



Town of Double Oak  
Town Council – Public Meeting

Double Oak Town Hall  
320 Waketon Road, Double Oak  
TX 75077  
Tuesday, January 19, 2021  
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*

- 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

***AdvisorSmith 2020 Rankings Names Double Oak Safest City in Texas***

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 from the December 7, 2020 meeting.
2. Consideration on an agreement with Analisa Griffith for Sanitarian Services.
3. Consideration on an agreement with Bureau Veritas North America, Inc. to perform Health Inspections.
4. Consideration on a resolution suspending the January 23, 2021 effective date of CoServ Gas, Ltd.’s requested increase to permit the town time to study the request and to establish reasonable rates; approving cooperation with other cities in the CoServ gas, ltd. service area; hiring legal and consulting services to negotiate with the company and direct any necessary litigation and appeals; authorizing intervention in Docket OS-20-00005136 at the Railroad Commission; requiring reimbursement of cities’ rate case expenses; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

5. Consideration on a 2-year Dell warranty extension for the server in the amount of \$2,348.28.

IV. Mayor, Council Members and Staff reports:

6. Mayor and Council
7. Public Works - Code Enforcement – Animal Control
8. Engineering
9. Administration
10. Public Safety
11. Roads and Drainage Committee

V. New business agenda (consideration and action):

12. Discussion, consideration, and action on a request from the Tropical Smoothie Café, located at 8401 FM 407 Suite 100 to allow an exception under the Sign Regulations, Article 3.1300 of the Code of Ordinances for one directional illuminated sign.

Presentation: Assistant Town Secretary Lynn Jones

13. Discussion, consideration, and action on an ordinance ordering a General Election to be held on May 1, 2021 for the purpose of electing a Mayor and two Town Council members to serve a two-year term.

Presentation: Town Secretary Eileen Kennedy

14. Receive Report on Cares Act Funds

Presentation: Staff

15. Discussion, consideration, and action on quarterly year to date financial report.

Presentation: Town Treasurer Billie Garrett  
Town Secretary Eileen Kennedy

16. Discussion, consideration, and action on approval of an ordinance amending the Master Fee Schedule for Town Sanitarian and Health Inspector services and inspections and professional fees.

Presentation: Assistant Town Secretary Lynn Jones

17. Citizens comments

18. Council – staff announcements and comments:

- Lynn Jones will celebrate her 7-year anniversary with Double Oak on January 20
- May 1, 2021 municipal election day

First day to file for a place on the ballot was January 13, 2021  
Last day to file is February 12, 2021 by 5:00 p.m.

19. 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 15, 2021 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>)

*Eileen Kennedy*

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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.

# Safest Cities in Texas

Take a look at our deep dive into determining the safest cities in the state of Texas.



[Adrian Mak](#)

December 1, 2020



In this report, AdvisorSmith examined crime reports published by the Federal Bureau of Investigation to understand which cities in Texas have the lowest levels of reported crime on a per capita basis. We applied a proprietary methodology to score the crime levels in cities across the state that takes into account the level of reported crimes, as well as the relative severity of crimes in each city. This crime score places higher weight on more serious crimes like murder and rape, while assigning a lower weighting to property crimes. We found that the average crime score for Texas cities was 48, and scores ranged from 6 up to 371.

We studied a total of 655 cities in the states of Texas, which were segmented into small, midsize, and large categories based upon population. Small cities were those with under 10,000 residents. Midsize cities had between 10,000 and 100,000 residents, and large cities had over 100,000 residents. There were a total of 39 large cities, 198 midsize cities, and 418 small cities included in this analysis.

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- [Safest Large Cities in Texas](#)
- [Safest Midsize Cities in Texas](#)
- [Safest Small Cities in Texas](#)

## Safest Cities in Texas

Small		< 10K	Midsize		10K - 100K	Large		100K+
1	Double Oak	6	1	Fulshear	6	1	Sugar Land	19
2	George West	6	2	Trophy Club	7	2	Allen	20
3	Santa Rosa	7	3	Colleyville	8	3	Mckinney	25
4	Ovilla	7	4	University Park	10	4	League City	30
5	Runaway Bay	8	5	Horizon City	10	5	Pearland	30
6	Chandler	8	6	Fate	10	6	Plano	33
7	Collinsville	8	7	Memorial Villages	10	7	Round Rock	34
8	Pottsboro	8	8	West University Place	11	8	Frisco	35
9	Parker	8	9	Hutto	11	9	College Station	38
10	Stratford	8	10	Murphy	12	10	Lewisville	44

\*Ranked by AdvisorSmith Crime Score

Data provided by  **AdvisorSmith**

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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 7, 2020 at the Double Oak Town Hall, located at 320 Waketon Road 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, Administrative Clerk Brian Shults, Police Chief Ruben Rivas.

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

Mayor Pro-Tem Dent gave the invocation and Deputy Mayor Pro-Tem Garrett lead the Pledge of Allegiance to the American and Texas flags.

II. Citizens comments

None

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 from the November 16, 2020 meeting.

Motion Beougher, second Nelson to approve the consent agenda.

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

Motion carried

IV. Mayor, Council Members and Staff reports:

2. Mayor and Council – None

3. Public Works - Code Enforcement – Animal Control

Public Works – Council Member Beougher reported he had met with Denton County representative, design engineer, and Flower Mound regarding the Waketon Road Reconstruction Project. Mr. Beougher said bids had come in over budget and it was in the best interest of all parties to rebid the project with revised plans. The revisions would be ready for bids after the first of the year.

4. Administration – None

5. Public Safety

Fire Chief Whisenhunt announced that Santa would be around town on the 13<sup>th</sup> beginning at noon.

Police Chief Rivas reported that Sgt. Cassandra Gaines of Flower Mound would begin her service with the town on January 4, 2021 as the departments Captain. Mayor Donnelly then presented Chief Rivas with a town tree.

6. Roads and Drainage Committee – None

V. New business agenda (consideration and action):

The Mayor skipped to item #10 in the agenda order.

10. Receive report on the 10<sup>th</sup> Annual Double Oak Turkey Trot.

Geoff Reese, 102 Royal Oaks, thanked the town of their support for the past 10 years with the Double Oak Turkey Trott. This year there were 600 runners and 31 virtual participants.

The Mayor went back to the regular agenda order.

7. Discussion, consideration, and action on a request from Sherwin Williams Paint, 8401 Justin road, to allow an exception under the Sign Regulations, Article 3.1300 of the Code of Ordinances to allow for a larger Building Wall Mounted Sign.

A representative from Accent Graphics was present to answer any questions.

Motion Beougher, second Nelson, to allow an exception under the Sign Regulations, Article 3.1300 of the Code of Ordinances to allow for a larger Building Wall Mounted Sign.

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

Motion carried

8. Discussion, consideration, and action on establishing new equity accounts on the balance sheet.

Motion Beougher, second Nelson to proceed forward with new equity accounts and direct the towns auditor, Carl Deaton, to create said accounts.

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

Motion carried

9. Discussion, consideration, and action on CARES Act funds and reports.

Mayor Donnelly spoke briefly on the CARES Act funds that was included in the agenda packet. No action was taken.

11. Discussion, consideration, and action on telecommunications and remote connectivity expenditures.

Administration Town Clerk Brian Shults presented a list of telecommunication expenditures. \*

Motion Dent, second Beougher to approve the list of IT items but to change the Microsoft Office 2019 to Office 365 in an amount not to exceed \$40,000.

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

Motion carried

12. Citizen Comments

None

13. Council – staff announcements and comments:

- Christmas Tree lighting is Monday December 7 at 6:00 pm
- DOVFD Santa Around Town will be Sunday, December 13 starting at noon.
- May 1, 2021 Municipal Election Day

Terms expiring are: Mayor Mike Donnelly, Council Members Scott Whisenhunt, and Von Beougher

First day to file for a place on the ballot is January 13, 2021  
Last day to file is February 12, 2021

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



14. Adjournment

With no further business to come before the Council, motion Beougher, Whisenhunt second, the meeting was adjourned at 8:40 p.m.

\_\_\_\_\_  
Eileen Kennedy, Town Secretary

\_\_\_\_\_  
Mike Donnelly, Mayor

## Brian's Covid-19 Wishlist

### Improving Telecommunications & Remote Connectivity for Town Hall

Item Description	Qty.	Estimated Item Cost	Estimated Cost	Quoted
Panasonic Toughbook CF-55 Laptops	2	3,000.00	6,000.00	5,566.40
Microsoft Office 2019	4	250.00	1,000.00	999.96
NetMotion (1 Year License) - 8 Devices*	1	2,000.00	2,000.00	1,970.24
*Data max Purchase of Server/Services	1	23,000.00	23,000.00	19,264.53
Tyler Incode Virtual Court - 2020-2021	1	3,000.00	3,000.00	3,000.00
Cameras for Virtual Court	4	100.00	400.00	358.12
Dell Precision Laptop for Video	1	4,500.00	4,500.00	4,100.27
		<b>Total</b>	<b>39,900.00</b>	<b>35,259.52</b>

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## AGREEMENT FOR SANITARIAN SERVICES

**THIS AGREEMENT** for Sanitarian Services ("Agreement") is made and entered into by Analisa Griffith, a private contractor ("Contractor"), and the Town of Double Oak, Texas, a municipal corporation, ("Double Oak" or the "Town").

### RECITALS:

**WHEREAS**, the Town is desirous of providing its residents and businesses with Town Sanitarian services; and

**WHEREAS**, Contractor, being a Registered Sanitarian in good standing with the Texas Department of Health as well as a Designated Representative in good standing with the Texas Commission on Environmental Quality (TCEQ) and is desirous of providing Sanitarian services to Double Oak; and

**WHEREAS**, the parties hereto desire to enter into this Agreement to provide Sanitarian services at the highest level possible to Double Oak in accordance with the terms and conditions set forth herein; and

**WHEREAS**, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party.

**NOW, THEREFORE**, for and in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, the parties hereto agree to the following:

Section 1. All recitals stated in the above preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Term. This Agreement shall be for a term commencing on the last date signed by either party and ending September 30, 2021 and may be extended thereafter by mutual consent of the parties hereto for additional terms of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Double Oak.

Section 3. Scope of Services. Contractor hereby agrees to provide Double Oak the following services:

1. General Services. Contractor and/or assigns will enforce the provisions of the Town of Double Oak Code of Ordinances and enforce all the rules and regulations of the TCEQ and Texas Department of Health; review and approve all on-site sewage facility permit applications for compliance with TCEQ rules; issue authorizations to construct; and perform residential and commercial on-site sewage facility inspections.

2. **Special Services.** Contractor and/or assigns will investigate complaints, perform E. Coli Bacteria water samplings and testing as necessary; confer with contractors, builders, system designers, installers, state agencies and the general public; enforce the provisions of the Town's on-site sewage facility ordinance and other health and sanitation ordinances through inspection, written compliance notification, and citation; testify in municipal court as necessary; assist with monthly TCEQ reports; assist with TCEQ administrative field audits; assist with ordinance preparation; and attend meetings as required. Contractor will provide other health related inspections at the request of the Town Administrator and/or the Mayor.
3. **Service Calls.** Contractor will provide Sanitarian services in consideration for the payment to be made by Double Oak under Section 4.
4. **Reports.** Contractor and/or assigns will prepare and submit a monthly report and invoice to the Town Administrator of Double Oak summarizing all general and special services activity within the Town limits for the previous thirty day period.
5. **Equipment and Availability.** Contractor will provide all materials and equipment necessary to perform the Town Sanitarian services contained in this Agreement including, but not limited to, vehicles, tools and mobile telephones. Contractor will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.
6. **Licenses and Registrations.** Contractor and/or assigns will remain in good standing with the TCEQ and Texas Department of Health. Contractor and/or assigns will keep current, at all times, the Designated Representative status with the TCEQ and the Registered Sanitarian status with the Texas Department of Health. Contractor and/or assigns will comply with all the educational requirements of the TCEQ and/or Texas Department of Health.

Section 4. Double Oak's Obligations. Double Oak agrees to make payment to Contractor, on a monthly basis and upon receipt of a monthly report, in accordance with the following fee schedule from current revenues available to the Town:

1. **On-Site Sewage Facility Plan Review:** One Hundred Dollars and No/100 (\$100.00) per each review and issuance of authorization to construct.
2. **On-Site Sewage Facility Final Inspections:** One Hundred Dollars and No/100 (\$100.00) per inspection.
3. **On-Site Sewage Facility Re-Inspection:**
  - a) **New Installs:** Two Hundred Dollars and No/100 (\$200.00) per inspection.

- b) Repair/Modifications: One Hundred Dollars and No/100 (\$100.00) per inspection.
- 4. Water Samples: Three Hundred Dollars and No/100 (\$300.00) per sample processed for the presence of E. Coli Bacteria.
- 5. On-Site Sewage Facility Complaints: Two Hundred Dollars and No/100 (\$200.00) per complaint response and investigation.
- 6. Administrative Duties: Twenty-Five Dollars and No/100 (\$25.00) per hour.
- 7. Subdivision Review: for conformance with TAC 30, Chapter 285 OSSF Regulations: Two Hundred and Fifty Dollars and No/100 (\$250.00).
- 8. Provide clerical support and any administrative costs associated with building permits and On-Site Sewage Facility administration, including but not limited to permit forms, reports, certified and regular mail, records retention, printing, notices and publications, and correspondence.

Section 5. Standards of Performance. Contractor shall comply with all applicable laws, rules and regulations governing all Services and any projects authorized by this Agreement. Contractor shall perform services under this Agreement: a) in a good and workmanlike manner; b) in accordance with industry standards; c) with the professional skill and care ordinarily provided by competent Registered Sanitarians practicing under the same or similar circumstances and professional license; and, d) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Registered Sanitarian. In performing services, Contractor shall at all times maintain a professional demeanor and appearance and shall act in a courteous and professional manner in dealing with the Town's citizens and staff. Contractor will re-perform any Services not meeting these standards without additional compensation.

Section 6. Revenues Retained. Double Oak shall retain all fees, fines, forfeitures, etc. that may be generated by building permits and performing ordinance enforcement duties within the Town's boundary.

Section 7. Termination. a) This Agreement may be terminated at any time by either party, with or without cause, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Contractor will be compensated for all services performed to the termination date, which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement. Notwithstanding, Contractor shall not perform any services not requested or authorized by the Town following written notice of termination.

b) If Double Oak fails to make payment to Contractor within fifteen (15) working days after the submission date of the monthly report for any invoiced amounts, Contractor, at his/her discretion, may suspend service until payment is received. If it becomes necessary for Contractor to suspend services to Double Oak for nonpayment of the invoiced amounts, Contractor will

identify a date that services will be suspended and submit written notice to the Town.

c) Double Oak's recourse for failure of Contractor to furnish any services under this Agreement will be the right to terminate this Agreement by giving proper notice.

**Section 8. Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed delivered three (3) days after deposit with the United States Postal Service, certified mail, return receipt requested, addressed to the respective other party at the addresses shown below:

If to Town:

Town of Double Oak, Texas  
320 Waketon Road  
Double Oak, TX 75077  
ATTN: Mayor

If to Contractor:

Analisa Griffith  
1444 Atkins Street  
Cedar Hill, Texas 75104

**Section 9. Dispute Resolution.** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of the Town of Double Oak and Contractor.

**Section 10. Jurisdiction.** By this Agreement, Double Oak grants full and complete authorization and jurisdiction to Contractor to perform all services provided by Contractor as contained in this Agreement. Said jurisdiction includes the exercise of the Town's governmental functions and shall apply to the town limits of Double Oak and the Double Oak Extraterritorial Jurisdiction where applicable.

**Section 11. Governing Law; Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

**Section 12. Supervision/Certifications/Licenses.** Services performed pursuant to this agreement may be performed by Contractor or employees of Contractor. At all times during the term of this Agreement, any person performing services under supervision and control of Contractor must be certified, registered, or licensed in their respective areas of expertise to carry out their duties. The costs associated with maintaining certifications, registrations and licenses along with the costs of any required continuing education classes shall be at the sole expense of Contractor.

Section 13. Performance. Both parties mutually agree that Contractor is an independent contractor, and shall have exclusive control of performance hereunder, and that Contractor and employees of Contractor in no way are to be considered employees of Double Oak. Contractor shall have discretion over the manner and means of performance, subject to Section 5.

Section 14. INDEMNIFICATION: CONTRACTOR AGREES TO HOLD HARMLESS, SAVE AND INDEMNIFY THE TOWN OF DOUBLE OAK AND ITS OFFICERS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES AND SUITS FOR DAMAGES, PERSONAL INJURY AND/OR DEATH, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, THAT ANY BE ASSERTED AGAINST DOUBLE OAK ARISING FROM CONTRACTOR'S NEGLIGENCE OR ITS PERFORMANCE HEREUNDER, SAVE AND EXCEPT INTENTIONAL ACTS OF GROSS NEGLIGENCE BY DOUBLE OAK. THE FOREGOING NOTWITHSTANDING, THE PARTIES HERETO RESERVE THE RIGHT TO ALL AVAILABLE LEGAL DEFENSES AND ALL PROTECTIONS AND LIMITATIONS OF LIABILITY PROVIDED BY THE TEXAS TORT CLAIMS ACT AND THE TEXAS CONSTITUTION RELATIVE TO THESE PARTIES. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT.

Section 15. Assignments. This Agreement is non-assignable. Neither the Contractor nor the Town shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

Section 16. Prior Agreements. This Agreement represents the entire agreement between the Contractor and the Town with respect to the subject matter hereof and supersedes and merges all prior negotiations, representations, discussions or agreements, either written or oral, with respect to the subject matter hereof. No statement, term or provision in any proposal, response to any Request for Proposal or Qualifications, Statement of Qualifications, general conditions, invoice, bill or statement submitted by Contractor to Town will be construed to waive, amend or modify any term or provision of this Agreement.

Section 17. Amendments. This Agreement may be amended only by written instrument signed by duly authorized representatives of both the Contractor and the Town. The Town's payment of invoices or statements shall not be deemed as the Town's acceptance of any term or provision that amends or modifies this Agreement or the task order under which payment is made.

Section 18. No Waivers. No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of

any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

Section 19. Severability. If a provision of this Agreement, or the application thereof to any person or circumstances, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable.

Section 20. Multiple Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto set our hands effective as of the last date of signing hereof.

**CONTRACTOR**

  
Analisa Griffith (Jan 4, 2021 15:39 CST)

(Signature)


Date: Jan 4, 2021

Analisa Griffith  
(Type/Print Name)

1444 Atkins Street  
Cedar Hill, Texas 75104  
(Address)

214-566-9347 analisa.griffith@gmail.com  
(Telephone, E-mail)

**TOWN OF DOUBLE OAK**

By:   
Mike Donnelly, Mayor

Date: 01/04/2021

ATTEST

  
Eileen Kennedy, Town Secretary








# AGREEMENT FOR SANITARIAN SERVICES

Final Audit Report

2021-01-04

Created:	2021-01-04
By:	Lynn Jones (lynn.jones@doubleoak.texas.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdnK0Tn_ZlxVtRh6ic5QGKa5Fe32jio9

## "AGREEMENT FOR SANITARIAN SERVICES" History

-  Document created by Lynn Jones (lynn.jones@doubleoak.texas.gov)  
2021-01-04 - 9:22:32 PM GMT - IP address: 47.190.64.64
-  Document emailed to Analisa Giffith (analisa.griffith@gmail.com) for signature  
2021-01-04 - 9:22:55 PM GMT
-  Email viewed by Analisa Giffith (analisa.griffith@gmail.com)  
2021-01-04 - 9:37:15 PM GMT - IP address: 107.221.10.189
-  Document e-signed by Analisa Giffith (analisa.griffith@gmail.com)  
Signature Date: 2021-01-04 - 9:39:34 PM GMT - Time Source: server- IP address: 107.221.10.189
-  Agreement completed.  
2021-01-04 - 9:39:34 PM GMT



**STANDARD PROFESSIONAL SERVICES AGREEMENT**

This STANDARD PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Bureau Veritas North America, Inc., (herein called “BVNA”), and the Town of Double Oak, Texas, (herein called “Client”).

RECITALS

WHEREAS, the Client desires that BVNA provide independent professional services for Client under the terms of a Standard Professional Services Agreement;

WHEREAS, BVNA represents that it is a professional independent consulting firm and is willing and able to perform such services upon terms and conditions hereinafter set forth;

WHEREAS, all services will be conducted in accordance with these terms and conditions and the agreed upon Scope of Services and Fee Schedule the forms of which are attached as Attachments “A” and “B” respectively.

NOW, THEREFORE, in consideration of the foregoing and of the benefits to each of the parties accruing, the parties hereto do mutually agree as follows:

AGREEMENT

1. **Scope of Services.** During the term of this Agreement, Client may call upon BVNA to perform specific work from the scope to be defined per project in accordance with the agreed upon fees. Individual projects may be delineated via a specific proposal in accordance with the terms and conditions set forth in this Agreement. BVNA agrees to furnish services in conformity with the terms hereof and the following documents which are incorporated by reference and made a part hereof. No subsequent amendment to this Agreement shall be binding on either BVNA or Client unless reduced to writing and signed by an authorized Representative of BVNA and Client. Any pre-printed forms including, but not limited to: purchase orders, shipping instructions, or sales acknowledgment forms of either party containing terms or conditions at variance with or in addition to those set forth herein shall not in any event be deemed to modify or vary the terms of this Standard Professional Services Agreement.
2. **Term.** This Agreement shall remain in effect from the effective date of the Agreement unless terminated by written notice to the other party at least thirty (30) days prior to termination. Fees may be adjusted annually.
3. **Compensation.** Client shall pay, and BVNA shall accept in full consideration for the performance of the Services, the sum of the reimbursable costs submitted per proposal in accordance with the agreed upon fee schedule per project.
4. **Terms of Payment.** BVNA shall invoice Client and Client shall pay to BVNA for its consulting services as follows:
  - (a) Fees and all other charges will be billed to Client monthly.
  - (b) Fees shall be paid by Client within thirty (30) days of being invoiced by BVNA. If the invoice is not paid within such period, Client shall be liable to BVNA for interest accruing from the date such invoice is overdue to the date of payment at the rate imposed by sec. 2251.025, Texas Government Code.
  - (c) If Client fails to pay any invoice fully within thirty (30) days after invoice date, BVNA may, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, elect to terminate performance of services immediately following written notice from BVNA to Client. Notwithstanding any such termination of services, Client shall pay BVNA for all services rendered by BVNA up to the date of termination of services plus interest. Client shall reimburse BVNA for all reasonable costs and expenses of collection, including reasonable attorney’s fees.

5. **Responsibilities of Client.** Client shall, at such times as may be reasonably required by BVNA for the successful and continuous prosecution of the services set forth in Attachment A (referred to as "Services"), do the following:

- (a) Where the performance of the Services require BVNA's presence on the Client's premises, provide adequate space on or in the immediate vicinity of where the Services are to be performed ("Site") to accommodate BVNA's needs;
- (b) Provide and maintain suitable access to the Site for BVNA's personnel, equipment and materials;
- (c) Supply permits and licenses required to be taken out in Client's name which are necessary to the completion of the Services;
- (d) Appoint an individual hereafter referred to as "Client's Project Manager" who shall be authorized to act on behalf of Client and with whom BVNA may consult at reasonable times.

6. **Ownership of Documents.** All plans, studies, documents and other writings prepared by BVNA, its officers, Employees, agents and subcontractors in the course of implementing this Agreement shall remain the property of Client. The Client acknowledges that all intellectual property rights related to the performance of the Agreement, including but not limited to the names, service marks, trademarks, inventions, logos and copyrights of BVNA and its affiliates, (collectively, the "**Rights**") are and shall remain the sole property of BVNA or its affiliates and shall not be used by the Client, except solely to the extent that the Client obtains the prior written approval of BVNA and then only in the manner prescribed by BVNA. If BVNA terminates the Agreement in accordance with the provisions of Article 19 below, any such license granted by BVNA to the Client shall automatically terminate.

7. **Use of Data or Services.** BVNA shall not be responsible for any loss, liability, damage, expense or cost arising from any use of BVNA's analyses, reports, certifications, advice or reliance upon BVNA's services, which is contrary to, or inconsistent with, or beyond the provisions and purposes set forth therein or included in these Terms and Conditions. The Client recognizes that data, documents, or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, any electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. BVNA makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents.

8. **Relationship of Parties.** BVNA is an independent contractor, and nothing contained herein shall be construed as constituting any other relationship with Client, nor shall it be construed as creating any relationship whatsoever between Client and BVNA's employees. BVNA shall not be entitled, under this contract or otherwise, to any of the benefits under any employee benefit plan which Client or its affiliates or subsidiaries presently has in effect or may put into effect; nor will BVNA be considered an employee for purposes of any tax or contribution levied by any federal, state or local government. BVNA has sole authority and responsibility to hire, fire and otherwise control its employees, and neither BVNA nor any of its employees are employees of Client. BVNA agrees to comply with laws, rules, regulations and ordinances applicable to it as an employer.

9. **Standard of Care.** **BVNA REPRESENTS THAT THE SERVICES, FINDINGS, RECOMMENDATIONS AND/OR ADVICE PROVIDED TO CLIENT WILL BE PREPARED, PERFORMED, AND RENDERED IN ACCORDANCE WITH PROCEDURES, PROTOCOLS AND PRACTICES ORDINARILY EXERCISED BY PROFESSIONALS IN BVNA'S PROFESSION FOR USE IN SIMILAR ASSIGNMENTS, AND PREPARED UNDER SIMILAR CONDITIONS AT THE SAME TIME AND LOCALITY. PERSONNEL ASSIGNED BY BVNA TO PROVIDE SERVICES SHALL BE REGISTERED, LICENSED OR CERTIFIED AS MAY BE REQUIRED BY LAW. BVNA SHALL COMPLY WITH ALL LAWS, RULES AND REGULATIONS IN ITS PERFORMANCE UNDER THIS AGREEMENT AND SHALL PROVIDE ITS SERVICES PROMPTLY, IN A GOOD AND WORKMANLIKE MANNER, AND IN ACCORDANCE WITH INDUSTRY STANDARDS. CLIENT ACKNOWLEDGES AND AGREES THAT BVNA HAS MADE NO OTHER IMPLIED OR EXPRESSED REPRESENTATION, WARRANTY OR CONDITION WITH RESPECT TO THE SERVICES, FINDINGS, RECOMMENDATIONS OR ADVICE TO BE PROVIDED BY BVNA PURSUANT TO THIS AGREEMENT.**

10. **Indemnity.** BVNA shall indemnify, defend and hold harmless Client from and against losses, liabilities, and reasonable costs and expenses (for property damage and bodily injury, including reasonable attorney's fees), to the extent directly and proximately arising from BVNA's performance of services or material breach under this Agreement. BVNA shall not be obligated to defend the Client until there is an actual finding of negligence or if the

parties agree otherwise. Client shall indemnify and hold harmless BVNA, its employees, directors, officers, and agents, from and against claims, losses, liabilities, and reasonable costs and expenses (including reasonable attorney's fees) that are: i) related to, or caused by the negligence or willful misconduct of Client, its employees, or agents; ii) related to this Agreement or the work to be performed by BVNA for which BVNA is not expressly responsible; or iii) the expressed responsibility of the Client under this Agreement.

11. RESERVED.

12. **Consequential and Punitive Damages.** Neither BVNA nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party, or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

13. **Insurance.** BVNA, at BVNA's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance Policies with insurers possessing a Best's rating of no less than A:VII:

- (a) **Workers' Compensation Coverage:** BVNA shall maintain Workers' Compensation and Employer's Liability Insurance for its employees in accordance with the laws of the state where the services are being performed. Any notice of cancellation or non-renewal of all Workers' Compensation policies will be sent to the Client in accordance with the policy provisions.
- (b) **General Liability Coverage:** BVNA shall maintain Commercial General Liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (c) **Automobile Liability Coverage:** BVNA shall maintain Automobile Liability insurance covering bodily injury and property damage for activities of BVNA employee arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- (d) **Professional Liability Coverage:** BVNA shall maintain Professional Errors and Omissions Liability for protection against claims alleging negligent acts, errors or omissions which may arise from BVNA's services under this Agreement. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis.

BVNA shall name Client as additional insured and other parties that it deems appropriate to be additionally insured under BVNA's Commercial General Liability policy and Automobile Liability policy. The Client, on its own behalf and on the behalf of any others that are named as additionally insured at Client's request, agrees that providing such insurance or the additional insured endorsement shall in no way be construed as an assumption by BVNA of any liability for the negligence or willful misconduct or any wrongful behavior on the part of Client or others that are named additionally insured.

14. RESERVED.

15. **Compliance with Laws.** BVNA shall use the standard of care in its profession to comply with all applicable Federal, State and local laws, codes, ordinance and regulations in effect as of the date services provided.

16. **Resolution of Disputes.** All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, except those disputes which arise out of or are related to collection matters or fees alone under this Agreement, (collectively "Disputes") shall be submitted to non-binding mediation before and as a condition precedent to the initiation of legal proceedings. In no event shall any Disputes be subject to binding arbitration. Upon written request by either party to this Agreement for mediation of any dispute, Client and BVNA shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and BVNA within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

17. **Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the state of Texas. Exclusive venue shall be in the state courts of appropriate jurisdiction in Denton County, Texas.

18. **RESERVED.**

19. a. **Termination for Convenience.** Either party may terminate the Services under this Agreement other than by reason of default, at any time, by sending written notice thereof thirty (30) days in advance of the termination date. Upon such termination, Client shall pay BVNA for the Services performed to and including the date of termination.

b. **Termination for Cause.** BVNA may suspend or terminate the Services under this Agreement for cause upon thirty (30) days written notice to Client in the event Client fails to substantially perform Client's obligations under this Agreement. Such failure by Client shall include, but is not limited to, the failure to make payments to BVNA in accordance with the requirements of this Agreement. Client may suspend or terminate the Services under this Agreement for cause immediately upon written notice to BVNA in the event BVNA fails to substantially perform BVNA's obligations under this Agreement. Such failure shall include, but is not limited to, BVNA's failure to perform the Services under this Agreement in accordance with the standard of care set forth in this Agreement. Upon receipt of written notice, the receiving party shall have thirty (30) days to cure the failure. In the event either party terminates this Agreement for cause and it is later determined or agreed that the non-terminating party had not failed to substantially perform its obligations under the Agreement, the termination shall be treated as a termination for convenience.

c. **RESERVED.**

d. **Termination by BVNA.** If BVNA terminates without cause, BVNA will provide client with a thirty (30) day transition period from the notice of termination to allow Client sufficient time to secure a new Service Provider. During this transition period, BVNA and Client's responsibilities under this agreement will remain in full force and effect. At the end of the thirty (30) day transition period BVNA will cease all activities. In the event Client shall request BVNA to continue to provide any Services beyond the expiration of the transition period, including any extensions, then BVNA and Client may negotiate in good faith terms of any such extension, including the pricing of Services

20. **Force Majeure.** A delay in, or failure of, performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by (an) occurrence(s) beyond the reasonable control of the party affected, including, but not limited to, act(s) of God, or the public enemy, expropriation or confiscation of facilities or compliance with any order or request of governmental authority or person(s) purporting to act therefore affecting to a degree not presently existing the supply, availability, or use of engineering personnel or equipment, act(s) of war, public disorder(s), insurrection(s), rebellion(s), or sabotage, flood(s), riot(s), strike(s), or any cause(s), whether or not of the class or kind of those specifically named above, not within the reasonable control of the party affected, and which, by the exercise of reasonable diligence, said party is unable to prevent. A party who is prevented from performing for any reason shall immediately notify the other party in writing of the cause of such non-performance and the anticipated extent of the delay.

21. **Audit.** Client shall have the right during the course of the Work and until one (1) year after acceptance of the Services to audit BVNA's books and records relating to the costs to be reimbursed pursuant to Article 3. BVNA shall, during the progress of the Services, provide Client with evidence of payment for and records of receipt of materials, supplies and equipment as they become available and are presented for payment, together with such other data as Client may reasonably request.

22. .

23. **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

24. **Written Notification.** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within three (3) days from the time of mailing if mailed as provided in this section.

*If to Client:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*If to BVNA:*

Bureau Veritas North America, Inc.  
Attn: Contract Processing  
1000 Jupiter Road, Suite 900  
Plano, TX 75074

*With cc to:*

Bureau Veritas North America, Inc.  
Attention: Legal Department  
1601 Sawgrass Corporate Parkway, Suite 400  
Fort Lauderdale, FL 33323

**25. Confidential Information.** Neither party shall disclose information identified as confidential to anyone except those individuals who need such information to perform the Services; nor should either party use such confidential information, except in connection with the Work, the performance of the Services or as authorized by the other party in writing. Regardless of the term of this Agreement, each party shall be bound by this obligation until such time as the confidential information shall become part of the public domain. Confidential information shall not include information which is either: (i) known to the public; (ii) was known to the receiving party prior to its disclosure; (iii) received in good faith from a third party; or information required to be disclosed pursuant to law. If either party is required to produce information by valid subpoena or Court order, parties agree to first provide prompt notice to other party in order to allow the party to seek a protective order or other appropriate remedy. This shall not prevent either party from disclosing information to the extent reasonably necessary to substantiate a claim or defense in any adjudicatory proceeding. Client agrees that BVNA shall be permitted to use Client's name and logos in BVNA's marketing materials unless advised or prohibited against it by the Client in writing. The technical and pricing information contained in any proposal or other documents submitted to Client by BVNA is to be considered confidential and proprietary and shall not be released or disclosed to a third party without BVNA's written consent.

**26. Miscellaneous.** This Agreement constitutes the entire agreement between the parties and shall supersede other agreements and representations made prior to the date hereof. No amendments to this contract or changes in the Scope of the Services shall be valid unless made in writing and signed by the parties. Pre-printed terms and conditions (including, but not limited to, waivers of rights and remedies, and variations from any of the warranty, guarantee, standard of care, indemnity, and liability provisions) contained in purchase orders, work orders, invoices or other documents issued by Client with respect to any Services shall have no force or effect and shall be superseded by the terms and conditions herein. The captions in this Agreement are for purposes of convenience only and form no part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement. The invalidity or unenforceability of any portion(s) or provision(s) of this Agreement shall in no way affect the validity or enforceability of any other portion(s) or provision(s) hereof. Any invalid or unenforceable provision(s) shall be severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain a particular portion(s) or provision(s) held to be invalid or unenforceable. In the event the terms and conditions of this Standard Professional Services Agreement conflict with the terms and conditions of any other agreement, this Agreement shall govern and control over any such conflicts.

**27. Non-Solicitation / Hiring of Employees.**

- (a) To promote an optimum working relationship, the Client agrees in good faith that for the term of this Agreement and one year after the completion or termination of the Agreement not to directly or indirectly employ or otherwise engage any current employee of BVNA or any former employee of BVNA who left the employ of BVNA within the six (6) months prior to and including the date of the execution of the Agreement. The loss of any such employee would involve considerable financial loss of an amount that could not be readily established by BVNA. Therefore, in the event that Client should breach this provision and without limiting any other remedy that may be available to BVNA, the Client shall pay to BVNA a penalty in a sum equal to the employee's current annual salary plus twelve (12) additional months of the employee's current annual salary for training of a new employee.

(b) BVNA's employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay BVNA's legal expenses, administrative costs and fees pursuant to BVNA's then current fee schedule for BVNA to respond to any subpoena. The foregoing shall not apply if testimony is required in a municipal court proceeding or pursuant to a subpoena issued at the request of an opposing party.

**28. Prevailing Wage.** This Agreement and any proposals hereunder specifically exclude compliance with any project labor agreement or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of the proposal, this Agreement and any proposals hereunder specifically exclude compliance with any State or Federal prevailing wage law or associated requirements, including the Davis Bacon Act. Due to the professional nature of its services, BVNA is generally exempt from the Davis Bacon Act and other prevailing wage schemes. It is agreed that no applicable prevailing wage classification or wage rate has been provided to BVNA, and that all wages and cost estimates contained herein are based solely upon standard, no-prevailing wage rates. Should it later be determined by the Client or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. These exclusions shall survive the completion of the project and shall be merged into any subsequently executed documents between the parties, regardless of the terms of such agreement. BVNA will reimburse, defend, indemnify and hold harmless Client from any liability resulting from a subsequent determination that prevailing wage regulations cover the Projects or services provided under this Agreement, including all costs, fines and reasonable attorney's fees.

**29. Interpretation of Agreement.** This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party.

30. RESERVED.

**31. Third Party Beneficiary.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved to the Client and BVNA. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the Client and BVNA that any such person or entity, other than Client or BVNA, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary.

**32. Assignment.** Neither party may assign this Agreement or any right or obligation hereunder without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by BVNA or an assignment to an Affiliate of BVNA if such successor or Affiliate assumes all obligations under this Agreement. Any attempted assignment, which requires consent hereunder, shall be void and shall constitute a material breach of this Agreement if such consent is not obtained.

**CLIENT**

**BVNA**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DTQRR: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments:  
Scope of Services  
Fee Schedule

**ATTACHMENT A**  
**SCOPE OF SERVICES**

BVNA will have an exclusive agreement with Client to ensure compliance with the provisions of the Client’s Adopted Food Establishment Ordinance. In absence of said ordinance, the provisions of Title 25 Texas Administrative Code Chapter 228, regarding the regulation of food establishments, known as the Texas Food Establishment Rules (TFER), will be enforced. The Texas Administrative Code (TAC), Standards for Public Pools and Spas, Section 265.181 - 265.200 will be enforced for public swimming pools and spas.

BVNA services include the following per permitted installation:

- Review plans for compliance with the applicable laws and rules required.
- Perform inspections to determine compliance with the applicable laws and rules required.
- Inspections will be performed by a Texas certified health inspector
- Update or create the required Health forms.
- Web-based project tracking of Health permits.
- Provide written report of any deficiencies.
- Investigation of complaints on permitted facilities.

The Client will have final interpretive authority over all plans, specifications and inspections and is charged with the issuance of all permits and certificates of occupancy.



**ATTACHMENT B**  
**FEE SCHEDULE**

**PER INSPECTION ONLY:**

Food Service Inspections - Per each inspection	\$150.00
• Permanent Food Establishment Inspection	
• Mobile Food Vendor (Hot and Cold Truck) Inspection	
• Seasonal Vendor Inspection	
• Public Swimming Pool Inspection	
Temporary Event Inspection - Per each vendor permit (up to 5 permits per event)	\$100.00
(6 or more permits per event)	\$150.00 per hour
	* Minimum two hours
Complaint Investigation - Per each complaint	\$150.00
Consultation outside of the aforementioned scope of services: Health Plan review, Health Final and CO inspections and/or for each re-inspection.	\$150.00 per hour
* Minimum one hour	

4

**RESOLUTION NO. 21-01**

**A RESOLUTION OF THE TOWN OF DOUBLE OAK TEXAS SUSPENDING THE JANUARY 23, 2021 EFFECTIVE DATE OF COSERV GAS, LTD.'S REQUESTED INCREASE TO PERMIT THE TOWN TIME TO STUDY THE REQUEST AND TO ESTABLISH REASONABLE RATES; APPROVING COOPERATION WITH OTHER CITIES IN THE COSERV GAS, LTD. SERVICE AREA; HIRING LEGAL AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; AUTHORIZING INTERVENTION IN DOCKET OS-20-00005136 AT THE RAILROAD COMMISSION; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL**

**WHEREAS**, on or about November 13, 2020, CoServ Gas, Ltd. ("CoServ" or "Company"), pursuant to Gas Utility Regulatory Act § 104.102, filed with the Town of Double Oak ("Town") a Statement of Intent to change gas rates in all municipalities exercising original jurisdiction within the Company's service area, effective January 23, 2021; and

**WHEREAS**, the Town is a gas customer of CoServ and a regulatory authority with exclusive original jurisdiction over the rates and charges of CoServ within the Town; and

**WHEREAS**, it is reasonable for the Town of Double Oak to cooperate with other similarly situated cities in conducting a review of the Company's application and to hire and direct legal counsel and consultants and to prepare a common response and to negotiate with the Company and direct any necessary litigation; and

**WHEREAS**, the Gas Utility Regulatory Act § 104.107 grants local regulatory authorities the right to suspend the effective date of proposed rate changes for ninety (90) days; and

**WHEREAS**, CoServ has filed an application with the Railroad Commission, Docket No. OS-20-00005136 that could become the docket into which appeals of Town action on the CoServ filing are consolidated; and

**WHEREAS**, the Gas Utility Regulatory Act § 103.022 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

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

**SECTION 1.** That the January 23, 2021, effective date of the rate request submitted by CoServ on or about November 13, 2020, be suspended for the maximum period allowed by law to permit adequate time to review the proposed changes and to establish reasonable rates.

**SECTION 2.** That the Town is authorized to cooperate with other cities in the CoServ service area to hire and direct legal counsel and consultants, negotiate with the Company, make recommendations to the Town regarding reasonable rates and to direct any necessary administrative proceedings or court litigation associated with an appeal of a rate ordinance and the rate case filed with the Town or Railroad Commission.

**SECTION 3.** That, subject to the right to terminate employment at any time, the Town of Double Oak hereby authorizes the hiring of Thomas Brocato of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C., and consultants to represent the Town in all matters associated with the TGS application to increase rates and appeals thereof.

**SECTION 4.** That intervention in Railroad Commission Docket No. OS-20-00005136 is authorized.

**SECTION 5.** That the Town's reasonable rate case expenses shall be reimbursed by CoServ.

**SECTION 6.** That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

**SECTION 7.** A copy of this Resolution shall be sent to CoServ, care of Charles Harrell, CoServ Gas, Ltd. 7701 South Stemmons Freeway, Corinth, Texas 76210 (CHarrell@coserv.com), and to Thomas Brocato at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (tbrocato@lglawfirm.com).

**PASSED AND APPROVED** this   19th   day of   January  , 2021.

\_\_\_\_\_  
Mike Donnelly Mayor, Town of Double Oak

**ATTEST:**

\_\_\_\_\_  
Eileen Kennedy, Town Secretary

\_\_\_\_\_  
/S/  
David Berman, Attorney



Datamax, Inc.  
800 Freeport Parkway, Suite 400  
Coppell, Texas 75019  
Dallas: 972-432-2300  
Fort Worth: 817-581-2800  
Toll Free: 1-800-633-1526  
datamextexas.com



**Quote**  
**35475**

Town of Double Oak  
320 Waketon Rd.  
Double Oak TX 75077  
January 6, 2021  
Brian Shults  
972-355-5995

Your Contact  
**Lee Wise**

ITEM #	DESCRIPTION	UNIT PRICE	QTY	QUOTE
1	<p><b>Dell Warranty Extension for PowerEdge R730</b></p> <ul style="list-style-type: none"> <li>• For Tag #C75JXM2</li> <li>• 2 Yr Warranty Extension <b>valid through 1/30/2023</b></li> <li>• Next Day ProSupport Mission Critical 4 Hour 7x24 On-Site Warranty</li> </ul> <p><b>Datamax Credentials:</b></p> <ul style="list-style-type: none"> <li>• Microsoft Gold Partner</li> <li>• Dell Preferred Partner • Backup / Disaster Recovery + Business Continuity</li> <li>• Document Imaging with Business Process Workflow</li> </ul> <p><b>Our Relationship with Dell:</b></p> <ul style="list-style-type: none"> <li>• We are a Dell Direct Partner offering all of Dell's Solutions</li> <li>• We assist with Dell Service and / or Configuration Needs</li> <li>• We are local, offering IT solutions that protect your investment!</li> </ul>		1	2348.28

Datamax is a technology management company. We provide information technology solutions utilizing the best and most proven implementations in the industry.

Our own **TechCare** IT Management support provides onsite and remote services to comfort our customer as they utilize today's technology to better their organization. The staff of Datamax has provided an unyielding level of support to our customers for over 35 years.

We appreciate the opportunity you give us and we hope to build a long term relationship and create a raving fan experience for your organization.

Total **\$2348.28**  
**Total Does Not Include Tax**

Prices quoted above are good for 5 Days unless otherwise stated. An authorized signature is required on this form before order will be placed. Warranty information varies from manufacturer to manufacturer. Special warranty agreements must be outlined in this quote to otherwise supersede the manufacturer's warranty. Software issues do not carry labor warranty.

**In the event that you do not accept product on delivery, a restocking fee may apply.**

I/We accept this quote and realize that by signing this we are committed to the purchase of the above equipment and/or services.

Approved By \_\_\_\_\_ Date \_\_\_\_\_ Purchase Order# \_\_\_\_\_

**Thank you for this opportunity to serve you.**

# MONTHLY REPORT NOVEMBER 2020

- 11/03: Patrol from 14:30 until 16:30. No activity.
- 11/05: Patrol from 10:45 until 12:45.  
Private trap service at 270 Lake Trail Court. Impounded.  
Private trap service at 250 Oak Trail. Impounded.
- 11/06: Patrol from 15:00 until 17:00.  
Private trap service at 270 Lake Trail Court. Impounded.
- 11/10: Patrol from 11:10 until 13:10. No activity.
- 11/11: Owner surrendered pet accepted from 221 Cross Timbers Drive.  
Stray dog initiated 200 Timberleaf. Verbal Warning.
- 11/12: Patrol from 14:50 until 16:50. No activity.
- 11/13: Dead wildlife reported 300 blk E. Carruth Lane. UTL.
- 11/14: Patrol from 09:00 until 11:00. No activity.
- 11/16: Patrol from 14:00 until 16:00.  
Dead wildlife reported at 110 Cross Timbers Drive. Removed.
- 11/24: Patrol from 12:00 until 14:00. No activity.
- 11/27: Patrol from 12:30 until 14:30. No activity.
- 11/30: Patrol from 11:00 until 13:00. No activity.

## SUMMARY

Total calls received: 7      By Double Oak residents: 6      Initiated by NTACA: 1  
 Animals impounded: Dogs: 0      Puppies: 0      Cats: 0      Kittens: 0      Other: 3      Deceased: 1  
 Verbal Warnings issued: 1      Written Warnings issued: 0      Citations: 0



# Double Oak Police Department

320 Waketon Road  
Double Oak, Texas 75077  
972-355-5995



## Fourth Quarter Staff Report

October 1, 2020 thru December 31, 2020

Total Calls Answered ... 4th Qtr 233 (3rd Qtr. 2020 - 188)

Self-Initiated Activity ... 4th Qtr 1216 (3rd Qtr. – 1338)

Close Patrols / Vacation House Watches ... 4th Qtr 739 (3rd Qtr. – 852)

Total Arrests Made ... 4th Qtr 4 (3rd Qtr – 4)

Total Citations Issued ... 4th Qtr 469 (3rd Qtr – 353)

### Training

Training was put on hold due to COVID

### Items of Note

The following arrests / warrants / summons over the past 90 days:

Male 20 – Warrant Arrest - Misdemeanor

Male 22 - Possession of Drug Paraphernalia - Misdemeanor

Male 24 – Warrant Arrest - Misdemeanor

Male 28 - Possession of Drug Paraphernalia - Misdemeanor

On December 30, 2020 @ 0219 hours Officer Tolliver while on patrol stopped a suspicious vehicle behind Great Lakes Shopping Center on Justin Road. Vehicle was occupied by 2 males from South Dallas. Subjects had burglary tools and stolen items in vehicle but at time of contact officer was not aware they were involved in 7 business burglaries in Lewisville and 4 business burglaries in Highland Village before driving to Double Oak. Subjects were positively identified, and information turned over to local police departments.

Officer Tolliver did a great job stopping the burglars from committing any crime in our town.

Total Charges – 4 Total Arrests – 4



**TOWN COUNCIL MEETING  
AGENDA ITEM #  
January 19, 2021**

**AGENDA ITEM:** Discussion, consideration and action on a request from the Tropical Smoothie Café, located at 8401 FM 407 Suite 100 to allow an exception under the Sign Regulations, Article 3.1300 of the Code of Ordinances for one directional illuminated sign.

**STAFF CONTACT:** Lynn

**DESCRIPTION:** Directional signs are not addressed in the sign regulations. The Tropical Smoothie Café would like to add one directional illuminated sign. An exception is allowed if approved by the Town Council.

**ATTACHMENTS:** Application for sign  
Examples of the illuminated directional sign  
Location of where the sign would be placed



TOWN OF DOUBLE OAK  
 320 Waketon Road  
 Double Oak, Texas 75077  
 P: 972-539-9464 F: 972-539-9613  
 permits@doubleoak.texas.gov

Building Permit Application  
 Sign

PERMIT #

DATE: / /

Location & Description of Work

8401 Justin Rd. - Tropical Smoothie Cafe  
 #100

(Subdivision Name)

(Lot #)

(Block #)

Installation of lit directional sign

(Description of Work)

RJS Marine/Great Lakes Dev. (972) 820-8900 x110

(Homeowner's Name)

(Homeowner's Phone)

(Email)

Sign Company Information

Mister Sign Man

(Company Name)

896 N. Mill St. #208

(Address)

Lewisville

(City)

75057

(Zip Code)

Josh Tips

(Contact Name)

(940) 735-0951

(Phone)

Ø

(Fax)

Sales@mistersignman.com

(Email)

18182

(License #)

Electrical Contractor Information

Mister Sign Man (same)

(Company Name)

896 N. Mill St. #208

(Address)

Lewisville, Tx

(City)

75057

(Zip Code)

Josh Tips

(Contact Name)

(940) 735-0951

(Phone)

Ø

(Fax)

Sales@mistersignman.com

(Email)

18182

(License #)

Master #83865

Number of signs:

Project Information

Type of work:  New Sign  Repair Existing  Other: (Explain below)

Type of Sign:  Temporary  Attached Permanently  Freestanding Permanently  Other (Explain below)

Will the sign be illuminated?  Yes  No Size of sign: 9.6 sq ft faces Dimensions: 2'6" L x 1'3" H installed at 3'10" above grade

Description of work:

Installation of LED illuminated directional sign  
 "TROPICAL SMOOTHIE CAFE / DRIVE THRU" with ARROWS indicating location of drive thru lane. Note: connecting to existing electrical provided by GC.

Application Checklist (please check the boxes to indicate items submitted with the application)

- 1) Application completed and signed.
- 2) Fee varies per sign (will be calculated prior to permit being issued)
- 3) Diagram of sign (with dimensions)
- 4) Site plan location of sign with setbacks





**TOWN OF DOUBLE OAK**  
320 Waketon Road  
Double Oak, Texas 75077  
P: 972-539-9464 F: 972-539-9613  
permits@doubleoak.texas.gov

**PERMIT #**

**Building Permit Application  
Sign**

**DATE:**    /    /

The applicant/contractor agrees to execute the work in conformance with the plans attached to this application, and agrees to abide by the Building Codes and Ordinances of the Town of Double Oak. These plans (substantially) meet the minimum code requirements of the Town of Double Oak. The applicant is responsible for any and all engineering bills and legal fees if required for the project. Legal fees and engineering fees incurred by the Town in the review and processing of this permit application are pass-through costs that shall be reimbursed by the applicant and is a condition of final approval. Oversight and errors in plans DO NOT relieve the contractor or builder of the responsibility of complying with codes and laws in effect at time of issuance.

\_\_\_\_\_  
**APPLICANT SIGNATURE**

12/30/20  
\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**APPROVED BY BUILDING INSPECTOR**

\_\_\_\_\_  
**DATE APPROVED**

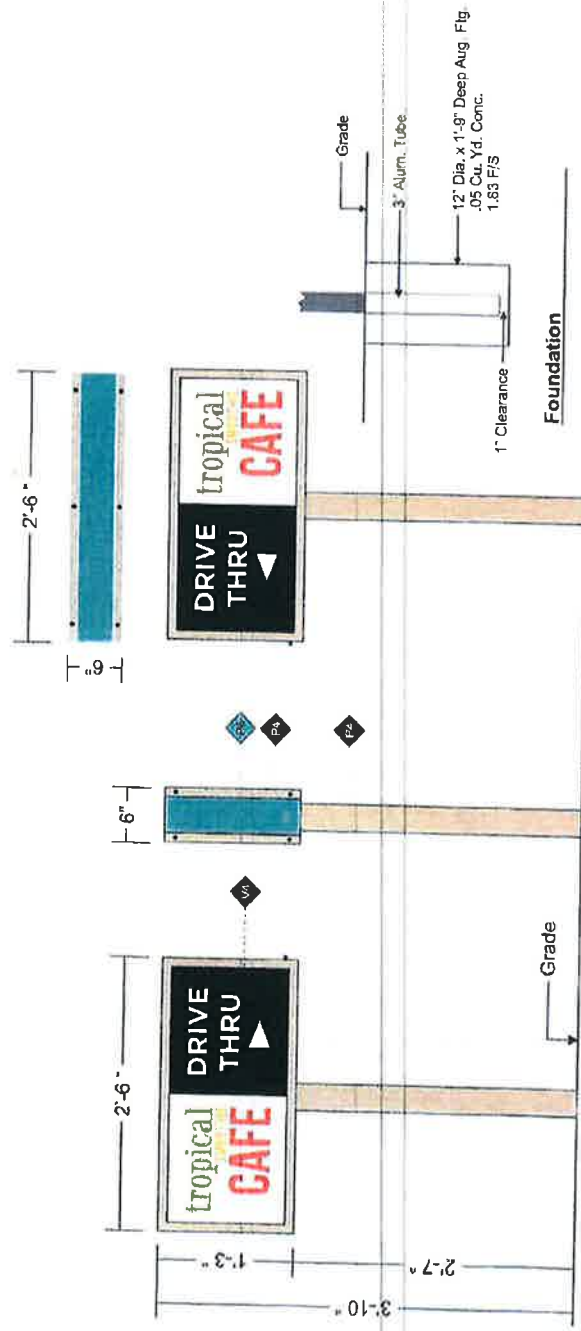
**Directional - Illuminated**  
**QUANTITY: 4**



Color Specifications - Logo

CHANGES TO THIS MANUFACTURE SPECIFICATIONS ARE HIGHLIGHTED. 3M VINYL IS REQUIRED AND DIGITALLY PRINTED VINYL IS NOT ACCEPTABLE.

PMS/PAINT	VINYL
PMS 384 C	3M TSC Tropical Green 3630-4987
PMS 130 CP	3M 3630-25 Sunflower
PMS 166 CP	3M TSC Cafe Orange 3630-3176
SW 6093	FAMILIAR BEIGE
100% BLACK	3M 3630-22
SW 8759	N/A



**SPECIFICATIONS**

- A** Internally illuminated directional cabinet to be fabricated out of aluminum. Mount cabinet to 3" sq tube. Cabinet to be painted SW 6093 FAMILIAR BEIGE
- B** Cabinet faces are to be White polycarbonate with first surface vinyl graphics. 1" Retainer painted SW 6093 FAMILIAR BEIGE
- C** Illuminate cabinet with GE LEDs. Power supply to be self contained.



QUANTITY: 3  
 QUANTITY: 1

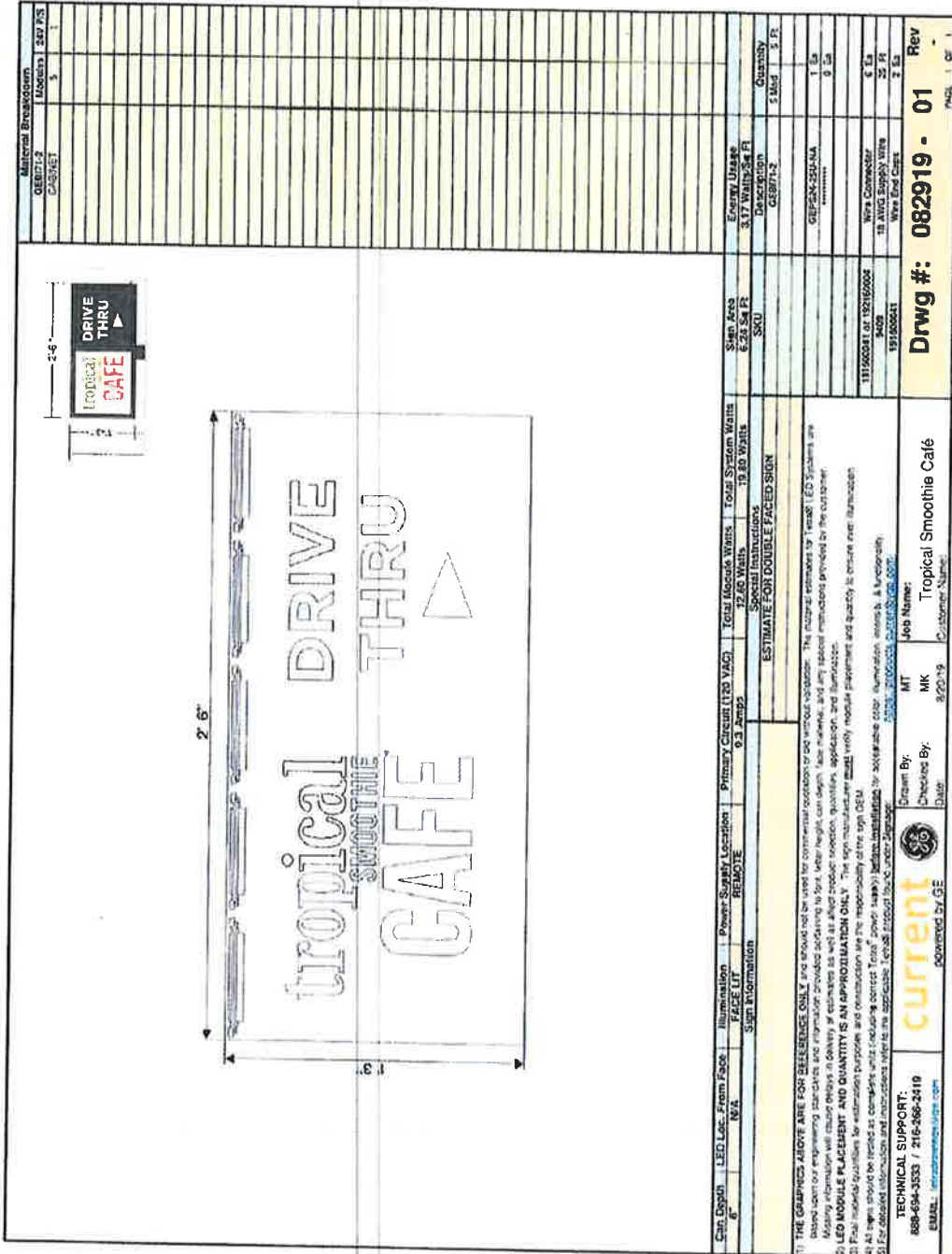


**Allen Industries**  
 YOUR BRAND AT THE BEST  
 1-800-967-2553  
 www.allenindustries.com

Tropical Smoothie Cafe #TX-052  
 801 Justin Road  
 Double Oak, TX 75077

Rev	Date	Description	By
1	12/20/20	Asst custom canopy & directional	LB
2	12/22/20	Asst TSC - way to DT canopy	LB
3	12/22/20	Asst TSC - way to DT canopy	LB
4	12/23/20	New TSC - way to DT canopy front	LB
5	12/23/20	DT canopy modification	LB
6	12/23/20	DT canopy sign 1, 2, 3, 4	LB

**Client Review Status**  
 Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production initiate revision.



**Technical Support:** 888-694-3333 / 216-266-2419  
 EMAIL: [sales@allenindustries.com](mailto:sales@allenindustries.com)

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**Job Name:** Tropical Smoothie Cafe  
**Customer Name:** Tropical Smoothie Cafe #TX-052  
**Job #:** 61726  
**Drawn By:** MT  
**Checked By:** MK  
**Date:** 8/20/19

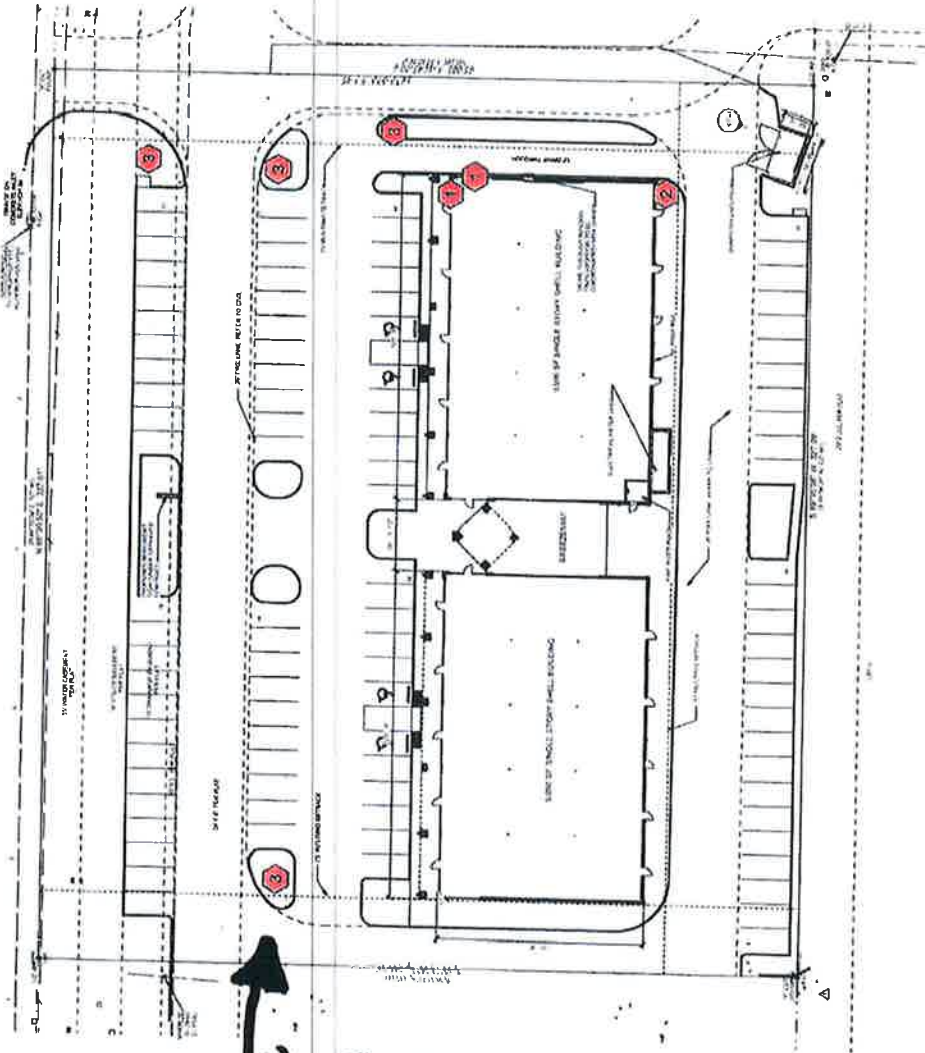
**House:** TSC-014\_Double Oak TX\_304  
**Room:** House  
**Notes:** 9 of 16  
 12/19/20 Add under canopy & structural  
 12/22/20 Move sign on the plan add lettering to canopy  
 1/22/21 Move TSC sign to DT canopy  
 1/27/21 Add production  
 1/27/21 0-19 21 replace sign & DM

**Client Review Status:**  
 LB Allen Industries, Inc. requires that an approved drawing be obtained from the client prior to any production release or production release revision.  
 LB production release or production release revision  
 LB  
 LB

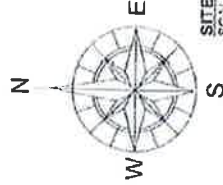
Site Plan

**SITE PLAN LEGEND**

-  CHANNEL LETTERS W/ WALL SIGN
-  DRIVE THRU CANOPY w/ MENU BOARD
-  DIRECTIONAL SIGN



*Location of  
proposed  
directional  
sign*



SITE PLAN  
SCALE: 1" = 40'-0"

**Allen Industries**  
 YOUR BRAND AT ITS BEST  
 1-800-967-2553  
 www.allenindustries.com

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Tropical Smoothie Cafe #TX-052  
 8401 Juska Road  
 Double Oak, TX 75077

6/17/20 2 of 16  
 TSC014 Double Oak, TX\_304  
 House LB DB

1/25/20 Add custom canopy & directional  
 12/10/20 Allow sign on site per 2023 filing to canopy  
 11/23/20 New TSC014 to DT canopy  
 10/29/20 Add production  
 10/21/20 Cap DT canopy sign & sign

Client Reviewer Status  
 Allen Industries, Inc. requires that an approved  
 drawing be obtained from the client prior to any  
 production release or production release revision.

**ORDINANCE NO. 21-01**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS, ORDERING A GENERAL ELECTION TO BE HELD ON MAY 1, 2021 FOR THE PURPOSE OF ELECTING A MAYOR AND TWO (2) 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 a mayor and two 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 1, 2021, 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 1st day of May 2021, the same being the first Saturday of said month, for the purpose of electing a mayor and two 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 19th day of January, 2021.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

      /S/        
TOWN ATTORNEY

**Municipality Expenditure Categories**  
**(Quarterly Reporting of Incurred Eligible Costs)**  
 March 1, 2020 thru December 30, 2020

**DATA NEEDED:** Under the CARES Act Reporting Guidelines, your municipality is categorized as a "Sub-Recipient" and must provide the following information as it concerns the use of your Municipal Funds:

- a. Total amount of Municipal Funds spent through December 30 and
- b. Breakdown of such funds into the below categories

<b>Municipal Funds received</b>	<b>\$167,805</b>
 <u>Expenditure Categories:</u>	
Administrative Expenses	0
Budgeted Personnel and Services to Substantially Different Use	0
COVID-19 Testing and Contact Tracing	0
Economic Support (other than Small Business, Housing, and Food Assistance)	0
Expenses Associated with the Issuance of Tax Anticipation Notes	0
Facilitating Distance Learning	0
Food Programs	0
Housing Support	0
Improve Telework Capabilities of Public Employees	6,401.33
Medical Expenses	0
Nursing Home Assistance	0
Payroll for Public Health and Safety Employees	156,470.00
Personal Protective Equipment	3,285.48
Public Health Expenses	0
Small Business Assistance	0
Unemployment Benefits	0
Worker's Compensation	0
Other	1648.19
 <b>Municipal Funds Spent from March 1, 2020 and September 30, 2020</b>	 <b>167,805.00</b>
<b>Municipal Funds Not Yet Spent</b>	<b>\$</b>

\*\*\*Accrued Bank Interest Earned \$47.01 Was Used Towards Eligible Expenditures\*\*\*\*\*



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**Town of Double Oak**  
**Profit & Loss Budget vs. Actual**  
October 2020 through September 2021

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>400000 · Tax Revenue</b>				
401101 · Current Property Taxes-M & O	783,728.47	1,166,167.00	-382,438.53	67.2%
401201 · Penalty & Interest	1,208.07	2,500.00	-1,291.93	48.3%
401301 · Prior Year Property Taxes	4,023.43	2,000.00	2,023.43	201.2%
401315 · Sales Taxes	144,328.04	430,000.00	-285,671.96	33.6%
401601 · Franchise-Cross Timbers Water	15,600.22	20,000.00	-4,399.78	78.0%
401701 · Franchise-Cable TV	9,750.51	35,000.00	-25,249.49	27.9%
401801 · Franchise-Electric	0.00	95,000.00	-95,000.00	0.0%
401805 · Franchise-Garbage	3,678.87	13,000.00	-9,321.13	28.3%
401811 · Franchise-Gas	0.00	14,000.00	-14,000.00	0.0%
401901 · Franchise-Telephone	882.16	6,000.00	-5,117.84	14.7%
401912 · Prior Year Carry Over	0.00	0.00	0.00	0.0%
400000 · Tax Revenue - Other	0.00	0.00	0.00	0.0%
<b>Total 400000 · Tax Revenue</b>	<b>963,199.77</b>	<b>1,783,667.00</b>	<b>-820,467.23</b>	<b>54.0%</b>
<b>420000 · Fines and Forfeitures</b>				
420101 · Court Fines	16,558.23	68,000.00	-51,441.77	24.4%
420113 · Court Forfeitures	0.00	0.00	0.00	0.0%
420000 · Fines and Forfeitures - Other	0.00	0.00	0.00	0.0%
<b>Total 420000 · Fines and Forfeitures</b>	<b>16,558.23</b>	<b>68,000.00</b>	<b>-51,441.77</b>	<b>24.4%</b>
<b>430000 · Licenses and Permits</b>				
430101 · Fences	85.00	1,275.00	-1,190.00	6.7%
430102 · Commercial Buildings	2,540.00	3,000.00	-460.00	84.7%
430103 · Oil and Gas Drilling	0.00	0.00	0.00	0.0%
430201 · New Homes	14,326.00	4,000.00	10,326.00	358.2%
430202 · Erosion Control	0.00	1,650.00	-1,650.00	0.0%
430301 · Misc Construction	10,950.00	12,000.00	-1,050.00	91.3%
430401 · Roofs	510.00	850.00	-340.00	60.0%
430501 · Septic Systems	2,275.00	3,500.00	-1,225.00	65.0%
430601 · Sprinkler Systems	170.00	600.00	-430.00	28.3%
430701 · Swimming Pools	650.00	1,625.00	-975.00	40.0%
430801 · Water Wells	0.00	0.00	0.00	0.0%
430901 · Plats and Subdivision Fees	150.00	0.00	150.00	100.0%
<b>Total 430000 · Licenses and Permits</b>	<b>31,656.00</b>	<b>28,500.00</b>	<b>3,156.00</b>	<b>111.1%</b>
<b>440000 · Other Revenue</b>				
440101 · Administration Fees	250.75	1,500.00	-1,249.25	16.7%
440102 · Animal Control Fees	0.00	50.00	-50.00	0.0%
440103 · Building Contributions	0.00	0.00	0.00	0.0%
440150 · FEMA Revenue	0.00	0.00	0.00	0.0%
440160 · Capital Lease Proceeds	0.00	0.00	0.00	0.0%
440201 · Interest Income	3,088.26	7,000.00	-3,911.74	44.1%
440203 · Police Dept. Contracts	0.00	0.00	0.00	0.0%
440205 · Police Dept. Contributions	0.00	0.00	0.00	0.0%
440206 · Police Training Grants	0.00	0.00	0.00	0.0%
440210 · Police State Training Funds	0.00	0.00	0.00	0.0%
<b>Total 440000 · Other Revenue</b>	<b>3,339.01</b>	<b>8,550.00</b>	<b>-5,210.99</b>	<b>39.1%</b>
<b>440300 · Charges for Services</b>				
440301 · Lien Release	0.00	0.00	0.00	0.0%
440401 · Lot Mowing Fees	0.00	0.00	0.00	0.0%
440501 · Misc. Income	15.00	500.00	-485.00	3.0%
440601 · Sewage Service	5,015.02	25,000.00	-19,984.98	20.1%
440701 · Town Hall Rental Fees	0.00	0.00	0.00	0.0%
<b>Total 440300 · Charges for Services</b>	<b>5,030.02</b>	<b>25,500.00</b>	<b>-20,469.98</b>	<b>19.7%</b>
<b>440400 · Park Funds</b>				
440401A · Gazebo Funds	0.00	0.00	0.00	0.0%
<b>Total 440400 · Park Funds</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Town of Double Oak  
Profit & Loss Budget vs. Actual  
October 2020 through September 2021

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
440500 · Carry Over from previous year	0.00	0.00	0.00	0.0%
<b>Total Income</b>	<b>1,019,783.03</b>	<b>1,914,217.00</b>	<b>-894,433.97</b>	<b>53.3%</b>
<b>Gross Profit</b>	<b>1,019,783.03</b>	<b>1,914,217.00</b>	<b>-894,433.97</b>	<b>53.3%</b>
<b>Expense</b>				
<b>510000 · Town Administration</b>				
521000 · Town Salary Adjustments	0.00	0.00	0.00	0.0%
521012 · Attorney Fees	4,081.85	30,000.00	-25,918.15	13.6%
521033 · Custodial Services	2,223.32	8,000.00	-5,776.68	27.8%
521041 · Denton Central Appraisal Dist	1,703.05	7,100.00	-5,396.95	24.0%
521050 · Election Expense	0.00	5,500.00	-5,500.00	0.0%
521051 · Electricity	875.87	5,500.00	-4,624.13	15.9%
521060 · Financial Auditors	0.00	10,000.00	-10,000.00	0.0%
521070 · Natural Gas	218.32	1,000.00	-781.68	21.8%
521073 · Printer Copier	1,728.32	5,000.00	-3,271.68	34.6%
521133 · Ordinance Codification	395.00	3,000.00	-2,605.00	13.2%
521160 · Postage	709.82	2,000.00	-1,290.18	35.5%
521200 · Tax Billing Expense	0.00	1,300.00	-1,300.00	0.0%
521201 · Communications	3,289.42	10,500.00	-7,210.58	31.3%
521220 · Water	1,573.47	2,500.00	-926.53	62.9%
521230 · Archive System	0.00	5,000.00	-5,000.00	0.0%
530050 · Ambulance Service	29,075.00	29,075.00	0.00	100.0%
<b>Total 510000 · Town Administration</b>	<b>45,873.44</b>	<b>125,475.00</b>	<b>-79,601.56</b>	<b>36.6%</b>
<b>520000 · Administrative</b>				
521010 · Advertising	38.90	1,200.00	-1,161.10	3.2%
521020 · Bank Charges	0.00	100.00	-100.00	0.0%
521030 · Cleaning Supplies	0.00	0.00	0.00	0.0%
521031 · Computer Supplies/Software	3,793.10	13,000.00	-9,206.90	29.2%
521032 · Council Contingency	300.00	25,517.20	-25,217.20	1.2%
521034 · Technology Fund	0.00	4,000.00	-4,000.00	0.0%
521074 · Meetings	0.00	300.00	-300.00	0.0%
521075 · Goodwill	0.00	800.00	-800.00	0.0%
521076 · Incentive Pay	461.52	1,500.00	-1,038.48	30.8%
521090 · General Liability Insurance	1,586.56	3,100.00	-1,513.44	51.2%
521091 · Health/Dental/Life Insurance	5,000.15	16,500.00	-11,499.85	30.3%
521130 · Membership & Dues	515.00	1,500.00	-985.00	34.3%
521131 · Car Maintenance-Fuel-Travel	0.00	0.00	0.00	0.0%
521150 · Office Supplies	1,041.51	6,000.00	-4,958.49	17.4%
521151 · Other Professional Services	687.95	10,000.00	-9,312.05	6.9%
521153 · Other Supplies	0.00	1,000.00	-1,000.00	0.0%
521161 · Publications & Subscriptions	0.00	300.00	-300.00	0.0%
521162 · Printing and Copying	0.00	600.00	-600.00	0.0%
521170 · Payroll Taxes - FICA	5,235.29	11,400.00	-6,164.71	45.9%
521172 · TWC Unemployment Insurance	500.11	2,000.00	-1,499.89	25.0%
521190 · Town Secretary Salary	22,850.16	74,263.00	-51,412.84	30.8%
521191 · Longevity Pay-Administration	1,300.00	1,300.00	0.00	100.0%
521192 · Worker's Compensation Ins.	417.66	700.00	-282.34	59.7%
521194 · Asst Town Secretary Salary	20,415.07	65,775.80	-45,360.73	31.0%
521195 · Overtime	1,248.63	5,000.00	-3,751.37	25.0%
521196 · TMRS-Retirement	3,506.77	12,500.00	-8,993.23	28.1%
521202 · Training Seminars	100.00	2,000.00	-1,900.00	5.0%
<b>Total 520000 · Administrative</b>	<b>68,998.38</b>	<b>260,356.00</b>	<b>-191,357.62</b>	<b>26.5%</b>

Town of Double Oak  
Profit & Loss Budget vs. Actual  
October 2020 through September 2021

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
<b>530000 - Public Works</b>				
521021 - Building Repair/Remodeling	1,507.16	8,000.00	-6,492.84	18.8%
521025 - Building Expenditures	1,300.00	2,000.00	-700.00	65.0%
521120 - Lien Filing Expense	36.50	100.00	-63.50	36.5%
530025 - Mosquito Control Program	0.00	150.00	-150.00	0.0%
530100 - Animal Control Officer	6,820.00	17,050.00	-10,230.00	40.0%
530101 - Public Works Director Salary	0.00	0.00	0.00	0.0%
530102 - Public Works Director TMRS	0.00	0.00	0.00	0.0%
530103 - Public Works Director FICA	0.00	0.00	0.00	0.0%
530104 - Public Works Director (H/D/L)	0.00	0.00	0.00	0.0%
530105 - PW Director (TWC/Unempl Ins)	0.00	0.00	0.00	0.0%
530106 - Building Official Overtime	0.00	0.00	0.00	0.0%
530110 - Building Inspectors	12,000.00	36,000.00	-24,000.00	33.3%
530111 - Building Inspectors Phone	0.00	0.00	0.00	0.0%
530115 - Code Enforcement	0.00	0.00	0.00	0.0%
530116 - Code Enforcement Liab Ins-TML	339.98	700.00	-360.02	48.6%
530125 - Council Discretionary Fund	0.00	0.00	0.00	0.0%
530150 - Grounds Maintenance	2,382.00	9,000.00	-6,618.00	26.5%
530151 - Grounds Equipment	0.00	0.00	0.00	0.0%
530175 - Equipment Repair/Maintenance	0.00	0.00	0.00	0.0%
530180 - Minor Equipment	0.00	0.00	0.00	0.0%
530200 - Lot Mowing/Tree Trim Service	1,055.00	13,000.00	-11,945.00	8.1%
530201 - Public Works Training	0.00	1,000.00	-1,000.00	0.0%
530202 - Longevity Pay- Public Works	0.00	0.00	0.00	0.0%
530203 - Vehicle Payment	0.00	0.00	0.00	0.0%
530204 - Vehicle Maintenance	0.00	500.00	-500.00	0.0%
530205 - Vehicle Fuel	600.00	1,800.00	-1,200.00	33.3%
530206 - Uniforms	0.00	0.00	0.00	0.0%
530210 - Membership Dues/Licensing	0.00	0.00	0.00	0.0%
530230 - Other Professional Services	346.59	2,000.00	-1,653.41	17.3%
530231 - Other Supplies	0.00	1,000.00	-1,000.00	0.0%
530235 - Printing	0.00	100.00	-100.00	0.0%
530240 - Postage	0.00	0.00	0.00	0.0%
530245 - Computer Support	594.30	3,000.00	-2,405.70	19.8%
530260 - Septic Inspections	100.00	5,000.00	-4,900.00	2.0%
530270 - Sewage Services	6,316.02	25,000.00	-18,683.98	25.3%
530271 - Vehicle Reimbursement	0.00	0.00	0.00	0.0%
530272 - Incentive Pay	0.00	0.00	0.00	0.0%
530273 - Worker's Compensation Ins	0.00	0.00	0.00	0.0%
530277 - General Liability Insurance	0.00	0.00	0.00	0.0%
530280 - Hazardous Waste Disposal	0.00	0.00	0.00	0.0%
531020 - Credit Card Convenience Fee	0.00	0.00	0.00	0.0%
531201 - Weather Siren	0.00	1,000.00	-1,000.00	0.0%
<b>Total 530000 - Public Works</b>	<b>33,397.55</b>	<b>126,400.00</b>	<b>-93,002.45</b>	<b>26.4%</b>
<b>540000 - Streets and Drainage</b>				
540019 - Engineering General	10,147.61	40,000.00	-29,852.39	25.4%
540060 - Crack Seal & Potholes	0.00	30,000.00	-30,000.00	0.0%
540110 - Current Year Road Repairs	4,000.00	200,000.00	-196,000.00	2.0%
540111 - Prior Year Road Repairs	0.00	0.00	0.00	0.0%
540155 - MS4 Stormwater	0.00	7,500.00	-7,500.00	0.0%
540177 - Public Works Projects Costs	0.00	0.00	0.00	0.0%
540200 - Sign Repair and Replacement	0.00	3,000.00	-3,000.00	0.0%
<b>Total 540000 - Streets and Drainage</b>	<b>14,147.61</b>	<b>280,500.00</b>	<b>-266,352.39</b>	<b>5.0%</b>

Town of Double Oak  
**Profit & Loss Budget vs. Actual**  
October 2020 through September 2021

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
<b>550000 · Police Department</b>				
550120 · Capital Equipment (Auto)	-5,400.00	0.00	-5,400.00	100.0%
550135 · Computer Equip/Supplies/SW Main	3,991.72	33,031.00	-29,039.28	12.1%
550140 · Equipment Repair & Maintenance	0.00	1,200.00	-1,200.00	0.0%
550145 · Health/Dental/Life Insurance	35,253.65	130,682.00	-95,428.35	27.0%
550219 · Membership Dues	130.00	900.00	-770.00	14.4%
550220 · Minor Equipment	109.72	1,600.00	-1,490.28	6.9%
550230 · Other Professional Services	0.00	0.00	0.00	0.0%
550240 · Office Supplies	608.04	500.00	108.04	121.6%
550248 · Publications	0.00	400.00	-400.00	0.0%
550249 · External Contracts	1,760.00	6,000.00	-4,240.00	29.3%
550250 · Postage	0.00	0.00	0.00	0.0%
550251 · Printing	182.72	350.00	-167.28	52.2%
550252 · Police Chief Salary	34,243.02	90,033.00	-55,789.98	38.0%
550253 · Police Asst. Chief Salary	13,849.78	80,021.00	-66,171.22	17.3%
550254 · Police Officers' Salary	11,124.35	344,429.00	-333,304.65	3.2%
550255 · Administrative Assistant PD	0.00	0.00	0.00	0.0%
550256 · Crossing Guard	1,746.16	7,000.00	-5,253.84	24.9%
550257 · Police Department Overtime	551.22	5,000.00	-4,448.78	11.0%
550261 · Criminal Investigations	50.00	2,000.00	-1,950.00	2.5%
550262 · General Liability Insurance	5,552.90	10,148.00	-4,595.10	54.7%
550263 · TWC Unemployment Ins	0.00	0.00	0.00	0.0%
550264 · Incentive Pay	2,972.68	8,700.00	-5,727.32	34.2%
550271 · Salaries Benefits - FICA	10,994.04	41,060.00	-30,065.96	26.8%
550275 · Salaries Benefits - TMRS	12,568.17	43,666.00	-31,097.83	28.8%
550276 · Human Resources	0.00	1,500.00	-1,500.00	0.0%
550277 · Longevity Pay	3,575.00	3,575.00	0.00	100.0%
550278 · Worker's Compensation Ins	5,568.80	22,823.00	-17,254.20	24.4%
550280 · Communications	5,661.95	14,000.00	-8,338.05	40.4%
550281 · Training	1,546.07	6,000.00	-4,453.93	25.8%
550286 · Training Ammo	304.40	2,500.00	-2,195.60	12.2%
550290 · Uniforms	3,134.22	8,000.00	-4,865.78	39.2%
550291 · Patrol Equipment	3,878.71	5,000.00	-1,121.29	77.6%
550292 · Community Programs	0.00	1,000.00	-1,000.00	0.0%
550293 · Traffic Management	0.00	500.00	-500.00	0.0%
550294 · Evidence Room Supplies	0.00	500.00	-500.00	0.0%
550295 · Goodwill	507.45	1,000.00	-492.55	50.7%
550300 · Vehicle Fuel	3,313.06	17,200.00	-13,886.94	19.3%
550400 · Vehicle Repair & Maintenance	911.10	13,500.00	-12,588.90	6.7%
<b>Total 550000 · Police Department</b>	<b>158,688.93</b>	<b>903,818.00</b>	<b>-745,129.07</b>	<b>17.6%</b>
<b>560000 · Municipal Court</b>				
560010 · Judges Services	2,000.00	10,000.00	-8,000.00	20.0%
560015 · Jury Services	0.00	240.00	-240.00	0.0%
560018 · Jail Services	0.00	0.00	0.00	0.0%
560020 · Prosecuting Attorney	1,700.00	10,000.00	-8,300.00	17.0%
560025 · Other Professional Services	0.00	0.00	0.00	0.0%
560026 · Court Clerk - Salary	17,968.44	58,323.00	-40,354.56	30.8%
560027 · Court Clerk- FICA	1,334.30	5,400.00	-4,065.70	24.7%
560028 · Court Clerk - TMRS	1,510.98	5,600.00	-4,089.02	27.0%
560029 · Court Clerk Ins (H/D/L)	2,492.60	8,400.00	-5,907.40	29.7%
560030 · Court Clerk - Longevity	785.00	785.00	0.00	100.0%
560031 · Overtime	1,130.63	5,000.00	-3,869.37	22.6%
560035 · Court Supplies,Equip & S/W Main	111.72	3,500.00	-3,388.28	3.2%
560055 · Membership Dues	0.00	120.00	-120.00	0.0%
560076 · Incentive Pay	184.64	600.00	-415.36	30.8%
<b>Total 560000 · Municipal Court</b>	<b>29,218.31</b>	<b>107,968.00</b>	<b>-78,749.69</b>	<b>27.1%</b>

**Town of Double Oak  
Profit & Loss Budget vs. Actual**

October 2020 through September 2021

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
<b>570000 · Double Oak Vol. Fire Department</b>				
570020 · DOVFD Operations Contribution	25,000.00	100,000.00	-75,000.00	25.0%
570021 · General Liability Insurance	3,853.06	7,200.00	-3,346.94	53.5%
570022 · Worker's Compensation Ins	974.54	2,500.00	-1,525.46	39.0%
<b>Total 570000 · Double Oak Vol. Fire Department</b>	<b>29,827.60</b>	<b>109,700.00</b>	<b>-79,872.40</b>	<b>27.2%</b>
<b>Total Expense</b>	<b>380,151.82</b>	<b>1,914,217.00</b>	<b>-1,534,065.18</b>	<b>19.9%</b>
<b>Net Ordinary Income</b>	<b>639,631.21</b>	<b>0.00</b>	<b>639,631.21</b>	<b>100.0%</b>
<b>Net Income</b>	<b>639,631.21</b>	<b>0.00</b>	<b>639,631.21</b>	<b>100.0%</b>

	Jan 15, 21
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
102302 · Independent Bank Money Market	930,406.43
102303 · Independent Bank Checking	797,360.86
102304 · Police Leose Training Fund	194.56
102306 · John B. Wright Memorial Fund	556.11
102307 · DO Police Dept Chapter 59	8.61
102400 · Petty Cash	499.21
102450 · DATCU	4,371.67
106101 · Certificate of Deposit	446,863.09
Total Checking/Savings	2,180,260.54
Accounts Receivable	
106100 · Accounts Receivable	28,160.45
Total Accounts Receivable	28,160.45
Other Current Assets	
104100 · Bartonville Water Certificate	2,000.00
106150 · Interest Receivable	783.28
106400 · Employee Receivables	530.44
106700 · Property Taxes Receivable	9,483.45
106800 · Sales Tax Receiveable	44,417.98
106900 · Prepaid Costs	13,519.29
Total Other Current Assets	70,734.44
Total Current Assets	2,279,155.43
<b>TOTAL ASSETS</b>	<b>2,279,155.43</b>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
202000 · Accounts Payable	4,216.91
Total Accounts Payable	4,216.91
Other Current Liabilities	
106300 · Allowance for Uncoll Taxes	9,483.45
200000 · Payroll Liabilities	
201200 · FICA/Medicare Withholding	850.50
201500 · TMRS Payable	1,945.76
202507 · Dependant Health Care Cover...	-292.11
202508 · AFLAC Deduction	35.70
202509 · Child Support Withholding Or...	111.85
202513 · Vision Insurance	87.38
202516 · Dependent Life Insurance	146.72
200000 · Payroll Liabilities - Other	6,893.75
Total 200000 · Payroll Liabilities	9,779.55
200504 · Town Hall Reservation Deposits	650.00

Town of Double Oak  
**Balance Sheet**  
As of January 15, 2021

	Jan 15, 21
201250 · Cr Card Fees/Collection Charges	-359.79
202250 · Town Hall Renovations	100.00
202501 · Court Fees & Fines Due State	2,604.43
202502 · Technology Fees	5,615.92
202503 · Court Security Fees	19,582.48
202504 · Police LEOSE Training Account	194.56
202506 · Child Safety Fund	3,602.18
202511 · Omnibase Fees Due	156.68
202512 · Court Collections	8,622.03
202760 · Time Payment Reimbursement F...	20.03
203002 · Park Fund Account	205.14
2050000 · Accured Payroll	21,589.95
205555 · Police Grants	347.25
206250 · Sewer System Maintenance	8,254.37
206500 · Police-Chapter 59	8.61
208000 · Golf Tournament	44.85
<b>Total Other Current Liabilities</b>	<b>90,501.69</b>
<b>Total Current Liabilities</b>	<b>94,718.60</b>
<b>Total Liabilities</b>	<b>94,718.60</b>
<b>Equity</b>	
3000 · Fund Balances	860,032.45
3100 · Town Contingency	100,000.00
3200 · Road Contingency	150,000.00
3600 · Street and Drainage Fund	200,000.00
3900 · Retained Earnings	234,773.17
et Income	639,631.21
<b>Total Equity</b>	<b>2,184,436.83</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,279,155.43</b>

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS, AMENDING THE MASTER FEE SCHEDULE FOR THE TOWN OF DOUBLE OAK TO REVISE RATES CHARGED BY THE TOWN FOR TOWN SANITARIAN SERVICES, INSPECTIONS AND RE-INSPECTIONS, HEALTH INSPECTION SERVICES AND PROFESSIONAL FEES; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; PROVIDING THAT FUTURE AMENDMENTS TO THE MASTER FEE SCHEDULE MAY BE EFFECTED BY ORDINANCE OR RESOLUTION; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council of the Town of Double Oak has heretofore adopted a Master Fee Schedule, which is published and codified as Appendix "A" to the Code of Ordinances, Town of Double Oak, Texas, for the purpose of setting forth the comprehensive fees assessed and collected by the Town for a range of applications, permits, licenses, services and activities; and

**WHEREAS**, the Town Council desires to amend the said Fee Schedule to revise or add existing or new fees and does so by this Ordinance; and

**WHEREAS**, in the event there is a conflict between a fee listed in the Master Fee Schedule and the provisions of any other Town ordinance or resolution, the provisions of the Master Fee Schedule shall prevail; and

**WHEREAS**, although the purpose of this ordinance is to amend the Master Fee Schedule, this ordinance is not intended to amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule, Now, Therefore

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

**SECTION 1.** That of and from the effective date of this ordinance, the fees and charges set out in the amendment to the Master Fee Schedule, adopted as Appendix A to the Code of Ordinances, Town of Double Oak, Texas, attached hereto as Exhibit "A" shall be collected on behalf of the Town for the listed applications, permits, licenses, activities or services.

**SECTION 2.** That in the event of a conflict between a fee set out in the Master Fee Schedule and the provisions of any other Town ordinance or resolution, the provisions of the Master



Fee Schedule shall prevail; however, this ordinance shall not amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule and such fees shall continue in effect for all purposes until amended by ordinance or resolution or transferred to the Master Fee Schedule.

**SECTION 3.** That future amendments to the Master Fee Schedule may be effected by the Town Council by ordinance or resolution, each of which shall have the same effect in amending the provisions of the Master Fee Schedule.

**SECTION 4.** That all provisions of the ordinances and resolutions of the Town of Double Oak in conflict with the provisions of this ordinance be and the same are hereby repealed and all other provisions of the ordinances and resolutions of the Town of Double Oak not in conflict with the provisions hereof shall remain in full force and effect.

**SECTION 5.** That if any section, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, it being the legislative intent that the provisions of this ordinance are severable and that the ordinance shall continue in effect notwithstanding the invalidity of such section, sentence, clause, or phrase.

**SECTION 6.** 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 ADOPTED AND APPROVED** by the Town Council of the Town of Double Oak, Texas, on this the \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED:

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MAYOR

ATTEST:

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TOWN SECRETARY

APPROVED AS TO FORM:

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TOWN ATTORNEY

**EXHIBIT "A"**

**APPENDIX A**

**FEE SCHEDULE**

**ARTICLE 4.000 BUILDING RELATED FEES**

From and after the effective date of this article, the following fees and charges shall be collected on behalf of the town for the listed permits or services to cover the town's cost where such services are required for permit issuance, plan review, investigation, inspection, reinspection and approval or on request.

	Inspector	Admin cost	Total Fee
Septic (new or replacement system)			
Septic Repair (additional lateral lines)			
Septic Reinspection			

**ARTICLE 8.000 PERMIT FOR INSTALLATION/MODIFICATION OF SEWAGE DISPOSAL SYSTEMS**

Permit fees shall be as follows:

- (1) Septic (new or replacement system) \$500.00.
- (2) Septic repair or modification \$300.00
- (3) Septic Reinspection (per inspection)  
New Installs: \$300.00  
Repair or Modifications: \$275.00.
- (4) Water Samples \$300.00.
- (5) Complaints (per complaint) \$225.00
- (6) Administrative Duties (per hour) \$30.00

The above fees may require additional reinspections and are subject to 100 percent of all engineering fees incurred by the applicant. Final approval of on-site sewage disposal systems shall not be granted until all fees are paid."

**ARTICLE 5.000 BUSINESS RELATED FEES**

Food Service Inspections – Per each inspection	\$250.00
Permanent Food Establishment Inspection	
Mobile Food Vendor Inspection	
Seasonal Vender Inspection	
Temporary Event Inspection – per each vendor permit	\$150.00
Complaint Investigation – Per each complaint	\$175.00
Plan Review Fees	

## **ARTICLE 11.000 MISCELLANEOUS PERMITS FEES**

### **Professional Fees**

a) In addition to other fees, the Town will assess to a property owner, developer, subdivider or applicant the actual costs incurred by the Town for engineering fees and legal fees associated with the review and evaluation of a development or construction permit application including but not limited to a preliminary plan application, plat, or other development application, where such engineering or legal fees are incurred by the Town in processing the application. The payment of these fees shall be a condition of plat approval and development approval and shall be a prerequisite to the acceptance of any improvements or the issuance of construction or building permits.

b) All fees or charges shall be paid in advance, and the Town may request that the applicant post a deposit to secure the payment of anticipated expenses and fees. No action of the planning and zoning commission or board of adjustment or any other board, commission or agency shall be valid until the fees or charges have been paid.

c) An application, including a preliminary plan application and a plat application, shall not be deemed as filed or otherwise submitted to the Town for approval until a deposit has been furnished to the Town by the applicant in the amount of professional fees that are reasonably anticipated to be incurred by the Town in the review and evaluation of the application.

ORDINANCE NO. 08-06 EXHIBIT 'A'  
 FEE SCHEDULE AS APPROVED

CREDIT CARD PAYMENTS REQUIRE AN ADDITIONAL 3% CONVENIENCE FEE  
 ANIMAL CONTROL

	ADMIN COST	TOTAL FEE
Registration for cats	\$5.00	\$5.00
Registration for dogs	\$5.00	\$5.00
Registration for ferrets	\$5.00	\$5.00
Registration for miniature pigs	\$5.00	\$5.00

BUILDING PERMITS - COMMERCIAL

	ADMIN COST	TOTAL FEE
Commercial Building*		Greater of \$500 + all required permits OR \$0.75 sq ft+ all required permits \$350.00 \$450.00
Temporary Construction Office - without plumbing	\$300	
Temporary Construction Office - with plumbing	\$400	
Electrical Permit - Commercial*		Greater of \$115 or Actual costs + Admin Fee.
Mechanical Permit - Commercial*	\$60.00	Greater of \$ 85 or Actual costs + Admin Fee.
Plumbing permit - Commercial*	\$25.00	Greater of \$115 or Actual costs + Admin Fee. \$0.10 sq ft
Parking Lots & Drives (all materials)	\$800.00	\$25.00 per lot Actual Costs + \$25 Admin Fee.
Erosion plan review and inspection*		2% of Construction Costs + \$25 Admin Fee.
Plan Review (non refundable) Commercial*		2% of Construction Costs + \$25 Admin Fee. \$85.00 per 300 Linear feet
Sanitary Sewer - Commercial*		Greater of \$85.00 or Actual costs + Admin Fee.
Storm Sewer - Commercial*		Greater of \$85.00 or Actual costs + Admin Fee.
Fence		
Flat Work (Other than Parking Lots) *		
Foundation *		
Pole Light (10 foot maximum)	\$60.00	\$25.00
Pole Light (greater than 10 feet)	\$120.00	\$25.00
Sidewalks	\$60.00	\$25.00
Water Heaters	\$90.00	\$25.00
All other permits*		Residential Fees Apply

BUILDING PERMITS - RESIDENTIAL

	INSPECTOR	ADMIN COST	TOTAL FEE
Accessory Building (Slab, elect. & Plumbing)	\$240.00	\$25.00	\$265.00
Accessory Building (Building on Skids)	\$60.00	\$25.00	\$85.00
Accessory Building (Slab)	\$150.00	\$25.00	\$175.00
Accessory Building (Slab and Electrical)	\$180.00	\$25.00	\$205.00
Barn (no cement floor, lights etc.)	\$60.00	\$25.00	\$85.00
Barn (with cement floor and lights)	\$180.00	\$25.00	\$205.00
Barn (with cement floor, lights & plumbing)	\$240.00	\$25.00	\$265.00
Culvert/headwall/driveway	\$90.00	\$25.00	\$115.00
Decks over 30 inches high (no electrical) requires railing	\$60.00	\$25.00	\$85.00

BUILDING PERMITS - RESIDENTIAL (continued)

	INSPECTOR	ADMIN COST	TOTAL FEE
Dish, (greater than 3 feet in diameter)	\$60.00	\$25.00	\$85.00
Electrical Permit	\$90.00	\$25.00	\$115.00
Erosion plan review and inspection	\$800.00	\$25.00	\$825.00
Fence (perimeter)	\$60.00	\$25.00	\$85.00
Fence (pool)	\$30.00	\$25.00	\$55.00
Flat Work	\$60.00	\$25.00	\$85.00
Foundation	\$60.00	\$25.00	\$85.00
Gazebo (no slab no electrical)	\$60.00	\$25.00	\$85.00
Gazebo (with slab no electrical)	\$90.00	\$25.00	\$115.00
Gazebo ( slab and electrical)	\$150.00	\$25.00	\$175.00
Mechanical Permit	\$60.00	\$25.00	\$85.00
Parking Lots (concrete)			\$0.10 sq ft
Pool (above ground) plus fence	\$300.00	\$25.00	\$325.00
Pool (inground) Spa plus fence	\$300.00	\$25.00	\$325.00
Patio & slab & electrical	\$150.00	\$25.00	\$175.00
Plan Review (non refundable) residential homes & Commercial	\$30.00	\$25.00	\$55.00
Plumbing permit	\$90.00	\$25.00	\$115.00
Pole Light (10 foot maximum)	\$60.00	\$25.00	\$85.00
Propane/natural gas	\$60.00	\$25.00	\$85.00
Re Roof Inspection	\$60.00	\$25.00	\$85.00
Residence, New			\$0.50 sq feet + all required permits
Residence Addition or Remodel under 1200 sq ft			All required permits - not to exceed \$500
Residence Addition or Remodel over 1200 sq ft			\$200 + all required permits
Septic (new or replacement system)	\$365.00	\$135.00	\$500.00 RECOUP SANITARIAN FEE
Septic repair (additional lateral lines)	\$250.00	\$25.00	\$275.00
Septic reinspection	\$75.00	\$25.00	\$100.00
Setback inspections (on request)	\$30.00	\$25.00	\$55.00
Sprinkler System	\$60.00	\$25.00	\$85.00
Tree Inspections (to verify hardships)	\$60.00	\$25.00	\$85.00
Water Well Permit	\$135.00	\$25.00	\$160.00 RECOUP SANITARIAN FEE
Sidewalks, pathways, flatwork	\$60.00	\$25.00	\$85.00
Hot Water Heater	\$60.00	\$25.00	\$85.00
*Red Tag Fee	\$30.00	\$25.00	\$55.00
Inspection / Reinspection Fee level I	\$30.00	\$25.00	\$55.00
Inspection / Reinspection Fee level II	\$60.00	\$25.00	\$85.00
Inspection / Reinspection Fee level III	\$90.00	\$25.00	\$115.00
Inspection / Reinspection Fee level IV	\$120.00	\$25.00	\$145.00
Town Engineer			\$ 125 per hour or part thereof plus 10% Admin Fee

BUSINESS DISTRICT LICENSE/INSPECTION FEES

Fire Department Inspection Fees - Business Zone District  
Plan review and initial acceptance inspections:

	INSPECTOR	ADMIN COST	TOTAL FEE
Base building only:			
0 to 5,000 square feet	\$150.00	\$25.00	\$175.00
5,001 to 15,000 square feet	\$200.00	\$25.00	\$225.00
15,001 to 25,000 square feet	\$250.00	\$25.00	\$275.00
25,001 TO 50,000 square feet	\$350.00	\$25.00	\$375.00
Over 50,001 square feet	\$500.00	\$25.00	\$525.00
Water based fire suppression system inspection	\$200.00	\$25.00	\$225.00
Fire alarm system inspection	\$250.00	\$25.00	\$275.00
Mechanical hood/fire extinguishing system inspection	\$150.00	\$25.00	\$175.00
Reinspection fees			
2nd inspection	\$25.00	\$25.00	\$50.00
3rd inspection or more	\$50.00	\$25.00	\$75.00
Portable fuel tank during construction inspection	\$50.00	\$25.00	\$75.00
Gas or oil well fire inspection	\$1,000.00	\$25.00	\$1,025.00
Gas or oil well tank farm (including piping from gas or oil well)	\$1,000.00	\$25.00	\$1,025.00

OIL AND GAS WELL INSPECTION FEES

Oil or gas well drilling permit application	\$8,500.00	\$25.00	\$8,525.00
Oil or gas well drilling nonrefundable processing fee per well head	\$1,000.00		\$1,000.00
Oil or gas well initial inspection fee (per well head) following installation of drilling rig	\$1,200.00	\$25.00	\$1,225.00
Oil or gas well inspection fee (per well head) following completion of drilling and installation of operating facilities	Included in Above		Interlocal
Oil or gas well inspection fees - Annual	\$200.00	\$25.00	\$225.00
Oil or gas well inspection fees - Red Tag or Re-Inspection	\$200.00	\$25.00	\$225.00
Pipeline permit application	\$7,500.00		Interlocal
Reimbursement for public notices	Actual cost		
Annual administrative fee	\$100.00		
Use of public roads, street crossings, public ROW or easements	\$1.00 per linear foot of pipe up to and including 6 inches in diameter		
Use of the right-of-way for monitoring wells - good for 2 years	Additional \$0.50 per inch of nominal diameter per linear foot over and above 6 inches in diameter		
Rate increased by \$100 for each additional year authorized	\$250 for a well 12 inches or less in diameter and 20 feet or less in depth		
	plus \$10 per inch of nominal diameter over and above 12 inches in diameter and \$10 per foot of depth over 20 feet in depth		

Sexually Oriented Business Initial License (nonrefundable)  
Sexually Oriented Business Annual License

Sexually Oriented Business Initial License (nonrefundable)	\$1,000.00	\$25.00	\$1,025.00
Sexually Oriented Business Annual License	\$500.00	\$25.00	\$525.00

Sign Permit:

Permanent Class II Subdivision Signs			\$10.00 sq foot
Banner Signs		\$25.00	
Permanent - Commercial Class III Signs	\$10 /sq ft + \$90	\$25.00	
Temporary - Commercial Class III Signs	\$10 sq ft	\$25.00	

MISCELLANEOUS PERMIT/FEES				
Board of Adjustment application fee	\$125.00	\$25.00	\$150.00	Actual Cost of bill + 10%
Late fee for delinquent utility bill				Actual Costs + \$25 Admin Fee.
Document filings (county courthouse)	Actual cost	\$25.00	\$3.00	
Identification Cards			\$25.00	
Solicitor's Permit		\$25.00	\$25.00	
Demolition Permit			\$25.00	
Bicycle Race Permit	\$25.00			
ZONING RELATED FEES				NEW - REVIEW APPLICATION NEW PERMIT
Site Plan Review*			\$875.00	
Preliminary Development Plan Application* (Preliminary Plat)	\$850.00	\$25.00	\$100.00 + \$25.00 Admin Fee	
Final Development Plan Application* (Final Plat)			\$1000 minimum + \$25.00 Admin Fee	
Zoning Change Application*		\$225.00	\$225 per lot + \$25.00 Admin Fee	
Minor Replatting Fee ( up to 4 Residential lots)	\$225 per lot	\$25.00	\$250.00	
		\$25.00	\$225 per lot + \$25.00 Admin Fee	

\* Professional Services (invoiced at actual cost plus 10% processing fee) will be added for costs /services beyond those contained in the basic fee.

+ Actual Costs defined as actual costs incurred plus 10% Handling & Processing fee