

AGENDA
CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS
2150 Universal City Blvd, Universal City, TX 78148
Regular Meeting, Tuesday, August 4, 2026 @ 6:30 PM

1. CALL TO ORDER:

2. QUORUM CHECK AND VOTE TO CONSIDER THE EXCUSE OF ABSENT MEMBERS (IF APPLICABLE):

3. INVOCATION AND PLEDGE OF ALLEGIANCE:

4. CITIZENS TO BE HEARD:

At this time, the public is invited to address the presiding official and speak on any matter not specifically listed for public hearing elsewhere in this agenda. PLEASE NOTE NO CITY COUNCIL DELIBERATION OR ACTION WILL BE TAKEN AT THIS TIME. Please limit your comments to three minutes. Speakers are encouraged to maintain decorum.

5. 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:

- i. Olympia Hills Update

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:

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

a. Minutes of the 21 July 2026 Regular City Council Meeting

8. ACTION ITEMS:

a. FY 2026 Tax Rate Presentation

b. Resolution 997-2026: TXDot Advanced Funding Agreement

c. Ordinance 149-M-31-09-2026: Amending Fee Schedules to update Water Rates.

d. Ordinance 149-M-32-09-2026: Amending Fee Schedules to update Sewer Rates.

e. Ordinance 570-D-2026: Amending Fee Schedules to update Stormwater Rates.

f. Ordinance 308-F-2026: School Zone(s) Update

g. Ordinance 607-B-2026: Flood Control

h. Bid Acceptance of the CDBG Westway Drive Street Improvements

i. Bid Acceptance of the 2026 Alley A-1 Rehabilitation Project

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.

AMINUTES
CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS
Regular Meeting, Tuesday, July 21, 2026 @ 6:30 PM

1. **CALL TO ORDER:**

Mayor Tom Maxwell at 6:30 p.m.

2. **QUORUM CHECK AND VOTE TO CONSIDER THE EXCUSE OF ABSENT MEMBERS (IF APPLICABLE):**

Maribel Garcia-Uribe, City Clerk

Present:

Mayor Tom Maxwell
Mayor Pro Tem Christina Fitzpatrick
Councilmember Mark Dunlop (virtual)
Councilmember Andy Garza
Councilmember Bear Goolsby
Councilmember William Shelby

Staff Present:

Kim Turner, City Manager
Michael Cassata, Asst. City Manager
Randy Luensmann, Public Works Director (Virtual)
Brandon Peterson, Asst. Public Works Director
Maribel Garcia-Uribe, City Clerk

Absent:

Councilmember Lori Putt

Mrs. Garcia-Uribe noted a quorum was present.

3. **INVOCATION AND PLEDGE OF ALLEGIANCE:**

Councilmember Goolsby gave the invocation. Mayor Maxwell led everyone in pledges to the United States and Texas flags.

4. **CITIZENS TO BE HEARD:**

JD Salinas, VP of External Affairs for AT&T, spoke on Action Item E. He thanked City Staff for their meetings with stakeholders regarding the telecommunications ordinance. However, he reported that AT&T still felt certain provisions of the ordinance went beyond industry standards for regulatory practices. He urged the Council to further postpone the ordinance for continued negotiation of ordinance provisions.

Amanda, 2205 Pat Booker Rd., reported her experience with requesting body camera footage from the Police Department. She explained how the City provided reasons for requesting an AG opinion to withhold the footage: 1) mandatory confidentiality for body-worn cameras, 2) lack of consent of individuals shown in the footage, 3) protection of police methods and tactics, especially during an ongoing investigation. Additionally, it was reported that the City does not have the software to make necessary redactions on bodycam footage. She felt that all of these were excuses and not reasonable cause to withhold the footage. She explained the circumstances for each reason being disputed. She asked Council recall why transparency is important and to investigate why the footage was withheld.

5. **STAFF REPORTS AND OTHER DISCUSSION ITEMS:**

a. **CITY MANAGER'S REPORT:**

Mrs. Turner reviewed the impacts of recent heavy rains. She reported the impact to City infrastructure, emphasizing that the golf course had held up thanks to recent modifications approved by Council. Some electronics at low points in the City were damaged and may need repairs or replacement. She reviewed interlocal efforts both Fire and Police Departments were involved with, and she shared that all internal communications and reporting ran smoothly. She thanked Staff for how well everything was handled.

Mrs. Turner also reported on the ongoing transition processes from Waste Management to Frontier waste services. Overall communication has been great between the City and Frontier. Residential transitions were going smoothly thanks to the City's and Frontier's joint efforts at informing residents through town halls, mailers, pamphlets and social media posts. On the commercial side things were moving slower due to some business owners ignoring the notices they had been sent to establish service with Frontier.

Finally, Mrs. Turner reviewed rabies cases considering Bexar County reporting an increase in cases. The

majority of case increases were in bats and foxes. She asked residents to inform Animal Control should they see an animal behaving strangely.

- b. **STAFF REPORT: None.**

6. **ANNOUNCEMENTS:**

- a. **CITY MANAGER'S ANNOUNCEMENTS: None.**

- b. **MAYOR'S ANNOUNCEMENTS**

Mayor Maxwell thanked Staff, especially Fire, Police and Public Works for their work during the flooding. He reviewed a new law that requires vehicle owners to get emissions testing. He felt this law was an undue tax on vehicle owners. The implementation of this law was still ongoing.

- c. **COUNCILMEMBERS' ANNOUNCEMENTS**

Councilmember Goolsby thanked Staff for their communications via mailers and flyers regarding the waste services transition. He felt the materials provided were easy to understand. He reported as a business owner that the commercial side of the transition was more confusing with conflicting messaging. He would follow up with Frontier to communicate the discrepancies in their commercial messaging.

Councilmember Shelby expressed concern regarding the Thursday/Friday bulk pickup dates. He worried that residents who finish yard work on weekends would have their brush out all week. He reminded everyone that he expressed this concern during contract talks. However, he was also concerned that residents would be overly ticketed with code compliance cases.

Mrs. Turner reassured him that Staff had discussed new notice language in light of weekly brush/bulk pickup. They asked Frontier to try and get most bulk/brush pickup on one or two days, but given that the pickup is handpicked, it was impossible to do so.

Councilmember Shelby thanked the Mayor for discussing the new registration inspection requirements. He felt there was a balance to be had regarding cost of inspections and mitigating the consequences of not requiring inspections.

Councilmember Dunlop thanked Staff for their work during the flooding. Furthermore, he thanked prior Councils' work at the golf course to ensure that the golf course can be resilient to weather events.

Mayor Pro Tem Fitzpatrick thanked Staff for their work on the trash services transition and during the flooding. She reported on two recent ribbon cuttings including the Rainbow Bridge at Red Horse Park, which serves as a memorial for deceased pets, and the kickoff of the 55+ Senior Activities Club.

7. **CONSENT AGENDA:**

- a. **Minutes of the 16 June 2026 Regular Meeting.**
- b. **Minutes of the 8 July 2026 Special Meeting-Budget Work Session.**

Councilmember Shelby moved to approve the items of the Consent Agenda as presented. Councilmember Goolsby seconded the motion.

Vote: Yeas: Shelby, Goolsby, Fitzpatrick, Dunlop, Garza

Nays: None

Motion to approve carried.

9. **EXECUTIVE SESSIONS:**

- a. **Pursuant to Texas Gov't Code, Section 551.071, Consultation with Attorney, to seek advice and discuss pending or contemplated litigation for properties at: 1) Lemonwood, 2) Broken Spur, 3) Kitty Hawk Road.**
- b. **Pursuant to Texas Gov't Code Sec. 551.072 regarding the purchase, exchange, 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 regarding the potential sale, purchase, exchange, lease or value of real property located at 1425 Universal City Boulevard.**

Mayor Maxwell, after reading captions for all Executive Sessions, convened into Executive Session for Items 9-a and 9-b at 6:58 p.m. with the following people: all present Councilmembers, City Manager Kim Turner, Asst. City Manager Michael Cassata, Public Works Director Randy Luensmann, Asst. Public Works Director Brandon Peterson, City Clerk Maribel Garcia-Urbe, attorney Kelsey Hanson.

c. **Reconvene in Open Session and take action, if needed, on any item pertaining to or listed in the Executive Sessions section of this Agenda.**

Mayor Maxwell reconvened into Open Session at 8:46 p.m. No action was taken during the Executive Session.

Councilmember Shelby moved to postpone any action regarding Executive Sessions Item A-2) Broken Spur. He further moved to authorize City attorneys to proceed with litigation regarding Executive Sessions Item A-1) 134 Lemonwood. Additionally, he moved to approve Resolution 996-2026 (Action Item F), regarding authorization for commencing eminent domain proceedings on the condition that attorney report to Council before filing a Petition of Condemnation regarding 271 Kitty Hawk. Mayor Pro Tem Fitzpatrick seconded the motion.

Vote: Yeas: Shelby, Fitzpatrick, Dunlop, Garza, Goolsby

Nays: None

Motion to approve carried.

Councilmember Shelby moved to authorize the purchase of land and authorize the City Manager to execute and authorize any related documents regarding 1425 Universal City Boulevard. Councilmember Goolsby seconded the motion.

Vote: Yeas: Shelby, Goolsby, Fitzpatrick, Dunlop, Garza, Goolsby, Shelby

Nays: None

Motion to approve carried.

8. **ACTION ITEMS:**

a. **Resolution 996-2026: Eminent Domain Authorization for property on Kitty Hawk Road.**

Encompassed in Executive Session A motion above. The motion was carried.

b. **Microtransit On-Demand Transportation Services**

Mr. Cassata explained that part of the UC Vision 35 Comprehensive Plan (Comp Plan) objectives passed and prioritized by City Council was establishing a multimodal transportation network. He reviewed the specific goals listed in the Comp Plan. He defined microtransit as an on-demand public transportation solution that uses technology to create dynamically routed mobility. He described it as a hybrid between a bus and Uber. He reviewed Census statistics and noted the "invisible" population that microtransit is meant to serve. Rides under a microtransit system are typically shared and would be subsidized in some form by the City. Unlike traditional public transit, routes are based on rider demand and can be booked via phone app or call. Pickup options include direct address pickup or set pickup/drop-off stops around a block away. This is meant to provide "last mile" connections. The microtransit option is meant to reduce reliance on personal vehicles and would provide short wait times, access to jobs, schools, grocery stores, retail, healthcare, and the Converse VIA Metropolitan bus stop, and would typically cost \$1-3 dependent on what Council decides to charge.

Mr. Cassata reviewed costs of the program, listed below:

Item	Rate	Quantity	12-month Cost Total
One-time upfront cost *	\$87,000	1	\$87,000
All-inclusive vehicle hour fee	\$76.68	5,741	\$451,702
Total Not-to-Exceed Cost for 12-month Term			\$538,702

*Includes technology, installation fee, launch-related marketing & travel costs, wheelchair accessible vehicle, retrofits, in-vehicle hardware and vehicle wraps.

Via Transportation would provide the service. This is a different company than the VIA Metropolitan bus company. Mr. Cassata reviewed the community to which they provide services. He shared that neighboring New Braunfels uses this service; Staff was able to meet with the service in New Braunfels to get an example of services. He noted that: 1) vehicles provided to the City would be wheelchair accessible; 2) Via would hire FTA-compliant drivers and provide training to be ready to assist riders with special needs; 3) there would be multiple booking options including a Rider App or placing a phone call; 4) Via would provide the City with software and oversight/compliance reports in addition to written reports that would inform action to take with the service moving forward. He shared that the service exceeded expectations in New Braunfels.

Mr. Cassata shared that the service for Universal City would most likely require a total of three vans. The City anticipated hours of Monday-Friday 8 a.m.-7 p.m. and Saturday-Sunday 10 a.m.-5 p.m. There are anticipated 400-600 rides per week. Staff recommended beginning the service fully subsidized with free fares. Tipping is not allowed. Drivers are paid by the hour with Via fully licensing and insuring their services. Grant opportunities are available to assist the City and EDC with the annual cost of the service.

Mayor Maxwell felt that this service would help not only residents, but businesses too. It could increase local shopping, reduce parking needs, extend operating hours, and improve access to health care and entertainment. He recommended weekend hours be extended to 9 p.m. to support "life at night." He noted the contract would be a living document and services/routes would be able to be changed or added.

Councilmember Shelby confirmed starting destinations for the service including nearby healthcare facilities and the closest VIA bus stop in Converse. He received clarification from Mrs. Turner that Council would need to decide how far rides are able to venture out and destinations could be added based on how often locations are requested. They reviewed considerations for routes including staying with the flow of traffic. He received confirmation that other funding mechanisms included the UCEDC and grant opportunities.

Councilmember Goolsby and Councilmember Dunlop confirmed that the cost of Ubers are comparable to the cost per ride for the City. For residents, the cost would be significantly less as it would be City-subsidized.

Councilmember Dunlop confirmed the type of data that would be provided by Via. He felt it was important to track tangible benefits as opposed to "feel-good" benefits.

After inquiry from Councilmember Shelby, Mrs. Turner reviewed the history of VIA Metropolitan services in the City. This used to cost the City .05% of its sales tax, which now funds the EDC. At the time, VIA Metropolitan only went up and down Pat Booker Road and only made three stops. Due to the service being severely underutilized, Council decided to recommit the sales tax toward an economic development corporation. Should the City decide to go back to services from VIA Metropolitan, it would require .05% sales tax allocation and would cost the City approximately \$2.1 million annually.

Councilmember Shelby received confirmation that the City had not yet applied for grants for this project, but that there were plenty of opportunities to do so throughout the year.

Staff and Council discussed start-up costs, including purchasing vehicles and hiring/training drivers. The drivers were more likely to be UC residents. The cost estimate provided did not include any calculations of fees accessed from riders.

Councilmember Shelby expressed concern regarding a possible bait-and-switch scenario if the City initially provided free rides and then switched to charging a fee.

Staff assured Councilmember Shelby that the City would be clear regarding fees and inform riders that there would be a free trial period with fees to come later. The contract price would not change, but fees

would offset the cost.

Councilmember Shelby moved to approve and authorize Staff and the EDC to move forward with further review and analysis of the program. Mayor Pro Tem Fitzpatrick seconded the motion.

Vote: Yeas: Shelby, Fitzpatrick, Dunlop, Garza, Goolsby

Nays: None

Motion to approve carried.

c. **UCEDC FY 2027 Budget and Annual Work Plan**

Mr. Cassata presented an overview of the UCEDC FY 2027 budget. The work plan included projects budgeted in the FY 2027 budget including business promotion and Comp Plan initiatives such as formal business development and support programs, Pat Booker master plan, space needs assessment, and the Via microtransit service. The work plan also included a dedicated right-turn lane on Pat Booker and support for community events. The budget was set with total revenues and expenditures at approximately \$5.6 million. He reviewed revenues and expenditures. Expenditures were slightly less than the FY 2026 budget. He reviewed expenditure line items.

Councilmember Goolsby moved to approve the UCEDC FY 2027 budget and annual work plan. Councilmember Shelby seconded the motion.

Vote: Yeas: Goolsby, Shelby, Fitzpatrick, Dunlop, Garza

Nays: None

Motion to approve carried.

d. **Re/Appointments to the Universal City Economic Development Corporation (UCEDC)**

Councilmember Goolsby thanked Mr. Richard "Dick" Crow for his time served on the EDC. Mayor Maxwell said this time would be honored at a later time.

Councilmember Shelby moved to approve the appointment of the following people: including Fran Daniels, Leonard Dagg, Christina Fitzpatrick, Bear Goolsby, Roland Hinojosa, Bryan Kuhlmann and Mark Dunlop. Councilmember Garza seconded the motion.

Vote: Yeas: Shelby, Garza, Fitzpatrick, Dunlop, Goolsby

Nays: None

Motion to approve carried.

e. **Re/Appointments to UC Boards and Commissions.**

Councilmember Goolsby moved to approve appointment of the following people for their respective Board or Commission:

- Board of Adjustment/Appeals: Richard Edwards, Michael Murray, Leah Tiner, Isaiah Sefton
- Library Advisory Commission: Dawn Field, MaryAnne Bernal, Alicia Castro
- Parks and Recreation Commission: Mary Eddy, Harry Westerfield, Steven Diaz
- Planning and Zoning Commission: Cynthia Spurlock, Devona Trigilio, Diane Woods, Mary Flack, Wilmer Ramirez

Councilmember Garza seconded the motion.

Vote: Yeas: Goolsby, Garza, Fitzpatrick, Dunlop, Shelby

Nays: None

Motion to approve carried.

f. **Ordinance No. 536-A-2026: Amendment to Chapter 3-8 Telecommunications related to Rights-of-Way Management, Utility Standards, and Relocation Requirements (2nd Reading)**

Councilmember Shelby moved to approve Ordinance 536-A-2026 on second reading as presented with changes after the first reading. Councilmember Goolsby seconded the motion.

Vote: Yeas: Shelby, Goolsby, Fitzpatrick, Dunlop, Garza

Nays: None

Motion to approve carried.

10. **ADJOURNMENT:**
Mayor Maxwell at 9:32 p.m.

APPROVED:

Tom Maxwell, Mayor

ATTEST:

Maribel Garcia-Uribe, City Clerk

CITY OF UNIVERSAL CITY

Date: 08/04/2026

TO: City Council

FROM: Christine Green, Finance Director

SUBJECT: Proposed FY 2026–2027 Budget

Historical Background

As part of the Fiscal Year 2027 budget development process, staff evaluated projected revenues, operating expenditures, capital improvement needs, and debt service requirements. Based on this analysis, the proposed budget is supported by an ad valorem tax rate of \$0.53 per \$100 of taxable assessed valuation.

The proposed tax rate of \$0.53 is unchanged from the current fiscal year's adopted tax rate. Maintaining the existing rate provides the revenue necessary to support the proposed Fiscal Year 2027 budget while continuing the City's commitment to fiscal responsibility and stable municipal operations.

At the time this memorandum was prepared, the **No-New-Revenue (NNR) Tax Rate** and **Voter-Approval Tax Rate (VAR)** had not yet been received from the Bexar County Tax Assessor's office. Once the worksheet has been received, staff will present the required tax rate information to the City Council in accordance with the Truth-in-Taxation requirements and budget adoption schedule.

Action Requested

No action is required at this time. This item is presented for informational purposes only to advise the City Council of the ad valorem tax rate required to support the proposed Fiscal Year 2026–2027 budget.

Staff Recommendation

None. This item is presented for informational purposes only.

The proposed budget can be found at www.UCTX.gov/Budget

CITY OF UNIVERSAL CITY

Date: 08/04/2026

TO: City Council

FROM: Kim M. Turner, City Manager

SUBJECT: Resolution 997-2026: TXDOT Advance Funding Agreement (AFA)

Historical Background

It is standard practice for the Texas Department of Transportation (TXDOT) to enter into Advance Funding Agreements (AFA) with cities for the use of federal and state funds on local road projects.

This AFA is for hazard elimination and safety projects on Kitty Hawk Road and Old Cimarron Trail, specifically, school zones. The project includes school zone signal improvements on Kitty Hawk Road and pedestrian improvements on Old Cimarron Trail. The anticipated total cost of the project is \$1,036,012 and the City match is estimated at \$17,423 but does not include engineering fees the City will incur. The City would be responsible for any or all cost overruns of the project.

Action Requested

Approve Resolution 997-2026, TXDOT Advanced Funding Agreement and authorize the City Manager to sign the Agreement.

Procurement Methodology

Grant application through the Texas Department of Transportation.

Source and Amount of Funding

FY 2027 Budget; General Fund, General Services-Engineering Services (Grants)-\$214,000

Staff Recommendation

Staff recommend approval of Resolution 997-2026 TXDOT Advanced Funding Agreement and authorize the City Manager to sign the Agreement.

RESOLUTION NO. 997-2026

RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A LOCAL ON-SYSTEM IMPROVEMENT FOR SCHOOL ZONE SIGNAL IMPROVEMENTS ON KITTY HAWK ROAD (0915-12-827) AND PEDESTRIAN SIGNAL IMPROVEMENTS ON OLD CIMARRON TRAIL (0915-12-828); PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, PROPER NOTICE AND MEETING, AND SETTING AN EFFECTIVE DATE.

WHEREAS, on 21 August 2025 via Minute Order 116997, the Texas Transportation Commission authorized 2026_SAT_KittyHawkRd_C002-40 project (the “Project”) to receive Highway Safety Improvement Program Off-System funds for projects consisting in the installation of APS push buttons, retroreflective backplates, vehicle detection, and school zone flashers at various locations on Kitty Hawk Rd (0915-12-827) and the installation of rectangular rapid flashing beacons/pedestrian hybrid beacon improvements on Old Cimarron Trail (0915-12-828), and Texas Department of Transportation (TxDOT) oversight; and

WHEREAS, the City of Universal City commits to provide the match. The local match is comprised of cash or bond funds; and

WHEREAS, the City of Universal City is responsible for all nonreimbursable costs and 100% of overruns, if any; and

WHEREAS, the Governing Body of City of Universal City desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

Section 1. The foregoing recitals are incorporated into this Resolution by reference as findings of fact as if expressly set for word-for-word herein.

Section 2. The City Council hereby authorizes City Manager Kim M. Turner to enter and execute the Advance Funding Agreement (AFA) with TxDot for this Project, which is attached as Exhibit A and incorporated herein for all purposes.

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 conflicts, 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 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 invalid, the remainder of this Resolution and the application of such

provision to other persons and circumstances shall nevertheless be valid, and the Council 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 the 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, as amended, of the Texas Government Code.

Section 7. This Resolution shall be in force and effect from and after its final passage.

PASSED AND APPROVED on its reading by an affirmative vote of the City Council of Universal City, Texas, on the 4th day of August 2026.

Tom Maxwell, Mayor

Attest:

Maribel Garcia-Urbe, City Clerk

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-12-827	AFA ID	Z00013145	CFDA No.	20.205
AFA CSJs	0915-12-827, 0915-12-828			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	43530		
Project Name	2026_SAT_KittyHawkRd_C002-40			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program (HSIP)
Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and **City of Universal City**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116997** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **hazard elimination and safety**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-12-827	AFA ID	Z00013145	CFDA No.	20.205
AFA CSJs	0915-12-827, 0915-12-828			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	43530		
Project Name	2026_SAT_KittyHawkRd_C002-40			<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government*	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of installation of APS push buttons, retroreflective backplates, improve vehicle detection, and school zone flashers at various locations on Kitty Hawk Road from Old Cimarron Trail to Universal City Blvd (0915-12-827), as well as installation of rectangular rapid flashing beacons/pedestrian hybrid beacons along Old Cimarron Trail from Lost Orch to Anton Shumann Drive (0915-12-828).

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-12-827	AFA ID	Z00013145	CFDA No.	20.205
AFA CSJs	0915-12-827, 0915-12-828			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	43530		
Project Name	2026_SAT_KittyHawkRd_C002-40			AFA Not Used For Research & Development	

Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to

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- adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
 - P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
 - Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the

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legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of

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construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for

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federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

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14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to

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the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	State:
Universal City ATTN: City Manager 2150 Universal City Boulevard Universal City, TX 78148	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

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22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

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- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

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- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the

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Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-12-827	AFA ID	Z00013145	CFDA No.	20.205
AFA CSJs	0915-12-827, 0915-12-828			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	43530		
Project Name	2026_SAT_KittyHawkRd_C002-40			AFA Not Used For Research & Development	

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website [http://fedgov.dnb.com/webform](http://fedgov.dnb.com/webform;); and

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-12-827	AFA ID	Z00013145	CFDA No.	20.205
AFA CSJs	0915-12-827, 0915-12-828			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	43530		
Project Name	2026_SAT_KittyHawkRd_C002-40			AFA Not Used For Research & Development	

3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$1,000,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-12-827	AFA ID	Z00013145	CFDA No.	20.205
AFA CSJs	0915-12-827, 0915-12-828			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	43530		
Project Name	2026_SAT_KittyHawkRd_C002-40			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Typed or Printed Name

Typed or Printed Title

Typed or Printed Title

Date

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-12-827	AFA ID	Z00013145	CFDA No.	20.205
AFA CSJs	0915-12-827, 0915-12-828			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	43530		
Project Name	2026_SAT_KittyHawkRd_C002-40			AFA Not Used For Research & Development	

ATTACHMENT A LOCATION MAP SHOWING PROJECT



TxDOT:				Federal Highway Administration:	
CCSJ #	0915-12-827	AFA ID	Z00013145	CFDA No.	20.205
AFA CSJs	0915-12-827, 0915-12-828			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	43530		
Project Name	2026_SAT_KittyHawkRd_C002-40			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Construction (0915-12-827) (by State) Kitty Hawk Rd	\$654,893	100%	\$654,893	0%	\$0	0%	\$0
Construction (0915-12-828) (by State) Old Cimarron Trail	\$362,736	100%	\$362,736	0%	\$0	0%	\$0
Subtotal	\$1,017,629	\$1,017,629		\$0		\$0	
Environmental Direct State Costs (20%)	\$2,345	0%	\$0	0%	\$0	100%	\$2,345
Right of Way Direct State Costs (20%)	\$2,345	0%	\$0	0%	\$0	100%	\$2,345
Engineering Direct State Costs (40%)	\$4,689	0%	\$0	0%	\$0	100%	\$4,689
Utility Direct State Costs (20%)	\$2,345	0%	\$0	0%	\$0	100%	\$2,345
Construction Direct State Costs (0.56%)	\$5,699	0%	\$0	0%	\$0	100%	\$5,699
Subtotal	\$17,423	\$0		\$0		\$17,423	
Indirect State Costs (5.51%)	\$960	0%	\$0	100%	\$960	0%	\$0
TOTAL	\$1,036,012	\$1,017,629		\$960		\$17,423	

Initial payment by the Local Government to the State: \$17,423.

Payment by the Local Government to the State before construction: N/A (Construction direct state costs included with the initial payment total).

Estimated total payment by the Local Government to the State \$17,423.

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0915-12-827	AFA ID	Z00013145	CFDA No.	20.205
AFA CSJs	0915-12-827, 0915-12-828			CFDA Title	Highway Planning and Construction
District #	15	Code Chart 64#	43530		
Project Name	2026_SAT_KittyHawkRd_C002-40			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

DRAFT

CITY OF UNIVERSAL CITY

Date: 8/4/2026

TO: City Council

FROM: Kim Turner

SUBJECT: Ordinance 149-M-31-09-2026: Amending Fee Schedules to update Water Rates.

Historical Background

During the July 8th Budget Workshop, rate consultant Grady Reed presented his calculations and considerations for the City's water rates. He recommended no changes to the water rates.

The City adopts Water Rates annually, regardless of whether there is a change in rates, so that the rates can be codified in the City's Code of Ordinances.

Action Requested

Approving this ordinance would allow water rates to be codified in the City's Code of Ordinances. Rates would be effective on all bills generated October 1, 2025 and onward.

Procurement Methodology

N/A

Source and Amount of Funding

N/A

Staff Recommendation

Staff recommends approval of Ordinance 149-M-31-09-2025 in order to codify the City's water rates.

ATTACHMENTS

1. 149-M-31-09-2026 - Water Rates (003)

ORDINANCE 149-M-31-09-2026

AN ORDINANCE OF THE CITY OF UNIVERSAL CITY, TEXAS, AMENDING ORDINANCE 149 FEE SCHEDULES; AMENDING ORDINANCE 149-M-31-9-2025 AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; AND AMENDING THE UNIVERSAL CITY CODE OF ORDINANCES ACCORDINGLY.

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS, THAT: Ordinance 149-M and Ordinance 149-M-31-9-2025 shall be amended to change the following fee schedules:

1. The Pass-Through Edwards Aquifer Authority Management Fee, Water Demand and Volume Charge per billing period as per the following tables shall be assessed:

Fixed Pass-Through Edwards Aquifer Authority Management Fee (Per Month) For All Customers

Meter Size	In City	Out of City	Combined Inside-Outside City
5/8"	\$ 5.17	\$ 5.17	\$ 5.17
3/4"	\$ 7.76	\$ 7.76	\$ 7.76
1"	\$ 12.93	\$ 12.93	\$ 12.93
1½"	\$ 25.85	\$ 25.85	\$ 25.85
2"	\$ 41.36	\$ 41.36	\$ 41.36
3"	\$ 82.72	\$ 82.72	\$ 82.72
4"	\$ 129.25	\$ 129.25	\$ 129.25
6"	\$ 258.50	\$ 258.50	\$ 258.50
8"	\$ 413.60	\$ 413.60	\$ 413.60
10" Compound Meter	\$ 593.68	\$ 593.68	\$ 593.68
10" Turbine	\$1,290.61	\$1,290.61	\$1,290.61

For sizes not shown, the next larger size shall be issued. Upon request for meters over 8 inches, a proportionate rate shall be established based on meter capacity.

Fixed Water Demand Charge (Per Month) For All Customers

Meter Size	In City	Out of City	Combined Inside-Outside City
5/8"	\$ 20.58	\$ 24.69	\$ 23.94
3/4"	\$ 30.84	\$ 37.04	\$ 35.93
1"	\$ 51.40	\$ 61.69	\$ 60.00
1½"	\$ 102.75	\$ 123.31	\$ 119.82
2"	\$ 164.43	\$ 197.31	\$ 191.67
3"	\$ 328.84	\$ 394.64	\$ 383.11
4"	\$ 513.79	\$ 616.58	\$ 598.56
6"	\$1,027.58	\$1,233.11	\$1,197.19
8"	\$1,644.12	\$1,972.95	\$1,915.51
10" Compound Meter	\$2,363.66	\$2,836.40	\$2,748.71
10" Turbine	\$5,138.36	\$6,166.03	\$5,975.40

For sizes not shown, the next larger size shall be issued. Upon request for meters over 8 inches, a proportionate rate shall be established based on meter capacity.

Volume Rate
(Per 1,000 Gallons)
All Months

Single-Family Residential and Irrigation*

For Monthly Use Between:	In City	Out of City
1 to 5,999 gallons	\$ 2.65	\$ 3.14
6,000 to 9,999 gallons	\$ 3.97	\$ 4.70
10,000 to 19,999 gallons	\$ 5.22	\$ 6.23
20,000 to 40,999 gallons	\$10.41	\$12.45
41,000 gallons and over	\$20.77	\$24.91

Multi-Family Residential with Irrigation Per Dwelling Unit**

For Monthly Use Between:	In City	Out of City
1 to 2,999 gallons	\$ 2.65	\$ 3.14
3,000 to 4,999 gallons	\$ 3.97	\$ 4.70
5,000 to 6,999 gallons	\$ 5.22	\$ 6.23
7,000 to 7,999 gallons	\$10.41	\$12.45
8,000 gallons and over	\$20.77	\$24.91

	<u>Commercial</u>		
	<i>In City</i>	<i>Out of City</i>	<i>Combined Inside-Outside City</i>
ALL USE	\$3.97	\$4.76	\$4.57

<u>Separate Commercial/Multi-Family Irrigation Meters (Potable Water)</u>			
<i>For Monthly Use Between:</i>	<i>In City</i>	<i>Out of City</i>	<i>Combined Inside-Outside City</i>
1 to 50,999 gallons	\$ 4.02	\$ 4.82	\$ 4.12
51,000 to 100,999 gallons	\$ 5.65	\$ 6.78	\$ 5.79
101,000 to 200,999 gallons	\$ 7.91	\$ 9.49	\$ 8.11
201,000 to 300,999 gallons	\$11.07	\$13.28	\$11.34
301,000 to 400,999 gallons	\$15.51	\$18.61	\$15.90
401,000 gallons and over	\$21.71	\$26.05	\$22.23

<u>Separate Commercial Irrigation Meter (Reuse Water)</u>			
	<i>In City</i>	<i>Out of City</i>	<i>Combined Inside-Outside City</i>
ALL USE	\$8.14	\$8.14	\$8.14

* Volumetric sum of the customer’s domestic and irrigation water use shall be the basis for calculating the volume charge.

** Volumetric sum of the customer’s domestic with irrigation water use shall be the basis for calculating the volume charge. This total volume shall be divided by the number of dwelling units (DU’s) in the associated multi-family complex to arrive at the average water use per DU). This then is the basis for calculating the volume charge per DU. This volume charge per DU shall then be multiplied by the associated number of DU’s to arrive at the total volume charge for the customer.

- 2. These rates shall be effective and assessed to all customers beginning with utility bills rendered on or after October 1, 2026.
- 3. The Universal City Code of Ordinances, Section 1-4-40, (Y)(2), shall be amended accordingly.
- 4. All Ordinances or parts of ordinances in conflict herewith, to the extent of such conflict, are hereby repealed.

PASSED on first reading by the City Council of the City of Universal City on this the 4th day of August, 2026.

PASSED AND APPROVED on second reading by the City Council of the City of Universal City on this the ____ day of _____, 2026.

CITY OF UNIVERSAL CITY, TEXAS

APPROVED:

Tom Maxwell, Mayor

ATTEST:

APPROVED FOR LEGAL SUFFICIENCY:

Maribel Garcia-Uribe, City Clerk

Matthew Grove, City Attorney
Denton, Navarro, Rodríguez, Bernal, Santee & Zech, P.C.

Distribution:
Utilities Department
Finance Department
Public Works Department
Development Services
Municipal Code Corporation
Work Book
Original

CITY OF UNIVERSAL CITY

Date: 8/4/2026

TO: City Council

FROM: Kim Turner

SUBJECT: Ordinance 149-M-32-09-2026: Amending Fee Schedules to update Sewer Rates.

Historical Background

During the July 8th Budget Workshop, rate consultant Grady Reed presented his calculations and considerations for the City's sewer (wastewater) rates. He recommended no changes to the sewer (wastewater) rates.

The City adopts Sewer (Wastewater) Rates annually, regardless of whether there is a change in rates, so that the rates can be codified in the City's Code of Ordinances.

Action Requested

Approving this ordinance would allow sewer (wastewater) rates to be codified in the City's Code of Ordinances. Rates would be effective on all bills generated October 1, 2025 and onward.

Procurement Methodology

N/A

Source and Amount of Funding

N/A

Staff Recommendation

Staff recommends approval of Ordinance 149-M-32-09-2025 in order to codify the City's sewer (wastewater) rates.

ATTACHMENTS

1. 149-M-32-09-2026 - Sewer Fees

ORDINANCE 149-M-32-09-2026

AN ORDINANCE OF THE CITY OF UNIVERSAL CITY, TEXAS, AMENDING ORDINANCE 149 FEE SCHEDULES; AMENDING ORDINANCE 149-M-32-09-2025; REPEALING ALL OR PARTS OF ORDINANCES IN CONFLICT; AND AMENDING THE UNIVERSAL CITY CODE OF ORDINANCES ACCORDINGLY.

IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF UNIVERSAL CITY, TEXAS, THAT:

1. Ordinance 149-M, Sewer Service, per billing period, Demand and Volume Charge, and Ordinance 149-M-32-09-2025 be amended to change the following:

Fixed Demand Charge (Per Month)

	<i>In City</i>	<i>Out of City</i>	<i>Combined Inside-Outside City</i>
Single-Family Residential:	\$20.96	\$23.30	n/a
All Other Customers*	\$20.96	\$23.30	\$22.79

Volume Rate (Per 1,000 Gallons)

	<i>In City</i>	<i>Out of City</i>	<i>Combined Inside-Outside City</i>
Single-Family Residential**	\$4.44	\$ 5.33	n/a
All Other Customers***	\$7.27	\$ 8.87	\$ 8.55

- * Only charged for water used under 3,000 gallons.
** Based on average winter month water use.
*** Based on monthly metered water use.

2. These rates shall be effective and assessed to all customers beginning with utility bills rendered on or after October 1, 2026.
3. The Universal City Code of Ordinances, Section 1-4-40(Y)(3), shall be amended accordingly and the remainder of Subsection (Y)(3) shall remain unchanged.
4. All Ordinances or parts of ordinances in conflict herewith, to the extent of such conflict, are hereby repealed.

PASSED on first reading by the City Council of the City of Universal City on this the 4th day of August, 2026.

PASSED AND APPROVED on second reading by the City Council of the City of Universal City on this the ____ day of _____, 2026.

CITY OF UNIVERSAL CITY, TEXAS

APPROVED:

Tom Maxwell, Mayor

ATTEST:

APPROVED FOR LEGAL SUFFICIENCY:

Maribel Garcia-Uribe, City Clerk

Matthew Grove, City Attorney
Denton, Navarro, Rodriguez, Bernal, Santee, & Zech, P.C.

Distribution:
Utilities Department
Finance Department
Public Works Department
Development Services
Municipal Code Corporation
Work Book
Original

CITY OF UNIVERSAL CITY

Date: 8/4/2026

TO: City Council

FROM: Kim Turner

SUBJECT: Ordinance 570-D-2026: Amending Fee Schedules to update Stormwater Rates.

Historical Background

During the July 8th Budget Workshop, rate consultant Grady Reed presented his calculations and considerations for the City's stormwater rates. He recommended no changes to the stormwater rates.

The City adopts Stormwater Rates annually, regardless of whether there is a change in rates, so that the rates can be codified in the City's Code of Ordinances.

Action Requested

Approving this ordinance would allow stormwater rates to be codified in the City's Code of Ordinances. Rates would be effective on all bills generated October 1, 2025 and onward.

Procurement Methodology

N/A

Source and Amount of Funding

N/A

Staff Recommendation

Staff recommends approval of Ordinance 570-D-2025 in order to codify the City's stormwater rates.

ATTACHMENTS

1. 570-D-2026 - Stormwater Fees

ORDINANCE NO. 570-D-2026

AN ORDINANCE OF THE CITY OF UNIVERSAL CITY, TEXAS, RENEWING
ORDINANCE 570-D-2025 ESTABLISHING MUNICIPAL STORM WATER UTILITY FEES.

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

Ordinance 570, Section II – D (3) is hereby renewed as follows:

SECTION II. STORM WATER UTILITY FEE ESTABLISHED:

D. Municipal Storm Water Utility Fees:

3. Based thereon, the City shall fix the following schedule of monthly Municipal Storm Water Utility Fees for each respective category of land use and square footage (sf) size:

a) Residential Tier 1	(5,000 & more sf)	= \$ 5.67 per month
b) Residential Tier 2	(0-4,999 sf)	= \$ 4.29 per month
c) Multi-family Tier 1	(0–21,999 sf)	= \$ 9.53 per month
d) Multi-family Tier 2	(22,000-43,999 sf)	= \$ 29.84 per month
e) Multi-family Tier 3	(44,000-131,999 sf)	= \$ 90.48 per month
f) Multi-family Tier 4	(132,000 & more sf)	= \$430.56 per month
g) Commercial Tier 1	(0-21,999 sf)	= \$ 24.41 per month
h) Commercial Tier 2	(22,000-43,999 sf)	= \$ 66.79 per month
i) Commercial Tier 3	(44,000-86,999 sf)	= \$ 119.70 per month
j) Commercial Tier 4	(87,000-131,999 sf)	= \$206.29 per month
k) Commercial Tier 5	(132,000 & more)	= \$417.82 per month

And, the Universal City Code of Ordinances Section 2-10-147(d)(3) is hereby renewed accordingly.

This Ordinance shall become effective upon its passage and publication as required by law and the Storm Water Utility Fees shall be assessed to the users of all lots and tracts in the city limits of Universal City, Texas, effective beginning with utility bills rendered on or after October 1, 2026.

PASSED on first reading by the City Council of the City of Universal City on this the 4th day of August, 2026.

PASSED AND APPROVED on second reading by the City Council of the City of Universal City on this the ____ day of _____, 2026.

CITY OF UNIVERSAL CITY, TEXAS
APPROVED:

Tom Maxwell, Mayor

ATTEST:

APPROVED AS TO LEGAL SUFFICIENCY:

Maribel Garcia-Uribe, City Clerk

Matthew Grove, City Attorney
Denton, Navarro, Rodriguez, Bernal, Santee & Zech, P.C.

CITY OF UNIVERSAL CITY

Date: 8/4/2026

TO: City Council

FROM: Kim M. Turner, City Manager

SUBJECT: Ordinance 308-F-2026: Amending Chapter 3-4 Traffic of the Code of Ordinances, updating School Zones.

Historical Background

The adoption of Ordinance No. 308-F-2026 and Chapter 3-4 is necessary to update the school zone provisions of the Traffic Ordinance. These amendments will incorporate the new school zone flashers at Olympia Elementary School and remove obsolete school zone signs and flashers at Coronado Elementary School.

The proposed updates will enhance traffic safety for students, staff, and the public in the school zones serving Olympia Elementary School, Kitty Hawk Middle School, and Salinas Elementary School. In addition, the ordinance will remove outdated school zone signage and traffic control devices at former school zone locations, including Coronado Elementary School and Rose Garden Elementary School, where they are no longer needed.

Add:

Cross Street	Through Street
Anton Schumann Drive	Old Cimarron Trail
Athenian Drive	Universal City Blvd
Granite Mist	Old Cimarron Trail
Kitty Hawk Road	Old Converse Road
Lost Orchard	Kitty Hawk Road
Old Cimarron Trail	Kitty Hawk Road
Old Cimarron Trail	Guilford Forge
Universal City Blvd	Athenian Drive

Remove:

Cross Street	Through Street
Amistad Blvd	Barcelona Drive
Barcelona Drive	Amistad Blvd

Coronado Blvd	Granada Drive
Coronado Blvd	Amistad Blvd
Guilford Forge	Old Cimarron Trail
Meadowland	Old Cimarron Trail
Trudy Lane	Aviation Blvd
Valencia	Barcelona Drive

Action Requested

Approve Ordinance 308-F-2026 to update school zones at various locations of the City.

Procurement Methodology

School flasher were done as a sole source through a buy board agency as provided by State law.

Source and Amount of Funding

FY 2026 budget, Child Safety Funds, \$22,000.

Staff Recommendation

Staff recommend the adoption of Ordinance 308-F-2026.

ATTACHMENTS

1. 308-A-2026 Chapter 3-4-10 School zones

ORDINANCE 308-F-2026

AN ORDINANCE AMENDING ORDINANCE 308 AND CHAPTER 3-4 – TRAFFIC OF THE CODE OF ORDINANCES, REVISING SCHOOL ZONE PROVISIONS, AUTHORIZING SIGN CHANGES ACCORDINGLY, PROVIDING SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Universal City is a home rule City acting under its home rule Charter and the law of the State of Texas; and

WHEREAS, Tex. Transportation Code Section 311.001 authorizes local governmental units to adopt regulations to control, regulate, and improve a public highway, street or alley of the municipality; and

WHEREAS, Section 542.202 of the Texas Transportation Code provides the City the authority to regulate traffic by police officers or traffic-control devices, and regulate the stopping, standing, or parking of a vehicle; and

WHEREAS, Section 545.352 of the Texas Transportation Code establishes prima facie speed limits in the state of Texas that certain speeds on certain roads are not reasonable and prudent and that speed is unlawful; and

WHEREAS, pursuant to Sections 545.356 and 545.353 of the Texas Transportation Code, the City Council is authorized to lower by ordinance the state-mandated speed limit on a city street by performing an engineering and traffic investigation and determining that the prima facie speed limit is unreasonable or unsafe for that street; and

WHEREAS, pursuant to Section 545.357 of the Texas Transportation Code, a municipality's governing body is authorized to alter prima facie speed limits where certain schools are located, in line with public safety concerns and prudence considered through the prior cited Sections of the Transportation Code; and

WHEREAS, the governing body may determine and declare a reasonable and safe prima facie speed limit, including those that are altered near certain schools, there or thereon by the passage of an Ordinance; and

WHEREAS, the speed limits set by Ordinance shall be effective when appropriate signs giving notice are erected at such intersection or other place or part of the street or highway; and

WHEREAS, the City Council of the City of Universal City, Texas, has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens of the City that the Code regulations relative to traffic control within the City of Universal City be established as hereinafter stated; and

WHEREAS, the City has complied with all conditions necessary to take this action, has properly noticed and conducted all public meetings pursuant to the Texas Local Government Code, Texas Government Code, and Texas Transportation Code, as applicable.

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

Section 1. The recitals set out above are found to be true, and such recitals are adopted herein for all purposes.

Section 2. Amendments. Amendments to Ordinance 308-A-2021 and Section 3-4-10 – School Zones of the Universal City Code of Ordinances, included as **Exhibit A & Exhibit B**, are hereby adopted.

Section 3. Conflict with City Ordinances. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 4. Severability. If any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

Section 4. Unamended. That the remainder of Chapter 3-4 – Traffic of the Universal City Code of Ordinances not amended hereby remain in full force and effect.

Section 5. Effective Date: This ordinance shall become effective on passage of the second reading.

PASSED on first reading on this the 4th day of August 2026.

PASSED AND ADOPTED on this the 18th day of August 2026.

CITY OF UNIVERSAL CITY, TEXAS

APPROVED:

Tom Maxwell, Mayor

Attest:

Approved as to form:

Maribel Garcia-Uribe, City Clerk

Matthew Grove, City Attorney
Denton Navarro Rodriguez Bernal Santee &
Zech, P.C.

EXHIBIT A

**City of Universal City Code of Ordinances
Section 3-4-10 – School Zones
REDLINED**

EXHIBIT B

City of Universal City Code of Ordinances
Section 3-4-10 – School Zones
CLEAN

Sec. 3-4-10. Same—School zones.

- (a) It shall be unlawful for any person to drive or operate any motor vehicle at a rate of speed in excess of twenty (20) miles per hour within a school zone or within one hundred (100) feet of a school crossing zone on any day of the regular [school year] or any special or summer term between hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and 4:00 p.m.
- (b) [Designated twenty (20) miles per hour speed limit school zones:]

Anton Schumann Drive starting at Old Cimarron Trail and extending one hundred and five (105) feet west, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Athenian Drive starting at Universal City Boulevard and continuing nine hundred and ninety two (992) feet west and two hundred twenty-eight (228) feet east, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Forum Drive starting at Athenian Drive and continuing one hundred thirty-four (134) feet north and one hundred fifty-one (151) feet south, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Granite Mist starting at Old Cimarron Trail and extending seventy-three (73) feet east, and seventy-nine (79) feet west, from 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m.

Kitty Hawk Road starting at Old Converse Road and extending one thousand, one hundred sixty-five (1,165) feet west, from 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m.

Lost Orchard starting at Kitty Hawk Road and extending fifty-two (52) feet west, from 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m.

Marathon starting at Universal City Boulevard and continuing one hundred eighty (180) feet east, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m.

Old Cimarron Trail starting at Kitty Hawk Road and continuing two thousand two hundred fifty-two (2,252) feet south, from 7:00 a.m. to 9:00 a.m. and 3:00 p.m. to 5:00 p.m.

Old Cimarron Trail starting at thirty-five (35) feet south of Guilford Forge and continuing two thousand five hundred (2,500) feet south, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Odyssey Drive starting at Universal City Boulevard and continuing ninety-five (95) feet east, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m.

Pericles Drive starting at Athenian Drive and continuing one hundred forty (140) feet south, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m.

Universal City Boulevard starting at Athenian Drive and continuing six hundred and thirty-two (632) feet north and two hundred and ninety-six (296) feet south, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Walnut Springs starting at Old Cimarron Trail and extending sixty (60) feet east, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

(Ord. No. 308-A-2021, § 3, 2-2-21)

Deleted: Amistad Boulevard starting three hundred twenty-eight (328) feet south of Barcelona and continuing one thousand one hundred thirty-nine (1,139) feet north, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. ¶

Deleted: one thousand two hundred seventy-nine (1,279) feet west

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Deleted: Barcelona Drive starting at Amistad Boulevard and continuing five hundred twenty-five (525) feet east, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. ¶
Deleted: Coronado Boulevard starting at Amistad Boulevard and continuing one hundred forty-five (145) feet west, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. ¶
Deleted: Coronado Boulevard starting from Granada Drive and continuing six hundred sixty (660) feet west, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. ¶

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Deleted: Guilford Forge starting at Old Cimarron Trail at the intersection of FM 1976 and continuing five hundred (500) feet west, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Deleted: ¶

Deleted: Meadowland starting at Old Cimarron Trail and extending one hundred and twenty-five (125) feet east, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m. ¶

Deleted: Trudy Lane extending one hundred forty-two (142) feet north of East Aviation Boulevard, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. ¶

Deleted: Valencia starting at Barcelona Drive and continuing one hundred fifty-five (155) feet south, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m. ¶

Sec. 3-4-10. Same—School zones.

- (a) It shall be unlawful for any person to drive or operate any motor vehicle at a rate of speed in excess of twenty (20) miles per hour within a school zone or within one hundred (100) feet of a school crossing zone on any day of the regular [school year] or any special or summer term between hours of 7:00 a.m. and 9:00 a.m. and 2:00 p.m. and 4:00 p.m.

- (b) [Designated twenty (20) miles per hour speed limit school zones:]

Anton Schumann Drive starting at Old Cimarron Trail and extending one hundred and five (105) feet west, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Athenian Drive starting at Universal City Boulevard and continuing nine hundred and ninety two (992) feet west and two hundred twenty-eight (228) feet east, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Forum Drive starting at Athenian Drive and continuing one hundred thirty-four (134) feet north and one hundred fifty-one (151) feet south, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

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Old Cimarron Trail starting at thirty-five (35) feet south of Guilford Forge and continuing two thousand five hundred (2,500) feet south, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Odyssey Drive starting at Universal City Boulevard and continuing ninety-five (95) feet east, from 7:00 a.m. to 9:00 a.m. and 2:00 p.m. to 4:00 p.m.

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Universal City Boulevard starting at Athenian Drive and continuing six hundred and thirty-two (632) feet north and two hundred and ninety-six (296) feet south, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

Walnut Springs starting at Old Cimarron Trail and extending sixty (60) feet east, from 6:30 a.m. to 8:30 a.m. and 2:00 p.m. to 4:00 p.m.

(Ord. No. 308-A-2021, § 3, 2-2-21)

CITY OF UNIVERSAL CITY

Date: 06/18/2024

TO: City Council
FROM: Kim M. Turner, City Manager
SUBJECT: Ordinance 607-B-2026 Flood Control

Historical Background

In 2010, the City was required to pass legislation as it pertained to flood control and flood hazard reduction. Since 2010, some of the State regulations have changed. This ordinance it provided to modify the original ordinance and bring it up to the new requirements for flood hazard reduction.

Action Requested

City Council approval of Ordinance 607-B-2026. Requires two readings.

Procurement Methodology

This is an Ordinance revision only and requires no procurement by the City.

Source and Amount of Funding

This is an Ordinance revision only and requires no funding by the City.

Staff Recommendation

Staff recommends approval of Ordinance 607-B-2026.

ORDINANCE 607-B-2026

AN ORDINANCE AMENDING ORDINANCE 607 AND CHAPTER 4-7 – FLOOD CONTROL, ARTICLE III FLOOD HAZARD REDUCTIONS OF THE CODE OF ORDINANCES, REVISING CERTAIN SECTIONS AND PARAGRAPHS ACCORDINGLY OF, PROVIDING SEVERABILITY, AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City of Universal City is a home rule City acting under its home rule Charter and the law of the State of Texas; and,

WHEREAS, Tex. Water Code Section 16.315 authorizes local governmental units to adopt regulations to minimize damage caused by flood losses and to guide development of future construction; and

WHEREAS, the City Council finds it necessary to establish the provisions of this ordinance regarding the regulation of flood control on properties to promote public health, safety and general welfare and to minimize public and private losses due to flood conditions; and,

WHEREAS, the City Council finds that it would be advantageous and beneficial to the citizens of the City of Universal City, Texas, to adopt this ordinance regulating the requirements for flood control on properties within the City of Universal City; and,

WHEREAS, the City Council of the City of Universal City, Texas, has determined that it is in the best interest of the public and in support of the health, safety, morals, and general welfare of the citizens of the City that the Code regulations relative to flood control on properties be established as hereinafter stated on Exhibit A.

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

Section 1. Amendments. That certain sections of Chapter 4-7 – Flood Control, Article III Flood Hazard Reduction of the Universal City Code of Ordinances be amended to read as provided in Exhibit A.

Section 2. Conflict with City Ordinances. All Ordinances or parts of Ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 3. The recitals contained in the preamble hereof are hereby found to be true, and

such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the City Council of Universal City.

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

Section 5. Unamended. That the remainder of Chapter 4-7 – Flood Control of the Universal City Code of Ordinances not amended hereby remain in full force and effect.

Section 6. Severability. If there is any provision, clause, sentence or paragraph of this Chapter or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Chapter which can be given effect without the invalid provision or application, and to this end the provisions of this Chapter are declared to be severable.

Section 7. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 8. Effective Date: This ordinance shall become effective upon second reading.

PASSED on first reading 04 August 2026

PASSED AND ADOPTED ____ day of _____ 2026.

Tom Maxwell, Mayor

Attest:

Approved for legal sufficiency:

Maribel Garcia-Urbe, City Clerk

Matthew L. Groves, City Attorney

Chapter 4-7 FLOOD CONTROL¹

ARTICLE I. IN GENERAL

Sec. 4-7-1. Statutory authorization.

The Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. Therefore, the City of Universal City, County of Bexar, Texas, does ordain as follows in this chapter.

(Ord. No. 607, Art. I, § A, 5-18-10)

Sec. 4-7-2. Findings of fact.

- (1) The flood hazard areas of Universal City are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety, and general welfare.
- (2) These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage.

(Ord. No. 607, Art. I, § B, 5-18-10)

Sec. 4-7-3. Statement of purpose.

It is the purpose of this chapter to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Protect human life and health;
- (2) Minimize expenditure of public money for costly flood control projects;
- (3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (4) Minimize prolonged business interruptions;
- (5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;

¹Editor's note(s)—Ordinance No. 607, adopted May 18, 2010, repealed Ord. No. 363, adopted June 2, 1987 and Ord. No. 363-A-95, adopted Dec. 5, 1995, from which Ch. 4-7 had derived. Similar provisions were adopted by Ord. No. 607 and codified to read as herein set out.

Cross reference(s)—Planning and zoning commission, Ch. 1-3, Art. IV; mobile home parks, Ch. 4-3; zoning, Ch. 4-5; building code, Ch. 4-6.

-
- (6) Help maintain a stable tax base by providing for the sound use and development of floodprone areas in such a manner as to minimize future flood blight areas; and
 - (7) Insure that potential buyers are notified that property is in a flood area.

(Ord. No. 607, Art. I, § C, 5-18-10)

Sec. 4-7-4. Methods of reducing flood losses.

In order to accomplish its purposes, this chapter uses the following methods:

- (1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood, or cause excessive increases in flood heights or velocities;
- (2) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (3) Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of floodwaters;
- (4) Control filling, grading, dredging and other development which may increase flood damage;
- (5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(Ord. No. 607, Art. I, § D, 5-18-10)

Sec. 4-7-5. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Alluvial fan flooding means flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport, and deposition; and unpredictable flow paths.

Apex means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

Appurtenant structure means a structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of future conditions flood hazard means the land area that would be inundated by the one (1) percent annual chance (100-year) flood based on future conditions hydrology.

Area of shallow flooding means a designated AO, AH, AR/AO, AR/AH, or VO zone on a community's flood insurance rate map (FIRM) with a one (1) percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard means the land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. The area may be designated as zone A on the flood hazard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM, zone A usually is refined into zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V.

Base flood means the flood having a one (1) percent chance of being equaled or exceeded in any given year.

Base flood elevation (BFE) means the elevation shown on the flood insurance rate map (FIRM) and found in the accompanying flood insurance study (FIS) for zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a one (1) percent chance of equaling or exceeding that level in any given year, also called the base flood.

Basement means any area of the building having its floor subgrade (below ground level) on all sides.

Breakaway wall means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

Critical feature means an integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development means any manmade change to improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building means, for insurance purposes, a nonbasement building, which has its lowest elevated floor, raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

Existing construction means for the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

Expansion to an existing manufactured home park or subdivision means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land areas from:

- (1) The overflow of inland or tidal waters.
- (2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood elevation study means an examination, evaluation and determination of flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

Flood insurance rate map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS). See *Flood elevation study*.

Floodplain or floodprone area means any land area susceptible to being inundated by water from any source (see definition of *Flooding*).

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage, including, but not limited to, emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations means zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Flood protection system means those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

Floodproofing means any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway. See *Regulatory floodway*.

Functionally dependent use means a use, which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or
 - b. Directly by the Secretary of the Interior in states without approved programs.

Levee means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

Levee system means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirement of Section 60.3 of the National Flood Insurance Program regulations.

Manufactured home means a structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a "recreational vehicle".

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

Mean sea level means, for purposes of the National Flood Insurance Program, the North American Vertical Datum (NAVD) of 1988 or other datum, to which base flood elevations shown on a community's flood insurance rate map are referenced.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle means a vehicle which is:

- (1) Built on a single chassis;
- (2) Four hundred (400) square feet or less when measured at the largest horizontal projections;
- (3) Designed to be self-propelled or permanently towable by a light duty truck; and
- (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Regulatory floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Riverine means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

Special flood hazard area. See *Area of special flood hazard*.

Start of construction (for other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348)), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for floodplain management purposes, a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before "start of construction" of the improvement. This term includes structures which have incurred "substantial damage", regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a "historic structure."

Variance means a grant of relief by a community from the terms of a floodplain management regulation. (For full requirements see Section 60.6 of the National Flood Insurance Program regulations.)

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) [of the National Flood Insurance Program regulations] is presumed to be in violation until such time as that documentation is provided.

Water surface elevation means the height, in relation to the North American Vertical Datum (NAVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

(Ord. No. 607, Art. II, 5-18-10)

Sec. 4-7-6. Lands to which this chapter applies.

The chapter shall apply to all areas of special flood hazard within the jurisdiction of Universal City.

(Ord. No. 607, Art. III, § A, 5-18-10)

Sec. 4-7-7. Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS) for Bexar County, Texas and Incorporated Areas," dated September 29, 2010, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated September 29, 2010, and any revisions thereto are hereby adopted by reference and declared to be a part of this chapter.

(Ord. No. 607, Art. III, § B, 5-18-10)

Sec. 4-7-8. Establishment of development permit.

A floodplain development permit shall be required to ensure conformance with the provisions of this chapter.

(Ord. No. 607, Art. III, § C, 5-18-10)

Sec. 4-7-9. Compliance.

No structure or land shall hereafter be located, altered, or have its use changed without full compliance with the terms of this chapter and other applicable regulations.

(Ord. No. 607, Art. III, § D, 5-18-10)

Sec. 4-7-10. Abrogation and greater restrictions.

This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ord. No. 607, Art. III, § E, 5-18-10)

Sec. 4-7-11. Interpretation.

In the interpretation and application of this chapter, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under State statutes.

(Ord. No. 607, Art. III, § F, 5-18-10)

Sec. 4-7-12. Warning and disclaimer on liability.

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur and flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

(Ord. No. 607, Art. III, § G, 5-18-10)

Secs. 4-7-13—4-7-20. Reserved.

ARTICLE II. ADMINISTRATION

Sec. 4-7-21. Designation of the floodplain administrator.

The director of the development services department, or designee, is hereby appointed the floodplain administrator to administer and implement the provisions of this chapter and other appropriate sections of 44 CFR (Emergency Management and Assistance—National Flood Insurance Program Regulations) pertaining to floodplain management.

(Ord. No. 607, Art. IV, § A, 5-18-10; Ord. No. 607-A-2020, § 1, 12-15-20)

Sec. 4-7-22. Duties and responsibilities of the floodplain administrator.

Duties and responsibilities of the floodplain administrator shall include, but not be limited to, the following:

- (1) Maintain and hold open for public inspection all records pertaining to the provisions of this chapter.
- (2) Review permit applications to determine whether to ensure that the proposed building site project, including the placement of manufactured homes, will be reasonably safe from flooding.
- (3) Review, approve or deny all applications for development permits required by adoption of this chapter.
- (4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies (including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- (5) Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions) the floodplain administrator shall make the necessary interpretation, but shall provide evidence justifying said determination.
- (6) Notify, in riverine situations, adjacent communities and the state coordinating agency which is the Texas Water Development Board (TWDB) and also the Texas Commission on Environmental Quality (TCEQ), prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
- (7) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained.
- (8) When base flood elevation data has not been provided in accordance with section 4-7-7, the floodplain administrator shall obtain, review and reasonably utilize any base flood elevation data and floodway data available from a federal, state or other source, in order to administer the provisions of article III.
- (9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development (including fill) shall be permitted within zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.
- (10) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in zones A1-30, AE, AH, on the community's FIRM which increases the water surface elevation of the base flood by more than one (1) foot, provided that the community first completes all of the provisions required by Section 65.12.

(Ord. No. 607, Art. IV, § B, 5-18-10; Ord. No. 607-A-2020, § 2, 12-15-20)

Sec. 4-7-23. Permit procedures.

- (1) Application for a floodplain development permit shall be presented to the floodplain administrator on forms furnished by him/her and may include, but not be limited to, plans in duplicate drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard. Additionally, the following information is required:
 - (a) Elevation (in relation to mean sea level), of the lowest floor (including basement) of all new and substantially improved structures;
 - (b) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed;
 - (c) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 4-7-32(2);
 - (d) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development;
 - (e) Maintain a record of all such information in accordance with section 4-7-22(1);
- (2) Approval or denial of a floodplain development permit by the floodplain administrator shall be based on all of the provisions of this chapter and the following relevant factors:
 - (a) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 - (b) The danger that materials may be swept onto other lands to the injury of others;
 - (c) The compatibility of the proposed use with existing and anticipated development;
 - (d) The safety of access to the property in times of flood for ordinary and emergency vehicles;
 - (e) The costs of providing governmental services during and after flood conditions including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 - (f) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;
 - (g) The necessity to the facility of a waterfront location, where applicable;
 - (h) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use.

(Ord. No. 607, Art. IV, § C, 5-18-10)

Sec. 4-7-24. Variance procedures.

- (1) The board of adjustments, as established by the community, shall hear and render judgment on requests for variances from the requirements of this chapter.
- (2) The board of adjustments shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the enforcement or administration of this chapter.
- (3) Any person or persons aggrieved by the decision of the board of adjustments may appeal such decision in the courts of competent jurisdiction.

-
- (4) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to the Federal Emergency Management Agency upon request.
 - (5) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places, without regard to the procedures set forth in the remainder of this chapter.
 - (6) Variances may be issued for new construction and substantial improvements to be erected on a lot of one-half (½) acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors in section 4-7-23(2) of this article have been fully considered. As the lot size increases beyond the one-half (½) acre, the technical justification required for issuing the variance increases.
 - (7) Upon consideration of the factors noted above and the intent of this chapter, the board of adjustments may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this chapter (section 4-7-3).
 - (8) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.
 - (9) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.
 - (10) Prerequisites for granting variances:
 - (a) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 - (b) Variances shall only be issued upon: (i) showing a good and sufficient cause; (ii) a determination that failure to grant the variance would result in exceptional hardship to the applicant, and (iii) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
 - (c) Any application to which a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation below the base flood elevation, and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.
 - (11) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use provided that (i) the criteria outlined in section 4-7-24(1)—(9) are met, and (ii) the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(Ord. No. 607, Art. IV, § D, 5-18-10)

Secs. 4-7-25—4-7-30. Reserved.

ARTICLE III. FLOOD HAZARD REDUCTION

Sec. 4-7-31. General standards.

In all areas of special flood hazards the following provisions are required for all new construction and substantial improvements:

- (1) All new construction or substantial improvements shall be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;
- (2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage;
- (3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage;
- (4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;
- (5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system;
- (6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters; and
- (7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(Ord. No. 607, Art. V, § A, 5-18-10)

Sec. 4-7-32. Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in section 4-7-7, section 4-7-22(8), or section 4-7-33(3), the following provisions are required:

- (1) **Residential construction.** New construction and substantial improvement of any residential structure shall have the lowest floor (including basement), elevated at least one (1) foot above the base flood elevation. As a general rule, certification for individual residential lots shall not be required when said lot is located outside the Area of Special Flood Hazard; that is, the one-hundred-year floodplain, in accordance with the official FIRM of the City. However, based on extenuating conditions, as reasonably determined by the floodplain administrator, a registered professional engineer, architect, or land surveyor shall submit a certification to the floodplain administrator that the standard of this subsection as proposed in subsection 4-7-23(1)a., is satisfied.
- (2) **Nonresidential construction.** New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor (including basement) elevated at least one (1) foot above the base flood level or together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. A registered

professional engineer or architect shall develop and/or review structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of such certification which includes the specific elevation (in relation to mean sea level) to which such structures are floodproofed shall be maintained by the floodplain administrator.

- (3) *Enclosures.* New construction and substantial improvements, with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:
- a. A minimum of two (2) openings on separate walls having a total net area of not less than one (1) square inch for every square foot of enclosed area subject to flooding shall be provided.
 - b. The bottom of all openings shall be no higher than one (1) foot above grade.
 - c. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.
- (4) *Manufactured homes.*
- a. Require that all manufactured homes to be placed within zone A on a community's FHBM or FIRM shall be installed using methods and practices which minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over the top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.
 - b. Require that manufactured homes that are placed or substantially improved within zones A1-30, AH, and AE on the community's FIRM on sites (i) outside of a manufactured home park or subdivision, (ii) in a new manufactured home park or subdivision, (iii) in an expansion to an existing manufactured home park or subdivision, or (iv) in an existing manufactured home park or subdivision on which a manufactured home has incurred "substantial damage" as a result of a flood, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated at least one (1) foot above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
 - c. Require that manufactured homes be placed or substantially improved on sites in an existing manufactured home park or subdivision with zones A1-30, AH and AE on the community's FIRM that are not subject to the provisions of paragraph (4) of this section be elevated so that either:
 1. The lowest floor of the manufactured home is at least one (1) foot above the base flood elevation; or
 2. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.
- (5) *Recreational vehicles.* Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the community's FIRM either (i) be on the site for fewer than one hundred eighty (180) consecutive days, or (ii) be fully licensed and ready for highway use, or (iii) meet the permit requirements of section 4-7-23(1), and the elevation and anchoring requirements for "manufactured homes" in paragraph (4) of this section. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions.

(Ord. No. 607, Art. V, § B, 5-18-10; Ord. No. 607-A-2020, § 3, 12-15-20)

Sec. 4-7-33. Standards for subdivision proposals.

- (1) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with sections 4-7-2, 4-7-3, and 4-7-4 of this chapter.
- (2) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet floodplain development permit requirements of section 4-7-8, section 4-7-23, and the provisions of Article III of this chapter.
- (3) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is greater than fifty (50) lots or five (5) acres, whichever is lesser, if not otherwise provided pursuant to section 4-7-7 or section 4-7-22(8) of this chapter.
- (4) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have adequate drainage provided to reduce exposure to flood hazards.
- (5) All subdivision proposals including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.

(Ord. No. 607, Art. V, § C, 5-18-10)

Sec. 4-7-34. Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in section 4-7-7, are areas designated as shallow flooding. These areas have special flood hazards associated with flood depths of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

- (1) All new construction and substantial improvements of residential structures have the lowest floor (including basement) elevated at least one (1) foot above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified).
- (2) All new construction and substantial improvements of nonresidential structures:
 - a. Have the lowest floor (including basement) elevated at least one (1) foot above the base flood elevation or the highest adjacent grade at least as high as the depth number specified in feet on the community's FIRM (at least two (2) feet if no depth number is specified); or
 - b. Together with attendant utility and sanitary facilities, be designed so that below the base specified flood depth [level] in an AO zone, or below the base flood elevation in an AH zone, level[sic] the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or effects of buoyancy.
- (3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in section 4-7-23 are satisfied.
- (4) Require within zones AH or AO adequate drainage paths around structures on slopes, to guide floodwaters around and away from proposed structures.

(Ord. No. 607, Art. V, § D, 5-18-10)

Sec. 4-7-35. Floodways.

Located within areas of special flood hazard established in section 4-7-7, are areas designated as floodways. Since the floodway is an extremely hazardous area due to the velocity of floodwaters which carry debris, potential projectiles and erosion potential, the following provisions shall apply:

- (1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.
- (2) If section 4-7-34(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of Article III.
- (3) Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first completes all of the provisions required by Section 65.12.

(Ord. No. 607, Art. V, § E, 5-18-10)

Sec. 4-7-36. Severability.

If any section, clause, sentence, or phrase of this chapter is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this chapter.

(Ord. No. 607, Art. V, § F, 5-18-10)

Sec. 4-7-37. Penalties for noncompliance.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the terms of this court order and other applicable regulations. Violation of the provisions of this court order by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this court order or fails to comply with any of its requirements shall upon conviction thereof be fined not more than five hundred dollars (\$500.00) for each violation, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the City of Universal City from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ord. No. 607, Art. V, § G, 5-18-10)

CITY OF UNIVERSAL CITY

Date: 7/27/2026

TO: City Council

FROM: Kim M. Turner, City Manager

SUBJECT: Consider Bid Acceptance of the CDBG Westway Drive Street Improvements

Historical Background

On April 1, 2025, City Council approved Resolution 896-E-2025: A resolution authorizing the filing of a grant application with the Bexar County Community Development Block Grant (CDBG) Program Year 2025 for an Infrastructure Construction Grant; authorizing the City Manager to act on behalf of the City in all matters related to the application; and pledging that if a grant is received, the City will comply with the grant requirements of the Community Development Block Grant. The City is receiving Federal CDBG grant funds for this project which requires a city balance fund match and requires City Council authorization of this project to receive federal grant funds

Action Requested

Award the Base Bid totaling \$472,338.87. The project cost is in line with this year's budget. Voting in favor of this item will allow the City Manager to execute the contract for the Westway Street Improvements and proceed with project scheduling.

Procurement Methodology

The City's purchasing policy requires at least three written bids for all purchases over \$50,000. The Public Works Department advertised for bids and received a total of Seven (7) responsive bids with Brooks Paving and Construction, LLC as the lowest responsive responsible bidder. Please reference attached engineers' letter of recommendation and bid tabulation sheet.

Source and Amount of Funding

The Westway Drive Street Improvements, CDBG matching grant funds, were provided in this year's General fund CIP Budget for the road reconstruction improvements in the amount of \$500,000. The city also received a CDBG grant award of \$480,00.00 for the Westway Drive Roadway improvement project.

Staff Recommendation

Staff recommend approval of the low base bid in the amount of \$472,338.87 to Brooks Paving and Construction, LLC, for Westway Drive Street Improvements.



515 Busby Drive, Suite 101, San Antonio, Texas 78209
TBPE No. F-2573

July 27, 2026

Mr. Randy Luensmann, Public Works Director
The City of Universal City
2150 Universal City Boulevard
Universal City, Texas 78148

Re: **Low Bid Verification & Contractor Recommendation**
Westway Drive Street Improvements
Project No. UNIV-013D

Dear Mr. Luensmann:

Seventy general contractors and five plan rooms obtained plans and specifications for the project. Subsequently seven bids were received for the bid opening that occurred on July 21, 2026. See the results below:

Contractor	Base Bid Reported	Base Bid Calculated	% Difference from GEI (EOC)
R.L. Jones LP	\$ 635,337.65	\$ 635,337.65	-16.2%
Brooke Paving & Construction, LLC	\$ 472,338.87	\$ 472,338.87	-37.7%
V.K. Knowlton Construction & Utilities, INC	\$ 777,361.20	\$ 777,351.20	2.5%
Alamo City Constructors, INC	\$ 576,474.20	\$ 576,474.20	-24.0%
E-Z Bel Construction, LLC	\$ 629,295.71	\$ 692,295.71	-8.7%
D&D Contractors, INC	\$ 691,081.28	\$ 691,083.04	-8.9%
Ruboca & Maya Construction, LLC	\$ 681,894.10	\$ 681,894.10	-10.1%
GEI Engineers Opinion of Cost (EOC)	n/a	\$ 758,392.45	

Brooke Paving & Construction, LLC (Brooke Paving) and Alamo City Constructors Brooke Paving (Alamo City) were the two low bids.

In reviewing the low bid for Brooke Paving, our firm contacted 3 previous customers as well as both Brooke Paving's bonding company and bank. Brooke Paving has been in operation as a general contractor for 6 years. The bonding company and bank have had positive relationships with Brooke Paving. Work of a similar type has been performed for the city of Port Aransas, Anderson Columbia Company performing street work in Corpus Christi and current street work for Universal City. The previously referenced clients provided positive feedback regarding Brooke Paving's performance, delivery time, cooperation, customer service, and attitude.

Based on the above information, we recommend that the City Council accept the bid and award the project to Paving & Construction, LLC. to perform the total amount of **\$472,338.87**.

Please be aware that unknown conditions may be encountered during construction. Normally we recommend adding 15% to the construction budget for contingencies. Therefore, we recommend budgeting **\$543,189.70** for construction and contingencies.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Martinez".

7/27/2026

Chris R. Martinez, EIT
Givler Engineering, Inc.

Attachments: Bid Tabulation
Bid Review Documents (Brooke Paving Inc.)



515 Busby Dr., Suite 101, San Antonio, Texas 78209
TPBPE No. F-2573

Item No.	DESCRIPTION	QTY.	UNIT	R.L. Jones LP			Brooke Paving & Construction, LLC		
				Unit Price Given by Bidder	Extension Given By Bidder	Extension Calc. By GEI	Unit Price Given by Bidder	Extension Given By Bidder	Extension Calc. By GEI
1	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 45,000.00	\$ 29,153.95	\$ 29,153.95	\$ 29,153.95
2	Insurance & Bond	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 8,085.97	\$ 8,085.97	\$ 8,085.97
3	Project Sign	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,646.59	\$ 1,646.59	\$ 1,646.59
4	Storm Water Pollution Prevention Plan	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 5,587.52	\$ 5,587.52	\$ 5,587.52
5	Traffic Control & Protection	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 4,025.00	\$ 4,025.00	\$ 4,025.00
6	Remove Concrete Header Curb.	1,354.4	LF	\$ 2.00	\$ 2,708.80	\$ 2,708.80	\$ 6.91	\$ 9,358.90	\$ 9,358.90
7	Remove Concrete Entry Sidewalk	39.3	SY	\$ 2.00	\$ 78.80	\$ 78.60	\$ 111.43	\$ 4,379.20	\$ 4,379.20
8	Remove Concrete Flush Curb.	422.1	LF	\$ 2.00	\$ 844.20	\$ 844.20	\$ 6.91	\$ 2,916.71	\$ 2,916.71
9	Remove & Store Brick Edging & Gravel Walkway	6.6	SY	\$ 2.00	\$ 12.20	\$ 13.20	\$ 159.00	\$ 1,049.40	\$ 1,049.40
10	Remove & Store Brick Edging	49.0	LF	\$ 2.00	\$ 98.00	\$ 98.00	\$ 21.42	\$ 1,049.58	\$ 1,049.58
11	Remove & Store Stone Paver Gravel Walkway	3.6	SY	\$ 2.00	\$ 7.20	\$ 7.20	\$ 145.75	\$ 524.70	\$ 524.70
12	Remove Concrete Driveway Apron	351.7	SY	\$ 2.00	\$ 703.40	\$ 703.40	\$ 20.12	\$ 7,076.20	\$ 7,076.20
13	Remove & Store Mailboxes	28.0	EA	\$ 100.00	\$ 2,800.00	\$ 2,800.00	\$ 74.96	\$ 2,098.88	\$ 2,098.88
14	Roadway Excavation Incl. Hauling	1,881.8	CY	\$ 40.00	\$ 75,272.00	\$ 75,272.00	\$ 25.26	\$ 47,534.27	\$ 47,534.27
15	Install Concrete Curb and Gutter	1,275.9	LF	\$ 22.00	\$ 28,069.80	\$ 28,069.80	\$ 20.70	\$ 26,411.13	\$ 26,411.13
16	Install Concrete Residential Entry Sidewalk	39.3	SY	\$ 120.00	\$ 4,716.00	\$ 4,716.00	\$ 80.50	\$ 3,162.65	\$ 3,163.65
17	Install Concrete Driveway Apron	352.0	SY	\$ 135.00	\$ 47,520.00	\$ 47,520.00	\$ 86.25	\$ 30,360.00	\$ 30,360.00
18	Install Concrete Laydown Curb	419.0	LF	\$ 20.00	\$ 8,380.00	\$ 8,380.00	\$ 23.00	\$ 9,637.00	\$ 9,637.00
19	Install Concrete Spill Curb	88.0	LF	\$ 25.00	\$ 2,200.00	\$ 2,200.00	\$ 20.70	\$ 1,821.60	\$ 1,821.60
20	Install Concrete Swale	98.0	LF	\$ 130.00	\$ 12,740.00	\$ 12,740.00	\$ 48.30	\$ 4,733.40	\$ 4,733.40
21	Reinstall Brick Edging & Gravel Walkway	6.6	SY	\$ 400.00	\$ 2,640.00	\$ 2,640.00	\$ 159.00	\$ 1,049.40	\$ 1,049.40
22	Reinstall & Brick Edging	49.0	LF	\$ 35.00	\$ 1,715.00	\$ 1,715.00	\$ 21.42	\$ 1,049.58	\$ 1,049.58
23	Reinstall Stone Paver Gravel Walkway	3.6	SY	\$ 400.00	\$ 1,440.00	\$ 1,440.00	\$ 291.51	\$ 1,049.44	\$ 1,049.44
23	Adjust Water Meters to Grade	28.0	EA	\$ 150.00	\$ 4,200.00	\$ 4,200.00	\$ 469.72	\$ 13,152.16	\$ 13,152.16
24	Adjust Existing Sanitary Sewer Manholes to Grade	2.0	EA	\$ 3,200.00	\$ 6,400.00	\$ 6,400.00	\$ 2,107.53	\$ 4,215.06	\$ 4,215.06
25	Lime Stabilize Subgrade	3,829.0	SY	\$ 21.00	\$ 80,409.00	\$ 80,409.00	\$ 14.59	\$ 55,865.11	\$ 55,865.11
26	Install TENSAR GEOGRID TX-5 on Lime-Stabilized Subgrade	3,829.0	SY	\$ 5.75	\$ 22,016.75	\$ 22,016.75	\$ 1.68	\$ 6,432.75	\$ 6,432.72
27	Embankment	62.0	CY	\$ 50.00	\$ 3,100.00	\$ 3,100.00	\$ 23.00	\$ 1,426.00	\$ 1,426.00
28	Install Crushed Moisture Conditioned Limestone Flexible Base (6" Compacted Depth)	3,829.0	SY	\$ 20.00	\$ 76,580.00	\$ 76,580.00	\$ 10.86	\$ 41,582.94	\$ 41,582.94
29	Prime Coat	600.0	GAL	\$ 10.00	\$ 6,000.00	\$ 6,000.00	\$ 6.81	\$ 4,086.00	\$ 4,086.00
30	Install Asphalt Treated Base (4" Compacted Depth)	3,166.0	SY	\$ 26.00	\$ 82,316.00	\$ 82,316.00	\$ 22.71	\$ 71,899.86	\$ 71,899.86
31	Pave 2" Type "D" HMAc 70-22 Virgin Mix	3,166.0	SY	\$ 16.00	\$ 50,656.00	\$ 50,656.00	\$ 12.77	\$ 40,429.82	\$ 40,429.82
32	Replace Mailboxes	28.0	EA	\$ 300.00	\$ 8,400.00	\$ 8,400.00	\$ 262.36	\$ 7,346.08	\$ 7,346.08
33	Sodding & Topsoil	1,479.3	SY	\$ 9.00	\$ 13,313.70	\$ 13,313.70	\$ 11.42	\$ 16,893.61	\$ 16,893.61
34	Repair Irrigation	1.0	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,247.44	\$ 5,247.44	\$ 5,247.44
Total Price Calculated By GEI				\$	635,336.85	\$ 635,337.65	\$	472,337.90	\$ 472,338.87
Total Price Given By Bidder						\$ 635,337.65			\$ 472,338.87
Difference (Total Price Calculated By GEI-Total Price Given By Bidder)						\$ -			\$ 0.00

- Typo by Bidder
- Calculation error by Bidder
- Missing Proposal Information.

Givler Engineering's professional opinion of cost is authorized by , Robert J. Browning, TX PE 79873 for the purposes of planning, budgeting, and evaluating contractor bids. TBPE Firm No. F-2573.



515 Busby Dr., Suite 101, San Antonio, Texas 78209
TPBPE No. F-2573

Item No.	DESCRIPTION	QTY.	UNIT	V.K. Knowlton Construction & Utilities, INC			Alamo City Constructors, INC		
				Unit Price Given by Bidder	Extension Given By Bidder	Extension Calc. By GEI	Unit Price Given by Bidder	Extension Given By Bidder	Extension Calc. By GEI
1	Mobilization	1	LS	\$ 41,200.00	\$ 41,200.00	\$ 41,200.00	\$ 26,000.00	\$ 26,000.00	\$ 26,000.00
2	Insurance & Bond	1	LS	\$ 18,700.00	\$ 18,700.00	\$ 18,700.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
3	Project Sign	1	EA	\$ 2,300.00	\$ 2,310.00	\$ 2,300.00	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
4	Storm Water Pollution Prevention Plan	1	LS	\$ 29,400.00	\$ 29,400.00	\$ 29,400.00	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00
5	Traffic Control & Protection	1	LS	\$ 26,300.00	\$ 26,300.00	\$ 26,300.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
6	Remove Concrete Header Curb.	1,354.4	LF	\$ 9.50	\$ 12,866.80	\$ 12,866.80	\$ 3.00	\$ 4,063.20	\$ 4,063.20
7	Remove Concrete Entry Sidewalk	39.3	SY	\$ 95.30	\$ 3,745.29	\$ 3,745.29	\$ 27.00	\$ 1,061.10	\$ 1,061.10
8	Remove Concrete Flush Curb.	422.1	LF	\$ 7.05	\$ 2,975.81	\$ 2,975.81	\$ 3.00	\$ 1,266.30	\$ 1,266.30
9	Remove & Store Brick Edging & Gravel Walkway	6.6	SY	\$ 132.00	\$ 871.20	\$ 871.20	\$ 60.00	\$ 396.00	\$ 396.00
10	Remove & Store Brick Edging	49.0	LF	\$ 8.90	\$ 436.10	\$ 436.10	\$ 25.00	\$ 1,225.00	\$ 1,225.00
11	Remove & Store Stone Paver Gravel Walkway	3.6	SY	\$ 121.00	\$ 435.60	\$ 435.60	\$ 60.00	\$ 216.00	\$ 216.00
12	Remove Concrete Driveway Apron	351.7	SY	\$ 67.60	\$ 23,774.92	\$ 23,774.92	\$ 27.00	\$ 9,495.90	\$ 9,495.90
13	Remove & Store Mailboxes	28.0	EA	\$ 134.00	\$ 3,752.00	\$ 3,752.00	\$ 100.00	\$ 2,800.00	\$ 2,800.00
14	Roadway Excavation Incl. Hauling	1,881.8	CY	\$ 38.20	\$ 71,884.76	\$ 71,884.76	\$ 40.00	\$ 75,272.00	\$ 75,272.00
15	Install Concrete Curb and Gutter	1,275.9	LF	\$ 38.20	\$ 48,739.38	\$ 48,739.38	\$ 30.00	\$ 38,277.00	\$ 38,277.00
16	Install Concrete Residential Entry Sidewalk	39.3	SY	\$ 149.00	\$ 5,855.70	\$ 5,855.70	\$ 85.00	\$ 3,340.50	\$ 3,340.50
17	Install Concrete Driveway Apron	352.0	SY	\$ 138.00	\$ 48,576.00	\$ 48,576.00	\$ 90.00	\$ 31,680.00	\$ 31,680.00
18	Install Concrete Laydown Curb	419.0	LF	\$ 33.10	\$ 13,868.90	\$ 13,868.90	\$ 32.00	\$ 13,408.00	\$ 13,408.00
19	Install Concrete Spill Curb	88.0	LF	\$ 42.80	\$ 3,766.40	\$ 3,766.40	\$ 35.00	\$ 3,080.00	\$ 3,080.00
20	Install Concrete Swale	98.0	LF	\$ 154.00	\$ 15,092.00	\$ 15,092.00	\$ 40.00	\$ 3,920.00	\$ 3,920.00
21	Reinstall Brick Edging & Gravel Walkway	6.6	SY	\$ 74.20	\$ 489.72	\$ 489.72	\$ 100.00	\$ 660.00	\$ 660.00
22	Reinstall & Brick Edging	49.0	LF	\$ 4.70	\$ 230.30	\$ 230.30	\$ 60.00	\$ 2,940.00	\$ 2,940.00
23	Reinstall Stone Paver Gravel Walkway	3.6	SY	\$ 123.00	\$ 442.80	\$ 442.80	\$ 100.00	\$ 360.00	\$ 360.00
23	Adjust Water Meters to Grade	28.0	EA	\$ 1,540.00	\$ 43,120.00	\$ 43,120.00	\$ 750.00	\$ 21,000.00	\$ 21,000.00
24	Adjust Existing Sanitary Sewer Manholes to Grade	2.0	EA	\$ 3,510.00	\$ 7,020.00	\$ 7,020.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00
25	Lime Stabilize Subgrade	3,829.0	SY	\$ 15.20	\$ 58,200.80	\$ 58,200.80	\$ 16.00	\$ 61,264.00	\$ 61,264.00
26	Install TENSAR GEOGRID TX-5 on Lime-Stabilized Subgrade	3,829.0	SY	\$ 3.75	\$ 14,358.75	\$ 14,358.75	\$ 5.00	\$ 19,145.00	\$ 19,145.00
27	Embankment	62.0	CY	\$ 14.40	\$ 892.80	\$ 892.80	\$ 70.00	\$ 4,340.00	\$ 4,340.00
28	Install Crushed Moisture Conditioned Limestone Flexible Base (6" Compacted Depth)	3,829.0	SY	\$ 16.40	\$ 62,795.60	\$ 62,795.60	\$ 12.00	\$ 45,948.00	\$ 45,948.00
29	Prime Coat	600.0	GAL	\$ 7.65	\$ 4,590.00	\$ 4,590.00	\$ 5.00	\$ 3,000.00	\$ 3,000.00
30	Install Asphalt Treated Base (4" Compacted Depth)	3,166.0	SY	\$ 29.90	\$ 94,663.40	\$ 94,663.40	\$ 25.00	\$ 79,150.00	\$ 79,150.00
31	Pave 2" Type "D" HMAC 70-22 Virgin Mix	3,166.0	SY	\$ 24.00	\$ 75,984.00	\$ 75,984.00	\$ 16.00	\$ 50,656.00	\$ 50,656.00
32	Replace Mailboxes	28.0	EA	\$ 349.00	\$ 9,772.00	\$ 9,772.00	\$ 200.00	\$ 5,600.00	\$ 5,600.00
33	Sodding & Topsoil	1,479.3	SY	\$ 16.90	\$ 25,000.17	\$ 25,000.17	\$ 14.00	\$ 20,710.20	\$ 20,710.20
34	Repair Irrigation	1.0	LS	\$ 5,250.00	\$ 5,250.00	\$ 5,250.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Total Price Calculated By GEI				\$ 777,361.20			\$ 576,474.20		
Total Price Given By Bidder				\$ 777,361.20			\$ 576,474.20		
Difference (Total Price Calculated By GEI-Total Price Given By Bidder)				\$ 10.00			\$ -		

Typo by Bidder

Calculation error by Bidder

Missing Proposal Inforamation.

Givler Engineering's professional opinion of cost is authorized by , Robert J. Browning, TX PE 79873 for the purposes of planning, budgeting, and evaluating contractor bids. TBPE Firm No. F-2573.



515 Busby Dr., Suite 101, San Antonio, Texas 78209
TPBPE No. F-2573

Item No.	DESCRIPTION	QTY.	UNIT	E-Z Bel Construction, LLC			D&D Contractors, INC		
				Unit Price Given by Bidder	Extension Given By Bidder	Extension Calc. By GEI	Unit Price Given by Bidder	Extension Given By Bidder	Extension Calc. By GEI
1	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 58,952.73	\$ 58,952.73	\$ 58,952.73
2	Insurance & Bond	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 13,572.93	\$ 13,572.93	\$ 13,572.93
3	Project Sign	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 880.57	\$ 880.57	\$ 880.57
4	Storm Water Pollution Prevention Plan	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 12,513.56	\$ 12,513.56	\$ 12,513.56
5	Traffic Control & Protection	1	LS	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 3,798.88	\$ 3,798.88	\$ 3,798.88
6	Remove Concrete Header Curb.	1,354.4	LF	\$ 4.00	\$ 4.00	\$ 5,417.60	\$ 4.38	\$ 5,930.52	\$ 5,932.27
7	Remove Concrete Entry Sidewalk	39.3	SY	\$ 0.01	\$ 0.01	\$ 0.39	\$ 27.97	\$ 1,099.22	\$ 1,099.22
8	Remove Concrete Flush Curb.	422.1	LF	\$ 0.01	\$ 0.01	\$ 4.22	\$ 3.88	\$ 1,637.75	\$ 1,637.75
9	Remove & Store Brick Edging & Gravel Walkway	6.6	SY	\$ 0.01	\$ 0.01	\$ 0.07	\$ 117.05	\$ 772.53	\$ 772.53
10	Remove & Store Brick Edging	49.0	LF	\$ 0.01	\$ 0.01	\$ 0.49	\$ 47.30	\$ 2,317.70	\$ 2,317.70
11	Remove & Store Stone Paver Gravel Walkway	3.6	SY	\$ 0.01	\$ 0.01	\$ 0.04	\$ 214.59	\$ 772.52	\$ 772.52
12	Remove Concrete Driveway Apron	351.7	SY	\$ 18.00	\$ 18.00	\$ 6,330.60	\$ 41.50	\$ 14,595.55	\$ 14,595.55
13	Remove & Store Mailboxes	28.0	EA	\$ 25.00	\$ 25.00	\$ 700.00	\$ 137.03	\$ 3,836.84	\$ 3,836.84
14	Roadway Excavation Incl. Hauling	1,881.8	CY	\$ 30.00	\$ 30.00	\$ 56,454.00	\$ 40.45	\$ 76,118.81	\$ 76,118.81
15	Install Concrete Curb and Gutter	1,275.9	LF	\$ 23.00	\$ 23.00	\$ 29,345.70	\$ 26.09	\$ 33,288.23	\$ 33,288.23
16	Install Concrete Residential Entry Sidewalk	39.3	SY	\$ 270.00	\$ 270.00	\$ 10,611.00	\$ 94.64	\$ 3,719.35	\$ 3,719.35
17	Install Concrete Driveway Apron	352.0	SY	\$ 160.00	\$ 160.00	\$ 56,320.00	\$ 124.87	\$ 43,954.24	\$ 43,954.24
18	Install Concrete Laydown Curb	419.0	LF	\$ 23.00	\$ 23.00	\$ 9,637.00	\$ 29.91	\$ 12,532.29	\$ 12,532.29
19	Install Concrete Spill Curb	88.0	LF	\$ 23.00	\$ 23.00	\$ 2,024.00	\$ 28.10	\$ 2,472.80	\$ 2,472.80
20	Install Concrete Swale	98.0	LF	\$ 100.00	\$ 100.00	\$ 9,800.00	\$ 93.23	\$ 9,136.54	\$ 9,136.54
21	Reinstall Brick Edging & Gravel Walkway	6.6	SY	\$ 300.00	\$ 300.00	\$ 1,980.00	\$ 320.40	\$ 2,114.64	\$ 2,114.64
22	Reinstall & Brick Edging	49.0	LF	\$ 300.00	\$ 300.00	\$ 14,700.00	\$ 56.05	\$ 2,746.45	\$ 2,746.45
23	Reinstall Stone Paver Gravel Walkway	3.6	SY	\$ 300.00	\$ 300.00	\$ 1,080.00	\$ 242.59	\$ 873.32	\$ 873.32
23	Adjust Water Meters to Grade	28.0	EA	\$ 400.00	\$ 400.00	\$ 11,200.00	\$ 552.23	\$ 15,462.44	\$ 15,462.44
24	Adjust Existing Sanitary Sewer Manholes to Grade	2.0	EA	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 2,378.90	\$ 4,757.80	\$ 4,757.80
25	Lime Stabilize Subgrade	3,829.0	SY	\$ 25.00	\$ 25.00	\$ 95,725.00	\$ 15.82	\$ 60,574.78	\$ 60,574.78
26	Install TENSAR GEOGRID TX-5 on Lime-Stabilized Subgrade	3,829.0	SY	\$ 4.00	\$ 4.00	\$ 15,316.00	\$ 6.89	\$ 26,381.81	\$ 26,381.81
27	Embankment	62.0	CY	\$ 50.00	\$ 50.00	\$ 3,100.00	\$ 22.12	\$ 1,371.44	\$ 1,371.44
28	Install Crushed Moisture Conditioned Limestone Flexible Base (6" Compacted Depth)	3,829.0	SY	\$ 24.00	\$ 24.00	\$ 91,896.00	\$ 18.62	\$ 71,295.98	\$ 71,295.98
29	Prime Coat	600.0	GAL	\$ 9.70	\$ 9.70	\$ 5,820.00	\$ 4.71	\$ 2,826.00	\$ 2,826.00
30	Install Asphalt Treated Base (4" Compacted Depth)	3,166.0	SY	\$ 40.00	\$ 40.00	\$ 126,640.00	\$ 31.59	\$ 100,013.94	\$ 100,013.94
31	Pave 2" Type "D" HMAc 70-22 Virgin Mix	3,166.0	SY	\$ 12.00	\$ 12.00	\$ 37,992.00	\$ 22.85	\$ 72,343.10	\$ 72,343.10
32	Replace Mailboxes	28.0	EA	\$ 400.00	\$ 400.00	\$ 11,200.00	\$ 183.28	\$ 5,131.84	\$ 5,131.84
33	Sodding & Topsoil	1,479.3	SY	\$ 12.00	\$ 12.00	\$ 17,751.60	\$ 15.74	\$ 23,284.18	\$ 23,284.18
34	Repair Irrigation	1.0	LS	\$ 750.00	\$ 750.00	\$ 750.00	not included	not included	not included
Total Price Calculated By GEI				\$	71,802.75	\$ 692,295.71	\$	691,081.28	\$ 691,083.04
Total Price Given By Bidder						\$ 629,295.71			\$ 691,081.28
Difference (Total Price Calculated By GEI-Total Price Given By Bidder)						\$ (63,000.00)			\$ (1.76)

- Typo by Bidder
- Calculation error by Bidder
- Missing Proposal Inforamation.

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515 Busby Dr., Suite 101, San Antonio, Texas 78209
TPBPE No. F-2573

Item No.	DESCRIPTION	QTY.	UNIT	Ruboca & Maya Construction, LLC			GEI Engineers Opinion of Cost (EOC)	
				Unit Price Given by Bidder	Extension Given By Bidder	Extension Calc. By GEI	Unit Price	Extension
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 62,470.45	\$ 62,470.45
2	Insurance & Bond	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 24,988.18	\$ 24,988.18
3	Project Sign	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
4	Storm Water Pollution Prevention Plan	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 24,988.18	\$ 24,988.18
5	Traffic Control & Protection	1	LS	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	\$ 18,741.14	\$ 18,741.14
6	Remove Concrete Header Curb.	1,354.4	LF	\$ 6.00	\$ 8,126.40	\$ 8,126.40	\$ 20.00	\$ 27,088.00
7	Remove Concrete Entry Sidewalk	39.3	SY	\$ 30.00	\$ 1,179.00	\$ 1,179.00	\$ 20.00	\$ 786.00
8	Remove Concrete Flush Curb.	422.1	LF	\$ 6.00	\$ 2,532.60	\$ 2,532.60	\$ 20.00	\$ 8,442.00
9	Remove & Store Brick Edging & Gravel Walkway	6.6	SY	\$ 48.00	\$ 316.80	\$ 316.80	\$ 30.00	\$ 198.00
10	Remove & Store Brick Edging	49.0	LF	\$ 15.00	\$ 735.00	\$ 735.00	\$ 30.00	\$ 1,470.00
11	Remove & Store Stone Paver Gravel Walkway	3.6	SY	\$ 48.00	\$ 172.80	\$ 172.80	\$ 30.00	\$ 108.00
12	Remove Concrete Driveway Apron	351.7	SY	\$ 34.00	\$ 11,957.80	\$ 11,957.80	\$ 20.00	\$ 7,034.00
13	Remove & Store Mailboxes	28.0	EA	\$ 50.00	\$ 1,400.00	\$ 1,400.00	\$ 80.00	\$ 2,240.00
14	Roadway Excavation Incl. Hauling	1,881.8	CY	\$ 58.00	\$ 109,144.40	\$ 109,144.40	\$ 40.00	\$ 75,272.00
15	Install Concrete Curb and Gutter	1,275.9	LF	\$ 32.00	\$ 40,828.80	\$ 40,828.80	\$ 35.00	\$ 44,656.50
16	Install Concrete Residential Entry Sidewalk	39.3	SY	\$ 95.00	\$ 3,733.50	\$ 3,733.50	\$ 150.00	\$ 5,895.00
17	Install Concrete Driveway Apron	352.0	SY	\$ 95.00	\$ 33,440.00	\$ 33,440.00	\$ 150.00	\$ 52,800.00
18	Install Concrete Laydown Curb	419.0	LF	\$ 32.00	\$ 13,408.00	\$ 13,408.00	\$ 35.00	\$ 14,665.00
19	Install Concrete Spill Curb	88.0	LF	\$ 32.00	\$ 2,816.00	\$ 2,816.00	\$ 35.00	\$ 3,080.00
20	Install Concrete Swale	98.0	LF	\$ 38.00	\$ 3,724.00	\$ 3,724.00	\$ 250.00	\$ 24,500.00
21	Reinstall Brick Edging & Gravel Walkway	6.6	SY	\$ 85.00	\$ 561.00	\$ 561.00	\$ 30.00	\$ 198.00
22	Reinstall & Brick Edging	49.0	LF	\$ 85.00	\$ 4,165.00	\$ 4,165.00	\$ 30.00	\$ 1,470.00
23	Reinstall Stone Paver Gravel Walkway	3.6	SY	\$ 85.00	\$ 306.00	\$ 306.00	\$ 30.00	\$ 108.00
23	Adjust Water Meters to Grade	28.0	EA	\$ 425.00	\$ 11,900.00	\$ 11,900.00	\$ 150.00	\$ 4,200.00
24	Adjust Existing Sanitary Sewer Manholes to Grade	2.0	EA	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,000.00
25	Lime Stabilize Subgrade	3,829.0	SY	\$ 18.00	\$ 68,922.00	\$ 68,922.00	\$ 12.00	\$ 45,948.00
26	Install TENSAR GEOGRID TX-5 on Lime-Stabilized Subgrade	3,829.0	SY	\$ 6.00	\$ 22,974.00	\$ 22,974.00	\$ 10.00	\$ 38,290.00
27	Embankment	62.0	CY	\$ 39.00	\$ 2,418.00	\$ 2,418.00	\$ 175.00	\$ 10,850.00
28	Install Crushed Moisture Conditioned Limestone Flexible Base (6" Compacted Depth)	3,829.0	SY	\$ 22.00	\$ 84,238.00	\$ 84,238.00	\$ 12.00	\$ 45,948.00
29	Prime Coat	600.0	GAL	\$ 6.00	\$ 3,600.00	\$ 3,600.00	\$ 10.00	\$ 6,000.00
30	Install Asphalt Treated Base (4" Compacted Depth)	3,166.0	SY	\$ 25.00	\$ 79,150.00	\$ 79,150.00	\$ 32.00	\$ 101,312.00
31	Pave 2" Type "D" HMAC 70-22 Virgin Mix	3,166.0	SY	\$ 22.00	\$ 69,652.00	\$ 69,652.00	\$ 20.00	\$ 63,320.00
32	Replace Mailboxes	28.0	EA	\$ 150.00	\$ 4,200.00	\$ 4,200.00	\$ 80.00	\$ 2,240.00
33	Sodding & Topsoil	1,479.3	SY	\$ 10.00	\$ 14,793.00	\$ 14,793.00	\$ 20.00	\$ 29,586.00
34	Repair Irrigation	1.0	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00
Total Price Calculated By GEI				\$ 681,894.10			\$ 758,392.45	
Total Price Given By Bidder				\$ 681,894.10			n/a	
Difference (Total Price Calculated By GEI-Total Price Given By Bidder)				\$ -			n/a	

- Typo by Bidder
- Calculation error by Bidder
- Missing Proposal Information.

Givler Engineering's professional opinion of cost is authorized by , Robert J. Browning, TX PE 79873 for the purposes of planning, budgeting, and evaluating contractor bids. TBPE Firm No. F-2573.

CITY OF UNIVERSAL CITY

Date: 7/26/2026

TO: City Council

FROM: Kim M. Turner, City Manager

SUBJECT: Consider Bid Acceptance of the 2026 Alley A-1 Rehabilitation Project

Historical Background

The Public Works Department has developed a plan to annually rehabilitate the existing Commercial and Residential Paved alleys within the city through its annual budgeting process. This year's 2026 budget included rehabilitating alley A-1 (100-500 blk of Amistad Blvd from Cordoba Drive to Granda Drive).

Action Requested

Recommend awarding the lowest responsible and responsive bid to Brooks Paving and Construction, LLC in the amount of \$256,446.34 who met all project requirements based on their qualifications and bid review. We believe they are well suited in completing this project on time and successfully.

Procurement Methodology

The Public Works Department advertised bids and received a total of six (6) responsive bids with Brooks Paving and Construction LLC as the lowest responsive responsible bidder. Please reference attached engineers' letter of recommendation and bid tabulation sheet.

Source and Amount of Funding

The 2026 A-1 Alley Rehabilitation Project was included in FY 26, General Fund Street Maintenance and Capital Improvement project budgets for \$513,635.00.

Staff Recommendation

Staff recommend approval of the lowest responsible and responsive bid to Brooks Paving and Construction, LLC in the amount of \$256,446.34 for the 2026 A-1 Alley Rehabilitation Project.

July 24, 2026

Mr. Randy Luensmann
Director of Public Works
City of Universal City
2150 Universal City Blvd.
Universal City, Texas 78148

Re: Recommendation of Award – 2026 Alley A1 Reconstruction Project

Dear Mr. Luensmann:

After reviewing the bids received for the Universal City 2026 Alley A1 Reconstruction Project, I recommend award of the construction contract to Brooke Paving and Construction, LLC in the amount of \$256,446.34.

Brooke Paving and Construction, LLC submitted the lowest responsible and responsive bid that met all project requirements. Based on their qualifications and bid review, we believe they are well-suited to complete this project successfully.

Please let me know if you require any additional information to proceed with the award.

Sincerely,



Roberto Erazo, PE - Project Manger



BID TABULATION 2026 ALLEY A1 RECONSTRUCTION

General Items				01-Hayden Paving, Inc		02-Brooke Paving & Construction, LLC		03-Westhill Paving, Inc		04-V.K. Knowlton Construction & Utilities, Inc		05-Alamo City Constructors, Inc		06-Rucoba & Maya Construction, LLC	
ITEM NO.	ITEM DESCRIPTION	UNIT	QTY	UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT	UNIT BID PRICE	BID AMOUNT
100.0	MOBILIZATION	LS	1	\$ 33,885.00	\$ 33,885.00	\$ 20,725.93	\$ 20,725.93	\$ 14,340.00	\$ 14,340.00	\$ 32,300.00	\$ 32,300.00	\$ 18,000.00	\$ 18,000.00	\$ 20,000.00	\$ 20,000.00
102.0	BLOCK SODDING	SY	1418	\$ 13.16	\$ 18,660.88	\$ 7.68	\$ 10,890.24	\$ 33.00	\$ 46,794.00	\$ 46.40	\$ 65,795.20	\$ 14.00	\$ 19,852.00	\$ 9.50	\$ 13,471.00
200.0	4IN FL BS (CMP IN PLC)(TY A GR 5)(FNAL POS)	SY	3881	\$ 11.33	\$ 43,971.73	\$ 9.06	\$ 35,161.86	\$ 13.65	\$ 52,975.65	\$ 12.60	\$ 48,900.60	\$ 10.00	\$ 38,810.00	\$ 15.00	\$ 58,215.00
201.0	PRIME COAT (MULTI OPTION)	GAL	779	\$ 5.72	\$ 4,455.88	\$ 5.83	\$ 4,541.57	\$ 9.76	\$ 7,603.04	\$ 8.45	\$ 6,582.55	\$ 5.00	\$ 3,895.00	\$ 12.00	\$ 9,348.00
203.0	4IN D-GR HMA TY-D SAC-B PG76-22 (VIRGIN MIX)	SY	3881	\$ 33.38	\$ 129,547.78	\$ 29.11	\$ 112,975.91	\$ 37.94	\$ 147,245.14	\$ 37.80	\$ 146,701.80	\$ 39.00	\$ 151,359.00	\$ 26.00	\$ 100,906.00
300.0	DRIVEWAYS (CONC)	SY	105	\$ 224.54	\$ 23,576.70	\$ 106.88	\$ 11,222.40	\$ 138.18	\$ 14,508.90	\$ 185.00	\$ 19,425.00	\$ 115.00	\$ 12,075.00	\$ 85.00	\$ 8,925.00
400.0	EXCAVATION (ROADWAY)(8" MOIST. COND. SUBGRADE)	CY	864	\$ 90.67	\$ 78,338.88	\$ 48.80	\$ 42,163.20	\$ 28.69	\$ 24,788.16	\$ 35.80	\$ 30,931.20	\$ 80.00	\$ 69,120.00	\$ 70.00	\$ 60,480.00
*340-6272	TACK COAT	GAL	391	\$ 4.58	\$ 1,790.78	\$ 3.66	\$ 1,431.06	\$ 11.36	\$ 4,441.76	\$ 8.55	\$ 3,343.05	\$ 5.00	\$ 1,955.00	\$ 12.00	\$ 4,692.00
*502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	2	\$ 940.16	\$ 1,880.32	\$ 1,687.50	\$ 3,375.00	\$ 2,105.00	\$ 4,210.00	\$ 6,620.00	\$ 13,240.00	\$ 2,600.00	\$ 5,200.00	\$ 1,500.00	\$ 3,000.00
*529-6014	CONC CURB (MOD)(TY 1)	LF	64	\$ 183.33	\$ 11,733.12	\$ 42.75	\$ 2,736.00	\$ 148.12	\$ 9,479.68	\$ 83.50	\$ 5,344.00	\$ 50.00	\$ 3,200.00	\$ 32.00	\$ 2,048.00
*531-6001	CONC SIDEWALKS (4")	SY	38	\$ 294.26	\$ 11,181.88	\$ 135.00	\$ 5,130.00	\$ 164.20	\$ 6,239.60	\$ 202.00	\$ 7,676.00	\$ 100.00	\$ 3,800.00	\$ 85.00	\$ 3,230.00
*5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	3881	\$ 6.05	\$ 23,480.05	\$ 1.57	\$ 6,093.17	\$ 5.85	\$ 22,703.85	\$ 3.55	\$ 13,777.55	\$ 5.00	\$ 19,405.00	\$ 4.00	\$ 15,524.00
CONSTRUCTION TOTAL				\$ 382,503.00		\$ 256,446.34		\$ 355,329.78		\$ 394,016.95		\$ 346,671.00		\$ 299,839.00	

* TXDOT BID ITEM