

AGENDA - REVISED
Universal City Economic Development Corporation
Regular Meeting
Thursday, 10 October 2024 at 5:00 pm
Council Chambers, 2150 Universal City Blvd, Universal City

1. **CALL TO ORDER:** President Dick Crow
2. **QUORUM CHECK:** Secretary Roland Hinojosa
3. **INTRODUCTION OF GUESTS:**
4. **OLD BUSINESS:**
 - a) Minutes of the 11 July 2024 Regular Meeting
 - b) Financial Report:
 1. Accountant Reports
 2. Bills to Be Paid and Transfers
 3. Expected Incoming Expenses
5. **NEW BUSINESS:**
 - A. Election of Officers (President, Vice President, Secretary & Treasurer) to serve a period of one year.
 - B. Consider a Performance Agreement between the UCEDC and the Alamo Community Disc Club approving the expenditure of funds for an economic development incentive.
 - C. Consider bid tabulation, contractor recommendation to City Council for the Kitty Hawk Thoroughfare and Roundabout Improvements.
 - D. Consider approval of City Council Resolution No. 975-2024 approving the sale of approximately 1.587 acres of real property to the UCEDC for Economic Development Purposes of conveyance to Chick-Fil-A, Inc.
 - E. **Next Meeting:** Thursday, 14 November 2024 at 5:00 pm, Council Chambers
6. **STAFF REPORT:**
 - Status of Projects
 - Council Actions and Considerations
 - Upcoming City & Economic Events
7. **PUBLIC COMMENT:**
8. **ADJOURNMENT:**

MARIBEL GARCIA, Deputy City Clerk

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to this meeting. Please contact the City Clerk's Office at (210) 659-0333 if these services are needed.

All items on the agenda are eligible for possible discussion and action. The UCEDC 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).

MINUTES
ECONOMIC DEVELOPMENT CORPORATION OF THE CITY OF UNIVERSAL CITY, TEXAS
Regular Meeting, Thursday, 11 July 2024

1. **CALL TO ORDER:** Mr. Crow, President at 5:02 P.M.
2. **QUORUM CHECK:** Michael Cassata, Development Services & EDC Director

Present:

Dick Crow, President
Lenny Dagg, Vice President
Christina Fitzpatrick, Director
Bear Goolsby, Director
Dick Neville, Treasurer

Also Present:

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

Absent:

Roland Hinojosa, Secretary
Bryan Kuhlmann, Director

Mr. Crow noted a quorum was present.

3. **INTRODUCTION OF GUESTS:** None.
4. **OLD BUSINESS:**

Mr. Dagg moved to approve the following consent agenda item with discussed edits: a) Minutes of the 13 June 2024 Regular Meeting. Mr. Goolsby seconded the motion.

Vote: All in favor, none opposed.
Motion to approve carried.

Mr. Neville gave the Financial Report.

Mr. Goolsby moved to approve the following consent agenda item: b) Financial Report. Ms. Fitzpatrick seconded the motion.

Vote: All in favor, none opposed.
Motion to approve carried.

5. **NEW BUSINESS:**
 - A. **Discuss & Consider UCEDC Board appointments and/or reappointments.**

Mr. Cassata and Mrs. Turner explained the appointment process for the EDC which includes approval by City Council. Mrs. Turner clarified that the vote today would not be for positions such as President or Vice President, but rather only to be reappointed to the EDC. It was noted that the only application by someone not currently on the board was from John Williams who only wished to be considered in the case of a vacancy.

Mrs. Fitzpatrick moved to recommend reappointments as shown in the agenda packet. Mr. Dagg seconded the motion.

**Vote: All in favor, none opposed.
Motion to approve carried.**

B. Next Meeting: Thursday, 8 August 2024 at 5:00 pm, Council Chambers.

6. STAFF REPORT:

Mr. Cassata and Mrs. Turner gave updates on economic development projects throughout the City. They noted that the EDC FY 2025 budget along with board recommendations would be on the agenda of the July 16 City Council Regular Meeting. Mrs. Turner noted a few upcoming social events hosted by the City.

7. PUBLIC COMMENT: None.

8. ADJOURNMENT: Mr. Crow adjourned the meeting at 5:19 P.M.

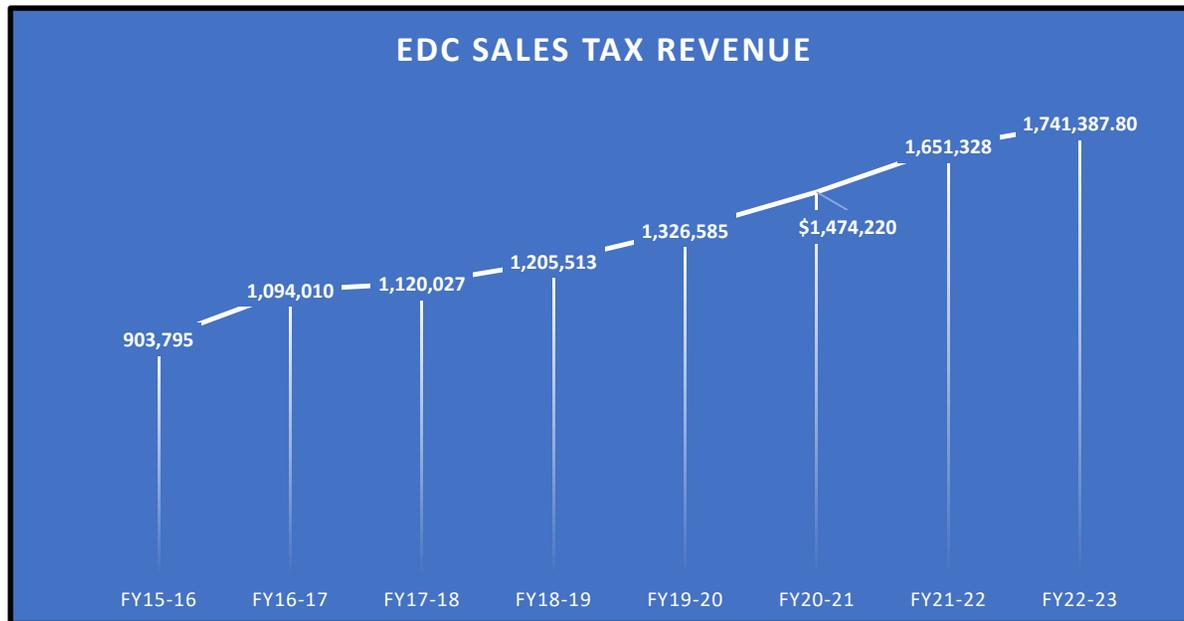
Dick Crow, President

08 -UNIVERSAL CITY EDC

ACCOUNT#	TITLE		
ASSETS			
=====			
1100.1000	CLAIM ON POOLED CASH	271,919.60	
1100.1118	AMERICAN BANK - 2521	1,688,700.52	
1100.1119	AMERICAN BANK - 4529	1,325,482.55	
1100.1120	AMERICAN BANK- 2513	5,381,969.56	
1300.1315	ACCTS RECEIVABLE - OTHER	304,965.30	
1400.1414	PREPAID	25,684.05	
		<u> </u>	8,998,721.58
			<u> </u>
	TOTAL ASSETS		8,998,721.58
			=====
LIABILITIES			
=====			
2100.2116	ACCOUNTS PAYABLE- POOLED CASH	55.32	
2200.2217	ACCRUED INTEREST PAYABLE	7,908.72	
		<u> </u>	7,964.04
	TOTAL LIABILITIES		<u> </u>
EQUITY			
=====			
2500.2511	FUND BALANCE	4,195,258.09	
	TOTAL BEGINNING EQUITY	<u> </u>	4,195,258.09
	TOTAL REVENUE	7,560,567.35	
	TOTAL EXPENSES	2,765,067.90	
	TOTAL SURPLUS/(DEFICIT)	<u> </u>	4,795,499.45
	TOTAL EQUITY & SURPLUS/(DEFICIT)		<u> </u>
			8,990,757.54
	TOTAL LIABILITIES, EQUITY & SURPLUS/DEFICIT		<u> </u>
			8,998,721.58
			=====

EDC Sales Tax Revenue

Allocation Period	FY15-16	FY16-17	FY17-18	FY18-19	FY19-20	FY20-21	FY21-22	FY22-23	FY23-24
October	58,752.34	86,516.56	87,130.05	95,773.12	99,466.16	110,106.57	121,797.17	139,454.16	152,145.90
November	79,037.39	98,159.99	100,733.35	104,267.08	108,728.48	124,689.43	154,595.60	145,142.71	152,819.41
December	68,059.51	85,900.88	85,002.96	105,493.80	104,843.20	110,922.04	109,820.09	141,272.85	146,758.82
January	66,241.76	85,961.12	87,607.77	85,115.88	103,289.64	114,956.65	134,231.12	140,935.42	143,784.29
February	86,723.80	113,166.40	111,859.05	120,515.28	137,139.70	144,856.31	166,606.04	170,410.47	173,361.88
March	64,353.34	81,976.68	79,934.32	65,987.72	94,327.66	108,098.50	122,902.17	128,093.88	139,962.13
April	81,732.84	79,479.11	80,895.78	102,056.34	93,924.06	99,505.76	117,186.34	127,892.78	141,460.65
May	88,362.99	100,673.28	109,680.51	101,375.03	119,439.30	147,776.29	157,060.36	160,057.10	174,506.59
June	70,033.22	82,409.93	86,399.51	100,179.69	106,785.20	124,594.16	135,556.21	138,663.94	152,486.76
July	74,854.95	85,323.22	95,356.92	98,979.67	119,369.46	122,852.99	136,763.26	145,632.25	156,644.09
August	89,334.59	101,964.39	105,622.38	120,247.69	128,322.82	139,774.70	158,506.80	156,922.56	164,058.38
Sept	76,308.76	92,478.26	89,804.45	105,522.11	110,949.15	126,087.10	136,302.63	146,909.68	147,174.36
TOTAL	\$903,795.48	\$1,094,009.80	\$1,120,027.04	\$1,205,513.41	\$1,326,584.80	\$1,474,220.48	1,651,327.79	1,741,387.80	1,845,163.24



UNIVERSAL CITY, TX

July Report | Text + Web

ANALYTICS

176

Total Residents Engaged

184

Total Communications



12

Communications happened on 7/22—Ask Jet's busiest day!

QUESTIONS

Fireman's pumpkin festival

Is the splash pad or park fenced in with a gate ?

how do i pay a speeding ticket

Can I see if someone has been arrested?

When is the Fall bulk disposal this year?

How much is the adoption fee?

Hi there, can I put a above the ground pool in my backyard ?

How do I search DVDs?

When is the next clean up date

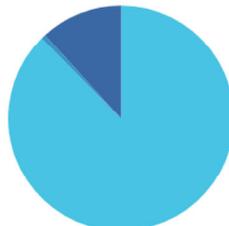
What kind of contractor do I need to sign up as a pool builder?

Can I use a pop up canopy for shade at the park?

TOP ACTIONS

Messages

11.8%



Questions

87.6%



UNIVERSAL CITY, TX

August Report | Text + Web

ANALYTICS



Total Residents Engaged



Total Communications



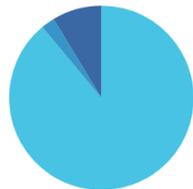
16 Communications happened on 8/15—Ask Jet's busiest day!

QUESTIONS

- I'm a vendor and would like to participate in your pumpkin patch. Who might I speak to?
- how can I get a map of utility easements?
- What time is office open to get a permit
- where do i go to pay a citation in person?
- Hello, what type of license is needed for the dog park?
- Hello, how can I start waste management services for my home?
- How to ask for a payment extension?
- When are the academy dates?
- How can I check my court date?
- How do I check for a water leak?

TOP ACTIONS

Messages
8.7%



Questions
88.9%





Website Overview

Jul 1, 2024 - Jul 31, 2024

Total users
16,948

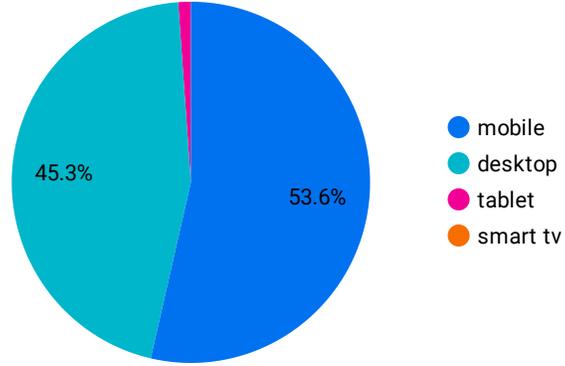
New users
15,197

Sessions
23,619

Views
48,579

Average session duration
00:02:40

Device category	Total users
1... mobile	9,905
2... desktop	7,192
3... tablet	178
4... smart tv	3



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	Page path and screen class	Page title	Views
1.	/	Universal City, TX - Official Website Official ...	7,660
2.	/684/Online-Payments	Online Payments Universal City, TX - Offici...	2,694
3.	/1072/Northview-Splashpad	Northview Splashpad Universal City, TX - ...	2,428
4.	/Search	Search • City of Universal City • CivicEngage	2,317
5.	/jobs.aspx	Job Postings • City of Universal City • Civic...	1,388
6.	/563/Parks-and-Recreation	Parks and Recreation Universal City, TX - O...	940
7.	/540/Permits	Universal City, TX - Official Website	930
8.	/1052/Drought-Stage-Information	Drought III Stage Information Universal Cit...	878
9.	/450/Police-Department	Police Department Universal City, TX - Offi...	799

Grand total

48,579

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	Event name	Page title	Page path	Event count
1.	DocumentCenter	Aviation District Masterplan Final Report	/DocumentCenter/View/7096	229
2.	DocumentCenter	Stage III Water Restrictions 4-23-13	/DocumentCenter/View/1603	171
3.	DocumentCenter	UC Self Inspection Checklist	/DocumentCenter/View/2203	145
4.	DocumentCenter	CARBON MONOXIDE ALARM REQUIREMENTS	/DocumentCenter/View/4000	137
5.	DocumentCenter	UC Food Heirarchy Chart	/DocumentCenter/View/2191	129
6.	DocumentCenter	370-P-2022 Building Code Update - Executed	/DocumentCenter/View/6128	124
7.	DocumentCenter	UniversalCity_TrailMap_11x17	/DocumentCenter/View/2544	123
8.	DocumentCenter	Bulk Waste Disposal Sites	/DocumentCenter/View/5951	123
9.	DocumentCenter	SimplyE_Using and Troubleshooting_20211012	/DocumentCenter/View/6269	110

Grand total

9,430

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Website Overview

Sep 3, 2024 - Oct 2, 2024

	Search term	Event c...	Full page URL	Views
1.	Universal City Clean-up (Spring and Fall)	30	1. www.universalcitytexas.gov/	5,892
2.	Jobs	16	2. www.universalcitytexas.gov/684/Online-Payments	2,463
3.	Warrants	16	3. www.universalcitytexas.gov/1011/Universal-City-...	1,498
4.	Online Payments	14	4. www.universalcitytexas.gov/jobs.aspx	1,491
5.	Paying Your Fine	14	5. www.universalcitytexas.gov/563/Parks-and-Recr...	978
6.	Ticket	13	6. www.universalcitytexas.gov/1072/Northview-Par...	956
7.	Employment	12	7. www.universalcitytexas.gov/396/Library	905
8.	Pumpkin patch	12	8. www.universalcitytexas.gov/450/Police-Departm...	802
9.	Job Postings	10	9. www.universalcitytexas.gov/540/Permits	682
10.	Open Records Request	10	1... www.universalcitytexas.gov/Directory.aspx?did=7	633
11.	Tickets	9		
12.	Water Restrictions	9		
13.	Citation	8		
14.	Careers	8		
15.	Bulk Brush Disposal Options	8		
16.	Dogs	8		
17.	Job Opportunities	7		
18.	Municipal Codes	7		
19.	Universal City Public Library	7		
20.	jobs	7		
21.	trunk or treat	7		
22.	Citation	6		
23.	Dogs	6		
24.	Mobile & Late Night Mobile Vending Application & Checklist	6		
25.	evictions	6		
	Grand total	1,172		

1 - 100 / 3546 < >

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Website Overview

Aug 1, 2024 - Aug 31, 2024

Total users
15,046

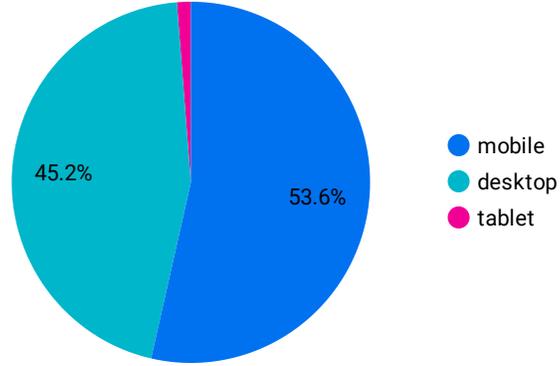
New users
13,598

Sessions
21,146

Views
43,989

Average session duration
00:03:01

Device category	Total users
1... mobile	8,712
2... desktop	6,516
3... tablet	187



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	Page path and screen class	Page title	Views
1.	/	Universal City, TX - Official Website Official ...	6,501
2.	/684/Online-Payments	Online Payments Universal City, TX - Offici...	2,713
3.	/Search	Search • City of Universal City • CivicEngage	2,303
4.	/1072/Northview-Park-and-Splashpad	Northview Park and Splashpad Universal ...	1,999
5.	/jobs.aspx	Job Postings • City of Universal City • Civic...	1,578
6.	/563/Parks-and-Recreation	Parks and Recreation Universal City, TX - O...	1,057
7.	/450/Police-Department	Police Department Universal City, TX - Offi...	807
8.	/540/Permits	Universal City, TX - Official Website	751
9.	/1052/Drought-Stage-Information	Drought III Stage Information Universal Cit...	735
Grand total			43,989

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	Event name	Page title	Page path	Event count
1.	DocumentCenter	Stage III Water Restrictions 4-23-13	/DocumentCenter/View/1603	211
2.	DocumentCenter	Web Version_FY2025 Proposed Budget Final_Compresed	/DocumentCenter/View/7636	185
3.	DocumentCenter	UC Self Inspection Checklist	/DocumentCenter/View/2203	172
4.	DocumentCenter	CARBON MONOXIDE ALARM REQUIREMENTS	/DocumentCenter/View/4000	172
5.	DocumentCenter	Stage II Water Restrictions 4-23-13	/DocumentCenter/View/1602	171
6.	DocumentCenter	370-P-2022 Building Code Update - Executed	/DocumentCenter/View/6128	159
7.	DocumentCenter	Stage IV Water Restrictions 4-5-13	/DocumentCenter/View/1592	141
8.	DocumentCenter	UC Gateway Magazine August September 2024	/DocumentCenter/View/7640	141
9.	DocumentCenter	UniversalCity_TrailMap_11x17	/DocumentCenter/View/2544	140
Grand total				12,031

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Website Overview

Sep 3, 2024 - Oct 2, 2024

	Search term	Event c...	Full page URL	Views
1.	Universal City Clean-up (Spring and Fall)	30	1. www.universalcitytexas.gov/	5,892
2.	Jobs	16	2. www.universalcitytexas.gov/684/Online-Payments	2,463
3.	Warrants	16	3. www.universalcitytexas.gov/1011/Universal-City-...	1,498
4.	Online Payments	14	4. www.universalcitytexas.gov/jobs.aspx	1,491
5.	Paying Your Fine	14	5. www.universalcitytexas.gov/563/Parks-and-Recr...	978
6.	Ticket	13	6. www.universalcitytexas.gov/1072/Northview-Par...	956
7.	Employment	12	7. www.universalcitytexas.gov/396/Library	905
8.	Pumpkin patch	12	8. www.universalcitytexas.gov/450/Police-Departm...	802
9.	Job Postings	10	9. www.universalcitytexas.gov/540/Permits	682
10.	Open Records Request	10	1... www.universalcitytexas.gov/Directory.aspx?did=7	633
11.	Tickets	9		
12.	Water Restrictions	9		
13.	Citation	8		
14.	Careers	8		
15.	Bulk Brush Disposal Options	8		
16.	Dogs	8		
17.	Job Opportunities	7		
18.	Municipal Codes	7		
19.	Universal City Public Library	7		
20.	jobs	7		
21.	trunk or treat	7		
22.	Citation	6		
23.	Dogs	6		
24.	Mobile & Late Night Mobile Vending Application & Checklist	6		
25.	evictions	6		
	Grand total	1,172		

1 - 100 / 3546 < >

1 - 100 / 709 < >



Website Overview

Sep 1, 2024 - Sep 30, 2024

Total users
15,919

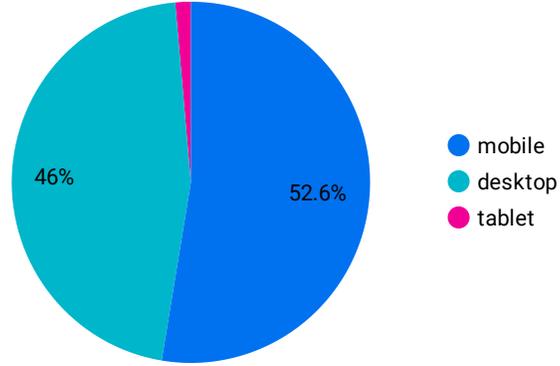
New users
14,227

Sessions
22,980

Views
45,125

Average session duration
00:02:35

Device category	Total users
1... mobile	8,931
2... desktop	6,984
3... tablet	183



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	Page path and screen class	Page title	Views
1.	/	Universal City, TX - Official Website Official ...	6,337
2.	/684/Online-Payments	Online Payments Universal City, TX - Offici...	2,569
3.	/Search	Search • City of Universal City • CivicEngage	2,317
4.	/1011/Universal-City-Pumpkin-Patch	Universal City Pumpkin Patch Universal Ci...	1,844
5.	/jobs.aspx	Job Postings • City of Universal City • Civic...	1,639
6.	/1072/Northview-Park-and-Splashpad	Northview Park and Splashpad Universal ...	1,066
7.	/563/Parks-and-Recreation	Parks and Recreation Universal City, TX - O...	1,021
8.	/396/Library	Library Universal City, TX - Official Website	895
9.	/450/Police-Department	Police Department Universal City, TX - Offi...	837
Grand total			45,125

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	Event name	Page title	Page path	Event count
1.	DocumentCenter	UniversalCity_TrailMap_11x17	/DocumentCenter/View/2544	201
2.	DocumentCenter	Bulk Waste Disposal Sites	/DocumentCenter/View/5951	196
3.	DocumentCenter	UC Self Inspection Checklist	/DocumentCenter/View/2203	179
4.	DocumentCenter	CARBON MONOXIDE ALARM REQUIREMENTS	/DocumentCenter/View/4000	179
5.	DocumentCenter	UC 2015 Standard Specifications Final_Upd 03-2021	/DocumentCenter/View/5842	174
6.	DocumentCenter	370-P-2022 Building Code Update - Executed	/DocumentCenter/View/6128	173
7.	DocumentCenter	Tree_Clearance_Diagram	/DocumentCenter/View/793	161
8.	DocumentCenter	Development Services Package	/DocumentCenter/View/419	136
9.	DocumentCenter	Frequently Asked Questions	/DocumentCenter/View/783	135
Grand total				16,889

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Website Overview

Sep 3, 2024 - Oct 2, 2024

	Search term	Event c...	Full page URL	Views
1.	Universal City Clean-up (Spring and Fall)	30	1. www.universalcitytexas.gov/	5,892
2.	Jobs	16	2. www.universalcitytexas.gov/684/Online-Payments	2,463
3.	Warrants	16	3. www.universalcitytexas.gov/1011/Universal-City-...	1,498
4.	Online Payments	14	4. www.universalcitytexas.gov/jobs.aspx	1,491
5.	Paying Your Fine	14	5. www.universalcitytexas.gov/563/Parks-and-Recr...	978
6.	Ticket	13	6. www.universalcitytexas.gov/1072/Northview-Par...	956
7.	Employment	12	7. www.universalcitytexas.gov/396/Library	905
8.	Pumpkin patch	12	8. www.universalcitytexas.gov/450/Police-Departm...	802
9.	Job Postings	10	9. www.universalcitytexas.gov/540/Permits	682
10.	Open Records Request	10	1... www.universalcitytexas.gov/Directory.aspx?did=7	633
				1 - 100 / 3546 < >
11.	Tickets	9		
12.	Water Restrictions	9		
13.	Citation	8		
14.	Careers	8		
15.	Bulk Brush Disposal Options	8		
16.	Dogs	8		
17.	Job Opportunities	7		
18.	Municipal Codes	7		
19.	Universal City Public Library	7		
20.	jobs	7		
21.	trunk or treat	7		
22.	Citation	6		
23.	Dogs	6		
24.	Mobile & Late Night Mobile Vending Application & Checklist	6		
25.	evictions	6		
	Grand total	1,172		

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TO: UCEDC Board of Directors

From: Michael Cassata, Development Services & EDC Director

RE: Election of Officers

DATE: 3 October 2024

The UCEDC has four officers: President, Vice President, Treasurer, and Secretary. Each officer serves in their respective position for a one-year term. The powers and duties of the officers are outlined in the UCEDC by-laws, which are attached. Each officer is also designated as signatory on the UCEDC bank accounts.

Section 2. Powers and Duties of the President.

The president shall be the chief executive officer of the Corporation and, subject to the Board of Directors, he shall be in general charge of the properties and affairs of the Corporation; he shall preside at all meetings of the Board of Directors; in furtherance of the purposes of the Corporation, he may sign and execute all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments in the name of the Corporation.

Section 3. Vice President.

The vice president shall have such powers and duties as may be assigned to him by the Board of Directors and shall exercise the powers of the president during that officer's absence or inability to act. Any action taken by the vice president in the performance of the duties of the president shall be conclusive evidence of the absence or inability to act of the president at the time such action was taken.

Section 4. Treasurer.

The treasurer shall have custody of all the funds and securities of the Corporation which come into his hands. When necessary or proper, he may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board of Directors; he may sign all receipts and vouchers for payment made to the Corporation, either alone or jointly with such other officer as is designated by the Board of Directors; whenever required by the Board of Directors, he shall render a statement of his cash account; he shall enter or cause to be entered regularly in the books of the Corporation to be kept by him for that purpose full and accurate accounts of all monies received and paid out on account of the Corporation; he shall perform all acts incident to the position of treasurer subject to the control of the Board of Directors; he shall, if required by the Board of Directors, give such bond for the faithful discharge of his duties in such form as the Board of Directors may require.

Section 5. Secretary.

The secretary shall keep the minutes of all meetings of the Board of Directors in books provided for that purpose; he shall attend to the giving and serving of all notices; in furtherance of the purposes of this Corporation, he may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments

of the Corporation; he shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities of which the treasurer shall have custody and charge, and such other books and papers as the Board of Directors may direct, all of which shall at all reasonable times be open to inspection upon application at the office of the Corporation during business hours, and he shall in general perform all duties incident to the office of secretary subject to the control of the Board of Directors.

Section 6. Compensation. Officers as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

ARTICLE IV

PROVISIONS REGARDING ARTICLES OF INCORPORATION AND BYLAWS

Section 1. Effective Date. These Bylaws shall become effective only upon the occurrence of the following events:

- (1) the approval of these Bylaws by the Governing Body; and
- (2) the adoption of these Bylaws by the Board of Directors.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation may at any time and from time to time be amended, provided that the Board of Directors files with the Governing Body a written application requesting that the Governing Body approve such amendment to the Articles of Incorporation, specifying in such application the amendment or amendments proposed to be made. If the Governing Body by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Articles as provided in the Act.

The Articles of Incorporation may also be amended at any time by the Governing Body at its sole discretion by adopting an amendment to the Articles of Incorporation of the Corporation by resolution of the Governing Body and delivering the Articles of Amendment to the Secretary of State as provided in the Act.

TO: EDC

FROM: Michael Cassata, Economic Development Director

DATE: 1 October 2024

SUBJECT: Alamo Community Disc Golf Event – Platinum Sponsor Request

The Alamo Community Disc Club is hosting the 22nd Annual Live Oak Summer Open, an A-Tier Disc Golf event from May 2nd to May 4th 2025. The three-day event will be held at three disc golf courses in Live Oak and Universal City. An estimated 200 + players will play the Universal City Disc Golf Course over the three-day event.

Amy Monahan, President of the Alamo Community Disc Club, is requesting the UCEDC continue to be a Platinum Sponsor in the amount of \$5,000.

As you recall, the UCEDC granted the same amount to the Alamo Community Disc Club for the event held in May of 2024. The event was extremely successful and introduced the players to a number of businesses in town, including the Screamin' Chameleon Food Truck Park in the Aviation District where the Players Party was held.

PERFORMANCE AGREEMENT

This Agreement is by and between the UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION, hereinafter referred to as “UCEDC”, a Texas Corporation, and between ALAMO COMMUNITY DISC CLUB, hereinafter referred to as “Contracting Parties”, is as follows:

WITNESSETH

WHEREAS, the UCEDC finds that the ALAMO COMMUNITY DISC CLUB will bring economic activity to the City of Universal City by hosting an A-Tier Disc Golf event partially at the Universal City Disc Golf Course (“Project”); and,

WHEREAS, on the 16th day of September 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; and,

WHEREAS, the UCEDC finds it to be fair and equitable to expend funds to Alamo Community Disc Club for hosting an A-Tier Disc Golf event partially at the Universal City Disc Golf Course; 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 have 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 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 ACKNOWLEDGE 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.

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 expend to the Alamo Community Disc Club \$5,000 for the project at the Universal City Disc Golf Course to be held from May 2nd to May 4th 2025 and Alamo Community Disc Club agrees not to hire any undocumented workers.

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

1.8 The Contracting Parties further agree 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 THEIR 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 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.

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

Alamo Community Disc Club
Amy Monahan, President

DATE: _____

DATE: _____

TO: EDC

FROM: Michael Cassata, Economic Development Director

DATE: 3 October 2024

SUBJECT: Kitty Hawk Thoroughfare & Roundabout Improvements

In 2024, the UCEDC approved \$5.3 million in sales tax revenue bonds of which \$4.3 million was designated for this project and \$1 million was designated for the Reunion project, if needed. Kimley-Horn, the City's engineer on this project, provided an Engineers Opinion of Probable Construction Costs (EOPCC) that came to approximately \$4.3 million, which included engineering design and construction fees, as well as a 30% contingency fee.

While the EOPCC total cost, minus contingency, came to \$3,677,000, the lowest bid came in at \$3,039,296.86 from E-Z Bel Construction.

Therefore, Staff is recommending the UCEDC Board of Directors forward the proposed bid by E-Z Bel Construction, in the amount of \$3,039,296.86, to City Council for their consideration at the October 15, 2024 meeting.

Kimley-Horn and Associates, Inc.
 10101 Reunion Place, Ste. 400
 San Antonio, Texas 78216
 Phone: 210-541-9166

BID SUMMARY

PROJECT Universal City Thoroughfare and Roundabout Improvements

Council
 10-15-24

OWNER City of Universal City, TEXAS
 DATE: October 2, 2014

Bidder	Addendum Acknowledgement	Bid Bond Yes or No	Qualifications Statement Yes or No	Total Base Bid
	No. 1			
J-3 Company				\$ 3,198,854.25
VK Knowlton				\$ 3,746,942.25
D+D Contractors				\$ 3,533,070.33
D-Plata Construction Company				\$ 3,699,626.52
E-2 Rcl Construction				\$ 3,039,296.86

TO: EDC

FROM: Michael Cassata, Economic Development Director

DATE: 7 October 2024

SUBJECT: City Council Resolution 975-2024

The City has been negotiating the development of a City-owned property (1.587 acres) for use by Chick-fil-A. The Texas Local Government Code 272.001 (b)(4) allows a City to convey the parcel to an end user by transferring the tract to an “independent foundation”. In the case of Universal City, the Universal City EDC is the independent foundation. The City has used this section of the TLGC on other projects with land being transferred to the EDC who then works with a specific developer as directed by Council.

Under this project, the EDC would then enter into a Purchase Sales Agreement with the end user (Chick-fil-A). Proceeds from the sale, minus expenses, would be conveyed back to the City with the City utilizing the funds as determined through the Purchase Sales Agreement, Development Agreement, or any other project specifications as negotiated.

Therefore, Staff is recommending the UCEDC Board of Directors approve the land transfer from the City to the UCEDC and any associated Purchase Sales Agreement and related documents necessary for closing of the project.

RESOLUTION NO. 975-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS APPROVING THE SALE OF APPROXIMATELY 1.587 ACRES OF REAL PROPERTY TO THE UNIVERSAL CITY ECONOMIC DEVELOPMENT CORPORATION, FOR THE ECONOMIC DEVELOPMENT PURPOSES OF CONVEYANCE TO CHICK-FIL-A, INC.; MAKING FINDINGS; AUTHORIZING SIGNATORIES; AND ESTABLISHING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City of Universal City, Texas (sometimes “City”) is a home-rule municipality located in Bexar County, Texas and duly established under the Texas Constitution and the laws of this State; and

WHEREAS, the City is the owner of certain real property consisting of 1.587 acres, in Universal City, Bexar County, Texas, and as further depicted or described in the Exhibits to this Resolution (the "Property"); and

WHEREAS, Tex. Loc. Gov’t Code §272.001(b)(4) allows City to convey land it wants developed by contracting with an independent foundation without auction or soliciting competitive bids; and

WHEREAS, the Universal City Economic Development Corporation (sometimes “UEDC”) is a Texas non-profit corporation and qualifies as an independent foundation under Tex. Loc. Gov’t Code §272.001; and

WHEREAS, the City wishes to sell the Property to the UEDC for the purpose of facilitating economic development projects within the City, including but not limited to the development of a Chick-fil-A restaurant on the Property, which will contribute to the local economy and create new jobs; and

WHEREAS, the development of a Chick-fil-A restaurant on the Property is consistent with and complementary to ongoing City projects, such as the adjacent Reunion Development, which are designed to expand and promote economic development, improve infrastructure, attract new businesses, and enhance the quality of life for City residents and visitors; and

WHEREAS, the City recognizes that the sale of the Property to the EDC, with the requirement that the EDC subsequently convey the Property to Chick-fil-A for development as provided herein, will stimulate local economic growth, generate additional sales and property tax revenue, and promote the development of the City in line with the City's economic development goals; and

WHEREAS, the City finds and determines that by entering into this Agreement, the ultimate acquisition and development of the Property as contemplated herein will stimulate local business and commercial activity in the City of Universal City, and therefore provide a public benefit;

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

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Approval and Authorization. The agreement attached hereto as **Exhibit “A”** is hereby approved and the City Manager is hereby authorized to execute an agreement, substantially similar to **Exhibit “A,”** and all documents necessary to accomplish the purposes of this Resolution.

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 law 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 City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. Open Meetings. It is hereby officially found, determined, and declared that the meeting at which this Resolution was passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Texas Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 7. Effective Date. This Resolution shall be effective immediately upon adoption by the City Council.

PASSED AND APPROVED THIS 15th DAY OF October, 2024.

UNIVERSAL CITY, TEXAS

Tom Maxwell, Mayor

ATTEST:

Maribel Garcia, Deputy City Clerk

Real Estate Sales Contract

This Contract to buy and sell real property between The City of Universal City, a Texas home-rule municipality (“Seller”) and the Universal City Economic Development Corporation, a “Type B” economic development corporation (“Buyer”) is effective on the date of the last of the signatures by Seller and Buyer.

A. Purchase and Sale of Property

A.1. Purchase and Sale Agreement. Subject to the terms and provisions of this Real Estate Sales Contract (the “Contract”), Seller agrees to sell and convey to Buyer and Buyer agrees to buy and pay Seller for Subject to the terms and conditions in this Agreement, Purchaser agrees to buy and Seller agrees to sell the real property containing approximately 1.587 acres, in Universal City, Bexar County, Texas, being described or generally depicted on Exhibit “A,” together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and all right, title and interest of Seller in and to any land lying in the bed of any road in front of or adjoining the Land, together with any strips or gores relating to the Land (collectively, the “Property”).

B. Consideration; Purpose

B.1. Consideration. ONE MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,900,000.00) not including closing costs and related expenditures.

B.2. Buyer agrees that the Property is to be acquired, as required by the City herein, by Chick-Fil-A, Inc. (sometimes “CFA”), to facilitate the subsequent development of the Property, creation of jobs, and diversification of the economy, consistent with and to enhance the adjacent “Reunion Project;” all of which are in furtherance of public purposes of the EDC and City. Buyer agrees to serve as an independent foundation to convey the Property in order to have the Property developed as required by Seller, to wit: the development and operation of the Property as a Chick-fil-A restaurant with a "drive-thru" window with multiple lanes, multi-lane order points and canopies, a pylon and/or monument sign, a children's play facility and an outdoor seating area and as otherwise provided in the purchase and sale agreement included as Exhibit “C.”

C. Economic Development

Seller and Buyer agree and understand that the Property is being conveyed by Seller without competitive bids pursuant to Sec. 272.001(b)(4), Tex. Gov’t Code, for economic development purposes.

D. Closing

D.1. Closing. This transaction will either close (“Closing”) (1) concurrently with the closing of that certain purchase and sale contract dated _____, 2024, between the Universal City Economic Development Corporation as seller, and as Chick-Fil-A, Inc., as purchaser of the Property for development as a Chick-Fil-A restaurant (the “EDC-CFA Contract”); or (2) as otherwise agreed between the City and UCEDC (the “Closing Date”).

D.2. At Closing, Seller will deliver the following items:

Special Warranty Deed

Other items which may be necessary to close

D.3. At Closing, Buyer will deliver the following items:

The Purchase Price

Exhibit “C”— the Development Agreement, executed by Buyer and Seller

Exhibit “D”— the UCEDC-CFA Contract, executed by Buyer and CFA

Other items which may be necessary to close

E. Additional Terms

E.1. Entire Agreement. This Contract, its exhibits, and any Closing Documents are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer.

E.2. Amendment. This Contract may be amended only by an instrument in writing signed by the parties.

E.3. Prohibition of Assignment. Buyer may not assign this Contract.

E.4. Choice of Law; Venue. THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN BEXAR COUNTY, TEXAS.

E.5. Severability. If a provision in this Contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Contract, and this Contract is to be construed as if the unenforceable provision is not a part of the Contract.

E.6. Counterparts. If this Contract is executed in multiple counterparts, all counterparts taken together constitute this Contract. Copies of signatures to this Contract are effective as original signatures.

F. Exhibits

The following are attached to and are a part of this Contract:

Exhibit A—Legal Description of Land

Exhibit B—Representations; Environmental Matters

Exhibit C—Development Agreement between City and UCEDC

Exhibit D—UCEDC-CFA Agreement

SELLER:

City of Universal City

By: Kim. M. Turner

Its: City Manager

Date: _____

BUYER:

Universal City Economic Development Corporation

By: Richard "Dick" Crow

Its: President

Date: _____

Exhibit A

Legal Description of Land

Exhibit B

REPRESENTATIONS

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Seller has given Buyer notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Seller's control.

A.1. Authority. Seller is a Home-Rule Municipality duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Contract. This Contract is binding on Seller. This Contract is, and all documents required by this Contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.

A.6. Terrorist Organizations Lists. Seller is not, and Seller has no actual knowledge that any of its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

D. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date, unless Buyer has given Seller notice of any changes prior to the Closing Date that such circumstances have changed due to causes not reasonably within Buyer's control.

D.1. Authority. Buyer is a Type "B" Economic Development Corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this Contract. This Contract is binding on Buyer. This Contract is, and all documents required by this Contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

D.2. Terrorist Organizations Lists. Buyer is not, and Buyer has no actual knowledge that any of its partners, members, shareholders, owners, employees, officers, directors, representatives, or agents is a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control of the Department of the Treasury or under any statute, executive order, or other governmental action.

Exhibit C

DEVELOPMENT AGREEMENT

This Development Agreement (“Development Agreement”) is made and entered into as of _____, 2024, (the “Effective Date”) by and between The City of Universal City, a Texas home-rule municipality (“CITY”), and the Universal City Economic Development Corporation, a Texas Type “B” Economic Development Corporation (“UCEDC”) acting by and through their authorized representatives.

WHEREAS, pursuant to the Purchase and Sale Agreement between the CITY and UCEDC dated _____, wherein CITY conveys to UCEDC certain real property containing approximately 1.587 acres, in Universal City, Bexar County, Texas, being described or generally depicted on Exhibit A, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and all right, title and interest of Seller in and to any land lying in the bed of any road in front of or adjoining the Land, together with any strips or gores relating to the Land (collectively, the "Property") (as provided by Exhibit “A”), a condition of the conveyance of the Property to the UCEDC is that the UCEDC develop the Property as provided herein and under the authority of Tex. Local Gov’t Code Sec. 272.001(b)(4); and

WHEREAS, the CITY’s conveyance of the Property to the UCEDC as contemplated by this Development Agreement is for the development of the Property in conformance with CITY’s development requirements as provided herein; and

WHEREAS, in consideration of the CITY’s conveyance of the Property to the UCEDC, the UCEDC has engaged Chick-Fil-A, Inc. (“CFA”) to acquire and develop the Property in conformance with CITY’s development requirements as provided herein;

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Article I Definitions

For purposes of this Development Agreement, the following words and phrases shall have the following meanings unless the context clearly indicates a different meaning:

“Business Operations” shall mean those operations which are necessary for, consistent with, and ancillary to the operation of a Chick-Fil-A restaurant.

“Development” shall mean the development of the Property, which will consist of a Chick-Fil-A restaurant with a "drive-thru" window with multiple lanes, multi-lane order points and canopies, a pylon and/or monument sign, a children's play facility;

“Default” shall mean the failure of CFA to obtain all necessary Permits during the “Permitting Period,” as defined in the UEDC-CFA Agreement.

“Force Majeure” shall mean any contingency beyond the reasonable control of a party including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, strike, fires, explosions or floods, strikes, and rain delays and other weather-related delays caused by temperatures that are too cold to permit construction activities.

“Improvements” shall mean the structures, supporting improvements and other ancillary facilities required for the Development on the Property in the UEDC-CFA Agreement.

“Property” shall mean the real property consisting of approximately 1.587 acres, out of Lot 3, Block 70, in accordance with the CFA UC Subdivision 2 plat dated June 18, 2024.

Article II Development Requirements

2.1 Development of Property; Buildings. No lot or portion of the Property shall be owned, held leased, transferred, sold, mortgaged or conveyed for any use other than for the Development of the Property and construction of the Improvements. No building shall be constructed, reconstructed, erected, altered, or placed on any portion of the Property other than the Improvements or other structures that will be used in conformance with the Development.

2.2 Completion of Construction and Operation. Completion of Construction and commencement of Business Operations shall be realized no later than June 25, 2026, unless otherwise agreed in writing by the CITY.

Article III Miscellaneous

3.1 Enforcement. CITY shall have the right, but not the obligation, to enforce this Development Agreement, as the same may be amended as herein provided. The rights of CITY under this Development Agreement may not be waived or released except pursuant to an amendment or termination approved in accordance with the provisions hereof.

3.2 Default. In the event of Default, CITY shall have all enforcement rights available to it by law or equity.

3.3 Force Majeure. If a Force Majeure event causes a substantial delay to either CITY or UCEDC, which may in turn hamper the ability for Completion of Construction as provided herein, the deadlines and other obligations required by this Agreement may be extended by both CITY and UCEDC, as reflected in writing which has been duly-approved and signed by both parties.

3.4 Amendment. No amendment or any early termination of this Development Agreement shall be effective unless and until the governing bodies of CITY and the UEDC UCEDC has approved the same as evidenced in writing and signed by both parties.

3.5 Successors and Assigns. This Agreement shall bind, and inure to the benefit of, the parties and their respective successors and assigns.

3.6 Governing Law. This Agreement is entered into and is intended to be performed in the State of Texas, and the validity, enforceability, interpretation and construction hereof shall be determined and governed by the laws of the State of Texas. Venue for any action shall be in the state district court of Bexar County, Texas.

3.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no statement, promise, representation or modification hereof by any person, if any, and whether oral or written, shall be binding upon any party.

(Signature Pages to Follow)

CITY:
City of Universal City

By: Kim. M. Turner
Its: City Manager

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 2024, by KIM TURNER, the City Manager of the City of the Universal City, on behalf of said City.

NOTARY PUBLIC, THE STATE OF TEXAS

UCEDC:
Universal City Economic Development Corporation

By: Richard “Dick” Crow
Its: President

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the _____ day of _____, 2024, by _____, the _____ of the Universal City Economic Development Corporation, on behalf of said Corporation.

NOTARY PUBLIC, THE STATE OF TEXAS