



Duncanville City Council Meeting Agenda
City Council Briefing Room and City Council Chamber
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

Tuesday, July 1, 2025

6:00 PM - Work Session/Briefing

7:00 PM - Regular Session

or immediately following the 6:00 PM Work Session/Briefing

The Duncanville City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-780-5017 or email city.secretary@duncanvilletx.gov at least three (3) business days prior to the scheduled meeting to request an accommodation.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council must be physically present at the above stated location.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment at the direction and agreement of Mayor and Council.

This is an open meeting conducted in-person and will be broadcast by website and social media channels.

To view the live meeting or previous meetings click on the link below.

<https://duncanvilletx.new.swagit.com/views/454/>

To submit a comment via email the following information is required:

- Submit a comment by 4:00 PM on Tuesday, July 1, 2025.
 - Email city.secretary@duncanvilletx.gov
 - Email title: Public Comment – Tuesday, July 1, 2025
 - First Name, Last Name, and Address
-

WORK SESSION / BRIEFING**1. DISCUSS AGENDA ITEMS****2. CITY COUNCIL CALENDAR****3. BRIEFINGS / PRESENTATIONS**

- | | | |
|----|--|---------|
| A. | Review and Consideration of Proposed Amendments to the City Charter
Charter Amendments to voters in November 2025 | 5 - 9 |
| B. | Council briefing and discussion on an ordinance to amend Chapter 1, Division 3, Section 1-12, creating a process for the naming of municipal buildings or lands.
Council briefing and discussion on draft language relating to naming of municipal buildings. - Pdf | 10 - 21 |
| C. | The City Council will receive a briefing on the Brush and Bulk collection efforts, in partnership with Republic Services, in response to the recent storms.
Brush and Bulk Collection Update | 22 - 30 |

EXECUTIVE SESSION

- | | | |
|----|--|----|
| 1. | City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north of Daniieldale Road, west of SH 67, east of Cedar Ridge Drive, and south of Camp Wisdom Rd; and to seek legal advice from City Attorney regarding such real property.
Executive Session | 31 |
|----|--|----|

REGULAR SESSION - CONVENE INTO THE COUNCIL CHAMBERS (7:00 P.M. OR IMMEDIATELY FOLLOWING THE 6:00 PM WORK SESSION/BRIEFING)

CALL TO ORDER

INVOCATION - Pastor Chris Gutierrez with Arise Church

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. REPORTS

The Mayor's Report, the Councilmembers' Reports, and the City Manager's Report are informational only. There is no Council deliberation or action taken on any of these items.

- A. Mayor's Report.
- B. Councilmembers' Reports
- C. City Manager's Report.

2. PROCLAMATIONS AND PRESENTATIONS

3. CITIZENS' INPUT

In-person citizen comments will be heard during the Regular Session. In keeping with the City Council's Rules of Procedure adopted on June 4, 2024, electronic mail comments will no longer be read aloud. Paper copies will be provided to the City Council at the dais. The comments will be made a part of the public record in the minutes.

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

4. CONSENT AGENDA

The following may be acted upon in one motion. A City Councilmember may request items be removed from the Consent Agenda for individual consideration.

- | | | |
|----|--|-----------|
| A. | Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Legacy Ready-Mix, LLC. for ready-mixed concrete through City of Grand Prairie Contract 58478 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed \$369,810.00, subject to City Council appropriation.
Legacy Ready-Mix Concrete | 32 - 99 |
| B. | Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Curtco, Inc. for pavement crack and joint sealing services through City of Grand Prairie Contract 21186 for a fourteen-month term, in an estimated contract amount not to exceed \$250,754.68, subject to City Council appropriation.
Pavement Crack and Joint Sealing Services | 100 - 111 |

5. ITEMS FOR INDIVIDUAL CONSIDERATION

- | | | |
|----|---|-----------|
| A. | Take any necessary action as a result of the Executive Session. | |
| B. | Public Hearing to consider amending Chapter 12B "Parks" of the Code of Ordinances to include nature preserves and associated rules and regulations.
Amend Chapter 12B to Include Nature Preserves Ladd | 112 - 127 |

6. STAFF AND BOARD REPORTS

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located outside the entrance to the City of Duncanville City Hall, next to the entryway doors, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanvilletx.gov and said Notice was posted **by** the following date and time: **Thursday, June 26, 2025, by 5:00 P.M.** and remained posted for at least two hours after said meeting was convened.

Chiquita Taylor, City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."



STAFF REPORT

MEETING: City Council - 01 Jul 2025

TITLE:

Council Briefing and Review for consideration of Proposed Amendments to the City Charter.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Bob Hager, City Attorney

BACKGROUND/HISTORY:

The City Charter serves as the foundational governing document for the City of Duncanville. Over time, it becomes necessary to review and update the Charter to ensure alignment with current state law, improve administrative clarity, and reflect modern governance best practices.

In 2024 and 2025, City Council—in consultation with legal counsel—undertook a comprehensive internal review of the Charter to identify outdated provisions, legal inconsistencies, and administrative inefficiencies. This review focused on aligning language with the Texas Local Government Code, addressing obsolete or redundant sections, and supporting transparent and effective municipal operations.

This review is part of an ongoing effort to modernize governance and enhance city operations.

POLICY EXPLANATION:

The purpose of this agenda item is to present for City Council's initial review a set of proposed amendments to the City Charter. These proposed changes include updates to terms of office, mayoral duties, city manager succession planning, election procedures, annexation limitations under state law, and administrative terminology.

The intent of these amendments is to:

- Ensure legal compliance with state statutes;
- Improve internal clarity and remove outdated or redundant language;
- Streamline City procedures such as elections, appointments, and budgeting;

- Strengthen administrative continuity and organizational structure.

Council is being asked to review and discuss these proposed amendments and consider advancing them for further legal review, community engagement, and potential placement on an upcoming election ballot, subject to Council direction.

Summary of Proposed Changes:

Article	Section	Subject	Proposed Change/Update
I	1.04	Annexation	Remove annexation with or without consent; state law prohibits non-consent annexations.
II	2.01	Term of Council Members	Amend term from 2 years to 3 years.
	2.05	Mayor	Conform to Texas Government Code; remove reference to non-voting mayor transition.
	2.07	City Manager Appointment	Provide for appointment of Interim City Manager if vacancy occurs; remove limitations on dismissal.
	2.12	Municipal Court	Amend to change references from "magistrate" to "municipal judge."
	2.13	Council Member Induction	Add canvass of results prior to installation as required by state law.
III	3.04	City Manager Temporary Absence or Disability	Clarify that Assistant City Manager serves during temporary absence or minor illness of less than 30 days.
	3.05	Administrative Departments	Add Finance Department to required departments; change "water/sewers" to "Public Works."
IV	4.03	Budget and Public Record	Change to reflect updated disclosure/posting on internet or publications.
	4.05	Adoption of Budget	Same as above: update to reflect current posting

Article	Section	Subject	Proposed Change/Update
	4.09	Certification; Copies Made Available	practices. Same: change to reflect disclosure and publication standards.
VI	6.01	Power to Tax	Remove Assessor/Collector designation since county performs these functions.
VII	7.04	Number, Selection, and Term of Council	Remove outdated transition language related to single-member districts and at-large positions.
	7.08	Conducting and Canvassing Elections	Replace 5-day rule with "canvass as required by state law."
VIII	8.02	Franchises, Power of Council	Remove requirement for two separate readings; shorten waiting period; revise notice provisions.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

\$0.00

Purchase Amount

\$0.00

After Encumber

\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.

ATTACHMENTS:

[CharterAmendments.June2025](#)

Article	Section	Subject	Proposed Change/Update
I	1.04	Annexation	Remove annexation with or without consent; state law prohibits non-consent annexations.
II	2.01	Term of Council Members	Amend to 3 years from 2 years
	2.05	Mayor	Conform to Texas Government Code; Remove reference from old non-voting mayor transition
	2.07	City Manager Appointment	Provide for appointment of Interim City Manager if City Manager is dismissed, resigns, or otherwise vacant; Remove any limitation of dismissal.
	2.12	Municipal Court	Amend to change references from “magistrate” to “municipal judge”.
	2.13	Council Member Induction	Add canvass of results prior to installation as required by state law.
III	3.04	City Manager Temporary Absence or Disability	Assistant manager shall serve in his temporary absence or minor illness of less than 30 days.
	3.05	Administrative Departments	Add Finance Department to required departments; change “water/sewers” to “Public Works”.

IV	4.03	Budget and Public Record.	Change to reflect updated disclosure and posting on the Internet/Website/Publication
	4.05	Proceeding on Adoption of Budget	Change to reflect updated disclosure and posting on the Internet/Website/Publication
	4.09	Certification; Copies Made Available	Change to reflect updated disclosure and posting on the Internet/Website/Publication
VI	6.01	Power to Tax	Remove Assessor/Collector designation since county provides all notices/collections.
VII	7.04	Number, Selection, and Term of Council	Remove all transition comments in Charter regarding conversion to single-member districts and at-large; subsections (c),(d), and (e).
	7.08	Conducting and Canvassing Elections	"Canvass as required by state law" and remove 5 days as it conflicts with state election law.
VIII	8.02	Franchises, Power of Council	Update to remove 2 separate reading requirements; shorten waiting period; revise notice provisions.



STAFF REPORT

MEETING: City Council - 01 Jul 2025

TITLE:

Council briefing and discussion on an ordinance to amend Chapter 1, Division 3, Section 1-12 creating a process for the naming of municipal buildings or lands.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Don McBurnett, Councilmember
Doug Finch, City Manager

BACKGROUND/HISTORY:

At the request of Councilmember McBurnett, Council to receive a briefing and discuss the possibility of referring a draft ordinance to update Section 1-12, the naming of municipal buildings or lands and referral to the Parks and Recreation Committee for comment.

In August 2016, the City Council of Duncanville adopted Ordinance No. 2282, which created a new Division 3 under Chapter 1 of the City Code, establishing procedures and criteria for naming parks and park facilities. The ordinance specifically designated Section 1-11 for the naming of parks and their related facilities. It also created Section 1-12, titled “Other Municipal Buildings or Lands,” but this section was left marked as “Reserved” and was not completed at the time of adoption.

It is our understanding that there was intent in 2016 to establish a policy and criteria for the naming or renaming of non-park municipal buildings and public lands—such as libraries, fire stations, and city-owned plazas or facilities—but the effort was never finalized or implemented.

POLICY EXPLANATION:

The proposed Section 1-12 of the City Code of Ordinances establishes a formal, transparent, and inclusive process for the naming or renaming of municipal buildings, facilities, and city-owned lands not governed by Section 1-11 (which pertains to parks). This section is intended to provide clear

authority, consistent procedures, and thoughtful criteria to guide future naming decisions, while preserving the historical and cultural integrity of Duncanville's public spaces.

Key components of the proposed policy include:

1. **City Council Authority:** The City Council retains final decision-making authority on all naming or renaming actions. The policy allows for naming recommendations to originate from the City Council, City Manager, boards or commissions, or through a formal petition by residents or stakeholders.
2. **City Manager Role:** The City Manager, or designee, is responsible for coordinating research, stakeholder engagement, and the preparation of a written recommendation to the City Council. Public engagement methods may vary based on the scope and significance of the naming action.
3. **Evaluation Criteria:** The policy outlines seven distinct and comprehensive criteria to guide naming decisions:
 - *Historical Significance*
 - *Geographic Relevance*
 - *Community Contribution*
 - *Cultural and Social Impact*
 - *Public Safety or Military Service*
 - *Functional or Descriptive Naming*
 - *Avoidance of Commercial Naming* (unless explicitly approved by City Council as part of a public-private partnership)
4. **Standards for Renaming:** The policy emphasizes that renaming should be rare and must be supported by a compelling reason, such as a shift in city values, significant change in use, or correction of historical inaccuracies.
5. **Transparency and Public Input:** The final recommendation must include a summary of public engagement efforts, evaluation against the adopted criteria, and justification for the proposed action. The City Council may also choose to hold a public hearing prior to adoption.

The creation of this policy provides consistency across all city-owned properties and facilities and ensures that naming decisions reflect community values, recognize meaningful contributions, and support public understanding and access. It also aligns with the broader goals of the draft Duncanville 2040 Comprehensive Plan, particularly those related to civic identity, transparency, and inclusive engagement.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Direct City Manager to refer item to Parks and Recreation Committee.
2. Do not direct City Manager to refer item to Parks and Recreation Committee.
3. Other actions as directed by Council.

ATTACHMENTS:

[Draft naming municipal buildings](#)
[Ordinance No. 2282 - Park Naming Ordinance](#)
[Sec.1-12.Parks naming](#)

- CODE OF ORDINANCES
Chapter 1 - GENERAL PROVISIONS
DIVISION 3. PARK AND FACILITY NAMING

DIVISION 3. PARK AND FACILITY NAMING

Sec. 1-11. Parks and park facilities.

- (a) The parks and recreation board may make a written recommendation, after public hearing, that a park or park facility to be named; such board shall be responsible for research, study and preparing a written recommendation to the city council for proposed name(s).
- (b) No named park(s) or facility shall be renamed without significant reason based on findings that the name no longer reflects the values of the city.
- (c) The following criteria shall be considered in naming or renaming parks, components of a park, or facilities within park:
 - (1) Outstanding and/or predominant physical characteristics of the land, the topography, and the geographical features.
 - (2) Contribution of land/money by individuals or organizations to support the acquisition and/or development of the park.
 - (3) Honoring community, state or national leaders, both past and present.
 - (4) Honoring local fallen soldiers or public safety personnel.
 - (5) Subdivision names where park lands are adjacent to or lie within the subdivision.
 - (6) Agreement with civic organization and clubs that provide substantial maintenance, capital, and/or improvements of park (s).
- (d) The final written recommendation to the city council will include an evaluation of the criteria and reason for such recommendation.

(Ord. No. 2282, § 1, 8-16-16)

Sec. 1-12. Other municipal buildings or lands.

(a) The City Council shall retain final authority for the naming or renaming of municipal buildings, facilities, and city-owned lands not governed by Section 1-11. Recommendations for naming or renaming may be initiated by the City Council, City Manager, a board or commission, or through a formal petition submitted by residents or community stakeholders.

(b) The City Manager, or designee, shall conduct or coordinate research and public engagement as appropriate to prepare a written recommendation to the City Council. Public engagement may include hearings, surveys, or other outreach methods based on the scope and community impact of the naming action.

(c) The following criteria shall be considered in the naming or renaming of municipal buildings or lands:

- 1. **Historical Significance** – Names that reflect significant local, state, or national historical events, people, or places relevant to the site or community.
- 2. **Geographic Relevance** – Names based on distinctive geographic features, neighborhood identity, or commonly accepted locational descriptors.

-
3. **Community Contribution** – Recognition of individuals, families, or organizations that have made substantial contributions to the city, including donations, public service, or civic leadership.
 4. **Cultural and Social Impact** – Names that reflect the cultural, social, or ethnic heritage of the community in a meaningful and inclusive manner.
 5. **Public Safety or Military Service** – Honoring individuals from Duncanville who served with distinction in the military or public safety and lost their lives in service.
 6. **Functional or Descriptive Naming** – When appropriate, buildings may be named according to their function or use to enhance public understanding and access (e.g., "Municipal Services Center").
 7. **Avoidance of Commercial Naming** – No naming shall include commercial brand names unless specifically approved by council as part of a public-private partnership agreement.

(d) A building or land shall not be renamed without a compelling reason and a formal determination that the current name no longer aligns with the city's values, mission, or historical accuracy. Renaming may also be considered when a building or site undergoes a significant change in function, ownership, or redevelopment.

(e) The final written recommendation to City Council shall include an evaluation of the naming criteria, summary of any public input received, and justification for the proposed action. The City Council may choose to hold a public hearing before the naming or renaming of any facility or land.

(Reserved)

(Ord. No. 2282, § 1, 8-16-16)

Created: 2025-03-23 16:33:47 [EST]

(Supp. No. 28)

ORDINANCE NO. 2282

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS; AMENDING CHAPTER 1 OF THE DUNCANVILLE CODE OF ORDINANCE BY ADDING A NEW DIVISION 3, PARK AND FACILITY NAMING; PROVIDING FOR A PROCEDURE AND CRITERIA FOR NAMING PARKS AND FACILITIES, RESERVING FOR FUTURE USE OTHER MUNICIPAL BUILDING OR LANDS; PROVIDING FOR A SEVERALITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council may adopt a procedure and criteria to name or rename Park Lands and Facilities in the City of Duncanville; and

WHEREAS, Parks and Recreation shall be responsible for research, study and preparing a recommendation to the City Council for proposed name (s); and

WHEREAS, a criteria shall be considered in naming or renaming of parks and facilities.

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

SECTION 1. That Chapter 1, of the Code of Ordinance of the City of Duncanville is hereby amended by providing new Division 3, Park and Facility Naming, which shall herein read as follows:

Chapter 1

.....

Division 3

Park and Facility Naming

Section 1-10

The City Council may adopt a resolution or ordinance naming or renaming any municipal building, park or land owned by the City of Duncanville, Texas.

Section 1-11 Parks and Park Facilities

- A. The Parks and Recreation Board may make a written recommendation, after public hearing, that a park or park facility to be named; such board shall be responsible for research, study and preparing a written recommendation to the City Council for proposed name (s).

- B. No named park (s) or facility shall be renamed without significant reason based on findings that the name no longer reflects the values of the city.
- C. The following criteria shall be considered in naming or renaming parks, components of a park, or facilities within park:
 - 1) Outstanding and/or predominant physical characteristics of the land, the topography, and the geographical features.
 - 2) Contribution of land/money by individuals or organizations to support the acquisition and/or development of the park.
 - 3) Honoring community, state or national leaders, both past and present.
 - 4) Honoring local fallen soldiers or public safety personnel.
 - 5) Subdivision names where park lands are adjacent to or lie within the subdivision.
 - 6) Agreement with civic organization and clubs that provide substantial maintenance, capital, and/or improvements of park (s).
- D. The final written recommendation to the City Council will include an evaluation of the criteria and reason for such recommendation.

Section 1-12 Other Municipal Buildings or Lands

(Reserved)

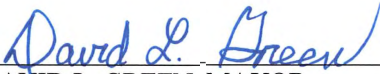
SECTION 2. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 3. All ordinances of the City of Duncanville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

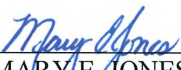
DULY PASSED by the City Council of the City of Duncanville, Texas, on the 16th day of August, 2016.

APPROVED:



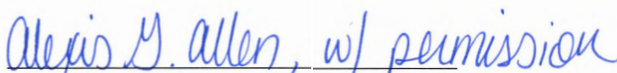
DAVID L. GREEN, MAYOR

ATTEST:



MARY E. JONES, CITY SECRETARY

APPROVED AS TO FORM:



ROBERT E. HAGER, CITY ATTORNEY



NAMING OF BUILDINGS OR LANDS

SEC. 1-12. OTHER MUNICIPAL BUILDINGS OR LANDS

7/1/25

We are building a vibrant, inclusive community, driven by a commitment to democratic principles and service above self

City of Duncanville
City of Duncanville



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Sec.1-12. Other municipal buildings or lands

Sec. 1-12. Other municipal buildings or lands.

(a) The City Council shall retain final authority for the naming or renaming of municipal buildings, facilities, and city-owned lands not governed by Section 1-11. Recommendations for naming or renaming may be initiated by the City Council, City Manager, a board or commission, or through a formal petition submitted by residents or community stakeholders.

(b) The City Manager, or designee, shall conduct or coordinate research and public engagement as appropriate to prepare a written recommendation to the City Council. Public engagement may include hearings, surveys, or other outreach methods based on the scope and community impact of the naming action.

(c) The following criteria shall be considered in the naming or renaming of municipal buildings or lands:

1. **Historical Significance** – Names that reflect significant local, state, or national historical events, people, or places relevant to the site or community.
2. **Geographic Relevance** – Names based on distinctive geographic features, neighborhood identity, or commonly accepted locational descriptors.

Sec.1-12. Other municipal buildings or lands

3. **Community Contribution** – Recognition of individuals, families, or organizations that have made substantial contributions to the city, including donations, public service, or civic leadership.
4. **Cultural and Social Impact** – Names that reflect the cultural, social, or ethnic heritage of the community in a meaningful and inclusive manner.
5. **Public Safety or Military Service** – Honoring individuals from Duncanville who served with distinction in the military or public safety and lost their lives in service.
6. **Functional or Descriptive Naming** – When appropriate, buildings may be named according to their function or use to enhance public understanding and access (e.g., "Municipal Services Center").
7. **Avoidance of Commercial Naming** – No naming shall include commercial brand names unless specifically approved by council as part of a public-private partnership agreement.

(d) A building or land shall not be renamed without a compelling reason and a formal determination that the current name no longer aligns with the city's values, mission, or historical accuracy. Renaming may also be considered when a building or site undergoes a significant change in function, ownership, or redevelopment.

(e) The final written recommendation to City Council shall include an evaluation of the naming criteria, summary of any public input received, and justification for the proposed action. The City Council may choose to hold a public hearing before the naming or renaming of any facility or land.



Sec.1-12. Other municipal buildings or lands

Refer to Parks & Rec Committee
for comments / questions?



STAFF REPORT

MEETING: City Council - 01 Jul 2025

TITLE:

The City Council will receive a briefing on the Brush and Bulk collection efforts, in partnership with Republic Services, in response to the recent storms.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Richard B. Abernethy, Assistant City Manager of Operations

BACKGROUND/HISTORY:

The City of Duncanville contracts with Republic Services to provide the city's solid waste and recycling collection program. As part of this service, residents receive brush and bulky items collection twice per month. Due to recent storms, there has been an unusually high volume of brush and bulk in June, which has impacted the regular collection schedule. To assist with collections and ensure readiness for the July routes, the City hired Camacho Tree Service and Landscaping to support Republic Services with brush and bulk pickups. The purpose of this briefing is to update the City Council on the current progress and outline the next steps.

POLICY EXPLANATION:

The City provides brush and bulk collection twice per month, limited to 10 cubic yards per pickup. Residents north of Wheatland Road receive service during weeks one and three; those south during weeks two and four. Items must be placed behind the curb by 7:00 a.m. on Monday of the scheduled week, without blocking sidewalks, and brush should be separated from bulk. Brush includes limbs and yard waste only, while bulk includes household items like mattresses and appliances. Unaccepted items include carpet, construction debris, tires, electronics, and hazardous waste.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

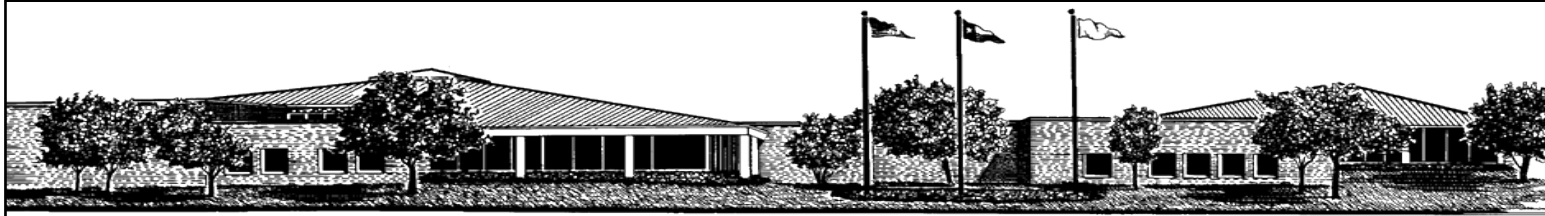
N/A

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Brush and Bulk Collection Update](#)



BRUSH AND BULK COLLECTION UPDATE

JULY 1, 2025

RICHARD B. ABERNETHY, ASSISTANT CITY MANGER

We are building a vibrant, inclusive community, driven by a commitment
to democratic principles and service above self

City of Duncanville



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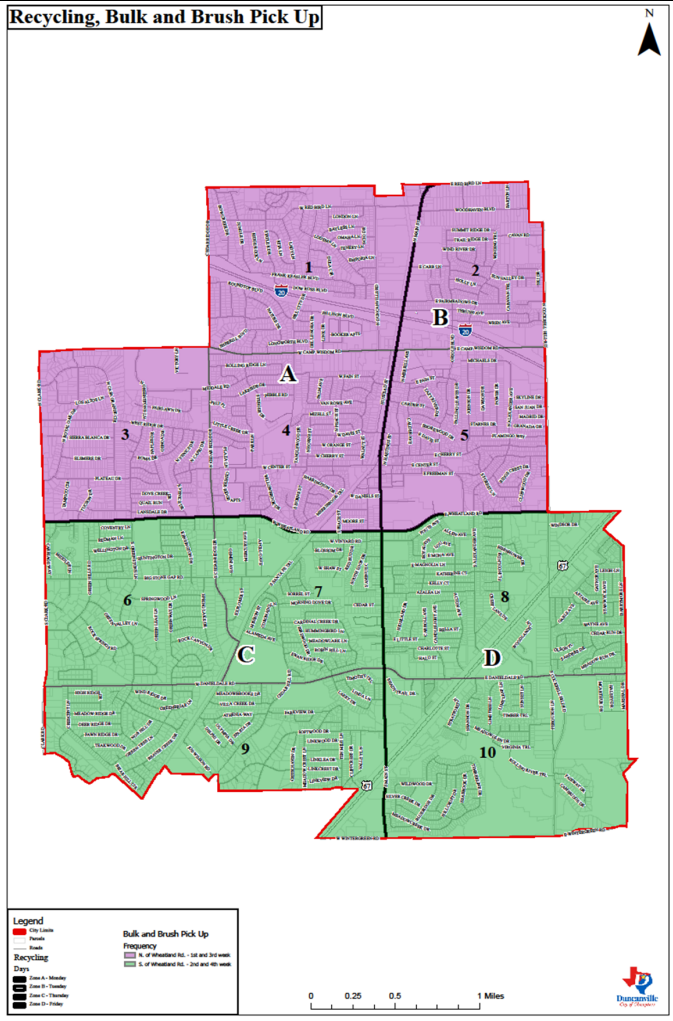
Timeline

- May – June 2025: Storms during the months of May and June, resulted in an excess of accumulated brush.
- June 2025: This put a strain on Republic Services operations.
- June 20, 2025: The City hired Camacho Tree Services and Landscape to assist Republic Services.
- June 21, 2025: Camacho Tree Services and Landscape began servicing the southern part of Duncanville.
- June 23, 2025: Republic Services deployed a second truck to assist with Brush and Bulk collection.

City of Duncanville



3



Approach

- **Republic Services**
 - One truck servicing areas north of Wheatland Road.
 - Second truck servicing areas south of Wheatland Road.
 - Provided additional support in Service Area 8.
- **Camacho Tree Services and Landscaping**
 - Assisting with areas south of Wheatland Road.
 - Focused on Service Areas 8, 9, and 10, which had not been addressed since the storm events.
- **Progress Monitoring**
 - Daily reports received from Camacho and Republic Services
 - Progress is tracked and adjustments made as needed.
- **Objective**
 - Catch up on collections before the start of the next service cycle beginning July 7.

Brush/Bulk Loads Delivered to Service Center Spoil Yard

Camacho Tree Service and Landscaping				Republic Services			
Date	Truck Loads	Cubic Yards	Service Area	Date	Truck Loads	Cubic Yards	Service Area
6/19/2025				6/19/2025	5	200	5
6/20/2025				6/20/2025	5	200	5
6/21/2025	12	300	9	6/21/2025			
6/22/2025	13	325	9	6/22/2025			
6/23/2025	13	325	9	6/23/2025	9	360	1 & 6
6/24/2025	11	275	9	6/24/2025	10	400	1, 2, & 6
6/25/2025	13	325	9	6/25/2025	8	320	2, 3, & 7
6/26/2025				6/26/2025			
6/27/2025				6/27/2025			
6/28/2025				6/28/2025			
6/30/2025				6/30/2025			
Total	62	1550		Total	37	1480	

Notes:

*This slide will be updated for the City Council meeting to reflect the latest information.

* Republic Services did not run service on 6/21 and 6/22.

Next Steps

- Continue to work the plan until completion.
 - Provide timely updates to the City Manager, Mayor, City Council, and residents.
 - Adjust the schedule as trucks become available to prioritize areas with the greatest need.
- Conduct an internal review with staff to determine where to improve the process for the future upon completion.

THANK YOU

Any questions?



STAFF REPORT

MEETING: City Council - 01 Jul 2025

TITLE:

City Council shall convene into closed executive session pursuant to Section 551.072, 551.087 and 551.071 to deliberate the purchase, exchange, lease, or value of real properties, being located north of Daniieldale Road, west of SH 67, east of Cedar Ridge Drive, and south of Camp Wisdom Rd; and to seek legal advice from City Attorney regarding such real property.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

STAFF RESPONSIBLE:

Doug Finch, City Manager
Bob Hager, City Attorney

FUNDING SOURCE:

ORG and Object Number
 N/A

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. Other actions as directed by Council.



STAFF REPORT

MEETING: City Council - 01 Jul 2025

TITLE:

Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Legacy Ready-Mix, LLC. for ready-mixed concrete through City of Grand Prairie Contract 58478 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed \$369,810.00, subject to City Council appropriation.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Matt Bryant, Director of Public Works

Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:

The City of Duncanville Street Division utilizes ready-mixed concrete (a combination of Portland cement, aggregate, water, and various admixtures) to construct concrete sidewalks, ADA ramps, pavement, and other concrete structures and to repair utility cuts and damaged pavement.

Legacy Ready-Mix, LLC. ("Legacy Ready-Mix") of Irving, Texas, offers ready-mixed concrete under City of Grand Prairie Contract 58478.

POLICY EXPLANATION:

City Council is requested to approve a contract with Legacy Ready-Mix not exceeding \$369,810.00. The estimated expenditures per fiscal year are \$25,000.00 for the remainder of FY2024-2025 and \$344,810.00 over fiscal years 2025-2026 through 2028-2029, subject to future appropriations, as outlined below. This authorization shall cover all ready-mix concrete for the next four years. FYs 2026-2027 through 2028-2029 include a 5% increase over the previous year to accommodate any price escalations that may arise throughout the contract's life.

FY2024-2025: \$25,000.00

FY2025-2026: \$80,000.00

FY2026-2027: \$84,000.00

FY2027-2028: \$88,200.00
FY2028-2029: \$92,610.00

The existing agreement with the City of Grand Prairie expires on May 31, 2026. This agreement includes an option for three additional one-year renewals. It is anticipated that the contract will be renewed before the expiration date. However, if it is not renewed, staff will request the City Council's approval of a new ready-mixed concrete agreement.

FUNDING SOURCE:

ORG and Object Number

01066200-700227 (Street Division/Direct Materials)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$25,000.00	\$25,000.00	\$0.00

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Legacy Ready-Mix Concrete Renewal and Contract Resolution No. - 2025-496 - Legacy Ready-Mix Concrete - Pdf](#)



Contract Coversheet

Dept:* Purchasing

Contract ID: 58478

For: Transportation Services

Bid Number: 24122

Contact Name: Kimberley Ruiz

Contact Phone:* 8089

Contact Email:* kgruiz@gptx.org

Vendor Name: Legacy Ready Mix

Vendor Email: hayden.piano@legacyreadymix.com

Project Name: Ready Mix Concrete (2024)

Summary: Initial Contract

Permanent Retention*

☐ Yes

☒ No

Contract Amount

\$ 1,050,000.00

Total Contract Amount over all terms

\$

Account #

Work Order #

Dates

Implementation Date

7/5/2024

Termination Date

5/31/2025

Council Approval Date

6/4/2024

Contract Approvals

Department Manager:

Latifia M. Coleman

Date 8/9/2024

City Attorney Signature

Ronald Harper

Date 7/22/2024

City Manager Signature



Date 8/15/2024

City Secretary Signature



Date 8/15/2024

Legal Reviewer

Which attorney previously reviewed this contract?

No Prior Legal Review

Email

**CITY OF GRAND PRAIRIE
COMMODITIES ANNUAL CONTRACT**

THIS CONTRACT is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter referred to as the “CITY”), and **LEGACY READY MIX LLC** (hereinafter referred to as “VENDOR”) and evidences the following:

I. PURPOSE

VENDOR shall be the Primary supplier. VENDOR shall provide ready mix concrete per VENDOR’S response to RFB #24122, submitted by Hayden Piano, on May 7, 2024.

II. DESCRIPTION

The commodities which VENDOR shall provide for the CITY shall include the following:

- A. VENDOR hereby covenants and agrees that VENDOR is to work closely with the CITY’s Department Director or their designee, and/or other appropriate officials of the CITY, and that VENDOR is to provide commodities to fulfill the purposes of this Contract.
- B. VENDOR and the CITY covenant and agree that VENDOR shall provide commodities as contained in CITY specifications and VENDOR’S bid to the CITY (attached hereto as “Exhibit A”); said document being part of this Contract and incorporated in its entirety herein. The parties agree that should there be any conflict between the terms of the incorporated document and this Contract, the provisions of this Contract shall control. The parties understand that quantity of commodities to be furnished to the City is an estimate and that the City may order more, less, or none of the commodities depending on the projects and the work of the City that requires the commodities. The price of the commodities shall remain constant throughout the term of contract.
- C. VENDOR expressly covenants and agrees to provide the CITY with such written reports or documentation of guaranties as may be required by the scope of the submittal.

III. DELIVERY

VENDOR or VENDOR’S associates and employees, or VENDOR’S contracted carriers, shall deliver commodities as ordered in this Contract. VENDOR hereby covenants and agrees that all of VENDOR’S associates and employees and VENDOR’S contracted carriers who deliver commodities under this contract shall be fully qualified to undertake same and competent to do the work required for delivery of commodities under this Contract. If the commodities are not available from VENDOR or VENDOR defaults on promised delivery, without acceptable reasons, or commodities fail to meet specifications, the City reserves the right to purchase commodities elsewhere and charge any increase in cost and handling to defaulting vendor.

IV. TERM OF THE CONTRACT

This Contract is for an initial term of one year with the option to renew for four additional one year periods. This Contract is effective as of June 5, 2024. No new orders shall be accepted against this Contract term after midnight on May 31, 2025. This Contract shall terminate upon completion of all requirements for orders placed by said date, unless the parties mutually agree in writing to extend the term of the Contract through an allowable renewal option, or unless otherwise terminated as provided in Paragraph XV herein. The parties shall evidence the renewal in writing, with any additional terms set out in that writing.

V. PAYMENT

The CITY shall pay to VENDOR a sum not to exceed those unit prices, or percentage discount from list price where applicable, in the quote for the purchase of commodities designated herein and in no event shall total payments under the base contract exceed \$1,050,000.00 without additional approval. VENDOR'S invoices must be delivered to the attention of the department placing the order. The CITY will pay invoices within 30 days of its receipt of goods or an invoice, whichever is later. Payments may be made by means of a City issued check, an ACH, or with a City issued Procurement Card (Mastercard) if orders are placed on a secure website offered by VENDOR. Such website must have the capability to charge the items awarded to their company at the accurate unit prices/discounts submitted and VENDOR must be able to provide usage reports upon request.

VI. CONFLICT OF INTEREST

VENDOR hereby covenants and agrees that during the Contract period that VENDOR and any of VENDOR'S associates and employees will have no interest nor acquire any interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by VENDOR pursuant to this Contract will be conducted by employees or associates of VENDOR. VENDOR further covenants and agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or constructive knowledge of VENDOR will render this Contract voidable by the CITY.

VII. WARRANTY, HOLD HARMLESS, AND INDEMNITY

VENDOR warrants that the commodities it delivers to the CITY under this Contract shall be new and will be fit for the particular purpose for which they were furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR'S activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

VIII. INSURANCE

Prior to the commencement of work under this Contract, VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this Contract, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and VENDOR shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this agreement. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages, and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.

IX. NO VERBAL AGREEMENT

This Contract contains the entire commitments and agreements of the parties to the Contract. Any verbal or written commitment not contained in this Contract or expressly referred to in this Contract and incorporated by reference shall have no force or effect.

X. VENUE

The parties to this Contract agree and covenant that this Contract will be performable in Grand Prairie, Texas, and that if legal action is necessary to enforce this Contract, exclusive venue will lie in Dallas County, Texas.

XI. APPLICABLE LAWS

This Contract is made subject to the existing provisions of the Charter of the City of Grand Prairie, its rules, regulations, procedures and ordinances, present and future, and all applicable laws of the State of Texas and the United States.

XII. ADDITIONAL VERIFICATIONS

VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

XIII. CONTRACT INTERPRETATION

The parties to this Contract covenant and agree that in any litigation relating to this Contract, the terms and conditions of the Contract will be interpreted according to the laws of the State of Texas, without regard to any conflict of law rules.

XIV. NOTICES

All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie
ATTN: Kimberley Ruiz, Senior Buyer | Purchasing Division
300 Main Street, Grand Prairie, TX 75050
PO Box 534045, Grand Prairie, TX 75053-4045
Phone 972-237-8089 | Email purchasingfax@gptx.org
Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
ATTN: Leland Miller, Street Services Manager
1821 S SH 161, Grand Prairie, TX 75052
PO Box 534045, Grand Prairie, TX 75053-4045
Phone: 972-237-8529 | Email: lrmler@gptx.org

VENDOR:

Legacy Ready Mix
ATTN: Hayden Piano, General Manager
1510 Irene Drive, Irving, TX, 75061
Phone 972-438-2541 | Email hayden.piano@legacyreadymix.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is actually received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

XV. SEVERABILITY

In the event that any provision contained in this Contract is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in the Contract.

XVI. TERMINATION

The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under this Contract, in whole or in part, by giving at least thirty (30) days prior written notice thereof to VENDOR with the understanding that all services being terminated shall cease upon the date specified in such notice. The CITY shall equitably compensate VENDOR, in accordance with the terms of this Contract for the services properly performed prior to the date specified in such notice following inspection and acceptance of same by the CITY. VENDOR shall not, however, be entitled to lost or anticipated profits should the CITY choose to exercise its option to terminate.

XVII. NONDISCRIMINATION

As a condition of this Contract, VENDOR covenants and agrees that VENDOR shall take all necessary actions to insure, in connection with any work under this Contract, VENDOR, VENDOR'S associates, sub-vendors, and employees will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or physical or mental handicap, either directly or indirectly or through contractual or other arrangements. In this regard, VENDOR shall keep, retain and safeguard all records relating to this Contract for work performed hereunder for a minimum period of three (3) years from final contract completion, with full access allowed to authorized representatives of the CITY upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

XVIII. WAIVER OF ATTORNEYS FEES

VENDOR and CITY expressly covenant and agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney's fees regardless of the outcome of the litigation.

XIX. NON-COLLUSION

VENDOR represents and warrants that VENDOR has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the CITY under this Contract. VENDOR further agrees that VENDOR shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the CITY under this Contract) for any of the services performed by VENDOR under or related to this CONTRACT. If any such gift, bonus, commission, money, or other consideration is received by or offered to VENDOR, VENDOR shall immediately report that fact to the CITY and, at the sole option of the CITY, the CITY may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to VENDOR under this Contract.

EXECUTED this the 12th day of August, 2024.

CITY OF GRAND PRAIRIE, TEXAS

By: Megan Mahan
Deputy City Manager

Mona Lisa Galicia

ATTEST:

Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

LEGACY READY MIX LLC

By: Hayden Piana
Signature

Hayden Piana
Print

Title: General Manager

Page 6 of 6

Ron Harper

Ron Harper
Assistant City Attorney

EXHIBIT A



CITY OF GRAND PRAIRIE, TEXAS

REQUEST FOR BIDS

RFB # 24122 – Ready Mix Concrete

DUE DATE: PRIOR TO 10AM MAY 8, 2024

DUE TO: Kimberley Ruiz, Senior Buyer
Purchasing Division
300 W. Main Street
Grand Prairie, Texas 75050
<https://vendors.planetbids.com/portal/53284/portal-home>

CLEARLY MARK BID AS “RFB # 24122”

Late responses will be unopened and not accepted for consideration. The City of Grand Prairie is not responsible for lateness or failure of timely delivery via mail (whether delays are internal/external), carrier, etc. Please ensure you allow time to provide your response timely so that you may be properly considered. EMAIL BIDS WILL NOT BE ACCEPTED.

Table of Contents

ADVERTISEMENT FOR BIDS	3
1. PROJECT SCOPE.....	4
2. PRODUCT AND REQUIREMENTS	4
3. MATERIALS, MIXING & TRANSPORT.....	4
4. MIX DESIGNS.....	5
5. ESTIMATED USAGE.....	5
6. VENDOR QUALIFICATIONS.....	5
7. PAYMENT AND INVOICING	6
8. PRICE REDETERMINATION	6
9. PROCUREMENT SCHEDULE.....	6
10. CONTACT.....	6
11. BID EVALUATION	7
12. SUBMITTAL RESPONSE GUIDELINES	7
13. AGREEMENT TERMS AND AWARD.....	7
SOLICITATION STANDARD TERMS AND CONDITIONS.....	8
SUBMITTAL FORMS	12

CITY OF GRAND PRAIRIE
ADVERTISEMENT FOR BIDS

Sealed bids will be received at 300 W. Main Street, Grand Prairie, Texas 75050 or via Grand Prairie Planet Bids: [Link](#) until Wednesday, May 8, 2024 at 10:00 AM, and publicly opened via teleconference at that time for the procurement of the following:

RFQ # 24122 – Ready Mix Concrete

Further information and specifications may be obtained at Grand Prairie Planet Bids: <https://vendors.planetbids.com/portal/53284/portal-home> or from the Purchasing division at (972) 237-8269.

The city reserves the right to reject any or all bids and to waive formalities. The city also reserves the right to purchase these items through state awarded contracts or other intergovernmental agreements when it is in the best interest of the city.

Publish: April 24 & May 1, 2024

1. PROJECT SCOPE

It is the intent of this specification to obtain an annual price agreement for the purchase of ready-mix concrete for the City of Grand Prairie Public Works Street Department.

2. PRODUCT AND REQUIREMENTS

2.1 These specifications shall govern for Portland Cement Concrete (PCC) to be used by the City of Grand Prairie in concrete pavement, concrete structures, and other concrete construction. All PCC shall be proportioned and batched from a central plant and delivered to the job site by transit mix truck and shall be ready for immediate use.

2.2 Vendors shall submit a mix design with their bid. All materials and mix designs shall be approved by the City of Grand Prairie.

3. MATERIALS, MIXING & TRANSPORT

PCC shall consist of a uniform, well-graded mixture of content, (with or without) fly ash, water, fine aggregate, and additives. Green cement may be wet or dry kiln as long as it is within the Texas Commission on Environmental Quality (TCEQ) emission requirements. Materials shall conform to the provisions of the latest edition of the "Standard Specifications for Public Works Construction, North Central Texas" published by the North Central Texas Council of Governments (NCTCOG) or the "1993 Standard Specification for Construction of Highways, Streets, and Bridges" published by the Texas Department of Transportation (TXDOT). The applicable provisions of the specifications are:

3.1 Standard Specifications for Public Works Construction – NCTCOG

3.1.1 Item 2.1.1 – Aggregates for PCC

3.1.2 Item 2.2.1 – Cement

3.1.3 Item 2.2.2 – Chemical Admixtures

3.1.4 Item 2.2.3 – Mineral Fill

3.1.5 Item 2.2.4 – Water

3.1.6 Item 5.8 – Portland Cement Concrete Pavement

3.1.7 Item 7.4 – Concrete for Structures

3.2 1993 Standard Specification for Construction of Highways, Streets, & Bridges – TXDOT

3.2.1 Item 421 – Portland Cement Concrete

3.2.2 Item 522 – PCC Plant

3.2.3 Item 534 – Hydraulic Cement

4. MIX DESIGNS**4.1 PCC**

- 4.1.1** Shall be based on a mix design certified by an independent testing laboratory to meet the standards set by these specifications.
- 4.1.2** Shall be designed to achieve 4,500 psi compressive strength at 28 days.
- 4.1.3** Slump shall be four (4) inches at delivery unless otherwise stated at time of order.
- 4.1.4** Shall contain a minimum of 6.5 sacks of cement per cubic yard of concrete.
- 4.1.5** May be substituted with fly ash up to 20% in accordance with NCTCOG Section 2.2 at the option of the supplier.
- 4.1.6** Additional Additives
 - 4.1.6.1** 1% NCA
 - 4.1.6.2** 1.5% NCA
 - 4.1.6.3** 2% NCA
 - 4.1.6.4** 2.5% NCA
 - 4.1.6.5** 3% NCA
 - 4.1.6.6** Heating
 - 4.1.6.7** Cooling – cool to 95 degrees as needed
 - 4.1.6.9** High Range Water Reducer

4.2 FLOW-ABLE FILL

- 4.2.1** Shall be no less than 2 sack 150 psi
- 4.2.2** City may purchase approximately 75 cubic yards annually.

4.3 GROUT

- 4.3.1** Fine Grout 3000 psi

5. ESTIMATED USAGE

Estimated one-year quantities are given. Estimated usage shall not constitute an order, but only implies the probable quantity the city will use. The City reserves the right to increase or decrease quantities with no increase in cost to the City.

6. VENDOR QUALIFICATIONS

- 6.1.** Vendor must be engaged in the business of providing ready mix concrete for a minimum of two years within the last five years.
- 6.2.** Vendor must be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees such as state franchise fees. The City reserves the right to request a copy of vendor's audited or un-audited financial statement. When financial statements are requested, the City will review the vendor's audited or un-audited financial statement to this solicitation in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service required in the solicitation. The City will be the sole judge in determining the sufficiency of the vendor's financial resources and ability to perform the contract or provide the service.
- 6.3.** Vendor must provide a list of three (3) governmental or commercial references for work of a similar scope to this specification. The Vendor shall choose references that illustrate the Vendor's ability, capacity, and skill to perform the contract as specified.

7. PAYMENT AND INVOICING

- 7.1. Payment** - The supplies furnished in accordance with this specification will be paid for at the unit price or percentage discount bid within 30 days of receipt of good or invoice, whichever is later unless the on-line ordering option and/or procurement card payment option is utilized.
- 7.2. Invoicing** - The following requirement applies to all invoices. Invoices must reference a purchase order number. Separate invoices are required for each order and shall be sent to the ordering department. The invoice should include the following: As a Municipal Government, the City of Grand Prairie is exempt from all sales and excise taxes. **DO NOT INCLUDE TAXES** in price bid. Tax Exemption Certificates will be issued to successful vendor(s) upon request. Invoices shall include but not limited to:
- 7.2.1.** Purchase Order number
 - 7.2.2.** Invoice number
 - 7.2.3.** Contract rates
 - 7.2.4.** Quantity ordered
 - 7.2.5.** Total amount due

8. PRICE REDETERMINATION

A quarterly price re-determination may be considered by the City in accordance with the Bureau of Labor Statistics Producer Price Index (PPI) series id PCU32732 (Aug/2018). The City reserves the right to reject any or all of the price re-determination not deemed to be in the best interest of the City.

9. PROCUREMENT SCHEDULE

The projected schedule for this procurement is as follows:

Activity	Times	Dates
Release Bid		Thursday, April 25, 2024
Deadline for Questions	4:30 PM	Friday, May 3, 2024
Responses to Questions	4:30 PM	Monday, May 6, 2024
Deadline for Receipt of Bids	10:00 AM	Wednesday, May 8, 2024

10. CONTACT

Information, questions, or clarification concerning the intent of this RFB should be in writing and addressed to Kimberley Ruiz at kgruiz@gptx.org by 4:30 p.m. (CST) of the Deadline for Questions outlined in the Procurement Schedule. City of Grand Prairie's response to questions and requests for clarification will be posted to Grand Prairie Planet Bids: [Link](#).

11. BID EVALUATION

The lowest responsive and responsible Vendor, i.e., the Vendor who fully complied with all the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing., will be awarded the contract. The City of Grand Prairie reserves the right to accept or reject any bids in whole or in part and waive any informality in the competitive bid process. Further, the City reserves the right to enter into any contract deemed to be in the City's best interest.

12. SUBMITTAL RESPONSE GUIDELINES

Vendor's response to this Request for Bid shall include:

- 12.1.** Completed and signed bid checklist.
- 12.2.** Bid Pricing Form filled in with unit prices, extended prices, and total.
- 12.3.** Questionnaire and References answered. References provided should be for similar work/projects with up-to-date contact information (phone and email).
- 12.4.** Bid Affirmation form reviewed and signed.
- 12.5.** Completed Historically Underutilized Business Questionnaire and Additional Verifications Form.
- 12.6.** Optional – Local Preference Consideration Application.

13. AGREEMENT TERMS AND AWARD

The term of the agreement will be for an initial one-year agreement with the option to renew for up to four (4) additional one-year periods. The price agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of the City. The city may award one Primary and one Secondary vendor by portions or for the entire bid. The City of Grand Prairie may award to a single vendor, multiple vendors, or use any combination that serves the best interest of the City. Successful Vendor will enter into a contract with the City for an annual agreement in accordance with the terms and conditions found within.

SOLICITATION STANDARD TERMS AND CONDITIONS

1. INSTRUCTIONS: These standard terms apply to all solicitations.

2. BEST INTEREST: The CITY reserves the right to reject any or all responses and to waive formalities. The CITY also reserves the right to purchase through State awarded contracts or other intergovernmental agreements when it is in the best interest of the CITY to do so.

3. PRICING: Unless otherwise noted in this document, price(s) quoted must be held firm for ninety (90) days to allow for evaluation.

4. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on that basis.

5. F.O.B.: All shipping shall be F.O.B. Destination.

6.COOPERATIVE/INTERLOCAL PURCHASING: If the vendor checked "yes" on the submittal affirmation form to allow for interlocal purchasing, the following will apply: Governmental entities utilizing intergovernmental contracts with the City of Grand Prairie will be eligible, but not obligated, to purchase goods and services under the contract(s) awarded from this solicitation. All purchases by governmental entities other than the City of Grand Prairie will be billed directly to that governmental entity and paid by that governmental entity. The City of Grand Prairie will not be responsible for another governmental entity's debts. Each governmental entity will order their goods and services as needed.

7. SPLIT AWARD: The City of Grand Prairie reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

8. WITHDRAWAL OF RESPONSE TO SOLICITATION: For a period of ninety (90) days following the date designated for the receipt of response, a response may not be withdrawn or cancelled by the vendor without approval by the CITY.

9. ERROR-QUANTITY: Submittals must be made on the units of quantity specified and on extended costs, and they must show total costs. In the event of discrepancies in extension, the unit price shall govern.

10. LATE SUBMITTALS: Submittals received after the submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Grand Prairie is not responsible for lateness from any carrier for any reason.

11. TAXES: The City of Grand Prairie is exempt from federal manufacture's excise taxes and state sales taxes. TAX MUST NOT BE INCLUDED IN PRICING. Tax exemption certificates will be executed by the CITY and furnished upon request.

12. ADDENDA: Any interpretations, corrections or changes to these specifications will be made by addenda. Sole issuing authority of the addenda shall be vested in the City of Grand Prairie Purchasing Department. Addenda will be mailed to all who are known to have received a copy of this solicitation. It is the responsibility of proposers to ensure they have received and understand any issued addenda.

13. PROTEST: Protests shall be submitted in writing and filed with the Purchasing Division no less than three (3) business days prior to the CITY Council meeting at which the award appears on the agenda. A written response will be prepared by the Purchasing Manager in consultation with the end user department and CITY Attorney in accordance with the CITY Purchasing Manual. If the protesting vendor does not agree with the staff recommendation, they may appeal to the CITY Council. Protesting vendors must contact the CITY Secretary to be acknowledged and heard by CITY Council at the first available Council meeting.

14. PAYMENT TERMS: Unless otherwise specified by the CITY in this document, payment terms are Net 30.

15. PATENT RIGHTS: The vendor agrees to indemnify and hold the CITY harmless from any claim involving patent right infringement or copyrights on goods supplied.

16. FUNDING: The City of Grand Prairie is a home-rule municipal corporation operated and funded on an annual basis for October 1 to September 30. The CITY reserves the right to terminate, without liability to the CITY, any contract for which funding is not available.

17. ASSIGNMENT: Vendor shall not sell, assign, transfer, or convey this contract in whole or in part, without the prior written consent of the CITY.

18. VENUE: This agreement will be governed and construed according to the laws of the State of Texas.

19. RIGHT OF REVIEW: Vendor covenants and agrees that the CITY, upon reasonable notice to vendor, may review any of the work performed by vendor under this Contract.

20. DELIVERY TIMES: Deliveries will be acceptable only during normal working hours at the designated CITY municipal facility.

21. STANDARD WARRANTY: Standard manufacturers' warranties shall be provided and submitted to the City of Grand Prairie upon request.

22. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

23. ORDERS AND INVOICING: A purchase order number is required for all purchases. All invoices must identify the purchase order number, include the bid unit pricing by item, identify the ordering department/user, and include contact phone and email.

24. CONFLICT OF INTEREST: The successful vendor agrees that during the contract period vendor and any of vendor's associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this contract. All activities, investigations and other efforts made by vendor pursuant to this contract will be conducted by employees or associates of vendor. Vendor further agrees that it understands that the Code of Ordinances of the City of Grand Prairie prohibits any officer or employee of the CITY from having any financial interest, either direct or indirect, in any business transaction with the CITY. Any violation of this paragraph which occurred with the actual or

constructive knowledge of VENDOR will render this contract voidable by the CITY.

a. FORM CIQ – is required when a conflict exists in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law, this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor. This form may be obtained from the City of Grand Prairie website.

25. CONFIDENTIAL WORK: Any reports, designs, plan, information, project evaluations, data or any other documentation given to or prepared or assembled by VENDOR under this contract shall be kept confidential and may not be made available to any individual or organization by VENDOR without the prior written approval of the CITY except as may be required by law.

26. WARRANTY, HOLD HARMLESS, AND INDEMNITY: VENDOR warrants that the commodities it delivers to the CITY shall be delivered in a good and workmanlike manner, and that any item delivered to the CITY under this contract will be fit for the particular purpose for which it was furnished. VENDOR shall defend, indemnify, and hold the CITY whole and harmless against any and all claims for damages, costs, and expenses to persons or property that may arise out of, or be occasioned by, the execution or performance of this Contract or any of VENDOR's activities or any act of commission or omission related to this Contract of any representative, agent, customer, employee, sub-vendor or invitee of VENDOR or any representative, agent, employee, or servant of the CITY. If an item is covered by a manufacturer's warranty, it is the responsibility of the VENDOR to obtain the information for CITY and to get the manufacturer to honor the warranty.

27. PROPRIETARY INFORMATION: Any material or information that is considered proprietary in nature must be clearly marked as such and will be treated as

confidential by the City of Grand Prairie to the extent permitted by law.

28. WAIVER OF ATTORNEYS FEES: VENDOR and CITY expressly agree that in the event of any litigation arising between the parties to this contract, each party shall be solely responsible for payment of its attorneys. In no event shall either party be responsible for the other party's attorney's fees, regardless of the outcome of the litigation.

29. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Grand Prairie.

30. TERMINATION: The CITY may, at its option and without prejudice to any other remedy to which it may be entitled at law or in equity, terminate further work under the resulting contract, in whole or in part, by giving at least thirty (30) days prior written notice of termination to VENDOR. VENDOR understands that no further orders may be accepted after the date specified in such notice. In the event of termination and following its inspection and acceptance of goods and services properly ordered prior to the date specified in the notice of termination, the CITY shall equitably compensate VENDOR in accordance with the terms of this contract. If the CITY terminates this agreement, VENDOR shall not be entitled to lost or anticipated profits.

31. TERMINATION FOR DEFAULT: If VENDOR defaults on this agreement, the CITY reserves the right to enforce the performance of the resulting contract in any manner either prescribed by law or deemed to be in the best interest of the CITY. The CITY reserves the right to terminate the resulting contract immediately if the VENDOR fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with this contract and incorporated documents. A breach of contract or default by VENDOR authorizes the CITY to award the contract to another VENDOR, purchase elsewhere, and charge the full increase in cost and handling to the defaulting VENDOR.

32. PERFORMANCE OF WORK: VENDOR or VENDOR's associates and employees shall perform all the work called for in this contract. VENDOR agrees that all of VENDOR's associates and employees who work on this

project shall be competent and fully qualified to undertake the work described in this contract. VENDOR agrees that the services performed shall be performed in a good and workmanlike manner, and that the finished product shall be fit for the particular use(s) contemplated by this agreement.

33. OWNERSHIP OF DOCUMENTS: VENDOR acknowledges that the CITY owns all notes, reports, or other documents, intellectual property or documentation produced by the VENDOR pursuant to the resulting contract or in connection with its work which are not otherwise public records. VENDOR acknowledges that the CITY shall have copyright privileges to those notes, reports, documents, processes, and information. VENDOR shall, upon written request, provide CITY a copy of all such notes, reports, documents, and information, except to the extent that they contain confidential information about third parties.

34. PRICE REDETERMINATION: Price redetermination shall only be considered by the CITY forty-five (45) days prior to the anniversary date of the initial contract award and subsequent renewals. Price redetermination requests must be substantiated in writing. The City of Grand Prairie reserves the right to reject the request when it is deemed to be in the best interest of the CITY.

35. DRUG FREE WORKPLACE: VENDOR agrees that during the contract period VENDOR and any of VENDOR's associates and employees shall comply with the CITY'S drug free workplace policy.

36. INSPECTION: All goods and services will be subject to inspection and testing by the CITY prior to acceptance. Goods rejected and goods supplied in quantities greater than ordered may be returned to the VENDOR at its expense. If, at any time, goods or services, including applicable drawings and specifications, are found by the CITY to either be defective in material or workmanship or not in conformity with the requirements of this specification, then the CITY may pursue one or more of the following remedies: (a) Reject and return such goods at VENDOR's expense; (b) Require VENDOR to inspect the goods and remove any nonconforming goods; (c) Replace any nonconforming goods or services with conforming goods or services; or (d) Pursue any rights

and remedies available to the CITY by contract or by law or equity.

37. PACKAGING: All goods must be packaged as specified by the CITY, and they shall be shipped by the route and carrier designated by the CITY. If the CITY does not specify how the goods must be packaged, VENDOR shall package the goods in a way to avoid any damage in transit. If the CITY does not specify the manner of shipment, route, or carrier, VENDOR shall ship the goods at the lowest possible transportation rates, consistent with VENDOR's obligation to meet the delivery schedule set forth in this specification.

38. AUDIT: The CITY reserves the right to audit the records and performance of Vendor during the contract and for three years thereafter.

39. INSURANCE: Prior to the commencement of work under this contract, VENDOR shall obtain and shall continue to maintain in full force and effect during the term of this contract any insurance required by law and any additional insurance that may be required pursuant to the specification. Performance under the contract will not start until this obligation has been met. Carrier must be authorized to do business in Texas rated "A" or better in the current Best Key Rating Guide. All policies shall be of the "occurrence type" and the City of Grand Prairie shall be listed as an additional insured (to the extent Vendor/CITY are indemnified pursuant to the indemnity provisions herein) on all certificates of insurance. Additional Insured Clauses does not apply to Workers' Compensation and Employer's Liability. A waiver of Subrogation Clause, naming the City of Grand Prairie "shall be included" on all types of coverages.

TYPE AMOUNT

<u>Insurance Type</u>	<u>Limit</u>
Commercial General Liability	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability	\$1,000,000 Combined Single Limit
Worker's Compensation/ Employer's Liability	Statutory \$1,000,000

40. HB 1295 FORM: At time of contract execution VENDOR must provide a signed Form 1295 received

directly from the Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

41. CONTRACT EXECUTION AND START DATE: The awarded VENDOR will have ten (10) calendar days after receiving the notice of award to return the executed contract, certificate of insurance, Form 1295, and VENDOR setup packet (when applicable). If VENDOR fails to return the required documents by the indicated deadline, the CITY reserves the right to immediately terminate the contract, place the VENDOR on the CITY's debarred vendor list, and award the contract to another VENDOR. After documentation is received by the CITY, either a notice to proceed or a purchase order will be issued. VENDOR will have up to five (5) calendar days to begin performance under this contract, unless otherwise agreed in writing between the CITY and VENDOR.

42. STORMWATER REQUIREMENTS: Where applicable, VENDOR shall implement Best Management Practices (BMPs) and good housekeeping measures to prevent stormwater pollution as required by the current City of Grand Prairie Stormwater Discharges Ordinance (Article XXIII, Section 13).

43. LOCAL PREFERENCE: Section 271.9051 of the Texas Local Government Code authorizes a municipality, when considering competitive sealed bids when the bid evaluation is setup to award to the lowest responsible Vendor, to enter into a contract for certain purchases with a Vendor whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid if the lowest bid is from a business outside the municipality and contracting with the local Vendor would provide the best combination price and other economic benefits to the municipality. Application for Local Vendor Preference must be submitted with bid to be considered by the City of Grand Prairie. If your principal place of business is within the Grand Prairie CITY limits and you want to apply for local preference consideration, then you must provide a tax certificate for the most current year marked PAID, included with your Application for Local Vendor Preference.

SUBMITTAL FORMS

SUBMITTAL CHECK LIST – Company Name Legacy Ready Mix LLC

Interested parties MUST submit the following items for consideration by either of the following delivery methods:

- Online through Grand Prairie Planet Bids (<https://pbsystem.planetbids.com/portal/53284/portal-home>), contact support@planetbids.com for assistance in responding via the website.
- One (1) hard copy, and one (1) electronic copy (flash drive) delivered to the Purchasing Division: City Hall 300 W. Main Street Grand Prairie, TX 75050

The submission should be in the order stated below.

Item		Check List
1	Bid Submittal Check List	X
2	Bid Pricing	X
3	Mix Design	X
4	Questionnaire and References	X
5	Submittal Affirmation Form	X
6	Historically Underutilized Business Questionnaire & House Bill 89 Verification Form	X
7	Optional – Local Preference Consideration Application	

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.


Digitally signed by Hayden Piano
Date: 2024.05.06 19:08:01 -05'00'
Authorized Signature

Hayden Piano
Print/Type Name

General Manager
Title

5/7/2024
Date

BID PRICING

PLEASE USE ATTACHED EXCEL SPREADSHEET

By my signature I affirm all items as listed above have been completed and submitted as part of my firm's proposal.

 Digitally signed by Hayden Piano
Date: 2024.05.07 23:06:51 -05'00'
Authorized Signature

General Manager
Title

Hayden Piano
Print/Type Name

5/7/2024
Date

QUESTIONNAIRE

All questions should be answered clearly and completely. Marketing materials WILL NOT be accepted in lieu of this questionnaire. This questionnaire will assist the City in understanding your submittal and will be used in the evaluation process and therefore it is critical that the questionnaire be completed and submitted with your submittal.

General Contact Information		
Respondent Name: Hayden Piano	Title: General Manager	
Company Name: Legacy Ready Mix LLC		
Company Address: 1510 Irene Dr		
City: Irving	State: TX	ZIP Code: 75061
Telephone Number 972 438 2541	Fax Number:	
Email Address: hayden.piano@legacyreadymix.com	Federal Tax ID: 81-3460512	

Provide at Least 3 References, including contact name, agency name, title, phone number and/or email of those you have provided similar services in the past three years. This information will be used in the evaluation of your submittal.

Project Reference #1	
Reference Name: Michael Roberson	Title: General Superintendent
Reference Organization: Primoris T&D	
Project Title: Oncor Transmission & Substations-Various	
Email Address: michael.roberson@prim.com	Telephone Number: 469 288 7077
Project Reference #2	
Reference Name: Henry Godina	Title: Street Supervisor
Reference Organization: City of Irving	
Project Title: Street Improvements	
Email Address: hgodina@cityofirving.org	Telephone Number: 972 657 0029
Project Reference #3	
Reference Name: Bert Johnson	Title: Asst. Street Superintendent
Reference Organization: City of Duncanville	
Project Title: Street Improvements	
Email Address: bjohnson@duncanville.com	Telephone Number: 214 551 6809

Experience:

1. How many years has your firm been involved in providing these services?

6 Years 6 Months

2. Please list all government entities your firm has worked with in the past 5 years:

- | | |
|--------------------------------|------------------------------|
| 1.) <u>City of Dallas</u> | 6.) <u>City of Grapevine</u> |
| 2.) <u>City of Irving</u> | 7.) _____ |
| 3.) <u>City of Duncanville</u> | 8.) _____ |
| 4.) <u>City of Arlington</u> | 9.) _____ |
| 5.) <u>City of Garland</u> | 10.) _____ |

Reputation:

3. Has your firm failed to complete a contract?

☐ YES

☒ NO

If so, please identify the project and date:

4. Do you have any litigation issues pending in the last three years?

☐ YES

☒ NO

If yes, please explain:

5. Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or officers?

☐ YES

☒ NO

If yes, please explain:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) QUESTIONNAIRE

A Historically Underutilized Business (HUB) is a for-profit entity that has not exceeded the size standards prescribed by 34 TAC §20.23, and has its principal place of business in Texas, and is at least 51% owned by an Asian Pacific American, Black American, Hispanic American, Native American, American woman and/or Service-Disabled Veteran, who reside in Texas and actively participate in the control, operations, and management of the entity's affairs.

☐ American Indian ☐ Asian ☐ Black ☐ Hispanic ☐ Woman-Owned

Certification Status: Is the firm certified as a HUB, Minority, Woman or Disadvantaged Business Enterprise by a government or business development agency? ☐ Yes ☒ No
(If yes, please select specific agency)

☐ State of Texas Historically Underutilized Business (HUB)

☐ North Central Texas Regional Certification Agency (NCTRCA)

☐ Women's Business Enterprise National Council (WBENC)

☐ Texas SBA

☐ Other _____

If you answered in the affirmative, please include a copy of your certification as an attachment to your proposal.

ADDITIONAL VERIFICATIONS

Where applicable, VENDOR makes the following verifications: (a) VENDOR does not boycott Israel as that term is defined in Section 808.001 of the Texas Government Code; (b) In accordance with the terms defined in Section 2274.001 of the Texas Government Code, VENDOR does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and it will not during the term of the contract discriminate against a firearm entity or firearm trade association; and (c) In accordance with the terms defined in Sections 809.001 and 2274.001 of the Texas Government Code, VENDOR does not boycott energy companies, and it will not boycott energy companies during the term of the contract.

By my signature I affirm the information provided in this submittal is accurate to the best of my knowledge.


Digitally signed by Hayden Piano
Date: 2024.05.07 23:11:34 -05'00'

Authorized Signature
Hayden Piano

Print/Type Name

General Manager

Title
5/7/2024

Date

LOCAL PREFERENCE CONSIDERATION APPLICATION

Optional for vendors whose business is located within Grand Prairie city limits.

The City Council requires the following information for consideration of location of a Vendor's principal place of business in award of bid:

1. Location Eligibility:

Principal place of business is defined herein as any business which owns or leases a commercial building within the City limits and uses the building for actual business operations. Is company's principal place of business within the City Limits of Grand Prairie, Texas?

a. If yes, identify name of business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).

i. Business Name: _____

ii. Address: _____

iii. Business Structure: _____

b. Name and city of residence of owner(s)/partners/corporate officers; as applicable.

i. Name/Title: _____

ii. City of Residence: _____

If more than 1 owner/partner/corporate officer exists, attach a separate sheet of paper with remaining person(s) information.

2. General Business Information:

a. Year business established (Grand Prairie location). _____

b. Most recent year property valuation; real and personal property. \$ _____

c. Annual taxable sales originating/payable to Grand Prairie facility? \$ _____

d. Is business current on all property and sales taxes at the time of this bid? _____

e. Total number of current employees assigned to Grand Prairie facility? _____

b. Total number of above employees who are residents of Grand Prairie? _____

3. Economic Development benefits that would result from award of this contract:

a. Number of jobs that will be created or retained at GP facility if awarded bid? _____

b. Amount of City of Grand Prairie sales tax collected and paid for prior tax year? \$ _____

c. Amount of City of Grand Prairie ad valorem taxes paid for prior tax year? \$ _____

d. Will local subcontractor(s) be utilized if awarded this bid? _____

If yes, attach a list of Company and value for each.

e. Other economic development benefit deemed pertinent by applicant. Attach separate sheet if necessary.

City Bid/Quote Number for which local preference is requested: _____

Certification of information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

Company Name

Date

Signature

Print Name

Tax certificate for the most current year marked PAID is attached



1510 Irene Dr. Irving, TX 75061
972-438-2424

Proportioning Concrete Mixtures for Submittal

In accordance with ACI 301-16 (Specifications for Structural Concrete)
4.2.3.1 "If the production facility has records of field strength tests
Performed within the past 48 months and spanning no less than 45
calendar days for a class within 1000 PSI of that specified for Work, calculate a
sample of standard deviation in accordance with 4.2.3.2 (Field strength test
records) and establish the required average compressive strength in accordance
with 4.2.3.3" (Required average compressive strength).

1510 Irene Dr, Irving, TX 75061 972-438-2424



LEGACY READY MIX, LLC

1510 Irene Drive
Irving, TX 75061
(972) 438-2424

CONCRETE MIX DESIGN SUBMITTAL

May 7, 2024

Contractor: City of Grand Prairie

Project: Public Works Street Dept.

Address: Various

City: Grand Prairie, TX

P.C. CONCRETE - One cubic yard mix design S.S.D. Mix ID FF-2.5SK

Cement- Holcim	ASTM C 150	Type IL (10)	235	Lbs.	1.20 cu.ft.
Fly Ash	ASTM C 618	Class "C"	0	Lbs.	0.00 cu.ft.
Coarse Agg.-Hanson	ASTM C33	Size #57 (1")	0	Lbs.	0.00 cu.ft.
Coarse Aggregate	ASTM C 33	Size#	0	Lbs.	0.00 cu.ft.
Fine Agg.-Quality	ASTM C 33	Concrete Sand	3140	Lbs.	19.13 cu.ft.
Water - City	ASTM C 1602		417	Lbs.	6.67 cu.ft.
Admix-Sika 686	ASTM C 494	Type A or F	4-12	oz/cwt	
Admix -	ASTM C 494	Type SB		lbs/cwt	
Admix. Sika Air	ASTM C 260	Type A or F	0	oz/cwt	cu.ft.
Slump	ASTM C 143	9" +/- 1" @ POD			
Compressive Strength	ASTM C 39	1000 psi @ 28 days		Yield:	27.00 cu.ft.
Concrete Temperature		40 - 100 Degrees F			
W/C= 0.56	Entrapped 1-3%	Fresh Unit Wt.= 140.4 pcf			

- The individual who samples and tests the concrete must be certified "ACI LEVEL 1."
- Additional water added to this concrete will reduce the strength. Any water added in excess of specified slump, or w/c ratio, is at the customer's risk of strength loss and concrete damage.
- Legacy Ready Mix, LLC reserves the right to increase cementitious content, if necessary. Mix design cementitious content is stated as a minimum.
- Legacy Ready Mix, LLC reserves the right to adjust chemical admixture dosages to meet jobsite demands, and may use admixtures not listed above to control the mix during hot or cold weather, unless restricted in writing by the client.
- Per ASTM C94, the manufacturer shall be entitled to copies of test reports. Please forward test reports to our office at the above address or E-mail to johnny.piano@legacyreadymix.com



Brand: OneCem®
Material: Blended Cement
Type: IL (10) MS

Material Certification Report

Test Period: 01-Mar-2024 to 31-Mar-2024
Date Issued: 09-Apr-2024

Certification

This cement meets the specifications of ASTM C595 and AASHTO M 240 for Type IL cement.

General Information

Supplier:	Holcim (US) Inc.	Source Location:	Midlothian Plant
Address:	8700 West Bryn Mawr Ave Chicago, IL 60631		1800 Dove Lane Midlothian, TX 76065
Contact:		Contact:	Romeo Achu / (972) 923-5810

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

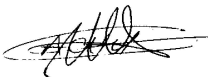
Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Sulfate as SO ₃ (%) ²	3.0 max	3.3	+45 um (No. 325) Sieve (%)	-	4.8
Loss on Ignition (%)	10.0 max	4.3	Blaine Fineness (m ² /kg)	-	460
			Density (g/cm ³) (Specific Gravity)	-	3.09
CaCO ₃ in Limestone (%)	40 min	82	Initial Vicat (minutes)	45-420	106
Total CaCO ₃ + MgCO ₃ in Limestone (%)	70 min	83	Air Content (%)	12 max	10
Equivalent Alkalies (%)	-	0.60	Compressive Strength MPa (psi)		
			3 day	13.0 (1890) min	31.1 (4510)
			7 day	20.0 (2900) min	37.0 (5370)
			28 day (previous month's data)	25.0 (3630) min	43.0 (6240)
			Mortar Bar Expansion (%) (C1038)	0.020 max	0.004
			Sulfate Exp. @180 days(%) (C1012) ³	0.10 max	-

Test Data on ASTM Optional Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Limestone (%) (ASTM)	12.5 max	9.0	Autoclave (%) (C151)	-0.20-0.80	0.01

Notes (*1-9)

¹ Dashes in the Limit/Result columns mean Not Applicable
² It is permissible to exceed the specification limit provided that ASTM C1038 Mortar Bar Expansion does not exceed 0.020% at 14 days.
³ Current Production run not available; most recent results provided. The ASTM C1012 limit for moderate sulfate expansion is 0.10% maximum at 180 days; the limit for high sulfate expansion is either 0.05% maximum at 180 days or 0.10% maximum at one year.
⁴ This data may have been reported on previous mill certificates. It is typical of the cement being currently shipped.
5 - Maximum total alkali, based on a 95% confidence interval level per TxDOT DMS 4600.


Romeo Achu,
Quality Manager



EST, Inc.
www.estinc.net

3522 Sam Rayburn Hwy
Melissa, TX 75454

Report On: Analysis for Fine Aggregate

Lab No: 09993-13

Project No: 60-09993-150

Cust No: 146

Report No: MT09993-13-1

Page 1 of 2

Client: Quality Sand & Gravel
1476 Smith Rd
Hendrix, OK 74741

Project: Quality Sand & Gravel

Report Date: 01/12/2024

Location:

Sample Date: 01/09/2024

Sampled By: Jace Whittington

Field ID: MFA-238A

Please see attached Fine Aggregate testing results.

Orig: Quality Sand & Gravel (1-cc copy)
1-ec Quality Sand & Gravel Attn: Jennifer
1-ec Quality Sand & Gravel Attn: Kenneth
1-ec Quality Sand & Gravel Attn: Danny
1-ec Quality Sand & Gravel Attn: Jack
1-cc Laboratory

Respectfully Submitted,

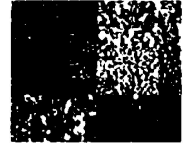
James B. Hutchison, Sr Consturction Materials Test

THIS REPORT APPLIES ONLY TO THE STANDARDS OR PROCEDURES INDICATED AND TO THE SAMPLE(S) TESTED AND/OR OBSERVED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS OR PROCEDURES, NOR DO THEY REPRESENT AN ONGOING QUALITY ASSURANCE PROGRAM UNLESS SO NOTED. THESE REPORTS ARE FOR THE EXCLUSIVE USE OF THE ADDRESSED CLIENT AND ARE NOT TO BE REPRODUCED WITHOUT WRITTEN PERMISSION.

REPORT CREATED BY ElmTree SYSTEM



Engineering Services & Testing
estinc.com



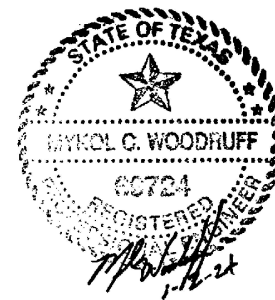
Analysis for Fine Aggregates ASTM C29, C33, C40, C117, C128, C136, C142, D2419 & Tex-612-J

Project Name:	Quality Sand & Gravel	Lab Number:	MT-09993-13-1
Project Number:	60-09993	Lab Identification:	MFA-238A
Project Location:		Date Sampled:	1/5/2024
Sampled By:	Client	Completed Date:	1/9/2024
Client:	Quality Sand	Tested By:	Jace Whittington
Material Description:	Sand	Sample Location:	

Sieve	Size (in)	Percent Retained	Percent Passing	ASTM C33 Spec	TxDot 421 Spec
3/8"	0.375	0.0	100	100%	100%
#4	0.188	3.2	96.8	95% - 100%	95% - 100%
#8	0.094	9.4	90.6	80% - 100%	80% - 100%
#16	0.047	16.6	83.4	50% - 85%	50% - 85%
#30	0.023	35.2	64.8	25% - 60%	25% - 65%
#50	0.012	76.4	23.6	5% - 30%	10% - 35%
#100	0.006	98.1	1.9	0% - 10%	0% - 10%
#200	0.003	99.7	0.3	0% - 3%	0% - 3%
Fineness Modulus		2.39	ASTM C117 (-200 Wash), Percent Loss		0.15%

ASTM C128 Specific Gravity and Absorption of Fine Aggregate	
Apparent Specific Gravity	2.65
Bulk Specific Gravity, (SSD)	2.63
Bulk Specific Gravity	2.62
Absorption	0.5
ASTM C29 Unit Weight of Aggregates	
Loose Unit Wt. (lbs/ft³)	105.3

ASTM C142 Deleterious Material	
Percent Deleterious Material Retained on the +No.16 Sieve, %:	
ASTM C40 Organic Impurities in Fine Aggregate	
5 - Lighter than Standard	
ASTM D2419 Sand Equivalent	
Average Sand Equivalent:	94



EST	Melissa Office	Paris Office	Ft. Worth Office	Sulphur Springs Office	EST
	3522 Sam Rayburn Hwy.	1485 North Main Street	7931 Valcasi Dr.	101 Bill Bradford Rd. #13	
	Melissa, TX 75454	Paris, TX 75460	Arlington, TX 76001	Sulphur Springs, TX 75482	
	Ph: (469) 907-5500	Ph: (903) 732-6303	Ph: (682) 282-6502	Ph: (903) 438-2400	

BUILDING TRUST



Sika Corporation · 201 Polito Avenue · Lyndhurst, NJ 07071 · USA

CONTACT

Nathaniel Artman
Concrete Specialist
Phone: +1.330.495.0109
Mobile: +1.330.495.0109
artman.nathaniel@us.sika.com

RE: CERTIFICATE OF COMPLIANCE - SIKAMENT-686

January 1, 2024

This is to confirm that Sikament-686, high range water reducing admixture, conforms to the requirements of ASTM C494/AASHTO M 194, Type A & F.

Sikament-686 is manufactured under quality control conditions by Sika Corporation. Sikament-686 exhibits the typical physical properties as stated in the current data sheet for the product found at Sika's website www.usa.sika.com when used as directed within the product's shelf life. **Always read the current applicable product data sheet, safety data sheet and label prior to use.**

Results may differ based upon statistical variations depending upon mix design, mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

Sincerely,



Nathaniel Artman, EI
Concrete Specialist

** THIS CERTIFICATE OF COMPLIANCE IS VALID AS OF THE ISSUE DATE SET FORTH ABOVE*

SIKA CORPORATION

201 Polito Avenue · Lyndhurst · NJ 07071 · USA
Phone: +1 201 933 8800 · Fax: +1 201 933 6225 · www.usa.sika.com

PRODUCT DATA SHEET

Sikament®-686

HIGH RANGE WATER REDUCING ADMIXTURE

PRODUCT DESCRIPTION

Sikament®-686 is a high range water reducing admixture utilizing Sika's ViscoCrete® polycarboxylate technology. Sikament®-686 meets the requirements of ASTM C494/AASHTO M 194, Type A & F.

USES

Sikament®-686 is designed for use in ready mix applications whenever high plasticity and increased strengths are required and is effective in concrete containing Portland Limestone Cement (PLC/Type II) and supplementary cementitious materials. Sikament®-686 can be used for production of high slump/flow concrete as well as for production of conventional slump concrete.

CHARACTERISTICS / ADVANTAGES

Various levels of water reduction can be achieved by adjusting the dosage rate of Sikament®-686.

When used as a high range water reducing admixture, water reduction up to 30% can be obtained. The superplasticizing action of Sikament®-686 allows for the production of high slump/flow concrete with excellent workability that can typically be placed with minimal vibration even at a low water/cementitious ratio.

At lower dosage rates Sikament®-686 is an effective normal water reducing or mid-range water reducing admixture. This application is ideal for use with lean, harsh concrete mixes or concrete containing supplementary cementitious materials.

The combined water reducing and superplasticizing action of Sikament®-686 provides the following benefits:

- Reduced water cement ratios produce more durable, dense concrete,
- Increased slump and workability improves efficiency of labor and reduces labor costs,
- Improved finishing characteristics,
- Increased strengths allow faster structural use of concrete.

Sikament®-686 does not contain intentionally added chlorides.

ENVIRONMENTAL INFORMATION

Enables a substantially lower carbon footprint through reduction in cementitious materials. Reduces the amount of water required to produce concrete.

A Manufacturer Inventory is available for Sikament®-686.

For further information, please visit:
<https://usa.sika.com/en/sustainability.html>

PRODUCT INFORMATION

Packaging	Available in 55-gallon (208-liter) drums, 275-gallon (1040-liter) totes and bulk delivery.
Shelf Life	Shelf life when stored in original packaging in dry warehouse conditions

Product Data Sheet
Sikament®-686
April 2024, Version 02.01
021302011000000140

	between 40°F and 80°F (5-27°C) is one year from the date of manufacture.
Storage Conditions	Sikament®-686 should be stored above 40°F (5°C). If frozen, thaw and agitate thoroughly to return to a normal state. Protect from direct sunlight.
Appearance / Color	Brown Liquid
Specific gravity	Approx. 1.051

APPLICATION INFORMATION

Recommended Dosage	The typical dosage rate of Sikament®-686 will vary between 3-12 fl oz / 100 lb. (195-780 mL / 100 kg) of cement or cementitious materials. If maximum water reduction is required, dosage rates up to 18 fl oz / 100 lb. (1170 ml / 100 kg) or above of cement or cementitious materials may be used. Various factors will affect the dosage rates. Trial mixes with the actual materials should be conducted to determine the required dosage for optimum performance. To the extent specialized materials are used, extreme ambient temperatures are encountered, or for other unusual project conditions, dosage rates outside the typical range may be required. For dosage rates outside the typical range, please contact your local Sika representative or the Sika Technical Services Department at 1-800-933-7452.
Mixing	Measure the required quantity manually or by automated dispenser. Add Sikament®-686 directly into the freshly mixed concrete, or as an integral material in the batching cycle. Do NOT mix with dry cement. Sikament®-686 may be dispensed on-site directly prior to placement. Care must be taken to mix thoroughly. When used in combination with other admixtures dispense each admixture separately into the mix. Compatibility: Sikament®-686 can be used in combination with other Sika admixtures and can be successfully used in mix designs utilizing supplementary cementitious materials. If used in combination with certain Sikament® high range water reducers, it may affect the plastic properties of fresh concrete.

BASIS OF PRODUCT DATA

See Legal Disclaimer.

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

OTHER RESTRICTIONS

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Sikament®-686
April 2024, Version 02.01
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LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 1-800-933-7452.

Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
Phone: +1-800-933-7452
Fax: +1-201-933-6225
usa.sika.com



Product Data Sheet
Sikament®-686
April 2024, Version 02.01
021302011000000140





1510 Irene Dr. Irving, TX 75061
972-438-2424

Proportioning Concrete Mixtures for Submittal

In accordance with ACI 301-16 (Specifications for Structural Concrete)
4.2.3.1 "If the production facility has records of field strength tests
Performed within the past 48 months and spanning no less than 45
calendar days for a class within 1000 PSI of that specified for Work, calculate a
sample of standard deviation in accordance with 4.2.3.2 (Field strength test
records) and establish the required average compressive strength in accordance
with 4.2.3.3" (Required average compressive strength).

1510 Irene Dr, Irving, TX 75061 972-438-2424



LEGACY READY MIX, LLC

1510 Irene Drive
Irving, TX 75061
(972) 438-2424

CONCRETE MIX DESIGN SUBMITTAL

May 7, 2024

Contractor: City of Grand Prairie

Project: Public Works Street Dept.

Address: Various

City: Grand Prairie, TX

P.C. CONCRETE - Misc One cubic yard mix design

S.S.D. Mix ID Grout-9SK

Cement- Holcim	ASTM C 150	Type IL (10)	846	Lbs.	4.30 cu.ft.
Fly Ash	ASTM C 618	Class "C"	0	Lbs.	0.00 cu.ft.
Coarse Agg.-Hanson	ASTM C33	Size #57 (1")	0	Lbs.	0.00 cu.ft.
Coarse Aggregate	ASTM C 33	Size#	0	Lbs.	0.00 cu.ft.
Fine Agg.-Quality	ASTM C 33	Concrete Sand	2884	Lbs.	17.57 cu.ft.
Water - City	ASTM C 1602		320	Lbs.	5.13 cu.ft.
Admix-Sika 686	ASTM C 494	Type A or F	8-12	oz/cwt	
Admix -	ASTM C 494	Type SB		lbs/cwt	
Admix. Sika Air	ASTM C 260	Type A or F	0	oz/cwt	cu.ft.
Slump	ASTM C 143	6" +/- 2" @ POD			
Compressive Strength	ASTM C 39	3000 psi @ 28 days		Yield:	27.00 cu.ft.
Concrete Temperature		45 - 95 Degrees F			
W/C= 0.38	Entrapped 1-3%	Fresh Unit Wt.= 150.0 pcf			

- The individual who samples and tests the concrete must be certified "ACI LEVEL 1."
- Additional water added to this concrete will reduce the strength. Any water added in excess of specified slump, or w/c ratio, is at the customer's risk of strength loss and concrete damage.
- Legacy Ready Mix, LLC reserves the right to increase cementitious content, if necessary. Mix design cementitious content is stated as a minimum.
- Legacy Ready Mix, LLC reserves the right to adjust chemical admixture dosages to meet jobsite demands, and may use admixtures not listed above to control the mix during hot or cold weather, unless restricted in writing by the client.
- Per ASTM C94, the manufacturer shall be entitled to copies of test reports. Please forward test reports to our office at the above address or E-mail to johnny.piano@legacyreadymix.com



Brand: OneCem®
Material: Blended Cement
Type: IL (10) MS

Material Certification Report

Test Period: 01-Mar-2024 to 31-Mar-2024
Date Issued: 09-Apr-2024

Certification

This cement meets the specifications of ASTM C595 and AASHTO M 240 for Type IL cement.

General Information

Supplier:	Holcim (US) Inc.	Source Location:	Midlothian Plant
Address:	8700 West Bryn Mawr Ave Chicago, IL 60631		1800 Dove Lane Midlothian, TX 76065
Contact:		Contact:	Romeo Achu / (972) 923-5810

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Sulfate as SO ₃ (%) ²	3.0 max	3.3	+45 um (No. 325) Sieve (%)	-	4.8
Loss on Ignition (%)	10.0 max	4.3	Blaine Fineness (m ² /kg)	-	460
			Density (g/cm ³) (Specific Gravity)	-	3.09
CaCO ₃ in Limestone (%)	40 min	82	Initial Vicat (minutes)	45-420	106
Total CaCO ₃ + MgCO ₃ in Limestone (%)	70 min	83	Air Content (%)	12 max	10
Equivalent Alkalies (%)	-	0.60	Compressive Strength MPa (psi)		
			3 day	13.0 (1890) min	31.1 (4510)
			7 day	20.0 (2900) min	37.0 (5370)
			28 day (previous month's data)	25.0 (3630) min	43.0 (6240)
			Mortar Bar Expansion (%) (C1038)	0.020 max	0.004
			Sulfate Exp. @180 days(%) (C1012) ³	0.10 max	-

Test Data on ASTM Optional Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Limestone (%) (ASTM)	12.5 max	9.0	Autoclave (%) (C151)	-0.20-0.80	0.01

Notes (*1-9)

- ¹ Dashes in the Limit/Result columns mean Not Applicable
- ² It is permissible to exceed the specification limit provided that ASTM C1038 Mortar Bar Expansion does not exceed 0.020% at 14 days.
- ³ Current Production run not available; most recent results provided. The ASTM C1012 limit for moderate sulfate expansion is 0.10% maximum at 180 days; the limit for high sulfate expansion is either 0.05% maximum at 180 days or 0.10% maximum at one year.
- ⁴ This data may have been reported on previous mill certificates. It is typical of the cement being currently shipped.
- 5 - Maximum total alkali, based on a 95% confidence interval level per TxDOT DMS 4600.



EST, Inc.
www.estinc.net

3522 Sam Rayburn Hwy
Melissa, TX 75454

Report On: Analysis for Fine Aggregate

Lab No: 09993-13

Project No: 60-09993-150

Cust No: 146

Report No: MT09993-13-1

Page 1 of 2

Client: Quality Sand & Gravel
1476 Smith Rd
Hendrix, OK 74741

Project: Quality Sand & Gravel

Report Date: 01/12/2024

Location:

Sample Date: 01/09/2024

Sampled By: Jace Whittington

Field ID: MFA-238A

Please see attached Fine Aggregate testing results.

Orig: Quality Sand & Gravel (1-cc copy)
1-ec Quality Sand & Gravel Attn: Jennifer
1-ec Quality Sand & Gravel Attn: Kenneth
1-ec Quality Sand & Gravel Attn: Danny
1-ec Quality Sand & Gravel Attn: Jack
1-cc Laboratory

Respectfully Submitted,

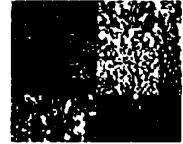
James B. Hutchison, Sr Construction Materials Test

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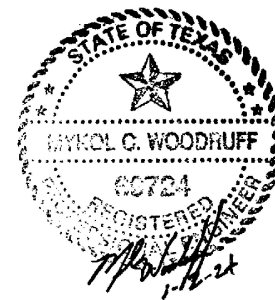
Analysis for Fine Aggregates ASTM C29, C33, C40, C117, C128, C136, C142, D2419 & Tex-612-J

Project Name:	Quality Sand & Gravel	Lab Number:	MT-09993-13-1
Project Number:	60-09993	Lab Identification:	MFA-238A
Project Location:		Date Sampled:	1/5/2024
Sampled By:	Client	Completed Date:	1/9/2024
Client:	Quality Sand	Tested By:	Jace Whittington
Material Description:	Sand	Sample Location:	

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#100	0.006	98.1	1.9	0% - 10%	0% - 10%
#200	0.003	99.7	0.3	0% - 3%	0% - 3%
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ASTM C128 Specific Gravity and Absorption of Fine Aggregate	
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Bulk Specific Gavity, (SSD)	2.63
Bulk Specific Gavity	2.62
Absorption	0.5
ASTM C29 Unit Weight of Aggregates	
Loose Unit Wt. (lbs/ft³)	105.3

ASTM C142 Deleterious Material	
Percent Deleterious Material Retained on the +No.16 Sieve, %:	
ASTM C40 Organic Impurities in Fine Aggregate	
5 - Lighter than Standard	
ASTM D2419 Sand Equivalent	
Average Sand Equivalent:	94



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	Ph: (469) 907-5500	Ph: (903) 732-6303	Ph: (682) 282-6502	Ph: (903) 438-2400	

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CONTACT

Nathaniel Artman
Concrete Specialist
Phone: +1.330.495.0109
Mobile: +1.330.495.0109
artman.nathaniel@us.sika.com

RE: CERTIFICATE OF COMPLIANCE - SIKAMENT-686

January 1, 2024

This is to confirm that Sikament-686, high range water reducing admixture, conforms to the requirements of ASTM C494/AASHTO M 194, Type A & F.

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Sincerely,



Nathaniel Artman, EI
Concrete Specialist

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PRODUCT DATA SHEET

Sikament®-686

HIGH RANGE WATER REDUCING ADMIXTURE

PRODUCT DESCRIPTION

Sikament®-686 is a high range water reducing admixture utilizing Sika's ViscoCrete® polycarboxylate technology. Sikament®-686 meets the requirements of ASTM C494/AASHTO M 194, Type A & F.

USES

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Product Data Sheet
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April 2024, Version 02.01
021302011000000140

	between 40°F and 80°F (5-27°C) is one year from the date of manufacture.
Storage Conditions	Sikament®-686 should be stored above 40°F (5°C). If frozen, thaw and agitate thoroughly to return to a normal state. Protect from direct sunlight.
Appearance / Color	Brown Liquid
Specific gravity	Approx. 1.051

APPLICATION INFORMATION

Recommended Dosage	The typical dosage rate of Sikament®-686 will vary between 3-12 fl oz / 100 lb. (195-780 mL / 100 kg) of cement or cementitious materials. If maximum water reduction is required, dosage rates up to 18 fl oz / 100 lb. (1170 ml / 100 kg) or above of cement or cementitious materials may be used. Various factors will affect the dosage rates. Trial mixes with the actual materials should be conducted to determine the required dosage for optimum performance. To the extent specialized materials are used, extreme ambient temperatures are encountered, or for other unusual project conditions, dosage rates outside the typical range may be required. For dosage rates outside the typical range, please contact your local Sika representative or the Sika Technical Services Department at 1-800-933-7452.
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BASIS OF PRODUCT DATA

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OTHER RESTRICTIONS

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- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

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Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
Phone: +1-800-933-7452
Fax: +1-201-933-6225
usa.sika.com



Product Data Sheet
Sikament®-686
April 2024, Version 02.01
021302011000000140



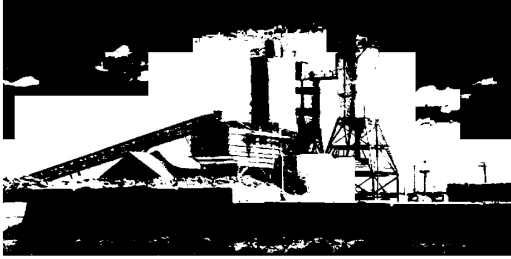


1510 Irene Dr. Irving, TX 75061
972-438-2424

Proportioning Concrete Mixtures for Submittal

In accordance with ACI 301-16 (Specifications for Structural Concrete)
4.2.3.1 "If the production facility has records of field strength tests
Performed within the past 48 months and spanning no less than 45
calendar days for a class within 1000 PSI of that specified for Work, calculate a
sample of standard deviation in accordance with 4.2.3.2 (Field strength test
records) and establish the required average compressive strength in accordance
with 4.2.3.3" (Required average compressive strength).

1510 Irene Dr, Irving, TX 75061 972-438-2424



LEGACY READY MIX, LLC

1510 Irene Drive
Irving, TX 75061
(972) 438-2424

CONCRETE MIX DESIGN SUBMITTAL

May 7, 2024

Contractor: City of Grand Prairie

Project: Public Works Street Dept.

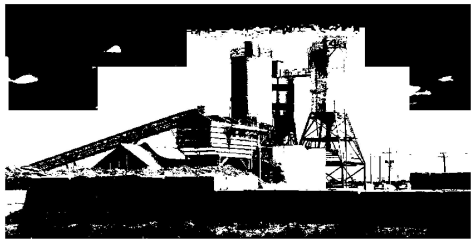
Address: Various

City: Grand Prairie

P.C. CONCRETE - One cubic yard mix design S.S.D. Mix ID LRM 65A

Cement- Holcim	ASTM C 150	Type IL (10)	611	Lbs.	3.11
Fly Ash	ASTM C 618	Class "C"	0	Lbs.	0.00
Coarse Agg.-Hanson	ASTM C33	Size #57 (1")	1840	Lbs.	11.04
Coarse Aggregate	ASTM C 33	Size#	0	Lbs.	0.00
Fine Agg.-Quality	ASTM C 33	Concrete Sand	1096	Lbs.	7.17
Water - City	ASTM C 1602		270	Lbs.	4.33
Admix-Sika 686	ASTM C 494	Type A or F	4-12	oz/cwt	
Admix -	ASTM C 494	Type SB		lbs/cwt	
Admix. Sika Air	ASTM C 260	Type A or F	.25-4	oz/cwt	1.35
Slump	ASTM C 143	4" +/- 1" @ POD			
Compressive Strength	ASTM C 39	4500 psi @ 28 days			Yield: 27.00
Concrete Temperature		45 - 95 Degrees F			
W/C= 0.44 Air Content 4.5 % +/- 1.5% Fresh Unit Wt.= 141.4 pcf					

- The individual who samples and tests the concrete must be certified "ACI LEVEL 1."
- Additional water added to this concrete will reduce the strength. Any water added in excess of spec slump, or w/c ratio, is at the customer's risk of strength loss and concrete damage.
- Legacy Ready Mix, LLC reserves the right to increase cementitious content, if necessary. Mix design cementitious content is stated as a minimum.
- Legacy Ready Mix, LLC reserves the right to adjust chemical admixture dosages to meet jobsite demands and may use admixtures not listed above to control the mix during hot or cold weather, unless restricted by the client.
- Per ASTM C94, the manufacturer shall be entitled to copies of test reports. Please forward test reports to office at the above address or E-mail to johnny.piano@legacyreadymix.com



LEGACY READY MIX

Contractor: various
 Job: various
 Lab: various

Mix No.: LRM65A
 Strength: 4500 psi
 Agg. Size: 1"

Standard Deviation: 191 Modified 225
 Average Strength: 5175

ACI 318 Required average strength.

(1) 4802 psi
 (2) 4525 psi

Date	Temp.	Slump	Air %	7 Day	28 Day	28 Day	28 Day Average	3 Consecutive Average
5/5/2023	80	5	5.2	3920	4820	4840	4830	4830
5/12/2023	82	4.5	3.5	4140	5050	5070	5060	4945
5/16/2023	74	4	4.3	4080	4980	4960	4970	4953
6/14/2023	85	5	5.4	4190	5230	5240	5235	5088
6/23/2023	87	5.5	6	3990	4940	4960	4950	5052
6/27/2023	88	3.5	4.5	4340	5290	5310	5300	5162
7/7/2023	87	4	4.2	4240	5120	5140	5130	5127
7/12/2023	88	5	3.9	4180	4920	4930	4925	5118
7/20/2023	87	4.5	4.1	4160	5200	5210	5205	5087
8/4/2023	88	3	4.8	4260	5380	5360	5370	5167
8/22/2023	89	3.5	5	4340	5420	5440	5430	5335
9/12/2023	79	4	4.8	4280	5380	5390	5385	5395
9/22/2023	88	5.5	4.5	4130	5240	5230	5235	5350
10/18/2023	73	4.5	3.8	4290	5380	5410	5395	5338
10/18/2023	74	5	5.6	4270	5200	5220	5210	5280
11/8/2023	78	5.5	5.8	4120	5190	5180	5185	5263
11/16/2023	58	5	4.7	4390	5480	5500	5490	5295
12/7/2023	63	5.5	6.1	4250	5190	5180	5185	5287
12/19/2023	54	4.5	3.7	4410	5560	5570	5565	5413
1/30/2024	65	3.5	4.9	4380	5420	5440	5430	5393
2/6/2024	58	3	5.5	4340	5390	5410	5400	5465
2/6/2024	59	4	5.8	4450	5480	5460	5470	5433



Brand: OneCem®
Material: Blended Cement
Type: IL (10) MS

Material Certification Report

Test Period: 01-Mar-2024 to 31-Mar-2024
Date Issued: 09-Apr-2024

Certification

This cement meets the specifications of ASTM C595 and AASHTO M 240 for Type IL cement.

General Information

Supplier:	Holcim (US) Inc.	Source Location:	Midlothian Plant
Address:	8700 West Bryn Mawr Ave Chicago, IL 60631		1800 Dove Lane Midlothian, TX 76065
Contact:		Contact:	Romeo Achu / (972) 923-5810

The following is based on average test data during the test period. The data is typical of product shipped from this source; individual shipments may vary.

Test Data on ASTM Standard Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Sulfate as SO ₃ (%) ²	3.0 max	3.3	+45 um (No. 325) Sieve (%)	-	4.8
Loss on Ignition (%)	10.0 max	4.3	Blaine Fineness (m ² /kg)	-	460
			Density (g/cm ³) (Specific Gravity)	-	3.09
CaCO ₃ in Limestone (%)	40 min	82	Initial Vicat (minutes)	45-420	106
Total CaCO ₃ + MgCO ₃ in Limestone (%)	70 min	83	Air Content (%)	12 max	10
Equivalent Alkalies (%)	-	0.60	Compressive Strength MPa (psi)		
			3 day	13.0 (1890) min	31.1 (4510)
			7 day	20.0 (2900) min	37.0 (5370)
			28 day (previous month's data)	25.0 (3630) min	43.0 (6240)
			Mortar Bar Expansion (%) (C1038)	0.020 max	0.004
			Sulfate Exp. @180 days(%) (C1012) ³	0.10 max	-

Test Data on ASTM Optional Requirements

Chemical			Physical		
Item	Limit ¹	Result	Item	Limit ¹	Result
Limestone (%) (ASTM)	12.5 max	9.0	Autoclave (%) (C151)	-0.20-0.80	0.01

Notes (*1-9)

¹ Dashes in the Limit/Result columns mean Not Applicable
² It is permissible to exceed the specification limit provided that ASTM C1038 Mortar Bar Expansion does not exceed 0.020% at 14 days.
³ Current Production run not available; most recent results provided. The ASTM C1012 limit for moderate sulfate expansion is 0.10% maximum at 180 days; the limit for high sulfate expansion is either 0.05% maximum at 180 days or 0.10% maximum at one year.
⁴ This data may have been reported on previous mill certificates. It is typical of the cement being currently shipped.
5 - Maximum total alkali, based on a 95% confidence interval level per TxDOT DMS 4600.

Romeo Achu,
Quality Manager

**Technical Services Lab**

1000 N. MacArthur Blvd.

Grand Prairie, TX 75050

Tel. 972-260-3606

Fax. 972-260-3655

MATERIALS EVALUATION**Coarse Aggregates**

Source: Heidelberg Materials @ Lake-Bridgeport Plant #707 **Technical Services**

Type: ASTM #57 (1" - #4) Crushed Limestone **Report:** 2024-707

Lab NO: TS-Weekly-24 **Date:** 04-18-24

Date: Received: 03-01-24

ASTM METHOD	TEST DESCRIPTION	TEST RESULTS	ASTM C-33 Specification
C-136	1-1/2" Sieve	100 % Passing	100
C-136	1" Sieve	97 % Passing	95-100
C-136	3/4" Sieve	82 % Passing	-----
C-136	1/2" Sieve	52 % Passing	25-60
C-136	3/8" Sieve	31 % Passing	-----
C-136	#4 Sieve	7 % Passing	0-10
C-136	#8 Sieve	3 % Passing	0-5
C-136	#16 Sieve	2 % Passing	-----
C-117	Decant (- #200 Sieve Washed)	0.54 % Passing	1.5% Max.
C-127	Relative Bulk Specific Gravity, SSD	2.638	
C-127	Relative Bulk Specific Gravity, Dry	2.604	
C-127	Absorption,	1.44 %	
C-29	Unit Weight (Dry Rodded),	96.1 Lbs/Cu.Ft.	
C-29	Unit Weight (Dry Loose),	86.8 Lbs/Cu.Ft.	
C-29	Voids Content (Dry Rodded),	41.6 %	
C-131	L.A. Abrasion,	27.1 % Loss	50% Max.
C-88	* Soundness by Sodium Sulfate (5 cycles),	6.4 % Loss	12% Max.
C-88	* Soundness by Magnesium Sulfate (5 cycles),	8.4 % Loss	18% Max.
C-123	Light Weight Pieces,	0.01 %	0.5% Max.
C-142	Clay Lumps and Friable Particles,	0.01 %	3.0% Max.
C-25	* Calcium Carbonate	EQV, 94.5 %	
C-25	* Acid Insoluble Residue,	5.5 %	

*Note: Typical Results

Product Code TX-126



Vartan Babakhanian, P.E.
Technical Services Lab Manager

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EST, Inc.
www.estinc.net

3522 Sam Rayburn Hwy
Melissa, TX 75454

Report On: Analysis for Fine Aggregate

Lab No: 09993-13

Project No: 60-09993-150

Cust No: 146

Report No: MT09993-13-1

Page 1 of 2

Client: Quality Sand & Gravel
1476 Smith Rd
Hendrix, OK 74741

Project: Quality Sand & Gravel

Report Date: 01/12/2024

Location:

Sample Date: 01/09/2024

Sampled By: Jace Whittington

Field ID: MFA-238A

Please see attached Fine Aggregate testing results.

Orig: Quality Sand & Gravel (1-cc copy)
1-ec Quality Sand & Gravel Attn: Jennifer
1-ec Quality Sand & Gravel Attn: Kenneth
1-ec Quality Sand & Gravel Attn: Danny
1-ec Quality Sand & Gravel Attn: Jack
1-cc Laboratory

Respectfully Submitted,

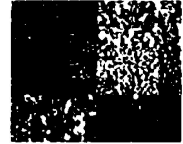
James B. Hutchison, Sr Consturction Materials Test

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REPORT CREATED BY ElmTree SYSTEM



Engineering Services & Testing
estinc.com



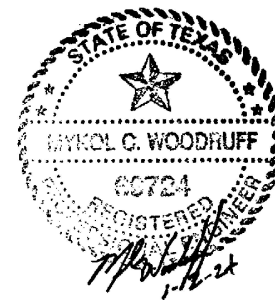
Analysis for Fine Aggregates ASTM C29, C33, C40, C117, C128, C136, C142, D2419 & Tex-612-J

Project Name:	Quality Sand & Gravel	Lab Number:	MT-09993-13-1
Project Number:	60-09993	Lab Identification:	MFA-238A
Project Location:		Date Sampled:	1/5/2024
Sampled By:	Client	Completed Date:	1/9/2024
Client:	Quality Sand	Tested By:	Jace Whittington
Material Description:	Sand	Sample Location:	

Sieve	Size (in)	Percent Retained	Percent Passing	ASTM C33 Spec	TxDot 421 Spec
3/8"	0.375	0.0	100	100%	100%
#4	0.188	3.2	96.8	95% - 100%	95% - 100%
#8	0.094	9.4	90.6	80% - 100%	80% - 100%
#16	0.047	16.6	83.4	50% - 85%	50% - 85%
#30	0.023	35.2	64.8	25% - 60%	25% - 65%
#50	0.012	76.4	23.6	5% - 30%	10% - 35%
#100	0.006	98.1	1.9	0% - 10%	0% - 10%
#200	0.003	99.7	0.3	0% - 3%	0% - 3%
Fineness Modulus		2.39	ASTM C117 (-200 Wash), Percent Loss		0.15%

ASTM C128 Specific Gravity and Absorption of Fine Aggregate	
Apparent Specific Gravity	2.65
Bulk Specific Gavity, (SSD)	2.63
Bulk Specific Gavity	2.62
Absorption	0.5
ASTM C29 Unit Weight of Aggregates	
Loose Unit Wt. (lbs/ft³)	105.3

ASTM C142 Deleterious Material	
Percent Deleterious Material Retained on the +No.16 Sieve, %:	
ASTM C40 Organic Impurities in Fine Aggregate	
5 - Lighter than Standard	
ASTM D2419 Sand Equivalent	
Average Sand Equivalent:	94



Melissa Office		Paris Office		Ft. Worth Office		Sulphur Springs Office	
3522 Sam Rayburn Hwy.		1485 North Main Street		7931 Valcasi Dr.		101 Bill Bradford Rd. #13	
Melissa, TX 75454		Paris, TX 75460		Arlington, TX 76001		Sulphur Springs, TX 75482	
Ph: (469) 907-5500		Ph: (903) 732-6303		Ph: (682) 282-6502		Ph: (903) 438-2400	

BUILDING TRUST



Sika Corporation · 201 Polito Avenue · Lyndhurst, NJ 07071 · USA

CONTACT

Nathaniel Artman
Concrete Specialist
Phone: +1.330.495.0109
Mobile: +1.330.495.0109
artman.nathaniel@us.sika.com

RE: CERTIFICATE OF COMPLIANCE - SIKA AIR

January 1, 2024

This is to confirm that Sika AIR, air entraining admixture, conforms to the requirements of ASTM C260/AASHTO M 154.

Sika AIR is manufactured under quality control conditions by Sika Corporation. Sika AIR exhibits the typical physical properties as stated in the current data sheet for the product found at Sika's website www.usa.sika.com when used as directed within the product's shelf life. **Always read the current applicable product data sheet, safety data sheet and label prior to use.**

Results may differ based upon statistical variations depending upon mix design, mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

Sincerely,



Nathaniel Artman, EI
Concrete Specialist

** THIS CERTIFICATE OF COMPLIANCE IS VALID AS OF THE ISSUE DATE SET FORTH ABOVE*

SIKA CORPORATION

201 Polito Avenue · Lyndhurst · NJ 07071 · USA
Phone: +1 201 933 8800 · Fax: +1 201 933 6225 · www.usa.sika.com

PRODUCT DATA SHEET

Sika® AIR

AIR ENTRAINING ADMIXTURE

PRODUCT DESCRIPTION

Sika® AIR is an organic aqueous solution for the air entrainment of concrete. Sika® AIR meets the requirements of ASTM C260/AASHTO M 154.

USES

Sika® AIR is designed for use in concrete requiring air entrainment and protection from freeze-thaw damage or the harmful effect of de-icing salts. Sika® AIR is suitable for use in a variety of concrete mixes.

CHARACTERISTICS / ADVANTAGES

Sika® AIR provides an enhanced concrete durability with a greater resistance to freeze-thaw cycles.

Sika® AIR also provides:

- Controllability of the air content,
- Improved air-void system,
- Reduced size and number of capillary channels,
- Improved workability especially in lean or harsh mixes,
- Reduced bleeding.

Sika® AIR does not contain intentionally added chlorides.

ENVIRONMENTAL INFORMATION

Lower carbon footprint through reduction in cementitious materials and in some cases sand. More durable concrete enhancing service life.

A Manufacturer Inventory is available for Sika® AIR.

PRODUCT INFORMATION

Packaging	Available in 55-gallon (208-liter) drums, 275-gallon (1040-liter) totes and bulk delivery.
Shelf Life	Shelf life when stored in original packaging in dry warehouse conditions between 40° F and 80° F (5-27° C) is one year from the date of manufacture.
Storage Conditions	Sika® AIR should be stored above 40°F (5°C). If frozen, thaw and agitate thoroughly to return to a normal state. If agitation is needed, DO NOT use pressurized air. Protect from direct sunlight.
Appearance / Color	Clear Orange-Brown Liquid
Specific gravity	1.010

APPLICATION INFORMATION

Recommended Dosage	The typical dosage rate of Sika® AIR will vary between 0.1-6.0 fl oz / 100 lb. (7-400 mL / 100 kg) of cement or cementitious materials. Various factors will affect the dosage rates. Trial mixes with the actual materials should be conducted to determine the required dosage for optimum performance. To the extent specialized materials are used, extreme ambient temperatures are encountered, or for other unusual project conditions, dosage rates outside the typical range may be required. For dosage rates outside the typical range, please contact your local Sika representative or the Sika Technical Services Department at 1-800-933-7452.
Mixing	Measure the required quantity manually or by automated dispenser. Add Sika® AIR directly to the mixing water or to the sand stream, do NOT mix with dry cement. Sika® AIR may be dispensed on-site directly prior to placement. Care must be taken to mix thoroughly. When used in combination with other admixtures dispense each admixture separately into the mix. Compatibility: Sika® AIR can be used in combination with other Sika admixtures and can be successfully used in mix designs utilizing supplementary cementitious materials.

BASIS OF PRODUCT DATA

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

ENVIRONMENTAL, HEALTH AND SAFETY

For information and advice on the safe handling, storage and disposal of chemical products, users should refer to the most recent Material Safety Data Sheet containing physical, ecological, toxicological and other safety-related data.

OTHER RESTRICTIONS

See Legal Disclaimer.

LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or

Product Data Sheet
Sika® AIR
May 2023, Version 02.04
021403021000000123



replacement of this product exclusive of any labor costs.
**NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL
APPLY INCLUDING ANY WARRANTY OF
MERCHANTABILITY OR FITNESS FOR A PARTICULAR
PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL
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or by calling 1-800-933-7452.

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Product Data Sheet
Sika® AIR
May 2023, Version 02.04
021403021000000123

SikaAIR-en-US-(05-2023)-2-4.pdf



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CONTACT

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Concrete Specialist
Phone: +1.330.495.0109
Mobile: +1.330.495.0109
artman.nathaniel@us.sika.com

RE: CERTIFICATE OF COMPLIANCE - SIKAMENT-686

January 1, 2024

This is to confirm that Sikament-686, high range water reducing admixture, conforms to the requirements of ASTM C494/AASHTO M 194, Type A & F.

Sikament-686 is manufactured under quality control conditions by Sika Corporation. Sikament-686 exhibits the typical physical properties as stated in the current data sheet for the product found at Sika's website www.usa.sika.com when used as directed within the product's shelf life. **Always read the current applicable product data sheet, safety data sheet and label prior to use.**

Results may differ based upon statistical variations depending upon mix design, mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.

Sincerely,

Nathaniel Artman, EI
Concrete Specialist

** THIS CERTIFICATE OF COMPLIANCE IS VALID AS OF THE ISSUE DATE SET FORTH ABOVE*

SIKA CORPORATION

201 Polito Avenue · Lyndhurst · NJ 07071 · USA
Phone: +1 201 933 8800 · Fax: +1 201 933 6225 · www.usa.sika.com

PRODUCT DATA SHEET

Sikament®-686

HIGH RANGE WATER REDUCING ADMIXTURE

PRODUCT DESCRIPTION

Sikament®-686 is a high range water reducing admixture utilizing Sika's ViscoCrete® polycarboxylate technology. Sikament®-686 meets the requirements of ASTM C494/AASHTO M 194, Type A & F.

USES

Sikament®-686 is designed for use in ready mix applications whenever high plasticity and increased strengths are required and is effective in concrete containing Portland Limestone Cement (PLC/Type II) and supplementary cementitious materials. Sikament®-686 can be used for production of high slump/flow concrete as well as for production of conventional slump concrete.

CHARACTERISTICS / ADVANTAGES

Various levels of water reduction can be achieved by adjusting the dosage rate of Sikament®-686.

When used as a high range water reducing admixture, water reduction up to 30% can be obtained. The superplasticizing action of Sikament®-686 allows for the production of high slump/flow concrete with excellent workability that can typically be placed with minimal vibration even at a low water/cementitious ratio.

At lower dosage rates Sikament®-686 is an effective normal water reducing or mid-range water reducing admixture. This application is ideal for use with lean, harsh concrete mixes or concrete containing supplementary cementitious materials.

The combined water reducing and superplasticizing action of Sikament®-686 provides the following benefits:

- Reduced water cement ratios produce more durable, dense concrete,
- Increased slump and workability improves efficiency of labor and reduces labor costs,
- Improved finishing characteristics,
- Increased strengths allow faster structural use of concrete.

Sikament®-686 does not contain intentionally added chlorides.

ENVIRONMENTAL INFORMATION

Enables a substantially lower carbon footprint through reduction in cementitious materials. Reduces the amount of water required to produce concrete.

A Manufacturer Inventory is available for Sikament®-686.

For further information, please visit:
<https://usa.sika.com/en/sustainability.html>

PRODUCT INFORMATION

Packaging	Available in 55-gallon (208-liter) drums, 275-gallon (1040-liter) totes and bulk delivery.
Shelf Life	Shelf life when stored in original packaging in dry warehouse conditions

Product Data Sheet
Sikament®-686
April 2024, Version 02.01
021302011000000140

	between 40°F and 80°F (5-27°C) is one year from the date of manufacture.
Storage Conditions	Sikament®-686 should be stored above 40°F (5°C). If frozen, thaw and agitate thoroughly to return to a normal state. Protect from direct sunlight.
Appearance / Color	Brown Liquid
Specific gravity	Approx. 1.051

APPLICATION INFORMATION

Recommended Dosage	The typical dosage rate of Sikament®-686 will vary between 3-12 fl oz / 100 lb. (195-780 mL / 100 kg) of cement or cementitious materials. If maximum water reduction is required, dosage rates up to 18 fl oz / 100 lb. (1170 ml / 100 kg) or above of cement or cementitious materials may be used. Various factors will affect the dosage rates. Trial mixes with the actual materials should be conducted to determine the required dosage for optimum performance. To the extent specialized materials are used, extreme ambient temperatures are encountered, or for other unusual project conditions, dosage rates outside the typical range may be required. For dosage rates outside the typical range, please contact your local Sika representative or the Sika Technical Services Department at 1-800-933-7452.
Mixing	Measure the required quantity manually or by automated dispenser. Add Sikament®-686 directly into the freshly mixed concrete, or as an integral material in the batching cycle. Do NOT mix with dry cement. Sikament®-686 may be dispensed on-site directly prior to placement. Care must be taken to mix thoroughly. When used in combination with other admixtures dispense each admixture separately into the mix. Compatibility: Sikament®-686 can be used in combination with other Sika admixtures and can be successfully used in mix designs utilizing supplementary cementitious materials. If used in combination with certain Sikament® high range water reducers, it may affect the plastic properties of fresh concrete.

BASIS OF PRODUCT DATA

See Legal Disclaimer.

Results may differ based upon statistical variations depending upon mixing methods and equipment, temperature, application methods, test methods, actual site conditions and curing conditions.

ENVIRONMENTAL, HEALTH AND SAFETY

For further information and advice regarding transportation, handling, storage and disposal of chemical products, user should refer to the actual Safety Data Sheets containing physical, environmental, toxicological and other safety related data. User must read the current actual Safety Data Sheets before using any products. In case of an emergency, call CHEMTREC at 1-800-424-9300, International 703-527-3887.

OTHER RESTRICTIONS

Product Data Sheet
Sikament®-686
April 2024, Version 02.01
021302011000000140



LEGAL DISCLAIMER

- KEEP CONTAINER TIGHTLY CLOSED
- KEEP OUT OF REACH OF CHILDREN
- NOT FOR INTERNAL CONSUMPTION
- FOR INDUSTRIAL USE ONLY
- FOR PROFESSIONAL USE ONLY

Prior to each use of any product of Sika Corporation, its subsidiaries or affiliates ("SIKA"), the user must always read and follow the warnings and instructions on the product's most current product label, Product Data Sheet and Safety Data Sheet which are available at usa.sika.com or by calling SIKA's Technical Service Department at 1-800-933-7452. Nothing contained in any SIKA literature or materials relieves the user of the obligation to read and follow the warnings and instructions for each SIKA product as set forth in the current product label, Product Data Sheet and Safety Data Sheet prior to use of the SIKA product.

SIKA warrants this product for one year from date of installation to be free from manufacturing defects and to meet the technical properties on the current Product Data Sheet if used as directed within the product's shelf life. User determines suitability of product for intended use and assumes all risks. User's and/or buyer's sole remedy shall be limited to the purchase price or replacement of this product exclusive of any labor costs. **NO OTHER WARRANTIES EXPRESS OR IMPLIED SHALL APPLY INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SIKA SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR SPECIAL OR CONSEQUENTIAL DAMAGES. SIKA SHALL NOT BE RESPONSIBLE FOR THE USE OF THIS PRODUCT IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.**

Sale of SIKA products are subject to the Terms and Conditions of Sale which are available at <https://usa.sika.com/en/group/SikaCorp/termsandconditions.html> or by calling 1-800-933-7452.

Sika Corporation
201 Polito Avenue
Lyndhurst, NJ 07071
Phone: +1-800-933-7452
Fax: +1-201-933-6225
usa.sika.com



Product Data Sheet
Sikament®-686
April 2024, Version 02.01
021302011000000140



READY MIX CONCRETE BID SHEET RFB # 24122			Vendor:	Legacy Ready Mix LLC	
			Contact:	Hayden Piano	
			Email:	hayden.piano@legacyreadymix.com	
			Phone:	972-438-2541	
			City/State:	Irving/Texas	
	DESCRIPTION	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	4500 psi	5000	Cubic Yard	\$180.00	\$900,000.00
2	Flowable Fill (alternate)	200	Cubic Yard	\$125.00	\$25,000.00
3	Grout 3000 psi	200	Cubic Yard	\$155.00	\$31,000.00
4	Short Load Fee (load less than 6 cy)	100	each	\$150.00	\$15,000.00
5	Site Fresh (Retarder)	25000	each	\$3.00	\$75,000.00
	MISC CHARGES				
5	Sack Adjustment	1	each	\$8.00	
6	Freight Charge per load (9 cy)	1	each	\$75	
7	Fuel Surcharge per load (9 cy)	1	each	\$50.00	
8	Environmental Fee per load (9 cy)	1	each	\$5.00	
9	1% NCA	1	each	\$5.00	
10	1.5% NCA	1	each	\$7.50	
11	2% NCA	1	each	\$10.00	
12	2.5% NCA	1	each	\$12.50	
13	3% NCA	1	each	\$15.00	
14	Heating	1	each	N/A	
15	Cooling (as needed to 95 degrees)	1	each	\$15/30LB ICE Bag	
16	High Range Water Reducer	1	each	\$4.00	
17	Add In Cost for Misc. Charges		Misc Charges not to exceed annually		\$ 4,000.00
TOTAL					\$ 1,050,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aube Insurance Agency P O Box 551103 Dallas, TX 75355	214-549-6186 877-559-8697	CONTACT NAME: Brian Aube PHONE (A/C, No, Ext): 214-549-6186 FAX (A/C, No): 877-559-8697 E-MAIL: brian@aubains.com
INSURED Legacy Ready-Mix, LLC 1502 Irene drive Irving, TX 75061		INSURER(S) AFFORDING COVERAGE INSURER A : Covington Specialty Insurance Co. INSURER B : Progressive County Mutual Ins Co. INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 13027 29203

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR *GL is primary and noncontributory* GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	☒	☒	VBA884627 00	10/13/2023	10/13/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☐ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	☒	☒	06581962-5	02/28/2024	02/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB EXCESS LIAB DED RETENTION \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐	☐	N/A			WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$-

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The coverage shown above is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

CERTIFICATE HOLDER City of Grand Prairie 318 W Main Street Grand Prairie, TX 75050	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R Brian Aube
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ACORD 25 (2010/05)

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Item 15.



CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 06/04/2024

PRESENTER: Caryl DeVries, P.E., PTOE, Director of Transportation and Mobility

TITLE: Annual Contract for Ready Mix Concrete from Rembert Concrete & Construction up to \$1,021,000.00 annually. This contract will be for one year with the option to renew for four additional one-year periods totaling up to \$5,105,000.00 if all extensions are exercised. Award secondary to Legacy Ready Mix up to \$1,050,000.00 annually with the option to renew for four additional one-year periods totaling up to \$5,250,000.00 to be used only if the primary is unable to fulfill the needs of the city

REVIEWING COMMITTEE: (Reviewed by the City Council Development Committee on 05/21/2024)

SUMMARY:

<i>Vendor Name</i>	<i>Annual Cost</i>	<i>Total Cost</i>
Rembert Concrete & Construction	\$1,021,000.00	\$5,105,000.00
Legacy Ready Mix	\$1,050,000.00	\$5,250,000.00

PURPOSE OF REQUEST:

Notice of Bid# 24122 was advertised in the Fort Worth Telegram and Planet Bids. It was sent to 280 Historically Underutilized Businesses (HUBs) and six local vendors. Two vendors responded with Rembert Concrete and Construction being the lowest bidder at up to \$1,021,000 annually followed by Legacy Ready Mix at up to \$1,050,000 annually.

This contract will be utilized to purchase ready mix concrete for street pavement repairs and improvements. Primary award is to Rembert Concrete and Construction with up to four additional one-year renewal periods totaling up to \$5,105,000 if all extensions are exercised. Secondary award is to Legacy Ready Mix with up to four additional one-year renewal periods totaling up to \$5,250,000 if all extensions are exercised and is to be used only if the primary contractor is unable to fulfill the needs of the city.

EXPENDITURE HISTORY

<i>Effective Date</i>	<i>Amount</i>	<i>Purchase Order #</i>	<i>Vendor</i>
12/01/21-11/30/2022	\$111,082.50	PO#1271	Redi-Mix LLC
02/21/2023-01/31/2024	\$134,462.50	PO#1271	Redi-Mix LLC
02/21/2024-07/31/2024	\$96,385.50	PO#1414	Smyrna Ready Mix Concrete LLC

Item 15.

PROCUREMENT DETAILS:

Procurement Method: ☐ Cooperative/Interlocal ☒ RFB/RFP ☐ Sole Source ☐ Professional Services ☐ Exempt

☐ Local Vendor ☒ HUB Vendor

Number of Responses: 2 RFP/RFB #: 24122

Selection Details: ☒ Low Bid ☐ Best Value

FINANCIAL CONSIDERATION:

Budgeted?	☒	Fund Name:	General Fund
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ATTACHMENTS / SUPPORTING DOCUMENTS:

1- Bid Summary

RESOLUTION NO. 2025-496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH LEGACY READY-MIX, LLC. FOR READY-MIXED CONCRETE THROUGH CITY OF GRAND PRAIRIE CONTRACT 58478 FOR A ONE-YEAR TERM WITH A RENEWAL OPTION FOR THREE ADDITIONAL ONE-YEAR TERMS, IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED \$369,810.00, SUBJECT TO CITY COUNCIL APPROPRIATION, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES, INCLUDING CHANGE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas, desires to continue its commitment to making infrastructure improvements to the City's streets; and

WHEREAS, the City Council of Duncanville, Texas, desires to award a bid and authorize a cooperative purchasing agreement with Legacy Ready-Mix, LLC. for ready-mixed concrete through City of Grand Prairie Contract 58478 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed \$369,810.00, subject to City Council appropriation.

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

SECTION 1. The City Council of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Legacy Ready-Mix, LLC. for ready-mixed concrete through City of Grand Prairie Contract 58478 for a one-year term with a renewal option for three additional one-year terms, in an estimated contract amount not to exceed \$369,810.00, subject to City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures, including change orders.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 1st day of July, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 01 Jul 2025

TITLE:

Consider a Resolution awarding a bid and authorizing a cooperative purchasing agreement with Curcco, Inc. for pavement crack and joint sealing services through City of Grand Prairie Contract 21186 for a fourteen-month term, in an estimated contract amount not to exceed \$250,754.68, subject to City Council appropriation.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**

STAFF RESPONSIBLE:

Matt Bryant, Director of Public Works

Shahad Mohammed, Assistant Director of Public Works

BACKGROUND/HISTORY:

The Public Works Department has developed a comprehensive Street Maintenance Plan for Fiscal Year 2024-2025. This plan includes various methods of roadway maintenance to ensure the best use of funds, considering each roadway's specific condition. The FY24-25 Plan includes pavement crack and joint sealing, micro-surfacing, pavement replacement, and mill and overlay treatments to repair and rejuvenate road surfaces.

The City of Duncanville has performed pavement crack and joint sealing on its public streets for over 25 years. Crack sealing involves spraying a melted asphalt solution into surface cracks. This process seals the surface and prevents water from entering, as water is the most destructive element to a pavement structure. By filling or sealing cracks to prevent water from reaching the base and subbase, the life of the pavement can be extended by several years. Flexible rubberized asphalt bonds to the crack walls and moves with the pavement, minimizing water intrusion and slowing deterioration. Occasionally, grass and debris may infiltrate the cracks that need sealing. In such cases, an additional step—crack routing—is required to remove the grass and debris before applying the sealant.

Using the results of our recent pavement condition assessment, the streets outlined in Attachment 1 have been identified for crack sealing. These roadways received a Pavement Condition Index (PCI) score of 55+.

Curtco, Inc. ("Curtco") of Center Point, Texas, offers pavement crack and joint sealing services under City of Grand Prairie Contract 21186. This contract covers both materials and installation through August 31, 2025. Curtco has satisfactorily completed pavement crack and joint seal services contracts for Duncanville in fiscal years 2020 through 2024

POLICY EXPLANATION:

City Council is requested to approve a 14-month agreement with Curtco. The estimated expenditures per fiscal year are outlined below.

FY2024-2025: \$100,754.68

FY2025-2026: \$150,000.00

This agreement is intended to align with the expiration of Curtco's current contract with the City of Grand Prairie. This authorization will cover all pavement crack and joint sealing services needed for the remainder of this fiscal year and the entirety of the next fiscal year. The current agreement with the City of Grand Prairie will expire on August 31, 2025, and is expected to be renewed for one final year, resulting in a new expiration date of August 31, 2026. However, if the renewal does not occur, staff will request the City Council's approval of a new pavement crack and joint sealing services agreement.

FUNDING SOURCE:

ORG and Object Number

01066200-700450 (Street Division/Contractual Services)

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$1,626,031.39	\$100,754.68	\$1,525,276.71

ACTION ALTERNATIVES:

1. Approve.
2. Disapprove.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - FY2024-2025 Crack Seal Street List](#)

[Attachment 2 - City of Grand Prairie Curtco Renewal 3 with Price Increase](#)

[Resolution No. - 2025-495 - Pavement Crack and Joint Sealing Services - Pdf](#)

Attachment 1

FY2024-2025 Crack Seal Street List

Street name	Segment	Linear Feet	Price
Cardinal Creek Drive	Cedar Hill Road to Swan Ridge Drive	7,733 LF	\$4,021.16
Creekhaven Drive	Softwood Drive to Cul-de-sac	20,441 LF	\$10,629.32
East Magnolia	South Alexander Avenue to Acton Avenue	9,559 LF	\$4,970.68
Green Hills Road	Big Stone Gap Road to Cul-de-sac	13,174 LF	\$6,850.48
Greenbriar Lane	Wind Ridge Drive to Green Tree Lane	8,010 LF	\$4,165.20
Greenbriar Lane	Green Tree Lane to Green Tree Lane	15,598 LF	\$8,110.96
Greenway Drive	Big Stone Gap Road to Green Tree Lane	22,629 LF	\$11,767.08
Joe Wilson Road	Cedar Hill Road to South Santa Fe Trail	17,698 LF	\$9,202.96
Katherine Court	South Alexander Avenue to Acton Avenue	5,575 LF	\$2,899.00
Linkwood Drive	Meadowcrest Lane to Ten Mile Lane	7,342 LF	\$3,817.84
Silver Creek Drive	South Main Street to Timberline Drive	54,960 LF	\$28,579.20
Ten Mile Lane	Linkhaven Drive to Softwood Drive	9,979 LF	\$5,189.08
Whispering Hills Drive	Timberline Drive to Seabrook Drive	1,061 LF	\$551.72
Total:		193,759 LF	\$100,754.68

Attachment 2



Contract Coversheet

Dept:* Purchasing **Contract ID:** 21186 R3
For: Transportation Services **Bid Number:** 21119
Contact Name: Kimberley Ruiz **Contact Phone:*** 8089 **Contact Email:*** kg Ruiz@gptx.org
Vendor Name: Curtco, Inc. **Vendor Email:** cwheatcraft@aol.com
Project Name: Pavement Crack & Joint Sealing Services
Summary: Renewal 3 - price increase
Permanent Retention*
☐ Yes ☒ No
Contract Amount: \$ 2,810,000.00 **Total Contract Amount over all terms:** \$ 14,050,000.00
Account # **Work Order #**

Implementation Date	Termination Date	Council Approval Date
9/1/2024	8/31/2025	8/17/2021

Contract Approvals

Department Manager:

Date 11/6/2024

City Attorney Signature

Date 10/29/2024

City Manager Signature

Date 11/15/2024

City Secretary Signature

Date 11/15/2024

Legal Review

Which attorney previously reviewed this contract?

No Prior Legal Review

**CITY OF GRAND PRAIRIE
AMENDMENT #1 TO PRICE AGREEMENT**

THIS AMENDMENT (hereinafter "AMENDMENT") is made and entered into this date by and between the **CITY OF GRAND PRAIRIE**, a Texas municipal corporation (hereinafter "**CITY**"), and **CURTCO, INC** (hereinafter "**VENDOR**"). Collectively, CITY and VENDOR are hereinafter referred to as the "**PARTIES**" and individually as a "**PARTY**."

WHEREAS, the CITY and VENDOR have entered into a price contract to provide pavement crack & joint sealing services (hereinafter "**ORIGINAL CONTRACT**"), per bid award resulting from vendor's response to **RFB #21119**, submitted by Curtis Wheatcraft on **July 8, 2021**; and

WHEREAS, the above-referenced ORIGINAL CONTRACT was for an initial term of one (1) year with the option to renew for four (4) additional one (1) year periods, totaling **FOURTEEN MILLION FIFTY THOUSAND DOLLARS 00/100 (\$14,050,000.00)** if all extensions were exercised. The ORIGINAL CONTRACT was effective as of **September 1, 2021**, and was to terminate at midnight on **August 31, 2022**, unless the PARTIES mutually agreed in writing to extend the term of the ORIGINAL CONTRACT through an allowable renewal option, or unless otherwise terminated as provided in Paragraph XVI of the ORIGINAL CONTRACT; and

WHEREAS, the **first (1) of four (4)** available renewal options was executed on **July 25, 2022**, and extended the term of the ORIGINAL CONTRACT through **August 31, 2023**; the **second (2) of four (4)** renewal options was executed on **June 30, 2023**, and extended the term of the ORIGINAL CONTRACT through **August 31, 2024**; and

WHEREAS, the above-referenced ORIGINAL CONTRACT provides that VENDOR may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the ORIGINAL CONTRACT to cover verifiable increases in cost to the applicable industry.

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the CITY and VENDOR agree as follows:

1. **RECITALS.** The recitals contained herein are true and correct and are incorporated for all purposes.
2. **TERM.** The PARTIES mutually agree to execute the **third (3) of the four (4)** available renewal options and extend the ORIGINAL CONTRACT expiration to midnight on **August 31, 2025** at which time all of the work called for under the ORIGINAL CONTRACT must be completed unless the PARTIES mutually agree in writing to extend the term of the ORIGINAL CONTRACT through an additional allowable renewal option, or, unless otherwise terminated as provided in provided in Paragraph XVI of the ORIGINAL CONTRACT.
3. **PRICE REDETERMINATION.** The CITY and VENDOR agree that the vendor's price redetermination proposal (hereinafter "**VENDOR'S PRICE REDETERMINATION PROPOSAL**", attached hereto to as "**EXHIBIT A**" and incorporated herein in its entirety), contains a price redetermination request in writing that covers verifiable increases in cost, is acceptable and in the best interest of the CITY. The **VENDOR'S PRICE**

REDETERMINATION PROPOSAL shall become effective on the anniversary date of the ORIGINAL CONTRACT.

4. ORDER OF PRECEDENCE. If there is any conflict between the terms of the ORIGINAL CONTRACT and the VENDOR'S PRICE REDETERMINATION PROPOSAL, the order of precedence shall be the ORIGINAL CONTRACT then VENDOR'S PRICE REDETERMINATION PROPOSAL.
5. FEES. The amount paid from CITY to VENDOR shall continue to be an amount not to exceed **TWO MILLION EIGHT HUNDRED TEN THOUSAND DOLLARS 00/100 (\$2,810,000.00)** annually and not to exceed **FOURTEEN MILLION FIFTY THOUSAND DOLLARS-00/100 (\$14,050,000.00)** if all extensions are authorized.
6. INSURANCE. VENDOR shall obtain and shall continue to maintain at no cost to the CITY, in full force and effect during the term of this CONTRACT, a comprehensive liability insurance policy with a company licensed to do business in the State of Texas and rated not less than "A" in the current Best Key Rating Guide, which shall include bodily injury, death, automobile liability, worker's compensation, and property damage coverage, in accordance with any CITY ordinance or directive. The minimum limits for this coverage shall be \$1,000,000.00 per occurrence / \$2,000,000 aggregate for general liability and for property damage, and \$1,000,000 combined single limit for automobile liability unless modified in accordance with any ordinance or directive. Insurance obtained by VENDOR shall be primary and noncontributory, and CITY shall be named as an additional insured under the general liability and automobile policies. A provision shall be incorporated in the policies whereby CITY shall be given at least thirty (30) days prior notice of any material change in coverage or of cancellation of such policies, and Vendor shall provide the City with a copy of any such notice of material change in coverage or cancellation of any such policies, within three (3) business days of its receipt of such a notice. For purposes of this section, a material change in coverage includes, but is not limited to, a reduction in coverage below the amounts required under this CONTRACT. VENDOR shall provide a waiver of subrogation in favor of the CITY on all coverages and represents that it has taken all actions necessary under the policy or policies for the City to have the status of additional insured and to effectuate any required waiver of subrogation. VENDOR shall furnish the CITY with original copies of the policies or certificates evidencing such coverage prior to commencement of any work under this Contract.
7. TERMS AND CONDITIONS. This AMENDMENT shall constitute authorization for the extension of the CONTRACT as set out in the ORIGINAL CONTRACT between the PARTIES. All the terms and conditions of the ORIGINAL CONTRACT shall remain in full force and effect, as amended hereto, unless set out otherwise herein.
8. NOTICES. All notices, requests, or other communications (excluding invoices) hereunder must be in writing and transmitted via overnight courier, email, hand delivery, or certified or registered mail, postage prepaid and return receipt requested to the CITY and VENDOR as follows:

CITY:

City of Grand Prairie

ATTN: Kimberley Ruiz, Senior Buyer | Purchasing Division

300 W. Main Street, Grand Prairie, TX 75050

PO Box 534045, Grand Prairie, TX 75053-4045
 Phone 972-237- 8089 | Email kg Ruiz@gptx.org
 Accounts Payable Contact: accountspayable@gptx.org

City of Grand Prairie
 ATTN: Leland Miller
 1821 S SH161, Grand Prairie, TX 75050
 PO Box 534045, Grand Prairie, TX 75053-4045
 Phone 972-235-8529 | Email lrmiller@gptx.org

VENDOR:
 Curtco, Inc.
 ATTN: Curtis Wheatcraft
 6133 Hwy 27, Center Point, TX, 78010
 Phone 830-634-3434 | Email cwheatcraft@aol.com

Any notice required or desired to be given to either party hereto shall be deemed to be delivered: (i) on the date of delivery, if hand delivered or emailed; (ii) one (1) day after sending, if sent by overnight courier; or (iii) three (3) days after the same is deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by registered or certified mail, return receipt requested, and addressed to such party at the address hereinafter specified. Either party hereto may change such party's address for notice to another address within the United States of America, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

9. AUTHORIZED SIGNATURES. Each PARTY represents to the other that the signatory set forth below is duly authorized to bind that party to this AMENDMENT.
10. VERIFICATIONS. VENDOR VERIFIES THAT: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not "boycott Israel" as that term is defined in Texas Government Code § 808.001 and it will not boycott Israel during the term of this contract; and (3) It does not "boycott energy companies," as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the contract.

REST OF THE DOCUMENT INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.

EXECUTED this the _____ day of _____, 2024.

CITY OF GRAND PRAIRIE, TEXAS

By: Megan Mahan
Deputy City Manager

CURTCO, INC

By: ~~STW~~

Printed
Name: CURTIS WHEATCRAFT

ATTEST:

Title: PRESIDENT

for Gloria Colvin
Mona Lisa Galicia, City Secretary

APPROVED AS TO FORM:



Ron Harper
Assistant City Attorney

CURTCO INC.
 6133 HWY 27
 CENTER POINT, TX 78010
 PHONE 830-634-3434

Date: August 16, 2024
 RE: Bid Price Adjustment
 RFB 21119
 Attn: Kim Ruiz, City of Grand Prairie

Curtco Inc., requested and was granted a price increase on June 17, 2022.

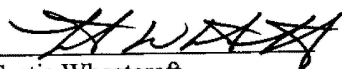
The cost of labor continues to increase. Since the beginning of this contract (2021) we has experienced a 20 – 25% increase in our hourly rate for our employees.

The work that we preform is very labor intensive, with the bulk of our overhead associated with that cost.

We are requesting a 8.69% increase on Bid Items 1, 2, &3. In addition, we are requesting a 4% increase on Bid Item 4. We are not asking for an increase on Item 5- Dust Control. If approved, the unit pricing would increase as follows:

<i>Description</i>	<i>Old price</i>	<i>New price</i>
1.Routing and Seal Crack Concrete	\$1.61	\$1.75
2.Routing and Seal Crack Asphalt	\$1.61	\$1.75
3.Joint Sealing Services	\$1.61	\$1.75
4.Crack Sealing Services	\$0.50	\$0.52
5.Dust Control	\$1.00	\$1.00

Sincerely,


 Curtis Wheatcraft

RESOLUTION NO. 2025-495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AWARDED A BID AND AUTHORIZING A COOPERATIVE PURCHASING AGREEMENT WITH CURTCO, INC. FOR PAVEMENT CRACK AND JOINT SEALING SERVICES THROUGH CITY OF GRAND PRAIRIE CONTRACT 21186 FOR A FOURTEEN-MONTH TERM, IN AN ESTIMATED CONTRACT AMOUNT NOT TO EXCEED \$250,754.68 SUBJECT TO CITY COUNCIL APPROPRIATION; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS RELATED TO SAID EXPENDITURES, INCLUDING CHANGE ORDERS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is necessary to procure pavement crack and joint sealing services to preserve City streets to maintain public infrastructure in the City of Duncanville; and

WHEREAS, the City of Duncanville has entered into a cooperative purchasing agreement with the City of Grand Prairie for products and services; and

WHEREAS, the City of Grand Prairie has taken competitive sealed bids and awarded Contract 21186 for pavement crack and joint sealing services to Curtco, Inc.; and

WHEREAS, the City Council of the City of Duncanville desires to award a bid and authorize a cooperative purchasing agreement with Curtco, Inc. for pavement crack and joint sealing services through City of Grand Prairie Contract 21186 for a fourteen-month term, in an estimated contract amount not to exceed \$250,754.68, subject to City Council appropriation.

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

SECTION 1. The City Council of the City of Duncanville, Texas, hereby awards a bid and authorizes a cooperative purchasing agreement with Curtco, Inc. for pavement crack and joint sealing services through City of Grand Prairie Contract 21186 for a fourteen-month term, in an estimated contract amount not to exceed \$250,754.68, subject to City Council appropriation, and authorizes the City Manager to execute the necessary documents related to said expenditures, including change orders.

SECTION 2. This Resolution shall become effective immediately upon its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of
Duncanville, Texas, on the 1st day of July, 2025.

APPROVED:

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



STAFF REPORT

MEETING: City Council - 01 Jul 2025

TITLE:

Public Hearing to consider amending Chapter 12B "Parks" of the Code of Ordinances to include nature preserves and associated rules and regulations.

Vision Statement:

"Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance."

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Re-Imagine: High Quality of Life**
 - **Develop, maintain, and encourage safe, attractive, viable family-oriented neighborhoods that embrace diversity and pride, promoting economic vitality.**

STAFF RESPONSIBLE:

Bart Stevenson, Director of Parks and Recreation

BACKGROUND/HISTORY:

With the recent designation of the Charles F. Ladd Nature Preserve, rules and regulations of use need to be established to properly maintain the preserve and ensure it's safe use for the public. Staff has been working with the Master Naturalist to create proposed rules and regulations and they were presented to the Park Board at their May 12 meeting. A majority of the preserve rules are already found in Park Ordinance Chapter 12B of the Code of Ordinances. The Park Board recommended approval of the changes to Chapter 12B to include nature preserves and their related regulations. In addition, the City Council was presented this information at the June 17, 2025 Briefing Session.

The highlights of the proposed amendments to Chapter 12B "Parks" are as follows:

1. Add definition of a Preserve, Nature Preserve, or Preserve Use - shall mean an area designated to remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources, to provide for passive recreation and environmental education and to provide publicly and privately owned parcels for permanent open space or preservation purposes, including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, science education, nature observation, and continuity of aesthetic open space and natural area buffering. (Ord. No.2023-2486)

2. Add declarations of preservation related to the Charles F. Ladd Nature Preserve:

- a. The Charles F. Ladd Nature Preserve is hereby designated as a preserve park within the City of Duncanville to be protected and maintained in its natural state for the enjoyment and benefit of current and future generations. The purpose of this preserve is to support the conservation of native wildlife, plant species, and natural resources, while providing opportunities for environmental education, nature observation, and passive recreation.
- b. The preserve shall remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources. The goal is to provide a sanctuary for wildlife and plant species, allowing them to thrive in their natural environment.
- c. The preserve will be used primarily for passive recreation, such as walking, bird watching, and environmental education. Activities within the preserve will be limited to those that have minimal impact on the natural state of the land and its resources.
- d. The preserve shall include low-impact infrastructure, consistent with the Charles F. Ladd Nature Preserve Master Plan (2025), that supports passive recreation and environmental education. This may include trails, observation areas, educational signage, and natural buffers. All improvements will be designed to minimize disruption to the natural environment.
- e. Violations of the regulations governing the Charles F. Ladd Nature Preserve, including unauthorized activities or destruction of natural resources, will be subject to enforcement in accordance with city and park ordinances.

3. Establish a curfew of 10:00 PM closure of a Nature Preserve which is consistent with City Parks that do not include athletic fields or Armstrong Park.

4. Remove the right for any person to kill venomous snakes within parks, including Nature Preserves. The killing of any dangerous animal, including snakes, shall be performed by trained personnel such as the Duncanville Animal Control.

5. Fishing is prohibited in Nature Preserves.

The following rules and regulations are recommended by the Master Naturalists for Nature Preserves and are already addressed in Chapter 12B 'Parks':

1. All trash disposed in designated trash receptacles.
2. Dogs on a leash.
3. No bicycles or motorized vehicles.
4. No loud music.
5. No unauthorized camping or fires.
6. No alcohol or glass containers.
7. No golfing.
8. No hunting.
9. No horses.
10. No specimen collecting as protected by law.
11. Parking within designated parking areas only.

POLICY EXPLANATION:

Chapter 12B "Parks" established the definitions, rules, and regulations of activities in City-owned parks. The proposed amendments to Chapter 12B will include Nature Preserves and their associated regulations. The City Council has the authority to create, amend, or eliminate ordinances within the Duncanville Code of Ordinances. This amendment to Chapter 12B "Parks" will allow the Duncanville

Police Department the ability to enforce these rules and regulations on a nature preserve, including the newly created Charles F. Ladd Nature Preserve.

FUNDING SOURCE:

ORG and Object Number

N/A

Available Budget

N/A

Purchase Amount

N/A

After Encumber

N/A

ACTION ALTERNATIVES:

1. Approve amendments to Chapter 12B "Parks" to include Nature Preserves and related rules and regulations.
2. Do not approve amendments to Chapter 12B "Parks".
3. Other actions as directed by Council.

ATTACHMENTS:

[Duncanville Ordinance Repeal and Replace Chapter 12B Parks 4909-5439-1888 v.1 Chapter 12B PARKS.amendment.03182025](#)

ORDINANCE NO. 2541

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 12B 'PARKS' BY AMENDING SECTION 12B-1 'DEFINITIONS' BY ADDING DEFINITION OF NATURE PRESERVE; DELETING 12B-3(A)1 KILLING REPTILES; AMENDING 12B-3(A)2 PROHIBITING FISHING IN NATURE PRESERVES; ADDING SECTION 12B-9 CHARLES F LADD NATURE PRESERVE; AMENDING SECTION 12B-15 PARK CURFEW HOURS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Duncanville, Texas (the 'City') desires to implement Rules and Regulations for Nature Preserves for the safe use of the Charles F. Ladd Nature Preserve; and

WHEREAS, the City desires to amend the Code of Ordinances, Chapter 12B 'Parks' to include the definition and rules and regulations for Nature Preserves; and

WHEREAS, the City Council of the City of Duncanville, Texas finds that it is in the best interest of the citizens of the City to amend the parks rules and regulations.

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

SECTION 1. The City Council of the City of Duncanville, Texas hereby amends the Code of Ordinances, Chapter 12B 'Parks', Section 12B-1 'Definitions' by adding definition for "Nature Preserve" to herein after read as follows:

"Chapter 12B – Parks

Sec 12B-1- Definitions

.....

(8) Placement of temporary "no-parking" signs in a public right-of-way....

Preserve, Nature Preserve, or Preserve Use shall mean an area designated to remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources, to provide for passive recreation and environmental education and to provide publicly and

privately owned parcels for permanent open space or preservation purposes, including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, science education, nature observation, and continuity of aesthetic open space and natural area buffering."

SECTION 2. The City Council of the City of Duncanville, Texas hereby amends the Code of Ordinances, Chapter 12B 'Parks', Section 12B-3 'Protection of Wild Animals' to herein after read as follows:

"Sec 12B-3- Protection of Wild Animals

It shall be unlawful for any person in any city park to do or cause to done any of the following:

(a) Capture, attempt to capture, hunt, molest, injure, trap, or administer or set out any trap or harmful substance for any wild or domesticated animal, reptile, bird, or fish, or remove or have in his possession the young, eggs or nest of any animal, reptile, or bird, except; any person shall be permitted to fish for and remove from the lakes at any city park, with the exception of a Nature Preserve, any fish that they may catch on a fishing pole line.

(b) Notwithstanding the exception in Subsection (a), fishing is not permitted in a Nature Preserve."

SECTION 3. The City Council of the City of Duncanville, Texas hereby amends the Code of Ordinances, Chapter 12B 'Parks', by adding a new Section 12B-8A 'Charles F. Ladd Nature Preserve' to herein after read as follows:

“ Chapter 12B

.....

Sec 12B-8A- Charles F. Ladd Nature Preserve

(a) The Charles F. Ladd Nature Preserve is hereby designated as a preserve park within the City of Duncanville to be protected and

maintained in its natural state for the enjoyment and benefit of current and future generations. The purpose of this preserve is to support the conservation of native wildlife, plant species, and natural resources, while providing opportunities for environmental education, nature observation, and passive recreation.

- (b) The preserve shall remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources. The goal is to provide a sanctuary for wildlife and plant species, allowing them to thrive in their natural environment.
- (c) The preserve will be used primarily for passive recreation, such as walking, bird watching, and environmental education. Activities within the preserve will be limited to those that have minimal impact on the natural state of the land and its resources.
- (d) The preserve shall include low-impact infrastructure, consistent with the Charles F. Ladd Nature Preserve Master Plan (2025), that supports passive recreation and environmental education. This may include trails, observation areas, educational signage, and natural buffers. All improvements will be designed to minimize disruption to the natural environment.
- (e) Violations of the regulations governing the Charles F. Ladd Nature Preserve, including unauthorized activities or destruction of natural resources, will be subject to enforcement in accordance with city and park ordinances.

.....”

SECTION 4. The City Council of the City of Duncanville, Texas hereby approves and amends the Code of Ordinances, Chapter 12B 'Parks', Section 12B-15 'Park Curfew Hours' to add “Charles F. Ladd Nature Preserve” to the Park Curfew Hours to herein after read as follows:

“ Chapter 12B

.....

Sec 12B-16 - Park Curfew Hours

No person shall occupy, remain, use or be present within Alexander Park, Armstrong Park, Harrington Park, Lakeside Park, or Lions Park after 11:30 p.m. and before 5:00 a.m. without having been issued a valid permit

authorizing the use of the park during the curfew hours specified in the permit. No person shall occupy, remain, use or be present within Charles F. Ladd Nature Preserve, Chris Paris Park, Nichols Park, Oriole Park, Penn Springs Park, Pyburn Park, Quail Run Park, Red Bird Park, Rotary Park, or Willow Run Park after 10:00 p.m. and before 5:00 a.m. without having been issued a valid permit authorizing the use of the park during the curfew hours specified in the permit. It shall be an affirmative defense if the person is operating a motor vehicle on the following public through streets: South Alexander Avenue, Hill City, or Steger Drive."

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 6. That all ordinances of the City of Duncanville, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the City of Duncanville, Texas not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. This Ordinance shall become effective immediately upon its passage as the law in such cases provides.

DULY ORDAINED AND ADOPTED by the City Council of the City of Duncanville, Texas, on the 1st day of July 2025.

APPROVED

Greg Contreras, Mayor

ATTEST:

Chiquita Taylor, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

- CODE OF ORDINANCES
Chapter 12B PARKS

Chapter 12B PARKS¹

¹Cross reference(s)—Administration, ch. 2; animals and fowls, ch. 4; buildings and building regulations, ch. 5; fire prevention and protection, ch. 9; miscellaneous offenses and provisions, ch. 12; zoning, app. A; subdivision regulations, app. B.

Sec. 12B-1. Definitions.

For the purpose of this chapter, the following terms, phrases, words and their derivatives shall have the meaning given therein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

Alcoholic beverage shall mean alcohol in any beverage containing more than one-half of one percent of alcohol by volume which is capable of use for beverage purposes, either alone or when diluted.

Amplified sound means music or speech projected or transmitted by artificial means, including but not limited to, amplifiers, loudspeakers, or any similar devices, but not including automobile or portable AM/FM radios, cassette or tape players.

Assembly means a company of persons gathered for deliberations, legislations, worship or entertainment.

Athletic field means any area of a park designated as a league game field or designated for the playing of a sport including but not limited to soccer, baseball, or softball.

Department means the city department of parks and recreation.

Director means the director of the parks and recreation department, or his authorized representative.

Parade means gathering of persons for public procession.

Park means any land held, used, owned, maintained or acquired by the city for use as a public park, recreation or playground area, and any building or facility thereon, whether or not such areas have been formally dedicated to such purpose.

Parking area means any portion of any park or any park road or drive designated by the director for the parking of vehicles.

Permit means written permission from the director to carry out a given activity in a park.

Special event means an event for which a permit has been issued under art. XII-A, section 6 of the city's zoning ordinance, including the following: a temporary event, or gathering, including a special event parade, using either private or public property, which involves one or more of the following activities, except when the activity is for construction or house moving purposes only:

- (1) Closing a public street;
- (2) Blocking or restriction of public property;
- (3) A gathering of more than 250 persons on public property;
- (4) Sale of merchandise, food, or beverages on public property or on private property where otherwise prohibited by ordinance;
- (5) Erection of a tent on public property, or on private property where otherwise prohibited by ordinance;
- (6) Installation of a stage, band shell, trailer, van, portable building, amusement rides, grandstand or bleachers on public property, or on private property where otherwise prohibited by ordinance;
- (7) Placement of portable toilets on public property, or on private property where otherwise prohibited by ordinance; or
- (8) Placement of temporary "no-parking" signs in a public right-of-way.

Preserve, Nature Preserve, or Preserve Use shall mean an area designated to remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources, to provide for passive

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recreation and environmental education and to provide publicly and privately owned parcels for permanent open space or preservation purposes, including passive recreation, wildlife habitat, ecological, geological, and historical preservation, water quality protection, science education, nature observation, and continuity of aesthetic open space and natural area buffering. (Ord. No.2023-2486)

Vehicle includes any wheeled device of conveyance, propelled by motor or engine. The term shall include any trailer of any kind, size or description. Exception is made for vehicles in the service of the city.

(Ord. No. 832, § 1, 6-15-81; Ord. No. 1738, §§ 1, 2, 7-17-01; Ord. No. 2250, § 1, 6-2-15)

Cross reference(s)—Rules of construction generally, § 1-3.

Sec. 12B-2. Buildings and other property.

It shall be unlawful for any person to construct or erect any building or structure of any kind, whether permanently or temporarily, upon any city park without the express, prior written consent of the director.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-3. Protection of wild animals.

It shall be unlawful for any person in any city park to do or cause to be done any of the following without first obtaining a permit from the director:

- (a) Capture, attempt to capture, hunt, molest, injure, trap or administer or set out any trap or harmful substance for any wild or domesticated animal, reptile, bird or fish, or remove or have in his possession the young, eggs or nest of any animal, reptile or bird, except:
 - 1. Any person may kill on sight any reptile known to be deadly or poisonous; and,
 - 2. Any person shall be permitted to fish for and remove from the lakes at any city park any fish that they may catch on a fishing pole line.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-4. Camping.

No person shall camp overnight in a park except in a designated area. No person shall camp overnight in a park without first obtaining a camping permit from the director.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-5. Fires.

- (a) No person shall start or maintain, in any park, any outdoor fire except for cooking fires which shall be started and maintained only in a provided stove, fireplace, barbecue pit or in a portable camp stove.
- (b) No person starting or maintaining any fire in a park shall leave the fire unattended without first completely extinguishing the fire.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-6. Animals and pets.

- (a) It shall be unlawful and an offense for any person to:
 - (1) Ride a horse or other animal in a park except in areas or on paths or trails designated by park rules and regulations for equestrian use.
 - (2) Permit any dog owned or possessed by him to run at large in a park. The term "running at large" shall have the meaning ascribed in section 4-10 of this Code.
 - (3) Abandon any animal in a park.
 - (b) It shall be unlawful and an offense for any person to ride any animal within a park when such animal is not properly restrained and ridden with due care.
 - (c) No animal shall be allowed to go unattended within a park.
 - (d) It shall be unlawful and an offense for any person to allow or permit an animal, as defined in section 4-10 of this Code, to enter gravel or wood fiber play areas in any park within the city without first obtaining a permit from the director.
 - (e) It shall be a defense to a prosecution for a violation of this section if the animal is a support animal accompanying a person with a disability. A "support animal" as used in this section is any animal that is accompanying a person with a disability for the purpose of aiding and assisting such person."
- (Ord. No. 832, § 1, 6-15-81; Ord. No. 1376, § 1, 4-4-94; Ord. No. 2020, § 1, 4-3-07)

Sec. 12B-7. Vehicle operation within parks.

- (a) The maximum lawful prima facie speed limit in all parks shall be 15 miles per hour.
- (b) It shall be unlawful and an offense for any person to drive or operate any motor vehicle, including without limitation, automobiles, motorcycles and motor bikes, within a park:
 - (1) Except on paved streets or roadways designated for traffic or in designated parking areas of such park; or
 - (2) At a speed greater than 15 miles per hour.
- (c) It shall be unlawful for any person to drive, use, operate, park or stop any motor vehicle at any place in a park in such a manner as to endanger or interfere with the lawful traffic or use of park roads or parking lots or in such a condition as to endanger or interfere with lawful traffic or use of park roads or parking lots.
- (d) It shall be unlawful for any person to stop, stand, or park any motor vehicle, including without limitation, automobiles, motorcycles and motorbikes, except in designated parking areas; or to fail to park the entire motor vehicle within the limit lines of a designated parking stall, where such lines have been provided.
- (e) If a motor vehicle is parked or left in violation of this section and the owner or operator of the vehicle cannot be found, police may remove or impound the vehicle, or the vehicle may be removed in accordance with this Code.
- (f) If a vehicle is found unattended or unoccupied in a park in violation of any provision of this chapter, the fact that such vehicle is unattended or unoccupied by any person shall be prima facie evidence that the owner unlawfully stopped, placed or parked such vehicle. The records of the state highway department or the county highway license department showing the name of the person to whom state highway license plates were issued shall constitute prima facie evidence of ownership by the person therein named.

(Supp. No. 27)

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(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-8. Prohibited acts.

- (a) It shall be unlawful for any person at any time in any park to possess or use a glass container.
 - (b) Except where otherwise permitted in accordance with a special event alcohol permit issued in accordance with section 12-205, or in accordance with the city alcohol policy as part of an approved "rental with alcohol service" of a city facility, it shall be unlawful for any person or persons to possess or consume any alcoholic beverage in the limits of any park within the city.
 - (c) It shall be unlawful and an offense for any person to swim or use or operate a boat in any lake in [Southside Waterview](#) or Lakeside city parks or any other park owned by the city.
 - (d) It shall be unlawful for any person to place or permit to be placed in trash receptacles or containers any garbage, trash, debris, or other wastes not accumulated during the course of normal park activities.
 - (e) Within the limits of any park within the city, it shall be unlawful for any person to drive or hit golf balls.
- (Ord. No. 832, § 1, 6-15-81; Ord. No. 1141, § 1, 12-7-87; Ord. No. 2250, § 1, 6-2-15; Ord. No. 2309, § 3, 4-4-17)

Sec. 12B-9. Charles F. Ladd Nature Preserve.

- (a) The Charles F. Ladd Nature Preserve is hereby designated as a preserve park within the City of Duncanville to be protected and maintained in its natural state for the enjoyment and benefit of current and future generations. The purpose of this preserve is to support the conservation of native wildlife, plant species, and natural resources, while providing opportunities for environmental education, nature observation, and passive recreation.
- (b) The preserve shall remain in a natural or undeveloped state for the protection of native wildlife, plant habitat, and natural resources. The goal is to provide a sanctuary for wildlife and plant species, allowing them to thrive in their natural environment.
- (c) The preserve will be used primarily for passive recreation, such as walking, bird watching, and environmental education. Activities within the preserve will be limited to those that have minimal impact on the natural state of the land and its resources.
- (d) The preserve shall include low-impact infrastructure, consistent with the Charles F. Ladd Nature Preserve Master Plan (2025), that supports passive recreation and environmental education. This may include trails, observation areas, educational signage, and natural buffers. All improvements will be designed to minimize disruption to the natural environment.
- (e) Violations of the regulations governing the Charles F. Ladd Nature Preserve, including unauthorized activities or destruction of natural resources, will be subject to enforcement in accordance with city and park ordinances.

Sec. 12B-910. Closed areas.

- (a) Any section or part of any park may be declared closed to the public by the director at any time and for an interval of time, either temporarily or at a regular stated interval (daily or otherwise) and either entirely or for certain uses, as the director shall find reasonably necessary for the protection of public health or safety, or for park maintenance.

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- (b) Any athletic field in any park may be declared and used exclusively for league game use only and may be closed to the public by the director at any time and for any interval of time, either temporarily or at a regular stated interval (daily or otherwise), as the director shall find reasonably necessary.
 - (c) It shall be unlawful for any person to use or be present in any closed area at any time unless authorized by the director. It shall be unlawful for any person to use, occupy or be present on any athletic field or league game field at any time (1) without first having applied for and been issued a permit from the director, or (2) not being a participant in a league and being actively engaged in league play or activities directly related thereto for which a permit has been issued by the director.

(Ord. No. 1738, § 3, 7-17-01)

Sec. 12B-~~10~~11. Permits required.

In addition to any other provision of this chapter that requires the obtaining of a permit prior to engaging in a given activity, it shall be unlawful for any person in a park to conduct, operate, present, manage or take part in any of the following activities unless a permit is obtained from the director prior to the start of such activity:

- (1) Any organized team or league sports activity.
- (2) Any exhibit, music event, play, motion picture.
- (3) Any assembly or parade.
- (4) Any use of amplified sound equipment.
- (5) Any sale of food, drinks or goods.
- (6) Any park use between 11:30 p.m. and 5:00 a.m. except the following public through streets:
 - a. South Alexander Avenue.
 - b. Hill City.
 - c. Steeger Drive.
- (7) Cutting and removal of any dead trees.
- (8) Charging or collecting fees or donations.
- (9) Use of any athletic field in any park designated for league game use only.
- (10) Use of any park property for a special event.

Permits required by this section shall be posted in the area where the activity is conducted or produced and exhibited upon demand of any law enforcement officer or any authorized park employee.

(Ord. No. 832, § 1, 6-15-81; Ord. No. 1283, § 1, 1-6-92; Ord. No. 1738, § 4, 7-17-01; Ord. No. 2250, § 1, 6-2-15)

Sec. 12B-~~11~~12. Application procedure.

Any person seeking the issuance of a permit to carry on an activity in a park shall file an application with the director. The application shall contain the following:

- (1) The name, address and telephone number of the person or organization applying for the permit, and if an organization, its officers.
- (2) The exact nature of the use or activity for which the permit is being sought.

(Supp. No. 27)

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- (3) The day and hours for which the permit is desired.
 - (4) The part and the portion of the park desired to be used to carry out the proposed use or activity.
 - (5) An estimate of the anticipated attendance.
 - (6) Any other information that the director finds to be reasonably necessary.

Application shall be filed with the director for consideration not less than two days nor more than 365 days before the date of the proposed use or activity. Emergency requests for permit may be submitted and considered at the director's discretion. The park director shall evaluate the application and render a decision on the request.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-~~1213~~. Standards for issuance of permit and procedures.

- (a) A permit shall be issued unless the director finds:
 - (1) That the proposed activity or use of the park will unreasonably interfere with the general public use and enjoyment of the park; or,
 - (2) That the proposed activity or use of the park will unreasonably interfere with the public health, safety or welfare; or,
 - (3) That the facilities desired have been reserved for another activity or use at the day and hour requested in the applications; or,
 - (4) That false or misleading information is contained in the application or required information is omitted; or,
 - (5) That the event would violate any federal, state or municipal law.
- (b) The director may impose reasonable conditions or restrictions on the granting of a permit, including, but not limited to, any of the following:
 - (1) Restrictions on fires, fireworks, amplified sound, sports, use of animals, equipment or vehicles, the number of persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk of unreasonable harm to the use and enjoyment of the park property.
 - (2) A requirement that the applicant post a reasonable deposit of security for the repair of any damage to park property or the cost of cleanup, or both.
 - (3) A requirement that the applicant pay a reasonable fee to defray the cost of furnishing adequate security forces by the city at the proposed use or activity.
 - (4) A requirement that the permittee furnish additional sanitary and refuse facilities that might be reasonably necessary, based on the use or activity for which the permit is being sought.
- (c) Permits shall not be transferable without the written consent of the director.
- (d) Within four days after hearing on the application, the park director shall apprise an applicant in writing of his approval or of reasons for refusing a permit or of any conditions attached to the issuance of the permit. Any person aggrieved by the decision of the director shall have the right to appeal in writing within six days to the city council, which shall consider the application under the standards set forth herein, and sustain or overrule the director's decision at the next regularly scheduled council meeting.
- (e) The director or city manager shall have authority to provide for use of park property for a special event outside of the curfew hours established in section 12B-15. Unless otherwise provided in the permit issued by

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(Supp. No. 27)

the director or special event permit issued by the city manager, a permittee shall be bound by all park rules and regulations and all applicable ordinances as fully as though the same were inserted in his permit.

- (f) The person to whom a permit is issued shall be liable for any loss, damage, or injury to persons or property whatsoever by reason of the negligence of the person to whom such permit is issued, his or its agents, officers or employees.
- (g) The director shall have authority to revoke a permit upon a finding of violation of any rule, ordinance, state or federal law, or upon the violation of any condition or restriction under which the permit was issued. The right of appeal procedure set out in (d) above shall apply to any person aggrieved by any such revocation.

(Ord. No. 832, § 1, 6-15-81; Ord. No. 2250, § 1, 6-2-15)

Sec. 12B-~~13~~14. Interference with users of permits.

It shall be unlawful for any person to prevent, disturb or unreasonably interfere with any other persons occupying any area or participating in any lawful activity permitted within the park.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-~~14~~15. Injury to trees, shrubs, fences, etc.

It shall be unlawful for any person to cut, break, deface or in any way injure the trees, shrubs, plants, grass, turf, fountains, seats, fences, structures, improvements, ornaments or monuments or property, within or upon any of the public parks.

(Ord. No. 832, § 1, 6-15-81)

Sec. 12B-~~15~~16. Park curfew hours.

No person shall occupy, remain, use or be present within Alexander Park, Armstrong Park, Harrington Park, Lakeside Park, or Lions Park after 11:30 p.m. and before 5:00 a.m. without having been issued a valid permit authorizing the use of the park during the curfew hours specified in the permit. No person shall occupy, remain, use or be present within Charles F. Ladd Nature Preserve, Chris Paris Park, Nichols Park, Oriole Park, Penn Springs Park, Pyburn Park, Quail Run Park, Red Bird Park, Rotary Park, or Willow Run Park after 10:00 p.m. and before 5:00 a.m. without having been issued a valid permit authorizing the use of the park during the curfew hours specified in the permit. It shall be an affirmative defense if the person is operating a motor vehicle on the following public through streets: South Alexander Avenue, Hill City, or Steger Drive.

(Ord. No. 1938, § 1, 8-16-05)

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(Supp. No. 27)