



City of Saginaw
Meeting and/or Executive Session Agenda

Tuesday, March 18, 2025, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation. The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

1. Call To Order

1A. Call To Order -- Todd Flippo, Mayor

1B. Pledges--Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas--"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

1C. Invocation--Pastor Joe Rangel, SOBA Church

1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

2. Consent Agenda

All items listed are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

2A. Action Regarding Minutes, March 4, 2025--Vicky Vega, City Secretary

2B. Action Regarding Approval of Purchase of a Vehicle Exhaust Extraction System for Fire Station 2--Doug Spears, Fire Chief

2C. Action Regarding Approval for an Interlocal Agreement with North Central Texas Council of Governments (NCTCOG) for a Tire Collection Event--Glenn Reeves, Environmental Specialist

3. Proclamations-Presentations

3A. Employee Recognitions/Presentations--Gabe Reaume, City Manager

3B. Recognition of Inaugural Saginaw Academy Class--Pedro Zambrano, Director of Economic & Community Engagement

4. Business

4A. Consideration and Action Regarding Approval of Professional Services Agreement with Quorum Architects for Update and Evaluation of Animal Shelter Needs Assessment - Lee Howell, Assistant City Manager

4B. Consideration and Action Regarding Approval of Kitchen Equipment Purchase from Mission Restaurant Supply for Senior Center-Lee Howell, Assistant City Manager

5. Executive Session

The City Council may take action on any Executive Session item posted.

5A. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

5B. Any posted item.

6. Adjournment

6A. Adjournment--Todd Flippo, Mayor

Date Posted: _____ Time: _____ By:

Date Retrieved: _____ Time: _____ By:

Date Posted: March 13, 2025



City Council Memorandum

A. Action Regarding Minutes, March 4, 2025--Vicky Vega, City Secretary

| Meeting | Agenda Group |
|----------------------------------|--------------------------|
| Tuesday, March 18, 2025, 6:00 PM | Consent Agenda Item: 2A. |
| Reference File | |
| | |
| Community Goals | |
| | |

BACKGROUND/DISCUSSION:

The draft minutes for the March 4, 2025 meeting are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff Recommends Approval

Attachments

[Draft Minutes--March 4, 2025.pdf](#)

**** The following document is a draft of the minutes and the not the official approved minutes ****

City of Saginaw
Minutes of the City Council Meeting
Held on March 4, 2025
333 West McLeroy Blvd.

Present at the Meeting:

- Todd Flippo, Mayor
- Paul Felegy, Mayor Pro-Tem, Place 1
- Nick Lawson, Place 2
- Valerie Junkersfeld, Place 3
- Brack St. Clair, Place 4
- Cindy Bighorse, Place 5
- Mary Copeland, Place 6
- Bryn Meredith, City Attorney
- Gabe Reaume, City Manager
- Lee Howell, Asst. City Manager
- Kim Quin, Finance Director
- Vicky Vega, City Secretary
- Russell Ragsdale, Police Chief
- Doug Spears, Fire Chief
- Randy Newsom, Director of Public Works
- Pedro Zambrano, Director of Economic Development & Community Engagement
- Cameron Inglese, Police Officer

Absent from the Meeting:

- Ellen Ritchie, Library Director
- Trenton Tidwell, City Engineer

Visitors at the Meeting:

- Kathryn Jacob
- Elizabeth Thorp
- Shawn Morrison
- Ronnie Horton
- Corey Burnett

- Tommy Reyna
- Marisela Vinson
- Diksha

1. Call To Order

1A. Call To Order -- Todd Flippo, Mayor

Mayor Flippo called the Meeting to order at 6:00 p.m.

1B. Pledges--Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas--"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

1C. Invocation-- Pastor Ronnie Mills, Saginaw Family Bible Church

In the absence of Pastor Mills, Councilmember St. Clair gave the invocation.

1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

2. Consent Agenda

Motion was made by Mayor Pro-Tem Felegy with a second by Councilmember Junkersfeld to approve items 2B, 2C, 2D & 2E of the Consent Agenda as presented. Motion carried unanimously. 7-0-0-0 (2A was pulled from the Consent Agenda for discussion)

2A. Action Regarding Minutes February 4, 2025--Vicky Vega, City Secretary

**** Item was Removed from Consent**

Item 2A was pulled from the Consent Agenda due to a clerical error made by the City Secretary, the error was found in the minutes for the City Council Meeting on February 4, 2025. The clerical error was presented to the Mayor and Council and the minutes have been corrected.

Motion was made by Councilmember St. Clair with a second by Councilmember Junkersfeld to approve the corrected minutes of the February 4, 2025 City Council Meeting. Motion carried unanimously. 7-0-0-0

2B. Action Regarding Minutes February 18, 2025--Vicky Vega, City Secretary

The minutes for the February 18, 2025 meeting are presented for consideration.

Staff Recommended Approval

2C. Action Regarding Approval of By-Laws for the Northwest Emergency Communications Center (NWECC)-- Russell Ragsdale, Police Chief

The City entered into an agreement with the City of Lake Worth creating the Northwest Emergency Communications Center (NWECC), which answers emergency 9-1-1 and administrative calls for service and then dispatches those calls to officers in the field. These By-Laws establish the authority of the NWECC, as well as the partner agency responsibilities, roles, guidelines and financial budgeting of the NWECC. Staff recommends Council approve the NWECC by-Laws

2D. Action Regarding Adoption of Uniform Emergency Medical Services Ordinance -- Doug Spears, Fire Chief

This item is a continuation from the February 18th meeting in which the City Council approved the Emergency Medical Services Inter-local Agreement with Fort Worth regarding ambulance services. Staff is requesting adoption of the Uniform EMS ordinance which is an exhibit of the EMS Inter-local agreement. A Uniform EMS Ordinance is currently in effect but the change from Medstar to the City of Fort Worth as the ambulance provider necessitates amendment from our currently adopted version to an updated version.

2E. Action Regarding Approval of Purchase of Two Police Patrol Units-- Russell Ragsdale, Police Chief

The police department was approved to purchase three (3) vehicles during the FY2024/25 budget process. The Saginaw Police Department intends to purchase two 2025 Chevrolet Tahoe's for police patrol use through the Sheriff's Association of Texas contract. The third vehicle will be an unmarked vehicle for Criminal Investigations and will be purchased at a later time. The purchase of the two units will cost approximately \$103,322 for the vehicles and roughly another \$28,000 for equipment and up-fitting.

Staff recommends that council approve the purchase of two police Chevrolet Tahoe's through the Sheriff's Association of Texas contract.

3. Proclamations-Presentations

3A. Employee Recognitions/Presentations--Gabe Reaume, City Manager

The Finance Department was recognized for receiving the Texas Comptroller Transparency Star Award. This recognition highlights Saginaw's commitment to financial transparency and accountability, ensuring that residents have clear and accessible information regarding the City's

financial operations. The award was presented to Kim Quin, Finance Director; Elizabeth Thorp, Finance Manager; and Marisela Vinson, Accounts Payable Technician.

**3B. Presentation on Domestic Violence & Services provided by SafeHaven of Tarrant County--
Kathryn Jacob, President & CEO of SafeHaven of Tarrant County**

Kathryn Jacob with SafeHaven shared an update on the organization's impact in Tarrant County, highlighting it's mission to protect domestic violence victims and hold offenders accountable.

Ms. Jacob presented the 2024 Impact Report and highlighted the organization's progress, including services provided to Saginaw residents.

Ms. Jacob reported to council that in 2023 SafeHaven served multiple Saginaw residents, 12 Families from Saginaw found refuge in the Fort Worth Shelter, Nearly 50 residents received non-residential support services, 8 Victims were part of the high-risk team and Zero intimate partner homicides.

Council asked about SafeHaven's services and how Saginaw could support its mission.

Ms. Jacob emphasized the importance of continued collaboration with law enforcement and community engagement to prevent domestic violence.

Mayor Flippo requested to add to the City of Saginaw website a page for local residents to find information regarding SafeHaven support and services.

Council did not take any action on this item.

4. Business

4A. Consideration and Action Regarding Approval of Purchase Agreement with Comm-Fit Holdings LLC For Senior Center Fitness Equipment. - Lee Howell, Assistant City Manager

Comm-Fit Holdings LLC has been selected to install a fitness package for the new Senior Center with Cardio and Strength Training equipment, custom designed to maximize the use of the available space in the new fitness room with commercial grade units providing a safe and long-lasting facility.

Assistant City Manager Howell presented an updated proposal to replace a kettlebell station with an additional cardio machine, as requested by Senior Center Supervisor Kristi Sinclair.

The financial impact is \$73,916.83, to be paid from the 2022 bond issuance. Staff recommended approval.

Motion was made by Mayor Pro-Tem Felegy with a second by Councilmember Copeland to approve the total purchase agreement of \$73,916.83. Motion carried unanimously. 7-0-0-0
4B. Consideration and Action Regarding Approval of Contract for Services with DataVox Providing Access Control and Security Systems in the New Library & Senior Center - Lee Howell, Assistant City Manager

DataVox has been selected to install Physical Security Systems, including cameras, alarm systems, and card reader access. Assistant City Manager Howell explained that the DataVox security system will be integrated with the Police department, City Hall building and the John Ed. Keeter building.

Mr. Howell informed the Council that the security system server would be housed at the Police Department to ensure centralized control point. He explained that integrating the system across multiple buildings would improve efficiency by streamlining access, reducing the need of multiple servers and security units and ultimately lowering costs.

Council discussed item and asked questions concerning the Security System in other city buildings.

The cost of this service including system hardware, devices, and installation is \$204,641.36. Costs will be paid from 2022 bond project funds. Contract pricing is based on The Inter-local Purchasing System (TIPS) contract # 230105, valid thru May 31, 2028. Staff recommends approval.

Motion was made by Councilmember St. Clair with a second by Councilmember Copeland to approve item 4B as presented. Motion carried unanimously, 7-0-0-0.

4C. Consideration and Action Regarding Approval of a Contract For Services with Digital Resources Inc to Provide Audio/Visual Systems and Equipment in the New Library & Senior Center - Lee Howell, Asst City Manager

Digital Resources Inc. has been selected to design, purchase, and install AV systems throughout the new Library & Senior Center. Digital Resources Inc will be providing state of the art equipment including, the multi-purpose rooms, study rooms, and conference room. Activity schedules and information monitors are planned in key areas of the Library and Senior Center.

Assistant City Manger Howell discussed the contract and warranty information along with representative Tommy Reyna with Digital Resources. Mr. Reyna explained the warranty time

period, labor support and scheduling of equipment installation.

Council discussed item and asked Mr. Reyna questions concerning the Audio/Visual System, Equipment specifications and warranty.

The impact of the technology agreement is \$722,315.00 and costs are budgeted in 2022 project bond fund. Digital Resources is registered as a HUB #2005124523. Prices on this contract are set by Buy Board Contract # 739-24, valid 06/01/2024 thru 05/31/2027. Staff recommends approval.

Motion was by Councilmember Lawson with a second by Councilmember St. Clair to approve item 4C as presented. Motion carried unanimously. 7-0-0-0.

5. Executive Session

Mayor Flippo declared the meeting recessed into Executive Session at 6:46 p.m.

5A. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

5B. Any posted item-

5C. 551.087. Texas Government Code. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City, and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above, including:

5D. 400 S. Saginaw Blvd. and 405 S. Belmont St.-

Councilmember Junkersfeld did not stay for this item due to a conflict of interest.

6. Adjournment

6A. Adjournment--Todd Flippo, Mayor

Mayor Flippo declared the meeting back in Regular Session at 7:14 p.m.

Motion was made by councilmember St. Clair with a second by Councilmember Bighorse to adjourn the meeting. Motion carried unanimously. 6-0-0-1 (Junkersfeld absent)

Mayor Flippo declared the March 4, 2025 City Council Meeting adjourned at 7:15 p.m.



City Council Memorandum

B. Action Regarding Approval of Purchase of a Vehicle Exhaust Extraction System for Fire Station 2--Doug Spears, Fire Chief

| Meeting | Agenda Group |
|----------------------------------|--------------------------|
| Tuesday, March 18, 2025, 6:00 PM | Consent Agenda Item: 2B. |
| Reference File | |
| Community Goals | |

BACKGROUND/DISCUSSION:

In the current budget City Council approved funding for the purchase and install of a direct capture vehicle exhaust extraction system in fire station 2. Vehicle exhaust, particularly diesel exhaust, is a leading cause of cancer and with cancer now the leading cause of line-of-duty deaths for firefighters, this was a high priority initiative. This system, manufactured by Plymovent, is an identical system to fire station 1 providing an equal level of cancer protection for staff at both fire stations.

We completed an onsite vendor survey and received a pricing quote for the system and install in the amount of \$59,900. This price does not include the required electrical work and some minor modifications to exhaust piping on fire station 2's apparatus required to accommodate the apparatus-to-exhaust system connections. Pricing for the required electrical work is estimated not to exceed \$5500 and the apparatus exhaust piping modifications are estimated not to exceed \$1000. Total of all required work is within approved budget amount.

Please find attached an explanatory memo to City Manager Reaume, a price quote with 3-D renderings, and sole source letter indicating Air Cleaning Technologies Inc. as the exclusive dealer for Plymovent vehicle exhaust extraction systems in Texas. Air Cleaning Technologies was the system provider for fire station 1 and continues to be the service provider for the system.

FINANCIAL IMPACT:

\$59,900

RECOMMENDATION:

Staff recommends approval as presented for the purchase of a vehicle exhaust extraction system from Air Cleaning Technologies.

Attachments

[CM Memo Sta 2 Vehicle Exhaust System.pdf](#)

[S021525-01 Saginaw Fire Station #2 Proposal Binder.pdf](#)

[Sole Source Letter ACT 2025.pdf](#)



Saginaw Fire Department

700 W McLeroy Blvd. Saginaw, Texas 76179
Tel: 817-230-0412 Fax: 817-232-3731

DOUG SPEARS
FIRE CHIEF

TO: City Manager Gabe Reaume

FROM: Fire Chief Doug Spears

DATE: March 5, 2025

RE: Station 2 Vehicle Exhaust System

We did receive City Council approval and funding has been accounted for in the current budget to install a direct capture vehicle exhaust removal system in fire station 2. This system is manufactured by Plymovent and is an identical to the system installed in fire station 1. Vehicle exhaust, particularly diesel exhaust, is a leading cause of cancer and with cancer now the leading cause of line-of-duty deaths for firefighters this initiative was a high priority. A direct capture system provides the greatest level of protection regarding vehicle and apparatus exhaust in the fire station.

We have completed an onsite vendor survey and received a pricing quote for the exhaust system work in the amount of \$59,900. This price does not include the required electrical work and some minor modifications to the exhaust piping on station 2's apparatus that is required to accommodate the apparatus to exhaust system connection. Pricing for the required electrical work is estimated not to exceed \$5500 and the apparatus exhaust piping modification is estimated not to exceed \$1000.

Total pricing for the project is within the approved budget amount.



February 15, 2025

Chief Doug Spears
Saginaw Fire Department
700 W McLeroy Blvd
Saginaw, TX 76179

Dear Chief Spears,

Air Cleaning Technologies, Inc. proposes the following materials and labor for the installation of the *Plymovent* Vehicle Exhaust Ventilation System at Saginaw Fire Station #2.

FIRE STATION #2 EQUIPMENT:

(3) Plymovent 40' Mini Rail Profile Systems for Drive-Thru Apparatus

- 38-foot Aluminum Rail with Rear Duct Connector, 80-Feet of Rubber Seal
- Internal Crab Trolley, 5" Self-Aligning Magnetic Grabber, and Safety Disconnect Handle
- Yellow and Black 1,000° Lower, Mid, And Upper Hose, Black Elbow Kit, Locking Balancer, and Safety Cable.

Note: Rail will not Span the Entire Depth of the Apparatus Bay.

(1) Plymovent TEV-559 Backward Inclined, Direct Drive Exhaust Fan

- 5 HP, 208-230 / 3 Phase / 60 Hz, 3,500 RPM
- Stack Silencer
- Flap Stack Rain Cap

(1) Plymovent OS-3 Central Control Panel

- 5 HP, 208-230 / 3 Phase / 60 Hz, with Timer Delay, Auto, Manual, and Stop Buttons
- Requires a NEMA Fused Disconnect

(12) Wireless Start System – USB

- 12 USB Transmitters
- 3 Wireless Receivers
- 3 Antenna

(1) Removal of AirMation Ceiling Units

- Unplug from Power Supply
- Remove Chains
- Set the Units Outside the Station
- Does Not Include Disposal or Ceiling Repair

ALSO INCLUDED:

- Lot of Clamping Galvanized Duct.
- System Start-up and Firefighter Training.
- Galvanized Tail Pipe Adapters with Reducer
- Exhaust Fan Rain Cap and Exhaust Stack
- Materials and Labor for a Complete System Installation

EXCLUDED FROM SCOPE OF WORK:

- Electrical Wiring and Conduit.
- Seismic Engineering/Strapping.
- PE Stamped Structural Drawings.
- Permits or Bonds Not Included, if applicable.
- Installation of Wireless Transmitters to Apparatus Ignition.
- Custom Tail Pipe Adapters and/or Relocation of Tail Pipes
- Paint and Primer for Duct and Structural Supports, if applicable.
- Roof Penetration, Roof Seal and Roof Curb(s) to be provided by others, if applicable.

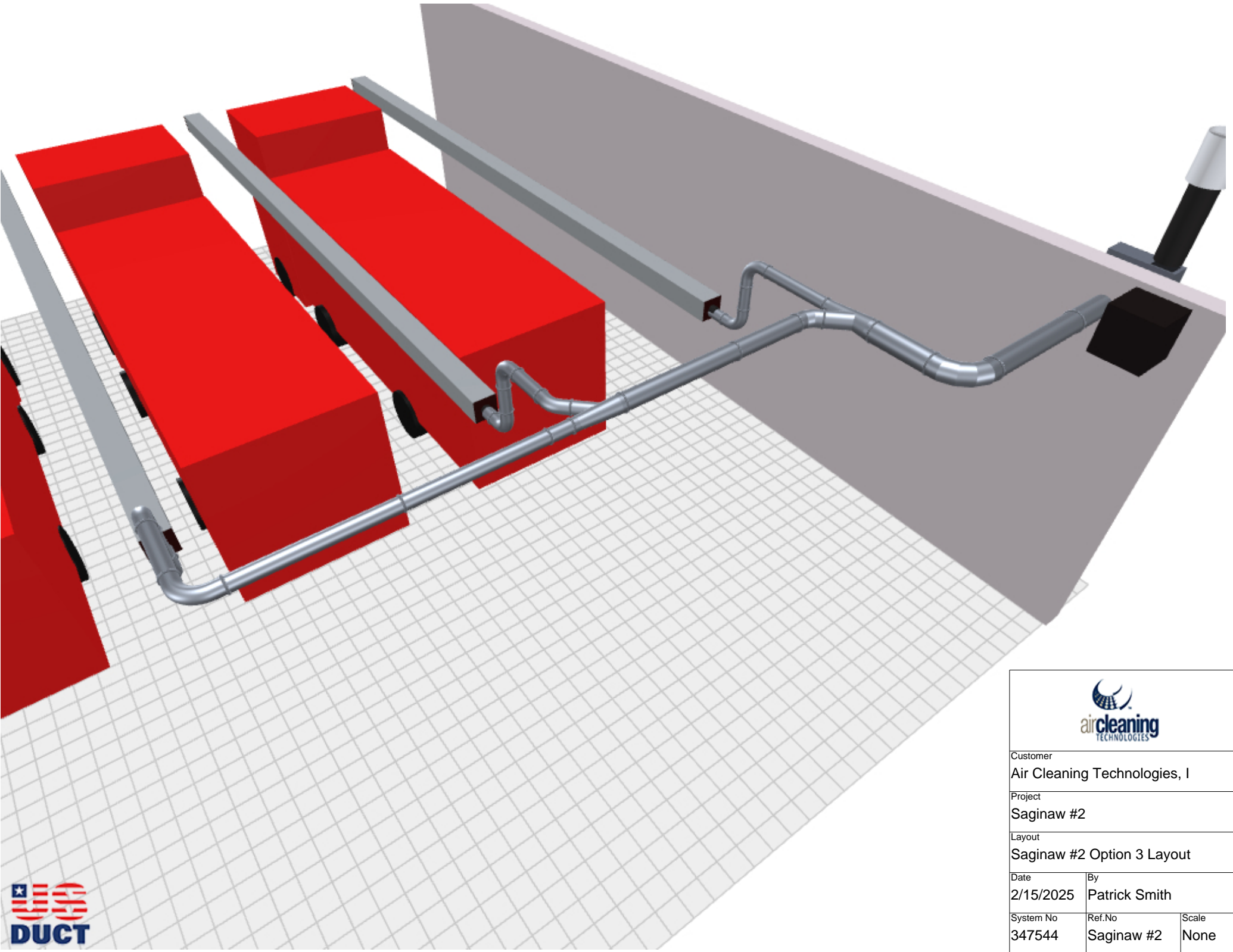
| | |
|--|---------------------|
| TOTAL PRICE SAGINAW FIRE STATION #2 | \$ 59,900.00 |
|--|---------------------|

If you require additional information or have questions, please do not hesitate to contact me directly at 918-829-1767 or e-mail me at psmith@aircleaningtech.com.

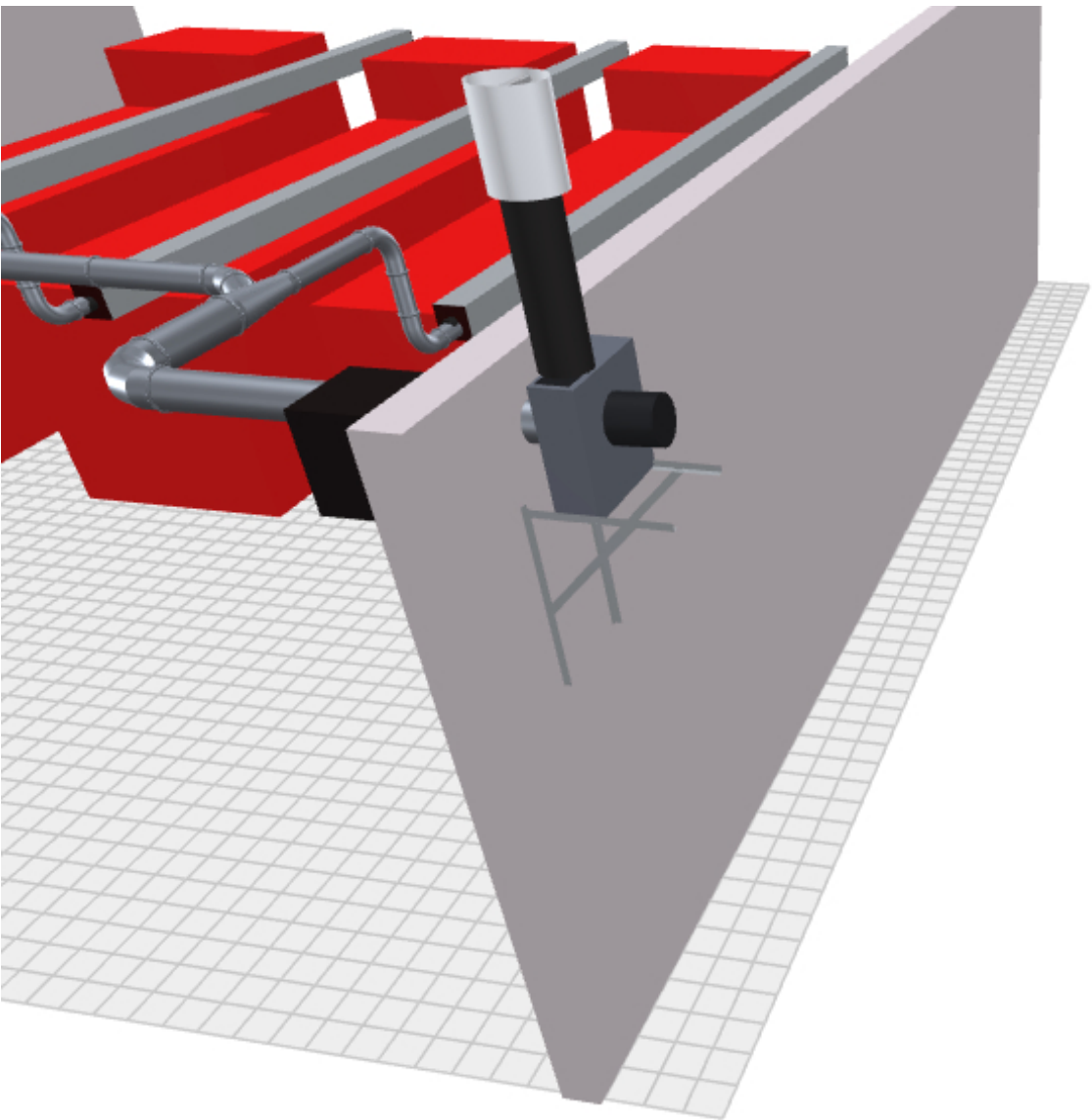
Best regards,

A handwritten signature in blue ink that reads 'Patrick S. Smith'.

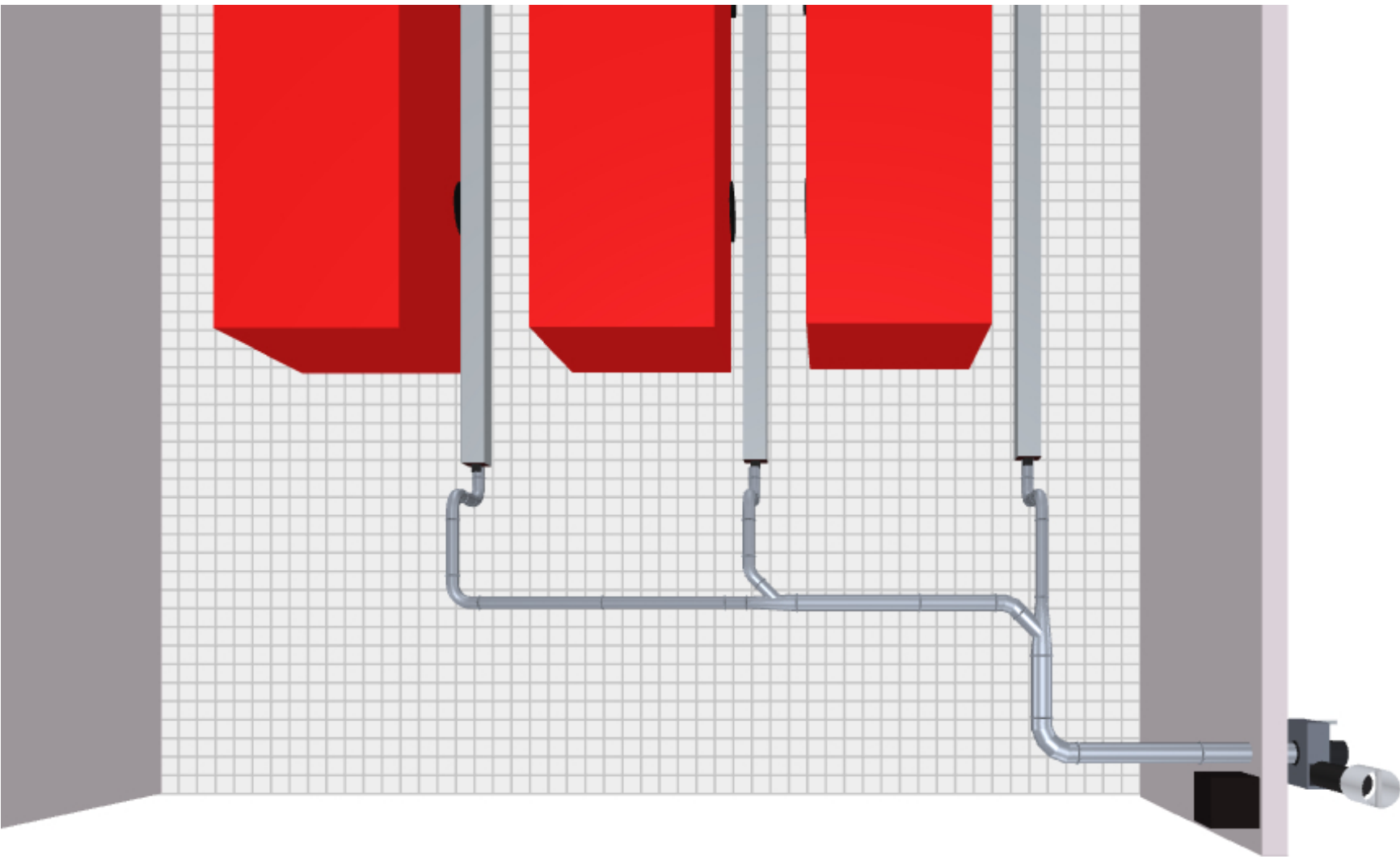
Patrick S. Smith
Vice President



| | | |
|------------------------------|---------------|-------|
| Customer | | |
| Air Cleaning Technologies, I | | |
| Project | | |
| Saginaw #2 | | |
| Layout | | |
| Saginaw #2 Option 3 Layout | | |
| Date | By | |
| 2/15/2025 | Patrick Smith | |
| System No | Ref.No | Scale |
| 347544 | Saginaw #2 | None |



| | | |
|------------------------------|---------------|-------|
| Customer | | |
| Air Cleaning Technologies, I | | |
| Project | | |
| Saginaw #2 | | |
| Layout | | |
| Saginaw #2 Option 3 Layout | | |
| Date | By | |
| 2/15/2025 | Patrick Smith | |
| System No | Ref.No | Scale |
| 347544 | Saginaw #2 | None |



| | | |
|------------------------------|---------------|-------|
| Customer | | |
| Air Cleaning Technologies, I | | |
| Project | | |
| Saginaw #2 | | |
| Layout | | |
| Saginaw #2 Option 3 Layout | | |
| Date | By | |
| 2/15/2025 | Patrick Smith | |
| System No | Ref.No | Scale |
| 347544 | Saginaw #2 | None |

January 21, 2025

To Whom It May Concern,

The purpose of this letter is to confirm that Air Cleaning Technologies, Inc. is the exclusive dealer of Plymovent vehicle exhaust extraction systems in the states of Arkansas (fire and vex), Oklahoma (fire and vex), Texas (fire). As the only Plymovent dealer in these territories, Air Cleaning Technologies, Inc. is in good standing and has the exclusive rights to sell, install and service our vehicle exhaust extraction systems.

Since 1975, Plymovent has created products that provide a safe and healthy work environment. Together with our nationwide dealer network, Plymovent continuously strives to design and engineer products that meet or exceed our customers' expectations and needs.

If you have any questions, please do not hesitate to contact me.

Kindest regards,
PLYMOVENT CORP.



Brad Pitzl
President/General Manager

PLYMOVENT CORP.

5 Corporate Drive
Cranbury, NJ 08512
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T +1 609 395 3500
F +1 609 655 0569
E info.usa@plymovent.com



City Council Memorandum

C. Action Regarding Approval for an Interlocal Agreement with North Central Texas Council of Governments (NCTCOG) for a Tire Collection Event--Glenn Reeves, Environmental Specialist

| Meeting | Agenda Group |
|----------------------------------|--------------------------|
| Tuesday, March 18, 2025, 6:00 PM | Consent Agenda Item: 2C. |
| Reference File | |
| Community Goals | |

NCTCOG is offering a reimbursement of up to \$600 for a tire recycling event that will take place as part of the City of Saginaw Spring Cleaning Event on April 12th.

Attachments

[Tire Collection Interlocal Agreement.pdf](#)

**Interlocal Agreement
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS and
CITY OF SAGINAW**

1. AGREEMENT PARTIES

This Interlocal Agreement ("Agreement") is entered into by and between the parties named below. Neither the Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement. This Agreement, including all Attachments, represents the entire Agreement between the parties.

Funding Agency: North Central Texas Council of Governments
Herein referred to as: NCTCOG

Subrecipient: CITY OF SAGINAW
Herein referred to as: SUBRECIPIENT

2. PURPOSE

The purpose of this Agreement is to define the scope of services for this solid waste implementation project and to ensure the project meets the provisions of §361.014(b) of the Texas Health and Safety Code and the regional solid waste management plan goals and objectives.

3. SERVICES

For the Scrap Tire Collection and Disposal Event(s), the SUBRECIPIENT shall complete all work as specified in this Agreement and all Attachments. The following are attached and incorporated into this Agreement:

- Attachment A – Scope of Work
- Attachment B – Project Budget and Detailed Cost Sheets
- Attachment C – Supplemental Funding Standards
- Attachment D – Funding Agency Requirements for Implementation Projects
- Attachment E – Reporting Forms and Deadlines

The SUBRECIPIENT shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services and other work furnished by the SUBRECIPIENT under this Agreement.

The SUBRECIPIENT shall perform such services as may be necessary to accomplish the work required under this Agreement, in accordance with the funding agency and contractual requirements and any and all applicable law. NCTCOG may require the SUBRECIPIENT to correct and revise any errors, omissions or other deficiencies in any reports or services provided by the SUBRECIPIENT to ensure that such reports and services fulfill the purposes of this Agreement. The SUBRECIPIENT shall make the required corrections or revisions without additional cost to NCTCOG.

Neither NCTCOG's review, approval or acceptance of, nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of be and of action arising out of the performance of this Agreement; and the SUBRECIPIENT shall be, and remain liable in accordance with applicable law for all damages to NCTCOG, including reasonable attorney's fees and court costs caused by the SUBRECIPIENT'S negligent performance of any of the services furnished under this Agreement.

The obligations of the SUBRECIPIENT under this Article are in addition to the SUBRECIPIENT'S other express or implied assurances under this Agreement or applicable law.

4. TERM OF AGREEMENT

This Agreement is effective on the date signed by the last party and shall terminate on August 31, 2025, unless terminated earlier as provided herein.

5. AVAILABILITY OF FUNDS

The source of the funds provided by the Texas Commission on Environmental Quality (TCEQ) is the Solid Waste Disposal and Transportation Fees, as stated in Texas Health and Safety Code 361.013. Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the Municipal Solid Waste Disposal Account, as proscribed in Texas Health and Safety Code 361.014(d), may be depleted or reduced prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the Municipal Solid Waste Disposal Account.

This Agreement and all claims, suits or obligations arising under or related to this Agreement are subject to the receipt and availability of funds appropriated by the Texas Legislature for the purposes of this Agreement or the respective claim, suit or obligation, as applicable. In the event funding is not available, the parties further agree that NCTCOG has no further obligation to pay and SUBRECIPIENT has no further duty to perform under terms of this Agreement, and the agreement is terminated.

6. REIMBURSEMENTS AND PAYMENTS

The funding amount under this Agreement shall not exceed \$600.00 as detailed in Attachment B. All payments for necessary and reasonable actual allowable costs incurred during the term of the Agreement shall be on a reimbursement basis and comply with Attachment C and D. Costs incurred as of May 31, 2025, are eligible for reimbursement under this Agreement. The following provisions apply to NCTCOG reimbursement of expenses:

- NCTCOG is not liable for expenses made in violation of Attachment C and D.
- NCTCOG is not liable to the SUBRECIPIENT for costs paid or performance rendered by SUBRECIPIENT before commencement of this Agreement or after termination of this Agreement.
- All costs must be incurred and paid by SUBRECIPIENT and billed to NCTCOG by May 31, 2025, in order to be eligible for reimbursement. NCTCOG is not liable for any costs paid by SUBRECIPIENT in the performance of this Agreement that have not been billed to NCTCOG by May 31, 2025.

The SUBRECIPIENT must submit a Request for Reimbursement Form as soon as possible upon completion of the event and payment of the invoices. Except as specifically authorized by NCTCOG in writing, NCTCOG is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in this Agreement, stated guidelines, and applicable rules and regulations. Failure on the part of the SUBRECIPIENT to comply with the conditions set forth in this Agreement shall be the basis for termination of the Agreement and/or the revocation of any unexpended or inappropriately expended funds.

NCTCOG will review all materials and will not make a reimbursement payment unless all required items have been provided and are deemed to be accurate. NCTCOG will not reimburse or otherwise make payment for expenditures that are not authorized under this Agreement. If NCTCOG determines that an expenditure that was reimbursed is not an authorized expense, NCTCOG will request return and reimbursement of those funds from the SUBRECIPIENT or, where appropriate, the application of those funds to other authorized expense, and shall not provide any additional reimbursements to the SUBRECIPIENT until the funds are returned or are applied to other authorized expenses.

7. TERMINATION

Termination for Cause. NCTCOG may, upon providing 10 days' written notice and the opportunity to cure to the SUBRECIPIENT, terminate this Agreement for cause if SUBRECIPIENT materially fails to comply with the Agreement including any one or more of the following acts or omissions: nonconforming work, or existence of a conflict of interest. Termination for cause does not prejudice NCTCOG's other remedies authorized by this Agreement or by law.

Termination for Convenience. NCTCOG may, upon providing 10 days' written notice to the SUBRECIPIENT, terminate this Agreement for convenience. Termination shall not prejudice any other right or remedy of NCTCOG or the SUBRECIPIENT. SUBRECIPIENT may request reimbursement for: conforming work and timely, reasonable costs directly attributable to termination as mutually agreed. SUBRECIPIENT shall not be paid for: work not performed, loss of anticipated profits or revenue, consequential damages or other economic loss arising out of or resulting from the termination.

If, after termination for cause by NCTCOG, it is determined that the SUBRECIPIENT had not materially failed to comply with the Agreement, the termination shall be deemed to have been for the convenience of NCTCOG.

Upon receipt of a termination notice the SUBRECIPIENT shall promptly discontinue all services affected (unless the notice directs otherwise); and deliver or otherwise make available to NCTCOG all data, drawings, specifications, reports, estimates, summaries, and such other information, materials, and equipment as may have been accumulated by the SUBRECIPIENT in performing this Agreement, whether completed or in progress.

8. NOTICES, PROJECT REPRESENTATIVES AND RECORDS LOCATION

Representatives. The individual(s) named below are the representatives of NCTCOG and the SUBRECIPIENT. They are authorized to give and receive communications and direction on behalf of NCTCOG and the SUBRECIPIENT as indicated below. All communications including official Agreement notices must be addressed to the appropriate representative or his or her designee.

Changes in Representatives. Either party may change its representative by unilateral amendment.

The NCTCOG Project Representative shall not be deemed to have authority to bind NCTCOG in Agreement unless NCTCOG's Executive Director has delegated that person to have such authority. The designated NCTCOG representative will provide direction to the SUBRECIPIENT on contractual and technical matters.

Project Representative:

Alexa Gilbert, Environment & Development
Planner
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL: (817) 608-2334 FAX: (817) 695-9191
Email: agilbert@nctcog.org

Alternate Contact to Project Representative:

Hannah Ordonez, Senior Environment &
Development Planner
North Central Texas Council of Governments
Environment and Development Department
P. O. Box 5888
Arlington, Texas 76005-5888
TEL: (817) 695-9215 FAX: (817) 695-9191
Email: hordonez@nctcog.org

The SUBRECIPIENT hereby designates the individual(s) named below as the authorized personnel to receive direction from NCTCOG, to manage the work being performed, and to act on behalf of the SUBRECIPIENT as the Project Representative in contractual and technical matters:

Project Representative:

Glenn Reeves, Environmental Specialist
205 Brenda Ln
Saginaw, Texas 76179
TEL : 817-919-8248
Email: greeves@saginawtx.org

Alternate Contact to Project Representative:

Matt Regan, Environmental/Drainage Mgr.
205 Brenda Ln
Saginaw, Texas 76179
TEL : 817-230-0442
Email: mregan@saginawtx.org

Electronic Signatures. Electronic signatures may be used for budget amendments, reports, and correspondence provided the owner of the electronic signature approves the use of their signature for that purpose.

Records Location. The SUBRECIPIENT designates the following (physical) location for record access and review pursuant to any applicable provision of this Agreement.

City of Saginaw
333 W McLeroy Blvd
Saginaw, Texas 76179

9. COMPLIANCE WITH APPLICABLE LAWS

The activities funded under this Agreement, shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, permits, and guidelines. The main governing standards include, but may not be limited to, the standards set forth in this Article.

- Chapters 361, 363, and 364 of the Texas Health and Safety Code
- Title 30 TAC Chapter 330, Subchapter O, TCEQ Rules
- Title 30 TAC Chapter 14, TCEQ Rules
- The Uniform Grant and Contract Management Act, Texas Government Code, §§ 783.001 et seq., the Uniform Grant and Contract Standards, 34 TAC §§ 20.456 - 20.467 (although the rules were repealed by the Texas Comptroller of Public Accounts (CPA) effective March 14, 2021, the rules are applicable by agreement under this grant), and the Uniform Grant Management Standards (UGMS) issued by CPA and formerly by the Texas Office of the Governor.
- General Appropriations Act, 84th Regular Legislative session
- Pursuant to Chapter 391 of the Local Government Code, funds received under this Agreement may be expended only subject to the limitations and reporting requirements set forth in this Article.

10. AGREEMENT AMENDMENTS

Agreement Changes/Adjustments. NCTCOG reserves the right, in its sole discretion, to unilaterally amend this Agreement throughout the term of this Agreement to incorporate any modifications necessary. The document may be changed or adjusted by written amendment and mutual agreement of both parties for Agreement changes. Agreement changes such as changes to project representative contacts, can be documented via electronic communications and agreement by both parties. Agreement changes such as: 1) an increase or decrease in the amount of compensation to the SUBRECIPIENT; 2) an extension or shortening of the term of the Agreement; 3) a significant change, as deemed by NCTCOG, in the scope of the Agreement or the services to be performed; or, 4) any action that is beyond the authority of NCTCOG's Executive Director, would require a written amendment to the Agreement signed by both parties.

Budget Amendments. The SUBRECIPIENT must receive written consent of the NCTCOG representative for any budget changes. Any budget change that increases the total cost in Attachment B, and not to exceed payment amount in Article 6, requires an amendment to this Agreement.

Extension of Agreement. No extension for the term of the agreement will be allowed.

11. SUBRECIPIENT MONITORING

NCTCOG reserves the right to conduct onsite reviews, require additional documentation, require additional training and/or impose other specific conditions to address or minimize potential risk related to this Agreement, and in accordance with underlying grant requirements.

12. ADDITIONAL GENERAL TERMS AND CONDITIONS

No Debt against the State. This Agreement is contingent on the continuing appropriation of funds. This Agreement shall not be construed to create debt against the State of Texas.

UGMS. Allowable Costs are restricted to costs that comply with the Texas Uniform Grant Management Standards (UGMS) and applicable state and federal rules and law. The parties agree that all the requirements of the UGMS apply to this Agreement, including the criteria for Allowable Costs. Additional federal requirements apply if this Agreement is funded, in whole or in part, with federal funds.

No Interest for Delayed Payment. Because the SUBRECIPIENT is not a vendor of goods and services within the meaning of Texas Government Code Chapter 2251, no interest is applicable in the case of late payments.

Audit of Funds. The SUBRECIPIENT understands that acceptance of funds under this Agreement acts as acceptance of the authority of the NCTCOG, or any successor agency, to conduct an audit or investigation in connection with those funds. SUBRECIPIENT further agrees to fully cooperate with NCTCOG or its successor in the conduct of the audit or investigation, including providing all records requested. SUBRECIPIENT shall ensure that this clause concerning the audit of funds accepted under this Agreement is included in any subcontract it awards.

Financial Records. SUBRECIPIENT shall establish and maintain financial records including records of costs of the Scope of Work in accordance with generally accepted accounting practices. Upon request SUBRECIPIENT shall submit records in support of reimbursement requests. SUBRECIPIENT shall allow access during business hours to its financial records by NCTCOG and state agencies for the purpose of inspection and audit. Financial records regarding this Agreement shall be retained for a period of three (3) years after date of submission of the final reimbursement request.

If requested by NCTCOG, the SUBRECIPIENT agrees to provide NCTCOG the additional expense records and documentation materials, appropriate for the expense, for the time period requested. NCTCOG will provide reasonable time for SUBRECIPIENT to comply with the request for additional documentation and will allow reasonable time for SUBRECIPIENT to respond to findings of noncompliance or other issues.

Responsibility for the Scope of Work. SUBRECIPIENT undertakes performance of the Scope of Work as its own project and does not act in any capacity on behalf of the NCTCOG nor as a NCTCOG agent or employee. SUBRECIPIENT agrees that the Scope of Work is furnished and performed at SUBRECIPIENT's sole risk as to the means, methods, design, processes, procedures and performance.

Inventory System. The Performing Party and its subrecipients must have an inventory system that maintains track of equipment, controlled assets, and also, all single unit acquisitions equal to or greater than \$1,000 and equal to or less than \$4,999.99 (aggregated for the same types of items, for example, roll-off bins, recycling bins/carts). The inventories shall include purchases from the beginning of the program (State of Texas Fiscal Years 1996-1997).

Independent Contractor. The parties agree that the SUBRECIPIENT is an independent contractor. Nothing in this Agreement shall create an employee-employer relationship between SUBRECIPIENT and NCTCOG. Nothing in this Agreement shall create a joint venture between NCTCOG and the SUBRECIPIENT.

Responsibilities for Subcontractors. The SUBRECIPIENT'S contractual costs must comply with allowable cost requirements. SUBRECIPIENTS who are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies or NCTCOG's procurement guidelines. All subcontracts awarded by the SUBRECIPIENT under this Agreement shall be in accordance with the (UGMS) and other applicable procurement laws. The SUBRECIPIENT shall be responsible for the management and fiscal monitoring of all subcontractors. The SUBRECIPIENT shall ensure that all subcontractors comply with all provisions required by this Agreement. NCTCOG reserves the right to perform an independent audit of all subcontractors.

All acts and omissions of subcontractors, suppliers and other persons and organizations performing or furnishing any of the Scope of Work under a direct or indirect Agreement with SUBRECIPIENT shall be considered to be the acts and omissions of SUBRECIPIENT.

No Third-Party Beneficiary. NCTCOG does not assume any duty to exercise any of its rights and powers under the Agreement for the benefit of third parties. Nothing in this Agreement shall create a contractual relationship between NCTCOG and any of the SUBRECIPIENT's subcontractors, suppliers or other persons or organizations with a contractual relationship with the SUBRECIPIENT.

Time is of the Essence. SUBRECIPIENT's timely performance is a material term of this Agreement.

Delays. Where SUBRECIPIENT's performance is delayed, except by Force Majeure or act of the NCTCOG, NCTCOG may withhold or suspend reimbursement, terminate the Agreement for cause, or enforce any of its other rights (termination for convenience may be effected even in case of Force Majeure or act of NCTCOG).

Conflict of Interest. SUBRECIPIENT shall have a policy governing disclosure of actual and potential conflicts of interests. Specifically, for work performed under this Agreement by SUBRECIPIENT or any related entity or individual, SUBRECIPIENT shall promptly disclose in writing to NCTCOG any actual, apparent, or potential conflicts of interest, including but not limited to disclosure of:

- i. Any consulting fees or other compensation paid to employees, officers, agents of SUBRECIPIENT, or members of their immediate families, or paid by subcontractors or subrecipients; or
- ii. Any organizational conflicts of interest between SUBRECIPIENT and its subcontractors or subrecipients under a subaward.

No entity or individual with any actual, apparent, or potential conflict of interest will take part in the performance of any portion of the Scope of Work, nor have access to information regarding any portion of the Scope of Work, without NCTCOG's written consent in the form of a unilateral amendment. SUBRECIPIENT agrees that NCTCOG has sole discretion to determine whether a conflict exists, and that a conflict of interest is grounds for termination of this Agreement.

Quality and Acceptance. All work performed under this Agreement must be complete and satisfactory in the reasonable judgment of the NCTCOG. All materials and equipment shall be handled in accordance with instructions of the applicable supplier, except as otherwise provided in the Agreement.

Quality Assurance. All work performed under this Agreement that involves the acquisition of environmental data will be performed in accordance with a TCEQ-approved Quality Assurance Project Plan (QAPP) meeting all applicable TCEQ and Environmental Protection Agency (EPA) requirements. Environmental data includes any measurements or information that describe environmental processes, location, conditions, ecological or health effects and consequences. Environmental data includes information collected directly from measurements, produced from models, and compiled from other sources such as databases or literature. No data collection or other work covered by this requirement will be implemented prior to SUBRECIPIENT's receipt of the QAPP signed by TCEQ and, if necessary, the EPA. Without prejudice to any other remedies available to TCEQ, TCEQ may refuse reimbursement for any environmental data acquisition performed prior to approval of a QAPP by TCEQ and, if necessary, the EPA. Also, without prejudice to any other remedies available to TCEQ, SUBRECIPIENT's failure to meet the terms of the QAPP may result in TCEQ's suspension of associated activities and non-reimbursement of expenses related to the associated activities.

Laboratory Accreditation. Any laboratory data or analyses provided under this Agreement must be prepared by a laboratory that is accredited by TCEQ according to 30 Texas Administrative Code Chapter 25, subchapters A and B, unless TCEQ agrees in writing to allow one of the regulatory exceptions specified in 30 Texas Administrative Code Section 25.6.

Third Party Intellectual Property. Unless specifically modified in an amendment or waived in a unilateral amendment, SUBRECIPIENT must obtain all intellectual property licenses expressly required in the Scope of Work, or incident to the use or possession of any deliverable under the Agreement. SUBRECIPIENT shall obtain and furnish to NCTCOG and TCEQ: documentation on the use of such intellectual property, and a perpetual, irrevocable, enterprise-wide license to reproduce, publish, otherwise use, or modify such intellectual property and associated user documentation, and to authorize others to reproduce, publish, otherwise use, or modify such intellectual property for NCTCOG and TCEQ non-commercial purposes, and other purposes of the State of Texas.

Grant of License. SUBRECIPIENT grants to NCTCOG and TCEQ a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, modify or otherwise use for any non-commercial NCTCOG or TCEQ purpose any preexisting intellectual property belonging to the SUBRECIPIENT that is incorporated into any new works created as part of the Scope of Work, intellectual property created under this Agreement, and associated user documentation.

Insurance. Unless prohibited by law, the SUBRECIPIENT, and all Contractors performing Agreement activities on behalf of the Subrecipient, shall obtain and maintain during the Agreement period adequate insurance coverage sufficient to protect the SUBRECIPIENT and the NCTCOG from all claims and liability for injury to persons and for damage to property arising from the Agreement. Unless specifically waived by the NCTCOG, sufficient coverage shall include Workers Compensation and Employer's Liability Insurance, Commercial Automobile Liability Insurance, and Commercial General Liability Insurance.

Indemnification. TO THE EXTENT AUTHORIZED BY LAW, THE SUBRECIPIENT SHALL REQUIRE ALL CONTRACTORS PERFORMING AGREEMENT ACTIVITIES ON BEHALF OF SUBRECIPIENT TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE NCTCOG AND TCEQ AND THEIR OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL LOSSES, LIABILITIES, DAMAGES, AND OTHER CLAIMS OF ANY TYPE ARISING FROM THE PERFORMANCE OF AGREEMENT ACTIVITIES BY THE CONTRACTOR OR ITS SUBCONTRACTORS, SUPPLIERS AND AGENTS,

INCLUDING THOSE ARISING FROM DEFECT IN DESIGN, WORKMANSHIP, MATERIALS, OR FROM INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT; OR FROM A BREACH OF APPLICABLE LAWS, REGULATIONS, SAFETY STANDARDS OR DIRECTIVES. THIS COVENANT SURVIVES THE TERMINATION OF THE AGREEMENT.

Payment of a Release. Neither payment by NCTCOG nor any other act or omission other than an explicit written release, in the form of a unilateral amendment, constitutes a release of SUBRECIPIENT from liability under this Agreement.

Schedule of Remedies available to the NCTCOG. The following Schedule of Remedies applies to this Agreement. In the event of SUBRECIPIENT's nonconformance, NCTCOG may do one or more of the following:

- Issue notice of nonconforming performance;
- Reject nonconforming performance and request corrections without charge to the NCTCOG;
- Reject a reimbursement request or suspend further payments, or both, pending accepted revision of the nonconformity;
- Suspend all or part of the Agreement activities or payments, or both, pending accepted revision of the nonconformity;
- Demand restitution and recover previous payments where performance is subsequently determined nonconforming;
- Terminate the Agreement without further obligation for pending or further payment by the TCEQ and receive restitution of previous payments.

Opportunity to Cure. The SUBRECIPIENT will have a reasonable opportunity to cure its nonconforming performance, if possible, under the circumstances.

Cumulative Remedies. Remedies are cumulative; the exercise of any remedy under this Agreement or applicable law does not preclude or limit the exercise of any other remedy available under this Agreement or applicable law.

The parties agree that this Agreement does not waive any sovereign immunity to which either party is entitled by law.

Survival of Obligations. Except where a different period is specified in this Agreement or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, survive for four (4) years beyond the termination or completion of the Agreement, or until four (4) years after the end of a related proceeding. A related proceeding includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Agreement or which in NCTCOG's opinion is related to the subject matter of the Agreement. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

Delivery of Notice. Notices are deemed to be delivered three (3) working days after postmarked if sent by U.S. Postal Service certified or registered mail, return receipt requested. Notices delivered by other means are deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmission, email, or other commercially accepted means.

Interpretation of Time. All days are calendar days unless stated otherwise. Days are counted to exclude the first and include the last day of a period. If the last day of the period is a Saturday or Sunday or a state or federal holiday, it is omitted from the computation.

State, Federal Law. This Agreement is governed by and interpreted under the laws of the State of Texas, as well as applicable federal law.

Severability. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void or unenforceable, it shall be deemed severable (to the extent of such illegality, invalidity or unenforceability) and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect. If possible, the severed provision shall be deemed to have been replaced by a valid provision having as near an effect to that intended by the severed provision as will be legal and enforceable.

Assignment. No delegation of the obligations, rights, or interests in the Agreement, and no assignment of payments by SUBRECIPIENT will be binding on NCTCOG without its written consent, except as restricted by law. No assignment will release or discharge the SUBRECIPIENT from any duty or responsibility under the Agreement.

Venue. The SUBRECIPIENT agrees that any cause of action involving this Agreement arises solely in Tarrant County, Texas.

Publication. The SUBRECIPIENT must acknowledge the financial support of NCTCOG and TCEQ whenever work is funded, in whole or part, through this Interlocal Agreement. This includes using the following notation on the front cover, title page, surface of recycling bins or carts, vehicle wraps, vehicles, pencils, pens, T-shirts, stickers, electronic devices, all mechanical equipment, etc.:

“Prepared in cooperation with the North Central Texas Council of Governments through funding from the Texas Commission on Environmental Quality.”

Tangible items where surface space is limited may utilize the TCEQ logo or the phrase “Funded by TCEQ.” Consult with NCTCOG Project Representative to obtain TCEQ logo and for guidance on the proper display.

SUBRECIPIENT agrees to notify NCTCOG five (5) days prior to the publication or advertisement of information related to this Agreement. SUBRECIPIENT agrees not to use the NCTCOG or TCEQ logo or the NCTCOG or TCEQ graphic as an advertisement or endorsement without written permission signed by the appropriate NCTCOG or TCEQ authority.

Waiver. With the exception of an express, written waiver in the form of a unilateral amendment signed by NCTCOG, no act or omission will constitute a waiver or release of SUBRECIPIENT’s obligation to perform conforming Agreement activities. No waiver on one occasion, whether expressed or implied, shall be construed as a waiver on any other occasion.

Compliance with Laws. NCTCOG relies on SUBRECIPIENT to perform all Agreement activities in conformity with all applicable laws, regulations, and rules and obtain all necessary permits and licenses.

Counterparts. This Agreement may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

Accessibility. All electronic content and documents created as deliverables under this Agreement must meet the accessibility standards prescribed in 1 Texas Administrative Code sections 206.50 and 213 for state agency web pages, web content, software, and hardware, unless NCTCOG agrees that exceptions or exemptions apply.

Internal Compliance Program. NCTCOG has adopted an Internal Compliance Program to prevent waste, fraud, or abuse. Contractors, agents, and volunteers can report suspected waste, fraud, or abuse at: <https://www.nctcog.org/agency-administration/compliance-portal>. Additional information regarding the Internal Compliance Program is available at the previous web address.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

City of SAGINAW

Signature

Printed Name

Title

Date

North Central Texas Council of Governments

Michael Eastland
Executive Director

Mike Eastland

Printed Name

Executive Director

Title

Date

ATTACHMENT A
SCOPE OF WORK

NCTCOG is providing pass-through funding from TCEQ to support scrap tire collection events and scrap tire cleanups on public property for eligible entities in the North Central Texas region between May 28, 2024, and May 31, 2025. These funds will be used to remit the cost of a third-party scrap tire hauling and/or disposal vendor and the cost of properly disposing of the collected tires.

The CITY OF SAGINAW will host a tire collection event on 4/12/2025. The CITY OF SAGINAW is responsible for all activities related to coordinating this event and procuring a third-party contractor to collect the tires. Additionally, the CITY OF SAGINAW is responsible for providing or procuring staffing for the event, promoting the event, and providing any equipment or other materials needed for the event.

The CITY OF SAGINAW will also be required to provide a reimbursement request, backup documentation, and tire manifests to NCTCOG in order to be reimbursed for these related expenses.

ATTACHMENT B
PROJECT BUDGET AND DETAILED COST SHEETS

Table 1: Project Budget

| Budget Categories | Funding Approved |
|---|-------------------------|
| Equipment (unit cost of \$5,000 or more, and Controlled Assets up to \$4,999) | \$0 |
| Contractual (other than for Construction) | \$600.00 |
| Construction | \$0 |
| Detailed "Other" Expenses Budget | \$0 |
| TOTAL COST | \$600.00 |

LIST MATCHING DETAILS

NOTE: Appropriate documentation must be included in order to receive credit for any eligible matching items. (i.e. proof of payment, proof of value etc).

No matching funds were provided.

DETAILED BUDGET SHEET - Contractual

This budget sheet should be completed if any expenses are entered for Contractual services in Table 1: Project Budget; otherwise omit. \$600.00

All Contractual expenses **must** be pre-approved by NCTCOG. Expenses included under this category should be for costs for professional services or tasks provided by a firm or individual who is not employed by the SUBRECIPIENT other than those related to construction. All local government municipal laws and regulations, including UGMS, for bidding and Contractual for services must be followed during the project period.

Any expenses (including legal fees, staff time, travel and communications) related in any way to drafting legislation, lobbying for legislation, or other political activities are **not** allowable under this program.

The following is an itemized list of the Contractual expenses associated with the funded project, with as many specifications as possible:

| Contractual | Costs |
|---|-----------------|
| Tire Collection Event and Disposal on 4/12/2025 with All American Tire Recycling at the City of Saginaw Public Works Facility | \$600.00 |

ATTACHMENT C
ELIGIBLE EXPENSE STANDARDS

Contractual Expenses

All outlays that fall within the “Contractual” category of the budget shall be itemized by the SUBRECIPIENT on the Reimbursement Request Form.

No Contractual expenditures are eligible for reimbursement under this Agreement, unless such Agreements' scope of work has been approved ahead of time, in writing, by NCTCOG. Any amendments to the SUBRECIPIENT'S subcontract authorization for reimbursement under this Agreement, whether or not such subcontract required NCTCOG's pre-approval, which will result in or require substantive changes to any of the tasks required to be performed under this Agreement, must be approved in writing by NCTCOG.

Contractual expenses include professional (subcontracted) services. The SUBRECIPIENT is expected to conform to the appropriate bidding and contracting laws and regulations according to the SUBRECIPIENT'S own internal policies and procedures. In addition, the SUBRECIPIENT is required to maintain documentation that the costs paid for contractual expenses (including subcontract expenses) were reasonable and necessary. Please note the specific guidance applicable to project restrictions, especially regarding projects that require a TCEQ permit or registration.

In addition to the itemized Reimbursement Request Form, the SUBRECIPIENT shall attach, for each item listed, legitimate documentation that (1) further identifies the specific cost; (2) clearly identifies the vendor or subcontractor who provided the materials or services; and (3) confirms the reimbursable materials listed.

Supporting documentation shall include a purchase order and an invoice, plus a copy of the check showing payment or bank transmittal.

ATTACHMENT D
FUNDING AGENCY STANDARDS FOR IMPLEMENTATION GRANTS

In addition to the standards set forth in applicable law and regulations, the standards outlined below apply to all uses of the solid waste grant funds. These funding agency standards and limitations apply to all implementation project activities funded under this Agreement. The SUBRECIPIENT is responsible for ensuring compliance with these standards. Furthermore, at the discretion of NCTCOG and the funding agency, the Texas Commission on Environmental Quality (TCEQ), may deem certain expenses ineligible that are not explicitly stated in these Funding Standards. The SUBRECIPIENT should coordinate with NCTCOG to determine eligibility of all expenses prior to incurring project expenses.

General Standards

1. The provisions of the Uniform Grant Management Standards (UGMS) issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration provided in the program Administrative Procedures.
2. Recipients of funds under this Agreement and subcontractors shall comply with all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.
3. Funds may not be provided through a pass-through grant or subcontract to any public or private entity that is barred from participating in state Agreements by the Texas Facilities Commission.
4. Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears may not receive funds under this Agreement through either a pass-through grant or subcontract.
5. In accordance with §361.014(b), Texas Health and Safety Code, and 30 TAC §330.649(d), TCEQ Regulations, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry includes non-profit and not-for-profit non-governmental entities.
6. All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purposes intended in the funding Agreement and comply with **Attachment C**.
7. A project or service funded under this Agreement must be consistent with the NCTCOG Regional Solid Waste Plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.
8. Funds may not be used to acquire land or an interest in land.
9. Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal and were funded from a source other than a previous solid waste grant, may not be funded.
10. Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food costs incurred while on travel status.
11. Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.
12. Funds may not be used for employment, Agreements for services of a lobbyist, or for dues to an organization, which employs or otherwise Agreements for the services of a lobbyist.
13. Funds may only be used for projects or programs for managing municipal solid waste.
14. Except as may be specifically authorized, funds may not be used for projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility,

including landfills, wastewater treatment plants, or other facilities. This restriction may be waived by the TCEQ, at its discretion, for recycling and other eligible activities that will take place within the boundaries of a permitted facility. The applicant and/or NCTCOG must request a preliminary determination from the TCEQ as to the eligibility of the project prior to the project being considered for funding by NCTCOG.

15. Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding, must have received the registration before the project funding is awarded.
16. Except as may be specifically authorized, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure and post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste.
17. Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local judgment or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.
18. Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

Litter and Illegal Dumping Cleanup and Community Collection Events. Lake and Waterway Cleanup events may be coordinated with the Keep Texas Beautiful organization. Projects funded to clean up litter or illegal dumping on private property must be conducted through a local government sponsor. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses.

The local government sponsor must oversee the cleanup work or conduct the work with its own employees and equipment.

The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

The costs for cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial wastes that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this Agreement.

All materials cleaned up using grant funds must be properly disposed of or otherwise properly managed in accordance with all applicable laws and regulations. To the extent feasible, it is recommended that materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, NCTCOG should consider withholding at least ten (10) percent of the

reimbursements under a pass-through grant or sub agreement, until documentation is provided that the cleanup work has been completed and the materials properly managed.

Periodic community collection events to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents. To the extent practicable, community collection events should make every effort to divert wastes collected from area landfills, e.g., contain a recycling component.

ATTACHMENT E
REPORTING, FORMS, AND DEADLINES

The SUBRECIPIENT agrees to provide, as soon as possible upon completion of the event and payment of the vendor invoices, a Request for Reimbursement Form, a report of the volume of tires collected, and related supporting documentation. The required reporting forms can be found at <http://www.nctcog.org/solidwastegrants>.

Required Reporting. The SUBRECIPIENT shall prepare and submit to NCTCOG the below reporting requirements detailing work performed under this Agreement as part of the required Request for Reimbursement Form. The Request for Reimbursement Form provided by NCTCOG will be due to NCTCOG no later than May 31, 2025. Reimbursement will not be issued until NCTCOG has received the required reporting information.

| REQUIRED REPORTING METRICS | |
|---|------------------|
| Name of Entity | CITY OF SAGINAW |
| Date of Event(s) | 4/12/2025 |
| Estimated Number of Participants | |
| Number of Tires Collected | |

The SUBRECIPIENT'S Reports must contain adequate descriptions of all project activities performed in order to allow NCTCOG to evaluate compliance with the provisions of this project. Performance information concerning timelines in meeting the schedule for required reports will be maintained by NCTCOG and shared as appropriate with members of the RCC. Any legal research and related legal activities shall be clearly detailed in the progress reports in order to assure NCTCOG that the activities are not prohibited. The SUBRECIPIENT shall comply with any reasonable request by NCTCOG for additional information on activities conducted for NCTCOG to adequately monitor the SUBRECIPIENT'S progress in completing the requirements of and adhering to the provisions of this Agreement.



B. Recognition of Inaugural Saginaw Academy Class--Pedro Zambrano, Director of Economic & Community Engagement

| Meeting | Agenda Group |
|----------------------------------|---------------------------------------|
| Tuesday, March 18, 2025, 6:00 PM | Proclamations-Presentations Item: 3B. |
| Reference File | |
| Community Goals | |

BACKGROUND/DISCUSSION:

The 2024 Work Plan Project asked for the creation of a Mayor's Youth Advisory Council for our Adult residents. The Saginaw Academy was started in January 2025 with a small group to pilot the new program. The group went to all the city departments to have a behind the scenes learning experience on how the city functions.



City Council Memorandum

A. Consideration and Action Regarding Approval of Professional Services Agreement with Quorum Architects for Update and Evaluation of Animal Shelter Needs Assessment - Lee Howell, Assistant City Manager

| Meeting | Agenda Group |
|----------------------------------|--------------------|
| Tuesday, March 18, 2025, 6:00 PM | Business Item: 4A. |
| Reference File | |
| Community Goals | |

BACKGROUND/DISCUSSION:

Quorum Architects is a design firm offering architecture, interior design, and master planning services. One of Quorum's specialties is design of municipal and private animal care facilities. Quorum is located in Ft Worth on Vickery Blvd and has been a principal or consultant on numerous modern shelter facilities in Texas, including; Carrollton, Dallas, Grapevine, North Richland Hills, Seguin, Midland, Pearland, and Odessa.

Thus, Quorum is up to date on best practices and state of the art design floor plans, construction materials, workflow concepts, and costs, in the DFW area and beyond. Attached is an Engagement Letter with additional details.

Option 1 would be a review and evaluation of the 2023 Animal Arts Needs Assessment and cost options.

Option 2 would be a conceptual floor plan with probable cost.

Council could approve either option, or both, or take no action.

FINANCIAL IMPACT:

Quorum has offered Basic Design services in two options, at Council discretion.

Basic Design:

a. Option 1 - Evaluation of Needs Assessment: \$2,500

b. Option 2 - Conceptual Design & Opinion of Probable Cost: \$21,000

Total **\$23,500**

RECOMMENDATION:

Council discretion.

Attachments

[24043 - Saginaw Animal Services - Proposal.pdf](#)

February 26, 2025

Lee Howell
City of Saginaw
333 W. McLeroy Blvd
Saginaw, TX 76179

RE: Saginaw Animal Services
Needs Assessment Evaluation and Conceptual Design of a New Animal Shelter & Adoption Center
Quorum Number: 25043

Lee,

We are pleased to respond to your request for a fee proposal for Architectural Services for evaluation of the City of Saginaw Animal Shelter Needs Assessment. We have provided herein a detailed description of each proposed task discussed in our conversations this week. We are available to discuss our proposal at your convenience.

ARCHITECT'S BASIC SERVICES

1. **Option 1:** Evaluation of the Animal Arts – Needs Assessment Report, dated April 2023. Quorum Architects will evaluate the findings and recommendations included in needs assessment for the animal shelter for the existing facility, program of needs, recommendation of a new facility (options) and cost estimate.
2. **Option 2:** Provide Conceptual Design – Site Plan and Floor Plan for a New Animal Shelter and Adoption Center for the use for presentation to assist with presentations to the city council, bond committee, as well as bond presentations/education of voters/citizens.
Conceptual Design: Quorum will develop a Conceptual Site plan and Floor plan for based on a revisited Program of Need provided in the Animal Arts Needs Assessment. The Site plan shall address primary elements such as location understanding, access, parking requirements, flood plain, and general building code and local ordinances. It is our understanding that civil engineering will not be necessary at this concept development phase and Quorum will coordinate with any utilities, storm, flood plain drawings that the City of Saginaw provides. In addition to the concept site and floor plans, Quorum will include a preliminary conceptual design for the exterior of the building and provide an exterior rendering. These conceptual drawings will need to be further developed into the next phase of Construction Documents. Construction Documents will be used for the purposes of final bidding, obtaining building permits, and ultimately constructing the project.

Opinion of Probable Cost – Quorum will provide an opinion of probable cost for the conceptual design. This information will be developed by Quorum as an estimate to be used for budgetary purposes. It will utilize related unit costs for similarly constructed facilities using square foot costing methods.

COMPENSATION

1. Compensation for Basic Architectural Services as described herein is proposed to be a lump sum fee as described below, invoiced at the completion of each Option.

BASIC DESIGN:

| | |
|--|-----------------|
| a. Option 1 – Evaluation of Needs Assessment: | \$ 2,500 |
| b. <u>Option 2 – Conceptual Design & Opinion of Prob Cost:</u> | <u>\$21,000</u> |
| Total: | \$23,500 |

2. Late payments: Accounts unpaid 30 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance.
3. Additional Services – if there is a request to expand the scope of Basic Services, or to include Additional Services in the future, the fee will be negotiated based on the specific scope. Additional Services work shall not be completed until approved by the Client.

CLIENT RESPONSIBILITIES

1. If there are public meetings for citizen input for the new facility, the City will conduct such meetings or facilitate citizen's surveys if necessary to gather input from the community.
2. Additionally, the City, through the City of Saginaw's Project Manager, will meet with other relevant city departments, as needed, for development and review of the concept plans to coordinate infrastructure availability, zoning, development issues, codes, and ordinances. This will be communicated to Quorum during the development of the Concept site Plans.
3. Owner shall provide Quorum Architects with pertinent documents, at the request of the Architect, including Geotechnical Reports, Surveys, existing drawings, or plans, etc. or information may be useful to the Architect in preparation of the concept site plan and Documents. It is understood through recent discussions with the City that since this land is part of the City's development, the City will provide nearby geotechnical data as well as a boundary and topo survey for use in general concept site plan development. We also understand that a Traffic Impact Study or TIA will not be required.

ADDITIONAL INFORMATION

1. Quorum Architects, Inc. will provide the Owner with architectural services as required and agreed upon for satisfactory and normal completion of this project. The Architect shall

exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinances, and regulations, which are in effect as of the date of this agreement.

2. The Architect and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. The Owner shall obtain a hazardous material evaluation, prior to beginning any demolition or construction on site.

DELIVERABLES

It is anticipated that Quorum will provide electronic drawings and documents and may provide 11x17 or half size prints as part of this scope and fee.

ITEMS TO BE PROVIDED BY OTHERS

The following items, are requested to be provided to us by the Client to initiate our design efforts:

- Site utility maps with easements affecting the site, current boundary survey, or plat including all site improvements and easements.
- If available, existing reports including letters and environmental reports for the site being considered.

ADDITIONAL INFORMATION

1. Quorum Architects, Inc. will provide the Owner with architectural services as required and agreed upon for satisfactory and normal completion of this project. The Architect shall exercise usual and customary professional care in his efforts to comply with those laws, codes, ordinances, and regulations which are in effect as of the date of this agreement.
2. The Architect and its Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site.
3. In performing Architectural Services, the Architect shall use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the City can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The City agrees to establish a construction contingency fund of no less than 5% of the estimated construction cost to cover the reasonably anticipated costs of these changes and adjustments as well as changes due to code revisions and field conditions. The Owner agrees not to seek any costs from the design team for changes or additions during construction unless

- the aforementioned contingency funds are exhausted by non-owner-initiated changes.
4. Texas law requires registrants to provide all clients with the following written statement: "The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, and Article 249a". The architect and their consultants shall not be responsible for delay caused by circumstances beyond its reasonable control, nor for the delay which may be occasioned by actions which, in the sole judgment of the architect, are required in the exercise of usual and customary professional care. The architect shall not be liable for damage arising from any such delay nor be in default of this Agreement as a result thereof.

Quorum Architects, Inc. sincerely appreciates the opportunity to submit this proposal and looks forward to beginning this project. This Proposal will be valid for a 30-day period from the date of this letter. Please indicate acceptance of this proposal and notice to proceed by signing below and returning one electronic copy.

Should you have any questions or additional concerns, please feel free to contact us at your convenience. Thank you for trusting Quorum Architects, Inc. to assist you in this endeavor.

Sincerely,
Quorum Architects, Inc.



Kim Dowdy-Hickman
Quorum Architects, Inc.

Authorized Signature
City of Saginaw



City Council Memorandum

B. Consideration and Action Regarding Approval of Kitchen Equipment Purchase from Mission Restaurant Supply for Senior Center-Lee Howell, Assistant City Manager

| Meeting | Agenda Group |
|----------------------------------|--------------------|
| Tuesday, March 18, 2025, 6:00 PM | Business Item: 4B. |
| Reference File | |
| Community Goals | |

BACKGROUND/DISCUSSION:

Mission Restaurant Supply is the largest Texas based food service equipment and supply dealer, with six locations across the state and 300 employees serving the brand statewide. The were established in 1988, the family owned and operated company maintains a reputation for building strong, lasting relations and offers an unparalleled menu of in-house services.

Mission Restaurant Supply has submitted a quote for Kitchen Equipment for the new Senior Center.

FINANCIAL IMPACT:

The purchasing of equipment utilized pricing through Choice Partners Cooperative. Contract Number: 23/038TP-10

Purchase Quote: \$107,388.00 funds to be paid from the 2022 bond issuance.

RECOMMENDATION:

Council discretion.

Attachments

[City_of_Saginaw_Senior_Center_Equip_Choice_Partners.pdf](#)

02/05/2025



Quote

Project: City of Saginaw Senior Center Equip-
 Choice Partners
 304 W Mcleroy Blvd
 Lee Howell 817-230-0325
 Saginaw , TX 76179




From: Mission Restaurant Supply
 Ft. Worth Division
 Wyatt Carrell
 2524 White Settlement Rd.
 Ft. Worth, TX 76107
 (817) 265-3973 ex 2801
 (817) 860-4599 Fax




Job Reference Number: 28882

Choice Partners # 23-038TP-10

| Item | Qty | Description | Sell | Sell Total |
|------------------------|------|--|-------------|--------------------|
| E101 | 1 ea | RANGE, 60" 6 BURNERS, 24" CHARBROILER  Vulcan 60SC-6B24CBN Endurance™ Restaurant Range, natural gas, 60", (6) 30,000 BTU open burners with lift-off burner heads, (1) 24" charbroiler with (4) 16,000 BTU burners, (1) standard oven base, (1) convection oven base, stainless steel front, sides, backriser & high shelf, fully MIG welded frame, 6" adjustable legs, 302,000 BTU, CSA, NSF | \$17,845.00 | \$17,845.00 |
| | 1 ea | 1 year limited parts & labor warranty, standard | | |
| | 1 ea | 115v/60/1-ph, cord & plug, standard | | |
| | 2 ea | CASTERS-RR4 Casters, 5" (set of 4) (2 with locks) (quantity of 2 required) | \$587.00 | \$1,174.00 |
| Extended Total: | | | | \$19,019.00 |
| E102 | 1 ea | NUGGET ICE MAKER WITH BIN  Scotsman UN324A-6 Undercounter Ice Maker with Bin, nugget style, air cooled, 24" width, self contained condenser, production capacity up to 370 lb production/24 hours at 70°/50°, 80 lb bin storage capacity, H2 Nugget Ice, sealed maintenance-free bearings, stainless steel auger & evaporator, front facing removable air filter, recessed utility chase, unit specific QR code, ice scoop, includes 6" adjustable legs, 230v/50/1-ph, cULus, NSF, engineered and assembled in USA (Export Model, 50hz version) | \$5,489.00 | \$5,489.00 |
| | 1 ea | NOTE: Sale of this product must comply with Scotsman's MSRP Policy; contact your Scotsman representative for details | | |
| | 1 ea | 3 year parts & labor warranties (Warranty valid in North, South, Central | | |

| Item | Qty | Description | Sell | Sell Total |
|---|------|--|-------------|--------------------|
| | | America & The Caribbean for commercial installations) | | |
| | 1 ea | 5 year parts on compressor (Warranty valid in North, South, Central America & The Caribbean for commercial installations) | | |
| | | Extended Total: | | \$5,489.00 |
| E103 | 1 ea | REACH-IN FREEZER | \$14,199.00 | \$14,199.00 |
|  | | Traulsen G22010 Dealer's Choice Freezer, Reach-in, two-section, self-contained refrigeration, microprocessor control with LED display, stainless steel front, full-height solid doors (hinged left/right), anodized aluminum sides & interior, (3) epoxy coated shelves per section (factory installed), LED interior lights, 6" high casters, eco-friendly R290 Hydrocarbon refrigerant, unit can be programmed to operate at -10°F, 1/2 HP, 115v/60/1, 7.6 amps, NEMA 5-15P, cETLus, ETL-Sanitation | | |
| | 1 ea | 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details | | |
| | 1 ea | Casters, 6"H, locking (set of 4), standard | | |
| | | Extended Total: | | \$14,199.00 |
| E104 | 1 ea | REACH-IN REFRIGERATOR | \$11,553.00 | \$11,553.00 |
|  | | Traulsen G20010 Dealer's Choice Refrigerator, Reach-in, two-section, 46.0 cu. ft., self-contained refrigeration, (2) full height doors (hinged left/right), (3) epoxy coated shelves per section (factory installed), microprocessor control with LED display, LED interior lights, stainless steel front, anodized aluminum sides & interior, 6" high casters, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1, 4.3 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® | | |
| | 1 ea | 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details | | |
| | 1 ea | Casters, 6"H, locking (set of 4), standard | | |
| | | Extended Total: | | \$11,553.00 |
| E105 | 1 ea | REACH-IN FREEZER | \$11,078.00 | \$11,078.00 |
|  | | Traulsen G12000 Dealer's Choice Freezer, Reach-in, one-section, self-contained refrigeration, microprocessor control with LED display, stainless steel front, half-height solid doors (hinged right), anodized aluminum sides & interior, (3) epoxy coated shelves (factory installed), LED interior lights, 6" high casters, unit can be programmed to operate at -10°F, eco-friendly R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1, 6.5 amps, NEMA 5-15P, cETLus, ETL-Sanitation | | |
| | 1 ea | 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details | | |
| | 1 ea | Casters, 6"H, locking (set of 4), standard | | |
| | | Extended Total: | | \$11,078.00 |

| Item | Qty | Description | Sell | Sell Total |
|---|------|---|-------------|--------------------|
| E106 | 1 ea | REACH-IN REFRIGERATOR | \$9,420.00 | \$9,420.00 |
|  | | Traulsen G10010 Dealer's Choice Refrigerator, Reach-in, one-section, 23.4 cu. ft., self-contained refrigeration, (1) full height solid door (hinged right), (3) epoxy coated shelves (factory installed), microprocessor control with LED display, LED interior lights, stainless steel front, anodized aluminum sides & interior, 6" high casters, R290 Hydrocarbon refrigerant, 1/4 HP, 115v/60/1, 3.8 amps, NEMA 5-15P, cETLus, ETL-Sanitation, ENERGY STAR® | | |
| | 1 ea | 6-year parts & labor and 7 year compressor, standard. Visit www.traulsen.com for details | | |
| | 1 ea | Casters, 6"H, locking (set of 4), standard | | |
| Extended Total: | | | | \$9,420.00 |
| E107 | 1 ea | DISHWASHER, UNDERCOUNTER | \$10,650.00 | \$10,650.00 |
|  | | Hobart LXNR-1 LXn Advansys Dishwasher, undercounter with 17" door opening height, 208-240v/60/1ph(2W), accommodates optional two-level racking accessory, high temperature sanitizing, Steam Elimination and Energy Recovery, 30, 24, 13 Racks/Hour, 48 with racks/hour with second level rack, Fresh Water Rinse, .62 gal/rack, Complete Delime™ with Delime Notification, Auto Dispensing, and Booster Guard™, 3 selectable cycles - light, normal, heavy (NSF Pot & Pan cycle on heavy cycle), smart touchscreen controls with SmartConnect™ app, Service Diagnostics, Chemical Pumps with Auto Prime, 23-15/16"W x 26-13/16"D x 33-1/4"H, cULus, NSF, ENERGY STAR®. Factory Startup - Free for installations within 100 miles (accessible by public roadway) of a Hobart Service Office during normal business hours with appropriate notice; Installation beyond 100 miles or those not accessible by public roadway will be quoted by Service. | | |
| | 1 ea | Standard warranty - 1-Year parts, labor & travel time during normal working hours | | |
| Extended Total: | | | | \$10,650.00 |
| E109 | 1 ea | ICE & WATER DISPENSER | \$5,593.00 | \$5,593.00 |
|  | | Scotsman HID312A-1 Meridian™ Ice & Water Dispenser, Touchfree® infrared dispensing, H2 Nugget Ice, air-cooled, production capacity up to 260 lb/24 hours at 70°/50° (225 lb AHRI certified at 90°/70°), 12 lb bin storage capacity, sealed maintenance-free bearings, removable bin, removable air filter, SmoothStream™ water dispensing, removable spouts and sink, enlarged 0.8" sink drain, recessed utility chase, stainless steel evaporator and auger, enlarged 11" dispensing area, USB software upgrade port, unit specific QR code, stainless steel exterior, AgION™ antimicrobial protection, R-134a refrigerant, includes 7.5' power cord with NEMA 5-15P plug, 115V/60/1-ph, 7.0 amps, cULus, NSF engineered and assembled in USA | | |

| Item | Qty | Description | Sell | Sell Total |
|---|------|--|------------|-------------------|
| | 1 ea | NOTE: Sale of this product must comply with Scotsman's MSRP Policy; contact your Scotsman representative for details | | |
| | 1 ea | 3 year parts & labor warranties | | |
| | 1 ea | 5 year parts on compressor & condenser | | |
| | 1 ea | HST16-A Machine Stand for HID312, 16-1/2"W x 23-3/4"D x 32"H, stainless steel, reversible locking door, 6" adjustable legs | \$877.00 | \$877.00 |
| | 1 ea | 1 year parts & labor warranty | | |
| Extended Total: | | | | \$6,470.00 |
| E110 | 1 ea | HEATED HOLDING/TRANSPORT INSTITUTIONAL CABINET | \$5,427.00 | \$5,427.00 |
|  | | Vulcan VBP18ES Holding/Transport Cabinet, Institutional Series, mobile, capacity (18) 18" x 26" x 1" or (36) 12" x 20" x 2-1/2" pans, includes (15) pair of adjustable tray slides 1-1/2" OC, forced air blower, side mounted push handles, recessed control panel, electronic control with digital display, ambient to 190° F, 20 gauge stainless steel interior & exterior, cULus, UL EPH Classified | | |
| | 1 ea | 1 year limited parts & labor warranty, standard | | |
| | 1 ea | 10 year warranty on heating elements, standard | | |
| | 1 ea | 120v/50/60/1-ph, 1500 watts, 12.5 amps, cord with NEMA 5-15P, standard | | |
| | 1 ea | Field reversible doors, standard | | |
| | 1 ea | 5" Casters, set of (4) standard | | |
| Extended Total: | | | | \$5,427.00 |
| E111 | 1 ea | COFFEE BREWER | \$2,678.00 | \$2,678.00 |
|  | | BUNN 53400.0101 53400.0101 ICB Infusion Series® Platinum Edition Tall Coffee Brewer, twin, plumbed, pre-infusion & pulse brew functions, brews into 2.5 to 3.8 liter airpots or 3.8 to 5.7 liter baseless Thermofresh servers, 5.6 gallon tank, electronic funnel lock, 4.3" color touchscreen, wireless interface, energy saver mode, SmartWAVE sprayhead technology, brew counter, USB programming, stainless steel funnel & finish, 120/240v/60/1-ph, 6000 watts, 25 amps, cord, UL, NSF | | |
| Extended Total: | | | | \$2,678.00 |
| E112 | 1 ea | HANDWASHING SYSTEM | \$880.00 | \$880.00 |
|  | | InSinkErator WASH-2 InSinkErator Instant Warm Handwash System (16119-ISE), 1300W hot water tank and patented touchless faucet in one system, dispenses at least 40 twenty-second, instantly warm handwashes at 100°F per hour. Only requires a sink, cold-water line, 115-volt/15-amp electrical outlet. Patented faucet design can be deck or splash mount. | | |
| Extended Total: | | | | \$880.00 |
| E113 | 1 ea | HAND SINK | \$345.00 | \$345.00 |

| Item | Qty | Description | Sell | Sell Total |
|---|------|--|------------|-------------------|
|  | | IMC/Teddy CSW-1DX Hand Sink, wall mounted, 14"W x 10" front-to-back x 5" deep bowl, (1) hole for deck-mount faucet (not included), 8" backsplash, 6" apron, 1-1/2" drain opening, includes mounting bracket & clip with hardware, 20/300 stainless steel, NSF, Made in USA | | |
| | | Extended Total: | | \$345.00 |
| E114 | 1 ea | NO BID Custom NO BID No Bid- Residential Equipment | | |
| E115 | 1 ea | NO BID Custom NO BID No Bid- Residential Equipment | | |
| E116 | 1 ea | NUGGET ICE MAKER WITH BIN Ice-O-Matic GEMU090 Pearl Ice® Maker, soft, chewable ice crystals, undercounter, air-cooled, self-contained condenser, approximately 85 lb/39 kg production/24 hours, 22 lb/10 kg built-in bin, stainless steel finish, cETLus, ETL-Sanitation, NSF | \$4,256.00 | \$4,256.00 |
| | 1 ea | 2 yr. parts & labor warranty, standard | | |
| | 1 ea | 115v/60/1-ph, 5.0 amps, standard | | |
| | 1 ea | KPU090 Pump Kit, for GEMU090 | \$534.00 | \$534.00 |
| | | Extended Total: | | \$4,790.00 |
| E117 | 4 ea | TUBULAR SHELVEING New Age 2448HD "Adjust-A-Shelf" H.D. Series Shelf, 48"W x 24"D, all aluminum construction, 1-1/2" x 1-3/4" x 0.070 wall tubing, 2000 lbs. capacity, NSF, Made in USA, (standard factory lead time) | \$180.00 | \$720.00 |
| | 4 ea | Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects. | | |
| | 4 ea | 76P Post, 76"H, marked in 2" increments, aluminum finish, NSF, Made in USA, (standard factory lead time) | \$35.00 | \$140.00 |
| | | Extended Total: | | \$860.00 |
| E118 | 1 ea | NO BID Custom NO BID No Bid- Residential Equipment | | |
| E119 | 1 ea | T-BAR SHELVEING UNIT New Age 1062TB T-Bar Series Shelving Unit, 4-tier, 48"W x 20"D x 72"H, 1000 lbs. shelf capacity, 18-1/2" shelf clearance, all welded 1-1/2" aluminum tube construction, adjustable feet, NSF, Made in USA, (standard factory lead time) | \$791.00 | \$791.00 |

| Item | Qty | Description | Sell | Sell Total |
|------|------|---|------------------------|-------------------|
| | 1 ea | Lifetime guarantee against rust & corrosion. Lifetime guarantee against workmanship and material defects. | | |
| | | | Extended Total: | \$791.00 |
| E120 | 1 ea | DELIVERY - UNCRATE AND SET EQUIPMENT | \$3,024.00 | \$3,024.00 |
| | | Mission Restaurant Supply EDUS Equipment Delivery, Uncrate and Set in Place | | |
| | | MRS will deliver, uncrate, and set the quoted equipment. Cold equipment will be assembled, set, and started if correct power is available. Hot equipment will be assembled and set in place only. | | |
| | | All gas and electrical final connections BY OTHERS. | | |
| | | Any existing equipment will need to be removed PRIOR to our delivery. | | |
| | | | Extended Total: | \$3,024.00 |
| E121 | 1 ea | FREIGHT | \$715.00 | \$715.00 |
| | | Custom FREIGHT Freight to 76107 | | |
| | | | Extended Total: | \$715.00 |
| | | | Subtotal | \$107,388.00 |
| | | | Total | \$107,388.00 |

Prices Good Until: 03/01/2025

PAYMENT TERMS

Net 30 Days with School Purchase Order issued and noted on invoice.

EQUIPMENT DELIVERY

Do not sign for your delivery without inspecting it for freight damage. If there is any visible damage the best course of action is to refuse the

delivery completely. Notate on the delivery receipt: "Refused Damaged" and notify us at 800-319-0690.

Once we get confirmation from the carrier that the delivery was refused a replacement will be shipped to you. If you discover damage after you sign for the delivery, we will not be able to send a replacement and you will need to file a damage claim with the carrier within five (5) business days.

RETURN POLICY

There is a 25% re-stocking fee applied to all items that are refundable. Items labeled as "used," "non-stock" (specially ordered from the manufacturer), "made to order" (custom-made), or "special order" might be non-refundable or require a higher re-stocking fee, determined by the manufacturer. Products cannot be returned without prior authorization of a Mission Restaurant Supply Customer Service Representative. If for any reason you wish to return or exchange an item or your entire order, please contact us via e-mail returns@missionrs.com or toll free at 800-319-0690. To receive a credit (except for

freight charges), items must be returned freight prepaid within 30 days of receiving your order, unopened, and in the same unused condition we shipped it to you. Freight is **NON-REFUNDABLE**.

DAMAGE POLICY

Inspect your shipment for any damages BEFORE signing. The delivery driver is required to wait for your thorough inspection. REFUSE the damaged shipment, notate "Refused Damaged" on the delivery receipt, and notify us at 800-319-0690. Once we get confirmation from the carrier of the refusal, a replacement will be shipped to you. Should you choose to sign for the delivery and notice damage later, it will be your responsibility to file a freight claim with the carrier. MissionRS is not responsible for the outcome of your claim.

SPECIAL ORDERS

Special Order, Made to Order (custom-made), and Non-Stock items (specially ordered from the manufacturer) are **NON-REFUNDABLE**.

STANDARD EXCLUSIONS

Plumbing and electrical hook-ups, including all indirect waste drains, back flow preventers, roof penetrations/resealing, curbs, supports, and pads are not included in this quote unless otherwise indicated.

APPLICABLE FEES

Freight and sales tax* may be applicable and may be reflected on final invoice. Processing fees may apply.

*Completed sales tax exemptions certificates must be provided to be considered exempt.

ERRORS

Mission Restaurant Supply reserves the right to correct pricing or typographical errors on this quote and refuse or cancel any order placed for said price.

REGULATED BY THE TEXAS DEPARTMENT OF LICENSING AND REGULATION, P.O. Box 12157, Austin, TX 78711. (800) 803-9202, (512) 463-6599. www.tdlr.texas.gov Texas Refrigeration Licenses #TACLB42276C, #TACLB022617R, #TACLB020056R, #TACLB26723R

Acceptance: _____ Date: _____
 Printed Name: _____