



KENNEDALE CITY COUNCIL AGENDA

SPECIAL MEETING | APRIL 2, 2026 AT 5:30 PM

CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL

B. INVOCATION AND PLEDGES OF ALLEGIANCE TO THE U.S. AND TEXAS FLAGS

"Honor the Texas Flag; I Pledge Allegiance to Thee, Texas, One State under God; One and Indivisible."

II. PUBLIC COMMENT

The Kennedale City Council welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The Kennedale City Council cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

III. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale City Council, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

B. CONSENT AGENDA

These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.

C. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Potential Land Purchase of Lots 1, 2, and 3, Block 10, OAK CREST ADDITION, an Addition in Tarrant County, Texas, according to the Map or Plat recorded in Volume 388-C, Page 81, Plat Records of Tarrant County, Texas.
2. Kennedale Fire Department Contract providing Fire and Ems Services to Tarrant County ESD1- FY 2026
3. Briar Court Hillside Sanitary Sewer Improvements Project

IV. EXECUTIVE SESSION

IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. If, during the course of the meeting and discussion of any items covered by this notice, the Kennedale City Council determines that a Closed or Executive session of the Board is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.074

personnel matters (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Kennedale City Council will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

A. Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property;

Description: Potential Land Purchase

V. RECONVENE INTO OPEN SESSION, AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

VI. ADJOURNMENT



CERTIFICATION: I DO HEREBY CERTIFY THAT THE APRIL 2, 2026 KENNEDALE CITY COUNCIL AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT THREE (3) DAYS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE CITY OF KENNEDALE WILL PROVIDE FOR REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING MEETINGS. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR SIGN INTERPRETER SERVICES MUST BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING BY CALLING 817-985-2104 OR (TTY) 1-800-735-2989.

A QUORUM OF THE KENNEDALE EDC, THE KENNEDALE PLANNING AND ZONING COMMISSION, BOARD OF ADJUSTMENT, KEEP KENNEDALE BEAUTIFUL COMMISSION, PARKS AND RECREATION BOARD, BUILDING BOARD OF APPEALS, TOWNCENTER DEVELOPMENT DISTRICT, OR TAX INCREMENT REINVESTMENT DISTRICT MAY BE PRESENT. NO ACTION WILL BE TAKEN BY THE ABOVE-LISTED BOARDS.

MEETING DATE: APRIL 2, 2026

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.A.

SUBJECT
REPORTS AND ANNOUNCEMENTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 2, 2026

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.B.

SUBJECT
CONSENT AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 2, 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.C.

SUBJECT

ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: APRIL 2, 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.C.1.

SUBJECT

Potential Land Purchase of Lots 1, 2, and 3, Block 10, OAK CREST ADDITION, an Addition in Tarrant County, Texas, according to the Map or Plat recorded in Volume 388-C, Page 81, Plat Records of Tarrant County, Texas.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



**STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL**

MEETING DATE: April 2 , 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.C.2

SUBJECT

Kennedale FD Contract providing Fire and EMS Services to Tarrant County ESD1 - FY 2026

ORIGINATED BY

Eric Peterson, Fire Chief

SUMMARY

This is a recurring contract with Tarrant County Emergency Services District 1 for the Kennedale Fire Department to respond to designated areas within the unincorporated area of Tarrant County located along our city limits. Mapping is attached to define the area of Tarrant County that is assigned to Kennedale FD. Monthly reports are provided to the ESD on emergency responses that Kennedale FD responded to within that defined area. Funding is provided and paid to the City of Kennedale quarterly. A flat payment of \$25,000 is provided for each year after renewing the contract. FY26 funding for Fire responses totals \$42,133, and EMS responses total \$22,400.

RECOMMENDATION

Approval; and Recommendation to the Council to also Approve this Item

ATTACHMENTS

1.	Kennedale FD Municipal Contract - FY 2026	Kennedale FD Municipal Contract - FY 2026.docx
2.	TCESD map area of KFD response	TCESD map area of KFD response.pdf

**CONTRACT FOR PROVIDING FIRE
EXTINGUISHMENT AND
EMERGENCY SERVICES
WITH A MUNICIPALITY**

THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This CONTRACT FOR PROVIDING FIRE EXTINGUISHMENT AND OTHER EMERGENCY SERVICES hereinafter called "Contract," effective as of the 1st day of October, 2025 ("Effective Date") is by and between the TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1, hereinafter referred to as "the DISTRICT", a political subdivision of the State of Texas duly organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775, Texas Health and Safety Code, and the CITY OF Kennedale, hereinafter called "the CITY", a Texas home rule municipality duly organized and operating under the laws of the State of Texas. The DISTRICT and the CITY may be collectively referred to herein as the "parties," or individually as a "party."

Witnesseth:

WHEREAS, the DISTRICT is a duly organized emergency services district and a political subdivision of the State of Texas created for the protection of life and property and to provide emergency services, with the full authority to carry out the objects of its creation, and to that end is authorized to enter into and perform any and all necessary contracts; and

WHEREAS, the Emergency Services District Act, found at Chapter 775 of the Texas Health and Safety Code ("the Act") provides the DISTRICT with the authority to enter into contracts with others, whereby fire extinguishment and other emergency services may be made available to the DISTRICT, upon such terms as the governing body of the DISTRICT and the entity provider such services shall determine; and

WHEREAS, the DISTRICT desires to secure fire extinguishment and other emergency services from the CITY for a specified portion of the DISTRICT hereinafter referred to as the "Service Area,"; and

WHEREAS, the CITY currently provides fire extinguishment and other emergency services within its own jurisdiction and is willing and able to furnish services to the Service Area at a level acceptable to the DISTRICT for the consideration hereinafter provided; and

WHEREAS, the DISTRICT has determined that it is in the best interest of the residents and property owners of the DISTRICT for the DISTRICT to enter into this Contract with the CITY; and

WHEREAS, the DISTRICT and the CITY each represent and warrant that each is in full compliance with all local, federal, and state laws applicable to its operations.

NOW THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree with the others as follows:

ARTICLE I DEFINITIONS

Section 1.01 Findings of Fact – The DISTRICT and the CITY find that the facts and statements set forth in the preamble to this Contract are true and correct for all purposes.

Section 1.02 Definitions – The following terms shall have the respective meaning assigned to them in this Article I wherever they are used in this Contract.

ACT – Means Chapter 775, Texas Health and Safety Code, Section, as amended.

BREACH OF CONTRACT – Means an act or circumstance by either party to this Contract, which violates or results in non-compliance with this Contract or any provision herein.

CITY – Means the **CITY OF** Kennedale, Texas, a home rule municipality. duly organized and existing under the laws of the State of Texas, and in full compliance at all times with same.

CONTRACT – Means this Contract and any properly executed amendments or supplements hereto.

CURRENT DISTRICT POLICIES – Means DISTRICT policies if any, in effect on the Effective Date of this Contract.

DISTRICT – Means **TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO. 1**, a political subdivision of the State of Texas created and operating pursuant to Section 48-e of Article III of the Texas Constitution and the Act, and in full compliance at all times with same.

EMERGENCY MEDICAL SERVICES or EMS – means those activities required for and related to providing service as an “Emergency Medical Services Provider” as defined by Chapter 773, Texas Health and Safety Code.

EMERGENCY SERVICES – Means those EMS and/or Fire Services the CITY agrees to provide to the Service Area under the terms of this Contract. The specific Emergency Services the CITY agrees to provide under this Contract are: All types of firefighting, rescue, and emergency medical response including ambulance transport if applicable to the contracting agency.

FIRE EXTINGUISHMENT SERVICES OR FIRE SERVICES – Means those activities which are required for and related to the control and extinguishment of fires.

SERVICE AREA – Means the geographic boundaries of a specific portion of the DISTRICT within which the CITY agrees to provide Emergency Services, which is described in **Appendix A**, attached hereto and incorporated herein for all purposes.

Section 1.03 Construction of Terms – If appropriate, in this Contract, words of the singular number shall be considered to include plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neutral gender shall be considered to include other genders.

ARTICLE II SERVICES TO BE PROVIDED

Section 2.01 General – During the term of this Contract, the CITY agrees to provide Emergency Services to the Service Area on a 24 hour per day seven days per week basis if available, as a fire apparatus, with the intent of the ESD providing the ambulance transport.

Section 2.02 Licenses and Certifications – The CITY agrees that it is legally licensed and certified to provide Emergency Services to the Service Area as called for by this Contract. The CITY further agrees to renew and maintain said licenses and certifications for the duration of this Contract.

Section 2.03 Dispatch Communications – The CITY agrees to utilize the Tarrant County Regional Communications Center (“TCRCC”) for all dispatch and fire ground communications subject to this Contract.

Section 2.04 Response Requirements

- A. **Proper Response.** For the purpose of this Section 2.04, a “Proper Response” means a CITY response to a call for assistance for Emergency Services within the Service Area that meets the same parameters for properly responding to a call for assistance for Emergency Services within the CITY’s own jurisdiction.

- B. **Minimum Response Requirement.** The CITY agrees that at least 80% of the calls for assistance for Emergency Services within the Service Area will receive a Proper Response. (“Minimum Response Requirement”).
- C. **Failure to Meet Minimum Response Requirement.**
1. Good Faith Meeting. If the DISTRICT believes that the CITY has failed to meet the Minimum Response Requirement for two (2) or more consecutive months, the parties agree to meet, upon written request of the DISTRICT, in good faith to review and discuss the response data and circumstances relating to the DISTRICT’s determination.
 2. Temporary Delay of Payment. If, after the meeting between the parties, the DISTRICT believes that the issue is likely to be repeated, the DISTRICT must notify the CITY in writing of its intent to temporarily delay any payment that may be due to be paid to the CITY for the next sixty (60) days to allow the CITY time to correct the issue to the DISTRICT’s satisfaction.
 3. Issue Corrected. At the conclusion of sixty (60) days, if the DISTRICT determines that the issue has been corrected, the DISTRICT must immediately release any payment that was temporarily withheld from the CITY during the correction period.
 4. Issue Not Corrected. If, at the conclusion of sixty (60) days, the DISTRICT determines that the issue has not been corrected, the parties may mutually agree, in writing signed by both parties, to extend the time period for correction of the issue and must address whether the delay of payment is extended as well.
 5. Termination Rights Not Affected. Nothing in this section or any other section of the Contract prohibits either party from exercising the right to terminate this Contract, with or without cause, upon sixty (60) days’ written notice to the other party.

Section 2.05 Reports and Other Information

- A. Reports Required. As soon as practicable after the provision of Emergency Services in the Service Area, the CITY shall complete a basic incident report in the CITY’s Record Management System (“RMS”). Reports shall be a complete and accurate description of the actions taken by the CITY’s personnel and shall include an appropriate narrative section.
- B. RMS Purchase Authorized. In the event that the CITY and the DISTRICT do not already use the same RMS provider, the CITY and the DISTRICT may agree that the DISTRICT will purchase a license for the DISTRICT’s

preferred RMS software for the CITY to use to document Emergency Services provided under this Contract. The parties not required to enter into such agreement, and under no circumstances is the CITY required to obtain or utilize the DISTRICT's preferred RMS software.

- C. Other Report Requirement. The CITY agrees to participate in the National Response Information System ("NERIS").

ARTICLE III EQUIPMENT, MAINTENANCE, AND OPERATION

Section 3.01 Maintenance and Operation – The parties hereto agree that during the term of this Contract, the DISTRICT shall have no responsibility or liabilities whatsoever for operating, maintaining, repairing, and ensuring any equipment by which Emergency Services are provided by the CITY except as outlined in **Appendix B**, attached hereto, entitled "Maintenance and Repair of DISTRICT-Owned Equipment." Any other such responsibilities belong solely to the CITY.

Section 3.02 ISO Rating – In order to accomplish a county-wide Insurance Services Office ("ISO") rating improvement, the CITY agrees that all of its apparatus are equipped in accordance with the latest adopted version of National Fire Protection Association ("NFPA") 1901 and shall have in place a program to annually:

- Test its full complement of hoses in accordance with NFPA 1961; and
- Test its full complement of ground ladders in accordance with NFPA 1932; and
- Test the pumps of its Class A Engines in accordance with NFPA 1911.

Section 3.03 Inspection of Equipment

- A. Right to Inspect. The DISTRICT has the right to inspect DISTRICT-owned equipment and records related to maintenance of DISTRICT-owned equipment, if any, in possession of the CITY upon reasonable request.
- B. Re-Inspection. In the event that the DISTRICT notifies the CITY in writing that it has determined, based on an inspection made under this section, that DISTRICT-owned equipment is not in operating condition based on the NFPA standards described in Section 3.02, the CITY will authorize a re-inspection of such equipment by the DISTRICT to be conducted within fifteen (15) days.
- C. Temporary Delay of Payment. In the event that the DISTRICT determines, based on a re-inspection made under this section, that the DISTRICT-owned equipment is still not in operating condition based on the NFPA standards described in Section 3.02, the DISTRICT must notify the CITY in

writing of its intent to temporarily delay any payment that may be due to be paid to the CITY for the next sixty (60) days to allow the CITY time to correct the issue to the DISTRICT's satisfaction.

- D. Issue Corrected. At the conclusion of sixty (60) days, if the DISTRICT determines that the issue has been corrected, the DISTRICT must immediately release any payment that was temporarily withheld from the CITY during the correction period.
- E. Issue Not Corrected. If, at the conclusion of sixty (60) days, the DISTRICT determines that the issue has not been corrected, the parties may mutually agree, in writing signed by both parties, to extend the time period for correction of the issue and must address whether the delay of payment is extended as well.
- F. Termination Rights Not Affected. Nothing in this section or any other section of the Contract prohibits either party from exercising the right to terminate this Contract, with or without cause, upon sixty (60) days' written notice to the other party.

Section 3.04 Out of Service Apparatus and Equipment – The CITY shall notify TCRCC when, for any reason, DISTRICT-owned equipment is out of service for more than twenty-four (24) continuous hours. When the DISTRICT-owned equipment is put back in service the CITY will notify the TCRCC of same.

ARTICLE IV INSURANCE AND INDEMNIFICATION

Section 4.01 Workers' Compensation Coverage – The CITY shall maintain statutory workers' compensation coverage for its employees, officers and volunteers regarding the CITY's performance under this contract. The CITY recognizes that the DISTRICT has no responsibility to furnish this coverage and CITY waives any right to pursue the DISTRICT for liability regarding payments for this coverage or for liability regarding payments for claims filed against this coverage.

Section 4.02 Assignment of Liability – The CITY shall be responsible for any civil liability or costs that may arise from the Emergency Services that the CITY provides under this Contract. The parties agree pursuant to Section 791.006 (a-1) of the Texas Government Code that assignment of liability provided by this Contract is intended to be different than liability otherwise assigned under Section 791.006 (a) of the Texas Government Code, which provides that “the governmental unit that would have been responsible for furnishing the services in the absence of the contract is responsible for any civil liability that arises from the furnishing of those services.” The parties also agree that pursuant to Section 775.0366 (e) of the Texas Health and Safety Code that assignment of liability provided by this Contract is intended to be different than liability

otherwise assigned under Section 775.0366 (d), which provides that the “district is responsible for any civil liability that arises from furnishing those services if the district would have been responsible for furnishing the services in the absence of the contract.” It is expressly understood and agreed, however, that in the execution of this Contract, neither the CITY nor the DISTRICT waives, nor shall be deemed to waive, any immunity or defenses that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, including the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Civil Practice and Remedies Code, or other law.

Section 4.03 Line of Duty – When an employee or volunteer of the responding CITY is performing duties under the terms of this Contract, that person is considered to be acting in the line of duty for the CITY for the purposes of 32 U.S.C.A., Section 3796; is considered to be in performance of duties for the CITY within the applicable provisions of Chapter 615 of the Texas Government Code, and of Chapter 142, Texas Local Government Code; and shall be entitled to any other benefits which accrue under law as a result of injury, death, or loss which occurs while in the line of duty for the CITY under this Contract. This section does not increase the DISTRICT’s liability under this Contract.

ARTICLE V PAYMENTS BY DISTRICT

Section 5.01 Fire Service Compensation – the DISTRICT agrees to pay the CITY an estimated total sum of 42,133 during the term of this Contract for Fire Services provided by the CITY in the Service Area. The DISTRICT will make equal quarterly payments to the CITY in the amount of \$10,533 per quarter based on this estimated total sum, with the final quarterly payment being subject to adjustment based on the pricing and payment details set forth in **Appendix C**, attached hereto, entitled “Funding Mechanism, Response Expectations, and Response Reporting.”

Section 5.02 EMS Compensation – If provided by the CITY under this Contract, the DISTRICT agrees to pay the CITY an estimated total sum of \$22,400 during the term of this Contract for Emergency Medical Services provided by the CITY in the Service Area. The DISTRICT will make equal quarterly payments to the CITY in the amount of \$5,600 based on this estimated total sum, with the final quarterly payment being subject to adjustment based on the pricing and payment details set forth in **Appendix C**.

Section 5.03 Additional Funding Details – In order to receive the payment due for each quarter, the CITY will provide to the DISTRICT a fiscal year-to-date summary report of all incidents responded to in the Service Area by the CITY. Additional details regarding funding, final quarterly payment calculation, the payment schedule, and response expectations are included in **Appendix C**. All funds to be provided hereunder shall be from current funds only.

Section 5.04 Initial Lump Sum Payment – In addition to the monetary amounts set forth in Sections 5.01 and 5.02, and prior to the payment of any of the above-described quarterly payments, the DISTRICT will pay the CITY a lump sum of twenty-five thousand and 00/100 (\$25,000.00) by October 31st of the current fiscal year. This payment is intended to help offset the operational costs of the CITY.

Section 5.05 Use of District Funds – Pursuant to Section 775.073, Texas Health & Safety Code, and other applicable law, it is understood and agreed by the parties that any funds allocated by the DISTRICT to the CITY are for maintenance and operation expenses only in the provision of the Emergency Services set forth herein, and the CITY, unless otherwise agreed to by the parties in writing, shall not use any DISTRICT allocated funds for the purchase, lease, or acquisition of any real or personal property, and any real or personal property of the CITY shall remain the sole property of the CITY, unless DISTRICT allocated funds are used to purchase, lease, or otherwise acquire real or personal property. The parties further agree that the DISTRICT does not have any ownership interest in the real and personal property owned by the CITY, except for real or personal property purchased with DISTRICT allocated funds. The DISTRICT's payments made to the CITY for services rendered under this Contract do not create an ownership interest in the real and personal property of the CITY.

ARTICLE VI ASSIGNMENT AND MODIFICATION

Section 6.01 Assignment – This Contract shall not be assignable by the CITY or the DISTRICT in whole or in part without obtaining the prior written consent of the other party. Further, this Contract may be modified only upon the prior written consent of the parties. In the event that either the CITY or the DISTRICT desires a change in the Service Area or the scope of Emergency Services to be rendered hereunder, this Contract may be amended, and the payments may be adjusted accordingly but only upon the prior written agreement of both parties. It is understood and agreed between the parties that the DISTRICT may not expand the Service Area of the CITY without the CITY'S prior written approval.

ARTICLE VII MISCELLANEOUS

Section 7.01 Compliance with Law – The CITY and DISTRICT shall observe and comply with all local, state, and federal laws, rules, and regulations applicable to the performance of obligations under this Contract.

Section 7.02 Term – This Contract shall be for a period of twelve (12) months commencing on the 1st day of October of 2025 and ending at 12:00 midnight on September 30, 2026. It is understood by THE CITY and DISTRICT that the DISTRICT shall prepare a new contract so that it may be signed on or before September 30, 2026.

Section 7.03 Termination – Notwithstanding any other language or provision in this Contract, either party may elect to terminate this Contract with or without cause upon 60 days' written notice to the non-canceling party. In the event of termination, the DISTRICT will pay a prorated share of the monies due for the remainder of that quarter only if the CITY provides services as required in the Contract during the period of time leading up to the termination date.

Section 7.04 Liaison – The CITY Manager, Administrator of Record (Sec 773.05711), or designee shall be the liaison with the DISTRICT.

Section 7.05 Notices – All notices required or permitted to be sent hereunder shall be deemed received three (3) days after the date sent by electronic mail, addressed to the party at the electronic mail address set forth below, three (d) days after the date sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below, or on the day actually received if sent by courier or otherwise hand-delivered to the following addresses:

If to the **DISTRICT**:

TARRANT COUNTY EMERGENCY SERVICES DISTRICT NO.1
ATTN: Executive Director
4900 River Oaks Blvd.
River Oaks, TX 76114
Email: russell.shelley@tarrantesd1.org
With a copy to: alicia.johnson@tarrantesd1.org

If to the **CITY**:

CITY OF Kennedale
ATTN: Fire Chief Eric Peterson
405 Municipal Dr.
Kennedale, TX 76060
Email: epeterson@cityofkennedale.com

The DISTRICT or the CITY may, by notice hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 7.06 Binding Effect – This Contract shall insure to the benefit of and shall be binding upon the DISTRICT and the CITY, and their respective successors and assigns.

Section 7.07 Severability – In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof, unless the provision invalidated should invalidate a material obligation of either party.

Section 7.08 Execution and Counterpart – This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one in the same instrument.

Section 7.09 Captions – The captions or heading in this Contract are for convenience only and in no way define, limit or otherwise describe the scope or intent of any provision or section of the Contract.

Section 7.10 Independent Contractor; Implied Rights; Conferring Rights – Nothing in this Contract shall be construed as creating a partnership, association, or joint venture. No party shall be deemed to control the other party. It is further agreed that in the performance of all obligations undertaken by this Contract, the CITY is an independent contractor with the right to supervise, manage, control, and direct the performance of Emergency Services provided under this Contract. The parties do not intend to create any obligations express or implied other than those specifically set forth herein and this Contract will not create rights in parties not signatories hereto. The employees of the CITY are not employees or agents of the DISTRICT by virtue of this Contract. The employees of the DISTRICT are not employees or agents of the CITY by virtue of this Contract. By entering into this Contract, neither the DISTRICT nor the CITY waives, nor shall either party be deemed to waive, any rights, defenses, or immunities either party may have under any applicable federal, state, or local statute, law, rule or regulation. Additionally, this Contract does not confer any rights on third parties who are not signatories to this Contract. Therefore, no person may bring suit against the CITY or the DISTRICT regarding the performance of this Contract as a third-party beneficiary of this Contract.

Section 7.11 Non-Exclusive Agreement – In order to ensure to the greatest extent practical that there will be sufficient equipment and emergency resources available to the DISTRICT, the parties acknowledge that the CITY may enter into Mutual Aid Agreements or other agreements with other non-DISTRICT emergency services organizations, fire departments, or municipalities in the area for provision of Emergency Services. The DISTRICT may also make agreements for service with other agencies or directly provide DISTRICT resources for the provision of emergency services in the Service Area.

Section 7.12 Governing Law – This Contract will be governed by the laws of the State of Texas, and venue for any action concerning this Contract shall lie in Tarrant County, Texas.

Section 7.13 Enforcement – In enforcing the performance of the provisions of this Contract all parties shall have the right to the exercise of all procedures available under applicable law or equity. No waiver or breach of any term or condition of this Contract shall be construed to waive any subsequent waiver or breach of the same or any other term or condition of this Contract.

Section 7.14 Force Majeure – To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the period specified of any

obligation or duty placed on such party by any reason of or through strikes, stoppage of labor, riot, flood, failure of utilities, public water supply, invasions, insurrections, the order of any court, judge, or civil authority, pandemic or epidemic, or of act of God, then, in such event, the time for the performance of such obligation or duty shall be suspended until such inability to perform is removed.


Section 7.15 Defined Terms – The defined terms in this Contract shall have the meanings as defined herein whether or not the term appears in all capitalized letters or in upper and lower-case letters.


Section 7.16 Communications – The parties acknowledge that the typical form of regular communications between the DISTRICT and the CITY regarding the services provided under this Contract is e-mail. Therefore, it is the responsibility of both parties to immediately inform the other of any changes to agency contact information.

DISTRICT SIGNATURE

Signed this 19 day of March, 2026.

TARRANT COUNTY EMERGENCY SERVICES DISTRICT #1
4900 River Oaks Blvd.
River Oaks, TX 76114

By: 
Donnie Davis, President

ATTEST:
By: 
Richard Casarez, Secretary/Treasurer

CITY SIGNATURE

Signed this _____ day of _____, 2026.

**CITY OF Kennedale
405 Municipal Dr.
Kennedale, TX 76060**

By: _____
[NAME, TITLE]

ATTEST:

By: _____
[NAME, CITY SECRETARY]

Appendix A Service Area Map



Appendix B

Maintenance and Repair of DISTRICT-Owned Equipment

The DISTRICT may provide equipment such as water tenders and/or brush trucks to the entities providing services to the DISTRICT. The specific equipment provided by the DISTRICT to the CITY under this Contract is as follows: **Not Applicable** (the "Equipment"). The Equipment is owned and insured by the DISTRICT, but the CITY is permitted to use the Equipment, not only for the purpose of providing Emergency Services under this Contract, but within its own community and in service to its mutual aid partners, if any, as well. Therefore, maintenance and repair of the Equipment will be shared between the DISTRICT and the CITY as follows:

DISTRICT Responsibilities for Maintenance & Repair:

- (1) Annual comprehensive preventative maintenance service
- All unexpected repairs that are over \$500
- Replacement of tires every two years
- Annual pump testing
- Repair or replacement of DISTRICT-provided loose equipment items

CITY Responsibilities for Maintenance & Repair:

- All light bulbs, added operating fluids, windshield wipers, and any other minor maintenance items
- Unexpected repairs that are less than \$500
- Annual hose and ladder testing if applicable

Appendix C Funding Mechanism, Response Expectations, and Response Reporting

The following information is meant to clarify the FY 2026 funding mechanism and to provide additional detail regarding the expectations of the DISTRICT for the various entities providing services to the DISTRICT.

Purpose of Funding Mechanism

- The purpose and intent of the funding mechanism for FY 2026 is to ensure that each entity providing services to the DISTRICT is compensated fairly when analyzed on a per call or per incident basis.
- Funding for FY 2026 is structured, in basic terms, as follows: an initial lump sum payment of \$25,000.00 paid by the DISTRICT in October, followed by four (4) quarterly payments that are equal in amount, with the final quarterly payment subject to adjustment based on the pricing and calculations provided herein.

Payment Schedule

The DISTRICT will make quarterly payments as follows:

Q1: Oct, Nov, Dec

- Amount of \$10,533 Paid by Jan 25th

Q2: Jan, Feb, March

- Amount of \$10,533 Paid by April 25th

Q3: April, May, June

- Amount of \$10,533 Paid by July 25th

Q4: July, Aug, Sep

- Paid by October 25th according to the pricing and calculations set forth below.

Calculation of Final Quarterly Payment

The final quarterly payment will be calculated by increasing or decreasing the quarterly payment of \$10,533 based on the actual number and type of responses that each entity provided in the entity's Service Area within the DISTRICT during the entire term of this Contract, according to the pricing contained herein.

Fire Response/EMS First Response Funding:

- \$1,300.00/fire incident for fire responses. Fire responses include all types of fires, investigations, major accidents, Haz Mat related incidents, and technical rescues.
- In the event of a large-scale incident of any nature, which is defined as an incident lasting more than six (6) hours, all responding entities will receive a stipend of \$1,000.00 to offset expenses for an incident of this nature.
- Emergency medical incidents of priority 1 or 2 nature (life threatening or potentially life threatening) as determined by emergency medical dispatch will be funded at a rate of \$350.00 per incident for one Basic Life Support first response unit with at least two medically certified (ECA or greater) personnel. Advanced Life Support first responses will be funded at \$500.00 per incident with the same minimum staffing requirements.
- Service call responses such as lift assists and welfare checks will be funded at \$350.00 per incident.
- Cancellations while enroute, no incident found, deceased on scene, and similar type responses will be funded at \$250.00 per incident.
- Community activities such as smoke detector installs, PR event attendance, and the like do not qualify for funding from the DISTRICT.

EMS Transport Funding:

- Ambulances responding for the transport of sick or injured parties will be paid at a rate of \$750.00 per transport.
- Incidents requiring transport services from more than one ambulance will be paid at the same \$750.00 rate for a transport.

- There will be no additional fee paid if more than one patient is transported in the ambulance at the same time.
- Transport refusals at the patient's discretion will be paid at a rate of \$400.00.
- If an ambulance is cancelled while still responding to an incident, a fee of \$250.00 will be paid to the responding agency.
- Monthly reports that summarize all responses by type (form will be provided) will be required prior to issuance of quarterly payments.

Payment Schedule

The DISTRICT will make quarterly payments as follows:

Q1: Oct, Nov, Dec

- Amount of \$5,600 Paid by Jan 25th

Q2: Jan, Feb, March

- Amount of \$5,600 Paid by April 25th

Q3: April, May, June

- Amount of \$5,600 Paid by July 25th

Q4: July, Aug, Sep

- Paid by October 25th according to the pricing and calculations set forth below.

Calculation of Final Quarterly Payment

The final quarterly payment will be calculated by increasing or decreasing the quarterly payment of \$5,600 based on the actual number and type of responses that each entity provided in the entity's Service Area within the DISTRICT during the entire term of this Contract, according to the pricing contained herein.

DISTRICT Expectations:

- An entity providing services in the DISTRICT will respond to calls for assistance in the entity's Service Area within the DISTRICT with a single, properly staffed and equipped fire apparatus or ambulance (as applicable) with the appropriate number of staff of certified personnel.

- There is no requirement or expectation for any entity to provide a multi-unit response.
- An entity providing services within the DISTRICT may, in its sole discretion, choose to send an additional single, properly staffed and equipped fire apparatus with the appropriate number of staff of certified personnel to ensure adequate resources arrive within the initial and most critical time period for operational effectiveness and the safety of responding personnel. The DISTRICT will reimburse the cost of the additional fire apparatus at the rate of \$1,300.00. For clarity, this means that a fire response call is paid at the rate of \$1,300.00, and an entity can be reimbursed an additional \$1,300.00 under this provision for a total payment of \$2,600.00 for the call. The DISTRICT will only support this provision for confirmed working structure fires.
- When a responding entity's Chief Officer or Company Officer, not arriving as or being part of an apparatus crew, performs the critical role of Incident Commander ("IC") for a confirmed structure fire, large scale grass fire, vehicle accident involving extrication, or other critical, large-scale, complex incident, the DISTRICT will reimburse the cost of the IC at the rate of \$750.00.
- The DISTRICT will only provide additional compensation for providing a multi-unit response or engaging Officer-level personnel to serve as IC as provided in this Appendix C. The decision to provide these services in amounts beyond those specified herein, is solely at the discretion (and cost) of the entity.
- When providing services within the DISTRICT, the apparatus staffing standards applied shall mirror the apparatus staffing standards employed for incidents occurring within the responding entity's original jurisdiction. The DISTRICT's staffing standard requires a minimum of three (3) certified personnel on a fire engine, one (1) firefighter on a water tender, and two (2) personnel on a brush truck.
- Completion of the provided form for response documentation will be the primary means of response tracking. In the event of any concerns involving responses

and/or response types, the entities providing services will cooperate in providing the DISTRICT with access to incident reports and/or dispatch information.

[SEE NEXT PAGE FOR FIRE AND EMS FUNDING WORKSHEETS]

Fire Funding Worksheet

Month	Fires, MVA's, Rescues	Fee	ALS First Response	BLS First Response	Fee	Service Incidents	Fee	Cancelled Enroute	Fee	Total Incidents by Month	Total FY 2027 Funding by Month
October		\$0			\$0		\$0		\$0	0	\$0
November		\$0			\$0		\$0		\$0	0	\$0
December		\$0			\$0		\$0		\$0	0	\$0
Q1 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
January		\$0			\$0		\$0		\$0	0	\$0
February		\$0			\$0		\$0		\$0	0	\$0
March		\$0			\$0		\$0		\$0	0	\$0
Q2 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
April		\$0			\$0		\$0		\$0	0	\$0
May		\$0			\$0		\$0		\$0	0	\$0
June		\$0			\$0		\$0		\$0	0	\$0
Q3 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
July		\$0			\$0		\$0		\$0	0	\$0
August		\$0			\$0		\$0		\$0	0	\$0
September		\$0			\$0		\$0		\$0	0	\$0
Q4 Totals	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0
Total by Type	0	\$0	0	0	\$0	0	\$0	0	\$0	0	\$0

EMS Funding Worksheet

Month	Ambulance Transports	Fee	No Transport	Fee	Cancelled Enroute	Fee	Total Incidents by Month	Total FY 2027 Funding by Month
October		\$0		\$0		\$0	0	\$0
November		\$0		\$0		\$0	0	\$0
December		\$0		\$0		\$0	0	\$0
Q1 Totals	0	\$0	0	\$0	0	\$0	0	\$0
January		\$0		\$0		\$0	0	\$0
February		\$0		\$0		\$0	0	\$0
March		\$0		\$0		\$0	0	\$0
Q2 Totals	0	\$0	0	\$0	0	\$0	0	\$0
April		\$0		\$0		\$0	0	\$0
May		\$0		\$0		\$0	0	\$0
June		\$0		\$0		\$0	0	\$0
Q3 Totals	0	\$0	0	\$0	0	\$0	0	\$0
July		\$0		\$0		\$0	0	\$0
August		\$0		\$0		\$0	0	\$0
September		\$0		\$0		\$0	0	\$0
Q4 Totals	0	\$0	0	\$0	0	\$0	0	\$0
Total by Type	0	\$0	0	\$0	0	\$0	0	\$0

MEETING DATE: April 2, 2026

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.C3

SUBJECT:

Consider the execution of a construction contract with A8 Development, LLC. for the Briar Ct./Hillside Sanitary Sewer Improvements.

ORIGINATED BY:

Kristian Sugrim

SUMMARY:

The Briar Ct./ Hillside Sanitary Sewer improvement project had been identified as a sewer segment for upgrade in 2022. Subsequently, the Kennedale City Council approved this capital project in the FY24-25 budget. This improvement will eliminate the existing bottleneck, constant backups, overflows and customer complaints. It will involve the replacement of portions of the existing 6” ductile iron pipe and 12” clay pipe, with approximately 1,400 LF. of 12” PVC sanitary sewer pipe. Also, it will include the abandoning, in-place, by way of cutting, grouting and plugging the 12” clay pipe under the swimming pool at 628 Briar Ct. Similarly, this project will improve the erosion issues along the creek line with the installation of approximately 210 CYs. of gabion wall, rock rip-rap and flowable fill.

Bids for the contract were publicly open and readout aloud on Wednesday, March 11, 2026, at 1:00 p.m. Of the seven bids received, the apparent low bidder was A8 Development.

RECOMMENDATION:

Staff recommends that the Kennedale’s City Council authorize the execution of the construction contract with A8 Development, LLC. for the Briar Ct./ Hillside Sanitary Sewer Improvements for Six Hundred Forty-Two Thousand Eight Hundred and Seventy-Eight dollars, \$642,878.50.

ATTACHMENTS:

REALIGN SEWER WITH NEW 12" PVC BY OPEN CUT AND INSTALL NEW MANHOLE

8" BY TRENCHLESS INSTALLATION

**850 LF of 12" Sewer
240 LF of 8" Sewer**

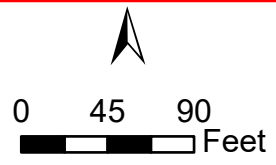
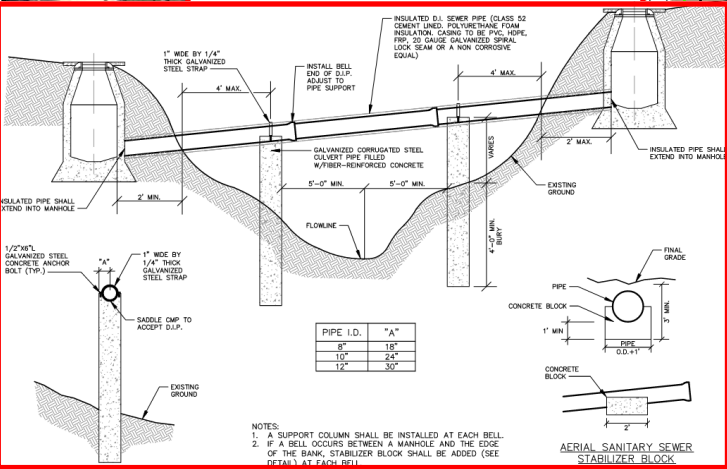
ABANDON IN PLACE EXISTING 12" VCP SEWER

OPEN CUT INSTALL 12" DUCTILE IRON PIPE ACROSS CHANNEL WITH AERIAL CROSSING SUPPORT COLUMNS, WITH CONCRETE RIPRAP FOR DITCH STABILIZATION AND SUPPORT OF AERIAL SEWER CROSSING

12" BY TRENCHLESS INSTALLATION

OPEN CUT INSTALL 12" DUCTILE IRON PIPE ACROSS DITCH WITH CONCRETE RIPRAP FOR DITCH STABILIZATION AND SUPPORT OF AERIAL SEWER CROSSING

OPEN CUT 12" PVC BETWEEN NEXT SEGMENT OF MANHOLES



- Fire Hydrant
- Water Valve
- Waterline
- Parcel
- Sewer Line
- Sewer Manhole
- 12" SS Replacement

BRIAR COURT SS Aerial Crossing

City of Kennedale

Project Title: Briar Court Sanitary Sewer Improvements
Project No. R0059382.01

BIDS OPENED: March 11, 2026
CONTRACT TIME: 1:00 PM

ITEM	DESCRIPTION	BID QTY	UNIT	A8 Development LLC 1704 Keller Pkwy Keller, TX 76248		Capital Underground Utilities, LLC 918 Tassell ST Houston, TX 77076		Renoworks, LLC 2705 E Davis Rd Edinburg, TX 78542		Canary Construction, Inc. 802 N. Kealy Ave, Suite 101 Lewisville, TX 75057		C-Con Services, Inc. 118 Hillside Dr Lewisville, TX 75057		Dallas Underground, LLC 250 Short Blvd Dallas, TX 75232		Contractor 7 Address Line 1 Address Line 2		ENGINEER OPION OF COST	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization	1	LS	\$ 45,000.00	\$ 45,000.00	\$ 25,200.00	\$ 25,200.00	\$ 30,000.00	\$ 30,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 45,890.00	\$ 45,890.00	\$ 10,000.00	\$ 10,000.00	\$ 40,000.00	\$ 40,000.00
2	Temporary Erosion, Sedimentation And Water Pollution Prevention (SWPPP)	1	LS	\$ 9,250.00	\$ 9,250.00	\$ 7,200.00	\$ 7,200.00	\$ 4,500.00	\$ 4,500.00	\$ 5,000.00	\$ 5,000.00	\$ 10,800.00	\$ 10,800.00	\$ 11,745.00	\$ 11,745.00	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
3	General Site Preparation	1	LS	\$ 18,500.00	\$ 18,500.00	\$ 12,500.00	\$ 12,500.00	\$ 11,000.00	\$ 11,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,360.00	\$ 12,360.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00	\$ 30,000.00
4	Pre CCTV of Sanitary Sewer	1,415	LF	\$ 7.25	\$ 10,258.75	\$ 6.00	\$ 8,490.00	\$ 4.75	\$ 6,721.25	\$ 5.00	\$ 7,075.00	\$ 5.00	\$ 7,075.00	\$ 4.00	\$ 5,660.00	\$ 6.00	\$ 8,490.00	\$ 5.00	\$ 7,075.00
5	Post CCTV of Sanitary Sewer	1,389	LF	\$ 7.25	\$ 10,070.25	\$ 6.00	\$ 8,334.00	\$ 3.50	\$ 4,861.50	\$ 3.00	\$ 4,167.00	\$ 5.00	\$ 6,945.00	\$ 4.00	\$ 5,556.00	\$ 7.00	\$ 9,723.00	\$ 5.00	\$ 6,945.00
6	Remove 6" DIP	112	LF	\$ 36.00	\$ 4,032.00	\$ 22.00	\$ 2,464.00	\$ 30.00	\$ 3,360.00	\$ 45.00	\$ 5,040.00	\$ 48.00	\$ 5,376.00	\$ 51.00	\$ 5,712.00	\$ 70.00	\$ 7,840.00	\$ 15.00	\$ 1,680.00
7	Remove 8" DIP	73	LF	\$ 41.00	\$ 2,993.00	\$ 22.00	\$ 1,606.00	\$ 40.00	\$ 2,920.00	\$ 50.00	\$ 3,650.00	\$ 48.00	\$ 3,504.00	\$ 51.00	\$ 3,723.00	\$ 70.00	\$ 5,110.00	\$ 15.00	\$ 1,095.00
8	Remove 12" PVC	296	LF	\$ 47.00	\$ 13,912.00	\$ 22.00	\$ 6,512.00	\$ 50.00	\$ 14,800.00	\$ 55.00	\$ 16,280.00	\$ 48.00	\$ 14,208.00	\$ 37.00	\$ 10,952.00	\$ 70.00	\$ 20,720.00	\$ 15.00	\$ 4,440.00
9	Remove Sanitary Sewer Manhole	9	EA	\$ 1,650.00	\$ 14,850.00	\$ 1,450.00	\$ 13,050.00	\$ 1,100.00	\$ 9,900.00	\$ 2,000.00	\$ 18,000.00	\$ 2,760.00	\$ 24,840.00	\$ 4,665.00	\$ 41,985.00	\$ 1,000.00	\$ 9,000.00	\$ 2,500.00	\$ 22,500.00
10	Cut, Plug, Grout and Abandon 12" Sanitary Sewer	88	LF	\$ 58.00	\$ 5,104.00	\$ 90.00	\$ 7,920.00	\$ 25.00	\$ 2,200.00	\$ 30.00	\$ 2,640.00	\$ 102.00	\$ 8,976.00	\$ 73.00	\$ 6,424.00	\$ 60.00	\$ 5,280.00	\$ 50.00	\$ 4,400.00
11	12" PVC SDR 26 Sanitary Sewer Pipe By Open Cut	413	LF	\$ 198.00	\$ 81,774.00	\$ 170.00	\$ 70,210.00	\$ 150.00	\$ 61,950.00	\$ 130.00	\$ 53,690.00	\$ 204.00	\$ 84,252.00	\$ 109.00	\$ 45,017.00	\$ 475.00	\$ 196,175.00	\$ 160.00	\$ 66,080.00
12	12" PVC SDR 26 Sanitary Sewer Pipe By Pipe Burst	846	LF	\$ 215.00	\$ 181,890.00	\$ 140.00	\$ 118,440.00	\$ 150.00	\$ 126,900.00	\$ 420.00	\$ 355,320.00	\$ 324.00	\$ 274,104.00	\$ 586.00	\$ 495,756.00	\$ 675.00	\$ 571,050.00	\$ 190.00	\$ 160,740.00
13	12" Ductile Iron Sanitary Sewer Pipe By Open Cut	130	LF	\$ 260.00	\$ 33,800.00	\$ 210.00	\$ 27,300.00	\$ 300.00	\$ 39,000.00	\$ 240.00	\$ 31,200.00	\$ 228.00	\$ 29,640.00	\$ 281.00	\$ 36,530.00	\$ 475.00	\$ 61,750.00	\$ 300.00	\$ 39,000.00
14	5' Diameter Sanitary Sewer Manhole	10	EA	\$ 6,300.00	\$ 63,000.00	\$ 25,000.00	\$ 250,000.00	\$ 25,600.00	\$ 256,000.00	\$ 12,000.00	\$ 120,000.00	\$ 12,000.00	\$ 120,000.00	\$ 10,925.00	\$ 109,250.00	\$ 20,000.00	\$ 200,000.00	\$ 10,000.00	\$ 100,000.00
15	4" Sanitary Sewer Service Connection and Cleanout	4	EA	\$ 2,150.00	\$ 8,600.00	\$ 15,500.00	\$ 62,000.00	\$ 3,000.00	\$ 12,000.00	\$ 3,500.00	\$ 14,000.00	\$ 2,340.00	\$ 9,360.00	\$ 1,665.00	\$ 6,660.00	\$ 2,000.00	\$ 8,000.00	\$ 3,000.00	\$ 12,000.00
16	Concrete Aerial Crossing Column	1	EA	\$ 6,500.00	\$ 6,500.00	\$ 22,500.00	\$ 22,500.00	\$ 49,000.00	\$ 49,000.00	\$ 65,000.00	\$ 65,000.00	\$ 25,000.00	\$ 25,000.00	\$ 17,810.00	\$ 17,810.00	\$ 30,000.00	\$ 30,000.00	\$ 20,000.00	\$ 20,000.00
17	4" Concrete Riprap	75	SY	\$ 82.00	\$ 6,150.00	\$ 120.00	\$ 9,000.00	\$ 140.00	\$ 10,500.00	\$ 300.00	\$ 22,500.00	\$ 295.00	\$ 22,125.00	\$ 147.00	\$ 11,025.00	\$ 300.00	\$ 22,500.00	\$ 200.00	\$ 15,000.00
18	Trench Safety	543	LF	\$ 38.00	\$ 20,634.00	\$ 12.00	\$ 6,516.00	\$ 25.00	\$ 13,575.00	\$ 2.00	\$ 1,086.00	\$ 7.00	\$ 3,801.00	\$ 2.00	\$ 1,086.00	\$ 1.00	\$ 543.00	\$ 5.00	\$ 2,715.00
19	Manhole Lining	122	VF	\$ 92.00	\$ 11,224.00	\$ 350.00	\$ 42,700.00	\$ 300.00	\$ 36,600.00	\$ 300.00	\$ 36,600.00	\$ 540.00	\$ 65,880.00	\$ 850.00	\$ 103,700.00	\$ 400.00	\$ 48,800.00	\$ 100.00	\$ 12,200.00
20	Concrete Panel Replacement	161	SY	\$ 86.00	\$ 13,846.00	\$ 65.00	\$ 10,465.00	\$ 245.00	\$ 39,445.00	\$ 300.00	\$ 48,300.00	\$ 286.00	\$ 46,046.00	\$ 284.00	\$ 45,724.00	\$ 350.00	\$ 56,350.00	\$ 100.00	\$ 16,100.00
21	Remove Concrete Driveway	27	SY	\$ 42.00	\$ 1,134.00	\$ 90.00	\$ 2,430.00	\$ 150.00	\$ 4,050.00	\$ 300.00	\$ 8,100.00	\$ 60.00	\$ 1,620.00	\$ 175.00	\$ 4,725.00	\$ 60.00	\$ 1,620.00	\$ 20.00	\$ 540.00
22	6" Concrete Driveway Approach	27	SY	\$ 108.00	\$ 2,916.00	\$ 90.00	\$ 2,430.00	\$ 150.00	\$ 4,050.00	\$ 300.00	\$ 8,100.00	\$ 180.00	\$ 4,860.00	\$ 456.00	\$ 12,312.00	\$ 360.00	\$ 9,720.00	\$ 75.00	\$ 2,025.00
23	Remove Concrete Sidewalk	4	SY	\$ 40.00	\$ 160.00	\$ 240.00	\$ 960.00	\$ 150.00	\$ 600.00	\$ 220.00	\$ 880.00	\$ 180.00	\$ 720.00	\$ 93.00	\$ 372.00	\$ 60.00	\$ 240.00	\$ 25.00	\$ 100.00
24	4" Concrete Sidewalk	4	SY	\$ 82.00	\$ 328.00	\$ 240.00	\$ 960.00	\$ 150.00	\$ 600.00	\$ 220.00	\$ 880.00	\$ 600.00	\$ 2,400.00	\$ 214.00	\$ 856.00	\$ 325.00	\$ 1,300.00	\$ 50.00	\$ 200.00
25	Relocate Water Meter	1	EA	\$ 1,850.00	\$ 1,850.00	\$ 2,500.00	\$ 2,500.00	\$ 3,900.00	\$ 3,900.00	\$ 2,000.00	\$ 2,000.00	\$ 1,320.00	\$ 1,320.00	\$ 2,450.00	\$ 2,450.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
26	Irrigation Allowance	1	LS	\$ 3,750.00	\$ 3,750.00	\$ 1,200.00	\$ 1,200.00	\$ 18,000.00	\$ 18,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,840.00	\$ 6,840.00	\$ 24,725.00	\$ 24,725.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00
27	Bermuda Sodding with 4" Topsoil	500	SY	\$ 7.75	\$ 3,875.00	\$ 9.00	\$ 4,500.00	\$ 23.60	\$ 11,800.00	\$ 20.00	\$ 10,000.00	\$ 33.00	\$ 16,500.00	\$ 72.00	\$ 36,000.00	\$ 13.00	\$ 6,500.00	\$ 10.00	\$ 5,000.00
28	St Augustine Sodding with 4" Topsoil	250	SY	\$ 8.75	\$ 2,187.50	\$ 9.00	\$ 2,250.00	\$ 28.00	\$ 7,000.00	\$ 20.00	\$ 5,000.00	\$ 39.00	\$ 9,750.00	\$ 139.00	\$ 34,750.00	\$ 14.00	\$ 3,500.00	\$ 10.00	\$ 2,500.00
29	Temporary Construction Fencing	250	LF	\$ 13.50	\$ 3,375.00	\$ 12.00	\$ 3,000.00	\$ 27.00	\$ 6,750.00	\$ 15.00	\$ 3,750.00	\$ 30.00	\$ 7,500.00	\$ 5.00	\$ 1,250.00	\$ 10.00	\$ 2,500.00	\$ 25.00	\$ 6,250.00
30	Remove and Replace Concrete Curb	90	LF	\$ 72.00	\$ 6,480.00	\$ 45.00	\$ 4,050.00	\$ 75.00	\$ 6,750.00	\$ 150.00	\$ 13,500.00	\$ 30.00	\$ 2,700.00	\$ 116.00	\$ 10,440.00	\$ 100.00	\$ 9,000.00	\$ 40.00	\$ 3,600.00
31	Remove Wooden Railroad Ties	40	LF	\$ 36.00	\$ 1,440.00	\$ 90.00	\$ 3,600.00	\$ 1,000.00	\$ 40,000.00	\$ 60.00	\$ 2,400.00	\$ 204.00	\$ 8,160.00	\$ 41.00	\$ 1,640.00	\$ 50.00	\$ 2,000.00	\$ 20.00	\$ 800.00
32	Brace Existing Wooden Railroad Tie Retaining Wall	1	LS	\$ 3,200.00	\$ 3,200.00	\$ 2,500.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	\$ 1,500.00	\$ 1,500.00	\$ 7,200.00	\$ 7,200.00	\$ 6,800.00	\$ 6,800.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
33	Install Wooden Railroad Ties	40	LF	\$ 82.00	\$ 3,280.00	\$ 220.00	\$ 8,800.00	\$ 100.00	\$ 4,000.00	\$ 120.00	\$ 4,800.00	\$ 420.00	\$ 16,800.00	\$ 59.00	\$ 2,360.00	\$ 150.00	\$ 6,000.00	\$ 150.00	\$ 6,000.00
34	Clearing and Grubbing (included debris Removal)	1	LS	\$ 3,250.00	\$ 3,250.00	\$ 8,500.00	\$ 8,500.00	\$ 11,000.00	\$ 11,000.00	\$ 5,500.00	\$ 5,500.00	\$ 14,400.00	\$ 14,400.00	\$ 56,245.00	\$ 56,245.00	\$ 6,000.00	\$ 6,000.00	\$ 15,000.00	\$ 15,000.00
35	General excavation (grading as necessary to install proposed improvements)	240	CY	\$ 46.00	\$ 11,040.00	\$ 22.00	\$ 5,280.00	\$ 22.00	\$ 5,280.00	\$ 60.00	\$ 14,400.00	\$ 72.00	\$ 17,280.00	\$ 37.00	\$ 8,880.00	\$ 20.00	\$ 4,800.00	\$ 50.00	\$ 12,000.00
36	3'x3' Gabion along stream bottom as grade control	25	CY	\$ 155.00	\$ 3,875.00	\$ 120.00	\$ 3,000.00	\$ 375.00	\$ 9,375.00	\$ 450.00	\$ 11,250.00	\$ 648.00	\$ 16,200.00	\$ 2,040.00	\$ 51,000.00	\$ 375.00	\$ 9,375.00	\$ 500.00	\$ 12,500.00
37	Rock Rip Rap - 18" dia 24" deep	145	CY	\$ 98.00	\$ 14,210.00	\$ 320.00	\$ 46,400.00	\$ 78.00	\$ 11,310.00	\$ 400.00	\$ 58,000.00	\$ 414.00	\$ 60,030.00	\$ 318.00	\$ 46,110.00	\$ 299.00	\$ 43,355.00	\$ 375.00	\$ 54,375.00
38	Flowable Fill	45	CY	\$ 142.00	\$ 6,390.00	\$ 120.00	\$ 5,400.00	\$ 195.00	\$ 8,775.00	\$ 300.00	\$ 13,500.00	\$ 282.00	\$ 12,690.00	\$ 206.00	\$ 9,270.00	\$ 170.00	\$ 7,650.00	\$ 750.00	\$ 33,750.00
39	Erosion Control (Along bank improvements)	1	LS	\$ 8,750.00	\$ 8,750.00	\$ 7,600.00	\$ 7,600.00	\$ 4,500.00	\$ 4,500.00	\$ 2,200.00	\$ 2,200.00	\$ 9,000.00	\$ 9,000.00	\$ 12,360.00	\$ 12,360.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
				\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL BID				\$ 642,878.50		\$ 827,767.00		\$ 896,972.75		\$ 1,008,308.00		\$ 1,032,902.00		\$ 1,345,110.00		\$ 1,426,891.00		\$ 771,110.00
																		10% Contingency	\$ 848,310.00
	5% BID SECURITY				5% BOND		5% BOND		5% BOND		5% BOND		5% BOND		5% BOND		5% BOND		5% BOND
	ADDENDA ACKNOWLEDGED				YES		YES		YES		YES		YES		YES		YES		5% BOND



**STAFF REPORT
TO THE HONORABLE MAYOR AND CITY COUNCIL**

MEETING DATE: APRIL 2, 2026

AGENDA ITEM NUMBER: EXECUTIVE SESSION ITEM IV.A.

SUBJECT

Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property;

ORIGINATED BY

SUMMARY

Potential Land Purchase

RECOMMENDATION

ATTACHMENTS