



City of Lake Dallas

City Council

Regular Meeting

City Hall

212 Main Street, Lake Dallas, TX 75065

Thursday, June 23, 2022, at 7:00 p.m.

EARLY WORK SESSION

City Council Chambers - 6:00 P.M.

- 1. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for June 23, 2022.**
- 2. Receive a report and hold a discussion regarding a towing ordinance.**
- 3. Receive a report and hold a discussion regarding a smoking regulation ordinance.**
- 4. Receive a report and hold a discussion regarding the Fourth of July event.**

(Items discussed during Early Work Session may be continued or moved to Open Session if time does not permit holding or completing discussion of the item during Early Work Session.)

OPEN SESSION
City Council Chambers- 7:00 P.M.

Section I – Presentations

- 1. Call to Order & Determination of Quorum**
- 2. Invocation & Pledges of Allegiance**
- 3. Announcements & Special Recognitions**

A. Presentation from SPAN regarding services.

B. City Manager's Report

The City Manager's Report may provide information on status of current city projects and other projects affecting the City, meetings and actions of the city's boards and commissions, upcoming local community events, including, but not limited to, departmental operations and capital improvement project status. No action will be taken with respect to this report.

4. Citizen Agenda & Public Comment

An opportunity for citizens to address the Mayor and City Council on matters which are not scheduled for consideration by the City Council on this agenda. In order to address the Council, a Public Meeting Appearance Card must be completed and presented to the City Secretary prior to the start of the Council meeting. The Texas Open Meeting Act prohibits deliberation by the City Council of any subject which is not on the posted agenda, therefore the Council will not be able to discuss or take any action on items brought up during the citizen presentations. Citizen presentations will be limited to five (5) minutes per person. Persons wishing to provide comments on an item appearing on this agenda must complete a Public Meeting Appearance Card and present it to the City Secretary prior to the item being called on the agenda and wait until recognized by the Mayor or other presiding officer before speaking on the item when that item is called for discussion.

Section II – Consent Agenda

All items listed below are considered to be routine by the City Council and will be enacted with one motion. There will be no separate discussion of the items unless a Councilmember so requests, or member of the public submits a Public Meeting Appearance Card identifying the item on which such person wished to comment prior to this item being called on the agenda, in which event the item will be removed from the consent agenda and considered in its normal sequence.

5. Consider and Act on the Consent Agenda-

- a. Consider approval of the City Council minutes for the May 26, 2022 meeting.**
- b. Consider and act on a Resolution authorize the City Manager to enter into another amended Interlocal Agreement (ILA) with Hickory Creek, Shady Shores and Corinth for broadband consulting services with Mighty River.**

Section III – Planning & Development: None

Section IV- General Items:

6. Receive a report and hold a discussion regarding an update on the FY 23 Budget.

Section V – Town Hall Meeting

7. Conduct a town hall meeting to discuss and receive public comment on the following topics:
 - a. Drainage Utility Program
 - b. Street Repair, Maintenance, and Reconstruction and renewal of the City's Street Maintenance Sale Tax
 - c. Library Services

Section VI – Elected Official Requested Items

8. Mayor & Council Member Announcements

The City Council may hear or make reports of community interest provided no action is taken or discussed. Community interest items may include information regarding upcoming schedules of events, honorary recognitions, and announcements involving imminent public health and safety threats to the city. Any deliberation shall be limited a proposal to place the subject on an agenda for a subsequent meeting.

Section VII – Executive Session As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda items listed above or herein.

9. Conduct a closed meeting pursuant to Texas Government Code Section 551.071 Consultation with City Attorney to seek legal advice regarding a matter involving confidential attorney-client communication and/or discuss pending or contemplated litigation.
10. Conduct a closed meeting pursuant to Texas Government Code Section 551.072 Deliberation the purchase, exchange, lease, or value of real property within the area bounded by Goliad Avenue, Betchan Street, and Main Street.

Section VII – Return to Open Session

11. Discuss and take appropriate action, if any, resulting from the discussions conducted in Closed Session.

Section VIII – Adjournment

I certify that the above notice of this meeting posted on the bulletin board at City Hall of the City of Lake Dallas, Texas on June 20, 2022, at 5:00 p.m.


Codi Delcambre

City Secretary

If you plan to attend this public meeting telephonically and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (940) 497-2226 ext. 102 or fax (940) 497-4485 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

EARLY WORK SESSION



**CITY COUNCIL
AGENDA MEMO**

Prepared By: Kandace Lesley, City Manager

Date: June 23, 2022

No Smoking Ordinance

DESCRIPTION:

The intent of this agenda item is to facilitate a discussion with City Council regarding the feasibility of having a "No Smoking" ordinance for Lake Dallas businesses.

BACKGROUND INFORMATION:

City Council requested Staff to facilitate a discussion regarding the City of Lake Dallas having a no smoking ordinance for Lake Dallas businesses.

FINANCIAL CONSIDERATION:

Discussion item only.

RECOMMENDED MOTIONS:

This is an informational discussion item only. No action needs to be taken.

ATTACHMENT(S):

None.

REGULAR SESSION



Lake Dallas Presentation FY 2023

1



Who We Are

Span, Inc. is a nonprofit established in 1974 that enables people in Denton County to live as fully and independently as possible by providing nutrition and transportation to seniors, people with disabilities, veterans, and other members of the public.

2



MEALS on WHEELS
DENTON COUNTY

Last year, Meals on Wheels delivered over **109,000** meals to **1,095** clients throughout Denton County.

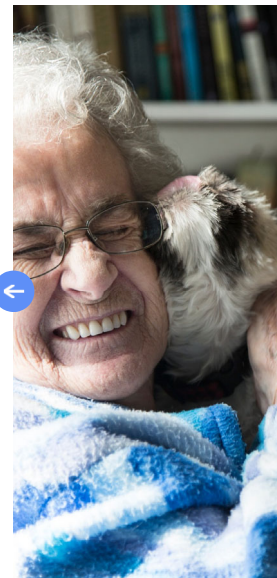
During the pandemic, our clients received 5 frozen meals per week. Since August of 2021, all clients are back to 5 hot meals per week and congregate meal services at various senior centers and senior living apartments have been reinstated. During the pandemic, the need for home delivered meals has dramatically increased. We added over **300** new clients to the program and trained over **100** new volunteers to meet the demand.

3

Senior Paws

Through our Senior Paws program, we deliver pet food once a month to homebound clients who might otherwise share their home-delivered meals with their pets.

Senior Paws depends on donations from the community.



4



Span Transportation is a demand response (scheduled) program that provides shared ride services to Denton County residents. All Span vehicles (either bus or van) are wheelchair accessible.

Passenger Fare: \$3.00 each way

5



Approved Trip Purposes:

- Medical
- Shopping for necessities
- Public Libraries
- Seniors Program
- Employment
- Education
- Nutrition
- Recreation
- Workshop



6

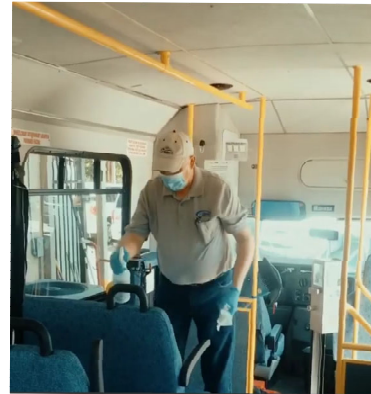
Sanitation and Safety Measures

All Span vehicles are cleaned and "fogged" for full sanitation daily.

Hand sanitizer is available on all vehicles.

Passengers are asked to social distance and sit further apart to limit close contact.

All drivers and riders are asked to stay home if feeling ill.



7

City Support

In FY 2021, we served **1,863 meals** through our home delivered and congregate meals program and provided **126 transportation trips** to Lake Dallas residents.

Our state and federal funding for programs does not cover the entire cost of service provision. This year we are not requesting a match for transportation due to **5310 and CARES Act funding**. However, we are asking for a contribution request for meals of **\$3,726**.

8



*Thank
You!*

STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Lake Dallas, Texas, acting by and through its duly authorized designee ("CITY") 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, grandfathered 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.

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, 2022 ("Effective Date") and continue until September 30, 2023.

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. SPAN shall provide door-to-door demand response transit services to the CITY's residents who are sixty (60) years of age or older and persons with documented disabilities or sixty-five (65) years or older and persons with documented disabilities when 5310 funds are used in support of this Agreement ("Riders") in accordance with this Agreement.

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 \$3.00 for qualified seniors (age 60 and older) and people with documented disabilities. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy"). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered.

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, as long as both Parties mutually agree to such amendment of Exhibit A in writing.

2.04. Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set up appointments for pick-up and drop off 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 7:00 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 toll free at 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP on Monday through Friday between 8:00 a.m. and 5:00 p.m. at least two days before their appointment or trip to schedule free transportation through Medicaid.

Article IV

Compensation and Method of Payment

4.01. SPAN is receiving CARES Act, federal funding for transportation operations, which will allow for 100% reimbursed billing without the need for local funding match from the CITY. SPAN's demand response transportation will be provided to the CITY without fee for the entirety of the agreement or until CARES Act funding is expended, whichever occurs first. SPAN invoices will not be sent, nor payments made by CITY, while CARES Act funding is being utilized.

4.02. Payment for other support services may be added to the Agreement as follows: None [NOTE: If other services are added, other sections of the contract may need to be adjusted to accommodate the additions.]

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:

City Designee
Lake Dallas, Texas
212 Main Street
Lake Dallas, Texas 75065
940-497-2226

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 the event of conflict between this Agreement and the Policy, this Agreement shall control. 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. Both Parties agree to endeavor to take all reasonable measures to keep in confidence the execution, terms and conditions as well as performance of this Agreement, and 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.

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 _____,2022

CITY OF LAKE DALLAS, TEXAS

By: _____
Kandace Lesley, City Designee

ATTEST:

By: _____
Codi Delcambre, City Secretary

EXECUTED this _____ day of _____,2022

SPAN, INC

By: _____
Michelle McMahon, Executive Director

EXHIBIT A
SERVICE AREA
Services all of Denton County

EXHIBIT B
TRANSPORTATION POLICIES AND PROCEDURES



SPAN, INC. TRANSPORTATION POLICY AND PROCEDURES

LAKE CITIES

Adopted by Span, Inc.'s Board of Directors on March 30, 2022

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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.”

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. **In Lake Cities, service is provided to seniors (aged sixty [60] or older – verification of age may be required) and/or people with disabilities (verification of disability may be required) residing in Lake Cities for the purpose of medical treatments, doctor and dentist appointments, and trips to get prescriptions filled.** [See *Disability Certification* section for more information.] **The following 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.**

If traveling for other reasons, riders may qualify under our Denton County General policies. 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.

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 Lake Cities. See *Description of Services* section for parameters.

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

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 over-estimate the length of your appointment, rather than under-estimate 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 one day prior (by 2:00 PM) to the date of 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 will 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 will 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.
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

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 LAKE CITIES FARES

The current fares for Lake Cities riders are

- General Public - \$6.00 per one-way trip
- Disabled (requires eligibility certification) - \$3.00 per one-way trip
- Senior (aged sixty [60] or older – verification of age may be required) - \$3.00 per one-way trip

Without exception, Span passengers must 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 a 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 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.

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.

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 packages you are able to carry yourself and maintain control of 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 cannot block the aisle, displace another rider, or otherwise create a safety hazard. Drivers do not assist riders with packages.

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 other 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 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 Executive Director 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@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 _____

**State of Texas
County of Denton
City of Lake Dallas**

The Lake Dallas City Council met in a regular called meeting on May 26, 2022, in the Lake Dallas City Hall, 212 Main Street, with notice of the meeting given, as required by Title 5, Chapter 551.041 of the Texas Government Code. Mayor Nolan called the meeting to order at 6:04 p.m.

1. Roll Call

Andi Nolan
Megan Ray
Kristy Bleau
Cheryl McClain
Rudy Glynn Vrba
Adam Peabody

Mayor
Councilmember 1
Councilmember 2
Councilmember.3
Councilmember 4
Councilmember 5

Absent:

Staff Present: City Secretary Codi Delcambre, City Attorney Kevin Laughlin, Chief Sawyer, Public Work Superintendent Layne Cline, Finance Director Jennifer Oakes, and City Manager Kandace Lesley.

Early Work Session

1. Clarification of Consent or General Items listed on Today's City Council Meeting Agenda for May 26, 2022.

Council reviewed the Consent or General Items listed on Today's City Council Meeting Agenda for May 26, 2022.

2. Receive a report and hold a discussion regarding Lake Cities Soccer Association storage building.

Council received a presentation regarding the Lake Cities Soccer Association storage building from Public Works Superintendent Layne Cline.

3. Receive a report and hold a discussion regarding Willow Grove Turnaround.

Council received a presentation regarding the Willow Grove Turnaround from Public Works Superintendent Layne Cline.

Adjournment at 6:47 p.m.

Open Session

1. Call to Order & Determination of Quorum.

Mayor Nolan called the meeting to order at 7:04 p.m.

2. Invocation and Pledges of Allegiance

City Manager Kandace Lesley led the invocation and the pledges.

3. Announcements & Special Recognitions.

a. City Manager's Report

- Extra patrol at Willow Grove Park for the holiday weekend.

4. Citizen Agenda & Public Comments

David Montequin of 5050 Haverwood Lane, Dallas, Texas, stated that he was a former employee of Library. He stated that Lake Dallas has a prevalent poverty level. He stated that the library provides necessary programs and services for the community. Mr. Montequin stated that the \$291,000 that the city would receive by closing the library would not fix the roads.

Jayne Potter of 612 Shore Drive stated that she attended a LCMUA meeting on Monday for status updated on the on the lines and roads. She stated that the city should partner with LCMUA to fix the drainages and roads.

Steve Reed of 613 Lake Drive stated the City and Water Department needs to work together on repairing the road. He stated that he would love for us to work together so the city can make sure the roads repaired to City's standards.

5. Consider and act on the election of a Mayor Pro-Tem.

Motion: to appoint Councilmember McClain as Mayor Pro-Tem was made by Councilmember Ray and second by Councilmember Vrba

Ayes: Councilmember Ray, Bleau, McClain, Vrba, and Peabody.

Noes: None

Motion Passed 5-0

6. Consider and act on a Resolutions appointing a member to the City of Lake Dallas Library Advisory Board.

Motion: to approve a Resolutions appointing a Megan Sanders to Place 1 of the Lake Dallas Library Advisory Board a was made by Councilmember Vrba and second by Councilmember Ray.

Ayes: Councilmember Ray, Bleau, McClain, Vrba, and Peabody.
Noes: None

Motion Passed 5-0

7. Consider and Act on a Resolution for the nomination of one member to the Board of Managers of the Denco Area 9-1-1 District.

Motion: to approve a Resolution nominating Jim Carter as of one member to the Board of Managers of the Denco Area 9-1-1 District a was made by Councilmember Ray and second by Councilmember McClain.

Ayes: Councilmember Ray, Bleau, McClain, Vrba, and Peabody.
Noes: None

Motion Passed 5-0

8. Mayor & Council Member Announcements

Councilmember McClain

- Monthly fire report
- Flag wind signs
- Generator
- Council's Adopt-a-Spot

Councilmember Peabody

- Drainage

Councilmember Vrba

- Drainage responsibilities

Mayor Nolan

- Tax exemption
- Richard Hayes as Grand Marshal

9. Executive Session As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed above or herein.

A. Conduct a closed meeting pursuant to Texas Government Code Section 551.071 Consultation with City Attorney to seek legal advice regarding a matter involving confidential attorney-client communication.

Council did convene into Executive Session at 7:36 p.m.

10. Return to Open Session

Council return to Open Session at 8:07 p.m. No action was taken.

11. Adjournment

Mayor Nolan adjourned the meeting at 8:08 p.m.

Approved:

Andi Nolan, Mayor

Attest:

Codi Delcambre, City Secretary



**City Council
AGENDA MEMO**

Prepared By: Kandace Lesley, City Manager

Date: June 23, 2022

Interlocal Agreement – Broadband Consulting Services

DESCRIPTION:

The purpose of this agenda item is for City Council to authorize the City Manager to enter into another amended Interlocal Agreement (ILA) with the Town of Hickory Creek, Town of Shady Shores and the City of Corinth for broadband consulting services with Mighty River.

BACKGROUND INFORMATION:

Lake Dallas officially entered into an original ILA with the other Lake Cities for broadband consulting services with Mighty River in June of 2021 and another one updating the contract for an additional \$2,774 in December of 2021. Since that time, Mighty River assisted the Lake Cities with the procurement process for obtaining a vendor to construct a fiber ring and provide related highspeed internet services and conducting interviews with the vendors identified from the procurement process. As the Lake Cities enters into the contract phase with Pavlov, it is believed we will need an additional \$6,000 for Mighty River to assist with the construction phase of the fiber ring installation.

FINANCIAL CONSIDERATION:

Lake Dallas' costs are as follows:

- Original ILA cost was \$1,343
- First amendment ILA cost was \$2,774
- Second amendment ILA cost is \$1,049 (now being considered)

As with the original agreement, costs were calculated based on general size and population of each of the Lake Cities; data updated and driven by recent census. Please note that the City of Corinth combined the amounts of the 1st and 2nd amendments for a total of \$3,823. The City of Lake Dallas paid the \$2,774 and owes only \$1,049.

RECOMMENDED MOTIONS:

Staff recommends the City Council to **APPROVE or DENY** the City Manager entering into an updated Interlocal Agreement (2nd Amendment) with the Town of Hickory Creek, Town of Shady Shores and the City of Corinth for broadband consulting services with Mighty River.

ATTACHMENT(S):

2nd Update – Lake Cities ILA – For Consideration

**SECOND AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT FOR CONSULTING SERVICES TO
IDENTIFY BROADBAND SERVICE PROVIDERS FOR THE CITY OF CORINTH,
THE CITY OF LAKE DALLAS, THE TOWN OF HICKORY CREEK AND THE TOWN
OF SHADY SHORES**

This Second Amended and Restated Interlocal Cooperation Agreement to Identify Broadband Service Providers for the City of Corinth, the City of Lake Dallas, the Town of Hickory Creek and the Town of Shady Shores (the Second “Amended Agreement”) is made and entered into by and among the CITY OF CORINTH, a Texas home rule municipality, (“CORINTH”), the CITY OF LAKE DALLAS, a Texas home rule municipality (“LAKE DALLAS”) the TOWN OF SHADY SHORES, a Type A general law municipality (“SHADY SHORES”) and the TOWN OF HICKORY CREEK, a Type A General law municipality (“HICKORY CREEK”), Corinth, Lake Dallas, Hickory Creek and Shady Shores are collectively referred to herein as the “LAKE CITIES” and individually referred to as (“LAKE CITIES MEMBER”), each organized and existing under the laws of the State of Texas, the Texas Constitution and, as applicable, its Home Rule Charter, and acting by, through and under the authority of their respective governing bodies and officials.

RECITALS

WHEREAS, this Second Amended Agreement is authorized pursuant to Chapter 791 of the Texas Government Code (hereinafter “Interlocal Cooperation Act”) to set forth the terms and conditions upon which the LAKE CITIES agree to jointly engage a consultant to conduct an evaluation of broadband service providers in order to select a broadband provider to enter into a Public Private Partnership with LAKE CITIES MEMBERS; and

WHEREAS, each LAKE CITIES MEMBER has identified concerns that their respective communities may not have the level of broadband access as defined and reported by the Federal Communications Commission; and

WHEREAS, each LAKE CITIES MEMBER recognizes that technology plays a pivotal role in the choice of businesses and residents to locate within their respective cities, that business operations and customer service require the presence of reliable technology resources, and that the review of potential broadband service providers to establish a Public Private Partnership to serve the Lake Cities, to identify necessary improvements to serve both business partners and residents is a valid governmental interest; and

WHEREAS, LAKE CITIES have conducted a broadband study through Connected Nation and now desire to engage the services of a consultant to assist with the vetting and selection of a broadband service provider, a project that each could undertake individually as a governmental function; and

WHEREAS, because of the desire of the LAKE CITIES to jointly engage the services of a consultant to assist them with the selection of a broadband service provider for the Lake Cities region, in 2021 each LAKE CITIES MEMBER took action at a properly posted meeting of its governing body and voted to approve the Interlocal Cooperation Agreement to Identify

Broadband Service Providers for the City of Corinth, the City of Lake Dallas, the Town of Hickory Creek and the Town of Shady Shores (the “2021 Agreement”) in order to engage Mighty River, Incorporated to serve as consultant for the LAKE CITIES (the “Consultant”) to perform the necessary study and provide the services set forth in **Exhibit “A”** attached hereto and incorporated herein (the “Consultant Proposal”) and to share the costs of the services provided in Consultant Proposal; and

WHEREAS, the scope of the study being performed by Consultant has been proceeding in accordance with the terms of this Second Amended Agreement, including without limitation, Section 2 hereof, and the scope outlined in the Consultant Proposal, Exhibit “A” hereto, such scope having been agreed upon by each LAKE CITIES MEMBER; however, the work by Mighty River is taking additional time as Consultant continues to assist LAKE CITIES through the process of contract negotiations with the selected broadband provider, Pavlov Media, Inc. (“Pavlov”) and to provide technical assistance during the construction process; and

WHEREAS, in order to compensate Consultant for its services, there is a need to increase the total amount payable to Consultant under the terms of the 2021 Agreement and to share the cost increase based upon the percentages established in the 2021 Agreement and

WHEREAS, the City Councils of each LAKE CITIES MEMBER has found that this Second Amended Agreement and the services to be provided hereunder and pursuant to the 2021 Agreement are valid governmental functions, will be paid by current revenues legally available to each LAKE CITIES MEMBER, and that the payments made hereunder fairly compensate for the services provided hereunder.

NOW THEREFORE, the LAKE CITIES, for and in consideration of the premises and the mutual covenants set forth in this Second Amended Agreement, and pursuant to the authority granted by the governing bodies of each of the parties hereto, do hereby agree as follows:

1. **Term/Termination.** This Second Amended Agreement shall be effective upon execution by all of the LAKE CITIES with the effective date being the date of signature of the last LAKE CITIES MEMBER to sign (“the Effective Date”). The term of this Second Amended Agreement shall be for a period of twelve (12) months following the Effective Date. Any LAKE CITIES MEMBER may terminate its participation in this Second Amended Agreement not earlier than thirty (30) days after providing written notice to the other LAKE CITIES MEMBERS. A LAKE CITIES MEMBER who exercises its right to terminate its participation in this Second Amended Agreement pursuant to this Section 1 shall remain obligated to pay its portion of the costs for services provided pursuant to this Second Amended Agreement through the effective date of such termination.

2. **Scope of Work/Obligations/CORINTH as Liaison.**

(a) By execution of this Second Amended Agreement, each LAKE CITIES MEMBER hereby requests and authorizes CORINTH to negotiate and enter into an agreement with Consultant to evaluate service providers best qualified to enter into a Public Private Partnership for Broadband Technical Services and perform the tasks enumerated in Contractor’s Proposal, **Exhibit “A”** (the “Services”) for the LAKE CITIES in order to allow LAKE CITIES to enter into

a Public Private Partnership agreement with a qualified provider (the “Project”). The Consultant Proposal and the Services provided thereunder are set forth in detail in **Exhibit “A”**, a substantial copy of which is attached hereto and incorporated herein, and payments made hereunder by LAKE CITIES shall not exceed the amount set forth in this Second Amended Agreement.

(b) Each LAKE CITIES MEMBER agrees to participate in the Project and to assist Consultant and CORINTH in the performance of the various Project components for the purpose of identifying a qualified broadband services provider with which LAKE CITIES may enter into a Public Private Partnership Agreement. CORINTH also agrees to act as the liaison and point of contact for the Services; prepare, execute, and administer the communication with Consultant and the LAKE CITIES. Any payments owed the Consultant for the Services pursuant to Consultant Proposal shall be paid directly by CORINTH from funds currently available to CORINTH, and each LAKE CITIES MEMBER agrees to pay its share in accordance with **Section 3, “Consideration”** of this Second Amended Agreement. Additionally, CORINTH agrees to monitor Consultant’s work and compliance with provisions of the Consultant Proposal.

3. **Consideration.** CORINTH, LAKE DALLAS, SHADY SHORES, and HICKORY CREEK each agree to pay its proportionate share of the costs of the Services provided by Consultant pursuant to this Second Amended Agreement based upon the allocation set forth in the chart provided in this Section. The total cost of the Services shall not exceed **TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$21,850.00)**. CORINTH agrees to make payments to Consultant in accordance with the Consultant Proposal, and each LAKE CITIES MEMBER agrees to make payments to Corinth within thirty (30) days of receipt of invoice from CORINTH. The LAKE CITIES agree that the payments made hereunder by each of the LAKE CITIES MEMBERS for the Services and for services provided by CORINTH provide valid and sufficient consideration for the services rendered and payments made hereunder.

	Population		Land Area (miles)		Total Allocation	Total Cost
Corinth	22,634	60%	7.9	44%	52%	\$11,364
Lake Dallas	7,708	20%	2.7	15%	17.5%	\$3,823
Hickory Creek	4,718	13%	4.5	25%	19%	\$4,151
Shady Shores	2,764	7%	2.9	16%	11.5%	\$2,512
	37,824	100%	18.00	100	100%	\$21,850

The City of Lake Dallas already contributed \$2,774 for the first amendment and, therefore, only owes \$1,049 for this, the second amendment. - Kandace Lesley

4. **Authorization.** The undersigned officers and/or agents of the LAKE CITIES represent and certify that this Second Amended Agreement has been approved by their respective governing body and that each is a duly authorized official and possesses the requisite authority to execute this Second Amended Agreement on behalf of its governing body.

5. **Original Counterparts.** This Second Amended Agreement may be executed separately by the parties, each of which shall be deemed an original and all of which together shall

constitute one and the same instrument.

6. **Notice.** Notice as required by this Second Amended Agreement shall be in writing delivered to the parties by certified mail at the address listed below. Each party shall notify the other parties in writing within ten (10) days of any change in the information listed in this paragraph.

CORINTH

Bob Hart, City Manager
3300 Corinth Parkway
Corinth, TX 76208
Telephone: (940) 498-3243

HICKORY CREEK

John Smith, Town Manager
1075 Ronald Reagan Avenue
Hickory Creek, TX 75065
Telephone: (940) 497-2528

LAKE DALLAS

Kandace Lesley, City Manager
212 Main Street
Lake Dallas, TX 75065
Telephone: (940) 497-2226

SHADY SHORES

Wendy Withers, Town Manager
101 S Shady Shores Road
Shady Shores, TX 76208
Telephone: (940) 498-0044

7. **Assignment.** The LAKE CITIES agree that the rights and duties contained in this Second Amended Agreement will not be assigned or sublet without the prior written consent of each other LAKE CITIES MEMBER.

8. **Venue.** This Second Amended Agreement shall be governed by the laws of the State of Texas and exclusive venue for any action relating to this Second Amended Agreement shall be in Denton County, Texas.

9. **Independent Parties/Governmental Immunity.** Each LAKE CITIES MEMBER agrees and acknowledges that this Second Amended Agreement does not create a joint venture, partnership, or joint enterprise, and that each is not an agent of any of the other entities and that each is responsible in accordance with the laws of the State of Texas for its own negligent or wrongful acts or omissions and for those of its officers, agents, or employees in conjunction with the performance of services covered under this Second Amended Agreement. Notwithstanding the foregoing, nothing in this Second Amended Agreement shall be construed as a waiver of any governmental immunity or other defense available to each LAKE CITIES MEMBER. The provisions of this section are solely for the benefit of the LAKE CITIES and are not intended to create or grant any rights, contractual or otherwise, to any third party. This Second Amended Agreement is for the sole benefit of the LAKE CITIES and shall not be construed to create any third-party beneficiaries.

10. **Severability.** If any provision of this Second Amended Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (i) such unenforceable provision shall be deleted from this Second Amended Agreement; (ii) the unenforceable provision shall, to the extent possible and upon mutual agreement of the LAKE CITIES, be rewritten to be enforceable and to give effect to the intent of the LAKE CITIES; and (iii) the remainder of this Second Amended Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the LAKE CITIES.

11. **Non-Waiver.** Any failure by a LAKE CITIES MEMBER to insist upon strict performance by any one or more of the other LAKE CITIES MEMBERS of any material provision of this Second Amended Agreement shall not be deemed a waiver thereof, and the LAKE CITIES MEMBER shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Second Amended Agreement. No provision of this Second Amended Agreement may be waived except by writing signed by the LAKE CITY MEMBER waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any LAKE CITIES MEMBER of any term or condition of this Second Amended Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12. **Entire Agreement.** This Second Amended Agreement (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the LAKE CITIES, superseding all oral or written previous and contemporary agreements among the LAKE CITIES relating to matters set forth in this Second Amended Agreement. This Second Amended Agreement cannot be modified without written supplemental agreement executed by all of the LAKE CITIES.

13. **Further Documents.** LAKE CITIES MEMBER agrees that at any time after the Effective Date, they will, upon request of another LAKE CITIES MEMBER, execute and deliver such further documents and do such further acts and things as the other LAKE CITIES MEMBERS may reasonably request in order to effectuate the terms of this Second Amended Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the respective City Council seated at the time that this Second Amended Agreement is executed or any future respective City Council.

IN WITNESS WHEREOF, this Second Amended Agreement is executed this ____ day of _____ 2021, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF CORINTH, TEXAS:

BY:

Bob Hart, City Manager

Date

ATTEST:

Lana Wylie, City Secretary

Date

APPROVED AS TO FORM:

Patricia Adams, City Attorney

Date

CITY/GOVT ENTITY OF CORINTH, TEXAS

Bill Heidemann, Corinth Mayor

Date

IN WITNESS WHEREOF, this Second Amended Agreement is executed this ____ day of _____
_____, 2021, in duplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF SHADY SHORES,
TEXAS:**

Cindy Aughinbaugh, Shady Shores Mayor

Date

ATTEST:

Wendy Withers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

IN WITNESS WHEREOF, this Second Amended Agreement is executed this ____ day of _____
_____ 2021, in duplicate originals.

**APPROVED BY THE TOWN COUNCIL OF THE TOWN OF HICKORY CREEK,
TEXAS:**

Lynn Clark, Hickory Creek Mayor

Date

ATTEST:

Kristi Rogers, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

IN WITNESS WHEREOF, this Second Amended Agreement is executed this ____ day of _____
_____ 2021, in duplicate originals.

APPROVED BY THE CITY COUNCIL OF THE CITY OF LAKE DALLAS, TEXAS:

BY:

Andi Nolan, Lake Dallas Mayor

Date

ATTEST:

Cody Delcambre, City Secretary

Date

APPROVED AS TO FORM:

City Attorney

Date

**EXHIBIT “A”
CONSULTANT PROPOSAL**

CONTRACTOR AGREEMENT

This Contractor Agreement ("Contract") made this 18th day of November, 2021, by and between the City of Corinth, Texas on behalf of the Lake Cities Broadband Coalition (LCBC), and Mighty River, LLC (Contractor) shall govern the provision of Services by Contractor to the LCBC as set forth in a statement of work which is executed by Contractor and the LCBC and which references these terms and conditions and any contract between the LCBC and a third party (such statement of work to be known hereinafter as the "Statement of Work", such contract referenced therein to be known hereinafter as the "Contract", and such third party to be known hereinafter as "Client").

ARTICLE 1 - RELATIONSHIP OF THE PARTIES

The LCBC does hereby retain the services of Contractor in order for Contractor to assist LCBC by providing the consulting services outlined on the Statement of Work to the LCBC.

ARTICLE 2 - RESPONSIBILITIES OF THE PARTIES; SCOPE OF WORK

Contractor shall provide to LCBC all labor, materials, plant, equipment, services and other resources necessary to provide and perform all requirements set forth in its proposal and in the Statement of Work. The work will be done on a fixed cost basis or a time as described in the Statement of Work. Contractor will be responsible for producing a Statement of Work for each project.

ARTICLE 3 - WARRANTIES

- 3.1 Contractor warrants its deliverable items, services and other work to LCBC are its own work. Contractor warrants that it shall work with LCBC within the scope outlined in the Statement of Work to deliver work of suitable quality to meet the needs of the LCBC.
- 3.2 Contractor warrants that no work product delivered under this contract will infringe any patent, trademark, copyright or any other proprietary right issued or honored in the United States.

ARTICLE 4 - PAYMENT

- 4.1 For the duration of the Agreement, Contractor will provide the professional services or any mutually agreed on additional services. In exchange for services outlined in this Contract, LCBC will pay Contractor at the agreed upon rates or payment amounts as described in each Statement of Work.
- 4.2 Contractor will invoice or provide billable hours and detailed expense information in a format acceptable to the LCBC on a monthly basis. Original receipts must be submitted for any project expense in order for those expenses to be reimbursed. The Contractor shall receive payment for its services and any approved expenses within thirty (30) days of invoice to LCBC.
- 4.3 Except as provided herein, it is understood that any and all costs and expenses incurred by either party in connection with the Services shall be borne by that party unless otherwise agreed to in writing by both parties.

ARTICLE 5 - PROPRIETARY INFORMATION

- 5.1 The parties anticipate that it may be necessary to provide access to confidential and/or proprietary information to each other pursuant to this Subcontract in preparation of the Proposal and/or performance of Services ("Proprietary Information"). Proprietary Information shall be clearly identified or labelled as such by the disclosing party at the time of disclosure. Where concurrent identification of Proprietary Information is not feasible, the disclosing party shall provide such identification as promptly thereafter as possible.
- 5.2 Each party shall protect the confidentiality of the Proprietary Information in the same manner as it

protects its own proprietary information of like kind; provided that, with respect to the handling of any Proprietary Information of the LCBC, each party will at all times comply with applicable professional standards to which LCBC is subject. Disclosures of Proprietary Information shall be restricted to those individuals who are directly participating in preparation of other work related to the Services. The parties shall return all Proprietary Information of the other upon the earlier of a request by the disclosing party or upon termination of this Contract. The Contractor acknowledges that the LCBC is a public entity subject to open records requirements. The Contractor does not object to proprietary information being shared as part of an open records request.

ARTICLE 6 - OWNERSHIP

Any ownership rights to work product created by Contractor hereunder and conferred upon either LCBC by applicable Contract terms incorporated herein shall be owned by the LCBC, as applicable. Any ownership rights to work product created by Contractor hereunder and not conferred upon the LCBC by applicable Contract terms incorporated herein shall be owned by Contractor.

ARTICLE 7 – TERMINATION

- 7.1 LCBC may terminate this Subcontract:
- (1) for its convenience upon 30 days written notice to Contractor; or
 - (2) immediately for cause. Cause shall be presented to the Contractor for which the Contractor shall have 10 days to cure;
 - (3) Contractor shall be paid for all services rendered/hours worked up through the date of termination.
- 7.2 LCBC may terminate this Contract or any Statement of Work in the event Contractor breaches any of obligations hereunder and does not cure this breach within 10 days of notification from LCBC.
- 7.3 Upon termination of this Contract for any reason, Contractor shall deliver to LCBC all work in process, drafts, and other materials developed in connection with the Services. Upon termination Contractor further shall deliver to LCBC any other materials, documentation or information necessary for LCBC to complete, or have completed, the work to be performed hereunder by Contractor.

ARTICLE 8 - COMPLIANCE WITH LAWS

Contractor shall comply with all applicable Federal, state, county, and local laws, ordinances, regulations, and codes in the performance herewith including the procurement of any necessary permits and licenses.

ARTICLE 9 - INSURANCE

The Contractor will provide the insurance coverages required by the LCBC for similar consulting agreements. Contractor agrees to provide LCBC, copies, in whatever manner is required, of proof of required insurance coverages. Any insurance coverages, and all associated costs incurred for those coverages by Contractor, are the responsibility of the Contractor. Contractor will work with their insurance provider to provide any required insurance endorsement documents.

ARTICLE 10 - INDEMNITY

Both LCBC and Contractor shall mutually indemnify and save harmless, to the extent provided by the laws of the State of Texas, the other party to this Agreement, its partners, agents, and employees from all liability or expenses resulting from (a) bodily injury to any person (including injury resulting in death) or damage to property arising out of the performance of this Contract, providing such injury or property damage is due or claimed to be due to the negligence of the other party, its employees, agents, or Subcontractors and occurs without negligence on the part of the other party or any of its employees, (b) any action taken by or on behalf of the other party which is not permitted by or pursuant to the terms of this Contract, (c) any act or omission constituting negligence or willful misconduct or breach of fiduciary duty by any officer, director, agent or

employee of the other party to this agreement in connection with the other party's performance under this Contract, or (d) claims by any of the otherparty's employees or former employees.

ARTICLE 11 - EXCUSABLE DELAY

Neither party shall be liable for any delay or failure in performance hereunder arising out of causes beyond its control without its negligence or fault. Contractor, in the event of such a cause, shall notify LCBC immediately inwriting of its delay or failure in performance, describing the cause and its effect upon Contractor's performance and the anticipated duration of the inability to perform.

ARTICLE 12 - GOVERNING LAW

All questions arising under or in connection with this Contract shall be governed and determined by the law applicable to the Contract; provided, however, that where the law applicable to the Contract does not provide therules for determining the particular question, the law of the State of Texas shall apply.

ARTICLE 13 - INDEPENDENT CONTRACTOR

It is understood that in connection herewith, Contractor shall be acting as an independent contractor. The partners, employees, officers and agents of one party, in the performance of this Contract, shall act only in the capacity of representatives of that party and not as employees, officers or agents of the other party and will not bedeemed for any purpose to be employees of the other. Contractor assumes full responsibility for the actions of itspersonnel while they are performing services pursuant to this Contract and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers compensation, disability benefits and the like. Neither party shall commit, nor be authorized tocommit or bind, the other party in any manner.

ARTICLE 14- DISPUTES

Contractor and LCBC agree to make best efforts to mediate disputes in a professional and conciliatory nature. Due to the short term and project-oriented nature of this agreement mediation of disputes is the preferred methodof resolution. Both parties agree that litigation shall be used only as a last resort to resolve any disputes related to this Contract.

ARTICLE 15 - TERM

The term of this Contract shall be in effect on a project-by-project basis. The term of the agreement shall not limitthe obligation of LCBC to pay for any work within the scope of work performed by Contractor which has been completed. This agreement shall also not remove the responsibility of the Contractor to complete any work in progress in a timely and professional manner acceptable. All terms and conditions shall be enforceable only if there is an active project in effect.

ARTICLE 16 - NOTICES

Any notices required to be delivered by one party or another under or in connection with this Subcontract shall bedeemed sufficiently given if actually received or if sent by certified mail, return receipt requested, to the attentionof the individual signing this Subcontract for the party to which the notice is directed, at the address indicated below:

If to LCBC :

If to CONTRACTOR:

April Freddoso
CEO
Mighty River LLC
135 Cedar Elm Rd.
Durham,NC 27713
afreddoso@mightyriverrllc.com

ARTICLE 17- ENTIRE DOCUMENT

This Contract constitutes the entire Agreement between the parties with respect to the subject matter and supersedes any previous understandings, representations, commitments or Contracts, oral or written. No provision of this Contract may be waived except by writing signed by the party to be charged nor may this Contract be amended except by a writing executed by both parties. If any provision, or portion thereof, of this Contract is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Contract shall remain in full force and effect.

LCBC

Mighty River, LLC

Name _____

Name *April Freddeco*

Date _____

Date 11/24/2021



City Council
AGENDA MEMO

Prepared By:
Jennifer Oakes, Finance Director

Date: June 23, 2022

FY 23 Budget Workshop

DESCRIPTION:

Receive a report and hold discussion regarding the Fiscal Year (FY) 2022 – 2023 General Fund Expenditures and FY 2022 Year End Projections.

BACKGROUND INFORMATION:

During the initial City Council/Manager Budget Kickoff, we reviewed the current budget position and future things to consider for the next fiscal year. To move toward the next in the budget process, Staff will review FY 2022 Year End Projections and FY 2023 Proposed Expenditures for specific direction on items for inclusion.

FINANCIAL CONSIDERATION:

Discussion item only.

RECOMMENDED MOTIONS:

Discussion item only.

ATTACHMENT(S):

None