

AGENDA
CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS
2150 Universal City Blvd, Universal City, TX 78148
Regular Meeting, Tuesday, February 6, 2024 @ 6:30 P.M.

1. CALL TO ORDER: Mayor John Williams at 6:30 p.m.
2. QUORUM CHECK and VOTE TO CONSIDER THE EXCUSE OF ABSENT MEMBERS (if applicable):
3. INVOCATION and PLEDGE OF ALLEGIANCE:
4. STAFF REPORTS AND OTHER DISCUSSION ITEMS: Items in this section are not expected to require action by City Council and are generally for information only. However, any item listed in this section may become an action item without further notice with the consent of the Mayor at the request of any Councilmember.
 - a. CITY MANAGER'S REPORT:
 - b. STAFF REPORT:
 1. [Financial/Investment Report](#)
 2. Utility Deposits
 3. PW ARPA Projects
5. CITIZENS TO BE HEARD: At this time, the public is invited to address the City Council and speak on any matter not specifically listed for public hearing elsewhere in this agenda. *PLEASE NOTE NO CITY COUNCIL DISCUSSION, RESPONSE, DELIBERATION, OR ACTION WILL BE TAKEN ON THIS TOPICS AT THIS TIME.* Please limit your comments to three minutes.
6. ANNOUNCEMENTS: With respect to items not listed elsewhere on this agenda, members may report on items of community interest e.g., community or employee awards, proclama, events, and recognitions. Members may also request specific information or a recitation of existing policy from Staff, or request placement of items on the agenda for discussion or action at a following meeting.
 - a. CITY MANAGER'S ANNOUNCEMENTS
 - b. MAYOR'S ANNOUNCEMENTS
 - c. COUNCILMEMBERS' ANNOUNCEMENTS
7. 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.

 - aa) [Consider the minutes of the Tuesday, 02 January 2024 Regular Meeting](#).
 - bb) [Ordinance No. 655-M-2024 \(PC 596 SU 017\)](#): An ordinance approving a Specific Use Permit to Valerie Burton for an Administrative and Business Offices use in the form of a cleaning business in a C3-Commercial Services District on property located at 320 Kitty Hawk Road, Suites 108 & 109, providing for non-severability; and establishing an effective date.
 - cc) [Resolution No. 966-2024 \(Mall-Litto\)](#): A resolution authorizing a project, which will facilitate the promotion and development of new or expanded commercial development, and which was approved by Board of Directors of the Universal City Economic Development Corporation on 11 January 2024; and, providing an effective date.
 - dd) [Resolution No. 967-2024](#): A resolution of the City of Universal City authorizing the purchase of real property located at 110-118 E. Byrd, Universal City, Texas, by the Universal City Economic Development Corporation, for projects to promote new or expanded business development.
8. ACTION ITEMS:

TAB B: Interlocal Cooperative Agreement for the Tri-County Fraud Task Force.

TAB C: KB Home Lone Star, Inc. Developer Petition for Final Acceptance of public improvements of the KB Kitty Hawk Phase 6 Subdivision to include the water system, sanitary sewer system, and drainage and streets systems.

TAB D: KB Home Lone Star, Inc. Developer Petition for Final Acceptance of public improvements of the KB Kitty Hawk Phase 7 Subdivision to include water system, sanitary sewer system, and drainage and streets systems.

[Purchase Policy: TABS E-G](#)

TAB E: Resolution 895-D-2024: A resolution to repeal Resolution 895-D-2021 Employee Purchase Card Policy for

the City of Universal City; establishing legislative findings; and setting an effective date.

- TAB F:** Resolution 895-E-2024: A resolution to repeal Resolution 895-E-2021 Employee Fuel Card Policy for the City of Universal City; establishing legislative findings; and setting an effective date.
- TAB G:** Ordinance 544-B-2024: An ordinance approving, adopting, and renewing the Purchase Policy of the City of Universal City.
- TAB H:** Resolution 961-A-2024: A resolution amending the Fiscal Year 2023/24 Budget of the City of Universal City, Texas.
- TAB I:** Bid Acceptance of the UC ARPA Sewer Pipe Bursting Projects.
- TAB J:** Bid Acceptance of the Red Horse Parking Lot 1 Improvements.
- TAB K:** Bid Acceptance from Hydro Resources – Mid Continent, Inc. for the Water Well Drilling of UC Edwards Water Well #12.
- TAB L:** Resolution 968-2024: A resolution of the City Council of the City of Universal City, Texas calling a General Election to be held on May 4, 2024, to elect City officers; and approving and authorizing contract documents and procedures related thereto.

9. ADJOURNMENT:

In accordance with the requirements of Texas Government Code section 551.127, a member of the governing body may participate in this meeting from a remote location. A quorum of the governing body as well as the presiding officer shall be physically present at the above posted location, which shall be open to the public. The video and audio feed of those participating remotely shall be visible and audible to the public for all open portions of the meeting. A member of a governmental body who participates in a meeting remotely as provided by law, shall be counted as present at the meeting for all purposes.

All items on the agenda are eligible for possible discussion and action. The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development).

This facility is wheelchair accessible & accessible parking spaces are available. Requests for accommodation or interpretive services must be made 72 hours prior to this meeting. Please contact the city clerk's office at (210) 619-0701 if these services are needed.

CITY OF UNIVERSAL CITY

Date: 02/06/2024

TO: City Council
FROM: Christine Green, Finance Director
SUBJECT: FY 2024 1st Quarter Financial Reports and Investment Report

Historical Background

As of December 31, 2023, the City had completed 25% of the 2024 fiscal year. The attached reports depict the unaudited Revenues and Expenditures summaries for the General, Debt Service, Capital Projects, Utility, Stormwater, and Golf Course Funds.

The Investment Report is a fair representation of the investments made, results achieved, risks taken, and costs incurred. The Investment Report includes the beginning and ending balances as well as interest earned monthly for all bank accounts. The accounts listed as operating and savings accounts are fluid and have significant activity each month. Any activity that would be considered material changes to the account balances will be identified by staff.

Action Requested

Staff presentation of the quarterly financials is an operational procedure which does not require any formal action from the Council. As stated in the Investment Policy, Council should receive and review quarterly investment reports. Again, no formal action is required.

Staff Recommendation

Staff recommends the Council acknowledge the information provided by staff and provide further guidance if deemed necessary.

Attachments: FY 2024 1st Quarter Financials
FY 2024 1st Quarter Investment Report

CITY OF UNIVERSAL CITY
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: DECEMBER 31ST, 2023

01 -GENERAL FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
TAX REVENUE	14,259,819.00	790,047.52	2,362,306.74	11,897,512.26	16.57
LICENSE/PERMITS/FEES	1,089,000.00	157,521.35	292,685.05	796,314.95	26.88
FINES	1,131,600.00	107,987.49	264,711.98	866,888.02	23.39
INTEREST/OTHER REVENUE	1,745,162.00	92,339.15	267,601.87	1,477,560.13	15.33
DONATIONS/CONTRIBUTIONS	1,057,500.00	20,559.40	29,788.91	1,027,711.09	2.82
GRANTS	2,500.00	0.00	0.00	2,500.00	0.00
TOTAL REVENUES	19,285,581.00	1,168,454.91	3,217,094.55	16,068,486.45	16.68
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	1,394,297.00	(20,928.70)	379,985.99	1,014,311.01	27.25
DEVELOPMENT SERVICES	1,197,185.00	94,100.75	241,712.85	955,472.15	20.19
HUMAN RESOURCES	153,051.00	22,283.48	40,086.70	112,964.30	26.19
FINANCE	636,460.00	48,307.06	112,021.46	524,438.54	17.60
MUNICIPAL COURT	208,238.00	19,672.88	58,923.45	149,314.55	28.30
COURT JUVENILE CASE MANA	68,171.00	7,149.28	15,021.30	53,149.70	22.03
GENERAL SERVICES	1,943,123.00	152,009.27	313,719.27	1,629,403.73	16.15
PARKS & RECREATION	1,426,640.00	137,027.62	244,818.05	1,181,821.95	17.16
POLICE	5,079,195.00	512,254.99	1,117,380.26	3,961,814.74	22.00
FIRE DEPARTMENT	3,309,023.00	300,922.55	724,532.38	2,584,490.62	21.90
VEHICLE-EQUIPMENT MAINT	287,255.00	41,122.15	74,630.85	212,624.15	25.98
ANIMAL SHELTER	690,369.00	60,275.08	203,832.41	486,536.59	29.53
LIBRARY	504,773.00	46,615.25	98,485.43	406,287.57	19.51
NON-DEPARTMENTAL	2,387,801.00	494,443.92	750,759.73	1,637,041.27	31.44
OTHER SOURCES/USES	0.00	5,547.43	11,094.86	(11,094.86)	0.00
TOTAL EXPENDITURES	19,285,581.00	1,920,803.01	4,387,004.99	14,898,576.01	22.75
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(752,348.10)	(1,169,910.44)	1,169,910.44	0.00

CITY OF UNIVERSAL CITY
REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: DECEMBER 31ST, 2023

02 -DEBT SERVICE
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
TAX REVENUE	1,759,373.00	831,207.58	1,014,479.91	744,893.09	57.66
INTEREST/OTHER REVENUE	<u>388,377.00</u>	<u>5,994.20</u>	<u>22,008.35</u>	<u>366,368.65</u>	<u>5.67</u>
TOTAL REVENUES	2,147,750.00	837,201.78	1,036,488.26	1,111,261.74	48.26
<u>EXPENDITURE SUMMARY</u>					
DEBT SERVICE	<u>2,147,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,147,750.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	2,147,750.00	0.00	0.00	2,147,750.00	0.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	837,201.78	1,036,488.26	(1,036,488.26)	0.00

CITY OF UNIVERSAL CITY
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: DECEMBER 31ST, 2023

03 -CAPITAL PROJECTS
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
INTEREST/OTHER REVENUE	2,308,320.00	49,195.42	193,185.22	2,115,134.78	8.37
GRANTS	<u>3,678,394.00</u>	<u>0.00</u>	<u>6,000,000.00</u>	<u>(2,321,606.00)</u>	<u>163.11</u>
TOTAL REVENUES	5,986,714.00	49,195.42	6,193,185.22	(206,471.22)	103.45
<u>EXPENDITURE SUMMARY</u>					
CAPITAL PROJECTS	5,986,714.00	28,687.45	50,844.88	5,935,869.12	0.85
OTHER SOURCES/USES	<u>0.00</u>	<u>(5,547.43)</u>	<u>(11,094.86)</u>	<u>11,094.86</u>	<u>0.00</u>
TOTAL EXPENDITURES	5,986,714.00	23,140.02	39,750.02	5,946,963.98	0.66
REVENUES OVER/(UNDER) EXPENDITURES	0.00	26,055.40	6,153,435.20	(6,153,435.20)	0.00

CITY OF UNIVERSAL CITY
REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: DECEMBER 31ST, 2023

04 -UTILITY FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
WATER REVENUE	4,659,477.00	332,569.29	1,289,884.09	3,369,592.91	27.68
SEWER REVENUE	4,886,885.00	321,027.71	1,150,515.30	3,736,369.70	23.54
UTILITY FEES & RENTS	779,349.00	58,613.46	199,724.26	579,624.74	25.63
INTEREST/OTHER REVENUE	<u>6,001,540.00</u>	<u>99,866.35</u>	<u>304,365.19</u>	<u>5,697,174.81</u>	<u>5.07</u>
TOTAL REVENUES	16,327,251.00	812,076.81	2,944,488.84	13,382,762.16	18.03
<u>EXPENDITURE SUMMARY</u>					
PUBLIC WORKS	1,089,960.00	81,489.06	277,592.13	812,367.87	25.47
ADMINISTRATION	350,594.00	32,569.37	131,398.70	219,195.30	37.48
WATER DEVELOPMENT	2,705,350.00	163,025.76	342,997.02	2,362,352.98	12.68
SEWER DEVELOPMENT	3,290,337.00	262,026.91	535,499.18	2,754,837.82	16.27
DEBT SERVICE	1,443,799.00	0.00	0.00	1,443,799.00	0.00
NON-DEPARTMENTAL	869,858.00	93,642.17	94,260.60	775,597.40	10.84
CAPITAL PROJECTS	<u>6,577,353.00</u>	<u>403,994.43</u>	<u>403,994.43</u>	<u>6,173,358.57</u>	<u>6.14</u>
TOTAL EXPENDITURES	16,327,251.00	1,036,747.70	1,785,742.06	14,541,508.94	10.94
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(224,670.89)	1,158,746.78	(1,158,746.78)	0.00

CITY OF UNIVERSAL CITY
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: DECEMBER 31ST, 2023

09 -STORMWATER MANAGEMENT
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
WATER REVENUE	820,382.00	60,227.05	200,192.90	620,189.10	24.40
INTEREST/OTHER REVENUE	1,284,457.00	5,662.48	17,480.21	1,266,976.79	1.36
DONATIONS/CONTRIBUTIONS	<u>1,000.00</u>	<u>0.00</u>	<u>9,599.75</u>	<u>(8,599.75)</u>	<u>959.98</u>
TOTAL REVENUES	2,105,839.00	65,889.53	227,272.86	1,878,566.14	10.79
<u>EXPENDITURE SUMMARY</u>					
STORMWATER/ENGINEERING	612,039.00	64,418.71	104,457.69	507,581.31	17.07
CAPITAL PROJECTS	<u>1,493,800.00</u>	<u>3,065.55</u>	<u>23,640.55</u>	<u>1,470,159.45</u>	<u>1.58</u>
TOTAL EXPENDITURES	2,105,839.00	67,484.26	128,098.24	1,977,740.76	6.08
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(1,594.73)	99,174.62	(99,174.62)	0.00

CITY OF UNIVERSAL CITY
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: DECEMBER 31ST, 2023

07 -GOLF COURSE

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>GENERAL AND ADMIN</u>					
REVENUES	1,311,500.00	168,156.04	600,584.21	710,915.79	45.79
EXPENDITURES	<u>1,572,850.00</u>	<u>30,540.45</u>	<u>76,003.07</u>	<u>1,496,846.93</u>	<u>4.83</u>
REVENUE OVER/(UNDER) EXPENDITURES	(261,350.00)	137,615.59	524,581.14	(785,931.14)	200.72-
<u>COURSE AND GROUNDS</u>					
REVENUES	1,807,000.00	34,981.84	359,554.15	1,447,445.85	19.90
EXPENDITURES	<u>1,300,987.00</u>	<u>132,882.54</u>	<u>349,616.72</u>	<u>951,370.28</u>	<u>26.87</u>
REVENUE OVER/(UNDER) EXPENDITURES	506,013.00	(97,900.70)	9,937.43	496,075.57	1.96
<u>CARTS</u>					
EXPENDITURES	<u>175,709.00</u>	<u>8,388.73</u>	<u>30,834.35</u>	<u>144,874.65</u>	<u>17.55</u>
REVENUE OVER/(UNDER) EXPENDITURES	(175,709.00)	(8,388.73)	(30,834.35)	(144,874.65)	17.55
<u>GOLF/PRO SHOP</u>					
REVENUES	144,000.00	1,994.10	25,742.85	118,257.15	17.88
EXPENDITURES	<u>281,669.00</u>	<u>30,286.41</u>	<u>70,627.14</u>	<u>211,041.86</u>	<u>25.07</u>
REVENUE OVER/(UNDER) EXPENDITURES	(137,669.00)	(28,292.31)	(44,884.29)	(92,784.71)	32.60
<u>RANGE</u>					
REVENUES	100,000.00	2,097.70	16,812.91	83,187.09	16.81
EXPENDITURES	<u>46,100.00</u>	<u>0.00</u>	<u>5,500.00</u>	<u>40,600.00</u>	<u>11.93</u>
REVENUE OVER/(UNDER) EXPENDITURES	53,900.00	2,097.70	11,312.91	42,587.09	20.99
<u>FOOD & BEVERAGE</u>					
REVENUES	833,000.00	24,551.43	165,654.86	667,345.14	19.89
EXPENDITURES	<u>799,574.00</u>	<u>112,951.83</u>	<u>238,514.50</u>	<u>561,059.50</u>	<u>29.83</u>
REVENUE OVER/(UNDER) EXPENDITURES	33,426.00	(88,400.40)	(72,859.64)	106,285.64	217.97-
<u>MARKETING</u>					
REVENUES	112,000.00	0.00	0.00	112,000.00	0.00
EXPENDITURES	<u>112,000.00</u>	<u>7,000.00</u>	<u>28,550.02</u>	<u>83,449.98</u>	<u>25.49</u>
REVENUE OVER/(UNDER) EXPENDITURES	0.00	(7,000.00)	(28,550.02)	28,550.02	0.00
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FUND TOTAL REVENUES	4,307,500.00	231,781.11	1,168,348.98	3,139,151.02	27.12
FUND TOTAL EXPENDITURES	4,288,889.00	322,049.96	799,645.80	3,489,243.20	18.64
REVENUES OVER/(UNDER) EXPENDITURES	18,611.00	(90,268.85)	368,703.18	(350,092.18)	1,981.10
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FY 2024 1st Quarter Investment Report

	Beginning Balance	October 2023 Interest Earned	November 2023 Interest Earned	December 2023 Interest Earned	Ending Balance	Period Ending Interest Rate
General Fund						
Operating Account	1,736,626	5,942	5,840	6,981	1,622,376	5.25%
Savings Account	4,880,424	16,494	13,863	11,428	2,458,529	5.25%
Employee Benefit Trust	1,289	102	21	83	51,230	5.25%
General Warrant Account	3,626,881	16,388	15,961	16,316	3,675,545	5.25%
TexPool - Investments	10,061,605	45,794	44,631	46,297	10,198,327	5.37%
Total	\$ 20,306,825	\$ 84,720	\$ 80,317	\$ 81,105	\$ 18,006,007	
Utility Fund						
Operating Account	11,437,750	53,106	53,368	56,493	12,562,858	5.25%
Savings Account	1,185,594	5,357	5,217	5,334	1,201,501	5.25%
Debt Service Account	43,624	197	192	196	44,209	5.25%
Construction Account	8,242,988	37,245	36,274	37,086	8,353,592	5.25%
Total	\$ 20,909,955	\$ 95,904	\$ 95,052	\$ 99,108	\$ 22,162,160	
Golf Course - Olympia Hills						
Operating	2,216,875	10,455	11,388	12,463	2,882,973	5.25%
Savings	1,629,697	7,363	7,170	7,330	1,651,157	5.25%
Total	\$ 3,846,572	\$ 17,818	\$ 18,559	\$ 19,793	\$ 4,534,130	
Debt Service						
Debt Service	1,262,172	5,712	5,806	5,994	1,350,316	5.25%
Total	\$ 1,262,172	\$ 5,712	\$ 5,806	\$ 5,994	\$ 1,350,316	
Storm Water						
Operating	1,388,033	6,079	5,647	5,616	1,246,539	5.25%
Savings	10,329	47	45	46	10,467	5.25%
Total	\$ 1,398,362	\$ 6,125	\$ 5,692	\$ 5,662	\$ 1,257,006	
Capital Projects						
GO Bonds	4,998,879	34,611	48,138	49,195	11,069,331	5.25%
Total	\$ 4,998,879	\$ 34,611	\$ 48,138	\$ 49,195	\$ 11,069,331	
Hotel Motel Tax						
Operating	507,481	1,997	2,232	2,282	513,992	5.25%
Total	\$ 507,481	\$ 1,997	\$ 2,232	\$ 2,282	\$ 513,992	
Court Bldg Security						
Operating	142,017	559	625	639	143,839	5.25%
Total	\$ 142,017	\$ 559	\$ 625	\$ 639	\$ 143,839	
Court Technology						
Operating	119,429	470	525	537	120,961	5.25%
Total	\$ 119,429	\$ 470	\$ 525	\$ 537	\$ 120,961	
PEG						
Operating	385,965	1,519	1,698	1,735	390,917	5.25%
Total	\$ 385,965	\$ 1,519	\$ 1,698	\$ 1,735	\$ 390,917	
State Asset Forfeitures						
Operating	48,962	193	215	220	49,591	5.25%
Total	\$ 48,962	\$ 193	\$ 215	\$ 220	\$ 49,591	
Federal Asset Forfeitures						
Operating	16,054	63	71	72	16,260	5.25%
Total	\$ 16,054	\$ 63	\$ 71	\$ 72	\$ 16,260	

TOTAL INVESTMENT - ALL FUNDS \$ **47,309,619**

I certify that the above financial statement is true to the best of my knowledge.

Christine Green

Christine Green, Finance Director

*This investment report is in compliance with the Public Funds Investment Act and all local rules and regulations.

MINUTES
CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS
 Regular Meeting, Wednesday, 16 January 2024

1. CALL ORDER: Mayor John Williams at 6:30 P.M.

2. QUORUM CHECK and VOTE TO CONSIDER THE EXCUSE OF ABSENT MEMBERS (if applicable):

Maribel Garcia, Deputy City Clerk

Present:

Mayor John Williams
 Mayor Pro Tem Goolsby
 Councilmember Steven Buck
 Councilmember Ashton Bulman
 Councilmember Christina Fitzpatrick
 Councilmember Paul Najarian
 Councilmember Phil Vaughan

Staff Present:

Kim Turner, City Manager
 Megan Santee, City Attorney
 Kristin Mueller, City Clerk
 Michael Cassata, Development Services Director
 Randy Luensmann, Public Works Director
 Maribel Garcia, Deputy City Clerk
 Avery Lunsford, Utilities analyst
 Blake Partridge, Utilities Superintendent
 Ray Perez, General Services Superintendent
 Tracy Woody, General Services

Mayor Williams noted a quorum was present.

3. INVOCATION and PLEDGE OF ALLEGIANCE:

Maribel Garcia, Deputy City Clerk, gave the invocation. Mayor Williams led the Pledge of Allegiance to the United States and Texas flags.

4. STAFF REPORTS AND OTHER DISCUSSION ITEMS:

a. CITY MANAGER’S REPORT:

- 1. 2023 Accomplishments Report:** Mrs. Turner informed Council that the 2023 Accomplishments Report was completed, and physical copies were provided. She stated the report would be distributed to Boards and Commissions and would be available on the City website.
- 2. City Hall Roof Project:** Mrs. Turner reported that the project had been completed, inspection on the roof would be done January 17th, and cleaning around the building in response to the project would be scheduled internally.

5. CITIZENS TO BE HEARD:

- Bernie Rubal, 635 Balboa, thanked and recognized retiring employees being honored at the meeting. He felt disappointed that the 2023 Accomplishments Report did not include a report on the collapsed sewer line near his house. He informed Council that a records management report should be conducted annually in January according to the City’s Code of Ordinances Chapter 1-6. He shared that a prior open records request showed non-compliance with records management policies and suggested process improvements.
- John Heberling, 8434 Ulysses, thanked the Mayor for his service after hearing he would not be

CONSENT AGENDA

running for reelection. He complimented the Mayor's meeting management. He thanked Councilmember Vaughan for his home's Christmas decor. He also thanked the City for the Waste Management contract, though it was contentious when passed, it allowed that more products would be able to be recycled.

- Lori Putt, 114 Foxglove, thanked the Public Works employees being honored in their retirement this meeting. She wished them the best in their retirement and thanked them on behalf of Parks Partners, the City, and herself.
- Devona Trigilio, 8438 Ulysses, thanked Councilmembers Bulman and Vaughan after attending her first Guide Your Council event. She appreciated the City for providing Waste Management pink tags for extra trash gathered after a missed pickup day. She expressed gratitude to the City for action made to make the City great. She thanked Regina Carmona, Community Relations Coordinator, and informed the public of Flashlight Night.

6. PUBLIC HEARINGS:

- a. **P.C. 596 (SU 017) – A request for a Specific Use Permit (SUP) at 320 Kitty Hawk Road, Suites 108 & 109 (CB 5053N BLK LOTS 5 & 6 SCHLUETER SUBD UT-3) to allow an Administrative and Business Offices use in the C3-Commercial Services District, per Zoning Ordinance 581.**

Mr. Cassata gave an overview of the SUP request and clarified the location. He informed Council that the Planning and Zoning Commission had unanimously approved a recommendation to approve the SUP and that Staff had sent out 13 legal notices per code requirements with no responses.

Mayor Williams opened the Public Hearing at 6:45 PM.

There being no public comment, **Mayor Williams closed the Public Hearing at 6:46 PM.**

7. ANNOUNCEMENTS:

- a. **CITY MANAGER'S ANNOUNCEMENTS:**

Mrs. Turner thanked everyone who worked the prior weekend during inclement weather. Employees included those in the Fire, Public Works, and Community Relations departments.

- b. **MAYOR'S ANNOUNCEMENTS:**

Mayor Williams reported that Daryl John and Dr. Adriana Rocha Garcia were elected to the Guadalupe County Appraisal District Board and the Bexar County Appraisal District Board respectively.

- i. **Public Works Retirees:** Mayor Williams commended four retirees for their combined 113 years of service to the City. He thanked Avery Lunsford for his service and noted the over \$2 million in parks funding he secured during his 29 years of service. He thanked Blake Partridge for his 34 years of service and noted his work in planning and the Northeast Partnership. He thanked Ray Perez for his service to the City. Mayor Williams noted his 35 years with the City including 22 years as Streets Superintendent. He thanked Tracy Woody for his 15 years of service and noted how he changed all City street signs in response to State legislation. All four were given awards for their service to the City.

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ii. **City Clerk Send-off:** Mayor Williams thanked Kristin Mueller for her 8 years with the City. She was thanked for her contributions as City Clerk and Economic Development Director.

c. **COUNCILMEMBERS' ANNOUNCEMENTS:**

Mayor Pro Tem Goolsby thanked everyone for their service to the City.

Councilmember Buck reiterated thanks. He wished Ms. Mueller well in Seguin, where she would begin her new job. He stated he was envious of those who retired and thanked City Staff for their work over the weekend during inclement weather. He noted the absence of infrastructure failures.

Councilmember Bulman echoed thanks for the service of leaving employees. She reminded the public of the candidate filing period for the May 4th, 2024 Uniform Election starting January 17th and ending February 16th.

Councilmember Najarian thanked Public Works retirees for their service and shared personal anecdotes of his interactions with them. He thanked Ms. Mueller for her service as well.

Councilmember Fitzpatrick reiterated Ms. Trigilio's comments about thanking City employees for nice things around the City. She emphasized this point, stating that the Public Works retirees were responsible for providing such a nice community. She thanked Ms. Mueller and stated she would be greatly missed. Councilmember Fitzpatrick announced the Library's Tasty Table event February 17th. Councilmember Bulman and she would be judges at the event.

Councilmember Vaughan inquired about a records management plan, referring to Mr. Rubal's comment, and asked whether a charter review was necessary.

Mrs. Turner and Mayor Williams explained that a charter review was not necessary for the City's records management plan. They elaborated on the requirements of a charter review and suggested that it not be done before the Comprehensive Plan given the budget requirements and time required. A new Comprehensive Plan creation process had already been in motion.

Mrs. Turner explained that the records management plan for the City was being followed and the City would have routine disposition of records that weekend.

7. **CONSENT AGENDA:**

Mayor Pro Tem Goolsby moved to approve the following Consent Agenda items:

a) Consider the minutes of the Tuesday, January 2nd, 2024 Regular Meeting.

Councilmember Fitzpatrick seconded the motion.

**Vote: Yeas: Goolsby, Fitzpatrick, Buck, Bulman, Najarian, Vaughan
Nays: None**

Motion to approve carried.

8. **ACTION ITEMS:**

B. Ordinance No. 655-M-2024 (PC 596 SU 017): An ordinance approving a Specific Use Permit to Valerie Burton for an Administrative and Business Offices use in the form of a cleaning

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business in a C3-Commercial Services District on property located at 320 Kitty Hawk Road, Suites 108 & 109, Universal City, Texas (CB 5053N BLK LOTS 5 & 6 SCHLUETER SUBD UT-3); providing for non-severability; and establishing an effective date.

Mayor Pro Tem Goolsby stated that after conducting a public hearing on the request for a Specific Use Permit for the property at 320 Kitty Hawk Road, Suites 108 & 109 and receiving the Planning and Zoning Commission's recommendation, City Council had considered the request and he moved to approve PC 596 and SU 017 and to grant a specific use permit to Valerie Burton to allow an Administrative and Business Offices use in the form of a cleaning business at 320 Kitty Hawk Road, Suites 108 & 109. He moved to approved Ordinance No. 655-M-2024. Councilmember Bulman seconded the motion.

**Vote: Yeas: Goolsby, Bulman, Buck, Fitzpatrick, Najarian, Vaughan
Nays: None**

Motion to approve carried.

- C. Resolution 895-K-2024 (2024 Personnel Policy and Procedures Manual): A resolution repealing Resolutions 895-A-2020, 895-B-2020, 895-C-2020, 895-F-2021, 895-F-2022, 895-G-2022, 895-H-2022, 895-I-2022, and 895-J-2023 in their entirety; adopting a 2024 Personnel Policy and Procedures Manual for the City of Universal City; establishing legislative findings; providing amendments; and setting an effective date.**

Mrs. Turner explained the amendments and changes in the policy. She explained the repeal of everything not included in this policy.

Councilmember Buck and Mrs. Turner discussed the unused sick leave pool and explained how this policy update was the preferred method of current employees given the lack of use of the sick leave pool. The preferred method is direct donation of sick leave hours to the employee in need.

Councilmember Najarian moved to approve Resolution 895-K-2024. Councilmember Buck seconded the motion.

**Vote: Yeas: Buck, Najarian, Goolsby, Bulman, Fitzpatrick, Vaughan
Nays: None**

Motion to approve carried.

- D. Award Construction Contract for the Olympia Hills Flooring, Bathroom Renovations, and Interior Finishes.**

Mrs. Turner explained the bidding process and reported the low bid.

Councilmember Bulman noted that the budgeted amount for this project was \$550,000 while expenses with acceptance of this bid would be \$235,000. She confirmed that the remainder of the budgeted amount would be allocated to parking lot improvements at the golf course.

Councilmember Buck confirmed that subflooring would be done correctly referring to prior conversations about potential flooring complications.

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Mayor Pro Tem Goolsby moved to award the Construction Contract for the Olympia Hills flooring, bathroom renovations, and interior finishes for \$234,979.00 to Joeris and authorize the City Manager to execute the construction documents. Councilmember Buck seconded the motion.

**Vote: Yeas: Goolsby, Buck, Bulman, Fitzpatrick, Najarian, Vaughan
Nays: None**

Motion to approve carried.

E. Bid Acceptance of the Olympia Hills Golf Course Holes 8 & 9 Drainage Improvements.

Mrs. Turner reminded Council that Venue Tax revenues were set aside into the Stormwater Fund to be allocated to this drainage project. She reported the low bid and the recommended bid.

Mayor Williams emphasized the need for these improvements and noted how hazardous these holes had been for Staff to maintain.

Councilmember Bulman confirmed this project would be a long-term fix.

Council was assured of Abelar Inc.'s experience and performance following a question from Councilmember Najarian. Mr. Luensmann reported the process of reviewing bids.

Councilmember Vaughan gained clarification from Mr. Luensmann regarding materials, the course path, and project location. He noted current hazards on the course. Councilmember Vaughan was also assured that, due to the project coming in under budget, Staff would report to Council after project completion and request direction on how to proceed with surplus funds.

Mayor Pro Tem Goolsby moved to approve the acceptance of the low Base Bid for the Olympia Hills Golf Course Holes 8 & 9 Drainage Improvements, awarding the bid to Abelar Inc. Councilmember Najarian seconded the motion.

**Vote: Yeas: Goolsby, Najarian, Buck, Bulman, Fitzpatrick, Vaughan
Nays: None**

Motion to approve carried.

F. Discuss Implementing a Councilmember Message Board.

Councilmember Vaughan, given the listed prices on Xenforo's website for their Council message board service, moved to direct Staff to set up a Council message board with Xenforo's \$60 a month subscription service. He stated that with his forfeited monthly stipend in addition to Councilmember Bulman's and Councilmember Buck's already forfeited monthly stipends, the service could be paid. Councilmember Bulman seconded the motion.

Councilmembers Buck and Bulman shared their support for the creation of a message board for the sake of being prepared for upcoming meetings. They also stated their opinion that it would save time in future meetings either by providing background information beforehand or

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allowing discussion of potential action items before the creation of an action item.

Councilmembers Fitzpatrick and Najarian expressed concern regarding the time investment required by both Staff and Councilmembers in either interacting with or maintaining the board. They both shared concern regarding underutilization of the message board citing other cities.

Mayor Pro Tem Goolsby stated he would support trying a Council message board but also emphasized the need to be able to disband it if goals of the board were not met.

Given the motion on the floor, Ms. Santee cautioned Council that, given the lack of a contract, pricing model, or description of services, Council should only motion to direct Staff to provide options for a Council message board.

Councilmembers Vaughan and Bulman amended their motions accordingly.

Councilmember Fitzpatrick stated her preference for in person conversation and reiterated worries regarding time commitment due to length of responses and reading materials posted.

Councilmember Najarian received clarification regarding compliance with the Texas Open Meetings Act.

Ms. Santee cautioned that any member who speaks of a message board post outside of the message board to a fellow member may be in violation of the Open Meetings Act.

Councilmember Bulman clarified that her intended use for the board was to discuss proposed agenda items to gauge Council interest. She opined this would save time in meetings by allowing members to present materials prior to discussion in Council meetings.

Council agreed to move forward with exploring Council message board options provided through Staff quotes and potential contracts for service.

Councilmember Vaughan moved to direct Staff to bring forth an action item for Council message board options including cost and implementation details. Councilmember Bulman seconded the motion.

Vote: Yeas: Vaughan, Bulman, Goolsby, Buck, Najarian

Nays: Fitzpatrick

Motion to approve carried.

G. Discuss Posting Candidate Packets on the City Website Upon Receipt.

Councilmember Bulman noted that surrounding cities posted their Applications for a Place on the Ballot (hereafter referred to as "applications") on their website the day someone applies. She expressed understanding for why someone may not want their personal information online and said an alternative could be posting the applicant's name and the position they applied to run for either the day they apply or the following day.

Councilmember Najarian shared his confusion for the need for this procedural change and expressed concern about applicants withdrawing applications, yet having their names posted on

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the website. He opined that candidates could announce their campaign on their own. He noted that candidate names are posted on the City website after ballot position drawings have been finalized.

At the direction of Mrs. Turner, Ms. Mueller explained current procedure regarding posting candidate names on the City website. She noted that candidate campaign finance reports were now required to be posted on the City website 10 days after receipt according to changes in State law made by the 88th Legislature. Ms. Mueller reported that a small minority of clerks post the applications online given that there are no posting requirements for posting applications per State or Federal law. If something was posted, most clerks only posted names, the position they applied to run for (hereafter referred to as “the position”), and occupation. Time of posting requirements were not established for most clerks, nor were they required by law.

Mrs. Turner expressed concern that posting candidate names before ballot position drawing could politicize the City website and create polarizing rather than altruistic motives for running.

Councilmember Buck confirmed that anyone could call the City Clerk’s office and inquire about who has filed before the filing period is over or before ballot position drawing.

Councilmember Vaughan understood privacy concerns regarding posting full applications on the internet, but stated he felt that knowledge of who and how many people were running was valuable. Furthermore, posting the name and position applied for of a candidate would be enough. He expressed concern for Staff time if residents called daily to know who had filed.

Mayor Pro Tem Goolsby confirmed that standard protocol for cities that post names of applicants on their website was to post within a reasonable time. He supported posting the name and position.

Mrs. Turner explained that many cities who post applications or applicant names often have district elections opining that the names of applicants do not matter as much in an at-large city.

Councilmember Fitzpatrick supported posting the name and position they applied for, but asked why it was important to post applicant names before ballot position drawing had been conducted. She noted most candidates announce when they file.

Councilmember Bulman clarified that the filing period ends before ballot position drawing is conducted giving more importance to posting applicant names when applications are received. She expressed her belief that knowing who is running is a valid motivator for another candidate to file. She added that she supported this for increased transparency.

Mrs. Turner reiterated her concern that this motivation would politicize the City website as it is not official city business to announce a campaign.

Councilmember Najarian stated his position that a candidate application does not mean the person will definitively run. He’d prefer to wait for the ballot position drawing.

Mayor Williams stated his belief that posting the name and office the person is running for was unnecessary, but if it is to be done then that is the only information that should be posted. He felt that it was incumbent upon the applicant to announce their candidacy.

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Ms. Santee cautioned that any motion to be made on this item would only be to direct Staff.

Councilmember Bulman moved to direct Staff to post candidate names and position they applied for according to their candidate application filing within a reasonable time on the City website. Councilmember Vaughan seconded the motion.

**Vote: Yeas: Bulman, Vaughan
Nays: Goolsby, Buck, Fitzpatrick, Najarian**

Motion to approve failed.

- H. Resolution No. 966 2024-1 (Mall-Lito): A resolution authorizing a project, which will facilitate the promotion and development of new or expanded commercial development, and which was approved by the Board of Directors of the Universal City Economic Development Corporation on 11 January 2024; and, providing an effective date.**

Ms. Mueller explained that the applicants, Dania Contreras and Karina Henriquez, co-owners of Mall-Litto, applied for the EDC Storefront Improvement Program. Their project would cost an estimated \$8,120, and the EDC approved \$4,500 at their most recent meeting January 11, 2024. Storefront Improvement Program funds for the FY 2024 total \$100,000 with the EDC already having committed \$34,225 of those funds prior to this project. Ms. Mueller clarified the location of the new thrift store.

Councilmember Bulman moved to approve Resolution No. 966 2024-1. Councilmember Vaughan seconded the motion.

**Vote: Yeas: Bulman, Vaughan, Goolsby, Buck, Fitzpatrick, Najarian
Nays: None**

Motion to approve carried.

N. T. 1. Executive Session:

- a) Pursuant to Texas Gov't Code Sec. 551.072 regarding the purchase and value of real property if deliberation in open session would have a detrimental effect on the position of the corporation in negotiations with a third party; and for attorney consultation pursuant to Sec. 551.071(2); regarding real property at 110-118 E. Byrd Boulevard.
- b) Reconvene in Open Session and take action, if needed, on any item pertaining to or listed in the Executive Session section of this Agenda.

Mayor Williams began the Closed Session at 8:01 P.M.

Mayor Williams convened into Closed Session with present City Council Members, City Manager Kim Turner, City Attorney Megan Santee, City Clerk/Economic Development Director Kristin Mueller, Development Services Director Michael Cassata, and Public Works Director Randy Luensmann.

Mayor Williams and the City Council reconvened into Open Session at 8:12 P.M. No action was taken during the Closed Session.

- I. Resolution No. 967-2024: A resolution of the City of Universal City authorizing the purchase of**

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Real Property located at 110-118 E. Byrd Boulevard, Universal City, Texas, by the Universal City Economic Development Corporation, for projects to promote new or expanded business development.

Councilmember Najarian moved to approve Resolution No. 967-2024. Councilmember Buck seconded the motion.

**Vote: Yeas: Najarian, Buck, Goolsby, Fitzpatrick
Nays: Bulman, Vaughan**

Motion to approve carried.

9. ADJOURNMENT: Mayor Williams adjourned the meeting at 8:13 P.M.

APPROVED:

John Williams, Mayor

ATTEST:

Maribel Garcia, Deputy City Clerk

CITY OF UNIVERSAL CITY

Date: 1/9/2024

TO: City Council

FROM: Kim M. Turner, City Manager

SUBJECT: Public Hearing: P.C. 596 (SU 017)— A request for a **Specific Use Permit** at 320 Kitty Hawk Road, Suites 108 & 109 (CB 5053N BLK LOTS 5 & 6 SCHLUETER SUBD UT-3) to allow an Administrative and Business Offices use in the C3-Commercial Services District, per zoning ordinance 581.

SUBJECT: Ordinance No. 655-M-2024 (PC 596 SU 017)— A **Specific Use Permit** at 320 Kitty Hawk Road, Suites 108 & 109 (CB 5053N BLK LOTS 5 & 6 SCHLUETER SUBD UT-3) to allow an Administrative and Business Offices use in the C3-Commercial Services District, per zoning ordinance 581.

Historical Background

320 Kitty Hawk Road, Suites 108 & 109, are located in the southern-most building within a cluster of commercial buildings at the intersection of Kitty Hawk Road and Pat Booker Road behind Taco Cabana and O'Reilly Auto Parts. Ms. Valerie Burton, the applicant, is proposing to establish a residential cleaning services company at this location with the potential to expand to commercial businesses. The two suites would be used for office and clerical work related to the business. The Zoning Code allows Administrative and Business Offices use types in the C3-Commercial Services District as a Specific Use. As such, Ms. Burton is requesting a **Specific Use Permit** to allow a residential cleaning services company to occupy Suites 108 & 109.

The Council is reminded that a SUP applies only to suites 108 & 109 and is only applicable to Ms. Burton's cleaning business. Any future proposed cleaning businesses at this location would have to obtain their own SUP via the Planning & Zoning Commission and City Council. Thirteen (13) notices were sent out to surrounding property owners; none were returned. No one spoke "for" or "against" the proposed SUP at the Planning & Zoning Public Hearing. The members of the Planning & Zoning Commission unanimously approved the SUP and forwarded the SUP request to City Council for its final determination.

Action Requested

City Council will need to conduct a **Public Hearing** on the SUP and then make a final consideration on the **SUP Ordinance**; Ord 655-M-2024, attached. Per the City Charter, an Ordinance will require two readings.

Procurement Methodology

This is a zoning procedure only and requires no procurement by the City.

Source and Amount of Funding

This is a zoning procedure only and requires no funding by the City.

Staff Recommendation

Staff recommends approval of the SUP for a cleaning business at 320 Kitty Hawk Road, Suites 108 & 109.

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320 KITTY HAWK ROAD

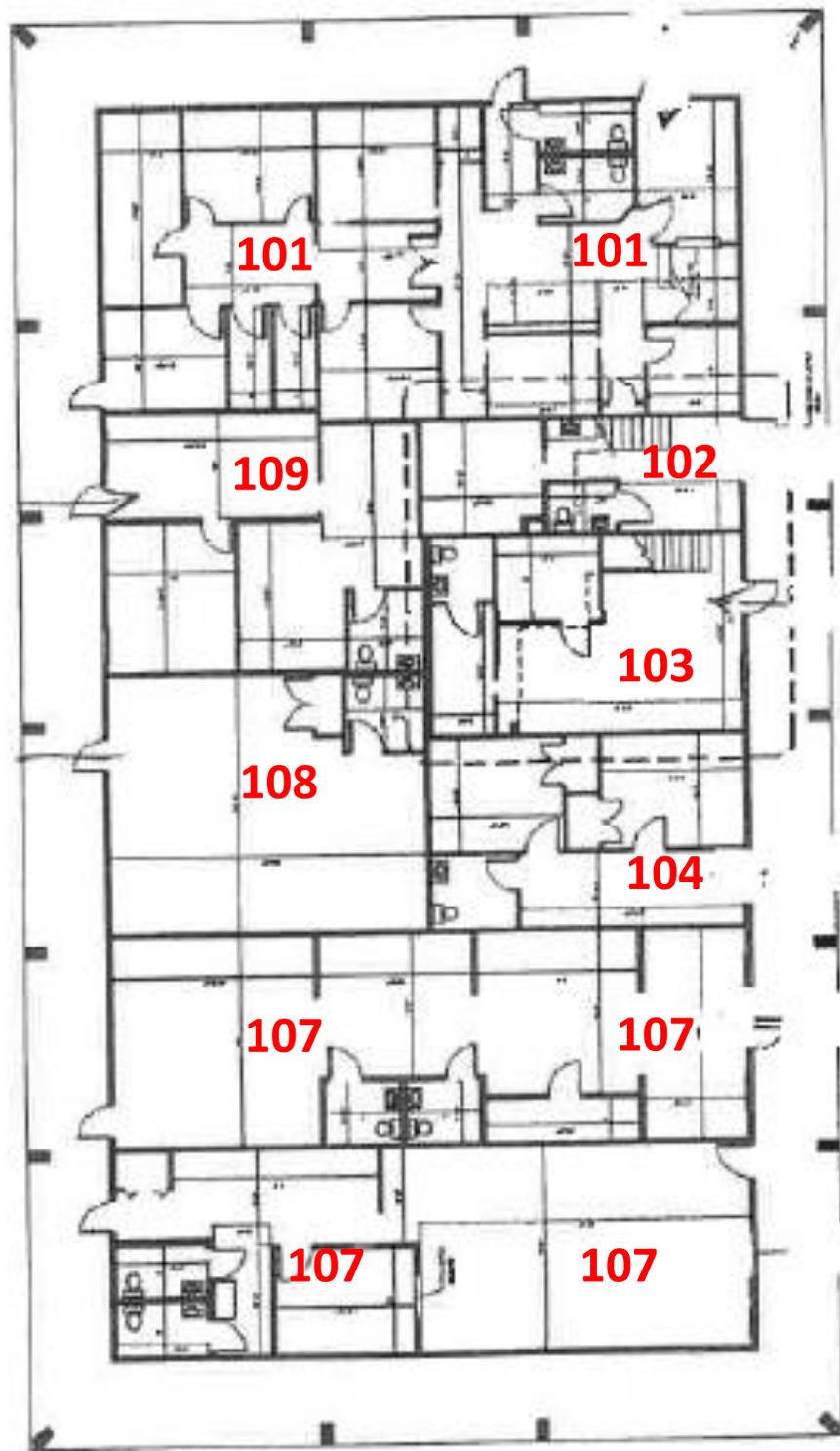
AERIAL MAP



320 KITTY HAWK ROAD – FLOOR PLAN

SUITES

- 101 - SALON
- 102 - VACANT
- 103 - VACANT
- 104 - LUCKY SPIN
- 105 - NOW 107
- 106 - NOW 107
- 107 - LUCKY SPIN
- 108 - VACANT
- 109 - VACANT



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Use	C1	C2	C3	C4	C5
Administrative and business offices.	P	S	S	P	P
Offices or private firms or organizations which are primarily used for the provision of executive, management or administrative services. Typical uses include administrative offices, and services including real estate, insurance, property management, investment, personnel, travel, secretarial services, telephone answering, photocopy and reproduction, and business offices or public utilities, organizations and associations, or other use classifications when the service rendered is that customarily associated with administrative office services.					
Agricultural sales and services.	-	-	-	S	-
Establishments or places of business engaged in sale (from the premises) of feed, grain, fertilizers, pesticides and similar goods or in the provision of agricultural related services with incidental storage on lots other than where the service is rendered. Typical uses include nurseries, hay, feed and grain stores and tree service firms.					
Automotive washing.	S	-	P	P	-
Washing and cleaning of automobiles and related light equipment. Typical uses include auto laundries or car washes, not collocated with a gas station.					
Gas station.	S	-	P	S	P
An establishment for retail sale of petroleum products collocated with a local convenient store. Local convenient store collocation is required. May also be collocated with automotive washing with automotive washing as a secondary or ancillary use.					
Commercial off-street parking.	S	S	S	S	-
Parking of motor vehicles on a temporary basis within a private-owned off-street parking facility, other than accessory to a principal use. Typical uses include commercial parking lots or parking garages.					
Automotive rentals.	-	-	S	S	S

Motion to Approve:

PC 596 (SU 017)

After conducting a public hearing on the request for a Specific Use Permit for the property at 320 Kitty Hawk Road, Suites 108 & 109 and receiving the Planning and Zoning Commission's recommendation, City Council has considered the request and moves to approve PC 596 and SU 017 and to grant a specific use permit to Valerie Burton to allow an Administrative and Business Offices use in the form of a cleaning business at 320 Kitty Hawk Road, Suites 108 & 109.

ORDINANCE NO. 655-M-2024 (PC 596 SU 017)
(320 Kitty Hawk Road, Suites 108 & 109)

AN ORDINANCE APPROVING A SPECIFIC USE PERMIT TO VALERIE BURTON FOR AN ADMINISTRATIVE AND BUSINESS OFFICES USE IN THE FORM OF A CLEANING BUSINESS IN A C3-COMMERCIAL SERVICES DISTRICT ON PROPERTY LOCATED AT 320 KITTY HAWK ROAD, SUITES 108 & 109, UNIVERSAL CITY, TEXAS (CB 5053N BLK LOTS 5 & 6 SCHLUETER SUBD UT-3); PROVIDING FOR NON-SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 4-5-54 of the Code of Ordinances, City Council may approve an application for a Specific Use Permit to provide some flexibility to traditional zoning by offering a mechanism to balance specific site constraints and development plans with the larger interest of the community and the integrity of the Zoning Ordinance; and

WHEREAS, as described in Section One of this Ordinance, an application has been made for a Specific Use Permit; and

WHEREAS, the Zoning Table of Uses authorizes City Council to issue the Specific Use Permit; and

WHEREAS, after proper delivery of notice, the Planning and Zoning Commission conducted a public hearing on the application for the Specific Use Permit on January 8, 2024; and

WHEREAS, at the conclusion of the public hearing, the Planning and Zoning Commission made a recommendation in favor of the application for the Specific Use Permit and made the findings required by Section 4-5-54 of the Code of Ordinances as follows:

- The proposed use is in accord with the objectives of these regulations and the purposes of the district in which the site is located.
- That the proposed use will comply with each of the applicable provisions of these regulations.
- That the proposed use and site development, together with any modifications applicable thereto, will be completely compatible with existing or permitted uses in the vicinity.
- That the conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and ensure compatibility with existing or permitted uses in the same district and the surrounding area, and that the prescribed zoning standards do not provide enough mitigation of the impacts identified, thus warranting stricter standards, if so recommended.
- The Commission has given due consideration to all technical information supplied by the applicant.
- That the proposed use, together with the conditions applicable thereto, will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity; and

WHEREAS, after proper publication of notice and receipt of the Planning and Zoning Commission's recommendation, City Council conducted a public hearing on the application for the Specific Use Permit on January 16, 2024; and

WHEREAS, after conducting a public hearing on the matter wherein the testimony and comments of members of the public were received, City Council made the findings required by Section 4-5-54 of the City Code as set out infra.

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

SECTION 1. The recitals set out above are adopted herein for all purposes.

SECTION 2. The application for a Specific Use Permit by Valerie Burton for an Administrative and Business Offices use in the form of a cleaning business in a C3-Commercial Services District on property located at 320 Kitty Hawk Road, Suites 108 & 109, Universal City, Texas (CB 5053N BLK LOTS 5 & 6 SCHLUETER SUBD UT-3), is hereby approved, subject to the conditions set out in Section 3.

CONSENT AGENDA

SECTION 3. Pursuant to Section 4-5-54 (entitled “Specific Use Regulations”) of Code of Ordinances, the following conditions are imposed:

No conditions are imposed.

SECTION 4. All provisions of the Code of Ordinances of the City of Universal City not herein amended or repealed shall remain in full force and effect.

SECTION 5. All other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent that they are in conflict.

SECTION 6. This ordinance is not severable.

SECTION 7. This ordinance will take effect upon its passage, approval and publication as provided by law.

PASSED, on first reading by the City Council of the City of Universal City on this the 16th day of January 2024.

PASSED AND APPROVED, on second reading by the City Council of the City of Universal City on this the 6th day of February 2024.

CITY OF UNIVERSAL CITY, TEXAS
APPROVED

John Williams, Mayor

ATTEST:

APPROVED AS TO FORM:

Maribel Garcia, Deputy City Clerk

Megan R. Santee, City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.

CONSENT AGENDA

MINUTES

PLANNING AND ZONING COMMISSION OF THE CITY OF UNIVERSAL CITY, TEXAS

Regular Meeting, Monday Evening, 08 January 2023

1. CALL TO ORDER: Vice-Chair Cynthia Spurlock at 6:08 P.M.

2. QUORUM CHECK: Michael Cassata, Development Services Director

Commission Members Present:

Mary Andrews, Member
Deborah Hernandez, Member
John Hudson, Member
Linda Sefton, Member
Cynthia Spurlock, Vice-Chair
Devona Trigilio, Member
Diane Woods, Secretary

Staff Present:

Kim Turner, City Manager
Michael Cassata, Development Services Director
Maribel Garcia, Deputy City Clerk

Applicant Attendees:

Valerie Burton, Applicant for Item 2

Absent:

Zack Carlton, Chair

Mr. Cassata noted a quorum was present. He also noted that Ms. Spurlock, Vice-Chair, would preside over the meeting.

3. MINUTES OF THE PREVIOUS MEETING: Regular Meeting – 6 November 2023

Mr. Hudson moved to approve the minutes of the previous meeting. Ms. Hernandez seconded the motion.

The motion was approved unanimously.

4. NEW BUSINESS:

ITEM 1

- A. Public Meeting: P.C. 573 – A request for approval of the Final Plat of Subdivision and related variance being a total of 29.5-Acre tract located at the southeast corner of E. Loop 1604 N. Access Road and W. Byrd Boulevard [CB 5053 P-103 (12.756 AC), P-104 (11.419 AC) & P-105 (5.345 AC) ABS 745], in connection with the proposed PUD 2023-103, per Zoning Ordinance 581.**

Mr. Cassata explained that a preliminary version of this plat had come before the Commission during the PUD process. He clarified the location of the development and stated that the applicant had worked with potential property users, TXDOT, CPS, and Staff. He noted that the applicant was in need of a variance to allow a final plat scale of 1-inch equals 200 feet to keep the plat map on one page. He noted that the motion to approve included a condition requiring Staff approval of any outstanding comments.

Mr. Cassata clarified that the PUD development requirements had not changed. Mr. Cassata and Ms. Sefton discussed the development plan and timeline.

Ms. Sefton moved to open the Public Meeting. Mr. Hudson seconded the motion.

The motion was approved unanimously; Vice-Chair Spurlock opened the Public Meeting at 6:16 P.M.

There being no public comment, Ms. Trigilio moved to close the Public Meeting. Ms. Woods seconded the

motion.

The motion was approved unanimously; Vice-Chair Spurlock closed the Public Meeting at 6:17 P.M.

- B. Consider: P.C. 573 – A request for approval of the Final Plat of Subdivision and related variance being a total of 29.5-Acre tract located at the southeast corner of E. Loop 1604 N. Access Road and W. Byrd Boulevard [CB 5053 P-103 (12.756 AC), P-104 (11.419 AC) & P-105 (5.345 AC) ABS 745], in connection with the proposed PUD 2023-103, per Zoning Ordinance 581.**

Ms. Hudson moved to approve P.C. 573 in accordance with the motion in the agenda packet. The motion stated that after conducting a public meeting on the request for approval of the final plat of subdivision for the Byrd Street Crossing Subdivision at the southeast corner of E. Loop 1604 North Access Road and W. Byrd Boulevard, the Planning and Zoning Commission had considered the request and Ms. Spurlock noted that the motion to approve PC 573 included the following conditions:

1. Staff approval of any outstanding comments.
2. A variance to Section 4-2-28 (c)(1) is granted to allow a final plat scale of 1" = 200'.

Ms. Woods seconded the motion.

The motion was approved on an 8 – 0 vote.

ITEM 2

- A. Public Hearing: P.C. 596 (SU 017)— A request for a Specific Use Permit (SUP) at 320 Kitty Hawk Road, Suites 108 & 109 (CB 5053N BLK LOTS 5 & 6 SCHLUETER SUBD UT-3) to allow an Administrative and Business Offices use in the C3-Commercial Services District, per Zoning Ordinance 581.**

Mr. Cassata explained the location of the two suites for which the applicants were requesting a SUP. The business would be a residential cleaning business. He explained that the item would be presented for Council consideration on January 16th.

Vice-Chair Spurlock clarified that a SUP is specific to a tenant and is not tied to the property after a tenant leaves. Mr. Cassata concurred.

Ms. Woods moved to open the Public Hearing. Mr. Hudson seconded the motion.

The motion was approved unanimously; Vice-Chair Spurlock opened the Public Hearing at 6:21 P.M.

Ms. Burton, the applicant, stated that both she and her husband were army veterans. This new business is their next chapter after retiring from service. They expressed their excitement to be part of the community.

The Commission and Ms. Burton discussed specifics regarding business planning; the business would be a franchise and would employ six maids. The maids would work in teams of two. Ms. Burton would like to expand to the point where they would hire a manager and expand their services to commercial cleaning.

Ms. Trigilio confirmed that the cleaning supplies would be stored on only three shelving units and would be eco-friendly and non-combustible.

With no further public comment, Ms. Woods moved to close the Public Hearing. Mr. Hudson seconded the motion.

CONSENT AGENDA

The motion was approved unanimously; Vice-Chair Spurlock closed the Public Hearing at 6:26 P.M.

- B. Consider: P.C. 596 (SU 017)— A request for a Specific Use Permit at 320 Kitty Hawk Road, Suites 108 & 109 (CB 5053N BLK LOTS 5 & 6 SCHLUETER SUBD UT-3) to allow an Administrative and Business Offices use in the C3-Commercial Services District, per Zoning Ordinance 581.**

Mr. Hudson moved to approve P.C. 596 (SU 017) in accordance with motion language in the agenda packet. The motion stated that per section 4-5-54 of the Zoning Code, no specific use shall be recommended for approval by the Planning and Zoning Commission unless it has made findings, based upon the evidence presented at the public hearing, to support the conclusions identified in Section 4-5-54(4) of the Zoning Code. Having done so, Mr. Hudson, therefore, moved to recommend approval of PC 596 (SU 017) and to grant a Specific Use Permit to allow an Administrative and Business Offices use in the form of a residential cleaning services company at 320 Kitty Hawk, Suites 108 & 109, to Ms. Valerie Burton.

Ms. Trigilio seconded the motion.

The motion was approved on an 8 – 0 vote.

5. CITY MANAGER'S REPORT:

Ms. Turner shared that the annual accomplishments report would be presented during the January 16th City Council meeting. She announced that City Clerk and Economic Development Director, Kristin Mueller, would be leaving the City to take a position in the City of Seguin. She would be closer to family this way. Ms. Turner also announced that Zack Carlton was moving after a long search for a home in Universal City. Unfortunately, a home in Universal City was not found and he and his family would be moving out of the City, thereby ending his term on the Planning and Zoning Commission.

Mr. Cassata explained that with nothing concrete planned for upcoming Planning and Zoning agendas, the Election of Officers could wait until the next term scheduled for August 1st. He explained the line of succession and stated Vice-Chair Spurlock would reside over the next set of meetings, if needed, before the next term.

Mr. Cassata also answered questions regarding development near FM 1976. He also gave notice that the Commission is anticipated to hear Zoning Cases regarding the Reunion development project in Northlake. He gave a brief overview of the project.

Ms. Turner reported that the Development Services Update presented before City Council would be presented at the January 17th Citizens' Police Academy meeting.

- 6. ADJOURNMENT:** Vice-Chair Spurlock adjourned the meeting at 6:37 P.M.

Cynthia Spurlock
Vice-Chair



To: City Council

From: Kim M. Turner, City Manager

Kristin Mueller, Economic Development Director

Date: January 8, 2024

RE: **Resolution 966:** A resolution authorizing a project, which will facilitate the promotion and development of new or expanded commercial development, and which was approved by the Board of Directors Of The Universal City Economic Development Corporation On January 11, 2024; and, providing an effective date.

Historical Background

Dania Contreras and Karina Henriquez are the co-owners of Mall-Litto, a new thrift store located at 12000 E. Loop 1604 N, Suite 112.

This is their first storefront location. They have submitted a Storefront Improvement Application requesting financial assistance from the EDC for the purchase and installation of signage.

The sign project will consist of a custom 36" channel letter sign for the storefront, as well as pylon faces for the two shopping center multitenant signs.

They would like to use TSW Grafix and the estimated cost of the project is \$8,118.75. The EDC has budgeted \$100,000 for the Storefront Improvement Program for FY23-24 and has already committed \$34,225 (\$65,775 remaining).

Action Requested

Consider Resolution 966, authorizing the EDC's performance agreement with Mall-Litto.

Staff Recommendation

Staff will make recommendation at the City Council meeting as the EDC had not yet considered this item at the time the City Council Agenda Packet was published. The EDC will consider this item at their Thursday, January 11, 2024 Regular Meeting.

**RESOLUTION NO. 966
2024-1**

A RESOLUTION AUTHORIZING A PROJECT, WHICH WILL FACILITATE THE PROMOTION AND DEVELOPMENT OF NEW OR EXPANDED COMMERCIAL DEVELOPMENT, AND WHICH WAS APPROVED BY BOARD OF DIRECTORS OF THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION ON 11 JANUARY 2024; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Universal City Economic Development Corporation (the "Corporation") on January 11, 2024 by Resolution No. R-2024-1, and pursuant to Texas Local Government Code Subtitle C1, including Section 505.158, thereto, approved a Performance Agreement with Mall-Lito to add storefront signage for the promotion and development of new or expanded commercial enterprises and the creation of jobs; and,

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. R-2024-1 (12000 E. Loop 1604 N, Suite 112).

DULY RESOLVED, PASSED AND ADOPTED by the City Council of Universal City, on second reading on this 7th day of February 2024.

CITY OF UNIVERSAL CITY, TEXAS
APPROVED:

John Williams, Mayor

ATTEST:

Maribel Garcia, Deputy City Clerk

CONSENT AGENDA

TO: EDC

FROM: Kristin Mueller, Economic Development Director

DATE: 11 January 2024

SUBJECT: RESOLUTION NO. 2024-1

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION APPROVING THE PERFORMANCE AGREEMENT WITH MALL-LITTO FOR AN ECONOMIC DEVELOPMENT INCENTIVE IN EXCHANGE FOR THE IMPROVEMENT OF A COMMERCIAL ZONED STRUCTURE(S) LOCATED AT 12000 E. LOOP 1604, SUITE 112; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

Dania Contreras and Karina Henriquez are the co-owners of Mall-Litto, a new thrift store located at 12000 E. Loop 1604 N, Suite 112.

This is their first storefront location. They have submitted a Storefront Improvement Application requesting financial assistance from the EDC for the purchase and installation of signage.

The sign project will consist of a custom 36" channel letter sign for the storefront, as well as pylon faces for the two shopping center multitenant signs.

They would like to use TSW Grafix and the estimated cost of the project is \$8,118.75.

**RESOLUTION NO. 2024-1
12000 E. Loop 1604 # 112**

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION APPROVING THE PERFORMANCE AGREEMENT WITH MALL-LITTO FOR AN ECONOMIC DEVELOPMENT INCENTIVE IN EXCHANGE FOR THE IMPROVEMENT OF A COMMERCIAL ZONED STRUCTURE(S) LOCATED AT 12000 E LOOP 1604 #112; AUTHORIZING ALL NECESSARY ACTIONS, INCLUDING EXECUTION OF NECESSARY DOCUMENTATION; AND, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Universal City Economic Development Corporation (the "Corporation") is a public instrumentality and non-profit economic development corporation duly established and operating under Local Government Code, Chapters 501 and 505, *et seq.*, as amended, known as the Development Corporation Act of 1979 (the "Act"), and is acting with the approval of the governing body of the City of Universal City, Texas (the "City"); and,

WHEREAS, the Board finds, pursuant to Texas Local Government Code Subtitle C1, including Section 505.155, thereto, that improvement of an existing commercial structure is a required and suitable project for the promotion and development of a new or expanded commercial enterprises; and

WHEREAS, the Board finds the development of the Project may be best facilitated by entering into a Performance Agreement, as authorized by Texas Local Government Code Section 501.158, and the creation of jobs; and

WHEREAS, the Board finds it to be fair and equitable to reimburse Mall-litto for a portion of the improvement costs after all permits have been closed by the City's Development Services Department; and

WHEREAS, as provided in the Performance Agreement the economic development incentive shall be reimbursed to the property owners after the renovation project has been completed and all permits closed out.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE UNIVERSAL CITY INDUSTRIAL DEVELOPMENT CORPORATION 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. The Performance Agreement, and attachments thereto including but not limited to the Unimproved Property Contract, is hereby approved in substantial form as Attachment "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 3. Dick Crow, in his capacity as the President of the Universal City Economic Corporation, is hereby authorized and directed to take actions, including the execution of contracts that are in substantial form as Exhibit "A" and contract and all other agreements, instruments or documents, reasonably necessary to facilitate the purpose of this Resolution.

CONSENT AGENDA

SECTION 5. This Resolution is effective upon passage.

DULY RESOLVED AND ADOPTED by the Board of Directors of the Universal City Economic Development Corporation, this 11th day of January 2024.

UNIVERSAL CITY ECONOMIC
DEVELOPMENT CORPORATION

Richard “Dick” Crow, President

ATTEST:

Roland Hinojosa, Corporate Secretary

PERFORMANCE AGREEMENT

This Agreement is by and between the UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION, hereinafter referred to as “UCEDC”, a Texas Corporation, and between Mall-litto, hereinafter referred to as “Contracting Parties”, is as follows:

WITNESSETH

WHEREAS on the 11th day of January 2024, Contracting Parties made application to the UCEDC for assistance in accomplishing an economic development improvement project for its property located in Universal City, Texas, a copy of which is attached hereto and marked Exhibit “A” and incorporated herein for all purposes; and

WHEREAS the UCEDC has considered the same and is of the opinion that a grant should be made, conditioned upon certain agreements of the parties; and

WHEREAS the Contracting Parties has agreed to all of the conditions as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I REPRESENTATIONS AND WARRANTIES

1.1 Representations of Contracting Party. Contracting Parties are individuals and corporations and hereby make the following representations, warranties, and covenants to Universal City and the UCEDC as of the Effective Date:

- (a) Authorization. The execution, delivery, and performance by Contracting Parties of this Agreement will not result in the breach of or constitute a default under any loan or credit agreement, or other material agreement to which Contracting Parties is a party or by which Contracting Parties or its material assets may be bound or affected. The execution of this Agreement by Contracting Parties does not require any consent or approval that has not been obtained, including without limitation the consent or approval of any Governmental Authority.
- (b) Enforceable Obligations. All documents executed by Contracting Parties pursuant hereto, and all obligations of Contracting Party hereunder and thereunder are enforceable against Contracting Parties in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditor's rights generally, and by general equity principles regardless of whether such enforcement is considered in a proceeding in equity or at law).
- (c) No Legal Bar. The execution and delivery of this Agreement and the performance of its obligations hereunder by Contracting Parties will not conflict with any provision of any law, regulations, or Governmental Rules to which Contracting Parties are subject or conflict with, or result in a breach of, or constitute a default under any of the terms, conditions or provisions of any agreement or instrument to which Contracting Parties are a party or by

CONSENT AGENDA

which it is bound or any order or decree applicable to Contracting Parties.

- (d) Litigation. There are no legal actions or proceedings pending or, to the knowledge of Contracting Parties, threatened against Contracting Parties which, if adversely determined, would materially and adversely affect the ability of Contracting Parties to fulfill its obligations under this Agreement or the financial condition, business, or financial or business prospects of Contracting Parties.
- (e) Documents. All documents made available by Contracting Parties to Universal City and the UCEDC including without limitation all financial documents relating to Contracting Party are true, correct, and complete copies of the instruments which they purport to be and accurately depict the subject matter addressed therein.
- (f) Knowledge. Contracting Parties have no knowledge of any facts or circumstances which currently evidence, or with the passage of time would evidence, that any of the representations made by Contracting Parties under this Agreement are in any way inaccurate, incomplete, or misleading.

1.2 **Disclaimer.** CONTRACTING PARTIES ACKNOWLEDGES THAT, EXCEPT FOR UNIVERSAL CITY'S AND THE UCEDC'S EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED WITHIN THIS AGREEMENT, IF ANY, NEITHER UNIVERSAL CITY, THE UCEDC, NOR ANY EMPLOYEE, OFFICER, ELECTED OFFICIAL, REPRESENTATIVE, OR AGENT OF UNIVERSAL CITY OR THE UCEDC, NOR ANY RELATED PARTY OF UNIVERSAL CITY OR THE UCEDC, HAS MADE ANY REPRESENTATION OR WARRANTY WHATSOEVER (WHETHER EXPRESS OR IMPLIED) REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, OTHER THAN THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, IF ANY.

1.3 The Contracting Parties agree to all the terms and conditions of UCEDC Economic Development Improvement Program to the satisfaction of the UCEDC in the UCEDC's sole discretion.

1.4 The Contracting Parties agree to all terms and conditions of UCEDC Economic Development Improvement Program as outlined in the application as well as the program itself.

1.5 The Contracting Parties agree to comply in all things with the Texas Local Government Code Section §501.158 and Texas Local Government Code Sections §2264.051, §2264.052 and §2264.053.

1.6 The Contracting Parties represent and warrant to the UCEDC that the following is a schedule of additional payroll or jobs to be created or retained and capital investment to be made as a condition of receiving the consideration agreed to:

The UCEDC will reimburse after all permits have been closed out up to \$_____ for the project at 12000 E. Loop 1604 #112 provided Mall-litto spend \$8,120 on signage for the existing structure(s) at 12000 E. Loop 1604 #112 and agrees not to hire any undocumented workers.

CONSENT AGENDA

1.7 The UCEDC and Contracting Parties represent and warrant to the UCEDC that it does not now nor will it knowingly employ an undocumented worker.

1.8 The Contracting Parties further agrees that after receiving said assistance from the UCEDC if the business, a branch, division or department of the business is convicted of a violation under 8 USC Section §1324(a)(f), the Contracting Parties shall repay the amount of the grant, with interest, at the rate and according to the other terms provided by an agreement under Section §2264.053 of the Texas Local Government Code, not later than the 120th day after the date the UCEDC notifies the business of the violation.

1.9 The parties additionally agree that in compliance with Section §2264.055 of the Texas Local Government Code, the Contracting Parties shall pay interest on the grant money at the rate of six percent (6%) per annum compounded annually in addition to refunding the money as set forth above.

ARTICLE II
INDEMNIFICATION, ATTORNEYS' FEES, AND OTHER REMEDIES

2.1 CONTRACTING PARTIES COVENANT AND AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS UNIVERSAL CITY, THE UCEDC, AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS, REPRESENTATIVES, AND AGENTS OF UNIVERSAL CITY AND THE UCEDC (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITIES, AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE INDEMNIFIED PARTIES, DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO CONTRACTING PARTY'S ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTING PARTY, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT, CONTRACTOR, OR SUBCONTRACTOR OF CONTRACTING PARTY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS, AND REPRESENTATIVES, WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO UNIVERSAL CITY AND THE UCEDC UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE INDEMNIFIED PARTIES AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTING PARTY SHALL PROMPTLY ADVISE UNIVERSAL CITY AND THE UCEDC IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE INDEMNIFIED PARTIES OR CONTRACTING PARTY KNOWN TO CONTRACTING PARTIES AND RELATED TO OR ARISING OUT OF CONTRACTING PARTY'S ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTING PARTY'S COST. THE INDEMNIFIED PARTIES SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTING PARTY OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH. CONTRACTING PARTIES FURTHER AGREE TO DEFEND, AT THIER OWN EXPENSE AND ON BEHALF OF THE INDEMNIFIED PARTIES AND IN THE NAME OF THE APPLICABLE INDEMNIFIED PARTY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE INDEMNIFIED PARTIES IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR

CONSENT AGENDA

DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE. CONTRACTING PARTY'S OBLIGATIONS UNDER THIS SUBSECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

2.2 Independent Operator. It is expressly understood and agreed that Contracting Parties are and shall be deemed to be an independent operator responsible to Universal City and the UCEDC for its respective acts or omissions and that Universal City and the UCEDC shall in no way be responsible therefore.

2.3 Attorneys' Fees and Expenses. In the event that Contracting Parties should default under any of the provisions of this Agreement and Universal City or the UCEDC should employ attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement on the part of Contracting Parties herein contained, Contracting Parties agree to pay to Universal City and the UCEDC reasonable fees of such attorneys and such other expenses so incurred by Universal City and the UCEDC.

2.4 Non-Waiver of Remedies. No remedy herein conferred upon or reserved to Universal City or the UCEDC is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

2.5 Waiver of Consequential Damages. Contracting Parties waive all present and future claims for consequential damages against Universal City and the UCEDC and the appointed or elected officials, members, agents, employees, officers, directors, and representatives of Universal City and the UCEDC arising from or related to this Agreement, and such waiver shall survive any termination of this Agreement.

2.6 Release of Existing Claims. CONTRACTING PARTIES, ON BEHALF OF ITSELF AND ITS MEMBERS, MANAGERS, OFFICERS, AND DIRECTORS HEREBY RELEASES ANY AND ALL CURRENTLY EXISTING CLAIMS OF EVERY KIND OR CHARACTER WHICH CONTRACTING PARTIES HAVE OR MAY HAVE UNDER OR PURSUANT TO THIS AGREEMENT AGAINST UNIVERSAL CITY, THE UCEDC, OR THEIR RESPECTIVE APPOINTED OR ELECTED OFFICIALS, MEMBERS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES, INDIVIDUALLY AND COLLECTIVELY.

ARTICLE III MISCELLANEOUS

3.1 Binding Agreement; Assignment. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto. This Agreement may not be assigned by Contracting Parties without the prior written consent of Universal City and the UCEDC.

3.2 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to, and shall not be deemed to, create a partnership or joint venture among the Parties.

CONSENT AGENDA

3.3 The parties further agree that this agreement shall be performed in conformance with the laws of the State of Texas and shall be performable in Bexar County, Texas.

3.4 The parties further agree that this Agreement shall be binding upon the respective parties, their successors, assigns, heirs and administrators.

**UNIVERSAL CITY ECONOMIC
DEVELOPMENT CORPORATION:**

CONTRACTING PARTIES:

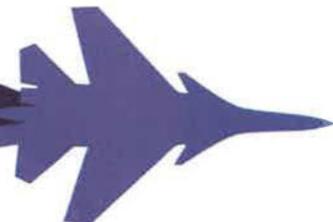
BY: _____
Richard "Dick" Crow
UCEDC President

Mall-Litto
Dania Contreras, Owner
Karina Henriquez Owner

DATE: _____

DATE: _____

APPLICATION



PARTICIPANT

Name: Dania Contreras - Karina Henriquez

Building Owner (s)

Tenant

Premier Alamo Investment Group Dania Contreras
Amir Mithani Karina Henriquez

Daytime Phone # [REDACTED] or [REDACTED]

Email Mallitto210@gmail.com

Business Name Mall - Litto

Business/Building Address 12000 E. LOOP #1504 # 112 Universal City
78148

Is the building owner interested in making improvements?

Yes No

BUILDING OWNER

Name Premier Alamo Investment Group - Amir Mithani
(if partnership, corporation, etc, list each officer name and title)

Address P.O Box 592591 San Antonio Tx. 78259

Daytime Phone # [REDACTED]

Does building owner have a business in the building? Yes No

If yes, what is the business name? _____

OTHER BUSINESSES IN BUILDING

Please list other businesses in building and check those interested in participating in the Storefront Improvement Program:

Name of Business

Name of Owner

CONSENT AGENDA

Signatures

I have read and agree to the terms and conditions set forth above. I understand that my project will be evaluated and recommendations made as to the scope of work to be included in the Storefront Improvement Program. I understand that the submittal of this application in no way guarantees me a grant from the Universal City Industrial Development Corporation. I understand that additional information may be requested as needed. The Universal City Industrial Development Corporation reserves the right to reject any and all applications at its sole discretion.

If property is owned by a corporation, partnership, or joint venture, an individual legally authorized to represent the entity must sign below on behalf of the entity.

<u>D. Contreras</u>	<u>12-28-23</u>	<u>Amir Mithani</u>	<u>12-28-23</u>
Signature of Applicant	Date	Signature of Building Owner	Date
<u>"[Signature]"</u>	<u>12-28-23</u>	<u>Amir Mithani</u>	<u>Owner</u>
Signature of Applicant	Date	Building Owner	Title

Checklist

- Attend Pre-Application Meeting with City Staff
- Complete Storefront Improvement Program Application
- Submit an Outline and/or Illustration of Proposed Improvements
- Submit 3 bids / quotes for project scope
- Property Owners: Show Certificate of Ownership
- Or Tenants: Obtain Property Owner's Letter of Authorization
- Proof of Insurance (Contractor's responsibility when permits are obtained)
- Proof of Contractor's License (Contractor's responsibility when permits are obtained)
- Provide Two 4 x 6 Photos of existing storefront or building interior

Return the completed application, attachments, photos, and related materials to:

Universal City Economic Development Corporation
Attn: UCEDC Storefront Improvement Program
2150 Universal City Blvd
Universal City, TX 78148

CONSENT AGENDA

UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION

Kristin Mueller, Director of Economic Development

(210) 659-0333 ext 701

DEVELOPMENT SERVICES DEPARTMENT

Michael Cassata, Development Services Director

(210) 659-0333 ext 720

PERMIT QUESTIONS, CONTRACTOR REGISTRATION, ETC.

Linda Iglehart, Administrative/Code Compliance Officer

(210) 659-0333 ext 723

INSPECTIONS

(210) 659-0333 ext 444

EVALUATION OF REQUEST (FOR OFFICIAL USE ONLY)

1. Pre-Application Meeting Yes No
2. Date of site visit _____
3. Photographs taken _____
4. Orientation of property N S E W
5. Condition of structure Excellent Good Fair Poor
6. Number of stories _____
7. Exterior building materials _____
8. 3 bids/quotes for project scope Yes No
9. Other information _____



EVALUATION FORM



Below is the evaluation criteria and point system that will be used to judge each of the submitted Storefront Improvement Program Projects.

EVALUATION FACTOR

SCORE

POSSIBLE POINTS

Professional Quality of Design

10

Consistency of design with business activity

20

Proposed improvements are sufficient to improve the aesthetics of the building

30

Improvement of property will significantly impact the revitalization efforts of the city

40

TOTAL SCORE

/ 100

NOTES

STOREFRONT IMPROVEMENT PROGRAM CHECKLIST

- Attend Pre-Application Meeting with City Staff**
- Complete Storefront Improvement Program Application**
- Submit an Outline and/or Illustration of Proposed Improvements**
- Submit 3 bids / quotes for project scope**
- Property Owners: Show Certificate of Ownership**
Or Tenants: Obtain Property Owner's Letter of Authorization
- Proof of Insurance (Contractor's responsibility when permits are obtained)**
- Proof of Contractor's License (Contractor's responsibility when permits are obtained)**
- Provide Two 4 x 6 Photos of existing storefront or building interior**

CONTACT INFORMATION

UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION
Kristin Mueller, Director of Economic Development

(210) 659-0333 ext 701

DEVELOPMENT SERVICES DEPARTMENT
Michael Cassata, Development Services Director

(210) 659-0333 ext 720

PERMIT QUESTIONS, CONTRACTOR REGISTRATION, ETC.
Linda Iglehart, Administrative/Code Compliance Officer

(210) 659-0333 ext 723

INSPECTIONS

(210) 659-0333 ext 444



CONSENT AGENDA



New payment request from TSW GRAFIX LLC - invoice 1309

1 mensaje

TSW GRAFIX LLC <quickbooks@notification.intuit.com>
Responder a: tswgrafxllc@gmail.com
Para: dania.contreras.dc@gmail.com

mar, 26 de dic de 2023 a la hora 9:41 p. m.

INVOICE 1309 DETAILS



TSW GRAFIX LLC

DUE 01/25/2024

\$8,118.75

[Review and pay](#)

Powered by QuickBooks

Dear Dania Contreras,

We appreciate your business. Please find your invoice details here. Feel free to contact us if you have any questions.

Have a great day!
TSW GRAFIX LLC
210-910-7100

CONSENT AGENDA

CONSENT AGENDA

Bill to

Dania Contreras
Mall Litto Thrift Store

Terms

Net 30

Custom Signage

\$6,250.00

Create a set of channel letters to read

Mall Litto Thrift Store

individually mounted letters on a backplate with halo lighting

1 X \$6,250.00

Pylon Reface

\$1,250.00

Reface existing panels

- Measure panels
- Print translucent film for lighting
- Install at location
- 2 small faces
- 2 bigger face

1 X \$1,250.00

Tax

\$618.75

Sales Tax

1 X \$618.75

Balance due \$8,118.75

CONSENT AGENDA

CONSENT AGENDA

Review and pay

TSW GRAFIX LLC

647 Enrique M Barrera Pkwy TX US

tswgrafxllc@gmail.com

If you receive an email that seems fraudulent, please check with the business owner before paying.



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CONSENT AGENDA

CONSENT AGENDA



13111 Lookout Run,
San Antonio, 78233
Cell: 210-872-1175
Office: 210-281-8888

Date: 12/27/23

Job # 855

Rep: Bobby

email bobbyprcustomsigns@gmail.com

Quotation and Purchase Contract

Client Billing Information

Job Location

**Mall Litto
Dania**

**12000 E. Loop 1604 N. Suite 112
Universal City, TX 78148**

Phone: [REDACTED]

Specification & Estimates For:

Description	Amount
<p>Manufacture and install a set of channel letters with leds installed behind backer panels. Price includes both pylon signs.</p> <p>“See Attachment”</p> <p>A deposit of \$4,608.21 will be required at signing and the remaining balance of \$4,608.20 due when installation is completed.</p> <p>There is a 3yr warranty on vinyl and all electrical includes LABOR.</p> <p><input type="checkbox"/> Timer \$280.00 <input type="checkbox"/> Photocell \$150.00</p>	<p>\$8,514.00</p>

<p>* Please Make all Checks Payable to Pedro Ramos * Out of State Taxes Are The Responsibility of the Client * An Intial Deposit is Required at Time of Contract Signing <input type="checkbox"/> The Sign Is Property Of Pr Custom Signs And Subject To Repossession Until The Contract Has Been Payed In Full. Primary Electric Service And Connection To The Sign Including: Timers, Photo cells, Switches And/or Other Controls Required By Local City Ordinances Are To Be Paid At The Customers Own Expense. * Installation Portion Of This Estimate Is Based On Adequate Access To Front And Backside Of The Installation Area. * Installation Above Ceiling Line May Require Roof Repair And Is The Responsibility Of The Client. ** This Proposal Becomes A Contract Upon Acceptance And Subject To All Terms And Conditions.</p>	Subtotal	\$8,514.00
	Sales Tax	\$702.41
	Permit	included
	Total	\$9,216.41

This Agreement is Accepted & Approved By:

Customer Signature: _____	Sales Account Rep _____	Date: _____
Date: _____	Management Approval _____	Date: _____

CONSENT AGENDA



2411 N E Loop 410 ste.#106
 San Antonio, TX 78217
 (210) 651-7333

CONSENT AGENDA

ESTIMATE
EST-2022

Sea Signs Corporation

Payment Terms: Cash Customer

Created Date: 12/26/2023

DESCRIPTION: Pylon Sign

Bill To: Mall Litto
 12000 E Loop 1604 N
 Universal City, TX 78148
 US

Pickup At: Signarama
 2411 N E Loop 410 ste.#106
 San Antonio, TX 78217
 US

Requested By: Dania Contreras
 Email: [REDACTED]
 Cell Phone: [REDACTED]

Salesperson: House Signarama

NO.	Product Summary	QTY	UNIT PRICE	TAXABLE	AMOUNT
1	Set up	1	\$40.00	\$40.00	\$40.00
1.1	Initial Setup - - 645: null - Retail Price: \$40.00				
2	Pylon sign	2	\$1,421.44	\$2,842.88	\$2,842.88
2.1	Polycarbonate White 3/16" - Part Qty: 1 Width: 192.00" Height: 48.00" Sides: 1				
3	Channel Letters	1	\$6,337.00	\$6,337.00	\$6,337.00
3.1	Channel Letters.Internally Illuminated Sheet metal 3-dimensional sign. - - 645: null - Retail Price: \$6337.00				
4	Window Graphics	1	\$35.52	\$35.52	\$35.52
4.1	Window Lettering - Part Qty: 1 Width: 24.00" Height: 18.00" - Color: white				
5	Permits	1	\$350.00	\$350.00	\$350.00
5.1	Permit Process and Application of Electric - - 645: null - Retail Price: \$350.00				
5.2	Install/Permit (to be determined at city cost + 40%) - - 645: null				
6	Installation of Window Graphics	1	\$27.50	\$27.50	\$27.50

CONSENT AGENDA

6.1	Installation - - # of Hours: 0.25				
7	Installation of Pylon sign and Channel Letters	1	\$1,650.00	\$1,650.00	\$1,650.00
7.1	Install of Electrical Sign - - # of Hours: 6				

Regarding production of custom signs, this estimate is valid based on information from client about the project requirements. Changes by the client after proof and quote approval may result in a change to the price of the produced signs.

Subtotal:	\$11,282.90
Taxable Amount:	\$11,282.90
Taxes:	\$930.84
Grand Total:	\$12,213.74
Deposit Required:	\$6,106.87

1 Year Warranty on labor and parts, 3 year warranty on parts for lightbox

Get this for as little as \$451.91 per month. Ask us for details.

The Estimate is based on current information from client about the project. Actual cost may change once project elements are finalized. Client agrees that sign service & repair will add on the cost of ballast, LED lights, lamps, sockets, wiring and other components to restore sign illumination as needed only. Client must request and approve complete replacement of lamps. Client may choose to pay for a site survey wherein we will inspect the sign illumination and will provide an itemized list of replacement components the sign needs.

Signature: _____ **Date:** _____

THE SIGN EXPERTS

INVOICE

NAME	Dania Contreras	COMPANY/FILE NAME	Mall Litto Thrift Store		
STREET		CITY	STATE	ZIP	
PHONE:		FAX/EMAIL:			

SALES PERSON	ORDER DATE	*DUE DATE	TERMS	SHIPPING	JOB NO.	P.O. NO.

* DUE DATES ARE ESTIMATED ONLY AND NOT GUARANTEED. ACTUAL COMPLETION DATE MAY VARY DEPENDING ON WORK-LOAD AND CIRCUMSTANCES OUTSIDE OF OUR CONTROL.

QTY.	DESCRIPTION	UNIT	TOTAL
1	Channel letters with leds FRONT LIT		6500.00
2	Pylon sign reface NEW PANELS		3200.00
1	Installation & permit		1295.00

PROOF, DESIGN & DEPOSIT TERMS AND CONDITIONS

- First three proofs are free. Each additional proof is \$15.00. NO EXCEPTIONS.
- Proof, design, typesetting & deposit fees are NON-REFUNDABLE. NO EXCEPTIONS.
- By proceeding with this transaction, customer understands and agrees with said terms and conditions.

- CUSTOMER HAS REVIEWED AND APPROVES THE PROOF/DESIGN FOR THE ABOVE JOB. Customer accepts design "as is". No changes, adjustments or corrections, of any kind, permitted to this job (this includes spelling "errors").
- CUSTOMER DOES NOT wish to review or proofread the above job/design. Customer will accept finished product "as is". No changes, adjustments or corrections, of any kind, permitted to finished product (this includes spelling "errors").

EFFECTIVE JANUARY 1, 2009, all orders & finished products are considered "active" for 60 days from order date. After 60 days, all orders and finished products that are not picked up WILL BE CONSIDERED CANCELLED AND DISPOSED OF IMMEDIATELY. ALL COLLECTED PAYMENTS AND DEPOSITS ON THESE "CANCELLED" ORDERS ARE NON-REFUNDABLE. NO EXCEPTIONS. Lack of communication and/or lack of activity from customer within 60 days of order date will also be considered "cancelled".

THE SIGN EXPERT DOES NOT GUARANTEE COLOR MATCHING OR COLOR FINISHING.

ALL COLORS demonstrated in proofs WILL VARY on finished product. Colors on finished products will be the "closest" match that we can reproduce. NO REFUNDS & NO REPRINTS on color "disputes" -NO EXCEPTIONS. This policy also applies to customer supplied files. By proceeding with transaction (or deposit), customer understands AND agrees with this policy.

ALL RETURNED CHECKS require payment within 5 working days of notice. A \$25 RETURNED CHECK FEE APPLIES. All unpaid checks filed with the District Attorney's Office for collection. ALL SALES ARE FINAL, NO EXCEPTIONS. NO REFUNDS ON DEPOSITS. No Warranties. Estimates good for 15 days ONLY.

SUBTOTAL	10995.00
TAX	907.09
SHIPPING	
TOTAL	11,902.08

DEPOSIT	
BALANCE	

NOTES:

Thank you for your business!

CONSENT AGENDA

Premier Alamo Investment LLC, LP

P.O.BOX 592591

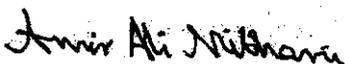
San Antonio, TX 78259

December 28, 2023

This is to verify that Dania Rosibel Contreras Cartagena & Karina L Henriquez dba Mall-Litto is our Tenant at Kitty Hawk Shopping Center, 12000 E Loop 1604 N Suite # 112, Universal City, TX 78148.

They are having Store Front & Pyon signs for their business installed at above location, which as Landlord of Kitty Hawk Shopping Center we are approving it.

If you have any questions or need any other information, please do not hesitate to contact undersigned.


Amir Ali Mithani

Manager

Kitty Hawk Shopping Center



KITTY HAWK
EST. 1984

CASH STORE

LEE'S KITCHEN

DAYLILY • LASHES
BEAUTY BAR

AT&T

THE DOG WASHER

MALL LITTO
THRIFT STORE
DONATION CENTER

STREET PHOTOGRAPHY

ABSOLUTE LIQUOR

ROCK 'N ROLL IT
SMOKE & VAPE & HEMP

LEASING INFO

KITTY HAWK
AT 1604

MALL LITTO
THRIFT STORE
DONATION CENTER

ROCK 'N ROLL IT
SMOKE & VAPE & HEMP

CASH STORE
TITLE LOANS & CASH ADVANCES



MALL-LITTO THRIFT STORE - Internally Led Lighted Channel Letters

SCOPE OF WORK:

CHANNEL LETTERS WITH BLACK RETURNS .063
FRONTS TO BE POLYCARBONATE FACES AND INTERNALLY ILLUMINATED WITH LEDS
INSTALL EACH CHANNEL LETTER INDIVIDUALLY MOUNTED FLUSH MOUNTED
USING 3/8 NON FERROUS BOLTS.

LETTERS TO BE INTERNALLY ILLUMINATED W/ SOLAN LED WHITE BRIGHT WHITE LED'S
UL LISTED

NOTE: TAGLINE TO BE SAN DEPTH AS LETTERS. //// Colors We dont color Match No exception.

Client Approval/Date:

Landlord Approval/Date:

647 Old Hwy 90,
San Antonio, TX. 78237
210.910.7100
Email: deangelocarrillo@gmail.com

Revisions:
1) _____

Account Rep: **TSW GRAFX**

Project Manager: **DAC**

Drawn By: **TSW GRAFX**

Project / Location:

ALL ELECTRICAL WORKS ARE TO COMPLY WITH U.S.A. AND ARTICLE 408 OF THE N.E.C. STANDARDS, INCLUDING THE PROPER SIZING AND BONDING OF ALL WIRING.

This original drawing is provided as part of a planned project and is not to be exhibited, copied or reproduced without the written permission of

TSW GRAFX

Colors Depicted In This Rendering May Not Match Actual Material Finishes. Refer To Product Samples For Exact Color Match.

Job Number: **00-00000-00**

Date: **12/15/2023**

Sheet Number: **01** of **01**

Design Number: **00-00000-R2**
LTRS / TAGLINE

RESOLUTION NO. 967-2024

A RESOLUTION OF THE CITY OF UNIVERSAL CITY AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 110-118 E. BYRD BOULEVARD, UNIVERSAL CITY, TEXAS, BY THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION, FOR PROJECTS TO PROMOTE NEW OR EXPANDED BUSINESS DEVELOPMENT

WHEREAS, The City Council of the City of Universal City recalls that the Universal City Economic Development Corporation (UCEDC), in November, 2020, issued Sales Tax Revenue Bonds in order to undertake various projects that have been found to promote new or expanded business development, and which was subsequently approved by the City Council on November 23, 2020; and

WHEREAS, The UCEDC has negotiated for the purchase of real property consisting of approximately .3071 acres and located at 110-118 E. Byrd in Universal City, Texas, and as provided in substantial form by the contract in Exhibit A to this Resolution (the “Property”), as a part of projects to develop and revitalize the “Aviation District” in order to promote new or expanding business development; and,

WHEREAS, The City Council finds that the UCEDC passed a resolution accepting the offer to purchase the Property, as shown as Exhibit B to this resolution; and

WHEREAS, The City Council further finds that the purchase of the Property by the UCEDC will effectuate the projects’ aims of rehabilitating existing structures, acquiring property for future sale or lease to new or expanding businesses, and creating a town plaza, and as such promoting new and expanded business development and thereby serving a public purpose and providing a benefit to the City.

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

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

Section 2. That the purchase of the Property presented and approved in the UCEDC Resolution is approved.

FIRST READING PASSED AND APPROVED ON THIS THE 16TH DAY OF JANUARY 2024.

SECOND READING PASSED AND ADOPTED THIS 7TH DAY OF FEBRUARY 2024.

CITY OF UNIVERSAL CITY, TEXAS
 APPROVED:

 John Williams, Mayor

ATTEST:

 Maribel Garcia, Deputy City Clerk

CITY OF UNIVERSAL CITY

Date: 06 February 2024

TO: City Council

FROM: Kim M. Turner, City Manager

SUBJECT: Interlocal Cooperative Agreement for the Tri-County Fraud Task Force

Historical Background

The Tri-County area consists of entities in Bexar, Comal, and Guadalupe counties. In 2016-2017, the Tri-County law enforcement agencies saw a significant uptick in financial crimes, fraud, and mail theft. The counties and the cities were found to be behind the curve on how to investigate and mitigate these labor-intensive crimes. Thanks to various agencies, the US Postal Inspection Service, and many others, a multijurisdictional task force was created and developed to investigate, educate, and prevent fraud and financial crimes. The statistical data from the last two years shows the occurrence of only one joint multijurisdictional investigation. Furthermore, it has become more evident that the crime trends have shifted to more complex frauds, which is not what the task force is set up to investigate. In short, the current Interlocal Agreement (ILA) has become obsolete due to new legislative updates, and the current task force has outlived its usefulness as an investigative entity. The agencies involved are requesting that each participating entity provide the required 90-day notice indicating their intention to dismantle the Fraud Task Force.

Action Requested

Authorize Mayor Williams to sign the City's letter indicating Universal City's intent to remove itself from the Interlocal Agreement and authorize the dismantling of the Tri-County Fraud Task Force.

Procurement Methodology

This is a cooperative agreement between the agencies and requires no procurement by the City.

Source and Amount of Funding

This is an administrative task only and requires no funding.

Staff Recommendation

Approve the letter indicating the City's intent to remove itself from the Interlocal Cooperative Agreement for the Tri-County Fraud Task Force.



07 February 2024

Sgt. Detective Robert Wagner
Selma Police Department (CID), Task Force Officer
9375 Corporate Drive, Selma Texas 78154

RE: Cancellation of the Interlocal Cooperative Agreement for the Tri-County
Fraud & U.S. Secret Service South Texas Regional Task Force

On 06 February 2024, The Universal City Council authorized the 90-day
cancellation notice indicating Universal City's intent to no longer participate in the
above referenced Fraud Task Force. Please accept this letter as Universal City's
90-day advance written notice as required per Section 11 of the attached Interlocal
Cooperative Agreement.

If you have any questions or need further action, do not hesitate to contact City
Manager Kim Turner at 210-619-0705 or by email at CityManager@UCTX.Gov.

Sincerely,

John Williams
Mayor

Attachment: Interlocal Cooperative Agreement

RESOLUTION NO. 18-R-96

A RESOLUTION BY GUADALUPE COUNTY, TEXAS AUTHORIZING PARTICIPATION IN AN INTERLOCAL COOPERATIVE AGREEMENT WITH THE CITIES OF CIBOLO, LIVE OAK, UNIVERSAL CITY, AND SELMA, AND BEXAR COUNTY AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Parties recognize the vulnerability of the people and communities located in the cities of Cibolo, Live Oak, Schertz, Selma, Universal City and Bexar, Guadalupe and Comal Counties to damage, injury, and loss of life and property resulting from criminal activity and enforcement of laws that may present equipment and manpower requirements beyond the capacity of each individual Party; and

WHEREAS, the Parties must confront the threats to public health and safety posed by possible criminal activity capable of causing severe damage to property and danger to life; specifically in the area of fraud to include Fraudulent Use of Possession of Identifying Information, Misapplication of Fiduciary Property, Forgery and Credit Card or Debit Card Abuse; and

WHEREAS, the Parties to this Interlocal Agreement recognize that it is in the best interests of themselves and their citizens to create a plan to foster communications and the sharing of resources, personnel and equipment in the event of such criminal activity and enforcement of laws; and

WHEREAS, the governing officials of the Parties desire to secure for each Party the benefits of the Interlocal Agreement for the protection of life and property in the investigation of criminal activity and enforcement of laws; and

WHEREAS, the Parties wish to make suitable arrangements for furnishing assistance in coping with criminal investigations and enforcement of laws and are so authorized and make this Agreement pursuant to Chapter 791, Texas Government Code (Interlocal Cooperation Act); and Chapter 362, Local Government Code; and

WHEREAS, the Parties recognize that a formal Interlocal Agreement would allow for better coordination of effort, would provide that adequate equipment, facilities and manpower is available, and would help ensure that assistance is accomplished on an as requested basis and thus desire to enter into an agreement to provide assistance; and

WHEREAS, it is expressly understood that any Mutual Aid extended under this Agreement and the operational plans adopted pursuant thereto, is furnished in accordance with the Chapter 362, Local Government Code, and other applicable provisions of law.

NOW THEREFORE BE IT RESOLVED BY GUADALUPE COUNTY, TEXAS THAT:

Section 1. The County hereby authorizes the Guadalupe County Judge and the Sheriff of Guadalupe County to execute the Agreement with the Cities of Cibolo, Live Oak, Schertz, Selma, Universal City and Bexar County in substantially the form set forth on Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the County.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the County hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution 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 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

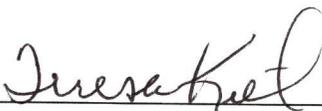
PASSED AND ADOPTED, this 5 day of March, 2019.

GUADALUPE COUNTY, TEXAS



KYLE KUTSCHER, COUNTY JUDGE

ATTEST:



TERESA KIEL, GUADALUPE COUNTY CLERK

EXHIBIT A

INTERLOCAL AGREEMENT

TRI-COUNTY FRAUD TASK FORCE INTERLOCAL COOPERATION AGREEMENT

STATE OF TEXAS

KNOW ALL PERSONS BY THESE

PRESENTS:

COUNTIES OF GUADALUPE, BEXAR & COMAL

1. PARTIES & JURISDICTION:

Jurisdiction: Bexar County, Guadalupe County, Comal County

Parties: Bexar County acting through its Commissioners Court and Sheriff and the City of Selma, Texas - City of Schertz, Texas - City of Live Oak, Texas - City of Cibolo, Texas - City of Universal City, Texas acting through its duly authorized City Manager / Administrator .

2. OFFICIAL PARTICIPATING LAW ENFORCEMENT AGENCIES:

The Bexar County Sheriff's Office, Schertz Police Department, Selma Police Department, Live Oak Police Department, Universal City Police Department and the Cibolo Police Department.

(a) FEDERAL SUPPORTING AGENCIES: United States Postal Service, United States Homeland Security Investigations

3. EFFECTIVE DATE OF AGREEMENT: January 1, 2018

4. STATUTORY AUTHORIZATION:

Pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791 (the "Act"), as amended, cities, counties, special districts, and other legally constituted political subdivisions of the State of Texas are authorized to enter into inter-local contracts and agreements with each other regarding governmental functions and services as set forth in the Act.

Each of the Parties provide law enforcement services to the citizens of their respective jurisdictions; and

Chapter 362, Sec. 362.001 et seq., Texas Local Government Code, authorizes a county or municipality by resolution of its governing body to enter into an agreement with any neighboring municipality or contiguous county for the formation of a mutual aid law enforcement task force to cooperate in the investigation of criminal activity and enforcement of the laws of this State.

5. GRANTS OF AUTHORITY:

(a) For law enforcement purposes associated with this Agreement, officers of the listed Police Departments are granted full peace officer authority throughout Bexar, Comal & Guadalupe Counties.

(b) For law enforcement purposes associated with this Agreement, officers of the listed Sheriff s Office are granted full peace officer authority within such portions of the City of Selma, Schertz, Universal City, Live Oak, Cibolo.

6. DESIGNATION OF TASK FORCE: Tri-County Fraud Task Force (the "Task Force") is initially designated to consist of the following personnel:

(a) From the Bexar County Sheriff's Office: one (1) deputy (rank to be determined by Sheriff)

(b) From the Live Oak Police Department: one (1) officer (rank to be determined by Chief of Police).

(c) From the Selma Police Department: one (1) officer (rank to be determined by Chief of Police).

(d) From the Schertz Police Department: one (1) officer (rank to be determined by Chief of Police).

(e) From the Cibolo Police Department: one (1) officer (rank to be determined by Chief of Police)

(f) From the Universal City Police Department one (1) officer (rank to be determined by Chief of Police).

(g) Additional agencies: In the event of additional agencies entering into this agreement, an officer from the Sheriff's Department or Police Department of such additional agency will be added to the Task Force by appointment of the presiding officer of such department.

7. TASK FORCE SUPERVISION:

The participating Police Chiefs and the Sheriffs shall designate one member from their respective agencies to vote for the Task Force Commander. Task Force personnel shall report to and be supervised by the Task Force Commander, who shall report to the County Sheriffs of the participating Counties and the participating Police Chiefs of participating Cites. The Task Force Commander will be responsible for providing each participating agency with a quarterly report of Task Force operations.

(a) The supervision of the Task Force will be the responsibility of the Task Force Commander. Supervision and guidance of Task Force operations and decisions on assignment of personnel and other administrative matters shall be made jointly by the Task Force Commander and County Sheriffs and Police Chiefs of participating agencies or their appointed Task Force liaison.

8. TASK FORCE RESPONSIBILITIES:

(a) The Task Force shall conduct investigations and enforcement activities pertaining to violations of local, state, and federal laws and regulations, and other activity associated with the violations.

(b) The Task Force shall cooperate with other law enforcement agencies in the investigation of criminal cases, and in the seizure and disposition of assets under state and federal asset forfeiture laws and regulations, in accordance with agreements approved by the County Sheriffs and Police Chiefs of participating agencies.

(c) The Task Force shall cooperate with the Bexar, Guadalupe and Comal County Criminal District Attorneys, other District Attorneys, and United States Attorneys in the prosecution of criminal cases and in the disposition of forfeited assets, in accordance with agreements approved by County Sheriffs and Police Chiefs of participating agencies and respective prosecutors.

9. TASK FORCE OPERATIONS

(a) The Task Force would be a part time Task Force allowing participating officers and deputies to maintain their regular duties within their respected agencies and only be activated when the Task Force threshold is met

The Task Force will operate on referrals from each participating agency. Participating agencies will complete a Tri-County Fraud referral form. This form will be submitted to the Task Force officer of such agency who in return will present the form to the Task Force Commander. The Commander will establish if the threshold has been met to activate the Task Force.

(b) THRESHOLD REQUIRMENTS:

- PC 32.51 -Fraudulent Use or Possession of Identifying information over 50 items 1st degree felony.
- PC 32.45 Misapplication of Fiduciary property, State Jail Felony and up.
- PC 32.21 Forgery, (large scale multiple victims) 2nd degree felony and up
- PC 32.31 Credit Card or Debt Card Abuse (Large scale multiple victims) 2nd Degree Felony and up
- Any large-scale Frauds requiring special investigations or internal fraud. (Chief of Police or Sheriff's request)

10. FUNDING AND EXPENDITURES & RESPECTIVE AGENCY ASSET FORFEITURES AND SEIZURES

(a) Funds for those expenditures for equipment, supplies, and operation of the Task Force listed on the attached Exhibit A shall be provided by the respective agencies.

(b) Each Party paying for performance of governmental functions or services must make those payments from current revenue available to the paying party.

(c) Asset Forfeitures and seizures will be allotted in accordance with the participating lead agencies policy and procedures. Exhibit B.

11. TERM AND TERMINATION

(a) Subject to the availability of funding for this Agreement through the annual budget processes of each agency, this Agreement shall remain in force an effect for annual periods effective each January 1st unless a party gives the other parties written notice of its intention to terminate its participation at least 90 days in advance of an anniversary of that date.

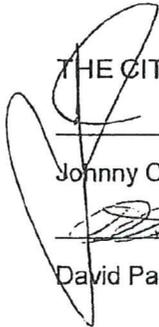
(b) Upon any termination of this Agreement, all open or ongoing outstanding Task Force criminal cases shall be completed in accordance with Section 9 of this agreement and remaining

Task Force equipment and supplies shall be returned to the original agency by agreement between the participating County Sheriff's offices and Police Departments.

12. SEVERABILITY

If any portion of this Agreement is determined by a court of competent jurisdiction to be invalid for any reason, the remaining provisions shall remain in full force and effect.

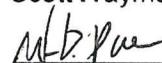
Executed this _____ day of _____, 2018.

THE CITY OF SELMA


Johnny Casias, City Administrator


David Padula, Police Chief

THE CITY OF LIVE OAK


Scott Wayman, City Manager


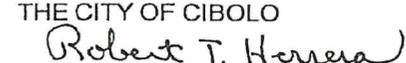
Dan Pue, Police Chief

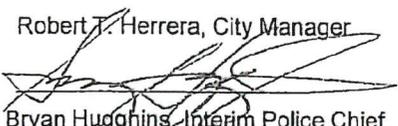
THE CITY OF SCHERTZ


BRIAN JAMES, Acting
John Kessel, City Manager


Michael Hansen, Police Chief

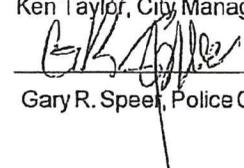
THE COUNTY OF BEXAR
Signatures are on next page

THE CITY OF CIBOLO


Robert T. Herrera, City Manager


Bryan Huggins, Interim Police Chief

THE CITY OF UNIVERSAL CITY


Ken Taylor, City Manager


Gary R. Speer, Police Chief

THE COUNTY OF GUADALUPE


Kyle Kutscher, County Judge


Arnold S. Zwicke, Sheriff

THE CITY OF NEW BRAUNFELS

Robert Camareno, City Manager

Tom Wibert, Police Chief

COUNTY OF BEXAR

CITY OF SAN ANTONIO

By: _____

NELSON W. WOLFF
County Judge

Erik Walsh, City Manager

ATTEST:

William Mcmanus, Police Chief

GERARD RICKHOFF
County Clerk

APPROVED AS TO LEGAL FORM:

PATRICIA G. PROWSE
Assistant Criminal District Attorney
Civil Section

APPROVED AS TO FINANCIAL CONTENT:

SUSAN YEATTS
County Auditor

DAVID SMITH
County Manager

JAVIER SALAZAR
County Sheriff

Addendum to Designation of Task Force agency and personnel

Section 6. (g)

(g) 1. From the Guadalupe County Sheriff's Office: one (1) deputy (rank to be determined by sheriff)

2. From the New Braunfels Police Department : one (1) officer/ detective (rank to be determined by Chief of Police)

3. From the San Antonio Police Department : one (1) officer / detective (rank to be determined by Chief of Police)

EXHIBIT A - RESPECTIVE AGENCY EXPENDITURES

1. Salaries, benefits and insurance of assigned personnel
2. Vehicles and operating expenses for assigned personnel
3. Vehicular and portable radio equipment and operating expenses for assigned personnel
4. Liability insurance coverage for assigned personnel
5. Overtime pay and benefits for assigned personnel
6. Non-task force related training required by agency
7. Non-task force related travel required by agency
8. Maintaining and storage of evidence and evidence tags
9. Task force related court appearance
10. Task force related training per agency approval
11. Task force related forensic examinations
12. Investigative equipment such as tape recorders, pen registers, body monitoring devices, cameras, television cameras and recorders
13. Surveillance and undercover vehicles and operating expenses
14. Miscellaneous expenses directly related to Task Force responsibilities

EXHIBIT B - RESPECTIVE AGENCY ASSET FORFEITURES AND SEIZURES

A. The Tri-County Fraud Task force will abide by the requirements as defined as contraband outlined in chapter 59 of the Texas Code of Criminal Procedure.

1. Each taskforce officer who is the primary case officer for their agency will have the ability to handle asset forfeitures and seizures per their department policy. The decision of what assets are seized and how they are allotted will be at the discretion of those agencies Chiefs of Police, Sheriffs or Department Head. Assets Forfeitures and seizures will not be handled as a taskforce function or responsibility. All assets forfeitures and seizures obtained during taskforce operations will be maintained and managed by the primary law enforcement agency who the taskforce is assisting.

2. Asset forfeitures and seizures will be allotted to the original agency and not the Task force. The original agencies will have discretion on the use of awarded seizures for task force operations or within their respected agency.

City of Universal City

Date: 30 January 2024

File: P.C. 484.G

To: City Council

From: Kim Turner, City Manager

Veronica Bosquez of KB Home Lone Star, Inc. has submitted a petition for **Final Acceptance** of public improvements of the KB Kitty Hawk Phase 6 Subdivision to include the water system, sanitary sewer system, and drainage and streets systems. A copy of the petition is shown as Attachment A.

The entire subdivision comprises 80.5 acres and consists of 278 residential lots. Phase 6 is 13.208 acres with 48 residential lots and three 900 series lots. A copy of the subdivision is attached.

Randy Luensmann, Director of Public Works, and the city engineer have inspected the public improvements and have authorized acceptance. Staff recommends the petition for final acceptance of the public improvements for the KB Kitty Hawk Phase 6 Subdivision be approved and I, as the City Manager, be authorized to execute the petition.

Attachments: Petition
Plat

EXHIBIT "F"

PART II

DEVELOPER PETITION FOR ACCEPTANCE OF PUBLIC IMPROVEMENT (S), NO. 484.G

WHEREAS, The City Council of the City of Universal City, Texas approved the preliminary acceptance of the improvements listed in Part I, Petition No. 484.G for KB Kitty Hawk Phase VI Subdivision, and

WHEREAS, The Owner has maintained such improvements in good condition for at least one year from date of acceptance by the City Council, and

WHEREAS, The Owner has corrected all deficiencies reported by the City of Universal City,

It is therefore requested that final inspection be made of said improvements, that final acceptance be approved by the City Council of the City of Universal City, and that the Owner be relieved of any further obligation to maintain or cause to maintain such improvements.

1/23/24
(date)

KB Home Lone Star, Inc.

(Owner)
BY [Signature]

FINAL ACCEPTANCE

The above improvements listed in the petition have been inspected as required by current ordinances, all required maintenance has been performed and all noted deficiencies have been corrected. I recommend that the improvements described in the petition is accepted by the City of Universal City and all maintenance on said improvements be assumed by the City.

1/23/2024
(date)

[Signature]
An Engineer acting on behalf of the
CITY OF UNIVERSAL CITY

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS ON the _____ day of _____ A.D. _____.

Kim M. Turner
City Manager, CITY OF UNIVERSAL CITY



**SUBDIVISION PLAT ESTABLISHING
KB KITTY HAWK PHASE 6**

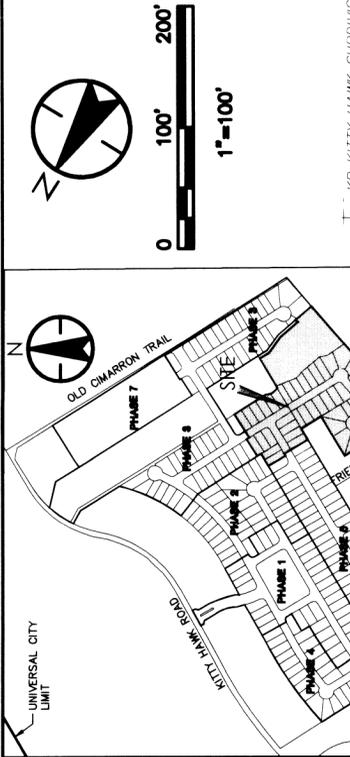
BEING A TOTAL OF 13.208 ACRES (575,328 SQUARE FEET), BEING A PORTION OF AN 80.5 ACRE TRACT OUT OF THE M.L. TORRES SURVEY NO. 81, INSTRUMENT NO. 2000028162, BEAR COUNTY, TEXAS, AS CONVEYED TO KB HOME LONE STAR, INC. BY DEED DATED MAY 14, 2015 AND RECORDED MAY 14, 2015 IN VOLUME 17236, PAGE 221 OF THE OFFICIAL PUBLIC RECORDS OF BEAR COUNTY, TEXAS.



70 NE Loop 410, Suite 1100
San Antonio, TX 78216
Tel: (210) 525-9090 Fax: (210) 525-9529
TBP# F-6324 TBP/LS # F-10107501
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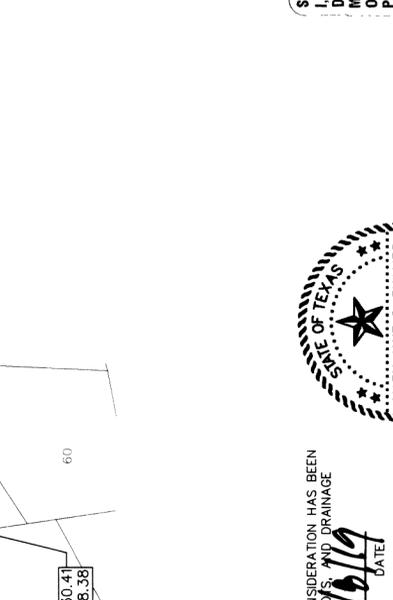
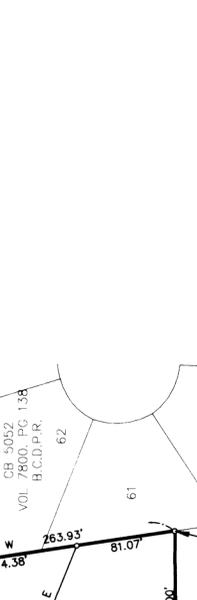
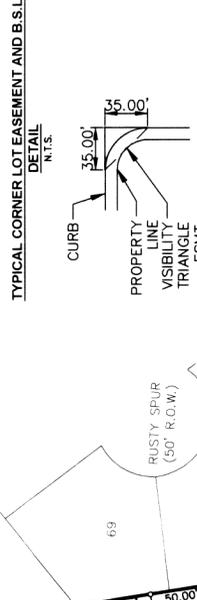
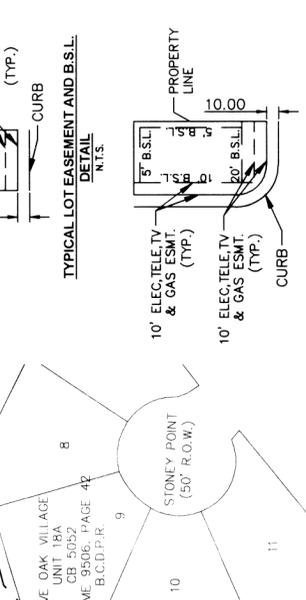
- GENERAL NOTES:**
- NO STRUCTURES, FENCES, WALLS, OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED WITHIN THE LIMITS OF THE DRAINAGE EASEMENTS OR R.O.W. SHOWN ON THIS PLAT. NO LANDSCAPING OR OTHER TYPE OF MODIFICATIONS WHICH ALTER THE CROSS-SECTIONS OF THE DRAINAGE EASEMENT AS APPROVED, SHALL BE ALLOWED WITHOUT THE APPROVAL OF THE CITY ENGINEER.
 - FINISHED FLOOR ELEVATIONS MUST BE A MINIMUM 8" ABOVE THE FINAL ADJACENT GRADE AND AT LEAST 12" ABOVE THE BASE FLOOD ELEVATION.
 - IMPACT FEES PAID AT THE TIME OF PLATTING, ALL IMPACT FEES MUST BE PAID IN FULL, AT THE RATES IN EFFECT AT THE TIME OF SERVICE APPLICATIONS, PRIOR TO WATER METER SET AND/OR SEWER SERVICE CONNECTION IN ACCORDANCE WITH ANY LOTS ARE OUTSIDE THE 100' FEMA DESIGNATED FLOODPLAIN PANEL NO. 4802902900.
 - THE EXISTING ZONING IS R3.
 - THE MAINTENANCE OF DRAINAGE EASEMENTS, LANDSCAPE EASEMENTS, AND OPEN PERMEABLE SPACES SHOWN HEREON SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER OR HOMEOWNER'S ASSOCIATION AND THEIR SUCCESSORS OR ASSIGNEES AND NOT THE RESPONSIBILITY OF THE CITY OF UNIVERSAL CITY. THIS IS A FINAL PLAT.
 - THE VISIBILITY TRIANGLES SHALL NOT HAVE LANDSCAPING IN EXCESS OF TWO (2) FEET IN HEIGHT FROM THE CURB TO THE VISIBILITY TRIANGLE. VISIBILITY TRIANGLE RESTRICTION APPLIES TO LOT 4, BLOCK 16 & LOTS 81, 87 AND 88 IN BLOCK 7. THE REQUIRED PARKLAND DEDICATIONS FOR KB KITTY HAWK PHASE 6 WAS SATISFIED WITHIN THE KB KITTY HAWK PHASE 1 (BOOK 9700 PG. 10) PRIOR TO PLAT RECORDATION, PER CITY DETENTION 568-D-2014.
 - LOTS HAVING UTILITY EASEMENTS MUST PROVIDE INGRESS/EGRESS TO THE CITY OF UNIVERSAL CITY AND/OR OTHER UTILITY AGENCIES FOR UTILITY MAINTENANCE. SEE SHEET 2 OF 2 FOR 900 SERIES LOT TABLE.

- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 1/2" IRON ROD SET
 - MONUMENT FOUND
 - MONUMENT SET
 - BENCHMARK
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - B.C.D.R.
 - B.C.D.P.R.
 - B.C.O.P.R.
 - G.E.T.V. ESM.T.
 - B.S.L.



- SURVEYOR'S NOTES:**
- PROPERTY CORNERS ARE MONUMENTED WITH CAP OR DISK
 - MARKED "STANTEC" UNLESS NOTED OTHERWISE.
 - BEARINGS AND COORDINATES ARE BASED ON THE NORTH AMERICAN DATUM 1983 VRS NETWORK.
 - DIMENSIONS SHOWN ARE SURFACE, AND CAN BE CONVERTED TO GRID BY DIVIDING BY A COMBINED SCALE FACTOR OF 1.0001700.
 - A VERTICAL DATUM IS BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988, DERIVED FROM GPS OBSERVATION, UTILIZING THE MDS STATEWIDE VRS NETWORK.
 - BOUNDARY CLOSURES AND AREA CALCULATIONS ARE NOT CHECKED BY THE CITY OF UNIVERSAL CITY AND ARE THE SOLE RESPONSIBILITY OF THE SURVEYOR AND ENGINEER.

- CPS NOTES:**
- THE CITY OF SAN ANTONIO AS PART OF ITS ELECTRIC AND GAS SYSTEM (CITY PUBLIC SERVICE BOARD) IS HEREBY DEDICATED THE EASEMENTS AND RIGHTS-OF-WAY FOR ELECTRIC AND GAS DISTRIBUTION AND SERVICE FACILITIES IN THE AREAS DESIGNATED ON THIS PLAT AS "ELECTRIC EASEMENT," "GAS EASEMENT," "ANCHOR EASEMENT," "SERVICE EASEMENT," "OVERHANG EASEMENT," "UTILITY EASEMENT," AND "TRANSFORMER EASEMENT" FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, RECONSTRUCTING, MAINTAINING, REMOVING, INSPECTING, PATROLLING, OR REPAIRING POLES, HANGING OR BURYING WIRES, CABLES, CONDUITS, PIPELINES, OR TRANSFORMERS, EACH WITH ITS NECESSARY APPURTENANCES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANITE'S ADJACENT LAND, THE RIGHT AND TELEPHONE, GAS, WATER, SEWER, DRAINAGE, AND CABLES, OR PARTS THEREOF, OR OTHER OBSTRUCTIONS WHICH ENDANGER OR MAY INTERFERE WITH THE EFFICIENCY OF SAID LINES OR APPURTENANCES THERE TO. IT IS AGREED AND UNDERSTOOD THAT NO BUILDINGS, CONCRETE SLABS, OR WALLS WILL BE PLACED WITHIN SAID EASEMENT AREA.
 - ANY GPS MONETARY LOSS RESULTING FROM MODIFICATIONS REQUIRED OF GPS EQUIPMENT, LOCATIONS WITHIN SAID EASEMENT, DUE TO GRADE CHANGES OR GROUND ELEVATION CHANGES SHALL BE CHARGED TO THE PERSON OR PERSONS DEEMED RESPONSIBLE FOR SAID GRADE CHANGES OR GROUND ELEVATION ALTERATION.
 - THIS PLAT DOES NOT AMEND, ALTER, RELEASE OR OTHERWISE AFFECT ANY EXISTING ELECTRIC, GAS, WATER, SEWER, DRAINAGE, TELEPHONE, CABLE EASEMENTS OR ANY OTHER EASEMENTS FOR UTILITIES UNLESS THE CHANGES TO SUCH EASEMENTS ARE DESCRIBED BELOW:
 - CONCRETE DRIVEWAY APPROACHES ARE ALLOWED WITHIN THE FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN LOTS ARE SERVED ONLY BY REAR LOT UNDERGROUND ELECTRIC AND GAS FACILITIES.
 - ROOF OVERHANGS ARE ALLOWED WITHIN FIVE (5) FOOT WIDE ELECTRIC AND GAS EASEMENTS WHEN ONLY UNDERGROUND ELECTRIC AND GAS FACILITIES ARE PROPOSED OR EXISTING WITHIN THOSE FIVE (5) FOOT WIDE EASEMENTS.



UNIVERSAL CITY LIMIT

VICINITY MAP
SCALE 1" = 800'
UNIVERSAL CITY, TEXAS

100 YR FLOODPLAIN PER APPROVED CLOMR CASE NO. 911 16-06-40949
(VARIABLE WIDTH DRAINAGE EASEMENT)
N=13,744,454.32
E=2,184,768.28

KB KITTY HAWK SUBDIVISION PHASE 3 AS APPROVED BY PLANNING AND ZONING 08/01/2017

KB KITTY HAWK SUBDIVISION PHASE 2 PG 9714 VGL 216-218 B.C.O.P.R.

KB KITTY HAWK SUBDIVISION PHASE 5 PENDING APPROVAL BY CITY

STATE OF TEXAS COUNTY OF BEAR

WE, KB HOME LONE STAR INC., ACTING BY AND THROUGH JOSEPH HERNANDEZ, DIRECTOR OF LAND PLANNING, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION. FOREGOING INSTRUMENTS HEREBY BEING RECORDED FOR THE PURPOSE OF RECORDING COURSES DRAINS, EASEMENTS AND RIGHTS-OF-WAY TO THE USE OF THE PUBLIC FOREVER AND EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED HEREIN.

THIS THE 14th DAY OF March, 2019

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 14th DAY OF March, 2019

Joe Huns
KB HOME LONE STAR INC.
JOSEPH HERNANDEZ, DIRECTOR OF LAND PLANNING
4800 FREDERICKSBURG RD.
SAN ANTONIO, TEXAS 78229

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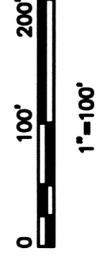
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**SUBDIVISION PLAT ESTABLISHING
KITTY HAWK PHASE 6**

BEING A TOTAL OF 13.208 ACRES (676,328 SQUARE FEET) BEING A PORTION OF AN 80.5 ACRE TRACT OUT OF THE M.L. TORRES SURVEY No. 81, ABSTRACT 745, COUNTY BLOCK 5053, AND THE R. BUSHELL SURVEY No. 325, ABSTRACT 46, COUNTY BLOCK 5052, UNIVERSAL CITY, BEAR COUNTY, TEXAS, AS CONVEYED TO KB HOME LONE STAR, INC. BY DEED DATED MAY 14, 2015 AND RECORDED IN PUBLIC RECORDS OF BEAR COUNTY, TEXAS.



BLOCK #	LOT #	ELEVATION (FT)
7	105	763.0
7	106	763.0
7	107	763.0
7	108	763.1
7	109	763.5
7	110	764.0
7	111	764.4
7	112	764.8
7	113	765.2
7	114	765.8
7	115	766.9
7	116	767.5
7	117	768.0
7	118	768.8
7	909	N/A

LOTS MARKED WITH A "*" HAVE A MINIMUM FINISHED FLOOR ELEVATION AS SHOWN IN THE TABLE ABOVE.

LINE #	BEARING	DISTANCE
L1	S59°27'36"W	15.24'
L2	N30°32'24"W	50.00'
L3	N28°53'23"E	21.33'
L4	S43°51'02"E	13.88'
L5	S38°50'27"E	34.04'
L6	S20°05'04"E	27.73'
L7	S31°17'26"W	14.35'
L8	S31°54'45"E	20.31'
L9	N31°54'45"W	30.08'
L10	N30°32'24"W	107.19'
L11	S59°24'33"W	130.03'
L12	S29°25'30"E	40.00'
L13	S29°25'30"E	50.26'
L14	S29°25'30"E	50.04'
L16	S35°06'26"E	50.07'
L17	S35°06'22"E	50.08'
L18	S35°06'22"E	50.08'
L19	S35°06'22"E	50.08'
L20	S35°06'22"E	50.58'
L21	S34°40'03"E	132.54'
L22	N32°27'16"W	40.57'
L23	S32°27'16"E	38.19'
L24	N69°39'37"E	182.63'
L25	N32°08'02"W	16.35'
L26	N69°39'37"E	181.88'
L27	S49°22'22"E	24.52'

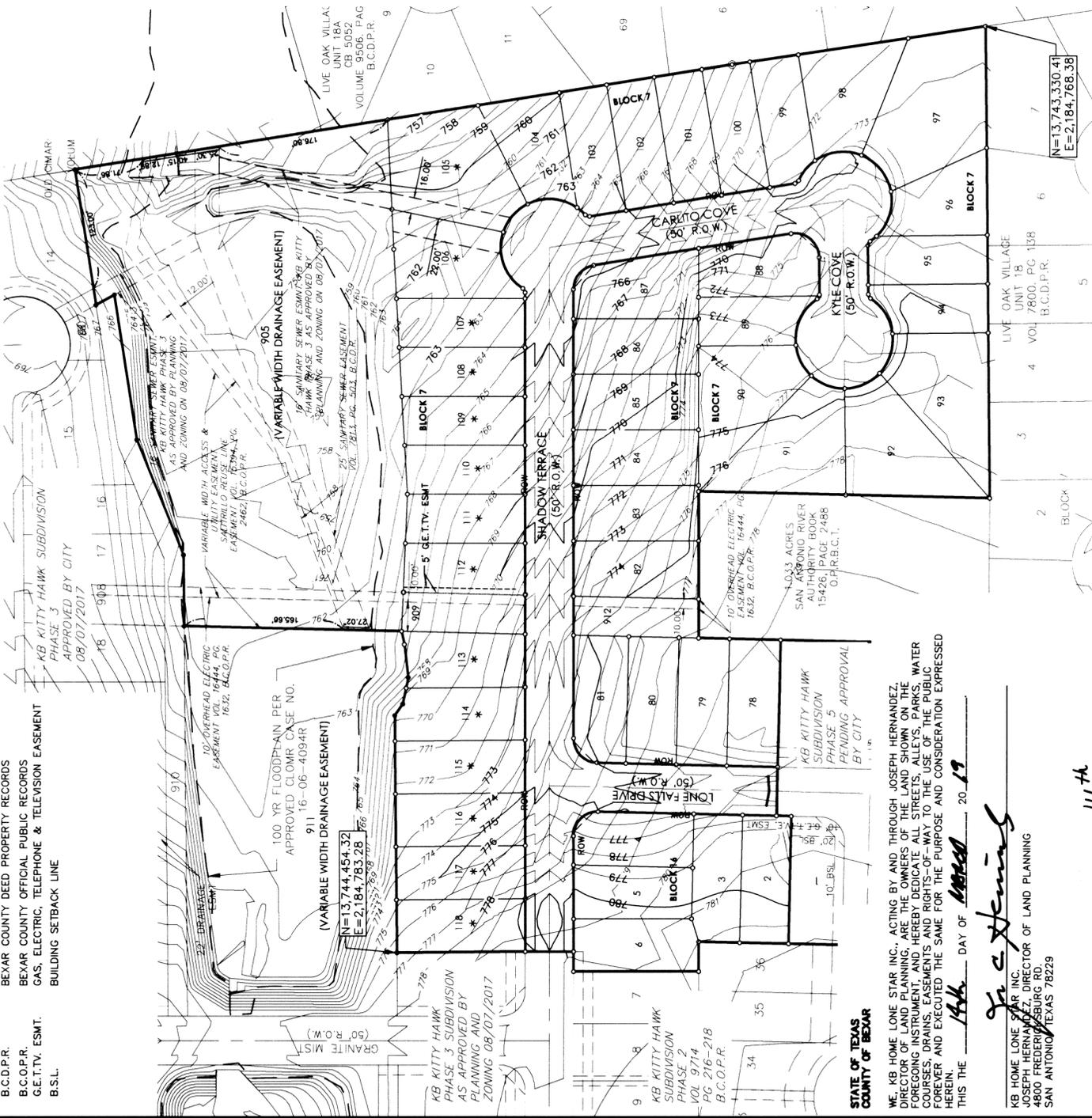
L15 IS NOT USED

CURVE #	LENGTH	RADIUS	DELTA	CHORD LENGTH	BEARING
C1	39.87'	25.00'	91°22'21"	35.78'	S13°46'25"W
C2	38.67'	25.00'	88°37'39"	34.93'	S76°13'35"E
C3	4.97'	5.00'	56°56'39"	4.77'	S60°23'05"E
C4	170.06'	50.00'	194°52'38"	99.16'	S08°34'54"W
C5	4.97'	5.00'	56°56'39"	4.77'	S77°33'35"W
C6	35.34'	25.00'	81°00'00"	32.47'	S08°35'15"W
C7	4.97'	5.00'	56°56'39"	4.77'	S20°36'55"W
C8	185.31'	50.00'	212°20'48"	96.04'	N81°41'00"W
C9	4.97'	5.00'	56°56'39"	4.77'	N03°58'56"W
C10	4.97'	5.00'	56°56'39"	4.77'	N60°55'35"W
C11	256.46'	50.00'	293°53'20"	54.54'	N57°32'48"E
C12	4.97'	5.00'	56°56'39"	4.77'	S03°58'56"E
C13	42.96'	25.00'	98°27'29"	37.87'	S81°41'00"E

RECORDER'S MEMORANDUM
AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLUMINATION, CARBON OR PHOTO COPY, DISCOLORED PAPER ETC.

DOC. NUMBER: 2020028163

LOT NO	AREA	DESCRIPTION
905	138,415 SF	VARIABLE WIDTH DRAINAGE EASEMENT, CITY INGRESS/EGRESS EASEMENT, HOA MAINTAINED
909	5,034 SF	VARIABLE WIDTH ELECTRIC, UTILITY AND CITY INGRESS/EGRESS EASEMENT, HOA MAINTAINED
912	5,201 SF	VARIABLE WIDTH ELECTRIC, UTILITY AND CITY INGRESS/EGRESS EASEMENT, HOA MAINTAINED



- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - MONUMENT FOUND
 - MONUMENT SET
 - BENCHMARK
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - 920
 - 919
 - B.C.D.R.
 - BEAR COUNTY DEED RECORDS
 - BEAR COUNTY OFFICIAL PUBLIC RECORDS
 - GAS, ELECTRIC, TELEPHONE & TELEVISION EASEMENT
 - BUILDING SETBACK LINE
 - B.S.L.

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 14th DAY OF March, 2019

STATE OF TEXAS
COUNTY OF BEAR

WE, KB HOME LONE STAR INC., ACTING BY AND THROUGH JOSEPH HERNANDEZ, DIRECTOR OF LAND PLANNING, ARE THE OWNERS OF THE LAND SHOWN ON THE FOREGOING INSTRUMENT, AND HEREBY DEDICATE ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND RIGHTS-OF-WAY TO THE USE OF THE PUBLIC HEREIN, AND EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED HEREIN.

THIS THE 14th DAY OF March, 2019

STATE OF TEXAS
COUNTY OF BEAR

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 14th DAY OF March, 2019

STATE OF TEXAS
COUNTY OF BEAR

STATE OF TEXAS
COUNTY OF BEAR

AS CITY ENGINEER OF THE CITY OF UNIVERSAL CITY, I HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH HIS APPROVAL IS REQUIRED.

THIS THE 6th DAY OF Feb 2019

STATE OF TEXAS
COUNTY OF BEAR

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY APPROVED BY THE CITY OF UNIVERSAL CITY, TEXAS, IS HEREBY APPROVED ON BEHALF OF THE CITY OF UNIVERSAL CITY, TEXAS BY THE PLANNING AND ZONING COMMISSION (OR ADMINISTRATIVE OFFICER).

THIS THE 6th DAY OF Feb 2019

STATE OF TEXAS
COUNTY OF BEAR

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF UNIVERSAL CITY, TEXAS BY THE PLANNING AND ZONING COMMISSION (OR ADMINISTRATIVE OFFICER).

THIS THE 6th DAY OF March 2019

STATE OF TEXAS
COUNTY OF BEAR

IN TESTIMONY WHEREOF, WITH MY HAND AND OFFICIAL SEAL OF OFFICE, COUNTY CLERK, BEAR COUNTY, TEXAS

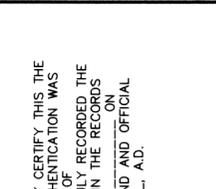
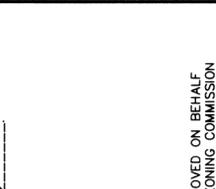
STATE OF TEXAS
COUNTY OF BEAR

STATE OF TEXAS, COUNTY OF BEAR

DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE AND DULY RECORDED IN THE PLAT RECORDS OF BEAR COUNTY ON: 2/27/2020 2:52:04 PM

AMOUNT: \$82.00

DATE: 2/27/2020



City of Universal City

Date: 30 January 2024

File: P.C. 484.F

To: City Council

From: Kim Turner, City Manager

Veronica Bosquez of KB Home Lone Star, Inc. has submitted a petition for **Final Acceptance** of public improvements of the KB Kitty Hawk Phase 7 Subdivision to include the water system, sanitary sewer system, and drainage and streets systems. A copy of the petition is shown as Attachment A.

The entire subdivision comprises 80.5 acres and consists of 278 residential lots. Phase 7 is 6.35 acres with 27 residential lots and two 900 series lots. A copy of the subdivision is attached.

Randy Luensmann, Director of Public Works, and the city engineer have inspected the public improvements and have authorized acceptance. Staff recommends the petition for final acceptance of the public improvements for the KB Kitty Hawk Phase 7 Subdivision be approved and I, as the City Manager, be authorized to execute the petition.

Attachments: Petition
Plat

EXHIBIT "F"

PART II

DEVELOPER PETITION FOR ACCEPTANCE OF PUBLIC IMPROVEMENT (S), NO. 484.F

WHEREAS, The City Council of the City of Universal City, Texas approved the preliminary acceptance of the improvements listed in Part I, Petition No. 484.F for KB Kitty Hawk Phase VII Subdivision, and

WHEREAS, The Owner has maintained such improvements in good condition for at least one year from date of acceptance by the City Council, and

WHEREAS, The Owner has corrected all deficiencies reported by the City of Universal City,

It is therefore requested that final inspection be made of said improvements, that final acceptance be approved by the City Council of the City of Universal City, and that the Owner be relieved of any further obligation to maintain or cause to maintain such improvements.

1/23/24
(date)

KB Home Lone Star, Inc.
(Owner)

BY: [Signature]

FINAL ACCEPTANCE

The above improvements listed in the petition have been inspected as required by current ordinances, all required maintenance has been performed and all noted deficiencies have been corrected. I recommend that the improvements described in the petition is accepted by the City of Universal City and all maintenance on said improvements be assumed by the City.

1/23/2024
(date)

[Signature] P.E.
An Engineer acting on behalf of the
CITY OF UNIVERSAL CITY

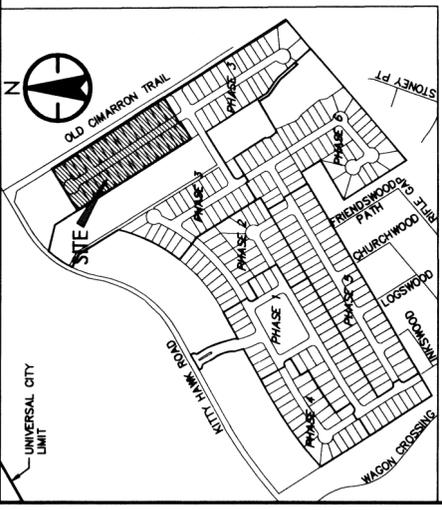
APPROVED AND ACCEPTED BY THE CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS ON the _____ day of _____ A.D. _____.



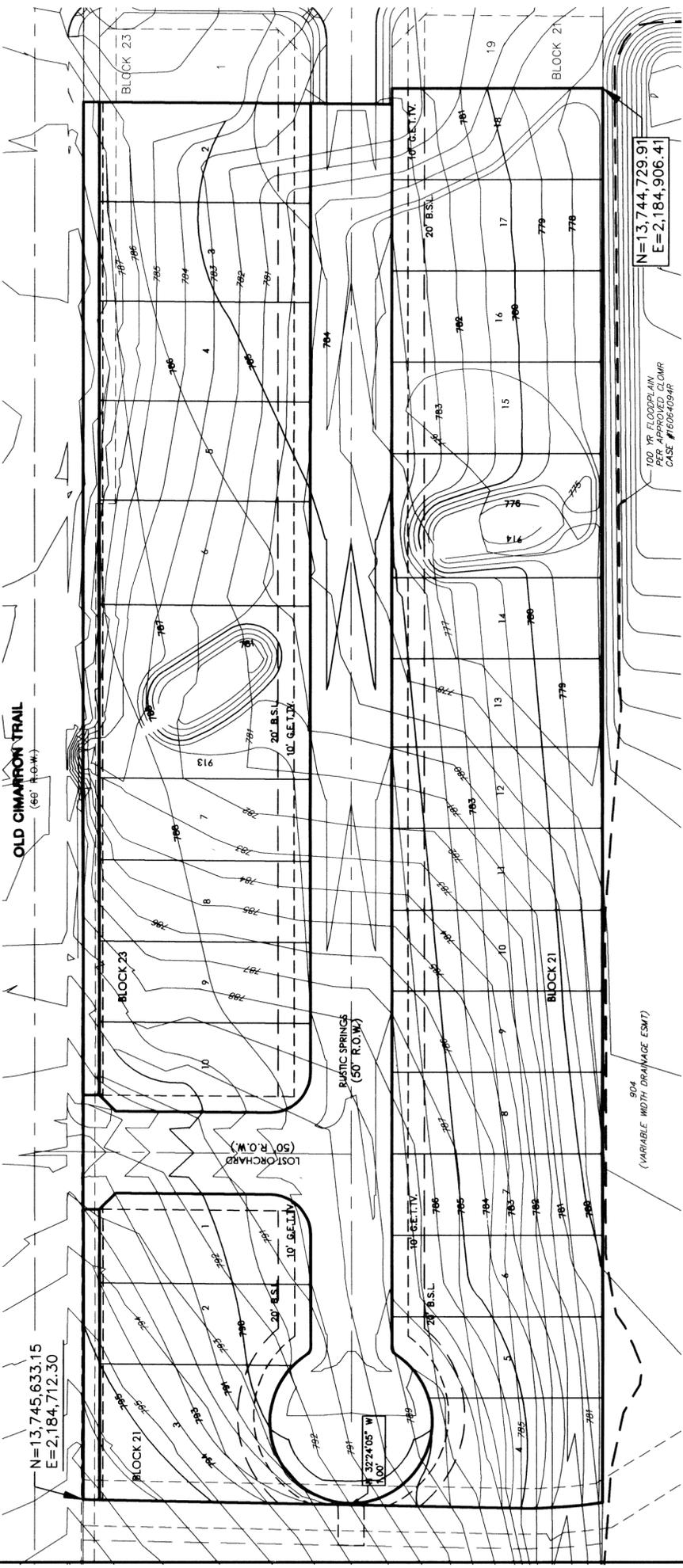
Kim M. Turner
City Manager, CITY OF UNIVERSAL CITY

**SUBDIVISION PLAT ESTABLISHING
KB KITY HAWK PHASE 7**

BEING A TOTAL OF 6.350 ACRES (276,592 SQUARE FEET), BEING A PORTION OF AN 80.5 ACRE TRACT OUT OF THE W.L. TORRES SURVEY No. 481, ABSTRACT 745, COUNTY BECK COUNTY, BEAR COUNTY, TEXAS, AS CONVEYED TO KB HOME LONE STAR INC. BY DEED DATED MAY 14, 2015 AND RECORDED MAY 14, 2015 IN VOLUME 17236, PAGE 221 OF THE OFFICIAL PUBLIC RECORDS OF BEAR COUNTY, TEXAS.



- LEGEND**
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 1/2" IRON ROD SET
 - MONUMENT FOUND
 - MONUMENT SET
 - 920— EXISTING MAJOR CONTOUR
 - 919— EXISTING MINOR CONTOUR
 - 920— PROPOSED MAJOR CONTOUR
 - 919— PROPOSED MINOR CONTOUR
 - B.C.D.R. BEAR COUNTY DEED RECORDS
 - B.C.D.P.R. BEAR COUNTY DEED PROPERTY RECORDS
 - B.C.O.P.R. BEAR COUNTY OFFICIAL PUBLIC RECORDS
 - G.E.T.V. ESMT. GAS, ELECTRIC, TELEPHONE & TELEVISION ESMT
 - B.S.L. BUILDING SETBACK LINE
 - N.V.A.E. NON-VEHICULAR ACCESS EASEMENT



STATE OF TEXAS
COUNTY OF BEAR

WE, KB HOME LONE STAR INC., ACTING BY AND THROUGH JOSEPH HERNANDEZ, DIRECTOR OF LAND PLANNING, ARE THE OWNERS OF THE LAND SHOWN ON THE FOREGOING INSTRUMENT, AND HEREBY DEDICATE ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND RIGHTS-OF-WAY TO THE USE OF THE PUBLIC FOREVER AND EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION EXPRESSED HEREIN.

THIS THE 16 DAY OF July, 2019

KB HOME LONE STAR INC.
JOSEPH HERNANDEZ, DIRECTOR OF LAND PLANNING
4800 FREDRICKSBURG RD.
SAN ANTONIO, TEXAS 78229

SWORN TO AND SUBSCRIBED BEFORE ME THIS THE 16th DAY OF July, 2019

Joe Hummel
DIRECTOR OF LAND PLANNING
UNIVERSAL CITY, TEXAS



STATE OF TEXAS
COUNTY OF BEAR

I, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE MATTERS OF STREETS, LOTS, AND DRAINAGE LAYOUT.

Mary Jane Phillips
MARY JANE PHILLIPS, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS REGISTRATION NO. 402318

DATE: 7/13/19



STATE OF TEXAS
COUNTY OF BEAR

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

Hal B. Lane, III
HAL B. LANE, III, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4690

DATE: 7-13-19



STATE OF TEXAS
COUNTY OF BEAR

I, LUCY ADAME-CLARK, COUNTY CLERK OF BEAR COUNTY, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF BEAR COUNTY ON: 12/2/2020 2:54:24 PM OF DEEDS AT AMOUNT: \$92.00 PAGE 20. IN TESTIMONY WHEREOF, I HAVE SET MY SEAL OF OFFICE AND OFFICIAL SEAL OF OFFICE.

LUCY ADAME-CLARK
COUNTY CLERK, BEAR COUNTY, TEXAS

BY: Brendy A. Corona DEPUTY

STATE OF TEXAS
COUNTY OF BEAR

AS CITY ENGINEER OF THE CITY OF UNIVERSAL CITY, I HEREBY CERTIFY THAT THE SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH THIS APPROVAL IS REQUIRED.

THIS THE 16th DAY OF July, 2019

Jack Steven Brown
JACK STEVEN BROWN
CITY ENGINEER
LICENSED PROFESSIONAL ENGINEER
LICENSE NO. 83086

STATE OF TEXAS
COUNTY OF BEAR

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY APPROVED BY THE DEPARTMENT OF DEVELOPMENT SERVICES OF THE CITY OF UNIVERSAL CITY, TEXAS, THIS THE 16th DAY OF November, 2019

Michael S. ...
DIRECTOR OF DEVELOPMENT SERVICES

STATE OF TEXAS
COUNTY OF BEAR

THIS FINAL PLAT OF THE HEREIN DESCRIBED PROPERTY WAS APPROVED ON BEHALF OF THE CITY OF UNIVERSAL CITY, TEXAS BY THE PLANNING AND ZONING COMMISSION (OR ADMINISTRATIVE OFFICER).

THIS THE 16th DAY OF August, 2018

Lucy Adame-Clark
CHAIR

Brendy A. Corona
SECRETARY

CITY OF UNIVERSAL CITY

Date: 02/06/2024

TO: City Council

FROM: Kim M. Turner, City Manager

SUBJECT: 1. Repeal Purchase Card Policy—Res 895-D-2024
2. Repeal Fuel Card Resolution—Res 895-E-2024
3. Adopt 2024 Purchase Policy—Ord 544-B-2024

Historical Background

In 2003, the City adopted the current Purchase Policy and previous to that date a Competitive Bid Policy in 1978 and 1991, attached. In 2021, the City adopted a Purchase Card Policy and a Fuel Card Policy by resolution. These two policies have been incorporated into the 2024 Purchase Policy.

The proposed 2024 Purchase Policy establishes internal controls and ensures that expenditures are justified by a public purpose as required by City Charter and State law.

Action Requested

1. Approve Resolution 895-D-2024—Repeal Purchase Card Policy
2. Approve Resolution 895-E-2024—Repeal Fuel Card Policy
3. Approve and adopt Ordinance 544-B-2024—2024 Purchase Policy

Procurement Methodology

This is a Policy only and requires no procurement by the City.

Source and Amount of Funding

The Policy itself requires no funding. Any related budgetary items within the Policy are identified within the City's annual budget.

Staff Recommendation:

Staff recommends repealing the 2021 policies adopted by resolution and the adoption of the 2024 Purchase Policy.

Attachments: 2003 Purchase Policy; Ord 544-A-2003
1978/1991 Competitive Bid Policy; Ord 304/304-A
2024 Purchase Policy; Ord 544-B-2024

RESOLUTION 895-D-2024

A RESOLUTION TO REPEAL RESOLUTION 895-D-2021 EMPLOYEE PURCHASE CARD POLICY FOR THE CITY OF UNIVERSAL CITY; ESTABLISHING LEGISLATIVE FINDINGS; AND SETTING AN EFFECTIVE DATE.

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

WHEREAS, the City has previously adopted a Purchase Card Policy on 02 February 2021 and the City Council finds that it is in the best interest of the City to repeal the 2021 Policy adopted by Resolution and to incorporate the Purchase Card Policy into the City’s comprehensive 2024 Purchasing Policy (Ord 544-B-2024); and

WHEREAS, the City Council finds that all procedures as set forth in the City’s Home Rule Charter and Code of Ordinances were followed as required to amend the policies and procedures as contemplated.

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

SECTION 1.

THAT the City Council finds that the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2.

THAT the City Council of the City of Universal City authorizes the repeal of Resolution 895-D-2021 Purchase Card Policy in its entirety.

SECTION 3.

THAT all provisions of the Purchase Card Policy of the City of Universal City not herein amended or repealed shall remain in full force and effect.

SECTION 4.

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

SECTION 5.

THAT this Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United State of America.

SECTION 6.

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

SECTION 7.

THAT it is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public in compliance with the advisory issued by the Office of the Governor 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 the Texas Government Code, Chapter 551, as amended.

SECTION 8.

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 6th day of February 2024.

CITY OF UNIVERSAL CITY, TEXAS

APPROVED:

JOHN WILLIAMS, MAYOR

ATTEST:

APPROVED FOR LEGAL SUFFICIENCY:

MARIBEL GARCIA,
DEPUTY CITY CLERK

MEGAN R. SANTEE, ATTORNEY
DENTON NAVARRO ROCHA BERNAL & ZECH

RESOLUTION 895-E-2024

A RESOLUTION TO REPEAL RESOLUTION 895-E-2021 EMPLOYEE FUEL CARD POLICY FOR THE CITY OF UNIVERSAL CITY; ESTABLISHING LEGISLATIVE FINDINGS; AND SETTING AN EFFECTIVE DATE.

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

WHEREAS, the City has previously adopted a Fuel Card Policy on 06 April 2021 and the City Council finds that it is in the best interest of the City to repeal the 2021 Policy adopted by Resolution and to incorporate the Fuel Card Policy into the City's comprehensive 2024 Purchasing Policy (Ord 544-B-2024); and

WHEREAS, the City Council finds that all procedures as set forth in the City's Home Rule Charter and Code of Ordinances were followed as required to amend the policies and procedures as contemplated.

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

SECTION 1.

THAT the City Council finds that the facts and recitations contained in the preamble of this Resolution are hereby found and declared to be true and correct.

SECTION 2.

THAT the City Council of the City of Universal City authorizes the repeal of Resolution 895-E-2021 Fuel Card Policy in its entirety.

SECTION 3.

THAT all provisions of the Fuel Card Policy of the City of Universal City not herein amended or repealed shall remain in full force and effect.

SECTION 4.

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

SECTION 5.

THAT this Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United State of America.

SECTION 6.

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

SECTION 7.

THAT it is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public in compliance with the advisory issued by the Office of the Governor 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 the Texas Government Code, Chapter 551, as amended.

SECTION 8.

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 6th day of February 2024.

CITY OF UNIVERSAL CITY, TEXAS

APPROVED:

JOHN WILLIAMS, MAYOR

ATTEST:

APPROVED FOR LEGAL SUFFICIENCY:

MARIBEL GARCIA,
DEPUTY CITY CLERK

MEGAN R. SANTEE, ATTORNEY
DENTON NAVARRO ROCHA BERNAL & ZECH



2024 PURCHASE POLICY

**Ordinance 544-B-2024
February 2024**

STATEMENT OF GENERAL POLICY

It is the policy of the City of Universal City that all purchasing shall be conducted strictly based on economic merit and business quality. This policy is intended to promote the best interest of the citizens of the City of Universal City, Texas.

It is important to remember that City purchasing operates in full view of the public. In order to ensure an open purchasing process and economy in purchasing, the City Council has determined that competitive bidding and purchasing cooperatives will be used as much as possible in the purchase of goods and services for the City. To support the local economy, staff are encouraged to buy from local businesses when possible and feasible.

The City of Universal City intends to maintain a cost-effective purchasing system conforming to good management practices. To be successful, the system must be backed by proper attitudes and cooperation of not only every department head and official, but also every supervisor and employee of the City of Universal City. The establishment and maintenance of a good purchasing system is possible only through cooperative effort.

The purchasing process is not instantaneous. Time is required to complete the steps required by State law. To accomplish timely purchasing of products and services at the best value to the City of Universal City, all departments must cooperate fully. Prior planning and the timely submission of requisitions are essential to expedite the purchasing process and to assure that the process is orderly and lawful.

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1.0 GOVERNING AUTHORITY

The primary governing authority for the City of Universal City's Purchasing Policy shall be the Local Government Code Chapter 252, "*Purchasing and Contracting Authority of Municipalities*" and the City of Universal City Charter. All procurement activity shall be governed by this Purchasing Policy, in accordance with applicable State and local government codes.

All powers of the City vest in the City Council. Authority for purchasing of goods and services is delegated to the City Manager provided the purchase does not exceed \$100,000. Purchases exceeding \$100,000 will require City Council approval. The City Manager is authorized to acquire legal services within the Legal Contracts, up to the limits of budget allocations, or outside these contracts providing the services cost is \$10,000 or less.

2.0 PURPOSE AND SCOPE

This Purchasing Policy establishes internal controls that deter fraud, waste, abuse of public funds, and ensures that all expenditures justify a public purpose and are in accordance with established priorities as required by the City Charter and applicable State laws.

All procurement activities for the City shall be administered in accordance with the provisions of this policy and applicable State purchasing requirements with express intent to promote open and fair conduct in all aspects of the procurement process.

3.0 OBJECTIVES

The Finance Department is responsible for ensuring that City departments comply with federal, State, and local statutes regulating competitive sealed bids, as amended, and competitive sealed proposals, professional services, technology purchases, cooperative purchases, and emergency and sole-source purchases. The City Staff solicits all competitive procurements required by law and with the department head shall evaluate bids and proposals and makes recommendations to the City Council for awarding contracts.

The Finance Department is a functional support division and should be included in all phases of acquisition, through planning, ordering, and receiving. Finance Department staff ensures compliance with State of Texas purchasing statutes and the City's purchasing policies.

The Finance Department is committed to providing quality service through effective teamwork and communication with City departments and vendors alike, to fulfill the purchasing needs of the City in a professional, responsive, and timely manner in compliance with all City policies and applicable federal, State, county, and local purchasing laws. Public purchasing has the responsibility to obtain the highest quality and best value for the tax dollar in a fair, efficient, and equitable manner. To achieve this objective the Finance Department seeks to foster as much competition as possible. In doing so, we adopt the goal of fairness by ensuring all who wish to compete for the opportunity to sell to the City of Universal City can do so. Our policy is intended to:

1. Give all suppliers full, fair, prompt and courteous consideration;
2. Encourage open and fair competition;
3. Solicit supplier suggestions in the determination of clear and adequate specifications and standards;
4. Cooperate with suppliers and consider possible difficulties they may encounter; and
5. Observe strict truthfulness and highest ethics in all transactions and correspondence.

3.1 General Duties of the Finance Department

1. Observe and enforce policies;
2. Advise and assist in the formulation of policies and procedures connected with the purchasing activities of the City and keep the City Manager advised of such policies and procedures;
3. Investigate and analyze research done in the field of purchasing by other governmental agencies and by private industry, in an effort to keep abreast of current developments in the fields of purchasing, prices, market conditions and new products;
4. Coordinate, organize, and assist departments in the specification writing process to ensure that specifications are written concisely and are not written in an exclusive manner;
5. Join with other governmental agencies in cooperative purchasing plans when it is in the best interest of the City;
6. Evaluate competitive solicitations;
7. Act in an advisory role as a non-voting member on evaluation committees as needed;
8. Assist departments in preparing recommendations for competitive solicitations for City Council approval;
9. Combine purchases of similar items whenever possible and practical, for better pricing and to establish a more competitive atmosphere;
12. Dispose of surplus City property;
13. Conduct regular training sessions for employees involved in the purchasing process as needed.

4.0 CODE OF ETHICS

By participating in the procurement process, employees of the City of Universal City agree to:

- Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications.
- Demonstrate loyalty to the City of Universal City by diligently following the lawful instructions of the employer, using reasonable care, and only authority granted.
- Refrain from any private business or professional activity that would create a conflict between personal interests and the interest of the City of Universal City.
- Refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence purchasing decisions.
- Never discriminate unfairly by the dispensing of special favors or privileges to anyone, whether as payment for services or not; and never accept for himself or herself or for family members, favors or benefits under circumstance which might be construed by reasonable persons as influencing the performance of Governmental duties.
- Engage in no business with the City of Universal City, directly or indirectly, which is inconsistent with the conscientious performance of Governmental duties.
- Handle confidential or proprietary information belonging to employer or suppliers with due care and

proper consideration of ethical and legal ramifications and governmental regulations.

- Never use any information gained confidentially in the performance of Governmental duties as a means of making private profit.
- Promote positive supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Know and obey the letter and spirit of laws governing the purchasing function and remain alert to the legal ramifications of purchasing decisions.
- Expose corruption and fraud wherever discovered.
- Uphold these principles, ever conscious that public office is a public trust.

5.0 COMPETITIVE PURCHASING REQUIREMENTS

Under no circumstances shall multiple requisitions be used to circumvent other applicable bidding requirements or City Council approval. All purchases will be made through a purchase order (PO) or requisitions process with the exception of utility bills, services, insurance, payroll related expenses, other non-competitive regularly occurring expenses, etc.

5.1 Procedures for Purchases Less than \$3,000

The ordering Department with the assistance of the Finance Department selects the vendor and enters a requisition. Once a purchase order is issued the ordering department places the order and/or picks up the materials.

- City Manager delegates supervisory personnel the authority to approve purchase of goods and services less than \$1,000.
- City Manager delegates department heads the authority to approve purchase of goods and services less than \$7,500.

5.2 Procedures for Purchases of \$3,000 to \$50,000

All purchases greater than \$3,000 but less than \$50,000 must be processed in accordance with the following procedure:

- Purchases totaling \$3,000 to \$50,000 will require three or more written quotes, when available. Two “no” quotes returned equal one quote.
- All quotations received must be provided in writing, by electronic mail or by facsimile from the vendor and attached electronically to the requisition.
- All requisitions \$7,500 and over will require approval by the City Manager prior to purchase order being issued.

5.3 Historically Underutilized Businesses (HUB)

Local Government Code Chapter 252.0215 Competitive bidding in relations to Historically Underutilized Business (HUB) vendors, states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two HUBs on a rotating basis. If the list fails to identify a HUB in the county in which the City is situated, the City is exempt from this section.

HUB – Certified businesses that are at least 51% owned, operated, and controlled by the qualifying groups

which include Asian Pacific Americans, Black Americans, Hispanic Americans, Native Americans and American Women.

5.4 Purchases more than \$50,000

1. Except as otherwise exempted by applicable State law, requisitions for item(s) whose aggregate total cost is more than \$50,000 must be processed as a competitive solicitation (**e.g. sealed bids, request for proposals, and request for offers.**) Texas Local Government Code, Subchapter B, Section 252.021 defines the requirements for competitive bids.

Texas Local Government Code, Section 252.062, defines the Criminal Penalties as follows:

- (a) *A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly makes or authorizes separate, sequential, or component purchases to avoid the competitive bidding requirements of Section 252.021. An offense under this subsection is a Class B Misdemeanor.*
- (b) *A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates Section 252.021, other than by conduct described in subsection (a). An offense under this subsection is a Class B Misdemeanor.*
- (c) *A municipal officer or employee commits an offense if the officer or employee intentionally or knowingly violates this chapter, other than by conduct described by subsection (a) or (b). An offense under this subsection is a Class C Misdemeanor.*

Conviction for any of these offenses may result in immediate removal from office or employment. In the event the Texas Local Government Code is amended it shall prevail over this section of the purchasing policy.

5.5 Reciprocity

The State of Texas Reciprocity Law provides that the State or political subdivision cannot award contracts or purchases to non-resident bidders having local preference laws in their resident states unless their bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

5.6 Award of Contract

The City of Universal City shall award contracts based on criteria deemed in the best interest of the City.

Texas Local Government Code, Section 252.043, states, in part:

- (a) *If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best quality and value for the municipality.*
- (b) *In determining the best value for the municipality, the municipality may consider:*
 - 1) *the purchase price;*
 - 2) *the reputation of the bidder and of the bidder's goods or services;*
 - 3) *the quality of the bidder's goods or services;*
 - 4) *the extent to which the goods or services meet the municipality's needs;*

- 5) *the bidder's past relationship with the municipality;*
 - 6) *the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;*
 - 7) *the total long-term cost to the municipality to acquire the bidder's goods or services; and*
 - 8) *any relevant criteria specifically listed in the requirements for bids or proposals.*
- (c) *Before awarding a contract under this section, a municipality must indicate in the bid specifications and requirements that the contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.*

5.7 Disclosure of Information

Access to bidder-declared trade secrets or confidential information shall be in accordance with the Texas Government Code Chapter 552, the Public Information Act, and applicable City policies implementing this chapter.

Texas Local Government Code Chapter 252.049(b) states, in part:

If provided in a RFP, proposals shall be opened in a manner that avoids disclosure of the contents to competing offers and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

5.8 Professional Services

Personal and professional services are exempt from the competitive bidding process and may be procured using Request for Proposals (RFP) documents. The Finance Department is available to consult with departments regarding the preparation of information; however, the presentation of technical and qualifications aspects of personal and/or professional services included in any RFP documents is the sole responsibility of the requesting department.

1. Texas Government Code, Chapter 2254, Subchapter A, Professional Services, states that contracts for the procurement of defined professional services may not be awarded based on competitive bids. Instead, they must be awarded on the basis:
 - (a) *Of demonstrated competence and qualifications to perform the services;*
 - (b) *For a fair and reasonable price;*
2. Professional Services for the purposes of Government Code Chapter 2254 are defined as those "services within the scope of the practice, as defined by state law, of accounting, architecture, landscape architecture, land surveying, medicine, optometry, professional engineering, real estate appraising, or professional nursing, or provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant, an architect, a landscape architect, a land surveyor, a physician, including a surgeon, an optometrist, a professional engineer, a state certified or state licensed real estate appraiser, or a registered nurse.

5.9 Automated Information Systems

All requests for computer equipment, software, telecommunications and related services or supplies should be submitted to the City's IT Consultant for review and technical evaluation. The IT Consultant will review each request for compatibility with other hardware and software and will investigate alternatives if needed.

Recommendations and comments will include but not be limited to:

- Additional costs incurred because of the purchase;
- Compatibility considerations;
- Cost effectiveness of the request; and
- Alternatives that would effectively meet the users' needs.

No purchases for computer-related equipment or supplies are allowed without this review.

- (c) *Prior to obtaining City signatures on contracts, staff shall present the responsive bidder with Standard Government Contract and Purchase Rider for Contracts (The Rider) for its review and signature. The Rider should be attached to the final contract document for the City. The Rider is included in the Addendum of this Policy.*

5.10 Cooperative Purchases

Cooperative purchasing occurs when two or more governmental entities coordinate some or all purchasing efforts to reduce administrative costs, take advantage of quantity discounts, share specifications, and create a heightened awareness of legal requirements. Cooperative purchasing can occur through inter-local agreements, state contracts, piggybacking, and joint purchases and should be used when deemed in the City's best interest.

5.11 Emergency Purchases

Valid emergencies are those that occur because of the breakdown of equipment which must be kept in operation to maintain the public's safety or health, or whose breakdown would result in the disruption of City operations. When this situation occurs, the department heads may exercise the authority of the City Manager and supervisory personnel may exercise the authority of the department heads but must report the facts and circumstances to the City Manager as soon as possible.

The Legislature exempted certain items from sealed bidding in the Texas Local Government Code Section 252.022(a), including but not limited to:

1. *A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.*
2. *A procurement necessary to preserve or protect the public health or safety of the municipality's residents;*
3. *Procurement is necessary because of unforeseen damage to public machinery, equipment or other property.*

5.12 Sole Source Purchases

Sole-source purchases are items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies as defined by the Local Government Code.

When a department has identified a specific item with unique features or characteristics essential and necessary to the requesting department and no alternate products are available, a detailed written justification must be provided to the Finance Department in advance for review and approval.

6.0 LEGAL DEFINITION

The legislature exempted certain items from sealed bidding in the Vernon's Texas Codes Annotated- Local Government Code Section 252.022 (a) 7, in part: Procurement of items available from only one source, including:

1. Items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;

2. Films, manuscripts, or books
3. Gas, water, garbage, and other utility services;
4. Captive replacement parts or components for equipment;
5. Books, papers, and other library materials for a public library that are available only from the person holding exclusive distribution rights to the materials; and
6. Management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits.

7.0 RECOMMENDATION TO CITY COUNCIL

The Manager, or designed staff member, will make a final recommendation to the City Council for awarding of contracts in accordance with Section 5.6.

8.0 ACCOUNTABILITY

- A. Directors and all supervisory personnel are accountable to the City Manager for their purchasing decisions. The person requesting the purchase order is held accountable for ensuring purchases are free from fraud, waste and abuse and are in support of established priorities.
- B. The City Manager is accountable to the City Council for all purchases.

9.0 ADDENDUMS

9.1 Purchase Card Policy



CITY OF UNIVERSAL CITY

Purchasing Card Policy

1. AUTHORITY

Employees and elected officials of the City of Universal City who are issued a purchasing card are responsible for understanding all guidelines governing use of the City purchasing card. Department Heads are responsible for reviewing and approving all departmental charges including those made with a purchasing card. The Finance Director or her/his designee is the Purchasing Card Administrator for the City and is responsible for monitoring card usage and serves as the contact person with the Card Issuer.

2. DEFINITIONS

Card Issuer – Any financial institution that issues purchasing cards on behalf of credit card networks. Typical services include providing electronic transaction authorization and billing the City for all purchases made on the cards.

Cardholder – an employee of the City who is approved by his/her Department Head and City Manager to use a purchasing card to execute purchasing transactions on behalf of the City.

Department Head – Organizational official who must approve employee's request for a purchasing card, designate default accounting codes for purchases on the purchasing card and submit paperwork to the Purchasing Card Administrator. Department Head approval delegates transaction authority to the Cardholder.

Organization – Arranges with the card issuer to have purchasing cards issued to approved employees and agrees to accept liability for the employee's use of the cards. For this policy, Organization shall be interchangeable with City.

Purchasing Card Administrator – the central administrator located in the City's Finance Department who coordinates the purchasing card program and acts as the intermediary in correspondence with the card issuer.

Vendor – The merchant from whom a cardholder is making a purchase.

3. POLICY

I. PURPOSE

The purpose of the Purchasing Card policy is to establish guidelines governing the use of the Purchasing Card for the City of Universal City.

The purchasing card program has been implemented to provide a more efficient method of making purchases less than \$2,500. Purchases made pursuant to this policy shall be from the current budget year. Purchases will be charged directly to the departmental account numbers and will show on each department's financial report. The City will issue one payment each month the Card Issuer for all Purchasing Card purchases.

The primary benefits of the purchasing card program are:

- More timely purchase and receipt of goods
- Reduction in costs associated with processing purchase orders
- Increased information about purchasing transactions
- Volume of activity associated with use of the card dramatically increases the efficiency of procuring low dollar items and eliminates the need for a requisition/purchase order processes

The Finance Department will administer the purchasing card program and will act as the liaison between the Cardholders, Vendors and Card Issuer.

Program Overview

- Purchasing Cards will be issued to City employees with the City Manager's approval.
- Cards may be subject to immediate revocation at the discretion of the City Manager.
- All transactions shall follow the Purchase Procedure Requirements as adopted under Ordinance 544-A-03 and hereto attached as Exhibit A.
- The name of the employee will be embossed on the card.
- Purchasing Cards will **not** be transferable between individuals or departments.
- The Employee's Department Head must approve the request for a card for the Cardholder.
- Cardholders make purchases and receive a monthly statement from the Card Issuer.
- Cardholder matches receipts to monthly statement and forwards with completed Activity Log to the Purchasing Card Administrator for review and filing.
- Monthly department reports of Cardholder transactions will be distributed to the Purchasing Card Administrator. Cardholders will have the responsibility for overriding the default accounting code for transactions, identify transactions subject to use tax, approving bills and adding cost share information if required. All monthly Activity Logs must have the Department Heads approval for transaction expenditures.
- The Card Issuer sends a consolidated invoice to the City at the end of each monthly billing cycle.
- A payment (bank account draft) is made to the Card Issuer within 25 days after the end of the billing cycle.
- Employees who are issued a City credit card (either for temporary or permanent use) will be required to sign a Universal City Purchasing Card Agreement.

A. Transaction Limits

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than \$2,500.00 The established monthly card limit is based upon the city's budgetary constraints and is not to exceed \$50,000 per

month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

II. LEGAL ISSUES

All procurement rules found in the City of Universal City Personnel and Procedures Manual apply to the use of the purchasing card. Cardholders, program users, or approving officials who knowingly, or through willful neglect, fail to comply with this mandate may be subject to suspension or termination of account privileges or other disciplinary action, up to and fully including termination of employment and criminal prosecution of the law.

The City Purchasing Card Administrator and the City Manager reserve the right to withdraw any authority or delegated approval due to non-compliance with applicable laws, rules, regulations, policies, and procedures, or the terms of any conditional approval.

A. Personal Purchases Prohibited

Cardholders are prohibited from using the Purchasing Card for the purchase of any goods or services not directly or indirectly related to City business. Intentional use of the card for personal purchases will result in disciplinary action, up to and including termination and criminal prosecution.

B. Split Purchase Personal Purchases Prohibited

Competitive bidding is required for all open-market purchases anticipated to be \$2,500 or more.

Cardholders are prohibited from splitting a transaction between two or more transactions on a single account, two or more transactions on multiple accounts, or two or more transactions using the P-Card to circumvent competitive solicitation requirements.

C. Payment of Sales and Use Tax

State law exempts purchases made by state entities/local governments from State Sales and Use Tax when payment is made with appropriated funds. Cardholders must present the Sales and Use Tax Exemption, Form to suppliers upon request.

The requirement for out-of-state suppliers to charge Sales and Use Tax on shipments to purchasers in the State of Texas does not apply to tax-exempt state/local government entities. If the supplier refuses to remove taxes, the cardholder must make the purchase from a different supplier whenever possible.

Cardholders are responsible for ensuring that merchants do not charge tax or provide a credit for inadvertent charges.

1. If taxes are charged, the cardholder must contact the merchant to obtain a credit to the account. Sales tax cannot be disputed with the bank.
2. Credits cannot be obtained by any other method, including, but not limited to, cash, gift cards, or store credit.
3. Documentation of attempts to obtain credit for any state Sales and Use Tax charged in error must be maintained with the documentation for the transaction where the tax was charged.

D. Records Retention Requirements

The City of Universal City maintains the official Records Retention Schedule.

1. Documents related to transactions (e.g.-receipts) are accounting records and must be maintained according to the requirements of Accounts Payable Files.
2. Documents related to the issuance of accounts to employees (e.g.-profile forms) are accounting records and must be maintained according to the requirements of Purchasing Card Administration Records.

III. SPENDING LIMITS

All purchasing cards have default account numbers, embedded controls, and spending limits as well as restrictions on merchant category codes. Additional controls have been added to each purchasing card in order to assist in keeping charges within the City of Universal City monetary spending limits and budgeted year. These spending limits are embedded in each card via the magnetic strip and are imposed at the point of sale when the card is swiped.

Cardholder Spending Limits

The available limits on a Purchasing Card include:

- \$ per transaction – Single Transaction Limit (STL)
- \$ per month – Credit Limit (CL) – this is a monthly limit

The established standard monthly credit card limit is based on the Cardholder's budgetary responsibility not to exceed **\$2,500.00** per month. If a cardholder requires a higher monthly limit, they may request, with appropriate justification, an exception from the Finance Director. Monthly limits will be reviewed on an annual basis to determine if there is still a need for the higher limit. Note that the monthly limit is refreshed at the beginning of the billing cycle.

IV. CARDHOLDER/DEPARTMENT HEAD RESPONSIBILITIES

Issuance of a purchasing card is a relationship of trust between cardholders, departments, and the City. The Purchasing Division's responsibility is to provide quality service and information to Department Heads and Cardholders. Cardholders' responsibilities are outlined below.

All cardholders are *de facto* purchasing agents for the City. All card program personnel must have a minimum understanding of the City's procurements rules.

The Cardholder is responsible for ensuring the card is used within the guidelines stated in this Purchasing Card Policy relating to the expenditure of departmental funds. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to his/her immediate supervisor and Department Head, and further disciplinary measures up to and including possible termination and/or criminal prosecution.

Card Usage

1. Ensure that no other persons have access to any card information (i.e.-card account number, expiration date, security code, etc.)
2. Ensure that all purchases comply with State/City internal policies.

Approval Procedure

Always follow proper internal departmental procedures in obtaining approval for the purchase. If unsure as to whether an item to be purchased does or does not fall within City's purchasing card guidelines, contact the Purchasing Card Administrator before making the purchase.

Maintain Transaction Log

As card transactions occur, the Cardholder must record all purchases and credits on a transaction log. Transaction logs help to keep a running tally of monthly charges and identify outstanding transactions not yet billed on the monthly bank statement. Maintaining these logs will assist the Cardholder in staying within the established purchasing limits of the card. The log may also be used to verify receipt of the correct quantity and product along with verification of billing in the correct price.

Ensure Adequate Documentation

If receipts do not provide sufficient detail to identify what the purchase is and what the business reason is for the purchase, the Cardholder should include additional details documented on the receipt, transaction log or other supporting documentation. If adequate documentation is unavailable, a missing receipt affidavit form must be completed, signed, and kept on file with the monthly bank statement. A pattern of missing receipts, which is defined as more than three (3) times in one fiscal year, will result in suspension of purchasing card privileges for a minimum of three (3) months. A copy of each missing receipt form should be forwarded to the Purchasing Card Administrator for tracking purposes.

Security

Cardholders are responsible for always safeguarding the purchasing card and account numbers. To prevent unauthorized use and limit the potential for fraud, the Cardholder should use basic security measures, as outlined below:

- Keep the purchasing card and account number in a secure location. Safeguard it as if it were your own personal credit card.
- Do not loan or share the purchasing card with others, including co-workers within the department.
- Review monthly bank statements immediately upon receipt, to detect unauthorized transactions.
- Before placing an order with an online merchant, make sure the site is secure before entering your account information. The URL, or website address, should begin with *https*. A graphic, such as a lock, should appear in the bottom right corner of your browser bar.

To aid in security, best practices to prevent fraud and misuse include NOT allowing an individual other than the cardholder to:

- Have physical possession of the purchasing card to make payments to point of sale vendors;
- Have access to the purchasing card number and expiration date to make payments via telephone, internet, or in person;
- Have access to receipts or invoices that display the complete purchasing card number and expiration date.

- Lost, stolen, or fraudulently used purchasing cards must be reported to the Card Issuer immediately. The Purchasing Card Administrator must be immediately notified in writing and given the card to be properly disposed. After reporting the compromised Card Issuer and the Purchasing Card Administrator, send the card to the Purchasing Card Administrator to be properly disposed.

Dispute Resolution

The Cardholder is responsible for resolving disputes with the vendor. Such disputes may include incorrect pricing, delivery problems, incorrect items received, damaged items, etc. ***A fraudulent charge is not handled in the same manner as a dispute. Bank services will contact the Purchasing Card Administrator for any fraudulent charges.***

Reconciliation of Billing Statements

A reconciliation of the monthly billing statement to receipts, invoices, and other supporting documentation must occur on a monthly basis. The following steps must be completed when performing the monthly reconciliation process:

1. Compile the monthly reconciliation package. This package consists of all **original** documentation, including receipts, credits, transaction logs, and other supporting documentation. The package must be reconciled and attached to the signed/dated transaction log and monthly bank statement.
2. The Cardholder must review the reconciliation package and sign/date the monthly bank statement to indicate that a review of the reconciliation package has been conducted. The reconciliation package should be submitted to the Department Head.
3. A review by the Department Head of each Cardholder's transactions must occur to ensure that the purchase was reasonable, appropriate, and necessary while also in compliance with purchasing card rules and regulations. This review must be conducted on a monthly basis and must be evidenced by a signature of the Department Head.
4. The reconciliation package is forwarded to the Purchasing Card Administrator for further review to assure that Steps 1-3 are performed on each Cardholder.

Department Head

This role has sole authority for assignment of purchasing cards and roles. This responsibility to assign cards and roles may not be delegated (even to those individuals holding signature authority). The Department Head has overall budgetary responsibility for the department's purchasing card program and is responsible for following sound business practices. The Department Head recommends the issuance of new cards which includes recommending the single transaction and monthly credit limits. The Department Head must establish and maintain internal controls on usage of the card. Each Department Head is responsible for the prevention and detection of instances of fiscal irregularities and related misconduct. In addition, Department Heads are expected to recognize risks and exposures inherent in their area of responsibility and to be aware of indications of fraud and related misconduct.

V. PURCHASING CARD ADMINISTRATOR RESPONSIBILITIES

The Purchasing Card Administrator serves as the main point-of-contact for all card program personnel and serves as a liaison between end-user and the bankcard Issuer. The Purchasing Card Administrators fulfill responsibilities in the following areas:

Card Management:

1. Develops and maintains the City's Purchasing Card policy to address policy issues unique to the City.
2. Develops internal procedures for requesting new cards and/or changes to existing cards (e.g.-change in spending limits).
3. Works with management to determine appropriate cardholder spending limits based on budget restrictions, job requirements, historical spending patterns, and overall procurement practices.
4. Maintain the cardholder agreement for all cardholders.
5. Maintain account information and secure all cardholder information.
6. Keep cardholders up to date on new or changing information
7. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately reports it to appropriate parties, including the Card Issuer.
8. Ensure all purchasing card accounts are being utilized properly as set forth by state law and this policy.
9. Define the City's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.
10. Identifies any changes to named persons authorized to use a government purchasing card.
11. Any other duties assigned by the municipal governing authority.

Reconciliation Procedures

The Purchasing Card Administrator is responsible for developing internal procedures for:

1. Reconciliation procedures that ensure timely payment and/or allocation of transactions to the General Ledger at least monthly.
2. Documentation for reconciliation of transactions.
3. Disputing a transaction with the Card Issuer.

VI. INTERNAL CONTROLS

A strong system of internal controls is essential for detection and deterrence of fraud, misuse, or abuse of the purchasing card. Internal controls include policies, procedures, and training in addition to spending limits and restrictions.

A. General Requirements

The Finance Department established an internal control structure that ensures compliance with state/local government procurement laws, sound accounting practices, and internal policy.

Minimum requirements include:

1. Separation of duties between ordering cards, making transactions, and review/approval of transactions for payment.
2. Limits on the number of cardholders assigned to a department in order to ensure adequate review of business need and documentation for each purchase.
3. Provision for annual independent audit or review of the purchasing card program by the Purchasing Card Administrator or other business unit assigned audit responsibilities.

B. Cardholder Spending Limits and Utilization

Imposing spending limits enables management to provide cardholders with the purchasing power to accomplish the needs of the job without exposing the City to unnecessary risk. Spending limits should be based on job responsibilities. Cardholder spending limits must be reviewed at least annually to determine

if actual usage is consistent with spending limits and increases or decreases made as needed.

VII. UNAUTHORIZED PURCHASES

The Purchasing Card **SHALL NOT** be used to purchase the following items:

- Alcohol
- Cash Advances
- Entertainment (except for City sponsored events)
- Firearms/Explosives (except for law enforcement activities)
- Bonds and Capital Improvement Expenditures.
- Professional Services - Architectural/Engineering, Legal or other state-certified professionals.
- Personal Purchases
- Sales Tax from Vendors within the State of Texas using City Funds
- Travel/Training, Meals and Entertainment – The card may be used for travel/training and meals **only** for pre-approved city business in lieu of per diem.

VIII. UNAUTHORIZED PRACTICES

A. Purchase Card Sharing

Only that person named on the purchasing card is the authorized user. Purchasing Card sharing is prohibited and will result in immediate termination of the purchasing card and all purchasing card privileges for one year. Purchasing card sharing is the practice of allowing an individual other than the cardholder whose name appears on the front of the purchasing card to have access to the purchasing card or purchasing card number to initiate or complete a transaction. Purchasing card sharing increases the risk of fraud and cardholder liability.

B. Personal Use

All personal use (intentional or unintentional) of the purchasing card must be handled by the Cardholder as follows:

- ***Immediately report the purchase to the Department Head.***
- ***Attach a memo or e-mail to the Purchasing Card Administrator explaining the circumstance of what happened (including a timeline of the incident) and include a copy of the receipt and/or other supporting documentation.***
- ***Funds shall be reimbursed by personal check made payable to City of Universal City.***
Please be sure to reference the applicable purchasing card transaction #.
- ***The personal charge must be reported even if the vendor credits the charge.***
- ***Submit the entire package to Purchasing Card Administrator.***

Three or more incidents of personal misuse in a three-month period may result in automatic suspension of purchasing card privileges for a minimum of 3 months.

C. Violations

The use of a government purchasing card may be suspended or revoked when it has been determined that the Cardholder has violated the approved policies or state law regarding the use of the government purchasing card. The purchasing card shall be revoked whenever a Cardholder is removed from employment with the City. The Cardholder may be held personally liable for the transactions (up to and including payroll deductions) for the total dollar amount of the unauthorized purchases, plus any administrative fee charged by the crediting agency in connection with the misuse.

**CITY OF UNIVERSAL CITY
PURCHASING CARDHOLDER AGREEMENT**

I, _____, agree to the following regarding my use of the City of Universal City Purchasing Card:

1. I understand that under no circumstances will I use the purchasing card to make personal or non-work-related purchases, either for myself or for others. A personal or non-work-related purchase with the intent to reimburse the City is unacceptable and shall be considered a fraudulent purchase.
2. I understand that I am liable for the amount of unauthorized purchases or advances, plus any administrative fees charged by the bank in connection with the misuse and that I will be required to reimburse the City of Universal City for all costs associated with such improper use.
3. I understand that I will not request or receive cash from suppliers because of exchanges or returns.
4. I understand that I am the only individual authorized to use the purchasing card assigned to me. It is not transferable to any other individual.
5. I understand that the City of Universal City can terminate my right to use the purchasing card at any time for any reason. I agree to return the card to my Purchasing Card Administrator immediately upon request, upon my transfer to another department, or upon my termination of employment.
6. I will follow the established procedures for using the purchasing card. Failure to do so may result in either revocation of my user privileges or other possible disciplinary actions, up to and including termination of employment.
7. I have reviewed the Purchasing Card Policy and understand the procedures and requirements for using the purchasing card. I understand that I cannot use the purchasing card for those goods and services listed within the "Unauthorized Purchases" section of the Purchasing Card Policies and Procedures.
8. I agree that should I willfully violate the terms of this Agreement and use the purchasing card for personal use or gain that I will surrender my purchasing card and reimburse City off Universal City for all incurred charges and any fees related to the collection of those charges. I understand that I can be held personally liable to the City of Universal City for any unauthorized purchases or other misuse.

Cardholder Name (Print)

Purchasing Card Account Number

Cardholder Signature

Purchasing Card Administrator Signature

Social Security Number (last four)

Date

Department _____

CITY OF UNIVERSAL CITY

PURCHASING CARD MISSING RECEIPT FORM

I, _____, have either not received or misplaced a Purchasing Card receipt totaling \$ _____. This expense was on behalf of the City of Universal City. This form is submitted in lieu of the original receipt.

Reference Number: _____ Date: _____

Supplier Name: _____ Amount: \$ _____

Supplier Address & Telephone number: _____

- Items purchased:
- (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
 - (5) _____
 - (6) _____

I certify that the amounts shown above were expended for the City of Johns Creek business purposes.

Cardholder Signature Date

P-Card Administrator Signature Date

Director Signature Date

**CITY OF UNIVERSAL CITY
PURCHASING CARD DISPUTE FORM**

Name (Please Print)

Purchasing Card Account Number

Statement Date	Reference Number	Posting Date	Transaction Date	Amount	Supplier Name

Please Check the Appropriate Box(s)

- I certify that the charges listed above were not made by me nor were the goods or services represented by the above transaction received by me.
- I do not recognize the transaction as listed above. Please inform me of the supplier name and description of goods purchased.
- The credit was listed as a sale on my statement. Enclosed is a copy of my credit memorandum.
- The amount of the sales slips was increased from \$_____ to \$_____. Enclosed is my copy of the sales slip prior to alteration.
- I received a price adjustment (credit slip) on the above transaction, and it has not appeared on my statement. Enclosed is a copy of my cancellation notification to the supplier.
- Although I did participate in the above transaction, goods and/or services were to be provided on (date)_____, but as of this date are yet to be received. I have contacted the supplier to no avail. I am therefore disputing the entire charge, or a portion, in the amount of \$_____.
- Although I did participate in the transaction, it has been canceled. Enclosed is a copy of my cancellation notification to the supplier.
- Although I did make the above transaction, the goods were received damaged/unsuitable for the purpose intended (explain below). I have attempted to return the goods. I am therefore disputing the entire charge, or a portion, in the amount of \$_____.
- Although I did engage in the above transaction, my enclosed documentation does not conform to the characterization of the item (explain below). I have attempted to return the goods. I am therefore disputing the entire charge, or a portion, in the amount of \$_____.
- I am disputing the charges because: *(Please explain completely)*.

_____ *Date Signature* **Form PURCHASE CARD POLICY-4**

9.2 Fuel Card Policy



CITY OF UNIVERSAL CITY

Fleet Fuel Card Policy

4. AUTHORITY

Employees of the City of Universal City who are issued a fleet fuel card are responsible for understanding all guidelines governing use of the City fleet fuel card. Department Heads are responsible for reviewing and approving all departmental charges including those made with a fleet fuel card. The Finance Director or her/his designee is the Fleet Fuel Card Administrator for the City and is responsible for monitoring card usage and serves as the contact person with the Card Issuer.

5. DEFINITIONS

Card Issuer – Any financial institution that issues fleet fuel cards on behalf of credit card networks. Typical services include providing electronic transaction authorization and billing the City for all purchases made on the cards.

Cardholder – an employee of the City who is approved by his/her Department Head and City Manager to use a fleet fuel card to execute purchasing transactions on behalf of the City.

Department Head – Organizational official who must approve employee's request for a fleet fuel card, designate default accounting codes for purchases on the fleet fuel card and submit paperwork to the Fleet Fuel Card Administrator. Department Head approval delegates transaction authority to the Cardholder.

Organization – Arranges with the card issuer to have fleet fuel cards issued to approved employees and agrees to accept liability for the employee's use of the cards. For this policy, Organization shall be interchangeable with City.

Fleet Fuel Card Administrator – the central administrator who coordinates the fleet fuel card program and acts as the intermediary in correspondence with the card issuer.

Vendor – The merchant from whom a cardholder is making a purchase.

6. POLICY

I. PURPOSE

The purpose of the Fleet Fuel Card Policy is to establish guidelines governing the use of the fleet fuel card for the City of Universal City.

The fleet fuel card program has been implemented to provide a more efficient method of making purchases for fuel and limited automotive/equipment parts and repairs. Purchases made pursuant to this policy shall be from the current budget year. Purchases will be charged directly to the departmental account numbers and

will show on each department's financial report. The City will issue one payment each month the Card Issuer for all fleet fuel card purchases.

The primary benefits of the fleet fuel card program are:

- a. More timely purchase and receipt of goods
- b. Reduction in costs associated with processing purchase orders
- c. Increased information about purchasing transactions
- d. Volume of activity associated with use of the card dramatically increases the efficiency of procuring low dollar items and eliminates the need for a requisition/purchase order processes

The Finance Department will administer the fleet fuel card program and will act as the liaison between the Cardholders, Vendors and Card Issuer.

Program Overview

- Fleet fuel cards will be issued to City employees with the City Manager's approval.
- Fleet fuel cards shall be used to purchase fuel, maintenance purchases, or roadside assistance services for Universal City-owned vehicles and is subject to immediate revocation at the discretion of the City Manager.
- The name of the vehicle will be embossed on the card; each employee will have a unique Personal Identification Number (PIN)
- Fleet fuel cards will **not** be transferable between individuals or departments.
- The Employee's Department Head must approve the request for a card for the Cardholder.
- Cardholders make purchases and receive a monthly statement from the Card Issuer.
- Cardholder matches receipts to monthly statement and forwards with completed Activity Log to the Fleet Fuel Card Administrator for review and filing.
- Monthly department reports of Cardholder transactions will be distributed to the Fleet Fuel Card Administrator. Cardholders will have the responsibility for overriding the default accounting code for transactions, identify transactions subject to use tax, approving bills and adding cost share information if required. All monthly Activity Logs must have the Department Heads approval for transaction expenditures.
- The Card Issuer sends a consolidated invoice to the City at the end of each monthly billing cycle.
- A payment (bank account draft) is made to the Card Issuer within 25 days after the end of the billing cycle.
- Employees who are issued a City credit card (either for temporary or permanent use) will be required to sign a Universal City Fleet Fuel Card Agreement.

A. Transaction Limits

Transaction limits are hereby established to ensure compliance with state purchasing laws, maintain proper budgetary controls, and to minimize excessive use of any individual credit line. Individual monthly card limits cannot exceed those established by the municipal governing authority. The established single transaction limit for each card must be less than \$1,000.00 The established monthly card limit is based upon the City's budgetary constraints and is not to exceed \$25,000 per month. Any exceptions to the standardized limits must have express written approval by the municipal governing authority and must be added to this policy by amendment or addendum.

II. LEGAL ISSUES

In addition to any governing state law, the procurement rules found in the City of Universal City Personnel and Procedures Manual shall apply to the use of the fleet fuel card. Cardholders, program users, or approving

officials who knowingly, or through willful neglect, fail to comply with this mandate may be subject to suspension or termination of account privileges or other disciplinary action, up to and fully including termination of employment and criminal prosecution of the law.

The City Fleet Fuel Card Administrator and the City Manager reserve the right to withdraw any authority or delegated approval due to non-compliance with applicable laws, rules, regulations, policies, and procedures, or the terms of any conditional approval.

A. Personal Purchases Prohibited

Cardholders are prohibited from using the Fleet Fuel Card for the purchase of any goods or services not directly or indirectly related to City business. Intentional use of the card for personal purchases will result in disciplinary action, up to and including termination and criminal prosecution.

B. Split Purchases Prohibited

Cardholders are prohibited from splitting a transaction between two or more transactions on a single account, two or more transactions on multiple accounts, or two or more transactions using the fuel card to circumvent credit limits.

C. Payment of Sales and Use Tax on Fleet Supplies and Parts

State law exempts purchases made by state entities/local governments from State Sales and Use Tax when payment is made with appropriated funds. Cardholders must present the Sales and Use Tax Exemption, Form to suppliers upon request.

The requirement for out-of-state suppliers to charge Sales and Use Tax on shipments to purchasers in the State of Texas does not apply to tax-exempt state/local government entities. If the supplier refuses to remove taxes, the cardholder must make the purchase from a different supplier whenever possible.

Cardholders are responsible for ensuring that merchants do not charge tax or provide a credit for inadvertent charges.

1. If taxes are charged, the cardholder must contact the merchant to obtain a credit to the account. Sales tax cannot be disputed with the bank.
2. Credits cannot be obtained by any other method, including, but not limited to, cash, gift cards, or store credit.
3. Documentation of attempts to obtain credit for any state Sales and Use Tax charged in error must be maintained with the documentation for the transaction where the tax was charged.

D. Records Retention Requirements

The City of Universal City maintains the official Records Retention Schedule.

1. Documents related to transactions (e.g.-receipts) are accounting records and must be maintained according to the requirements of Accounts Payable Files.
2. Documents related to the issuance of accounts to employees (e.g.-profile forms) are accounting records and must be maintained according to the requirements of Fleet Fuel Card Administration Records.

III. SPENDING LIMITS

All fleet fuel cards have default account numbers, embedded controls, and spending limits as well as restrictions on merchant category codes. Additional controls have been added to each fleet fuel card in order to assist in keeping charges within the City of Universal City monetary spending limits and budgeted year. These spending limits are embedded in each card via the magnetic strip and are imposed at the point of sale when the card is swiped.

Cardholder Spending Limits

The available limits on a Fleet Fuel Card include:

- a. \$ 1,000 per transaction – Single Transaction Limit (STL)
- b. \$ 4,000 per month – Credit Limit (CL) – this is a monthly limit

The established standard monthly credit card limit is based on the Cardholder's budgetary responsibility not to exceed **\$4,000.00** per month. If a cardholder requires a higher monthly limit, they may request, with appropriate justification, an exception from the Fleet Fuel Card Administrator. Monthly limits will be reviewed on an annual basis to determine if there is still a need for the higher limit. Note that the monthly limit is refreshed at the beginning of the billing cycle.

IV. CARDHOLDER/DEPARTMENT HEAD RESPONSIBILITIES

Issuance of a fleet fuel card is a relationship of trust between cardholders, departments, and the City. The Purchasing Division's responsibility is to provide quality service and information to Department Heads and Cardholders. Cardholders' responsibilities are outlined below.

All cardholders are *de facto* purchasing agents for the City. All card program personnel must have a minimum understanding of the City's procurements rules.

The Cardholder is responsible for ensuring the card is used within the guidelines stated in this Fleet Fuel Card Policy. Failure to comply with program guidelines may result in permanent revocation of the card, notification of the situation to his/her immediate supervisor and Department Head, and further disciplinary measures up to and including possible termination and/or criminal prosecution.

Card Usage

1. Ensure that no other persons have access to any card information (i.e.-card account number, expiration date, security code, etc.)
2. Ensure that all purchases comply with State/City internal policies.

Approval Procedure

Cardholder shall always follow proper internal departmental procedures in obtaining approval for the purchase. If unsure as to whether an item to be purchased does or does not fall within City's Fleet Fuel Card Guidelines, Cardholder shall contact the Fleet Fuel Card Administrator before making the purchase.

Maintain Transaction Log

As card transactions occur, the Cardholder must record all purchases and credits on a transaction log. Transaction logs help to keep a running tally of monthly charges and identify outstanding transactions not yet

billed on the monthly bank statement. Maintaining these logs will assist the Cardholder in staying within the established purchasing limits of the card. The log may also be used to verify receipt of the correct quantity and product along with verification of billing in the correct price.

Ensure Adequate Documentation

If receipts do not provide sufficient detail to identify what the purchase is and what the business reason is for the purchase, the Cardholder shall include additional details documented on the receipt, transaction log or other supporting documentation. If adequate documentation is unavailable, a missing receipt affidavit form must be completed, signed, and kept on file with the monthly bank statement. A pattern of missing receipts, which is defined as more than three (3) times in one fiscal year, will result in suspension of fleet fuel card privileges for a minimum of three (3) months. A copy of each missing receipt form must be forwarded to the Fleet Fuel Card Administrator for tracking purposes.

Security

Cardholders are responsible for always safeguarding the fleet fuel card and account numbers. To prevent unauthorized use and limit the potential for fraud, the Cardholder shall use basic security measures, as outlined below:

- Fleet fuel card and account number shall be kept in a secure location. Safeguard it as if it were your own personal credit card.
- Cardholder shall not loan or share the fleet fuel card PIN with others, including co-workers within the department.
- Cardholder shall review monthly statements immediately upon receipt, to detect unauthorized transactions.

To aid in security, best practices to prevent fraud and misuse include NOT allowing an individual other than the cardholder to:

- Have physical possession of the fleet fuel card to make payments to point of sale vendors;
- Have access to the fleet fuel card number and expiration date to make payments via telephone, internet, or in person;
- Have access to receipts or invoices that display the complete fleet fuel card number and expiration date.
- Lost, stolen, or fraudulently used fleet fuel cards must be reported to the Card Issuer immediately. The Fleet Fuel Card Administrator must be immediately notified in writing and given the card to be properly disposed. After reporting the compromised Card Issuer and the Fleet fuel card Administrator, send the card to the Fleet Fuel Card Administrator to be properly disposed.

Dispute Resolution

The Cardholder is responsible for resolving disputes with the vendor. Such disputes may include incorrect pricing, delivery problems, incorrect items received, damaged items, etc. ***A fraudulent charge is not handled in the same manner as a dispute. Bank services will contact the Fleet Fuel Card Administrator for any fraudulent charges.***

Reconciliation of Billing Statements

A reconciliation of the monthly billing statement to receipts, invoices, and other supporting documentation must occur on a monthly basis. The following steps must be completed when performing the monthly reconciliation process:

1. Compile the monthly reconciliation package. This package consists of all **original** documentation, including receipts, credits, transaction logs, and other supporting documentation. The package must be reconciled and attached to the signed/dated transaction log and monthly bank statement.
2. The Cardholder must review the reconciliation package and sign/date the monthly bank statement to indicate that a review of the reconciliation package has been conducted. The reconciliation package must be submitted to the Department Head.
3. A review by the Department Head of each Cardholder's transactions must occur to ensure that the purchase was reasonable, appropriate, and necessary while also in compliance with fleet fuel card rules and regulations. This review must be conducted on a monthly basis and must be evidenced by a signature of the Department Head.
4. The reconciliation package is forwarded to the Fleet Fuel Card Administrator for further review to assure that Steps 1-3 are performed on each Cardholder.

Department Head

This role has sole authority for assignment of fleet fuel cards and roles. This responsibility to assign cards and roles may not be delegated (even to those individuals holding signature authority). The Department Head has overall budgetary responsibility for the department's fleet fuel card program and is responsible for following sound business practices. The Department Head recommends the issuance of new cards which includes recommending the single transaction and monthly credit limits. The Department Head must establish and maintain internal controls on usage of the card. Each Department Head is responsible for the prevention and detection of instances of fiscal irregularities and related misconduct. In addition, Department Heads are expected to recognize risks and exposures inherent in their area of responsibility and to be aware of indications of fraud and related misconduct.

V. FLEET FUEL CARD ADMINISTRATOR RESPONSIBILITIES

The Fleet Fuel Card Administrator serves as the main point-of-contact for all card program personnel and serves as a liaison between end-user and the bankcard Issuer. The Fleet Fuel Card Administrators fulfill responsibilities in the following areas:

Card Management:

1. Develops and maintains the City's Fleet Fuel Card Policy to address policy issues unique to the City.
2. Develops internal procedures for requesting new cards and/or changes to existing cards (e.g.-change in spending limits).
3. Works with management to determine appropriate cardholder spending limits based on budget restrictions, job requirements, historical spending patterns, and overall procurement practices.
4. Maintain the cardholder agreement for all cardholders.
5. Maintain account information and secure all cardholder information.
6. Keep cardholders up to date on new or changing information.
7. Upon receipt of information indicating fraudulent use or lost/stolen cards immediately reports it to appropriate parties, including the Card Issuer.
8. Ensure all fleet fuel card accounts are being utilized properly as set forth by State law and this policy.
9. Define the City's policy and procedures for proper documentation and storage of receipts, logs, and approvals required under this policy.
10. Identifies any changes to named persons authorized to use a government fleet fuel card.

11. Any other duties assigned by the municipal governing authority.

Reconciliation Procedures

The Fleet Fuel Card Administrator is responsible for developing internal procedures for:

1. Reconciliation procedures that ensure timely payment and/or allocation of transactions to the General Ledger at least monthly.
2. Documentation for reconciliation of transactions.
3. Disputing a transaction with the Card Issuer.

VI. INTERNAL CONTROLS

A strong system of internal controls is essential for detection and deterrence of fraud, misuse, or abuse of the fleet fuel card. Internal controls include policies, procedures, and training in addition to spending limits and restrictions.

A. General Requirements

The Finance Department established an internal control structure that ensures compliance with state/local government procurement laws, sound accounting practices, and internal policy.

Minimum requirements include:

1. Separation of duties between ordering cards, making transactions, and review/approval of transactions for payment.
2. Limits on the number of cardholders assigned to a department in order to ensure adequate review of business need and documentation for each purchase.
3. Provision for annual independent audit or review of the fleet fuel card program by the Fleet Fuel Card Administrator or other business unit assigned audit responsibilities.

B. Cardholder Spending Limits and Utilization

Imposing spending limits enables management to provide cardholders with the purchasing power to accomplish the needs of the job without exposing the City to unnecessary risk. Spending limits should be based on job responsibilities. Cardholder spending limits must be reviewed at least annually to determine if actual usage is consistent with spending limits and increases or decreases made as needed.

VII. UNAUTHORIZED PURCHASES

The Fleet Fuel Card SHALL ONLY be used to purchase fuel, maintenance purchases, or roadside assistance services for Universal City-owned vehicles. Any other purchases are not authorized.

UNAUTHORIZED PRACTICES

A. Fleet Fuel Card Sharing

Only the named vehicle and the associated personal PIN on the fleet fuel card is the authorized user. Fleet Fuel Card sharing is prohibited and will result in immediate termination of the fleet

fuel card and all fleet fuel card privileges for one year. Fleet fuel card sharing is the practice of allowing an individual other than the vehicle whose name appears on the front of the fleet fuel card to have access to the fleet fuel card or fleet fuel card number to initiate or complete a transaction. Fleet fuel card sharing increases the risk of fraud and cardholder liability.

B. Personal Use

All personal use (intentional or unintentional) of the fleet fuel card is prohibited. Personal use of the fleet fuel card shall be handled by the Cardholder as follows:

- a. *Immediately report the purchase to the Department Head.***
- b. *Attach a memo or e-mail to the Fleet Fuel Card Administrator explaining the circumstance of what happened (including a timeline of the incident) and include a copy of the receipt and/or other supporting documentation.***
- c. *Funds shall be reimbursed by personal check made payable to City of Universal City.***
Please be sure to reference the applicable fleet fuel card transaction #.
- d. *The personal charge must be reported even if the vendor credits the charge.***
- e. *Submit the entire package to Fleet Fuel Card Administrator.***

Three or more incidents of personal misuse in a three month period may result in automatic suspension of fleet fuel card privileges for a minimum of 3 months.

C. Violations

The use of a government fleet fuel card may be suspended or revoked when it has been determined that the Cardholder has violated the approved policies or State law regarding the use of the government fleet fuel card. The fleet fuel card shall be revoked whenever a Cardholder is removed from employment with the City. The Cardholder may be held personally liable for the transactions (up to and including payroll deductions) for the total dollar amount of the unauthorized purchases, plus any administrative fee charged by the crediting agency in connection with the misuse.

CITY OF UNIVERSAL CITY
FLEET FUEL CARD AGREEMENT

I, _____, agree to the following regarding my use of the City of Universal City Fleet Fuel Card:

9. I understand that under no circumstances will I use the fleet fuel card to make personal or non-work-related purchases, either for myself or for others. A personal or non-work-related purchase with the intent to reimburse the City is unacceptable and shall be considered a fraudulent purchase.
10. I understand that I am liable for the amount of unauthorized purchases or advances, plus any administrative fees charged by the bank in connection with the misuse and that I will be required to reimburse the City of Universal City for all costs associated with such improper use.
11. I understand that I will not request or receive cash from suppliers because of exchanges or returns.
12. I understand that I am the only individual authorized to use the Fleet Fuel Card and PIN assigned to me. It is not transferable to any other individual.
13. I understand that the City of Universal City can terminate my right to use the fleet fuel card at any time for any reason. I agree to return the card to my Fleet Fuel Card Administrator immediately upon request, upon my transfer to another department, or upon my termination of employment.
14. I will follow the established procedures for using the fleet fuel card. Failure to do so may result in either revocation of my user privileges or other possible disciplinary actions, up to and including termination of employment.
15. I have reviewed the Fleet fuel card Policy and understand the procedures and requirements for using the fleet fuel card. I understand that the Fleet Fuel Card shall only be used to purchase fuel, maintenance, or roadside assistance services for Universal City-owned vehicles.
16. I agree that should I violate the terms of this Agreement and use the fleet fuel card for personal use or gain that I will surrender my fleet fuel card and reimburse City of Universal City for all incurred charges and any fees related to the collection of those charges. I understand that I can be held personally liable to the City of Universal City for any unauthorized purchases or other misuse.

Cardholder Name (Print)

Fleet Fuel Card Account Number

Cardholder Signature

Fleet Fuel Card Administrator Signature

Social Security Number (last four)

Date

Department _____

CITY OF UNIVERSAL CITY

FLEET FUEL CARD MISSING RECEIPT FORM

I, _____, have either not received or misplaced a Fleet Fuel Card receipt totaling \$ _____. This expense was on behalf of the City of Universal City. This form is submitted in lieu of the original receipt.

Reference Number: _____ Date: _____

Supplier Name: _____ Amount: \$ _____

Supplier Address & Telephone number: _____

- Items purchased:
- (1) _____
 - (2) _____
 - (3) _____
 - (4) _____
 - (5) _____
 - (6) _____

I certify that the amounts shown above were expended for the City of Universal City business purposes.

Cardholder Signature Date

Fuel Card Administrator Signature Date

Director Signature Date

**CITY OF UNIVERSAL CITY FLEET
FUEL CARD DISPUTE FORM**

Name (Please Print)

Fleet Fuel Card Account Number

Statement Date	Reference Number	Posting Date	Transaction Date	Amount	Supplier Name

Please Check the Appropriate Box(s)

- I certify that the charges listed above were not made by me nor were the goods or services represented by the above transaction received by me.
- I do not recognize the transaction as listed above. Please inform me of the supplier name and description of goods purchased.
- The credit was listed as a sale on my statement. Enclosed is a copy of my credit memorandum.
- The amount of the sales slips was increased from \$ _____ to \$ _____. Enclosed is my copy of the sales slip prior to alteration.
- I received a price adjustment (credit slip) on the above transaction, and it has not appeared on my statement. Enclosed is a copy of my cancellation notification to the supplier.
- Although I did participate in the transaction, it has been canceled. Enclosed is a copy of my cancellation notification to the supplier.
- I am disputing the charges because: *(Please explain completely)*.

Date

Signature

Form FLEET FUEL POLICY-3

9.3 Contract and Purchasing Rider (The Rider)



CITY OF UNIVERSAL CITY, TEXAS

STANDARD GOVERNMENTAL CONTRACT AND PURCHASING RIDER FOR CONTRACTS WITH THE CITY OF UNIVERSAL CITY, TEXAS

(Version August 2021)

By submitting a response to a solicitation or bid, or by entering into a contract for goods or services and/or by accepting a purchase order, the contracting party identified below agrees that the below terms and conditions shall govern all agreements with the City unless otherwise agreed to by a specifically executed provision within the contract and if permissible by law. Absent a specifically executed provision, the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. Application. This Governmental Rider applies to, is part of, and takes precedence over any conflicting provision in or attachment to the Contract (Contract) (attached hereto) of _____ (Vendor). The Contract involved in this Rider is described as follows:

Title of Contract: _____

2. Payment Provisions. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. City reserves the right to modify any amount due to contractor presented by invoice to the city if necessary to conform the amount to the terms of the contract.

3. Multiyear Contracts. If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.

4. Best Value Determination. All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below:

- a. Bid price.
- b. Reputation of the bidder and of bidder's goods and services.
- c. The quality of the bidder's goods or services.

- d. The extent to which the goods or services meet the City's needs.
- e. Bidder's past relationship with the City. All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.

5. Local Preference. The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.

6. No Ex-Parte Communications during Competitive Bidding Period. To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.

7. Abandonment or Default. A vendor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall not be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.

8. Disclosure of Litigation. Each vendor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.

9. Cancellation. The City reserves the right to cancel the contract without penalty by providing 30 days prior written notice to the contracting party. Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**

10. Annual Vendor Performance Review. The City reserves the right to review the vendor's performance at the end of each twelve month contract period and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.

11. Compliance with other laws and certification of eligibility to contract. Any offer to contract with the City shall be considered an executed certification that the vendor will/shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. ***Additionally, such offer shall indicate that the vendor has fully read and understood the terms and conditions for eligibility to contract***

with the City pursuant to the City's Ordinances and certifies they are in compliance with those local requirements. When requested, the vendor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.

12. Compliance with all Codes, Permitting and Licensing Requirements. The successful vendor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful vendor shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.

13. Mandatory Contracting Provisions. Where applicable, the City of Universal City may not enter into a contract with a vendor for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).

Vendor hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Vendor hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Vendor hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Vendor hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

14. Liability and Indemnity of City. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.. (Section 5, Article XI, Texas Constitution)

15. Indemnity and Independent Contractor Status of Contractor. Vendor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property

or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

16. Liens. Vendor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

17. Confidentiality. Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

18. Tax Exemption. The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

19. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

20. Sovereign Immunity. Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

21. Governing Law and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Bexar County, Texas.

22. Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, the City may not accept or enter into a contract until it has received from the Contractor a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Contractor understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering the Contract.

Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the City prior to the award of the contract. Neither the City nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

CITY OF UNIVERSAL CITY, TEXAS

VENDOR NAME _____

By: _____

By: _____

Title: City Manager _____

Title: _____

Date: _____

Date: _____

Sec. 1-4-4. Expenditures; bidding.

- (1) Expenditures less than the amount established from time to time by the Texas Government Code, the current amount being twenty-five thousand dollars (\$25,000.00), shall be made according to administrative policies and practices established by the city manager as appropriated in the annual budget.
- (2) All expenditures exceeding said amount shall be made according to formal bidding procedures as prescribed by the Texas Local Government Code.

(Ord. No. 544-A-03, 1-21-03)

SUMMARY OF PURCHASE PROCEDURES REQUIREMENTS *state law*

PURCHASE AMOUNT OF PURCHASE	APPROVAL REQUIRED	AVAILABILITY OF FUNDS	PURCHASE ORDER	BID REQUIRED	TYPE & NUMBER OF BIDS	SPECIFICATIONS & DESCRIPTION	QUANTITIES & UNIT PRICE
Under \$50.00 (Petty Cash)	Department Head	City Treasurer Verification	No	No	None	Not Applicable	On Sales Receipt
Repetitive Under \$2,500.00	Department Head	City Treasurer Verification	Yes	No	None, But check different sources periodically	On Purchase Order	On Purchase Order
Single Items Between \$2500.00 - \$15,000.00	Department Head & City Manager	City Treasurer Verification	Yes	Yes	3 Oral Bids	On Purchase Order	On Purchase Order
Over \$15,000.00 Under \$50,000.00	Department Head & City Manager	City Treasurer Verification	Yes	Yes	Written Informal (Unadvertised)	On Purchase Order or Specification Sheet	On Purchase Order or Specification Sheet
\$50,000.00 or more	Department Head, City Manager & City Council	City Treasurer Verification	No (Instead provide a copy of Accepted Bid to Treasurer)	Yes	Written Formal (Advertised)	On Bid Form with Specification Sheet	On Bid Form

EXHIBIT A

Sec. 1-4-2. Competitive bids policy; exceptions.

- (a) *Policy:* It shall be the policy of the City, before making any purchase or contract in a substantial amount for supplies, materials, equipment or contractual services, to assure that opportunity exists for competition by prospective suppliers or contractors.
- (b) *Competitive bids:* Purchases or contracts involving the expenditure of five thousand dollars (\$5,000.00) or more, require published bid invitations. Formal bid advertisement and contract award procedures will be in accordance with Chapter 252, Local Government Code.
- (c) *Exceptions:* Competitive bids and/or advertising need not be required in the following instances:
 - (1) A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality.
 - (2) A procurement necessary to preserve or protect the public health or safety of the municipality's residents.
 - (3) A procurement necessary because of unforeseen damage to public machinery, equipment, or other property.
 - (4) A procurement for personal or professional services.
 - (5) A procurement for work that is performed and paid for by the day as the work progresses.
 - (6) A purchase of land or a right-of-way.
 - (7) A procurement of items that are available from only one source, including:
 - a. Items that are available from only one source because patents, copyrights, secret processes, or natural monopolies,
 - b. Films, manuscripts, or books,
 - c. Electricity, gas, water, and other utility services,
 - d. Captive replacement parts or components for equipment,
 - e. Books, papers, and other library materials for a public library that are available only from the persons holding the exclusive distribution rights to the materials.
 - (8) A purchase of rare books, papers, and other library materials for a public library.
 - (9) Paving, drainage, street widening, and other public improvements, or related matters, if at least one-third ($\frac{1}{3}$) of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements.
 - (10) A public improvement project, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters.
 - (11) A payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212.
 - (12) Personal property sold;
 - a. At an auction by a state licensed auctioneer.
 - b. At a going out of business sale held in compliance with Subchapter F, Chapter 17, Business and Commerce Code, or

-
- c. By a political subdivision of this state, a state agency of this state, or an entity of the federal government.

(Ord. No. 304, §§ 1—4, 9-5-78; Ord. No. 304-A, 8-6-91)

Editor's note(s)—Ord. No. 304, §§ 1—4, adopted Sept. 5, 1978, being nonamendatory of the Code, has been codified herein as § 1-4-2 at the editor's discretion.

CITY OF UNIVERSAL CITY

Date: 02/06/2024

TO: City Council
FROM: Christine Green, Finance Director
SUBJECT: Resolution 961-A-2024—a FY 2024 Budget Amendment

Historical Background

On 10/1/17/2023, the City Council approved Ordinance 669 authorizing the City's General Obligation Bonds, Series 2023, in the approximate amount of \$6,000,000 for purposes authorized at the City's Bond Election, and other matters in connection therewith. The attached Resolution amends the 23/24 budget to encompass the revenues and proceeds related to this bond.

In FY 2023, a storm drainage project was in engineering design for Persia Drive. The completion of the engineering design and construction will occur within the time frame of the FY 2024 Budget. Therefore, the \$290,000 for the project needs to be carried forward into the FY 2024 Budget. The attached Resolution encompasses this budget change as well.

Action Requested

Approve Resolution 961-A-2024 to include 2023 Street Bond and Sewer Fund revenues and expenses in the FY 2024 Budget

Staff Recommendation

Staff recommends the Council approve the Resolution as presented.

Attachment: Resolution 961-A-2024

STATE OF TEXAS X

COUNTY OF BEXAR X

Resolution # 961-A-2024

CITY OF UNIVERSAL CITY X

A RESOLUTION AMENDING THE FISCAL YEAR 2023/24 BUDGET OF THE CITY OF UNIVERSAL CITY, TEXAS.

WHEREAS, THE TEXAS LOCAL GOVERNMENT CODE, SECTION 102.010 PROVIDES THAT STATUTE DOES NOT PREVENT A MUNICIPALITY FROM MAKING CHANGES IN THE BUDGET FOR MUNICIPAL PURPOSES; AND,

WHEREAS, BUDGET AMENDMENTS MADE THROUGH THIS RESOLUTION DO NOT REQUIRE THE JUSTIFICATION OF “GRAVE PUBLIC NECESSITY” ACCORDING TO RAINS V. MERCANTILE NATIONAL BANK OF DALLAS; AND,

WHEREAS, THE CITY COUNCIL FINDS THAT IT IS IN THE BEST INTEREST OF THE CITY TO AMEND THE FISCAL YEAR 2023-2024 BUDGET TO DOCUMENT AND REFLECT AN APPROVED AMOUNT OF FUNDS FOR STREET BONDS.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS THAT THE FISCAL YEAR BUDGET 2023/24 IS AMENDED AS FOLLOWS:

CAPITAL PROJECTS FUND:

STREET BOND PROJECTS (Account #03-5640-4900.6014)	\$6,000,000
2023 STREET BONDS (Account #03-3900.3980)	\$6,000,000

SEWER FUND:

PERSIA STORM DRAINAGE PROJECT (Account #09-5640-4900.5037)	\$290,500
PRIOR YEAR FUNDS (Account #09-3700.3860)	\$290,500

PASSED AND APPROVED by the City Council of the City of Universal City on this 6th day of February 2024.

CITY OF UNIVERSAL CITY, TEXAS

APPROVED:

John Williams, Mayor

ATTEST:

Maribel Garcia, Deputy City Clerk

CITY OF UNIVERSAL CITY

Date: 02/06/2024

TO: City Council
FROM: Kim M. Turner, City Manager
SUBJECT: Bid Acceptance of the UC ARPA Sewer Pipe Bursting Projects

Historical Background

The 6S Engineering has been in the planning and design phase for this year's ARPA Sewer Pipe Bursting Projects. Pipe bursting is a trenchless sewer repair method that involves breaking and expanding the existing buried sewer line while simultaneously replacing it with new high-density polyethylene (HDPE) pipes. The City sewer collection system has several deteriorated concrete and clay sewer pipes that were identified to be replaced within our collections system. Please see the attached ARPA sewer pipe bursting project map.

Action Requested

Award the low Base Bid totaling \$1,393,620.00 to King Solutions Services and authorize the City Manager to sign the contract.

Procurement Methodology

The Public Works Department advertised bids and received a total of four (6) responsive bids with King Solutions Services as the lowest responsive responsible bidder. Please reference attached engineers' letter of recommendation and bid tabulation sheet.

Source of Funding

The City has set aside ARPA funding to provide Sewer collection system improvements in the amount of \$1,122,000.00 for this year's ARPA Sewer Pipe Bursting Project. Once the low base bid has been awarded in the amount of \$1,393,620.00, a deductive change order for sewer line segments "A" & "H" in the amount of \$379,460.00 will be issued reducing the project bid amount to \$1,014,160.00. Segments "A" & "H" will be included in future sewer pipe bursting projects. This deduct change order brings the bid amount in line with the ARPA budget for this project.

Staff Recommendation

Staff is recommending approval of the low base bid in the amount of \$1,393,620.00 to King Solutions Services for the UC ARPA Sewer Pipe Bursting Project.



January 22, 2024

Mr. Randy Luensmann, Public Works Director
City of Universal City
265 Kitty Hawk Road
Universal City, TX 78148

Reference: Contract Award Letter – ARPA Pipebursting Project
6S Job No. 2022-003-03

Dear Mr. Luensmann:

On January 18, 2024, bids for the referenced project were opened and read aloud. Based on the information we received, to the best of our knowledge and belief, the lowest and best qualified bid is that of King Solution Services, LLC with a base bid of \$1,390,120.00. We recommend the award of the contract to King Solution Services, LLC in the amount of \$1,390,120.00.

If you have any questions, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe A. Cantu".

Joe A. Cantu, P.E.
Vice President

Attachments:

- Bid Tabulation
- Project Layout

BID TAB
2022 Universal City - UC ARPA Pipe Bursting Project
Bid Opening: Thursday, January 18, 2024 @ 2:00 pm

		Engineers Est.		KING SOLUTIONS SERVICES		VORTEX SERVICES LLC		TEXAS PRIDE UTILITIES LLC		PM CONSTRUCTION & REHAB LLC		T CONSTRUCTION LLC		ZACHARY UNDERGROUND & UTILITY SERVICES INC			
ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITIES	UNIT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT		
100.1	Mobilization	1	LS	\$ 145,000.00	\$ 145,000.00	\$ 48,000.00	\$ 48,000.00	\$ 20,000.00	\$ 20,000.00	\$ 70,000.00	\$ 70,000.00	\$ 26,000.00	\$ 26,000.00	\$136,000.00	\$ 136,000.00	\$ 320,000.00	\$ 320,000.00
100.2	Insurance and Bond	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 20,500.00	\$ 20,500.00	\$ 42,000.00	\$ 42,000.00	\$ 36,000.00	\$ 36,000.00	\$ 55,000.00	\$ 55,000.00	\$ 40,000.00	\$ 40,000.00	\$ 95,000.00	\$ 95,000.00
101.1	Preparing Right of Way	1	LS	\$ 60,000.00	\$ 60,000.00	\$ 12,500.00	\$ 12,500.00	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00	\$ 320,000.00	\$ 320,000.00
102.0	Restoring Right of Way	1	LS	\$ 8.00	\$ 8.00	\$ 22,000.00	\$ 22,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 76,545.00	\$ 76,545.00
530.0	Barricades, Signs, and Traffic Handling	1	LS	\$ 35,000.00	\$ 35,000.00	\$ 10,500.00	\$ 10,500.00	\$ 11,500.00	\$ 11,500.00	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 65,000.00	\$ 65,000.00	\$ 36,314.00	\$ 36,314.00
540.0	Stormwater Pollution Prevention Plan	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 8,500.00	\$ 8,500.00	\$ 3,500.00	\$ 3,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,800.00	\$ 4,800.00	\$ 12,000.00	\$ 12,000.00	\$ 8,233.00	\$ 8,233.00
900.3	Door Hanger -Notification of Residents in accordance with Paragraph 34 Section H of Contract. (Complete in place)	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 800.00	\$ 800.00	\$ 3,500.00	\$ 3,500.00	\$ 6,595.00	\$ 6,595.00
LINE A																	
203.1	Tack Coat	6	GAL	\$ 8.00	\$ 48.00	\$ 30.00	\$ 180.00	\$ 20.00	\$ 120.00	\$ 40.00	\$ 240.00	\$ 4.00	\$ 24.00	\$ 25.00	\$ 150.00	\$ 37.00	\$ 222.00
205.4	Pavement Repair (HMAC Type D) 2"	60	S.Y.	\$ 25.00	\$ 1,500.00	\$ 98.00	\$ 5,880.00	\$ 130.00	\$ 7,800.00	\$ 90.00	\$ 5,400.00	\$ 195.00	\$ 11,700.00	\$ 105.00	\$ 6,300.00	\$ 175.00	\$ 10,500.00
302.0	Conc. Encasement for Manole Covers	6	EA.	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00	\$ 1,050.00	\$ 7,350.00	\$ 1,000.00	\$ 7,000.00	\$ 1,400.00	\$ 8,400.00	\$ 3,800.00	\$ 26,600.00	\$ 1,391.00	\$ 9,737.00
550.0	Trench Excavation Safety Protection	1905	L.F.	\$ 1.50	\$ 2,857.50	\$ 1.00	\$ 1,905.00	\$ 2.00	\$ 3,810.00	\$ 1.00	\$ 1,905.00	\$ 4.00	\$ 7,620.00	\$ 0.25	\$ 476.25	\$ 1.00	\$ 1,905.00
852.0	Sewer Manhole	1	EA.	\$ 11,000.00	\$ 11,000.00	\$ 7,800.00	\$ 7,800.00	\$ 6,500.00	\$ 6,500.00	\$ 7,200.00	\$ 7,200.00	\$ 6,500.00	\$ 6,500.00	\$ 9,585.00	\$ 9,585.00	\$ 7,435.00	\$ 7,435.00
866.0	Sewer main Television Inspection (8" - 15")	1905	L.F.	\$ 3.50	\$ 6,667.50	\$ 4.00	\$ 7,620.00	\$ 4.50	\$ 8,572.50	\$ 4.00	\$ 7,620.00	\$ 7.00	\$ 13,335.00	\$ 4.00	\$ 7,620.00	\$ 10.00	\$ 19,050.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	1905	L.F.	\$ 60.00	\$ 114,300.00	\$ 45.00	\$ 85,725.00	\$ 50.00	\$ 95,250.00	\$ 46.00	\$ 87,630.00	\$ 80.00	\$ 152,400.00	\$ 72.00	\$ 137,160.00	\$ 78.00	\$ 148,590.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	50	EA.	\$ 800.00	\$ 40,000.00	\$ 850.00	\$ 42,500.00	\$ 800.00	\$ 40,000.00	\$ 1,100.00	\$ 55,000.00	\$ 2,650.00	\$ 132,500.00	\$ 3,600.00	\$ 180,000.00	\$ 2,269.00	\$ 113,450.00
900.2	Manhole Rehabilitation & Coating	6	EA.	\$ 2,600.00	\$ 15,600.00	\$ 3,500.00	\$ 21,000.00	\$ 3,750.00	\$ 22,500.00	\$ 2,800.00	\$ 16,800.00	\$ 6,000.00	\$ 36,000.00	\$ 3,000.00	\$ 18,000.00	\$ 1,838.00	\$ 11,028.00
(LINE A SUBTOTAL) =					\$ 200,973.00		\$ 185,110.00		\$ 191,902.50		\$ 191,595.00		\$ 368,479.00		\$ 385,891.25		\$ 321,917.00
LINE B							\$ 181,610.00		\$ 190,852.50		\$ 187,795.00		\$ 382,091.25		\$ 320,526.00		
203.1	Tack Coat	7	GAL	\$ 8.00	\$ 56.00	\$ 30.00	\$ 210.00	\$ 20.00	\$ 140.00	\$ 40.00	\$ 280.00	\$ 4.00	\$ 28.00	\$ 25.00	\$ 175.00	\$ 37.00	\$ 259.00
205.4	Pavement Repair (HMAC Type D) 2"	70	S.Y.	\$ 25.00	\$ 1,750.00	\$ 98.00	\$ 6,860.00	\$ 130.00	\$ 9,100.00	\$ 90.00	\$ 6,300.00	\$ 195.00	\$ 13,650.00	\$ 105.00	\$ 7,350.00	\$ 176.00	\$ 12,320.00
302.0	Conc. Encasement for Manole Covers	7	EA.	\$ 1,500.00	\$ 10,500.00	\$ 1,500.00	\$ 10,500.00	\$ 1,050.00	\$ 7,350.00	\$ 1,000.00	\$ 7,000.00	\$ 1,400.00	\$ 9,800.00	\$ 3,800.00	\$ 26,600.00	\$ 1,335.00	\$ 9,345.00
550.0	Trench Excavation Safety Protection	2177	L.F.	\$ 1.50	\$ 3,265.50	\$ 1.00	\$ 2,177.00	\$ 2.00	\$ 4,354.00	\$ 1.00	\$ 2,177.00	\$ 4.00	\$ 8,708.00	\$ 0.25	\$ 544.25	\$ 1.00	\$ 2,177.00
866.0	Sewer main Television Inspection (8" - 15")	2177	L.F.	\$ 3.50	\$ 7,619.50	\$ 4.00	\$ 8,708.00	\$ 4.50	\$ 9,796.50	\$ 4.00	\$ 8,708.00	\$ 7.00	\$ 15,239.00	\$ 4.00	\$ 8,708.00	\$ 11.00	\$ 23,947.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	2177	L.F.	\$ 60.00	\$ 130,620.00	\$ 45.00	\$ 97,965.00	\$ 50.00	\$ 108,850.00	\$ 46.00	\$ 100,142.00	\$ 80.00	\$ 174,160.00	\$ 72.00	\$ 156,744.00	\$ 83.00	\$ 180,691.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	63	EA.	\$ 800.00	\$ 50,400.00	\$ 850.00	\$ 53,550.00	\$ 800.00	\$ 50,400.00	\$ 1,100.00	\$ 69,300.00	\$ 2,650.00	\$ 166,950.00	\$ 3,600.00	\$ 226,800.00	\$ 2,267.00	\$ 142,821.00
900.2	Manhole Rehabilitation & Coating	7	EA.	\$ 2,600.00	\$ 18,200.00	3500	\$ 24,500.00	\$ 3,750.00	\$ 26,250.00	\$ 2,800.00	\$ 19,600.00	\$ 6,000.00	\$ 42,000.00	\$ 3,000.00	\$ 21,000.00	\$ 1,838.00	\$ 12,866.00
(LINE B SUBTOTAL) =					\$ 222,411.00		\$ 204,470.00		\$ 216,240.50		\$ 213,507.00		\$ 430,535.00		\$ 447,921.25		\$ 384,426.00
LINE C																	
203.1	Tack Coat	4	GAL	\$ 8.00	\$ 32.00	\$ 30.00	\$ 120.00	\$ 20.00	\$ 80.00	\$ 40.00	\$ 160.00	\$ 4.00	\$ 16.00	\$ 25.00	\$ 100.00	\$ 37.00	\$ 148.00
205.4	Pavement Repair (HMAC Type D) 2"	40	S.Y.	\$ 25.00	\$ 1,000.00	\$ 98.00	\$ 3,920.00	\$ 130.00	\$ 5,200.00	\$ 90.00	\$ 3,600.00	\$ 195.00	\$ 7,800.00	\$ 105.00	\$ 4,200.00	\$ 176.00	\$ 7,040.00
302.0	Conc. Encasement for Manole Covers	4	EA.	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,050.00	\$ 4,200.00	\$ 1,000.00	\$ 4,000.00	\$ 1,400.00	\$ 5,600.00	\$ 3,800.00	\$ 15,200.00	\$ 1,304.00	\$ 5,216.00
550.0	Trench Excavation Safety Protection	1070	L.F.	\$ 1.50	\$ 1,605.00	\$ 1.00	\$ 1,070.00	\$ 2.00	\$ 2,140.00	\$ 1.00	\$ 1,070.00	\$ 4.00	\$ 4,280.00	\$ 0.25	\$ 267.50	\$ 1.00	\$ 1,070.00
866.0	Sewer main Television Inspection (8" - 15")	1070	L.F.	\$ 3.50	\$ 3,745.00	\$ 4.00	\$ 4,280.00	\$ 4.50	\$ 4,815.00	\$ 4.00	\$ 4,280.00	\$ 7.00	\$ 7,490.00	\$ 4.00	\$ 4,280.00	\$ 9.00	\$ 9,630.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	1070	L.F.	\$ 60.00	\$ 64,200.00	\$ 45.00	\$ 48,150.00	\$ 50.00	\$ 53,500.00	\$ 46.00	\$ 49,220.00	\$ 80.00	\$ 85,600.00	\$ 72.00	\$ 77,040.00	\$ 83.00	\$ 88,810.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	20	EA.	\$ 800.00	\$ 16,000.00	\$ 850.00	\$ 17,000.00	\$ 800.00	\$ 16,000.00	\$ 1,100.00	\$ 22,000.00	\$ 2,650.00	\$ 53,000.00	\$ 3,600.00	\$ 72,000.00	\$ 2,286.00	\$ 45,720.00
900.2	Manhole Rehabilitation & Coating	4	EA.	\$ 2,600.00	\$ 10,400.00	3500	\$ 14,000.00	\$ 3,750.00	\$ 15,000.00	\$ 2,800.00	\$ 11,200.00	\$ 6,000.00	\$ 24,000.00	\$ 3,000.00	\$ 12,000.00	\$ 1,838.00	\$ 7,352.00
(LINE C SUBTOTAL) =					\$ 102,982.00		\$ 94,540.00		\$ 100,935.00		\$ 95,530.00		\$ 187,786.00		\$ 185,087.50		\$ 164,986.00

				Engineers Est.	KING SOLUTIONS SERVICES	VORTEX SERVICES LLC	TEXAS PRIDE UTILITIES LLC	PM CONSTRUCTION & REHAB LLC	T CONSTRUCTION LLC	ZACHARY UNDERGROUND & UTILITY SERVICES INC							
ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITIES	UNIT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT
GENERAL ITEMS																	
LINE D																	
302.0	Conc. Encasement for Manole Covers	1	EA.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 3,800.00	\$ 3,800.00	\$ 5,315.00	\$ 5,315.00
550.0	Trench Excavation Safety Protection	285	L.F.	\$ 1.50	\$ 427.50	\$ 1.00	\$ 285.00	\$ 2.00	\$ 570.00	\$ 1.00	\$ 285.00	\$ 4.00	\$ 1,140.00	\$ 0.25	\$ 71.25	\$ 1.00	\$ 285.00
866.0	Sewer main Television Inspection (8" - 15")	285	L.F.	\$ 3.50	\$ 997.50	\$ 4.00	\$ 1,140.00	\$ 4.50	\$ 1,282.50	\$ 6.00	\$ 1,710.00	\$ 7.00	\$ 1,995.00	\$ 4.00	\$ 1,140.00	\$ 9.00	\$ 2,565.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	285	L.F.	\$ 60.00	\$ 17,100.00	\$ 45.00	\$ 12,825.00	\$ 50.00	\$ 14,250.00	\$ 46.00	\$ 13,110.00	\$ 80.00	\$ 22,800.00	\$ 72.00	\$ 20,520.00	\$ 134.00	\$ 38,190.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	4	EA.	\$ 800.00	\$ 3,200.00	\$ 850.00	\$ 3,400.00	\$ 800.00	\$ 3,200.00	\$ 1,400.00	\$ 5,600.00	\$ 2,650.00	\$ 10,600.00	\$ 3,600.00	\$ 14,400.00	\$ 2,588.00	\$ 10,352.00
900.2	Manhole Rehabilitation & Coating	1	EA.	\$ 2,600.00	\$ 2,600.00	3500	\$ 3,500.00	\$ 3,750.00	\$ 3,750.00	\$ 4,000.00	\$ 4,000.00	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,838.00	\$ 7,352.00
				(LINE D SUBTOTAL) =	\$ 25,825.00		\$ 22,650.00		\$ 24,102.50		\$ 25,705.00		\$ 43,935.00		\$ 42,931.25		\$ 64,059.00
LINE E																	
203.1	Tack Coat	3	GAL	\$ 8.00	\$ 24.00	\$ 30.00	\$ 90.00	\$ 20.00	\$ 60.00	\$ 40.00	\$ 120.00	\$ 4.00	\$ 12.00	\$ 25.00	\$ 75.00	\$ 37.00	\$ 111.00
205.4	Pavement Repair (HMAC Type D) 2"	30	SY	\$ 25.00	\$ 750.00	\$ 98.00	\$ 2,940.00	\$ 130.00	\$ 3,900.00	\$ 90.00	\$ 2,700.00	\$ 195.00	\$ 5,850.00	\$ 105.00	\$ 3,150.00	\$ 177.00	\$ 5,310.00
302.0	Conc. Encasement for Manole Covers	4	EA.	\$ 1,500.00	\$ 6,000.00	\$ 1,500.00	\$ 6,000.00	\$ 1,050.00	\$ 4,200.00	\$ 1,000.00	\$ 4,000.00	\$ 1,400.00	\$ 5,600.00	\$ 3,800.00	\$ 15,200.00	\$ 1,304.00	\$ 5,216.00
550.0	Trench Excavation Safety Protection	1715	L.F.	\$ 1.50	\$ 2,572.50	\$ 1.00	\$ 1,715.00	\$ 2.00	\$ 3,430.00	\$ 1.00	\$ 1,715.00	\$ 4.00	\$ 6,860.00	\$ 0.25	\$ 428.75	\$ 1.00	\$ 1,715.00
866.0	Sewer main Television Inspection (8" - 15")	1715	L.F.	\$ 3.50	\$ 6,002.50	\$ 4.00	\$ 6,860.00	\$ 4.50	\$ 7,717.50	\$ 4.00	\$ 6,860.00	\$ 7.00	\$ 12,005.00	\$ 4.00	\$ 6,860.00	\$ 10.00	\$ 17,150.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	1715	L.F.	\$ 60.00	\$ 102,900.00	\$ 45.00	\$ 77,175.00	\$ 50.00	\$ 85,750.00	\$ 46.00	\$ 78,890.00	\$ 80.00	\$ 137,200.00	\$ 72.00	\$ 123,480.00	\$ 73.00	\$ 125,195.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	39	EA.	\$ 800.00	\$ 31,200.00	\$ 850.00	\$ 33,150.00	\$ 800.00	\$ 31,200.00	\$ 1,600.00	\$ 62,400.00	\$ 2,650.00	\$ 103,350.00	\$ 3,600.00	\$ 140,400.00	\$ 2,195.00	\$ 85,605.00
900.2	Manhole Rehabilitation & Coating	4	EA.	\$ 2,600.00	\$ 10,400.00	3500	\$ 14,000.00	\$ 3,750.00	\$ 15,000.00	\$ 4,000.00	\$ 16,000.00	\$ 6,000.00	\$ 24,000.00	\$ 3,000.00	\$ 12,000.00	\$ 1,838.00	\$ 7,352.00
				(LINE E SUBTOTAL) =	\$ 159,849.00		\$ 141,930.00		\$ 151,257.50		\$ 172,685.00		\$ 294,877.00		\$ 301,593.75		\$ 247,654.00
LINE F																	
530.0	Barricades, Signs, and Traffic Handling	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 2,800.00	\$ 2,800.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 14,000.00	\$ 14,000.00	\$ 7,500.00	\$ 7,500.00	\$ 14,618.00	\$ 14,618.00
540.0	Stormwater Pollution Prevention Plan	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 3,000.00	\$ 3,000.00	\$ 4,500.00	\$ 4,500.00	\$ 3,800.00	\$ 3,800.00	\$ 1,646.00	\$ 1,646.00
550.0	Trench Excavation Safety Protection	305	L.F.	\$ 1.50	\$ 457.50	\$ 1.00	\$ 305.00	\$ 2.00	\$ 610.00	\$ 1.00	\$ 305.00	\$ 4.00	\$ 1,220.00	\$ 0.25	\$ 76.25	\$ 1.00	\$ 305.00
866.0	Sewer main Television Inspection (8" - 15")	305	L.F.	\$ 3.50	\$ 1,067.50	\$ 4.00	\$ 1,220.00	\$ 4.50	\$ 1,372.50	\$ 4.00	\$ 1,220.00	\$ 7.00	\$ 2,135.00	\$ 4.00	\$ 1,220.00	\$ 9.00	\$ 2,745.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	305	L.F.	\$ 60.00	\$ 18,300.00	\$ 45.00	\$ 13,725.00	\$ 50.00	\$ 15,250.00	\$ 46.00	\$ 14,030.00	\$ 80.00	\$ 24,400.00	\$ 72.00	\$ 21,960.00	\$ 112.00	\$ 34,160.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	4	EA.	\$ 800.00	\$ 3,200.00	850	\$ 3,400.00	\$ 800.00	\$ 3,200.00	\$ 1,200.00	\$ 4,800.00	\$ 2,650.00	\$ 10,600.00	\$ 3,600.00	\$ 14,400.00	\$ 2,677.00	\$ 10,708.00
				(LINE F SUBTOTAL) =	\$ 27,025.00		\$ 22,950.00		\$ 26,432.50		\$ 27,355.00		\$ 56,855.00		\$ 48,956.25		\$ 64,182.00
LINE G																	
203.1	Tack Coat	1	GAL	\$ 8.00	\$ 8.00	\$ 30.00	\$ 30.00	\$ 20.00	\$ 20.00	\$ 40.00	\$ 40.00	\$ 4.00	\$ 4.00	\$ 25.00	\$ 25.00	\$ 37.00	\$ 37.00
205.4	Pavement Repair (HMAC Type D) 2"	10	S.Y.	\$ 25.00	\$ 250.00	\$ 98.00	\$ 980.00	\$ 130.00	\$ 1,300.00	\$ 90.00	\$ 900.00	\$ 195.00	\$ 1,950.00	\$ 105.00	\$ 1,050.00	\$ 177.00	\$ 1,770.00
302.0	Conc. Encasement for Manole Covers	3	EA.	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,050.00	\$ 3,150.00	\$ 1,000.00	\$ 3,000.00	\$ 1,400.00	\$ 4,200.00	\$ 3,800.00	\$ 11,400.00	\$ 1,556.00	\$ 4,668.00
550.0	Trench Excavation Safety Protection	920	L.F.	\$ 1.50	\$ 1,380.00	\$ 1.00	\$ 920.00	\$ 2.00	\$ 1,840.00	\$ 1.00	\$ 920.00	\$ 4.00	\$ 3,680.00	\$ 0.25	\$ 230.00	\$ 1.00	\$ 920.00
866.0	Sewer main Television Inspection (8" - 15")	920	L.F.	\$ 3.50	\$ 3,220.00	\$ 4.00	\$ 3,680.00	\$ 4.50	\$ 4,140.00	\$ 4.00	\$ 3,680.00	\$ 7.00	\$ 6,440.00	\$ 4.00	\$ 3,680.00	\$ 10.00	\$ 9,200.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	920	L.F.	\$ 60.00	\$ 55,200.00	\$ 45.00	\$ 41,400.00	\$ 50.00	\$ 46,000.00	\$ 46.00	\$ 42,320.00	\$ 80.00	\$ 73,600.00	\$ 72.00	\$ 66,240.00	\$ 94.00	\$ 86,480.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	31	EA.	\$ 800.00	\$ 24,800.00	\$ 850.00	\$ 26,350.00	\$ 800.00	\$ 24,800.00	\$ 1,100.00	\$ 34,100.00	\$ 2,650.00	\$ 82,150.00	\$ 3,600.00	\$ 111,600.00	\$ 2,192.00	\$ 67,952.00
900.2	Manhole Rehabilitation & Coating	3	EA.	\$ 2,600.00	\$ 7,800.00	3500	\$ 10,500.00	\$ 3,750.00	\$ 11,250.00	\$ 2,800.00	\$ 8,400.00	\$ 6,000.00	\$ 18,000.00	\$ 3,000.00	\$ 9,000.00	\$ 1,838.00	\$ 5,514.00
				(LINE G SUBTOTAL) =	\$ 97,158.00		\$ 88,360.00		\$ 92,500.00		\$ 93,360.00		\$ 190,024.00		\$ 203,225.00		\$ 176,541.00

				Engineers Est.	KING SOLUTIONS SERVICES	VORTEX SERVICES LLC	TEXAS PRIDE UTILITIES LLC	PM CONSTRUCTION & REHAB LLC	T CONSTRUCTION LLC	ZACHARY UNDERGROUND & UTILITY SERVICES INC							
GENERAL ITEMS																	
ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITIES	UNIT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT
LINE H																	
302.0	Conc. Encasement for Manole Covers	7	EA.	\$ 1,500.00	\$ 10,500.00	\$ 1,500.00	\$ 10,500.00	\$ 1,050.00	\$ 7,350.00	\$ 1,000.00	\$ 7,000.00	\$ 1,400.00	\$ 9,800.00	\$ 3,800.00	\$ 26,600.00	\$ 876.00	\$ 6,132.00
550.0	Trench Excavation Safety Protection	2305	L.F.	\$ 1.50	\$ 3,457.50	\$ 1.00	\$ 2,305.00	\$ 2.00	\$ 4,610.00	\$ 1.00	\$ 2,305.00	\$ 4.00	\$ 9,220.00	\$ 0.25	\$ 576.25	\$ 1.00	\$ 2,305.00
866.0	Sewer main Television Inspection (8" - 15")	2305	L.F.	\$ 3.50	\$ 8,067.50	\$ 4.00	\$ 9,220.00	\$ 4.50	\$ 10,372.50	\$ 4.00	\$ 9,220.00	\$ 7.00	\$ 16,135.00	\$ 4.00	\$ 9,220.00	\$ 10.00	\$ 23,050.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	2305	L.F.	\$ 60.00	\$ 138,300.00	\$ 45.00	\$ 103,725.00	\$ 50.00	\$ 115,250.00	\$ 46.00	\$ 106,030.00	\$ 80.00	\$ 184,400.00	\$ 72.00	\$ 165,960.00	\$ 80.00	\$ 184,400.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	56	EA.	\$ 800.00	\$ 44,800.00	\$ 850.00	\$ 47,600.00	\$ 800.00	\$ 44,800.00	\$ 1,100.00	\$ 61,600.00	\$ 2,650.00	\$ 148,400.00	\$ 3,600.00	\$ 201,600.00	\$ 2,201.00	\$ 123,256.00
900.2	Manhole Rehabilitation & Coating	7	EA.	\$ 2,600.00	\$ 18,200.00	3500	\$ 24,500.00	\$ 3,750.00	\$ 26,250.00	\$ 2,800.00	\$ 19,600.00	\$ 6,000.00	\$ 42,000.00	\$ 3,000.00	\$ 21,000.00	\$ 1,838.00	\$ 12,866.00
				(LINE H SUBTOTAL) =			\$ 197,850.00		\$ 208,632.50		\$ 205,755.00		\$ 409,955.00		\$ 424,956.25		\$ 352,009.00
LINE I																	
203.1	Tack Coat	1	GAL	\$ 8.00	\$ 8.00	\$ 30.00	\$ 30.00	\$ 20.00	\$ 20.00	\$ 40.00	\$ 40.00	\$ 4.00	\$ 4.00	\$ 25.00	\$ 25.00	\$ 37.00	\$ 37.00
205.4	Pavement Repair (HMAC Type D) 2"	10	S.Y.	\$ 25.00	\$ 250.00	\$ 98.00	\$ 980.00	\$ 130.00	\$ 1,300.00	\$ 90.00	\$ 900.00	\$ 195.00	\$ 1,950.00	\$ 105.00	\$ 1,050.00	\$ 190.00	\$ 1,900.00
302.0	Conc. Encasement for Manole Covers	5	EA.	\$ 1,500.00	\$ 7,500.00	\$ 1,500.00	\$ 7,500.00	\$ 1,050.00	\$ 5,250.00	\$ 1,000.00	\$ 5,000.00	\$ 1,400.00	\$ 7,000.00	\$ 3,800.00	\$ 19,000.00	\$ 1,659.00	\$ 8,295.00
550.0	Trench Excavation Safety Protection	1655	L.F.	\$ 1.50	\$ 2,482.50	\$ 1.00	\$ 1,655.00	\$ 2.00	\$ 3,310.00	\$ 1.00	\$ 1,655.00	\$ 4.00	\$ 6,620.00	\$ 0.25	\$ 413.75	\$ 1.00	\$ 1,655.00
866.0	Sewer main Television Inspection (8" - 15")	1655	L.F.	\$ 3.50	\$ 5,792.50	\$ 4.00	\$ 6,620.00	\$ 4.50	\$ 7,447.50	\$ 4.00	\$ 6,620.00	\$ 7.00	\$ 11,585.00	\$ 4.00	\$ 6,620.00	\$ 10.00	\$ 16,550.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	1655	L.F.	\$ 60.00	\$ 99,300.00	\$ 45.00	\$ 74,475.00	\$ 50.00	\$ 82,750.00	\$ 46.00	\$ 76,130.00	\$ 80.00	\$ 132,400.00	\$ 72.00	\$ 119,160.00	\$ 83.00	\$ 137,365.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	41	EA.	\$ 800.00	\$ 32,800.00	\$ 850.00	\$ 34,850.00	\$ 800.00	\$ 32,800.00	\$ 1,100.00	\$ 45,100.00	\$ 2,650.00	\$ 108,650.00	\$ 3,600.00	\$ 147,600.00	\$ 2,200.00	\$ 90,200.00
900.2	Manhole Rehabilitation & Coating	5	EA.	\$ 2,600.00	\$ 13,000.00	3500	\$ 17,500.00	\$ 3,750.00	\$ 18,750.00	\$ 2,800.00	\$ 14,000.00	\$ 6,000.00	\$ 30,000.00	\$ 3,000.00	\$ 15,000.00	\$ 1,838.00	\$ 9,190.00
				(LINE I SUBTOTAL) =			\$ 143,610.00		\$ 151,627.50		\$ 149,445.00		\$ 298,209.00		\$ 308,868.75		\$ 265,192.00
LINE J																	
203.1	Tack Coat	1	GAL	\$ 8.00	\$ 8.00	\$ 30.00	\$ 30.00	\$ 20.00	\$ 20.00	\$ 40.00	\$ 40.00	\$ 4.00	\$ 4.00	\$ 25.00	\$ 25.00	\$ 37.00	\$ 37.00
205.4	Pavement Repair (HMAC Type D) 2"	10	S.Y.	\$ 25.00	\$ 250.00	\$ 98.00	\$ 980.00	\$ 130.00	\$ 1,300.00	\$ 90.00	\$ 900.00	\$ 195.00	\$ 1,950.00	\$ 105.00	\$ 1,050.00	\$ 190.00	\$ 1,900.00
302.0	Conc. Encasement for Manole Covers	1	EA.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 3,800.00	\$ 3,800.00	\$ 3,574.00	\$ 3,574.00
550.0	Trench Excavation Safety Protection	35	L.F.	\$ 1.50	\$ 52.50	\$ 1.00	\$ 35.00	\$ 2.00	\$ 70.00	\$ 1.00	\$ 35.00	\$ 4.00	\$ 140.00	\$ 0.25	\$ 8.75	\$ 1.00	\$ 35.00
866.0	Sewer main Television Inspection (8" - 15")	35	L.F.	\$ 3.50	\$ 122.50	\$ 4.00	\$ 140.00	\$ 4.50	\$ 157.50	\$ 4.00	\$ 140.00	\$ 7.00	\$ 245.00	\$ 4.00	\$ 140.00	\$ 13.00	\$ 455.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	35	L.F.	\$ 60.00	\$ 2,100.00	\$ 45.00	\$ 1,575.00	\$ 50.00	\$ 1,750.00	\$ 60.00	\$ 2,100.00	\$ 80.00	\$ 2,800.00	\$ 150.00	\$ 5,250.00	\$ 739.00	\$ 25,865.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	4	EA.	\$ 800.00	\$ 3,200.00	\$ 850.00	\$ 3,400.00	\$ 800.00	\$ 3,200.00	\$ 1,400.00	\$ 5,600.00	\$ 2,650.00	\$ 10,600.00	\$ 3,600.00	\$ 14,400.00	\$ 2,607.00	\$ 10,428.00
900.2	Manhole Rehabilitation & Coating	1	EA.	\$ 2,600.00	\$ 2,600.00	3500	\$ 3,500.00	\$ 3,750.00	\$ 3,750.00	\$ 2,800.00	\$ 2,800.00	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,838.00	\$ 1,838.00
				(LINE J SUBTOTAL) =			\$ 11,160.00		\$ 11,297.50		\$ 12,615.00		\$ 23,139.00		\$ 27,673.75		\$ 44,132.00
LINE K																	
203.1	Tack Coat	1	GAL	\$ 8.00	\$ 8.00	\$ 30.00	\$ 30.00	\$ 20.00	\$ 20.00	\$ 40.00	\$ 40.00	\$ 4.00	\$ 4.00	\$ 25.00	\$ 25.00	\$ 37.00	\$ 37.00
205.4	Pavement Repair (HMAC Type D) 2"	10	S.Y.	\$ 25.00	\$ 250.00	\$ 98.00	\$ 980.00	\$ 130.00	\$ 1,300.00	\$ 90.00	\$ 900.00	\$ 195.00	\$ 1,950.00	\$ 105.00	\$ 1,050.00	\$ 183.00	\$ 1,830.00
302.0	Conc. Encasement for Manole Covers	1	EA.	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,050.00	\$ 1,050.00	\$ 1,000.00	\$ 1,000.00	\$ 1,400.00	\$ 1,400.00	\$ 3,800.00	\$ 3,800.00	\$ 3,574.00	\$ 3,574.00
550.0	Trench Excavation Safety Protection	50	L.F.	\$ 1.50	\$ 75.00	\$ 1.00	\$ 50.00	\$ 2.00	\$ 100.00	\$ 1.00	\$ 50.00	\$ 4.00	\$ 200.00	\$ 0.25	\$ 12.50	\$ 1.00	\$ 50.00
866.0	Sewer main Television Inspection (8" - 15")	50	L.F.	\$ 3.50	\$ 175.00	\$ 4.00	\$ 200.00	\$ 4.50	\$ 225.00	\$ 6.00	\$ 300.00	\$ 7.00	\$ 350.00	\$ 4.00	\$ 200.00	\$ 10.00	\$ 500.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	50	L.F.	\$ 60.00	\$ 3,000.00	\$ 45.00	\$ 2,250.00	\$ 50.00	\$ 2,500.00	\$ 60.00	\$ 3,000.00	\$ 80.00	\$ 4,000.00	\$ 150.00	\$ 7,500.00	\$ 490.00	\$ 24,500.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	2	EA.	\$ 800.00	\$ 1,600.00	\$ 850.00	\$ 1,700.00	\$ 800.00	\$ 1,600.00	\$ 1,200.00	\$ 2,400.00	\$ 2,650.00	\$ 5,300.00	\$ 3,600.00	\$ 7,200.00	\$ 2,614.00	\$ 5,228.00
900.2	Manhole Rehabilitation & Coating	1	EA.	\$ 2,600.00	\$ 2,600.00	3500	\$ 3,500.00	\$ 3,750.00	\$ 3,750.00	\$ 2,800.00	\$ 2,800.00	\$ 6,000.00	\$ 6,000.00	\$ 3,000.00	\$ 3,000.00	\$ 1,838.00	\$ 1,838.00
				(LINE K SUBTOTAL) =			\$ 10,210.00		\$ 10,545.00		\$ 10,490.00		\$ 19,204.00		\$ 22,787.50		\$ 37,557.00
LINE L																	
203.1	Tack Coat	4	GAL	\$ 8.00	\$ 32.00	\$ 30.00	\$ 120.00	\$ 20.00	\$ 80.00	\$ 40.00	\$ 160.00	\$ 4.00	\$ 16.00	\$ 25.00	\$ 100.00	\$ 37.00	\$ 148.00
205.4	Pavement Repair (HMAC Type D) 2"	40	S.Y.	\$ 25.00	\$ 1,000.00	\$ 98.00	\$ 3,920.00	\$ 130.00	\$ 5,200.00	\$ 90.00	\$ 3,600.00	\$ 195.00	\$ 7,800.00	\$ 105.00	\$ 4,200.00	\$ 183.00	\$ 7,320.00
302.0	Conc. Encasement for Manole Covers	6	EA.	\$ 1,500.00	\$ 9,000.00	\$ 1,500.00	\$ 9,000.00	\$ 1,050.00	\$ 6,300.00	\$ 1,000.00	\$ 6,000.00	\$ 1,400.00	\$ 8,400.00	\$ 3,800.00	\$ 22,800.00	\$ 1,052.00	\$ 6,312.00
550.0	Trench Excavation Safety Protection	930	L.F.	\$ 1.50	\$ 1,395.00	\$ 1.00	\$ 930.00	\$ 2.00	\$ 1,860.00	\$ 1.00	\$ 930.00	\$ 4.00	\$ 3,720.00	\$ 0.25	\$ 232.50	\$ 1.00	\$ 930.00
866.0	Sewer main Television Inspection (8" - 15")	930	L.F.	\$ 3.50	\$ 3,255.00	\$ 4.00	\$ 3,720.00	\$ 4.50	\$ 4,185.00	\$ 4.00	\$ 3,720.00	\$ 7.00	\$ 6,510.00	\$ 4.00	\$ 3,720.00	\$ 9.00	\$ 8,370.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	930	L.F.	\$ 60.00	\$ 55,800.00	\$ 45.00	\$ 41,850.00	\$ 50.00	\$ 46,500.00	\$ 46.00	\$ 42,780.00	\$ 80.00	\$ 74,400.00	\$ 72.00	\$ 66,960.00	\$ 99.00	\$ 92,070.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	13	EA.	\$ 800.00	\$ 10,400.00	\$ 850.00	\$ 11,050.00	\$ 800.00	\$ 10,400.00	\$ 1,100.00	\$ 14,300.00	\$ 2,650.00	\$ 34,450.00	\$ 3,600.00	\$ 46,800.00	\$ 2,302.00	\$ 29,926.00
900.2	Manhole Rehabilitation & Coating	6	EA.	\$ 2,600.00	\$ 15,600.00	3500	\$ 21,000.00	\$ 3,750.00	\$ 22,500.00	\$ 2,800.00	\$ 16,800.00	\$ 6,000.00	\$ 36,000.00	\$ 3,000.00	\$ 18,000.00	\$ 1,838.00	\$ 11,028.00
				(LINE L SUBTOTAL) =			\$ 91,590.00		\$ 97,025.00		\$ 88,290.00		\$ 171,296.00		\$ 162,812.50		\$ 156,104.00

				Engineers Est.	KING SOLUTIONS SERVICES	VORTEX SERVICES LLC	TEXAS PRIDE UTILITIES LLC	PM CONSTRUCTION & REHAB LLC	T CONSTRUCTION LLC	ZACHARY UNDERGROUND & UTILITY SERVICES INC							
GENERAL ITEMS																	
ITEM NO.	ITEM DESCRIPTION	APPROXIMATE QUANTITIES	UNIT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT	UNIT BID PRICE	EXTENDED AMOUNT
LINE M																	
302.0	Conc. Encasement for Manole Covers	2	EA.	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,050.00	\$ 2,100.00	\$ 1,000.00	\$ 2,000.00	\$ 1,400.00	\$ 2,800.00	\$ 3,800.00	\$ 7,600.00	\$ 3,969.00	\$ 7,938.00
550.0	Trench Excavation Safety Protection	115	L.F.	\$ 1.50	\$ 172.50	\$ 1.00	\$ 115.00	\$ 2.00	\$ 230.00	\$ 1.00	\$ 115.00	\$ 4.00	\$ 460.00	\$ 0.25	\$ 28.75	\$ 1.00	\$ 115.00
866.0	Sewer main Television Inspection (8" - 15")	115	L.F.	\$ 3.50	\$ 402.50	\$ 4.00	\$ 460.00	\$ 4.50	\$ 517.50	\$ 4.00	\$ 460.00	\$ 7.00	\$ 805.00	\$ 4.00	\$ 460.00	\$ 9.00	\$ 1,035.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	115	L.F.	\$ 60.00	\$ 6,900.00	\$ 45.00	\$ 5,175.00	\$ 45.00	\$ 5,175.00	\$ 50.00	\$ 5,750.00	\$ 78.00	\$ 8,970.00	\$ 75.00	\$ 8,625.00	\$ 225.00	\$ 25,875.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	2	EA.	\$ 800.00	\$ 1,600.00	\$ 850.00	\$ 1,700.00	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00	\$ 2,650.00	\$ 5,300.00	\$ 3,600.00	\$ 7,200.00	\$ 2,703.00	\$ 5,406.00
900.2	Manhole Rehabilitation & Coating	2	EA.	\$ 2,600.00	\$ 5,200.00	3500	\$ 7,000.00	\$ 3,750.00	\$ 7,500.00	\$ 4,400.00	\$ 8,800.00	\$ 6,000.00	\$ 12,000.00	\$ 3,000.00	\$ 6,000.00	\$ 1,838.00	\$ 3,676.00
				(LINE M SUBTOTAL) =	\$ 17,275.00		\$ 17,450.00		\$ 17,122.50		\$ 20,325.00		\$ 30,335.00		\$ 29,913.75		\$ 44,045.00
LINE N																	
203.1	Tack Coat	4	GAL	\$ 8.00	\$ 32.00	\$ 30.00	\$ 120.00	\$ 20.00	\$ 80.00	\$ 40.00	\$ 160.00	\$ 4.00	\$ 16.00	\$ 25.00	\$ 100.00	\$ 37.00	\$ 148.00
205.4	Pavement Repair (HMAC Type D) 2"	40	S.Y.	\$ 25.00	\$ 1,000.00	\$ 98.00	\$ 3,920.00	\$ 130.00	\$ 5,200.00	\$ 90.00	\$ 3,600.00	\$ 195.00	\$ 7,800.00	\$ 105.00	\$ 4,200.00	\$ 190.00	\$ 7,600.00
302.0	Conc. Encasement for Manole Covers	3	EA.	\$ 1,500.00	\$ 4,500.00	\$ 1,500.00	\$ 4,500.00	\$ 1,050.00	\$ 3,150.00	\$ 1,000.00	\$ 3,000.00	\$ 1,400.00	\$ 4,200.00	\$ 3,800.00	\$ 11,400.00	\$ 1,556.00	\$ 4,668.00
550.0	Trench Excavation Safety Protection	320	L.F.	\$ 1.50	\$ 480.00	\$ 1.00	\$ 320.00	\$ 2.00	\$ 640.00	\$ 1.00	\$ 320.00	\$ 4.00	\$ 1,280.00	\$ 0.25	\$ 80.00	\$ 1.00	\$ 320.00
866.0	Sewer main Television Inspection (8" - 15")	320	L.F.	\$ 3.50	\$ 1,120.00	\$ 4.00	\$ 1,280.00	\$ 4.50	\$ 1,440.00	\$ 4.00	\$ 1,280.00	\$ 7.00	\$ 2,240.00	\$ 4.00	\$ 1,280.00	\$ 9.00	\$ 2,880.00
900.0	Install 10" DR17 IPS HDPE San. Sewer Pipe, Method Pipe Bursting (All depths)	320	L.F.	\$ 60.00	\$ 19,200.00	\$ 45.00	\$ 14,400.00	\$ 50.00	\$ 16,000.00	\$ 46.00	\$ 14,720.00	\$ 78.00	\$ 8,970.00	\$ 72.00	\$ 23,040.00	\$ 109.00	\$ 34,880.00
900.1	Repair and Reconnect Existing Sanitary Sewer Lateral.	2	EA.	\$ 800.00	\$ 1,600.00	\$ 850.00	\$ 1,700.00	\$ 800.00	\$ 1,600.00	\$ 1,600.00	\$ 3,200.00	\$ 2,650.00	\$ 5,300.00	\$ 3,600.00	\$ 7,200.00	\$ 2,703.00	\$ 5,406.00
900.2	Manhole Rehabilitation & Coating	3	EA.	\$ 2,600.00	\$ 7,800.00	3500	\$ 10,500.00	\$ 3,750.00	\$ 11,250.00	\$ 4,400.00	\$ 13,200.00	\$ 6,000.00	\$ 18,000.00	\$ 3,000.00	\$ 9,000.00	\$ 1,838.00	\$ 5,514.00
				(LINE N SUBTOTAL) =	\$ 35,732.00		\$ 36,740.00		\$ 39,360.00		\$ 39,480.00		\$ 47,806.00		\$ 56,300.00		\$ 61,416.00
												\$ 63,796.00					
				CONSTRUCTION TOTAL (BASE BID) =	\$ 1,677,511.00		\$ 1,393,620.00		\$ 1,431,980.50		\$ 1,488,137.00		\$ 2,684,035.00		\$ 2,920,418.75		\$ 3,246,816.00

*CONTRACTOR NUMBERS WITH MATHEMATICAL ERROR

*CORRECTED NUMBERS

\$ 1,390,120.00

\$ 1,430,930.50

\$ 1,484,337.00

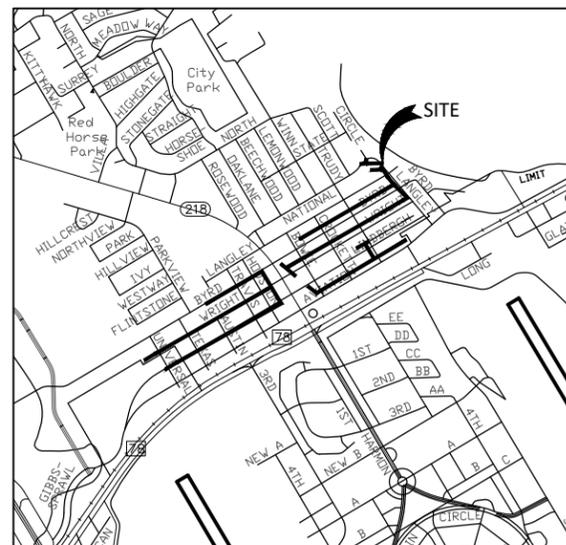
\$ 2,700,025.00

\$ 2,916,618.75

\$ 3,240,002.00

CONSTRUCTION PLANS FOR SANITARY SEWER REHAB PIPE BURSTING METHOD UNIVERSAL CITY, TEXAS

6S JOB NO. 2022-003-03



LOCATION MAP
N.T.S

SHEET LIST INDEX

Sheet #	Sheet Title
1	COVER SHEET
2A	GENERAL NOTES-1
2B	GENERAL NOTES-2
3	TRAFFIC CONTROL PLAN & SAMPLE DETOUR MAP
4	PROJECT LAYOUT
5	LINE A PLAN
6	LINE B PLAN
7	LINE C & D PLAN
8	LINE E PLAN
9	LINE F & G PLAN
10	LINE H PLAN
11	LINE I PLAN
12	LINE J, K, & L PLAN
13	LINE M PLAN AND PROFILE
14	LINE N PLAN
15	SANITARY SEWER STD. DETAILS 1
16	SANITARY SEWER STD. DETAILS 2
17	SANITARY SEWER STD. DETAILS 3
18	SANITARY SEWER STD. DETAILS 4

MAYOR
John Williams

MAYOR PRO-TEM
Bear Goolsby

COUNCILMEN
Steven Buck
Paul Najarian
Phil Vaughan
Christina Fitzpatrick
Ashton Fulman

CITY MANAGER
Kim Turner

DIRECTOR OF PUBLIC WORKS
Randy Luensmann

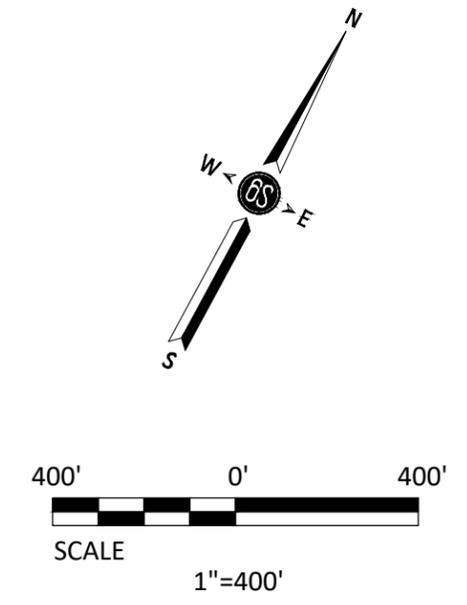
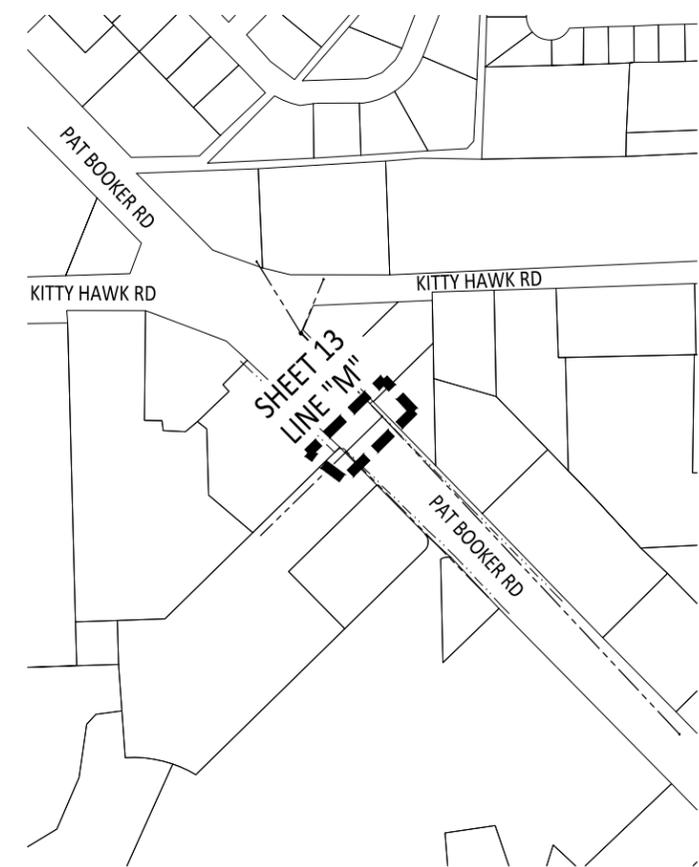
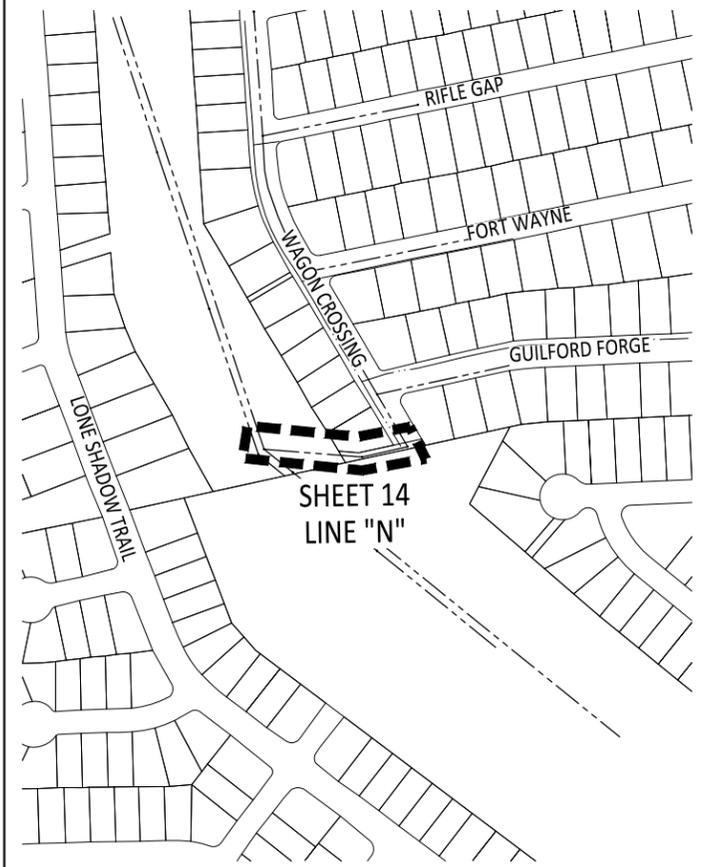


THIS DRAWING IS FOR REVIEW
PURPOSES ONLY AND SHALL
NOT BE USED FOR BIDDING,
PERMITTING OR
CONSTRUCTION
JOSE CANTU, P.E.
TEXAS REG. NO. 111313
DATE 11/3/23



100% SUBMITTAL

\\10.120.120.55\65 Files\Projects\2022-003-03 - UC ARPA PipeBursting\410 DESIGN\050 CAD\DWG\C-PROJ-LYOT.dwg [PROJECT LAYOUT] Plotted Dec 06, 2023 at 9:21am by JBarrera (Last Saved by: Robert Defraitas)



NO.	DATE:	DESCRIPTION	DWG	CHK
REVISIONS				
				
 ENGINEERING, INC.				
SANITARY SEWER REHABILITATION UNIVERSAL CITY, TEXAS				
PROJECT LAYOUT				
CHK. BY:	J.A.C.	6S JOB NO:	2022-003-03	
DWG. BY:	J.A.B.	STATE	CITY	SHEET NO.
DATE:	07/18/2023	TEXAS	UNIVERSAL CITY	4

CITY OF UNIVERSAL CITY

Date: 02/06/2024

TO: City Council
FROM: Kim M. Turner, City Manager
SUBJECT: Bid Acceptance of the Red Horse Parking Lot 1 Improvements

Historical Background

Red Horse Park reconstruction and upgrades included four phases. Phase 1 and Phase 2 have been completed. These two phases included improvements to the Disc Golf parking lot and to the Red Horse Park drive lanes. Phase 3 is the reconstruction of the existing Red Hoarse Park parking lot.

Action Requested

Award the low Base Bid totaling \$130,471.65 to Industrial Construction Co and authorize the City Manager to sign the contract.

Procurement Methodology

The Public Works Department advertised for bids and received a total of Thirteen (13) responsive bids with Industrial Construction Co. as the lowest responsive responsible bidder. Please reference attached engineers' letter of recommendation and bid tabulation sheet.

Source and Amount of Funding

The Red Horse Park Parking Lot 1 improvements were included in the FY 24 General Fund CIP - \$160,300.

Staff Recommendation

Staff recommends approval of the low base bid in the amount of \$130,471.65 to Industrial Construction Co. for the Red Horse Park parking Lot 1 Improvements.



January 30, 2024

Mr. Randy Luensmann
Public Works Director
City of Universal City
265 Kitty Hawk Road
Universal City, TX 78148

Reference: Contract Award Letter – Red Horse Park – Parking Lot 1
6S Job No. 2021-003-01

Dear Mr. Luensmann:

On January 25 2024, bids for the referenced project were opened and read aloud. Based on the information we received, to the best of our knowledge and belief, the lowest and best qualified bid is that of Industrial Construction Co. with a base bid of \$130,471.65. We recommend the award of the contract to Industrial Construction Co. in the amount of \$130,471.65.

If you have any questions, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joe A. Cantu', written over a horizontal line.

Joe A. Cantu, P.E.
Vice President

Attachments: Bid Tabulation

\\10.120.120.55\6S Files\Projects\2021\2021-003-02 - UC - Red Horse Park\450 CPS\060 Corres\Recommendation of Award\Red Horse Park - Parking Lot 1 Rec. Award Letter.docx

BID TABULATION

Item	Description	Unit	Quantity	Engineering Estimate		INDUSTRIAL CONSTRUCTION		DCA CONTRACTOR		VK KNOWLTON		DIRT BOYS INC		JERDON ENTERPRISE		KEELEY CONSTRUCTION	
Base Bid				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
RED HORSE PARK - PARKING LOT 1																	
100.1	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00	\$12,330.00	\$12,330.00	\$6,205.93	\$6,205.93	\$34,800.00	\$34,800.00	\$7,500.00	\$7,500.00	\$15,200.00	\$15,200.00	\$8,240.63	\$8,240.63
100.2	INSURANCE AND BOND	LS	1	\$4,200.00	\$4,200.00	\$4,991.00	\$4,991.00	\$4,964.75	\$4,964.75	\$3,540.00	\$3,540.00	\$6,500.00	\$6,500.00	\$4,680.00	\$4,680.00	\$2,812.50	\$2,812.50
101.1	PREPARING RIGHT OF WAY	LS	1	\$3,200.00	\$3,200.00	\$2,242.00	\$2,242.00	\$1,200.00	\$1,200.00	\$1,980.00	\$1,980.00	\$11,000.00	\$11,000.00	\$25,000.00	\$25,000.00	\$4,381.25	\$4,381.25
103.1	REMOVE CONCRETE CURB (<700LF)	LF	50	\$5.00	\$250.00	\$8.95	\$447.50	\$4.87	\$243.50	\$17.40	\$870.00	\$20.00	\$1,000.00	\$5.45	\$272.50	\$12.53	\$626.50
103.3	REMOVE CONCRETE SIDEWALKS & DRIVEWAYS	SF	12	\$6.00	\$72.00	\$7.95	\$95.40	\$4.87	\$58.44	\$85.40	\$1,024.80	\$15.00	\$180.00	\$7.00	\$84.00	\$36.67	\$440.04
104.1	STREET EXCAVATION (INC ASPHALT REMOVAL)	CY	460	\$45.00	\$20,700.00	\$44.00	\$20,240.00	\$60.00	\$27,600.00	\$25.60	\$11,776.00	\$33.00	\$15,180.00	\$35.00	\$16,100.00	\$35.60	\$16,376.00
107.1	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	10	\$85.00	\$850.00	\$62.00	\$620.00	\$120.00	\$1,200.00	\$84.90	\$849.00	\$124.00	\$1,240.00	\$12.00	\$120.00	\$55.06	\$550.60
200.1	FLEXIBLE BASE (6" COMPACTED DEPTH)	SY	1250	\$14.00	\$17,500.00	\$10.95	\$13,687.50	\$21.42	\$26,777.02	\$15.90	\$19,875.00	\$22.50	\$28,125.00	\$11.80	\$14,750.00	\$30.33	\$37,912.50
202.1	PRIME COAT	GAL	250	\$6.00	\$1,500.00	\$10.95	\$2,737.50	\$5.50	\$1,375.37	\$6.70	\$1,675.00	\$7.50	\$1,875.00	\$6.15	\$1,537.50	\$11.75	\$2,937.50
203.1	TACK COAT	GAL	125	\$6.00	\$750.00	\$9.50	\$1,187.50	\$4.53	\$565.97	\$7.00	\$875.00	\$7.50	\$937.50	\$5.00	\$625.00	\$17.25	\$2,156.25
205.2	HOT MIX ASPH PAVEMENT, TYPED 2" COMP DEPTH	SY	1,085	\$18.00	\$19,530.00	\$21.80	\$23,653.00	\$24.34	\$26,411.88	\$25.40	\$27,559.00	\$30.00	\$32,550.00	\$30.65	\$33,255.25	\$19.95	\$21,645.75
234.1	GEOGRID (HS5.S)	SY	1,250	\$6.00	\$7,500.00	\$5.80	\$7,250.00	\$2.43	\$3,042.84	\$5.00	\$6,250.00	\$5.50	\$6,875.00	\$4.00	\$5,000.00	\$5.15	\$6,437.50
500.5	CONCRETE RIBBON CURB	LF	490	\$22.00	\$10,780.00	\$21.25	\$10,412.50	\$33.11	\$16,222.01	\$22.60	\$11,074.00	\$23.00	\$11,270.00	\$36.50	\$17,885.00	\$32.91	\$16,125.90
502.1	CONCRETE SIDEWALKS	SY	110	\$65.00	\$7,150.00	\$64.50	\$7,095.00	\$73.03	\$8,033.30	\$83.40	\$9,174.00	\$108.00	\$11,880.00	\$95.00	\$10,450.00	\$144.35	\$15,878.50
515.1	TOPSOIL	CY	50	\$40.00	\$2,000.00	\$93.50	\$4,675.00	\$38.95	\$1,947.42	\$64.70	\$3,235.00	\$64.00	\$3,200.00	\$58.00	\$2,900.00	\$79.69	\$3,984.50
516.1	BERMUDA SODDING	SY	550	\$10.00	\$5,500.00	\$9.70	\$5,335.00	\$5.84	\$3,213.24	\$9.05	\$4,977.50	\$11.50	\$6,325.00	\$10.00	\$5,500.00	\$31.05	\$17,077.50
530.1	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$8,000.00	\$8,000.00	\$1,200.00	\$1,200.00	\$2,100.00	\$2,100.00	\$3,810.00	\$3,810.00	\$1,500.00	\$1,500.00	\$8,775.00	\$8,775.00	\$6,250.00	\$6,250.00
531.3	RI-1STOP (30")(HIGH INTENSITY)	EA	1	\$350.00	\$350.00	\$675.00	\$675.00	\$389.48	\$389.48	\$502.00	\$502.00	\$450.00	\$450.00	\$585.00	\$585.00	\$312.50	\$312.50
531.9	HANDICAP PARKING SIGN	EA	2	\$275.00	\$550.00	\$545.00	\$1,090.00	\$340.80	\$681.60	\$502.00	\$1,004.00	\$550.00	\$1,100.00	\$497.00	\$994.00	\$312.50	\$625.00
535.1	4" WIDE YELLOW LINE	LF	150	\$2.00	\$300.00	\$3.60	\$540.00	\$4.87	\$730.28	\$2.05	\$307.50	\$3.00	\$450.00	\$2.00	\$300.00	\$5.00	\$750.00
535.2	4" WIDE WHITE LINE	LF	600	\$2.00	\$1,200.00	\$3.60	\$2,160.00	\$4.87	\$2,921.13	\$2.05	\$1,230.00	\$3.00	\$1,800.00	\$2.00	\$1,200.00	\$3.75	\$2,250.00
536.1	STRAIGHT WHITE ARROW	EA	2	\$250.00	\$500.00	\$165.00	\$330.00	\$0.00	\$0.00	\$165.00	\$330.00	\$500.00	\$1,000.00	\$100.00	\$200.00	\$187.50	\$375.00
536.2	HANDICAP PARKING SYMBOL	EA	2	\$350.00	\$700.00	\$145.00	\$290.00	\$340.80	\$681.60	\$165.00	\$330.00	\$650.00	\$1,300.00	\$100.00	\$200.00	\$312.50	\$625.00
536.7	24" WIDE WHITE LINE (STOP BAR)	IF	12	\$7.00	\$84.00	\$17.00	\$204.00	\$10.71	\$128.53	\$12.20	\$146.40	\$50.00	\$600.00	\$15.00	\$180.00	\$18.75	\$225.00
540.9	TEMPORARY SEDIMENT CONTROL FENCE	LF	215	\$2.00	\$430.00	\$3.75	\$806.25	\$6.82	\$1,465.43	\$3.20	\$688.00	\$12.00	\$2,580.00	\$3.00	\$645.00	\$4.33	\$930.95
540.6	CONSTRUCTION ENTRANCE (INSTALL/REMOVAL)	SY	70	\$60.00	\$4,200.00	\$54.25	\$3,797.50	\$0.00	\$0.00	\$43.30	\$3,031.00	\$65.00	\$4,550.00	\$58.00	\$4,060.00	\$29.35	\$2,054.50
SP-1	RIVER ROCK 2" MINIMUM DIAMETER	SY	85	\$65.00	\$5,525.00	\$28.00	\$2,380.00	\$81.79	\$6,952.15	\$39.30	\$3,340.50	\$21.00	\$1,785.00	\$59.00	\$5,015.00	\$50.74	\$4,312.90
BASE BID					\$135,321.00		\$130,471.65		\$134,975.40		\$154,253.70		\$162,752.50		\$175,513.25		\$176,294.27
GRAND TOTAL					\$135,321.00		\$130,471.65		\$134,975.40		\$154,253.70		\$162,752.50		\$175,513.25		\$176,294.27

Actual Bid \$\$ **\$ 145,104.12**

*DCA CONTRACTOR used old bid form- not the updated form from the addenda
 *CONTRACTOR NUMBERS WITH MATHEMATICAL ERROR
 *CORRECTED NUMBERS

Item	Description	Unit	Quantity	YANTIS COMPANY		ALLBRITE CONSTRUCTION		WESTHILL PAVING		JAMCO VENTURES		ALL PRO PAVING		D&D CONTRACTORS		TCL CONSTRUCTION		
Base Bid				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	
RED HORSE PARK - PARKING LOT 1																		
100.1	MOBILIZATION	LS	1	\$3,000.00	\$3,000.00	\$56,520.00	\$56,520.00	\$20,655.00	\$20,655.00	\$5,000.00	\$5,000.00	\$30,000.00	\$30,000.00	\$57,651.63	\$57,651.63	\$35,900.00	\$35,900.00	
100.2	INSURANCE AND BOND	LS	1	\$3,725.00	\$3,725.00	\$4,231.20	\$4,231.20	\$3,854.42	\$3,854.42	\$10,000.00	\$10,000.00	\$33,291.00	\$33,291.00	\$5,641.29	\$5,641.29	\$7,525.00	\$7,525.00	
101.1	PREPARING RIGHT OF WAY	LS	1	\$5,725.00	\$5,725.00	\$6,000.00	\$6,000.00	\$9,975.00	\$9,975.00	\$25,000.00	\$25,000.00	\$24,000.00	\$24,000.00	\$3,341.61	\$3,341.61	\$8,500.00	\$8,500.00	
103.1	REMOVE CONCRETE CURB (<700LF)	LF	50	\$22.00	\$1,100.00	\$18.48	\$924.00	\$23.23	\$1,161.50	\$30.00	\$1,500.00	\$96.00	\$4,800.00	\$25.14	\$1,257.00	\$14.40	\$720.00	
103.3	REMOVE CONCRETE SIDEWALKS & DRIVEWAYS	SF	12	\$88.00	\$1,056.00	\$77.00	\$924.00	\$83.33	\$999.96	\$100.00	\$1,200.00	\$28.00	\$336.00	\$70.82	\$849.84	\$33.33	\$399.96	
104.1	STREEET EXCAVATION (INC ASPHALT REMOVAL)	CY	460	\$45.00	\$20,700.00	\$38.00	\$17,481.60	\$86.97	\$40,006.20	\$35.00	\$16,100.00	\$37.04	\$17,038.40	\$89.86	\$41,335.60	\$86.00	\$39,560.00	
107.1	EMBANKMENT (FINAL)(DENS CONT)(TY A)	CY	10	\$35.00	\$350.00	\$60.00	\$600.00	\$120.00	\$1,200.00	\$120.00	\$1,200.00	\$225.00	\$2,250.00	\$269.78	\$2,697.80	\$50.00	\$500.00	
200.1	FLEXIBLE BASE (6" COMPACTED DEPTH)	SY	1250	\$23.00	\$28,750.00	\$23.30	\$29,118.89	\$30.76	\$38,450.00	\$25.00	\$31,250.00	\$13.61	\$17,012.50	\$11.09	\$13,862.50	\$38.40	\$48,000.00	
202.1	PRIME COAT	GAL	250	\$8.50	\$2,125.00	\$9.60	\$2,400.00	\$2.52	\$630.00	\$20.00	\$5,000.00	\$6.00	\$1,500.00	\$10.09	\$2,522.50	\$6.60	\$1,650.00	
203.1	TACK COAT	GAL	125	\$7.50	\$937.50	\$15.00	\$1,875.00	\$2.52	\$315.00	\$45.00	\$5,625.00	\$6.00	\$750.00	\$10.09	\$1,261.25	\$24.00	\$3,000.00	
205.2	HOT MIX ASPH PAVEMENT, TYPED 2" COMP DEPTH	SY	1,085	\$33.00	\$35,805.00	\$25.85	\$28,043.92	\$22.73	\$24,662.05	\$25.00	\$27,125.00	\$33.31	\$36,141.35	\$40.36	\$43,790.60	\$44.23	\$47,989.55	
234.1	GEOGRID (HS5.S)	SY	1,250	\$6.50	\$8,125.00	\$7.13	\$8,912.44	\$3.77	\$4,712.50	\$7.00	\$8,750.00	\$5.28	\$6,600.00	\$6.09	\$7,612.50	\$3.36	\$4,200.00	
500.5	CONCRETE RIBBON CURB	LF	490	\$49.00	\$24,010.00	\$28.70	\$14,064.00	\$27.26	\$13,357.40	\$25.00	\$12,250.00	\$23.40	\$11,466.00	\$22.11	\$10,833.90	\$44.00	\$21,560.00	
502.1	CONCRETE SIDEWALKS	SY	110	\$120.00	\$13,200.00	\$89.52	\$9,847.20	\$148.80	\$7,440.00	\$100.00	\$11,000.00	\$77.40	\$8,514.00	\$88.08	\$9,688.80	\$106.36	\$11,699.60	
515.1	TOPSOIL	CY	50	\$93.00	\$4,650.00	\$102.00	\$5,100.00	\$105.56	\$5,278.00	\$80.00	\$4,000.00	\$43.20	\$2,160.00	\$128.13	\$6,406.50	\$40.00	\$2,000.00	
516.1	BERMUDA SODDING	SY	550	\$23.00	\$12,650.00	\$2.13	\$1,170.00	\$12.31	\$6,770.50	\$12.00	\$6,600.00	\$7.56	\$4,158.00	\$13.85	\$7,617.50	\$27.00	\$14,850.00	
530.1	BARRICADES, SIGNS AND TRAFFIC HANDLING	LS	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$4,310.00	\$4,310.00	\$10,000.00	\$10,000.00	\$5,400.00	\$5,400.00	\$6,453.71	\$6,453.71	\$3,000.00	\$3,000.00	
531.3	RI-1STOP (30")(HIGH INTENSITY)	EA	1	\$625.00	\$625.00	\$420.00	\$420.00	\$350.00	\$350.00	\$475.00	\$475.00	\$540.00	\$540.00	\$432.39	\$432.39	\$600.00	\$600.00	
531.9	HANDICAP PARKING SIGN	EA	2	\$250.00	\$500.00	\$360.00	\$720.00	\$615.00	\$1,230.00	\$495.00	\$990.00	\$540.00	\$1,080.00	\$144.13	\$288.26	\$600.00	\$1,200.00	
535.1	4" WIDE YELLOW LINE	LF	150	\$3.00	\$450.00	\$0.42	\$63.00	\$3.43	\$514.50	\$2.50	\$375.00	\$5.04	\$756.00	\$1.44	\$216.00	\$3.60	\$540.00	
535.2	4" WIDE WHITE LINE	LF	600	\$3.00	\$1,800.00	\$0.42	\$252.00	\$3.33	\$1,998.00	\$1.12	\$672.00	\$5.04	\$3,024.00	\$1.44	\$864.00	\$2.50	\$1,500.00	
536.1	STRAIGHT WHITE ARROW	EA	2	\$175.00	\$350.00	\$48.00	\$96.00	\$115.00	\$230.00	\$100.00	\$200.00	\$180.00	\$360.00	\$108.10	\$216.20	\$175.00	\$350.00	
536.2	HANDICAP PARKING SYMBOL	EA	2	\$600.00	\$1,200.00	\$78.00	\$156.00	\$275.00	\$550.00	\$30.00	\$60.00	\$540.00	\$1,080.00	\$396.35	\$792.70	\$750.00	\$1,500.00	
536.7	24" WIDE WHITE LINE (STOP BAR)	IF	12	\$20.00	\$240.00	\$4.80	\$57.60	\$10.83	\$129.96	\$10.00	\$120.00	\$30.00	\$360.00	\$12.01	\$144.12	\$66.66	\$799.92	
540.9	TEMPORARY SEDIMENT CONTROL FENCE	LF	215	\$4.50	\$967.50	\$9.60	\$2,064.00	\$3.55	\$763.25	\$30.00	\$6,450.00	\$6.69	\$1,438.35	\$3.53	\$758.95	\$6.97	\$1,498.55	
540.6	CONSTRUCTION ENTRANCE (INSTALL/REMOVAL)	SY	70	\$70.00	\$4,900.00	\$21.43	\$1,500.00	\$57.50	\$4,025.00	\$100.00	\$7,000.00	\$30.71	\$2,149.70	\$23.10	\$1,617.00	\$50.00	\$3,500.00	
SP-1	RIVER ROCK 2" MINIMUM DIAMETER	SY	85	\$45.00	\$3,825.00	\$18.71	\$1,590.00	\$35.38	\$3,007.30	\$20.00	\$1,700.00	\$47.99	\$4,079.15	\$293.61	\$24,956.85	\$35.29	\$2,999.65	
BASE BID					\$181,766.00		\$195,330.85		\$196,575.54		\$199,642.00		\$220,284.45		\$253,111.00		\$265,542.23	
GRAND TOTAL					\$181,766.00		\$195,330.85		\$196,575.54		\$199,642.00		\$220,284.45		\$253,111.00		\$265,542.23	

\$ 195,339.70

\$205,503.54

*DCA CONTRACTOR used old bid form- not the updated form from the

*CONTRACTOR NUMBERS WITH MATHEMATICAL ERROR

*CORRECTED NUMBERS

CITY OF UNIVERSAL CITY

Date: 02/06/2024

TO: City Council

FROM: Kim M. Turner, City Manager

SUBJECT: Bid Acceptance from Hydro Resources – Mid Continent, Inc. for the Water Well Drilling of UC Edwards Water Well #12

Historical Background

This new water Well #12 will be replacing our former water Well #5 located on Kitty Hawk Road in the 400 Block. Well #5 had to be plugged last year due to the steel casing deteriorating; it was determined that the steel casing could not be repaired. Public Works staff previously advertised drilling this Well #12 project at our Well site #5 location on Kitty Hawk Rd. Unfortunately, the City only received one responsive bid in July 2023 for \$1,690,000.00 million. This bid was rejected due to its excessive bid amount. Staff investigated the reason why only one excessive bid was received. Drill companies informed the City that the Kitty Hawk Well site #5 location lacked the available square feet in land size for drilling the new well which drove up the cost for drilling at this location. After reviewing possible locations for a new well site, it was determined that the best location was next to the existing Well site #8 located behind the funeral home on Kitty Hawk Rd.

Action Requested

Award the water Well # 12 Bid totaling \$1,363,762.00 to Hydro Resources -Mid Continent, Inc. and authorize the City Manager to execute the contract for the water well drilling of UC Edwards Water Well #12.

Procurement Methodology

The Public Works Department requested solicitation for bid under the Local Government Code, Chapter 252. Purchasing and Contracting Authority of Municipalities, Section 252.022 GENERAL EXEMPTIONS. (2) A Procurement necessary to preserve or protect the public health or safety of the municipality's residents. Please reference attached engineers' letter of recommendation and bid proposal.

Source of Funding

The funds for the Well Drilling of UC Edwards Water Well #12 Improvements were provided in FY 2024 Water/Sewer Maintenance and Utility CIP Budgets.

Staff Recommendation

Staff is recommending approval of the bid proposal totaling \$1,363,762.00 to Hydro Resources -Mid Continent, Inc. for the water well drilling of UC Edwards Water Well #12 Improvements.



1205 Sam Bass Rd. | Bldg. B, Ste. 300 | Austin, TX. 78681
(512) 851-8740 | collierconsulting.com | F-8170

1-29-2024

City of Universal City
Public Works Department

Subject: Universal City Well #12 Driller

Collier has received and reviewed the bid submitted by Hydro Resources (Hydro). Based on Hydro's submission of the lowest cost, Collier recommends Hydro be awarded the project.

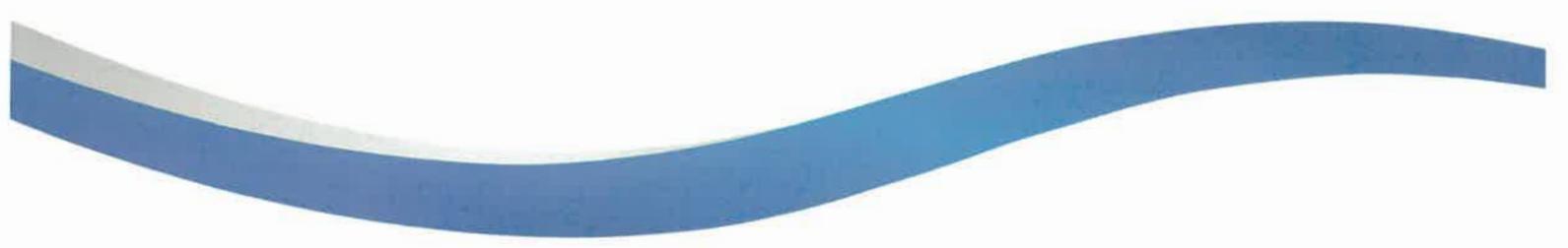
Thank You,

A handwritten signature in black ink that reads "Hunter King". The signature is written in a cursive style.

Hunter King, P.E.

Engineer

Collier Consulting



Hydro Resources - Mid Continent, Inc.

**EXHIBIT A, PAGE 1 OF 5
 BID PROPOSAL
 FOR
 EDWARDS WELL #12**

EDWARDS WELL #12					
ITEM NO.	EST. QTY	UNIT		UNIT PRICE	AMOUNT
1	1	LS	For mobilization, demobilization, bonds, and verifying the location of existing utilities, piping, valves, etc. prior to ordering materials and beginning construction. This item complete and in place for a lump sum amount of <u>One-hundred & one thousand & five-hundred & fifty-six</u> dollars and <u>NO</u> cents.	\$101,556.00	\$101,556.00
2	1	LS	Furnish all labor, equipment, and materials to remove existing fencing, provide erosion/sedimentation control, and miscellaneous site work as described in the plans and specifications. This item complete and in place for a lump sum amount of <u>One-hundred & seventy-four thousand & nine hundred & seven</u> dollars and <u>NO</u> cents.	\$174,907.00	\$174,907.00
3	40	VF	Install minimum of 40 feet of 30-inch diameter conductor casing including all labor, materials, equipment, and superintendence required as identified in the Drawings and Specifications. This item complete and in place for an amount of <u>Eight-hundred & forty-four</u> dollars and <u>NO</u> cents	\$844.00	\$33,760.00
4	400	VF	Drill test borehole to the top of the Edwards aquifer including all labor, materials, equipment, and superintendence required as identified in the Drawings and Specifications. This item complete and in place for an amount of <u>One-hundred & ninety-seven</u> dollars and <u>NO</u> cents	\$197.00	\$78,800.00
5	400	VF	Ream pilot borehole to minimum 26 inches in diameter for 20-inch diameter surface casing including all labor, materials, equipment and superintendence required as identified in the Drawings and Specifications. This item complete and in place for an amount of <u>Six-hundred & sixty-three</u> dollars and <u>NO</u> cents	\$663.00	\$265,200.00

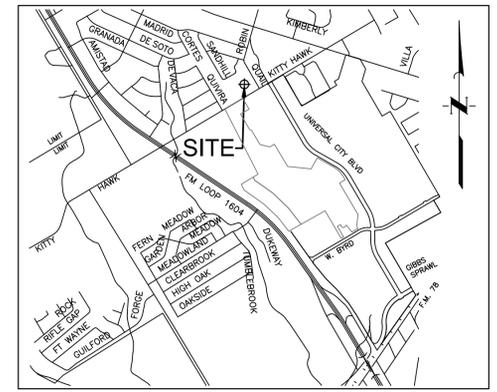
6	400	VF	Furnish, install and cement 20-inch diameter, 0.50- inch wall, surface casing including all labor, materials, equipment, waste disposal and superintendence required as identified in the Drawings and Specifications. This item complete and in place for an amount of <u>Three-hundred & sixteen</u> dollars and <u>NO</u> cents	\$316.00	\$126,400.00
7	350	VF	Drill test borehole through the Edwards aquifer including all labor, materials, equipment, and superintendence required as identified in the Drawings and Specifications. This item complete and in place for an amount of <u>One-hundred & ninety-three</u> dollars and <u>NO</u> cents.	\$193.00	\$67,550.00
8	1	LS	If needed, 60-foot plug of washed gravel with 10-foot cement cap in Edwards test borehole below selected well completion depth as described in Item 3 Section 10-K of the Specifications. This item complete and in place for an amount of <u>Eight-thousand & three-hundred & thirty-four</u> dollars and <u>NO</u> cents.	\$8,334.00	\$8,334.00
9	360	VF	Furnish and install 12 3/4" diameter steel slotted liner of wall thickness 0.375-inch from TD of well to 10' above bottom of 20" casing as identified in the Drawings and Specifications. NOTE: Dependent on condition of hole and authorization of OWNER. This item complete and in place for an amount of <u>Two-hundred & five</u> dollars and <u>cents</u>	\$205.00	\$73,800.00
10	1	LS	Perform initial development and preliminary production test including all labor, materials, equipment and superintendence required as identified in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Thirty-nine thousand & seven-hundred & fifty-five</u> dollars and <u>NO</u> cents.	\$39,755.00	\$39,755.00

 11	10,000	LS GAL	Perform acidization of the production zone in the Edwards aquifer including all labor, materials, equipment, injection of acid, flush water, neutralization of discharge water and superintendence required as identified in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Twelve</u> dollars and <u>NO</u> cents	\$12.00	\$120,000.00
12	1	LS	Remove and dispose of acid residuals including all labor, materials, equipment, hauling and superintendence required for 10,000 gallons of 28% hydrochloric acid as identified in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Fifty-eight thousand & eight-hundred & thirty-seven</u> dollars and <u>NO</u> cents	\$58,837.00	\$58,837.00
13	1	LS	Furnish, install and remove water flow and control system for well development and pumping tests including a 2,500 gpm turbine pump and engine, access tube, water level measuring equipment and pressure transducers, labor, materials, equipment and superintendence required as in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Nineteen thousand & six-hundred & twenty-seven</u> dollars and <u>NO</u> cents.	\$19,627.00	\$19,627.00
14	1	LS	Furnish, install and remove temporary piping to convey development and pumping test waters to disposal inlet including all labor, materials, equipment and superintendence required as in the Drawings and Specifications for the development, step-test, and thirty-six (36)-hour pumping test. This item complete and in place for a lump sum amount of <u>Thirty-three thousand & four-hundred & forty-four</u> dollars and <u>NO</u> cents	\$33,444.00	\$33,444.00

15	1	LS	Perform well development including all labor, materials, equipment and superintendence required as in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Thirty-one thousand & three-hundred & twenty-six</u> dollars and <u>NO</u> cents	\$31,326.00	\$31,326.00
16	1	LS	Perform 12-hr of step pumping tests including all labor, materials, equipment and superintendence required as in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Five thousand & nine-hundred & four</u> dollars and <u>NO</u> cents.	\$5,904.00	\$5,904.00
17	1	LS	Perform 36-hr of continuous pumping test including all labor, materials, equipment and superintendence required as in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Twenty-four thousand & nine-hundred & twenty-two</u> dollars and <u>NO</u> cents.	\$24,922.00	\$24,922.00
18	1	LS	Perform water quality sampling and analyses including all labor, materials, equipment and superintendence required as in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Two thousand & four-hundred & seventy</u> dollars and <u>NO</u> cents.	\$2,470.00	\$2,470.00
19	1	LS	Perform well disinfection and samplings for coliform including all labor, materials, equipment and superintendence required as in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Four thousand & eight-hundred & seventy</u> dollars and <u>NO</u> cents.	\$4,870.00	\$4,870.00
20	1	LS	Collier to perform a final well color video log as required in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Three Thousand Five Hundred</u> dollars and <u>Zero</u> cents	\$3,500	\$3,500

21	1	LS	Perform site restoration including all labor, materials, equipment and superintendence required as in the Drawings and Specifications. This item complete and in place for a lump sum amount of <u>Forty-eight thousand</u> dollars and <u>NO</u> cents.	\$48,000.00	\$48,000.00
22	1	LS	Collier Consulting staff shall provide Geophysical logging of the test hole to the Top of the Edwards Aquifer to include but not be limited to shallow and deep resistivity, spontaneous potential, natural gamma ray, and magnetic/slant angle deviation, and caliper. Collier shall provide these services complete and in place for a lump sum amount of <u>Five Thousand Four Hundred</u> dollars and <u>00</u> cents.	\$5,400	\$5,400
23	1	LS	Collier Consulting staff shall provide Geophysical logging of the test hole through the production zone of the Edwards Aquifer to include but not be limited to shallow and deep resistivity, spontaneous potential, natural gamma ray, and magnetic/slant angle deviation, and caliper. Collier shall provide these services complete and in place for a lump sum amount of <u>Five Thousand Four Hundred</u> dollars and <u>00</u> cents.	\$5,400	\$5,400
24	1	LS	For reserve purposes at the discretion of the Owner.	\$30,000	\$30,000
TOTAL BID AMOUNT					\$1,363,762.00
Supplemental General Notes					
		**	Any and all existing improvements in yard areas damaged by contractor will be replaced to a condition equal to or better than original at no additional cost.		
		**	Any and all spoil materials shall be removed from job site and placed at a location provided by the contractor.		

LINE	BEARING	DISTANCE
L1	N 83°11'54" E	12.02
L2	S 59°16'44" W	40.39



LOCATION MAP

LEGEND	
BCOP	----- BEAR COUNTY OFFICIAL PUBLIC RECORDS
BCDR	----- BEAR COUNTY DEED RECORDS
BCDPR	----- BEAR COUNTY DEED AND PLAT RECORDS
POB	----- POINT OF BEGINNING
"I"	----- FOUND 1/2-INCH IRON ROD
"S"	----- SET 1/2-INCH IRON ROD (WITH "QUIDDITY" CAP)
"SN"	----- SET MAG NAIL (WITH "QUIDDITY" WASHER)
PP	----- POWER POLE
OMP	----- OVERHEAD POWERLINES
ESMT	----- EASEMENT
CONC.	----- CONCRETE
BWF, CLF, WF	----- BARBED WIRE, CHAINLINK, AND WOOD FENCE
SSMH	----- SANITARY SEWER MANHOLE
SDMH	----- STORM DRAIN MANHOLE

- GENERAL NOTES
- This survey was performed utilizing that certain title report prepared by Hollerbach & Associates, Inc. (Certification Date: Sept 14, 2023) pursuant to Section 663.16(b) of the Professional Land Surveying Practices Act (revised August, 2013) and reflects only those easements and encumbrances of record mentioned therein. Quiddity performed no additional research of the public records.
 - The graphic location of the subject tract superimposed upon the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map, Community Panel No. 4802902029F, effective date September 29, 2010, indicates that the subject tract is located within Zone "X" (un-shaded) which is defined by FEMA as "areas determined to be outside the 0.2% annual chance floodplain" commonly known as the 500-year floodplain. Zone "X" (un-shaded) is outside any FEMA established flood hazard zone. This statement does not imply that any portion of the subject tract is totally free of potential flood hazard. Localized flooding can occur due to natural and/or man-made influences. This flood statement shall not create any liability on the part of Quiddity or the undersigned.
 - Quiddity recommends the Metes & Bounds description shown hereon be attached to any legal instrument referencing the subject real property.
 - This survey does not provide any determination concerning wetlands, fault lines, toxic wastes (or any other environmental issue), archeological sites or obscured or poorly marked gravesites. An expert consultant should address such matters.
 - The subject tract has legal access to the public street right-of-way of Kitty Hawk Road. Current physical access is limited to the adjoining 18-foot wide alleyways.
 - This survey does not constitute an "Environmental Assessment" of the subject property. An expert consultant should address such matters. This statement shall create no liability on the part of Quiddity or the undersigned.
 - All square footage quantities shown on this survey are based upon the mathematical closure of the boundary courses and distances. Said quantities do not indicate the positional accuracy of the boundary monumentation.
 - The bearings, distances, areas and coordinates shown hereon are Texas Coordinate System GRID, South Central Zone (NAD83), as determined by Global Positioning System (GPS) with NGS OPUS post processing. The unit of linear measurement is U.S. Survey Feet. To convert grid distances to surface, multiply by the combined grid to surface scale factor of 1.00017. Please review the record instruments cited hereon to compare the survey bearings and distances with the record calls.
 - Quiddity has made no attempt to obtain or show data concerning the existence, size, depth, condition, capacity, or location of any utility or underground facility. For information regarding said utilities or facilities, please contact the appropriate agencies.
 - There are 31 overlapping parking spaces located within this tract.
 - This survey does not reflect lease interests.
 - All building square footage amounts shown hereon are based on exterior "foot print" dimensions.
 - The word "certify" is understood to be an expression of professional judgment by the surveyor, which is based on his best knowledge, information and belief. As such, it constitutes neither a guarantee nor a warranty, expressed or implied.
 - This survey does not show existing trees or landscaping.
 - This tract is situated within Zone "R3" (Medium Density Residential) per the City of Universal City Zoning Web Site. This survey does not reflect zoning restrictions.
 - Please see separate Topographic Map for additional improvements details.

METES AND BOUNDS DESCRIPTION OF A 1.268 ACRE TRACT OF LAND

A Metes and Bounds description of a 1.268 acre (55,229 square feet) tract of land situated in County Block 5047C, City of Universal City, Bexar County, Texas; being all of Lot 13, Block 5, Universal Heights Unit 2A subdivision, plat of which is recorded in Vol.8500, Pg.86, of the Bexar County Deed and Plat Records (BCDPR); and being more particularly described as follows:

Note: The bearings, distances, areas and coordinates shown herein are Texas Coordinate System grid, South Central Zone (NAD83), as determined by Global Positioning System (GPS). All distances units cited herein are U.S. Survey Feet and are horizontal "on the grid" distances. For converting grid distances to surface, use the grid to surface scale factor of 1.00017.

BEGINNING at a 1/2-inch iron rod found in the southeasterly boundary of an 18-foot wide alley marking the western-most corner of said Lot 13 and the northern-most corner of Lot 12, Block 5 of said Universal Heights Unit 2A subdivision; said beginning point having Texas Grid Coordinates: North 13,748,216.80 feet, East 2,187,614.06 feet.

- THENCE, along the southeasterly boundary of said 18-foot wide alley the following three(3) courses and distances:
- North 59°07'44" East, 186.29 feet to a 1/2-inch iron rod (with plastic cap stamped "QUIDDITY") set at an angle point;
 - North 16°50'18" East, 173.76 feet to a 1/2-inch iron rod found for corner; said corner having Texas Grid Coordinates: North 13,748,478.70 feet, East 2,187,824.29 feet;
 - North 83°11'54" East, 12.02 feet along a cut-back to a 1/2-inch iron rod (with plastic cap stamped "QUIDDITY") set for corner in the southwesterly boundary of another 18-foot wide alley.
- THENCE, South 30°26'30" East, 231.84 feet along said 18-foot wide alley southwesterly boundary to a 1/2-inch iron rod (with plastic cap stamped "QUIDDITY") set at the northern-most corner of Lot 14, Block 5 of Universal Heights Unit 2A Partial Replat subdivision, plat of which is recorded in Vol.8700, Pg.249, BCDPR;
- THENCE, South 59°43'47" West, 284.56 feet along the northwesterly boundary of said Lot 14 to a magnetic nail (with washer stamped "QUIDDITY") set in pavement for corner;
- THENCE, South 30°26'30" East, 200.95 feet along the southwesterly boundary of said Lot 14 to a 1/2-inch iron rod (with plastic cap stamped "QUIDDITY") set for corner in the northwesterly right-of-way line of Kitty Hawk Road (86 feet wide); said corner having Texas Grid Coordinates: North 13,747,963.55 feet, East 2,187,809.74 feet;
- THENCE, South 59°16'44" West, 40.39 feet along said northwesterly right-of-way line of Kitty Hawk Road to a 1/2-inch iron rod (with plastic cap stamped "QUIDDITY") set at the eastern-most corner of aforesaid Lot 12, Block 5 of Universal Heights Unit 2A subdivision;
- THENCE, North 30°26'30" West, 317.68 feet along the northwesterly boundary of said Lot 12 to the POINT OF BEGINNING, containing 1.268 acres of land in Bexar County, Texas as shown on drawing no.19156 filed under Job No. S0356-0099-01 in the office of Quiddity Engineering, San Antonio, Texas.

SUBJECT TO THE GENERAL NOTES SHOWN HEREON:

We, Quiddity Engineering, LLC, acting by and through Michael A. Romans, R.P.L.S., hereby certify to:
 • The City of Universal City
 ... that this map or plat and the survey on which it is based were made in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2021, and includes Items 1, 2, 3, 4, 7a, 7b(1), and 8 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA, NSPS and ACSM and in effect on the date of this certification, the undersigned further certifies that the Positional Uncertainties resulting from the survey measurements made on the survey do not exceed the allowable Positional Tolerance.

Survey Date: September 20, 2023 Quiddity Engineering, LLC



Michael A. Romans
 Registered Professional Land Surveyor No. 4657
 Signature Date: October 13, 2023

ALTA/NSPS LAND TITLE SURVEY
 OF
 LOT 13, BLOCK 5
 UNIVERSAL HEIGHTS UNIT 2A
 VOL.8500, PG.86, BCDPR
 BEING
 1.268 ACRES
 IN C.B. 5047C, CITY OF UNIVERSAL CITY
 BEXAR COUNTY, TEXAS



TBPELS Registration Nos. F-23290 & 10046100
 4350 Lockhill-Selma Road, Suite 100 • San Antonio, Texas 78249 • 210.494.5511
 Austin • College Station • Dallas • Georgetown • Houston • New Braunfels • Rosenberg • Round Rock • San Antonio • The Woodlands

CITY OF UNIVERSAL CITY

Date: 02/06/2024

TO: City Council
FROM: Kim M. Turner, City Manager
SUBJECT: **Resolution 968-2024 Ordering Universal City General Election for City Council**

Historical Background

The City conducts General Elections for its City Council seats annually with staggered terms for three Councilmembers and the Mayor. This May 4, 2024 Election will include the following positions to be voted upon:

- Mayor;
- Three (3) Councilmembers for a Two-Year Term.

In the past, Bexar County has accommodated Guadalupe County residents at Bexar County polling stations given that Guadalupe County did not conduct May elections. This year, Guadalupe County will be holding a May 2024 election; the City will be able to contract with Guadalupe County to host Universal City residents who reside within that county.

According to Texas Elections Code Section 3.005, the last day for ordering this May 2024 Uniform Election is Friday, February 16th, 2024.

Action Requested

Approve Resolution 968-2024 ordering the 2024 General Election and authorizing the City Manager and/or her authorized designee to sign Joint Elections Agreements and related contract documents necessary to hold said election.

Procurement Methodology

The Administration Department through the City Clerk’s office requests Joint election Agreements pursuant Texas Elections Code Chapter 31 Subchapter D – Contract for Election Services.

Source and Amount of Funding

General Fund – Administration – Election Expense - \$12,000.

Staff Recommendation

Staff recommends approval of Resolution 968-2024.

Attachments: [Resolution 968-2024](#)
[Joint Agreement with Bexar County Elections](#)
[Joint Agreement with Guadalupe County Elections](#)

RESOLUTION NO. 968-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS CALLING A GENERAL ELECTION TO BE HELD ON MAY 4, 2024, TO ELECT CITY OFFICERS; AND APPROVING AND AUTHORIZING CONTRACT DOCUMENTS AND PROCEDURES RELATED THERETO.

WHEREAS, as the laws of the State of Texas and the Universal City Charter require that a City election shall be held, the City Council of the City of Universal City, Texas (the "City"), deems it desirable to call the election hereinafter ordered.

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

1. OFFICIAL POSITIONS TO BE CONSIDERED: A general election shall be held in which the following positions shall be voted upon:

Mayor and Three (3) City Council Members
(For a Two-Year Term Period)

2. JOINT ELECTION: The Election shall be held jointly, with the Bexar County Elections Administrator and the Guadalupe County Elections Administrator, pursuant Joint elections Agreements between both entities respectively and the City of Universal City, et al. The City Manager or their authorized designee is authorized to sign the Joint Election Agreement and related contract documents necessary to effect said election.

3. ELECTION DATE, ELECTION PRECINCTS, POLLING PLACES, and ELECTION JUDGES AND CLERKS: Said election shall be held on May 4, 2024, between the hours of 7:00 a.m. and 7:00 p.m., in the election precincts and polling places designated by the Bexar County Elections Administrator for Bexar County residents and the Guadalupe County Elections Administrator for Guadalupe County residents, and using the election judges and clerks appointed by the Bexar County Elections Administrator and Guadalupe County Elections Administrator respectively. Such date being a uniform election date as defined in the Texas Elections Code § 41.001, as amended.

4. EARLY VOTING. Early voting shall be conducted by personal appearance and by mail.

Early voting by personal appearance will begin on Monday, April 22, 2024, and end on Tuesday, April 30, 2024. Early voting by personal appearance shall be held for all precincts in the locations designated by the Bexar County Elections Administrator for Bexar County residents and the Guadalupe County Elections Administrator for Guadalupe County residents, and using the election judges and clerks appointed by the Bexar County Elections Administrator and Guadalupe County Elections Administrator respectively.

Early voting by mail for Bexar County Residents shall be through the Bexar County Elections Administrator, 1103 S. Frio, Ste. 100, San Antonio, TX 78207. The Early Voting Clerk for said election shall be Jacquelyn F. Callanen, Bexar County Elections Administrator.

Early voting by mail for Guadalupe County Residents shall be through the Guadalupe County Elections administrator, 215 S. Milam, Seguin, Texas 78155. The Early Voting Clerk for said election shall be Lisa Hayes, Guadalupe County Elections Administrator.

5. ELECTION OFFICER. The Election Officer shall be the point of contact for the Bexar County Elections Administrator and the Guadalupe County Elections Administrator relating to the Universal City General Election for the purposes of ballot proofing and approval, receipt of early voting and Election Day information, final election returns and for any other function necessary for the Bexar County Elections Administrator and Guadalupe County Elections Administrator to effect the City's election. The Election Officer shall be Maribel Garcia, Deputy City Clerk.

6. QUALIFIED VOTERS. All resident, qualified electors of the City shall be entitled to vote in said election.

7. ORDER AND NOTICE. The Mayor shall issue all necessary orders, writs and notices for

said election in accordance with the Texas Election Code.

PASSED AND APPROVED THIS 6TH DAY OF FEBRUARY 2024.

CITY OF UNIVERSAL CITY, TEXAS

APPROVED:

John Williams, Mayor

ATTEST:

Maribel Garcia, Deputy City Clerk

JOINT ELECTION AGREEMENT

This Agreement is entered into by and between Bexar County Elections Administrator (“ADMINISTRATOR”), acting on behalf of Bexar County; with Bexar County Appraisal District (BCAD”); the City of San Antonio (“COSA”), Alamo Community College District (“ACCD”); Alamo Heights Independent School District (“AHISD”); Comal Independent School District (“CISD”); Harlandale Independent School District (“HISD”); Medina Valley Independent School District (“MVISD”); North East Independent School District (“NEISD”); Northside Independent School District (“NISD”); San Antonio Independent School District (“SAISD”); Southside Independent School District (“SSISD”); the City of Alamo Heights (“COAH”); the City of Balcones Heights (“COBH”); the City of Castle Hills (“COCH”); the City of Converse (“COC”); the City of Elmendorf (“COE”); the City of Fair Oaks Ranch (“FOR”); the City of Grey Forest (“COGF”); the City of Helotes (“COH”); the City of Hill Country Village (“COHV”); the City of Kirby (“COK”); the City of Leon Valley (“COLV”); the City of Live Oak (“COLO”); the City of Lytle (“COL”); the City of Olmos Park (“COOP”); the City of Shavano Park (“COSP”); the City of Somerset (“COS”); the City of St. Hedwig (“COSH”); the City of Terrell Hills (“COTH”), the City of Universal City (“COUC”); the City of Von Ormy (“COVO”); the Town of Hollywood Park (“TOHP”), the East Central Special Utility District (“ECSUD”), and the Trinity Glen Rose Groundwater Conservation District (“TGRGCD”) and they may also be referred to, individually, as an “Entity” or, collectively, as the “Entities,” acting by and through their duly appointed and qualified representatives, pursuant to Texas Election Code Section 271.002(a), for the May 4, 2024 election.

WHEREAS, BCAD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COSA will conduct a charter election on Saturday, May 4, 2024; and

WHEREAS, ACCD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, AHISD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, CISD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, HISD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, MVISD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, NEISD will conduct a general and special elections on Saturday, May 4, 2024; and

WHEREAS, NISD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, SAISD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, SSISD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COAH will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COBH will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COC will conduct 2 special elections on Saturday, May 4, 2024; and

WHEREAS, COCH will conduct a general elections on Saturday, May 4, 2024; and

WHEREAS, COE will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COFOR will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COGF will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COH will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COHCV will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COK will conduct a general elections on Saturday, May 4, 2024; and

WHEREAS, COLV will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COL will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COLO will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COOP will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COSP will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COS will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COSH will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COTH will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COUC will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, COVO will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, TOHP will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, ECSUD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, TGRGCD will conduct a general election on Saturday, May 4, 2024; and

WHEREAS, Section 271.002(a) of the Texas Election Code authorizes two or more political subdivisions to enter into an agreement to hold elections jointly in the election precincts that can be served by common Vote Centers; and

WHEREAS, the Entities desire that a joint election be held in order to provide a convenient, simple, and cost-saving election to the voters in their respective jurisdictions; and

WHEREAS, the Entities desire to enter into an agreement setting out their respective duties and responsibilities for the May 4, 2024 election;

NOW THEREFORE, it is agreed that the Entities will hold a joint election on Saturday, May 4, 2024 (the "Joint Election") under the following terms and conditions:

I.

The Entities are each required to enter into their own separate contract with ADMINISTRATOR for election services and will hold elections jointly with other Entities in the election precincts that can be served by common polling places, using joint election officer and clerks as ADMINISTRATOR determines is necessary and appropriate.

II.

The Entities agree to conduct early voting jointly. ADMINISTRATOR will arrange for and handle early voting in person and by mail for the Joint Election in accordance with her contracts with those Entities.

III.

The Entities agree that a single ballot, containing all the measures and offices to be voted on at a particular polling place, shall be used in this Joint Election.

IV.

Each Entity is responsible for its own posting of public notices in connection with the Joint Election. ADMINISTRATOR shall be responsible for publishing a Notice of Election in a newspaper of general circulation in the territory as required of all the Entities under Section 4.003 of the Election Code, and each Entity shall pay ADMINISTRATOR its proportionate share of the publishing cost.

V.

Each Entity is responsible for paying ADMINISTRATOR for any and all other election costs, as applicable to the specific Entity and agreed upon by separate contract for election services between each Entity and ADMINISTRATOR.

VI.

ADMINISTRATOR will tabulate the ballots and provide a set of copies of the affidavit page of each return along with the returns of the election, as agreed upon by separate contract between each Entity and ADMINISTRATOR.

VII.

Each Entity will be responsible for canvassing its respective precinct returns for the Joint Election.

VIII.

The Entities agree to comply with any and all applicable state and federal record retention statutes. Each Entity shall be the custodian of its respective election records.

IX.

If an Entity determines not to participate in the Joint Election to be held on Saturday, May 4, 2024, because it has no contested positions, the nonparticipating Entity shall promptly notify ADMINISTRATOR and the other Entities, and this Agreement shall be automatically amended to delete the nonparticipating Entity as a party to the Agreement.

X.

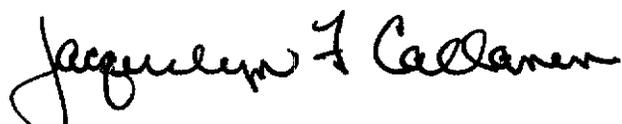
The undersigned persons are the duly authorized signatories of their Entities, and their signatures represent acceptance of the terms and conditions of this Agreement, as passed and approved by their respective governing bodies.

XI.

This Agreement may be executed in two or more counterparts. Together the counterparts shall be deemed an executed original instrument. The Entities may execute this Agreement and exchange counterparts of the signature pages by means of facsimile transmission, and the receipt of executed counterparts by facsimile transmission shall be binding on the Entities. Following a facsimile exchange, the Entities shall promptly exchange original signature pages.

SIGNED and AGREED this _____ day of _____, 2023/2024

BEXAR COUNTY ELECTIONS ADMINISTRATOR



Jacquelyn F. Callanen

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

ENTITY: _____

BY: _____

TITLE: _____

**JOINT GENERAL, SPECIAL, CHARTER ELECTION
(ELECCIÓN CONJUNTA GENERAL, ESPECIAL Y CARTA)**

**May 4, 2024
(4 de mayo de 2024)**

The hours of early voting will be: *(Las horas y fechas de votacion adelantada seran:)*

Monday, Apr. 22 thru Thursday, Apr. 25, 2024.....8:00 a.m. to 6:00 p.m.
(Lunes 22 de abril hasta el jueves 25 de abril de 2024.....8:00 a.m. to 6:00 p.m.)
 Friday, Apr. 26,2024 CLOSED
(Viernes 26 de abril de 2024CERRADO
 Saturday, Apr. 27, 2024.....8:00 a.m. to 8:00 p.m.
(Sabado 27 de abril de 2024.....8:00 a.m. to 8:00 p.m.)
 Sunday, Apr. 28, 2024.....12:00 noon – 6:00 p.m.
(Domingo 28 de abril de 2024.....12:00 noon – 6:00 p.m.)
 Monday, Apr. 29 thru Tuesday, Apr.30, 2024.....8:00 a.m. to 8:00 p.m.
(Lunes 29 de abril hasta el martes 30 de abril de 2024.....8:00 a.m. to 8:00 p.m.)

April 22, 2024 thru April 30, 2024

SUN	MON	TUES	WED	THURS	FRI	SAT
21	22 *****	23 *****	24 *****	25 *****	26 CLOSED	27 ***** **
28 *****	29 *****	30 *****	1	2	3	4 ELECTION DAY

Legend: *** Indicates dates open for early voting
(Leyenda: ***** Indica fechas abiertas para votación adelantada)**

Main Early Voting Location: (Localidad Principal de Votacion Adelantada:)

**BEXAR COUNTY ELECTIONS DEPARTMENT 1103 S. Frio
(DEAFLINK available for the hearing impaired)**

In addition to the main early polling place, early voting will be conducted at the following locations: (Ademas de la localidad principal, votacion adelantada se llevara a cabo en las siguiente localidades:)

**BEXAR COUNTY JUSTICE CENTER (Basement).....300 Dolorosa
 BROOK HOLLOW BRANCH LIBRARY.....530 Heimer Rd.
 CASTLE HILLS CITY HALL... (Community Room)209 Lemonwood Dr.
 CHRISTIAN FAMILY BAPTIST CHURCH.....1589 Grosenbacher Rd.
 CLAUDE BLACK CENTER2805 East Commerce
 CODY BRANCH LIBRARY11441 Vance Jackson
 CONVERSE CITY HALL (OLD)..... 407 S. Seguin Rd.
 COPERNICUS COMMUNITY CENTER..... 5003 Lord Rd.
 CORTEZ BRANCH LIBRARY.....2803 Hunter Blvd.
 EAST CENTRAL ISD ADMIN BLDG.....6634 New Sulphur Springs Rd.
 ENCINO BRANCH LIBRARY..... 2515 E. Evans Rd.**

FAIR OAKS RANCH CITY HALL.....	..7286 Dietz Elkhorn Rd.
GREAT NORTHWEST BRANCH LIBRARY.....	9050 Wellwood
IGO BRANCH LIBRARY.....	13330 Kyle Seale Parkway
KIRBY CITY HALL	112 Bauman
LEON VALLEY CONFERENCE CENTER.....	.6421 Evers Rd.
LION'S FIELD.....	2809 Broadway
MAVERICK BRANCH LIBRARY.....	.8700 Mystic Park
MCAULIFFE MIDDLE SCHOOL.....	9390 S.W. Loop 410
McCRELESS BRANCH LIBRARY.....	1023 Ada St.
MEMORIAL BRANCH LIBRARY.....	3222 Culebra
MISSION BRANCH LIBRARY.....	3134 Roosevelt Ave.
NORTHSIDE ACTIVITY CENTER.....	7001 Culebra
NORTHWEST VISTA COLLEGE...(Mountain Laurel Rm. 132).....	3535 N. Ellison Dr.
OUR LADY OF THE LAKE UNIVERSITY...(Sueltenfuss Library).....	411 S.W. 24 TH St.
PALO ALTO COLLEGE...(Ozuna Library Rm. 102).....	1400 W. Villaret Blvd.
PARMAN BRANCH LIBRARY @ Stone Oak.....	20735 Wilderness Oak
PRECINCT 1 SATELLITE OFFICE.....	3505 Pleasanton Rd.
PRECINCT 3 SATELLITE OFFICE.....	320 Interpark Blvd.
SCHAEFER BRANCH LIBRARY.....	6322 US Hwy 87 E.
SEMMES BRANCH LIBRARY @ Comanche Lookout Park.....	15060 Judson Rd.
SHAVANO PARK CITY HALL... (Lobby).....	900 Saddletree Ct.
SOMERSET CITY HALL.....	7360 E. 6 th , Somerset
SOUTHSIDE ISD ADMIN. BLDG.....	1460 Martinez-Losoya Rd
TOBIN LIBRARY @ OAKWELL.....	4134 Harry Wurzbach
UNIVERSAL CITY LIBRARY.....	100 Northview Dr.
UTSA (Bexar Room).....	1 UTSA Circle
WINDCREST TAKAS PARK CIVIC CENTER.....	9310 Jim Seal Dr.
WONDERLAND MALL OF THE AMERICAS...(A44).....	4522 Fredericksburg Rd.

subject to change (sujeto a cambio)

For more information contact the office of the Bexar County Elections Administrator, Jacquelyn F. Callanen, at (210) 335-VOTE (8683) or visit our website at Elections.Bexar.org (Para mas informacion comuniquese con la oficina del Condado de Bexar Administrador de Elecciones, Jacquelyn F. Callanen, al telefono (210) 335-VOTE (8683) o visite nuestra pagina web Elections.Bexar.org)

Applications to vote by mail may be requested and once completed mailed to:
(Las solicitudes para votar por correo se pueden solicitar y, una vez completadas, enviarse por correo a:)

Jacquelyn F. Callanen, Early Voting Clerk
1103 S. Frio, San Antonio, Texas 78207, or by calling 210-335-VOTE (8683).

Applications for a ballot by mail must be received no later than 5:00 p.m. on April 23, 2024.
(Las solicitudes para una boleta por correo deben recibirse a más tardar a las 5:00 p.m. el 23 de abril de 2024.)

THE STATE OF TEXAS }
 }
COUNTY OF GUADALUPE }



CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between the Elections Administrator of Guadalupe County, Texas (“Elections Administrator”) and the City of Universal City, Texas hereinafter referred to as “Political Subdivision,” pursuant to Texas Election Code Sections 31.092(a) for an election to be held on May 4, 2024.

Said Political Subdivision is holding a General/Special Election, at their expense on May 4, 2024.

The County owns an electronic voting system, the Express Vote Universal Voting System for Early Voting, Election Day voting, and Early Voting by Mail, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County’s electronic voting system and to compensate the County for such use.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, **IT IS AGREED** as follows:

GENERAL PROVISIONS

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters. For purposes of this Contract the term “Election” will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Elections Administrator of Guadalupe County shall coordinate, supervise, and handle all aspects of administering the Election as provided in this Contract. The Political Subdivision agrees to pay Guadalupe County for equipment, supplies, services, and administrative costs as provided in this Contract.
- C. The Elections Administrator shall serve as the administrator for the Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.
- D. The Elections Administrator has the right to enter into agreements with other entities at any time and may require that authorities of the Political Entity holding elections on the same day in all or part of the same territory to enter into a joint election agreement as

authorized in Chapter 271 of the Texas Election Code. The Political Subdivision agrees to enter into a joint election agreement required by Guadalupe County.

I. RESPONSIBILITIES OF ELECTIONS ADMINISTRATOR. The Elections Administrator shall be responsible for performing the following services and furnishing the following material and equipment in connection with the Election:

A. Nomination of Presiding Judges and Alternate Judges. The Elections Administrator shall recommend appointment of Election Day presiding and alternate judges, central accumulation station judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of whom shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. Notification to Presiding and Alternate Judges; Appointment of Clerks.

1. The Elections Administrator shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling station, the date of the election training(s), the date and time of the Election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for Election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Elections Administrator. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Section 272.002 and 272.009 of the Texas Election Code, the Elections Administrator shall ensure that a bilingual election clerk is appointed. The Elections Administrator shall notify the clerks of the same information that the judges receive under this section.

C. Election Training. The Elections Administrator shall be responsible for conducting Election training for the presiding judges, alternate judges, clerks, and early voting deputies in the operation and troubleshooting of the voting system and the conduct of elections, including qualifying voters, issuing ballots, maintaining order at the polling location, and conducting provisional voting.

D. Logic and Accuracy Testing. In advance of Early Voting (including the sending of any mail ballots), the Elections Administrator, the tabulation supervisor, and the other members the Elections Administrator designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Elections Administrator shall also be responsible for the publication of the required notice of such testing.

E. Election Supplies. The Elections Administrator shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day

(and to the Early Voting clerks during Early Voting) the following Election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and subchapter B of chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls, batteries for use in the voting system equipment, supplies for the electronic poll books, and all consumable type office supplies necessary to hold an Election.

- F. **Registered Voters List.** The Elections Administrator shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.
- G. **Notice of Previous Polling Place.** The Elections Administrator shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.
- H. **Ballots.** The Elections Administrator or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the Political Subdivision, including the names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions.
- I. **Applications for Mail Ballots.** The Political Subdivision and Elections Administrator agree that early voting by mail ballots shall be processed in accordance with the applicable provisions of the Texas Election Code and that 215 S. Milam St, Seguin, Texas 78155 or P.O. Box 1346, Seguin, Texas 78156 are the early voting clerk's mailing addresses to which ballot applications and ballots voted by mail shall be sent for the Political Subdivision.
- J. **Early Voting.** In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Elections Administrator shall serve as the Early Voting Clerk for the Election.
 - 1. The Elections Administrator shall supervise and conduct the early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
 - 2. The Elections Administrator shall receive mail ballot applications on behalf of the Political Subdivision. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Elections Administrator or deputies at the Elections Office located at 215 S. Milam St., Seguin, Texas 78155. Applications for mail ballots sent to the Political Subdivision shall be promptly faxed to the Elections

Administrator at (830)303-6373, or emailed to earlyvotingclerk@co.guadalupe.tx.us for timely processing and then the original application forwarded to the Elections Administrator for proper retention.

3. Early voting ballots shall be secured and maintained at the Elections Office at 215 S. Milam St., Seguin, Texas 78155. In accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.
4. Early Voting by personal appearance for the Election shall be conducted during the hours and time period and at the locations as determined by the Elections Administrator in consultation with the Political Subdivision and in accordance with the Texas Election Code.

K. Election Day Activities.

1. The Elections Administrator and staff shall be available from 6:00 am until the completion of the vote counting on Election Day to render technical support and assistance to voters and Election workers.
2. The Elections Administrator and staff shall prepare and conduct Election Night intake of election equipment, supplies, and records.
3. The Elections Administrator and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.
4. Election Day polling locations are determined by the Elections Administrator and in accordance with the Texas Election Code. The Elections Administrator shall arrange for the use of all polling places and shall arrange for the setting up of the polling location.

- L. Election Night Reports.** The Elections Administrator shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the Political Subdivision via email as soon as they are prepared and may be released under law, but no earlier than 7:00 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the Election. As soon as reasonably possible, the Elections Administrator will post all reports for public review on the Guadalupe County Elections website at www.co.guadalupe.tx.us/elections.

- M. Provisional Votes/ Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.** The Elections Administrator, serving as the Voter Registrar, shall retain the provisional voting affidavits and shall provide the factual information on each of the voters' status. The Elections Administrator shall reconvene the EVBB after the Election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.
- N. Canvass Material Preparation.** Promptly after determination of the provisional votes and resolution of any mail ballots, the Elections Administrator shall work with the EVBB and tabulation supervisor to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the Political Subdivision. These reports will serve as the canvass materials for the Political Subdivision. The title of these reports will be changed to official upon notification to the Elections Administrator of the completion of the canvass. Official reports will be sent to the Political Subdivision upon completion of canvass and posted on the Elections Office website for archival.
- O. Custodian of Election Records.** The Early voting Daily Roster as well as the Election Day Roster and Election results will be submitted to the Political subdivision as soon as practicable upon request. For the Early Voting Daily Roster, same will be provided the next business day after each day of Early Voting upon request. All other Election records will be maintained by the Elections Administrator as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Elections Administrator is hereby appointed the custodian of voted ballots and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law.

Access to the election records shall be available to each participating political subdivision as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating political subdivision to bring to the attention of the Elections

Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

P. Recount.

1. The Political Subdivision shall advise the Elections Administrator if a recount is required by law or requested and the Elections Administrator and the Political Subdivision shall discuss how such recount is to be conducted. The Political Subdivision shall reimburse the Elections Administrator for the cost of such recount which is not included in the original cost estimate.

Q. Schedule for Performance of Services. The Elections Administrator shall perform all Election services in accordance with and in compliance with the time requirements set out in the Texas Election Code.

R. Contracting with Third Parties. In accordance with Section 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third parties for Election services and supplies. The cost of such third-party services and supplies will be paid by the Elections Administrator and reimbursed by the Political Subdivision.

S. Department of Justice Preclearance for General Elections. If required by law, any changes to the general conduct of voting in Guadalupe County will be precleared through the United States Department of Justice by the Elections Administrator with copies of the submission and response e-mailed to the Political Subdivision.

II. RESPONSIBILITIES OF THE POLITICAL SUBDIVISION. The Political Subdivision shall perform the following responsibilities:

A. Election Orders, Election Notices, and Canvass. The Political Subdivision shall be responsible for the preparing, adopting, publishing, and posting of all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the Political Subdivision of all actions necessary to call the Election. The Political Subdivision shall be responsible for conducting the official canvass of the Election.

B. Map/Annexations. The Political Subdivision shall provide the Elections Administrator with an updated map and street index (including address numbers) of its jurisdiction in and electronic or printed format and shall advise the Elections Administrator in writing of any new developments, annexations or de-annexations and any other changes to the master voter registration list within the jurisdiction.

- C. **Department of Justice Preclearance for Special Elections.** If required by law, the Political Subdivision shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.
- D. **Ballot Information.** The Political Subdivision shall prepare the text for the Political Subdivisions official ballot in English and Spanish and provide to the Elections Administrator as soon as possible at the end of the period for ordering the Election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' name shall appear on the ballot. The Political Subdivision shall promptly review for correctness the ballot when requested by the Elections Administrator to do so prior to the finalization and shall approve by e-mail or by signature in person.
- E. **Precinct Reports to the Texas Secretary of State.** If a joint election is conducted with Guadalupe County, and the Political Subdivision is wholly contained within Guadalupe County, the Elections Administrator will file the precinct by precinct report with the Texas Secretary of State for elections conducted by the Guadalupe County Elections Office. If no joint election is conducted with Guadalupe County or if the Political Subdivision lies within multiple counties, then, utilizing the information provided by the Elections Administrator, the Political Subdivision shall prepare and file all required precinct by precinct reports with the Texas Secretary of State.
- F. **Annual Voting Report.** The Political Subdivision shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

III. SPECIAL PROVISIONS RELATED TO ELECTION WORKERS

- A. **Number of Election Workers at Election Day Polling Locations.** It is agreed by the Elections Administrator and the Political Subdivision that there will be at least three Election workers at each Election Day polling location: the presiding judge, the alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of Elections at the poll and the number of registered voters at the poll.
- B. **Compensation for Election Workers.** The Elections Administrator shall compensate all Election workers in accordance with the Elections Administrator established compensation policies, in accordance with the Texas Election Code and using the rates set by the Guadalupe County Commissioners Court for county elections. The Elections Administrator shall pay the workers and be reimbursed by the entities sharing the polling locations.

IV. PAYMENT

- A. **Charges and Distribution of Costs.** In consideration of the joint election services provided by the Elections Administrator, the Political Subdivision will be charged a share of the Election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The estimated costs to be paid by the Political Subdivision are set forth in the Cost Estimate.
- B. **Administrative Fee.** The Elections Administrator shall charge a fee equal to 10% of the Political Subdivision's share of the cost of the Election or a minimum of \$75.00.
- C. **Payment.** The Elections Administrator's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the Political Subdivision.

V. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
1. The authority with whom or the place at which any document or record relating to the Election is to be filed;
 2. The officers who conduct the official canvass of the Election returns;
 3. The authority to serve as custodian of voted ballots or other Election records; or
 4. Any other nontransferable function specified under Section 31.096 or other provisions of law.
- B. **Cancellation of Election.** The Political Subdivision may withdraw from this Contract should it cancel its election in accordance with Sections 2.051 – 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. The Political Subdivision is fully liable for any expenses incurred by Guadalupe County on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.
- C. **Contract Copies to Treasure and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of the Contract with the County Treasurer and the County Auditor of Guadalupe County, Texas.

- D. **Election to Resolve a Tie.** In the event that an Election is necessary to resolve a tie vote, the terms of the Contract shall extend to the second Election, except:
1. The Political Subdivision and the Contracting Officer will agree upon the date of the Election and the early voting schedule subject to provisions of the Election Code and with regard to other elections being conducted by the Contracting Officer.
 2. The Political Subdivision will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 3. An attempt will be made to use the Election workers that worked in the first Election; those poll workers will not have additional training provided by the Contracting Officer.
 4. The cost of the Election will be borne by the Political Subdivision; the Elections Administrator will work with the Political Subdivision on cost management.
- E. **Amendment/Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Elections Administrator and the Political Subdivision may propose necessary amendments or modifications to this Contract in writing in order to conduct the Election smoothly and efficiently, except that any such proposals must be approved by the Elections Administrator and the governing body of the Political Subdivision or its authorized agent, respectively.
- F. **Severability.** If any provision of the Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.
- G. In the event that legal action is threatened and/or filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, separate and independent legal counsel for the County, the Elections Administrator and additional election personnel as necessary.
- H. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.

- I. The parties agree that under the Constitution and laws of the State of Texas, neither Guadalupe County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
- J. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Guadalupe County, Texas.
- K. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
- L. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
- M. **Force Majeure.** If the performance of the Agreement is adversely restricted or if either party is unable to conform to any obligation by reason of any Force Majeure Event then, the party affected, upon giving prompt written notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such restriction (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so restricted); provided, however, that the party so affected shall use all commercially reasonable efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease. "Force Majeure Event" means any failure or delay caused by or the result of causes beyond the reasonable control of a party or its service providers that could not have been avoided or corrected through the exercise of reasonable diligence, including natural catastrophe, internet access or related problems beyond the demarcation point of the party's or its applicable infrastructure provider's facilities, state-sponsored malware or state-sponsored cyber-attacks, terrorist actions, laws, orders, regulations, directions or actions of governmental authorities having jurisdiction over the subject matter hereof, or any civil or military authority, national emergency, insurrection, riot or war, or other similar occurrence. If a party fails to perform its obligations as a result of such restriction for a period of more than thirty (30) days, then the other party may terminate the affected Services without liability.
- N. **Representatives.** For the purposes of implementing this Contract and coordinating activities, the Elections Administrator and the Political Subdivision designate the following individuals for submission of information, documents and notice:

For the Guadalupe County Elections Office:
Lisa Hayes
Elections Administrator
215 S. Milam St.
Seguin, Texas 78155
Tel: (830) 303-6363
Fax: (830) 303-6373
Email: lisa.hayes@co.guadalupe.tx.us

For the POLITICAL SUBDIVISION:
Name
Title
Address
City, State and Zip
Tel:
Fax:
Email:

IN TESTIMONY HEREOF, this Contract, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

1. It has on this _____ day of _____, 2024, been executed on behalf of Guadalupe County by the Elections Administrator pursuant to the Texas Election Code so authorizing; and

2. It has on this _____ day of _____, 2024, been executed on behalf of the Political Subdivision by its Presiding Officer or authorized representative, pursuant to an action of the Political Subdivision so authorizing.

GUADALUPE COUNTY, TEXAS

ATTEST:
City of Universal City, Texas:

By: _____
Lisa Hayes
Elections Administrator

By: _____
Presiding Officer/Authorized Representative

MAY 4, 2024
(4 DE MAYO, 2024)

GENERAL AND SPECIAL ELECTIONS
(ELECCION GENERALES Y ESPECIALES)

Early Voting Dates and Hours
(Fechas y Horarios de Votación Anticipada)

Monday, April 22nd through Friday, April 26th, 2024.....8:00 a.m. to 5:00 p.m.
Lunes, 22 de Abril hasta el Viernes, 26 de Abril, 2024.....8:00 de la mañana a las 5:00 de la tarde
Saturday, April 27th, 2024.....10:00 a.m. to 6:00 p.m.
Sabado, 27 de Abril, 2024.....10:00 de la mañana a las 6:00 de la tarde
Monday, April 29th through Tuesday, May 1st, 20247:00 a.m. to 7:00 p.m.
Lunes, 29 de Abril hasta el martes, 1 de Mayo de 2024.....7:00 de la mañana a las 7:00 de la tarde

Main Early Voting Polling Location
(Lugar Principal de Votación Anticipada)

ELECTIONS OFFICE
215 S. Milam St., Seguin, TX 78155
830-303-6363

Emergency and Limited ballots available only at the main location. *(Boletas limitadas y de emergencia solamente están disponibles en este lugar.)*

Locations of Branch Early Voting Polling Locations
(Lugar de las Sucursales de Votación para la Votación Anticipada)

CIBOLO FIRE STATION #2	3864 Cibolo Valley Dr., Cibolo, TX 78108
CENTRAL TEXAS TECHNOLOGY CENTER	2189 FM 758, Bldg B Room 159 New Braunfels, TX 78130
REDEMPITIVE GRACE MINISTRIES	2240 FM 725, New Braunfels, TX 78130
NEW BERLIN CITY HALL	9180 FM 775, New Berlin, TX
SCHERTZ COMMUNITY CENTER	1400 Schertz Pkwy, Schertz, TX 78154

Applications for Ballot by Mail shall be mailed to: *(Las solicitudes para boletas que se votaran adelantada por correo deberan enviarse a:)* Lisa Hayes, Early Voting Clerk, 215 S. Milam St, Seguin, Texas 78155 or P. O. Box 1346, Seguin, TX 78156-1346. earlyvotingclerk@co.guadalupe.tx.us

Applications for Ballots by Mail must be received no later than the close of business on April 23, 2024. *(Las solicitudes para boletas que se votaran adelantada por correo deberan recibirse para el fin de las horas de negocio el 23 de Abril 2024.*