



DOUBLE OAK

Town of Double Oak  
Town Council – Public Meeting

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

Monday, March 15, 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.”*

*Proclamation Honoring  
Mark and Peggy Rose Appreciation Day*

*Congratulations to Town Secretary  
Eileen Kennedy on her 15<sup>th</sup> Anniversary with the  
Town of Double Oak*

II. Citizens comments

III. Consent Agenda - All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

1. Consideration on minutes from the March 1, 2021 meeting.
2. Consideration on Joint Election Agreement and Contract for May 1, 2021 General Election services with Denton County.

IV. Mayor, Council Members and Staff reports:

2. Mayor and Council
3. Public Works - Code Enforcement – Animal Control
4. Engineering
5. Administration

6. Public Safety
7. Roads and Drainage Committee

V. New business agenda (consideration and action):

8. Review of March 2021 Y-T-D Financial Report  
Presentation: Town Treasurer Billie Garrett
9. Discussion on Public Works and Town Engineer Department Items  
Presentation: Mayor Donnelly
10. Council - staff announcements and comments:

- Double Oak Women's Club Easter Egg Hunt  
Double Oak Town Hall  
Saturday, April 3, 2021, 10:00am

- May 1, 2021 Municipal Election Day  
The following candidates will appear on the ballot:

MAYOR  
Von Beougher

COUNCIL MEMBER (2 SEATS)  
Patrick Johnson  
Scott Whisenhunt  
Casey Garrison Parsons

11. Adjournment

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the Town Attorney, or on any other item covered under the code, on any agenda item listed herein.

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

I certify that the above notice of meeting was posted by Friday, March 12, 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*

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.

**PROCLAMATION HONORING  
MARK AND PEGGY ROSE**

*WHEREAS* Mark and Peggy Rose moved to Double Oak, Texas in 2009 and lived in Carruth Estates; and

*WHEREAS* they chose Double Oak because they admired the small-town big heart feel; and

*WHEREAS* they opened their business Living Earth-Double Oak in 2009 which produces sales tax revenue for the town and Brewtus the Living Earth bull is a big attraction in the annual DOVFD July 4th Parade; and

*WHEREAS* upon becoming residents and opening their business they immediately became active members in the community and sponsors of town and organizations events; and

*WHEREAS* Mark and Peggy Rose are philanthropists and support the town, Double Oak Women's Club, Double Oak Volunteer Fire and Double Oak Police Departments events; and

*WHEREAS* Mark Rose has served on the Double Oak Planning and Zoning Commission as a Board Member, as Vice-Chair and is the current Chairman; and

*WHEREAS* Mark and Peggy have been thoughtful and wonderful neighbors in the Carruth Estates neighborhood; and

*WHEREAS* in their own words "we have made so many wonderful friends that we will keep forever. Supporting organizations like the DOWC and others that help people we know is worthwhile. We like being part of our town, knowing the town council, police, and firefighters. Goodbyes are so sad and final, so it's going to be a see you later from us."; and

**NOW, THEREFORE, BE IT RESOLVED**, the Double Oak Town Council, Administration Staff, Double Oak Police Department, Double Oak Volunteer Fire Department and Double Oak Women's Club recognize Mark and Peggy Rose for their community service, and together, we wish them many blessings and good health in their new home.

*Today Monday, March 15, 2021 is proclaimed as*

**MARK AND PEGGY ROSE APPRECIATION DAY**

**PROCLAIMED** this 15<sup>th</sup> day of March 2021.

*Mike Donnelly*

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

Town Council  
Administration Staff  
Boards & Commissions

Double Oak Police Department  
Double Oak Volunteer Fire Department  
Double Oak Women's Club

# UNAPPROVED-NOT FOR PUBLICATION

STATE OF TEXAS  
COUNTY OF DENTON  
TOWN OF DOUBLE OAK

The Double Oak Town Council met in regular session via Zoom at 7:00 p.m. March 1, 2021 with the following members present to-wit:

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

Also, in attendance were Town Secretary Eileen Kennedy, Assistant Town Secretary Lynn Jones, Administrative Town Clerk Brian Shults, Police Chief Ruben Rivas, Town Attorney David Berman, and Town Engineer Steve Templer.

The Mayor called the meeting to order at 7:02 p.m.

Mayor Pro-Tern Dent gave the invocation and Mayor Donnelly 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 February 1, 2021 meeting.

Motion Beougher, second Nelson to approve the minutes as presented

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

Motion carried

## IV. Mayor, Council Members and Staff reports:

2. Mayor and Council - Mayor Donnelly reported that two Double Oak Scouts will be honored at their Eagle Scout Court of Honor this weekend.

They are:

Joey Schoenrade, who made a picnic table for the park as his Eagle Scout project.

Grady Ward, his project was replacing the blue reflectors on fire hydrants and painted the hydrants.

Mayor Donnelly also reported that Mark and Peggy Rose will be moving from Double Oak and thanked the Rose's for their support to the town and best wishes to them.

3. Public Works - Code Enforcement -Animal Control -

Public Works-None

Code Enforcement - a few letters were mailed but giving the residents more time to comply due to the winter weather event.

Animal Control - report in the packet

4. Engineering

Town Engineer, Steve Templer reported the Braum's development is moving forward and would be reviewing the preliminary plat.

5. Administration

Town Secretary Eileen Kennedy reported that drawing for place on the May 1, 2021 General Election ballot was held on February 22<sup>nd</sup>. She also reported that Town Hall will be an early voting and election day site.

6. Public Safety

DOPD Police Chief Ruben Rivas stated the CARES compliance certification that was filed with Denton County on February 1, 2021 had to be amended due to the interest earned on the CARES bank account.

7. Roads and Drainage Committee - None

V. New business agenda (consideration and action):

8. Discussion, consideration, and action on February 2021 Winter storm event

Town Secretary Eileen Kennedy reported administration started preparing for the storm on the Friday before making sure all electronic devices at Town Hall were disconnected, water faucets dripping, and town devices (laptops, tablets, phones) were running properly so to stay in communication with staff and residents. Communications to residents were sent frequently through the website, Facebook, and Next Door.

DOPD Police Chief Ruben Rivas reported that during the storm event officers were kept up to date on the weather conditions, patrol units were running properly, limited patrols but responded the emergencies, and insured the building was kept warm. Town Hall was also made available to anyone who needed shelter from the storm.

DOVFD Fire Chief Scott Whisenhunt reported the department responded to 42 calls, assisted calls from ESD-1, and help with cleanup. Chief Whisenhunt said they will be working on a grant for a generator run on natural gas.

No action was taken.

9. Discussion, consideration, and action on a resolution\* supporting the State of Texas Legislature to conduct hearings and investigations into the February 2021 Winter storm event statewide electrical blackouts.

Motion Nelson, second Garrett to approve the resolution as presented.

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

Motion carried

10. Discussion, consideration, and action on waiving certain fees for permits due to the winter storm event occurring in February of 2021

Mayor Donnelly asked the council to waive certain permit fees in an effort to help businesses and residents with repairs due to the winter storm. Mayor Donnelly asked the waiver to be effective from March 1 to April 30.

Motion Beougher, second Dent to waive permit fees. Beougher amended his motion to add timeframe March 1, 2021 to April 30, 2021. Dent second the amended motion.

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

Motion carried

11. Discussion, consideration, and action on the Waketon Road Improvement Project.

Town Engineer Steve Temple reported the advertising for the Waketon Road Improvement Project will be March 7<sup>th</sup> and March 14<sup>th</sup>. Bids to be opened April 7<sup>th</sup>. Mr. Temple recommended the town make repairs to the asphalt at the intersection of Cross Timbers and Waketon as the result of water line repairs made by Cross Timbers Water Supply that is not a part of the Waketon Road Improvement Project.

12. Citizens comments - None
13. Council - staff announcements and comments:
  - May 1, 2021 municipal election day

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

MAYOR  
Von Beougher

COUNCIL MEMBER (2 SEATS)  
Patrick Johnson  
Scott Whisenhunt  
Casey Parsons

- Town Secretary Eileen Kennedy will celebrate her 15<sup>th</sup> anniversary with the town on March 15<sup>th</sup>.

14. Adjournment

With no further business to come before the Council, motion Whisenhunt, Dent second, the meeting was adjourned at 7:57 p.m.

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

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



**RESOLUTION NO. 21-02**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS WHICH SUPPORTS DOUBLE OAK'S STATE LEGISLATORS, DENTON COUNTY'S STATE LEGISLATIVE DELEGATION, THE STATE LEGISLATURE, LIEUTENANT GOVERNOR DAN PATRICK AND GOVERNOR GREG ABBOTT TO HOLD COMMITTEE HEARINGS AND CONDUCT INVESTIGATIONS INTO THE FEBRUARY 2021 WINTER STORM STATEWIDE POWER GRID CRISIS AND MANDATE IMPROVEMENTS TO PROTECT THE POWER GRID AND PROVIDE CONTINUOUS, RELIABLE AND AFFORDABLE POWER FOR TEXAS RESIDENTS AND BUSINESSES**

**WHEREAS**, the Town of Double Oak, Texas is an Incorporated Type A General Law municipality in the State of Texas; and,

**WHEREAS**, the residents of Double Oak are represented by an elected mayor and town council of five members: and,

**WHEREAS**, Double Oak is located in State Senate District 12 and is represented by Senator Jane Nelson, and, in Texas House District 63 and is represented by Representative Tan Parker; and,

**WHEREAS**, in February of 2021, a devastating winter storm hit the state affecting all 254 counties and Texas Governor Greg Abbott issued a statewide disaster declaration: and,

**WHEREAS**, this February 2021 winter storm took lives, left millions without power and water and caused devastating damage to homes and businesses: and,

**WHEREAS**, Governor Greg Abbott, has added the reform of the Electric Reliability Council of Texas (ERCOT) as an emergency item this legislative session and calls on the legislature to hold hearings and conduct investigations into ERCOT to ensure Texans never again experience power outages on the scale they have seen with this February 2021 winter storm event: and,

**WHEREAS**, the Texas Legislature is in session and has started committee hearings related to the February 2021 winter storm event and the statewide power grid crisis:

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

The Double Oak Town Council hereby supports Texas Governor Greg Abbott, Lieutenant Governor Dan Patrick, State Senator Jane Nelson, State Representative Tan Parker, Denton County's Legislative Delegation, and the State of Texas Legislature to hold hearings and conduct investigations related to the February 2021 winter storm power grid crisis. Protecting the Texas power grid is a state and national security interest. The legislature and industry must propose best practices, solutions and implement improvements so the State of Texas' power grid is never threatened again, and the residents and businesses of Texas are never again left in the dark and without water supply.

PASSED AND APPROVED this 1st day of March 2021.

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

ATTEST:

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

/S/

\_\_\_\_\_  
David Berman, Town Attorney

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**THE STATE OF TEXAS COUNTY OF DENTON**

**JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES**

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as "participating authority or participating authorities" located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint [election-date] election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

***RECITALS***

Each participating authority listed above plans to hold a General or Special Election on [election-date]. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County's voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

**I. ADMINISTRATION**

The participating authorities agree to hold a "Joint Election" with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

## **II. LEGAL DOCUMENTS**

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

## **III. VOTING LOCATIONS**

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

## **IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL**

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$12 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting- Lead Clerk (\$14/ hour), Clerk (\$12/ hour)

Election Day- Presiding Judge (\$14/hour), Alternate Judge (\$13/ hour), Clerk (\$12/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

## **V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT**

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 29, 2021) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an upper and lowercase format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051 (g).

## **VI. EARLY VOTING**

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered, and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staffs hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the [election-date] election will be as follows:

Monday, April 19, 2021 through Saturday, April 24, 2021; 8am - 5pm

Sunday, April 25, 2021; 11am-4pm

Monday, April 26, 2021 through Tuesday, April 27, 2021; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk  
Denton County Elections  
PO Box 1720  
Denton, TX 76202  
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk  
Denton County Elections  
701 Kimberly Drive, Suite AIOI  
Denton, TX 76208  
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11 :00 am each business day.

## **VII. EARLY VOTING BALLOT BOARD**

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

## **VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS**

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator  
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator  
Presiding Judge: Early Voting Ballot Board Judge  
Alternate Judge: Early Voting Ballot Board Alternate Judge



The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

#### **IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY**

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

#### **X. RUNOFF ELECTIONS**

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the [election-date] election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 5, 2021, with early voting being held in accordance with the Election Code.

## **XI. ELECTION EXPENSES AND ALLOCATION OF COSTS**

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in fill of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballot, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

## **XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION**

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

## **XIII. RECORDS OF THE ELECTION**

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public

Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

#### **XIV. RECOUNTS**

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

#### **XV. MISCELLANEOUS PROVISIONS**

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$40.023
Voter Registration Clerk	\$30.068 - \$33.299
Technology Resources Coordinator	\$43.227
Elections Technician	\$30.521 - \$34.762
Voter Registration Coordinator	\$37.503
Training Coordinator	\$41.899
Election Coordinator	\$34.763

## **XVI. COST ESTIMATES AND DEPOSIT OF FUNDS**

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the [election-date] election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

[costs]

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 26th day of January, 2021 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 11 day of March, 2021 been executed on behalf of the Town of Double Oak pursuant to an action of the Town of Double Oak so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:

  
\_\_\_\_\_  
Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF DOUBLE OAK:

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTESTED:

  
\_\_\_\_\_  
Town of Double Oak

## Profit &amp; 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 & 0	1,103,160.65	1,166,167.00	-63,006.35	94.6%
401201 • Penalty & Interest	1,496.35	2,500.00	-1,003.65	59.9%
401301 • Prior Year Property Taxes	4,132.61	2,000.00	2,132.61	206.6%
401315 • Sales Taxes	253,512.24	430,000.00	-176,487.76	59.0%
401601 • Franchise-Cross Timbers Water	15,600.22	20,000.00	-4,399.78	78.0%
401701 • Franchise-Cable TV	19,883.85	35,000.00	-15,116.15	56.8%
401801 • Franchise-Electric	90,904.53	95,000.00	-4,095.47	95.7%
401805 • Franchise-Garbage	7,493.45	13,000.00	-5,506.55	57.6%
401811 • Franchise-Gas	13,074.19	14,000.00	-925.81	93.4%
401901 • Franchise-Telephone	895.00	6,000.00	-5,105.00	14.9%
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>1,510,153.09</b>	<b>1,783,667.00</b>	<b>-273,513.91</b>	<b>84.7%</b>
<b>420000 • Fines and Forfeitures</b>				
420101 • Court Fines	28,673.07	68,000.00	-39,326.93	42.2%
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>28,673.07</b>	<b>68,000.00</b>	<b>-39,326.93</b>	<b>42.2%</b>
<b>430000 • Licenses and Permits</b>				
430101 • Fences	255.00	1,275.00	-1,020.00	20.0%
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	15,986.14	12,000.00	3,986.14	133.2%
430401 • Roofs	680.00	850.00	-170.00	80.0%
430501 • Septic Systems	4,550.00	3,500.00	1,050.00	130.0%
430601 • Sprinkler Systems	620.00	600.00	20.00	103.3%
430701 • Swimming Pools	1,309.75	1,625.00	-315.25	80.6%
430801 • Water Wells	0.00	0.00	0.00	0.0%
430901 • Plats and Subdivision Fees	300.00	0.00	300.00	100.0%
<b>Total 430000. Licenses and Permits</b>	<b>40,566.89</b>	<b>28,500.00</b>	<b>12,066.89</b>	<b>142.3%</b>
<b>440000 • Other Revenue</b>				
440101 • Administration Fees	503.66	1,500.00	-996.34	33.6%
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	7,345.79	7,000.00	345.79	104.9%
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>7,849.45</b>	<b>8,550.00</b>	<b>-700.55</b>	<b>91.8%</b>



**Profit & Loss Budget vs. Actual**

October 2020 through September 2021

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
<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	8,204.95	25,000.00	-16,795.05	32.8%
440701 . Town Hall Rental Fees	0.00	0.00	0.00	0.0%
<b>Total 440300 • Charges for Services</b>	<b>8,219.95</b>	<b>25,500.00</b>	<b>-17,280.05</b>	<b>32.2%</b>
<b>440400 • Park Funds</b>				
440401 A • 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>
<b>440500 • Carry Over from previous year</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Income</b>	<b>1,595,462.45</b>	<b>1,914,217.00</b>	<b>-318,754.55</b>	<b>83.3%</b>
<b>Gross Profit</b>	<b>1,595,462.45</b>	<b>1,914,217.00</b>	<b>-318,754.55</b>	<b>83.3%</b>
<b>Expense</b>				
<b>510000 . Town Administration</b>				
521000 • Town Salary Adjustments	0.00	0.00	0.00	0.0%
521012 . Attorney Fees	7,411.85	30,000.00	-22,588.15	24.7%
521033 • Custodial Services	3,859.98	8,000.00	-4,140.02	48.2%
521041 • Denton Central Appraisal Dist	3,406.10	7,100.00	-3,693.90	48.0%
521050 . Election Expense	0.00	5,500.00	-5,500.00	0.0%
521051 . Electricity	1,418.35	5,500.00	-4,081.65	25.8%
521060 • Financial Auditors	9,500.00	10,000.00	-500.00	95.0%
521070 • Natural Gas	740.76	1,000.00	-259.24	74.1%
521073 • Printer Copier	2,632.44	5,000.00	-2,367.56	52.6%
521133 . Ordinance Codification	395.00	3,000.00	-2,605.00	13.2%
521160 . Postage	1,097.61	2,000.00	-902.39	54.9%
521200 . Tax Billing Expense	1,197.00	1,300.00	-103.00	92.1%
521201 • Communications	4,679.45	10,500.00	-5,820.55	44.6%
521220 . Water	1,325.24	2,500.00	-1,174.76	53.0%
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>66,738.78</b>	<b>125,475.00</b>	<b>-58,736.22</b>	<b>53.2%</b>
<b>520000 • Administrative</b>				
521010 • Advertising	107.30	1,200.00	-1,092.70	8.9%
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	9,576.66	13,000.00	-3,423.34	73.7%
521032 • Council Contingency	600.55	25,517.20	-24,916.65	2.4%
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	692.28	1,500.00	-807.72	46.2%
521090 • General Liability Insurance	1,586.56	3,100.00	-1,513.44	51.2%
521091 . Health/Dental/Life Insurance	6,515.10	16,500.00	-9,984.90	39.5%
521130. Membership & Dues	914.00	1,500.00	-586.00	60.9%
521131 . Car Maintenance-Fuel-Travel	0.00	0.00	0.00	0.0%
521150 . Office Supplies	2,584.69	6,000.00	-3,415.31	43.1%
521151 . Other Professional Services	748.80	10,000.00	-9,251.20	7.5%
521153 . Other Supplies	0.00	1,000.00	-1,000.00	0.0%
521161 . Publications & Subscriptions	0.00	300.00	-300.00	0.0%

## Profit &amp; Loss Budget vs. Actual

October 2020 through September 2021

	Oct '20 - Sep 21	Budget	\$ Over Budget	% of Budget
521162 . Printing and Copying	0.00	600.00	-600.00	0.0%
521170 . Payroll Taxes - FICA	6,943.53	11,400.00	-4,456.47	60.9%
521172. TWC Unemployment Insurance	1,661.50	2,000.00	-338.50	83.1%
521190 . Town Secretary Salary	34,275.24	74,263.00	-39,987.76	46.2%
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	30,612.52	65,775.80	-35,163.28	46.5%
521195 . Overtime	1,533.21	5,000.00	-3,466.79	30.7%
521196. TMRS-Retirement	5,321.04	12,500.00	-7,178.96	42.6%
521202. Training Seminars	100.00	2,000.00	-1,900.00	5.0%
<b>Total 520000 • Administrative</b>	<b>105,490.64</b>	<b>260,356.00</b>	<b>-154,865.36</b>	<b>40.5%</b>
<b>530000 . Public Works</b>				
521021 . Building Repair/Remodeling	1,598.20	8,000.00	-6,401.80	20.0%
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	9,377.50	17,050.00	-7,672.50	55.0%
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%
53011 O. Building Inspectors	18,000.00	36,000.00	-18,000.00	50.0%
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	3,315.50	9,000.00	-5,684.50	36.8%
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	1,374.93	2,000.00	-625.07	68.7%
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	1,500.00	3,000.00	-1,500.00	50.0%
530260 • Septic Inspections	1,200.00	5,000.00	-3,800.00	24.0%
530270 . Sewage Services	9,505.93	25,000.00	-15,494.07	38.0%
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%

## Profit &amp; Loss Budget vs. Actual

October 2020 through September 2021

	Oct '20 • Sep 21	Budget	\$ Over Budget	% of Budget
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>49,203.54</b>	<b>126,400.00</b>	<b>-77,196.46</b>	<b>38.9%</b>
<b>540000 • Streets and Drainage</b>				
540019 • Engineering General	11,230.82	40,000.00	-28,769.18	28.1%
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>15,230.82</b>	<b>280,500.00</b>	<b>-265,269.18</b>	<b>5.4%</b>
<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	9,910.19	33,031.00	-23,120.81	30.0%
550140 • Equipment Repair & Maintenance	200.00	1,200.00	-1,000.00	16.7%
550145 • Health/Dental/Life Insurance	46,162.34	130,682.00	-84,519.66	35.3%
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	61.00	0.00	61.00	100.0%
550240. Office Supplies	628.50	500.00	128.50	125.7%
550248 • Publications	0.00	400.00	-400.00	0.0%
550249 • External Contracts	2,339.00	6,000.00	-3,661.00	39.0%
550250 • Postage	0.00	0.00	0.00	0.0%
550251 • Printing	182.72	350.00	-167.28	52.2%
550252 • Police Chief Salary	48,094.26	90,033.00	-41,938.74	53.4%
550253 • Police Asst. Chief Salary	26,160.70	80,021.00	-53,860.30	32.7%
550254 • Police Officers' Salary	93,609.83	344,429.00	-250,819.17	27.2%
550255 • Administrative Assistant PD	0.00	0.00	0.00	0.0%
550256 • Crossing Guard	2,887.88	7,000.00	-4,112.12	41.3%
550257. Police Department Overtime	893.52	5,000.00	-4,106.48	17.9%
550261 • Criminal Investigations	56.88	2,000.00	-1,943.12	2.8%
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	4,447.48	8,700.00	-4,252.52	51.1%
550271 • Salaries Benefits - FICA	17,029.41	41,060.00	-24,030.59	41.5%
550275 • Salaries Benefits - TMRS	19,196.61	43,666.00	-24,469.39	44.0%
550276 • Human Resources	41.13	1,500.00	-1,458.87	2.7%
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	6,380.92	14,000.00	-7,619.08	45.6%
550281 • Training	1,992.39	6,000.00	-4,007.61	33.2%
550286 • Training Ammo	304.40	2,500.00	-2,195.60	12.2%
550290 • Uniforms	6,772.25	8,000.00	-1,227.75	84.7%
550291 • Patrol Equipment	4,051.31	5,000.00	-948.69	81.0%
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	5,563.54	17,200.00	-11,636.46	32.3%
550400 • Vehicle Repair & Maintenance	1,264.45	13,500.00	-12,235.55	9.4%
<b>Total 550000. Police Department</b>	<b>308,274.58</b>	<b>903,818.00</b>	<b>-595,543.42</b>	<b>34.1%</b>

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

	<u>Oct '20 - Sep 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>560000 •Municipal Court</b>				
560010 . Judges Services	3,250.00	10,000.00	-6,750.00	32.5%
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	2,975.00	10,000.00	-7,025.00	29.8%
560025 . Other Professional Services	0.00	0.00	0.00	0.0%
560026 . Court Clerk - Salary	27,126.78	58,323.00	-31,196.22	46.5%
560027 . Court Clerk- FICA	2,082.35	5,400.00	-3,317.65	38.6%
560028 . Court Clerk • TMRS	2,318.83	5,600.00	-3,281.17	41.4%
560029 . Court Clerk Ins (H/D/L)	3,251.82	8,400.00	-5,148.18	38.7%
560030 •Court Clerk •Longevity	785.00	785.00	0.00	100.0%
560031 . Overtime	1,614.55	5,000.00	-3,385.45	32.3%
560035 •Court Supplies,Equip & S/W Main	471.71	3,500.00	-3,028.29	13.5%
560055 •Membership Dues	0.00	120.00	-120.00	0.0%
560076 •Incentive Pay	276.96	600.00	-323.04	46.2%
<b>Total 560000. Municipal Court</b>	<b>44,153.00</b>	<b>107,968.00</b>	<b>-63,815.00</b>	<b>40.9%</b>
<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 Departm ...</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>618,918.96</b>	<b>1,914,217.00</b>	<b>-1,295,298.04</b>	<b>32.3%</b>
<b>Net Ordinary Income</b>	<b>976,543.49</b>	<b>0.00</b>	<b>976,543.49</b>	<b>100.0%</b>
<b>Net Income</b>	<b>976,543.49</b>	<b>0.00</b>	<b>976,543.49</b>	<b>100.0%</b>

Mar 12, 21

**ASSETS**

**Current Assets**

**Checking/Savings**

102302 • Independent Bank Money Market	1,804,274.00
102303 . Independent Bank Checking	305,814.18
102304 . Police Leose Training Fund	1,182.30
102306 . John B. Wright Memorial Fund	556.78
102307 . DO Police Dept Chapter 59	8.62
102400 . Petty Cash	499.21
102450 . DATCU	3,269.12
106101 . Certificate of Deposit	449,689.93

**Total Checking/Savings** 2,565,294.14

**Accounts Receivable**

106100 . Accounts Receivable	26,923.66
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**Total Accounts Receivable** 26,923.66

**Other Current Assets**

104100 . Bartonville Water Certificate	2,000.00
106150 . Interest Receivable	783.28
106400 . Employee Receivables	208.08
106700. Property Taxes Receivable	9,483.45
106900 . Prepaid Costs	13,519.29

**Total Other Current Assets** 25,994.10

**Total Current Assets** 2,618,211.90

**TOTAL ASSETS** 2,618,211.90

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Accounts Payable**

202000 . Accounts Payable	4,216.91
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**Total Accounts Payable** 4,216.91

**Other Current Liabilities**

106300 . Allowance for Uncoll Taxes	9,483.45
200000 . Payroll Liabilities	
201200 . FICA/Medicare Withholding	803.56
201500 . TMRS Payable	1,966.58
202507-. Dependant Health Care Coverage	742.48
202508- . AFLAC Deduction	54.06
202509 . Child Support Withholding Order	111.85
202513 . Vision Insurance	85.40
202516 . Dependent Life Insurance	25.79
200000 . Payroll Liabilities - Other	7,696.84

**Total 200000. Payroll Liabilities** 11,486.56

Town of Double Oak  
**Balance Sheet**  
As of March 12, 2021

	<u>Mar 12, 21</u>
200504. Town Hall Reservation Deposits	650.00
201250 . Cr Card Fees/Collection Charges	-838.72
202250. Town Hall Renovations	100.00
202501 . Court Fees & Fines Due State	12,856.20
202502. Technology Fees	5,995.12
202503. Court Security Fees	20,029.78
202504 . Police LEOSE Training Account	1,182.30
202506. Child Safety Fund	3,627.18
202511 . Omnibase Fees Due	221.91
202512 . Court Collections	1,305.55
202760. Time Payment Reimbursement Fee	49.46
203002. Park Fund Account	205.81
203060 . Waketon Road Reconstruction	-568.77
2050000 . Accrued Payroll	21,589.95
205555 . Police Grants	347.25
206250. Sewer System Maintenance	8,413.87
206500 . Police-Chapter 59	8.62
208000 . Golf Tournament	44.85
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Total Other Current Liabilities	96,190.37
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Total Current Liabilities	100,407.28
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Total Liabilities	100,407.28
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Equity	
3000 . Fund Balances	560,032.45
3100. Town Contingency	100,000.00
3150 • Stormwater Structures Fund	100,000.00
3200 • Road Contingency	150,000.00
3250 • Waketon Road Town Project Fund	100,000.00
3450. Town Hall IT Server Fund	10,000.00
3550 • TCEQ MS4 (5-year) Fund	10,000.00
3600 • Street and Drainage Fund	200,000.00
3650 • Cross Timbers Drainage Project	20,000.00
3800 • Police Vehicle Fund	20,000.00
3850 . Police Body Camera Project Fund	40,000.00
3900 . Retained Earnings	231,508.16
Net Income	976,264.01
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Total Equity	2,517,804.62
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<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,618,211.90</b>
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Road and Drainage Committee Recommendation to Town Council  
Feb 12, 2021

The committee's proposal for reconstruction/overlay this FY is Double Oaks Drive.

For Crack sealing this and/or next FY, the top 15 roads are shown below. The Committee's recommendation is to get estimates for all 15, possibly excluding Double Oaks Drive, and crack seal as many as the budget will allow per FY. Committee also recommends evaluation, cost-wise, of re-slurry of roads in the Twin Lakes area instead of crack sealing. Note that Double Oaks Drive should not be crack sealed if it will be reconstructed within the next 2 years. We ask the Council to pre-approve these roads for CSing in FY 2020-2021 and/or FY 2021-2022.

Road	RANK
Thorne Hill Circle	1
Twin Lakes Ct	2
Fox Trot Lane	3
Eagles Peak Lane	4
Park Lane	5
Double Oaks Drive	6
Lake Trail Drive	7
Lake Trail Court	8
N. Forest Lane	9
S. Forest Lane	10
Meadow Lake Court	11
Twin Lakes Drive	12
Greenbriar Lane	13
Meadow Knell	14
Trailing Oaks Drive	15

Comment regarding Trailing Oaks Drive: the edges are crumbling away in the 131-141 area due to roadway damage and possibly drainage issues, committee proposes an engineering review to see if something could be done to minimize this erosion of the road.

Comment regarding Twin Lakes area: would it be better to re-slurry these roads or to crack seal them. Ask Engineering to investigate associated costs.

Other things for the Council to consider are:

Culverts, headwalls, pot-holes, etc that need attention. Also any street or stop signs that are missing or needed.		
Road	Location	Comments
Kings Road	123	Metal rails (4) need reflectors so they can be better seen at night and in rain.
Villa Creek Drive	all	This is our only gravel road and the residents there want it to stay that way; It needs to be leveled and re-gravelled.
Lake Trails Drive		Need a street sign at Lake Trail Court (south crossing)
Willow Oaks Court		pot hole starting in cul-de-sac, plus approx 40ft crack

Committee recommends that Villa Creek Drive be done within the next two years.

Respectively yours,  
 Gary Goodman, R&D Committee Chairman