



DOUBLE OAK

Town of Double Oak
Town Council –Public Meeting

Double Oak Town Hall
320 Waketon Road, Double Oak
TX 75077
Monday, May 2, 2022
7:00 p.m.

Out of respect for all those in attendance, please refrain from talking to other members of the audience during the meeting. Please do not engage in disruptive behavior. For public input during Citizen Comment or public hearings, all speakers will be limited to three minutes each. The Council does not accept public comment by mail or e-mail; speakers must be present, or a written statement must be read into the council's record by a speaker who is present at the meeting, subject to the three-minute limit.

- 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."

**RECOGNITION OF
CORPORAL DAVID HARNEY
OFFICER BEN MCKELVEY
HIGHLAND VILLAGE POLICE DEPARTMENT**

**PROCLAMATION
IN RECOGNITION OF PUBLIC SERVICE WEEK
MAY 1 – 7, 2022**

**PROCLAMATION
IN RECOGNITION OF THE
53rd ANNIVERSARY OF MUNICIPAL CLERKS WEEK
MAY 1 – 7, 2022**

**PROCLAMATION
IN RECOGNITION OF
NATIONAL POLICE WEEK
MAY 15 – 21, 2022**

- II. Citizen 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, and action on minutes of April 18, 2022. *

IV. Mayor, Council Members and Staff reports:

2. Mayor and Council
3. Public Works - Code Enforcement – Animal Control*
4. Administration
5. Public Safety
6. Road and Drainage Committee

V. New business agenda (consideration and action):

7. Discussion, consideration, and action on an Inter-Local Agreement between Denton County and Town of Double Oak Police and Volunteer Fire Departments for the use of the Denton County Radio Communications System.*

Presentation: Police Chief Rivas
Fire Chief Whisenhunt

8. Discussion, consideration, and action on a quote from WatchGuard Video/Motorola Solutions for body cameras, dash camera integration, and iCloud storage.*

Presentation: Police Chief Rivas

9. Discussion, consideration, and action on homestead exemption for elderly or disabled persons and homestead tax freeze for elderly or disabled persons

Presentation: Town Treasurer Garrett
Tax Accessor/Collector Michelle French

10. Discussion, consideration, and action on additional subgrade repairs and related work on Double Oaks Drive change order #3.

Presentation: Mayor Beougher

11. Council – staff announcements and comments:

- May 7, 2022, Municipal Election Day

The following candidates have filed for a place on the ballot:

COUNCIL MEMBER (3 SEATS)

Billie Garrett
Tim Bologna
Patrick Johnson
Jean Hillyer
Connie Schoenrade

- Town Hall will be an early voting site for the May 7, 2022, Municipal Election.

April 25 - 30
May 1
May 2 - 3

Monday - Saturday 8:00 a.m. – 5:00 p.m.
Sunday 11:00 a.m. – 5:00 p.m.
Monday - Tuesday 7:00 a.m. – 7:00 p.m.

- Clean Up and Green Up recycling collection event for HHW/E-Waste and document shredding will be Saturday, May 21, 2022, from 9:00 a.m. to 12:00 p.m. in the Crossroads Bible Church parking lot.

12. 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, March 18, 2022, by 4:00 p.m. on:

- 1) Bulletin board located to the right of the front door at Town Hall, 320 Waketon Road, Double Oak, Texas
- 2) On the Town's website (<https://doubleoak.texas.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 Town Council considers the item.

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 eileen.kennedy@doubleoak.texas.gov for additional information.

* Backup attached

Proclamation

PUBLIC SERVICE RECOGNITION WEEK

May 1 - 7, 2022

WHEREAS: The Town of Double Oak is served every day by Public Servants who help keep our TOWN strong and prosperous and make it a wonderful place in which to live and work; and

WHEREAS: The Double Oak Municipality is made up of first responders, administration, municipal court, and countless volunteers; and

WHEREAS: Double Oak employees work hard at creating a sanctuary for its residents by preserving public safety and the health of our citizens; protecting our economic well-being by keeping a close eye on the financial resources of the Town; maintaining our streets, administering justice; and handling a host of other essential duties the public entrusts to them.

NOW, THEREFORE, LET IT BE KNOWN, that I, Mike Donnelly, Mayor of the Town of Double Oak, Texas by the virtue of the authority vested in me and on behalf of the Double Oak Town Council, in recognition of the town's Public Employees' spirit of service to this community, do hereby proclaim the week of May 1-7, 2022, as:

PUBLIC SERVICE RECOGNITION WEEK

in the Town of Double Oak and urge all citizens of Double Oak to join us in showing our appreciation to the town's Public Employees for the dedicated service they provide to our community every day.

In witness whereof, I have set my hand and the official seal of the Town of Double Oak, Texas to be affixed this the 2nd day of May 2022

Von Beougher, Mayor

Attest; Eileen Kennedy, Town Secretary

Proclamation

53rd ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK

May 1 - May 7, 2022

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies, and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations.

Whereas It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Von Beougher, Mayor of Double Oak, Texas, do recognize the week of May 1 through May 7, 2022, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Lynn Jones and Brian Shults and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 2nd day of May 2022

Mayor _____

Attest: _____

Proclamation

NATIONAL POLICE WEEK

May 15 - 21, 2022

Whereas, In 1962, President John F. Kennedy proclaimed May 15th as National Peace Officers Memorial Day and the calendar week in which May 15th falls, National Police Week, and

Whereas, National Police Week pays special recognition to those law enforcement officers who have lost their lives in the line of duty for the safety and protection of others, and

Whereas, it is important that our residents know and understand the problems, duties, responsibilities of their police departments and the necessity for cooperating with them in maintaining law and order, and

Whereas, The Town of Double Oak expresses our gratitude for the dedicated service and courageous deeds of law enforcement officers and for the contributions they have made to the security and well-being of our residents, and

Now, Therefore, I, Von Beougher, Mayor of Double Oak, do recognize the week of May 15 through May 21, 2022, as National Police Week, and further extend appreciation to our Double Oak Police Department and to all Police Departments for the services given by the men and women who, night and day, protect us through enforcement of our laws.

Dated this 2nd day of May 2022

Von Beougher, Mayor

Eileen Kennedy, Town Secretary

UNAPPROVED-NOT FOR PUBLICATION

STATE OF TEXAS
COUNTY OF DENTON
TOWN OF DOUBLE OAK

The Double Oak Town Council met in regular session at 7:00 p.m. April 18, 2022, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

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

Also in attendance were Town Secretary Eileen Kennedy, Building Permits/Public Services Coordinator Randall Anglin, and Police Chief Ruben Rivas.

Mayor Beougher called the meeting to order at 7:00 p.m.

Council Member Dent gave the invocation and Council Member Whisenhunt lead the pledge of allegiance to the American and Texas flags.

II. Citizen Comments

Connie Schoenrade, 203 Colonial Court, asked for the Roads & Drainage committee agendas and minutes be put on the website.

Phyllis Meyerson, 133 East View Court, as for more decorum from the audience during council meetings.

Paula Cotton, 170 High View Drive, voiced concerns regarding the contamination of the Old Willow Pond from the runoff from the Vickery property.

Pat Johnson, 160 Forest Park Drive, voiced concerns that Air B&B's/VRBO may be operating in Double Oak. Mr. Johnson commented that there are no regulations or ordinances in place addressing this.

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, and action on minutes of April 4, 2022.
2. Consideration on Joint Election Agreement and Contract for May 7, 2022, General Election services with Denton County

Motion Whisenhunt, second Parsons to approve the Consent Agenda as presented.

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

Motion Carried

IV. Mayor, Council Members and Staff reports:

2. Mayor and Council – Mayor Pro-Tem Garrett reported that the DOWC Pancake Breakfast and Easter Egg Hunt was a huge success.
3. Public Works - Code Enforcement – Animal Control – None
4. Administration – None
5. Public Safety– DOPD- None; DOVFD- None
6. Road and Drainage Committee–Dr. Gary Goodman, 131 Trailing Oaks, Chair of the Roads and Drainage committee reported the committee has been working on a list of roads to repair, drove the roads to review/rate, and list them in order of importance. Council Member Whisenhunt would like to see signs at Britain Road. Mr. Whisenhunt also commented that Toll Brothers should be held accountable for the water runoff from the Vickery property.

V. New business agenda (consideration and action):

8. Discussion, consideration, and action on a resolution nominating one member to the Board of Managers of the DENCO Area 9-1-1 District.

Motion Nelson, second Dent to approve a resolution nominating Jim Carter to the Board of Managers of the DENCO Area 9-1-1 District.

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

Motion Carried

9. Discussion on homestead exemption for elderly or disabled persons and homestead tax freeze for elderly or disabled persons

Town Treasurer Garrett reported she has been in conversation with the Denton County Tax office and may invite Michelle French, Denton County Tax Assessor/Collector to discuss the pros and cons of the tax freeze.

10. Discussion, consideration, and action on the Roads and Drainage recommendation for repairs to Brittain Lane that the \$2,700 quote is the best option.

Connie Schoenrade, 203 Colonial Court, addressed the council and asked about the timeframe to repair with the temporary fix and would like to see speed limits signs on the road.

Ginger Brittain, 35 Kings Road, asked the council how the contractor arrived at the quote to repair Brittain Lane and would like to see additional quotes. Ms. Brittain commented that this would be a 6 to 12 month fix and it did not address drainage.

Mayor Beougher mentioned that Jeff Crannell, the former Town's engineer, designed the road and recommended to repair as quoted. Council Member Dent said to repair the road and put it on the Roads and Drainage Committee's rotation. Council Member Whisenhunt wants to make sure the culvert is stable.

Motion Dent, second Nelson to repair Brittain Lane in an amount not to exceed \$3,500.

AYE: Dent, Whisenhunt, Nelson, Parsons, Garrett

NAY: None

ABSTAIN: None

Motion Carried

11. Council – staff announcements and comments:

Council Member Dent announced that Sherwin Williams in the Great Lakes Shopping Center is open and Braum's construction is proceeding.

- May 7, 2022, Municipal Election Day

The following candidates have filed for a place on the ballot:

COUNCIL MEMBER (3 SEATS)

Billie Garrett

Tim Bologna

Patrick Johnson

Jean Hillyer

Connie Schoenrade

- Town Hall will be an early voting site for the May 7, 2022, Municipal Election.

April 25 - 30	Monday - Saturday 8:00 a.m. – 5:00 p.m.
May 1	Sunday 11:00 a.m. – 5:00 p.m.
May 2 – 3	Monday - Tuesday 7:00 a.m. – 7:00 p.m.

12. Adjournment

With no further business to come before the Council, motion Whisenhunt, second Dent, the meeting was adjourned at 8:00 p.m.

Eileen Kennedy, Town Secretary

Von Beougher, Mayor

MONTHLY REPORT MARCH 2022

03/03: Patrol from 14:30 until 16:30. No activity

03/04: Patrol from 14:30 until 16:30. No activity.

03/07: Patrol from 10:00 until 12:00. No activity.

03/10: Patrol from 14:00 until 15:00.
Barking complaint @ 5509 Chinn Chapel Road. V/warning.

03/11: Lost dog reported 130 Oak Trail Drive. CSO.

03/15: Patrol from 11:30 until 14:30.
Dead wildlife initiated 6000 blk E. Kings Road. Disposed.
Welfare Concern 440 Cross Timbers. Unfounded.

03/19: Patrol from 14:30 until 17:30. No activity.

03/21: Patrol from 12:20 until 15:20. No activity.

03/22: Patrol from 09:40 until 11:40.
Dead wildlife initiated 600 blk Cross Timbers. Disposed.
Dead wildlife initiated 600 blk Cross Timbers. Disposed.

03/24: Sick wildlife reported 140 Maple Leaf Drive. Impounded.

03/25: Patrol from 09:30 until 12:30. No activity.

03/29: Patrol from 11:00 until 14:00. No activity.

03/30: Patrol from 09:30 until 12:30.
Dead wildlife initiated 170 E. Kings Road. Disposed.

SUMMARY

Total calls received:	7	By Double Oak residents:	3	Initiated by NTACA:	4
Animals impounded:	Dogs: 0	Puppies:	0	Cats:	0
		Kittens:	0	Other:	1
Deceased:	4				
Verbal Warnings issued:	1	Written Warnings issued:	0	Citations:	0

Road and Drainage Committee Recommendation to Town Council

April 18, 2022

The Road and Drainage Committee met on April 13, 2022, to craft this recommendation.

The committee's proposal for reconstruction/overlay in this FY is shown in the following table. Typically, the town has budget for one or two road reconstruction projects in most fiscal years

Road	RANK	Comments
Shady Oaks Dr	1	
Park Lane	2	
Timberview Dr	3	Use Chip and seal, or slurry
Shady Hills	4	
Brown Cliff Ct	5	
Green Ridge Dr.	6	10' off of Park Ln, do at same time as Park Ln
Oakview Dr	7	Repairs needed 301 to 201
Cross Timbers Dr	8	May have to reconstruct in sections
Lake Trails	9	No rating, added during meeting

For Crack sealing this FY, the top 11 roads are shown below. Committee proposes that as many of these as possible be Crack-sealed.

ROADS To CS in FY 2021 -2022

Road	Rating	RANK	
Park Lane	1.00	1	CS if not reconstructed in FY 2022
Ridge Briar	2.00	2	
Shady Hill	2.30	3	
Meadow Knoll Dr	2.45	4	
S Woodland Tr	3.13	5	
N Woodland Tr	3.33	6	
Trailing Oaks Dr	3.35	7	CS now in front of 140
Green Ridge Dr	3.67	8	
Oak Grove Cr	3.83	9	
Cross Timbers Dr	3.93	10	West end could use CS
Fox Trot Ln	4.60	11	

Regarding Brittain Lane, the committee's recommendation is to proceed with the recently discussed repairs of the depression at the East end, including any necessary repair of the culvert. We hope that Brittain Ln will then be usable for several years. We would also like to see signs to try to limit traffic on the lane.

Comment regarding Twin Lakes area: the roads there need to be re-slurried or crack sealed. They should have been on this list, but the plan is for all roads to be done together in the next FY.

Other things for the Town Council to consider are:

Culverts, headwalls, pot-holes, etc that need attention. Also any street or stop signs that are missing or needed.		
Road	Location	Comments
Kings Road	123	Metal rails (4) need reflectors so they can be better seen at night and in rain.
Lake Trails Drive		Need a street sign at Lake Trail Court (south crossing)

Respectively yours,
Gary Goodman, R&D Committee Chairman

**INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND
THE TOWN OF DOUBLE OAK POLICE AND VOLUNTEER FIRE DEPARTMENTS
FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM**

This Inter-Local Agreement ("Agreement") is entered into by and between the County of Denton, Texas ("the County") and the Town of Double Oak Police and Volunteer Fire Departments, Texas, a home-rule municipality, both entities being located in Denton County, Texas (collectively, the "Parties" or separately as a "Party"). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agencies are 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 these Agencies; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended "the Act" provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User Agency ("System") for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Double Oak Police and Volunteer Fire Departments wish to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Double Oak Police and Volunteer Fire Departments and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. DEFINITIONS

“Assignee” means the Agencies employee assigned to a specific Subscriber Unit.

“Communications System” or *“System”* means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“Coordinating Committee” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“Infrastructure Management Committee” means the committee that is responsible for the administration and operation of the Communications System.

“Subscriber Units” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“Talk Group” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“Technical Committee” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“User” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II. TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2021, and ending on the 30th day of September, 2022. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III. OBLIGATIONS OF TOWN OF DOUBLE OAK POLICE AND VOLUNTEER FIRE DEPARTMENTS

3.1 Double Oak Police and Volunteer Fire Departments shall use the System in accordance with this Agreement to provide integration of communications by Double Oak Police and Volunteer Fire Departments between its Users on the System for governmental operations.

3.2 When using the System, Double Oak Police and Volunteer Fire Departments shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Double Oak Police and Volunteer Fire Departments use the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Double Oak Police and Volunteer Fire Departments will also abide by the User rules of those Talk Groups.

3.3 Double Oak Police and Volunteer Fire Departments must provide a written request to the Denton County Radio System Manager ("System Manager") or his designee, to activate radios ("Subscriber Units") on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Double Oak Police and Volunteer Fire Departments are responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Double Oak Police and Volunteer Fire Departments are responsible for all programming of Agency-owned Subscriber Units.

3.5 Double Oak Police and Volunteer Fire Departments shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all Agency-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any Agency-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Double Oak Police and Volunteer Fire Departments, the Agencies shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the Agencies will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Double Oak Police and Volunteer Fire Departments shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the Agencies for the lack of interoperability between the Subscriber Units and the System if the Agencies fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV. OBLIGATIONS OF THE COUNTY

4.1 The County will allow Double Oak Police and Volunteer Fire Departments to use County provided Talk Groups, which are a primary level of communication for Users on the System ("Talk Group"), comparable to a channel on a conventional radio system, for the exclusive use of Double Oak Police and Volunteer Fire Departments. Talk Groups will be established for the Agencies by the County.

4.2 The System Manager will not activate radios on the Double Oak Police and Volunteer Fire Departments Talk Groups nor make changes to the Double Oak Police and Volunteer Fire Departments radios without first receiving authorization from the designated representative of the Agencies, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the Agencies; and
- (3) The operation, maintenance, and control of the System

V. FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit B** and **Exhibit C**, which are attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year's fees. The County will provide ninety (90) days' notice to Double Oak Police and Volunteer Fire Departments before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the Agencies on or before October 1st of each year. This amount is subject to change when the Agencies adds or

deletes the number of Subscriber Units in service. The Agencies must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the Agencies deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the Agencies shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI. PAYMENT DUE

6.1 The Agencies agree to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the Agencies add Subscriber Units or Talk Groups to the Service within a Term, the Agencies agree to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII. TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The Agencies shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the Agencies the pro-rated amount of the fees previously paid by the Agencies for the use of the System for the then current fiscal year.

VIII. RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER

PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

IX. IMMUNITY

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

X. ASSIGNMENT

The Agencies agree to retain control and to give full attention to the fulfillment of this Agreement. The Agencies cannot assign or sublet this Agreement without the prior written consent of the County. Further, the Agencies cannot sublet any part or feature of the work to anyone objectionable to Denton County. The Double Oak Police and Fire Departments also agree that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the Agencies from its full obligations to the County as provided by this Agreement.

XI. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between Denton County and Double Oak Police and Volunteer Fire Departments and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Double Oak Police and Volunteer Fire Departments. This Agreement may be amended only by written instrument signed by Denton County and Double Oak Police and Volunteer Fire Departments.

XII. NOTICES

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 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 Ruben Rivas	
Address	320 Waketon Rd.	
City, State, Zip	Double Oak, TX 75077	
Telephone	972-355-5995	
Email	Ruben.rivas@doubleoak.texas.gov	
Name of Agency:	Double Oak Volunteer Fire Department	
Contact Person	Chief Scott Whisenhunt	
Address	1110 Cross Timbers Dr.	
City, State, Zip	Double Oak, TX 75077	
Telephone	972-539-7683	
Email	scottwhiz@verizon.net	

XIII. AUTHORITY TO SIGN

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

XIV. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or

contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

XV. VENUE

This Agreement and 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. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

XVI. INTERPRETATION OF AGREEMENT

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

XVII. REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XVIII. SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

**SIGNED AND AGREED BY THE TOWN OF DOUBLE OAK POLICE AND FIRE
DEPARTMENTS, TEXAS:**

BY:

Ruben Rivas, Chief
Double Oak Police Department
320 Waketon Rd.
Double Oak, TX 75077
972-355-5995

Date: _____

Scott Whisenhunt, Chief
Double Oak Volunteer Fire Department
1110 Cross Timbers Drive
Double Oak, TX 75077
972-539-7683

Date: _____

Approved as to content:

Approved as to form:

Attorney for Agency

**APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON
COUNTY, TEXAS:**

BY:

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Date: _____

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit B
Denton County Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet

Agency:	Double Oak Volunteer Fire Department				
Payment Contact Person:	Eileen Kennedy				
Phone Number:	972-539-9464				
Email(s):	Eileen.kennedy@doubleoak.texas.gov				
Address:	320 Waketon Road				
City, State, Zip	Double Oak, TX 75077				
Agency Should Include this Worksheet with Each Payment Sent to Denton County.					
Make checks payable to:	Denton County				
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208				
Please select one of the following options:					
<u>Tier 1</u>			<u>Tier 3</u>		
Radio User <i>ONLY</i> - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
FD Radio Subscribers	34	\$0.00	FD Radio Subscribers	34	\$0.00
Total Amt Per Year =		<u>\$0.00</u>	Total Amt Per Year =		<u>\$0.00</u>
<i>BILLED ANNUALLY</i>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date

Exhibit C
Denton County Sheriff's Office
Radio Communications System Agreement
Agency Payment Worksheet

Agency:	Double Oak Police Department				
Payment Contact Person:	Eileen Kennedy, Town Secretary				
Phone Number:	972-539-9464				
Email(s):	Eileen.kennedy@doubleoak.texas.gov				
Address:	320 Waketon Road				
City, State, Zip	Double Oak, TX 75077				
Agency Should Include this Worksheet with Each Payment Sent to Denton County.					
Make checks payable to:	Denton County				
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Auditor 1 Courthouse Drive, Ste 2000 Denton, Texas 76208				
Please select one of the following options:					
<u>Tier 1</u>			<u>Tier 3</u>		
Radio User <i>ONLY</i> - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
PD Radio Subscribers	16	\$768.00	PD Radio Subscribers	16	\$1,152.00
Total Amt Per Year =		<u>\$768.00</u>	Total Amt Per Year =		<u>\$1,152.00</u>
<u>BILLED ANNUALLY</u>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date



Quote For:

**Double Oak Police Department
Attn: Brian Shults**

Reference:

Double Oak PD (TX) (12) V300_ELC UPGRADE_BuyBoard 648-21

Quote By:

**WatchGuard Video / Motorola Solutions
Michelle Oleari**

Date: 04-19-22

Serving Law Enforcement with the Most Compelling, Quality Video Products

Motorola Solutions

415 E. Exchange
Allen, TX 75002
(P) 800-605-6734 (F) 212-383-9661

**MOTOROLA SOLUTIONS****Prepared For:**

Double Oak Police Department - Attention: Brian Shults
Double Oak PD (TX) (12) V300_ELC UPGRADE_BuyBoard 648-21

QUOTATION - WMO-0414-13**DATE: 04-19-22**

Deliverables / Materials / Services	Qty	Sell Price	Amount
V300, WiFi/Bluetooth Wearable Camera, with Magnetic Chest Mount BW-V30-10-- V300, WiFi/Bluetooth Wearable Camera Magnetic Chest Mount	12	\$950.00	\$11,400.00
Warranty, V300 1st Year (Months 1-12) Included WGW00300-001	12	\$0.00	\$0.00
Evidence Library Server Migration for Existing customers WGW00166-100	1	\$600.00	\$600.00
Evidencelibrary.com, Software and Hosting, Actual Usage Assigned, Annually per device WGC01004	12	\$295.00	\$3,540.00
Evidencelibrary.com, Software and Hosting, Actual Usage Shared, Annually per device WGC01005	5	\$395.00	\$1,975.00
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh WGP02614	12	\$99.00	\$1,188.00
V300 Transfer Station II with Power Supply and Cables. BW-ACK-V3-TS V300 Transfer Station II TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB includes kit with Power Supply and Cables.	1	\$1,300.00	\$1,300.00

V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch.	5	\$530.00	\$2,650.00
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IV-ACK-BD-V3---

V300 WiFi In-car Radio Base Bundle

WiFi Charging Radio Base

Smart PoE Switch

Cables and Brackets

Configured Wireless Kit, Drill Mount *Must purchase Smart PoE	5	\$0.00	\$0.00
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IV-ACK-WF-C--DM

Configured Wireless Kit, 4RE In-Car

Radio, Antenna

Drill Mount

Rack Server Upload Appliance EvidenceLibrary.com 60 Concurrent Devices	1	\$4,500.00	\$4,500.00
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IV-SU-1U-60--16

Server, Upload Appliance, 1U, EvidenceLibrary.com, 60 Concurrent Devices

5 Year Warranty

Quick Start Software Installation Service; Remote Install, Training, Configuration, Project Management, Consultation	1	\$1,500.00	\$1,500.00
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WGW00122-410

Shipping - BWC Unit	13	\$0.00	\$0.00
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FRT-BWC-01

Freight delivery for each Body Worn Camera Unit

Cable, WiFi Vehicle Antenna Mount, Magnetic, 12' long **PLEASE SEND THESE INSTEAD OF DRILL MOUNT**	5	\$0.00	\$0.00
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WGP01394-003

Total Price	\$28,653.00
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Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.

5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. UNLESS OTHERWISE NOTED IN THIS QUOTE / ORDER, INSTALLATION OF EQUIPMENT IS NOT INCLUDED
7. If you would like to move forward with this purchase, please provide a PO or a Letter of Funding Available for purchase

Quoted by:

Michelle Oleari - Customer Engagement Representative - 469-342-8917 - michelle.oleari@motorolasolutions.com



Texas Bit



PROPOSED CHANGE ORDER # 3

OWNER: City of Double Oaks
attn: Steve Templer

PROJECT: 381296

DATE: April 8, 2022

DESCRIPTION OF CHANGE AND/OR EXTRA WORK: CHANGE ORDER MISC HMA REWORK

ADD:	Description	Quantity	Unit	UNIT PRICE	AMOUNT
	Alternate - Full Depth Repair	120.00	SY	\$ 104.00	\$ 12,480.00
	Variable Depth Mill/2 Overlay	159.00	SY	\$ 20.18	\$ 3,208.62
	Re-Mobilization (Mill & Paving Spread)	1.00	LS	\$ 2,500.00	\$ 2,500.00
	Fog Seal (No Cost)	5,667.00	SY	\$ -	\$ -

DEDUCT:	Description	Quantity	Unit	UNIT PRICE	AMOUNT
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Change Order Add	\$	18,188.62
Change Order Deduct	\$	-
Total Change Order Amount =	\$	18,188.62

All other items and conditions of our contract with you remain the same and this order is made a part thereof.

Kindly signify your acceptance and approval of this agreement by signing and returning to us the enclosed copy.

ACCEPTED BY OWNER:

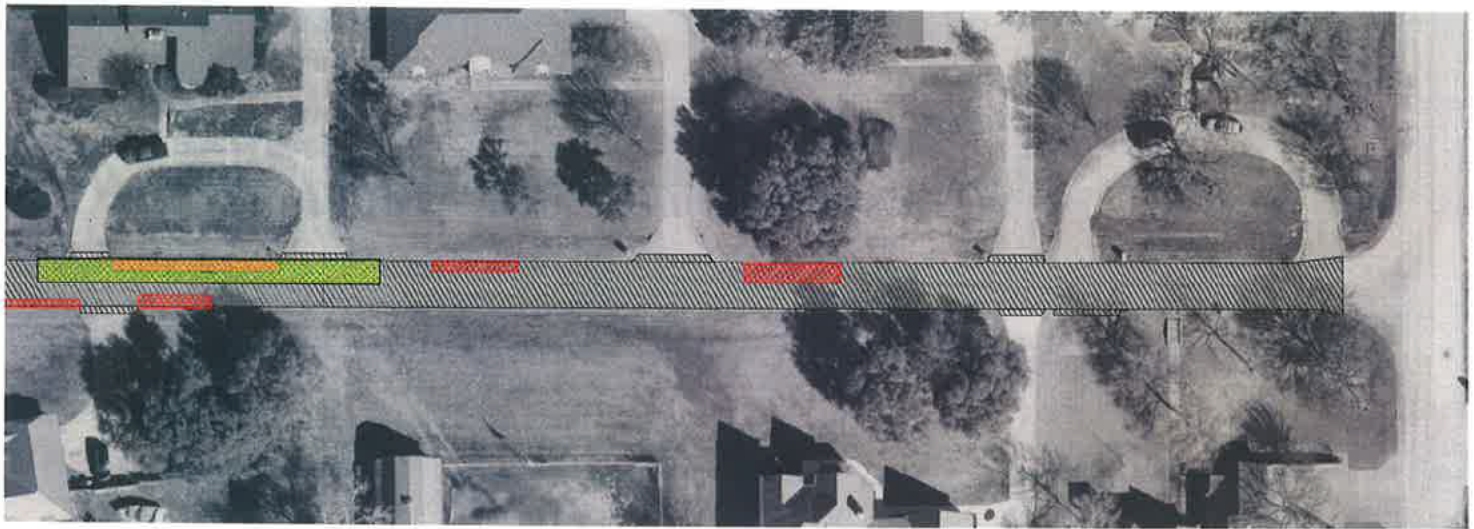
By: _____
Date: _____

Submitted By:

Texas Bit
Texas Materials Group, Inc- a CRH Company

By: Colin Tinsley

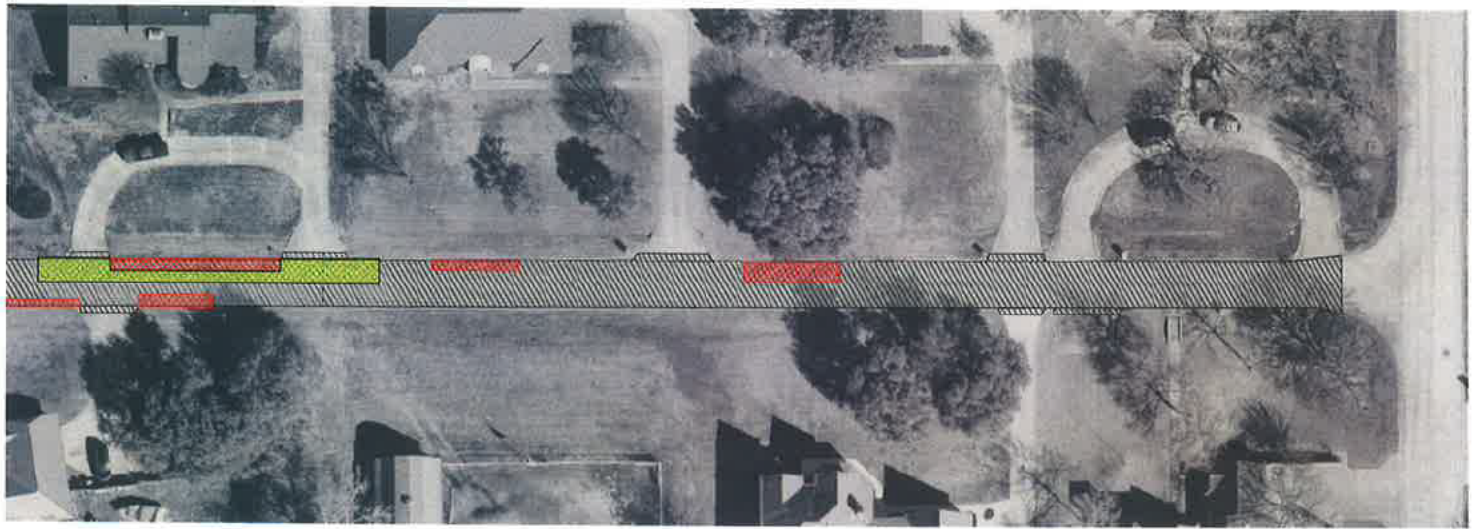
Colin S Tinsley
Estimator/PM
colin.tinsley@texasbit.com



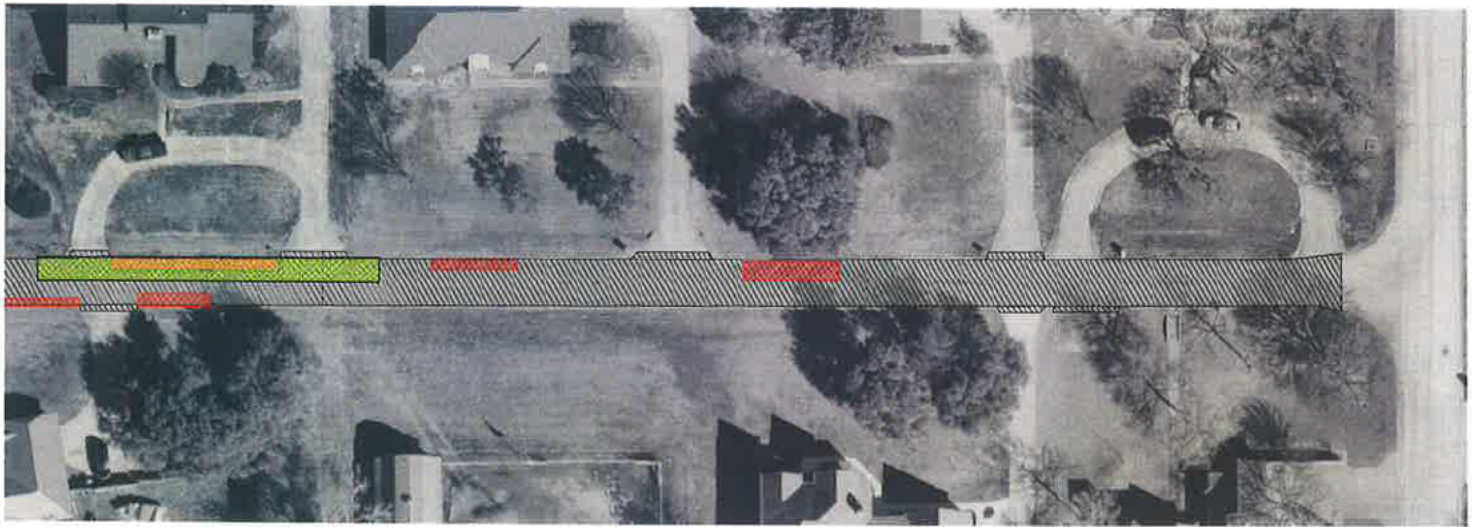
STEP #1: Mill 2" @ 159 SY (MILLING 2" OFF TOP OF PREVIOUS PATCH - 39 SY)



STEP #2: Mill 8" @ 120 SY (NOT MILLING PREVIOUS PATCH - 39 SY)



STEP #3: Pave 8" @ 120 SY (NOT PAVING PREVIOUS PATCH - 39 SY); MULTI LIFT PATCH (TY B HMA)



STEP #4: Pave 2" @ 158 SY (TY D HMA)

Item 315

Fog Seal



1. DESCRIPTION

Apply an emulsified asphalt and water mixture as an aggregate loss preventative or surface seal.

2. MATERIALS

Use emulsified asphalt of the type and grade shown on the plans that meet the requirements of Item 300, "Asphalts, Oils, and Emulsions." Provide water in accordance with Article 204.2., "Materials."

Use a quantity of emulsified asphalt in the mixture, expressed as a percentage of total volume, which meets the percentage shown on the plans or directed.

TxBIT Plans to Utilize a CSS-1H (ERGON SAGINAW)

3. EQUIPMENT

Provide applicable equipment in accordance with Article 316.3., "Equipment." Furnish the necessary facilities and equipment for determining the temperature of the mixture, regulating the application rate, and securing uniformity at the junction of 2 distributor loads.

4. CONSTRUCTION

Apply the mixture when the air temperature is at or above 60°F, or above 50°F and rising. Measure the air temperature in the shade away from artificial heat. The Engineer will determine when weather conditions are suitable for application.

The Engineer will select the application temperature within the limits recommended in Item 300, "Asphalts, Oils, and Emulsions." Apply the material within 15°F of the selected temperature but less than the maximum allowable temperature.

Distribute material at the rate shown on the plans or as directed.

Open the treated surface to traffic when directed. Furnish and uniformly distribute clean, fine sand on the surface to blot the excess when an excessive quantity of asphalt is applied. Maintain ingress and egress as directed by applying sand to freshly sealed areas.

5. MEASUREMENT

This Item will be measured by the gallon of emulsified asphalt used in the emulsified asphalt and water mixture.

6. PAYMENT

The work performed and the materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Fog Seal" of the type and grade specified. This price is full compensation for materials, equipment, labor, tools, and incidentals. Blotter sand will not be paid for directly but will be subsidiary to this Item.