

Town of Double Oak Town Council – Public Meeting

Double Oak Town Hall 320 Waketon Road, Double Oak TX 75077 Monday, July 20, 2020 7:00 p.m.

I. Opening:

Call to Order Roll Call Invocation Pledge of Allegiance – American Flag Pledge of Allegiance – Texas Flag

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

- II. Citizens comments
- III. Consent Agenda All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
 - 1. Consideration on minutes of July 6, 2020
 - 2. Consideration and action on interlocal agreement for shared governance communications & dispatch services with Denton County.
- IV. Mayor, Council Members and Staff reports:
 - 3. Mayor and Council
 - 4. Public Works Code Enforcement Animal Control
 - 5. Administration
 - 6. Public Safety
 - 7. Roads and Drainage Committee
- V. New business agenda (consideration and action):
 - 8. Discussion, consideration, and action on revisions to the Personnel Policy Manual Section 5.4-Holidays.

Presentation:

Police Chief Derrick Watson

9. Discussion, consideration, and action on audio, video, and technology improvements for Town Hall

Presentation:

10. Discussion, consideration, and action on authorization of funds for Timbercreek clean-up.

Presentation: Mayor Mike Donnelly

11. Discussion on 2020-2021 fiscal year budget and tax rate.

Presentation:

Town Treasurer Billie Garrett

- 12. Citizens comments
- 13. Council staff announcements and comments:
- 14. Adjournment

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 Town Attorney, or on any other item covered under the code, on any agenda item listed herein.

The Town of Double Oak reserves the right to reconvene, recess or realign the Regular Session or called Executive Session or order of business at any time prior to adjournment.

I certify that the above notice of meeting was posted by Friday, July 17, 2020 by 4:00 p.m. on:

- 1) Bulletin boards located in the Town Hall Parking Lot at 320 Waketon Road, Double Oak, Texas
- 2) On the Town's website (https://doubleoak.texa .gov)

Eileen Kennedy

Town Secretary

PUBLIC PARTICIPATION

If you wish to address the Council, please sign the "CITIZENS WHO WISH TO SPEAK TO THE TOWN COUNCIL" sheet before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the item is considered by the Town Council.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972.539.9464, fax 972.539.9613 or email to <u>kennedy@doubl -oak. om</u> for additional information.

UNAPPROVED-NOT FOR PUBLICATION

STATE OF TEXAS COUNTY OF DENTON TOWN OF DOUBLE OAK

The Double Oak Town Council met in a regular session at 7:00 p.m. July 6, 2020 with the following members present to-wit:

Mike Donnelly	Mayor
Joe Dent	Mayor Pro-Tem
Billie Garrett	Deputy Mayor Pro-Tem
Anita Nelson	Council Member
Scott Whisenhunt	Council Member
Von Beougher	Council Member

Also, in attendance were Town Secretary Eileen Kennedy, Police Chief Derrick Watson, and Municipal Clerk Brian Shults.

Mayor Donnelly called the meeting to order at 7:03 p.m.

Council Member Scott Whisenhunt gave the invocation. Joe Dent, Mayor Pro-Tem, led the pledge of allegiance to the American and Texas flags.

II. Citizens comments

None

- III. Consent Agenda
 - 1. Consideration on minutes of June 15, 2020
 - 2. Approval of payment for emergency street repairs located at Meadowknoll Drive and Waketon Road intersection.

Motion Beougher, second Nelson to approve the consent agenda as presented.

AYE:	Garrett, Dent, Nelson, Beougher, Whisenhunt
ABSTAIN:	None
NAY:	None

MOTION PASSED

IV. Mayor, Council Members and Staff reports:

3. Mayor and Council

Mayor Pro-Tem Dent thanked the Double Oak Volunteer Fire Department for the great 4th of July parade. Council Member Whisenhunt also thanked the

Double Oak Police Department, Town Hall and Council on the parade and stated he was very proud of the department.

4. Public Works - Code Enforcement – Animal Control

Mayor Donnelly stated that Brian and Lynn were sending Code Enforcement letters.

Mayor Donnelly reported the Waketon Road Reconstruction Project will go out for bids by the end of July with the Town of Flower taking the lead. Timberleaf repaying project bids will be published on July 8 and 15. Toll Brothers is talking with residents regarding the water runoff from the Vickery property. The Villa Creek project has been pushed back due to recent rainstorms. Other comments were: Timbercreek residents have asked for cleanup, received a culvert complaint on Plantation and flooding at Kings Road and Lusk resulted in a car being swept off the road.

5. Administration

Town Secretary Eileen Kennedy reported TML will be giving us a \$6,220 credit that will be distributed monthly on our premiums.

6. Public Safety

Police Chief Watson report the new patrol vehicle is still at the factory. Chief Watson commented on the mask order from the Governor will be difficult to enforce. Chief Watson also said the town has received notification from Denton County they are in receipt of our request for COVID-19 funding.

7. Road and Drainage Committee

Will be covered under an agenda item.

IV. New business agenda (consideration and action):

Mayor Donnelly skipped to item 9 in the agenda.

8. Discussion, consideration, action on quote from Franklin Digital to move Laserfiche from the current server to the cloud annual cost of \$3,244 and purchase new scanners.

Motion Whisenhunt, second Garrett to approve to move Laserfiche from the current server to the cloud and purchase new scanners in an amount not to exceed \$6,200.

AYE:	Beougher, Garrett, Dent, Whisenhunt, Nelson
ABSTAIN:	None
NAY:	None
	MOTION PASSED

9. Discussion, consideration, and action on applications for appointment to the Board of Adjustment.

Motion Whisenhunt, Dent second to appoint Richard (Dick) Ulrich as an alternate to the Board of Adjustment.

AYE:	Dent, Whisenhunt, Nelson, Garrett, Beougher
ABSTAIN:	None
NAY:	None
	MOTION PASSED

Mayor brought item 12 forward in the agenda order.

12. Discussion, consideration, and action on quote from Double Oak Concrete to patch Timberleaf Drive and install concrete headwalls.

Mayor Donnelly reported we have received a quote^{*} from Double Oak Concrete to replace headwalls at Oakview and Timberleaf, Timberleaf and Trailing Oaks, and 230 Timberleaf. The contractor thinks the work can be done prior to the repaving of Timberleaf. The Mayor also stated that Dr. Gary Goodman and Mr. Gary Garrett are talking with homeowners on Timberleaf to sign a hold harmless agreement to protect the Town from potential claims, demands or suits resulting from the placement of control joints at driveway intersections.

Motion Dent, second Beougher to approve the quote from Double Oak Concrete to install new headwalls at Oakview and Timberleaf, Timberleaf and Trailing Oaks, and 230 Timberleaf in an amount not to exceed \$45,000.

AYE:	Whisenhunt, Nelson, Garrett, Beougher, Dent
ABSTAIN:	None
NAY:	None

MOTION PASSED

10. Discussion, consideration, and action on audio, video, and technology improvements for Town Hall

Brian Shults, Municipal Clerk, gave a brief presentation on the audio, video, and technology improvements to Town Hall. The general consensus of the Council is to bring back the total best plan package for Town Hall. No action taken.

*a copy is attached and made a part of these minutes.

11. Discussion on preparation of 2020-2021 Fiscal Year Budget

The Town Treasure, Billie Garrett, presented an overview of the 2020-2021 budget. Discussion followed.

No action taken.

13. Citizens comments-None

14. Council – staff announcements and comments:

• Mayor Donnelly announced the Town will be ordering a stone in memory of Jerry Lamel to be placed in Mayor Tom Pidcock Honor Memorial. The Mayor also mentioned he had purchased flag cases for the flags flown at Town Hall in honor of Mr. Lamel to be presented to Mrs. Candy Lamel.

15. Adjournment

With no further business to come before Council, Beougher motion, Dent second, the meeting adjourned at 9:32 p.m.

Town Secretary

Mayor

DOUBLE OAK CONCRETE LLC

205 Thornhill Circle Double Oak, Texas 75077



Estimate

Commercial · Residential All types of concrete work

Date	Estimate #
7/5/2020	1793

Name / Address

Town of Double Oak 120 Waketon Road Double Oak, Texas 75077

Ship To

Timberleaf Street Repair Headwall

Description		Qty	Total
Scope of Work		0.00	
Saw cut, demo and haul off approxima at 280, 270, 210, and 200 Timberleaf -		0.00	
Install (2) headwalls on the corner of C	akview Dr and Timberleaf.		0.00
Install (2) headwalls on Timberleaf and	l Trailing Oaks		0.00
Install (1) headwall at 230 Timberleaf.			0.00
Saw cut, demo and haul off approximately 70 SF of asphalt in the center of Timberleaf. Excavate around pipe underneath road and encase concrete pipe with 3000 PSI concrete. Fill to top of road, Sod areas if needed, not to exceed (4) pallets of sod.			44,900.00
ESTIMATES GOOD FOR 30 DAYS	· · · · · · · · · · · · · · · · · · ·	Total	\$44,900.00
Phone #	E-mail		
817-430-8282	doubleoak_concrete@yahoo.com		ACCREDITED BUSINESS

STATE OF TEXAS § SCOUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Double Oak Police Department

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. <u>ADVISORY BOARD.</u> The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2020** and ending on **September 30, 2021**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

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Shared Governance Communications & Dispatch Services System / Double Oak Police Department

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5 If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6 Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2 Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3 Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4 Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5 Determining agency OIA that is not MDC Activity
- 5.6.6 Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7 Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8 Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9 Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10 Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. <u>COUNTY SERVICES AND RESPONSIBILITIES</u>. The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services,

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or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2. receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4. providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

- 7. AGENCY RESPONSIBILITIES. The Agency agrees to the following responsibilities:
 - 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
 - 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
 - 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
 - 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
 - 7.5 Adherence to all Sheriff's Office communications rules and regulations.
 - 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit* "*B*".
 - 7.7 Appoint representative and agree to participate in the Advisory Board.
 - 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. AGREEMENT. The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. AGREEMENT LIASONS. Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote

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sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. ASSIGNMENT. Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. AGENCY LIABILITY. The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. COUNTY LIABILITY. The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. DISPUTES/RECOURSE. County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. EXHIBITS. Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet	
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT	

15. MULTIPLE ORIGINALS. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

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16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge
		Denton County Commissioners Court
		110 West Hickory, Room #207
		Denton, Texas 76201
	2	Denton County Sheriff
		Denton County Sheriff's Office
		127 N. Woodrow Lane
		Denton, Texas 76205
	3	Assistant District Attorney
		Counsel to the Sheriff
		127 N. Woodrow Lane
		Denton, Texas 76205

Name of Agency:	Double Oak Police Department	
Contact Person	Chief Derrick Watson	
Address	320 Waketon Rd.	
City, State, Zip	Double Oak, TX 75077	
Telephone	972-355-5995	
Email	dwatson@double-oak.com	

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

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22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201 (940)349-2820 Derrick Watson, Chief Double Oak Police Department 320 Waketon Rd. Double Oak, TX 75077 972-355-5995

EXECUTED duplicate originals on this

Date:

Date:_____

Approved as to content:

EXECUTED duplicate originals on this

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Approved as to form:

Agency

Assistant District Attorney Counsel to the Sheriff Attorney for Agency

Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System / Double Oak Police Department

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Exhibit A

2020-21 Budget Year Denton County Sheriff's Office Communications Agreement Agency Payment Worksheet

Agency:	Double Oak Police Department
	Chief Watson and/or Eileen Kennedy,
Payment Contact Person:	Town Secretary
Phone Number:	972-539-9464
Email:	dwatson@double-oak.com
Address:	320 Waketon Rd.
City, State, Zip	Double Oak, TX 75077
AGENCY TOTAL AMOUNT DUE	\$ 4,502.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

	1	One Annual Payment (100%)
Payment Plan Options		
	2	Two Payments (50%)
Agency MUST		
Select One	3	Four Payments (25%)
Payment Option		
	4	Twelve Monthly Payments
	5	Other Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2020-2021

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Double Oak Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature:		Signature:	
By:	Tracy Murphree	By:	Derrick Watson
Title:	Denton County Sheriff	Title:	Chief of Police
Date:		Date:	

Animal Control MONTHLY REPORT MAY 2020

05/01/20:	Patrol from 12:00 until 14:00. Stray dog complaint @ 110 Timberleaf Court. W/Warning.
05/07/20:	Patrol from 08:00 until 10:00. Request for registration forms @ 120 Maple Leaf. Delivered.
05/08/20:	Patrol from 09:45 until 11:45. No activity.
05/14/20:	Patrol from 09:00 until 11:00. No activity.
05/15/20:	Patrol from 11:00 until 13:00. No activity.
05/16/20:	Patrol from 13:10 until 15:10. No activity.
05/20/20:	Patrol from 17:00 until 19:00. Animal Bite reported @ 431 Simmons Road. Report taken.
05/22/20:	Patrol from 15:20 until 17:20. No activity.
05/23/20:	Patrol from 09:00 until 11:00. No activity.
05/24/20:	Patrol from 13:30 until 15:30. No activity.
05/28/20:	Patrol from 12:30 until 14:30. No activity.
05/29/20:	Patrol from 09:10 until 11:10. No activity.

SUMMARY

Total calls received:3By Double Oak residents:3Initiated by NTACA:0Animals impounded:Dogs:0Puppies:0Cats:0Other:00Deceased:0Verbal Warnings issued:00Written Warnings issued:1Citations:0

Animal Control

MONTHLY REPORT JULY 2020

Patrol from 12:00 until 14:00 06/02/20: Nuisance wildlife reported at 270 Lake Trail Court. Relocated. 06/03/20: Patrol from 12:50 until 14:50. No activity. 06/04/20: Patrol from 12:00 until 13:00. Nuisance wildlife reported at 135 Lake Trail Drive. Trap set. 06/05/20: Patrol from 11:00 until 12:00. No activity. 06/08/20: Patrol from 15:00 until 17:00. Stray dog complaint @ 110 Forest Oak. V/Warning. 06/10/20: Patrol from 12:10 until 14:10. No activity. Follow up inspection @ 270 Lake Trail Court. CSO. 06/11/20: Patrol from 08:30 until 10:30. No activity. 06/13/20: 06/15/20: Final inspection 270 Lake Trail Court. No further action taken. 06/17/20: Patrol from 18:00 until 20:00. 2 stray kittens found @ 171 S. Woodland Trail. Impound X2. Dead wildlife initiated 500 blk Kings Road. Removed. 06/19/20: Patrol from 10:00 until 12:00. No activity. Patrol from 12:00 until 14:00. No activity. 06/23/20: Nuisance wildlife reported at 302 E. Carruth Lane. Trap set. 06/24/20: 06/25/20: Patrol from 13:00 until 15:00. Patrol from 12:00 until 14:00. 06/26/20: Injured wildlife reported Kings Road @ N. Forest Lane. Impounded. 06/30/20: Nuisance wildlife reported @ 190 Whistling Duck Lane. Relocated.

SUMMARY

Total calls received: 9	9	By Double Oak residents: 8	Initiated	by NTACA: 3	
Animals impounded: Do	ogs:	0 Puppies: 0 Cats: 0 Kittens	: 2 Other:	0 Deceased:	1
Verbal Warnings issued:	1	Written Warnings issued	: 0	Citations:	0

Section 5.4 - Holidays

The following days will be observed as paid Town holidays for all full-time employees:

New Year's Day	Columbus Day
Martin Luther King, Jr. Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

5.4.1 – Procedures: As many employees as possible shall be given each holiday off consistent with the maintenance of essential Town functions, as scheduled by the Department departments.

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- A. When an observed holiday falls on a Saturday, the holiday is observed on the preceding Friday, and if a holiday falls on Sunday, the following Monday shall be observed. Employees assigned to rotating shifts will be required to take holiday time within the pay period irrespective of the actual holiday date. If a rotating shift employee is unable to take the holiday, they will be paid their standard hourly rate at the completion of the pay period.
- B. When holidays fall on a regular scheduled day off for employees on a rotating shift, they may take the previous day or the day after as the holiday at with the supervisor's discretion approval and within the pay period.
- C. An employee who fails to report to work on the last scheduled work day preceding the holiday, or the first scheduled work day following a holiday, shall not be eligible for holiday pay unless he/she is on a pre-approved vacation, sick, or leave of absence.
- D. An employee on paid leave status will normally be paid holiday pay in lieu of the leave status pay they would ordinarily receive at the time of the holiday.
- E. Employees may request an approved absence to celebrate a religious holiday that is not a scheduled Town holiday. The request should be submitted no later than 30 days prior to the date of the holiday. The employee must charge the time to vacation, compensatory time, or an excused absence without pay.
- F. An employee will not be eligible for Holiday pay for any Holiday which is recognized or occurs after the employee's last day worked.

5.4.2 - Holiday Worked: Regular Full-Time employees working on a scheduled holiday will be paid for hours worked at regular rate of pay. Each holiday shall constitute an (8) hour

day. To receive holiday pay, an employee shall have worked his or her last scheduled day before and the day after the holiday unless excused by the appropriate supervisor.

Part-time Plus employees working on a scheduled holiday will be paid for hours worked at regular rate of pay. Each holiday shall constitute an (7) hour day. To receive holiday pay, an employee shall have worked his or her last scheduled day before and the day after the holiday unless excused by the appropriate supervisor.

Public Safety employees (Police Department) will receive 8 hours of holiday pay (if they have not scheduled the time off through their supervisor) for each holiday whether they are actually on duty that day or not. The 8 hours will be paid in the pay period in which it occurs. Non-exempt and exempt delete Public Safety (Police Department) delete employees who work a regular shift on a holiday will be paid for the actual hours worked that shift in addition to the 8 hours of holiday pay.

All holiday hours accrued by Public Safety employees prior to the approval of revisions to this policy shall be taken at the employee's request and the supervisor's discretion. Payment for any unused accrued holiday hours is not guaranteed should the Public Safety employee terminate.