AGENDA

CITY OF UNIVERSAL CITY, TEXAS

2150 Universal City Blvd, Universal City, TX 78148

Regular Meeting, Tuesday, May 19, 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: 858 6386 1363 Password: UCTX) or by joining the Zoom meeting at:

https://us02web.zoom.us/j/85863861363?pwd=cFg0VkFlVDdSN0RCWmN3MW5GZ3llQT09

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.

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:**
6. **CONSENT AGENDA**:

TAB A: All matters listed under this item are considered to be routine by City Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and considered separately.

a) Consider City Council Minutes for the Tuesday, May 5, 2020 Regular Meeting.
b) 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. (2nd Reading).
c) 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. (2nd Reading).

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:**

NO TAB: Administering the Oath of Office to Elected Candidates.

NO TAB: Election of Mayor Pro Tem to Serve a Period of One Year.

TAB B: Consider Resolution 901-2020: A Resolution entering into an Interlocal Agreement for designation of Health Authority between the City of San Antonio and the City of Universal City, Texas.

TAB C: Consider Resolution 902-2020: A Resolution of the City Council of Universal City, Texas to appoint Dr. Chichi Junda Woo as the official Health Authority for the City of Universal City and setting an effective date.

TAB D: Consider Resolution 903-2020: A Resolution of the City Council of the City of Universal City, Texas approving a program pursuant to Local Government Code Chapter 380 to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money up to $250,000.00 to be used for businesses located within the City of Universal City, in response to the statewide disaster declaration and to be administered by the Universal City Economic Development Corporation; and providing for an immediate effective date.

TAB E: Consider approving a budget amendment to move $250,000 from the General Fund into the 380 Program Fund.

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.

MINUTES
CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS
Regular Meeting, Tuesday, May 5, 2020

In accordance with order of the Office of the Governor issued March 16, 2020, the City Council of the City of Universal Council conducted a telephonic and videoconference meeting on Tuesday, May 5, 2020 at 6:30 P.M. 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 public was invited to 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 was 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 were able to be submitted up two hours before the meeting to Kristin Mueller, City Clerk at kmueller@uctx.gov.

A recording of the telephonic and video meeting was made and is 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: 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
Matthew Longoria, City Attorney
Pat Collins, Finance Director
Kristin Mueller, City Clerk

Mayor Williams noted a quorum was present.

3. INVOCATION: Mayor Pro Tem Neville 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:

- Mayor Williams proclaimed May 2020 Building Safety Month in Universal City.

7. MINUTES OF PREVIOUS CITY COUNCIL MEETINGS:

Mayor Pro Tem Neville moved to approve the minutes of the Tuesday, April 7, 2020 City Council Regular Meeting. Councilmember Goolsby seconded the motion.

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

Motion to approve carried.

8. CITIZENS TO BE HEARD: None.

9. NEW BUSINESS:

A. 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.

City Manager Kim Turner stated that the effects of the COVID-19 pandemic exposed the need for the City to adopt an Emergency Event Remote Work Policy so that the City is has procedures to allow its staff to work at home in the case of another emergency event.

Mayor Pro Tem Neville moved to approve Resolution 895-B-2020 provided that the grammatical corrections sent to the City Clerk were made to the Emergency Event Remote Work Policy. Councilmember Goolsby seconded the motion.

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

Motion to approve carried.

B. 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).

Mrs. Turner explained that this Ordinance would prohibit parking on W. Byrd alongside the new 7-Eleven. Because the street is narrow and traffic is likely to increase, it would serve traffic patterns better if there was no parking allowed in that specific section of the street.

Councilmember Najarian moved to approve Ordinance 249-H-2020. Councilmember Shelby seconded the motion.

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

Motion to approve carried.

C. 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).

Economic Development Director Kristin Mueller explained that in response to COVID-19 (Coronavirus), the UCEDC approved Resolution 2020-2 authorizing a Small Business Stimulus

6. Stated that City Council will be considering at a future meeting how to fund an emergency services bridge to the Orchard Park Subdivision;
7. Informed that the City is prepared to make payment plans to assist residents with past-due water accounts. After running a report, the Water Department determined that there was approximately $15,000 in past-due residential water accounts;
8. Shared that the State Comptroller had released that HOT, Alcohol, and Sales Tax have all decreased due to COVID-19. They will be issuing reports in 7-15 days for each city to reference;
9. Mentioned that National Police Week was next week and Mother's Day was Sunday. She encouraged everyone to order their Mother's Day meal from Olympia Hills.

11. COUNCILMEMBER COMMENTS:

Mayor Pro Tem Neville inquired about when the local parks would reopen and also said that Citizens Police Academy Alumni will be handing out blue ribbons in honor of Police Appreciation week on Friday.

Councilmember Najarian stated that he believes that the City is well prepared to recover financially from the effects of COVID-19.

Councilmember Maxwell thanked City staff for all their hardwork.

Councilmember Volle congratulated the UCEDC for their program to help small businesses.

Councilmember Goolsby said good job to the UCEDC for developing the Small Business Stimulus Program.

Councilmember Shelby echoed Councilmember Goolsby's comment about the SBSP.

12. MAYORAL COMMENTS:

Mayor Williams:

1. Informed that it was National Drinking Water Week and reminded everyone that Universal City has the best tasting water in Texas;
2. Reminded City Council that the 3 councilmembers that were reelected will be sworn in at the next City Council meeting;
3. Thanked Mrs. Turner for all her work with AACOG and JBSA-Randolph to get the vacant houses on E. Lindberg demolished;
4. Stated that the COVID19 case count in Universal City is still very low and commended everyone for being diligent;
5. Thanked Ms. Turner for keeping the City operating during the pandemic;
6. Announced that Olympia Hills is allowing golf-cart play again; and
7. Wished everyone a Happy Mother's Day.

13. ADJOURNMENT: Mayor Williams adjourned the meeting at 7:25 p.m.

ATTEST:

_____
John Williams, Mayor

_____
Kristin Mueller, City Clerk

CITY OF UNIVERSAL CITY

DATE: 5/15/2020

FILE:

TO: City Council
FROM: Kim Turner, City Manager
COPY: Kristin Mueller, City Clerk
SUBJECT: Amendment to No Parking Ordinance No. 249-H-2020 (2nd Reading)

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:

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

Modify To:

Streets	Sides (or portions of divided roadways)	From	To
West Byrd Blvd.	South Side of Street	Pat Booker Rd. (S.H. 218)	140-feet 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:

Streets	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 19th day of May 2020.

JOHN WILLIAMS
MAYOR

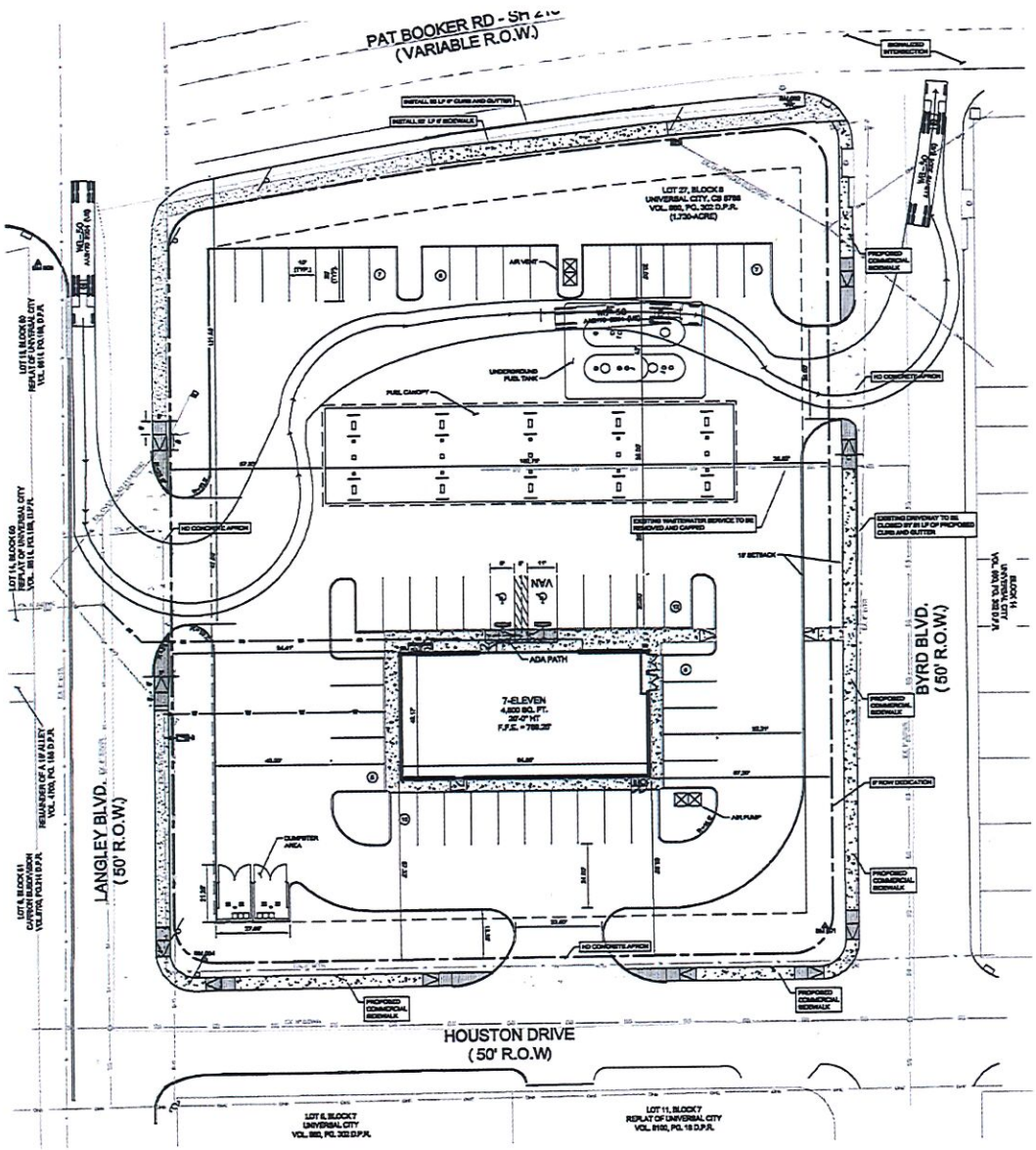
ATTEST:

KRISTIN MUELLER
CITY CLERK

APPROVED FOR LEGAL SUFFICIENCY:

MATTHEW LONGORIA
CITY ATTORNEY

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



GRAPHIC SCALE IN FEET
0 10 20 40

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 STORM SEWER LINE
- EXISTING POWER POLE
- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING WASTEWATER MANHOLE
- ADA ROUTE

NOTES

1. PAVEMENT DIMENSIONS AND RADII ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED. SIDEWALK DIMENSIONS ARE FROM BACK OF CURB.
2. WARNING SIGNS ARE REQUIRED TO BE PLACED UNDER THE OVERHEAD ELECTRIC LINES TO MAKE ALL PERSONNEL AWARE OF THE ELECTRIC HAZARD.
3. REFER TO MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
4. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
5. EVERY HANDICAP ACCESSIBLE PARKING SPACE SHALL BE IDENTIFIED BY A SIGN CENTERED 5 FEET ABOVE THE PARKING SURFACE, AT THE HEAD OF THE PARKING SPACE. THE SIGN MUST INCLUDE THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND STATE "RESERVED, OR EQUIVALENT LANGUAGE. SUCH SIGNS SHALL NOT BE OBSCURED BY A VEHICLE PARKED IN THE SPACE AND SHALL MEET THE CRITERIA SET FORTH IN UBC, TYPE66 AND ANSI A117.1-1986-4.8.3.
6. CONTRACTOR TO FIELD VERIFY LOCATION AND ELEVATION OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
7. CAUTION: DO NOT PLACE THE STAGING AREA IN CLOSE PROXIMITY TO OVERHEAD ELECTRIC LINES.
8. ALL RADII TO BE 3' UNLESS OTHERWISE NOTED.
9. SLOPES ON ACCESSIBLE ROUTES MAY NOT EXCEED 1:20 UNLESS DESIGNED AS A RAMP.
10. THE MAXIMUM SLOPE OF A RAMP IN NEW CONSTRUCTION IS 1:12. THE MAXIMUM RISE FOR ANY RAMP RUN IS 30 IN.
11. ACCESSIBLE ROUTES MUST HAVE A CROSS-SLOPE NO GREATER THAN 1:50.
12. ALL STANDARD PARKING STALLS ARE 18' WIDE BY 19-0" DEEP TO FACE OF CURB.
13. ALL PARKING DIMENSIONS ARE MEASURED FROM CENTERLINE OF PAVEMENT MARKING TO CENTERLINE OF PAVEMENT MARKING OR CENTERLINE OF PAVEMENT MARKING TO FACE OF CURB.
14. ALL EXISTING DRIVEWAY CUTS THAT ARE BEING ABANDONED MUST BE CLOSED BY CURB AND SIDEWALK

SITE DATA TABLE

ZONING	
CURRENT USE	C
PROPOSED USE	C
LOT DATA	
LOT AREA (SF)	75,370
BLDG AREA (SF)	4,500
BLDG COVERAGE (%)	5.97
IMPERVIOUS COVER(SF)	75,370

PARKING TABLE

STANDARD STALLS			
REQUIRED	38	PROVIDED	54
ADA STALLS			
REQUIRED	1	PROVIDED	2 (1 VAN)

BENCHMARKS

TBM:
501. IRON ROD WITH ORANGE CAP STAMPED "VICKERY CONTROL" ELEVATION = 798.11'
502. IRON ROD WITH ORANGE CAP STAMPED "VICKERY CONTROL" ELEVATION = 794.98'
503. IRON ROD WITH ORANGE CAP STAMPED "VICKERY CONTROL" ELEVATION = 795.92'
504. IRON ROD WITH ORANGE CAP STAMPED "VICKERY CONTROL" ELEVATION = 798.59'

811
Know what's below.
Call before you dig.

WARNING: CONTRACTOR IS TO VERIFY PRESENCE AND EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

NO.	REVISIONS	DATE	BY

Kimley»Horn
9400 FALLBROOK DRIVE, SUITE 150
HOUSTON, TX 77240
TEL: 832-351-1111 FAX: 832-351-1171
WWW.KIMLEYHORN.COM
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
TBPE Firm No. 928

ANDREW S. EVANS
90937
04-17-19

KHA PROJECT NUMBER	
DATE	FEBRUARY
SCALE	AS SHOWN
DESIGNED BY	AMI
DRAWN BY	ZEH
CHECKED BY	ASE

OVERALL SITE PLAN

7-ELEVEN UNIVERSAL CITY

CITY OF UNIVERSAL CITY
BEXAR COUNTY, TEXAS

SHEET NUMBER
6 OF 15

arking Zone
E Byrd Blvd
218

TO: City Council

FROM: Kim Turner, City Manager

DATE: 15 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. (2nd 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 BUSINESESES 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 5th day of May 2020.

DULY RESOLVED, PASSED AND ADOPTED by the City Council of Universal City, **on second reading**, this 17th 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=REorUmRnY0lPY1NPUUxacEtLeGN4dz09

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.

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	$1,340,000		
CK Beginning Balance 4/1/2020			**$ 1,260,000**
Revenues for Remainder 2020			
Sales Tax next 6 months			240,000
Interest Income next 6 months			12,000
Northlake Signage next 6 months			2,000
Total Revenues for next 6 months			**$ 254,000**
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
			228,200
Economic Development Projects			
Landscape Maint. - PBR			25,000
NL Signage Landscape			4,600
NL Engineering Fees			0
JJ Feasibility Study			150,000
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	
			957,600
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
- ☐ Reduced Hours of Operation
- ☐ Restricted Access to Capital to Address Costs
- ☐ Interrupted Supply/Deliveries from Vendors
- ☐ Increased Operating Costs
- ☐ Permanent Business Closure
- ☐ Employee Layoffs/Furloughs
- ☐ Revenue Decline
- ☐ Inability to Serve Customers
- ☐ 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.* Choose File No file chosen

Attach copy of Lease Agreement.* Choose File 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). * Choose File No file chosen

If applicable, attach the Texas Comptroller of Public Accounts sales tax statement for either February 2020 or most recent filing. Choose File No file chosen

Attach a copy of IRS Form 941 for 4th Quarter 2019 or 1st Quarter 2020:* Choose File 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 27th day of April 2020.

_____

Richard Crow, President
Universal City Economic Development Corporation

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between _____, a Texas _____ (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 _____, a Texas [limited partnership] [corporation] [limited liability company], its successors and assigns, whose address for the purposes of this Agreement is _____.

(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 _____ _____ 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 Indemnitee 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 Indemnitee 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 Indemnitee, such Indemnitee 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 Indemnitee 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 Indemnitee 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 120th 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**

To: City Council

From: Kim M. Turner, City Manager

RE: Resolution 901-2020

In 1977, the City Council established a Health Department under Ordinance 155-A. The Ordinance established the position and authority of a Health Officer. At one time, Dr. Guerra with the San Antonio Metropolitan Health District was appointed as the Health Authority for Universal City. He has since retired. Therefore, the City Council will need first enter into a Local Agreement with the City of San Antonio to use the Medical Director of San Antonio Metropolitan Health District to act as the Health Authority in times of emergencies. Once the ILA is approved, Council will take a second action to specifically approve Dr. Woo. for a two-year term.

RESOLUTION 901

A RESOLUTION ENTERING INTO AN INTERLOCAL AGREEMENT FOR DESIGNATION OF HEALTH AUTHORITY BETWEEN THE CITY OF SAN ANTONIO AND THE CITY OF UNIVERSAL CITY, TEXAS.

WHEREAS, the City of Universal City, under the authority of the Texas Health and Safety Code §121.028 wishes to enter into an interlocal agreement for designation of Health Authority with regional governmental entities; and

WHEREAS, San Antonio is a member of the San Antonio Metropolitan Health District, a Public Health District under Health and Safety Code Chapter 121 Subchapter E; and

WHEREAS, Dr. Chichi Junda Woo is a licensed physician who meets all statutory requirements and has been designated as the Health Authority to administer State and local laws relating to public health within the jurisdiction of the District, which does not include the jurisdiction of Universal City; and

WHEREAS, In order to protect the health and safety of the public throughout Bexar County, to include areas within the jurisdiction of any of Universal City, the City Council of Universal City desires to appoint Metro Health Authority, Dr. Chichi Junda Woo, as the Health Authority of Universal City in accordance with the Government Code § 791.027.

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

The City Council of the City of Universal City does hereby enter into an Interlocal Agreement with City of San Antonio as outlined in Exhibit "A", Interlocal Agreement for designation of Health Authority.

PASSED, ADOPTED AND APPROVED by the City Council of the City of Universal City on this the 19th day of May 2020.

A P P R O V E D

_____
John Williams, MAYOR

Attest: _____
Kristin Mueller, City Clerk

Attest: _____
Matthew J. Longoria City Attorney

STATE OF TEXAS	§	**INTERLOCAL AGREEMENT**
	§	**FOR DESIGNATION OF**
COUNTY OF BEXAR	§	**HEALTH AUTHORITY**

This Interlocal Agreement (the "Agreement") is entered into under the authority of Government Code Chapter 791 and Health and Safety Code §121.028(c) by the City of San Antonio ("SAN ANTONIO"), a Texas Municipal Corporation, acting by and through its City Manager, and the municipalities that are listed and have signed below, all entirely or partially situated within Bexar County, Texas, through their duly authorized City Managers, Boards of Directors, or other lawfully designated representatives (each municipality shall hereinafter be referred to singularly as a "CITY" and collectively as the "CITIES").

RECITALS

Bexar County and SAN ANTONIO are members of the San Antonio Metropolitan Health District (the "District"), a Public Health District under Health and Safety Code Chapter 121, Subchapter E.

The Medical Director of the District, Chichi Junda Woo, M.D. ("Dr. Woo"), has been designated by Bexar County and SAN ANTONIO as the Health Authority to administer state and local laws relating to public health within the jurisdiction of the District pursuant to the attached Bexar County Resolution and City Ordinance incorporated herein for all purposes as Exhibits I and II, which includes SAN ANTONIO and the unincorporated areas of Bexar County, but does not include the jurisdiction of any of the CITIES.

In order to protect the health and safety of the public throughout Bexar County, to include areas within the jurisdiction of any of the CITIES, each CITY desires to appoint Dr. Woo as its Health Authority, in accordance with Government Code Chapter 791.

Accordingly, the parties to this Agreement (collectively, the "Parties") agree as follows:

ARTICLE I
PURPOSE

1.01 The purpose of this Agreement is to appoint Dr. Woo as the Health Authority for each CITY and to describe the terms and conditions under which she will provide assistance to the CITIES.

ARTICLE II
TERM

2.01 This Agreement will begin on the date Dr. Woo qualifies as the CITIES' Health Authority by taking the oath of office and will automatically renew thereafter for as long as Dr. Woo continues to serve as the Medical Director of the District.

2.02 Any CITY may terminate this Agreement by giving ninety days written notice to SAN ANTONIO. A termination by a CITY is only effective as to that CITY. A copy of this Agreement will be kept on file in the office of the District.

ARTICLE III
DESIGNATION OF HEALTH AUTHORITY

3.01 The CITIES will appoint Dr. Woo to serve as their Health Authority pursuant to Health and Safety Code Chapter 121. The position of Health Authority is a public office to which the holdover provision of the Texas Constitution, Article XVI, Section 17, applies. The terms and conditions under which Dr. Woo's authority is invoked are more fully described in Article IV below. A copy of the Certificate of Appointment for each CITY is attached to this Agreement as Exhibit "A".

3.02 The CITIES will re-appoint Dr. Woo as their Health Authority upon expiration of her two-year term and Dr. Woo will qualify to continue serving as the Health Authority for the CITIES by taking the oath of office and by filing all appropriate documentation with the state.

ARTICLE IV
EMERGENCY AND NON-EMERGENCY SERVICES

4.01 In the event of an occurrence anywhere within Bexar County of: a) a chemical, nuclear, or biological agent, or b) a naturally-occurring catastrophe, including but not limited to an infectious disease, (an "Emergency Event") that, in the sole discretion of Dr. Woo or her designee, constitutes a civil emergency and places the health and safety of the residents of Bexar County at risk, then Dr. Woo shall be the Health Authority permitted to provide emergency assistance anywhere within Bexar County. Upon the occurrence of an Emergency Event, Dr. Woo shall have all powers and duties granted to a Health Authority under Health and Safety Code §121.024, including the authority to impose control measures to prevent the spread of disease in accordance with Health and Safety Code Chapter 81.

4.02 A CITY may consult with Dr. Woo regarding the remediation or abatement of a condition that threatens the public health in that CITY but is not an Emergency Event. However, no services shall be performed in that CITY by Dr. Woo or the District without prior written authorization from that CITY sent to the address set forth in section 5.01 of this Agreement.

ARTICLE V
COMPENSATION

5.01 If Dr. Woo provides services to a CITY in accordance with Article IV Sections 4.01 or 4.02, that CITY shall reimburse SAN ANTONIO on behalf of the District for those services actually rendered in accordance with Government Code Chapter 791.011(e) to the address set forth below:

San Antonio Metropolitan Health District
Accounting Division Attn: Accounting Division
111 Soledad, STE 1000
San Antonio, Texas 78205

Compensation for the services shall be payable only out of current revenues available to that CITY.

ARTICLE VI
REPRESENTATIONS

6.01 Each CITY represents that it has, through resolution or other official action, designated Dr. Woo as Health Authority and authorized her, or her designee, to provide emergency assistance as described in this Agreement.

ARTICLE VII
SEVERABILITY

7.01 If any provision of this Agreement is found to be invalid, all other provisions will nevertheless remain in effect.

ARTICLE VIII
GOVERNING LAW

8.01 This Agreement will be governed by the laws of the State of Texas, and all obligations of the Parties under this Agreement are performable in Bexar County, Texas. In any legal action arising from this Agreement, the laws of Texas will apply.

ARTICLE IX
MULTIPLE COUNTERPARTS

9.01 For the convenience of the Parties, this Agreement has been executed in counterpart copies, which are in all respects identical and each of which will be deemed to be complete in itself so that any one may be introduced in evidence or used for any other purpose without the production of the other counterparts.

EXECUTED THIS 21st DAY OF MAY, 2020.

HEALTH AUTHORITY:

_____
CHICHI JUNDA WOO, M.D.
Medical Director
San Antonio Metropolitan Health District

Date: _____

CITY OF SAN ANTONIO:

_____
ERIK WALSH
City Manager

Date: _____

APPROVED AS TO LEGAL FORM:

_____
ANDREW SEGOVIA
City Attorney for the City of San Antonio

Date: _____

CITY OF UNIVERSAL CITY:

By: _____

Its: _____

Date: _____

To: City Council

From: Kim M. Turner, City Manager KMT

RE: Resolution 902-2020

In 1977, the City Council established a Health Department under Ordinance 155-A. The Ordinance established the position and authority of a Health Officer. At one time, Dr. Guerra with the San Antonio Metropolitan Health District was appointed as the Health Authority for Universal City. He has since retired. Therefore, the City Council will need to appoint Dr. Woo for a two-year term.

RESOLUTION 902-2020

A RESOLUTION OF THE CITY COUNCIL OF UNIVERSAL CITY, TEXAS TO APPOINT DR. CHICHI JUNDA WOO AS THE OFFICIAL HEALTH AUTHORITY FOR THE CITY OF UNIVERSAL CITY AND SETTING AN EFFECTIVE DATE.

WHEREAS, during the 68th Legislature, Governor Mark White signed the "Local Public Reorganization Act" into law; and,

WHEREAS, during the 71st Legislature, the legislature recodified the Act as Chapter 121 of the Texas Health and Safety Code, which, among other things, defines the powers of counties and municipalities as it relates to local regulation of public health, including the establishment of a public health district; and,

WHEREAS, In 1977, The City Council of Universal City approved and adopted Ordinance 155-A to establish a Health Department including the role and responsibilities of a Health Authority (Officer).

WHEREAS, Universal City is a member of the San Antonio Metropolitan Health District, a public health district under Texas Health and Safety Code Chapter 121, Subchapter E; and,

WHEREAS, the members of the public health district shall approve the appointment of a physician as the health authority for the district; and,

WHEREAS, the Health and Safety Code defines a health authority as an individual who acts as a State Officer when performing their duties which include aiding the State with quarantine, sanitation enforcement, public health law enforcement, reportable diseases, and vital statistics collection; and,

WHEREAS, A Health Authority must be a competent physician with a reputable professional standing who is a resident of Texas, is legally qualified to practice medicine, and shall serve for a term of two years and may be appointed to successive terms; and,

WHEREAS, Universal City seeks a Health Authority who strives to do what is best in the interest of all Universal City residents, one who encourages preparedness, prevention, response, and recovery activities; and,

WHEREAS, Universal City requires the appointment of a Health Authority who will work collaboratively with the Mayor, City Manager, City staff, and the Bexar County Hospital District (OBA University Health System); and,

WHEREAS, Dr. Chichi Junda Woo is a licensed physician who meets all statutory requirements and was approved by the City Council of San Antonio as the Health Authority for the San Antonio Metropolitan Health District.

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

Approval of the appointment of Dr. Chichi Junda Woo as the Health Authority for the City of Universal City.

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 _____th day of _____ 2020.

APPROVED

_____
John Williams, MAYOR

Attest: _____
Kristin Mueller, City Clerk

Attest: _____
City Attorney

Certificate of Appointment
for a
Health Authority

The Health Authority has been appointed and approved by the:

(Check the appropriate designation below)

_____Commissioners Court for_____County

X___Governing Body for the Municipality of UNIVERSAL CITY

_____Director,_____Health Department

_____Director,_____Public Health District

I, JOHN WILLIAMS, acting in my capacity as:
(*Check the appropriate designation below*)

_____County Judge or Designee
X___Mayor or Designee
_____Non-physician and the Local Health Department Director
_____Non-physician and the Public Health District Director

do hereby certify the physician, CHICHI JUNDA WOO, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the (check as applicable),

X___ Health Authority
_____ Health Authority Designee

for the jurisdiction of UNIVERSAL CITY, Texas.

Date term of office begins 20 MAY, 20 20

Date term of office ends 19 MAY, 20 22, unless removed by law.

I certify to the above information on this the 19TH day of MAY, 2020 .

_____
Signature of Appointing Official

Revised by DSHS Division of Regional and Local Health Services, July 13, 2016

To: City Council

From: Kim M. Turner, City Manager

RE: RESOLUTION NO. 903-2020--A RESOLUTION OF THE CITY OF UNIVERSAL CITY COUNCIL APPROVING A PROGRAM PURSUANT TO LOCAL GOVERNMENT CODE CHAPTER 380 TO ESTABLISH AND PROVIDE FOR THE ADMINISTRATION OF ONE OR MORE PROGRAMS, INCLUDING PROGRAMS FOR MAKING LOANS AND GRANTS OF PUBLIC MONEY UP TO $250,000.00 TO BE USED FOR BUSINESSES LOCATED WITHIN THE CITY OF UNIVERSAL CITY IN RESPONSE TO THE STATEWIDE DISASTER DECLARATION AND TO BE ADMINISTERED BY THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

At the City Council meeting on 05 May 2020, Council approved the UCEDC expenditure of $250,000 for a Small Business Stimulus Program. To date, the Program has received 54 applications with a maximum funding need of $ 438,378. To provide further support to the City's small businesses and to protect the Universal City economy, the attached Resolution is a means of the City matching the UCEDC $250,000 contribution. At this juncture, the majority of the UCEDC funds are dedicated to incentives for other projects in the City and therefore, the UCEDC has no more funds to put into the Small Business Stimulus Program. If Council agrees to participate in the Small Business Stimulus Program, City funds would be transferred from the General Fund to a 380 Program Fund to be administered by the UCEDC.

RESOLUTION NO. 903-2020

A RESOLUTION OF THE CITY OF UNIVERSAL CITY COUNCIL APPROVING A PROGRAM PURSUANT TO LOCAL GOVERNMENT CODE CHAPTER 380 TO ESTABLISH AND PROVIDE FOR THE ADMINISTRATION OF ONE OR MORE PROGRAMS, INCLUDING PROGRAMS FOR MAKING LOANS AND GRANTS OF PUBLIC MONEY UP TO $250,000.00 TO BE USED FOR BUSINESSES LOCATED WITHIN THE CITY OF UNIVERSAL CITY IN RESPONSE TO THE STATEWIDE DISASTER DECLARATION AND TO BE ADMINISTERED BY THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION; 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 380.001 of the Texas Local Government Code provides that "The governing body of a municipality may establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality."; and

WHEREAS, the Board of Directors of the UCEDC and the City Council have previously determined that providing financial assistance in an amount not to exceed **Two Hundred Thousand and Fifty No/100 Dollars ($250,000.00)** of UCEDC funds 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 City Council does now find and determine that providing additional financial assistance in an amount not to exceed **Two Hundred Thousand and Fifty No/100 Dollars ($250,000.00)** of funding from the reserve general funds of the City of Universal City to be administered by UCEDC for loans and grants of public money to stimulate business and commercial activity in Universal City serves a public purpose and is in the best interest of the community.

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

Section 1. That the foregoing recitals are hereby found to be true and correct findings of the City Council and are fully incorporated into the body of this Resolution.

Section 2. That the City Council does hereby find and determine that the provision of financial assistance not to exceed **Two Hundred Thousand and Fifty No/100 Dollars ($250,000.00)** for businesses located within the City of Universal City, Texas, will stimulate business and commercial activity in Universal City serves a public purpose and is in the best interest of the community and is otherwise consistent with Chapter 380 of the Local Government Code.

Section 3. That the City Council hereby designates the UCEDC Board of Directors as the administrator of this 380 Program and delegates the necessary authority to review applications for assistance and negotiate the award of combined financial assistance that will comply with Local Government Code Chapters 380, 501 and 505 on the terms and conditions set forth in the Program Parameters set forth in the attached Exhibit A.

Section 4. That the City Council authorizes the Mayor to execute this Resolution and any Program Performance Agreements on behalf of the City, as needed, without further approval of the City Council.

Section 5. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 6. That this Resolution shall become effective from and after its passage.

DULY RESOLVED by the City Council of the City of Universal City on this the 19th day of May, 2020.

_____
MAYOR JOHN WILLIAMS

ATTEST:

_____
CITY CLERK KRISTIN MUELLER

EXHIBIT A

RULES AND ADMINISTRATIVE GUIDELINE FOR A PROGRAM OF THE CITY OF UNIVERSAL CITY PURSUANT TO LOCAL GOVERNMENT CODE CHAPTER 380 TO ESTABLISH AND PROVIDE FOR THE ADMINISTRATION OF ONE OR MORE PROGRAMS, INCLUDING PROGRAMS FOR MAKING LOANS AND GRANTS OF PUBLIC MONEY UP TO $250,000.00 TO BE USED FOR BUSINESSES LOCATED WITHIN THE CITY OF UNIVERSAL CITY IN RESPONSE TO THE STATEWIDE DISASTER DECLARATION AND TO BE ADMINISTERED BY THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION.

COVID-19 ECONOMIC DEVELOPMENT PROGRAM

1. The City Council of Universal City has established a program for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in Universal City.

2. The City Council of Universal City designates the Universal City Economic Development Corporation to administer the program, and will, if needed, provide personnel and services of the municipality in support of the program.

3. The UCEDC, on behalf of the City, may accept contributions, gifts, or other resources to develop and administer the program.

4. The grants administered under this program shall meet the following parameters:

   Eligibility & Qualifications

   The UCEDC has developed a Small Business 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.), 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.

   All applications must include the following supporting documentation:
   a) Signed W-9 form

b) Copy of the lease agreement or mortgage loan document
c) Copy of the Feb 2020 utility bill for each utility type paid
d) Texas Comptroller of Public Accounts sales tax statement for either February2020 or most recent filing (not applicable for businesses that do not pay sales tax)
e) Copy of IRS Form 941 for 4th Quarter 2019 or 1st Quarter 2020

National chains, Regional chains, storage facilities, strip mall or shopping center owners, home-based businesses, permanently closed businesses, and non-profit organizations are not eligible for the grant.

Each applicant may request up to a maximum of $10,000. If granted, payments will be made directly to the applicant to be utilized for eligible expenses. Additionally, businesses that receive the grant must provide documentation proving that 100% of granted funds were applied to grant eligible expenses.

Each applicant that receives a grant shall enter into a Performance Agreement with the UCEDC. Said Performance Agreement shall include, but is not limited to, the following items:

1. The amount of funds granted to the business owner and the eligible expenses for which the funds will be used.
2. Number of full-time (FTE) and part-time (PTE) employees the business employed on 01 March 2020.
3. Number of FTE and PTE the business employed on 15 April 2020.
4. Number of FTE and PTE the business anticipates have three (3) months after the COVID-19 restrictions are lifted by the Governor of Texas.
5. Applicant agrees not to hire any undocumented workers as required by State Law.
6. A claw-back provision should it be determined that the funds were not used for eligible expenses

Exhibit B

PERFORMANCE AGREEMENT

This **PERFORMANCE AGREEMENT** by and between _____, a Texas ____ _____ (hereinafter referred to as "Business Owner"), the ***UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION***, a Texas non-profit corporation (hereinafter referred to as the "EDC"), and **THE CITY OF UNIVERSAL CITY** (hereinafter referred to as the "City") 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 City of Universal City (hereinafter referred to as the "City") is a home-rule municipality organized pursuant to the laws of Texas; 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, Section 380.001 of the Texas Local Government Code provides that "[t]he governing body of a municipality may establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality."; 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; and

WHEREAS, the City Council for the City of Universal City has approved the financial assistance program consistent with the objectives of Section 380.001 of the Texas Local Government Code; and

WHEREAS, the City Council for the City of Universal City has authorized the UCEDC to administer the program on behalf of the City.

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 City, 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) **City.** The word "City" means the City of Universal City, Texas, its successors and assigns, whose address for the purpose of this Agreement is_____.

(d) **Business Owner.** The words "Business Owner" mean _____, a Texas [limited partnership] [corporation] [limited liability company], its successors and assigns, whose address for the purposes of this Agreement is _____.

(e) **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 _____.

(f) **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.

(g) **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."

(h) **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.

(i) **Property.** The word "Property" means the property generally located at _____ _____ City of Universal City, Bexar County, Texas.

(j) **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.

(k) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. ADMINSTRATION OF THE PROGRAM

(a) **Authorization to Administer Program.** The City has approved and authorized the EDC to administer the program on behalf of the City. Covenants entered into through this Agreement by the EDC are on behalf of the City pursuant to Chapter 380 of the Texas Local Government Code.

(b) **Origin of Funds.** The funds provided under this Agreement are being dispersed equally from the City's General Revenue Fund pursuant to Chapter 380 of the Texas Local Government Code and the EDC's fund pursuant to Chapters 505 of the Texas Local Government Code.

(c) **Repayment of Funds.** In the event that any funds provided to Business Owner pursuant to this Agreement must be repaid, the funds shall be repaid equally to the City's General Revenue Fund and the EDC Fund in accordance with the initial distribution to the Business Owner.

SECTION 5. AFFIRMATIVE COVENANTS OF BUSINESS OWNER.

Business Owner covenants and agrees with the City and 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 Owner's 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 _____ (_____ _____) new 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 (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 _____ (____) 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. Within sixty (60) days of the Effective Date of this Agreement, Business Owner shall provide documentation demonstrating funds granted were spent on eligible expenses (rent or mortgage, and utilities) as outlined in the Small Business Stimulus Program.

(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 6. 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 7. 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 8. 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, the City, or EDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement, or failure of Business Owner, the City, 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 9. 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 10. INDEMNIFICATION.

Business Owner shall indemnify, save, and hold harmless the City and 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 Indemnitee 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 City and 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 the City or 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 the City or 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 Indemnitee suffers or incurs as a result of any of the foregoing; provided, however, that Business Owner shall have no obligation under this Section to the City or EDC with respect to any of the foregoing arising out of the gross negligence or willful misconduct of the City or EDC or the breach by the City or EDC of this Agreement. If any claim, demand, action or cause of action is asserted against any Indemnitee, such Indemnitee 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 Indemnitee 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 Indemnitee 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 11. 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 all 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 all parties.

(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. The City 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 120th 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.

CITY:

UNIVERSAL CITY, TEXAS,
a Texas home-rule municipality

By: _____
_____, City Manager
Date Signed: _____

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: _____

To: City Council

From: Kim M. Turner, City Manager KMT

RE: Budget Amendment

In support of Resolution 903-2020 which provides for a Small Business Stimulus Program to be administered by the UCEDC, City Council will need to approve a Budget Amendment to move $250,000 from the General Fund into the 380 Program Fund.

Animal Care & Control Facility Monthly Performance Report

Mar-20	Current Month			Year to Date		
	Dogs	Cats	Total	Dogs	Cats	Total
Visitors to the Facility			158			605
Total Calls Outs			72			280
Wild Animal Complaints			16			41
Nuisance Complaints Barking, Animals at Large	62	10	72	217	27	244
Animals Licensed	0	0	0	151	43	194
Quarantined	4	0	4	8	1	9
Verbal Warnings Issued	4	1	5			9
Written Warnings Issued	13	3	16			71
Summons Issued	1	0	1			5

Animals Remaining at Shelter February 2020	***5***	***2***	***7***			
Impounded	33	12	45	96	43	139
Owner Surrendered Pets	0	0	0	6	1	7
Shelter transfer - IN	0	0	0	0	0	0
Returned to Owner	21	0	21	52	5	57
Escaped or Released from Facility	0	0	0	0	0	0
Adopted	3	1	4	21	13	34
Adopted - Owner Surrender	0	0	0	1	0	1
Shelter Transfer - OUT	0	0	0	2	0	2
Shelter Transfer - Owner Surrender	0	0	0	0	0	0
Animals Euth (Non- Rehabilitatable)	*6*	*6*	*12*	*19*	*28*	*47*
Animals Euthanized (Space)	*0*	*0*	*0*	*0*	*0*	*0*
Animals Euthanized (Medical)	*0*	*1*	*1*	*3*	*3*	*6*
Animals Euthanized -Owner Surrender-No Rehab	*0*	*0*	*0*	*1*	*1*	*2*
Animals Euthanized-Owner Surrender-Space	*0*	*0*	*0*	*0*	*0*	*0*
Animals Euthanized-Owner Surrender-Medical	*0*	*0*	*0*	*1*	*0*	*1*
Total Euthanasias	6	7	13	24	32	56
Died @ Facility (Natural Causes)	0	0	0	0	0	0
Animals Remaining at Shelter March 2020	***8***	***6***	***14***			

ACCF Maximum Holding Capacity	**22**	**Dog Runs**	**32**	**Cat Kennels**

PERCENTAGE OF OCCUPANCY	**36%**	**Dogs**	**19%**	**Cats**

Animal Care & Control Facility Monthly Performance Report

Apr-20	Current Month			Year to Date		
	Dogs	Cats	Total	Dogs	Cats	Total
Visitors to the Facility			25			630
Total Calls Outs			88			368
Wild Animal Complaints			15			56
Nuisance Complaints Barking, Animals at Large	53	15	68	270	42	312
Animals Licensed	10	0	10	161	43	204
Quarantined	1	1	2	9	2	11
Verbal Warnings Issued	9	0	9			18
Written Warnings Issued	16	2	18			89
Summons Issued	2	0	2			7

Animals Remaining at Shelter March 2020	***8***	***6***	***14***			
Impounded	16	28	44	112	71	183
Owner Surrendered Pets	1	0	1	7	1	8
Shelter transfer - IN	0	0	0	0	0	0
Returned to Owner	7	0	7	59	5	64
Escaped or Released from Facility	0	0	0	0	0	0
Adopted	9	4	13	30	17	47
Adopted - Owner Surrender	0	0	0	1	0	1
Shelter Transfer - OUT	0	0	0	2	0	2
Shelter Transfer - Owner Surrender	0	0	0	0	0	0
Animals Euth (Non- Rehabilitatable)	*1*	*7*	*8*	*20*	*35*	55
Animals Euthanized (Space)	*0*	*0*	*0*	*0*	*0*	*0*
Animals Euthanized (Medical)	*1*	*3*	*4*	*4*	*6*	*10*
Animals Euthanized -Owner Surrender-No Rehab	*0*	*0*	*0*	*1*	*1*	*2*
Animals Euthanized-Owner Surrender-Space	*0*	*0*	*0*	*0*	*0*	*0*
Animals Euthanized-Owner Surrender-Medical	*0*	*0*	*0*	*1*	*0*	*1*
Total Euthanasias	2	10	12	26	42	68
Died @ Facility (Natural Causes)	0	0	0	0	0	0
Animals Remaining at Shelter April 2020	***7***	***20***	***27***			

ACCF Maximum Holding Capacity	**22**	**Dog Runs**	**32**	**Cat Kennels**

PERCENTAGE OF OCCUPANCY	**32%**	**Dogs**	**63%**	**Cats**

MUNICIPAL COURT MONTHLY STATISTICS

	2020 Fines Collected				2019 Fines Collected				2018 Fines Collected			
	#Tkts	Total $	Retained $	Warrant $	#Tkts	Total $	Retained $	Warrant $	#Tkts	Total $	Retained $	Warrant $
January	974	246,379	177,306	125,647	774	193,656	140,072	95,669	1090	233,714	168,308	93,134
February	824	259,004	201,192	136,075	710	247,713	180,391	122,180	861	279,967	200,800	121,744
March	602	315,542	238,057	215,507	819	266,130	183,160	162,161	920	279,250	197,595	146,087
April	92	137,224	107,983	94,293	779	218,232	157,887	111,069	774	241,212	172,341	113,821
May					839	200,091	138,392	98,966	712	233,763	171,021	112,403
June					858	182,124	132,063	41,807	706	174,492	126,638	75,450
July					719	244,036	159,483	133,617	668	197,392	143,268	100,897
August					704	196,878	142,977	91,712	794	161,518	115,458	82,146
September					693	183,802	133,374	87,468	789	181,028	129,177	83,728
October					661	142,547	99,470	67,751	875	184,183	131,233	81,001
November					633	175,091	125,239	94,450	730	178,091	126,833	75,852
December					875	157,801	47,046	73,876	687	136,609	95,509	57,354
TOTALS	2,492	958,149	724,538	571,522	9,064	2,408,101	1,639,554	1,180,726	9,606	2,481,219	1,778,181	1,143,617
AVERAGE	623	239,537	181,135	142,881	755	200,675	136,630	98,394	801	206,768	148,182	95,301

UNIVERSAL CITY POLICE DEPARTMENT

MARCH 2020

ACTIVITY REPORT

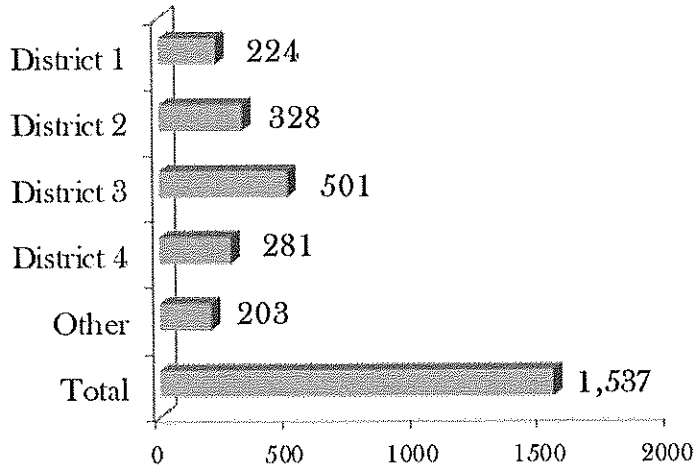
"To provide patrol services, respond to emergencies, investigate crimes, and develop crime prevention programs that will render a safe environment for our community".

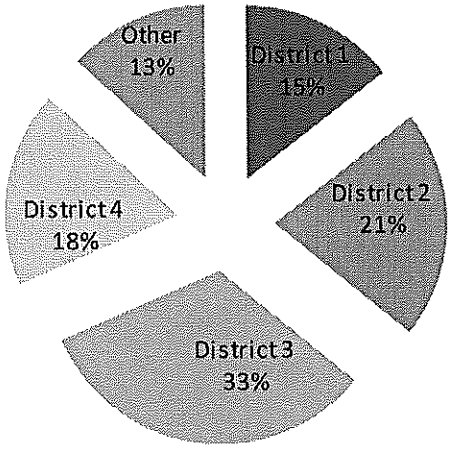
District Identification

District 1 – North of Kitty Hawk Road and West of Pat Booker Road
District 2 – North of Kitty Hawk Road and East of Pat Booker Road
District 3 – South of Kitty Hawk Road and West of Pat Booker Road
District 4 – South of Kitty Hawk Road and East of Pat Booker Road
Other – Police Department (Lobby) / Other Jurisdiction / Unknown

Call activity received by Communication Technicians include the following: Officer initiated, backup calls, 911 emergency and non-emergency telephone calls.

Dispatch Center - Call Activity





Written Reports

Original Reports:	265
Supplemental Reports:	347
Total Reports:	**612**

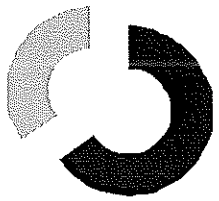
Cases

Assigned:	126
Cleared:	16
Open Cases:	**110**

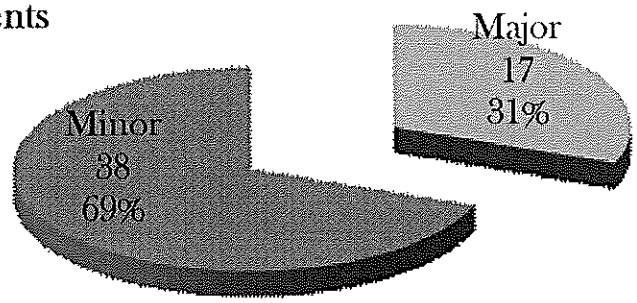
Call Types

Primary Calls:	817
Back-up:	566
Non-Call for Service:	5,515
Total Calls:	**6,898**

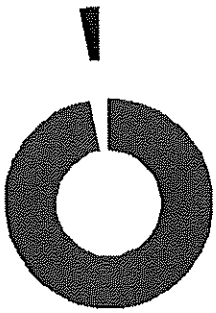
Summons



Accidents



Arrests



Agency Executive Dashboard: UNIVERSAL CITY POLICE DEPARTMENT

Crash Summary by Year

by Crash Category	2017	2018	2019	2020*
Total Crashes	484	468	526	123
Fatal (K)	--	1	--	--
Other Injury (A,B,C)	180	144	185	46
Non-Injury (N, U)	304	323	341	77
DUI	17	16	22	8
DWI	12	12	16	2
Speed Related	13	7	14	1
CMV Involved	14	14	26	7
Intersection Related	230	203	190	51
Motorcycle Involved	13	6	9	--
Cell Phone Related	3	1	6	2

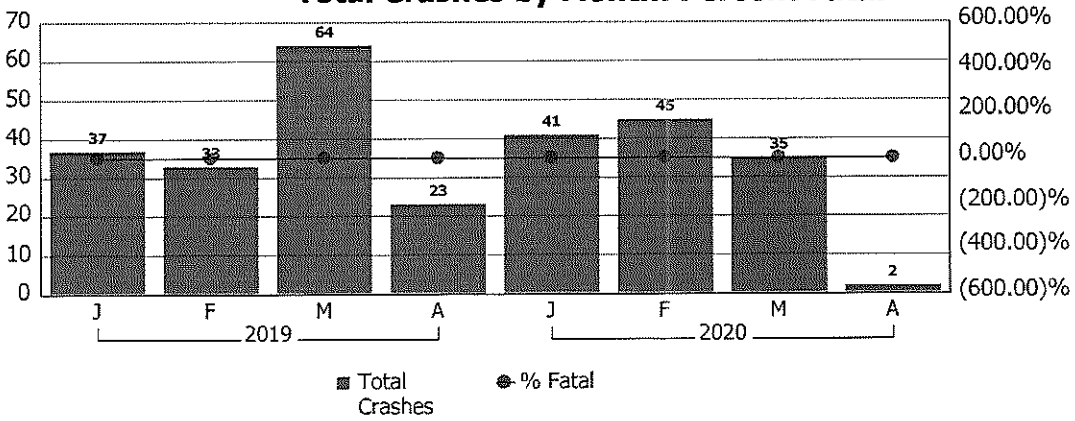
by Crash Severity	2017	2018	2019	2020*
FATAL	0	1	0	0
NON-INCAPACITATING	73	38	61	7
NOT INJURED	297	318	338	77
POSSIBLE INJURY	97	101	116	36
SUSPECTED SERIOUS INJURY	10	5	8	3

by Weather Condition	2017	2018	2019	2020*
CLEAR	397	388	466	103
CLOUDY	27	17	8	9
FOG	2	5	0	0
RAIN	57	57	52	11
SNOW	1	1	0	0

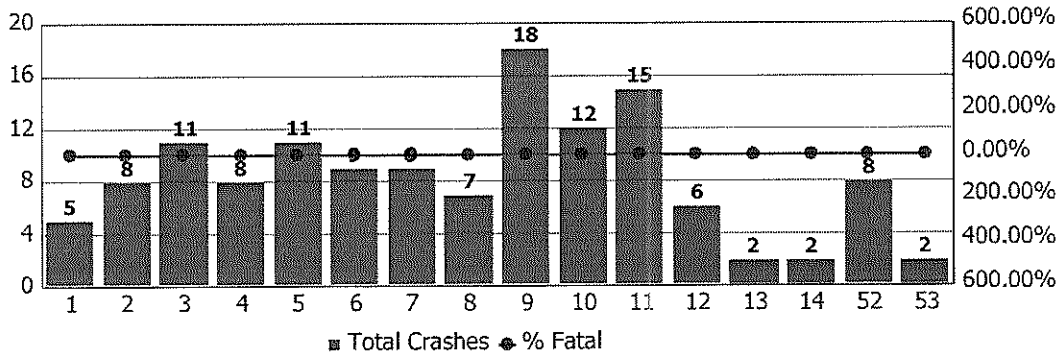
Crash Summary YTD

Top 5 Crash Contributing Factors YTD	Crashes	Crashes YTD LY	DUI Crashes	Fatal Crashes	Fatalities
DRIVER INATTENTION	50	69	3	--	--
FAILED TO CONTROL SPEED	25	44	3	--	--
FAILED TO YIELD RIGHT OF WAY - TURNING LEFT	15	8	--	--	--
NONE	9	10	--	--	--
FAILED TO YIELD RIGHT OF WAY - PRIVATE DRIVE	9	14	1	--	--

Total Crashes by Month: Percent Fatal



Total Crashes Last 16 Weeks: Percent Fatal



-- = No crash data
*Thresholds are based on YTD vs. YTD LY values

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UNIVERSAL CITY POLICE DEPARTMENT

MAR-2020

Case ID	Crash Date	Occurred On		Intersecting Road	Intersection Offset Amt	Direction	Private Drive / Parking Lot
FM0078			**4 crashes**				
2000004422	03/10/2020	FM0078		W 3RD ST	100 FEET	E	NO
2000004554	03/12/2020	FM0078		SH0218	0		NO
2000004729	03/16/2020	FM0078		SH0218	0		NO
2000004562	03/12/2020	FM0078		IH1604	500 FEET	N	NO
SL1604			**9 crashes**				
2000004164	03/06/2020	SL1604		FM1976	0.25 MILES	N	NO
2000004441	03/10/2020	SL1604		FM1976	0.5 MILES	S	NO
2000003923	03/02/2020	SL1604		SL1604	1 MILES	N	NO
2000004291	03/07/2020	SL1604		SH0218	100 FEET	S	NO
2000004317	03/08/2020	SL1604		SH0218	280 FEET	N	NO
2000004817	03/18/2020	SL1604		KITTY HAWK RD	0.25 MILES	S	NO
2000004178	03/06/2020	SL1604		W BYRD BLVD	0		NO
2000004144	03/05/2020	SL1604		W MATHOM DR	500 FEET	S	YES
2000004438	03/10/2020	SL1604		1604 LOOP	0		NO
SH0218			**13 crashes**				
2000004555	03/12/2020	SH0218		ATHENIAN DR	644 FEET	SE	NO
2000004411	03/10/2020	SH0218		ATHENIAN	0		NO
2000004683	03/15/2020	SH0218		ATHENIAN	0		NO
2000004483	03/11/2020	SH0218		SH0218	500 FEET	E	YES
2000004500	03/11/2020	SH0218		SH0218	200 FEET	S	NO
2000004098	03/05/2020	SH0218		W AVIATION BLVD	0		NO
2000005004	03/22/2020	SH0218		W AVIATION BLVD	0		NO
2000004746	03/16/2020	SH0218		ROSE GARDEN	200 FEET	S	NO
2000004058	03/04/2020	SH0218		CORONADO BLVD	250 FEET	S	NO
2000004601	03/13/2020	SH0218		CORONADO BLVD	0		NO
2000004240	03/07/2020	SH0218		E AVIATION BLVD	0		NO
2000003863	03/01/2020	SH0218		ROSE GARDEN DR	0		NO

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UNIVERSAL CITY POLICE DEPARTMENT

MAR-2020

Case ID	Crash Date	Occurred On	Intersecting Road	Intersection Offset Amt	Direction	Private Drive / Parking Lot
2000004349	03/09/2020	SH0218	BUCKINGHAM VILLAGE ST	100 FEET	N	NO
HIGHLAND		**1 crash**				
2000004569	03/12/2020	HIGHLAND	COLLINGWOOD ST	200 FEET	W	NO
KITTY HAWK RD		**3 crashes**				
2000004125	03/05/2020	KITTY HAWK RD	UNIVERSAL CITY BLVD	0		NO
2000004607	03/13/2020	KITTY HAWK RD	KITTY HAWK RD	0		NO
2000005247	03/28/2020	KITTY HAWK RD	HAVEN GROVE	196 FEET	E	NO
W LINDBERGH BLVD		**1 crash**				
2000004204	03/06/2020	W LINDBERGH BLVD	W WRIGHT BLVD	0		NO
BALBOA DR		**1 crash**				
2000003866	03/01/2020	BALBOA DR	ROBIN DR	500 FEET	W	NO
US0218		**1 crash**				
2000004798	03/18/2020	US0218	SL1604	0		NO
CRYSTAL VIEW		**1 crash**				
2000004342	03/08/2020	CRYSTAL VIEW	WALNUT SPRING	50 FEET	S	YES
FORT WAYNE		**1 crash**				
2000004698	03/15/2020	FORT WAYNE	WAGON CROSSING	500 FEET	W	NO

Grand Total: 35

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