



DOUBLE OAK

Town of Double Oak  
Town Council –Public Meeting

Double Oak Town Hall  
320 Waketon Road, Double Oak  
TX 75077

Tuesday, January 18, 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.”*

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 December 6, 2021. \*

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 ordinance of the Town Council of the Town of Double Oak, Texas, ordering a general election to be held on May 7, 2022 for the purpose of electing three (3) council members at large; providing for the publication and posting of notices; providing for early voting; providing for

the appointment of elections administrators and judges; providing a severability clause; and providing an effective date.

Presentation: Town Secretary Eileen Kennedy

8. Discussion, consideration, and action on a franchise agreement between the Town of Double Oak and Cross Timbers Water Supply Corporation

Presentation: Town Secretary Eileen Kennedy

9. Discussion, consideration, and action on payment to Tyler Technologies for Incode Court Suite in the amount of \$11,571 with an annual maintenance fee of \$1,494.

Presentation: Assistant Town Secretary Lynn Jones

10. Discussion, consideration, and action on the purchase of a Motorola car camera for the police department in the amount of \$5,895.

Presentation: Police Chief Ruben Rivas

11. Discussion, consideration and action on Change Order Number 1 and 2 for Double Oaks Drive to cover the cost of sealing the separation joints on the existing 60" RCP and rebuilding the road base over the pipe, additional asphalt for road base repair and related items.

Presentation: Mayor Beougher

12. Cybersecurity training with Datamax.

Presentation: Datamax staff

13. Council – staff announcements and comments:

- Cassandra Gaines celebrated her 1-year anniversary with Double Oak on January 4
- Ruben Rivas celebrated his 16-year anniversary with Double Oak on January 6.
- Lynn Jones will celebrate her 8-year anniversary with Double Oak on January 20
- May 7, 2022, Municipal Election Day

Terms expiring are Council Members Billie Garrett, Anita Nelson and Joe Dent.

First day to file for a place on the ballot is January 19, 2022

Last day to file is February 18, 2022

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, January 14, 2022, 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.texas.gov>)



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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 [eileen.kennedy@doubleoak.texas.gov](mailto:eileen.kennedy@doubleoak.texas.gov) for additional information.

\* Backup attached

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. December 6, 2021, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

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

Mayor Pro-Tem Billie Garrett was absent. Also in attendance were Town Secretary Eileen Kennedy, and Police Chief Ruben Rivas.

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

Council Member Dent gave the invocation and Deputy Mayor Pro-Tem Nelson lead the pledge of allegiance to the American and Texas flags.

II. Citizen Comments

David Graham, 411 Simmons, mentioned some companies, Winston Services and Safe Built, that contract for town inspections.

Pam Graham, 411 Simmons, asked the council to consider voting for Nancy Koket to the Denton County Appraisal District Board of Directors.

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 November 15, 2021.

Motion Parsons, second Nelson to approve the minutes of November 15, 2021, as written.

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

Motion Carried

IV. Mayor, Council Members and Staff reports:

2. Mayor and Council – Mayor Beougher commented on the work Steve Koehler and Bill Izor had done since December 1<sup>st</sup>.
3. Public Works - Code Enforcement – Animal Control – Mayor Beougher said he would be driving the town with Bill Izor checking on issues.
4. Administration – None
5. Public Safety– DOPD-Chief Rivas announced the hiring of a new police officer, John Mestas and new crossing guard, Vicki Leinweber.

DOVFD- Santa run will be on Sunday, December 12.

6. Road and Drainage Committee– The overlay and missing of Double Oaks Drive will not start until the first week of January. The pre-con meeting will be at 9:00 a.m. on December 7. The Mayor reported the culverts and headwalls were poured today. The north side in the Flower Mound portion of Waketon Road will be poured December 16-17. The relocation of the water line in Double Oak will take place December 19 or 20. The contractor has requested Waketon Road be closed during this time.

V. New business agenda (consideration and action):

7. Discussion, consideration, and action on a resolution authorizing the preparation and submission of a grant with the Office of the Governor, Public Safety Office, Criminal Justice Division for body camera and associated components.

Motion Parsons, second Dent to approve a resolution authorizing the preparation and submission of a grant with the Office of the Governor, Public Safety Office, Criminal Justice Division for body camera and associated components.

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

Motion Carried

8. Discussion, consideration, and action on a resolution agreeing to accept a grant from with the Office of the Governor, Public Safety Office, Criminal Justice Division for body camera and associated components.

Motion Parsons, Nelson second to approve a resolution agreeing to accept a grant from with the Office of the Governor, Public Safety Office, Criminal Justice Division for body camera and associated components.

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

Motion Carried

9. Discussion, consideration, and action on a resolution casting 3 votes for the Denton CAD Board of Directors.

Motion Parsons, Nelson second to cast votes for the following to the Denton CAD Board of Directors:

Alex Buck  
Tom Heslep  
Nancy Koket

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

Motion Carried

10. Discussion, consideration, and action on an application to the Information Technology Committee.

Motion Parsons, second Nelson to appoint Jean Hillyer to the Information Technology Committee.

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

Motion Carried

11. Council – staff announcements and comments:

- DOVFD Santa Around Town will be Sunday, December 12 starting at noon.
- May 7, 2022, Municipal Election Day

Terms expiring are Council Members Billie Garrett, Anita Nelson and Joe Dent.

First day to file for a place on the ballot is January 19, 2022  
Last day to file is February 18, 2022.

12. Adjournment

With no further business to come before the Council, motion Whisenhunt, Nelson second, the meeting was adjourned at 7:54 p.m.

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Eileen Kennedy, Town Secretary

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Von Beougher, Mayor

1-11-2022



<b>Double Oak, TX</b>		1911-1016-1650		
<b>Location</b>	<b>Issue</b>	<b>Date</b>	<b>Notes/Completion</b>	
<b>January/February</b>				
1) 440 Cross Timbers	Animals/Roosters/Dogs		Waiting for Almond Door \$625. Probably Feb	
2) Town Hall	New Garage Door		Garrison fixed 12-21	
3) Town Hall	Broken Light out by street	21-Dec	Working with Pac Waste & Cruze Environmental	
4) Town Hall	Septic leak		Taken Down	
5) Trock	Sign in Front of his house	22-Dec	Taken Down	
6) Town Hall	Re Stripe Fire lanes & Handicap		working	
7) Town Hall	4 new Low Flow ADA Toilets		Estimated cost \$1800	
8) 130 Meadow Knoll	Tree Roots Breaking up Road		1-2 Tree will make recommendation	
9) 135 Hawk Crest	Drainage & Culvert Issue		Bid from Jeff	
10) West Carruth	Drainage & Culvert Issue		Bid from Jeff seems high. Getting 2nd bid	
11) Misc. Intersections & Kings RD	Back fill low spots by roads-ongoing		Free dirt from Braums-Ongoing	
12) Town Hall	Changed all 6 air furnace filters	23-Dec		
13) Town Hall	Drinking Fountain	4-Jan	Clean & Service drinking fountain	
14) Town Hall	Need New Truck-Tires		Garrison Electric Working	
15) Town Hall	Change light fixture, Replace Fan		Ongoing	
16) Misc. Locations	Slurry Seal		Getting 3 Bids	
17) Britian Road Repair	Bricks have sunk			
18) Town Hall				
19)				
20)				
D. O. DR, Carruth, Britain & Hawk Crest	Drainage & Culverts		All Out Concrete, GROC Concrete & DO Concrete- Bids	
Town Hall	Duct work, Halo System, Move Thermostat		Performace Air 214-632-6466	
Town Hall	Fan & Lighting work		Garrison Electric	
Performace Air 214-632-6466				
All OutConcrete 940-600-2934				
Overhead Door 214-676-1810				
GROC Concrete 682-518-4145				



**Double Oak, TX**

1911-1016-1650

**November/ December**

<b>Location</b>	<b>Issue</b>	<b>Date</b>	<b>Notes/ Completion Date</b>
1) Simmons	Trim By Stop Sign	1-Dec	completed
2) Simmons	Trim By Yellow Sign	1-Dec	completed
3) Kings Rd at Flower Mound Corner	Patch Pot Hole	17-Nov	Completed Nov-17
4) Highway & Cross Timbers	Bent Stop Sign	3-Dec	Fixed
5) Kings Road	Trash dumped on N Side of Road	16-Nov	Cleaned up and put in City Trash & Recycle Cans Nov-16
6)Town Hall	Broken Spot Light on Flag Pole	1-Dec	Helped Garrison Electric repair and replace
7) Town Hall	Sewer Smell in lobby		Seems to have dissipated
8)Carruth Lane	Culvert/Drainage Issue		Met with Jeff at DO Concrete to discuss options
9) DO Drive, Park & Woodland	Culvert & Drainage issues		Bid due 12-12
10) 130 Timberview	Pot Holes	29-Nov	Patched 4 potholes
11) Kings Rd	Branches Down	29-Nov	Cleaned up
12) Kings Road	Road Patch	1-Dec	completed
13) Town Hall	Brush Pile		Bowden to pick up Dec 2
14) Town Hall	Get truck inspected	1-Dec	Truck inspected & got New wiper Blades
15) Kings & N Woodland	Pot Hole	2-Dec	completed
16) 440 Cross Timbers	Animals/ Roosters/ Dogs		Pending
17) Concession Building	Needs organization		Ongoing
18) Town Hall	Fix Locks		Need Batteries
19) 205 Colonial CT	Low Tree Branch		Pending
20) Villa Creek Lane	Need Gravel	6-Dec	Completed
21) 114 Royal Oaks	Sunken Bricks in Road		not a priority
22) Kings & Shiloh	Illegal Sign	3-Dec	Taken Down
23) Town Hall	Need new Garage Door		Overhead Door Put off till Feb. No Almond Doors \$625
24)Town Hall	Sprinkler/Septic Leak		Contacted Pac Waste Water. Meeting this week
25)N Woodland & Shady Hill	No Street Signs		Contacted Steve Koehler
26) Park & Double Oak Dr	No Street Signs		Contacted Steve Koehler
27) Meadow Knoll & Valley View	Small Pot Hole	3-Dec	Completed
28)Tanglewood & Cross Timbers	Bad Ditch & No street Signs		Contacted Steve Koehler
29) Town Hall	Hook up Computers	7-Dec	Drilled hole & got bracket, Brian Hooked up
30) City Streets	Clean up after storm	6-Dec	Completed
31) Plantation Road	Low Branches	9-Dec	Branches were over 12" High per town ordinances
32) Town Hall	Straighten street light at town Hall	8-Dec	Dug out under light pole and corrected the issue
33) 135 Hawk Crest	Drainage and culvert issue	8-Dec	Jeff Getting bid on 12-12-20

34) Britten Road	Sunken road			
35) Town Hall	Old Transformer	10-Dec	Co Serve changed out	
36) Town Hall	Dead Branches need to be trimmed	21-Dec	Meeting with 12 Tree 12-14 - Rec. Bid	
37) 140 Park Lane	Questions re ponies. Questions re Chickens	12/8&15	Property is less than 1 acre, Chickens OK	
38) Kings Road	Pot hole & cracks	13-Dec	Phase 1 completed 12-13	
39) Kings Road	Smoldering Brush pile 7 Days	12/13/12-1	1)Visited site with Bob Bowen. 2)Took FD out to put it out	
40) Town Hall	Need 3 no Touch Toilets		Estimated cost \$1800 installed	
41) Town Hall	Septic sprinklers		Met with Patrick at Pac Waste. \$600 to fix problem	
42) Tanglewood & Cross Timbers	Patch north east side	13-Dec	6 bags Cold Patch	
43) 140 Park	Ponies &Chickens	14-Dec	Completed	
44) Rancho Vista & Oak View	Large Sign T Rock		Active work being done, sign is OK	
45) 533 Kings	New Roof, No Permit	15-Dec	Made Builder get permit	
46) Forrest Oak & Oak Trail	Pot hole & cracks			
47) Kings Road	Back Fill side of road/ Erosion Control	Dec.12-15	Completed	
48) Town Hall	Boy Scout project, clean up front beds	23-Dec	Work set for 12-23	
49) Town Hall	Re Paint Fire Lane strips			
50) 30 MeadowKnoll	Tree roots breaking up the road			
51) Lake Trail & Greenbriar, Lk Tr CT	No street signs or Stop Signs		Ordered with Steve	
52) Chin Chapel & Chapel Hill	Need no outlet sign		Ordered with Steve	
53) Town Hall	Had truck serviced. Done done for 3 years	21-Dec		

# MONTHLY REPORT DECEMBER 2021

- 12/01: Private trap service #4 Victory Lane. Relocated.  
Dead wildlife initiated 400 blk Kings Road. Removed.
- 12/02: Patrol from 09:15 until 11:15. No activity.
- 12/04: Patrol from 09:20 until 11:20. No activity.
- 12/07: Patrol from 10:00 until 12:00.  
Rabies exposure reported 108 W. Carruth Lane. Report.
- 12/09: Patrol from 08:50 until 10:50.No activity.
- 12/10: Patrol from 09:00 until 11:00. No activity.
- 12/13: Patrol from 14:00 until 16:00.  
Nuisance wildlife reported at 110 Royal Oaks. CSO.
- 12/14: Patrol from 08:20 until 10:20. No activity.
- 12/15: Patrol from 14:00 until 16:00. No activity.
- 12/22: Patrol from 13:15 until 15:15. No activity.
- 12/23: Patrol from 08:15 until 10:15. No activity.
- 12/24: Patrol from 14:05 until 16:05. No activity.
- 12/26: Patrol from 16:00 until 18:00. No activity.
- 12/28: Patrol from 13:45 until 15:45. No activity.
- 12/30: Patrol from 13:00 until 15:00.  
Animal Bite reported 235 Shady Hill. Report.
- 12/31: Patrol from 09:00 until 11:00. No activity.

## SUMMARY

Total calls received: 5      By Double Oak residents: 4      Initiated by NTACA: 1  
Animals impounded: Dogs: 0      Puppies: 0      Cats: 0      Kittens: 0      Other: 0      Deceased: 1  
Verbal Warnings issued: 0      Written Warnings issued: 0      Citations: 0

# MONTHLY REPORT NOVEMBER 2021

- 11/01: Patrol from 10:45 until 12:45. No activity.
- 11/02: Patrol from 15:00 until 17:00.  
Wildlife in trap at #4 Victory Lane. Relocated.
- 11/04: Patrol from 14:00 until 16:00.  
Nuisance wildlife reported at 106 Royal Oaks Drive. Trap set.  
Wildlife in trap at #4 Victory Lane. Relocated.
- 11/08: Patrol from 15:00 until 17:00.  
Wildlife in trap at #4 Victory Lake. Relocated.
- 11/10: Wildlife in trap at #4 Victory Lane. Relocated.
- 11/11: Patrol from 15:00 until 17:00. No activity.
- 11/12: Patrol from 12:30 until 14:30.  
Dead wildlife 500 blk Kings Rd. Removed.
- 11/14: Wildlife in trap at #4 Victory Lane. Relocated.
- 11/15: Patrol from 14:05 until 16:05. No activity.
- 11/17: Patrol from 08:30 until 10:30. No activity.
- 11/18: Patrol form 09:00 until 11:00. No activity.
- 11/20: Contact resident 6110 Pepperport Ln. regarding pet medical issue. CSO.  
Stray dog confined at the PD. Impounded.
- 11/21: Patrol from 11:00 to 13:00.  
Wildlife in trap at 110 Meadow Knoll Drive. Relocated.
- 11/22: Nuisance wildlife reported at 130 High Oak Drive. CSO.  
Impound return at 331 Waketon Road. V/Warning.
- 11/23: Patrol from 08:30 until 10:30. No activity.
- 11/25: Patrol from 10:10 until 12:10. No activity.

## SUMMARY

Total calls received: 12    By Double Oak residents: 11    Initiated by NTACA: 1  
Animals impounded: Dogs: 1    Puppies: 0    Cats: 0    Kittens: 0    Other: 0    Deceased: 1  
Verbal Warnings issued: 1    Written Warnings issued: 0    Citations: 0

**ORDINANCE NO. 22-01**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 7, 2022 FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS AT LARGE; PROVIDING FOR THE PUBLICATION AND POSTING OF NOTICES; PROVIDING FOR EARLY VOTING; PROVIDING FOR THE APPOINTMENT OF ELECTIONS ADMINISTRATORS AND JUDGES; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Double Oak, Texas, herein determines that it shall call a general election to elect three council members at large for two-year terms each; and

**WHEREAS** the Town Council hereby calls for a general election to be held on May 7, 2022, in accordance with State law. Now, Therefore,

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS:**

**SECTION 1.** That a general election is hereby ordered to be held in the Town of Double Oak, Texas on the 7th day of May 2022, the same being the first Saturday of said month, for the purpose of electing three council members, all of whom shall be elected at large, each to serve for two-year terms. The candidates receiving the highest number of votes cast shall be elected for two-year terms.

**SECTION 2.** The polling place for said election shall be determined by the County Elections Administrator. The polls shall be open from 7:00 a.m. to 7:00 p.m. None but legally qualified voters of the Town shall be entitled to vote at said election.

**SECTION 3.** Notice of said election shall be published once in the official newspaper of the Town not earlier than the 30<sup>th</sup> day before Election Day, and not later than the 10<sup>th</sup> day before Election Day. Such notice shall also be posted on the bulletin board used to publish notice of the Town Council meeting not later than the 19<sup>th</sup> day before Election Day.

**SECTION 4.** A copy of the published notice that contains the name of the newspaper and the date of the publication shall be retained as a record of such notice, and the person posting the notice shall make a record at the time of posting stating the date and place of posting and deliver a copy of each notice posted to the Mayor of the Town of Double Oak after the last posting is made.

**SECTION 5.** The elections shall be conducted in accordance with an interlocal agreement between the Town and the Denton County Elections Administrator. The County Elections Administrator shall appoint an Election Judge and an Alternate Presiding Election Judge shall be appointed, to serve at the polling place during the election. The Alternate Presiding Judge shall serve as Presiding Judge if the regularly appointed Presiding Judge cannot serve and where the election is conducted by the regularly appointed Judge, the Presiding Judge shall appoint the Alternate Presiding Judge as one of the clerks.

**SECTION 6.** That an early voting ballot board is hereby created. The Presiding Election Judge shall also serve as the Presiding Judge of the early voting ballot board. The other members of the early voting ballot board shall be appointed by the Presiding Judge in the same manner as the Presiding Election Judge appoints election clerks. All judges and clerks appointed by the Presiding Election Judge shall be qualified voters in the Town. The County Elections Administrator shall be the Early Voting Clerk for said election. Early voting polling locations for the above designated election shall be determined by the County Elections Administrator and said place of early voting shall remain open on each day of early voting which is not a Saturday, Sunday or legal State holiday, beginning on or before the 12<sup>th</sup> day before the Election and continuing through the 4<sup>th</sup> day preceding the date of said election.

**SECTION 7.** After holding the election, the Presiding Election Judge shall promptly deliver the original of the election returns in person to the Mayor or if the Mayor is unavailable, to the Town Secretary. The Town Secretary shall present the returns to the Town Council for the canvassing of said election. The canvass of said election returns shall be conducted by the Town Council not earlier than the 3<sup>rd</sup> day nor later than the 11<sup>th</sup> day after the election.

**SECTION 8.** Should any part, section, subsection, paragraph, sentence, clause, or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

**SECTION 9.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provides.

**DULY PASSED** by the Town Council of the Town of Double Oak, Texas, on the 18th day of January, 2022.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
TOWN SECRETARY

APPROVED AS TO FORM:

      /S/        
TOWN ATTORNEY



STATE OF TEXAS       §  
  §  
COUNTY OF DENTON §

**FRANCHISE AGREEMENT**

This Contract (“Contract”) is entered into by and between the Town of Double Oak, Texas, (“Town”) and Cross Timbers Water Supply Corporation (“CTWSC”) acting by and through their authorized representatives.

**W I T N E S S E T H:**

**WHEREAS**, the Town of Double Oak Town Council finds that the Cross Timbers Water Supply Corporation ("CTWSC") is using the Town of Double Oak's easements, right-of-ways, roads, or streets of the Town without a franchise, and without making any payment for the use of the Town of Double Oak’s easements, right-of-ways, roads, or streets;

**WHEREAS**, the Town of Double Oak has determined that, in order to maintain the fiscal integrity of the Town, a franchise fee must be imposed upon the CTWSC for use of utility easements, right-of-ways, and roads or streets of the Town, and

**WHEREAS**, the Town of Double Oak Town Council has determined that the imposition of a franchise fee on CTWSC is in the best interests of the citizens of the Town of Double Oak,

**NOW THEREFORE**, in consideration of the mutual agreements and covenants contained herein, the parties agree as follows:

**GENERAL PROVISIONS**

SECTION 1. GRANT OF FRANCHISE:

Subject to the provisions of the laws of the State of Texas, including any future laws or Contracts, and subject to the provisions of this grant, a non-exclusive franchise is granted to the Cross Timbers Water Supply Corporation, ("CTWSC"), its successors, transferees, and assigns, for a period beginning the 1st day of October, 2021 and ending the 30<sup>th</sup> day of September, 2026, to supply, sell, distribute, and furnish potable/domestic water to the Town and its inhabitants by constructing, operating, and maintaining a water transmission and distribution system including all necessary appurtenances thereto ("System"), along and under the utility easements, right-of-ways, streets, roads, avenues, lanes, alleys, and bridges (hereinafter called "thoroughfares"), of the Town.

SECTION 2. NON-EXCLUSIVE FRANCHISE:

Franchise rights and privileges extended by this grant are not exclusive, and the Town retains the right and power to grant to any other person, firm, or corporation, and other water companies, franchise rights and privileges to its streets, highways, and public places as it deems best, or chooses to grant.

### SECTION 3. DUTIES OF CTWSC:

(A) Non-Interference:

The system shall be constructed and maintained so as to interfere as little as possible with traffic. If during the course of CTWSC's construction, operation, or maintenance of the Water Transmission System there occurs a disturbance of any street, road right-of-way, alley, easement, public way, or thoroughfare by CTWSC, it shall, at its expense, replace and restore such street, road right-of-way, alley, easement, public way, or thoroughfare to a condition comparable to the condition of the street, road right-of-way, alley, easement, public way, or thoroughfare existing immediately prior to such disturbance, and in accordance with all applicable contracts or agreements, including any contract or agreement which may be adopted after the date of this Agreement, as well as any applicable laws and regulations.

(B) Construction Standards and Service:

CTWSC herein, its successors and assigns, shall construct, install, and maintain its water lines and water transmission systems in a good and workmanlike manner in accordance with all applicable federal and state regulations. The CTWSC shall furnish its customers in the Town of Double Oak, Texas, with good, sufficient, and prompt service in all respects considering all circumstances. The water transmission system shall not unreasonably endanger or interfere with the safety of persons or property in the service area. Such service, however, shall be subject to such reasonable rules and regulations as the CTWSC may promulgate.

(C) Building Permit or Certificate of Occupancy Required:

CTWSC shall not establish water service to any property or structure within the corporate limits of the Town unless and until a valid Building Permit, Certificate of Occupancy, or a Change of Occupancy Permit has been issued by the Town's Building Official, or the Town shall state in writing that no permit or certificate is required. Upon the termination, revocation or suspension of a certificate of occupancy, and at the request of the Town, water service to any property or structure within the Town shall be suspended.

(D) Records and Reports:

During the period of the franchise, the books and records of CTWSC shall contain records of the CTWSC's revenues in, or from the Town's territorial limits. CTWSC shall furnish the Town with an annual report and make the books and records available for inspection or audit by the Town at the CTWSC's general office at all reasonable times. CTWSC shall promptly furnish to the Town a copy of each annual report filed by the CTWSC with the Texas Commission on Environmental Quality and any other state regulatory agency during the period of this franchise.

(E) Indemnification:

In the construction, installation, repairing, operation, and maintenance of all transmission lines, apparatus, and appliances and other facilities for the distribution of water, CTWSC shall use reasonable care to avoid damage or injury to persons or property. CTWSC shall indemnify, save, hold harmless, and defend the Town, its elected and appointed officials, and its employees, from all such property damage, bodily injury, accidental death or expense to the extent caused by the activities of CTWSC, its officers, agents, subcontractors, and employees in the connecting, installing, operating, repairing and maintaining of any of its facilities, or in excavating the public streets and highways or public ground of the Town, including the paving, repaving, or repairing of any of the public streets, highway or public property of the Town. Neither the Town nor CTWSC waive any immunities, sovereign, official or otherwise, that each may have or assert. The foregoing indemnification provision shall not be construed to grant or confer any rights to any third person not a party to this Agreement.

(F) Insurance:

CTWSC shall maintain at its own cost and expense during the term of the franchise, commercial general liability insurance with a Texas admitted insurance company with an A.M. Best key rating of at least A or better. Insurance coverage in a minimal amount of \$500,000.00 to \$1,000,000.00 will be kept in force during the term of the franchise granted herein. The Town shall be named as an additional insured on CTWSC's liability policy with thirty (30) day notice of cancellation required. CTWSC shall provide the Town with a certificate of insurance for CTWSC's policy and all renewals or subsequent policies in force during the term of the franchise granted herein.

(G) Notice:

Any notices required or permitted to be delivered under this Contract shall be deemed receivable when sent by United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

SECTION 4. REMEDY FOR BREACH OF DUTIES:

A failure of the CTWSC to observe any of the terms and conditions of this franchise shall be grounds for the forfeiture and termination of the privilege herein granted if such failure is continued for more than thirty (30) days after written notice from the Town to CTWSC. All provisions of the Contract documents shall be strictly complied with by CTWSC, and no amendment to this Contract shall be made except upon the mutual written consent of the parties. No amendment shall be construed to release either party from any obligation under the Contract except as specifically provided in such amendment.

SECTION 5. FRANCHISE FEE:

CTWSC agrees to pay to the Town of Double Oak, Texas, a sum of money equal to two percent (2 %) of the gross revenues received from the sale of water within the territorial limits of the Town for the use of the streets, highways, easements, right-of-ways, alleys, parks, and all other public lands and places within the Town for CTWSC's transmission lines, meters, valves and other plant and equipment. Such payment shall be in lieu of any other tax or increased rate of tax or other imposition, assessment, or charges, except ad valorem taxes. Receipts from the sale of water to persons, firms, corporations, or institutions located outside the corporate limits of the Town shall not be included among the gross receipts upon which the payments provided herein are to be computed; provided, however, that when any such consumers are taken into the corporate limits of the Town, the receipts from all water sold to such consumers shall be so included from the date that CTWSC receives notice that such property came within the Town's territorial limits.

The fee for each year shall be paid in two (2) semi-annual payments based on actual receipts, in arrears. Payment under this agreement shall be due on or before 90 days after the last day of each sixth successive month during the term of this agreement (payments to be made by June 30 and December 31).

SECTION 6. CONFLICTS:

All parts of Contracts and provisions of the ordinances of the Town of Double Oak, Texas, that are in conflict with this Contract shall be and the same are hereby repealed, and all Contracts and provisions of Contracts of said Town not so repealed are hereby retained in full force and effect.

SECTION 7. SEVERABILITY:

It is the intent of the parties that each paragraph, sentence, subdivision, clause, phrase, or section of this Contract be deemed severable, and should any such paragraph, sentence, subdivision, clause, phrase, or section be declared invalid or unconstitutional for any reason, such declaration of invalidity or unconstitutionality shall cause the Contract to be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

SECTION 8. MERGER CLAUSE:

This Contract is the entire agreement between the parties with respect to the subject matter covered in this Contract. There is no other collateral, oral, or written agreement between the parties that in any matter relates to the subject matter of this Contract, except as provided for herein.

**SECTION 9. JURISDICTION:**

The validity of this Contract and any of its terms and provisions, as well as the rights and obligations of the party's shall be governed by the laws of Texas; and venue for any action concerning this Contract shall be in the state courts of Denton County, Texas.

Executed in duplicated originals this 18 th of January, 2022.

**Cross Timbers Water Supply Corporation**

**TOWN OF DOUBLE OAK  
TEXAS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Mayor

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Town Secretary

**APPROVED AS TO FORM:**

By: /S/ \_\_\_\_\_

David Berman, Town Attorney



Quoted By: Kellie Thomasson  
 Quote Expiration: 6/1/22  
 Quote Name: TCM an TOP

**Sales Quotation For:**  
 Town of Double Oak  
 320 Waketon Rd  
 Double Oak TX 75077-3020

**Tyler Software**

Description	License	Discount	License Total	Annual Maintenance
<b>Incode</b>				
<b>Incode Court Suite</b>				
Tyler Output Processor Server	\$ 2,750	\$ 275	\$ 2,475	\$ 688
<b>Tyler Content Management</b>				
Tyler Content Manager Standard Edition	\$ 2,502	\$ 250	\$ 2,252	\$ 626
<b>TOTAL:</b>	<b>\$ 5,252</b>	<b>\$ 525</b>	<b>\$ 4,727</b>	<b>\$ 1,314</b>

**Third Party Software & Hardware**

Description	Quantity	Unit Price	Extended Price	Maintenance
<b>Incode</b>				
<b>Hardware</b>				
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	2	\$ 450	\$ 900	\$ 180
<b>TOTAL:</b>			<b>\$ 900</b>	<b>\$ 180</b>

**Services**

Description	Hours/Units	Extended Price	Maintenance
2021-294674-T2S3Q6			

<b>Incode Court Suite</b>			
Professional Services	8	\$ 840	\$ 0
<b>Tyler Content Management</b>			
Professional Services	32	\$ 3,360	\$ 0
<b>Other Services</b>			
Project Management	1	\$ 250	\$ 0
<b>TOTAL:</b>		<b>\$ 4,450</b>	<b>\$ 0</b>

<b>Summary</b>	<b>One Time Fees</b>	<b>Recurring Fees</b>
Total Tyler Software	\$ 4,727	\$ 1,314
Total Third Party Hardware, Software, Services	\$ 900	\$ 180
Total Tyler Services	\$ 4,450	
<b>Summary Total</b>	<b>\$ 10,077</b>	<b>\$ 1,494</b>
<b>Contract Total</b>	<b>\$ 11,571</b>	

**Detailed Breakdown of Professional Services (Included in Summary Total)**

<b>Description</b>	<b>Hours</b>	<b>Extended Price</b>	<b>Maintenance</b>
<b>Incode</b>			
<b>Incode Court Suite</b>			
Tyler Output Processor Server	8	\$ 840	\$ 0
<b>Sub-Total</b>	<b>8</b>	<b>\$ 840</b>	<b>\$ 0</b>
<b>Tyler Content Management</b>			
Tyler Content Manager Standard Edition	32	\$ 3,360	\$ 0
<b>Sub-Total</b>	<b>32</b>	<b>\$ 3,360</b>	<b>\$ 0</b>
<b>TOTAL:</b>	<b>40</b>	<b>\$ 4,200</b>	<b>\$ 0</b>

#### Comments

- Some services may be delivered remotely via web-based training.
- Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - o Implementation and other professional services fees shall be invoiced as delivered.
  - o Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - o Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
  - o Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - o If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - o Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

<https://www.tylertech.com/terms/tyler-saas-services>.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held



For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_



**Quote For:**

**Double Oak Police Department  
Attn: Cassandra Gaines**

**Reference:**

**Double Oak PD (TX) 1 4RE\_PX2\_WIFI\_EL4\_BiuBoard 648-21**

**Quote By:**

**WatchGuard Video / Motorola Solutions  
Michelle Oleari**

**Date: 01-06-22**

**Serving Law Enforcement with the Most Compelling, Quality Video Products**

**WatchGuard Video**

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



**Prepared For:**

Double Oak Police Department - Attn: Cassandra Gaines  
Double Oak PD (TX) 1 4RE\_PX2\_WIFI\_EL4\_BiuBoard 648-21

QUOTATION - WMO-0915-01

DATE: 01-06-22

Deliverables / Materials / Services	Qty	Sell Price	Amount
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<b>4RE Standard DVR with HD Panoramic Front Camera, Cabin Camera</b>	<b>1</b>	<b>\$4,995.00</b>	<b>\$4,995.00</b>
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- IV-4RE-SH-PX-10
- 4RE Standard DVR Camera System
- HD Panoramic Front Camera
- Touch Screen Display
- Integrated 200GB automotive grade hard drive
- 32GB USB removable thumb drive
- Rear facing cabin camera
- Internal GPS
- 1 Yr Hardware Warranty
- Cabling and your choice of mounting bracket.
- 4RE Firmware
- Record-After-the-Fact® (RATF) technology
- Multiple Resolution Encoding
- H.264 High Profile Video Compression

<b>MikroTik Configured Wireless Kit, 802.11n, Drill Mount</b>	<b>1</b>	<b>\$200.00</b>	<b>\$200.00</b>
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- IV-ACK-WF-CP-DM
- MikroTik Configured Wireless Kit, 4RE In-Car 802.11n
- Radio, Antenna, PoE, 2-10' Ethernet Cables
- Drill Mount

<b>Hi-Fi Microphone Kit (Bundled with 4RE or M500) Mutable v.2, Universal and All-in-One Mounting Brackets</b>	<b>1</b>	<b>\$0.00</b>	<b>\$0.00</b>
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- IV-ACK-AU-HF-MB
- Hi-Fi Microphone Kit (Bundled with 4RE or M500) Mutable v.2
- Transmitter, Cradle, Belt clip, Pivot clip, 3' + 12' antenna
- Cable Assembly, DVR to Hi-Fi MIC, 180"
- Universal and All-in-One Mounting Brackets



# Texas Bit



## PROPOSED CHANGE ORDER # 2

**OWNER:** City of Double Oak  
attn: Steve Templer

**PROJECT:** 381296

**DATE:** January 14, 2022

**DESCRIPTION OF CHANGE AND/OR EXTRA WORK:** CHANGE ORDER MISC DRAINAGE REPAIRS

ADD:	Description	Quantity	Unit	UNIT PRICE	AMOUNT
1010	Reset Pipe & Remove Headwalls (Park Lane)	1.00	LSU	\$ 4,380.00	\$ 4,380.00
1020	Install Headwall (Park Lane)	2.00	EA	\$ 2,420.00	\$ 4,840.00
1030	Install Additional 18" RCP (Park Lane)	4.00	LF	\$ 475.00	\$ 1,900.00
1040	60" Structure Repair - Flowable Fill	8.00	CY	\$ 668.00	\$ 5,344.00

DEDUCT:	Description	Quantity	Unit	UNIT PRICE	AMOUNT
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<b>Change Order Add</b>	<b>\$ 16,464.00</b>
<b>Change Order Deduct</b>	<b>\$ -</b>
<b>Total Change Order Amount =</b>	<b>\$ 16,464.00</b>

**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](mailto:colin.tinsley@texasbit.com)