

**AGENDA**  
**CITY OF UNIVERSAL CITY, TEXAS**  
2150 Universal City Blvd, Universal City, TX 78148  
Regular Meeting, Tuesday, May 5, 2020 @ 6:30 P.M.

*In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Universal Council will conduct a telephonic and videoconference meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).*

*The meeting will be held on Tuesday, May 5, 2020 at 6:30 P.M.*

*The public may participate in this meeting by dialing US Toll-free to 877-853-5247 (Meeting ID: 860 9363 7446 Password: UCTX) or by joining the Zoom meeting at:*

*<https://us02web.zoom.us/j/86093637446?pwd=U0grcUZsc2tpZ0E4UEhCWkplb04zQT09>*

*The public will be permitted to offer public comments telephonically or via videostream as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up two hours before the meeting to Kristin Mueller, City Clerk at [kmuller@uctx.gov](mailto:kmuller@uctx.gov).*

*A recording of the telephonic and video meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request.*

1. **CALL TO ORDER:** Mayor John Williams at 6:30 p.m.
2. **QUORUM CHECK:**
3. **INVOCATION and PLEDGE OF ALLEGIANCE:**
4. **VOTE TO CONSIDER THE EXCUSE OF ABSENT MAYOR/COUNCILMEMBERS (if applicable):**
5. **AWARDS/PROCLAMA/INTRODUCTION OF GUESTS:**  
- *Building Safety Month, May 2020*
6. **MINUTES OF PREVIOUS CITY COUNCIL MEETINGS:**

TAB A: Consider City Council Minutes for the Tuesday, April 7, 2020 Regular Meeting.

7. **CITIZENS TO BE HEARD:** This time is provided for citizens to address city council on issues or concerns and must be *INFORMATIVE ONLY. NO CITY COUNCIL DISCUSSION OR ACTION WILL BE TAKEN.* Please limit your comments to three minutes.

8. **NEW BUSINESS:**

TAB B: Consider Resolution 895-B-2020: A Resolution to amend the Personnel Policies and Procedures Manual for the City of Universal City to establish an Emergency Event Remote Work Policy; establish legislative findings; and set an effective date.

TAB C: Consider Ordinance 249: A Penalty Ordinance amending Ordinance 249, modifying and establishing official “No Parking” Zones at certain street locations in the City of Universal City, Texas. (First Reading).

TAB D: Consider Resolution R-900-2020: A Resolution approving a project authorized by Section 05.158 of the Texas Local Government Code, authorizing certain financial assistance up to \$250,000 as a small business grant program to be used for businesses located within the City of Universal City, and which was approved by the Board of Directors of the Universal City Economic Development Corporation on April 28, 2020; and providing an effective date. (First Reading).

TAB E: Consider the Financial Report for FY2020 Second Quarter (Jan 1 – Mar 31, 2020).

9. **OLD BUSINESS:** None.

10. **CITY MANAGER'S COMMENTS:**

- a) Dates and times of local meetings;
- b) Items for future council discussion or consideration;
- c) Status of city projects;
- d) Receipt of city awards;
- e) Recognition of citizen achievements.

11. **COUNCILMEMBERS' COMMENTS:**

12. **MAYOR'S COMMENTS:**

This facility is wheelchair accessible & accessible parking spaces are available. Request for accommodations or interpretive services must be made 72 hours prior to this meeting. Please contact the city clerk's office at (210) 659-0333 if these services are needed.



## *Proclamation*

**Building Safety Month — May 2020**

Whereas, the City of Universal City is committed to recognizing that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster, and;

Whereas, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together building safety professionals and lawmakers to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work, and play, and;

Whereas, our communities benefit economically and technologically from using modern, up-to-date codes and standards, including the International Codes, which are the most widely adopted building safety and fire prevention codes in the world and;

Whereas, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, which, according to a study by the U.S. National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, efficient and livable buildings that are essential to our prosperity, and;

Whereas, “Safer Buildings, Safer Communities, Safer World,” the theme for Building Safety Month 2020, encourages all individuals to raise awareness about the importance of safe and resilient construction; fire prevention; disaster mitigation, and new technologies in the construction industry. Building Safety Month 2020 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local, regional and international agencies has saved lives and protected homes and businesses, and;

Whereas, each year, in observance of Building Safety Month, citizens worldwide are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential services provided to all of us by building departments, fire prevention bureaus and other agencies in protecting lives and property.

NOW, THEREFORE, I, John Williams, Mayor of the City of Universal City, do hereby proclaim the month of May 2020 as Building Safety Month. Accordingly, I encourage our citizens to join with their community in participation in Building Safety Month activities.

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John Williams, Mayor

**MINUTES**  
**CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS**  
Regular Meeting, Tuesday, April 7, 2020

1. CALL TO ORDER: Mayor John Williams at 6:30 p.m.
2. QUORUM CHECK: Kristin Mueller, City Clerk

**Present:**

Mayor John Williams  
Mayor Pro Tem Richard Neville  
Councilmember Bear Goolsby  
Councilmember Tom Maxwell  
Councilmember Paul Najarian  
Councilmember William Shelby  
Councilmember Beverly Volle

**Present:**

Kim Turner, City Manager  
Michael Cassata, Development Services Director  
Matthew Longoria, City Attorney  
Kristin Mueller, City Clerk

Mayor Williams noted a quorum was present.

3. INVOCATION:

City Manager Kim Turner gave the invocation.

4. PLEDGE OF ALLEGIANCE TO THE U.S. AND TEXAS FLAG: Led by Mayor Williams.

5. VOTE TO CONSIDER THE EXCUSE OF ABSENT MAYOR/COUNCILMEMBERS:

No action was necessary; all members were present.

6. AWARDS/PROCLAMATION/INTRODUCTION OF GUESTS: None.

7. MINUTES OF PREVIOUS CITY COUNCIL MEETINGS:

Councilmember Najarian moved to approve the minutes of the Tuesday, March 17, 2020 City Council Regular Meeting and the Monday, March 30, 2020 City Council Special Meeting. Councilmember Maxwell seconded the motion.

**Vote: Yeas: Najarian, Maxwell, Neville, Goolsby, Shelby, Volle**  
**Nays: None**

**Motion to approve carried.**

8. CITIZENS TO BE HEARD: None.

9. NEW BUSINESS:

**A. Consider Approval of Pay Estimate #7 invoice for the Parkview Estates Drainage Improvements Phase 14 – Construction.**

Mrs. Turner stated that the approval of Pay Estimate #7 is required by City Council for the City to receive federal funding reimbursement from the Bexar County Community Development Block Grant (CDBG). Staff recommended approval of pay estimate #7 in the amount of \$20,912.85 to EX Bel Construction LLC for the Parkview Estates Phase 14 construction.

Councilmember Goolsby moved to approve Pay Estimate #7 invoice for the Parkview Estates Drainage Improvements Phase 14 to EZ Bel Construction LLC in the amount of \$20,912.85. Councilmember Najarian seconded the motion.

**Vote: Yeas: Goolsby, Najarian, Neville, Maxwell, Shelby, Volle**  
**Nays: None**

**Motion to approve carried.**

- B. Consider Resolution 878-B-2020: A Resolution by the City of Universal City, Texas (“City”) responding to the application of CenterPoint Energy Resources Corp., South Texas Division, to increase rates under the Gas Reliability Infrastructure Program; suspending the effective date of this rate application for forty-five days; authorizing the City to continue to participate in a coalition of cities known as the “Alliance of CenterPoint Municipalities”; determining that the meeting at which the resolution was adopted complied with the Texas Open Meetings Act; making such other findings and provisions related to the subject; and declaring an effective date.**

Mrs. Turner explained that CenterPoint Energy has the ability to increase rates under the Gas Reliability Infrastructure Program (GRIP) annually. This year’s increase is more than 5%. The only recourse that the City has is to pass a Resolution suspending the effective date of the rate application for forty-five days for additional review. The City of Universal City will join a coalition of cities to work with Alfred Herrera with Herrera Law PLLC to spearhead the additional review.

Councilmember Shelby moved to approve Resolution 878-B-2020. Mayor Pro Tem Neville seconded the motion.

**Vote: Yeas: Shelby, Neville, Goolsby, Maxwell, Najarian, Volle**  
**Nays: None**

**Motion to approve carried.**

- C. Consider Resolution 897: A Resolution of the City Council of the City of Universal City, Texas, approving the submission of the grant application for SAUASI Supported Soft Target and Special Event Response Power and Light Project to the Office of the Governor; designating the City Manager as the authorizing official; and setting an effective date.**

Mrs. Turner stated that this Resolution would allow the Universal City Fire Department to apply for a grant through Governor’s office to receive a 100% grant for generators and light towers for the City to use in the case of emergencies or for City events.

Councilmember Maxwell moved to approve Resolution 987. Councilmember Goolsby seconded the motion.

**Vote: Yeas: Maxwell, Goolsby, Neville, Najarian, Shelby, Volle**  
**Nays: Goolsby**

**Motion to approve carried.**

- D. Consider the Second Amendment to the Performance Agreement between the Universal City Economic Development Corporation and Universal City Affiliates, LTD.**

Mrs. Turner stated that because of the COVID-19 pandemic, the international supply chain has slowed down, hindering the hotel's ability to get the fixtures and supplies needed to start construction. To accommodate, the Performance Agreement and Escrow Agreement for the property was amended to read that a certificate of occupancy must be issued 17 months from the date that permits are received or 17 months from December 31, 2020, whichever occurs first.

Mayor Pro Tem Neville moved to approve the Second Amendment to the Performance Agreement between the Universal City Economic Development Corporation and Universal City Affiliates, LTD. Councilmember Goolsby seconded the motion.

**Vote: Yeas: Neville, Goolsby, Maxwell, Najarian, Shelby, Volle**  
**Nays: None**

**Motion to approve carried.**

**E. Consider the revised Escrow Agreement between the Universal City Economic Development Corporation and Universal City Affiliates, LTD.**

Councilmember Najarian moved to approve the revised Escrow Agreement between the Universal City Economic Development Corporation and Universal City Affiliates, LTD. Councilmember Shelby seconded the motion.

**Vote: Yeas: Maxwell, Najarian, Neville, Goolsby, Shelby, Volle**  
**Nays: None**

**Motion to approve carried.**

**10. OLD BUSINESS:**

**A. Consider Ordinance 581-P-2020: An Ordinance amending certain sections of Ordinance 581, Chapter 4-5 Zoning, related to the Use Table, Specific Uses and Events Centers, and amending a certain section of Ordinance 361, Chapter 1-4 Finance, related to certain fees of the Code of Ordinances, revising certain sections and paragraphs accordingly, providing severability, and setting an effective date. (2<sup>nd</sup> Reading).**

Development Services Michael Cassata informed City Council that there were a couple of changes made to the Ordinance since the first reading so that it better complied with the Religious Land Use and Institutionalized Persons Act (RLUPA). To make religious use requirements like other similar uses, it was eliminated from C1 and C4 and needs a Specific Use Permit in C3. In addition, an amendment was made to the definition of an Event Center. The "Mobile Food Truck" category needs two additional uses to classify as an Event Center.

Councilmember Goolsby stated that he did not agree with the changes to the permitted use and specific use requirements for churches. He believes that churches should be allowed in C1 and C2 zoned areas.

Mayor Pro Tem Neville moved to approve Ordinance 581-P-2020. Councilmember Shelby seconded the motion.

**Vote: Yeas: Neville, Shelby, Maxwell, Najarian, Volle**  
**Nays: Goolsby**

**Motion to approve carried.**

**CITY MANAGER COMMENTS:**

Mrs. Turner:

1. Reminded City Council and citizens to complete the 2020 Census;
2. Announced that the Universal City Egg Drop will take place on Friday. It will consist of City staff dropping off Easter baskets at up to 400 residencies in the city limits; and
3. Informed that Universal City Spring Clean Up will still take place and starts April 17<sup>th</sup>. The new guidelines for participating in that event are posted on the City's webpage.

**11. COUNCILMEMBER COMMENTS:**

Councilmember Shelby shared that he would send his background image for other councilmembers to use on the next Zoom meeting.

Councilmember Najarian made no comments.

Councilmember Maxwell appreciates City staff doing the UC Egg Drop as well as Olympia Hills making meals available for Easter Sunday.

Councilmember Goolsby thanked City staff for keeping the City running and for making video conferencing available.

Mayor Pro Tem Neville said he was working on his cyber security training. He commended City staff for keeping everyone current on information. He shared that several restaurants in Universal City and surrounding areas are selling produce boxes. Also, he wished everyone a Happy Easter.

Councilmember Volle stated that she was happy that Universal City is hosting the Egg Drop. She said that Four Kings is selling produce boxes and also thanked City staff for continuing operations during this time.

**12. MAYORAL COMMENTS:**

Mayor Williams thanked City Manager Kim Turner for her efficiency in keeping City Council updated on the COVID-19 changes and for keeping the City operating. He said that current conditions have led the City of San Antonio and Bexar County to work closely with one another. He also announced that JBSA-Randolph is closed on weekends except for official business, but is open on the weekdays.

**13. ADJOURNMENT:** Mayor Williams adjourned the meeting at 7:04 p.m.

ATTEST:

\_\_\_\_\_  
John Williams, Mayor

\_\_\_\_\_  
Kristin Mueller, City Clerk

To: City Council

From: Kim M. Turner, City Manager

Date: 11 March 2020

RE: RESOLUTION 895-B-2020: A RESOLUTION TO AMEND THE PERSONNEL POLICIES AND PROCEDURES MANUAL FOR THE CITY OF UNIVERSAL CITY TO ESTALBISH AN EMERGENCY EVENT REMOTE WORK POLICY; ESTABLISH LEGISLATIVE FINDINGS; AND SET AN EFFECTIVE DATE.

This personnel policy change is to prepare for future catastrophic events that may require staff to work remotely. At this time, there are approximately 20 City staff members that set up to work remotely if the need arises.

RESOLUTION 895-B-2020

A RESOLUTION TO AMEND THE PERSONNEL POLICIES AND PROCEDURES MANUAL FOR THE CITY OF UNIVERSAL CITY TO ESTALBISH AN EMERGENCY EVENT REMOTE WORK POLICY; ESTABLISH LEGISLATIVE FINDINGS; AND SET AN EFFECTIVE DATE.

**WHEREAS**, the City of Universal City (the “City”) is a Home Rule municipality possessing the full power of local self-government, pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, as amended, and the City’s Home Rule Charter; and

**WHEREAS**, the City is authorized by Article 11, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, as amended, and the City’s Home Rule Charter to adopt regulations to promote good governance and to amend said regulations when the City Council finds that it is in the best interest of the City to do so; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to make certain changes to Personnel Policies and Procedures Manual and, after following the procedures set forth in City’s Home Rule Charter and Code of Ordinances, adopted these changes through official Council action; and

**WHEREAS**, the City Council hereby finds and determines that it is necessary to formally adopt an Emergency Event Remote Work Policy referenced herein by resolution.

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

**SECTION 1.**

**THAT** the City Council of the City of Universal City authorizes the amendment to the City’s Personnel Policies and Procedures Manual as set forth in Exhibit A.

**SECTION 2.**

**THAT** all provisions of the Personnel Policies and Procedures Manual of the City of Universal City not herein amended or repealed shall remain in full force and effect.

**SECTION 3.**

**THAT** all other resolutions, or parts of resolutions in conflict herewith are hereby repealed to the extent that they are in conflict.

**SECTION 4.**

**THAT** if any provisions of this Resolution shall be held void or unconstitutional, it is hereby provided that all other parts of the same which are not held void or unconstitutional shall remain in full force and effect.

**SECTION 5.**

**THIS** Resolution will take effect upon its passage, approval and publication as provided by law.

**PASSED, ADOPTED AND APPROVED** by the City Council of the City of Universal City on this the \_\_\_\_\_<sup>th</sup> day of \_\_\_\_\_ 2020.

**A P P R O V E D**

\_\_\_\_\_  
John Williams, MAYOR

Attest: \_\_\_\_\_  
Kristin Mueller, City Clerk

Attest: \_\_\_\_\_  
Matthew J. Longoria, City Attorney



Employee Name: \_\_\_\_\_

**CITY OF UNIVERSAL CITY, TEXAS  
PERSONNEL POLICIES & PROCEDURES MANUAL  
Effective May 6, 2020**

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**EMERGENCY EVENT REMOTE WORK POLICY**

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**PURPOSE**

This policy defines the City's use of remote work and establishes guidelines and rules for working remotely when it is a viable work arrangement. Remote work is intended to create flexible conditions that will help employees accomplish their work effectively without disruption to the City services especially leading up to, during and/or immediately after emergency events. Remote work may be appropriate for some employees and jobs but not for others. Remote work is not an entitlement, it is not a company-wide benefit, and it in no way changes the terms and conditions of employment with the City of Universal City.

**BACKGROUND**

In the event of a wide scale emergency, and when authorized by the City Manager or an authorized designee, the City of Universal City realizes a need to develop a formal process to implement remote work to preserve the environment and for the safety and wellbeing of our employees and citizens of the community.

**DEFINITIONS**

- **Remote Work** – An arrangement in which an employee performs regular work at an alternative work site for a specified portion of the week for a limited and specified period. Occasional work off-site, including work while traveling on Universal City business does not constitute remote work and does not require the formal arrangement specified in this policy.
- **Remote Employee** – An employee who has an approved remote work arrangement on file and is working from an approved alternate work site.
- **Alternative Work Site** – An employee will establish an appropriate work site within their home for work purposes. The City of Universal City will not be responsible for the costs associated with the initial setup of the employee's home office such as remodeling, furniture, high speed internet services, etc.

## **SCOPE**

Certain requirements for all remote work arrangements are set forth in this policy and are intended to ensure that such arrangements comply with all applicable laws, as well as to prevent losses and claims. Aside from these requirements, and with the caveat that careful consideration must be given to the issues presented in this policy, the intent is to allow remote work arrangements as an alternative to working at the employees' normal worksite in the event that there is a wide scale catastrophic event, in order to maintain the City's essential services.

A remote work arrangement is not an entitlement and in no way changes the terms and conditions of employment with the City of Universal City. Remote work is not a formal, universal employee benefit or a condition of employment, but rather a temporary alternate method of meeting the needs of both the City and the employee. The City of Universal City considers remote work to be a viable work arrangement in certain cases where job characteristics are best suited to such an arrangement.

The duties, responsibilities, and conditions of employment remain the same as if the employee were working at the normal site. The employee will continue to comply with Universal City policies and procedures while working at the alternate work site.

The employee understands that remote work is a mutually agreed upon work alternative between the City and employees and the employee will be required to complete a Remote Work Arrangement Agreement. The City, with or without cause, can revoke or modify the employee's participation as a remote employee at any time.

Remote work by one employee should not negatively affect the workload or productivity of others either by shifting burdens or creating delays and additional steps in the workflow. Remote work will not affect an employee's compensation, benefits, work status or work responsibilities. A remote work arrangement shall not result in any additional cost to the City of Universal City.

## **PROCEDURES AND RESPONSIBILITIES**

### **Emergency Event**

In the event of a wide scale emergency that could impact our community, the City Manager, or an authorized designee, can declare the City in an emergency event status and activate the ability to utilize this policy. All employees must be ready to assist in managing the crisis and will be considered essential for the continuity of governmental operations.

## Eligibility

Before entering into any remote work agreement, the Employee and Director, with the assistance of the Personnel Benefits Manager, will evaluate the suitability of such an arrangement, reviewing the following areas:

- **Employee Suitability.** The Employee and Director will assess the needs and work habits of the employee, compared to the traits customarily recognized as appropriate for successful remote employees.
- **Job Responsibilities.** The employee and Director will discuss the job responsibilities and determine if the job is appropriate for a remote work arrangement.
- **Equipment Needs, Workspace Design Considerations and Scheduling Issues.** The employee and Director will review the physical workspace needs and the appropriate location for the remote work.

An appropriate level of communication between the remote work employee and supervisor will be agreed upon as part of the discussion process and will be at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved. Once all details are agreed to and formalized in the Remote Work Agreement, the Department Director, the Personnel Benefits Manager, and the City Manager must approve and sign the forms.

## Equipment

The City will provide equipment that is essential to an employee's job duties, such as laptops and cell phone (when available and applicable). The City will not provide secondary equipment (e.g. printers and screens). The Director and Personnel Benefits Manager will serve as resources in this matter. Equipment supplied by the City will be maintained by the City. Equipment supplied by the employee, if deemed appropriate by the City, will be maintained by the employee. The City accepts no responsibility for the damage or repairs to employee-owned equipment. The City reserves the right to make determinations as to appropriate equipment, subject to change at any time. Equipment supplied by the City is to be used for business purposes only. The remote employee must sign an inventory of all City property received and agree to take appropriate action to protect the items from damage or theft. Upon termination of employment or at the end of the remote work arrangement or need, all City property will be returned to the City, unless other arrangements have been made.

The City will supply the employee with appropriate office supplies, (pens, paper, etc.) as deemed necessary and will also reimburse the employees for business-related expenses such as shipping costs, that are reasonably incurred in carrying out the employee's job.

The employee will establish an appropriate work environment within their home for work purposes. The City will not be responsible for costs associated with the setup

of the employee's home office, such as remodeling, furniture, or lighting, nor for repairs or modifications to the home office space.

The City will not be responsible for the cost of internet service or setup of the employee's home network or office space.

### **Security**

Consistent with the City's expectations of information security for all employees working at the office, remote work employees will be expected to ensure the protection of proprietary City information accessible from their home office. Steps may include the use of locked file cabinets and desks, regular password maintenance, and any other measures appropriate for the job and the environment. Employees are still expected to adhere to the Use of City Computers, Internet Access & Electronic Mail Policy in the Personnel Policies and Procedures Manual.

### **Safety**

Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Injuries sustained by the employee in a home office location and in conjunction with his or her regular work duties are normally covered by the City's workers' compensation policy. Remote work employees are responsible for notifying the employer of such injuries immediately. The employee is liable for any injuries sustained by visitors to his or her home worksite.

Remote work is not designated to be a replacement for appropriate childcare. Although an individual employee's schedule may be modified to accommodate childcare needs, the focus of the arrangement must remain on job performance and meeting business demands. Prospective remote employees are encouraged to discuss expectations of remote work with family members prior to entering an agreement.

### **Time Worked**

Remote work employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked and submit the documentation to the Personnel Benefits Manager's office. Hours worked in excess of 40 hours per workweek require the advance approval of the Remote Employee's Department Head. Failure to comply with this requirement may result in discipline up to and include the immediate termination of the Remote Work Arrangement Agreement and the employee.

### **Ad Hoc Arrangements**

Temporary, short-term remote work arrangements may be approved for circumstances such as inclement weather, special projects or business travel.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the City with the consent of the employee's health care provider, if appropriate.

All informal remote work arrangements are made on a case-by-case basis, focusing first on the business needs of the City.

**ACCOUNTABILITY**

Employees who are found to be in violation of any part of this policy may be subject to disciplinary action as outlined in the City of Universal City Personnel Policies & Procedures Manual.

**ENFORCEMENT**

The Department Head and Personnel Benefits Manager will be responsible for the enforcement of this policy. The original executed Emergency Event Remote Work Policy must be submitted to the Personnel Benefits Manager's office

**EMPLOYEE ACKNOWLEDGEMENT & SIGNATURES**

I have read and been provided with a copy of this policy and will comply with the contents of this policy.

EMPLOYEE SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

DEPT. HEAD SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

CITY MANAGER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_



Employee Name: \_\_\_\_\_

**CITY OF UNIVERSAL CITY, TEXAS  
PERSONNEL POLICIES & PROCEDURES MANUAL  
Effective May 6, 2020**

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**REMOTE WORK ARRANGEMENT AGREEMENT**

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Remote work is intended to create temporary flexible conditions that will help employees accomplish their work effectively without disruption to City services especially leading up to, during and/or immediately after emergency events.

This Remote Work Arrangement Agreement is established between City of Universal City's \_\_\_\_\_ Department and \_\_\_\_\_ [Employee Name].

This Agreement shall become effective as of \_\_\_\_\_ and shall remain in effect until \_\_\_\_\_ unless modified or terminated by the Department or the employee, with notification of at least two (2) business days. However, in the event of a workplace emergency, the Agreement may be suspended immediately and indefinitely.

This Agreement is subject to the employee satisfying the following conditions on a continuing basis:

1. The employee shall perform all job duties at a satisfactory performance level.
2. The employee's work schedules does not interfere with normal interactions with his/her supervisor, co-workers, or citizens/customers.
3. The employees' schedule does not adversely affect the ability of other City employees to perform their jobs.
4. The employee assures his/her accessibility to co-workers who maintain the City's regular working schedule.
5. The employees paid leave will be earned and used in the same manner as prior to this flexible work arrangement agreement and be subject to all other applicable City policies.
6. The employee maintains this agreed-upon work schedule.
7. The employee shall get overtime hours pre-approved with his/her supervisor prior to working such hours.

All the employee's obligations and responsibilities, and terms and conditions of employment with the City remain unchanged, except those specifically changed by

this Agreement. Any non-compliance with this Agreement by the employee may result in modifications or termination of the flexible work arrangement established by this Agreement.

If applicable, the employee may be provided City supplies and equipment to perform work from home. The equipment is as follows:

Hardware: \_\_\_\_\_

Software: \_\_\_\_\_

Other Supplies: \_\_\_\_\_

Flexible Work Schedule: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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### **EMPLOYEE ACKNOWLEDGEMENT & SIGNATURES**

I have read and been provided with a copy of this Agreement and the City's Emergency Event Remote Work Policy. By signing below, I agree to be bound by its terms and conditions.

EMPLOYEE SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

DEPT. HEAD SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

PERSONNEL BENEFITS  
MANAGER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

CITY MANAGER SIGNATURE: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF UNIVERSAL CITY**

**DATE:** 4-28-2020

**FILE:**

**TO:** City Council  
**FROM:** Kim Turner, City Manager  
**COPY:** Kristin Mueller, City Clerk  
**SUBJECT:** Amendment to No Parking Ordinance No. 249

As we anticipate an increase in large truck traffic to occur upon the completion of the new 7-11 gas station, an amendment to the no parking zones section of the traffic ordinance is needed. These amendments will affect parking along the 100 block of West Byrd Boulevard and will include both the North and South sides of the street.

Prohibiting parking in this area will eliminate traffic travelling east on W. Byrd Blvd. from queueing too far over in the other lane as well as keeping the westbound lane clear of parked vehicles for fuel and delivery truck traffic and radial turn movement.

Recommend approval.

ORDINANCE NO. 249-H-2020

A PENALTY ORDINANCE AMENDING ORDINANCE 249, MODIFYING AND ESTABLISHING OFFICIAL "NO PARKING" ZONES AT CERTAIN STREET LOCATIONS IN THE CITY OF UNIVERSAL CITY, TEXAS.

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

1. That Section 1 of Ordinance No. 249 and Section 3-4-37 of the Code of Ordinances be modified:

**Modify From:**

<u>Streets</u>	Sides (or portions of divided roadways)	From	To
West Byrd	South	Pat Booker Road	Alley (100 feet)

**Modify To:**

<u>Streets</u>	Sides (or portions of divided roadways)	From	To
West Byrd Blvd.	South Side of Street	Pat Booker Rd. (S.H. 218)	140-foot West

2. That Section 1 of Ordinance No. 249 and Section 3-4-37 of the Code of Ordinances be amended to add the following "No Parking" sign locations:

**Add:**

<u>Streets</u>	Sides (or portions of divided roadways)	From	To
West Byrd Blvd.	North Side of Street	Pat Booker Rd. (S.H. 218)	Houston Drive

PASSED and APPROVED this the 19<sup>th</sup> day of May 2020.

\_\_\_\_\_  
JOHN WILLIAMS  
MAYOR

**ATTEST:**

**APPROVED FOR LEGAL SUFFICIENCY:**

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**KRISTIN MUELLER  
CITY CLERK**

---

**MATTHEW LONGORIA  
CITY ATTORNEY**

**Distribution:  
Public Works Director  
Police Department  
Municipal Code Corporation  
Ordinance Work Book  
Original/File**

NO.	REVISIONS	DATE	BY

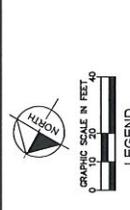
**Kimley-Horn**  
 1938 JOLLYVILLE ROAD, SUITE 200  
 HOUSTON, TEXAS 77058  
 PHONE: 281.416.1313  
 WWW.KIMLEY-HORN.COM  
 ©2019 KIMLEY-HORN AND ASSOCIATES, P.C.



**OVERALL SITE PLAN**  
 KHA PROJECT: 09025008  
 SCALE: AS SHOWN  
 CHECKED BY: ZBH  
 DRAWN BY: JMH  
 DATE: 09/25/2019

**7-ELEVEN UNIVERSAL CITY**  
 CITY OF UNIVERSAL CITY  
 BEAUMONT COUNTY, TEXAS

SHEET NUMBER: **6 OF 15**



**LEGEND**

---	PROPERTY LINE
---	PROPOSED SANITARY SEWER LINE
---	PROPOSED WATER LINE
---	PROPOSED WASTEWATER MANHOLE
---	PROPOSED WASTEWATER CLEANOUT
---	PROPOSED FIRE HYDRANT
---	PROPOSED TAPPING SLEEVE & VALVE
---	EXISTING OVERHEAD POWER LINE
---	EXISTING WATER LINE
---	EXISTING WASTEWATER LINE
---	EXISTING UTILITY TRENCH
---	EXISTING POWER POLE
---	EXISTING TELEPHONE
---	EXISTING WATER METER
---	EXISTING WASTEWATER MANHOLE
---	ASB ROUTE

- NOTES**
1. PAVEMENT THICKNESS AND JOINT PLACEMENT SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.
  2. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  3. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  4. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  5. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  6. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
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  8. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  9. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  10. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  11. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  12. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  13. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.
  14. ALL UTILITIES SHALL BE DEEPENED TO A MINIMUM OF 48" UNLESS OTHERWISE NOTED.

**SITE DATA TABLE**

ZONING	
PROPOSED USE	
LOT DATA	
LOT AREA (SQ. FT.)	75,229
LOT AREA (ACRES)	1.72
BLDG COVERAGE (%)	5.97
IMPERVIOUS COVERAGE (%)	25.35%

**PARKING TABLE**

STANDARD STALLS		
REQUIRED	18	PROVIDED 51
ADA STALLS		
REQUIRED	1	PROVIDED 2
		(1 VAN)



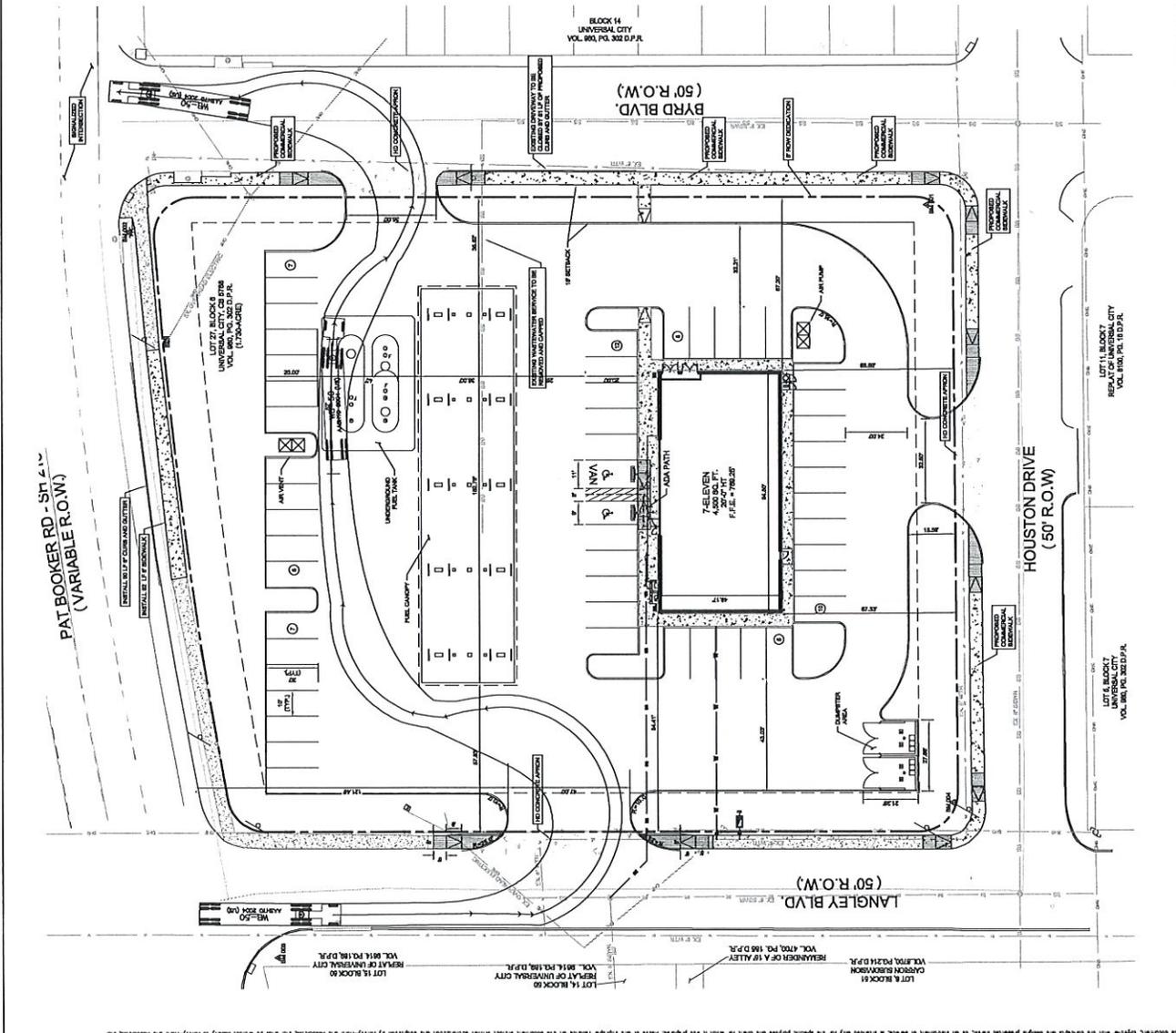
**BENCHMARKS**

1. 811 (100' DIAM) WITH CHANGE CAP STAMPED 'VICKEY CONTROL' ELEVATION = 718.48'

2. 811 (100' DIAM) WITH CHANGE CAP STAMPED 'VICKEY CONTROL' ELEVATION = 718.48'

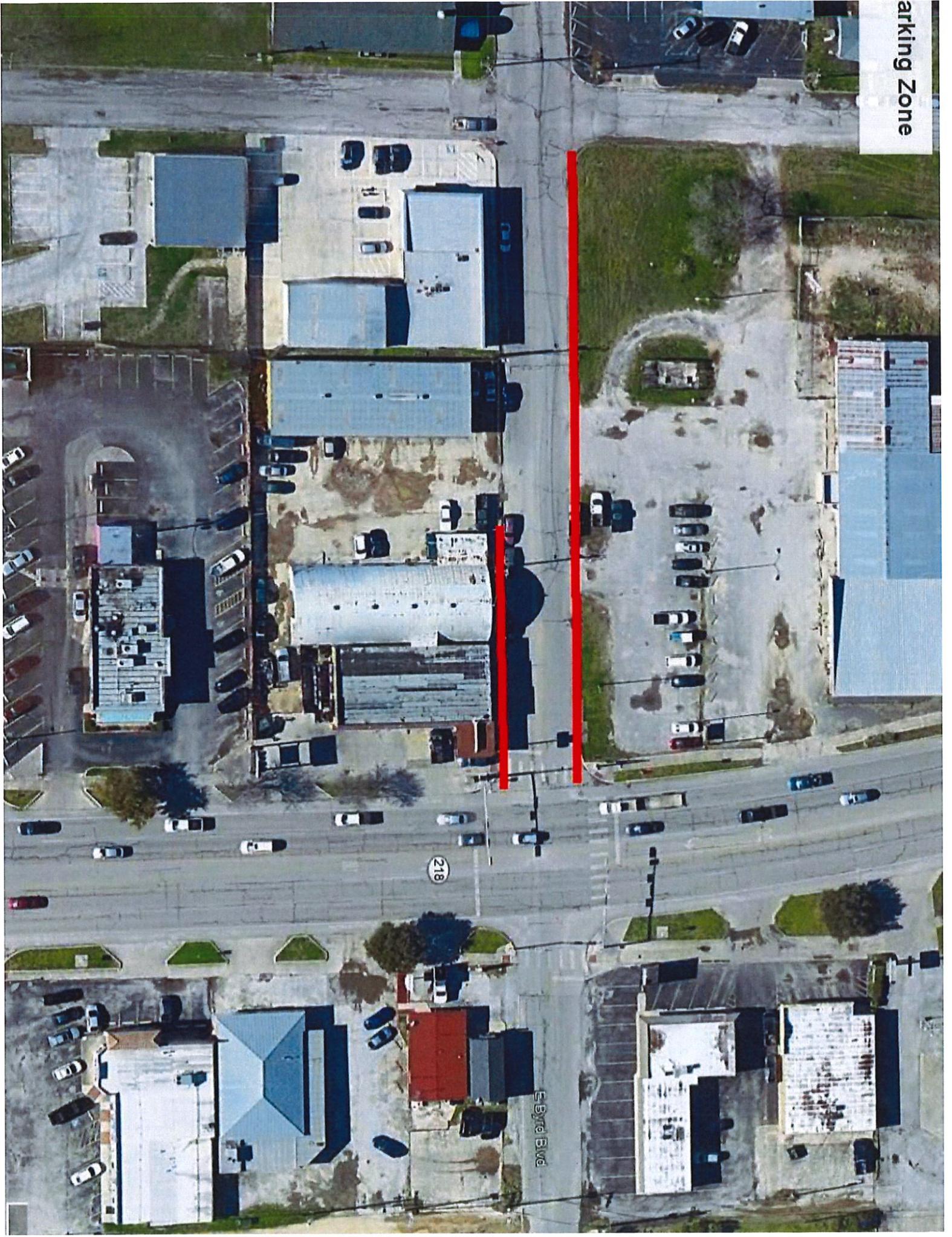
3. 811 (100' DIAM) WITH CHANGE CAP STAMPED 'VICKEY CONTROL' ELEVATION = 718.48'

4. 811 (100' DIAM) WITH CHANGE CAP STAMPED 'VICKEY CONTROL' ELEVATION = 718.48'



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arking Zone



TO: City Council

FROM: Kim Turner, City Manager

DATE: 1 May 2020

SUBJECT: Consider Resolution R-900-2020: A Resolution approving a project authorized by Section 05.158 of the Texas Local Government Code, authorizing certain financial assistance up to \$250,000 as a small business grant program to be used for businesses located within the City of Universal City, and which was approved by the Board of Directors of the Universal City Economic Development Corporation on April 28, 2020; and providing an effective date. (First Reading).

In response to COVID-19 (Coronavirus), the UCEDC approved Resolution 2020-2 authorizing a Small Business Stimulus Program to assist businesses negatively affected by the COVID-19 pandemic. The UCEDC Small Business Stimulus Program would be a local economic development program authorized under Chapter 505.158 of the Texas Local Government Code to help reduce the resulting economic strain on local businesses.

The stimulus program is designed to assist small Universal City businesses that are independently owned and operated with a maximum of 25 employees. Eligible industries may include retail (storefront), food and beverage; personal care (barber shop, nail salons, spas, etc.), automobile maintenance, education training, health/wellness, and small manufacturing businesses, personal services, etc. National chains, Regional chains, shopping center or strip mall owners, storage facilities, home-based businesses, permanently closed businesses, and non-profit organizations are not eligible for the grant.

Eligible expenses allowed under the grant program include:

- Rent/Mortgage for April-July 2020.
- Utilities (electricity/gas, water/sewer/garbage, cable/phone/internet, etc.) for April-July 2020.

All applications must include the following supporting documentation:

- 1.) Signed W-9 form
- 2.) Copy of the lease agreement or mortgage loan document
- 3.) Copy of the Feb 2020 utility bill for each utility type paid
- 4.) Texas Comptroller of Public Accounts sales tax statement for either February 2020 or most recent filing (not applicable for businesses that do not pay sales tax)
- 5.) Copy of IRS Form 941 for 4th Quarter 2019 or 1st Quarter 2020

**Those businesses awarded will be required to submit documentation demonstrating that 100% of the awarded funds were spent on eligible expenses.**

**Proposed Project Timeline:**

April 28, 2020	UCEDC approves Resolution 2020-2
May 5, 2020	City Council ratifies the EDC decision, Resolution 900-2020, First Reading
May 6, 2020	UCEDC Small Business Stimulus Program Application period opens
May 6-8, 2020	UCEDC staff push information via social media, website, site visits, e-mail
May 19, 2020	City Council approves Resolution 900-2020, Second Reading
May 21, 2020	First round of applications to be considered at a May 21, 2020 EDC meeting.

**RESOLUTION NO. R-900-2020**

**A RESOLUTION APPROVING A PROJECT AUTHORIZED BY SECTION 05.158 OF THE TEXAS LOCAL GOVERNMENT CODE, AUTHORIZING CERTAIN FINANCIAL ASSISTANCE UP TO \$250,000 AS A SMALL BUSINESS GRANT PROGRAM TO BE USED FOR BUSINESSES LOCATED WITHIN THE CITY OF UNIVERSAL CITY, AND WHICH WAS APPROVED BY BOARD OF DIRECTORS OF THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION ON APRIL 28, 2020; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

**WHEREAS**, on April 28, 2020 the Board of Directors of the UCEDC found and determined that providing financial assistance in the form of a small business grant program in a total amount not to exceed **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) with no individual grant to exceed Ten Thousand and No/100 Dollars (\$10,000)** for businesses located within the City of Universal City, Texas, is consistent with and meets the definition of “project” as that term is defined in Section 505.158 of the Act; and the definition of “cost” as that term is defined by Section 501.152 of the Act; and

**WHEREAS**, the Board of Directors of the UCEDC find and determine that providing financial assistance in the form of a small business grant program in a total amount not to exceed **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) with no individual grant to exceed Ten Thousand and No/100 Dollars (\$10,000)** for businesses located within the City of Universal City, Texas, is consistent with Act, nonetheless the UCEDC must still following the requirements of the Act including the following: the public hearing requirement mandated by Section 505.159 of the Act; the 60-day wait requirement pursuant to Section 505.160 of the Act; and the performance agreement requirement required by Section 501.158 of the Act.

**WHEREAS**, pursuant to Texas Local Government Code Sections 501.073 and 505.158(b) City Council finds the Project should be authorized.

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

**SECTION 1.** The findings set out above are hereby found to be true and correct and are incorporated herein for all purposes.

**SECTION 2.** As required by Texas Local Government Code Sections 501.073 and 505.158(b),

City Council hereby authorizes the Project as describe in the Universal City Economic Development Corporation's Resolution No. 2020-2.

**SECTION 3.** This Resolution is effective upon passage on two readings.

**DULY RESOLVED AND PASSED** by the City Council of Universal City, **on first reading**, this 5<sup>th</sup> day of May 2020.

**DULY RESOLVED, PASSED AND ADOPTED** by the City Council of Universal City, **on second reading**, this 17<sup>th</sup> day of May 2020.

UNIVERSAL CITY, TEXAS

---

John Williams, Mayor

ATTEST

---

Kristin Mueller, City Clerk

**AGENDA**  
**UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION MEETING**  
**WILL BE HELD IN UNIVERSAL CITY VIA VIDEOCONFERENCE**  
**2150 Universal City Blvd, Universal City, Texas 78148**  
**Special Meeting, Tuesday, April 28, 2020 at 5:00 P.M.**

*In accordance with order of the Office of the Governor issued March 16, 2020, the Universal City Economic Development Corporation will conduct a telephonic and videoconference meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).*

*The meeting will be held on Tuesday, April 28, 2020 at 5:00 P.M.*

*The public may participate in this meeting by dialing US Toll-free to 888-788-0099 (Meeting ID: 998 3590 9250, Password: 910350) or by joining the Zoom meeting at <https://zoom.us/j/99835909250?pwd=REorUmRnY0lPYlNPUUxacEtLeGN4dz09>*

*The public will be permitted to offer public comments telephonically or via videostream as provided by the agenda and as permitted by the presiding officer during the meeting. Written questions or comments may be submitted up two hours before the meeting to Kristin Mueller, City Clerk at [kmueller@uctx.gov](mailto:kmueller@uctx.gov).*

*A recording of the telephonic and video meeting will be made and will be available to the public in accordance with the Texas Public Information Act upon written request.*

1. **CALL TO ORDER:** President Dick Crow
2. **QUORUM CHECK:** Secretary Lenny Dagg
3. **PURPOSE OF SPECIAL MEETING:**
  - A. **Public Hearing:** On the expenditure of funds for the Universal City Economic Development Corporation Small Business Stimulus Program.
  - B. **Consider:** Approval of Resolution 2020-2: A Resolution of the Universal City Economic Development Corporation, a Type B Economic Development Corporation, approving a project authorized by section 505.158 of the Texas Local Government Code, authorizing certain financial assistance up to \$250,000 for the Universal City Economic Development Corporation Small Business Stimulus Program, a grant program for businesses located within the City of Universal City, Texas; and providing for an immediate effective date.
4. **ADJOURNMENT:**

This facility is wheelchair accessible & accessible parking spaces are available. Request for accommodations or interpretive services must be made 72 hours prior to this meeting. Please contact the city clerk’s office at (210) 659-0333 if these services are needed.

TO: EDC

FROM: Kristin Mueller, Economic Development Director

DATE: 24 April 2020

SUBJECT: Resolution 2020-2: A Resolution of the Universal City Economic Development Corporation, a Type B Economic Development Corporation, approving a project authorized by section 505.158 of the Texas Local Government Code, authorizing certain financial assistance up to \$250,000 for the Universal City Economic Development Corporation Small Business Stimulus Program, a grant program for businesses located within the City of Universal City, Texas; and providing for an immediate effective date.

---

In response to COVID-19 (Coronavirus), consider authorizing the UCEDC Small Business Stimulus Program to assist businesses negatively affected by the COVID-19 pandemic. The UCEDC Small Business Stimulus Program would be a local economic development program authorized under Chapter 505.158 of the Texas Local Government Code to help reduce the resulting economic strain on local businesses.

The stimulus program would be designed to assist small Universal City businesses that are independently owned and operated with a maximum of 25 employees. Eligible industries may include retail (storefront), food and beverage; personal care (barber shop, nail salons, spas, etc.), automobile maintenance, education training, health/wellness, and small manufacturing businesses, personal services, etc. National chains, Regional chains, shopping center or strip mall owners, home-based businesses, permanently closed businesses, and non-profit organizations are not eligible for the grant.

Eligible expenses allowed under the grant program include:

- Rent/Mortgage for April-July 2020.
- Utilities (electricity/gas, water/sewer/garbage, cable/phone/internet, etc.) for April-July 2020.

All applications must include the following supporting documentation:

- 1.) Signed W-9 form
- 2.) Copy of the lease agreement or mortgage loan document
- 3.) Copy of the Feb 2020 utility bill for each utility type paid
- 4.) Texas Comptroller of Public Accounts sales tax statement for either February 2020 or most recent filing (not applicable for businesses that do not pay sales tax)
- 5.) Copy of IRS Form 941 for 4th Quarter 2019 or 1st Quarter 2020

Those businesses awarded will be required to submit documentation demonstrating that 100% of the awarded funds were spent on eligible expenses.

**Proposed Project Timeline:**

April 28, 2020	UCEDC approves Resolution 2020-2
May 5, 2020	City Council ratifies the EDC decision
May 6, 2020	UCEDC Small Business Stimulus Program Application period opens
May 6-8, 2020	UCEDC staff push information via social media, website, site visits, e-mail
May 21, 2020	First round of applications to be considered at a May 21, 2020 EDC meeting.

**PROJECTED REV/EXPENSES for remainder of FY2020**

Savings Balance 4/1/2020	\$1,340,000	
<b>CK Beginning Balance 4/1/2020</b>		<b>\$ 1,260,000</b>
<b>Revenues for Remainder 2020</b>		
Sales Tax next 6 months		240,000
Interest Income next 6 months		12,000
Northlake Signage next 6 months		2,000
<b>Total Revenues for next 6 months</b>		<b>\$ 254,000</b>
 Projected TOTAL REVENUES through 9/30/2020		 \$ 1,514,000

**Projected Expenditures 4/1/2020 through 9/30/2020**

Printing		1,000
Advertising/Ads		8,000
Legal Services		15,000
Audit Services		4,000
ED Sponsorships		3,000
2016 Bond Debt Service (Northlake)		165,000
Officer Insurance		800
Office Supplies/Equipment		1,000
Newsletter		18,000
Promotional items		2,000
Web Page Hosting/Admin/Emails		10,400
		<b>228,200</b>

<b>Economic Development Projects</b>		
Landscape Maint. - PBR		25,000
NL Signage Landscape		4,600
NL Engineering Fees		0
<b>JJ Feasibility Study</b>		<b>150,000</b>
E Aviation Feasibility Study		40,000
Events		48,811
Storefront Architect Fees		4,500
Storefront Improvement Program		13,500
Carrera Optical	13,500	
Retail Attraction		671,189
Rush Fun Park	** 286,000	
Triangle Shop Center	185,189	
Gather Brewing Company	200,000	
		<b>957,600</b>

TOTAL EXPENDITURES 4/1/2020-9/30/2020 **1,185,800**

Contingency **100,000**

**Total Expenditures** **\$ 1,514,000**  
**Ending Balance** **\$ -**

## UCEDC Small Business Stimulus Program Application

The Universal City Economic Development Corporation developed this stimulus program to assist small Universal City businesses that are independently owned and operated with a maximum of 25 employees. Eligible industries may include retail (storefront), food and beverage; personal care (barber shop, nail salons, spas, etc.), education training, health/wellness, and small manufacturing businesses. National chains, Regional chains, shopping center or strip center owners, home-based businesses, permanently closed businesses, and non-profit organizations are not eligible for the grant.

The Universal City Economic Development Corporation (UCEDC) will review all applications to ensure completeness and eligibility. All applications must include the following supporting documentation:

- 1.) a signed W-9 form
- 2.) a copy of the lease agreement or bank loan
- 3.) a copy of the February 2020 utility bill for each utility type paid (Electric/Water/Sewer/Garbage/Cable/Phone/Internet)
- 4.) a copy of the Texas Comptroller of Public Accounts sales tax statement for either February 2020 or most recent filing (not applicable for businesses that do not pay sales tax)
- 5.) a copy of IRS Form 491 for 4th Quarter 2019 or 1st Quarter 2020

Each applicant may request up to \$10,000. If granted, payments will be made directly to the applicant to be utilized for eligible expenses. Eligible expenses are business rent/mortgage and utility expenses for April - July 2020. Award is actual rent/mortgage expenses and utility expenses for April-July 2020 up to \$10,000.

Name of Business:\*

Business Address:\*

Name of Business Owner(s):\*

Phone Number:\*

E-mail Address:\*

Business Category/NAICS Code:

Date business was established in Universal City, Texas:\*

Grant Amount Requested:

(Maximum Request = \$10,000)\*

Does the business have disaster/disruption insurance?\*

Yes

No

Is the business physically located and publicly accessible within the City of Universal City?  
(Home-based businesses are not eligible)\*

Yes

No

Did the business experience a decrease in employment or revenue as a direct result of COVID-19?\*

Yes

No

Impacts to your business from COVID-19:  
Please check all that apply. \*

- Temporary Business Closure
- Permanent Business Closure
- Reduced Hours of Operation
- Employee Layoffs/Furloughs
- Restricted Access to Capital to Address Costs
- Revenue Decline
- Interrupted Supply/Deliveries from Vendors
- Inability to Serve Customers
- Increased Operating Costs
- Decreased Customers

Briefly describe how your business has been impacted by COVID-19 and the intended use of the grant funds. \*

How many Full Time Employees did the business have on March 1, 2020?\*

How many Full Time Employees did the business have on April 15, 2020?\*

How many Full Time Employees do you anticipate the business having 3 months after COVID-19 restrictions are lifted?\*

How many Part Time Employees did the business have on March 1, 2020?\*

How many Part Time Employees did the business have on April 15, 2020?\*

How many Part Time Employees do you anticipate the business having 3 months after COVID-19 restrictions are lifted?\*

Attach completed W-9.\*

 No file chosen

Attach copy of Lease Agreement.\*

 No file chosen

Attach copies of the February 2020 bills for the utility services that you would like considered for the grant.

(Electric, Water/Sewer, Phone/Internet, Cable, Garbage, Etc). \*

 No file chosen

If applicable, attach the Texas Comptroller of Public Accounts sales tax statement for either February 2020 or most recent filing.

 No file chosen

Attach a copy of IRS Form 941 for 4th Quarter 2019 or 1st Quarter 2020:\*

 No file chosen

All the information provided is true and accurate and financial information has not been manipulated to exaggerate the financial duress of this business. I understand the information submitted in this application may require additional supporting documentation and will be shared with the Universal City Economic Development Corporation and subject to open records request, if applicable. I understand the Universal City Economic Development Corporation will not accept and/or evaluate incomplete applications. I understand the Universal City Economic Development Corporation may

grant or deny applications at its sole discretion and does not discriminate on the basis of race, color, religion, sex, age, national origin, veteran status, sexual orientation, gender identity, disability, or any other basis of discrimination prohibited by law. I understand that my business is not entitled to a grant. \*

- I agree to the above statement.
- I am authorized to submit this application on behalf of the business.

- If awarded a grant, I will provide documentation to the UCEDC demonstrating 100% of awarded funds were spent on eligible expenses.

Digital Signature.\*

\* indicates required fields.

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**RESOLUTION NO. 2020-02**

**A RESOLUTION OF THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION, A TYPE B ECONOMIC DEVELOPMENT CORPORATION, APPROVING A PROJECT AUTHORIZED BY SECTION 505.158 OF THE TEXAS LOCAL GOVERNMENT CODE, AUTHORIZING CERTAIN FINANCIAL ASSISTANCE UP TO \$250,000.00 AS A SMALL BUSINESS GRANT PROGRAM TO BE USED FOR BUSINESSES LOCATED WITHIN THE CITY OF UNIVERSAL CITY, TEXAS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a state of disaster for all counties in Texas in response to the COVID-19 outbreak; and

**WHEREAS**, the Universal City Economic Development Corporation (hereinafter referred to as the "UCEDC"), is an economic development corporation operating pursuant to Chapter 505 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

**WHEREAS**, Section 505.158 of the Texas Local Government Code provides that "[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, "project" also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation's board of directors to promote new or expanded business development." Further, the statute provides that "[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation's authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings"; and

**WHEREAS**, the Board of Directors of the UCEDC find and determine that providing financial assistance in the form of a small business grant program in a total amount not to exceed **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) with no individual grant to exceed Ten Thousand and No/100 Dollars (\$10,000)** for businesses located within the City of Universal City, Texas, is consistent with and meets the definition of "project" as that term is defined in Section 505.158 of the Act; and the definition of "cost" as that term is defined by Section 501.152 of the Act; and

**WHEREAS**, the Board of Directors of the UCEDC find and determine that providing financial assistance in the form of a small business grant program in a total amount not to exceed **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) with no individual grant to exceed Ten Thousand and No/100 Dollars (\$10,000)** for businesses located within the City of Universal City, Texas, is consistent with Act, nonetheless the UCEDC must still following the

requirements of the Act including the following: the public hearing requirement mandated by Section 505.159 of the Act; the 60-day wait requirement pursuant to Section 505.160 of the Act; and the performance agreement requirement required by Section 501.158 of the Act.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the Board of Directors of the Universal City Economic Development Corporation and are fully incorporated into the body of this Resolution.

**Section 2.** That the Board of Directors of the UCEDC find and determine that providing financial assistance in the form of a small business grant program in a total amount not to exceed **Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) with no individual grant to exceed Ten Thousand and No/100 Dollars (\$10,000)** for businesses located within the City of Universal City, Texas, will promote new and expanded business development, and is otherwise consistent with Section 505.158 of the Act.

**Section 3.** That the Board of Directors of the Universal City Economic Development Corporation find and determine that recipients of a small business grant of other form of financial assistance will have to comply with the requirements of the Act, including the execution of a performance agreement required by Section 501.158 of the Act, unless such requirements are subsequently suspended by the Governor of the State of Texas.

**Section 4.** That the Board of Directors of the Universal City Economic Development Corporation authorize the project and authorize the President of the UCEDC to execute this Resolution.

**Section 5.** That this Resolution shall become effective from and after its passage.

**DULY RESOLVED** by the Board of Directors of the Universal City Economic Development Corporation on this the 27<sup>th</sup> day of April 2020.

---

Richard Crow, President  
Universal City Economic Development Corporation

## PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between [REDACTED], a Texas [REDACTED] [REDACTED] (hereinafter referred to as “Business Owner”), and the **UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the “EDC”), is made and executed on the following recitals, terms and conditions.

**WHEREAS**, on March 13, 2020, the President of the United States declared the COVID-19 outbreak a national health emergency beginning on March 1, 2020; and

**WHEREAS**, on March 13, 2020, the Governor of the State of Texas declared a state of disaster for all counties in Texas in response to the COVID-19 outbreak; and

**WHEREAS**, the Universal City Economic Development Corporation (hereinafter referred to as the “EDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS**, Section 505.103 of the Texas Local Government Code provides that “[a] Type B corporation may spend not more than 10 percent of the corporate revenues for promotional purposes”; and

**WHEREAS**, Section 505.158 of the Texas Local Government Code provides that “[f]or a Type B corporation authorized to be created by a municipality with a population of 20,000 or less, “project” also includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development.” Further, the statute provides that “[a] Type B corporation may not undertake a project authorized by this section that requires an expenditure of more than \$10,000 until the governing body of the corporation’s authorizing municipality adopts a resolution authorizing the project after giving the resolution at least two separate readings”; and

**WHEREAS**, Business Owner has applied to EDC for financial assistance to operate their business located on the Property, as defined herein, which is located within the City of Universal City, Texas; and

**WHEREAS**, the EDC’s Board of Directors have determined the financial assistance provided to Business Owner pursuant to this Agreement is consistent and meets the definition of “project” or “promotional purposes” as those terms are defined in Chapters 501 and 505 of the Texas Local Government Code, and in particular Sections 505.103 and 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the EDC and Business Owner agree as follows:

## SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

## SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter for one (1) year from the Effective Date of this Agreement unless terminated sooner under the provisions hereof.

## SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

- (a) **Act.** The word “Act” means Chapters 501 to 505 of the Texas Local Government Code, as amended.
- (b) **Agreement.** The word “Agreement” means this Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.
- (c) **Business Owner.** The words “Business Owner” mean [REDACTED], a Texas [limited partnership] [corporation] [limited liability company], its successors and assigns, whose address for the purposes of this Agreement is [REDACTED].
- (d) **EDC.** The term “EDC” means the Universal City Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 2150 Universal City Blvd, Universal City, Texas, 78148.
- (e) **Effective Date.** The words “Effective Date” mean the date of the latter to execute this Agreement by and between the Business Owner and the EDC.
- (f) **Event of Default.** The words “Event of Default” mean and include any of the Events of Default set forth below in the section entitled “Events of Default.”
- (g) **Full-Time Employment Positions.** The words “Full-Time Employment Position” or “Full-Time Employment Positions” mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.
- (h) **Property.** The word “Property” means the property generally located at [REDACTED] [REDACTED] City of Universal City, Bexar County, Texas.
- (i) **Qualified Expenditures.** The words “Qualified Expenditures” mean those costs which meet the definition of “project” as that term is defined in Chapters 501 and 505 of the Act,

and in particular Section 505.158 of the Act, and meet the definition of “cost” as that term is defined in Section 501.152 of the Act.

- (j) **Term.** The word “Term” means the term of this Agreement as specified in Section 2 of this Agreement.

#### **SECTION 4. AFFIRMATIVE COVENANTS OF BUSINESS OWNER**

Business Owner covenants and agrees with EDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Operate Business.** Business Owner agrees during the Term of this Agreement to maintain and keep open the business located on the Property.
- (b) **Job Creation and Retention.** Business Owner agrees during the Term of this Agreement, the Business Owner shall employ and maintain a minimum of ( ) Full-Time Employment Positions working at the Business Owner’s facility located on the Property. Business Owner covenants and agrees within three (3) months of the Effective Date of this Agreement, and during the Term of this Agreement, Business Owner shall deliver to EDC a quarterly compliance verification signed by a duly authorized representative of Business Owner that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the “Quarterly Compliance Verification”). The Business Owner covenants and agrees beginning within three (3) months of the Effective Date of this Agreement, and quarterly thereafter during the Term of this Agreement, there will be a total of 4 (four ) Quarterly Compliance Verifications due and submitted to the EDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Quarterly Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.
- (c) **Performance Conditions.** Business Owner agrees to make, execute and deliver to EDC such other instruments, documents and other agreements as EDC or its attorneys may reasonably request to evidence this Agreement.
- (d) **Performance.** Business Owner agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Business Owner and EDC.

#### **SECTION 5. AFFIRMATIVE COVENANTS OF EDC.**

EDC covenants and agrees with Business Owner that, while this Agreement is in effect, it shall comply with the following terms and conditions:

- (a) **Financial Assistance for Qualified Expenditures.** EDC covenants and agrees to provide financial assistance in the amount of to Business Owner within

fifteen (15) days of the Effective Date of this Agreement to be used by Business Owner for Qualified Expenditures.

- (b) **Performance.** EDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between Business Owner and EDC.

## **SECTION 6. CESSATION OF ADVANCES.**

If the EDC has made any commitment to provide any financial assistance to Business Owner, whether under this Agreement or under any other agreement, the EDC shall have no obligation to advance or disburse the financial assistance if: (i) Business Owner becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

## **SECTION 7. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

- (a) **General Event of Default.** Failure of Business Owner or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Business Owner or EDC to comply with or to perform any other term, obligation, covenant or condition contained in any other agreement by and between Business Owner and EDC is an Event of Default.
- (b) **False Statements.** Any warranty, representation, or statement made or furnished to the EDC by or on behalf of Business Owner under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.
- (c) **Insolvency.** Business Owner's insolvency, appointment of receiver for any part of Business Owner's property, any assignment for the benefit of creditors of Business Owner, any type of creditor workout for Business Owner, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Business Owner is an Event of Default.

## **SECTION 8. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 7 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement. In the event, Business Owner defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the EDC to Business Owner pursuant to Section 5(a) of this Agreement shall become immediately due and payable by Business Owner to the EDC.

## SECTION 9. INDEMNIFICATION.

Business Owner shall indemnify, save, and hold harmless EDC, its directors, officers, agents, attorneys, and employees (collectively, the “Indemnitees”) from and against: (i) any and all claims, demands, actions or causes of action that are asserted against any Indemnatee if the claim, demand, action or cause of action directly or indirectly relates to tortious interference with contract or business interference, or wrongful or negligent use of EDC’s loan advances by Business Owner or its agents and employees; (ii) any administrative or investigative proceeding by any governmental authority directly or indirectly related, to a claim, demand, action or cause of action in which EDC is a disinterested party; (iii) any claim, demand, action or cause of action which directly or indirectly contests or challenges the legal authority of EDC or Business Owner to enter into this Agreement; and (iv) any and all liabilities, losses, costs, or expenses (including reasonable attorneys’ fees and disbursements) that any Indemnatee suffers or incurs as a result of any of the foregoing; provided, however, that Business Owner shall have no obligation under this Section to EDC with respect to any of the foregoing arising out of the gross negligence or willful misconduct of EDC or the breach by EDC of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnatee, such Indemnatee shall promptly notify Business Owner, but the failure to so promptly notify Business Owner shall not affect Business Owner’s obligations under this Section unless such failure materially prejudices Business Owner’s right to participate in the contest of such claim, demand, action or cause of action, as hereinafter provided. If requested by Business Owner in writing, as so long as no Default or Event of Default shall have occurred and be continuing, such Indemnatee shall in good faith contest the validity, applicability and amount of such claim, demand, action or cause of action and shall permit Business Owner to participate in such contest. Any Indemnatee that proposes to settle or compromise any claim, demand, action, cause of action or proceeding for which Business Owner may be liable for payment of indemnity hereunder shall give Business Owner written notice of the terms of such proposed settlement or compromise reasonably in advance of settling or compromising such claim or proceeding and shall obtain Business Owner’s concurrence thereto.

## SECTION 10. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

- (a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.
- (b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Bexar County, Texas.

- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Business Owner warrants and represents that the individual or individuals executing this Agreement on behalf of Business Owner has full authority to execute this Agreement and bind Business Owner to the same. EDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.
- (e) **Caption Headings.** Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.
- (f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.
- (g) **Notices.** All notices required to be given under this Agreement shall be given in writing and shall be effective when actually delivered or when deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown in Section 3 of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Business Owner agrees to keep EDC informed at all times of Business Owner's current address.
- (h) **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.
- (i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
- (j) **Undocumented Workers.** Business Owner certifies that the Business Owner does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Business Owner is convicted of a violation under 8 U.S.C. § 1324a(f), Business Owner shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of eight percent (8%), not later than the 120<sup>th</sup> day after the date the EDC notifies Business Owner of the violation.

- (k) **Compliance with the Act.** Business Owner covenants and agrees to immediately repay to the EDC any financial assistance provided pursuant to this Agreement, if any, in the event of a petition received by the City of Universal City, Texas, pursuant to Section 505.160 of the Act.

**[The Remainder of this Page Intentionally Left Blank]**

**THE PARTIES ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS PERFORMANCE AGREEMENT, AND THE PARTIES AGREE TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.**

**UCEDC:**

**UNIVERSAL CITY ECONOMIC  
DEVELOPMENT CORPORATION,**  
a Texas non-profit corporation

By: \_\_\_\_\_  
\_\_\_\_\_, President

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

**BUSINESS OWNER:**

\_\_\_\_\_,  
a Texas [limited partnership] [limited liability  
company] [corporation]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



UNIVERSAL CITY  
Gateway to Randolph AFB  
Est. 1960

# EDC Small Business Stimulus Program



The UCEDC has developed a stimulus program to assist small Universal City businesses that are independently owned and operated with a maximum of 30 employees.

Eligible industries may include retail (storefront), food and beverage; personal care (barber shop, nail salons, spas, etc.), automobile maintenance, education training, health/wellness, and small manufacturing businesses.

Eligible expenses allowed under the grant program include:

- Rent/Mortgage for April-July 2020.
- Utilities (electricity, phone/internet, etc.) for April-July 2020.

Apply online between May 6th - May 15th at [www.UCTX.gov/SBSP](http://www.UCTX.gov/SBSP)

**CITY OF UNIVERSAL CITY  
INVESTMENT REPORT  
March 31, 2020**

<b>TEXPOOL</b>	<b>Beginning market value at 01/01/2020</b>	<b>5,116,299.60</b>
	<b>Deposit</b>	
	<b>Second Quarter Interest</b>	<b>17,766.18</b>
	<b>Ending market value at 03/31/2020</b>	<b>5,134,065.78</b>
	<b>Average rate at 03/31/2020</b>	<b>1.5908%</b>
 <b>OPERATING ACCOUNT</b>		
<b>BANK of AMERICA</b>	<b>Beginning value at 1/1/2020</b>	<b>7,705,848.35</b>
	<b>Ending value at 3/31/2020</b>	<b>1,216,946.15</b>
<b>SAVINGS ACCOUNT (Bank of America)</b>	<b>Beginning value at 1/1/2020</b>	<b>23,277,181.76</b>
	<b>Ending value at 3/31/2020</b>	<b>5,133,418.09</b>
<b>TEXSTAR NATIONAL BANK</b>	<b>Beginning value at 1/1/2020</b>	<b>0.00</b>
	<b>Ending value at 3/31/2020</b>	<b>7,539,874.46</b>
<b>SAVINGS ACCOUNT (Texstar National Bank)</b>	<b>Beginning value at 1/1/2020</b>	<b>0.00</b>
	<b>Ending value at 3/31/2020</b>	<b>18,562,906.16</b>

INVESTMENT PORTFOLIO THROUGH SECOND QUARTER

TEXPOOL	1.5908% AVERAGE RATE	5,134,065.78
OPERATING ACCOUNTS Bank of America	NON INTEREST BEARING	1,216,946.15
SAVINGS ACCOUNTS Bank of America	0.2% ANNUAL PERCENTAGE YIELD	5,133,418.09
OPERATING ACCOUNTS Texstar National Bank	1.54% AVERAGE PERCENTAGE YIELD	7,539,874.46
SAVINGS ACCOUNT Texstar National Bank	1.54% AVERAGE PERCENTAGE YIELD	<u>18,562,906.16</u>

TOTAL INVESTMENT PORTFOLIO March 31, 2020

37,587,210.64

INTEREST RECEIVED FROM January 1, To March 31,2020

TEXPOOL	17,766.18
Bank of America	5,625.09
Texstar National Bank	62,713.75

This report is in full compliance with the investment strategies as established by the City of Universal City Investment Policy and Public Funds Investment Act (Chapter 2256)

*Patricia A Collins*  
*Finance Director*

Olympia Hills Golf Course  
FY 2020

		BUDGET	JANUARY	FEBRUARY	MARCH	1st QUARTER	2ND QUARTER
<b>REVENUES</b>							
OPERATION	COURSE	996,000.00	58,710.09	69,450.71	97,694.75	230,083.50	225,855.55
	CARTS	-				-	-
	PRO SHOP	56,000.00	2,475.95	3,613.03	5,798.75	12,198.37	11,887.73
	RANGE	45,000.00	4,092.29	4,680.87	5,573.19	12,293.42	14,346.35
	F&B	569,500.00	31,651.59	40,451.34	32,696.38	155,251.66	104,799.31
	MARKETING					-	-
	G&A	901,000.00	411.63	60,297.55	287.86	1,091.45	60,997.04
	MISC INCOM	-				-	-
<b>TOTAL REVENUES</b>		<b>2,567,500.00</b>	<b>97,341.55</b>	<b>178,493.50</b>	<b>142,050.93</b>	<b>410,918.40</b>	<b>417,885.98</b>
<b>EXPENSES</b>							
OPERATION	COURSE	935,542.00	99,521.82	73,082.20	71,502.36	201,203.33	244,106.38
	CARTS	121,208.00	11,701.66	19,312.41	910.06	25,808.94	31,924.13
	PRO SHOP	196,667.00	15,053.38	11,200.06	12,252.87	33,218.68	38,506.31
	RANGE	4,500.00	-		(20.57)	-	(20.57)
	F&B	592,385.00	56,225.43	50,486.07	39,783.34	145,967.22	146,494.84
	MARKETING	75,000.00	3,075.00	10,370.73	3,293.66	32,205.00	16,739.39
G&A	G&A	570,564.00	26,494.50	19,759.59	38,264.26	72,860.06	84,518.35
<b>TOTAL EXPENSES</b>		<b>2,495,866.00</b>	<b>212,071.79</b>	<b>184,211.06</b>	<b>165,985.98</b>	<b>511,263.23</b>	<b>562,268.83</b>
<b>TOTAL NET INCOME(LOSS)</b>		<b>71,634.00</b>	<b>(114,730.24)</b>	<b>(5,717.56)</b>	<b>(23,935.05)</b>	<b>(100,344.83)</b>	<b>(144,382.85)</b>

**CITY OF UNIVERSAL CITY  
GENERAL FUND  
SECOND QUARTER/FY 2020**

\*

	<b>CURRENT BUDGET</b>	<b>January 2020</b>	<b>February 2020</b>	<b>March 2020</b>	<b>FIRST QUARTER</b>	<b>SECOND QUARTER</b>	<b>TOTAL</b>	<b>BUDGET BALANCE</b>	<b>%</b>
<b>REVENUE SUMMARY</b>									
TAX REVENUE	11,155,533.00	1,902,857.12	1,552,470.25	184,787.46	4,895,565.50	3,640,114.83	8,535,680.33	2,619,852.67	
LICENSE/PERMITS/FEES	1,200,000.00	119,706.75	122,013.72	103,465.74	264,649.52	345,186.21	609,835.73	590,164.27	
FINES	1,100,000.00	125,141.49	127,341.54	145,486.27	254,363.45	397,969.30	652,332.75	447,667.25	
INTEREST/OTHER REVENUE	640,000.00	20,856.55	89,980.41	22,253.83	26,779.87	133,090.79	159,870.66	480,129.34	
DONATIONS/CONTRIBUTIONS	410,000.00	7,655.00	5,125.00	5,600.00	8,308.75	18,380.00	26,688.75	383,311.25	
GRANTS	0.00	0.00	672.71	0.00	0.00	672.71	672.71	-672.71	
							0.00	0.00	
							0.00	0.00	
<b>TOTAL REVENUES</b>	<b>14,505,533.00</b>	<b>2,176,216.91</b>	<b>1,897,603.63</b>	<b>461,593.30</b>	<b>5,449,667.09</b>	<b>4,535,413.84</b>	<b>9,985,080.93</b>	<b>4,520,452.07</b>	<b>68.84%</b>
<b>EXPENDITURE SUMMARY</b>									
ADMINSTRATION	1,772,436.00	179,351.04	130,378.27	109,919.66	391,528.58	419,648.97	811,177.55	961,258.45	
DEVELOPMENT SERVICES	866,118.00	73,406.45	79,698.19	59,258.56	217,013.74	212,363.20	429,376.94	436,741.06	
FINANCE	547,736.00	55,804.93	34,621.07	38,580.92	97,812.33	129,006.92	226,819.25	320,916.75	
MUNICIPAL COURT	276,290.00	19,190.46	12,395.47	21,719.15	46,128.55	53,305.08	99,433.63	176,856.37	
COURT JUVENILE CASE MANA	55,147.00	6,001.51	4,242.87	4,330.91	11,749.81	14,575.29	26,325.10	28,821.90	
GENERAL SERVICES	1,416,880.00	186,181.11	76,991.38	82,711.91	273,963.99	345,884.40	619,848.39	797,031.61	
PARKS & RECREATION	794,362.00	98,388.96	177,057.13	27,790.76	136,879.22	303,236.85	440,116.07	354,245.93	
POLICE	4,098,437.00	436,782.07	313,911.80	276,410.94	1,020,005.35	1,027,104.81	2,047,110.16	2,051,326.84	
POLICE SEIZED ASSETS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
LLEBG EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
LLEBG PROGRAM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
FIRE DEPARTMENT	2,529,154.00	306,979.35	200,268.51	144,238.96	548,341.62	651,486.82	1,199,828.44	1,329,325.56	
VEHICLE-EQUIPMENT MAINT	218,792.00	27,191.52	20,964.65	15,767.58	63,679.46	63,923.75	127,603.21	91,188.79	
ANIMAL SHELTER	506,197.00	42,648.48	34,136.34	31,136.05	94,169.37	107,920.87	202,090.24	304,106.76	
LIBRARY	378,905.00	31,201.75	21,440.74	21,454.35	75,312.12	74,096.84	149,408.96	229,496.04	
GOLF COURSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
PROMOTION-DEVELOPMENT	100,000.00	0.00	0.00	0.00	0.00	0.00	0.00	100,000.00	
OTHER SOURCES/USES	905,967.00	303.00	245,607.88	634,635.25	32,447.14	880,546.13	912,993.27	-7,026.27	
							0.00	0.00	
<b>TOTAL EXPENDITURES</b>	<b>14,466,421.00</b>	<b>1,463,430.63</b>	<b>1,351,714.30</b>	<b>1,467,955.00</b>	<b>3,009,031.28</b>	<b>4,283,099.93</b>	<b>7,292,131.21</b>	<b>7,174,289.79</b>	<b>50.41%</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>39,112.00</b>	<b>712,786.28</b>	<b>545,889.33</b>	<b>(1,006,361.70)</b>	<b>2,440,635.81</b>	<b>252,313.91</b>	<b>2,692,949.72</b>	<b>(2,653,837.72)</b>	

**CITY OF UNIVERSAL CITY  
DEBT SERVICE  
SECOND QUARTER/FY 2020**

	<b>CURRENT BUDGET</b>	<b>JANUARY 2020</b>	<b>FEBRUARY 2020</b>	<b>MARCH 2020</b>	<b>FIRST QUARTER</b>	<b>SECOND QUARTER</b>	<b>TOTAL</b>	<b>BUDGET BALANCE</b>	
<b>REVENUE SUMMARY</b>									
TAX REVENUE	2,868,090.00	849,593.14	625,710.04	206,798.80	297,438.12	1,682,101.98	1,979,540.10	888,549.90	
INTEREST/OTHER REVENUE	800,000.00	573.91	3,185.77	2,884.71	2,364.43	6,644.39	9,008.82	790,991.18	
<b>TOTAL REVENUES</b>	<b>3,668,090.00</b>	<b>850,167.05</b>	<b>628,895.81</b>	<b>209,683.51</b>	<b>299,802.55</b>	<b>1,688,746.37</b>	<b>1,988,548.92</b>	<b>1,679,541.08</b>	<b>54.21%</b>
<b>EXPENDITURE SUMMARY</b>									
DEBT SERVICE	2,188,473.00	0.00	321,079.68	481,000.96	0.00	802,080.64	802,080.64	1,386,392.36	
OTHER SOURCES/USES	900,000.00	0.00	60,000.00	-481,000.96	0.00	-421,000.96	-421,000.96	1,321,000.96	
<b>TOTAL EXPENDITURES</b>	<b>3,088,473.00</b>	<b>0.00</b>	<b>381,079.68</b>	<b>0.00</b>	<b>0.00</b>	<b>381,079.68</b>	<b>381,079.68</b>	<b>2,707,393.32</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>579,617.00</b>	<b>850,167.05</b>	<b>247,816.13</b>	<b>209,683.51</b>	<b>299,802.55</b>	<b>1,307,666.69</b>	<b>1,607,469.24</b>	<b>(1,027,852.24)</b>	<b>277.33%</b>

**CITY OF UNIVERSAL CITY  
CAPITAL PROJECTS  
SECOND QUARTER/FY 2020**

	<b>CURRENT BUDGET</b>	<b>JANUARY 2020</b>	<b>FEBRUARY 2020</b>	<b>MARCH 2020</b>	<b>FIRST QUARTER</b>	<b>SECOND QUARTER</b>	<b>TOTAL</b>	<b>BUDGET BALANCE</b>	
<b>REVENUE SUMMARY</b>									
INTEREST/OTHER REVENUE	7,710,322.00	1,149.81	5,082.92	4415.51	2,411.75	10,648.24	13,059.99	7,697,262.01	
GRANTS	0.00	-			-	-		0.00	
<b>TOTAL REVENUES</b>	<b>7,710,322.00</b>	<b>1,149.81</b>	<b>5,082.92</b>	<b>4415.51</b>	<b>2,411.75</b>	<b>10,648.24</b>	<b>13,059.99</b>	<b>7,697,262.01</b>	<b>0.17%</b>
<b>EXPENDITURE SUMMARY</b>									
OPERATING EXPENDITURES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CAPITAL PROJECTS	8,306,289.00	41,953.00	11,050.51	407,785.29	215,646.91	460,788.80	676,435.71	7,629,853.29	
OTHER SOURCES/USES	(595,967.00)	(303.00)	0.00	(383,414.29)	(7,913.94)	(383,717.29)	(391,631.23)	(204,335.77)	
<b>TOTAL EXPENDITURES</b>	<b>7,710,322.00</b>	<b>41,650.00</b>	<b>11,050.51</b>	<b>24,371.00</b>	<b>207,732.97</b>	<b>77,071.51</b>	<b>284,804.48</b>	<b>7,425,517.52</b>	<b>3.69%</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>0.00</b>	<b>(40,500.19)</b>	<b>(5,967.59)</b>	<b>(19,955.49)</b>	<b>(205,321.22)</b>	<b>(66,423.27)</b>	<b>(271,744.49)</b>	<b>271,744.49</b>	

**CITYOF UNIVERSAL CITY  
UTILITY FUND  
SECOND QUARTER/FY 2020**

	<b>CURRENT BUDGET</b>	<b>JANUARY 2020</b>	<b>FEBRUARY 2020</b>	<b>MARCH 2020</b>	<b>FIRST QUARTER</b>	<b>SECOND QUARTER</b>	<b>TOTAL</b>	<b>BUDGET BALANCE</b>	
<b>REVENUE SUMMARY</b>									
WATER REVENUE	4,214,006.00	357,287.74	359,545.28	328,281.19	1,162,476.10	1,045,114.21	2,207,590.31	2,006,415.69	
SEWER REVENUE	3,805,353.00	289,992.63	300,779.91	286,007.79	890,868.62	876,780.33	1,767,648.95	2,037,704.05	
UTILITY FEES & RENTS	550,655.00	56,223.98	54,878.42	57,252.76	163,786.63	168,355.16	332,141.79	218,513.21	
INTEREST/OTHER REVENUE	3,247,817.00	2,257.69	14,821.10	9,740.17	6,741.63	26,818.96	33,560.59	3,214,256.41	
GRANTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>TOTAL REVENUES</b>	<b>11,817,831.00</b>	<b>705,762.04</b>	<b>730,024.71</b>	<b>681,281.91</b>	<b>2,223,872.98</b>	<b>2,117,068.66</b>	<b>4,340,941.64</b>	<b>7,476,889.36</b>	<b>36.73%</b>
<b>EXPENDITURE SUMMARY</b>									
PUBLIC WORKS	1,227,618.00	86,590.48	62,178.24	71,020.54	224,265.63	219,789.26	444,054.89	783,563.11	
ADMINISTRATION	278,245.00	15,554.01	26,427.30	9,060.81	44,666.71	51,042.12	95,708.83	182,536.17	
WATER DEVELOPMENT	2,639,139.00	511,834.04	132,270.01	68,744.54	358,013.88	712,848.59	1,070,862.47	1,568,276.53	
SEWER DEVELOPMENT	2,414,671.00	201,254.51	101,504.21	159,606.76	342,414.97	462,365.48	804,780.45	1,609,890.55	
DEBT SERVICE	1,506,830.00	0.00	180,100.01	0.00	161,382.00	180,100.01	341,482.01	1,165,347.99	
CAPITAL PROJECTS	3,341,000.00	28,340.00	449,013.20	523,431.65	126,462.36	1,000,784.85	1,127,247.21	2,213,752.79	
<b>TOTAL EXPENDITURES</b>	<b>11,407,503.00</b>	<b>843,573.04</b>	<b>951,492.97</b>	<b>831,864.30</b>	<b>1,257,205.55</b>	<b>2,626,930.31</b>	<b>3,884,135.86</b>	<b>7,523,367.14</b>	<b>34.05%</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>410,328.00</b>	<b>(137,811.00)</b>	<b>(221,468.26)</b>	<b>-150,582.39</b>	<b>966,667.43</b>	<b>(509,861.65)</b>	<b>456,805.78</b>	<b>(46,477.78)</b>	

**CITY OF UNIVERSAL CITY  
STORMWATER  
SECOND QUARTER/FY 2020**

	<b>CURRENT BUDGET</b>	<b>JANUARY 2020</b>	<b>FEBRUARY 2020</b>	<b>MARCH 2020</b>	<b>FIRST QUARTER</b>	<b>SECOND QUARTER</b>	<b>TOTAL</b>	<b>BUDGET BALANCE</b>	
<b>REVENUE SUMMARY</b>									
WATER REVENUE	636,966.00	53,371.33	53,192.20	53,159.91	167,932.06	159,723.44	327,655.50	309,310.50	
INTEREST/OTHER REVENUE	82,063.00	229.68	307,185.48	79636.12	196,491.28	387,051.28	583,542.56	(501,479.56)	
DONATIONS/CONTRIBUTIONS	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	
<b>TOTAL REVENUES</b>	<b>720,029.00</b>	<b>53,601.01</b>	<b>360,377.68</b>	<b>132,796.03</b>	<b>364,423.34</b>	<b>546,774.72</b>	<b>911,198.06</b>	<b>(191,169.06)</b>	<b>126.55%</b>
<b>EXPENDITURE SUMMARY</b>									
STORMWATER/ENGINEERING	480,048.00	29,820.24	157,598.44	40,885.26	406,580.96	228,303.94	634,884.90	(154,836.90)	
CAPITAL PROJECTS	230,000.00	79036.30	0.00	0.00	0.00	79,036.30	79,036.30	150,963.70	
OTHER SOURCES/USES	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>TOTAL EXPENDITURES</b>	<b>710,048.00</b>	<b>108,856.54</b>	<b>157,598.44</b>	<b>40,885.26</b>	<b>406,580.96</b>	<b>307,340.24</b>	<b>713,921.20</b>	<b>(3,873.20)</b>	<b>100.55%</b>
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>9981.00</b>	<b>(55,255.53)</b>	<b>202,779.24</b>	<b>91,910.77</b>	<b>(42,157.62)</b>	<b>239,434.48</b>	<b>197,276.86</b>	<b>-187,295.86</b>	

**CITY OF UNIVERSAL CITY  
HIGHLIGHTS QTR ENDED MARCH 31,2020**

**GENERAL FUND**

<b>Expenses:</b>		
FINANCE	Tax assessing and collecting	\$ 9,241.00
	Audit Services	\$30,400.00
GEN SERVICE	2 trucks	\$47,715.50
	Seal Master(road work)	\$22,864.15
	Barricades	\$5,517.00
FIRE	Truck for Fire Marshal	\$32,349.25
	Radio	\$4,937.35
	Vehicle Maintenance	\$5,327.05
Debt Service	Bond payments	\$320,279.68

**CAPITAL PROJECTS**

<b>Expenses:</b>		
	Road Repairs	\$13,049.06
	Bond Road Repairs	\$47,147.50
	Northview Restroom	\$158,454.29
	East Aviation	\$16,874.95

**UTILTY FUND**

<b>Expenses:</b>		
	2 trucks	\$70,163.50
	Computer for meters	\$4,385.40
	Water Sample Station	\$2,053.14
	Dead End Flusher	\$14,196.00
	Payment of Bonds	\$341,482.01
	Sewerline	\$ 443,140.00
	12" Line	\$ 557,644.00