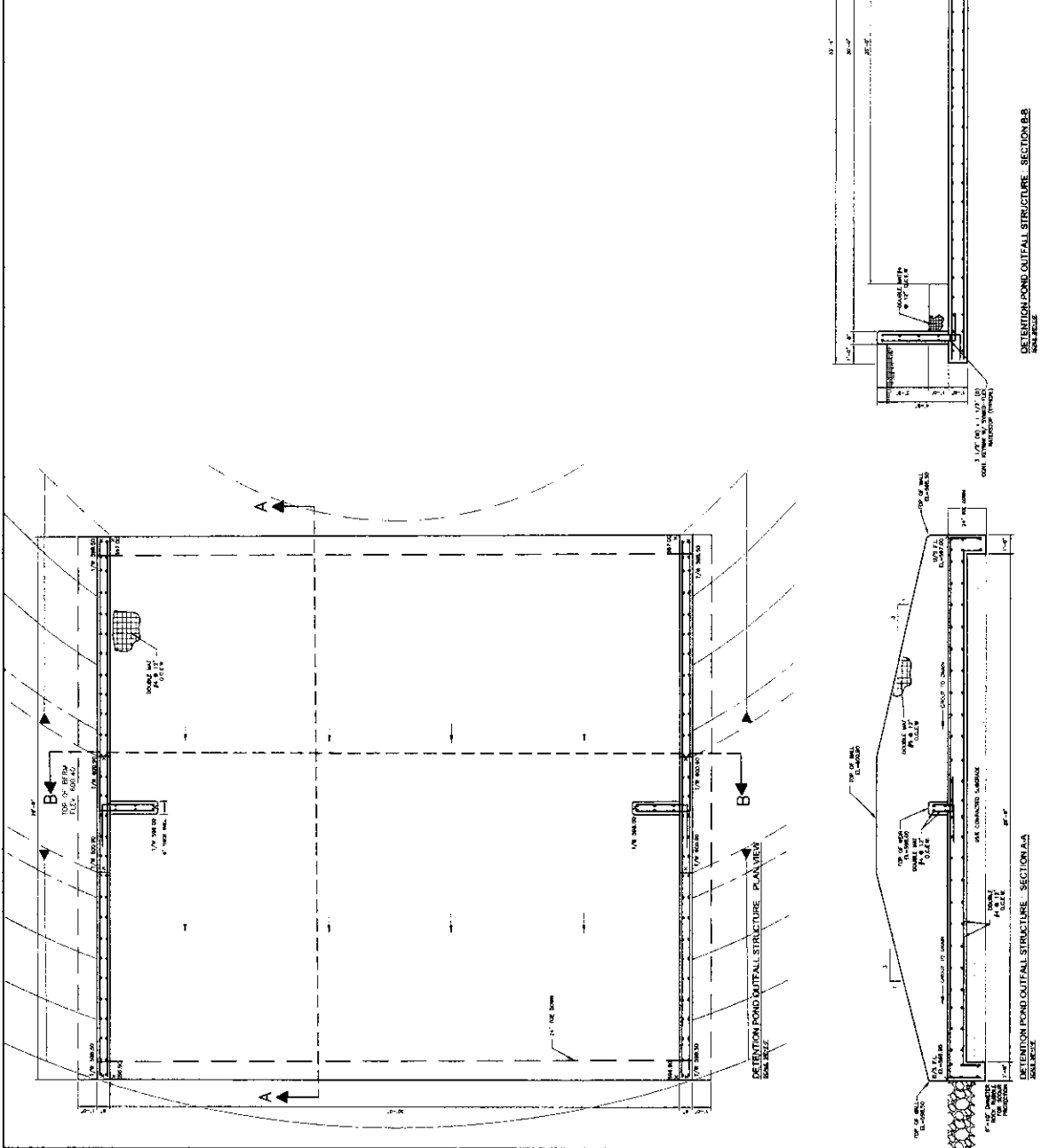
WEIR 2

C	W	H
2.5	30.0 ft	598.00



GENERAL CONCRETE NOTES (M/M/B):

1. ALL CONCRETE SHALL BE PLACED AND FINISHED WITHIN THE SPECIFIED TIME FRAME. THE CONCRETE SHALL BE 3000 P.S.I. WHEN TESTED AT 28 DAYS.
2. REINFORCING BARS SHALL BE PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
3. ALL REINFORCING BARS SHALL BE PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
4. REINFORCING STEEL SHALL CONFORM TO ASTM A618 AND ASTM A615. ALL REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
5. DETAILING OF REINFORCING STEEL SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02.
6. REINFORCING BARS SHALL BE PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
7. ALL JOINTS AND BIRDS IN REINFORCING BARS SHALL CONFORM TO ACI 308R-02 UNLESS SHOWN OTHERWISE.
8. LAP CONNECTIONS UNLESS OTHERWISE NOTED SHALL BE 36 BAR DIAMETERS UNLESS NOTED OTHERWISE. TOP BARS SHALL HAVE A LAP UP OF 36 BAR DIAMETERS.
9. ALL INTERSECTIONS OF STEEL SHALL BE TIED.
10. THE CONTRACTOR SHALL VERIFY THE REINFORCING BARS ARE PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
11. TACK WELDING ON REINFORCING STEEL WILL NOT BE PERMITTED.
12. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
13. REINFORCING STEEL SHALL BE PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
14. HORIZONTAL WALL REINFORCEMENT SHALL BE CONTINUOUS AROUND BIRDS.
15. CONTRACTOR SHALL PROVIDE 1" CHAMFER ON ALL EXPOSED EDGES AND A RADIUS OF 1/4" ON ALL EXPOSED CORNERS UNLESS OTHERWISE SPECIFIED.
16. PROVIDE SMOOTH LAPPING AT ALL JOINTS.
17. SUBGRADE SHALL BE 4" OF 3/4" SAND OR 4" OF 3/4" SAND AND 2" OF 1/2" SAND OR 4" OF 3/4" SAND AND 2" OF 1/2" SAND UNLESS OTHERWISE SPECIFIED.
18. CONCRETE SHALL HAVE A FINISH UNLESS OTHERWISE NOTED ON PLAN.
19. SELECT FILL SHALL BE PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
20. CONTRACTOR SHALL VERIFY THE REINFORCING BARS ARE PLACED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
21. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS WITH ARCHITECTURAL PLANS TO THE ENGINEER BEFORE COMMENCING THE WORK.
22. CHAMFER ALL EXPOSED EDGES 3/4" RADIUS.
23. UNFINISHED CONCRETE SURFACES SHALL MEET THE REQUIREMENTS OF ACI 308R-02. SECTION 03.10.00 INCLUDING THE FOLLOWING:
 - 1. ALL EXPOSED CONCRETE SURFACES SHALL BE FINISHED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
 - 2. ALL EXPOSED CONCRETE SURFACES SHALL BE FINISHED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.
 - 3. ALL EXPOSED CONCRETE SURFACES SHALL BE FINISHED IN ACCORDANCE WITH THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02. THE CONTRACTOR SHALL VERIFY A COPY OF THE AMERICAN CONCRETE INSTITUTE (ACI) 308R-02 IS AVAILABLE TO THE CONTRACTOR.





**Southwest
Engineers**

www.swengineers.com | TBPE No. F-1909

Civil | Environmental | Land Development

HEADQUARTERS

307 St. Lawrence St.
Gonzales, TX 78629
Phone: 830.672.7546

CENTRAL TEXAS OFFICE

205 Cimarron Park Loop, Ste B
Buda, TX 78610
Phone: 512.312.4336

March 3, 2021

City of Uhland
15 N. Old Spanish Trail
Uhland, Texas 78640
Attention: Ms. Karen Gallaher, City Administrator

RE: Final Plat Review
Rocky Road Ranch Subdivision
Caldwell County, Texas

Ms. Gallaher:

We received a revised Final Plat dated March 3, 2021 for the subject project via email from Chris Elizondo with Cuatro Consultants, LTD.

The Final Plat consists of twenty-two (22) half acre single family lots on a 40 ft wide cul-de-sac, one (1) detention pond lot, and one (1) 10.251 acre lot. Water will be provided by County Line SUD and each lot will have onsite septic system facilities.

Based upon the above referenced submittal, the Final Plat for the subject development appears to be substantially in compliance with the City's Subdivision Regulations (Ordinance) and/or approved Planned Development District for the property. It is our recommendation that such Final Plat be approved by the City.

This concludes our review. Should you have any questions or require additional information, please contact us.

Respectfully Submitted,

Miguel Gonzales Jr., P.E.
Engineering Manager
Southwest Engineers, Inc.

The Knight Law Firm, LLP
Attorneys at Law

Executive Office Terrace Suites
223 West Anderson Lane
Suite A-105
Austin, Texas 78752
Tel: 512.323.5778
Fax: 512.323.5773
www.cityattorneytexas.com
attorneys@cityattorneytexas.com

February 25, 2021

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

Re: Second Amendment to Scope of Services -- Engagement Letter for Professional Legal Services dated November 16, 2020 (the "Original Engagement Letter")

Dear Ladies and Gentlemen:

This letter agreement amends the scope of services set forth in the Original Engagement Letter between the City of Umland and The Knight Law Firm, LLP, which was further amended by an Amendment to the Engagement Letter dated January 6, 2021 (the "First Amendment"). The Original Engagement Letter and First Amendment are herein referred to as the Engagement Letter. The paragraph below shall amend and replace the Scope and Terms of Engagement set forth in the Engagement Letter. All other terms and conditions of the Engagement Letter shall remain in effect. If this amendment is acceptable to you and the City Council, please confirm by signing in the space provided and returning a fully executed copy to me, retaining a copy for your own files.

Amended Scope and Terms of Engagement

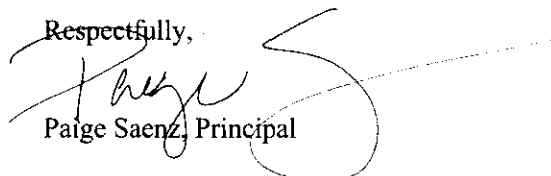
Professional legal services related to: 1) the proposed creation of public improvement districts, levying of assessments, and negotiation and preparation of contracts, ordinances, resolutions, and other documents related to PIDs and the related development; 2) the proposed creation of a municipal utility district and the negotiation and preparation of contracts, ordinances, resolutions, and other documents related to the same; and 3) land development matters as assigned by the City Council or City Administrator. The City will need to engage separate bond counsel and a financial advisor if PID bonds will be issued. While our services do not include representation regarding the issuance of PID bonds, we work in coordination with the City's designated bond counsel. We will also recommend that the City engage a PID consultant to analyze the feasibility of any proposed PIDs and review matters related to the amount proposed for assessments and bond issuances as well as to advise on the content of the Service and Assessment Plan. All services will be provided when requested by the City Administrator and the City Council. Certain defined terms are included in the body of this letter, and additional terms are contained in the attached document, entitled Engagement Letter - Exhibit "A." The Knight Law Firm's engagement is limited to representation of the City ("You" and/or "Client") in relation to the above-referenced matters(s), which represents the scope of the engagement and the services to be provided. A separate engagement letter, or written addendum, must be executed by both parties for any additional matters for which consultation or legal services may be sought by you in the future.

Conclusion

This letter and the Engagement Letter constitute the entire terms of the engagement. These written terms of engagement are not subject to any oral agreements or understandings, and they can be modified

only by written agreement signed both by The Knight Law Firm and you. Unless expressly stated in these terms of engagement, no obligation or undertaking shall be implied on the part of either The Knight Law Firm or you.

Please carefully review this letter. If there are any questions about these terms of engagement, or if these terms are inaccurate in any way, please let me know immediately. If both documents are acceptable, please sign and return the enclosed copy of this letter.

Respectfully,

Paige Saenz, Principal

CITY OF UHLAND, CITY ACCEPTS THIS LETTER AGREEMENT:

CITY OF UHLAND, CITY

By: _____
Vicki Hunter, Mayor

Date: _____

CITY OF UHLAND, TEXAS DEPOSIT AND REIMBURSEMENT AGREEMENT
PROPOSED PLANNED DEVELOPMENT DISTRICT AND PUBLIC IMPROVEMENT
DISTRICT

Wayside – PDD and PID Consultants

THIS DEPOSIT AGREEMENT (this “**Agreement**”) is made and entered into as of _____, 2021 by and between the **CITY OF UHLAND, TEXAS** (the “**City**”) and **RANCH ROAD DEVELOPMENT, INC.** (including its designated successors and assigns, the “**Owner**”).

WHEREAS, the Owner has requested that the City enter into a Development Agreement, to annex and approve PDD zoning for certain property owned or under contract by Owner, and conduct proceedings pursuant to the provisions of Texas Local Government Code Chapter 372 to form a public improvement district (the “**District**”), to enter into a PID Financing Agreement, to levy special assessments, and to issue one or more series of bonds (the “**Bonds**”) to provide for the construction, acquisition, or furnishing of certain public improvements within the District; and

WHEREAS, the Owner is developing real property that would be included within the boundaries of the proposed District; and

WHEREAS, the Owner has agreed to advance moneys to be used by the City Administrator of the City (the “**City Administrator**”) to pay costs and expenses associated with retaining the Consultants (herein defined) to assist the City with assessing the feasibility and desirability of (i) entering into a Development Agreement, if determined needed (the “**Development Agreement**”) and a PID Financing Agreement, (ii) reviewing and preparing the PDD documents and documents and schedules related to annexation of the Property; (iii) forming the district, (iv) levying assessments, and (v) issuing Bonds (the “**Development and PID Matters**”) such advances being subject to reimbursement or credit upon the approval of the Attorney General and City Council and a successful issuance of the Bonds, or the termination or abandonment of such proceedings as provided herein; and

WHEREAS, the parties hereto wish to enter into the Agreement to define the terms and conditions under which moneys will be advanced by and reimbursed to the Owner.

NOW THEREFORE, the parties, for mutual consideration, agree as follows:

SECTION 1. ADVANCEMENT OF MONEYS. The Owner shall advance up to a maximum of \$20,000.00 (the “**Moneys**”) to the City Administrator as provided in Section 3 hereof, which Moneys shall be used by the City exclusively to pay costs generally described in Section 2 hereof. If the Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility and desirability of the Development and PID Matters. The City will notify the Owner if the costs generally described in Section 2 exceed or are expected to exceed \$20,000.00. Upon notification by the City of the costs in Section 2 exceeding \$20,000.00, City and Owner agree to modify this Agreement to increase the amount of Moneys advanced (the “**Additional Moneys**”). If the Additional Moneys are not advanced in accordance with Section 3, the City shall not proceed with assessing the feasibility and desirability of the Development and PID Matters. The City anticipates requesting Additional Moneys in the event the City decides to proceed with creation of the PID.

SECTION 2. USE OF MONEYS ON DEPOSIT. The City has retained the Knight Law Firm LLP as attorneys and P3-Works as PID consultant. The City may engage additional consultants including by not limited to bond counsel, appraisers, market study consultants, planning and engineering consultants, and attorneys (collectively, “**Consultants**”). The Consultants will assist the City with assessing the feasibility and desirability of the Development and PID Matters. The Consultants will be responsible to, and will act as consultants to, the City in connection with the Development and PID Matters. The City Administrator will use the Moneys to pay costs and expenses of the Consultants that are associated with or incidental to the Development and PID Matters (collectively, “**Project Costs**”). Unless waived by the Owner, the City agrees to provide the Owner the names of Consultant candidates on the earlier to occur of (1) at least ten (10) business days prior to approving an agreement to engage any Consultant or (2) five (5) days after opening of the proposals, and to consider the Owner’s comments on any such proposals. If the Owner objects to the Consultant, the City will consider the Owner’s objection, but the City has sole discretion in the final decision to engage a Consultant. The City is not required to provide candidate proposals or consider the Owner’s comments on engagement of financial advisors or bond counsel. The scope of work and terms and conditions of the agreement for the Consultants are, or will be, set forth in agreements on file in the City Administrator’s office. The City Administrator may also use the Moneys for other direct City expenses relating to creation of the PID, such as statutorily required public notices. The City Administrator shall maintain records of the payment of all Project Costs and keep such records on file and available for inspection and review by the Owner in the City Administrator’s office. Upon request, but not more than monthly, the City agrees to provide the Owner with copies of all invoices for Development and PID Matters that have been paid since the last request. If the Owner objects to any portion of an invoice, the City and the Owner agree in good faith to attempt to resolve the dispute within a reasonable period of time.

SECTION 3. DEPOSITS. The Owner shall deposit with the City the amount of \$20,000.00 within five (5) business days after this Agreement is executed and delivered by the City. Whenever the account reaches a balance below \$5,000.00, the Owner shall deposit an additional \$20,000.00 within five business days of notification by the City Administrator. The City Administrator shall cause all Moneys received from the Owner to be deposited into a separate account maintained by or at the direction of the City Administrator and the Office of the City Direct of Finance. All interest or other amounts earned on Moneys (if any) in such account shall be held in such account for the payment of Project Costs or otherwise applied as set forth in Section 4 hereof.

SECTION 4. REIMBURSEMENT. If proceedings for approval of the formation of the District are unsuccessful and are terminated or abandoned prior to the issuance of the Bonds, the City Administrator shall transfer to the Owner all Moneys, then on deposit in the account established and maintained pursuant to Section 3, exclusive of Moneys necessary to pay Project Costs or portions thereof that (i) have been actually incurred and (ii) are due and owing as of the date of such termination or abandonment.

The Owner shall have the following options upon the successful issuance of the Bonds:

- A. Contingent on the Attorney General’s and City Council approval, the Owner may direct the City to reimburse the Owner for the Moneys, previously advanced by the Owner from the proceeds of the Bonds, provided that the amount of the Moneys are included in the calculation of the Bonds;

- B. The Owner may direct the City to return unexpended Moneys, to Owner; or
- C. The Owner may direct the City to do any combination of the above.

SECTION 5. RESERVED RIGHTS. This Agreement does not in any way create an obligation or commitment that the City will execute any agreements, create the District, or proceed with the issuance of the Bonds, and the City expressly reserves the right to terminate or abandon the proceedings at any time prior to the issuance of the Bonds, if in the City's sole discretion, it deems such termination or abandonment to be in the best interests of the City.

SECTION 6. BINDING EFFECT. This Agreement shall be binding on the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date above written.

EXECUTED and ACCEPTED this ____ of _____ 2021

CITY OF UHLAND, TEXAS, a municipal corporation

By: _____

_____ **Mayor**

Date: _____

AGREED TO and ACCEPTED this ____ of _____ 2021

RANCH ROAD DEVELOPMENT, INC.

By: _____

Name: Scott Miller

Title: Manager



CITY OF UHLAND

15 North Old Spanish Trail

Umland, TX 78640

512-398-7399

city@uhlandtx.us

Request for Qualifications: Bond Counsel Services – Public Improvement Bonds

RFQ ISSUE DATE: _____, 2021

RESPONSE DUE: _____, 2021, _____ (CT)

LEGAL NOTICE

AND

REQUEST FOR QUALIFICATIONS AND DESCRIPTION OF APPROACH TO SERVICES

The City of Uhland will accept sealed Request for Statement of Interest and Qualifications for Bond Counsel until _____ (CT), _____, 2021. Qualification statements received after this time will not be considered.

Responses will be accepted by mail, in person delivery, or email. Please mark on the outside of the envelope and on any carrier's envelope or email message: "Request for Statement of Interest and Qualifications for Bond Counsel", and send to the attention of Karen Gallaher.

The City of Uhland will not be responsible in the event that the U.S. Postal Service or any other courier or electronic system fails to deliver the sealed qualification statement to the City of Uhland by the given deadline above. Facsimile of Qualification Statements will not be acceptable.

The City of Uhland reserves the right to reject any or all responses and to waive irregularities contained therein and to accept any response deemed most advantageous to the City of Uhland.

City of Uhland
15 North Old Spanish Trail
Uhland, TX 78640
512-398-7399
city@uhlandtx.us

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (Complete and Return this form with Response)

Name of Entity: _____

The prospective participant certifies to the best of their knowledge and belief that they and their principals:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal or State of Texas department or agency;
2. Have not within a three year period preceding this RFQ been convicted of, had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, Local) with commission of any of the offenses enumerated in this paragraph of the certification; and
4. Have not within a three year period preceding this RFQ had one or more public transactions (Federal, State, Local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this RFQ or termination of the award.

Name and Title of Authorized Representative (Typed)

Signature of Authorized Representative

Date

- I am unable to certify to the above statements. My explanation is attached.

1.0 DESCRIPTION OF SERVICES

The City of Umland ("Umland") is seeking proposals in response to this Request for Qualifications and Description of Approach to Services ("RFQ") from law firms interested in providing bond counsel services to Umland for the potential issuance of special assessment revenue bonds to complete contemplated PID financing(s). Services to be provided to Umland may include the following:

- 1.1 Serve as Umland's bond counsel in connection with the issuance of PID special assessment debt, including compliance with all laws and regulations related to debt;
- 1.2 Advise Umland regarding the formation, issuance, and re-issuance of PID special assessment debt;
- 1.3 Draft and examine notices, resolutions, ordinances, indentures, certificates, and all other supporting legal documents relating and necessary to the authorization, issuance, sale, and delivery of debt obligations;
- 1.4 Provide legal advice relating to federal and state tax matters associated with the financing structure;
- 1.5 Participate as a member of and in meetings with the financing team which will also include Umland's PID financial advisor, PID underwriter(s), development counsel, and staff;
- 1.6 Assist in negotiations with bond insurers, if needed;
- 1.7 Assist in making presentations to rating agencies, if needed;
- 1.8 Assist in the review of continuing disclosure documents, annual, material event, and otherwise;
- 1.9 Provide regular reports to the Umland team;
- 1.10 Assist with post-issuance compliance with federal tax laws, federal securities laws relating to primary and secondary disclosures to the bond market, and compliance with ongoing bond covenants;
- 1.11 Provide general advice relating to the administration, formation and issuance of special assessment PID bonds;
- 1.12 Advise Umland on compliance with all applicable laws and regulations in connection with PIDs;
- 1.13 Render an opinion that the PID bonds are binding special obligations of Umland and are validly issued under Texas law;
- 1.14 Render additional opinions as required for debt issuance;
- 1.15 Produce and provide multiple copies of all bond transcripts, as requested, for Attorney General approval and Umland's use;
- 1.16 Provide legal advice concerning restrictions on the expenditures of the bond funds;
- 1.17 Keep Umland abreast of state and federal law and federal tax developments which might be applicable to Umland's special assessment PID financing program or tax exempt status of Umland's proposed bonds. This may include assistance in the development of alternative financing programs for potential capital projects, working with citizen committees, evaluating state and federal legislation for Umland, and other tasks as required;
- 1.18 Request and obtain approval of bond issues from the Public Finance Division of the Office of the Attorney General;
- 1.19 Review the bond proofs and supervise the execution and delivery of the bonds or other debt instruments;
- 1.20 Assist in the preparation of a No-Arbitrage certificate for Umland in connection with its PID debt issuances and any other required Internal Revenue Service filings;

- 1.21 Attend meetings and consult with PID boards, Uhland City Council and Uhland staff about the authorization, issuance, sale and delivery of bonds, and other obligations of Uhland;
- 1.22 Prepare an approving market opinion as to the validity of debt obligations under Texas law based upon a transcript of certified proceedings thereof, and of the tax exempt status of the interest on such obligations under federal income tax law existing at the time of the rendition of such opinion, as applicable; and
- 1.23 All other matters necessary or incidental to the issuance of debt.

With the advice of Uhland legal counsel, Uhland will select the bond counsel firm(s) which, in its sole judgment, provides a combination of relevant experience and expertise and the highest degree of confidence or assurance that PID transactions close on favorable overall terms for Uhland. The firm selected will work with representatives of Uhland, counsel to Uhland, Uhland’s PID Financial Advisor and PID Underwriter(s) to assist in the structuring and diligence for contemplated PID financings and to ensure that the contemplated financings are completed on time and in a judicious manner that minimizes risk to Uhland, and that securities are well received by the market and the transaction is compliant with all state and federal public finance and tax laws.

Uhland expressly reserves the right to reject any or all proposals and to waive irregularities in any proposal based on Uhland’s sole determination as to each proposal’s satisfaction of this RFQ’s requirements.

A tentative calendar for the selection of PID bond counsel is as follows:

- _____, 2021 Distribute Bond Counsel RFQ
- _____, 2021 Bond Counsel RFQ responses due no later than _____ PM (CT)
- _____, 2021 Council to act on selection of bond counsel

This schedule is preliminary and may be changed as necessary based upon the sole discretion of Uhland.

2.0 SUBMISSION REQUIREMENTS (are hard copies preferred?)

Copies of the proposal should be delivered by mail or courier or emailed and are due by _____ PM (CT) on _____, _____ 2021. Email and delivery/ mailing address are provided below.

It is the sole responsibility of the Proposer to ensure that its proposal is received by Uhland prior to the time specified. Any proposal received after the stated time and date may not be considered.

City of Uhland
 15 North Old Spanish Trail
 Uhland, TX 78640
 city@uhlandtx.us

3.0 SUPPLEMENTAL INFORMATION

ADDITIONAL INFORMATION AND ADDENDUM:

If it becomes necessary to revise or amend any part of this Request for Qualifications, notice of the revision will be given to all prospective Proposers. No verbal or written information that is obtained other than by information in or addendum to this RFQ shall be binding on Uhland.

Any questions concerning this Request for Qualifications should be directed in writing to Karen Gallaher, city@uhlandtx.us.

4.0 PROPOSAL REQUIREMENTS

Firms are asked to submit the following information. Firms are requested to adhere to a total 10page limit (minimum 10-point font). Requested team member resumes, deal lists, and case studies may be included as appendices and will not count against the page limit.

1. Executive Summary/Cover Letter (two-page limit; included in total 10-page limit). Each response should include a cover letter signed by an officer of the firm, indicating that the response is valid for at least 90 days and that the officer is legally authorized to contractually bind the firm. The cover letter should also summarize the key points of the firm's response.
2. Overview of your firm and Special Assessment Legal Team. Provide a brief overview of your firm and the names and backgrounds of the individuals who will be assigned to this project on a full-time basis. If your firm has more than one office, identify the office from which each designated individual will be operating. Describe the professional backgrounds of these individuals, particularly their experience with recent Assessment financings. Clearly indicate each individual's responsibilities during the financing and highlight the day-to-day contact person as well as the individual who will attend official meetings of Uhland, if requested.
3. Economic Development/Land Secured Bond Counsel Experience. Discuss your firm's legal experience working on PID transactions for municipalities, and highlight experience with municipalities of similar size to Uhland. Provide a list of non-rated special assessment revenue financings for which your firm served as bond counsel within the past five years. Provide subtotals (including both taxable and tax-exempt transactions) for your experience with such debt issued in Texas. Please also include three case studies (attach as appendices; not counted in page limit) describing relevant, comparable experience, with a particular focus on examples of similar type including complete details regarding the bond security and structure and key themes of the legal review and documentation process.
4. Approach to working with first time special assessment revenue debt issuers, and approach to working with financing team members (staff from Uhland and/or Uhland consultants, the Developer, Developer's Consultants, Underwriter(s), etc.) Please discuss your general approach to working with a first time PID issuer. What strategy will be employed to help promote Uhland interests while interacting with multiple stakeholders that may have competing priorities.
5. Discussion of Structuring Issues and Overview of the Authorization and Documentation Process. Provide a general discussion of the recommended approach to structuring PID bonds and key financing and legal considerations within the context of state PID laws. Based on your experience, define which "deal points" warrant the most attention and in which documents/agreements language around those points is negotiated. Please discuss any risks that Uhland should be aware of in implementing the recommended approach. Please discuss from a bond counsel perspective the key steps in the PID bond authorization and issuance process, providing an overview of key legal documents and processes, including key milestones and parties involved. Finally, please describe your experience working with the Texas Attorney General on PID bonds.
6. Approach to due diligence, with a particular focus on the approach and risks to Uhland related to the issuance of PID bonds. Please discuss your approach to due diligence as part of the legal review and documentation of the transaction and in the evaluation of proposed developers and projects. As this will be a new credit for Uhland, please also discuss your firm's view of the general credit considerations and risks for bonds. It is expected that Special Assessment Revenue Bonds issued by Uhland will initially be non-rated.
7. Investigations. Please identify and discuss the nature and status of any investigation or official inquiry by the Securities and Exchange Commission, the Municipal Securities Rulemaking Board, or other securities regulatory body concerning your firm or the professionals who may serve Uhland that is currently underway or has been completed since 2014.

8. **References.** Please provide three (3) local government special assessment financing references, including name of entity, name of contact person, title, telephone number, type of project, and the date(s) of service.
9. **Commitment to Public Finance.** Please provide a statement addressing your firm's commitment to its public finance practice. Please provide the number of professionals in the public finance department and to what degree that number has changed in the past 12 months as well as their tenure in the public finance practice at the firm. Please also discuss the in-house capabilities of tax counsel personnel and continuing disclosure personnel.
10. **Fee Proposal.** Please provide general thoughts on fees for PID financing and describe your firm's pricing methodology.
11. **Conflicts of Interest.** Discuss any relationships that could present a conflict of interest if your firm is selected.
12. **Other Qualifying Information.** Discuss any other information that you feel makes your firm uniquely qualified to serve as bond counsel to Uhland for the issuance of PID Bonds.

5.0 METHODOLOGY FOR ANALYZING PROPOSALS

Uhland intends to evaluate proposals and make award(s) based on the proposal deemed to be the most advantageous to Uhland. Criteria for the selection will include but will not be limited to the experience of the proposers with similar financings and experience of the assigned professionals with comparable financings.

CONDITIONS AND LIMITATIONS:

1. Uhland reserves the right to reject any and all proposals and to request clarification of information from any Proposer.
2. Uhland will not accept joint responses to this RFQ.
3. Uhland may waive minor irregularities in its discretion.
4. All proposals received in response to this RFQ become the property of Uhland.
5. Uhland will not reimburse Proposers for any costs associated with the preparation and submittal of any proposal, or for any travel costs that are incurred related to the submittal.

The City of Uhland is subject to the Texas Open Records Act. However, certain types of information may be exempt from disclosure under the Act. Firms submitting information which they deem confidential or proprietary must clearly mark and identify such information page by page. The City of Uhland will, to the extent allowed by applicable law, protect such information from disclosure. The final decision as to what information must be disclosed under the Open Records Act lies with the Texas Attorney General.

CONFLICT OF INTEREST QUESTIONNAIRE.

Please complete and submit the Conflict of Interest Questionnaire with the response to this RFQ.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY	
	<p>Date Received</p>	
<p>1. Name of person who has a business relationship with local governmental entity.</p>		
<p>2. Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>		
<p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes No</p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p>4.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Date</p>		

Qualifications to Provide Financial Advisory Services

City of Umland, Texas

February 18, 2021

City of Umland, Texas



CONTACT:

James S. Sabonis, Managing Director,
Jim.Sabonis@hilltopsecurities.com

1201 Elm Street, Suite 3500, Dallas, Texas 75270

Phone: 214.953.4195 Fax: 214.953.4050

Andre Ayala, Director,
Andre.Ayala@hilltopsecurities.com

1201 Elm Street, Suite 3500, Dallas, Texas 75270

Phone: 214.953.4184 Fax: 214.953.4050

February 18, 2021
Qualifications to Provide
Financial Advisory Services

James S. Sabonis
Managing Director
jim.sabonis@hilltopsecurities.com
214.953.4195 --- Direct
214.953.4050 --- Fax

Andre Ayala
Director
andre.ayala@hilltopsecurities.com
214.953.4184 --- Direct
214.953.4050 --- Fax

February 18, 2021

City of Umland

Attention: Karen Gallaher, City Administrator
Umland City Hall
15 North Old Spanish Trail
Umland, TX 78640
512-398-7399
city@uhlandtx.us

Dear Ms. Gallaher:

On behalf of Hilltop Securities Inc. ("HilltopSecurities"), we are pleased to submit the firm's qualifications to serve as financial advisor to the City of Umland, Texas (the "City") ***in connection with public improvement districts (PIDs) and the issuance of special assessment revenue bonds (PID bonds) as well as for traditional municipal finance for Texas cities.*** As a nationally recognized leader in the field of public finance and the consistent number-one financial advisor in Texas and nationwide in many different areas of public finance relevant to the City's needs, HilltopSecurities is uniquely qualified to provide financial advisory services to the City. Our underlying philosophy of providing financial advisory services is guided by the following:

Extensive Financial Advisory Experience. We were formed through the combination of First Southwest Company and Southwest Securities, and between those two firms, have a combined 115 years of experience providing financial advisory services to municipal entities nationwide and specifically in Texas. HilltopSecurities is the ***number-two ranked financial advisor in the nation*** based on number of bond and note transactions completed in the past five years, according to Ipreo MuniAnalytics. From February 1, 2016 through January 31, 2020, we have provided financial advisory services on 4,301 transactions totaling approximately \$185.24 billion par amount.

HilltopSecurities has been at the forefront during the evolution of the Texas assessment revenue financing industry (PID bonds), the firm has helped to shape and refine the process. The firm's leadership position in the PID industry has led to its involvement in the majority of successful assessment revenue bond issuances throughout the state and projects involving a wide variety economic development financing tools including, but not exclusively, assessment revenue financing. HilltopSecurities is confident that the breadth of relevant financial advisory experience, the level of professional service that we can provide, the commitment and integrity of the proposed financing team, and the availability of our related resources will be of great benefit to the City.

As detailed in our qualifications, the members of the financing team have an in-depth understanding of the issues and challenges that the City faces, and will face, because they have worked side-by-side with our existing clients to evaluate the merits of assessment financing as a means to control and incite development to meet the client's individual goals. During these processes, we have educated and assisted our clients about assessment revenue bond structuring,

marketing, sales and post-sale actions, and reporting; always keeping in mind our clients' best interest at the forefront with established industry standard best practices.

Strong Texas Experience. We will serve the City from our Dallas headquarters, with support from our local Austin office as needed. Our in-depth knowledge of issues affecting the surrounding communities, as well as our availability to meet with the City on short notice are essential qualities we offer. **We are ranked as the number-one financial advisory firm in the State of Texas** based on number of issues and par amount, with 1,935 transactions totaling \$94.38 billion par amount, according to Ipreo MuniAnalytics, for the five-year period ending December 31, 2020.

Additionally, for the same timeframe, HilltopSecurities is **the number-one ranked financial advisor in Texas for cities** based on the number of issues and par amount, having provided financial advisory services on 760 Texas city-level transactions totaling \$23.81 billion par amount. (Source: Ipreo MuniAnalytics).

We apply the valuable experience gained from each financing to subsequent financings, continuously enhancing our approach to providing financial advisory services. By representing issuers diverse in size and nature, we believe we offer the City the broadest scope of ideas and innovations realized by issuers nationwide. The following summarizes some of our key qualifications for providing financial advisory services to the City.

Team Concept. HilltopSecurities business philosophy has always been to implement the "team concept" to provide the best possible service to our clients. Under this concept, we meet our clients' needs by involving a variety of professionals from different disciplines with specialized expertise in various aspects of public finance. To that end, HilltopSecurities has assembled a multi-disciplinary team of financing professionals capable of exceeding the City's needs.

Technical Resources. HilltopSecurities has made a significant investment in the latest computer technologies. The firm considers this critical to protect not only our own data, but also that of our clients. We have several commercially available software packages in addition to proprietary software. By maintaining several different modeling packages, HilltopSecurities is able to prepare every type of analysis needed; when tax law or technology changes, we have options to quickly update our computer capability and compare results.

Industry Recognition. HilltopSecurities has earned national recognition by receiving "Deal of The Year" Awards by *The Bond Buyer*, *Institutional Investor* and *International Financing Review* 27 times for innovative structures specifically tailored to meet the challenges of our clients. Such recognition is highly coveted in the public finance industry. Additionally, Mr. Andre Ayala, a member of the proposed financial advisory team for the City was named a "Rising Star" by *The Bond Buyer* in 2019.

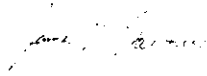
Commitment. HilltopSecurities is committed to serve the City and will bring the necessary resources to bear. We appreciate the opportunity to present our qualifications to serve the City as financial advisor and commit to the City all the resources of HilltopSecurities to meet all of your goals and objectives.

Our continued success is built on an unwavering commitment to help clients achieve their long-term financing goals. Our reputation for loyalty and dedication is evident in the longstanding relationships we have maintained with many of our clients; some of our client-advisor relationships extend as long as 50 years. We are confident our public finance experience will be of great value to the City to facilitate all its financial advisory needs.

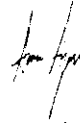
Qualifications to Provide
Financial Advisory Services
February 18, 2021

HilltopSecurities hopes the information included in our statement of qualifications demonstrates the capabilities of our firm and our desire to begin a financial advisory relationship with the City. Should you require any additional information or have any questions regarding our qualifications, please contact us.

Sincerely yours,



James S. Sabonis
Managing Director



Andre Ayala
Director



Table of Contents

STATEMENT OF QUALIFICATIONS 1

CONFLICTS OF INTEREST..... 14

APPENDICES

- A Required Forms & Documents**
 - **MSRB Form A-12**
 - **Conflict of Interest Questionnaire**
 - **Evidence of Professional Liability Insurance**
- B Team Resumes**
- C Experience with the City**
- D Financial Advisory Services Contract**

Exhibit 1 – Municipal Advisory Disclosure Statement



Hilltop Securities Inc. ("HilltopSecurities") is honored to have the opportunity to present our qualifications to provide financial advisory services to the City of Umland, Texas (the "City"). Among our other qualities, HilltopSecurities' strong commitment to Texas issuers such as the City, ensures our ability to deliver innovative ideas, creative financing techniques, and sound financial advice tailored to the City's needs.

STATEMENT OF QUALIFICATIONS

The Proposer shall provide a description of the history and background of the firm, identification of the services currently being provided to municipalities in Texas and other information relevant to the provision of Financial Advisory services. The following information shall be included in your proposal:

1. General Information about the firm.

A. Name, address and phone number of the firm.

Firm Headquarters

Hilltop Securities Inc.
 1201 Elm Street, Suite 3500
 Dallas, Texas 75270
 Telephone: (214) 953-4000

B. History of the firm.

As a diversified investment banking firm, HilltopSecurities Inc. is focused on our mission to provide superior financial advisory and related services to public entities nationwide. HilltopSecurities is confident that our decades of experience with providing financial advisory services to issuers of tax-exempt and taxable debt, along with our extensive analytical and human resources will provide the full scope of financial advisory services the City seeks.

We are committed to being a full-serviced financial advisory firm, staffed with exceptional professionals skilled in all aspects of our client's financial affairs. We have been in the business of providing superior financial advisory services for over 75 years. The business of providing financial advisory services remains a core

business unit of the firm even as we continue to grow in a variety of areas.

Hilltop Securities Inc., a Delaware corporation, is a wholly-owned subsidiary of Hilltop Securities Holdings LLC, which is wholly owned by Hilltop Holdings Inc., a Dallas-based holding company listed on the New York Stock Exchange under the symbol "HTH".

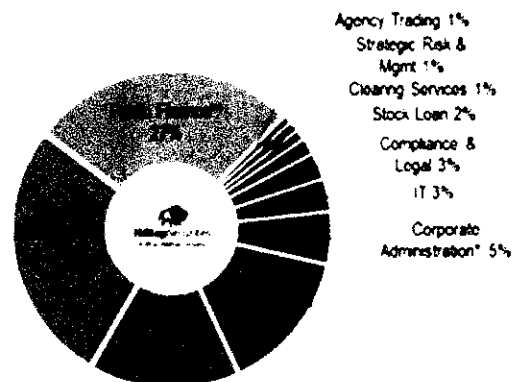
Hilltop Securities Inc. is affiliated with the following entities which are also subsidiaries of Hilltop Holdings Inc.:

- HilltopSecurities Asset Management, LLC, a registered investment advisor
- PlainsCapital Bank, a Texas banking corporation
- PrimeLending, a residential mortgage originator

The organizational structure and the personnel by department within HilltopSecurities is as follows:

HilltopSecurities has approximately 760 employees nationwide as of January 1, 2021. Our **Public Finance Department** is one of the largest divisions in the firm, consisting of approximately 200 employees. **Public Finance**, with the inclusion of the Underwriting, Sales and Trading, and Retail divisions of the firm, encompasses the majority of the firm and employ approximately one-half of the firm's overall staff. The chart to the right demonstrates that public finance is one of the largest departments in the firm.

Personnel by Department as of January 1, 2021



*Corporate Administration includes Executive, Finance & Human Resources.
 **Public Finance includes: Public Finance, Municipal Cash Management, Structured Finance & Negotiated Underwriting.





C. List names and titles of the firm who are directly responsible for financial advisory services.

Mr. David Medanich, Vice Chairman (40 years' experience as financial advisor) is head of the firm's public finance department. The firm's financial advisory team is under his supervision. HilltopSecurities currently employs 49 registered municipal advisors in Texas serving municipal entities such as the City. Additionally, the firm employs 95 registered municipal advisors in 13 states.

Below is a list of the HilltopSecurities' financial advisors registered in the State of Texas who are directly responsible for financial advisory services relationships:

- Ms. Laura Alexander – Regional Managing Director – Fort Worth, TX
- Ms. Michelle Aragon – Director – San Antonio, TX
- Mr. Andre Ayala – Director – Dallas, TX
- Ms. Carmen Best – Managing Director – Houston, TX
- Mr. Nick Bulaich – Managing Director – Fort Worth, TX
- Ms. Anne Burger Entekin – Regional Managing Director – San Antonio, TX
- Mr. Joey Dierker – Vice President – Dallas, TX
- Mr. Lee Donner – Regional Managing Director – Clifton, TX
- Mr. Colby Eckols – Vice President – Austin, TX
- Mr. Jason Hughes – Managing Director – Dallas, TX
- Mr. Chris Janning – Managing Director – Dallas, TX
- Mr. Adam LanCarte – Vice President – Fort Worth, TX
- Mr. Boyd London – Managing Director – Dallas, TX
- Mr. Erick Macha – Director – Dallas, TX
- Mr. John Martin – Regional Managing Director – Dallas, TX
- Mr. David Medanich – Vice Chairman – Dallas, TX
- Mr. Joe Morrow – Managing Director – Houston, TX
- Mr. Tim Nelson – Managing Director – Austin, TX

- Mr. Richard Ramirez – Regional Managing Director – Austin, TX
- Mr. Wayne Placide – Managing Director – Dallas, TX
- Mr. Jeff Robert – Managing Director – Dallas, TX
- Mr. Jorge Rodriguez – Managing Director – San Antonio, TX
- Mr. Jim Sabonis – Managing Director – Dallas, TX
- Ms. Marti Shew – Director – Dallas, TX
- Ms. Maria Fernanda Urbina – Managing Director – El Paso, TX
- Mr. Cris Vela – Director – Pharr, TX
- Mr. Raul Villasenor – Managing Director – San Antonio, TX
- Ms. Mary Williams – Managing Director – Dallas, TX
- Mr. George Williford – Regional Managing Director – Dallas, TX

D. Information pertaining to the firm's compliance with licensing and other requirements of the Securities Exchange Commission, the National Association of Securities Dealers and the Municipal Securities Rule Making Board.

HilltopSecurities is registered with both the MSRB and SEC and in full compliance with the requirements associated with such registration. Please refer to **Appendix A** for a copy of the firm's MSRB Form A12 (MSRB ID: A1290; Municipal Advisor SEC ID: 867-00632, CRD Number: 6220).

2. References - List of three (3) references of cities for which similar services have been provided.

The three (3) references below are for services provided in connection with public improvement districts ("PIDs") and the issuance of PID Bonds.

Mr. Derek Borg
City Manager – City of Princeton, TX
123 W. Princeton, Dr.
Princeton, TX 75407
(972) 736-2416
dborg@princetontx.us





Mr. Jim Proce
 City Manager – City of Anna, TX
 111 N. Powell Parkway
 Anna, TX 75409
 (972) 736-2416
jproce@annatexas.gov



Mr. Raju Anthony
 Director of Finance – City of Fate, TX
 1900 C.D. Boren Parkway
 Fate, TX 75087
 (972) 771-4601
ranthony@cityoffate.com



The three (3) references below are for general financial advisory services including the issuance of new money and refunding (refinancing) general obligation bonds, tax notes, revenue bonds, commercial paper; assistance with rating agency reviews/surveillance, credit support, bond insurer commitments; and all aspects of financial advisory services provided to Texas cities.

Mr. Matt Watson
 Finance Director – City of Garland, TX
 205 N. 5th St.
 Garland, TX 75040
 (972) 205-2355
mwatson@garlandtx.gov



Ms. Miykael Reeve
 Director of Finance – City of Mount Pleasant, TX
 501 N. Madison
 Mount Pleasant, TX 75455
 (903) 575-4000
mreeve@mpcity.org



Ms. Misti Hancock
 Director of Budget and Finance – City of Hutto, TX
 500 W. Live Oak St.
 Hutto, TX 78634
 (512) 759-4059
misti.hancock@huttotx.gov



3. Identify personnel to be assigned responsibility for administering the account (provide resume and location for the individual representatives that the firm will assign to the account).

We believe the greatest differentiating factor when comparing HilltopSecurities to other firms is the depth and level of resources that we possess. Our business philosophy has always been to implement the “team concept” in providing the best possible service to its clients. A variety of professionals collaborate to meet the needs of our clients. We believe that the team approach to serving the firm’s clients provides a higher level of service, experience and ideas and results in a superior financing structure for our clients.

HilltopSecurities proposes **Jim Sabonis, Managing Director** in our Dallas headquarters, and **Andre Ayala, Director**, also of the Dallas office, serve as primary contacts for the City, handling the day-to-day responsibilities for the City and attending meetings with the City. Both individuals have extensive backgrounds in Texas public finance, serve as primary financial advisors for many cities across Texas, and have recognized experience working with Texas municipalities in debt/capital planning and modeling, as well as public improvement districts.

In addition to Mr. Sabonis and Mr. Ayala, **Jorge Delgado, Assistant Vice President** in our Dallas office, would provide analytical and quantitative support for the team. His knowledge and experience is integral to successful delivery of exemplary services to our Texas public finance clients.

What is more, **Richard Ramirez, Regional Managing Director** and **Colby Eckols, Vice President** both in our Austin office, would serve as local contacts for the City and would provide as-needed support to Messrs. Sabonis and Ayala.

Mr. Sabonis and Mr. Ayala would to serve as the lead bankers and primary contacts. Both are authorized to answer any questions, provide additional information, and negotiate the terms and tender decisions on this engagement on behalf of the firm.





Lead Bankers and Primary Contacts

Mr. Jim Sabonis, Managing Director

1201 Elm Street, Suite 3500, Dallas, Texas 75270

Telephone: 214.953.4195

Jim.Sabonis@hilltopsecurities.com

Mr. Andre Ayala, Director

1201 Elm Street, Suite 3500, Dallas, Texas 75270

Telephone: 214.953.4184

Andre.Ayala@hilltopsecurities.com

Our firm is one of the few firms in the industry providing both financial advisory services and arbitrage rebate calculation services. Our arbitrage rebate calculation services group is led by **Mr. Bill Johnson, CPA, Managing Director** in our Dallas headquarters. Additionally, our arbitrage rebate calculation services group is represented by **Mr. Josh Freeman, Vice President**, in our Austin office.

Resumes for the above personnel are included as **Appendix B**.

4. Please list the work performed, including the dollar amount of the debt issue or other financing. Please include the names, addresses and phone number of contact persons. Include in this discussion a list of at least three small municipal clients (under 5,000 population) to include name, and phone number which the firm and the representative assigned to the City of Umland have served in the capacity of financial advisor during the past five years.

The three (3) small municipal client references below are for services provided in connection with public improvement districts ("PIDs") and the issuance of PID Bonds.

City of Hackberry, Texas

Ms. Brenda Lewallen

City Administrator

119 Maxwell Rd.

Frisco, TX 75036

(972) 292-3223

cityadmin@cityofhackberry.net



We have assisted the City of Hackberry with various public improvement districts ("PIDs") and the issuance of bonds for three of its PIDs. Going further back in time, our firm was involved in the first PID financing by the City, which utilized a first-time structure involving participation of a fresh water supply district in the City's extra-territorial jurisdiction.

During our involvement with the City of Hackberry, the City of Hackberry has been able to negotiate developer contributions for the financing of a city hall and streets, plus over \$1,400,000 in extraordinary assessments pursuant to a PID policy we assisted with whereby the City would agree to issue PID bonds for a project in its extra-territorial jurisdiction while structuring extraordinary administrative assessments equivalent to a percentage of the projects funds benefitting the project. The City used the budgeted extraordinary assessments to structure the issuance tax notes for utility improvements without a tax rate or utility rate impact.

The City of Hackberry's strategy of allowing PIDs and PID financings in its extra-territorial jurisdiction has benefitted the projects and has stopped the proliferation of special independent taxing districts around the City of Hackberry. Moreover, the City of Hackberry has been able to expand its utility system through its participation in PID projects and PID financings.

HilltopSecurities has participated in the following PID transactions:

\$6,020,000 Combination Special Assessment and Contract Revenue Road Bonds (Hackberry Hidden Cove PID No. 2 Project), Series 2009A

\$1,065,000 Subordinate Combination Special Assessment and Contract Revenue Road Bonds (Hackberry Hidden Cove PID No. 2 Project), Series 2009B

\$8,665,000 Combination Special Assessment and Contract Revenue Utility Bonds (Hackberry Hidden Cove PID No. 2 Project), Series 2009A





\$1,530,000 Subordinate Combination Special Assessment and Contract Revenue Utility Bonds (Hackberry Hidden Cove PID No. 2 Project), Series 2009B

\$6,884,975 Combination Special Assessment and Contract Revenue Road Refunding Bonds, Series 2017 (Hackberry Hidden Cove PID No. 2)

\$9,908,811 Combination Special Assessment and Contract Revenue Utility Refunding Bonds, Series 2017 (Hackberry Hidden Cove PID No. 2)

\$8,522,256 Special Assessment Revenue Refunding and Improvement Bonds, Series 2017 (Hackberry PID No. 3 Phases #13-16 Project)

\$9,200,000 Special Assessment Revenue Bonds, Series 2017 (Rivendale by the Lake PID No. 2)

\$836,000 Tax Notes, Series 2018 (structured using PID revenues)

City of Aubrey, Texas

Mr. Mark Kaiser
City Administrator
107 S. Main St.
Aubrey, TX 76227
(940) 440-9343
mkaiser@aubreytx.gov



The City of Aubrey engaged Messrs. Sabonis and Ayala in 2015 to assist the City of Aubrey with financing infrastructure as a result of fast growth and the negotiation and structuring of financing agreements to dissolve special taxing districts in the City of Aubrey's extra-territorial jurisdiction in order to convert them into public improvement districts ("PIDs") within the City of Aubrey's corporate limits.

HilltopSecurities assisted the City with the structuring of PID bonds, along with a tax increment reinvestment zone, for the project that was brought into the City of

Aubrey after a successful negotiation with the developers. Bringing in a project into the corporate limits of the City of Aubrey in exchange for a PID meant significant incremental property tax revenue despite the City of Aubrey's tax increment reinvestment zone participation for the benefit of the project. Messrs. Sabonis and Ayala continue to work with the City of Aubrey Staff and elected officials in the analysis of other opportunities to bring projects into the City of Aubrey's corporate limits and dissolve or prevent additional independent special taxing districts around the City of Aubrey.

HilltopSecurities has participated in the following PID transactions:

\$13,460,000 Special Assessment Revenue Bonds, Series 2015 (Jackson Ridge PID Phase #1 Project)

\$10,255,000 Special Assessment Revenue Bonds, Series 2015 (Jackson Ridge PID Phases #2-3 Major Improvement Project)

\$8,000,000 Special Assessment Revenue Bonds, Series 2017 (Winn Ridge South PID Project)

\$9,425,000 Special Assessment Revenue Bonds, Series 2018 (Jackson Ridge PID Phase #2 Project)

City of Dripping Springs, Texas

Ms. Ginger Faught
Deputy City Administrator
511 Mercer St.
Dripping Springs, TX 78620
(512) 858-4725
gfaught@cityofdrippingsprings.com



Messrs. Sabonis and Ayala were engaged by the City of Dripping Springs as special projects' financial advisors to assist with the structuring and negotiation of public improvement district (PID) financing agreements for two projects looking to come into the corporate limits of the City of Dripping Springs.





The City of Dripping Springs wanted to have the two projects mentioned before within its corporate limits, as opposed to within its extra-territorial jurisdiction and within the limits of an independent special taxing district, in order to achieve strategic objectives regarding quality of development, conservation, and others. Moreover, one of the projects is next to downtown Dripping Springs in the heart of the community.

After an extensive period of education, analysis and deliberation, in 2017, the City of Dripping Springs successfully negotiated financing agreements for over \$24,000,000 in PID bonds for a project next to its downtown and over \$40,000,000 for a project in the western side of the City of Dripping Springs. The City of Dripping Springs was also successful in negotiating developer contributions for road improvements, trails, land and wastewater system improvements.

HilltopSecurities deferred payment of any fees for services as financial advisor until bonds are issued for these projects. The City of Dripping Springs has not issued PID bonds yet, but the issuance of the PID bonds for either of these two projects is expected as early as 2021. Messrs. Sabonis and Ayala focused on the long-term relationship with the City of Dripping Springs understanding that reward for hard work would come later when the City of Dripping Springs and the development partners are ready to proceed with the issuance of PID bonds.

The three (3) small municipal client references below are for general financial advisory services.

City of Combine, Texas

Ms. Robin Price
 City Secretary/Treasurer
 123 Davis Rd.
 Combine, TX 75159
 (972) 476-1532
city@combinetx.com

The City of Combine prepared a multi-year tax rate management program for its community in order to have

sufficient funds for a balanced budget and for the financing of streets and a new municipal building (including public safety space).

Messrs. Sabonis and Ayala assisted the City of Combine in preparing a long-term plan of finance to structure the issuance of 7-year tax notes for the financing of the streets and new municipal building in two phases, without a tax rate impact beyond what the community had prepared as framework.

In 2018, the City of Combine issued bonded debt for the first time in its history and successfully financed its streets. Two years later, in 2020, the City of Combine issued its phase two tax notes for the financing of the new municipal building. Neither tax notes impacted the City of Combine's property tax rate beyond the original plan prepared by the City of Combine leaders before 2018. The plan of finance will allow the City of Combine to fully pay off its 2018 and 2020 tax notes by 2027.

HilltopSecurities has participated in the following transactions:

\$826,000 Limited Tax Notes, Series 2018

\$942,000 Limited Tax Notes, Series 2020

City of Woodcreek, Texas

Mr. Brenton Lewis
 City Manager
 41 Champions Circle
 Woodcreek, TX 78676
 (512) 847-9390
manager@woodcreektx.gov

HilltopSecurities was engaged by the City of Woodcreek to provide advice related to the financing of streets. The City of Woodcreek had never issued debt before and needed a financial advisor to assist with education, analysis and implementation of a plan of finance for a streets financing project.





Messrs. Sabonis and Ayala assisted the City of Woodcreek with a long-term plan for the financing of its street projects and structured the first issuance as a 7-year tax note alongside a tax rate management program which would allow the City of Woodcreek to pre-pay debt early and/or issue additional tax notes for a subsequent phase of the City of Woodcreek's streets program.

HilltopSecurities has participated in the following transactions:

\$1,352,000 Tax Notes, Series 2017

City of Crandall, Texas

Ms. Jana Shelton
 City Manager
 110 S. Main St.
 Crandall, TX 75114
 (972) 427-3771
jshelton@crandalltexas.com

Mr. Sabonis has served as the City of Crandall's financial advisor for over 25 years and Mr. Ayala for over 10 years. Throughout the years, HilltopSecurities has assisted the City of Crandall with the structuring of new money and refunding bonds for various projects: streets, utility system improvements, debt restructuring, municipal court, police station, fire station, among others.

Within the last five years, Messrs. Sabonis and Ayala have structured three bond issues for the City of Crandall to: restructure debt service payments to accommodate the financing of municipal facilities without a tax rate impact, finance the municipal facilities without a tax rate impact and refinance bonds for total savings of more than \$240,000.

More recently, HilltopSecurities began assisting the City of Crandall with the setup of two public improvement districts (PIDs) for two large projects looking to be annexed into the City of Crandall's corporate limits. The City of Crandall is expected to annex land for a

residential project planned for more than 3,300 homesites and for a mixed-use project planned for more than 1,000 homesites, over 1,500 multi-family units and over 330,000 square feet of commercial space.

HilltopSecurities has participated in the following transactions *within the last 5 years*:

\$1,630,000 General Obligation Refunding Bonds, Taxable Series 2018

\$3,370,000 Tax Notes, Series 2018

\$2,570,000 General Obligation Refunding Bonds, Series 2019

5. Additional services - Describe any other service or experiences of the firm which you deem beneficial in acting as Financial Advisor to the City.

Messrs. Sabonis and Ayala have been following the City for almost eighteen months and have presented qualifications to City Staff and City Council in the past. Additionally, we shared our **Public Improvement Districts Financing Projects – Tasks and Processes** with City Staff back in the summer of 2019. In **Appendix C** you will find materials already presented to City Staff and City Council demonstrating our strong interest in serving as the City's financial advisor.

The proposed team's unrivaled experience with all aspects of analysis, negotiation, structuring and debt issuance for PID projects is a distinguishing feature. Our methodical approach begins with our clients' identification of strategic and financial goals, later on followed by initial conceptualization and justification of a project. Once those tasks are completed, negotiations with the real estate developers, developer's consultants and developer's lawyers follows suit. Once negotiations and business points are finalized, documentation for an efficient, and as applicable, creditworthy bond issuance takes place. Finally, post-issuance administration, regulatory reporting and performance analysis and review is constantly monitored. Our financing team is



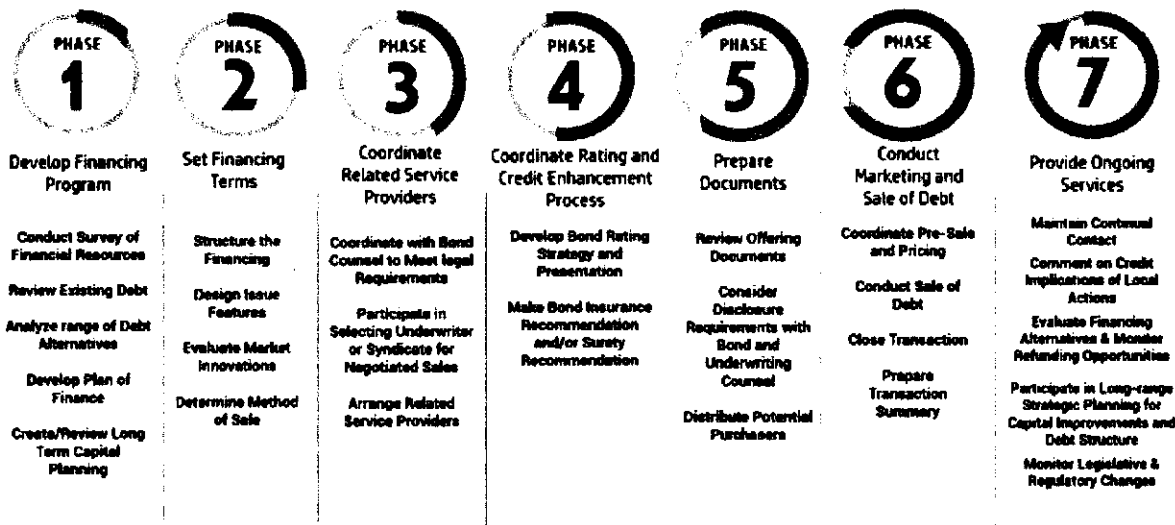


prepared to assist and add value to the City in all situations.

It is our belief that this phase is paramount in importance as part of our full service approach to financial advisory services. Developing a financing program that fits the goals of the City is an on-going process that evolves with time and needs of the City. Although all phases of the engagement are considered important, we feel that the information derived from this first phase is the foundation of the relationship with the financial advising team. Knowing the needs of the City helps formulate the City's strategy efficiently and effectively. Initially, HilltopSecurities will review the City's current financial standing in every aspect, including but not limited to: arbitrage rebate, investment policies, marketing

strategies, technical resources, legal structures, and borrowing capacity. HilltopSecurities will make an insightful, in-depth analysis of the City's current standing and assist in the development of financing plans to successfully address the City's short-term and long-term needs. HilltopSecurities is not transaction oriented, it is relationship oriented, and as part of our ongoing services to our clients we participate in long-range strategic planning for capital improvements and debt structure, develop financial models to analyze the full range of funding alternatives, evaluate the appropriateness and benefit of financing tools available, identify debt service savings or debt service restructuring opportunities, provide an ongoing link between such parties as bond underwriters, bankers, insurers, investors, regulators, trade groups, placement agents and other issuers.

SCOPE OF SERVICES



As a leading advisor to state and local issuers nationwide, HilltopSecurities has responded to today's increasingly complex public finance landscape by raising the bar on the services, resources, and experience our firm offers. In fact, HilltopSecurities is arguably one of the most well-equipped and resourceful investment banking firms in the nation.

HilltopSecurities possesses the experience, expertise and resources to provide Arbitrage Rebate services, Continuing Disclosure services, Asset Management services and Structured Finance services in-house. No other firm is able to provide all of these services in-house.



Because we do not view ourselves as merely 'bond sale advisors', we also are pleased to be able to provide the following services when bonds are not being sold:

- Providing an updated 'Debtbook' to the City that includes debt in aggregate, by issue and repayment source, rating reports and other information.
- Commenting on the credit implications of local actions and events
- Continuously updating the long term capital plan based on on-going changes in assumptions and timelines
- Analyzing and evaluating available funding programs
- Developing formal and informal debt management policies
- Evaluating refunding/refinancing opportunities and other financing alternatives
- Evaluating the proposals received from underwriters **Work Performed:** and educating the Staff
- Tax rate calculations and options
- Providing first-hand market information
- Providing an ongoing link between such parties as bond underwriters, bankers, insurers, investors, regulators, trade groups, placement agents and other issuers
- Providing information on investment options
- Monitoring Legislative and Regulatory changes
- Audit support

Our Public Finance Department is structured to provide clients with access to multiple professionals with expertise in diverse areas of finance. The following table summarizes the volume of our participation providing these select services. **We provide additional information regarding Arbitrage Rebate, Continuing Disclosure, and Investment Management in response to specific prompts.**

6. Discuss the firm's approach in assisting small sized municipal clients (under 5,000 population) in

providing services. Identify techniques used to lower financing and/or issuance costs.

Within the past five years, HilltopSecurities has served or currently serves as financial advisor to over 170 cities and towns throughout Texas. We are proud to serve as financial advisor to some of the largest cities in the state, including Dallas, Fort Worth, San Antonio, El Paso and McAllen, as well as some of the smallest such as Gregory, Sonora and Talty.

The team represents a wide range of cities ranging from very small (less than 1,000 population), non-investment grade first time issuers to large "AAA" rated annual issuers. The proposed team is proud to provide the small issuer with the same level of focus, commitment, expertise and service than is required by the largest issuers. The proposed team believes that every client is their most important client. Messrs. Sabonis and Ayala, and the team, understand that in most instances smaller cities need significantly more input, guidance and support than large issuers because of their limited experience and resources, and therefore promise that the senior team members will be dedicated to Uhland, directly responsible for all aspects of the engagement, and participate in conference calls and attend meetings as needed. **Our Team approach is what makes it possible to provide the highest level of service to our clients no matter how big or small; we are not a one-(wo)man shop.** We would be proud to become part of the Uhland team of professionals and being part of the City's growth and success in the future.

Lower financing costs are of the utmost importance for our clients as they impact the property taxpayers, rate payers and property owners in the communities we serve. Similarly, lower issuance costs translate into lower costs for the citizens of the communities we serve. As a result, we focus on advising our clients in how to access the lowest cost of capital at any given time, discuss strategies for achieving the lowest cost of capital and minimizing issuance costs.

It is important to discuss the following, among other things, to understand and measure impacts to cost of capital and financing costs:



1. City policies and procedures
2. Municipal market conditions
3. Short, Mid and Long-term planning
4. Legal framework (federal and state laws and regulations)
5. Plan of Finance
6. Document preparation process
7. Bond ratings (including presentation and potential meetings)
8. Reports of independent consultants (i.e. utility rate studies, market studies, appraisals, service and assessment plans, revenue studies for a project, etc.
9. Credit enhancement
10. Method of sale for the municipal securities
 - a. Competitive
 - b. Negotiated
 - c. Private Placement with sophisticated investors
 - d. State loans (private placement)
 - e. Federal loans (private placement)
11. Timing of bond offering (including marketing period)
12. Ongoing professional services post-bond sale

HilltopSecurities believes that the discipline of maintaining an active broker/dealer operation benefits our clients in numerous ways. Primarily, we are active participants in the marketplace every day, not merely observers. Risking our capital gives us additional perspective into the underwriting process and lends us valuable credibility with the underwriting community. Other broker/dealers know that we are willing and able to provide the same functions we ask of them. They know we are speaking on a daily basis to many of the same institutional investors. Therefore, our clients benefit from market advice that we obtain from firsthand, direct, real-time information as opposed to secondhand

observations obtained from calling other firms or compiled from information vendors.

We strongly believe that this approach distinguishes our services from our competitors, but most importantly, it provides a higher quality of service to our clients and allows them to achieve the lowest possible cost of borrowing.

The underwriting desk at HilltopSecurities works in partnership with our banking professionals from the beginning initial structuring, updating with current scales and coupon ideas, call features, priority of order decisions all the way to the final allocations. We have multiple underwriting professionals with more than 25 years of experience each working for both national and regional firms. They understand all facets of the underwriting process, from how to capture the largest retail sales percentage to working with the most difficult institutional orders. The majority of our underwriters' time is invested in working with our financial advisory clients. The City can be confident that when the time arrives to price its issue, our professional underwriters will be watching over every detail of the transaction and getting the most value for the County's securities the market will allow.

In our role as financial advisor, HilltopSecurities underwriting and trading desk routinely provides recommendations regarding the following matters based on their active market involvement and extensive institutional investor relationships:

- Structure
- Call options and premiums
- Yields
- Coupons
- Placement of term bonds and pricing
- Serial bonds and pricing
- Capital appreciation bonds and pricing
- Cost effectiveness of insurance
- Credit aspects
- Underwriters' takedown and spread
- Syndicate rules
- Allocation of bonds



In short, these capabilities provide a significant advantage to the City and differentiate HilltopSecurities from “independent” advisory firms that do not have actual market involvement and capabilities. Although the City may not require recommendations on these technical issues on all its debt issuances, the expertise of our underwriting desk will be useful to the City when specific questions arise.

7. Identify the specific individuals who will be assigned to the City of Umland, and provide brief resumes for each highlighting their experience with municipal and or other tax-exempt issuers in Texas. Indicate each individual's role relative to the City of Umland account. Also, indicate each individual's availability and the minimum notice required by the firm to guarantee availability.

As described in section 3, Messrs. Sabonis and Ayala would serve as primary contacts for the City, handling the day-to-day responsibilities for the City and attending meetings with the City. Both individuals have extensive backgrounds in Texas public finance, serve as primary financial advisors for many cities across Texas, and have recognized experience working with Texas municipalities in debt/capital planning and modeling, as well as public improvement districts.

Messrs. Sabonis and Ayala were financial advisors on 58 transactions in 2020, and over 2,000 transactions since being part of HilltopSecurities. The team is 100% dedicated to providing financial advisory services to a portfolio of approximately 80 clients of which the majority are Texas cities and their subsidiary corporations.

According to internal records and information available from the Municipal Advisory Council of Texas, Messrs. Sabonis and Ayala have served as financial advisors in over 34% of all the “modern PID Bonds” issued in Texas since 2007. HilltopSecurities has served as financial advisor in over 64% of the “modern PID Bonds” issued in Texas since 2007. Since 2016 (last 5 years), Messrs. Sabonis and Ayala have served as financial advisors in 25% of all PID Bonds issued in Texas (32 issues) and the firm has served as financial advisor in 69% of the PID Bonds issued in Texas since 2016 (87 issues).

What's more, the team assigned to Umland has experience in virtually all city and subsidiary corporations economic development finance tools:

- Special Districts (in-city and in extraterritorial jurisdiction)
- Redevelopment Authorities
- Tax Increment Reinvestment Zones
- HilltopSecurities (with Mr. Sabonis and Mr. Ayala leading the team) developed the tax increment reinvestment zone revenue monetization in Texas through special assessments as backstop
- Public Improvement Districts (special assessments)
- Local Government Corporation Project Finance
- Hotel/Convention Center Finance
- 380 Grant Agreements for Economic Development
- Sales Tax Corporation Financing
- Public-Private Partnerships

HilltopSecurities intends to serve the City from our Dallas Headquarters with as-needed support from two professionals in our Austin's Office. Texas is the heartbeat of our national presence. The day-to-day assigned team members will each be fully engaged on the City's account. We purposely double cover most accounts with senior bankers to ensure continuity of service. The City's assurance that these individuals will be fully engaged is based upon the collective reputation of HilltopSecurities. **Given the vast resources we would commit, we would be available to assist the City and attend meetings on short notice.**

8. Provide fee schedules as described in Section E, Fees. List any estimated out-of-pocket expenses to be paid by the City of Umland. Explain how your firm controls out-of-pocket expenses.

Proposed fees due to HilltopSecurities would be based on new issuance of municipal securities (bonds, certificates, notes, etc.) and would be calculated as follows:



I. Traditional municipal securities (including general obligation bonds, certificates of obligation, tax notes, utility system revenue bonds and notes, and sales tax revenue bonds):

*Base Fee of \$15,000 for any issue;
plus \$5 per \$1,000 of the municipal securities (debt) issued up to \$10,000,000;
plus \$3.50 per \$1,000 of the municipal securities (debt) issued for amounts over \$10,000,000.*

These charges shall be multiplied by 1.25 for an issuance of municipal securities for which HilltopSecurities assists in the preparation of an application to a federal or state government agency or for the issuance of variable rate bonds, refunding bonds or revenue bonds reflecting the additional services required.

The payment of charges as set forth in this section shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Economic development municipal securities (including, but not limited to: assessment revenue bonds; moral obligation/appropriation bonds; tax increment reinvestment zone revenue bonds; certificates of obligation/tax notes including a pledge of assessment revenues/tax increment reinvestment zone revenues, sales tax revenues, or other revenue associated with economic development):

*Base Fee of \$25,000 for any issue;
plus \$20 per \$1,000 of the municipal securities (debt) issued.*

In the event traditional municipal securities are associated with a development project, the fee schedule preceding this paragraph shall apply.

The payment of charges as set forth in this section shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

III. Services not directly associated with the issuance of municipal securities (debt):

There shall be no fees due to HilltopSecurities for advice in connection with outstanding municipal securities issued or to be issued by the City. For example, advice related to potential refinancings or continuing disclosure obligations.

We pride ourselves in being the premier financial advisor in the State of Texas. We regularly assist our clients with the analysis of capital improvement program financing, tax rate management, review of debt policies and other policies having an impact on debt capital financing and/or bond ratings, continuous overview and information about the financial markets with an emphasis on municipal bond markets, assistance with bond elections, bond rating agencies surveillance, update and discussion of implications as a result of changes in laws or regulatory framework, assistance with Texas Water Development Board applications, evaluation of third party proposals related to the issuance of municipal securities, and many other services we provide as a regular course of business. We do not bill our clients for these services which we consider are part of being a financial advisor to the communities we serve.

We recognize that there may instances when the City could require specialized services or other non-debt related services to be performed by our firm and team. In the event that occurs, we would discuss a scope of services with the City and agree (in writing) on an hourly fee schedule (with an overall cap) not to exceed the following rates:

<i>Managing Director or above</i>	<i>\$500 per hour</i>
<i>Director</i>	<i>\$425 per hour</i>
<i>Vice President</i>	<i>\$350 per hour</i>
<i>Assistant Vice President</i>	<i>\$275 per hour</i>
<i>Associate/Analyst</i>	<i>\$200 per hour</i>
<i>Administrative Staff</i>	<i>\$100 per hour</i>

We do want to emphasize that Messrs. Sabonis and Ayala do not work on an hourly basis and discourage such type of engagements for the communities they serve. They understand that being a financial advisor sometimes requires time investment with no compensation. We focus on long-term relationships, not short-term financial gains.





IV. Fee schedule for arbitrage rebate calculation services

Hilltop Securities Asset Management ("HSAM"), an affiliate of Hilltop Securities, Arbitrage Rebate Compliance Services Group was established in 1987. Since the inception of the group, HSAM has performed more than 49,500 calculations for more than 2,000 issuers on more than 8,500 bond issues. Our practice today consists of a diverse client base of 451 active issuers, across 23 states, with 3,200 bond issues and an aggregate par value of approximately \$210 billion.

The HSAM home office is in Dallas, and arbitrage rebate compliance services are primarily provided from there. HSAM has a second office in Austin and that office provides investment management and advisory services as well as arbitrage rebate services.

HSAM has 5 levels of professionals that work exclusively on rebate compliance:

- Production Coordinator – Responsible for issue tracking, document gathering, and final deliverable processing – one person with fifteen years of experience.
- Preparers – Responsible for preparing an initial draft of less complex calculations and resolving research issues during the preparation process – five people with an average of three years of experience.
- Experienced Preparers – Responsible for preparing an initial draft of complex calculations and resolving research issues during the preparation process – four people with an average of six years of experience.
- Reviewers – Responsible for providing technical guidance to the other members of the Engagement Team, oversee the entire review process, and perform a detailed technical review of the calculations – four people with an average of nine years of experience.
- Quality Control Reviewers - Responsible for coordinating efforts of the Engagement Team, performing the final review and approval of the calculations, ensuring timely deliverables, and overall client satisfaction – three people with an average of 22 years of experience.

Approximately 70% of our rebate compliance and consulting clients have been with us for 10 years or more. This demonstrates not only our technical abilities, but our ability to continue to maintain a high level of client satisfaction over time.

*HSAM works on a fixed fee turnkey calculation process. No hidden adders. All of our services are included in a single annual fee per issue. **We propose an all-inclusive fee of \$1,200.00 per issue per calculation year for the City's calculations.***

Comprehensive arbitrage compliance services include:

- * Commingled Funds Analysis & Calculations
- * Spending Exception Analysis & Calculations
- * Yield Restriction Analysis & Calculations (for yield restricted Project Funds, Reserve Funds, Escrow Funds, etc.)
- * Parity Reserve Fund Allocations
- * Transferred Proceeds Calculations
- * Universal Cap Calculations
- * Debt Service Fund Calculations (including earnings test when required)
- * Preparation of all Required IRS Paperwork for Making a Rebate Payment / Yield Reduction Payment
- * Retention of Records Provided for Arbitrage Computations
- * IRS Audit Assistance
- * Delivery of Rebate Calculations That Meets the Timing Requirements of the Audit Schedule
- * On-Site Meetings, as Appropriate, to Discuss Calculation Results / Subsequent Planning Items

V. List any estimated out-of-pocket expenses to be paid by the City of Umland. Explain how your firm controls out-of-pocket expenses.

When Messrs. Sabonis and Ayala represent cities like Umland as financial advisors, their clients do not accrue out-of-pocket costs related to financial



advisory services. For example, we would not pass through costs to the City for reasonable travel expenses unless agreed to otherwise in writing and we would attend meetings with elected officials and/or staff as requested. Moreover, we would be available to respond to questions from the City's staff on a continuing basis. We understand our clients do not budget for financial advisors as part of their annual budgetary process. When working on the issuance of bonds/municipal securities, transaction costs are to be paid out of the proceeds of the bonds/municipal securities unless our clients decide to pay out-of-pocket for any reason. **We do not expect the City of Umland to be liable for out-of-pocket expenses as a result of our involvement as the City's financial advisor.**

For traditional projects involving general obligation bonds, certificates of obligation, tax notes, revenue bonds, or any other traditional City financings, out-of-pocket costs should be \$0 or minimal. In the event there are any; for example, newspaper notices, or professional fees due to city attorney, accountants or auditors, there would be an allocation within the bond issuance to reimburse the City for such out-of-pocket expenses. **HilltopSecurities would not charge upfront fees to be reimbursed with proceeds of future bonds.** We encourage our clients to hold on paying other professionals involved (i.e. bond counsel, paying agents, rating agencies, auditors, attorneys, accountants, third-party administrators, engineers, etc.) in a bond transaction until there's a reasonable degree of certainty that bonds will be issued and delivered/closed or until the bond issue closes.

For projects involving public improvement districts (PIDs), we always advise our clients to enter into a professional services agreement whereby the private party (i.e. the developer) would deposit funds to be held in escrow by our client and used for professional services in the negotiation of development agreements and set-up of PIDs. **The City should not be responsible for out-of-pocket expenses for legal, engineering and fiscal services related to the negotiation of development agreements and setup of PIDs. The**

City would not incur fees for financial advisory services related to development agreement negotiation and setup of PIDs in the event HilltopSecurities is chosen to serve as the City's financial advisor.

CONFLICTS OF INTEREST

9. Identify and discuss any potential conflicts of interest, including those dealing with other jurisdictions in the Hays County/Uhland regional area.

The firm has not identified any potential conflicts of interest should it be chosen to serve the City as its financial advisor.

The firm's completed Conflict of Interest Questionnaire is included as **Appendix A.**

10. Disclose if your firm currently is or, in the past three years, has been the subject of an SEC, NASD, MSRB, federal, state, or local government inquiry and/or investigation? If so, describe the nature and disposition of any and all such inquiries or investigations. Have any of these entities invoked sanctions against your firm or your staff?

From time to time in the ordinary course of its business, HilltopSecurities is called upon to respond to inquiries or is subject to investigations or proceedings by federal, state or industry self-regulatory organizations. To the best of our knowledge, information and belief based upon the facts available at this time, there is no threatened or pending inquiry, investigation, or regulatory proceeding that we believe would have a material adverse impact on the ability of HilltopSecurities to perform financial advisory services. The Financial Industry Regulatory Authority (FINRA) maintains a public database known as BrokerCheck® that discloses reportable regulatory matters for HilltopSecurities. BrokerCheck® may be found at www.FINRA.org.

11. Provide evidence of professional liability (E&O) policy with a minimum limit of \$1,000,000.

Evidence of professional liability (E&O) policy is attached as **Appendix A.**





12. Attach a copy of financial advisory services contract proposed by your firm without fee information.

Please find a copy of our proposed financial advisory services contract attached as ***Appendix D***.

City of Umland, Texas

Appendix A

Required Forms & Documents

Appendix A



MSRB Registration - Form A-12: Preview**FIRM/SOLE PROPRIETORSHIP IDENTIFIERS**

MSRB ID: A1290
Firm Name: Hilltop Securities Inc.
Dealer SEC ID: 8-45123
Municipal Advisor SEC ID: 867-00632
CRD Number: 6220
Legal Entity Identifier: 549300IXU82PMU6XZT45

Written notice to FINRA or Bank Regulator (Fed, OCC or FDIC) as applicable

Document: HTS DE Certified Amended and Restated COI 10.5.2015.pdf

BUSINESS INFORMATION

Firm Address: 1201 Elm Street, Suite #3500
City: Dallas State: TX Zip: 75270
Firm Website: hilltopsecurities.com

TYPE OF ORGANIZATION

Organization Type: Corporation City: Dallas State: TX

BUSINESS ACTIVITIES**Municipal Advisor**

- Issuance Advice
- Guaranteed Investment Contracts Advice
- Investment Advice - Proceeds of Municipal Securities
- Investment Advice - Funds of Municipal Entity
- Municipal Derivatives Advice
- Solicitation of Business - Investment Advisory
- Municipal Escrow Investment Advice
- Municipal Escrow Investment Brokerage
- Solicitation of Business - Other than Investment Advisory
- Municipal Advisor/Underwriter Selection Advice
- Other (specify):
- GENERAL CONSULT NOT RELATED TO SECURITIES OFFERING

Broker/Dealer - MFS

- 529 Plan Sales
- Local Government Investment Pool Distributor/Sales

Broker/Dealer - Sales/Trading

- Retail Sales
- Institutional Sales
- Trading â€” Proprietary
- Trading â€” Inter-Dealer
- Online Brokerage

Broker/Dealer - Other

- Underwriting
- Clear and settle transactions as an NSCC participant
- Remarket VRDOs

DESIGNATED CONTACTS

Master Account Administrator

Name	Phone	Email
RENEE CHAVERA	(214) 859-9324	renee.chavera@hilltopsecurities.com

Primary Regulatory Contact

Name	Phone	Email
Mike Hilltop Securities Inc, Cogliano	(214) 859-6687	mike.cogliano@hilltopsecurities.com

Billing Contact

Name	Phone	Email
Serana Robertson	(214) 859-9311	AccountsPayable@hilltopsecurities.com

Compliance Contact

Name	Phone	Email
RAY HUIE	(214) 859-1721	ray.huie@hilltopsecurities.com

Primary Data Quality Contact

Name	Phone	Email
ROSEANNA M JIMENEZ	(214) 859-9370	rose.jimenez@hilltopsecurities.com

Optional Regulatory Contact

Name	Phone	Email
Brett Weaver	(214) 953-8883	brett.weaver@hilltopsecurities.com

Optional Data Quality Contact

Name	Phone	Email
Michael D McAllister	(214) 859-6713	Michael.Mcallister@hilltopsecurities.com

Optional Technical Contact

Name	Phone	Email
Michael D McAllister	(214) 859-6713	Michael.Mcallister@hilltopsecurities.com

TRADE REPORTING IDENTIFIERS**Executing Broker Symbol (EBS) assigned by NASDAQ**

EBS	Broker's Broker	Error Feedback Email
FSWC	No	tradereporting@hilltopsecurities.com
SWST	No	MSRBReportingAlerts@swst.com

Participant ID assigned by NSCC

Participant	Error Feedback Email
0279	Tradereporting@hilltopsecurities.com

SUBMISSION AND FEEDBACK**Identify the manner in which transactions will be reported**

- Report own trades using message-based trade portal operated by National Securities Clearing Corporation (NSCC) and RTTM Web
- Trades will be reported by another dealer acting as agent
- RTRS Web only

Method of receiving error feedback

- Email - Review trade status emails sent to the email address(es) identified in the Trade Reporting Identifiers section
- Messaging - Process MT509 messages containing trade status information (Note: DTCC participants only)
- RTRS Web - Review trade status information using RTRS Web

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Hilltop Securities Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Not Applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Not Applicable

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Hilltop Securities Inc.

By 
Signature of vendor doing business with the governmental entity

02/12/2021

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/04/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357	CONTACT NAME: _____	
	PHONE (A/C No. Ext): _____	FAX (A/C No.): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Travelers Indemnity Company of America		25666
INSURER B : Illinois Union Insurance Company		27960
INSURER C : The Standard Fire Insurance Co		19070
INSURER D : Travelers Property Casualty Company Of America		25674
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** HOU-003671794-05 **REVISION NUMBER:** 18

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			660-8P802302	04/30/2020	04/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Total Policy Aggregate \$ 10,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-8P809388	04/30/2020	04/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-8P890579	04/30/2020	04/30/2021	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$ _____
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	UB-8P81755A	04/30/2020	04/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Broker Dealer E&O			G70157366 001 Deductible: \$1,000,000	04/30/2020	04/30/2021	Each Claim 5,000,000 Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured includes: Hilltop Securities Independent Network Inc.
 General Liability and Auto liability policies include a Blanket Automatic Additional Insured endorsement or provision that provides Additional Insured status to certificate holder only when there is a written contract between named insured and certificate holder that requires such status. General Liability policy contains a special endorsement that provides Blanket Primary Non-Contributory as required by written contract.
 General Liability, Auto Liability and Workers Compensation policies include a Blanket Automatic Waiver of Subrogation endorsement or provision that provides this feature only when there is a written contract between named insured and certificate holder that requires it.

CERTIFICATE HOLDER Hilltop Securities Holdings LLC Hilltop Securities Inc. Hilltop Securities Asset Management, LLC 1201 Elm Street, Suite 3500 Dallas, TX 75270	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: DN101798175

LOC #: Dallas



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Hilltop Securities Holdings LLC Hilltop Securities Inc. Hilltop Securities Asset Management, LLC 1201 Elm Street, Suite 3500 Dallas, TX 75270	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Broker Dealer E&O 1st Excess:

Insurer: Berkshire Hathaway Specialty Insurance Company

Policy: 47-EPP-310842-01

Effective Date: 04/30/2020

Expiration Date: 04/30/2021

Limit: \$5,000,000 Each Claim & Policy Aggregate excess of \$5,000,000

Broker Dealer E&O 2nd Excess:

Insurer: XL Specialty Insurance Company

Policy: ELLJ167244-20

Effective Date: 04/30/2020

Expiration Date: 04/30/2021

Limit: \$5,000,000 Each Claim & Policy Aggregate excess of \$10,000,000

City of Umland, Texas

Appendix B

Team Resumes

Appendix B





Resumes



James S. Sabonis
Managing Director
1201 Elm Street, Suite 3500
Dallas, Texas 75270
Telephone: 214.953.4195
jim.sabonis@hilltopsecurities.com

Areas of Focus

Specializes in public finance, economic development and public/private partnerships

Profile

- Joined the firm in 1992
- Has been in the securities industry since 1984
- Provides financial advisory services to approximately 50 governmental entities and over 30 of the largest Texas and National real estate development firms. Clients include: cities, counties, economic development corporations, tax increment reinvestment zones, utility districts, municipal management districts, public improvement districts, master planned community developers, urban revitalization developers, mall developers, sports facilities, and higher education institutions
- Industry leader in designing and funding public / private partnerships
- Involved in many of the most significant economic development projects in Texas
- Developed and implemented many economic development monetization processes for economic development
- Financed numerous Dallas Business Journal real estate deals of the year
- Experienced in advising municipalities on actions that strengthen their financial positions and on debt structures that complement their long-range strategic plans
- Develops and implements leading edge creative and cost-effective financing structures
- Proven innovator of new financial instruments and value-added financing techniques, as evidenced by his successful origination and implementation of a variety of unique first-time financing processes, transactions, and solutions

Education

- Bachelor of Arts in Finance and Economics, University of Texas at Dallas
- Masters of Business Administration in Corporate Finance, University of Dallas

Current Affiliations

- Financial Analysts Federation, member

Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - General Securities Representative, Series 7
 - Municipal Advisor Representative, Series 50
 - Uniform Securities Agent, Series 63
 - Investment Banking Representative, Series 79



Andre Ayala
Director

1201 Elm Street, Suite 3500
Dallas, Texas 75270

Telephone: 214.953.4184
andre.ayala@hilltopsecurities.com

Areas of Focus

Specializes in public finance advisory services for a variety of clients with a focus on City, County and Special Districts; economic development; and public/private partnerships.

Profile

- Joined the firm in 2007
- Focus in Texas general public finance, and economic development finance projects through the State of Texas and select markets outside of Texas
- Structures and sizes bond issues, provides quantitative financial analyses, models innovative financing structures, analyzes credit and cash flow, reviews legal documentation, prepares rating agency and bond insurer presentations, obtains credit enhancement, and contributes to the general processing of financings
- Since joining the firm, Mr. Ayala has structured over 600 transactions for a total par amount of approximately \$6 billion.
- Actively participates in private placement of municipal debt with banking institutions, or federal and state government agencies such as the Texas Water Development Board and the United States Department of Agriculture.
- Registered in Texas, Colorado, Michigan and Oklahoma.
- Mr. Ayala is fluent in Spanish and proficient in French.
- *The Bond Buyer's* 2019 Rising Stars

Education

- Bachelor of Arts in Economics, University of Texas at Austin
- Bachelor of Business Administration in Finance, University of Texas at Austin

Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - General Securities Representative, Series 7
 - Municipal Advisor Representative, Series 50
 - Uniform Securities Agent, Series 63
 - Investment Banking Representative, Series 79



Jorge Delgado
Assistant Vice President

1201 Elm Street, Suite 3500
Dallas, Texas 75270

Telephone: 214.953.1714
jorge.delgado@hilltopsecurities.com

Areas of Focus

Specializes in technical and analytical financial advisory services for a variety of clients including cities, counties, school districts, emergency services districts, special utility districts, public improvement districts, economic development; and public/private partnerships.

Profile

- Joined HilltopSecurities in 2013
- Responsible for providing financial advisory and analytical support for various types of client engagements
- Assist with bond sizing, spreadsheet modeling, refunding analyses, document preparation and review for municipal debt offerings, credit analysis and continuing disclosure for cities, counties, utilities, school districts, and higher education clients.
- Since joining HilltopSecurities, Mr. Delgado has structured over 215 transactions for a total par amount of approximately \$2.6 billion.
- Actively participates in private placement of municipal debt with banking institutions and state agencies such as the Texas Water Development Board.

Education

- Bachelor of Science in Finance with a minor in Economics, The University of Texas at San Antonio
- Master of Business Administration with a Finance concentration, The University of Texas at El Paso

Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - General Securities Representative, Series 7
 - Municipal Advisor Representative, Series 50
 - Municipal Securities Representative, Series 52
 - Uniform Securities Agent, Series 63



Richard M. Ramirez
Regional Managing Director
2700 Via Fortuna, Suite 410
Austin, Texas 78746
Telephone: 512.481.2007
richard.ramirez@hilltopsecurities.com

Areas of Focus

Mr. Ramirez is one of the firm's leading transportation and infrastructure bankers, with extensive experience with County GO and revenue debt, airport and surface transportation, mass transit, combined utility, public power, and sports facility projects. During his 33-year career he has worked with most major issuers in Texas and across the country including cities, counties, airports, hospital systems, higher education systems, school districts and state agencies. He currently represents Harris County Toll Road Authority, North Texas Tollway Authority, Central Texas Regional Mobility Authority, North East Texas Regional Mobility Authority, Hidalgo County Regional Mobility Authority, VIA Transit, Brooks Development Authority and the City of San Antonio. Ramirez has experience with all forms of debt including P3s, public and direct debt placements and has worked with public funding from state agencies and USDOT (TIFIA loans).

Profile

- Joined HilltopSecurities in 2008 and has worked in public finance since 1987
- Clients have included most large issuers in Texas as well as all major counties and state agencies. Has also been active in school districts in Texas as well as higher education institutions and various other political subdivisions of the state.
- Has helped clients execute various forms of revenue debt as well as general obligation debt
- Has also worked on various public-private partnership transactions and related project finance delivery methods.
- Mr. Ramirez was a Co-Founder of Apex Securities and also previously worked for Goldman Sachs and JPMorgan

Education

- Bachelor of Science degree in Business Administration, Trinity University

Licenses Held-

- CPA License (inactive)
- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - General Securities Principal, Series 24
 - Financial and Operations Principal, Series 27
 - Municipal Securities Principal, Series 53
 - Municipal Advisor Representative, Series 50
 - General Securities Representative, Series 7
 - Uniform Securities Agent, Series 63
 - Investment Banking Representative, Series 79



Colby G. Eckols
Vice President

2700 Via Fortuna, Suite 410
Austin, Texas 78746

Telephone: 512.481.2015
colby.eckols@hilltopsecurities.com

Areas of Focus

Specializes in Public Finance

Profile

- Joined the firm in 2014
- Responsible for client and project management as well as analytical and technical support for engagements including bond sizing, spreadsheet models, refunding analyses, lease-purchase analyses and debt offering documentation
- Responsible for conducting competitive and negotiated bond sales and structures for both tax-exempt and taxable new money as well as refunding bond issues
- Previously worked for Public Financial Management for over 6 years
- Prior to that worked two and a half years as a financial analyst with the Municipal Advisory Council of Texas (MAC), a trade association of bond underwriters and financial advisors
- Works with numerous Texas municipal entities including, Texas Water Development Board, Texas Department of Transportation, Bastrop County, Brazos County, the cities' of Austin, McKinney, Arlington, Hutto, Elgin, and Granger as well as Austin Independent School District, Hays CISD, Lumberton ISD, Burnet Consolidated ISD, and Granger ISD
- Worked with the City of Oklahoma City, OK and Turlock Irrigation District, CA
- Involved in the structuring and sale of over \$6 billion of new money and refunding bond issues
- Experienced in taxable and tax-exempt commercial paper programs, cash defeasance programs, escrow structuring, credit enhancements and rating presentations

Education

- Bachelor of Business Administration in Finance, Texas State University
- Southwest School of Government Finance, Texas Tech University

Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - Municipal Advisor Representative, Series 50
 - Municipal Securities Representative, Series 52
 - Uniform Securities Agent, Series 63



Bill Johnson, CPA
Managing Director

1201 Elm Street, Suite 3500
Dallas, Texas 75270

Telephone: 214.953.8817
bill.johnson@hilltopsecurities.com

Experience

- Mr. Bill Johnson has more than 25 years of experience with the federal arbitrage rebate regulations and serves as the primary contact for issuers, while also providing technical support to the department.
- Mr. Johnson also has provided arbitrage consultation and education services to clients, explaining the application of the arbitrage regulations and assisting issuers with the implementation of computational/internal reporting procedures to ensure their compliance with the rebate requirements.
- He has worked with clients to re-engineer their data gathering efforts to reduce the time and effort required to gather and assemble rebate calculation information. Mr. Johnson has high volume data gathering and conversion experience as well as large **project management experience**.
- Prior to joining the firm, Mr. Johnson worked at Arthur Andersen in their Municipal Bond Services Group and for BondResource Partners (the Arthur Andersen successor)

Education

- Bachelor of Business Administration in Accounting, Southern Methodist University
- Master of Science in Taxation, Texas Tech University

Licenses Held / Designations

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - General Securities Representative (Registered Representative), Series 7
 - General Securities Principal, Series 24
 - Municipal Advisor Representative, Series 50
 - Uniform Securities Agent, Series 63
- Licensed Certified Public Accountant

Industry Association

- Former member of the IRS Advisory Committee on Tax-Exempt/Government Agencies ("ACT")



Josh Freeman
Vice President
2700 Via Fortuna, Suite 410
Austin, Texas 78746
Direct: 512.481.2031
Joshua.Freeman@hilltopsecurities.com

Experience

- Josh Freeman joined HSAM's Arbitrage Compliance Services Group in January of 2007.
- He has more than 12 years of arbitrage rebate experience.
- He is responsible for tax technical accuracy of the annual deliverables to clients. This includes a quality control review for lower risk annual calculations and a relationship manager review of high risk calculations.
- Josh is responsible for training the Assistant Vice Presidents and Associates.
- His calculation responsibilities include:
 - Overall Technical Authority
 - Responsible for Product and Production Quality Control.
 - Responsible for Client Deliverables.
 - Responsible for Client Satisfaction.
 - Overall Client Planning and Guidance.
 - Client/and or Banker Contact as Appropriate.
 - Department Resource Allocation.
 - Hiring New Analysts.

Education

Josh earned a Bachelor of Business Administration degree in Finance from Texas A&M University.

Similar Clients Served

City of Abilene, TX, City of Amarillo, TX, City of Austin, TX, City of Denison, TX, City of Denton, TX, City of Hurst, City of Lake Jackson, TX, North Texas Tollway Authority, Rhode Island Infrastructure Bank, City of Southlake, TX, Texas Water Development Board, and City of Waxahachie, TX (to name a few).

Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - Municipal Advisor Representative, Series 50

City of Umland, Texas

Appendix C

Experience with the City

Appendix C



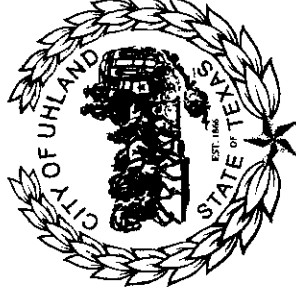


Contacts

Jim Sabonis
Managing Director
1201 Elm Street, Suite 3500
Dallas, Texas 75270
Direct: 214.953.4195
Fax: 214.953.4050
jim.sabonis@hilltopsecurities.com

Andre Ayala
Director
1201 Elm Street, Suite 3500
Dallas, Texas 75270
Direct: 214.953.4184
Fax: 214.953.4050
andre.ayala@hilltopsecurities.com

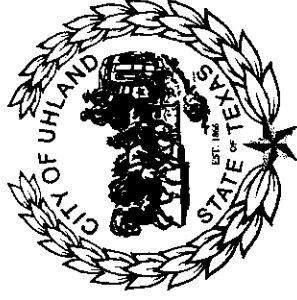
Jorge Delgado
Assistant Vice President
1201 Elm Street, Suite 3500
Dallas, Texas 75270
Direct: 214.859.1714
Fax: 214.953.4050
jorge.delgado@hilltopsecurities.com



Financial Advisory Qualifications City of Uhlend, Texas

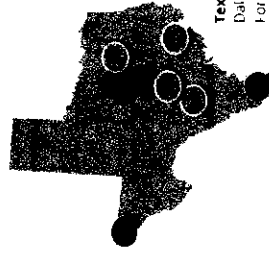
August 7, 2019

Firm Background / Qualifications



Commitment to Texas and Texas Cities

- Although a national firm, we emphasize client service at the regional level to provide customized solutions for our clients
- We are deeply rooted in the State of Texas, with more than 14 public finance, capital markets, and retail locations throughout the state, including our headquarters in Dallas
- Our close proximity to Texas issuers and strong presence in the state facilitate long-term relationships with Texas clients, some extending longer than 50 years
- **Because we are Texas based, we are able to commit a vast array of resources in an expeditious manner. Our many Texas office locations make our resources readily accessible to the City**



Texas
Dallas HQ
Fort Worth
Austin
San Antonio
Houston
El Paso
Pharr
Clifton

City	Employees
Austin	4
Clifton	2
Dallas (HQ)	52
El Paso	2
Fort Worth	9
Houston	9
Pharr	1
San Antonio	7
Total	86

- 4 Public Finance Office Locations
- 4 Public Finance and Capital Markets Office Locations

Overview of HilltopSecurities

A Trusted Leader in Public Finance

- A leader in public finance since 1946 with a national and statewide presence
- Involved in an average of 9 deals, totaling approximately \$375 million per amount per week as municipal advisor for Texas issuers, including cities.
- **Public finance Municipal Advisory is a top priority for HilltopSecurities.** It is supported by underwriting professionals who assist our clients by providing firsthand market knowledge and insight
- Registered Broker/Dealer with transparency and accountability. Subject to SEC, MSRB and FINRA rules and regulations since 1946.



Municipal Finance is a top priority for the firm

HilltopSecurities Offers a Comprehensive Service Platform

Sector Expertise

Airports	Ports
Benefit Plan Services	Public Power
Convention Center / Hotel*	School Districts
General Obligation*	Special Districts*
Healthcare	State Revolving Funds
Higher Education	Student Loans
Housing*	Toll Roads / Rapid Transit
Public-Private Partnerships*	Water and Sewer*



* Expertise readily available to the City of Umland.

Top-Ranked Municipal Advisor

Top Municipal Advisor Nationally

National Municipal Advisor Rankings

July 1, 2014 – June 30, 2019

Number of Issues

PFM Fin Advisors	4,866
HilltopSecurities	4,628
Fiscal Adv & Mkt	2,370
Baker Tilly MA	1,980
Capital Markets Adv	1,762

For the five-year period ending June 30, 2019, HilltopSecurities is the **number-two ranked municipal advisor in the nation**, based on number of issues, with 4,628 issues completed for a par amount of \$186.60 billion.

Source: Ipreo MuniAnalytics

Note: The table above includes issues from both Southwest Securities, Inc. and First Southwest Company, LLC. The two firms merged on January 22, 2016.



Member FINRA / SIPC / NYSE
© 2019 Hilltop Securities Inc.
All Rights Reserved

Bigger in Texas

Top Municipal Advisor in Texas

Texas Municipal Advisor Rankings July 1, 2014 – June 30, 2019 Number of Issues and Par Amount (millions)

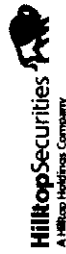
HilltopSecurities	2,319
Specialized Pub Fin	510
SAMCO Cap Mkts	492
RBC Capital Mkts	385
Baird	360

HilltopSecurities	\$96,850
Estrada Hinojosa	\$34,202
George K. Baum	\$20,746
SAMCO Cap Mkts	\$11,945
RBC Capital Mkts	\$11,944

For the five-year period ending June 30, 2019, HilltopSecurities is the **number-one** ranked municipal advisor in Texas, based on number of issues and par amount, with 2,319 issues completed for a par amount of \$96.85 billion.

Source: Ipreo MuniAnalytics

Note: The table above includes issues from both Southwest Securities, Inc. and First Southwest Company, LLC. The two firms merged on January 22, 2016.



Texas City Experience

Texas Cities over 150,000 Population



City of Dallas
Dallas, Texas



San Antonio, Texas



Fort Worth, Texas



El Paso, Texas



Plano, Texas



GARLAND
TEXAS MADE HERE
Garland, Texas



Irving, Texas



Grand Prairie, Texas



Frisco, Texas



Pasadena, Texas



Dripping Springs, Texas



Edinburg, Texas



Woodcreek, Texas



Wilmer, Texas



PRINCETON
Princeton, Texas



DeSoto, Texas



Groesbeck, Texas



Hutchins, Texas



Hackberry, Texas



Aubrey, Texas

Other Texas Cities

National Recognition

Select "Deal of the Year" Awards from The Bond Buyer During the Last 10 Years Demonstrating Innovative Structures Tailored to our Clients' Needs

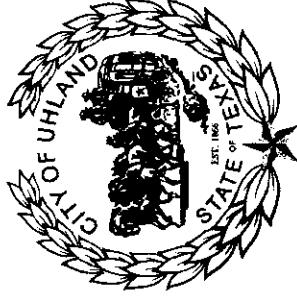
- 2018 Midwest Region Deal of the Year Award for financial advisor to Wayne County, MI's \$288.6 million bond sale, which partially funded a \$500 million criminal justice complex in Detroit. The bonds were Wayne County's first long-term public bond issuance since 2010. *(The Bond Buyer)*
- 2017 Southwest Region Deal of the Year Award for financial advisor to the Fort Worth Transportation Authority's first-ever transaction, a \$325 million private placement to fund a commuter rail line that will alleviate traffic, provide much-needed rail service to Dallas-Fort Worth airport, connectivity to Dallas Area Rapid Transit's rail system, as well as improving air quality *(The Bond Buyer)*
- 2017 Non-Traditional Financing Deal of the Year Award for financial advisor to the City of Cambridge, MA \$2 million sale of minibonds. The minibond structure allowed Cambridge to respond to unmet need of its residents, who regularly expressed interest in actively investing in capital projects throughout the City. *(The Bond Buyer)*
- 2016 Southwest Region Deal of the Year Award for financial advisor to the initial \$810 million of the 50-year, \$27 billion Texas Water Development Board's SWIFT/SWIRFT program *(The Bond Buyer)*
- 2016 Small Issuer Deal of the Year Award for financial advisor to the Northwest Dallas County Flood Control District's \$15.7 million sale of unlimited tax refunding bonds to restructure a compounding obligation created through a 1992 Chapter 9 bankruptcy. The new bonds lifted a tax-rate cap imposed by the 1992 bankruptcy judgment, allowing the District to obtain an investment grade rating and resolve an accrued and unpaid interest liability *(The Bond Buyer)*
- 2015 Southwest Region Deal of the Year Award for financial advisor to the North Texas Tollway Authority for its strategic refinancings of more than \$2 billion, lowering its maximum annual debt service to a level that brought multiple credit rating upgrades *(The Bond Buyer)*
- 2015 Non-Traditional Financing Deal of the Year Award for Financial Advisor to the State of Hawaii Department of Business, Economic Development, and Tourism for its \$150 million financing to support the new Green Energy Market Securitization (GEMS) program *(The Bond Buyer)*
- 2014 Southwest Region Deal of the Year Award for financial advisor to the Colorado Regional Transportation District for its \$441 million certificates of participation, preserving voter authorized debt capacity *(The Bond Buyer)*
- 2013 Southwest Region Deal of the Year Award for Financial Advisor to Dallas-Fort Worth International Airport for its \$2.73 billion of new money and refunding financings for the airport's Terminal Renewal and Improvement Program *(The Bond Buyer)*
- 2012 National Deal of the Year Award for Financial Advisor to the Michigan Finance Authority for its \$2.9 billion unemployment insurance deal *(The Bond Buyer)*
- 2011 Southwest Region Financial Advisor to the Love Field (City of Dallas airport) Modernization Corporation for its \$310 million special facilities revenue bonds *(The Bond Buyer)*
- 2009 Regional Title Financial Advisor to The Dallas County Hospital District for its \$705 million deal to renovate Parkland Memorial Hospital *(The Bond Buyer)*

HilltopSecurities Economic Development Finance Expertise

- HilltopSecurities has unparalleled economic development finance experience and is the leading financial advisor for City and Subsidiary Corporations economic development projects in Texas.

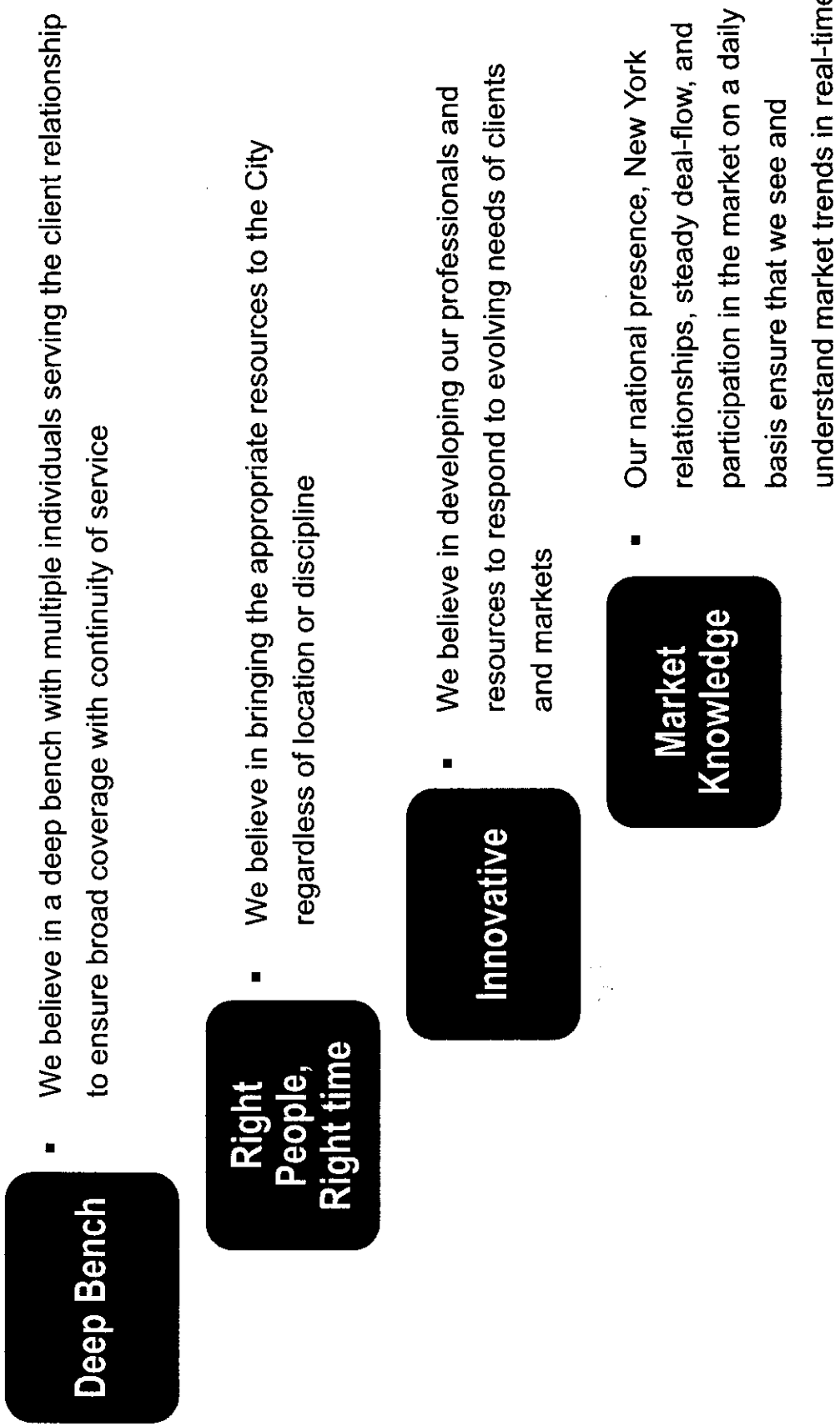
- The team assigned to Umland has experience in virtually all City and Subsidiary Corporations economic development finance tools:
 - Special Districts (in-city and in extraterritorial jurisdiction)
 - Redevelopment Authorities
 - Tax Increment Reinvestment Zones
 - *HilltopSecurities (with Mr. Sabonis and Mr. Ayala as part of the team) developed the tax increment reinvestment zone revenue monetization in Texas through special assessments as backstop*
 - Public Improvement Districts (special assessments)
 - *HilltopSecurities is the leading financial advisor for special assessment revenue bonds in the State of Texas with over 60% market share*
 - *Mr. Sabonis and Mr. Ayala combined have participated as municipal advisors in over 35% of all special assessment revenue bonds issued in Texas*
 - Local Government Corporation Project Finance
 - Hotel/Convention Center Finance
 - 380 Grant Agreements for Economic Development
 - Sales Tax Corporation Financing
 - Public-Private Partnerships

Partnership / Relationship with Our Clients



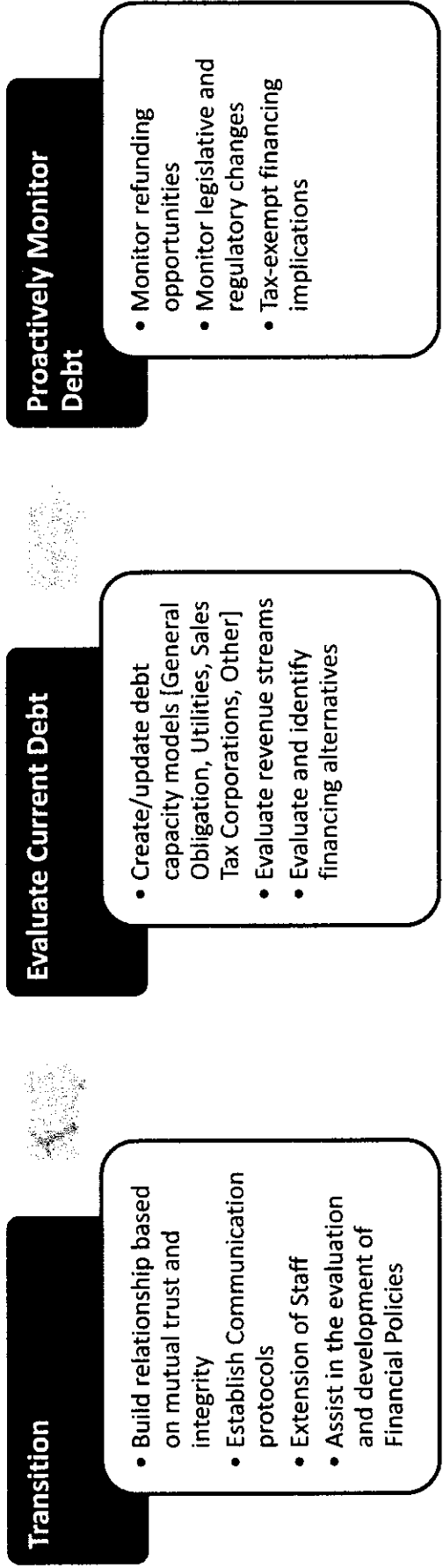
HilltopSecurities Account Coverage Philosophy

HilltopSecurities' Core Values Revolve Around a Team Philosophy

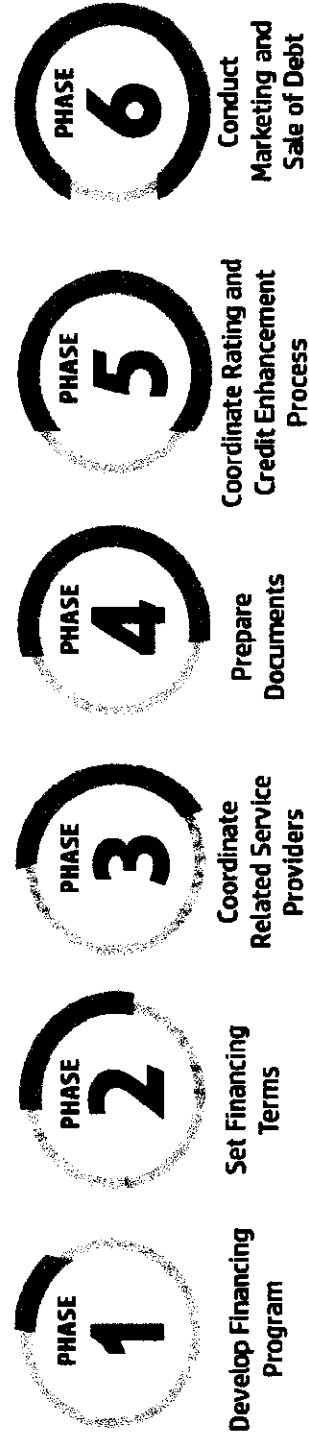


Partnerships with our Clients and Scope of Services

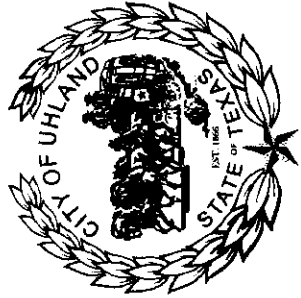
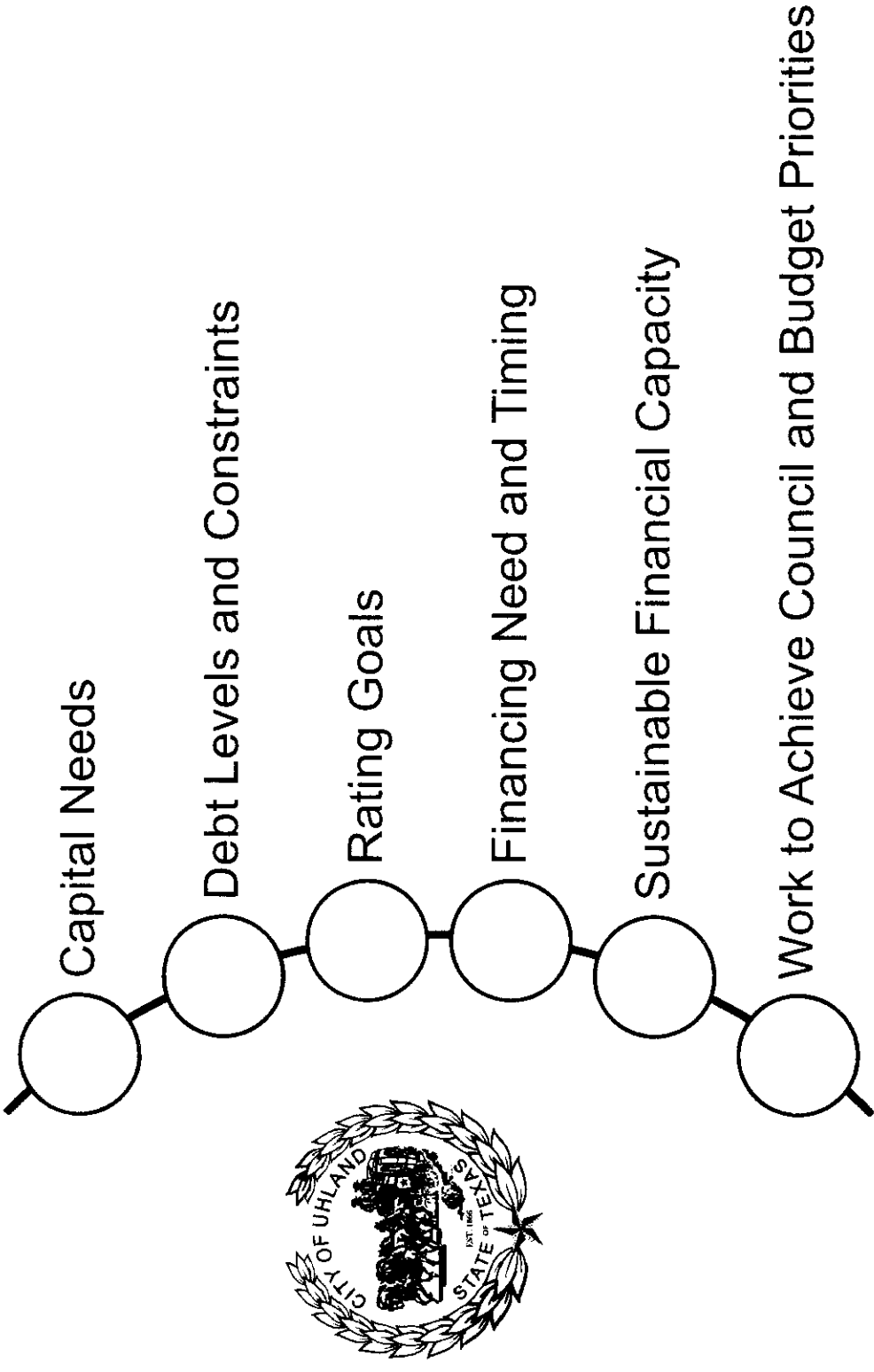
PROVIDE ONGOING SERVICES



BOND EXECUTION SERVICES

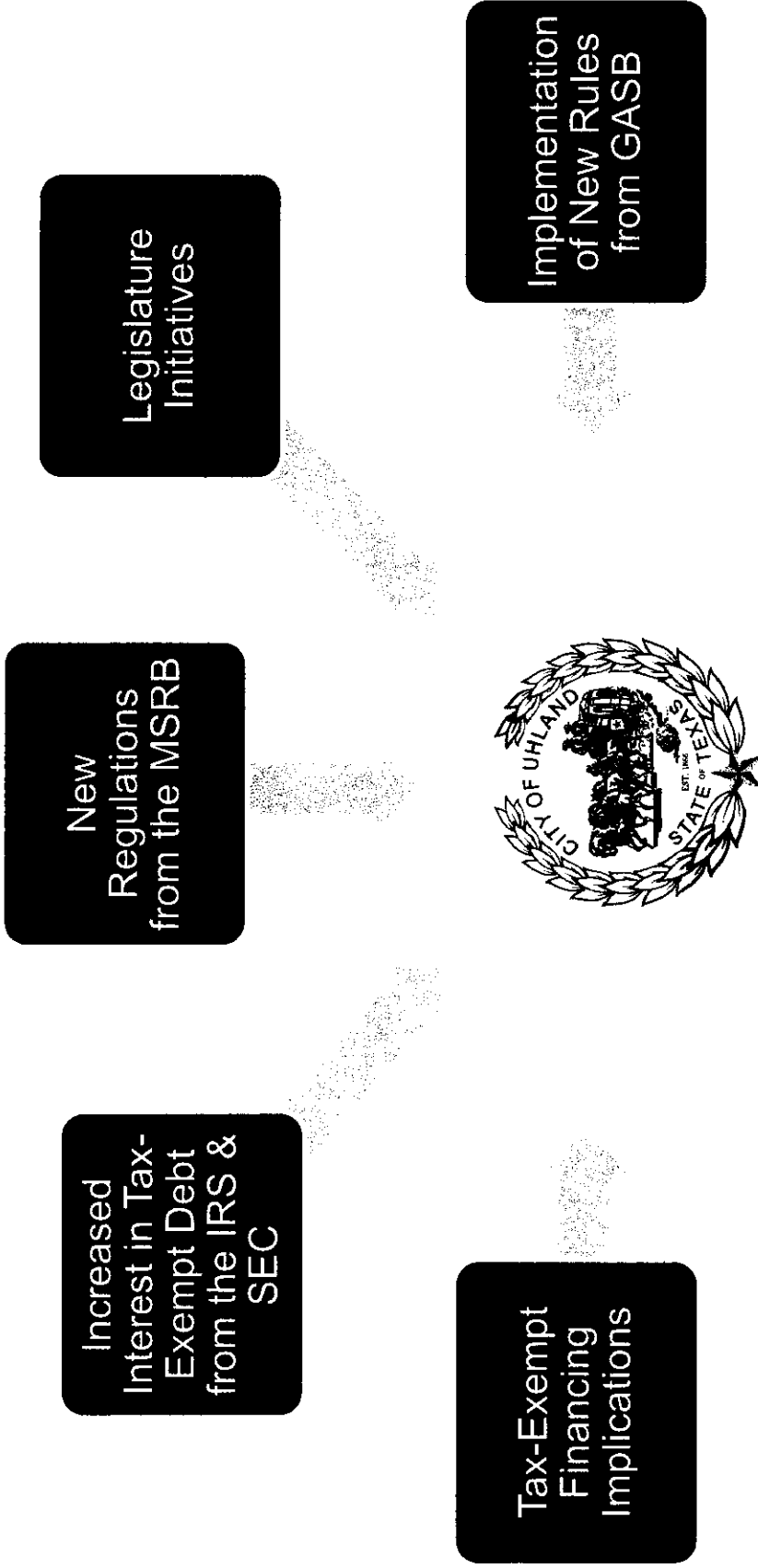


Knowing and Understanding Umland's Goals and Objectives

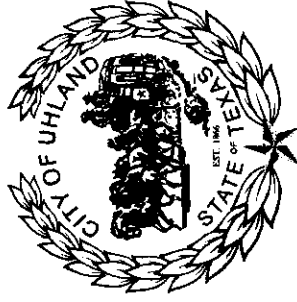


Continuing Challenges in the Near Future

Cities face an increasingly complex landscape when it comes to financing their capital plans

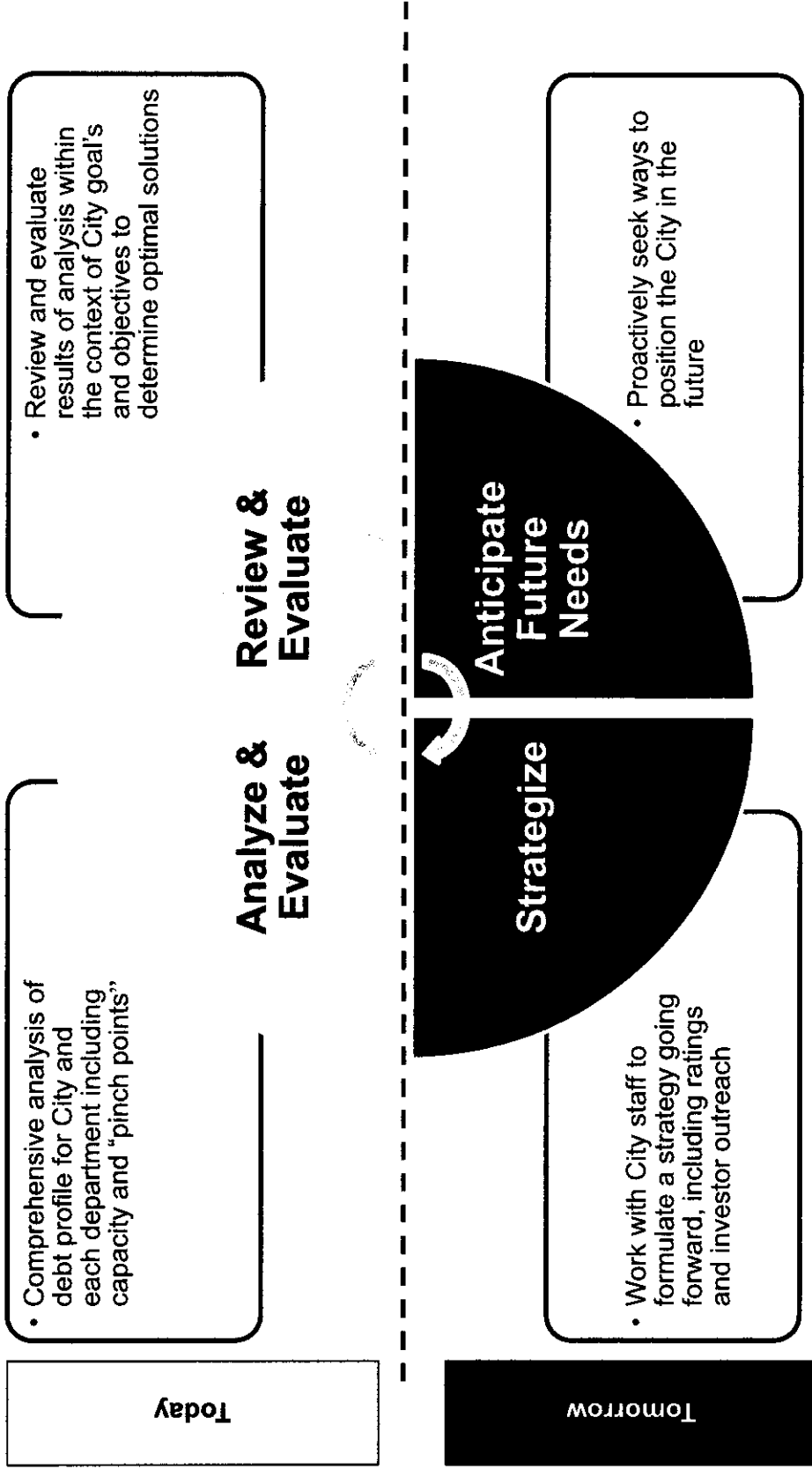


Why HilltopSecurities?

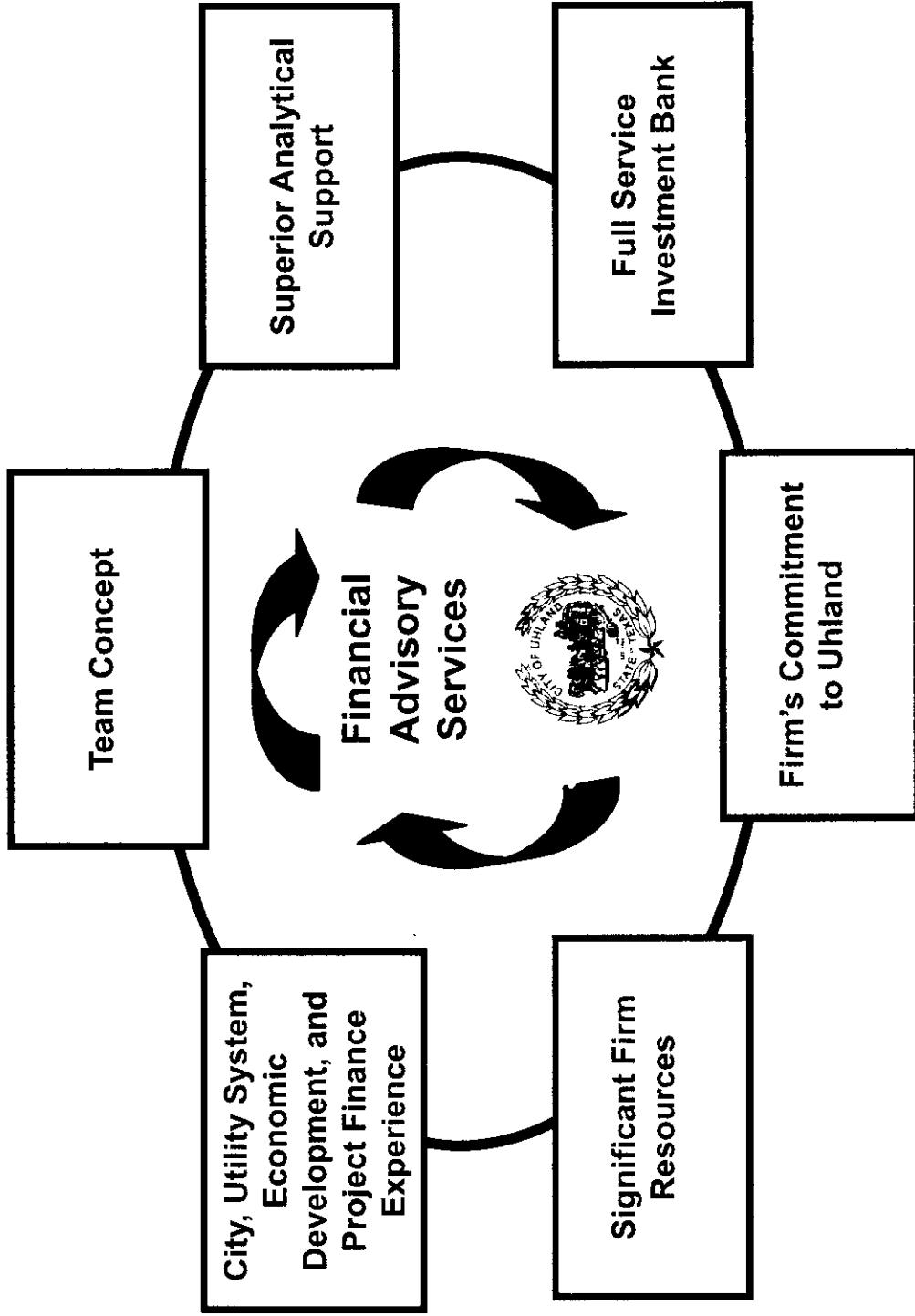


Working Together to Build Today and Tomorrow

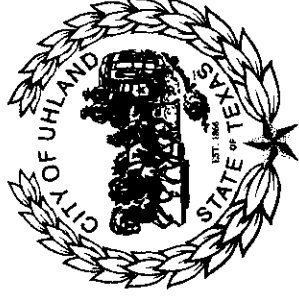
We would be honored to work side-by-side with the City in its commitment to becoming a benchmark City in the State of Texas



Full Service Financial Advisory Approach

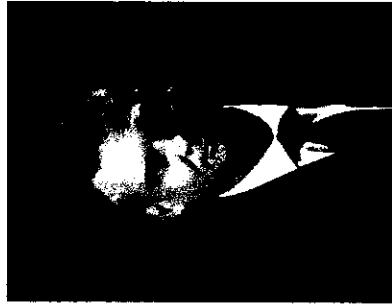


Financial Advisory Team



Jim Sabonis

Managing Director



Areas of Focus

- Specializes in public finance, economic development and public/private partnerships

Profile

- Joined the firm in 1992
- Has been in the securities industry since 1984
- Provides financial advisory services to approximately 50 governmental entities and over 30 of the largest Texas and National real estate development firms. Clients include: cities, counties, economic development corporations, tax increment reinvestment zones, utility districts, municipal management districts, public improvement districts, master planned community developers, urban revitalization developers, mall developers, sports facilities, and higher education institutions
- Industry leader in designing and funding public / private partnerships
- Involved in many of the most significant economic development monetization processes for economic development
- Developed and implemented many economic development monetization processes for economic development
- Financed numerous Dallas Business Journal real estate deals of the year
- Experienced in advising municipalities on actions that strengthen their financial positions and on debt structures that complement their long-range strategic plans
- Develops and implements leading edge creative and cost-effective financing structures
- Proven innovator of new financial instruments and value-added financing techniques, as evidenced by his successful origination and implementation of a variety of unique first-time financing processes, transactions, and solutions

Education

- Bachelor of Arts in Finance and Economics, University of Texas at Dallas
- Masters of Business Administration in Corporate Finance, University of Dallas

Current Affiliations

- Financial Analysts Federation, member

Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
- General Securities Representative, Series 7
- Municipal Advisor Representative, Series 50
- Uniform Securities Agent, Series 63
- Investment Banking Representative, Series 79

Contact Information:

1201 Elm Street

Suite 3500

Dallas, Texas 75270

Telephone: 214.953.4915

jim.sabonis@hilltopsecurities.com

Andre Ayala

Director



Areas of Focus

- Specializes in providing financial advisory services for a variety of clients with a focus on City, County, Special District and School District public finance; economic development; and public/private partnerships

Profile

- Joined firm in 2007.
- Primary focus is Texas, Mr. Ayala works with a variety of clients throughout the state. Mr. Ayala also works on select economic development and public/private partnership projects throughout the country.
- Structures and sizes bond issues, provides quantitative financial analyses, models innovative financing structures, analyzes credit and cash flow, reviews legal documentation, prepares rating agency and bond insurer presentations, obtains credit enhancement, and contributes to the general processing of financings.
- Since joining the firm, Mr. Ayala has structured over 500 transactions for a total par amount of approximately \$5 billion.
- Actively participates in private placement of municipal debt with banking institutions, or federal and state government agencies such as the Texas Water Development Board and the United States Department of Agriculture.
- Member of Hilltop Securities Inc. special district credit committee.
- Registered in Texas, Colorado, Michigan and Oklahoma.
- Mr. Ayala is fluent in Spanish and proficient in French.

Education

- Bachelor of Arts in Economics, University of Texas at Austin
- Bachelor of Business Administration in Finance, University of Texas at Austin

Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - General Security Representative, Series 7
 - Municipal Advisor Representative, Series 50
 - Uniform Securities Agent, Series 63
 - Investment Banking Representative, Series 79

Contact Information:

1201 Elm Street

Suite 3500

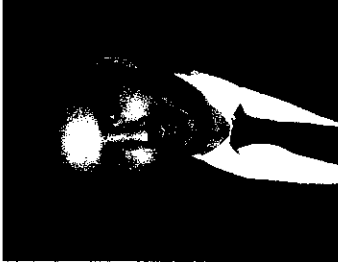
Dallas, Texas 75270

Telephone: 214.953.4184

andre.ayala@hilltopsecurities.com

Jorge Delgado

Assistant Vice President



Areas of Focus

- Specializes in financial advisory and analytical support for public finance engagements

Profile

- Joined the firm in 2013
- Responsible for providing financial advisory and analytical support for various types of client engagements such as cities, public improvement districts, municipal utility districts, utilities, counties, school districts, and higher education clients.
- Assists with the entire bond issuance process including bond sizing, spreadsheet modeling, refunding analyses, document preparation and review for debt offerings, credit analysis and continuing disclosure
- Participates in the private placement of municipal debt with banking institutions and state government agencies such as the Texas Water Development Board
- Mr. Delgado is fluent in Spanish

Contact Information:

1201 Elm Street
Suite 3500
Dallas, Texas 75270

Telephone: 214.859.1714
jorge.delgado@hilltopsecurities.com

Education

- Bachelor of Business Administration in Finance, Minor in Economics, University of Texas at San Antonio
- Master of Business Administration with a Finance concentration, University of Texas at El Paso

Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - General Securities Representative, Series 7
 - Municipal Advisor Representative, Series 50
 - Municipal Securities Representative, Series 52
 - Uniform Securities Agent, Series 63

Disclaimer

This communication is intended for issuers for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product or service. Financial transactions may be dependent upon many factors such as, but not limited to, interest rate trends, tax rates, supply, change in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of such changes in such assumptions may be material and could affect the projected results. Any outcome or result HilltopSecurities, or any of its employees, may have achieved on behalf of our clients in previous matters does not necessarily indicate similar results can be obtained in the future for current or potential clients. HilltopSecurities makes no claim the use of this communication will assure a successful outcome. This communication is intended for institutional use only. For additional information, comments or questions, please contact Hilltop Securities Inc.

Municipal Advisor Disclosure Statement

This disclosure statement is provided by Hilltop Securities Inc. ("the Firm") and provides information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to potential clients pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to clients, which includes a duty of loyalty to clients in performing all municipal advisory activities for clients. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with clients and to act in the client's best interests without regard to the Firm's financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm's arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate First Southwest Advisory, provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers two government investment pools for Texas governments; the Short-Term Asset Reserve Fund (TexSTAR) and the Local Government Investment Cooperative (LOGIC). These programs offer Texas government entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

Municipal Advisor Disclosure Statement

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of clients that may from time to time have interests that could have a direct or indirect impact on the interests of other clients. For example, the Firm serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to all of its municipal advisory clients. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to any specific client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of its clients, and therefore the Firm could have interests in conflict with a client with respect to the value of the client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire a municipal advisory client's securities issued in an issue under a municipal advisory agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the client in that it could create the incentive for the Firm to make recommendations to the client that could result in more advantageous pricing of the client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to any client under a municipal advisory agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Firm's municipal advisory clients, may be undertaken on behalf of, or as counterparty to, the client, personnel of the client, and current or potential investors in the securities of the client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Firm's municipal advisory clients, such as when their buying or selling of the municipal advisory client's securities may have an adverse effect on the market for the municipal advisory client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to the municipal advisory client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to its municipal advisory client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to its clients, or to advise clients to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by the client and the Firm of, among other things, the expected duration and complexity of the transaction and the scope of municipal services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Municipal Advisor Disclosure Statement

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to a client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage..
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. FirstSouthwest's engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.

II. How to Access Form MA and Form MA-I Filings The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

Public Improvement Districts Financing Projects – Tasks and Processes

- 1) Developer cost reimbursement**
 - a) Developer executes agreement committing to pay City's costs
 - b) Developer funds budgeted City's costs into escrow
 - i. City fee
 - ii. Planning review
 - iii. Engineering review
 - iv. Legal review
 - v. City's consultant's fees

- 2) Define land area and boundaries**
 - a) District boundary versus land owner boundary
 - i. In city limits
 - ii. In ETJ
 - iii. In unincorporated area

- 3) Understand Scope of Project**
 - a) Review detailed conceptual plan for the Project
 - b) Review City PID Policy and determine if proposed project meets policy requirements
 - c) Determine justification for creation of assessment district and levy of assessments (affordable housing, higher quality development, other strategic goals, expanded variety and scope of housing options, isolation of City's incremental cost and transfer to landowner)
 - d) Define land use, zoning, density, and absorption
 - i. Understand build out pro forma (development timing - evolution from land to lots to finished product)
 - ii. Total unit count and/or square footage by product type and phase
 - iii. Development timing; projected absorption of units and/or square footage by phase for the life of the development

- 4) Incremental Revenues**
 - a) Assessments
 - b) Ad valorem taxes
 - c) Sales taxes
 - d) Fees
 - e) Other taxes and fees

- 5) Capital Requirements**
 - a) Engineering and cost estimates based on agreed-upon land use plan and development timing
 - i. Water
 - ii. Sewer
 - iii. Drainage
 - iv. Roads

- v. Public Safety
 - vi. Parks
 - vii. Other
- b) Input from Developer and Developer's Engineers for internal and major Improvement Costs
- i. Water
 - ii. Sewer
 - iii. Drainage
 - iv. Roads
 - v. Public Safety
 - vi. Parks
 - vii. Other
- c) Input from City Engineers for external (offsite) costs – impact of development on the City
- i. Water
 - ii. Sewer
 - iii. Drainage
 - iv. Roads
 - v. Public Safety
 - vi. Parks
 - vii. Other
- d) Allocation of costs between developer and City based on statutes and impact on existing citizens (Traffic Impact Studies, Utility Volumes Allocations, etc.)
- i. Water
 - ii. Sewer
 - iii. Drainage
 - iv. Roads
 - v. Public Safety
 - vi. Parks
 - vii. Other
- e) Input from Developer and Developer's Engineers for internal and major Improvement Costs
- i. Water
 - ii. Sewer
 - iii. Drainage
 - iv. Roads
 - v. Public Safety
 - vi. Parks
 - vii. Other

- 6) Operating Costs (Offsite and Internal)**
 - a) Water
 - b) Sewer
 - c) Drainage
 - d) Roads
 - e) Public Safety
 - f) Parks
 - g) Other

- 7) Develop Comprehensive Financial Model**
 - a) City
 1. Debt issuance
 2. Operations
 3. Maintenance
 4. Administration
 - b) District
 1. Operations
 2. Maintenance
 3. Administration

- 8) Financial model**
 - a) Develop
 - b) Present
 - c) Negotiate
 - d) Revise
 - e) Finalize
 - f) Strategic agreement

- 9) Development Agreement**
 - a. Develop "Win-Win" Agreement
 - b. Present
 - c. Negotiate
 - d. Revise
 - e. Finalize
 - f. Strategic agreement

- 10) Landowner submits petition to City for creation of PID**

- 11) City accepts petition and calls a Public Hearing on the PID creation**

- 12) City conducts Public Hearing and approves creation of PID by resolution**

- 13) **Service and Assessment Plan**
- 14) **Reimbursement Agreement (if applicable)**
- 15) **Draft Preliminary Official Statement (POS) if bonds will be issued**
- 16) **City approves POS and release for bond marketing**
- 17) **PID bonds are priced**
- 18) **City approves PID bond sale**
- 19) **Transaction closes and funds placed into Trust Account**
- 20) **City approves initial disbursement of funds for costs of issuance at closing from Trust Account**
- 21) **Ongoing Administration and Reporting (City and PID Administrator)**
- 22) **City Manages Funds in Trust Account (City and PID Administrator)**
- 23) **SEC Disclosure Reporting (if bonds have been issued / City and PID Administrator)**
 - a) City
 1. Quarterly until buildout
 2. Annually for life of bonds
 - b) Developer
 1. Quarterly until buildout
- 24) **IRS Arbitrage Rebate Compliance (if bonds have been issued / City and PID Administrator)**



HilltopSecurities

A Hilltop Holdings Company.

Contacts

Jim Sabonis

Managing Director
1201 Elm Street, Suite 3500
Dallas, Texas 75270
Direct: 214.953.4195
Fax: 214.953.4050
jim.sabonis@hilltopsecurities.com

Andre Ayala

Director
1201 Elm Street, Suite 3500
Dallas, Texas 75270
Direct: 214.953.4184
Fax: 214.953.4050
andre.ayala@hilltopsecurities.com

Jorge Delgado

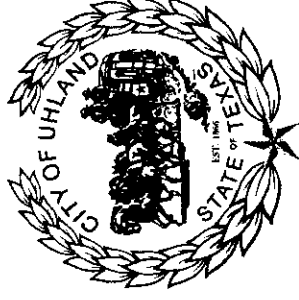
Assistant Vice President
1201 Elm Street, Suite 3500
Dallas, Texas 75270
Direct: 214.859.1714
Fax: 214.953.4050
jorge.delgado@hilltopsecurities.com



Introduction to Public Improvement Districts City of Uhlend, Texas

August 7, 2019

Introduction to Public Improvement Districts (PIDs)



Introduction to Public Improvement Districts – Overview

- A PID is a defined area within a City/County/Special District created upon the petition of the majority of the landowners. PIDs can be created within a City's extra-territorial jurisdiction (ETJ).
 - Projects or services within the PID are for the benefit of the PID and paid for through special assessments levied on property owners within the PID
 - Special assessments are apportioned among the property owners within the PID based on a benefit analysis
- In the case of cities, PIDs are created and governed by the City Council
- PIDs are NOT separate political subdivisions
- PIDs can be used to finance water, sewer, drainage, roads, police, fire, parks, and other development enhancements
- PIDs require a Service and Assessment Plan (SAP) which describes the projects, services, assessment levels, methodology for apportionment of assessments, assessment rolls, etc.
- PIDs are self funding areas which do not require financial support of the community as a whole

Introduction to Public Improvement Districts – Special Assessments

- PID revenues are generated solely through special assessments levied against property owners within the PID apportioned on a fair and logical basis
- Special assessments create a lien on the property
- Special assessments are junior to property taxes imposed by City and other overlapping jurisdictions, but senior to mortgages or other financing
- Special assessments must be paid regardless of whether property has been developed, remains vacant or is occupied
- Special assessments are NOT ad valorem taxes and levied on fixed dollar amounts, however they are based and calculated on “tax rate equivalent limitations”
 - For example, if the expected value of a property is \$100,000, special assessment annual installments are calculated based on that expected value
 - \$0.50 tax rate equivalent installments on a \$100,000 property = \$500/year installments

Introduction to Public Improvement Districts – Special Assessments

- Special assessments can be levied for capital projects or maintenance and operations
- Special assessments levied for capital projects can be prepaid at any time
- Special assessments levied for capital projects may be subject to interest and are amortized over a specified period of time
- Special assessments levied for capital projects can be used to monetize future cash flow for the issuance of bonds to fund project costs or can be used for reimbursement of project costs
- Special assessments levied for maintenance and operations are levied for annual costs subject to change on an annual basis (maintenance of facilities, administration, cost of collection, financial reporting, etc.)

Introduction to Public Improvement Districts – Bonds

- Cities can issue bonds secured by special assessment revenues levied against property owners within the PID – special and limited revenue bonds
- Special Assessment Revenue PID Bonds do not encumber the City's assets or general revenues (such as property taxes or utility system revenues)
- PID Bonds are solely secured by special assessment revenues and the City's ability to foreclose on the assessed property in the event the property owner doesn't pay annual installments for special assessments levied
- City is liable for administrative responsibilities just as it would be for any other City debt such as general obligation bonds or utility system revenue bonds
- City is responsible for:
 - Administration
 - Levy of assessments
 - Foreclosure in the event of non-payment
 - Disclosure (property owners, bondholders, citizens, etc.)
 - Reporting (Securities and Exchange Commission rules, IRS, City audit, etc.)

Why would a Developer want a PID?

- PIDs can be used as funding vehicles to substitute private funding and to increase profitability (internal rate of return)
- PIDs allow transfer or repayment for infrastructure costs to future property owners
- A PID is the most powerful economic development tool as it allows financing of infrastructure with tax-exempt debt upfront and allows the monetization of future revenues such as tax increment reinvestment zone (TIRZ) revenues or other fees
- Level the playing field with: other cities/communities, ETJ development (MUDs), other publicly financed communities
- Potential increase in development quality (i.e. amenities, etc.)
- Example
 - 100 lots
 - Land Cost \$10,000/lot and development cost is \$25,000/lot
 - Total cost of project is \$3,500,000
 - Lot sales at \$45,000/lot would yield gross profit of \$10,000/lot or \$1,000,000
 - If a PID is used to either fund all or a portion of development cost upfront/reimburse developer profitability is increased
 - For example, if PID is able to finance or reimburse \$15,000/lot, the profitability increases to \$25,000/lot or \$2,500,000 (more than 100%)

Why would a City allow/create a PID?

- Growth in tax base
- Annexation of land within the ETJ
- Acquisition of CCN (right to serve water/sewer)
- Stop proliferation of independent districts around City (MUDs)
- Partnership with developers for major infrastructure costs that benefit community as a whole
- Transfers of major development costs/risk to developers
- Incentivize quality/special development within or around the City

What does Hilltop do for the City?



HilltopSecurities Economic Development Finance Expertise

- HilltopSecurities has unparalleled economic development finance experience and is the leading financial advisor for City and Subsidiary Corporations economic development projects in Texas.
- The team assigned to work with Umland is the leader in empowering Texas cities to understand PIDs in order to be able to negotiate and benefit from these vehicles.
- The team is known for working on partnerships and win/win scenarios where both cities and developers achieve their goals.
- Over 60% market share for PID bonds in the State of Texas. Mr. Sabonis and Mr. Ayala have over 35% market share for PID bonds in the State of Texas.
- Mr. Sabonis assisted with the structuring of the first modern PID Bond in 2007. Mr. Sabonis assisted with the structuring of the first PID/TIRZ Bond in 2014. Both Mr. Sabonis and Mr. Ayala perfected the PID/TIRZ structure now commonly utilized in the State of Texas.

Disclaimer

This communication is intended for issuers for educational and informational purposes only and does not constitute legal or investment advice, nor is it an offer or a solicitation of an offer to buy or sell any investment or other specific product or service. Financial transactions may be dependent upon many factors such as, but not limited to, interest rate trends, tax rates, supply, change in laws, rules and regulations, as well as changes in credit quality and rating agency considerations. The effect of such changes in such assumptions may be material and could affect the projected results. Any outcome or result HilltopSecurities, or any of its employees, may have achieved on behalf of our clients in previous matters does not necessarily indicate similar results can be obtained in the future for current or potential clients. HilltopSecurities makes no claim the use of this communication will assure a successful outcome. This communication is intended for institutional use only. For additional information, comments or questions, please contact Hilltop Securities Inc.

Municipal Advisor Disclosure Statement

This disclosure statement is provided by Hilltop Securities Inc. ("the Firm") and provides information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to potential clients pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm's conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to clients, which includes a duty of loyalty to clients in performing all municipal advisory activities for clients. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with clients and to act in the client's best interests without regard to the Firm's financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm's arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate First Southwest Advisory, provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer's annual filings and public notification of material events. The Firm administers two government investment pools for Texas governments; the Short-Term Asset Reserve Fund (TexSTAR) and the Local Government Investment Cooperative (LOGIC). These programs offer Texas government entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

Municipal Advisor Disclosure Statement

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of clients that may from time to time have interests that could have a direct or indirect impact on the interests of other clients. For example, the Firm serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to all of its municipal advisory clients. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to any specific client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of its clients, and therefore the Firm could have interests in conflict with a client with respect to the value of the client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire a municipal advisory client's securities issued in an issue under a municipal advisory agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with the client in that it could create the incentive for the Firm to make recommendations to the client that could result in more advantageous pricing of the client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to any client under a municipal advisory agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Firm's municipal advisory clients, may be undertaken on behalf of, or as counterparty to, the client, personnel of the client, and current or potential investors in the securities of the client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Firm's municipal advisory clients, such as when their buying or selling of the municipal advisory client's securities may have an adverse effect on the market for the municipal advisory client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to the municipal advisory client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to its municipal advisory client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to its clients, or to advise clients to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by the client and the Firm of, among other things, the expected duration and complexity of the transaction and the scope of municipal services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Municipal Advisor Disclosure Statement

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures:

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to a client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage..
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. FirstSouthwest's engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

City of Umland, Texas

Appendix D

Financial Advisory Services Contract

Appendix D



MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the “Agreement”) is made and entered into by and between City of Umland, Texas (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

WHEREAS, in connection with the authorization, sale, issuance and delivery of such municipal securities, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

WHEREAS, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer’s issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

A. **Scope of Services and Discharge of Responsibilities.**

1. *Scope of Services.*

(a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in **Appendix A** hereto (the “Municipal Advisory Services”). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer’s independent registered municipal advisor (“IRMA”) pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the “Scope of Services” hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities (“Non-Municipal Advisor Services”), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for

any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with HilltopSecurities' Duties.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice.*** The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information

HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. ***Representations and Certifications.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer's municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

B. Services as Independent Registered Municipal Advisor.

1. ***Designation as IRMA and Scope of Designation.***

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer's IRMA for purposes of Securities Exchange Commission ("SEC") Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities' duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself, cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities

would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services (“Joint Municipal Advisory Services”), whether engaged jointly with or separately from HilltopSecurities (a “Co-Municipal Advisor”), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor’s fiduciary or other duties as municipal advisor to the Issuer.

2. ***HilltopSecurities Not Responsible for Independence from Third Parties.*** Notwithstanding HilltopSecurities’ status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board (“MSRB”) rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.

3. ***Recommendations Provided by Third Parties Relying on IRMA Exemption.*** The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or

approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer's written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

C. Limitations on Scope of Engagement.

1. ***Express Limitations.*** The Scope of Services with respect to HilltopSecurities' engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities' service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. ***Issuer Consent to Limitation in Scope.*** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

D. Change in Scope of Services. The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

E. Non-Municipal Advisory Activities Related to Scope of Services. The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

SECTION II TERM AND TERMINATION

A. Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of

the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

B. Termination of this Engagement. This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION III COMPENSATION, EXPENSES, LIABILITY AND OTHER FINANCIAL MATTERS

A. Compensation. The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in Appendix B hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive. If at any time the Issuer becomes concerned that, notwithstanding its initial belief that the compensation arrangements set forth in this Agreement are reasonable, the actual amount of compensation to be paid in accordance with such arrangements for any particular matter during the course of this engagement may potentially become excessive, the Issuer shall immediately notify HilltopSecurities in writing of its concern in that regard.

B. Expenses. HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.

C. Third-Party Payments. The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).

D. No Custody of Issuer Funds. This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.

E. Limitation on Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of HilltopSecurities or any of its associated persons, HilltopSecurities and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder or for any error of judgment, mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

**SECTION IV
REQUIRED DISCLOSURES**

- A. Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.** The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as **Appendix C**, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the "Conflict Disclosures"), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.
- B. Waiver of Disclosed Conflicts of Interest.** By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.
- C. Consent to Electronic Delivery of Disclosures.** By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer at city@uhlandtx.us, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities.

**SECTION V
MISCELLANEOUS**

- A. Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. Venue is in a [Hays County], Texas State District Court.
- B. Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- C. Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.
- D. Anti-Boycott Israel Verification.** Pursuant to Texas Government Code Chapter 2270, as amended, HilltopSecurities verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither HilltopSecurities, its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
- E. Foreign Terrorist Organizations.** Pursuant to Texas Government Code, Chapter 2252, as amended, HilltopSecurities represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither HilltopSecurities, its parent companies, nor its

common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

Signature page follows

HILLTOP SECURITIES INC.

CITY OF UHLAND, TEXAS

By: _____
Jim Sabonis
Managing Director

By: _____

Name _____

By: _____
Andre Ayala
Director

Title: _____

Date: _____

APPENDIX A MUNICIPAL ADVISORY SERVICES

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an "issuance") shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information.*** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including

applicable economic data) which might normally be expected to influence interest rates or bidding conditions relevant to setting an appropriate date and time for the sale of the issuance.

5. ***Elections.*** In the event it is necessary to hold an election to authorize the contemplated issuance, assisting in coordinating the assembly of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices and certificates in connection with the election, including assistance in the transmission of such data to the Issuer's bond counsel.

Debt Management and Financial Implementation for New Issuance

6. ***Method of Sale.*** Evaluating the particular financing being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make a recommendation as to an appropriate method of sale, and:

- a. If the issuance is to be sold by a competitive sale:
 - (1) Supervising the sale of the municipal securities;
 - (2) Disseminating information to prospective bidders, organizing such informational meetings as may be necessary, and facilitating prospective bidders' efforts in making timely submission of proper bids;
 - (3) Assisting the staff of the Issuer in coordinating the receipt of bids, the safekeeping of good faith checks and the tabulation and comparison of submitted bids;
 - (4) Advising the Issuer regarding the best bid and provide advice regarding acceptance or rejection of the bids; and
 - (5) Obtaining CUSIP numbers on behalf of the Issuer.
- b. If the issuance is to be sold by negotiated sale:
 - (1) Recommending for the Issuer's final approval and acceptance one or more investment banking firms, as sole underwriter or as managers of an underwriting syndicate, for the purpose of negotiating the purchase of the municipal securities;
 - (2) Cooperating with and assisting any selected sole or managing underwriter and its counsel, as well as any disclosure counsel retained by the Issuer, in connection with the preparation of any preliminary or final official statement or offering memorandum. HilltopSecurities will cooperate with and assist the underwriters in the preparation of a bond purchase contract, an underwriters' agreement and other related documents;
 - (3) Assisting the staff of the Issuer in the safekeeping of any good faith checks and providing a cost comparison to the then-current market of expenses, interest rates and prices which are proposed by the underwriters;
 - (4) Advising the Issuer on the fairness of the price offered by the underwriters;

(5) Advising the Issuer in connection with any terms and conditions it may wish to establish with respect to order priorities and other similar matters relating to the underwriting of the new issuance;

(6) If the new issuance will have a retail order period, advising the Issuer on retail eligibility criteria and other features of the retail order period and reviewing information provided by the underwriters to the Issuer in connection with retail orders received; and

(7) At the request of the Issuer, reviewing required disclosures by underwriters to the Issuer relating to their role as underwriter, conflicts of interests, material terms and risks of the issuance, and any other matters, and providing any appropriate advice to the Issuer in connection with such disclosures.

7. ***Offering Documents for Competitive Offerings.*** Coordinating the preparation of the notice of sale and bidding instructions, preliminary official statement (including cooperating with and assisting any disclosure counsel retained by the Issuer), official bid form and such other documents as may be required and submitting all such documents to the Issuer for examination, approval and certification. After such examination, approval and certification, HilltopSecurities shall provide the Issuer with a supply of all such documents sufficient to its needs and distribute sets of the same to prospective bidders for the municipal securities. HilltopSecurities also shall provide copies of the final official statement to the winning bidder purchasing the municipal securities in the MSRB-designated electronic format and in accordance with the notice of sale and bidding instructions promptly after the Issuer approves the final official statement for distribution.

8. ***Credit Ratings.*** Making recommendations to the Issuer on the advisability of obtaining one or more credit ratings for the issuance and, when directed by the Issuer, coordinating the preparation of such information as may be appropriate for submission to any rating agency. In those cases where the advisability of personal presentation of information to a rating agency may be indicated, HilltopSecurities will arrange for such personal presentations, utilizing such composition of representatives from the Issuer as may be approved or directed by the Issuer.

9. ***Trustee, Paying Agent, Registrar, Professionals and Other Transaction Participants.*** Upon request, providing advice to the Issuer in the selection of a trustee and/or paying agent/registrar, legal, accounting or other professionals, and other transaction participants relating to any issuance, and assisting in the negotiation of agreements pertinent to these services and the fees incident thereto.

10. ***Financial Publications.*** When appropriate, advising financial publications of the forthcoming sale of the municipal securities and providing them with all pertinent information.

11. ***Consultants.*** After consulting with and receiving directions from the Issuer, arranging for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the issuance.

12. ***Auditors.*** In the event formal verification by an independent auditor of any calculations incident to the issuance is required, making arrangements for such services.

13. **Issuer Meetings.** Attending meetings of the governing body of the Issuer, its staff, representatives or committees as requested when HilltopSecurities may be of assistance or service and matters within the scope of this engagement are to be discussed.

14. **Printing.** To the extent authorized by the Issuer, coordinating all work incident to printing or final production, physical or electronic, of the offering documents.

15. **Bond Counsel.** Maintaining liaison with bond counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the municipal securities.

16. **Changes in Laws.** Providing to the Issuer copies of proposed or enacted changes in federal and state laws, rules and regulations having, or expected to have, a significant effect on the municipal bond market of which HilltopSecurities becomes aware in the ordinary course of its business, it being understood that HilltopSecurities does not and may not act as an attorney for, or provide legal advice or services to, the Issuer.

17. **Delivery of the Municipal Securities.** As soon as a bid for the purchase of a competitive issuance is accepted by the Issuer or the bond purchase contract for a negotiated issuance is signed by the Issuer, coordinating the efforts of all concerned to the end that the municipal securities may be delivered and paid for as expeditiously as possible and assisting the Issuer in the preparation or verification of final closing figures incident to the delivery of the municipal securities.

18. **Debt Service Schedule; Authorizing Resolution.** After the closing of the sale and delivery of the issuance, delivering to the Issuer a schedule of annual debt service requirements for the issuance and, in coordination with bond counsel, assuring that the paying agent/registrar and/or trustee has been provided with a copy of the authorizing ordinance, order or resolution.

19. **Continuing Disclosure.** Providing advice to the Issuer with regard to its continuing disclosure undertakings for its new issuances and its selection of a dissemination agent under its continuing disclosure undertakings; provided that, upon the mutual agreement of the Issuer and HilltopSecurities, HilltopSecurities may serve as dissemination agent under one or more of the Issuer's continuing disclosure undertakings upon such terms as the parties shall agree, with such service as dissemination agent being expressly excluded from the scope of this Agreement.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. HilltopSecurities shall provide baseline on-going advice to the Issuer on any outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. **Exercising Calls.** Providing advice and assistance to the Issuer with regard to exercising any calls of outstanding municipal securities unrelated to a refunding of such securities.

2. **Refundings and Tender Offers.** Providing advice to the Issuer with regard to opportunities for refundings of outstanding issuances or to make tender offers for outstanding issuances, whether by means of a new issuance, bank loans, or other funds of the Issuer, but not including serving as advisor in connection with the specific transaction through which such refunding or tender offer is effected. Transaction-based advice in connection with a specific new issuance of bonds to effectuate any such refunding or tender offer would be provided within the scope of Municipal Advisory Services for new issuances described in Section I above. Transaction-based advice in

connection with a specific bank loan or other transaction to effectuate any such refunding or tender offer, other than by means of a new issuance of bonds would be provided pursuant to a separate agreement as described in Section IV below.

3. ***Continuing Disclosure.*** Providing advice to the Issuer with regard to continuing disclosure undertakings for outstanding issuances; processes, policies and procedures to comply with continuing disclosure undertakings; and coordination of continuing disclosure obligations arising from different continuing disclosure undertakings for its various issuances. However, the preparation of continuing disclosure documents, other than in the capacity of dissemination agent under a continuing disclosure undertaking, would be provided within the scope of other services described in Section V. below.

III. Particularized Services on Outstanding Issuances of Municipal Securities. HilltopSecurities may provide to the Issuer certain additional advisory or related services in connection with particular outstanding issuances or matters affecting multiple outstanding issuances throughout the term of this Agreement, which may include, depending on the specific circumstances of such issuance and any request or direction of the Issuer:

1. ***Other Post-Sale Services.*** Reviewing the transaction features and documentation of outstanding issuances with legal counsel for the Issuer, bond counsel, auditors and other experts and consultants retained by the Issuer and assisting in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters, or other services related to one or more outstanding issuances as may be agreed to by the Issuer and HilltopSecurities.

2. ***Brokerage of Municipal Escrow Investments.*** At the request of the Issuer, brokering the purchase of municipal escrow investments in connection with a refunding of an outstanding issuance, together with any recommendations by HilltopSecurities (but not by Hilltop Securities Asset Management, LLC as an investment adviser) with respect to such brokerage.

IV. Services as Independent Registered Municipal Advisor (“IRMA”). At the written request of the Issuer, HilltopSecurities shall, as the Issuer’s IRMA, review and provide advice to the Issuer in connection with any recommendations, proposals, ideas or matters suggested or otherwise communicated by a third party to the Issuer with respect to the same aspects of the issuance of municipal securities or municipal financial products that are within the scope of Municipal Advisory Services. There are no aspects of the issuance of municipal securities or municipal financial products that are outside the scope of Municipal Advisory Services set forth in this Appendix.

V. Other Services Relating to Municipal Securities. HilltopSecurities agrees to make available to the Issuer other services relating to municipal securities, when so requested by the Issuer and subject to the agreement by Issuer and HilltopSecurities regarding the specific requirements with respect to such services, which requirements shall be made part of the scope of Municipal Advisory Services and included in this Appendix as an amendment or addendum, which services may include, without limitation:

1. ***Capital Improvement Programs.*** Providing advice and assistance in the development of any capital improvement programs of the Issuer.

2. ***Long-Range Planning.*** Providing advice and assistance in the development of other long-range financing plans of the Issuer.

3. ***Refundings and Tender Offers.*** Providing advice and assistance in executing a refunding or tender offer of an outstanding issuance other than by means of refunding bonds, such as by means of a bank loan or other funds of the Issuer.

4. ***Continuing Disclosure Documents.*** Preparing and providing advice with regard to the content of continuing disclosure documents in compliance with the Issuer's continuing disclosure undertakings for its outstanding issuances, other than in the capacity of dissemination agent under a continuing disclosure undertaking.

* * * * *

As provided in paragraph D of Section I of the Agreement, amendments to this Appendix A may be effected by replacement of this Appendix A with a new version hereof or by the addition of an addendum to this Appendix A, and this Appendix A, as it may have been amended, shall be dated and effective as of the most recent of the date set forth in any such amendment or the date set forth in any addendum to this Appendix A.

**APPENDIX B
FORM AND BASIS OF COMPENSATION**

This Appendix B sets out the form and basis of compensation to HilltopSecurities for the Municipal Advisory Services provided under this Agreement as set forth in Appendix A; provided that the compensation arrangements set forth in this Appendix B shall also apply to any additional services hereafter added to the scope of the Municipal Advisory Services, unless otherwise provided in the amendment to the Agreement relating to such change in scope of Municipal Advisory Services as provided in paragraph D of Section I of the Agreement.

I. New Issuances of Municipal Securities. The fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section I of Appendix A hereto for each new issuance of municipal securities will not exceed those contained in our fee schedule as listed below:

Traditional Municipal Securities (including general obligation bonds, certificates of obligation, tax notes, utility system revenue bonds and notes, and sales tax revenue bonds)

Base Fee of \$[_,_] for any issue; plus [_._%] of the par amount of the municipal securities issued up to \$[_,000,000]; plus [_._%] of the par amount of the municipal securities issued for amounts over \$[_,000,000].

The above charges shall be multiplied by [_._] for an issuance of municipal securities for which HilltopSecurities prepares an application to a federal or state government agency or for the issuance of variable rate bonds, refunding bonds or revenue bonds reflecting the additional services required.

Economic Development Municipal Securities (including, but not limited to: assessment revenue bonds; moral obligation/appropriation bonds; tax increment reinvestment zone revenue bonds; certificates of obligation/tax notes including a pledge of assessment revenues/tax increment reinvestment zone revenues, sales tax revenues, or other revenue associated with economic development)

Base Fee of \$[_,_] for any issue; plus [_._%] of the par amount of the municipal securities issued.

In the event traditional municipal securities are associated with a development project, the fee schedule preceding this paragraph shall apply.

The payment of charges as set forth in this Section I for new issuances shall be contingent upon the delivery of the new issuance and shall be due at the time that the municipal securities are delivered.

II. Baseline Advice on Outstanding Issuances of Municipal Securities. There shall be no additional fees due HilltopSecurities in connection with the Municipal Advisory Services set forth in Section II of Appendix A hereto, with the understanding that such services are integral to HilltopSecurities' engagement as municipal advisor to the Issuer and HilltopSecurities shall be compensated for such services through and as part of the fees paid for the other services provided by HilltopSecurities hereunder.

III. Particularized Services on Outstanding Issuances of Municipal Securities. In connection with Other Post-Sale Services described in Section III of Appendix A hereto, HilltopSecurities shall charge a fee based on an hourly rate for services rendered in accordance with the following schedule:

Managing Director or above	\$[] per hour
Director	\$[] per hour
Vice President	\$[] per hour
Assistant Vice President	\$[] per hour
Associate/Analyst	\$[] per hour
Administrative Staff	\$[] per hour

In connection with the brokerage of municipal escrow investments described in Section III of Appendix A hereto, HilltopSecurities shall charge a commission that is normal and customary for investments of that type under then-current market conditions and shall disclose such commission to the Issuer so that the Issuer may consider the information in making its investment decision.

IV. Third-Party Recommendations, Proposals, Ideas or Other Matters as IRMA. In connection with its review of and advice on third-party recommendations to Issuers as an IRMA as described in Section IV of Appendix A hereto, HilltopSecurities shall charge a fee based on an hourly rate for services rendered in accordance with the schedule included above in Section III of this Appendix.

V. Other Services Relating to Municipal Securities. In connection with any services described in Section V of Appendix A hereto requested by the Issuer and agreed to by HilltopSecurities, the fees due with respect to any such services shall be as agreed to by the parties hereto, which terms shall be made part of the compensation provided under this Agreement and shall be included in this Appendix as an amendment or addendum hereto.

VI. Expenses. The Issuer shall be responsible for the following expenses in connection with the Municipal Advisory Services (including any additional services hereafter added to the scope of the Municipal Advisory Services), if and when applicable, whether they are charged to the Issuer directly as expenses or charged to the Issuer by HilltopSecurities as reimbursable expenses: bond counsel fees and expenses, bond printing costs, bond ratings fees and expenses, structuring fees/costs, credit enhancement fees and expenses, accountant fees for verifications and related activities in connection with refundings, official statement preparation and printing, paying agent/registrar/trustee fees and expenses, travel (only when acknowledged by Issuer; otherwise not applicable) expenses, underwriter and underwriter’s counsel fees and expenses, and other miscellaneous expenses incurred by HilltopSecurities in the furtherance of any matter for which it serves as municipal advisor, including copy, delivery, phone and other charges normally incurred in connection with engagements of this type.

The Issuer agrees that any expense that it requests that HilltopSecurities pay to any third party on the Issuer’s behalf shall be made in writing and shall be in accordance with paragraph C of Section III of the Agreement.

The payment of reimbursable expenses that HilltopSecurities has assumed on behalf of the Issuer shall not be contingent upon the delivery of a new issuance of municipal securities or the completion of any other transactions for which such expenses have been assumed and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by HilltopSecurities, unless otherwise provided for in any amendment or addendum hereto in connection with the compensation arrangements for any services provided under the Agreement for which such amendment or addendum is required.

APPENDIX C MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate First Southwest Advisory, provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers two government investment pools for Texas governments; the Short-Term Asset Reserve Fund (TexSTAR) and

the Local Government Investment Cooperative (LOGIC). These programs offer Texas government entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its

clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's BrokerCheck webpage.

- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. FirstSouthwest's engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such

BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

City of Umland, Texas

Exhibit 1

Municipal Advisor Disclosure Statement

Exhibit 1



MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement is provided by Hilltop Securities Inc. (“the Firm”) and provides information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to potential clients pursuant to MSRB Rule G-42.

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to clients, which includes a duty of loyalty to clients in performing all municipal advisory activities for clients. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with clients and to act in the client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. HilltopSecurities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate First Southwest Advisory, provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers two government investment pools for Texas governments; the Short-Term Asset Reserve Fund (TexSTAR) and the Local Government Investment Cooperative (LOGIC). These programs offer Texas government entities investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate’s business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client’s business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client’s business activities with the affiliates. Furthermore, this potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regime as a member of multiple self-regulatory organizations in which compliance is verified by not only internal tests but annual external examinations.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate’s business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client’s business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client’s business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of clients that may from time to time have interests that could have a direct or indirect impact on the interests of other clients. For example, the Firm serves as municipal advisor to other clients and, in such cases, owes a regulatory duty to such other clients just as it does to all of its municipal advisory clients. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm’s ability to fulfill its regulatory duties to any specific client.

IV. Secondary Market Transactions in Client’s Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of its clients, and therefore the Firm could have interests in conflict with a client with respect to the value of the client’s securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire a municipal advisory client’s securities issued in an issue under a municipal advisory agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest

with the client in that it could create the incentive for the Firm to make recommendations to the client that could result in more advantageous pricing of the client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to any client under a municipal advisory agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of the Firm's municipal advisory clients, may be undertaken on behalf of, or as counterparty to, the client, personnel of the client, and current or potential investors in the securities of the client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of the Firm's municipal advisory clients, such as when their buying or selling of the municipal advisory client's securities may have an adverse effect on the market for the municipal advisory client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to the municipal advisory client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to its municipal advisory client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to its clients, or to advise clients to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by the client and the Firm of, among other things, the expected duration and complexity of the transaction and the scope of municipal services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if the client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to a client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's BrokerCheck webpage.
- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. FirstSouthwest's engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at Forms MA and MA-I. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

City of Umland

Proposal for Financial Advisor

Table of Contents

I. Statement of Qualifications	1
II. Qualifications	22
III. Appendix.....	31
A. Legal Exceptions	32
B. Resumes	34
C. Certificate of Liability Insurance	39
D. Financial Advisory Services Contract.....	43
E. Conflict of Interest Questionnaire	54

ABOUT PFM

PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation.

Financial advisory services are provided by PFM Financial Advisors LLC and Public Financial Management, Inc. Both are registered municipal advisors with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) under the Dodd-Frank Act of 2010. Investment advisory services are provided by PFM Asset Management LLC which is registered with the SEC under the Investment Advisers Act of 1940. Swap advisory services are provided by PFM Swap Advisors LLC which is registered as a municipal advisor with both the MSRB and SEC under the Dodd-Frank Act of 2010, and as a commodity trading advisor with the Commodity Futures Trading Commission. Additional applicable regulatory information is available upon request.

Consulting services are provided through PFM Group Consulting LLC. Institutional purchasing card services are provided through PFM Financial Services LLC. PFM's financial modelling platform for strategic forecasting is provided through PFM Solutions LLC.

For more information regarding PFM's services or entities, please visit www.pfm.com.



February 23, 2021

RE: PFM's Proposal to Provide Financial Advisory Services to the City of Umland, Texas

Dear Karen:

pfm

111 Congress Ave.
Suite 2150
Austin, TX 78701
pfm.com

On behalf of PFM Financial Advisors LLC we appreciate the opportunity to submit a proposal to provide financial advisory services to the City of Umland (the "City" or "Umland") in connection with the City's establishment of public improvement districts ("PIDs") and the issuance of PID bonds. PID issuance are complex and risky and the City should engage a financial advisor who will work to mitigate risks to the City in each PID financing while promoting the City's development objectives. When working with our PID issuer clients, PFM takes pride in working with clients to not only deliver excellent bond transaction management results, but to also provide just as important non-transaction advisory services such as financial and debt policy development for PIDs, evaluation of developer projections, coordination of transactions and third-party collaboration, and communication with City Council. If hired by the City, we would serve as an extension of your highly-qualified staff, working at all times to be proactive, responsive, and innovative while advancing the City's financial objectives. Highlighted below are a few key features of PFM's proposal to the City. We believe these features differentiate PFM from our competitors, and demonstrate why PFM is the most qualified financial advisor to partner with the City.

- **Nation's Leading Financial Advisory Firm.** PFM is the #1 financial advisory firm in the United States (independent or broker-dealer) and has retained that ranking every year since 1998. With more than 600 employees, PFM is among the most prominent firms in public finance. We advised on 922 issuances with a total par amount of more than \$75.9 billion, more than any other financial advisor

2020 Full Year Overall Long Term Municipal New Issues
Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor
Source: Ipreo

	# issues	\$ in billions
PFM	922	75.941
Public Resources	151	51.100
Hilltop Securities	816	36.984
Acacia Fin Group	146	22.073
Estrada Hinojosa	95	13.800
Stifel Nicolaus	110	12.475
Frasca & Associates	30	11.271
Montague DeRose	43	10.672
Piper Sandier	239	9.184
KNN Public Finance	75	9.113

or investment bank in their capacity as senior managers.¹ While rankings are not our end goal, **we believe our continued top national billing is a testament to the trust our clients place in us and the expertise and thoughtfulness with which approach our clients' financial challenges.**

- **Strong Background in Special Assessment Financing.** PFM has significant experience with land-secured and special assessment financings Texas and nationally. Past experience includes advising on six discrete financings totaling more than \$60 million in bond issues, three of which are located within Austin/Travis County. Additionally, we work extensively with special assessment issuers in California and Florida and bring a national perspective to our work on the City's PID financings.

¹ Source: Thomson Reuters, December 31, 2020.



City of Uhland
February 23, 2021

- **Commitment to Texas Public Finance.** PFM has been a trusted financial advisor to Texas local governments, small and large, since 1992. We work with communities across Texas, small and large, such as the City of Granger, the City of West Lake Hills, the City of Gunter the City of Bridgeport in addition to our work with larger issuers such as the City of Austin and the City of Dallas. In the PID space, we have served as PID advisor to the City of Austin, Travis County, and the City of Galveston. We have significant financing expertise for Texas cities that spans voted-GO debt, non-voted COs, water/wastewater and electric utility revenue bonds, tax increment and special assessment financings, and special tax financings.
- **Independence.** Importantly, for each of our Texas PID engagements, PFM serves exclusively as an advisor and a fiduciary to our municipal clients sponsoring the PID, never as an agent of the developer team, thereby avoiding real or perceived conflicts of interest. Additionally, PFM is an independent, non-broker/dealer financial advisory firm and our only business is to provide financial advice as a fiduciary to our clients.
- **Breadth of Services and Technical Expertise.** We are excellent transaction managers, but we also focused on the details and tasks that are just as important leading up to and subsequent to bond transactions such as the development of long-term debt pro formas, rating agency strategy, best practices in continuing disclosure, the development of financial and debt policies, and scenario analysis for capital planning and cash/debt management.

We hope that these, and other attributes more fully presented in our proposal, make evident that we are committed to providing the highest quality financial advisory services to assist the City pursue and achieve its financial objectives. Thank you for your consideration and we look forward to a potential partnership with the City of Uhland.

Sincerely,

PFM Financial Advisors LLC

Dennis Waley
Managing Director
111 Congress Ave, Ste 1250
Austin, TX 78701
P: (512) 750-2428
E: waleyd@pfm.com

Blake Roberts
Director
111 Congress Ave, Ste 1250
Austin, TX 78701
P: (512) 809-2714
E: roberts@pfm.com

John Crumrine
Director
111 Congress Ave, Ste 1250
Austin, TX 78701
P: (512) 800-0233
E: crumrinej@pfm.com



I. Statement of Qualifications



1. General Information about the firm.

A. Name, address, and phone number of the firm

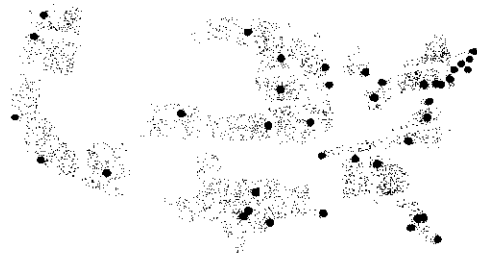
PFM Financial Advisors LLC
 Dennis Waley, Managing Director
 111 Congress Avenue, Suite 2150
 Austin, TX 78701
 P: (512) 614-5323
 F: (512) 472-0932
 E: waleyd@pfm.com

B. History of the firm.

PFM was founded in 1975 on the principle of providing sound and independent financial advice to public sector clients. We have provided financial advisory services to Texas cities since 1992. For 46 years, PFM's mission and commitment to providing the highest quality of service to our clients has remained unchanged as the firm has grown into the nation's leading provider of independent financial advisory services to state and local governments, transportation agencies, higher-education and healthcare institutions, and nonprofit organizations. We are the top-ranked financial advisory firm participating in the municipal capital markets as measured by the number of, and dollar volume of, transactions.² PFM is headquartered in Philadelphia, Pennsylvania, and we combine a national footprint with deep Texas roots – **we have operated a continuous financial advisory practice in Texas since 1992 and maintain four offices in San Antonio, Austin, Houston and Dallas.**

2020 Full Year Overall Long Term Municipal New Issues		
Municipal Financial Advisory Ranking	Full Credit to Each Financial Advisor	Source: Broog
Source: Broog	# Issues	\$ in millions
PFM	922	75,941
Public Resources	151	51,100
Hilltop Securities	816	30,904
Acacia Fin Group	146	22,073
Estrada Hinojosa	95	13,803
Siblei Nicolau	110	12,476
Frasca & Associates	30	11,271
Montague DeRose	43	10,672
Piper Sandler	239	9,184
KNN Public Finance	75	9,113

The PFM Group currently has more than 600 employees in 37 locations throughout the United States. **PFM Financial Advisors LLC**, the financial advisory subsidiary of The PFM Group, is the legal name of the entity that will be responsible for performing the work as defined in the RFQ. Additional services are available to ARMA through our affiliates within The PFM Group, including asset management and arbitrage rebate services provided by PFM Asset Management LLC, swap advisory provided by PFM Swap Advisors LLC, management and budget consulting services provided by PFM Group Consulting LLC, and long-term financial planning software through PFM Solutions LLC. The current organizational structure



² Source: Thomson Reuters as of 2020.



of The PFM Group and its affiliates was created to better adapt to recent regulatory changes governing the municipal advisory and municipal bond markets.

PFM's goal in every client engagement is to provide the highest quality advice to clients so that they are able to raise, invest, and manage resources in the most cost-effective manner possible. As an independent financial advisor, PFM brings a totally unbiased approach to our client relationships. PFM's size and sophistication enable us to employ sophisticated resources to generate innovative ideas for the benefit of our clients. Our independence from bond underwriting means that we never have the conflict of interest, with respect to bond pricing considerations that we believe is inherent in the banker/financial advisory model. From the founding of our firm in 1975 to our current practice, we remain committed to providing independent and unbiased advice to public sector clients.

PFM's core business activities include:

- **Financial Advisory** – PFM Financial Advisors LLC provides bond transaction management, bond pricing analysis, debt-portfolio optimization, capital planning; revenue forecasting and evaluation; resource allocation; debt policy development; and bond or loan transaction management, among other services.
- **Management and Budget Consulting**³ – PFM Group Consulting LLC provides a broad range of services, including multiyear financial planning; consolidation and shared-services analysis; operational and program analysis; revenue maximization; fleet management; workforce analysis; and pension and other postemployment benefits (“OPEB”) review and strategies.
- **Asset Management**³ – PFM Asset Management LLC (“PFM Asset Management”) provides liquidity analysis, identifies proper core investment fund levels, and helps clients with their objectives of earning greater returns on their operating and reserve funds. Additionally, PFM Asset Management provides investment and retirement-plan consulting services to pension funds, endowments, and similar funds. The Structured Products Group within PFM Asset Management assists PFM's clients with structuring and restructuring escrow portfolios for refundings and defeasances, as well as with the structuring and procurement of forward delivery agreements, guaranteed investment contracts, and flexible repurchase agreements.
- **Swap Advisory Services**⁴ – PFM Swap Advisors LLC includes professionals dedicated to advising clients on interest rate swaps, caps, and collars in order to help manage exposure to interest rates.

Scope of Services

As client's needs have evolved and expanded, PFM has developed a wide range of expertise to assist clients. Each affiliate was created to provide the proper regulatory and operating structure. The core financial advisory services will be provided by our financial advisory team and will consist of bond or loan-transaction management, debt-portfolio optimization, capital planning, rating agency strategy, debt and financial policy development, among other services. At the same time, ARMA pursuant to defined tasks and fees has access to the affiliates of PFM that assist with asset management, swap advisory, arbitrage rebate, verification reports and other related services. Each of these entities was created in an effort to offer clients services needed to address opportunities and challenges of an ever-changing market landscape.

³ Asset Management and Management and Budget Consulting services provided by affiliates pursuant to separate agreement.

⁴ Swap Advisory services are provided by affiliate PFMSA pursuant to separate agreement.



C. List names and titles of the firm who are directly responsible for financial advisory services.

Blake Roberts, Director in PFM's Austin office, and **John Crumrine, Director** in PFM's Austin office will be responsible for providing day-to-day financial advisory services to the City. Blake and John each work actively on PIDs and PID issuances with clients such as the City of Austin and Travis County. Blake and John are experienced with helping PID issuer clients develop PID policies, select PID consultants and develop overall plans of finance with a focus on risk mitigation for our clients. **Dennis Waley, Managing Director** in PFM's Austin office, will be responsible for overall engagement oversight and ensuring the full suite of PFM's resources are available to the City.

Financial Advisory Personnel Assigned to the City of Umland		
Blake Roberts Director 111 Congress Avenue, Ste 2150 Austin, TX 78701 P: (512) 614-5324 F: (512) 472-0932 E: robertsb@pfm.com	John Crumrine Director 111 Congress Avenue, Ste 2150 Austin, TX 78701 P: (512) 614-5324 F: (512) 472-0932 E: crumrinej@pfm.com	Dennis Waley Managing Director 111 Congress Avenue, Ste 2150 Austin, TX 78701 P: (512) 614-5323 F: (512) 472-0932 E: waleyd@pfm.com




D. Information pertaining to the firm's compliance with licensing and other requirements of the Securities Exchange Commission, the National Association of Securities Dealers and the Municipal Securities Rule Making Board.

PFM Financial Advisors LLC is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. PFM is the marketing name for a group of affiliated companies providing a range of services. All services are provided through separate agreements with each company.

Other services, including asset management, swap advisory services, arbitrage rebate consulting, would require a separate contractual arrangement, per regulatory requirements. Arbitrage rebate consulting, for example, would be provided by PFM Asset Management LLC, which is registered with the SEC under the Investment Advisers Act of 1940.



2. References – List of three (3) references of cities for which similar services have been provided.

Client Name, Contact, Title, Address, Telephone Number	
<p>City of Austin – Financial & PID Bond Advisory Belinda Weaver, City Treasurer 919 Congress Avenue, Suite 1250 Austin, TX 78701 512-974-7882 Belinda.weaver@austintexas.gov</p>	
<p>Travis County – Financial & PID Bond Advisory Diana Ramirez Director, Economic Development & Strategic Investments 700 Lavaca Street, Suite 1560 Austin, TX 78701 P: 512-854-9694 Diana.ramirez@travisCitytx.gov</p>	
<p>City of West Lake Hills – Financial Advisory Vonda Ragsdale Finance Officer 911 Westlake Drive West Lake Hills, TX 78746 512-610-6848 Vonda.ragsdale@westlakehills.org</p>	



-
3. Identify personnel to be assigned responsibility for administering the account (provide resume and location for the individual representatives that the firm will assign to the account).
-

Personnel to be assigned are listed below. Full resumes are provided in Appendix B of this proposal.

Financial Advisory Professional	Location	Role
Blake Roberts, Austin, Texas	Austin, Texas	Day-to-Day Financial Advisory Services (100% Availability)
John Crumrine, Austin, Texas	Austin, Texas	Day-to-Day Financial Advisory Services (100% Availability)
Dennis Waley, Managing Director	Austin, Texas	Engagement Oversight (As Needed)
Todd Fraizer, CFA, Managing Director	Charlotte, NC	Bond Pricing Advisory (As Needed)

-
4. Please list the work performed, including the dollar amount of the debt issue or other financing. Please include the names, addresses, and phone number of contact persons. Include in this discussion a list of at least three small municipal clients (under 5,000 population) to include name, and phone number which the firm and the representative assigned to the City of Umland have served in the capacity of financial advisor during the past five years.
-

Please see the list below for a representative list of bond transactions for which PFM has served as financial advisor in the past three years.

Advisory Services to Small City Clients

City of West Lake Hills, Texas (pop. 3,318)
Contact: Vonda Ragsdale | 512-327-3628

Since 2018, PFM has served as financial advisor to the City of West Lake Hills. We were hired to assist the City with its inaugural GO bond election and have provided the City with GO bond planning and refunding bond analysis. In 2019, we identified a refunding opportunity for the City. The City has previously issued wastewater revenue bonds backed net revenues of the City's wastewater system. PFM advised the City that a refunding of those bonds could provide meaningful interest cost savings and allow the City to restructure the debt service so that it did ascend as rapidly over the remaining life of the bonds. In order to provide transaction efficiencies, PFM advised that the transaction was executed as a private placement to save costs on credit ratings and underwriting fees. The refunding generated in excess of 9% NPV savings and allowed the City to release idle debt service reserve funds to further reduce borrowing costs.



City of Bridgeport, Texas (pop. 6,596)
Contact: Chester Nolen | 940-683-3402

Since 2018, PFM has served as financial advisor to the City of Bridgeport. We were hired to assist the City with its general obligation and utility system financing needs. Since 2018, we have advised the City on the issuance of more than \$6 million in Certificates of Obligation to fund a new fire station and water/wastewater system infrastructure improvements. We continue to work with the City and are currently working on a tax-exempt and taxable refunding of certain outstanding bonds for interest cost savings.

City Granger, Texas (pop.1,517)
Contact: Christy CavnessBradshaw | 512-859-2755

PFM has served as financial advisor to the City of Granger since 1992. We have assisted the City with a number of financings including new money issuances for general government improvements and water/wastewater infrastructure, as well as refundings for interest cost savings.

Date	Transaction	Amount
2/16/2021	San Jacinto Community College District, Limited Tax General Obligation Building & Refunding Bonds, Series 2021	\$86,425,000
2/11/2021	Houston Community College System, Limited Tax Refunding Bonds (Tax-Exempt 2020A & Taxable 2021A) & Maintenance Tax Refunding Bonds, Series 2021A	\$379,090,000
1/22/2021	Austin, City of Water & Wastewater System Revenue Bonds, Series 2021A	\$10,400,000
1/22/2021	Austin, City of Water & Wastewater System Revenue Bonds, Series 2021B	\$9,400,000
1/25/2021	Austin, City of Electric Utility System Refunding & Improvement Bonds Series 2020A	\$227,495,000
12/1/2020	South Plains Junior College District, Revenue Financing System Refunding Bonds Series 2020A & Improvement Bonds Series 2020B	\$24,315,000
11/17/2020	Austin, City of Electric Utility System Refunding & Improvement Bonds Series 2020A	\$227,495,000
11/17/2020	Austin, City of Electric Utility System Refunding Bonds Taxable Series 2020B	\$49,870,000
10/06/2020	Austin, City of Pub Imp & Ref Bds Ser 2020	\$86,440,000
10/06/2020	Austin, City of Pub Prop Fin Contractual Obligns Ser 2020	\$23,205,000
10/06/2020	Austin, City of C/O Ser 2020	\$109,080,000
10/06/2020	Austin, City of Pub Imp & Ref Bds Taxable Ser 2020	\$49,410,000
10/01/2020	Brazos Co C/O Ser 2020	\$24,020,000
10/01/2020	Eagle Pass, City of WW & SS Rev Bds Ser 2020	\$3,640,000
09/25/2020	Austin, City of W & WW Sys Rev Ref Bds Ser 2020C	\$203,505,000
09/25/2020	Austin, City of (Waterworks & Sewer System) W & Wastewater Sys Rev Bds Ser 2020D	\$16,995,000
7/1/2020	Travis County Certificates of Obligation, Series 2020	\$42,500,000
7/1/2020	Travis County Permanent Improvement Bonds, Series 2020	\$16,940,000
7/1/2020	Travis County Unlimited Tax Road Bonds, Series 2020	\$30,525,000



Date	Transaction	Amount
7/1/2020	Travis County Limited Tax Refunding Bonds, Series 2020	\$4,295,000
5/27/2020	Oklahoma City, City of General Obligation Refunding Bonds, Series 2020	\$28,495,000
5/1/2020	City of Bridgeport Combination Tax and Revenue Certificates of Obligation, Series 2020	\$3,850,000
4/23/2020	Texas Public Finance Authority General Obligation and Refunding Bonds Taxable Series 2020	\$472,470,000
3/31/2020	Oklahoma City, City of General Obligation Bonds, Series 2020	\$51,265,000
3/31/2020	Oklahoma City, City of General Obligation Bonds, Taxable Series 2020	\$60,215,000
1/14/2020	Oklahoma City Airport Trust Junior Lien Refunding Bonds, Taxable Thirty Fourth Series	\$39,175,000
10/8/2019	Central Oklahoma Transportation and Parking Authority Parking System Revenue Bonds, Taxable series 2019	\$13,805,000
10/3/2019	Austin, City of Water and Wastewater System Revenue Bonds, Series 2019	\$6,200,000
9/24/2019	Walnut Energy Center Authority Revenue Refunding Bonds 2019 Series A	\$61,315,000
9/24/2019	Turlock Irrigation District Revenue Refunding Bonds, Series 2019	\$92,655,000
9/24/2019	Turlock Irrigation District Revenue Refunding Bonds, Series 2020	\$137,150,000
9/10/2019	Austin, City of Certificates of Obligation Taxable, Series 2019	\$14,935,000
9/10/2019	Austin, City of Certificates of Obligation, Series 2019	\$5,055,000
9/10/2019	Austin, City of Public Improvement and Refunding Bonds, Series 2019	\$146,090,000
9/10/2019	Austin, City of Public Improvement Bonds Taxable, Series 2019	\$40,535,000
9/10/2019	Austin, City of Public Property Finance Contractual Obligations, Series 2019	\$25,780,000
7/30/2019	Austin, City of Electric Utility System Revenue Refunding & Improvement Bonds, Taxable Series 2019C	\$104,775,000
7/30/2019	Austin, City of Electric Utility System Revenue Refunding Bonds, Series 2019B	\$169,850,000
7/23/2019	ABIA Development Center - Austin-Bergstrom International Airport (Austin, City of) Airport System Revenue Bonds, Series 2019A	\$16,975,000
7/23/2019	ABIA Development Center - Austin-Bergstrom International Airport (Austin, City of) Airport System Revenue Bonds, Series 2019B (AMT)	\$248,170,000
5/22/2019	Austin, City of Electric Utility System Revenue Bonds, Taxable Series 2019A	\$464,540,000
4/23/2019	Austin, City of Airport System Revenue Refunding Bonds, Series 2019 (AMT)	\$151,720,000
4/16/2019	Oklahoma City, City of General Obligation Limited Tax Refunding Bonds, Taxable Series 2019	\$19,250,000
4/16/2019	Oklahoma City, City of General Obligation Refunding Bonds, Series 2019	\$21,955,000
3/28/2019	Austin, City of Special Assessment Revenue Bonds, Series 2019 (Whisper Valley PID Improv Area #1)	\$4,500,000
3/26/2019	Oklahoma City, City of General Obligation Bonds, Series 2019	\$75,655,000
3/26/2019	Oklahoma City, City of General Obligation Limited Tax Bonds, Taxable Series 2019	\$30,000,000
3/6/2019	Oklahoma City Zoological Trust Sales Tax Revenue Note, Series 2019	\$10,030,000
1/15/2019	City of McKinney Taxable Certificates of Obligation, Series 2019	\$7,560,000
12/13/2018	Austin, City of Special Assessment Revenue Bonds, Series 2018 (Estancia Hill Country Public Improvement District Improvement Area #1)	\$4,265,000



Date	Transaction	Amount
12/13/2018	Austin, City of Special Assessment Revenue Bonds, Series 2018 (Estancia Hill Country Public Improvement District Improvement Area #2)	\$8,305,000
12/11/2018	Houston Community College Tax-Exempt Note Purchase Agreement	\$55,000,000
11/6/2018	Oklahoma City Airport Trust Junior Lien Tax-Exempt Bonds, Thirty Third Series (AMT)	\$93,550,000
10/18/2018	Austin, City of Water & Wastewater System Revenue Bonds Series 2018	\$3,000,000
9/20/2018	Oklahoma City Public Property Authority Hotel Tax Revenue Refunding Bonds, Series 2018	\$14,400,000
9/12/2018	Austin, City of Certificates of Obligation, Series 2018	\$7,140,000
9/12/2018	Austin, City of Public Improvement Bonds, Series 2018	\$65,595,000
9/12/2018	Austin, City of Public Improvement Bonds, Taxable Series 2018	\$6,980,000
9/12/2018	Austin, City of Public Property Finance Contractual Obligations, Series 2018	\$21,215,000
9/11/2018	Oklahoma City Economic Development Trust Annual Appropriation Bonds, Taxable Series 2018	\$86,060,000
8/28/2018	City of McKinney Waterworks & Sewer System Revenue Bonds, Series 2018	\$11,415,000
7/9/2018	Bastrop County Combination Tax and Revenue Certificates of Obligation, Series 2018	\$9,305,000
7/6/2018	McKinney Economic Development Corporation Sales Tax Revenue Bonds, Taxable Series 2018	\$20,110,000
3/27/2018	Oklahoma City, City of General Obligation Bonds, Series 2018	\$82,750,000
3/27/2018	Oklahoma City, City of General Obligation Bonds, Taxable Series 2018	\$40,990,000
1/16/2018	Oklahoma City Economic Development Trust Tax Increment Revenue Bonds (Increment District #2)	\$67,355,000



5. Additional services – Describe any other service or experiences of the firm which you deem beneficial in acting as the Financial Advisor to the City.

Proven Track Record. PFM has extensive experience advising clients with respect to the formation of special financing districts and the structuring and sale of special tax and special assessment bonds. PFM supports its clients throughout all phases of the PID transaction process, including assistance with the preparation of PID formation documents, PID policies generally and those drafted to govern specific PID operations, the appraisal review process, Service and Assessment Plan (“SAP”) review, financing and structuring bond issues, developer agreement negotiations, review of legal documents, market analysis and tax analysis documentation.

PFM’s commitment to assisting local governments with innovative solutions to capital funding requirements is demonstrated by our experience with the full spectrum of special financing district mechanisms, including the formation of and issuance of bonds relating to special financing districts such as PIDs, Community Facilities Districts (“CFDs”), Special Assessment Districts (“SADs”) Infrastructure Financing Districts (“IFDs”) in California, Local Improvement Districts (“LIDs”) in Nevada, and Community Infrastructure Districts (“CIDs”) in Idaho. In addition to PFM’s unmatched experience with special financing districts in general, PFM staff is familiar with integrating special financing districts into larger financing plans for economic development, redevelopment, affordable housing, stadiums, and a wide variety of other purposes.

PFM has a wealth of experience helping with our clients’ finance projects—either partially or entirely—with a variety of special financing districts and other similar “land-secured” financing techniques commonly used by municipalities. We have experience implementing projects funded by special financing in a variety of environments ranging from the densely urban and developed (Austin, Dallas, and San Antonio) to areas that are poised for significant growth/revitalization (Galveston).

The difficulty with many special financing districts in the context of larger development and financing plans is that at times bond proceeds can only be used to fund public facilities (or services) and therefore cannot directly finance other components involved in the project. As such, to leverage potential special financing district proceeds as part of larger financing plans it is necessary to identify supporting public infrastructure required by the larger development that can be efficiently financed with the proceeds.

PFM staff has assisted clients such as the Treasure Islands Development Authority (San Francisco), the Port of San Francisco and the developer of the Sacramento Railyards Project on large, mixed-use projects that are anticipated to be funded in large part with special financing districts. On all projects, PFM has taken a lead role in the process of evaluating, sizing, and dovetailing the use of special financing districts (CFDs and IFDs) with several other public and private funding sources.

As described on the previous page, PFM has a history of successfully assisting issuers in developing and implementing financing plans including special financing districts, having served as financial advisor on six Texas transactions equaling \$61.4 million in par since 2011. PFM nationwide has served as advisor since 2003 on over 30 such transactions with a par value in excess of \$1.9 billion. Although these figures illustrate the depth of PFM’s experience with land secured financings, what distinguishes PFM from other financial advisory firms is our comprehensive approach to finding solutions and the full range of services that we can provide on each transactions. Additionally, with respect to our Texas PID work, we only act as an advisor and fiduciary to our municipal clients sponsoring the PIDs; we have never been engaged in Texas as an agent of the developer team, thereby avoiding real or perceived conflicts of interest.



Comprehensive Perspective. PFM's expertise covers the entire process: commencing in the planning and policy development phase and ending with post-issuance administration. Our breadth of experience and resources enable PFM to take a comprehensive approach to addressing and crafting solutions for each transaction. Most of the critical issues surrounding land-secured financings must be addressed in the formation process. Therefore, the role of the financial advisor should be much more than simply managing the schedule. We would assist the City in drafting and updating applicable goals and policy documents. We would critically review proposed assessment methodologies and any engineering reports, assist with developer negotiations, and work to ensure that negotiations and any subsequent transaction is completed in a timely manner.

Full Range of Services. PFM has the staff, resources, and expertise to assist the City with all the tasks outlined in Section II. PFM has unparalleled quantitative resources to help the City analyze the legal and economic merits of a particular project/transaction and, if approved, the subsequent bond structuring and issuance needs. We have proprietary models that allow us to analyze the benefits and overall debt service implications of particular financing options, as well as determine the efficiency of a refunding and the value of a call option. In addition, our Structured Products group can assist with the structuring and bidding of refunding escrows or the reinvestment of bond proceeds, while our Arbitrage Rebate Group can assist in determining the arbitrage tax liability on each issue.

Experience with Complex Land-Secured Transactions. Members of the assigned team have experience working on many complex land-secured transactions to include transactions involving numerous districts, those that have non-contiguous parcels, those finance a variety of public improvements (including assets to be owned by other public agencies), and those which involve multiple bond/phase financing.

Financial Planning and Policy Development. We believe that, as municipal advisor on PID bonds, the first step for the City will be to develop a PID policy. The PID policy will set the rules of the road for the City and, most importantly, developers. A formal PID policy will set forth requirements for the PID approval process, ensure the City can adequately recoup costs upfront from developers for the evaluation of a PID petition and financing proposal, and ensure that when bonds are issued, a conservative approach to the bond structure is taken to ensure that reserve funds, capitalized interest, amortization and tenor, and equivalent tax rate targets are established upfront. A PID policy will protect the City and ensure that developers understand allowable financing structures as early on in the process as possible.

In recent years, we have assisted Travis County with the creation of its formal PID policy and have assisted the City of Austin with updating its PID policy. During the PID policy development process, PFM's job is to make the City aware of suitable financial options at its disposal and their potential outcomes. Our goal is to provide the City with the tools it needs to craft a financing strategy that will lead to the lowest-available cost of borrowing; be consistent with the City's broader policy and financial objectives; and fit within the City's existing policies. We

Chapter 481. Travis County Public Improvement District Policy and Procedures¹

Contents

Subchapter A. (General Provisions)

481.001 General Provisions 1
 481.002 Definitions 2
 481.003 Community Benefits 3
 481.004 PIDs within Municipal Limits or ET, n. 4
 481.005 Minimum Requirements for a PID 5
 481.006 Public Hearing Requirements 8
 481.007 Contents and Filing of Petition 9
 481.008 Notice, Public Hearing, and Approval of Petition 10
 481.009 Financial Provisions and Performance Requirements 11
 481.010 POC Administration and Management 12
 481.011 Audit Requirements 13
 481.012 Retention, Modification, Supplemental Amendments, Renewal, or Termination 13

Subchapter B. Affordable and Fair Housing Requirements

481.101 Affordable and Fair Housing Policy 15
 481.102 Definitions 16
 481.103 Affordability, Opportunity, and Fair Housing Analysis 16
 481.104 Housing Affordability 17
 481.105 PIDs in Low Opportunity Areas 17
 481.106 PIDs in High Opportunity Areas 18
 481.107 Affirmative Marketing 18
 481.108 Affordable Housing Development Agreement 19
 481.109 Program Oversight, Monitoring, and Enforcement 20
 481.110 Use, Enforcement, or Use of PID Bond Proceeds 20

Subchapter A. (General Provisions)

481.001 General Provisions

- (a) A public improvement district (PID) is a tool that provides for the financing of the costs of public improvements or Services that benefit a definable part of Travis County (the County). It allows the costs of PID improvements or Services to be borne by those who receive special benefits from the improvements or Services because they own property in that definable area. At the same time, residents of the county who live outside the definable area also receive some benefit from those improvements or Services.
- (b) The purpose of this chapter is to outline the policies and procedures the Travis County Commissioners Court (the Commissioners Court) will use to consider whether creation of a PID; a levy of PID assessments; or issuance of PID bonds is in the best interest of the County.

¹Chapter 481 was adopted by Travis County Commissioners Court on January 26, 2016, Item 18, and replaced Chapter 17, 2012, Item 14. Chapter 481 was renumbered as Chapter 481 on June 1, 2018. Approved May 15, 2018, Item 7.



provide a forum for ideas, an environment for testing conventional wisdom and a platform for forging performance-improving strategies.

Issuance and Administration of Bonds and Other Obligations. We continuously monitor refunding opportunities for each of our clients and would do so for the City to help ensure that, if/when the opportunity arises to take advantage of market conditions to realize savings or optimize its debt structure, Uhlend is well-positioned to do so. While tax reform has eliminated the ability for tax-exempt advance refundings, we would still monitor the City's outstanding debt for opportunities for a current refunding, taxable refunding or restructuring. Given the compressed tax-exempt/taxable spreads and the spend flexibility, there may be certain advantages to taxable refundings in the current market. We would solicit the most updated market information from our pricing group to be able to provide analyses that reflect current market conditions. We would run different scenarios to determine how much the market could change to realize different levels of savings. We would want to discuss with the City's staff and bond/tax counsel to explain our approach and strategy in evaluating certain refunding opportunities. Considerations include project scope, use of funds, as well as specific targets for net present value savings, negative arbitrage and refunding efficiency.

Cash Flow and Debt Structure Modeling. We will work with the City to develop an overall funding plan and cash flow model (or other applicable models, such as tax rate analysis) to create various financing scenarios and structuring options. Our firm's in-house technological resources include a suite of proprietary Excel-based models, built and maintained by the firm's QSG. These models have been developed to minimize risk and cost as well as to maximize financing options, policy flexibility and market acceptance. We will partner with Uhlend to develop solutions that are most appropriate for the City, allowing for decision-makers to understand the options available and the risk-reward trade-off of each of the options.

Market, Disclosure and Regulatory Requirements. PFM assists many of our clients with continuing disclosure compliance. We can assist with the annual filing of financial information, as well as disclosures required throughout the year due to certain material events.

PFM will work with the City and its counsel to help prepare continuing disclosure filings required by rule 15c2-12 (the "Rule") of the Securities Exchange Act of 1934, including those requirements related to the provision of updated financial information, annually, as well as filings related to certain material events, as defined in paragraph (b)(5)(i)(C) of the Rule, when applicable. PFM assists numerous clients with the preparation of these filings and views this process as a way to stay abreast of economic and financial changes clients experience. On an annual basis, PFM would begin compiling the required information for the continuing disclosure document.

6. Discuss the firm's approach in assisting small sized municipal clients (under 5,000) population) in providing services. Identify techniques used to lower financing and/or issuance costs.

The following information provides an overview of certain aspects of the process/recommended steps to create a public improvement district and issue associated project bonds. As you know, PIDs offer cities and counties a means for improving their infrastructure to promote economic growth in an area. The "Public Improvement District Assessment Act" (Chapter 372 of Texas Local Government Code) allows cities and counties to levy and collect special assessments on properties located within their boundaries or extraterritorial jurisdiction. Additional financing options are available to certain large counties.

PIDs may be formed to develop, rehabilitate, or expand affordable housing; create water, wastewater, health and sanitation, or drainage improvements; street and sidewalk improvements; for mass transit improvements; parking improvements;



library improvements; park, recreation and cultural improvements; landscaping and other aesthetic improvements; art installation; creation of pedestrian malls or similar improvements; supplemental safety services for the improvement of the district, including public safety and security services; or supplemental business-related services for the improvement of the district.

Each PID project and work plan is unique; as a partner with the City, PFM will evaluate and approach a PID using a framework grounded in prudent due diligence and a fundamental evaluation of the merits of the project. **Merit must underpin all capital investment decisions**, and PFM's experience with many types of projects and various forms of delivery will help the City develop a thorough understanding of the benefits and risks associated with this project and the proposed delivery approach.

PFM's team brings a strategic and disciplined approach to facilitating the City's evaluation phase to identify all the components of a given PID opportunity. We frequently work with technical and market consultants, who help us to vet information and structure workable financing solutions. From the evaluation phase, we will establish the City's alternatives based upon various forms of infrastructure investment and delivery. We will work closely with the City's staff and the project team throughout the evaluation phase; our role during this process is to undertake thorough quantitative analyses of financing structures that would support various capital needs and that would adhere to the City's risk appetite.

In collaborating with the City's team to identify the most critical project components, we will approach our work through a financial advisor's point of view—as a fiduciary to the City—while also helping the City to understand the perspectives of the investor community, a perspective that plays a large part in informing potential PID financing structures and the City's cost of capital. We will explore with the City ways in which to increase its leverage and thereby increase the likelihood of desirable outcomes, particularly as it may related (but not limited) to:

- Developer Agreement/Service and Assessment Plan/Appraisal, or similar documents;
- Trust Indenture;
- Revenue forecasts/projects, if any;
- Financial market environment;
- Project operating models;
- Project business/financial models;
- Pro forma cash flow analysis;
- Financing capacity to address capital needs and new demand; and
- Creditworthiness assessment, if applicable

PFM has been an active leader in analyzing and structuring myriad of infrastructure development projects, and we have developed several models that evaluate the viability of these projects. At the outset, a project must meet a minimum of criteria, and deliver an acceptable value for money and an internal rate of return sufficient to support some type of financing. **For projects believed to deliver wider benefits, those benefits must prove greater than the project costs.** PFM's is experienced when analyzing infrastructure projects for both economic and financial viability.

Our approach to conducting financial analyses to compare public delivery options to private delivery options incorporates not just a discounted cash flow, but also a fully developed and market-feasible plan of finance for each alternative.



Given that much of what is stated immediately before has already been discussed, how does the City move from conceptual idea to actual project funding? The following outline may provide insight, as it describes generally a series of events which must take place as it relates to PID formation, debt issuance, and project funding.

Steps to Create a PID and Issue PID Bonds for the City of Uhland

- City's Preparation of PID "Policy" (with input provided by PFM)
- PID Petition Preparation by Developer
- Procurement of Property Appraisal by Independent, Qualified Appraiser
- Procurement of Service and Assessment Plan
- PID Presentation to Commissioners Court
- Public Hearings for Citizen Comment
- Commissioners Court Meeting to Accept PID Petition
- Staff/Consultant Analysis of PID and Associated Documents
- Preliminary Developer Agreement Discussions
- Public Hearing to Approve Formation of PID
- Initiate Preparation of Bond Documentation
- Continued Developer Agreement Discussions
- Commissioners Court Review and Approval Of Bond Issue
- Public Hearing To Approve Project and Finance Plan and Levy Assessments
- Complete Bond Issue
- Initiate Construction of Infrastructure Improvements

PFM believes that the most successful client relationships involve a free flow of information from client to advisor. To that end, PFM would welcome the opportunity to engage in a discussion of City affairs with senior staff and administrators as these individuals often have a very keen sense of the political will of the governing body and local residents.

Each PID project and issuance is unique. While the list above represents events in an order in which they "typically" take place, very little about PID issuance is typical. If a project is primarily developer driven, certain events detailed above may already be underway or completed. While we appreciate that developers and their consultants have expectations about the reasonableness of timing, in this engagement with the City, we would represent the City and its interests; therefore, timing should be driven by the City's preference and comfort level around the direction of the proceedings and the terms being discussed. For a PID to be created, the Commissioners Court has to approve the PID. The developer needs this approval and, as such, the City has considerable leverage from which to negotiate. The City has already done a good job of utilizing its leverage by holding a vigorous public debate about the infusion of specific public policy aims – affordable housing and fair wage goals – into the City's PID policy. **PFM would continue to assist in the introduction of the PID to Commissioners Court and, if staff deems appropriate, articulate the extent to which "pro-development" talk can disadvantage the City and its consultants at the negotiating table.**

After approval by the City, PFM will review and provide comments for the Project and Finance Plan. This will involve creating a timeline of events for development of the PID and the issuance of debt. PFM will assist in developing preliminary debt service estimates and cash flow analysis. PFM will work closely with the City and developers to ensure the timely and accurate production of the Project and Finance Plan.



PFM will review and provide comments for the Service and Assessment Plan. The SAP is a detailed document that outlines the specifics of the project improvements, the estimated costs of the project, the expected debt service for the issued bonds, and the terms and provisions of the approved PID. PFM will work closely with the city and developers to ensure the timely and accurate production of the SAP.

PFM's Approach to a Negotiated Bond Sale

When and if the PID negotiations reach a point where the City is comfortable with the “deal” aspects of the PID and is comfortable allowing projects bonds to be sold, it would be typical for said bonds to be sold via negotiated sale by virtue of their credit and amortization. It is worth noting that PFM plays an exceptionally supportive and supervisory role in the negotiated sales process. Notwithstanding any existing relationships between an issuer and underwriters, PFM, at the behest of the City, would recommend an underwriting firm(s) with a historical track record of marketing these special types of transactions. There are, in fact, only a select cadre of firms who understand these types of bond issues and the buyers who purchase them. Selecting the “right” firm—one that is well-versed in marketing bonds assessment backed bonds to the high-yield investor audience—will be vital to the success of the PID transaction.

PFM will enter the pricing of the PID bonds with an independent view of how each maturity should price and will actively monitor the sale of the debt during the order period. Recommendations will be made to the City regarding re-pricing of all or a part of the debt structure based on preliminary orders and market conditions over the course of the order period, and the firm's own quantitative analysis of the City's appropriate yield schedule vis-à-vis the rest of the market. PFM would work with the City throughout the pricing, assisting in evaluating the efforts of the underwriting team. Contact with underwriting firms, tied to the firm's own market analysis, gives sufficient information to objectively evaluate the underwriter's performance, and therefore to increase the probability that the City will obtain a reasonable cost of funding associated with the debt. PFM may also make recommendations regarding the “bond allocation” among underwriters, to help ensure that those who are selling the bonds at the best rates are receiving a sufficient supply of bonds.

We believe that PFM is the only financial advisory firm, independent or not, actively providing this level of analysis for clients. The firm has found that this not only helps the issuer to understand the bond pricing process but also helps the underwriter in their discussions with the potential investors by providing a justification for a particular yield level or coupon structure.

PFM will work with the City throughout the pricing, assisting in evaluating the efforts of the underwriting team. To be sure that the bonds are selling in the manner represented, we will call other firms in the syndicate to check the sales progress information. Our contact with other underwriting firms gives us sufficient information to be able to review pricing with the underwriter and seek lower interest rates and/or spreads.

Summary

PFM is ready and willing to assist the City with all aspects of the PID process: prepare documents necessary to form a PID, analyze risks to the City and its credit rating, review and provide advice on anticipated bond structure and pricing, debt service schedules, assessment strategies, and debt service reserve requirements, develop strategies for an effective negotiation with developers, participate in public hearings necessary to approve the project, vet the finance plan and levy assessments, coordinate bond sale and closing activities, and participate in the bond trustee and ongoing SAP consultant selection process; we will be there every step of the way. Furthermore, PFM will help prepare information for and present to the Commissioners Court when required and/or requested, and to advise, inform, and assist the City with performing due diligence investigations with respect to firms that the City may contemplate utilizing in a financing transaction. Such



due diligence shall include matters pertaining to the knowledge of, or investigation into, a firm's alleged or convicted financial misconduct, securities violations, financial health, Justice Department or SEC investigation(s), or other financial diligence. PFM's approach to financial advisory services ensures that the City would have a partner who can help them objectively evaluate the merits of any proposed PID financing, present or future. The inclusion of several techniques/mechanisms immediately preceding this summary is not an endorsement of their use, but rather, an opportunity for PFM to acknowledge that techniques/mechanisms exist which can potentially further the agenda of the City while representing alternatives to conventional methods already employed. The appropriateness of any technique would need to be evaluated as part of the diligence process. However, PFM uses this as an opportunity to state that the possibility exists to augment a well-conceived, thoughtful financial plan with certain tools which heretofore have not been utilized.

PFM would partner with the City to assist interested parties with a comprehensive of the understanding this tool, the appropriateness of its application, and the potential costs/benefits associated with it. We would partner with the City's Bond Counsel to negotiate agreements that limit City risk to the fullest extent possible and give the City control to the extent it desires. **Concessions asked for by the development team would need to be justified and PFM would advocate from a position of experience on behalf of the City.** We would undertake this engagement in a manner that would allow the City to, at a pace of its choosing, engineer an agreement that is understandable, comprehensive, and thoughtful, with the ultimate goal being a partnership with a developer in which the City, not the developer team, is in command, and compensated for initial time spent and ongoing administration.

In closing, compared with traditional general obligation or revenue bond issues, PID financings can be labor-intensive and negotiations can be adversarial. Even in a scenario in which opposing sides are largely in agreement about specific transaction terms, it is in the details where the advocacy on behalf of the City increases the likelihood of transaction success. Attention to these details can make an otherwise unacceptable transaction (in the eyes of the City, successful. PFM focuses on getting it right, as opposed to just getting it done. **PFM approaches engagements with significant resources in an attempt to alleviate the burden borne by staff.** While we have attempted to describe our approach in a manner which demonstrates experience performing the tasks at hand, we believe there would be value in visiting in person to discuss our capabilities. From this meeting, PFM believes the City would have a better understanding of the level of involvement we are poised to take in order to secure an acceptable outcome for the City.



7. Identify the specific individuals who will be assigned to the City of Umland, and provide brief resumes for each highlighting their experience with municipal and or other tax-exempt issuers in Texas. Indicate each individual's role relative to the City of Umland account. Also, indicate each individual's availability and the minimum notice required by the firm to guarantee availability.

Team Member	Brief Resume
<p>Dennis Waley, CPA <i>Managing Director</i></p> <p>Role with the City: Engagement Lead/Primary Contact</p> <p>Office Location: Austin, TX</p> <p>Relevant Licenses: Certified Public Accountant ("CPA"); Municipal Advisor Representative (Series 50)</p> <p>Education: B.B.A. in Finance University of Texas at Austin</p>	<p>As engagement lead, Dennis will oversee the engagement and help ensure the City has the necessary resources to meet its engagement goals and objectives. His financing experience includes debt issuance for state agencies and local governments and spans GO, electric utility, water and wastewater utility, airport, convention center and other not-for-profit agencies. He has participated in over \$20 billion in financings using both fixed- and variable-rate structures, and has extensive experience working with rating agencies and insurance providers. Prior to joining PFM, Dennis served the City of Austin for over 20 years, as City Treasurer for the last eight of those years. In addition, he also served on several city boards, including the Employees Retirement System, Firefighters Retirement System, and the Deferred Compensation Committee. Dennis is a member of the Government Treasurers' Organization of Texas ("GTOT") and Government Finance Officers' Association of Texas ("GFOAT"). He served as GTOT president in 2003, and as a board member and legislative committee chair.</p> <p>Minimum Notice to Availability: 50% - always available</p>



Team Member	Brief Resume
<p>Blake Roberts <i>Director</i></p> <p>Role with the City: Day-to-Day Contact – Financial Modeling</p> <p>Office Location: Austin, TX</p> <p>Relevant Licenses: Municipal Advisor Representative (Series 50)</p> <p>Education: B.A., Texas A&M University M.S., Carnegie Mellon University</p>	<p>Blake will be responsible for day-to-day support and core financial modeling aspects of the project. Blake Roberts is a Senior Managing Consultant based in the firm's Austin office. He provides financial advisory services to cities, counties, public power utilities, water and wastewater utilities, school districts, community colleges, housing authorities and special assessment districts. He is responsible for the design and implementation of complex plans of finance for capital programs, transaction management and oversight, and credit strategies for the firm's clients in Texas and California. Blake's transaction advisory experience spans general municipal infrastructure, affordable housing, non-rated development bonds, conduit financings, and financings through the Texas Water Development Board. He also provides advisory services related to commercial paper programs and alternative bank financing strategies. In 2019, Blake was a financial advisor on Austin Energy's issuance of taxable revenue bonds to fund the acquisition of a biomass power plant, which eliminated an above-market power purchase agreement; the transaction received a Bond Buyer "Deal of the Year" award. Prior to joining PFM in 2015, Blake worked in public sector banking at a major national bank, at Fitch Ratings as a fixed income credit analyst covering municipal bonds and as an analyst with the Texas Legislative Budget Board. Blake was also a Teach for America corps member from 2005-2007.</p> <p>Minimum Notice to Availability: 100% - always available</p>
<p>John Crumrine <i>Director</i></p> <p>Role with the City: Financial Modeling</p> <p>Office Location: Austin, TX</p> <p>Relevant Licenses: Municipal Advisor Representative (Series 50)</p> <p>Education: B.B.A., Abilene University</p>	<p>John is a director in the Austin office and has been employed with PFM since 2008. His efforts are primarily directed towards the provision of financial advisory services to city, City, K-12 education, higher education, and public improvement district ("PID") clients. Notably, John's clients include Travis County and Bastrop County. He is a hands-on, technical financial advisor who has partnered with a variety of clients across the nation, and primarily, Texas, to produce unique and innovative solutions.</p> <p>As a lead financial advisor/lead quantitative analyst, John has structured, sized and priced fixed-income securities issues with a par amount in excess of \$7 billion (including tax-exempt, taxable, new money and refunding bond issues) utilizing both the competitive and negotiated bond sale process. These issues include a variety of financing and credit structures to include general obligation bonds, revenue bonds (for airports, electric utilities, water/wastewater utilities, transportation agencies/corporations, and higher education), and non-rated special assessment debt. John also provides advisory services related to commercial paper programs and alternative bank financing strategies. He is knowledgeable in the use of credit enhancements and derivative products as well as private placements with major investment establishments.</p> <p>Minimum Notice to Availability: 100% - always available</p>



Team Member	Brief Resume
<p>Thomas Lastrapes <i>Senior Analyst</i></p> <p>Role with the City: <i>Engagement Support; Financial Modeling; Refunding Analysis</i></p> <p>Office Location: Austin, TX</p> <p>Relevant Licenses: Municipal Advisor Representative (Series 50)</p> <p>Education: B.S. in Business Administration and Finance, Auburn University</p>	<p>Thomas Lastrapes joined PFM in 2018. Thomas assists senior personnel with quantitative analysis and deal support across all types of state and local issuers. His duties include structuring, sizing, and pricing of new money and refunding municipal bond issues. He is also involved in analyzing issuer's outstanding debt, and evaluating financial models to identify refunding opportunities. Prior to joining PFM, Thomas spent two years as an analyst at the Municipal Advisory Council of Texas developing financial reports for issuers and investors across the state</p> <p>Minimum Notice to Availability: As needed</p>
<p>Dan Kardish <i>Analyst</i></p> <p>Role with the City: <i>Engagement Support; Financial Modeling; Refunding Analysis</i></p> <p>Office Location: Austin, TX</p> <p>Relevant Licenses: Municipal Advisor Representative (Series 50)</p> <p>Education: B.S. in Economics and Urban Studies, University of Pittsburgh</p>	<p>Dan joined PFM in 2019. He works in the general financial advisory sector, providing technical and quantitative support for various clients. His present duties include structuring, sizing, pricing new money and refunding municipal bond issues. He is also involved in assessing municipal issuer's outstanding debt and performing analysis of refunding opportunities.</p> <p>Minimum Notice to Availability: As needed</p>



8. Provide fee schedules as described in Section E. fees. List any estimated out-of-pocket expenses to be paid by the City of Umland. Explain how your firm controls out-of-pocket expenses.

● **Fee schedules for short and long-term debt issuance on a transactional basis, expressed as a rate per \$1,000.**

For PID bond issuances, we propose PID debt transaction fees at a flat rate fee schedule of \$20 per \$1,000 of bonds issued.

For non-PID bonds such as general obligation bonds or utility system revenue bonds, PFM proposes a bond transaction base fee of \$20,000 plus \$1.00 per \$1,000 of bonds thereafter.

Out-of-pocket expenses include but are not limited to at-cost reimbursement for travel (mileage), meals and lodging related to any meetings and presentations where PFM is requested to attend. In an effort to control out-of-pocket expenses, any travel and related expenses would need to be pre-approved by the City.

● **Services not directly associated with the issuance of debt to be shown on an hourly or retainer basis.**

To the extent specific non-transactional projects, such as the development of a financial model or a specific study, lead to the City requiring significant amounts of time from our financial advisory team, we would negotiate a separate fixed-fee arrangement or use the hourly rates shown here. (Note: We do not charge for administrative time logged by Senior Associates and Associates.) Alternatively, we for special projects, we would be willing to negotiated a fixed fee schedule per project, subject to the goals of the City.

Experience Level	Hourly Rate
Managing Director	\$350
Director	\$325
Senior Managing Consultant	\$300
Senior Analyst	\$275
Analyst	\$250

● **A fee schedule for arbitrage rebate calculation services**

Arbitrage rebate services would be provided under a separate and discrete agreement with PFM Asset Management LLC. Arbitrage rebate services fees are proposed as a base fee of \$1,250 as a Report Fee, per issue, per annual report – to include Arbitrage Rebate and/or Yield Restriction Calculation, bond issues with outstanding proceeds. An additional \$500 Report Fee, per issue, per annual report – Bona Fide Debt Service Reserve Fund testing (only if applicable).



-
- 9. Identify and discuss any potential conflicts of interest, including those dealing with other jurisdictions in the Hays City/Uhland regional area.**
-

To Our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair Our ability to provide advice to or on behalf of the client in accordance with applicable standards of conduct of MSRB Rule G-42. Further, we do not represent developers on PID bond issuances and we do not underwrite municipal securities. We serve only in a fiduciary capacity.

-
- 10. Disclose if your firm currently is or, in the past three years, has been the subject of an SEC, NASD, MSRB, federal, or local government inquiry and/or investigation? If so, describe the nature and disposition of any and all such inquires or investigations. Have any of these entities invoked sanctions against your firm or your staff?**
-

PFM Financial Advisors LLC has not within the last three (3) years, been the subject of an SEC, NASD, MSRB, federal, state, or local government inquiry or investigation.

-
- 11. Provide evidence of professional liability (E&O) policy with a minimum limit of \$1,000,000.**
-

PFM maintains a comprehensive corporate insurance policy program and we have provided our evidence of insurance coverage in Appendix C of this proposal.

-
- 12. Attach a copy of financial advisory services contract proposed by your firm without fee information.**
-

See Appendix D.



II. Qualifications



A potential Financial Advisor should meet the following qualifications:

1. A minimum of ten (10) years of prior experience in the business of providing financial advisory services to issuers of tax-exempt debt in Texas.

The core management team that will be assigned to the City of Dennis Waley, Blake Roberts, and John Crumrine have a combined 61 years of financial advisory experience. We have advised on Texas PID bond issuances since 2010.

2. Experience with public improvement districts and PID bonds.

PFM has worked extensively with City clients in the issuance of PID Bonds. Since 2010, we have served as financial advisor to the City of Austin, the City of Galveston and Travis County in the issuance of PID bonds. Nationally, we have worked with special assessment districts across the country in California, Florida and elsewhere on the issuance of special assessment debt. We are one of the few FA firms in the country that possesses both local Texas expertise and can also bring to bear the best practices of special assessment issuers across the country.

3. Experience with various debt instruments including bonds, notes, commercial paper, variable rate issuers, leases, and other alternate financing instruments.

PFM's Texas practice has a wide berth of experience with all municipal credits and uses a variety of research platforms to ensure the strongest results for our clients. Since 2014, PFM has advised on the issuance of more than \$21.3 billion of par in Texas across a variety of debt types, including tax-exempt, taxable, GO and revenue debt, as well as using fixed- and variable-rate structures, credit enhancements, derivative products, and private placements through banks and government entities.⁵ In 2020, we advised on 70 transactions in Texas for a total of \$5 billion in par.⁶

We routinely communicate with major investors and maintain databases of hundreds of clients, many of which are cities, to track secondary market performance, the relative pricing performance of fixed-rate bond issues and variable-rate programs. Using these databases, we will continue to independently benchmark the City's pricing relative to current market levels and to other utility entities. We also subscribe to a number of online services that provide us with up-to-the-minute data on market conditions and allow our clients to take advantage of some of the most sophisticated market analysis available, better enabling them to properly structure and time the sale of their issues.

4. Experience with obtaining credits supports and bond insurance.

Similarly, to the rating agency experience and methods we share in the next portion of this RFQ, we are fully prepared to assist all clients with the necessary credit supports and insurance for each transaction.

At the height of the municipal bond insurance market, the landscape for bond insurance was quite competitive with several AAA bond insurer options. Since 2008, their credit has deteriorated and resulted in massive downgrades from the rating agencies. PFM maintains a listing of the current credit ratings and credit watches for all bond insurers. PFM utilizes a proprietary Bond Insurance Valuation Model to evaluate the potential benefit on bond insurance on a maturity-by-maturity basis. In addition to being able to determine the break-even bond insurance premium, the PFM model also can evaluate the potential benefit of bond insurance assuming various refunding scenarios. This is an important feature that sometimes

⁵ Source: *Ipreo, as of December 31, 20120.*

⁶ Source: *Municipal Advisory Council of Texas, as of December 31, 2020.*



can be overlooked, since many models just assume that the bonds are outstanding to maturity. Based on our extensive market experience, PFM knows how to assess the full value of an issuer's bonds accurately on an unenhanced basis. The importance of this attribute cannot be overstated. For example, if an advisor or underwriter does not properly assign the correct yield to the unenhanced bonds, the value of bond insurance would be overstated. PFM also is familiar with bond insurer reserve requirements and related impacts on insurer profitability. Among our other clients, PFM has used its insurance valuation model for issues by the Massachusetts Educational Financing Authority, Michigan Department of Transportation, and many others.

In conclusion, we are prepared to analyze all credit enhancement options for our clients.

5. Experience with rating agencies and hands-on experience with the credit rating process. Knowledge and experience with ratings criteria used not only by the major credit rating agencies, but also the typical large institutional purchasers of tax-exempt debt.

While most new development and PID bond issuances will not obtain investment grade ratings at the time of initial issuance, it is common to secure an investment grade rating from the rating agencies after development is completed and when refunding or restructuring the initial transaction. Recently, there have been several PID bond issuances that have been able to secure bond insurance and an investment-grade rating. Unless a PID geography is simply too small, investment grade rates are attainable once development has been substantially completed.

As it relates specifically to PID bonds, the rating agencies will evaluate the credit based on the following primary factors:

- **District Size & Diversity of Ownership** – Typically rating agencies will want to see a minimum acreage amount (typically >100) and residential units, as well as diversity of land ownership to signal that development is complete and there is a sufficiently diverse resource base to repay assessments.
- **Repayment & Development** – Rating agencies prefer a substantially completed development and VTL (typically > 15:1). Rating agencies will also look at delinquencies in the PID and overall socio-economic factors of the area.
- **Legal Structure** – The legal structure of the PID bond issuance is key. Typically, rating agencies want to see a fully-funded cash reserve fund as well as protections limiting the issuance of additional parity bonds.

If PFM and the financing team believe a future PID issuance might be a candidate for an investment grade rating, PFM will assist with developing sophisticated, comprehensive credit presentations which incorporate all the client's positive credit features and provides responses to any actual or potential credit negatives. We will advise the City to help ensure that all relevant points are covered in the rating presentation, new and trending topics of interest to the analysts are addressed, the impact of any new ratings criteria is incorporated and that the City's credit is communicated in a clear and positive light.

PFM's financial advisory business is a strong supporter of a well-thought-out investor relations program. We believe that the strongest factors impacting investor demand for any bond sale are the level of investor awareness of the sale and understanding of the issuer's credit and bond structure. To maximize investor awareness and credit understanding, ongoing investor outreach must be implemented, and focused marketing to both institutional and retail investors must be executed prior to each sale. A consistent and thorough investor relations program will stimulate investor demand and enable an issuer to achieve lower borrowing costs.



Current rating agency and investor conversations are focused on liquidity given COVID-19 and the related ramifications to governmental budgets. Budgetary impacts as well as the City's planned budget measures will be key in demonstrating strong financial management and the City's ability to weather near-term budgetary challenges.

We are extremely active in the credit rating review process. Our clients are well-prepared to respond to issues raised by rating analysts. We will often prepare the rating presentation in conjunction with our client or supplemental material for rating agency consideration, in order to help ensure our client's credit position is fully presented. We will coordinate the credit rating process to help ensure that the rating is released in a timely manner to facilitate the sale process. Our experience with the rating agencies during the past four years is detailed below.

6. Experience with refinancing and other negotiated underwritings, including refinancing of State Loans, restructuring of existing debt, underwriter selection, timing of issues, and pricing.

One of PFM's greatest strengths is our in-house PFM Pricing Group: a dedicated group of advisory professionals whose job is to provide bond pricing guidance to our clients by following primary and secondary municipal market activity and interact with the underwriters' desks on behalf of our issuing clients. The PFM Pricing Group is located in our Charlotte, North Carolina office. Although PFM is a financial advisor and not an underwriter, PFM's advisory volume exceeds the volume of the top underwriters in the municipal industry. We are in the market on behalf of our clients an average of three times a day, and this constant presence gives us significant advantage over other firms when it comes to bond pricing. Our size and market presence gives PFM the knowledge of a major investment bank with the independence of a financial advisor. The sole responsibility of our Pricing Group is to provide our clients with the analytics, market knowledge, and insight seeking to obtain the optimal interest cost for their transactions.

2020 Full Year Overall Long Term Municipal New Issues
 PFM vs Underwriter Ranking
 Equal to Each Firm, of Advisor True Economics to Each Underwriter
 Source: Refinitiv

Source	Ranking	Issues	\$ in millions
PFM	1	983	69,733
BofA Securities Inc	438		61,006
Citi	406		47,391
J.P. Morgan Securities	398		44,004
Morgan Stanley	353		34,736
RBC Capital Markets	668		28,773
Wells Fargo & Co	259		26,609
Piper Sandler & Co	832		19,818
Goldman Sachs & Co	117		16,342
Jefferies LLC	105		16,281

Furthermore, the Pricing Group's constant presence in the municipal bond pricing process helps foster professional peer-to-peer relationships with underwriting desks, as well as a better understanding of the internal workings of the underwriting process. PFM couples this market knowledge with our own proprietary analytical pricing tools (e.g., option adjusted spread, or "OAS") to develop our own pricing targets, independent of and before the presentation of the underwriting team's consensus scale.

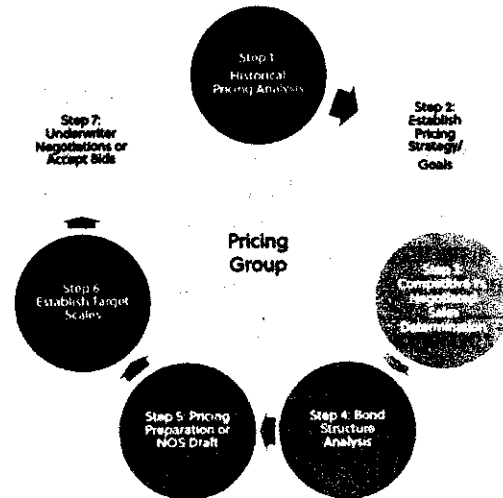
Whether a negotiated or competitive sale, PFM's role simply is to assist our clients in achieving the best results possible.

Pricing Group

PFM's bond Pricing Group is readily available to support the negotiated pricings of the City's bonds. The Pricing Group provides centralized access to market information and trends, and leverages our knowledge firm-wide for our clients' benefit.



PFM is as frequent a market participant as the largest investment banking firms, with access to all the necessary market information. Moreover, being an independent firm, our approach to the negotiated sale process is more analytical and transparent. PFM provides our clients with professionals dedicated solely to bond pricing negotiations and analytics, who exploit all available market data and tools for our clients' benefit. Utilizing these resources, we will provide highly quantitative, current, and relevant market information to the City. PFM's Pricing Group utilizes multiple real-time and general-market data sources, which feed into proprietary models to optimally price clients' bond issues. In pricing fixed-rate debt issues, the group compares historical transactions to various indices on a maturity-by-maturity basis, establishing relative credit spreads. For indices and indicative pricing, the group uses the triple-A scales prepared by Municipal Market Data, Bloomberg, the Consensus, and SIFMA. Real-time market prices come from Bloomberg and Thomson Municipal, and real-time bond orders during pricing come from Ipreo. Such data sources feed into numerous models, which help establish pricing targets and allow the firm to proactively negotiate prices during bond sales.



We will enter the pricing of the City's bonds with an independent view of how each maturity should price. Our view is well respected by the underwriting community and often serves as the basis of pre-pricing adjustments to the scale. The group's option-adjusted yield-pricing model draws from multiple sources to eliminate "noise" created by varying coupons, call structures, and payment dates when setting pricing targets. Additionally, the group compares prior issues to those with similar attributes and credit structures, again using a mixture of proprietary technologies and data from Bloomberg and Thomson Municipal Market Monitor. Several other proprietary models help to evaluate alternative securities, couponing decisions, and call structures. Finally, PFM maintains an exhaustive database of underwriter takedowns observed across hundreds of debt issues over a wide variety of categories

-
- Adequate and experienced staff to assess and complete arbitrage rebate analysis in conformance with regulatory requirements including but not limited to performing the analysis, advising the City of Umland, issuing formal reports and schedules, and completing all required forms for submission to the U.S. Department of Justice (Internal Revenue Service).**
-

Although PFM's arbitrage rebate team is not a part of PFM Financial Advisors LLC, their services can be requested for our FA clients. The team is filled with qualified and capable professionals like Mike Steinbrook.



Arbitrage Rebate Member	Team	Brief Resume
<p>Michael Steinbrook <i>Director</i></p> <p>Role with the City: Arbitrage Rebate</p> <p>Office Location: Harrisburg, PA</p> <p>Education: MBA in Finance and Accounting/Taxation Fordham University</p>		<p>16 Years with PFM 16 Years of Experience</p> <p>Mike Steinbrook joined PFM in 2004 as an arbitrage rebate analyst in the Harrisburg office and was promoted to director in 2014. Mike is the co-leader of PFM's Arbitrage and Tax Compliance Group, managing client relationships nationally with a focus on issuer's in Texas and the Northeast and Midwest regions of the country. Mike also manages arbitrage rebate compliance for PFM's Texas and Midwest region LGIPs. He is responsible for business development and client management efforts, staff development, internal and external training, quality control and developing the methodologies, approaches and strategies.</p> <p>Mike has prepared and reviewed thousands of analyses including arbitrage rebate and yield restriction calculations, spending exception analyses, cash flow analyses, transferred proceeds calculations, commingled funds analyses, variable-rate yield computations, liability optimization strategies, and other arbitrage related services. He also assists issuers in the development and implementation of post-issuance compliance policies and procedures and investment strategies for tax-exempt bond proceeds.</p> <p>Additionally, Mike is the leader of PFM's verification practice, providing verification agent services for refunding and defeasance escrow transactions. Mike provides group and individual client staff training regarding arbitrage rebate and post-issuance compliance and is a frequent speaker at conferences.</p>

8. Adequate qualified and experienced staff with previous municipal finance experience. Key staff members must be willing and available to respond to questions from the City of Umland's staff on a continuing basis.

Please see our response to question 1.7 to see qualified staff experience.

9. Adequate technical support to meet the needs of the City of Umland.

PFM's Resources

PFM's financial advisory business has long been a leader in helping client staff, leadership, and governing bodies with the development of long-term financial and capital plans, including the identification of resources and development of priorities and goals for the appropriate balance of debt issuance vs pay-as-you-go capital spending. PFM is well-positioned to assist the City build upon its financing best practices and help to tailor a long-range capital and debt plan to meet your objectives.



We routinely work with our clients in developing multi-year financing plans, as we believe this is a best practice for any government entity. This involves outlining the expected expenses that will be incurred, plus evaluating the impact on operations, balance sheet, and credit ratings—including how these factors will influence key rating criteria, if applicable. Upon determining the capital needs, we also conduct a debt capacity analysis to evaluate the level of debt that can be supported by the revenue streams available. This capacity analysis takes a multi-year view of our client's organization.

PFM understands the importance of accountability, transparency, and sustainability when it comes to developing plans of finance for our government clients. From project delivery to fiscally prudent and judicious planning, we believe the City wishes to deliver the projects and programs required to support sound operations while being sensitive to political pressures around ballot measures and tax increases. PFM believes the successful implementation of the City's capital plan is an opportunity to not only fund important infrastructure projects in the near-term, but also to set the stage and preserve the ability to fund future projects and programs over the long-term. In meeting this mission, PFM would work with the City to develop a borrowing and capital structure that strikes the desired balance of achieving financing flexibility at a low cost of capital while meeting ratepayer and taxpayer affordability objectives

We would like to emphasize that multi-year financial planning is one area where we believe that we differ from our competitors. We would like to stress that we view a financial advisory relationship not simply as a transaction engagement, but as a consulting engagement that marries transactions with capital planning in the overall plan of finance. Having an idea of future financing needs will enable the City to structure debt offerings with a high degree of cost-effectiveness. Establishing formal written policies regarding the capital plan provides a quantitative basis for measuring outcomes and making financial decisions. In addition, rating agencies look favorably on debt issues that are part of a well-conceived, long-term plan, as opposed to financings that are carried out in a fragmented, disorganized manner. In short, the rating agencies view long-term policies and plans as essential to sophisticated financial management. Ultimately, implementing financing and debt policies will enable the issuer to carry out capital expansion plans more efficiently, while preserving market access for future debt. We are driven not by financial transactions, but by financial planning. While assisting the City in the further development of a capital plan, we will ensure that each successive financing is executed in a manner consistent with the objectives set forth in the long-term capital plan.

PFM's financial advisory team would assist the City to create a flexible, cost-effective plan of finance, in consideration of the local, political, economic, legal, or other factors that may function as constraints. We will also assist the City in evaluating and recommending different financing strategies based upon your financing needs, objectives and priorities, available resources, and statutory authority for the repayment. We routinely use innovative ideas and creative solutions as tools to assist clients in realizing their objectives and solving their problems—not as a means of doing deals. Innovation for its own sake has little value and may be risky—but as part of carefully crafted plans that reduce cost, it can increase revenue or maximize future flexibility, as innovative financing techniques can often add significant value and make the infeasible achievable. We have developed and assisted clients in implementing many innovative financing techniques and analyses, in each case tailoring them to the objectives and constraints of that particular entity.

Analytical Capabilities

PFM professionals are rigorously trained in sophisticated quantitative analysis and are also supported by several centralized resources that facilitate the regular flow of relevant market and other information. Our Marketing, Research and Training Support group maintains an extensive library of industry publications and reports as well as on-line news resources such as Factiva, Bond Buyer and Thomson Municipal News. In addition to our in-house technical resources, PFM makes



use of nationally recognized timesharing networks, database management systems, and market information repositories including those of: Bloomberg, Thomson-Reuters (Securities Data Corporation), Thomson Financial and Municipal Market Data, MuniStatements, Factiva, eMAXX, rating agency databases, and Municipal Market Advisors. Please refer to the representative list found below. All of these resources allow us to also track municipal new issue pricings, access market interest rate scales, search for credit reports, and track secondary market trading activity and holders of bonds.

We subscribe to reputable data and software providers, which we regularly utilize to obtain market data, securities information, rating information, etc. to provide to clients. We also subscribe to a number of online services that provide us with up-to-the-minute data on market conditions and allow our clients to take advantage of some of the most sophisticated market analysis available, better enabling them to properly structure and time the sale of their issues. Some of these services follow.

MARKET RESEARCH AND DATA SOURCES	
Thompson Municipal (TM3)	Current market and historical municipal data, including MMD Indices, MuniStatements, pricing wires, comparables, secondary market trading information, and bond market news
Securities Data, J.J. Kenny Secondary Market Data	Database of historical financial market information
Bond Buyer Indices and Data	Interest rate trends, visible supply, spreads, other indicators, historical trading data, current bond market news
Bloomberg	Live-feed securities/derivative pricing information and capital markets news
TradeWeb	Online trading platform
CDA Spectrum Bond Watch	Investor holdings
Rating Agency Services	Subscriptions to all online services from rating agencies

We use a combination of proprietary licensed programs and internally developed models to optimize the structuring and execution of transactions. These include but are not restricted to the models that follow.

STRUCTURING AND ANALYTICAL TOOLS	
DuBois Brown & Co. (DBC)	Licensed sizing and structuring program
SwapViewer	Proprietary swap valuation model
MBRM	Licensed swap valuation software
Proprietary ALM Model	Developed in-house to analyze net interest rate risk exposure
Proprietary FRM Model	Developed in-house to analyze issuer risk portfolios
Proprietary Insurance Model	Developed in-house to assess cost and benefit of insurance
Proprietary OAY Model	Developed in-house to analyze option-adjusted yields, price fixed-rate bonds, and analyze option-based structural features
Proprietary Deep Discount Model	Developed in-house to analyze impact of deep discount pricing
Proprietary Call Option Model	Developed in-house to analyze the value of different call options
Proprietary MBM Insurance Model	Developed in-house to optimize municipal bond insurance procurement



STRUCTURING AND ANALYTICAL TOOLS

Proprietary Refunding Efficiency

Developed in-house to analyze refunding candidates based on expected option value

Furthermore, PFM has full access to all rating reports that are produced by Moody's, S&P, and Fitch. Given the volume of change at the rating agencies, PFM regularly disseminates updates to our clients on developing trends at the rating agencies, and creates forums (such as webinars) for information exchange among our clients. We find these efforts make PFM and our clients more effective when the rating agencies or other municipal market participants are seeking requests for comments on major criteria changes. Lastly, PFM subscribes to Moody's Municipal Financial Ratio Analysis Database that includes key statistics of all U.S. issuers that are rated by Moody's. PFM uses the MFRA database extensively in preparing our clients for the rating process.

Quantitative Strategies Group

Our QSG is comprised of dedicated professionals with the goal of developing proactive strategies and tools for all of our business practices. Through the use of advanced financial analysis and commercial and proprietary software, the QSG develops customized solutions to meet the individual quantitative needs of our clients. PFM has built numerous customized models for our clients, including, but not limited to, debt capacity models, cash flow models, refunding analysis models, and secondary trade evaluation models. PFM's outstanding quantitative abilities allow us to prepare models that take into account not only any proposed new measure but numerous alternatives.

In addition to our ongoing, firm-wide support, the QSG constantly monitors the municipal market to stay abreast of new and emerging products and strategies. Our strong market presence places us at the forefront of the development and implementation of these tools and strategies for our clients.

Client Training

One of our hallmarks is our focus on informing and educating our clients using both formal and informal approaches. We continue to expand the mediums of communication to our clients, and we pride ourselves on being responsive to clients' needs and suggestions. As summarized below, our forums to educate our clients include our sponsored seminars and highly organized training events.

- **Training Sessions.** Selected clients are invited annually to our office in Philadelphia, Pennsylvania for a week-long training session by our financial professionals. Additional annual sessions are held in other major cities across the country (including in **Houston in February 2018**), including an upcoming session in Houston on February 5-9. During this intensive training, clients attend seminars on all aspects of finance, governance, debt issuance, pension, and other topics.
- **Webinars and Conference Calls.** We provide periodic web and telephonic conferences covering a variety of public-sector, economic, and other topics.
- **Offsite Client Training.** Clients are invited to attend our firm's sponsored educational seminars held at off-site locations. These training events often feature industry subject matter experts on various public finance, economic, or other finance-related topics. Many of our training sessions also qualify for CPE credit



III. Appendix



A. Legal Exceptions



Legal Exceptions

RFP pg. 4 of PDF – B. STATEMENT OF QUALIFICATION

10. PFM Financial Advisors LLC has not within the last three (3) years, been the subject of an SEC, NASD, MSRB, federal, state, or local government inquiry or investigation.

If PFM Financial Advisors LLC is awarded the engagement, we respectfully request the inclusion of certain provisions in the resulting contract that are regulatory requirements driven by our status as a municipal advisor registered with the Securities and Exchange Commission (“SEC”) and with the Municipal Securities Rulemaking Board (“MSRB”) (e.g., municipal advisor description; the scope of MA services, form and basis of compensation, termination or withdrawal of the client relationship, conflicts of interest disclosure, and our disclosure of any legal and disciplinary events).



B. Resumes



Blake Roberts

Director

PFM Financial Advisors LLC



Blake Roberts is a senior managing consultant based in the firm's Austin office. He provides financial advisory services to cities, counties, public power utilities, water and wastewater utilities, school districts, community colleges, housing authorities and special assessment districts. He is responsible for the design and implementation of complex plans of finance for capital programs, transaction management and oversight, and credit strategies for the firm's clients in Texas and California.

Blake's transaction advisory experience spans general municipal infrastructure, affordable housing, non-rated development bonds, conduit financings, and financings through the Texas Water Development Board. He also provides advisory services related to commercial paper programs and alternative bank financing strategies.

In 2019, Blake was a financial advisor on Austin Energy's issuance of taxable revenue bonds to fund the acquisition of a biomass power plant, which eliminated an above-market power purchase agreement; the transaction received a Bond Buyer "Deal of the Year" award.

Prior to joining PFM in 2015, Blake worked in public sector banking at a major national bank, at Fitch Ratings as a fixed income credit analyst covering municipal bonds and as an analyst with the Texas Legislative Budget Board. Blake was also a Teach for America corps member from 2005-2007.

Contact

111 Congress Avenue
Suite 2150
Austin, TX 78701

robertsb@pfm.com
512.614.5324 office

Specialties

Financial Advisory

Education

B.A. in American Studies
Texas A&M University

M.S. in Public Policy
Carnegie Mellon University

Professional Designations or Licenses

Municipal Advisor
Representative (Series 50)

Started with PFM: 2015

Started in the Field: 2008



John Crumrine

Director

PFM Financial Advisors LLC

John is a director in the Austin office and has been employed with PFM since 2008. His efforts are primarily directed towards the provision of financial advisory services to city, county, K-12 education, higher education, and public improvement district (PID) clients. He is a hands-on, technical financial advisor who has partnered with a variety of clients across the nation, and primarily, Texas, to produce unique and innovative financing solutions.

As a lead financial advisor/lead quantitative analyst, John has structured, sized and priced fixed-income securities issues with a par amount in excess of \$7 billion (including tax-exempt, taxable, new money and refunding bond issues) utilizing both the competitive and negotiated bond sale process. These issues include a variety of financing and credit structures to include general obligation bonds, revenue bonds (for airports, electric utilities, water/wastewater utilities, transportation agencies/corporations, and higher education), and non-rated special assessment debt.

John also provides advisory services related to commercial paper programs and alternative bank financing strategies. He is knowledgeable in the use of credit enhancements and derivative products as well as private placements with major investment establishments.

Prior to joining PFM, John worked in the fixed-income capital markets group of an investment bank.



Contact

111 Congress Avenue
Suite 2150
Austin, TX 78701

crumrinej@pfm.com
512.614.5325 office

Specialties

Financial Advisory

Education

B.B.A.
Abilene Christian University

M.A.
Harvard University

Professional Designations or Licenses

Municipal Advisor
Representative (Series 50)

Started with PFM: 2008

Started in the Field: 2006



Dennis P. Waley, CPA

Managing Director
PFM Financial Advisors LLC

Dennis Waley joined PFM in July 2005 and serves as a managing director in the firm's Austin office. Prior to joining PFM, Dennis served the City of Austin for over 20 years, and as City Treasurer for the last eight of those years. He was responsible for cash management, debt management and the investment management of a \$1.2 billion portfolio for the City. Dennis also served on several city boards, including the Employees Retirement System, Firefighters Retirement System, and the Deferred Compensation Committee.

Dennis' financing experience includes debt issuance for General Obligation, Electric Utility, Water and Wastewater Utility, Airport, Convention Center and other governmental issuers. He has participated in over \$20 billion in financings using both fixed- and variable-rate structures, and has extensive experience working with rating agencies and insurance providers.

Dennis is a member of the Government Treasurers' Organization of Texas (GTOT) and Government Finance Officers' Association of Texas (GFOAT). He served as GTOT president in 2003, and also as a board member and legislative committee chair.



Contact

111 Congress Avenue
Suite 2150
Austin, TX 78701

waleyd@pfm.com
512.614.5323 office

Specialties

Financial Advisory

State & Local Governments

Education

B.B.A. in Finance
University of Texas at Austin

Professional Designations or Licenses

Certified Public Accountant
(CPA)

Municipal Advisor
Representative (Series 50)

Started with PFM: 2005

Started in the Field: 1985

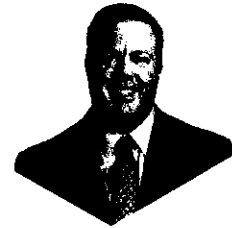


Todd Fraizer, CFA

Managing Director
PFM Financial Advisors LLC

Todd Fraizer is a managing director in the firm's Charlotte office. He leads PFM's Pricing Group, which provides pricing resources and negotiation support for clients nationwide. He has assisted in pricing more than 3,000 transactions totaling more than \$750 billion of municipal bonds for PFM issuer clients.

Prior to joining PFM, Todd was the vice president of finance for the Kansas Development Finance Authority. In this role, he served as the primary project manager for more than \$2 billion of general purpose, higher education, pension obligation, transportation, and state revolving fund transactions. Before that, he gained futures and options trading experience while at the Kansas City Board of Trade.



Contact

11605 North Community House
Road
Calhoun Building, Suite 500
Charlotte, NC 28277

fraizert@pfm.com
704.319.7921 office

Specialties

Financial Advisory

Education

B.A. in English Literature
University of Kansas

MBA in Finance
University of Missouri-Kansas
City

Professional Designations or Licenses

Chartered Financial Analyst
(CFA)

Municipal Advisor
Representative (Series 50)

Started with PFM: 2005

Started in the Field: 1998



C. Certificate of Liability Insurance



Insurance Statement

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$40 million and \$25 million single loss/ \$50 million aggregate, respectively. PFM also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$250 collision
Cyber Liability \$25,000
General Liability \$0
Professional Liability (E&O) \$1,000,000
Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O).....	Endurance American Insurance Company; (A+; XV)
.....	Argonaut Insurance Company; (A+; XIV)
.....	Everest National Insurance Company; (A+; XV)
.....	XL Specialty Insurance Company; (A+; XV)
.....	Continental Casualty Company; (A; XV)
.....	Starr Indemnity & Liability Company; (A; XV)
.....	Federal Insurance Company; (A++; XV)
Financial Institution Bond.....	Federal Insurance Company; (A++; XV)
.....	Great American Insurance Company; (A+; XV)
.....	U.S. Fire Insurance Company; (A; XV)
Cyber Liability.....	Greenwich Insurance Company (A+; XV)
.....	Arch Insurance Company; (A+; XV)
General Liability.....	Great Northern Insurance Company; (A++; XV)
Automobile Liability.....	Great Northern Insurance Company; (A++; XV)
Excess /Umbrella Liability.....	Federal Insurance Company; (A++; XV)
Workers Compensation.....	Vigilant Insurance Company; (A++; XV)
& Employers Liability	



D. Example Financial Advisory Services Contract

PFM FINANCIAL ADVISORS LLC
AGREEMENT FOR FINANCIAL ADVISORY SERVICES

This agreement (“Agreement”), made and entered into this ___ day of _____, 20___, by and between _____ (“[Client]”) and PFM Financial Advisors LLC (hereinafter called “[PFM]”), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, Client desires to obtain the services of a financial advisor to develop and assist in implementing Client’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

I. SCOPE OF SERVICES

PFM shall provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. Client acknowledges and agrees that most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

II. WORK SCHEDULE

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the

responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to Client.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to Client prior to or together with this Agreement.

IV. FINANCIAL ADVISORY COMPENSATION

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below. All fees shall be due to PFM within thirty (30) days of the date of invoice.

1. Reimbursable Expenses

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

2. Other Services

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

V. TERMS AND TERMINATION

This Agreement shall be effective from _____ until _____ (the "Initial Term") and shall automatically renew for additional __ year periods (each a "Renewal Term" and together with the Initial Term, the "Term", unless terminated in writing by either party upon thirty (30) days written notice to the other party.

Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

VI. ASSIGNMENT

PFM shall not assign or transfer any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that PFM retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM's business without any such consent.

VII. INFORMATION TO BE FURNISHED TO PFM

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement (“Data”) shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

VIII. NOTICES

All notices and other communication required under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, or by nationally recognized courier, with written verification of receipt. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party:

[CLIENT]

[Client’s Address]

[Client’s Address]

[Attention: _____]

PFM FINANCIAL ADVISORS LLC

111 Congress Ave, Suite 2150

Austin, TX 78701

Attention: Dennis Waley, Managing Director

IX. TITLE TRANSFER

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client’s reasonable request no later than three (3) years after the termination of this Agreement PFM shall deliver to the Client copies of any deliverables pertaining to this Agreement.

X. PFM’S REPRESENTATIVES

1. Assignment of Named Individuals

The professional employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the advisory team members set forth below.

- Dennis Waley
- Blake Roberts

2. Changes in Advisory Team Requested by the Client

The Client has the right to request, for any reason, that PFM replace any member of the advisory team. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

XI. INSURANCE

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

XII. LIMITATION OF LIABILITY

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, PFM shall have no liability to any party under this Agreement.

XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

XIV. APPLICABLE LAW

This Agreement shall be construed, enforced, and administered according to the laws of the State of Texas. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action. Any litigation between the Parties arising out of this Agreement shall be and remain in _____ County, Texas in the court of appropriate jurisdiction.

XV. ENTIRE AGREEMENT; SEVERABILITY

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM shall not in any way be deemed an amendment or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVI. EXECUTION; COUNTERPARTS

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

IN WITNESS WHEREOF, Client and PFM have executed this Agreement as of the day and year herein above written.

[CLIENT]

By: _____

Name: _____

Title: _____

PFM FINANCIAL ADVISORS LLC

By: _____

Name: _____

Title: Managing Director

EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning and Policy Development upon request of the Client:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Analyze future debt capacity to determine the Client's ability to raise future debt capital.
- Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.
- Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.
- Conduct strategic modeling and planning and related consulting.
- Attend meetings with Client's staff, consultants and other professionals and the Client.

- Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the Client in preparing financial presentations for public hearings and/ or referendums.
- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds,

redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.

EXHIBIT C
INSURANCE



E. Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE
USE
ONLY**

Date
Received

1. Name of person who has a business relationship with local governmental entity.

2. Check this box if you are filing an update to a previously filed questionnaire.

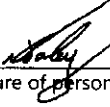
(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

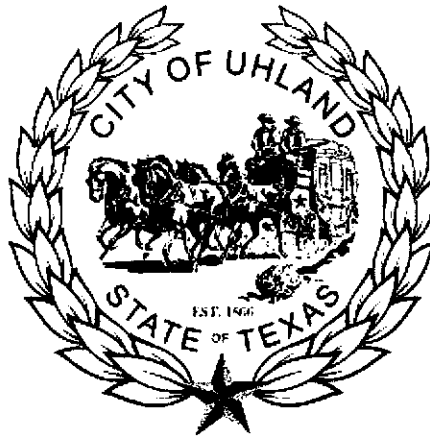
3. Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?
 Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?
 Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?
 Yes No
- D. Describe each employment or business relationship with the local government officer named in this section.

4.  2/1/2021
 Signature of person doing business with the governmental entity Date



CITY OF UHLAND, TEXAS

REQUEST FOR QUALIFICATIONS ("RFQ")

FOR

FINANCIAL ADVISOR SERVICES

FEBRUARY 18, 2021

SUBMITTED BY:

Ms. Christina M. Lane
Senior Managing Director
6805 Capital of Texas Highway, Suite 350
Austin, TX 78731
clane@samcocapital.com

 **SAMCO** Capital

TABLE OF CONTENTS

GENERAL INFORMATION ABOUT THE FIRM	2
REFERENCES.....	6
ASSIGNED PERSONNEL.....	7
CLIENT LIST	9
ADDITIONAL SERVICES.....	10
APPROACH FOR SMALL ISSUERS	11
ASSIGNED PERSONNEL AVAILABILITY.....	12
FEE SCHEDULE.....	15
CONFLICTS OF INTEREST	17
INVESTIGATIONS/SANCTIONS.....	18
ERRORS & OMISSIONS POLICY	19
PROPOSED SERVICES CONTRACT.....	20
APPENDIX A:	COMPREHENSIVE CLIENT LIST
APPENDIX B:	E&O POLICY

1. General Information about the firm.

A. Name, address and phone number of the firm

SAMCO Capital Markets, Inc.
6805 North Capital of Texas Highway, Suite 350
Austin, Texas 78731
Office: (512) 343-0268
Cell: (512) 540-3967

clane@samcocapital.com

www.samcocapital.com

B. History of the firm

SAMCO Capital Markets, Inc., (SAMCO) is a Texas-based firm started by Texans to serve Texans. Between our Underwriting, and Financial Advisory work SAMCO is involved in more than 20 percent of the deals that take place in the State of Texas. Our headquarters are located in Austin where they have been since inception back in 1987. SAMCO is a privately held, employee-owned company that currently employs over 50 market professionals as traders, underwriters, salespeople, financial advisors, and bankers. SAMCO specializes in Public Finance, Underwriting, Sales, Trading, Financial Advisory Services, High Yield Sales Trading, and Investment Banking. We proudly office in the State of Texas with offices located in Dallas (23 Professionals), Plano (5 Professionals), Austin (9 Professionals), San Antonio (8 Professionals), and Houston (1 Professional). Our national and state-wide trading desk is located in Dallas. We recently added an office in Kansas City, with six professionals to help aid in our nation-wide distribution.

SAMCO has maintained a consistent participation in the public finance industry. We are daily participants in the primary and secondary markets especially for Texas issuers. We have also maintained a consistent presence in the financial advisory part of the industry serving issuers across the state of Texas in the structuring and origination of debt. In 2015 11 professionals were added to the public finance practice. With this addition SAMCO represents 57 cities, 12 counties, over 130 school districts and 65 other public finance entities as financial advisor and is currently the number 2 ranked firm in Texas based on number of financings completed for Texas school districts as financial advisor since 2015. SAMCO management is committed to the public finance industry.

Our firm combines depth of experience and the highest integrity. Our professionals have experience in both up and down markets and business cycles, and can render professional, unbiased advice across a wide range of disciplines to best serve our clients' needs and objectives. We are not driven by transaction volume; we are committed to client relationships.

C. List names and titles of the firm who are directly responsible for financial advisory services.

The staff that will be assigned directly to this engagement include:

Christina M. Lane	Senior Managing Director	Austin, Texas
Mike Hamilton	Chief Quantitative Analyst	Dallas, Texas
Matt Hamilton	Analytical Support	Dallas, Texas

Other staff that will be assigned to support financial advisory services include:

Duane Westerman	Senior Managing Director	San Antonio, Texas
Allen Westerman	Managing Director	San Antonio, Texas

Ms. Lane will serve as the primary banker to the City and will be assisted by her team listed above. A comprehensive list of transactions, which shows selected financial advisory experience during the last 5 years, is attached as Appendix A of this response. Their team has helped issuers to sell 409 series of bonds amounting to over \$7,785,272,461 during the past 5 years.

SAMCO prides itself as a firm 100% owned by its employees. This employee ownership provides continuity of staff within the firm because all SAMCO's employees are either owners or can become owners in the firm. Ms. Lane is one of the SAMCO employee owners. Since ownership was offered to SAMCO Public Finance Bankers in 2000, no public finance banker has left to work for a competing firm. While there are no guarantees that there will not be employee turnover, history indicates that changes are unlikely.

SAMCO's primary and secondary bankers are required by the Financial Industry Regulatory Authority ("FINRA") to undergo testing to maintain their various securities licenses every two years and all bankers comply and may be verified by looking up each banker on BrokerCheck (<https://brokercheck.finra.org>). Additionally, SAMCO, per regulations, has long implemented continuing education that its employees must adhere to on an annual basis and runs the gamut of various aspects of the broker-dealer business (including Anti Money Laundering, Municipal Advisory Rules, Customer Data Protection, Conflicts of Interest, Ethics and a host of other courses).

D. Information pertaining to the firm's compliance with licensing and other requirements of the Securities Exchange Commission, the National Association of Securities Dealers and the Municipal Securities Rule Making Board.

SAMCO is in full compliance with the licensing requirements of the SEC, NASD and MSRB.

2. References – List of three (3) references of cities for which similar services have been provided.

Issuer	Contact	Telephone
City of Bee Cave, Texas	Mr. Clint Garza	512-767-6611
City of Dripping Springs, Texas	Ms. Michelle Fischer	512-858-4725
City of Manor	Ms. Lydia Collins	512-272-8636

3. Identify personnel to be assigned responsibility for administering the account (provide resume and location for the individual representatives that the firm will assign to the account).

Primary Banker – Christina M. Lane, Senior Managing Director, Austin, Texas

Ms. Lane will oversee the execution of financial advisory services to the City. She is authorized to negotiate terms and make decisions with the City.

Christina M. Lane has over 30 years of experience and more than \$7 billion in completed tax-exempt and taxable debt securities issues in the financial services industry. Prior to joining SAMCO, Ms. Lane served as a Vice President in the Public Finance Department of Southwest Securities, and as a Vice President in the Public Finance Department of Legg Mason Wood Walker, Inc., in Austin, Texas. Prior to her tenure as an investment banker, Ms. Lane served as Financial Applications Manager for the Texas Water Development Board and she gained underwriting experience during her employ as a municipal underwriter with Everen Securities, Inc. (f/k/a Lovett Underwood Neuhaus & Webb, Inc.) and Salomon Smith Barney (f/k/a E. F. Hutton), both in Houston, Texas.

Her experience includes the analysis and preparation of grant and loan applications for the funding of diverse governmental clients' infrastructure needs ~ including cities, counties, municipal utility districts, nonprofit water supply corporations, school districts, and other governmental entities; the evaluation of governmental clients' financial conditions and financing capabilities; the preparation and representation of governmental clients to national rating agencies and bond insurers; and municipal underwriting of tax-exempt and taxable debt securities.

Ms. Lane's civic involvement includes the following: Board Member (and Former President), Villas on Travis Condominium Association, volunteer with St. Theresa's Catholic Church, and a member of Rotary International. Ms. Lane attended the University of Houston in Houston, Texas, where she majored in Political Science and Finance. She is registered with the Financial Industry Regulatory Authority as a Municipal Advisor Representative (Series 50), General Securities Representative (Series 7) and Limited Representative—Investment Banking (Series 79) and holds a Uniform Securities Agent State Law License (Series 63).

Banker - Duane Westerman, Senior Managing Director, San Antonio, Texas

Mr. Westerman is continuing a family tradition in Public Finance. After his graduation from Texas A & M University in 1985, he joined his father, Floyd. During this 34-year history, he has served as Vice President for Public Finance at M. E. Allison & Co., Inc., Knibbe Financial Group, and Southwest Securities, before joining SAMCO in 2000. Mr. Westerman has been involved in the originating, structuring, and marketing of issues of all sizes. He specializes in financial and economic analysis of municipalities, planning capital improvement programs, assisting clients in debt structuring, as well as guiding and representing clients in the important bond rating process necessary to achieve the highest possible bond credit ratings. He has worked with cities, counties, public schools, private schools, hospitals, river authorities, utilities, and industrial development and housing issues among others.

Mr. Westerman prides himself on personal service, which is evidenced by the numerous long-term client relationships he has maintained. He previously served as Chairman of the Municipal Advisory Council and is a member of the Optimist Club of San Antonio. He maintains the following securities licenses: Series 7, 8, 24, 27, 50, 53, and 63.

Banker - Allen Westerman, Managing Director, San Antonio, Texas

Allen Westerman joined SAMCO in 2002, after having worked for SBC Communications for 28 years. He is currently providing economic and financial research support and debt structure modeling scenarios. Allen graduated from Texas A&M University in 1974 with a degree in business. He is registered with FINRA as a General Securities Representative (Series 7), a Municipal Advisor Representative (Series 50) and holds a Uniform Securities Agent State Law License (Series 63).

Lead Underwriter - Chris Whitlock, Managing Director, Dallas, Texas

Mr. Whitlock joined SAMCO in 2009 as Managing Director in Dallas, Texas. Mr. Whitlock has over 25 years experience in the financial industry including most recently 12 years at Citigroup where he served as Trader, Underwriter and most recently Regional Manager of the Dallas office. He is well versed in areas of Texas municipal finance business and has many years of experience trading and underwriting a broad spectrum of municipal credits. Mr. Whitlock attended The University of Missouri for his undergraduate degree, and The University of Dallas for his Masters Degree. He is a former board member of The Municipal Advisory Council of Texas. Mr. Whitlock is registered with the National Association of Securities Dealers as a Municipal Securities Principal (Series 53), General Securities Representative (Series 7), and holds a Uniform Securities Agent State Law License (Series 63).

Quantitative Banker - Mike Hamilton, Managing Director, Dallas, Texas

During his 28 years in the industry issuers, investment bankers and various legal counsels recognize his attention to detail and service. He also brings a high level of expertise in the area of identifying candidates for refunding, whether for savings or structuring to meet the specific needs of a debt issuance. Mr. Hamilton holds a Bachelor of Business Administration degree in Management from Texas Wesleyan University in Fort Worth, Texas. Mr. Hamilton is registered with the Financial Industry Regulatory Authority as General Securities Representative (Series 7) and holds a Uniform Securities Agent State License (Series 63).

Analytical Support - Matt Hamilton, Financial Analyst, Dallas, Texas

Matt Hamilton joined SAMCO in 2019 as a Financial Analyst in Public Finance. He has been involved in public finance since 2017, previously with The Municipal Advisory Council of Texas. He holds a Bachelor of Business Administration in Finance from Texas Tech University's Rawls College of Business. He is registered with the Financial Industry Regulatory Authority as a Municipal Advisor Representative (Series 50) and holds a Uniform Securities Agent State Law License (Series 63).

4. Please list the work performed, including the dollar amount of the debt issue or other financing. Please include the names, addresses, and phone number of contact persons. Include in this discussion a list of at least three small municipal clients (under 5,000 population) to include name, and phone number which the firm and the representative assigned to the City of Uhland have served in the capacity of financial advisor during the past five years.

When we started working with several of the municipal clients below, their populations were well under 5,000. We have continued representing many of these clients for more than 20 years.

Financial Advisory Team Experience Municipal Clients with Population below 5,000 (or below 5,000 when advisory services began) 2016-2020							
Issue Date	Issuer	Title	Par	Population	Contact	Title	Telephone
12/1/2018	Bayview MUD	U/L Tax & Rev Bds Ser 2018	\$ 2,500,000	1957	Ms. Randi Sandstrum	Office Manager	(281)339-1959
12/1/2017	Bee Cave, City of	Tax Notes Ser 2017	\$ 6,000,000	6965	Mr. Clint Garza	City Manager	(512)767-6611
10/27/2020	Bee Cave, City of	Tax Notes Ser 2020	\$ 1,980,000				
9/1/2019	Dripping Springs, City of	Comb Tax & Rev C/O Bds Ser 2019	\$ 23,500,000	4667	Ms. Michelle Fischer	City Administrator	(512)858-4725
11/1/2017	Harris Co FWSD # 47	U/L Tax Ref Bds Ser 2017	\$ 4,380,000	5061	Ms. Linda Adams	Office Manager	(281)452-2872
7/22/2020	Harris Co FWSD # 47	U/L Tax Ref Bds Ser 2020	\$ 1,055,000				
4/1/2018	Hays Co MUD # 4	U/L Tax Bds Ser 2018	\$ 5,250,000	812	Ms. Kristi Hester	General Manager	(512)844-1041
3/1/2016	Hays Co WC&ID # 1	U/L Tax Ref Bds Ser 2016	\$ 6,805,000				
4/1/2016	Hays Co WC&ID # 1	U/L Tax Ref Bds Ser 2016A	\$ 3,105,000				
11/1/2017	Hays Co WC&ID # 1	U/L Tax Bds Ser 2017	\$ 2,080,000	3308	Mr. Doug Botts	Board President	(409)381-0462
6/10/2020	Hays Co WC&ID # 1	U/L Tax Bds Ser 2020	\$ 1,925,000				
8/11/2020	Hays Co WC&ID # 1	U/L Tax Ref Bds Ser 2020	\$ 6,380,000				
4/1/2016	Hays Co WC&ID # 2	U/L Tax Ref Bds Ser 2016	\$ 3,720,000				
7/1/2016	Hays Co WC&ID # 2	U/L Tax Bds Ser 2016	\$ 6,000,000				
11/1/2017	Hays Co WC&ID # 2	U/L Tax Bds Ser 2017	\$ 9,500,000	3759	Mr. Bill Harris	Board President	(713)201-4477
5/1/2018	Hays Co WC&ID # 2	U/L Tax Road Bds Ser 2018	\$ 3,500,000				
12/1/2018	Hays Co WC&ID # 2	U/L Tax Util Bds Ser 2018	\$ 5,350,000				
9/1/2020	Hays Co WC&ID # 2	U/L Tax Util Bds Ser 2020	\$ 6,270,000				
10/1/2016	Harris Co WC&ID # 74	U/L Tax Ref Bds Ser 2016	\$ 6,919,995	5314	Mr. Malcolm Dishongh	Attorney	(281)973-8454
10/15/2016	Highland Haven, City of	GO Ref Bds Ser 2016	\$ 1,005,000	438	Mr. Olan Kelly	Mayor	(830)265-4366
7/1/2019	Jonestown, City of	Tax Notes Ser 2019	\$ 2,750,000	2115	Ms. Wendy Dei Re	Finance Director	(512)267-3243 x9905
8/1/2016	Manor, City of	Comb Tax & Rev C/O Ser 2016	\$ 18,000,000	11173	Mr. Tom Bolt	City Manager	(512)272-5555
					Ms. Lydia Collins	Finance Director	(512)272-8636
6/1/2020	Marion, City of	Tax Notes Ser 2020	\$ 65,000	1243	Victor Contreras	Mayor	(210) 846-3172
					Mary Hernandez	Secretary	(830) 914-2391
9/1/2017	Mountain City, City of	Comb Tax & Rev C/O Ser 2017	\$ 500,000	780	Mr. Ralph McClendon	Council Member	(512)757-4787
10/12/2016	Nolanville, City of	GO Ref Bds Ser 2016	\$ 1,945,000				
3/31/2017	Nolanville, City of	Tax Notes Ser 2017	\$ 500,000	5879	Ms. Kara Escajeda	City Manager	(254)698-6335
7/2/2020	Nolanville, City of	Comb Tax & Surplus Rev C/O Ser 2020	\$ 1,500,000				
5/15/2018	Salado, Village of	Perm Imp Bds Ser 2018	\$ 2,350,000	2573	Mr. Don Ferguson	City Administrator	(254)947-5060

See Appendix A for comprehensive list of municipal clients that the team has worked with over the past five years in the capacity of financial advisor.

5. Additional services – Describe any other service or experiences of the firm which you deem beneficial in acting as Financial Advisor to the City.

In addition to providing full Financial Advisory services for new money issues, SAMCO can assist the City with Investment Services, Continuing Disclosure Services, Refunding Analysis, bond rating presentations, and with the selection of Arbitrage Rebate Consultants.

6. Discuss the firm's approach in assisting small sized municipal clients (under 5,000 population) in providing services. Identify techniques used to lower financing and/or issuance costs.

We look at all possible avenues to finance at the lowest cost and still meet the ultimate objectives of the City. Depending on the project we will look at the following possible options: (1) Limited Offering (private placement) with a Bank which can save a great deal of time and money and places the financial review responsibilities on the institution purchasing the bonds/notes; (2) Texas Water Development Board (TWDB) to see if this is a project that fits when in their criteria for possible low interest financing (depending on the project) [Ms. Lane was previously the Financial Applications Manager with the TWDB and maintains close relationships with staff as well as continuing to fund projects thru the agency]; (3) evaluation and analysis of creating a Public Improvement Districts (PIDs); and (4) evaluation and analysis of creating a Tax Increment Reinvestment Zone (TIRZ). These options are in no particular order and the option selected depends on the type of project and purpose for funding.

7. Identify the specific individuals who will be assigned to the City of Umland, and provide brief resumes for each highlighting their experience with municipal and or other tax-exempt issuers in Texas, indicate each individual's role relative to the City of Umland account. Also, indicate each individual's availability and the minimum notice required by the firm to guarantee availability.

Primary Banker – Christina M. Lane, Senior Managing Director, Austin, Texas

Availability: 100%

Ms. Lane is available 24/7 via email or cell. She may be available for a virtual meeting with at least a 24 hour notice, and can be available for an in-person meeting with a notice of at least a couple of days. If Ms. Lane has a conflict on her calendar, the other bankers listed in the RFQ could be available to attend the meeting, with notice.

Christina M. Lane has over 30 years of experience and more than \$7 billion in completed tax-exempt and taxable debt securities issues in the financial services industry. Prior to joining SAMCO, Ms. Lane served as a Vice President in the Public Finance Department of Southwest Securities, and as a Vice President in the Public Finance Department of Legg Mason Wood Walker, Inc., in Austin, Texas. Prior to her tenure as an investment banker, Ms. Lane served as Financial Applications Manager for the Texas Water Development Board and she gained underwriting experience during her employ as a Municipal Bond Underwriter with Everen Securities, Inc. (f/k/a Lovett Underwood Neuhaus & Webb, Inc.) and Salomon Smith Barney (f/k/a E. F. Hutton), both in Houston, Texas.

Her experience includes the analysis and preparation of grant and loan applications for the funding of diverse governmental clients' infrastructure needs ~ including cities, counties, municipal utility district (all special districts), nonprofit water supply corporations, school districts, and other governmental entities; the evaluation of governmental clients' financial conditions and financing capabilities; the preparation and representation of governmental clients to national rating agencies and bond insurers; and municipal underwriting of tax-exempt and taxable debt securities.

Ms. Lane's civic involvement includes the following: Board Member (and Former President), Villas on Travis Condominium Association, volunteer with St. Theresa's Catholic Church, and a member of Rotary International. Ms. Lane attended the University of Houston in Houston, Texas, where she majored in Political Science and Finance. She is registered with the Financial Industry Regulatory Authority as a Municipal Advisor Representative (Series 50), General Securities Representative (Series 7) and Limited Representative—Investment Banking (Series 79) and holds a Uniform Securities Agent State Law License (Series 63).

Banker - Duane Westerman, Senior Managing Director, San Antonio, Texas

Availability: 50%

Mr. Westerman is continuing a family tradition in Public Finance. After his graduation from Texas A & M University in 1985, he joined his father, Floyd. During this 34-year history, he has served as Vice President for Public Finance at M. E. Allison & Co., Inc., Knibbe Financial Group, and Southwest Securities, before joining SAMCO in 2000. Mr. Westerman has been involved in the originating,

structuring, and marketing of issues of all sizes. He specializes in financial and economic analysis of municipalities, planning capital improvement programs, assisting clients in debt structuring, as well as guiding and representing clients in the important bond rating process necessary to achieve the highest possible bond credit ratings. He has worked with cities, counties, public schools, private schools, hospitals, river authorities, utilities, and industrial development and housing issues among others.

Mr. Westerman prides himself on personal service, which is evidenced by the numerous long-term client relationships he has maintained. He previously served as Chairman of the Municipal Advisory Council and is a member of the Optimist Club of San Antonio. He maintains the following securities licenses: Series 7, 8, 24, 27, 50, 53, and 63.

Banker - Allen Westerman, Managing Director, San Antonio, Texas

Availability: 50%

Allen Westerman joined SAMCO in 2002, after having worked for SBC Communications for 28 years. He is currently providing economic and financial research support and debt structure modeling scenarios. Allen graduated from Texas A&M University in 1974 with a degree in business. He is registered with FINRA as a General Securities Representative (Series 7), a Municipal Advisor Representative (Series 50) and holds a Uniform Securities Agent State Law License (Series 63).

Lead Underwriter - Chris Whitlock, Managing Director, Dallas, Texas

Availability: 50%

Mr. Whitlock joined SAMCO in 2009 as Managing Director in Dallas, Texas. Mr. Whitlock has over 25 years of experience in the financial industry. Before SAMCO, Mr. Whitlock worked at Citi in the municipal bond division. He held many roles at Citi, including underwriting, trading as well as head of the region before coming to SAMCO. He is well versed in all areas of Texas municipal finance business and has many years of experience trading and underwriting a broad spectrum of municipal credits. Mr. Whitlock attended The University of Missouri for his undergraduate degree and The University of Dallas for his master's degree. He is a former board member of The Municipal Advisory Council of Texas. Mr. Whitlock is registered with the Financial Industry Regulatory Authority as a Municipal Securities Principal (Series 53), General Securities Representative (Series 7), and holds a Uniform Securities Agent State Law License (Series 63).

Quantitative Banker - Mike Hamilton, Managing Director, Dallas, Texas

Availability: 100%

During his 35 years in the industry issuers, investment bankers and various legal counsels recognize his attention to detail and service. He also brings a high level of expertise in the area of identifying candidates for refunding, whether for savings or structuring to meet the specific needs of a debt issuance. Mr. Hamilton holds a Bachelor of Business Administration degree in Management from Texas Wesleyan University in Fort Worth, Texas. Mr. Hamilton is registered with the Financial Industry Regulatory Authority as General Securities Representative (Series 7), Municipal Advisor Representative (Series 50), and holds a Uniform Securities Agent State License (Series 63).

Analytical Support - Matt Hamilton, Financial Analyst, Dallas, Texas
Availability: 100%

Matt Hamilton joined SAMCO in 2019 as a Financial Analyst in Public Finance. He has been involved in public finance since 2017, previously with The Municipal Advisory Council of Texas. He holds a Bachelor of Business Administration in Finance from Texas Tech University's Rawls College of Business. He is registered with the Financial Industry Regulatory Authority as a Municipal Advisor Representative (Series 50) and holds a Uniform Securities Agent State Law License (Series 63).

8. Provide fee schedules as described in Section E, Fees. List any estimated out-of-pocket expenses to be paid by the City of Umland. Explain how your firm controls out-of-pocket expenses.

There will be minimal out of pocket expenses for administrative purposes. For example: printing costs, overnight charges, and advertising. We try to make sure the vendors bill the City directly for all expenses when possible.

Arbitrage rebate calculations will be directly billed to the City by third party consultants.

For services not directly associated with the issuance of debt, the fee involved will be \$300 per hour.

FEE SCHEDULE

The following schedule is an estimate of fees due for Municipal Advisory work. The actual fee will be more or less based upon work performed.

Base Fee – Any issue:				\$5,000			
Plus \$12.50	per \$1,000 next	\$500,000	or	\$11,250	for	\$500,000	Bonds
Plus \$8.00	per \$1,000 next	\$500,000	or	\$15,250	for	\$1,000,000	Bonds
Plus \$5.50	per \$1,000 next	\$1,500,000	or	\$23,500	for	\$2,500,000	Bonds
Plus \$3.50	per \$1,000 next	\$2,500,000	or	\$32,250	for	\$5,000,000	Bonds
Plus \$2.00	per \$1,000 next	\$5,000,000	or	\$42,250	for	\$10,000,000	Bonds
Plus \$1.00	per \$1,000 next	\$10,000,000	or				

Fees for Refunding Bonds, Revenue Bonds or Bonds issued to State or Federal Agencies shall be computed from the above schedule, plus 25%. For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%. For Bonds issued pursuant to a Bond Election our fee will include an additional \$5,000 to cover costs associated with the Bond Election.

SAMCO Capital Markets, Inc. will bill the Issuer at Closing for each issue of obligations a net amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for the preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum; independent consultants, if any; information meetings, if any; presentations to rating agencies and rating fees, if any; printing of Obligations; and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

9. Identify and discuss any potential conflicts of interest, including those dealing with other jurisdictions in the Hays County/Uhland regional area.

Although we do not feel it is a conflict, Ms. Lane currently represents Maxwell Special Utility District, which is in the general area of the City. Maxwell receives their water through a contract with the Canyon Regional Water Authority ("CRWA"). We understand the City receives its water through a contract with Countyline Special Utility District who receives their water from CRWA. Canyon Regional Water Authority is represented by Mark McLiney with the SAMCO San Antonio office.

10. Disclose if your firm currently is or, in the past three years, has been the subject of an SEC, NASD, MSRB, federal, state, or local government inquiry and/or investigation? If so, describe the nature and disposition of any and all such inquiries or investigations. Have any of these entities invoked sanctions against your firm or your staff?

None.

SAMCO is in full compliance with the licensing requirements of the SEC, NASD and MSRB.

11. Provide evidence of professional liability (E&O) policy with a minimum limit of \$1,000,000.

Please see Appendix B for our current insurance policy of Errors and Omissions Liability coverage.

12. Attach a copy of financial advisory services contract proposed by your firm without fee information.

MUNICIPAL ADVISORY CONTRACT

February 18, 2021

The Honorable Mayor and City Council
City of Umland
15 North Old Spanish Trail
Umland, Texas 78640

Ladies and Gentlemen:

1. We understand that the City, from time to time, will consider the issuance of debt obligations and that in connection with the authorization, issuance, sale and delivery of such obligations you desire the Christina M. Lane Municipal Advisory team to perform professional services in the capacity of Municipal Advisors for the City.
2. We agree to provide all services related to the development and implementation of a debt management plan. These services include, but are not limited to, the structuring of a bond model, the formulation of a bond program, the analysis and completion of refunding programs, consultation regarding bond elections, consultation regarding bond ratings, consultation regarding the available types of financings, etc. The services include communicating and coordinating with other professionals involved in bond transactions and related services (e.g. bond counsel, rating agent, credit enhancement providers, verification agent, arbitrage rebate provider, etc.). The advice and assistance includes serving as a fiduciary to the Issuer and representing the Issuer's interest in the sale and distribution of any debt obligations.
3. We agree to direct and coordinate the entire program of financing herein contemplated. It is specifically understood and agreed, however, that this obligation on our part shall not cover payment of any expenses associated with the issuance of the obligations or the expenses of any litigation, if such would occur.
4. As consideration for the services rendered by us and as reimbursement for the expenses which we are to incur, it is understood and agreed that the City is to pay and we are to accept, a cash fee for such professional services in accordance with the fee schedule set forth as follows. Such fee shall become due and payable simultaneously with the delivery of the bonds to the purchaser. It is understood that a miscellaneous expense will be added to the fee to cover reimbursables. This amount shall be capped at \$5,000.

FEE SCHEDULE

The following schedule is an estimate of fees due for Municipal Advisory work. The actual fee will be more or less based upon work performed.

Base Fee – Any issue:				\$	_____		
Plus \$ _____	per \$1,000 next	\$500,000	or	\$ _____	for	\$500,000	Bonds
Plus \$ _____	per \$1,000 next	\$500,000	or	\$ _____	for	\$1,000,000	Bonds
Plus \$ _____	per \$1,000 next	\$1,500,000	or	\$ _____	for	\$2,500,000	Bonds
Plus \$ _____	per \$1,000 next	\$2,500,000	or	\$ _____	for	\$5,000,000	Bonds
Plus \$ _____	per \$1,000 next	\$5,000,000	or	\$ _____	for	\$10,000,000	Bonds
Plus \$ _____	per \$1,000 next	\$10,000,000	or				

Fees for Refunding Bonds, Revenue Bonds or Bonds issued to State or Federal Agencies shall be computed from the above schedule, plus 25%. For any issue of Refunding Bonds and/or other Debt Instruments involving Escrow Agreements, it is understood and agreed that our fee will be the fee schedule set out above plus 10%. For Bonds issued pursuant to a Bond Election our fee will include an additional \$5,000 to cover costs associated with the Bond Election.

SAMCO Capital Markets, Inc. will bill the Issuer at Closing for each issue of obligations a net amount which will include a fee calculated on the above schedule as well as costs and expenses, where applicable, incurred on behalf of the Issuer for the preparation, printing and distribution of the Notice of Sale, Official Statement, Uniform Bid Form or Private Placement Memorandum, independent consultants, if any, information meetings, if any, presentations to rating agencies and rating fees, if any, printing of Obligations, and all appropriate costs and expenses associated with the closing and delivery of the Obligations.

5. If appropriate, we will assist with the annual filing of all documents related to the Securities Exchange Commission Rule 15c2-12 (Continuing Disclosure). It is understood that we are not your agent for Continuing Disclosure because SAMCO Capital Markets, Inc. cannot be assured of being informed on a timely manner of all material events which require filing during the year.

It is further understood that any fees due us for our work in this capacity will be determined on a case by case basis.

6. Due to the personal nature of municipal advisory consulting services, this Agreement is being entered into with Christina M. Lane, Municipal Advisory Group, of SAMCO Capital Markets, Inc. The Issuer expects that all files will be held in duplicate by the group and the company. At the full discretion of the Issuer, this Agreement can be automatically assigned to and transferred to the Christina M. Lane, Municipal Advisory Group.
7. This Agreement will commence on the date of acceptance and shall remain in effect until terminated or replaced with a subsequent agreement. This Agreement can be terminated at any time, with or without cause, with simple written notice.

Respectfully submitted,

SAMCO CAPITAL MARKETS, INC.

BY:

Christina M. Lane
Senior Managing Director

ACCEPTANCE

ACCEPTED and adopted by the City Council of the City of Umland on this the _____ day of _____ 2021.

Mayor
City of Umland, Texas

APPENDIX A

APPENDIX B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roach Howard Smith and Barton 8750 N. Central Expressway Suite 500 Dallas TX 75231	CONTACT NAME: Ann Nordeen PHONE (A/C No, Ext): (972) 744-2704 E-MAIL ADDRESS: anordeen@rhsb.com	FAX (A/C, No): (972) 744-2804
	INSURER(S) AFFORDING COVERAGE	
INSURED SAMCO Holdings, Inc. 6805 Capital of Texas #350 Austin TX 78731	INSURER A: XL Specialty Ins Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 47853 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors and Omissions Claims Made		ELU16801820	06/05/2020	06/05/2021	Each Occurrence & Agg Retained Limit \$ 1,000,000 \$ 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Information Purposes ONLY Confers no rights to holder	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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 Umland



Re: Umland/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 Umland'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 Umland as the City's contract City Attorney. My acceptance of this representation becomes effective upon my receipt of an executed copy of the Agreement.

Respectfully,



Amy Lea S J Akers

**AGREEMENT
For
Contract Legal Services**

Amy Lea S J Akers – City Attorney

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

WITNESS:

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

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

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

Section 1. Duties

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



Section 2. Term

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

Section 3. Termination and Withdrawal

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

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

Section 4. Disability

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

Section 5. Payment and Fees

A. City Representation.

- thirty-eight thousand four hundred
- 1) The City agrees to pay Ms. Akers an annual base of no less than \$38,400 per year, as indicated in the City's annual budget, payable in equal monthly installments, hereinafter called "Initial Base". The Initial Base shall include her attendance at 2 meeting[s] per month and up to 15 hours of other legal work per month, as described in Section 1.A. above.
 - 2) Additional time spent beyond the stated ~~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

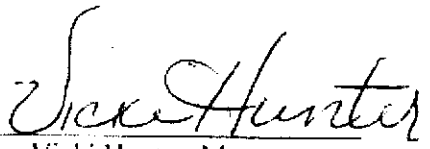
Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, Ms. Akers is to advise her clients to the contents of the Texas Lawyer's Creed, a copy of which is attached. In addition, Ms. Akers is to advise clients that the State Bar of Texas investigates and prosecutes complaints 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.

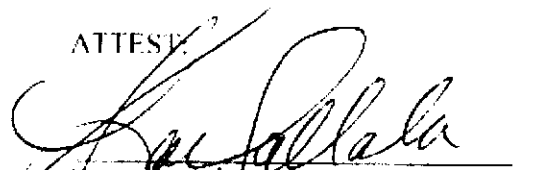
AMY LEA SJ AKERS:

By: 

CITY OF UHLAND:

By: 
Vicki Hunter, Mayor

ATTEST:


Karen Gallagher, City Secretary
Administrative

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

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.

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 Umland

Re: Umland/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 Umland'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 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 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 Umland

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 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. 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

Hello All,

The question was addressed to me regarding a bifurcated City legal set-up where one attorney handles the day-to-day legal work and another handles 'other' legal matters. It actually is the standard practice for City legal, as well as most private and public entities, in that the Council/Board appoints a City Attorney to manage the day-to-day legal work as well as coordinate all 'other' outside counsel for the 'other' legal work such as development, litigation, ect. If Council would like to bifurcate the legal services of the City in such a manner I am prepared to offer the City the following three flat rate options to continue serving as Uhland's City Attorney:

Meetings & HRS	Flat Monthly Rate	Rate after HRS are used
2mtg + 35hrs/mo	\$7500	\$200/hr
2mtg + 30hrs/mo	\$7200	\$240/hr
2mtg + 25hrs/mo	\$6875	\$275/hr
2mtg + 20hrs/mo	\$6500	\$300/hr

All options contemplate a 2yr contract with one 2yr term auto renewal, and with no increase in cost to the City for the auto-renewal. The rates are different from the original proposal as, now and under the original proposal, I am able to offset the price I offer the City with pass-through services. Under these options there would be no off-set for pass-through services as such would be delegated to another attorney allowing me to focus purely on the day-to-day City legal matters. Additionally, I would coordinate all other legal staff/contractors as necessary including, but not limited to, development projects and municipal court. Lastly, as stated in the meeting, I am completely open to starting a new contract and voiding the old one effective March 1st if the Council so wishes.

I do hope this helps to provide the City flexibility in accomplishing its legal goals, and the necessary organizational structure to meet the City's legal needs.

Respectfully,

Amy Lea SJ Akers

100 Congress Ave.
Ste. 20000
Austin, TX 78701

Office: (512) 480-2210
Cell: (512) 897-5708