

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, October 02, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: www.cityofcorinth.com/remotesession

Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology.

A. NOTICE IS HEREBY GIVEN of a Workshop Session and Regular Meeting of the Corinth City Council.

B. CALL TO ORDER

C. WORKSHOP AGENDA

- [1.](#) Receive a presentation and hold a discussion on the Downtown Corinth branding project.
- [2.](#) Receive a report, hold a discussion, and provide staff direction on the formation of a new volunteer program in the City of Corinth, Neighbors Helping Neighbors.
- [3.](#) Receive a report, hold a discussion and provide staff direction for a study to determine the feasibility and analysis of potential rail station locations in and around the downtown area.
4. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

D. ADJOURN WORKSHOP

E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

F. CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

G. CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

- [1.](#) Consider and act on minutes from the September 18, 2025, City Council Meeting.
- [2.](#) Consider and act on an Ordinance of the City Council of the City of Corinth, Texas, amending Chapter 33 "Boards, Commissions and Departments," adopting as new duties and responsibilities of the Keep Corinth Beautiful Commission certain duties previously assigned to the Parks and Recreation Board, providing for alternate members; and providing an effective date.
- [3.](#) Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services for the purchase of fire apparatus; and providing an effective date.

4. Consider and act on a Resolution denying Oncor Electric Delivery Company's requested rate change.

H. BUSINESS AGENDA

5. Consider and act on the purchase of a Pierce Enforcer Engine with Siddons-Martin Emergency Group by the City of Corinth, on behalf of the Lake Cities Fire Department, in the amount of \$1,026,561, and authorize the City Manager to execute the necessary documents.
6. Consider and act on the ratification of the USIC line locate contract with a change order in the amount of \$27,835 and authorize the City Manager to execute any necessary documents.
7. Consider and act on the renewal of a contract for engineering plan review services with Shield Engineering PLLC in the amount of \$200,000, and authorize the City Manager to execute the necessary documents.
8. Consider and act on an Interlocal Agreement with SPAN Transit for transportation services for senior citizens, veterans, and individuals with disabilities, for fiscal year 2025-2026, in an amount not to exceed \$40,230, and authorize the City Manager to execute the necessary documents.
9. Consider and act on annual appointments, resignations, and removal of board and commission members for the Board of Adjustments, Board of Construction Appeals, Corinth Economic Development Corporation, Ethics Committee, Finance Audit Committee, Keep Corinth Beautiful, and the Planning and Zoning Commission.

I. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

J. EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the "Texas Open Meetings Act"), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

- a. 6200-6400 Block S I-35E
- b. 1500 Block of N Corinth Street

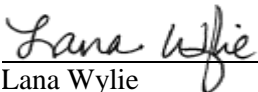
K. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

L. ADJOURN

Taxpayer Impact Statement			
Property Tax Due on Median Valued Homestead			
2024 Rate vs 2025 Proposed Rate vs 2025 No New Revenue Rate			
	Rate per \$100 of Value	Median- Valued Homestead Property	Tax Due
2024 Adopted Rate	0.514000	\$415,573	\$2,136
2025 Proposed Rate	0.560890		\$2,331
2025 No New Revenue Rate	0.631019		\$2,622

**The City Council reserves the right to recess into closed session at any time during the course of this meeting to discuss any of the matters posted on this agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.071, "Consultation with Attorney" for the purpose of receiving legal advice.

Posted on this 26th day of September 2025, at 11:00 A.M., on the bulletin board at Corinth City Hall.


 Lana Wylie
 City Secretary
 City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	Workshop Downtown Corinth Brand Update
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Receive a presentation and hold a discussion on the Downtown Corinth branding project.

Item Summary/Background/Prior Action

The Corinth Economic Development Corporation commissioned the creation of a brand for Downtown Corinth as part of their FY25 budget. This project corresponds with a newly identified goal in the Corinth 2030 Strategic Plan update adopted in June 2024 to “create opportunity for higher density to spur the creation of a commercial and city center”. Through developing a downtown-specific brand, the City and CEDC can more effectively market this growing area of the community and engage in more comprehensive placemaking efforts.

The project kicked off earlier this year with consultants MIG, Inc. and a branding sub-committee comprised of representatives from the City Council, CEDC, and Planning & Zoning Commission to streamline input. Using research and feedback from stakeholders, the consultants developed and workshopped several iterations of brand concepts with Staff and the sub-committee. This led to two top choices being identified by the group, each with an alternative color variation, for four options total.

The four options were shown to the sub-committee, and their input was solicited through a polling exercise to determine their top selection. Staff engaged the CEDC in a similar exercise at a special meeting held on August 26th for their recommendation to the Council as well. Both groups had the same top choice with some additional votes for a couple of the other options. These results will be discussed in detail with the Council as part of the presentation.

Staff is requesting that the Council consider the final brand options and the poll results presented in anticipation of an action item to make a final selection at the October 16th meeting.

Financial Impact

N/A

Staff Recommendation/Motion

N/A



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	Neighbors Helping Neighbors – Volunteer Program
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Receive a report, hold a discussion, and provide staff direction on the formation of a new volunteer program in the City of Corinth, Neighbors Helping Neighbors.

Item Summary/Background/Prior Action

Due to the growth of the PREP program and the need of residents that cannot afford the initial cost of the program, a volunteer-based program is needed to fill the gap of residents that are going without any help for repairing their homes in our community.

Financial Impact

None



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	DCTA Corinth Station Location Analysis
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input checked="" type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Receive a report, hold a discussion and provide staff direction for a study to determine the feasibility and analysis of potential rail station locations in and around the downtown area.

Item Summary/Background/Prior Action

In 2019, a consultant, Lockwood, Andrews and Newman, Inc., performed a DCTA station analysis for three potential locations in Corinth. The three stations were identified and evaluated for physical feasibility, cost and proximity to future planned development. Over the last six years, significant progress has been made in the development of Downtown Corinth, one location is no longer available as it is in the process of being developed into a mixed-use development, and implementation costs have likely changed. Staff has met with DCTA staff who are recommending an updated station location analysis and feasibility study. The cost of an updated study is anticipated to be approximately \$130,000. Staff will provide a presentation for discussion and staff direction.

Program Management – A-Train Enhancement Program

Corinth Station Feasibility Study

Scope of Work

September 3, 2025

Background: LAN produced an initial conceptual siting study for the City of Corinth in 2020. The preferred alternative location site was modeled in the A-train Enhancement study produced by LAN in the 2022 – 2024 timeframe. Since then, the City of Corinth has requested review of two alternative station locations before making its final decision on a station site. Currently, there is no agreement between DCTA and the City of Corinth to further plan, design, or construct a station in Corinth beyond this Feasibility Study.

Task 1: Station Area Plan

The consultant will meet with the City of Corinth to establish the station location context, goals, accessibility needs and ridership base. The station location will be based on track geometry and station conceptual alternatives presented in City of Corinth DCTA Station Concept Final Report dated October 2019. Up to two other station locations will be further evaluated based on the City's proposed development, land use and access needs including:

- Relationship with existing conditions, structures, development plans, streets and pedestrian corridors.
- Relationship of all alternative station locations to the TIRZ boundary established by the City and Denton County. All station locations are to be within the TIRZ boundary.
- Pedestrian and circulator linkages to nearby activity nodes and employment
- Identification of parking / drop off needs and location

Deliverables:

- Station Location Alternatives Plans (1 new location) (2nd location is an add-on option for additional fee)
- Preferred Station Location Plan
- Illustrative Pedestrian Access and Parking Plan

Task 2: Station Layout

Based on the desired station location, the Consultant will develop a station layout plan based on a typical DCTA station functional layout and canopies (similar to Old Town Station) defining:

- Platform configuration (single vs. double track, side vs. center platform), length/width, canopy locations and amenities
- Platform pedestrian access and context (streets/sidewalks/adjacent structures)
- Typical Platform elevation (based on DCTA Old Town Station)

Deliverables:

- Station Platform Plan
- Station Elevations

Task 3: Track Geometry and Modeling Verification

For each station location that is to be included in the Final Feasibility Report (one location + one additional add-on location option), the preliminary track geometry will be determined as well as future sidings. The RTC model will be run with up to two station locations

confirming that the current 30-minute headway is achievable (with curve and speed improvements implemented) as well as the future 15-minute headway is achievable:

- Track Plan showing Track geometry for up to two Station locations (2nd location is an add-on option)
- Review of RTC Model results for each Station location in the Feasibility Report
- No effort is included for changes, re-runs or edits to the Corinth Station location shown in the Curve & Speed Enhancement report.

Deliverables:

- Track Schematic

Task 4: Feasibility Report

Develop a written feasibility report with illustrations identified in Tasks 1-3 above in 8.5 x 11 format. Final deliverable in PDF format. A draft report will be submitted for review and comment. The Corinth Station location included in the Curve & Speed Enhancement Report will be included in the Feasibility Report as the base option.

Deliverables:

- Draft and Final Report

Task 5: ROM Cost Estimate

Validate / refine the station cost estimate produced in the original LAN study and produce cost estimates of the same degree for the other two alternative locations, including for trackwork, street modifications, station and related costs to be led by Lochner

Assumptions:

Fee Proposal is assumed to be billed at actual labor hours x billing rates with a NTE total.

Parking design and construction costs are the responsibility of the City of Corinth.

Period of performance is assumed to be 12 weeks from NTP.

One Station locations will be studied in addition to refinement of the original LAN estimate. A 2nd station location can be studied for an additional fee.

Cost Estimating

- One Station locations will be estimated in addition to refinement of the original LAN estimate. A 2nd station location can be estimated for an additional fee.
- Estimating team to use local labor, material, and equipment pricing.
- Estimating team will have a minimum of 3 weeks to complete after concepts are developed.
- Any unknown conditions (i.e. utilities) are excluded from the estimate.
- Right-of-way is excluded from estimate.



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	Minutes Approval of Meeting Minutes
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Consider and act on minutes from the September 18, 2025, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, September 18, 2025 at 5:45 PM

City Hall | 3300 Corinth Parkway

View live stream: <https://www.cityofcorinth.com/city-council/page/city-council-workshop-and-regular-session-115>

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 18th day of September 2025, the City Council of the City of Corinth, Texas, met at Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro Tem
Scott Garber, Council Member
Lindsey Rayl, Council Member
Tina Henderson, Council Member - Not Present
Kelly Pickens, Council Member

Staff Members Present:

Scott Campbell, City Manager
Lana Wylie, City Secretary
Patricia Adams, City Attorney
Wendell Mitchell, Police Chief
Lee Ann Bunselmeyer, Director of Finance & Strategic Services
Guadalupe Ruiz, Director of Human Resources
Caroline Seward, Director of Parks & Recreation
Melissa Dailey, Director of Development Services
Brenton Copeland, Chief Technology Manager
Derek Dunnam, Technology Services Specialist
Lance Stacy, City Marshal

CALL TO ORDER

The Workshop Session did not take place.

WORKSHOP AGENDA

1. Receive a report, hold a discussion and provide staff direction for a study to determine the feasibility and analysis of potential rail station locations in and around the downtown area.
2. Discuss items on the Regular Session Agenda, including the consideration of Executive Session items.

ADJOURN WORKSHOP

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

Mayor Heidemann called the Regular Meeting to order at 5:46 P.M. and immediately convened into Executive Session under Section 551.087.

EXECUTIVE SESSION**

In accordance with Chapter 551, Texas Government Code, Section 551.001, et seq., (the “Texas Open Meetings Act”), the City Council will recess into Executive Session (closed meeting) to discuss the following items. Any necessary final action or vote will be taken in public by the City Council in accordance with this agenda.

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

- a. 6200-6400 Block S I-35E
- b. 1500 Block of N Corinth Street

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON EXECUTIVE SESSION ITEMS

Mayor Heidemann recessed the Executive Session at 6:31 P.M. and immediately reconvened into the Regular Meeting.

No action was taken.

CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

Kimberly Couch - address protected

CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Council Member desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

1. Consider and act on minutes from the August 21, 2025, City Council Meeting.
2. Consider and act on minutes from the September 4, 2025, City Council Meeting.
3. Consider and act on an Ordinance amending the Zoning Ordinance and Zoning Map of the City of Corinth, each being a part of the Unified Development Code, from SF-2 Single Family Residential (Detached) to a Planned Development with a base zoning district of SF-4 Single Family Residential (Detached) for the development of ±54 lots on approximately ±13.1 acres generally located at 2215 and 2217 Lake Sharon Drive.

Motion made by Council Member Garber: I move to approve the Consent Agenda as presented. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

PUBLIC HEARING

4. Hold a public hearing on a proposal to consider a tax rate which will not exceed the No New Revenue Tax Rate of \$0.63101 per \$100 or the Voter-Approval Tax Rate of \$0.62629 per \$100.

Mayor Heidemann opened the Public Hearing at 6:51 P.M. and closed it at 7:02 P.M. The following residents spoke:

Against - Arlene Carrow-Crocker - 3112 Blake Street
 Against - Larry Worden - 3301 Benbrook Cove
 Against - Catherine Stallcup - 3409 Fairview Drive
 Against - Mike King - 2610 Zachary Drive

5. Hold a public hearing, consider and act on an ordinance amending Section 50.16 of the Code of Ordinances of the City of Corinth to increase the Water and Wastewater rates currently in effect; providing for the Incorporation of Premises; Providing Amendments; Providing for a Cumulative Repealer Clause; Providing a Savings Clause; Providing a Severability Clause; and Providing an Effect Date.

Mayor Heidemann opened the Public Hearing at 7:09 P.M. and closed it at 7:09 P.M.

No comments were made.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-09-18-40 amending Section 50.16 of the Code of Ordinances of the City of Corinth to increase the Water and Wastewater rates. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

6. Conduct a Public Hearing to consider testimony and act on a request for a specific use permit by the Applicant, McAdams, to allow for a Private Car Wash and Fueling Station on approximately ±16.3 acres located at 7701 S Stemmons Freeway.

Mayor Heidemann opened the Public Hearing at 7:12 P.M. and closed it at 7:12 P.M.

No comments were made.

Motion made by Council Member Pickens: I move to approve Ordinance No. 25-09-18-41, Case No. SUP25-0002 as presented. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

7. Conduct a Public Hearing to consider testimony and act on a City-initiated request to amend the City of Corinth Comprehensive Plan "Envision Corinth 2040" Master Thoroughfare Plan by realigning the Carpenter Lane Future Collector Roadway to connect Lake Sharon Drive to Corinth Parkway.

Mayor Heidemann opened the Public Hearing at 7:18 P.M. and closed it at 7:18 P.M.

No comments were made.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-09-18-42 amending the City of Corinth's Comprehensive Plan "Envision Corinth 2040" Master Thoroughfare Plan by realigning the Carpenter Lane Future Collector Roadway to connect Lake Sharon Drive to Corinth Parkway. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

BUSINESS AGENDA

8. Consider and act on an Ordinance adopting a Budget and the first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2025 and ending September 30, 2026 for the City of Corinth; and providing an effective date.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-09-18-43 adopting the Budget and first year of the Capital Improvement Plan and appropriating resources for the budget year beginning October 1, 2025 and ending September 30, 2026 for the City of Corinth. Seconded by Mayor Pro Tem Burke.

Roll Call Vote: Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

9. Consider and act on an Ordinance levying and adopting the tax rate of \$0.53709 for the 2025-2026 Fiscal Year.

Motion made by Council Member Garber: I move that the property tax rate be increased by the adoption of a tax rate of \$0.53709 per \$100 valuation, which is effectively a 4.49% increase over the prior year tax rate and a 14.49% decrease from the no new revenue tax rate. and to approve Ordinance No. 25-09-18-44. Seconded by Council Member Rayl.

Roll Call Vote: Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

10. Consider and act on an Ordinance approving the 2025 Tax Rolls and accepting the anticipated collection rate of 100 percent for the fiscal year beginning October 1, 2025 and ending September 30, 2026.

Motion made by Mayor Pro Tem Burke: I move to approve Ordinance No. 25-09-18-45 accepting the 2025 Tax roll and to accept the submission of the certified collection rate of 100 percent for the fiscal year beginning October 1, 2025 and ending September 30, 2026. Seconded by Council Member Garber.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

11. Consider vote to ratify the property tax increase reflected in the city's annual budget for FY2025-2026.

Motion made by Council Member Garber: I move to ratify the property tax increase reflected in the city's annual budget for FY 2025-2026. Seconded by Mayor Pro Tem Burke.

Roll Call Vote: Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

12. Consider and act on an ordinance of the City Council of the City of Corinth Texas authorizing the City Manager to execute an agreement between the City of Corinth and the Lake Cities Chamber of Commerce for the payment and use of Hotel Tax Revenue.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-09-18-46 approving the agreement with the Lake Cities Chamber of Commerce, authorizing the use of Hotel Occupancy Tax. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

13. Consider and act on a Resolution approving a compensation plan for employees, adopting pay schedules for General Government, Public Works and Facilities, Police, and Fire; and providing for an effective date.

Motion made by Mayor Pro Tem Burke: I move to approve Resolution No. 25-09-18-09 approving the compensation plan for its employees, adopting pay schedules for General Government, Public Works and Facilities, Police, and Fire, and providing an effective date of September 22, 2025. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

14. Consider and act on an Ordinance of the City of Corinth, amending the City of Corinth Personnel Policy Manual incorporated by reference into Chapter 34, Personnel Policy, Section 34.01, Adoption By Reference, to adopt revisions to maximum leave balance and holidays, and providing an effective date.

Motion made by Council Member Garber: I move to approve Ordinance No. 25-09-18-47 adopting the revised City of Corinth Personnel Policy Manual with an effective date of October 1, 2025. Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

15. Consider testimony and act upon a request for a Sign Variance to the Unified Development Code, Subsection 4.01.17.H-Directional Sign, to increase the maximum area for the sign face and number of directional signs for Lake Dallas ISD at Meadowview Dr, Corinth, TX, 76210 (Case No. ZVR25-0001)

Motion made by Council Member Garber: I move to approve Case No. ZVR25-0001 – Lake Dallas ISD Sign variances to allow for 8 directional signs of 14 square feet of maximum sign face. Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Rayl, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

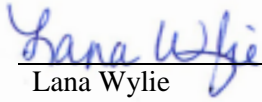
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Mayor Pro Tem Burke
Council Member Garber
Council Member Rayl
Council Member Pickens
City Manager Campbell
Mayor Heidemann

ADJOURN

Mayor Heidemann adjourned the meeting at 7:47 P.M.

Approved by the Council on the _____ day of _____ 2025.



Lana Wylie
City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH Staff Report

Meeting Date:	10/2/2025	Title:	Keep Corinth Beautiful & Parks and Recreation Board
Strategic Goals:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input checked="" type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input checked="" type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Ordinance of the City Council of the City of Corinth, Texas, amending Chapter 33 “Boards, Commissions and Departments,” adopting as new duties and responsibilities of the Keep Corinth Beautiful Commission certain duties previously assigned to the Parks and Recreation Board, providing for alternate members; and providing an effective date.

Item Summary/Background/Prior Action

The City of Corinth currently maintains both the Keep Corinth Beautiful Commission (KCB) and the Parks and Recreation Board. Under the existing ordinance, the Parks and Recreation Board is structured as a subcommittee of the Keep Corinth Beautiful Commission, with overlapping membership and responsibilities. While this structure was originally intended to streamline coordination between community beautification efforts and parks planning, in practice it has resulted in duplication of duties, additional administrative requirements, and unnecessary complexity.

The Keep Corinth Beautiful Commission is tasked with promoting beautification, litter prevention, waste reduction, and community improvement efforts, as well as recommending policies and program priorities to City Council. In addition, the Commission already has the authority to establish subcommittees for specific focus areas such as cleanup, trails, and recreation.

The Parks and Recreation Board currently serves in an advisory capacity on matters related to parks, recreation, and trails, including policy recommendations, program evaluation, and community advocacy. However, its advisory duties largely overlap with responsibilities that can be integrated under the Keep Corinth Beautiful Commission.

To simplify governance, enhance efficiency, and eliminate duplicative efforts, staff recommends consolidating these two entities into a single board. The Keep Corinth Beautiful Commission would assume all current duties of both the Commission and the Parks and Recreation Board. By consolidating the boards, the City will retain strong advisory support in both beautification and parks planning while reducing duplication of effort and ensuring a more effective, coordinated approach to community improvement.

Staff Recommendation/Motion

Staff recommends approval of the ordinance combining the Keep Corinth Beautiful Commission with the Parks and Recreation Board.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 25-10-02-XX**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS, AMENDING CHAPTER 33 “BOARDS, COMMISSIONS AND DEPARTMENTS” OF TITLE III “ADMINISTRATION” OF THE CODE OF ORDINANCES OF THE CITY OF CORINTH BY AMENDING SECTION 33.02 “PURPOSE AND DUTIES” BY THE ADOPTION OF NEW SECTIONS (A)(6) – (A)(12) ADOPTING AS NEW DUTIES AND RESPONSIBILITIES OF THE KEEP CORINTH BEAUTIFUL COMMISSION CERTAIN DUTIES PREVIOUSLY ASSIGNED TO THE PARKS AND RECREATION BOARD; REPEALING SECTION 33.02(D) ESTABLISHING THE PARKS AND RECREATION BOARD; REPEALING THE FOLLOWING SECTIONS ESTABLISHING THE AUTHORITY OF THE PARKS AND RECREATION BOARD; SECTION 33.10 “CREATION; APPOINTMENT; COMPENSATION”; SECTION 33.11 “PURPOSE AND DUTIES”; SECTION 33.12 “TERM OF OFFICE”; SECTION 33.13 “MEETINGS; OFFICERS”; SECTION 33.14 “RULES”; AND SECTION 33.15 “FINANCIAL RESPONSIBILITY”; AMENDING SECTION 33.03, “TERM OF OFFICE” BY AMENDING SUBSECTION (A) TO PROVIDE FOR THE ADDITION OF TWO (2) ALTERNATE MEMBERS; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING AMENDMENTS; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth, Texas, is a home-rule municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, in 2004, the City Council adopted Resolution No. 04-09-02-19, establishing the Keep Corinth Beautiful Commission (“KCB”); and

WHEREAS, in 2019, the City Council adopted Ordinance No. 19-08-22-30, amending Chapter 33 of the Code of Ordinances establishing the Parks and Recreation Board (“Parks Board”); and

WHEREAS, in 2022, the City Council adopted Ordinance No. 22-09-15-32 amending Chapter 33 of the Code of Ordinance combining Keep Corinth Beautiful Commission and the Parks and Recreation Board (“Parks Board”) by making the Parks Board a subcommittee operating under and comprised of five members of the Keep Corinth Beautiful Commission; and

WHEREAS, the entire KCB Board has expressed its interest in serving on the Parks Board, and Staff has recommended that the separate Parks Board subcommittee be eliminated and that the duties of the Park Board become the duties of KCB; and

WHEREAS, the City Council has determined that it wishes to eliminate the separate Parks Board and to combine duties of the Park Board with the duties of the KCB, and that combining those functions will increase efficiencies and allow the entirety of the KCB to participate in matters related to parks and recreation within the City; and

WHEREAS, the changes to additional duties and responsibilities of the KCB and abolition of the Parks Board requires amendments to Chapter 33, “Board, Commissions and Departments” of the Code of Ordinances; and

WHEREAS, the City Council has also determined it beneficial to increase the membership of the Commission to include two (2) alternate members to assist with quorum compliance and to allow more citizen participation; and

WHEREAS, the Council has reviewed the proposed changes and determined that the proposed abolishment of a separate Parks Board will create efficiency and serve the best interests of the public health, safety and welfare, and that such combination further efficiencies and good government.

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

SECTION 1.
INCORPORATION OF PREMISES

The above and foregoing recitals are found to be true and correct and are incorporated into the body of this Ordinance for all purposes.

SECTION 2.
AMENDMENT

2.01. Subsection (A) “Keep Corinth Beautiful Commission” of Section 33.02 “Purpose and Duties” of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration” of the Code of Ordinances of the City of Corinth, Texas, is hereby amended to adopt the following new provisions of Subsection (A) of Section 33.02, A(6) through A(12) which shall be and read in their entirety as follows, and all other sub paragraphs of Section 33.02(A) shall remain in full force and effect without amendment:

§33.02. Purpose and Duties.

- (A) Keep Corinth Beautiful Commission. The Commission shall recommend policies related to litter prevention, beautification and community improvement, and the minimization of solid waste to the City Council so all City activities might follow a common purpose. The Commission shall have the following responsibilities:

...

- (6) Act in an advisory capacity to the City Council and the Director of Parks and Recreation pertaining to parks and recreation, and cooperate with other governmental agencies, civic groups and all citizens of the City in the advancement of sound parks and recreation planning and programming.
- (7) Recommend policies related to parks and recreation for approval by the City Council.
- (8) Recommend the adoption of standards for parks, playgrounds, and trails and their financial support.
- (9) Make or cause to be made an annual review of existing recreation services and a survey of services, including existing services provided and services needed. The Commission shall interpret the findings of such review and survey to discern the needs of the public and shall provide a written report of that interpretation to the City Council and to the

- Director of Parks and Recreation along with recommendations on planning and implementation.
- (10) Aid in coordinating trail connections with the programs of other governmental agencies and interested groups.
 - (11) Review the effectiveness of the parks and recreation program with the Director of Parks and Recreation and the City Manager.
 - (12) Serve as an advocate for parks and recreation services to the public and shall serve in the role of Parks Board.

2.02. Subsection D. “Parks and Recreation Board” of Section 33.02 “Purpose and Duties” of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration” of the Code of Ordinances of the City of Corinth, Texas, creating a Parks and Recreation Board is hereby repealed and all other sections and subsections of Section 33.02 not expressly amended hereby shall remain in full force and effect.

2.03. Section 33.10, “Creation, Appointment; Compensation” of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration of the Code of Ordinances of the City of Corinth, Texas, is hereby repealed in its entirety and all other sections and subsections of Chapter 33 not expressly amended hereby shall remain in full force and effect.

2.04. Section 33.11 “Purpose and Duties” of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration of the Code of Ordinances of the City of Corinth, Texas, is hereby repealed in its entirety and all other sections and subsections of Chapter 33 not expressly amended hereby shall remain in full force and effect.

2.05. Section 33.12 “Term of Office” of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration” of the Code of Ordinances of the City of Corinth, Texas, is hereby repealed in its entirety and all other sections and subsections of Chapter 33 not expressly amended hereby shall remain in full force and effect.

2.06. Section 33.13 “Meeting; Officers” of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration” of the Code of Ordinances of the City of Corinth, Texas, is hereby repealed in its entirety and all other sections and subsections of Chapter 33 not expressly amended hereby shall remain in full force and effect.

2.07. Section 33.14 “Rules” of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration” of the Code of Ordinances of the City of Corinth, Texas, is hereby repealed in its entirety and all other sections and subsections of Chapter 33 not expressly amended hereby shall remain in full force and effect.

2.08. Section 33.15 “Financial Responsibility” of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration” of the Code of Ordinances of the City of Corinth, Texas, is hereby repealed in its entirety and all other sections and subsections of Chapter 33 not expressly amended hereby shall remain in full force and effect.

2.09 . Subsection A. of Section 33.03, “Term of Office” of Chapter 33 “Boards, Commissions and Departments” of Title III “Administration” of the Code of Ordinances of the City of Corinth, Texas, establishing the membership of the Commission is hereby amended to be and read in its entirety as follows and all other subparagraphs of Section 33.03 not expressly amended hereby shall remain in full

force and effect without amendment:

§33.03. Term of Office

(A) “The Commission shall be comprised of ten (10) members and two (2) alternate members, each to be nominated and approved by the City Council, and such members shall be members at large. Alternates shall serve in the absence of regular members.”

...

SECTION 3.
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all provisions of all existing ordinances and resolutions and of the Code of Ordinances of the City of Corinth, Texas, as amended, except where the provisions of this ordinance are in direct conflict with the provisions of such existing ordinances, resolutions, and code, in which event the conflicting provisions of such ordinances and Code are hereby repealed.

SECTION 4.
SEVERABILITY

It is hereby declared by the City Council of the City of Corinth that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this Ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 5.
EFFECTIVE DATE

This Ordinance shall take effect immediately upon its passage and approval in accordance with law and City Charter.

PASSED AND APPROVED this _____ day of _____, 2025.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	Amendment Fire Apparatus
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2025-2026 budget and annual program of services for the purchase of fire apparatus; and providing an effective date.

Item Summary/Background/Prior Action

On July 4, 2025, Engine 591 was involved in an accident on I-35 and was declared a total loss. The Texas Municipal League, the City’s insurance provider, determined damages in the amount of \$661,203. Engine 591, a 2017 Pierce Arrow XT, had originally been scheduled for replacement in 2027 and then reassigned to reserve status for an additional three to five years.

Due to the loss, a budget amendment is proposed to allow staff to utilize the insurance reimbursement of \$659,690, along with \$366,871 from the General Fund balance, to purchase a new fire engine.

Financial Impact

The Annual Program of Services was adopted on September 18, 2025, Ordinance 25-09-18-43 by the City Council.

On September 12, 2025 the City received \$659,690 from Texas Municipal League for insurance reimbursement. The funds were deposited in the General Fund. The budget amendment proposes utilizing the insurance reimbursement of \$659,690 plus use of general fund balance in the amount of \$366,871.

Applicable Owner/Stakeholder Policy

Section 9.05 Supplemental Appropriations of the City Charter allows that “if during the fiscal year the City Manager certifies that there are revenues available in excess of those estimated in the budget or funds otherwise available in unencumbered reserves, the Council by ordinance may make supplemental appropriations for the year up to the amount of these available funds.”

Staff Recommendation/Motion

Staff recommends approval of the Ordinance amending the fiscal year 2025-2026 Annual Program for the purchase of fire apparatus.

**CITY OF CORINTH, TEXAS
ORDINANCE NO. 25-10-02-XX**

AN ORDINANCE OF THE CITY OF CORINTH, TEXAS APPROVING AN AMENDMENT TO ORDINANCE NO. 25-09-18-43 REGARDING THE FISCAL YEAR 2025-2026 CITY OF CORINTH BUDGET AND ANNUAL PROGRAM OF SERVICES TO PROVIDE FOR FUNDS TO PURCHASE FIRE APPARATUS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Corinth is a home-rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the local Government Code; and

WHEREAS, the City Council adopted a budget and appropriated resources for the budget year beginning October 1, 2025, and ending September 30, 2026 by Ordinance No. 25-09-18-43; and

WHEREAS, the current adopted budget for fiscal year 2025-2026 does not have adequate funding to pay \$1,026,561 for the expenditure of funds for the purchase of fire apparatus; and

WHEREAS, the City Council deems it appropriate and necessary to amend the budget to reflect expenditures from the General Fund Balance of \$1,026,561 for funds to purchase fire apparatus; and

WHEREAS, the City Council finds that this budget amendment is consistent with § 9.05 of the City Charter and the proposed change in the budget is for a municipal purpose;

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY ORDAINS:

SECTION I

The findings set forth in the above preamble to this Ordinance are true and correct.

SECTION II

Ordinance No. 25-09-18-43 the budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, shall be amended as follows:

One million Twenty-Six Thousand Five Hundred Sixty-One Dollars (\$1,026,561) shall be appropriated into the Expenditures Line Items for the General fund Fire Services budget.

The City of Corinth Budget and Annual Program of Services is hereby amended to increase the General Fund budget by **\$1,026,561** for the purchase of fire apparatus. Further, the City Council affirms its approval of the expenditure of funds for the aforementioned purposes.

SECTION III

The City Secretary is hereby directed to attach a copy of this Ordinance to Ordinance No. 25-09-18-43.

SECTION IV

Pursuant to Section 102.009(d) of the Texas Local Government Code, the municipal budget officer is directed to file a true copy of this amendment with the Denton County Clerk. If the mayor objects to this ordinance, it shall be adopted by a majority of the entire City Council.

SECTION V

This Ordinance shall be in full force and effect after its passage, and it is so ordained.

PASSED AND APPROVED ON THIS THE 2ND DAY OF OCTOBER 2025.

SEAL

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	Resolution Oncor Rate Case
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Consider and act on a Resolution denying Oncor Electric Delivery Company’s requested rate change.

Item Summary/Background/Prior Action

On June 26, 2025, Oncor Electric Delivery Company LLC (“Oncor” or “Company”) filed an application with cities retaining original jurisdiction seeking to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve a 12.3% increase in residential rates and a 51.0% increase in street lighting rates. If approved, the impact of this requested increase on an average residential customer would be about \$7.90 per month.

In a prior City action, Oncor’s rate request was suspended from taking effect for 90 days, the fullest extent permissible under the law. This time period has permitted the City, through its participation with the Steering Committee of Cities Served by Oncor (“Steering Committee”), to determine that the proposed rate increase is unreasonable. Consistent with the recommendations of the experts engaged by the Steering Committee, Oncor’s request for a rate increase should be denied.

Accordingly, the purpose of the Resolution is to deny the rate change application proposed by Oncor. Once the Resolution is adopted, Oncor will have 30 days to appeal the decision to the Public Utility Commission of Texas (“PUC”) where the appeal will be consolidated with Oncor’s filing (PUC Docket No. 58306) currently pending at the PUC.

Explanation of "Be It Resolved" Paragraphs:

1. This paragraph finds that the Company’s application is unreasonable and should be denied.
2. This section states that the Company’s current rates shall not be changed.
3. The Company will reimburse Cities for their reasonable rate case expenses. Legal counsel and consultants approved by the Steering Committee will submit monthly invoices that will be forwarded to Oncor for reimbursement.

4. This section merely recites that the resolution was passed at a meeting that was open to the public and that the consideration of the Resolution was properly noticed.
5. This section provides Oncor and counsel for the Steering Committee will be notified of the City's action through a copy of the approved and signed resolution.

Financial Impact

The potential impact to the City would be approximately \$75,000.

Applicable Policy/Ordinance

Staff Recommendation/Motion

Staff recommends approval of the Resolution denying Oncor Electric Deliver Company's requested rate change.

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 25-10-02-XX**

A RESOLUTION OF THE CITY OF CORINTH, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION TO CHANGE RATES WITHIN THE CITY SHOULD BE DENIED; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the City of Corinth, Texas ("City") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company"), and a regulatory authority with an interest in the rates and charges of Oncor; and

WHEREAS, the City is a member of the Steering Committee of Cities Served by Oncor ("Steering Committee"), a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area; and

WHEREAS, on or about June 26, 2025, Oncor filed with the City an application to increase system-wide transmission and distribution rates by about \$834 million or approximately 13% over present revenues. The Company asks the City to approve an 12.3% increase in residential rates and a 51.0% increase in street lighting rates; and

WHEREAS, the Steering Committee is coordinating its review of Oncor's application and working with the designated attorneys and consultants to resolve issues in the Company's filing; and

WHEREAS, through review of the application, the Steering Committee's consultants determined that Oncor's proposed rates are excessive; and

WHEREAS, the Steering Committee's members and attorneys recommend that members deny the Application; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
OF
CORINTH, TEXAS:**

Section 1. That the rates proposed by Oncor to be recovered through its electric rates charged to customers located within the City limits, are hereby found to be unreasonable and shall be denied.

Section 2. That the Company shall continue to charge its existing rates to customers within the City.

Section 3. That the City's reasonable rate case expenses shall be reimbursed in full by Oncor.

Section 4. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

Section 5. That a copy of this Resolution shall be sent to Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202 and to Thomas Brocato, Counsel to the Steering Committee, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Ave., Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED this 2nd day of October, 2025.

Bill Heidemann, Mayor

ATTEST:

Lana Wylie, City Secretary

APPROVED AS TO FORM:

Patricia A. Adams, City Attorney



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	Engine 591 Replacement
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<div> <input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation </div> <div> <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 </div> <div> <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 </div> <div> <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission </div>		

Item/Caption

Consider and act on the purchase of a Pierce Enforcer Engine with Siddons-Martin Emergency Group by the City of Corinth, on behalf of the Lake Cities Fire Department, in the amount of \$1,026,561, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

On July 4, 2025, Engine 591 was struck by a dump truck while working an accident on I-35. TML processed the claim and determined that the value of the engine to be \$659,690.09. A check was issued and received for the payment. If this item is approved, the timeline to receive a new engine is May 2026.

Financial Impact

The financial impact to the City of Corinth is \$366,870.91, which includes a \$39,593 full prepay discount.

Applicable Policy/Ordinance

Staff Recommendation/Motion

Staff recommends approval as presented.

Siddons Martin Emergency Group, LLC
1506 Interstate 35 W
Denton, TX 76207-2402
GDN P115891
TxDMV Dealer License No. A173067

Section H, Item 5.



September 17, 2025

Scott Funderburg, Assistant Chief
LAKE CITIES FIRE DEPARTMENT
3101 GARRISON RD
CORINTH, TX 76210

Proposal For: 2025 Lake Cities Pumper

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to LAKE CITIES FIRE DEPARTMENT. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB LAKE CITIES FIRE DEPARTMENT and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1179 - Pierce-Custom Enforcer Pumper, PUC	
(Unit Price - \$1,064,154.00)	
Delivery within 12-13 months of order date	
QUOTE # - SMEG-0010355-2	
	Vehicle Price \$1,064,154.00
	Full Prepay Discount (\$39,593.00)
	1179 - UNIT TOTAL \$1,024,561.00
	SUB TOTAL \$1,024,561.00
	HGAC FS12-23 (FIRE) \$2,000.00
	TOTAL \$1,026,561.00

Price guaranteed until 9/30/2025

Additional: 'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.

Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the "Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

- (A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
- (B) 20% of the Purchase Price after completion of the approval drawings;
- (C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Tyler Ramsey
Tyler Ramsey

I, _____, the authorized representative of LAKE CITIES FIRE DEPARTMENT, agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

Signature & Date



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	Contract USIC Line Locate Change Order
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on the ratification of the USIC line locate contract with a change order in the amount of \$27,835 and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The purpose of this item is to recognize and fund a year-end overage driven by a temporary surge in 811 tickets associated with the Brightview fiber build throughout the City's rights-of-way. Although the work occurred within FY 2025, invoices typically post approximately thirty days after service, which is why this ratification is being requested now.

The City maintains an annual contract of \$70,000 with USIC to respond to 811 locate requests for City-owned underground utilities. During FY 2025, the Brightview fiber installation significantly increased excavation activity citywide and, consequently, the number of 811 tickets requiring locates of City facilities. Under the Texas One-Call law (Texas Utilities Code Chapter 251), excavators notify 811 before digging and facility operators are obligated to mark their facilities within the statutory timeframe. These costs are borne by the facility operator and are not passed through to the contractor performing the excavation. As the operator of the City's water and wastewater infrastructure, the City must therefore absorb the cost of the additional locates required by the project. To mitigate costs, the City completed the last month of FY 2025 locates with in-house staff, which helped reduce reliance on the contract and will inform future budget planning and staffing adjustments.

The requested ratification will increase the FY 2025 total for USIC services from \$82,597.01 to \$110,432.01, reflecting this new \$27,835 change order. Funding is available in the FY2025 Water/Wastewater Operations and Maintenance Budget.

The 811 line-locate program is a critical damage-prevention and public safety function. Timely locates prevent utility strikes, service outages, environmental releases, costly repairs, and potential injuries. Ratifying the change order ensures vendors are paid for services already rendered, preserves continuity of operations, and maintains the City's compliance posture with state damage-prevention requirements.

Change Order Number	Description	Reason For Change	Cost Impact	Schedule Impact
No. 1 6/6/2025	Line Locates	Increase in construction and fiber installation.	\$4,750	None
No. 2 8/11/2025	Line locates	Increase in construction and fiber installation.	\$7847.01	None
No. 3 (NEW)	Line Locates	Increase in construction and fiber installation.	\$27,835	None

Financial Impact

The total cost for the proposed change orders is \$23,029.63 which will be covered by the FY2025 Water and Wastewater operating budget. This will adjust the total project cost to \$98,029.63 remaining within the legal increase limit allowed by Texas Local Government Code, Section 252.048. No additional funding will be required at this time.

Applicable Policy/Ordinance

Texas Utilities Code Ch. 251 requires 811 notifications assess the fees only to the operators, not callers, and operators are obligated to mark within statutory timelines.

Under Texas Local Government Code, Section 252.048, the City is authorized to approve change orders if they are within the scope of the original contract. Per this statute, a change order can be approved if the total contract price is increased by no more than 25% of the original contract amount or decreased by more than 25%. Per City Purchasing Policy approved September 2022, Change orders in excess of \$50,000 require City Council approval.

Staff Recommendation/Motion

Staff's recommendation is to ratify the USIC utility line-locate services contract with a change order in the amount of \$27,835 for FY 2025 and authorize the City Manager to execute all necessary documents.

Meeting Date:	10/2/2025	Title:	Contract/Engineering Services with Shield Engineering PLLC
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on the renewal of a contract for engineering plan review services with Shield Engineering PLLC in the amount of \$200,000, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

This contract is for third party engineering services for the City of Corinth Planning and Development division for fiscal year 25-26. The services are utilized for plan review for private developments, pre-development meetings, Development Review Committee meetings, and for other planning projects as needed. Engineering services provided by this contract are passed through to applicants as services are provided. Approximately 90% of the engineering services invoices are reimbursed by the applicants. The other 10% consists of engineering services provided for the City itself such as zoning changes to existing City property.

The City of Corinth began contracting with Shield Engineering PLLC for third party engineering services in January 2024. \$159,982.50 was invoiced and paid for fiscal year 23-24. The current contract with Shield Engineering was approved on October 3, 2024, in the amount of \$200,000. The contract allows for a one-year renewal with all pricing, terms and conditions remaining the same. Due to the high volume of development review requests, staff is recommending renewal of the contract in the amount of \$200,000 for the 25-26 fiscal year. Council approval is required for payments or contracts to one vendor which exceed \$100,000.

Financial Impact

Funding for these services is budgeted in the Planning Department Professional Services Engineering Fees account line items in the amount of \$200,000.

Applicable Policy/Ordinance

City of Corinth Purchasing Policy

Staff Recommendation/Motion

Staff recommends approval as presented.

Attachments

1. Contract FY24-25
2. Renewal Letter FY 25-26

34

In the event of a conflict between one or more of the terms and provisions contained within the foregoing documents, in order to resolve any such conflict, priority of interpretation shall be given in the order that those documents are listed in this section.

1.3 Term. This Agreement shall commence on October 1, 2024. hereof ("Effective Date") and shall expire on September 30, 2025, unless sooner terminated as provided herein. This contract may be renewed for one (1) one additional one-year period if agreed upon in writing by both parties, and subject to appropriations and the same terms and conditions.

Article II

Scope of Service

2.1 The Consultant shall perform the Services in connection with the Project as set forth in the Scope of Services. The Consultant, if a licensed engineer or registered architect shall perform the Services: (i) with the prevailing professional skill and care ordinarily provided by competent engineers or architects, as the case may be, practicing in the same or similar locality and under the same or similar circumstances and professional license but not limited to the exercise of reasonable, informed judgments and prompt, timely action; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, as the case may be. If the Consultant is not a licensed engineer or registered architect, the Consultant shall perform the Services: (i) with the professional skill and care ordinarily provided by similar consultants practicing in the same or similar locality and under the same circumstances and applicable licenses or certifications; and (ii) as expeditiously as is prudent considering the ordinary skill and care of similar competent consultants.

2.2 The City shall, prior to commencement of Services, provide the Consultant with the information set forth in the Scope of Services, if any.

2.3 The Parties acknowledge and agree that any and all opinions provided by the Consultant in connection with the Scope of Services represent the professional judgment of the Consultant, in accordance with the standard of care applicable by law to the Services performed hereunder.

2.4 All information, documents, records and reports developed as a result of the Services provided under this Agreement shall be the property of the City (hereinafter "Documents"). Any use by Consultant of the Documents developed hereunder, whether for publication or for work with other clients, must receive prior written permission from the City. During the term and all renewals of this Agreement, all such Documents generated, compiled, collected or collated shall be maintained in the format required by City. Further, all such Documents shall be returned to City upon termination of this Agreement, and upon such termination shall be returned in the format required by City.

Article III

Schedule of Work – Project Completion

The Consultant agrees to complete the required Services and submit all work required by the City in accordance with the Notice to Proceed from City to Consultant. The turnaround time for items to be reviewed will vary depending on the complexity of the request and the timeframe required by staff to meet their deadlines for applicant submittals, Planning and Zoning Commission meetings, City Council meetings and any other Planning and Development processes. The Parties hereto agree and understand that failure to timely perform obligations as required under this Agreement will result in damages to the other Party.

Article IV

Compensation and Method of Payment

4.1 Consultant will be compensated in accordance with the Fee Schedule, a copy of which is attached hereto and incorporated herein as **Exhibit "C"**. Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report and detailed monthly itemized statement for Services that shows the names of the Consultant's employees, agents, contractors performing the Services, the time worked, the actual Services performed, the rates charged for such service, reimbursable expenses, the total amount of fee earned to date, percentage of work completed on the Project through the end of the then submitted billing period, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such approved monthly statements within thirty (30) days after receipt and City verification of the Services and expenses unless otherwise provided herein. The final payment of the compensation shall be made after satisfactory completion of the Services following the City acceptance of the study, report, recommendation or other work set forth in the Scope of Services. Nothing contained in this Agreement shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Agreement, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Agreement. Waiver of any default under this Agreement shall not be deemed a waiver of any subsequent default.

4.2 Unless otherwise provided in the Scope of Services, the Consultant shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The Scope of Services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City

shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

4.3 The hourly rates set forth in Exhibit C-"2024 Fee Schedule" will be in effect through December 31, 2024. A revised Exhibit C-"2025 Fee Schedule" establishing the 2025 Hourly Rate Schedule shall be effective January 1, 2025, shall replace the 2024 Fee Schedule in its entirety, shall be incorporated herein, and shall remain in effect through the remainder of the term of this Agreement.

4.4 Consultant shall keep accurate records of its Services and expenses incurred in the performance of this Agreement and shall make the same available to City for inspection and copying upon five (5) days notice thereof. These records shall be kept by Consultant for two (2) years following the expiration of this Agreement.

4.5 Except in the event of a duly authorized amendment to this Agreement or a Task Order (defined below), approved by the City in writing, the total cost of all professional services provided under this Agreement shall not exceed **Two Hundred Thousand and No/100 Dollars (\$200,000.00).**

4.6 In addition to the Scope of Services or as a component of the Scope of Services, City may issue specific work assignments by Task Orders describing the work to be done (hereinafter "Task Order(s)"). Consultant will provide a proposed budget for each Task Order and a related schedule for completion of the Task Order (the "**Work Schedule**"). Each such Work Schedule shall be incorporated into the Task Order and incorporated into this Agreement by reference and subject to the terms of this Agreement. In the event of a conflict between the terms of this Agreement, the Scope of Services, the Compensation Schedule, a Task Order and/or a Work Schedule, priority of interpretation shall be given to those documents in the order listed in this paragraph.

Article V

Devotion of Time; Personnel; and Equipment

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Consultant's standard hourly rate schedule, or as otherwise agreed between the Parties. When Consultant is directed to revise or expand the Scope of Services under this Section of the Agreement, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Agreement, City must authorize in writing the nature and scope of such services and accept the method and amount of compensation and the time involved in all phases of the Project. It is expressly understood and agreed by Consultant that any

compensation not specified in Article IV herein above may require Corinth City Council approval and is subject to the current budget year limitations.

5.2 To the extent reasonably necessary for the Consultant to perform the Services under this Agreement, the Consultant shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the Services under this Agreement. The Consultant shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Consultant hereunder, and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Consultant shall furnish the facilities, equipment, licenses, insurance, and personnel necessary to perform the Services required under this Agreement unless otherwise provided herein.

5.4 The City may require that Consultant submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law and Venue. The Agreement is entered into subject to the Corinth City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue

Service, as required in accordance with Consultant's income. Situs of this Agreement is agreed to be Denton County, Texas, for all purposes, including performance and execution. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Corinth, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie in Denton County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Consultant, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

6.8 Right-of-Access. The Consultant shall not enter onto private property without lawful right-of-access to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the private and public property in the performance of such surveys and investigations. Any right-of-access to public or private property shall be obtained in accordance with the Scope of Services.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, courier, or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City:

Attn: Scott Campbell, City Manager
 City of Corinth, Texas
 3300 Corinth Parkway
 Corinth, Texas 76208
 Telephone: 940-498-3200
 Email: Scott.Campbell@cityofcorinth.com
AccountsPayable@cityofcorinth.com

If intended for Consultant:

Attn: Jean-Marie Alexander, P.E.
 Address: 1600 W. 7th Street Suite 400
 Fort Worth, TX 76102
 Telephone: (817) 810-0696
 Email: jeanmarie.alexander@shield-engineering.com

6.10 Insurance. Before commencing work, Consultant shall, at its own expense, procure, pay for and shall maintain during the term of this Agreement insurance in accordance with the requirements set forth below in **Exhibit "E", Insurance Requirements**", and written by companies approved by the State of Texas and acceptable to the City. **Exhibit "E"** is attached hereto and incorporated herein. Consultant shall furnish to the City certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Project and be provided to the City.

Certificates and notices should be emailed to the Purchasing Division at Purchasing@cityofcorinth.com or mailed to the following address:

City of Corinth, Texas
 Attn: Purchasing
 3300 Corinth Parkway
 Corinth TX 76208

6.11 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.
- (b) If during the Agreement Term the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.
- (c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors, and will inform the City of any violations of this section by subcontractors to the contract.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Indemnification. CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, ARE CAUSED BY OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT OR WHICH ARE CAUSED BY INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS") THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

IN ITS SOLE DISCRETION, THE CITY SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE CITY. CONSULTANT SHALL RETAIN CITY'S APPROVED COUNSEL FOR THE CITY WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE CITY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT DOES NOT RETAIN COUNSEL FOR THE CITY WITHIN THE REQUIRED TIME, THEN THE CITY SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONSULTANT SHALL PAY THESE ATTORNEYS' FEES AND EXPENSES. THE CITY RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY OR ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

THE CONSULTANT'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONSULTANT UNDER THIS AGREEMENT.

THIS INDEMNIFICATION PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.14 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.15 Consultant's Liability. Acceptance of the Documents by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or Consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the

designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-Consultants.

6.16 Right to Inspect Records. Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement. Consultant agrees that City shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits. Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

6.17 Default/Termination. If at any time during the term of this Agreement, Consultant shall fail to commence the work in accordance with the provisions of this Agreement or fail to diligently provide Services in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Agreement in accordance with its terms, including without limitation the Scope of Services and/or the Project Schedule, then City shall have the right, if Consultant shall not cure any such default after ten (10) days written notice thereof, to terminate this Agreement on the eleventh (11th) day following the date of City's written notice of default. Any such act by City shall not be deemed a waiver of any other right or remedy of City.

6.18 Termination Without Cause. In addition to termination for default as set forth in Section 6.17 of this Agreement, the City may terminate this Agreement at any time by City without cause by providing Consultant thirty (30) days written notice of such termination.

6.19 Payment Obligations Upon Termination. Upon receipt of termination notice under either Section 6.18 or Section 6.19, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Agreement and shall proceed to promptly cancel all existing contracts insofar as they are related to this Agreement. Upon termination, City shall pay all money owed to Consultant based upon tasks satisfactorily completed as of the date of notice of termination. , Consultant shall submit an invoice containing an itemized list of tasks performed with the associated hourly fee. In no event shall individual fees or the cost of such itemized list exceed the Lump Sum payment for the specific service provided by Consultant as listed in **Exhibit "C", "Fee Schedule"**.

Consultant shall be entitled to compensation for any Services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

In addition to the foregoing, If after exercising any such remedy due to Consultant's nonperformance under this Agreement, the cost to City to complete the work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. City's remedies for Consultant's default or breach under this Agreement shall include monetary damages as allowed by law, re-performance of this Agreement at no extra charge to City, or equitable remedies, including without limitation specific performance of this Agreement.

6.20 Confidential Information. Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Agreement. As used herein, "Confidential Information" means all oral and written information concerning City, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

6.21 Conflict of Interest. Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the Services called for under this Agreement. All activities, investigations and other efforts made by Consultant pursuant to this Agreement will be conducted by employees, associates or subcontractors of Consultant.

6.22 No Third Party Beneficiary. For purposes of this Agreement, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the parties to this Agreement, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

6.23 Prohibition regarding Israel. Pursuant to the requirements of Texas Government Code Chapter 2270, Consultant verifies that it does not boycott Israel, and it will not boycott Israel during the term of this Agreement.

6.24 Prohibition regarding Energy Companies. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not boycott energy companies, and it will not boycott energy companies during the term of this Agreement.

6.25 Prohibition regarding Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization. Pursuant to the requirements of Texas Government Code Chapter 2252, Consultant verifies that is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to foreign terrorist organization, and it will not engage in business, have contracts or provide supplies or services to foreign terrorist organizations during the term of this Agreement.

6.26 Prohibition regarding Discrimination Against Firearm and Ammunition Industries. Pursuant to the requirements of Texas Government Code Chapter 2274, Consultant verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 2024.

CITY OF CORINTH, TEXAS

Signed by: _____
By: Scott Campbell _____
October 23, 2024
DB18BFF879464BB...
Scott Campbell, City Manager

Attest:

DocuSigned by:
By: Lana Wylie _____
D77DD89FB0C3473...
Lana Wylie, City Secretary



Approved As To Form:

DocuSigned by:
By: Patricia A. Adams _____
B6BAF66D871D428...
Patricia A. Adams, City Attorney

EXECUTED this 24th day of SEPTEMBER, 2024.

CONSULTANT

SHIELD ENGINEERING GROUP PLLC

By: Jean-Marie Alexander _____
Name: Jean-Marie Alexander _____
Title: COO _____

ACKNOWLEDGMENTS CONSULTANT

STATE OF TEXAS)
)
COUNTY OF _____)

This instrument was acknowledged before me on the 24th day of September, 2024, by Jean Marie Alexander, COO of Shield Engineering Group LLC, a PLLC, on behalf of such entity.



[Signature]
Notary Public, State of Texas

CITY

STATE OF TEXAS)
)
COUNTY OF DENTON)

This instrument was acknowledged before me on the _____ day of _____, 20____ by **SCOTT CAMPBELL**, City Manager of the City of Corinth, a home rule municipal corporation, on behalf of such corporation.

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

SCOPE: The City of Corinth ("City" or "Client") has identified the need for professional engineering services required for plan review of projects and documents submitted to the City and other services as requested. The documents may involve the review of engineering plans, traffic impact studies, drainage studies, etc. Other services may involve consulting or design services as requested and within the capabilities of the Firm.

Basic Services: Hourly

1. Development Review Services:

The Firm understands that the City requests professional engineering services on an as-needed basis as follows:

- a. Preliminary Engineering Plan review
- b. Preliminary Drainage Studies review
- c. Flood study review
- d. Civil Plan review (Engineering plans)
- e. Traffic Impact Study review

The Firm shall assist the City in reviewing construction plan and specification submittals relative to the rules, regulations, standards, or specifications for the construction, installation, and engineering design of streets, traffic, water, sanitary sewer, curbs, gutters, watercourses, sidewalks, bicycle/pedestrian ways, culverts, bridges, criteria for drainage easement requirements, drainage facilities and crosswalk ways. Services do not include construction inspection, structural design review, irrigation, or landscape plan review. However, such services can be provided by a sub-consultant upon authorization from the City. This proposal includes plan review meetings with city staff whether in-person or virtual.

2. Other Services as Requested:

The Firm understands that the City may require professional services on an as-needed basis and as requested. Services may be broadly defined and may include, but not be limited to, preparing or reviewing studies, consulting the City on various topics related to planning, growth, development, or other topics. Services requested may involve the services of a sub-consultant, supplier, or other vendors. Any services provided under this section shall be requested and approved by the City.

EXHIBIT "B"
PROJECT SCHEDULE
(NOT APPLICABLE FOR THIS PROJECT)

EXHIBIT "C"
FEE SCHEDULE

2024 HOURLY RATE SCHEDULE

Principal / Director	\$300
Program Manager	\$280
Project Manager	\$255
Senior Professional Engineer	\$230
Professional Engineer	\$210
EIT II	\$160
EIT I	\$145
Designer	\$150
CAD Drafter	\$135
Support / Admin	\$100
Senior RPLS	\$255
RPLS	\$200
GIS Analyst	\$155
SIT	\$150
Survey Technician	\$120
Party Chief	\$120
Survey Crew Member	\$ 75

Hourly Rate Schedule as of the date of this contract is subject to change without notice.

1. Reimbursable expenses include general office-related expenses performed in-house such as printing, plotting, PDF files, scanning, photocopies, certain clerical expenses, supplies, postage, etc. are included in the standard rates for personnel and will not be billed separately.
2. Subcontracted expenses and outsourced expenses such as permits/fees, express mail/shipping, printing/reprographics, or rental of specialized equipment will be billed at the actual rate plus 10%.



AN AGREEMENT TO PROVIDE LIMITED PROFESSIONAL SERVICES

PROJECT NAME: Corinth General Engineering Services

PROJECT NO: 2023176.01

CLIENT: City of Corinth

ADDRESS: 3300 Corinth Parkway, Corinth, TX 76208

hereby requests and authorizes Shield Engineering Group, PLLC (the Firm) to perform the following Services:

SCOPE: The City of Corinth ("City" or "Client") has identified the need for professional engineering services required for plan review of projects and documents submitted to the City and other services as requested. The documents may involve the review of engineering plans, traffic impact studies, drainage studies, etc. Other services may involve consulting or design services as requested and within the capabilities of the Firm.

Basic Services: Hourly

1. Development Review Services:

The Firm understands that the City requests professional engineering services on an as-needed basis as follows:

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- e. Traffic Impact Study review

The Firm shall assist the City in reviewing construction plan and specification submittals relative to the rules, regulations, standards, or specifications for the construction, installation, and engineering design of streets, traffic, water, sanitary sewer, curbs, gutters, watercourses, sidewalks, bicycle/pedestrian ways, culverts, bridges, criteria for drainage easement requirements, drainage facilities and crosswalk ways. Services do not include construction inspection, structural design review, irrigation, or landscape plan review. However, such services can be provided by a sub-consultant upon authorization from the City. This proposal includes plan review meetings with city staff whether in-person or virtual.

2. Other Services as Requested:

The Firm understands that the City may require professional services on an as-needed basis and as requested. Services may be broadly defined and may include, but not be limited to, preparing or reviewing studies, consulting the City on various topics related to planning, growth, development, or other topics. Services requested may involve the services of a sub-consultant, supplier, or other vendors. Any services provided under this section shall be requested and approved by the City.

Initials _____
(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890

EXHIBIT D
CONSULTANT'S PROPOSAL

Section H, Item 7.



Fee and Billing:

The Firm will perform the work described in the Scope of Services on a reimbursable basis in accordance with the Hourly Rate Schedule in effect at the time services are performed. The total recommended budget for services and expenses is estimated to be \$45,000.00. Firm shall notify the Client for authorization prior to exceeding the budgeted amount. Fees will be invoiced monthly based upon the services provided and payment is due within 30 days of the receipt of the invoice.

The Firm will provide the professional services listed above per local requirements and per the Client's instructions within the legal and ethical obligations as described in *The State of Texas, Texas Engineering Practice Act and Rules Concerning the Practice of Engineering and Professional Engineering Licensure* (latest edition). This scope of services contract does not imply or guarantee acceptance by governing agencies or municipalities.

Accepted for **CLIENT**

Accepted for **SHIELD ENGINEERING GROUP, PLLC**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Initials _____
(FIRM) (CLIENT)

1600 W. 7th Street, Suite 400, Fort Worth, Texas 76102 | 817.810.0696

info@shield-engineering.com | www.SHIELDENGINEERINGGROUP.com
TBPE FIRM #F-11039 | TBPLS FIRM #10193890

EXHIBIT "E"

Insurance Requirements

PROFESSIONAL SERVICES

INSURANCE REQUIREMENTS EFFECTIVE MARCH 5, 2021

1.0 DEFINITION

Vendors/Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the vendor. A certificate of insurance meeting all requirements and provisions shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable. Policy must include coverage for:
 - a. Premises/Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. Independent Contractors
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of General or Professional services under the contract
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability, also known as Errors and Omissions Coverage. Professional Liability is only required for Professional Services contracts.

B. Deductibles and Self-Insured Retentions: Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

C. Other Insurance Provisions: The policies are to contain or be endorsed to contain the following provisions.

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers are

to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the vendor/contractor, products and completed operations of the vendor, premises owned, occupied or used by the vendor/contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

- b. The vendor/contractor insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the vendor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards, and commissions or volunteers.
- d. The vendor/contractor insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limit of liability.
- 2. Workers Compensation and Employer's Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.
- 3. All Coverage: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the vendor/contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance. Failure to provide notification shall be deemed a default and/or breach of contract.
- 4. The City may request different limits of coverage depending on the scope or cost of the project.
- D. **Acceptability of Insurers**: The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than A-VI, or better.
- E. **Verification of Coverage**: Vendor/Contractor shall provide the City certificates of insurance indicating the coverage required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Insurance Waiver Request**. Vendors/contractors requesting a waiver of the minimum limits of insurance identified in section 1.2.B must submit the request in writing. Please note, commercial general liability cannot be waived. Requests to waive other coverage requirements will be considered in the bid evaluation process. The vendor/contractor must also complete, sign, and return the Release Agreement form to the Purchasing Office prior to authorization to perform services for the City.

1.2 PROFESSIONAL SERVICES REQUIREMENTS

- A. **Definition**: Professional Services are defined as services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical

Doctors, and Materials Testing.

B. Minimum Limits of Insurance:

1. Commercial General Liability: \$500,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy must include coverage listed in Section 1.A.1.
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease - Policy Limit, and \$100,000 Disease – Each Employee. Worker's Compensation /Employers' Liability insurance is only required if contractor/vendor will use their own employees for the provision of services under the contract.
3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired, and non-owned autos. Automobile Liability is only required if vehicle(s) will be used under the contract.
4. Professional Liability: Also known as Errors and Omissions: \$1,000,000 per occurrence and in the aggregate. "Claims made" policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City, or within 30 days prior to cancelation or non-renewal of the policy. The Consultant is solely responsible for any additional premium for the supplemental extended reporting period.

CERTIFICATE OF INTERESTED PARTIESFC **Section H, Item 7.**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2024-1215061

Date Filed:
09/16/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Shield Engineering Group, PLLC
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Corinth

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Corinth General Engineering
Professional engineering services required for plan review of projects and documents submitted to the City and other services as requested

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Barnes, Craig h.	Fort Worth, TX United States	X	
	Alexander, Jean-Marie	Fort Worth, TX United States	X	
	Hill, Ryan	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jean-Marie Alexander, and my date of birth is 2/16/1974.

My address is 8103 Shelton Drive, Fort Worth, TX, 76120, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 16th day of September, 2024.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

City of Corinth
3300 Corinth Parkway
Corinth, Texas 76208



Section H, Item 7.

Phone: 940-498-3260
Fax: 940-498-3232
www.cityofcorinth.com

September 1, 2025

Jean-Marie Alexander
Shield Engineering Group PLLC
1600 W. 7th Street Suite 400
Fort Worth, TX 76102

Ref: Consulting Services Agreement for City of Corinth Planning and Economic Development Department-Engineering Services Related to Development Review and Other Services as Requested

Dear Jean-Marie:

The City of Corinth would like to renew its contract with Shield Engineering Group PLLC for the above-mentioned engineering services agreement. This contract will be renewed through September 30, 2026, if agreed to by both parties, with all pricing (except for 2026 Hourly Rate to be effective January 1, 2026), terms, and conditions remaining the same. If your company is in agreement, please sign a copy of this letter and return it to Melissa Dailey, Director of Community and Economic Development.

If you have any questions regarding this, please contact Melissa at (940) 498-3260.

Sincerely,

Scott Campbell, City Manager
City of Corinth

Jean-Marie Alexander, P.E.
Shield Engineering Group, PLLC



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	Agreement SPAN Transportation Services
Strategic Goals:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission		

Item/Caption

Consider and act on an Interlocal Agreement with SPAN Transit for transportation services for senior citizens, veterans, and individuals with disabilities, for fiscal year 2025-2026, in an amount not to exceed \$40,230, and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The City's current agreement with SPAN transit services expires at the end of September 2025. Pursuant to the last workshop discussion on this subject, this item represents a one-year agreement (10/01/2025- 09/30/2026) with SPAN in the amount of \$40,230, with an estimated 1,832 trips per year. The proposed criterion for ridership is identical to the current agreement as follows:

- The City's cost per ride is \$21.96 each way and the rider pays \$3 per trip, each way
- Riders are limited to a maximum of four one-way trips per week for shopping necessities, travel to and from public libraries within the Lake Cities, participation in Lake Cities Seniors Programs, employment, education, nutrition, recreation, and workshop trips.
- Trips are not limited for the purpose of medical treatments, doctor and dentist appointments and prescriptions.

SPAN must notify the City if annual ridership will exceed the estimated annual trips stated above and must receive notice from the City of City's desire to continue funding about the annual estimate of \$40,230.

Financial Impact

The FY 2026 budget includes funding \$41,000 for this contract.

Applicable Policy/Ordinance

Staff Recommendation/Motion

Staff recommends approval of the Interlocal Agreement with SPAN.

STATE OF TEXAS§
COUNTY OF DENTON§

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Corinth, Texas ("CITY"), acting by and through its duly authorized designee and Span, Inc., ("SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)(3) of the Internal Revenue Code, acting by and through its duly authorized Executive Director. The CITY or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS:

- WHEREAS,** SPAN enables people to live as fully and independently as possible by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public; and
- WHEREAS,** the success of or failure of the SPAN's purposes and goals has a relation to the health and welfare of the citizens of the CITY; and
- WHEREAS,** the CITY is charged with the responsibility of promoting and preserving the health, safety, peace, good government, and welfare of its citizens; and
- WHEREAS,** the CITY recognizes that it needs transportation alternatives for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the CITY desires to assist and provide public transportation to said citizens; and
- WHEREAS,** CITY desires to engage SPAN as an independent contractor, and not as a joint venture, partnership, or employee, to provide the transportation services described herein; and
- WHEREAS,** SPAN is authorized as a non-profit corporation, authorized under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within Denton County, Texas; and
- WHEREAS,** SPAN desires to provide transportability services for CITY on the terms and conditions set forth in this Agreement.
- WHEREAS,** Riders in CITY may be taken anywhere in SPAN' s demand response transit service area in Denton County at a cost to the Riders of \$3.00 for seniors (age 65 and older) and people with documented disabilities for the purpose of medical treatments, doctor and dentist appointments, and trips to get prescriptions filled.
- WHEREAS,** Trips outside of medical purposes are limited to a maximum of four one-way trips per week: shopping for necessities, travel to and from

the Public Libraries within Lake Cities, participation in the Lake Cities Seniors Program, employment, education, nutrition, recreation, and workshop trips.

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

1.01. This Agreement shall commence on October 1, 2025 ("Effective Date") and continue until September 30, 2026.

1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

Article II Service

2.01. In accordance with this Agreement, SPAN shall provide door-to-door demand response transit services to the CITY's residents who are sixty-five years of age or older and persons with documented disabilities.

2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/CITY transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of Three Dollars (\$3.00). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy").

2.03. Situations may arise when Riders call and request service that is not identified as a part of the Service Area. SPAN may make a request to the CITY's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party, if both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call at least two (2) days in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off. Rider may schedule ride by calling SPAN's Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.05. Demand response transit service is available between the hours of 6:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

Article III Schedule of Work

3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Riders.

3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.

3.03. The CITY shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the CITY appointed designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.

3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

Article IV

Compensation and Method of Payment

4.01. SPAN shall seek compensation for its services from two sources:

1.) Riders – each rider shall pay SPAN a price of Three Dollars (\$3.00) per one-way trip, to be collected by SPAN at the time of such trip.

2.) CITY – the CITY agrees to pay a fee for service of Twenty-One Dollars and Ninety-Six Cents (\$21.96) per one-way trip. SPAN will invoice the CITY monthly based on actual rides performed. The city's projected trip count for October 1, 2025 – September 30, 2026, is 1,832. Based on this estimate, the total fee for service for FY26 will not exceed \$40,230.. In the event 5310 funds designated specifically for the Lake Cities are available, SPAN may use these funds to cover the \$21.96 trip cost for 5310-eligible trips in lieu of billing the CITY.

4.02. Rides in excess of the aforementioned estimate will not be billed to the CITY unless SPAN notifies the city of need for additional funding and the CITY notifies SPAN in writing of its intention to continue funding trips. Thereafter, rides may still be provided to residents of the CITY, however the riders will be responsible for paying the entirety of the fee, which will be Twenty-Four Dollars and Ninety-Six Cents (\$24.96) per one-way trip.

4.03. SPAN will notify and work with CITY if demand is higher than projected and amend the contribution amount if agreed to by both parties of the AGREEMENT. SPAN will report trip purposes to the CITY and respond to CITY requests if the CITY decides to only fund certain trip purposes.

4.04. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance, or provider.

4.05. If an otherwise eligible Rider contacts SPAN for service and the Rider’s trip does not qualify for payment by the CITY under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to such Rider in the Service Area at the total cost of Twenty-Four Dollars and Ninety Six Cents (\$24.96) per one-way trip, which is to be collected by SPAN at the time of such trip.

Article V

Devotion of Time, Personnel, and Equipment

5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should CITY require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN’ s standard hourly rate schedule, or as otherwise agreed between the Parties.

5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by CITY unless otherwise agreed to in writing.

5.03. The CITY shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.

5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN’s policies and procedures.

Article VI

Miscellaneous

6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.02. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

6.03. Successor and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.

6.04. Mediation. In the event of any dispute regarding this Agreement or the terms contained herein, the Parties hereto agree that they shall submit such dispute to non-binding mediation, prior to any litigation being filed.

6.05. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.06. Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.07. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.08. Independent Contractor. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by SPAN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of CITY. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the CITY's immunity under state or federal law.

6.09. Notice. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for CITY:
Scott Campbell, City Manager
Corinth, Texas
3300 Corinth Pkwy
Corinth, Texas 76208
940-498-3200 - Main

If intended for SPAN:
Michelle McMahon
Executive Director

Span, Inc.
1800 Malone Street
Denton, Texas 76201
940-382-2224 - Office

6.10. Insurance.

(a) SPAN shall during the term hereof maintain in full force and effect the following insurance:

(1) a comprehensive commercial general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to SPAN's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.

(2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.

(3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(b) All policies of insurance shall be endorsed and contain the following provisions:

(1) provide CITY, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;

(2) provide for at least thirty (30) days prior written notice to CITY for cancellation of the insurance.

(3) provide for a waiver of subrogation against CITY for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to CITY of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by CITY.

6.11 In performing services under this Agreement, the relationship between the CITY and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the CITY. It is expressly understood that the CITY assumes no operational supervision, control or oversight to the services provided under this Agreement. CITY does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.

6.12 **Indemnification.** CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF CITY, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.13. Confidentiality Clause. Subject to the requirements of the Texas Public Information Act or as required by Court order, both Parties agree to endeavor to take all reasonable measures to keep in confidence the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential Information"), and shall not disclose, make available or assign such Confidential Information to any third Party without the prior written consent of the Party providing the information except as required by the Texas Public Information Act or Court order.

6.14. Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.

6.15. Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.16. Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2025.

CORINTH, TEXAS

By: _____
Scott Campbell, City Manager

ATTEST:

By: _____
Lana Wylie, City Secretary

EXECUTED this _____ day of _____, 2025

SPAN, INC

By: _____
Michelle McMahon, Executive Director

EXHIBIT A
SERVICE AREA

All of Denton County.

EXHIBIT B
TRANSPORTATION POLICIES AND PROCEDURES

Attached as separate document, which may be amended from time to time.



SPAN, INC. TRANSPORTATION POLICY AND PROCEDURES -GENERAL

Adopted by Span, Inc.'s Board of Directors September 2024

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INTRODUCTION

Span, Inc. is a private, non-profit that has been serving the residents of Denton County since 1974. Our mission is “to enable people to live as fully and independently as possible by providing nutrition, transportation and social services to older people, people with disabilities, veterans, and the public.” Our vision is “to eradicate senior hunger and to eliminate gaps in transportation in Denton County.”

Span operates as the Designated Rural Transportation Provider in Denton County. We provide demand response public transportation service to residents of Denton County who live outside of the Denton/Lewisville corridor.

Separately, Span operates under contract with client cities. Currently, those cities include The Colony, Coppell, Corinth, Double Oak, Flower Mound, Hickory Creek, Lake Dallas, Little Elm, and Shady Shores.

It is the policy of Span, Inc. that no person shall on the grounds of race, religion, color, national origin, sexual orientation, gender identity or orientation, physical or mental ability, age, or income status be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination or retaliation under any program or activity administered by Span.

Span reserves the right to modify, make additions to, and/or eliminate portions of these policies and procedures at any time. Updated versions of this document will be posted on Span, Inc.’s website, www.span-transit.org.

DESCRIPTION OF SERVICES

Span provides door-to-door, demand response, shared-ride transportation services to individuals residing within Span’s service area, traveling to and from areas within our service area. Span does not currently provide service to individuals residing within the DCTA (Denton County Transit Authority) cities of Denton, Lewisville, and Highland Village. Nor do we provide transportation to other adjacent Denton/Lewisville urbanized (UZA) communities, other than the cities and towns we have contracts with. Additional service restrictions may apply. Please refer to city-specific documents included in the New Rider packet for important details. Span will also assist clients, when possible, who are traveling to destinations outside of Denton County by coordinating with other transportation providers, such as DART (Dallas Area Rapid Transit) and Trinity Metro. Out-of-county trips may require transfer to another bus or to rail service.

Span uses wheelchair-accessible vehicles to transport clients. Our drivers are available to provide limited assistance upon request. ***Our drivers are not trained to provide medical assistance.***

Examples of driver assistance include:

- The driver will assist passengers from the door of a residence or pick-up location to the vehicle, if needed.
- The driver will attempt to notify passengers of arrival.
- The driver will assist passengers in boarding and exiting the vehicle.
- The driver will take the passenger to the door of his/her destination.
- **The driver is the only person permitted to secure wheelchairs and other mobility devices.**

Examples of assistance our drivers will not provide include:

- Assistance getting in or out of a wheelchair.
- Assistance getting ready for the trip.
- Administering medication or oxygen.
- Assisting clients in wheelchairs going up or down stairs.
- Assisting passengers on ramps deemed unsafe.
- Assisting in carrying personal belongings or purchases.

SPAN IS NOT AN EMERGENCY TRANSPORTATION SERVICE.

SPAN, INC. POLICY DOES NOT ALLOW A DRIVER TO LOSE VISUAL CONTACT WITH THE AGENCY VEHICLE AT ANY TIME, FOR ANY REASON.

DEFINITIONS

Aide – An aide is a social services attendant or personal care assistant (PCA) who travels to assist in the needs of a passenger who, otherwise, would not be able to travel alone.

Companion – A companion is anyone, other than an aide or PCA, who travels with a disability-certified passenger.

Demand Response Service – Non-fixed route transportation service utilizing vans or buses with passengers boarding and alighting at pre-arranged times and locations within the provider's service area. Multiple riders with varying destinations may be on the vehicle at the same time.

Disability - With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual; a record of such an impairment; or being regarded as having such an impairment.

ePass - Span has simplified the fare payment process by offering automated fare deductions. No ParaPass card is needed. Simply board the bus and your fare is automatically deducted from your account. Funds are applied to a passenger's account by contacting 940-382-2224 between 9 am and 5 pm. Callers may leave a message if a person does not answer the phone and will be called back by a person.

Mobility Device – A mechanism such as a wheelchair, walker, or scooter, designed to aid passengers with mobility impairments. The mechanisms can be manually operated or powered.

Late Cancellation – If a passenger cancels their trip on the day of service but does so more than 3 hours before the pick-up time, it will be considered a late cancellation.

No-Show – A no-show occurs when a passenger fails to cancel their trip at least 3 hours before the scheduled pick-up time OR does not board the Span vehicle within 5 minutes after it arrives (within the 30-minute ready-time window).

ParaPass - Span's electronic fare pass. Funds are applied to a passenger's ParaPass card by phoning Span's main office at 940-382-2224 with a valid credit card, by mail via check or money order, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201.

Ready-Time Window – A 30-minute window, beginning 15 minutes before and 15 minutes after the scheduled pick-up time during which a passenger should be ready for pick-up.

Service Animals – Animals that are trained to perform tasks for people with disabilities, such as guiding people who are blind or have low vision, alerting people who are deaf, pulling wheelchairs, alerting a person who is having a seizure, or performing other special tasks. Service animals are working animals, not pets.

Service Area – Span serves residents of Denton County who live outside of the Denton/Lewisville urbanized area (UZA). Span transports those residents to any location in Denton County. Areas inside the UZA may be served by Span under contract with individual cities or towns or various governmental agencies.

Subscription Service – An ongoing standing order is entered into Span's schedule for a person traveling to the same place at the same time each week.

Wheelchair – A mobility aid belonging to any class of 3 or 4-wheeled devices, usable indoors, designed for and used by passengers with mobility impairments. The devices may be manually operated or powered.

SERVICE HOURS/HOLIDAY SCHEDULE

Our hours of operation are 6:00 AM to 6:00 PM, Monday through Friday. Currently, there is no weekend service. Service is provided throughout the year, except the following holidays:

- New Year’s Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

APPLICATION PROCESS

To use Span, Inc. services, prospective passengers must complete and submit an application, meet the eligibility criteria, and receive approval by Span, Inc. staff. Please also review the Disability Certification information below prior to submitting an application in case that portion also applies to you and additional documents are needed as part of the application process.

Applications may be obtained in the following ways:

- Call the Span Dispatch Office at 940-382-1900.
- Visit our website to print the application to complete it by hand.
- Complete the document online on our website

Once the application is fully completed, and if not completed online, the signed original should be emailed, mailed, dropped off, or faxed to:

Email address – span@span-transit.org

Fax number – 940-383-8433

Span, Inc.
1800 Malone St.
Denton, TX 76201

Please allow a minimum of 21 days to process the application once it has been received by Span. Properly completed applications will be processed immediately upon receipt. Only completed, signed applications will be considered for review.

Once the application has been reviewed and a decision is reached, dispatch will contact the applicant via phone to notify them. If the application is approved, the dispatcher will provide instructions on how to schedule a trip. If the application was not approved, a letter will be mailed via USPS stating the reason(s).

Span reserves the right to determine on an individual basis whether Span has the capability to safely transport a passenger. In the event safety is compromised, Span may decline transportation and will document why service was declined.

It is the responsibility of the passenger to provide their updated contact information, as well as updated emergency contact information, to the Span Dispatch Office when changes occur.

DISABILITY CERTIFICATION

People with disabilities (including some medical conditions) who meet regulatory criteria are entitled to reduced fares. In addition to the application, applicants eligible for the reduced fare must submit a properly completed Certification Form. Both documents must be received and reviewed during the application process to qualify for reduced-fare trips due to disability.

A licensed physician or certified human services professional familiar with the applicant's condition must sign the Certification Form verifying the disability and the applicant's functional limitations if applying for a reduced fare based upon disability. It is recommended that the Certification Form and Application be submitted at the same time to prevent delay of the application review. Examples of licensed or certified human services professionals include Medical Doctor, Psychiatrist, Psychologist, Social Worker, Rehabilitation Professional, Physical/Occupational Therapist, Physician's Assistant, Registered Nurse, and Nurse Practitioner.

Once all documentation is received, Span personnel will make an evaluation and will request any additional relevant information, if necessary, about the applicant's functional limitations related to transportation. The applicant will be notified either by phone or a letter will be mailed via USPS stating the reason(s) once an eligibility determination has been made.

Notice of Eligibility Determination

An applicant who is determined to be eligible for reduced-fare service due to disability will be sent documentation of eligibility via USPS to the address listed on the application. The document will include the name of the eligible individual, the phone number of the Span

Dispatch Office, an expiration date for eligibility, and any conditions or limitations on the individual's eligibility including the use of a personal care attendant (PCA).

If the determination is made that an applicant is not eligible for the reduced-fare due to disability, the written notification will state the specific reason(s) for the finding. All applicants have the right to appeal the initial determination of eligibility (see *Grievance and Appeal Procedures*). Span employees and the Span Board of Directors strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill disability eligibility requests, when possible, and will document all attempts at reasonable accommodation.

Reapplication Process

Passengers will need to reapply every three (3) years from the date they are initially approved. Reapplication ensures Span's files are accurate and contain up-to-date information. Span will notify passengers when they are due for the reapplication process.

Accessible Materials for Blind or Low Vision Riders

Span will make reasonable accommodations to assist with the application process. If a person with vision issues calls, dispatch will assist in filling out the application and will fax it to their doctor for them.

Individuals with a vision impairment may request Accessible Materials such as large print, braille, audiotape, and electronic files usable with text-to-speech technology (known as screen reader technology). Requests for Accessibility Materials may be made to the Span Dispatch Office. The Span staff will work with individuals who request information to determine the most appropriate alternative formats.

Alternatives to Audio Communications

For individuals who are deaf or hard of hearing, or who have speech impairments, Span can provide accessible information, including "711" relay service. Visual aids may also be provided upon request. Requests can be made to the Span Dispatch Office.

Reasonable Modification

Span will make reasonable modifications in policies or procedures when the modifications are necessary to avoid discrimination on the basis of disability or to provide program accessibility to services, subject to federal limitations. Span staff will work with riders requesting reasonable modifications and follow up on reasonable modification requests within two weeks of the request date.

To make a Reasonable Modification request, individuals must follow these guidelines:

1. Whenever feasible, requests for modifications shall be made and determined in advance of a scheduled trip before Span is expected to provide the modified service. Modification requests should be made during the application process.
2. Individuals requesting modifications will need to describe what they need to use the service.
3. When a request for modification cannot practicably be made and determined in advance, Span personnel will make a determination as to whether the modification can be provided at the time of the request.

Drivers and other operations personnel may consult with Span management before deciding to grant or deny the request.

HOW TO SCHEDULE A TRIP

Trip Requests

Requests for service can be made from 8:00 AM until 2:00 PM, Monday through Friday, by calling 940-382-1900.

1. At the time of scheduling your reservation, you will need to provide Span with your name, phone number, the addresses of both the pick-up and drop-off locations and the pick-up and drop-off times. It is advisable to overestimate the length of your appointment, rather than underestimate it, as part of the determination of your needed pickup time. Please also let the dispatcher know if you will be accompanied by a personal care attendant, companion, or service animal.
2. Span does not provide pick-up service from public schools.
3. Please note that all scheduling requests can be made as early as 14 days prior or as late as two days before the trip by 2 pm. Accepting trip requests up to two days in advance of service increases the amount of service that can be offered because the Schedulers have a full day to design the service schedule. The Span Schedulers set-up the daily schedule the day before service.
4. Same day call-ins, including unscheduled requests or will-calls for return trips, will not be accepted. Bus drivers are not permitted to make unscheduled trips or stops.

Scheduling

1. Span provides demand response service. We are a shared ride, public transportation service. As such, we will attempt to schedule your pick-up time as close to your requested time as possible, **but we are unable to guarantee requested times. This may require an earlier or later pickup, drop-off, or waiting time.**

2. You should receive a call/text from our automated service the evening prior to your ride, between 5:00 PM and 5:30 PM, informing you of your scheduled pick-up time. In addition, you should receive an “On the Way” notification via phone or text the day of your scheduled trip, approximately 20 minutes before the scheduled pick up/arrival time. **If you do not receive a notification, we were unable to accommodate your trip request.**
3. Due to traffic, weather, and other conditions beyond our control, ***the vehicle may arrive up to 15 minutes before or 15 minutes after your scheduled pick-up time, our 30-minute window.*** Once the bus has arrived, ***the driver will not wait more than 5 minutes*** for the scheduled passenger to board the bus.
4. Whenever possible, Span will attempt to notify passengers that the vehicle will be early or late beyond the 30-minute window, allowing passengers time to make other arrangements if the vehicle is unavoidably detained. If Span does not have a valid phone number for the passenger, we will be unable to notify the passenger of the scheduling issue. **It is the responsibility of the passenger to provide their updated contact information, as well as updated emergency contact information, to the Span Dispatch Office when changes occur.**
5. Riders should carry any necessary medications with them in the event there is a significant delay. Riders who use oxygen should make sure they have an adequate supply. Riders who are diabetic or hypoglycemic should bring a small snack. Consumption of food and/or drinks on the bus is strictly prohibited, except for rarely encountered, medically necessary reasons. Please speak with the driver before consuming food or drink on the bus.
6. Only trips with scheduled pick-up times will be entered on the daily schedules.
7. Subscription service is available to a limited number of passengers who travel to the same place at the same time every week. If a subscription slot is made available to a passenger, the passenger will automatically be placed on the schedule for those trips. Subscription passengers must notify the Span Dispatch Office if changes need to be made to their subscription schedule or if the subscription service should be cancelled. A change in time, origination, or destination may change your eligibility for a subscription ride.
8. There may be times Span is unable to schedule service due to a variety of factors, including increased rider demand, capacity constraints, and staffing/scheduling limitations. However, we make every attempt to accommodate requested dates and times.

INCLEMENT WEATHER/CLOSURE NOTIFICATIONS

Span, Inc. reserves the right to suspend, modify, or cancel service during times of hazardous weather conditions that have the potential to jeopardize the safety of our riders, drivers, or vehicles. If the roads are deemed unsafe by the Transportation Manager, we will not transport, and you will not receive a confirmation call the night before.

In the event of severe winter weather, please check local news websites for updates.

SPAN FARES

Span passengers are required to pay the one-way fare to the bus driver PRIOR to the vehicle's departure. ParaPasses and cash are the only forms of payment accepted. Please have your ParaPass or the exact fare amount ready. Since the same bus/driver may not be providing the return trip, advance payments and round-trip payments are not permitted. Passengers shall pay the fare in **exact change** or with an ePass, or ParaPass. Drivers cannot make change.

If you do not pay the correct fare, the driver is required to contact the Span Dispatch Office. A determination will be made, and the ride may be denied. In that case, a no-show may be notated on your account.

ParaPasses

A ParaPass is one of Span's electronic fare payment system. Funds are applied to a passenger's ParaPass card by phoning Span's main office at 940-382-2224 with a valid credit card, by mail via check or money order, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201.

New requests for a ParaPass submitted by mail should include the address to which the ParaPass should be mailed, along with the requested amount of money that should be applied to your account in the form of a check or money order made payable to Span, Inc. Please do not mail cash.

If the ParaPass is lost, please call Span's main office at 940-382-2224 for a replacement.

ePass

Span's electronic fare payment system also offers the convenient choice of ePass. Funds are added to a passenger's account and a rider may select an automated fare deduction called ePass. Funds are applied to a passenger's account by phoning 940-382-2224 phoning Span's main office at 940-382-2224 with a valid credit card, by mail via check or money order, or in person between the hours of 9:00 AM and 4:30 PM, Monday through Friday, at 1800 Malone Street, Denton, TX 76201.

Fund Balances / Inactive Riders:

In the event that a rider becomes inactive (due to relocation out of the service area, being removed from ridership because of policy violation, worsening health, the cessation of life, or other situation), remaining ParaPass funds are subject to the following guidelines.

1. Funds will be handled according to the option selected by the rider on their latest application:
 - A. A refund will be paid to the rider, or a donation of funds made to Span, Inc.
 - B. Riders are responsible for initiating the refund process within 60 days of inactivity or all funds will be processed as a donation to Span, Inc.
 - C. For deceased riders:
 - a. Rider representatives are required to notify Span, Inc. within 60 days of the rider's passing.
 - b. Funds will be handled according to the option selected by the rider on their latest application:
 - i. Release of funds to a selected beneficiary: Requires proof of Power of Attorney, Estate Executorship, or other legal document establishing the beneficiary's identity and legal status.
 - ii. Donation of remaining funds to Span, Inc.
 - iii. Either option will be completed within 30 days of the requirements being met for that situation.

Any situation not specifically addressed above shall be resolved by Span administrative staff on a case-by-case basis.

Business Phone Hours and Voicemail (9 am – 5 pm)

Standard business phone hours for all fare payment questions are 9 am – 5 pm. You may leave a voicemail if no one is available to answer your call.

Gratuities and Tips

Drivers are not allowed to accept gratuities, tips, or gifts.

AIDES, COMPANIONS, AND ANIMALS

Aides/Personal Care Attendants (PCAs)

An aide is a social services attendant or personal care attendant (PCA) who is required to travel with a passenger, based on the disability certification. When an aide is required, the aide rides for free. The aide must be picked up and dropped off at the same address as the passenger. Riders who have a disability certification indicating an aide is required will not be transported if an aide is not accompanying them.

When a trip is scheduled, the Span Dispatch Office must be notified that an aide will be riding, so the aide can be placed on the schedule in addition to the passenger.

Under certain circumstances, Span may request that a passenger ride with an aide. Span does not provide aides.

Companions

A companion is anyone other than an aide who travels with a passenger. A companion will be required to pay a fare equivalent to the fare paid by the registered passenger. When a trip is scheduled, the Span Dispatch Office must be notified that a companion will be riding, so the companion can be placed on the schedule in addition to the passenger. Last-minute companion additions will be scheduled if there is availability on both the A and B legs.

Animals

Per FTA guidelines, a service animal is: *Any guide dog, signal dog, or other animal individually trained to work or perform tasks for an individual disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a wheelchair, or fetching dropped items.*

Guide dogs and other service animals are permitted on Span vehicles and are allowed to accompany passengers. Other small animals are also allowed, but they must be contained in an approved pet travel kennel and must be restrained in the kennel throughout the trip. When scheduling a trip, passengers must indicate that an animal will be accompanying the passenger. Control of the animal is the responsibility of the rider. If an animal's behavior creates a hazard or direct threat, the rider is responsible for any damages or injuries.

CANCELLATIONS, WAIT TIME, NO-SHOW, LATE CANCELLATION, AND PENALTIES

Span acknowledges that unavoidable situations may arise that result in a passenger needing to cancel or miss a scheduled trip. However, frequent and excessive late cancellation and/or no-show of scheduled trips negatively affects our ability to serve all our riders. Span's goal is to educate passengers on our policies as a means of reducing the incidences of late cancellations and/or no-shows.

Cancellations

If you need to cancel a trip, please call the Span Dispatch Office at 940-382-1900 as soon as possible.

Wait Time

Riders are expected to be ready to ride when the bus arrives. Span bus drivers will not wait longer than five (5) minutes from the arrival time for passengers to board the vehicle. If the vehicle arrives within the 30-minute ready window (15 minutes before to 15 minutes after the scheduled pick-up time), the passenger must board the vehicle within 5 minutes of arrival time. Passengers or their associates may not ask the bus driver to delay this five-minute interval under any circumstances; this is to assure the timely pick-up and transport of all Span passengers. See *Scheduling* section for more information.

No-Show

Failure to meet the vehicle within five (5) minutes from the time of arrival will constitute a no-show. If a passenger fails to cancel their trip within three (3) hours before the scheduled pick-up time, that will also be considered a no-show. A passenger is allowed two (2) no-shows per calendar month without penalty.

Span understands that some no-shows are beyond the rider's control and those instances will not be counted as no-shows. Potential examples of excused no-shows include:

- Family emergency;
- The scheduled appointment was canceled or rescheduled for reasons that are not the fault of the rider;
- Illness that prevents the rider from being able to call and cancel;
- The Personal Care Attendant (PCA) did not arrive in time to assist the rider;
- The rider's mobility device failed.

Late Cancellation

If a passenger cancels their trip on the day of service but does not do so at least three (3) hours prior to the pick-up time, it will be considered a late cancellation. A passenger is allowed four (4) late cancellations per calendar month without penalty.

Subscription Service Changes

Subscription service riders should contact the Span Dispatch Office at 940-382-1900 as soon as possible if a ride is not needed on a normally scheduled day. Advance notifications allow us to plan changes to our schedules, avoid any no-show notations on your account, and schedule our other riders more efficiently.

Penalties

We would certainly prefer not to have to penalize anyone. However, behavior that inflicts disruption and inconvenience for our riders, drivers, and office staff will not be tolerated.

- Three (3) no-shows in a thirty (30)-day period will result in the suspension of services for one (1) week. In the event there are three (3) no-shows during a thirty (30)-day period a second time, services will be suspended for two (2) weeks. If the problem persists, services may be suspended indefinitely.
- Five (5) late cancellations in a (30)-day period may result in the suspension of services for one (1) week. If the problem persists, services may be suspended indefinitely.
- Span may impose reasonable penalties for any passenger who develops a pattern or practice of missing scheduled trips, including indefinite suspension of services.
- Subscription riders who face penalties may lose their subscription slot.

The suspension will go into effect seven (7) days after notification of the suspension has been made to the rider.

MOBILITY DEVICES

Span vehicles, in compliance with the ADA and the Federal Code of Regulations, are designed to carry passengers utilizing wheelchairs. A wheelchair is defined as a mobility aid belonging to any class of three or more-wheeled devices, usable indoors, designed for and used by individuals with mobility impairments, whether operated manually or powered. *All mobility devices must be secured by the Span driver and the device must face forward during transportation.*

Span reserves the right to deny service if the mobility device is unable to fit safely on the vehicle.

SEATBELTS AND RESTRAINTS

Span policy requires that all passengers wear seatbelts at all times for their own safety, as well as the safety of other passengers. All wheeled mobility devices must be properly secured at all times the Span vehicle is in operation.

CARRY-ON ITEMS

You may only board the vehicle with equivalent of no more than three plastic grocery bags. A rider must be able to carry and load those items on the vehicle. You must maintain control of those items at all times. No bulk items are allowed (i.e., cases of drinks, bulk paper products, large bags of pet food or bags of potting soil). Your packages must be secured in a manner that will not cause injury to another passenger, not block the aisle, displace another rider, cause

obstruction of vision, or otherwise create a safety hazard. Drivers do not assist riders with or carry packages or bags of groceries up stairs. Span reserves the right to deny transport if the situation deems necessary.

Priority Seating

Priority seating is made available on Span vehicles and is designated for the elderly and persons with a disability. Persons sitting in those locations who are not elderly or disabled may be asked to vacate their seat to make room for an individual with a disability. Priority seating and the securement areas are intended to accommodate riders with disabilities.

RIDER COURTESY AND CONDUCT

- Riders shall maintain appropriate, reasonable personal hygiene.
- Shirts and shoes or another form of footwear must be worn.
- Service animals accompanying other riders should not be pet without the permission of the owner.

To ensure the safety and comfort of all passengers and the driver, the following activities are prohibited on all vehicles. Persons who engage in these activities may be refused service.

- Playing radios or using other devices that make sound, without using headphones
- Smoking, including the use of electronic cigarettes
- Eating or drinking
- Consuming alcoholic beverages
- Using or possessing illegal drugs
- Using obscene or abusive language
- Indecent exposure or sexual conduct
- Harassment or bullying
- Violent, disruptive, or threatening behavior
- Shoving, pushing, or behaving in a disorderly manner
- Interfering with the driver
- Causing actual or potential damage to the vehicle

Span reserves the right to deny service, including removing the passenger from the bus, if the situation is determined to be unsafe for the passenger, other passengers, the driver, or the public.

TERMINATION OF SERVICES

If a passenger does not follow Span Inc.'s policies and guidelines, services will be terminated as follows:

- If feasible, a verbal warning will be given.
- If the verbal warning does not result in compliance, the passenger will receive a detailed, written warning concerning the area(s) of non-compliance and possible sanctions.
- If compliance is not achieved after the written warning, the passenger will be notified in writing that their use of Span's services is suspended for 30 days, with a statement of the reason(s) for suspension.
- Failure to follow Span Inc.'s policies and guidelines for an additional time will result in permanent termination of services, effective immediately. The passenger will be notified in writing that their use of Span's services is permanently terminated, with a statement of the reason(s) for termination.

Span reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to themselves or any other person.

GRIEVANCE AND APPEAL PROCEDURES

1. Any individual has the option to appeal a suspension, termination, or rate eligibility determination. Appeals must be presented in writing within 30 days. Span's Director of Transportation will hear first appeals. Span service will not be suspended while the Span Executive Director is considering an appeal unless the suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others. A decision will be made within two weeks (14 days). If the Executive Director upholds the determination, the individual may request that the matter be reviewed by a panel of Span board members, designated by the Span Board Chair.
2. If an individual requests an appeal of the Executive Director's decision, the Span board member panel will review all material submitted. A decision will be made within thirty (30) days. Span service will not be suspended while the Span board panel is considering an appeal unless the suspension or termination resulted from behavior that was determined to pose a risk to the passenger or others.
3. Span will notify the individual, in writing, of the Span board panel's ruling on all appeals. The notification will outline the ruling and the reason(s) for it.
4. Once the individual has been informed of the initial ruling or the ruling from an appeal, the determination will go into effect the following business day.
5. Span requires that all appeals be made within 30 days of notification of sanctions or eligibility determination.
6. All decisions made by the Span board panel are considered final.

Span Employees and the Span Board of Directors will strive to maintain an accommodation process that is cooperative rather than adversarial in nature, attempt to fulfill eligibility requests when possible, and will document all attempts at reasonable accommodations.

CUSTOMER COMPLAINTS

Span takes all complaints seriously and records, investigates, and responds to each complaint, including Americans with Disabilities Act (ADA) complaints. Span is committed to resolving complaints in a prompt and equitable manner.

Span reserves the right to extend the complaint investigation beyond in-person communication to include additional information sources, such as:

- Video recordings from on-board cameras and facility surveillance
- Recordings of telephone calls
- Written communications (paper and/or electronic, including faxed documents)
- System data including location tracking, dispatch records, and reservation notes and data input
- Driver manifests (paper and/or electronic)
- Interviews with transit agency employees or contractors and other riders who may be witnesses to the incident
- Any additional source determined to have relevance

Customer Complaint Process

Complaints concerning Span's demand response transportation service by passengers or caretakers of passengers, or any other authorized representative of the passenger should be reported to the Span Transportation Department by one of the following methods:

- Calling Span at 940-382-1900 and asking to speak to the Transportation Supervisor or Transportation Manager.
- Sending an email to span@span-transit.org.
- Mailing a letter to Span, Inc, Attn: Transportation Manager, 1800 Malone Street, Denton, TX 76201; or
- Sending a fax to the Transportation Supervisor or Transportation Manager at 940-383-8433.

When the complaint is reported, please include as much information as possible; including the nature of the complaint, date and time of the incident, the location where it took place, the names of the people involved (if known), and any other relevant information.

Service Complaint Form

Please see the last page of this document for a copy of our *Span, Inc. Transportation Service Complaint Form*. You can also complete the *Complaint Form* on our website, www.span-transit.org.

TITLE VI

Span operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with Span.

For more information on Span's Title VI program, the procedures to file a complaint, or to file a complaint contact the Executive Director at 940-382-2224; email span@span-transit.org; or visit our administrative office at 1800 Malone Street, Denton, TX 76201. For more information, visit www.span-transit.org.

Span opera sus programas y servicios, sin distinción de raza, color u origen nacional, de conformidad con el Título VI de la Ley de Derechos Civiles. Cualquier persona que cree que él o ella ha sido perjudicada por una práctica discriminatoria ilegal bajo el Título VI, puede presentar una queja con Span.

Para obtener más información sobre Span 's Título VI programa, los procedimientos para presentar una queja, o para presentar una queja contacto el Director Ejecutivo al 940-382-2224; lapso de correo electrónico @ [ñol transit.org](mailto:span@span-transit.org); o visite nuestra oficina administrativa en 1800 Malone Street, Denton, TX 76201. Para obtener más información, visite www.span-transit.org.

A complaint may also be filed directly with the:

Texas Department of Transportation, Attn: TxDOT-PTN, 125 E. 11th Street, Austin, TX 78701-2483, or

Federal Transit Administration, Office of Civil Rights, Attention: Title VI Program Coordinator, East Building, 5th Floor-TCR, 1200 New Jersey Ave., SE Washington, DC, 20590.

If information is needed in another language, contact 940-382-2224. Para más información llame a este número 940-382-2224.



Span, Inc. Transportation Service Complaint Form

Date of Complaint _____

This complaint is being made by:

Client _____ Client Representative _____ Driver/Staff _____ Member of the Community _____

If you selected Client Representative, please list the client's name _____

Your Name _____ Telephone Number _____

Street Address _____ City _____ Zip Code _____

Email address _____

Date of issue that resulted in this complaint _____ Approx. time _____

Passenger Name _____ Vehicle Number _____

Driver/Employee Name _____ Route Number _____

Please explain the reason for your complaint and provide as much detail as possible:

Signature _____ Date _____

Mail to Span, Inc., Attn: Transportation Mgr., 1800 Malone St., Denton, TX 76201;

email to span@spantransit.org; or fax to 940-383-8433.

.....
Supervisor/Manager Response/Resolution to Complaint:

Supervisor/Manager Signature _____ Date _____



CITY OF CORINTH

Staff Report

Meeting Date:	10/2/2025	Title:	Appointment Boards and Commissions
Strategic Goals:	<div><input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development</div> <div><input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development</div>		
Owner Support:	<div><input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation</div> <div><input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2</div> <div><input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3</div> <div><input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission</div>		

Item/Caption

Consider and act on annual appointments, resignations, and removal of board and commission members for the Board of Adjustments, Board of Construction Appeals, Corinth Economic Development Corporation, Ethics Committee, Finance Audit Committee, Keep Corinth Beautiful, and the Planning and Zoning Commission.

Item Summary/Background/Prior Action

Boards and commissions play an important role in assisting the City Council with fulfilling its obligations to the residents of Corinth. Participation on a board or commission provides residents an opportunity to understand the governmental process and perform a vital role in the communication process between the residents of Corinth and elected officials.

The City Council conducted Advisory board interviews in September 2025 for the appointment board, commission, and committee members.

Staff Recommendation/Motion

N/A