



DOUBLE OAK

Town of Double Oak
Town Council –Public Meeting
Double Oak Town Hall
320 Waketon Road, Double Oak
TX 75077
Monday, April 17, 2023
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 AND SILENCE CELL PHONES.

- 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.”

Moment of Silence in Remembrance of Former Double Oak Mayor Dr. Charles (Chuck) Bimmerle

Moment of Silence in Remembrance of former Double Oak Police Chief Jason Jones

II. Citizen Comments-Non-Agenda Subjects

- 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 requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

1. Consideration, and action on minutes of April 3, 2023. *
2. Consideration, and action on a proclamation recognizing April as Sexual Assault Awareness Month.
3. Consideration, and action on a resolution adopting the Investment Policy.
4. Consideration, and action on Town of Double Oak Public Funds Investment Policy Conflicts Disclosure Statement Form

IV. Mayor, Council Members and Staff reports:

5. Mayor and Council
6. Public Works - Code Enforcement – Animal Control
7. Administration
8. Public Safety
9. Road and Drainage Committee

V. New business agenda (consideration and action):

10. Discussion, consideration, and action on nomination for the Denco Area 9-1-1 District Board of Managers.

Presentation: Mayor Mike Donnelly

11. Discussion, consideration, and action on approval of final payment of \$10,129.18 for the replacement of three security doors at Town Hall.

Presentation: Public Services Randall Anglin

12. Discussion on Flower Mound ambulance rates, preliminary presentation in preparation for next year's budget cycle.

Presentation: Fire Chief Scott Whisenhunt

13. Discussion, consideration, and action on accepting the 2022-2023 fiscal year second quarter financial report.

Presentation: Town Treasurer Billie Garrett

14. Discussion, consideration, and action on approval to purchase a new Double Oak Police Department Patrol Vehicle and related equipment.

Presentation: Police Chief Ruben Rivas

15. Discussion, consideration, and action on Fiscal Year 2022-2023 Budget Amendments.

Presentation: Town Council
Town Treasurer
Staff

16. Discussion and consideration on current status of SLFRF funds and action on ratifying the application of SLFRF funds and (if necessary) approval of past expenditures per the governance rules of Type A General Law cities.

Presentation: Deputy Mayor Pro Tem Connie Schoenrade
Mayor Pro Tem Patrick Johnson

17. Discussion, consideration, and action on preparation of second annual State and Local Fiscal Recovery Funds (SLFRF) Report and on all other SLFRF Program requirements.

Presentation: Town Council
Staff

18. Discussion, consideration and action on Double Oak Town website ADA compliance and one-time discounted renewal of Archive Social and ADA compliance for the coming budget year.

Presentation: Council Member Jean Hillyer

19. Discussion, consideration, and action on Datamax contract.

Presentation: Council Member Jean Hillyer

20. Discussion, consideration, and action on Datamax switch warranty

Presentation: Council Member Jean Hillyer

21. **Public hearing** on a request from David McKenzie and Kevin Rhodes to replat 200 Kings Road, Kings Manor Block A Lot 1 and Kings Manor Block A Lot 2 (W PT) into one lot and 210 Kings Road.

Open Public Hearing
Close Public Hearing

22. Discussion, consideration, and action on recommendation from the Planning and Zoning Commission on a request from David McKenzie and Kevin Rhodes to replat 200 Kings Road, Kings Manor Block A Lot 1 and Kings Manor Block A Lot 2 (W PT) into one lot and 210 Kings Road.

Presentation: Assistant Town Secretary Lynn Jones

23. Discussion, consideration, and action to waive the permit fee for compliance in TCEQ program.

Presentation: Deputy Mayor Pro Tem Connie Schoenrade

24. Discussion, consideration, and action on approval of quote to add additional west side exterior speaker to town pavilion.

Presentation: Council Member Casey Parsons
Council Member Jean Hillyer

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

Presentation: Police Chief Ruben Rivas
Fire Chief Scott Whisenhunt

26. Discussion, consideration, and action on a quote(s) to remove a large dead tree at the north entrance to Oak Trail Drive and remove dead cedar tree debris at Kings @ Kings Road.

Presentation: Mayor Mike Donnelly

27. Discussion, consideration, and action on change order number 2 for Waketon Road.

Presentation: Town Engineer Steve Templer

VI. Old business agenda (consideration and action):

28. Council – staff announcements and comments:

- Saturday, May 6, 2023, Municipal Election Day.

Seats up for election:

Mayor seat

Two Council seats

Candidates as they will appear on the ballot are:

Patrick Johnson Mayor

Jean Hillyer Mayor

Mike Gwartney Council Member

Ginger Brittain Council Member

Pat Wellen Council Member

Lisa Miller Council Member

29. 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, April 14, 2023, by 5:00 p.m. on:

- 1) Bulletin board located to the right of the front door at Town Hall, 320 Waketon Road, Double Oak, Texas.

2) On the Town's website (<https://www.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 for additional information.

**STATE OF TEXAS
COUNTY OF DENTON
TOWN OF DOUBLE OAK**

**UNAPPROVED-NOT FOR
PUBLICATION**

The Double Oak Town Council met in regular session at 7:00 p.m. Monday, April 3, 2023, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Mike Donnelly	Mayor
Patrick Johnson	Mayor Pro-Tem
Connie Schoenrade	Deputy Mayor Pro-Tem
Scott Whisenhunt	Council Member
Casey Parsons	Council Member
Jean Hillyer	Council Member

Also in attendance were Town Secretary Eileen Kennedy, Chief of Police Ruben Rivas and Public Works Coordinator Randall Anglin.

- I Opening:** Call to Order
Roll Call
Invocation
Pledge of Allegiance – American Flag
Pledge of Allegiance – Texas Flag

II Citizen Comments Non-Agenda Subjects

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

1. Consideration and action on minutes of March 6, 2023

Move to approve by Council Member Hillyer, seconded by Deputy Mayor Pro Tem Schoenrade.

AYE: Johnson, Schoenrade, Parsons, Hillyer and Whisenhunt
NAY: None
ABSTAIN: None

Motion carried 5-0-0

IV Mayor, Council Members and Staff reports:

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

V New business agenda

7. Presentation by Denton Central Appraisal District (DCAD) Chief Appraiser Don Spencer and Denton County Tax Assessor-Collector Michelle French on an overview of their agencies

DCAD Chief Appraiser Don Spencer gave the presentation.

8. Discussion, consideration, and action on the adoption of a residential homestead exemption from the Town's Ad Valorem tax.

Move to approve by Council Member Parsons, seconded by Deputy Mayor Pro-Tem Schoenrade.

AYE: Whisenhunt, Hillyer, Johnson, Schoenrade, Parsons,
NAY: None
ABSTAIN: None

Motion carried 5-0-0

9. Discussion, consideration, and action on an estimate from Dobie Supply, LLC for street signs.

Move to approve by Council Member Parsons, seconded by Mayor Pro Tem Johnson.

AYE: Hillyer, Johnson, Parsons, Whisenhunt and Schoenrade
NAY: None
ABSTAIN: None

Motion carried 5-0-0

10. Discussion and consideration on current status of SLFRF funds and action on ratifying the application of SLFRF funds and (if necessary) approval of past expenditures per the governance rules of Type A General Law cities.

No action.

11. Discussion, consideration, and action on preparation of second annual State and Local Fiscal Recovery Funds (SLFRF) report.

No action

12. Discussion, consideration, and action on accepting the Investment Inventory Report at December 31, 2022.

Move to accept by Council Member Parsons, seconded Council Member Hillyer

AYE: Schoenrade, Parsons, Hillyer, Johnson, Whisenhunt
NAY: None
ABSTAIN: None

Motion carried 5-0-0

13. Discussion, consideration, and action on ratifying hiring of current school crossing guard for compliance with Town Personnel Handbook 2.6.2-Disallowed Relationship

Move to approve by Council Member Parsons, seconded by Mayor Pro-Tem Johnson

AYE: Schoenrade, Parsons, Whisenhunt, Hillyer, Johnson.
NAY: None
ABSTAIN: None

Motion carried 5-0-0

14. Discussion, consideration, and action on fiscal year 2022-2023 mill, overlay, and asphalt paving bid award recommendation from Town Engineer.

Move to approve by Council Member Parsons, seconded by Deputy Mayor Pro Tem Schoenrade.

AYE: Johnson, Schoenrade, Hillyer, Parsons, Whisenhunt
NAY: None
ABSTAIN: None

Motion carried 5-0-0

15. Discussion, consideration, and action on a request from Ginger Brittain to allow an exception to Chapter 3. (b) (1) (B) Estate Sales Signs for additional signage for an estate sale at 45 Kings Road on April 28 & 29, 2023.

Move to approve by Deputy Mayor Pro Tem Schoenrade. Seconded by Council Member Parsons.

AYE: Schoenrade, Johnson, Parsons, Hillyer, Whisenhunt
NAY: None
ABSTAIN: None

Motion carried 5-0-0

16. Discussion, consideration, and action on Deputy Mayor Pro-Tem, Connie Schoenrade's December 5th Financial Transparency agenda item.

No action

17. Discussion, consideration and action on Double Oak Town website ADA compliance and one-time discounted renewal of Archive Social and ADA compliance for the coming budget year.

Move to approve by Council Member Parsons, seconded by Council Member Hillyer.

AYE: Schoenrade, Hillyer, Parsons, Whisenhunt
NAY: None
ABSTAIN: Johnson

Motion carried 4-0-0

VI Old business agenda

17. Council – staff announcements and comments

- Saturday, May 6, 2023, Municipal Election Day.

Seats up for election:

Mayor seat
Two Council seats

Candidates as they will appear on the ballot are:

Patrick Johnson	Mayor
Jean Hillyer	Mayor
Mike Gwartney	Council Member
Ginger Brittain	Council Member
Pat Wellen	Council Member
Lisa Miller	Council Member

- Double Oak Candidate Forum sponsored by *Cross Timbers Gazette*, will be Wednesday, April 12, 2023, at 7:00 p.m. Double Oak Town Hall will open at 6:00 p.m. for meet and greet with the candidates.
- Officer Scott Trepinski will celebrate his 4th anniversary with the Double Oak Police Department on April 21st.
- Fallen Double Oak Police Officer Lonnie Sneed name will be added to the Texas Law Enforcement Memorial Wall in Austin, Texas on April 30, 2023
- Fallen Double Oak Police Officers John Mestas and Lonnie Sneed names will be added to the National Law Enforcement Memorial Wall in Washington, D.C. on May 15, 2023

18. Adjournment

With no further business to come before the Council, motion Council Member Parsons, second Deputy Mayor Pro Tem Schoenrade, the meeting was adjourned at 10:50 p.m.

Approved:

Mike Donnelly, Mayor

Attest:

Eileen Kennedy, Town Secretary

*The video of this Town Council meeting is available on the Town website





Property Tax Appraisal Presentation

July

Certify Records & Send Totals to Assessor / Collector and the Entities

Aug. - Dec.

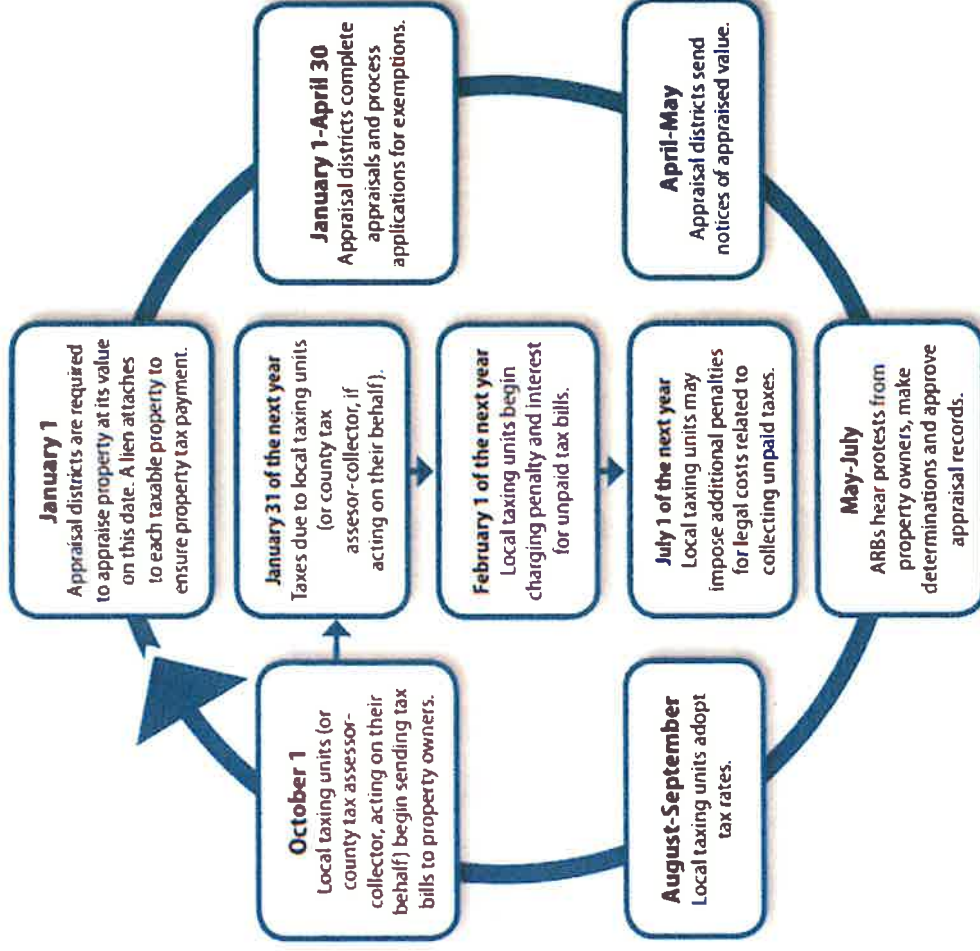
CAD starts re-appraisal work and data collection for the new year

Collect and enter new plats, deeds, splits and sales information to update CAD records.

September

Send Final Appraisal Roll to Assessor / Collector for Tax Roll creation.

Property Tax System



January

Start mass mailings and receiving applications for exemptions and renditions

Feb. - Apr.

Model calibration for appraisals. (Land & Bldg)

Sales Ratio reports & Market Area alignment

Final Q/C and print & mail notices by @April 15th

May - July

Informal Settlement Conf. with property owners and ARB Hearings. Complete 95% by July 20th.



Filing a Protest

The notice of appraised value is mailed to all property owners around April 15th.

- The easiest way to understand the appraisal of your property is on our website through our property search. Check the value and details. You may also check other surrounding properties.
 - CAD's job is to appraise at market value as of Jan. 1 of every year, equally and uniformly.
- If you disagree with the value or if you find another inaccuracy, file a protest.
 - Mail, in-person or online... Just get it in before the deadline.
 - Provide evidence
 - Sales, Equity, Condition.



Filing a Protest (cont.)

- The quickest and most efficient way to file a protest is online.
 - Ability to upload evidence
 - Exchange comments with an appraiser
 - Avoid lines
- Property owners also have the option to mail in the protest form or bring it in to the office in person.



Certified Totals

- ARB Approved, Under ARB Review, Grand Totals
- Net Taxable
- Certified Estimate of Taxable Value
- Effective Rate Assumption Page



Progress and Plans

- New Leadership - cultural improvements have led to an improvement in customer service.
- Proactive Planning - earlier notice date, protest process improvements to eliminate redundancy and increase efficiency working toward the goal of a timely certification of a more complete and accurate appraisal roll.
- Dashboard/Entity Portal Development - Our IT department has begun laying the framework for developing an intranet site that will give the ability to have a dashboard with protected access to the taxing units and the board of directors.
- Evaluating and realigning tasks to maximize effective and efficient processes.
- Contracted with a retired, veteran Chief Appraiser to help assess current staff and develop a training program and help with task alignment.



Improvements and Challenges

- Improve Communications - Entities and Citizens
 - Chief more available to public and entities
 - Entity Portal Site to provide more “real-time” information
- Improve Operations
 - Homestead Exemption Processing
 - Appraisal and Analysis – Training and Development
 - Assess, meet, discuss, review, plan and implement change – repeat.
- Challenges/Concerns
 - Hiring staff / Building
 - Filling ARB
 - Timely Certification

THANK YOU



Don Spencer - Chief Appraiser.

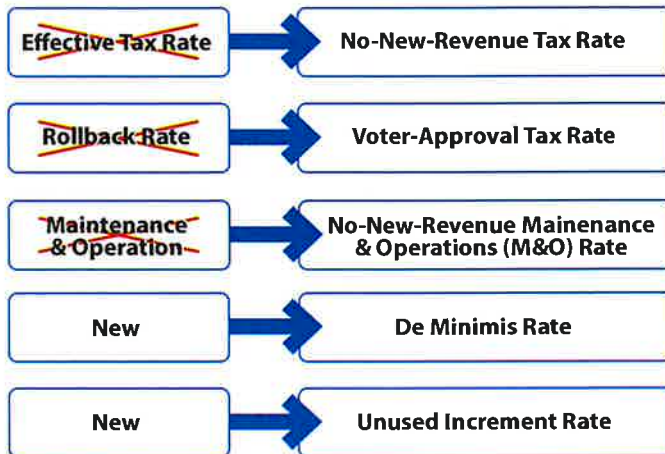
don.spencer@dentoncad.com

Truth-In-Taxation (TNT) Basics

(For Taxing Units Other Than School Districts)

Terminology and Calculations for Taxing Units

Senate Bill 2, 86th Legislative Session made several significant changes to the truth-in-taxation process. Below is new terminology and calculations from this legislation.



The calculations are:

(1) "No-New-Revenue Tax Rate"

means a rate expressed in dollars per \$100 of taxable value calculated to the following formula:

$$\text{NO-NEW-REVENUE} = \frac{(\text{LAST YEAR'S LEVY} - \text{LOST PROPERTY LEVY})}{(\text{CURRENT TOTAL VALUE} - \text{NEW PROPERTY VALUE})}$$

(2) "Voter-Approval Tax Rate"

means a rate expressed in dollars per \$100 of taxable value calculated to one of the following applicable formulas:

(A) For a special taxing unit:

$$\text{VOTER-APPROVAL TAX RATE} = (\text{NO-NEW-REVENUE M\&O RATE} \times 1.03) + \text{CURRENT DEBT}$$

(B) For a taxing unit other than a special taxing unit:

$$\text{VOTER-APPROVAL TAX RATE} = (\text{NO-NEW-REVENUE M\&O RATE} \times 1.035) + \text{CURRENT DEBT RATE} + \text{UNUSED INCREMENT RATE}$$

What adopted tax rates trigger an election or petition

ADOPTED TAX RATE IS:

BELOW voter-approval tax rate	No election required
ABOVE voter-approval tax rate but BELOW de minimis rate	Voters may petition for an election*
ABOVE voter-approval tax rate; Taxing unit does not calculate a de minimis rate	Election required**
ABOVE voter-approval tax rate and ABOVE the de minimis rate	Election required

* The election trigger in a municipality with a population of less than 30,000 that does not meet the definition of a special taxing unit may differ. See Tax Code Secs. 26.063 and 26.075 for details on when voters may petition for an election.

** See Water Code Secs. 49.23601, 49.23602, and 49.23603 for details on election requirements for water districts.

Revenue Threshold in Voter-Approval Tax Rate (or threshold over which voters must approve tax increases)

Taxing Unit	Voter-Approval Tax Rate
Cities / Counties	3.5%
Special Taxing Units*	8%

* Hospitals, Junior Colleges and Special Districts with M&O tax rate of 2.5 cents or less

Truth-In-Taxation (TNT) Basics

Where can I find more information?

Information is typically obtained from the resources below, but may be different for your taxing unit.

What information is available from my appraisal district?

1. Certified taxable values
2. Property value under protest
3. New real property and improvement value
4. Value of property lost
5. Captured appraisal values for tax increment financing (TIFs)
6. Property known, but not certified
7. Property with tax ceiling

What information is available from my governing body?

1. Debt information
2. Unencumbered fund balance
3. TIF payments
4. Amount if transferring a function
5. Sales tax spent for no-new-revenue maintenance and operations
6. Enhanced indigent health care information
7. Criminal justice mandate information

What information is available from Texas Comptroller of Public Accounts?

1. Railroad rolling stock value
2. Sales tax information (if applicable)

What information is available from collectors?

1. Refund information
2. Excess collections

Terms and Definitions

No-new-revenue tax rate

(Last year's levy minus lost property levy) divided by (current total value minus new property value).

Voter-approval tax rate for a special taxing unit

Voter-approval tax rate equals (no-new-revenue maintenance and operations tax rate times 1.08) plus current debt rate.

Voter-approval tax rate for a taxing unit other than a special taxing unit

(No-new-revenue maintenance and operations tax rate times 1.035) plus current debt plus unused increment rate.

No-new-revenue maintenance and operations rate

(Last year's levy minus last year's debt minus last year's junior college levy) divided by (current total value minus new property value).

De minimis rate

The rate is equal to the sum of:

- (A) a taxing unit's no-new-revenue maintenance and operations rate;
- (B) the rate that when applied to a taxing current total value, will impose an amount of taxes equal to \$500,000, and
- (C) a taxing unit's current debt rate.

Unused increment rate

A taxing unit that did not use all of its revenue growth may bank that unused growth as long as the taxing unit averaged below 3.5 percent of the voter-approval rate over three years.

For more information, visit our website:
comptroller.texas.gov/taxes/property-tax

Texas Comptroller of Public Accounts
Publication #98-1080
March 2022

2022 CERTIFIED TOTALS

Property Count: 1,199

C30 - DOUBLE OAK TOWN OF
ARB Approved Totals

3/31/2023

7:44:17AM

Land		Value		
Homesite:		195,734,010		
Non Homesite:		17,252,471		
Ag Market:		13,505,543		
Timber Market:		0	Total Land	(+) 226,492,024
Improvement		Value		
Homesite:		444,523,337		
Non Homesite:		29,476,955	Total Improvements	(+) 474,000,292
Non Real		Count	Value	
Personal Property:	92		7,699,356	
Mineral Property:	0		0	
Autos:	0		0	
			Total Non Real	(+) 7,699,356
			Market Value	= 708,191,672
Ag		Non Exempt	Exempt	
Total Productivity Market:	13,505,543		0	
Ag Use:	8,279		0	Productivity Loss (-) 13,497,264
Timber Use:	0		0	Appraised Value = 694,694,408
Productivity Loss:	13,497,264		0	Homestead Cap (-) 49,047,774
				Assessed Value = 645,646,634
				Total Exemptions Amount (-) 38,460,212 (Breakdown on Next Page)
				Net Taxable = 607,186,422

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 1,202,635.93 = 607,186,422 * (0.198067 / 100)

Certified Estimate of Market Value: 708,191,672
 Certified Estimate of Taxable Value: 607,186,422

Tax Increment Finance Value: 0
 Tax Increment Finance Levy: 0.00

2022 CERTIFIED TOTALS

Property Count: 1,199

C30 - DOUBLE OAK TOWN OF
ARB Approved Totals

3/31/2023

7:44:48AM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	5	250,000	0	250,000
DV1	12	0	109,000	109,000
DV2	5	0	39,000	39,000
DV2S	1	0	7,500	7,500
DV3	2	0	24,000	24,000
DV4	16	0	84,000	84,000
DVHS	13	0	8,185,386	8,185,386
DVHSS	1	0	540,502	540,502
EX-XR	6	0	65,140	65,140
EX-XV	21	0	12,066,198	12,066,198
EX366	37	0	22,986	22,986
OV65	335	16,216,500	0	16,216,500
OV65S	18	850,000	0	850,000
Totals		17,316,500	21,143,712	38,460,212

2022 CERTIFIED TOTALS

Property Count: 35

C30 - DOUBLE OAK TOWN OF
Under ARB Review Totals

3/31/2023

7:44:17AM

Land		Value		
Homesite:		5,296,001		
Non Homesite:		0		
Ag Market:		0		
Timber Market:		0	Total Land	(+) 5,296,001
Improvement		Value		
Homesite:		15,561,683		
Non Homesite:		0	Total Improvements	(+) 15,561,683
Non Real		Count	Value	
Personal Property:	7		213,413	
Mineral Property:	0		0	
Autos:	0		0	
			Total Non Real	(+) 213,413
			Market Value	= 21,071,097
Ag		Non Exempt	Exempt	
Total Productivity Market:	0		0	
Ag Use:	0		0	Productivity Loss (-) 0
Timber Use:	0		0	Appraised Value = 21,071,097
Productivity Loss:	0		0	Homestead Cap (-) 892,866
				Assessed Value = 20,178,231
				Total Exemptions Amount (-) 300,000 (Breakdown on Next Page)
			Net Taxable	= 19,878,231

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 39,372.22 = 19,878,231 * (0.198067 / 100)

Certified Estimate of Market Value:	16,749,985
Certified Estimate of Taxable Value:	15,999,733
Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

2022 CERTIFIED TOTALS

Property Count: 35

C30 - DOUBLE OAK TOWN OF
Under ARB Review Totals

3/31/2023

7:44:48AM

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	1	50,000	0	50,000
OV65	5	250,000	0	250,000
Totals		300,000	0	300,000

2022 CERTIFIED TOTALS

Property Count: 1,234

C30 - DOUBLE OAK TOWN OF
Grand Totals

3/31/2023 7:44:17AM

Land		Value		
Homesite:		201,030,011		
Non Homesite:		17,252,471		
Ag Market:		13,505,543		
Timber Market:		0		
			Total Land	(+) 231,788,025
Improvement		Value		
Homesite:		460,085,020		
Non Homesite:		29,476,955		
			Total Improvements	(+) 489,561,975
Non Real		Count	Value	
Personal Property:	99		7,912,769	
Mineral Property:	0		0	
Autos:	0		0	
				Total Non Real
				(+) 7,912,769
Ag		Non Exempt	Exempt	Market Value
Total Productivity Market:	13,505,543		0	
Ag Use:	8,279		0	
Timber Use:	0		0	
Productivity Loss:	13,497,264		0	
				Productivity Loss
				(-) 13,497,264
				Appraised Value
				= 715,765,505
				Homestead Cap
				(-) 49,940,640
				Assessed Value
				= 665,824,865
				Total Exemptions Amount
				(-) 38,760,212
				Net Taxable
				= 627,064,653

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 1,242,008.15 = 627,064,653 * (0.198067 / 100)

Certified Estimate of Market Value:	724,941,657
Certified Estimate of Taxable Value:	623,186,155

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

2022 CERTIFIED TOTALS

Property Count: 1,234

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Grand Totals

3/31/2023

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Exemption Breakdown

Exemption	Count	Local	State	Total
DP	6	300,000	0	300,000
DV1	12	0	109,000	109,000
DV2	5	0	39,000	39,000
DV2S	1	0	7,500	7,500
DV3	2	0	24,000	24,000
DV4	16	0	84,000	84,000
DVHS	13	0	8,185,386	8,185,386
DVHSS	1	0	540,502	540,502
EX-XR	6	0	65,140	65,140
EX-XV	21	0	12,066,198	12,066,198
EX366	37	0	22,986	22,986
OV65	340	16,466,500	0	16,466,500
OV65S	18	850,000	0	850,000
Totals		17,616,500	21,143,712	38,760,212

2022 CERTIFIED TOTALS

Property Count: 1,199

C30 - DOUBLE OAK TOWN OF
ARB Approved Totals

3/31/2023 7:44:48AM

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	1,001	1,078.8750	\$2,247,588	\$628,824,618	\$555,709,913
C1	VACANT LOTS AND LAND TRACTS	32	31.5147	\$0	\$4,108,887	\$4,108,887
D1	QUALIFIED AG LAND	32	151.0062	\$0	\$13,505,543	\$8,279
D2	NON-QUALIFIED LAND	13		\$0	\$1,059,518	\$1,059,518
E	FARM OR RANCH IMPROVEMENT	35	82.5171	\$59,851	\$18,129,146	\$15,890,189
F1	COMMERCIAL REAL PROPERTY	6	12.0600	\$0	\$22,804,766	\$22,804,766
J2	GAS DISTRIBUTION SYSTEM	3		\$0	\$1,208,880	\$1,208,880
J3	ELECTRIC COMPANY (INCLUDING C	2		\$0	\$1,502,820	\$1,502,820
J4	TELEPHONE COMPANY (INCLUDI	5		\$0	\$315,020	\$315,020
J7	CABLE TELEVISION COMPANY	1		\$0	\$18,840	\$18,840
L1	COMMERCIAL PERSONAL PROPE	41		\$11,543	\$3,986,940	\$3,986,940
L2	INDUSTRIAL PERSONAL PROPERT	2		\$0	\$572,370	\$572,370
X	TOTALLY EXEMPT PROPERTY	64	71.4259	\$0	\$12,154,324	\$0
	Totals		1,427.3989	\$2,318,982	\$708,191,672	\$607,186,422

2022 CERTIFIED TOTALS

Property Count: 35

C30 - DOUBLE OAK TOWN OF
Under ARB Review Totals

3/31/2023 7:44:48AM

State Category Breakdown

State Code Description	Count	Acres	New Value	Market Value	Taxable Value
A SINGLE FAMILY RESIDENCE	28	30.7975	\$872,445	\$20,857,684	\$19,664,818
L1 COMMERCIAL PERSONAL PROPE	7		\$0	\$213,413	\$213,413
Totals		30.7975	\$872,445	\$21,071,097	\$19,878,231

2022 CERTIFIED TOTALS

Property Count: 1,234

C30 - DOUBLE OAK TOWN OF
Grand Totals

3/31/2023 7:44:48AM

State Category Breakdown

State Code Description	Count	Acres	New Value	Market Value	Taxable Value
A SINGLE FAMILY RESIDENCE	1,029	1,109.6725	\$3,120,033	\$649,682,302	\$575,374,731
C1 VACANT LOTS AND LAND TRACTS	32	31.5147	\$0	\$4,108,887	\$4,108,887
D1 QUALIFIED AG LAND	32	151.0062	\$0	\$13,505,543	\$8,279
D2 NON-QUALIFIED LAND	13		\$0	\$1,059,518	\$1,059,518
E FARM OR RANCH IMPROVEMENT	35	82.5171	\$59,851	\$18,129,146	\$15,890,189
F1 COMMERCIAL REAL PROPERTY	6	12.0600	\$0	\$22,804,766	\$22,804,766
J2 GAS DISTRIBUTION SYSTEM	3		\$0	\$1,208,880	\$1,208,880
J3 ELECTRIC COMPANY (INCLUDING C	2		\$0	\$1,502,820	\$1,502,820
J4 TELEPHONE COMPANY (INCLUDI	5		\$0	\$315,020	\$315,020
J7 CABLE TELEVISION COMPANY	1		\$0	\$18,840	\$18,840
L1 COMMERCIAL PERSONAL PROPE	48		\$11,543	\$4,200,353	\$4,200,353
L2 INDUSTRIAL PERSONAL PROPERT	2		\$0	\$572,370	\$572,370
X TOTALLY EXEMPT PROPERTY	64	71.4259	\$0	\$12,154,324	\$0
Totals		1,458.1964	\$3,191,427	\$729,262,769	\$627,064,653

2022 CERTIFIED TOTALS

Property Count: 1,199

C30 - DOUBLE OAK TOWN OF
ARB Approved Totals

3/31/2023 7:44:48AM

CAD State Category Breakdown

State Code Description	Count	Acres	New Value	Market Value	Taxable Value
A023 BUILDER HOME PLANS - REFERENC	2		\$0	\$0	\$0
A1 REAL, RESIDENTIAL, SINGLE-FAMIL	979	1,059.2608	\$2,247,588	\$616,503,269	\$545,466,504
A3 WATERFRONT	20	19.6142	\$0	\$12,321,349	\$10,243,409
C1 REAL, VACANT PLATTED RESIDENTI	28	26.1317	\$0	\$2,980,772	\$2,980,772
C2 COMMERCIAL VACANT LOT	1	2.1000	\$0	\$548,856	\$548,856
C3 REAL VACANT LOT OUTSIDE CITY	3	3.2830	\$0	\$579,259	\$579,259
D1 QUALIFIED AG LAND	32	151.0062	\$0	\$13,505,543	\$8,279
D2 FARM AND RANCH IMPSS ON QUALI	13		\$0	\$1,059,518	\$1,059,518
E1 LAND AND IMPROVEMENTS (NON A	24	57.6845	\$59,851	\$16,250,809	\$14,011,852
E3 MOBILE HOMES ON NON AG QUALIF	1	1.2987	\$0	\$76,787	\$76,787
E4 VACANT NON QUALIFIED NON HOME	11	23.5339	\$0	\$1,801,550	\$1,801,550
F1 REAL COMMERCIAL	6	12.0600	\$0	\$22,804,766	\$22,804,766
J2 REAL & TANGIBLE PERSONAL, UTIL	3		\$0	\$1,208,880	\$1,208,880
J3 REAL & TANGIBLE PERSONAL, UTIL	2		\$0	\$1,502,820	\$1,502,820
J4 REAL & TANGIBLE PERSONAL, UTIL	5		\$0	\$315,020	\$315,020
J7 REAL & TANGIBLE PERSONAL, UTIL	1		\$0	\$18,840	\$18,840
L1 BPP TANGIBLE COMERCIAL PROPER	22		\$11,543	\$3,137,420	\$3,137,420
L2 BPP TANGIBLE INDUSTRIAL PROPER	2		\$0	\$572,370	\$572,370
L3 BPP TANGIBLE COMMERCIAL LEASE	19		\$0	\$849,520	\$849,520
X	64	71.4259	\$0	\$12,154,324	\$0
Totals		1,427.3989	\$2,318,982	\$708,191,672	\$607,186,422

DENTON County

2022 CERTIFIED TOTALS

As of Certification

Property Count: 35

C30 - DOUBLE OAK TOWN OF
Under ARB Review Totals

3/31/2023 7:44:48AM

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	REAL, RESIDENTIAL, SINGLE-FAMIL	28	30.7975	\$872,445	\$20,857,684	\$19,664,818
L3	BPP TANGIBLE COMMERCIAL LEASE	7		\$0	\$213,413	\$213,413
	Totals		30.7975	\$872,445	\$21,071,097	\$19,878,231

2022 CERTIFIED TOTALS

Property Count: 1,234

C30 - DOUBLE OAK TOWN OF
Grand Totals

3/31/2023 7:44:48AM

CAD State Category Breakdown

State Code Description	Count	Acres	New Value	Market Value	Taxable Value
A023 BUILDER HOME PLANS - REFERENC	2		\$0	\$0	\$0
A1 REAL, RESIDENTIAL, SINGLE-FAMIL	1,007	1,090.0583	\$3,120,033	\$637,360,953	\$565,131,322
A3 WATERFRONT	20	19.6142	\$0	\$12,321,349	\$10,243,409
C1 REAL, VACANT PLATTED RESIDENTI	28	26.1317	\$0	\$2,980,772	\$2,980,772
C2 COMMERCIAL VACANT LOT	1	2.1000	\$0	\$548,856	\$548,856
C3 REAL VACANT LOT OUTSIDE CITY	3	3.2830	\$0	\$579,259	\$579,259
D1 QUALIFIED AG LAND	32	151.0062	\$0	\$13,505,543	\$8,279
D2 FARM AND RANCH IMPSS ON QUALI	13		\$0	\$1,059,518	\$1,059,518
E1 LAND AND IMPROVEMENTS (NON A	24	57.6845	\$59,851	\$16,250,809	\$14,011,852
E3 MOBILE HOMES ON NON AG QUALIF	1	1.2987	\$0	\$76,787	\$76,787
E4 VACANT NON QUALIFIED NON HOME	11	23.5339	\$0	\$1,801,550	\$1,801,550
F1 REAL COMMERCIAL	6	12.0600	\$0	\$22,804,766	\$22,804,766
J2 REAL & TANGIBLE PERSONAL, UTIL	3		\$0	\$1,208,880	\$1,208,880
J3 REAL & TANGIBLE PERSONAL, UTIL	2		\$0	\$1,502,820	\$1,502,820
J4 REAL & TANGIBLE PERSONAL, UTIL	5		\$0	\$315,020	\$315,020
J7 REAL & TANGIBLE PERSONAL, UTIL	1		\$0	\$18,840	\$18,840
L1 BPP TANGIBLE COMERCIAL PROPER	22		\$11,543	\$3,137,420	\$3,137,420
L2 BPP TANGIBLE INDUSTRIAL PROPER	2		\$0	\$572,370	\$572,370
L3 BPP TANGIBLE COMMERCIAL LEASE	26		\$0	\$1,062,933	\$1,062,933
X	64	71.4259	\$0	\$12,154,324	\$0
Totals		1,458.1964	\$3,191,427	\$729,262,769	\$627,064,653

2022 CERTIFIED TOTALS
C30 - DOUBLE OAK TOWN OF
Effective Rate Assumption

New Value

TOTAL NEW VALUE MARKET: \$3,191,427
 TOTAL NEW VALUE TAXABLE: \$3,189,844

New Exemptions

Exemption	Description	Count	2021 Market Value	Exemption Amount
EX366	HB366 Exempt	16		
ABSOLUTE EXEMPTIONS VALUE LOSS				\$1,366,886
ABSOLUTE EXEMPTIONS VALUE LOSS				\$1,366,886

Exemption	Description	Count	Exemption Amount	
DV1	Disabled Veterans 10% - 29%	1	\$12,000	
DV2	Disabled Veterans 30% - 49%	1	\$7,500	
DV4	Disabled Veterans 70% - 100%	1	\$0	
OV65	Over 65	21	\$1,000,000	
PARTIAL EXEMPTIONS VALUE LOSS				\$1,019,500
PARTIAL EXEMPTIONS VALUE LOSS				\$1,019,500
NEW EXEMPTIONS VALUE LOSS				\$2,386,386

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount	
INCREASED EXEMPTIONS VALUE LOSS				
INCREASED EXEMPTIONS VALUE LOSS				
TOTAL EXEMPTIONS VALUE LOSS				\$2,386,386

New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
921	\$640,083	\$54,224	\$585,859

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
901	\$639,522	\$53,609	\$585,913

2022 CERTIFIED TOTALS

**C30 - DOUBLE OAK TOWN OF
Lower Value Used**

Count of Protested Properties	Total Market Value	Total Value Used
35	\$21,071,097.00	\$15,999,733



Double Oak General Residence Homestead Exemption Proposal

Presentation

By

Mayor Mike Donnelly

&

Patrick Johnson-Mayor Pro-Tem

Double Oak Town Council

04/03/2023

Double Oak Town Council

What Does a Residence Homestead Exemption Do?



Homestead exemptions reduce the appraised value of your home and, as a result, lower your property taxes.

What is a Residence Homestead Exemption



- Any taxing unit such as Double Oak, including a city, county, school, or special district, may offer an exemption of up to 20 percent of a home's value.
- No matter what the percentage is, the amount of an optional exemption cannot be less than \$5,000.
- Each taxing unit decides if it will offer the exemption and at what percentage.
- This percentage exemption is added to any other home exemption for which an owner qualifies.
- The taxing unit must decide before July 1 of the tax year to offer this exemption.

Homestead Exemption for Double Oak



- Double Oak has a property count of 1,234 *
- Double Oak has 901 residential housing units with exemptions*
- Double Oak Median Home Price is \$585,913*
- Only those with Homestead Exemptions would be eligible.
- Those who are not and wish to sign up can do so through the Denton County Tax website.
- The Double Oak Tax Rate is \$0.198067 per \$100

Can Double Oak Afford a Homestead Exemption?



Most recent audit, Double Oak still has a strong balance sheet and still will after paying for the asphalt roads project.

The last audit of the town had an end-of-FY target surplus of \$176,000.



One of the Lowest Tax Rates in DFW

CODE	ENTITY	TOTAL TAX RATE 2022	TOTAL DENTON ESD RATE	TOTAL TAX RATE 2022	HOMESTEAD EXEMPTION (HS)	OVER AGE 65 (OV65)	DISABLED PERSON (DP)	OV65 & DP LIMITATION	FREERPT (FP)	GOODS IN TRANSIT (GIT)	COLLECTION AGENCY
W04	Clear Creek Watershed Auth	0.030500		0.036500	0	5,000	0		YES	YES	DENTON CO
ESD2	Trophy Club PID #1 Emerg Serv	0.056250		0.064120	0	0	0		YES	YES	DENTON CO
W03	Trophy Club MUD # 1	0.091340		0.105980	0	25,000	0		YES	YES	DENTON CO
ESD1	Denton Co Emerg Serv Dist #1	0.093330		0.100000	0	50,000	50,000	YES-08	YES*	NO	DENTON CO
C44	Town of Westlake	0.167880		0.167880	20%, 5,000 min	10,000	10,000	YES-10	YES	NO	TARRANT CO
C31	Town of Bartonville	0.173646	0.093330	0.266976	0	50,000	50,000	YES-04	NO	YES	DENTON CO
C30	Town of Double Oak	0.198067		0.198067	0	50,000	50,000	YES-22	YES	NO	DENTON CO
PID7	Northlake PID #1	0.210000	0.093330	0.303330	0	0	0		YES	YES	DENTON CO
G01	Denton County	0.217543		0.233086	1%, 5,000 min	55,000	15,000	YES-19	YES*	NO	DENTON CO
W26	Denton City Fresh Water 4A	0.221600		0.238240	0	30,000	30,000		YES	YES	DENTON CO
C22	City of Hackberry	0.223605		0.243560	0	10,000	0		YES	YES	DENTON CO
C47	Corral City	0.250000		0.297188	0	0	0		YES	YES	DENTON CO
C42	Town of Dish	0.256829		0.292195	0	10,000	5,000	YES-21	YES	YES	DENTON CO
C45	City of New Fairview	0.261384		0.300000	0	10,000	10,000	YES-20	YES	YES	WISE CO
C19	Town of Hickory Creek	0.270317		0.307280	0	10,000	10,000		YES	NO	DENTON CO
C39	City of Grapevine	0.271775		0.271811	20%, 5,000 min	60,000	10,000	YES-19	YES	NO	GPEVINE/COLLY ISD
C27	Town of Copper Canyon	0.277505	0.093330	0.370835	1%, 5,000 min	10,000	10,000		YES	NO	DENTON CO
C33	Town of Northlake	0.295000		0.295000	20%, 5,000 min	100,000	100,000		YES*	YES	DENTON CO
C38	City of Haslet	0.296957		0.283229	20%, 5,000 min	50,000	0	YES-04	YES	NO	TARRANT CO
C34	Town of Shady Shores	0.319109		0.321452	1%, 5,000 min	10,000	0		YES	YES	DENTON CO
C17	City of Roanoke	0.339779		0.375120	20%, 10,000 min	40,000	4,500	YES-04	YES	NO	DENTON CO
C37	City of Southlake	0.360000		0.390000	20%, 5,000 min	75,000	75,000	YES-04	YES	NO	TARRANT CO
C26	Town of Argyle	0.365347	0.093330	0.370482	1%, 5,000 min	100,000	100,000	YES-22	YES	YES	DENTON CO
C07	Town of Flower Mound	0.405000		0.405000	10%, 5,000 min	100,000	100,000		YES	NO	DENTON CO
C29	City of Plano	0.417280		0.446500	20%, 5,000 min	40,000	40,000	YES-04	YES	NO	COLLIN CO
W27	Oak Point WCID #1	0.432800		0.464000	0	0	0		YES	YES	DENTON CO
C28	Town of Trophy Club	0.434799		0.445000	1%, 5,000 min	35,000	0	YES-04	YES	YES	DENTON CO
C24	City of Oak Point	0.434931		0.482565	0	20,000	20,000	YES-21	NO	YES	DENTON CO
C18	City of Krugerville	0.438701		0.438701	0	20,000	20,000	YES-06	NO	NO	DENTON CO
C12	City of Lewisville	0.443301		0.443301	0	60,000	20,000	YES-04	YES	NO	DENTON CO
C32	City of Frisco	0.446600		0.446600	12.5%, 5,000 min	80,000	80,000	YES-22	YES	NO	COLLIN CO
C25	Town of Lakewood Village	0.450000		0.450000	0	25,000	0	YES-22	YES	YES	DENTON CO
C01	City of Aubrey	0.464928		0.525000	0.5%, 5,000 min	10,000	10,000	YES-21	YES	YES	DENTON CO

Double Oak Town Council

How Does A Homestead Exemption Work?



For Example only:

If the town was to offer a 1%; \$5,000 min:

- Let's say the home of John & Jane Smiths' local town taxable value is \$600,000.
- Then John and Jane Smith would get a (1%) \$6,000 reduction because that's greater than the \$5,000 minimum. John and Jane Smith would then pay town property taxes on \$594,000 taxable value.
- Generally, reduce John and Jane Smiths' tax by \$12.00.

How Does A Homestead Exemption Work?



Examples:

- Using 1%, and the \$5,000 minimum town homestead Double Oak could see a loss in levy of approx. \$10,456.11.

2022-2023 Tax Rate	0.198067	
Avg Homestead Valuation	\$585,913	Value of Category A (Homesteads) as indicated on the 2022 Certified Totals
# Homesteaded Properties	901	Current # of properties within Entity with a Homestead Exemption
11.13(n) %	1%	Optional percentage
Computation of % exemption*	\$5,859.13	* If computation results are < \$5,000, then \$5,000 is used
11.13(n) min val	\$5,000.00	Minimum value of 11.13(n) Local Optional Exemption
Estimated value of exemption per property*	\$5,859.13	* Based on Average Residential Homestead value as indicated on Certified Totals
Total Exemption Value	\$5,279,076	Estimated Value calculated by multiplying the estimated value of exemption per property by the number of homesteaded properties in the entity.
Loss in Levy	\$10,456.11	Calculated by multiplying the total value of exemption by the entities tax rate/100
Savings Per Household on Average	\$11.61	Loss in Levy divided by # Homesteaded Properties

Every Little Bit Helps!

Double Oak Town Council

How Does A Homestead Exemption Work?



Examples:

- Using 2%, and the \$5,000 minimum town homestead Double Oak could see a loss in levy of approx. \$20,912.22.

2022-2023 Tax Rate	0.198067	
Avg Homestead Val	\$585,913	Value of Category A (Homesteads) as indicated on the 2022 Certified Totals
# Homesteaded Properties	901	Current # of properties within Entity with a Homestead Exemption
11.13(n) %	2%	Optional percentage
Computation of % exemption*	\$11,718.26	* If computation results are < \$5,000, then \$5,000 is used
11.13(n) min val	\$5,000.00	Minimum value of 11.13(n) Local Optional Exemption - Texas Tax Code P.10 Texas Property Tax Basics
Estimated value of exemption per property*	\$11,718.26	* Based on Average Residential Homestead value as indicated on Certified Totals
Total Exemption Value	\$10,558,152	Estimated Value calculated by multiplying the estimated value of exemption per property by the number of homesteaded properties in the entity.
Loss in Levy	\$20,912.22	Calculated by multiplying the total value of exemption by the entities tax rate/100
Savings Per Household on Average	\$23.21	Loss in Levy divided by # Homesteaded Properties

Every Little Bt Helps!

Double Oak Town Council

How Do Double Oak Residents Benefit?



- Residents would see a slight reduction, enough to buy a couple of dozen eggs at today's prices, but it all helps.
- Unlike the 65 over and disabled exemptions, this general homestead town exemption would allow everyone who's eligible for a homestead to see tax savings.
- Those who already have other homestead Exemptions and tax ceilings including those 65 and over, can also have this tax reduction exemption.

How Do Double Oak Residents Benefit?



- Everyone who already has a homestead would automatically get this new exemption if approved by the town council. The town would submit a copy of the ordinance to DCAD to enact.
- Residents who don't already have a homestead would have to apply to DCAD.
- For The 901 properties that have a homestead already, no action is necessary by them.
- This new exemption would be realized on next year's tax bills.



Open Discussion

Double Oak Town Council



THANK YOU FOR ATTENDING TONIGHT'S MEETING



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Double Oak

Why it is Critical your Website is Free of Error and Accessible to All

1. It's Your #1 Visited Asset
2. It's The Source of Truth
3. It is the Only Resource that is open after hours



Web Accessibility Compliance is Important



The CDC finds that disabilities affect 1 in 4 people in the United States.

- There are more folk with disabilities in rural areas (1 in 3)
- Vision disability is one of the top 10 disabilities among adults 18 years and older and one of the most prevalent disabling conditions among children.

DOJ Issues Updated Web Accessibility Guidance: 2022

Accessibility compliance has long been in existence, commonly understood federally as the [Americans Disabilities Act and Section 508](#). The [WCAG Guidelines](#) are looked to as the universal standard of web accessibility. In 2022, the DOJ updated existing guidelines with an increased focus on web accessibility.

March 18, 2022:

“State and local governments must take steps to ensure that their communications with people with disabilities are as effective as their communications with others.”

*“The Department has consistently taken the position that the ADA’s requirements apply to all the services, programs, or activities of state and local governments, **including those offered on the web.**”*

*“Even though businesses and state and local governments have flexibility in how they comply with the ADA’s general requirements of nondiscrimination and effective communication, **they still must ensure that the programs, services, and goods that they provide to the public—including those provided online—are accessible to people with disabilities.**”*

<https://beta.ada.gov/resources/web-guidance/>



Texas Accessibility Standards: Texas Administrative Code

206

(a) Effective April 18, 2020, unless an exception is approved by the agency head or an exemption has been made for specific technologies pursuant to §213.17 of this title, all new or changed web pages must comply with:

(1) the standards referenced in US Section 508 Appendix C Chapter 7 §702.10 (WCAG 2.0 Level AA excluding Guideline 1.2 Time Based Media):

(f) State websites and web applications should be designed to support:

(1) variations in internet connection speeds and emerging communications protocols and technologies; and

(2) the ability to adapt content to end user devices such as mobile phone, tablets, or other devices which are available to the general public.

(g) The department shall assist with establishing statewide agency website accessibility compliance goals, and track agency progress towards achieving those goals.

The Texas Department of Licensing & Regulation is actively working on the [new 2022 Texas Accessibility Standards](#). Originally set to come out last year, the department updated they are set to come out by the end of 2023.

Web Accessibility Lawsuits in 2021

2,352

That's 1 lawsuit filed every 4 hours.

But, this doesn't even come close to the estimated 100s of thousands demand letters that settle without official litigation or the OCR & DOJ complaints

Your Website Should...

Be Accessed

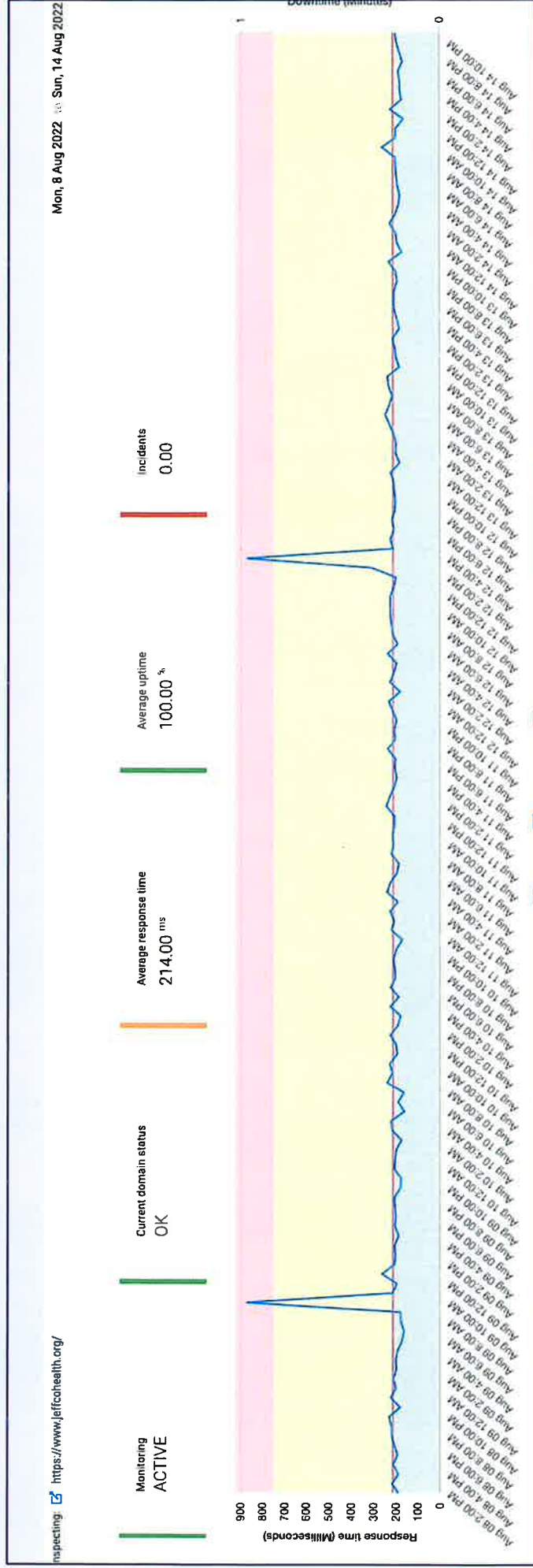


Be Navigated



Be Understood

Monsido Can Send Real-time Alerts If & When Your Site is Down



It is imperative that you are the first to know if the website goes down rather than receiving a phone call from the board or a resident so that you can proactively communicate and stay on top of the issue.

We can also monitor if a third-party site goes down that your community may access through yours (ie. a registration site)

Monsido Can Flag Content Errors

Quality Assurance Check



Unique broken links
28

Affects 34 pages



Potential misspellings
157

Affects 432 pages

Broken images
0

Affects 0 pages



Misspellings
3

Affects 11 pages

When a community member runs into a broken link, it deteriorates trust and increases the likelihood of them calling, taking time away from staff. With Monsido you can proactively fix errors such as **broken links, broken images, and misspellings**, ensuring the best and most transparent experience possible for your users.



Support Your Child

- Have a conversation with your kids answering questions and providing facts
- Reassure them that they are safe, but it's okay to have feelings
- Limit their exposure to the news, media, and social media coverage on the topic
- Try to keep a regular routine for them
- Be a positive role model and show them how you take care of your own mental health

Additional Resources

Now Right Now

[Emergency Preparedness and Emotional Health](#)

[SAMHSA - Taking Care of Behavioral Health](#)

[Crisis Text Line - Text HOME to 741741](#)

[Coping After a Disaster Activity Book for Kids](#)

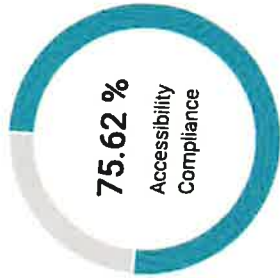
[National Child Traumatic Stress Network](#)

[Coping With Stress During Infectious Disease Outbreaks](#)



WCAG Compliance

Accessibility Diagnostics



Failing accessibility checks

70 / 177

0%

Pages with failing checks

433

It is critical and mandated to ensure your website is ADA compliant with the WCAG standards. We will make sure that we will flag the error at the source so it can be corrected the right way.

All level A accessibility checks

Check

attributes must be unique

Each source anchor contains text

All `img` elements have an `alt` attribute

Date tables that contain both row and column headers use the `scope` attribute to identify cells.

Responsibility

Front-end
Development

Content Authoring
UX Design

Front-end
Development UX
Design

Front-end
Development UX
Design

Success criteria

4.1.1

2.4.4

1.1.1

1.3.1

Help center

Action

Action

Action

Action

Domain compliance

0%
COMPLIANCE

0.23%
COMPLIANCE

00.21%
COMPLIANCE

00.54%
COMPLIANCE

432
PAGES

432
PAGES

3
PAGES

2
PAGES

Policy

Using Policies you can ensure your content is accurate and up to date. Did a Staff person leave? Use our Policy feature to highlight every instance of where their name appears on the website so no resident has incorrect information. Is it important to make sure your site loads well for mobile-users and those without access to high speed internet? Flag any time you upload a file size that will slow down your website.

x New rule - Text

Search for text excluding css and html tags

Rule name*

Former Staff person's Name

Search for content that:

Contains Words v Smith
Comma separated list of words

Containing Not containing

Do you want to find pages which match the query or pages which does not

Case sensitivity

Not case sensitive Case sensitive

Select whether the rule should

Images greater than 500 KB

Search in: Everything

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PDF greater than 5 MB

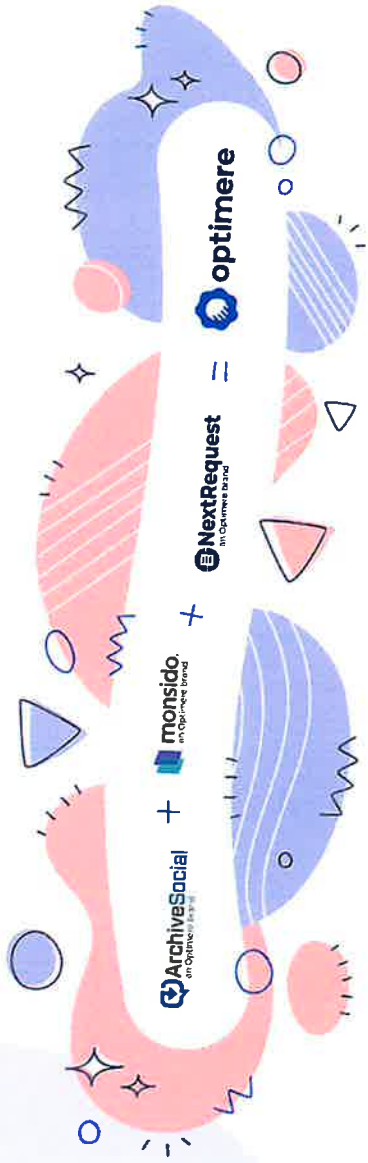
Search in: Everything

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The screenshot displays a grid of search rules for a policy. Each rule includes a search criteria icon and a description. Below the grid is a summary table showing compliance percentages and hit counts for each rule.

Rule	Compliance	HITS
Images greater than 500 KB	98.61%	6
PDF greater than 5 MB	99.54%	2

Thanks!



PROCLAMATION

Town of Double Oak

SEXUAL ASSAULT AWARENESS MONTH

Whereas sexual harassment, abuse, and assault are widespread problems. In the United States alone, nearly one in five women and one in 33 men have been raped at some time in their lives, and one in four girls and one in 6 boys is sexually abused by their 18th birthday. In fact, an American is sexually assaulted every 68 seconds.³

Whereas sexual assault affects every adult, teen, and child in Denton County either as a victim/survivor of sexual assault or as a family member, significant other, friend, neighbor, or co-worker; and,

Whereas few survivors of sexual violence seek help immediately after victimization due to shame or fear of not being believed. In order to end sexual assault, we must alleviate these fears. We must begin by believing; and,

Whereas, Denton County Friends of the Family staff and volunteers provide comprehensive and compassionate services to those impacted by sexual assault, including a Survivor Advocate Team responding 24/7 to local hospitals and law enforcement agencies to support victims of sexual assault; and,

Whereas April 2023 marks the twenty-first anniversary of Sexual Assault Awareness Month during which Denton County Friends of the Family will be intensifying efforts to promote public understanding of sexual assault, publicizing their services, emphasizing the need for increased community support for their agency, and to increase awareness of needs of survivors;

Now, Therefore, On behalf of the Double Oak City Council, we do hereby proclaim the month of April 2023, as:

“SEXUAL ASSAULT AWARENESS MONTH”

in Town of Double Oak and encourage all citizens to learn more about the effects of sexual assault and how to support survivors.

Proclaimed this the ___ day of April 2023.

Town of Double Oak

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS ADOPTING THE INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT "A"; DECLARING THAT THE TOWN COUNCIL HAS COMPLETED ITS REVIEW OF THE INVESTMENT POLICY AND INVESTMENT STRATEGIES OF THE TOWN AND THAT EXHIBIT "A" INCLUDES ANY CHANGES TO EITHER THE INVESTMENT POLICY OR INVESTMENT STRATEGIES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the Public Fund Investment Act, Chapter 2256, TEX. GOV'T CODE, the Town Council of the Town of Double Oak, Texas, has heretofore adopted an investment policy; and

WHEREAS the 1999 Texas Legislature adopted certain amendments to the Public Funds Investment Act; and

WHEREAS, Section 2256.005, TEX. GOV'T CODE requires the Town Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategies; and

WHEREAS, the Town Council of the Town of Double Oak has reviewed the Town's investment policies and strategies and, to the extent of any conflicts, amends the Town's investment policy by the adoption of the policies and strategies contained in Exhibit "A."

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

SECTION 1. That the Town of Double Oak Investment Policy attached hereto as Exhibit "A" be the same is hereby adopted and shall govern the investment policies and investment strategies for the Town and shall define the authority of the investment official of the Town from and after the effective date of this resolution.

SECTION 2. That the Town Council of the Town of Double Oak, Texas has completed its review of the investment policies and investment strategies and any changes made to either the investment policies or investment strategies are recorded in Exhibit "A" hereto. The Town further authorizes the investment of funds in accordance with the terms of the investment policies and strategies in the Texas Local Government Investment Pool ("TexPool"), a public funds investment pool.

SECTION 3. That all provisions of the Resolutions of the Town of Double Oak, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict of this Resolution shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase, or section of This resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 5. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED by the Town Council of the Town of Double Oak, Texas, the _____ day of _____, 2023.

APPROVED:

Mayor

ATTEST:

Town Secretary

APPROVED AS TO FORM:

By: _____
TOWN ATTORNEY

**EXHIBIT A
TOWN OF DOUBLE OAK
INVESTMENT POLICY**

INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the Town in order to achieve the goals of safety, liquidity, yield, and public trust for all investment activity. The Town Council of the Town shall review and adopt, by resolution, its investment strategies and policy not less than annually. The resolution shall include a record of changes made to either the investment policy or strategy. This policy serves to satisfy the statutory requirement (specifically the Public Funds Investment Act, Article 342a-2 V.T.C.S. (the "Act")) to define, adopt and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City maintains portfolios, which utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and commingled pools containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by purchasing high quality, short- to medium-term securities which will complement each other in a ladder or barbell maturity structure.
- B. Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds the debt service payment date.
- C. Investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility. Securities should be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short to intermediate-term maturities. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held should not exceed the estimated project completion date.

INVESTMENT POLICY

SCOPE

This investment policy applies to all financial assets of the Town, and includes:

- * General Fund
- * Special Revenue Funds
- * Debt Service Funds
- * Capital Projects Funds
- * Proprietary Funds
- * All Other Funds

OBJECTIVES

The Town shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Yield, and Public Trust. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The Town shall maintain a comprehensive cash management program that includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to insure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

Safety

The primary objective of the Town's investment activity is the preservation of capital in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid capital losses, whether they are from securities defaults or erosion of market value.

Liquidity

The Town's investment portfolio shall be structured such that the Town is able to meet all obligations in a timely manner. This shall be achieved by matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

Yield

The Town's cash management portfolio shall be designed to maximize returns consistent with risk limitations identified herein and prudent investment policies.

Public Trust

Participants in the Town's investment process shall act responsibly as public trust custodians. Investment officials shall avoid transactions which might impair public confidence in the Town's ability to govern effectively.

RESPONSIBILITY AND CONTROL

Investment Committee

An Investment Committee, consisting of the Mayor, Treasurer, the Deputy Treasurer, the Town Secretary, and others designated by Town Council shall meet at least annually before the annual audit to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the Town's funds, authorized brokers and dealers, and the target rate of return on the investment portfolio.

Delegation of Authority and Training

Authority to manage the Town's investment program is derived from a Town Council resolution. The Treasurer is designated the Investment Officer and is responsible for investment decisions and activities. The Treasurer shall establish written procedures for the operation of the investment program, consistent with the investment policy. Within 12 months after assuming duties, the investment officer shall attend at least one training session at least once every two years and receive 10 hours of training that relates to the officer's responsibility under the Act. Training from an independent source shall be approved or endorsed by the Government Finance Officers Association of Texas, the

Government Treasurers Organization of Texas, the Texas Municipal League, or the North Central Texas Council of Governments.

Internal Controls

The Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Treasurer shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The results of this review shall be reported to the Town Council. The internal controls shall address the following points:

- A. Control of collusion.
- B. Transaction authority separated from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.
- G. Development of a wire transfer agreement with the depository bank or third-party custodian.

Prudence

The standard of prudence to be applied by the Treasurer shall be the "prudent investor" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the Town's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written investment policy of the Town.

The investment officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported immediately, and that appropriate action is taken to control adverse developments.

Ethics and Conflicts of Interest

The Mayor, Town staff, Council and Committee members involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. Investment Committee members shall sign a form attesting that the member has no conflicts of interest and no material financial interests in financial institutions that conduct business with the Town, or which discloses all conflicts of interest and all material financial interest in any financial institution that conducts business with the Town, and which shall further disclose positions that could be related to the performance of the Town's portfolio. The Mayor, Town staff, Council and Committee

members shall subordinate their personal financial transactions to those of the Town, particularly with regard to timing of purchases and sales.

A Town investment officer who has a personal business relationship with an organization seeking to sell investment to the Town shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the Town shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity.

REPORTING

Annual Report

Within 60 days of the end of the fiscal year, the Treasurer shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the Mayor and Town Council.

Quarterly Report

The quarterly investment report shall be submitted by the Investment Officer within sixty days of the close of the quarter and shall include a succinct management summary that provides a clear picture of the current investment portfolio status and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the Town to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the Mayor and Town Council. The report will include the following:

- A. A listing of individual securities held at the end of the reporting period.
- B. Beginning and ending market value will be included. Additions and changes to the market value during the period.
- C. Fully accrued interest for the reporting period.
- D. Investment listings by maturity date if one is applicable.
- E. The percentage of the total portfolio which each type of investment represents.
- F. Compliance statement of the Town's investment portfolio with State Law and the investment strategy and policy approved by the Town Council.

INVESTMENT PORTFOLIO

Active Portfolio Management

The Town shall pursue an active versus a passive portfolio management philosophy. Securities may be sold before they mature if market conditions present an opportunity for the Town to benefit from the trade. The investment officer will routinely monitor the portfolio contents, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

Investments

Assets of the Town may be invested in the following instruments; provided, however, that at no time shall assets of the Town be invested in any instrument or security not authorized for investment under the Act, as the Act may from time to time be amended. The Town is not required to liquidate investments that were authorized investments at the time of purchase.

I. Authorized

- A. Direct obligations of the United States of America, its agencies, and instrumentalities, which have a liquid market with a readily determinable market value.
- B. Other obligations, the principal of and interest on which are unconditionally guaranteed or insured by United States of America.
- C. Direct obligations of the State of Texas, its agencies thereof, Counties, Cities, and other political subdivisions having received a rating of not less than "AA" or its equivalent by at least one nationally recognized rating agency.
- D. Certificates of Deposit of state and national banks domiciled in Texas, guaranteed or insured by the Federal Deposit Insurance, NACU or their successor or secured by obligations described in A through C above, which are intended to include all direct agency or instrumentality issued mortgage-backed securities rated AAA by a nationally recognized rating agency, or by Article 2529b-1, V.T.C.S., and that have a market value of not less than the principal amount of the certificates.
- E. Fully collateralized direct repurchase agreements with a defined termination date secured by obligations of the United States or its agencies and instrumentalities pledged with a third party, selected by the Treasurer, other than an agency for the pledgor. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank domiciled in Texas. A Master Repurchase Agreement must be signed by the bank/dealer prior to investment in a repurchase agreement.
- F. Texas local government investment pools which invest in instruments and follow practices as defined by the Public Funds Investment Act... A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating agency.

II. Not Authorized

The Town's authorized investments options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities.

- A. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- B. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- C. All collateralized mortgage obligations.
- D. Reverse repurchase agreements.

Holding Period

The Town intends to match the holding periods of investment funds with liquidity needs of the Town. In no case will the average maturity of investments of the Town's operating funds exceed one year. The maximum final stated maturity of any investment shall not exceed five (5) years.

Investments in all funds shall be managed in such a way that the market price losses resulting from interest rate volatility would be offset by coupon income and current income received from the volume of the portfolio during a twelve-month period.

Risk and Diversification

The Town recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification that shall be achieved by the following general guidelines:

- A. Risk of issuer default is controlled by limiting investments to those instruments allowed by the Public Funds Investment Act, which are described herein.
- B. Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, limitation of average maturity of operating funds investments to one year, and avoidance of over-concentration of assets in specific instruments other than U.S. Treasury Securities and Insured or Collateralized Certificates of Deposits.
- C. Risk of illiquidity due to technical complications shall be controlled by the selection of securities dealers as described herein.

SELECTION OF BANKS AND DEALERS

Depository

At least every three years a Depository shall be selected through the Town's banking services procurement process, which shall include a formal request for proposal (RFP). In selecting a depository, the credit worthiness of institutions shall be considered, and the Investment Committee shall conduct a comprehensive review of prospective depositories credit characteristics and financial history.

Certificates of Deposit

Banks seeking to establish eligibility for the Town's competitive certificate of deposit purchase program shall submit for review annual financial statements, evidence of federal insurance and other information as required by the Treasurer. At least three competitive bids or offers must be solicited for all transactions involving certificates of deposits.

Securities Dealers

For government securities brokers and dealers, the Town shall select only dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers", unless a comprehensive credit and capitalization analysis reveals that other firms are adequately financed to conduct public business. Investment officials shall not knowingly conduct business with a firm with whom public entities have sustained losses on investments. All securities dealers shall provide the Town with references from public entities that they are currently serving. The Investment Committee shall adopt and annually review a list of qualified brokers authorized to engage in investment transactions with the entity.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate:

- audited financial statements
- proof of National Association of Securities Dealers (NASD) certification
- proof of state registration
- completed broker/dealer questionnaire
- certification of having read the Town's investment policy signed by a qualified representative of the organization

- acknowledgment that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the Town and the organization

Qualified representative means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

- A. For a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;
- B. For a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution; or
- C. For an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the certification on behalf of the investment pool.

Investment Pools

To be eligible to receive funds from and invest funds on the behalf of the Town, an investment pool must furnish to the Investment Officer or other authorized representative an offering circular or other similar disclosure instrument that contains information required by the Tex. Gov't Code Sec. 2256.016. Investments will be made in a local government investment pool only after a thorough investigation of the pool and approval by the Investment Committee which shall at least annually review, revise, and adopt the local government Investment pool(s).

SAFEKEEPING AND CUSTODY

Insurance or Collateral

All deposits and investments of Town funds other than direct purchases of U.S. Treasuries or Agencies shall be secured by pledged collateral. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 102% of market value of principal and accrued interest on the deposits or investments less an amount insured by the FDIC. Evidence of the pledged collateral shall be maintained by the Treasurer or a third-party financial institution. Repurchase agreements shall be documented by a specific agreement noting the collateral pledge in each agreement. Collateral shall be reviewed quarterly to assure that the market value of the pledged securities is adequate.

Safekeeping Agreement

Collateral pledged to secure deposits of the Town shall be held by a safekeeping institution in accordance with a Safekeeping Agreement which clearly defines the procedural steps for gaining access to the collateral should the Town determine that the Town's funds are in jeopardy. The safekeeping institution, or Trustee, shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral. The safekeeping agreement shall include the signatures of authorized representatives of the Town, the firm pledging the collateral, and the Trustee.

Collateral Defined

The Town shall accept only the following securities as collateral:

- A. FDIC or NACU insurance coverage.
- B. A bond, certificate of indebtedness, or Treasury Note of the United States or agencies, or other evidence of indebtedness of the United States that is guaranteed as to principal and interest by the United States.
- C. Obligations, the principal, and interest on which, are unconditionally guaranteed or insured by the State of Texas.

Subject to Audit

All collateral shall be subject to inspection and audit by the Town's independent auditors.

Delivery vs. Payment

Treasury Bills, Notes, Bonds, Repurchase Agreements and Government Agencies' securities shall be purchased using the delivery vs. payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the Trustee. The security shall be held in the name of the Town or held on behalf of the Town. The Trustee's records shall assure the notation of the Town's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the Town.

INVESTMENT POLICY ADOPTION

The Town of Double Oak investment policy shall be adopted by resolution of the Town Council. The policy shall be reviewed for effectiveness on an annual basis by the Investment Committee and any modifications will be recommended for approval to the Town Council. The Town Council shall review these investment policies and strategies not less than annually.

GLOSSARY of COMMON TREASURY TERMS

Agencies: Federal agency securities.

Asked: The price at which securities are offered.

Bid: The price offered for securities.

Bankers' Acceptance (BA): A draft of bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

Broker: A broker brings buyers and sellers together for a commission paid by the initiator of the transaction or by both sides; he does not position. In the money market, brokers are active in markets in which banks buy and sell money and in interdealer markets.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CDs are typically negotiable.

Collateral: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Comprehensive Annual Financial Report (CAFR): The official annual report for the Town includes five combined statements and basic financial statements for each individual fund and account group prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed statistical section.

Coupon: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

Dealer: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account. **Debenture:** A bond secured only by the general credit of the issuer.

Delivery versus Payment (DVP): There are two methods of delivery of securities: delivery versus payment and delivery versus receipt (DVR) (also called free). Delivery versus payment means delivery

of securities with an exchange of money for the securities. Delivery versus receipt means delivery of securities with an exchange of a signed receipt for the securities.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

Discount Securities: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, for example, U.S. Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Federal Credit Agencies: Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, for example, S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits, currently up to \$250,000 per deposit.

Federal Funds Rate (the "Fed Rate"): The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home Loan Banks play a role analogous to that played by the Federal Reserve Banks in relation to member commercial banks.

Federal National Mortgage Association (FNMA or Fannie Mae): FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the Department of Housing and Urban Development, H.U.D. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and secondary loans in addition to fixed-rate mortgages. FNMA's securities are highly liquid and widely accepted. FNMA assumes and guarantees that all security holders will receive timely payment of principal and interest.

Federal Open Market Committee (FOMC): Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The president of the New York Federal Reserve Bank is a permanent member while the other presidents serve on a rotating basis. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of government securities in the open market as a means of influencing the volume of bank credit and money.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., twelve (12) regional banks, and about 5,700 commercial banks that are members of the system.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan associations, and other institutions. The security holder is protected by the full faith and credit of the U.S. Government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term pass-throughs is often used to describe Ginnie Maes.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable quantities can be purchased at those quotes.

Local Government Investment Pool (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Master Repurchase Agreement: To protect investors, many public investors will request that repurchase agreements be preceded by a master repurchase agreement between the investor and the financial institution or dealer. The master agreement should define the nature of the transaction, identify the relationship between the parties, establish normal practices regarding ownership and custody of the collateral securities during the term of the investment, provide remedies in the case of default by either party, and clarify issues of ownership. The master repurchase agreement protects the investor by eliminating the uncertainty of ownership and hence, allows investors to liquidate collateral if a bank or dealer defaults during the term of the agreement.

Maturity: The date on which the principal or stated value of an investment becomes due and payable.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Offer: The price asked by a seller of securities. (When you are buying securities, you ask for an offer.)
See Asked and Bid.

Open Market Operations: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A primary dealer is made up of a group of government securities dealers that submits daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and is subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities broker-dealers, banks, and a few unregulated firms.

Prudent Person Rule: An investment standard. Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

Qualified Public Depositories: A financial institution that does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, and that has segregated for the benefit of the Public Deposit Protection Commission eligible collateral having a value of not less than its maximum liability and which has been approved by the commission to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (RP or REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SEC Rule 15C3-1: See uniform Net Capital Rule.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Structured Notes: Notes issued by Government Sponsored Enterprises (FHLB, FNMA, SLMA, etc.) and Corporations which have imbedded options (e.g., call features, step-up coupons, floating rate coupons, derivative-based returns) into their debt structure. Their market performance is impacted by the fluctuation of interest rates, the volatility of the imbedded options and shifts in the shape of the yield curve.

Treasury Bills (T Bills): A non-interest-bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months or one year.

Treasury Bond: Long-term U.S. Treasury securities having initial maturities of more than ten years.

Treasury Notes: Intermediate-term, coupon-bearing U.S. Treasury securities having initial maturities from one to ten years.

Uniform Net Capital Rule: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called *net capital rule* and *net capital ratio*. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

Yield: The rate of annual income returns on an investment, expressed as a percentage.

- a) **Income Yield** is obtained by dividing the current dollar income by the current market price of the security.
- b) **Net Yield or Yield to Maturity** is the current income yield minus any premium above par.

**TOWN OF DOUBLE OAK
PUBLIC FUNDS INVESTMENT POLICY
CONFLICTS DISCLOSURE STATEMENT FORM**

Name of Town Officer/Official: _____

Position: _____

Date: _____

Pursuant to the Town Of Double Oak's Investment Policy, I am an elected Town official, an appointed member of the Town's Investment Committee, an appointed Treasurer or assistant treasurer, or am employed by the Town and a member of Town staff, and hold the position stated above. I acknowledge that I may have some degree of influence or control over the investments of the Town's funds.

I have read and understand my ethical obligations under the Town's Investment Policy. I swear and/or attest that I have no material financial interests in financial institutions that conduct business with the Town, nor do I hold a position as an officer, director, employee or representative of any financial institution or third party that conducts business with the Town where my financial interests or position would create any conflict of interest, whether actual or potential, except as set forth below as a Disclosure.

I further swear and/or attest that I have no personal business relationship with any broker, dealer, trader, or organization or entity that seeks to sell any form of investment to the Town, except as set forth below as a Disclosure.

I acknowledge that the above conflict of interest declarations are true and correct as to all family members and persons related to me within the second degree by affinity or consanguinity, except as set forth below as a Disclosure. Should my circumstances change such that my statements in this document become untrue after the date of this statement, I will submit a new statement with correct information and disclosures.

Disclosures:

1. Material Financial Interests in financial institutions doing business with Town:

2. Business Relationship with Broker:

3. Relatives with Financial Interests or Broker Relationships:

I swear under penalty of perjury that the above statements are true and correct. I acknowledge that the disclosures apply to each family member related to me within two degrees of consanguinity (blood) or affinity (marriage).

(Signature)

Sworn to and subscribed before me by _____ this the
day of _____, 20_____, to certify which, witness my hand and seal of office.

Notary Public, State of Texas

↳

MONTHLY REPORT FEBRUARY 2023

- 02/02: Patrol from 14:40 until 16:40. No activity.
- 02/03: Patrol from 10:00 until 12:00. No activity.
- 02/06: Patrol from 14:30 until 16:30. No activity.
- 02/09: Patrol from 12:25 until 14:25. No activity.
- 02/11: Patrol from 11:30 until 13:30.
Nuisance wildlife reported at 6700 Hawk Road. CSO.
- 02/13: Animal Bite reported at 461 Cross Timbers Drive. Report.
- 02/14: Patrol from 11:00 until 13:00. No activity.
- 02/15: Patrol from 1600 until 18:00.
Dead wildlife reported at 6500 Hawk Road. Removed.
- 02/19: Patrol from 15:45 until 17:45. No activity.
- 02/22: Patrol from 15:00 until 17:00. No activity.
- 02/25: Patrol from 08:15 until 10:15. No activity.
- 02/28: Patrol from 09:30 until 11:30. No activity.

SUMMARY

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

MONTHLY REPORT MARCH 2023

- 03/01: Patrol from 08:00 until 10:00. No activity.
- 03/06: Patrol from 14:45 until 16:45. No activity.
- 03/09: Patrol from 09:00 until 11:00.
Nuisance wildlife reported at 170 Whistling Duck Lane. Trap set.
- 03/11: Patrol from 14:30 until 16:30.
Stray dog confined 543 Kings Road. Owner located.
- 03/13: Patrol from 12:00 until 14:00. No activity.
- 03/16: Patrol from 11:00 until 13:00. No activity.
- 03/18: Patrol from 16:30 until 18:30. No activity.
- 03/20: Patrol from 09:00 until 11:00.
Nuisance wildlife reported at 125 Ridgebriar. Trap set.
- 03/22: Patrol from 10:00 until 12:00.
Animal in trap at 125 Ridgebriar. Relocated.
- 03/28: Patrol from 09:30 until 11:30. No activity.
- 03/30: Patrol from 14:25 until 16:30. No activity.
- 03/31: Patrol from 08:00 until 10:00.
Animal bite reported at 165 Creekside Drive. Report.
Nuisance wildlife reported at 165 Creekside Drive. Trap set.

RECEIVED APR 04 2023

SUMMARY

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



DEPARTMENT ACTIVITY THRU Q1 2023



**TOTAL
CALLS:**
68



**FIRE
CALLS:**
33



**MEDICAL
CALLS:**
35



**TRAINING
HOURS:**
448.5



**VOLUNTEER
HOURS*:**
883



QUARTERLY TEAM ACHIEVEMENTS:

- Three team members achieved Paramedic certification
- Multiple members participated in two prescribed burns
- Four new members were onboarded
- Assisted with DOWC event
- Four members attended week-long training at TEEEX

* excludes calls and training



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Gregory S. Ballentine, Executive Director

DATE: March 31, 2023

RE: Nomination for the Denco Area 9-1-1 District Board of Managers

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district.” The enclosed resolution describes the appointment process of a municipal representative.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Sue Tejml. Members are eligible for consecutive terms and Ms. Tejml has expressed her desire to serve another term.

Denco requests the following actions by the governing bodies of each of the 32 municipalities in the district:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. Nominees are historically current or former elected officials in the district; however, there are no official prerequisites. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. May 31, 2023.** No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 1, 2023, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. **Written notice of the council’s selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on July 31, 2023.** No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
3. **Process Closure (Results):** The candidate with the most votes will be the municipalities’ representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2023.

Please send a copy of your council’s official action and candidate résumé to the Denco Area 9-1-1 District, **1075 Princeton Street, Lewisville, TX 75067** or to Melinda Camp at melinda.camp@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. **If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Camp at 972-221-0911.** As a courtesy, Denco will provide notification of your council’s action to the nominee.

Thank you for your support of the Denco Area 9-1-1 District.

Enclosure

Energy Windows Solutions

511 Catherine Lane
Lantana, TX 76226 US
+972 7468195
rich@energywindowsolutions.com
http://www.energywindowsolutions.com

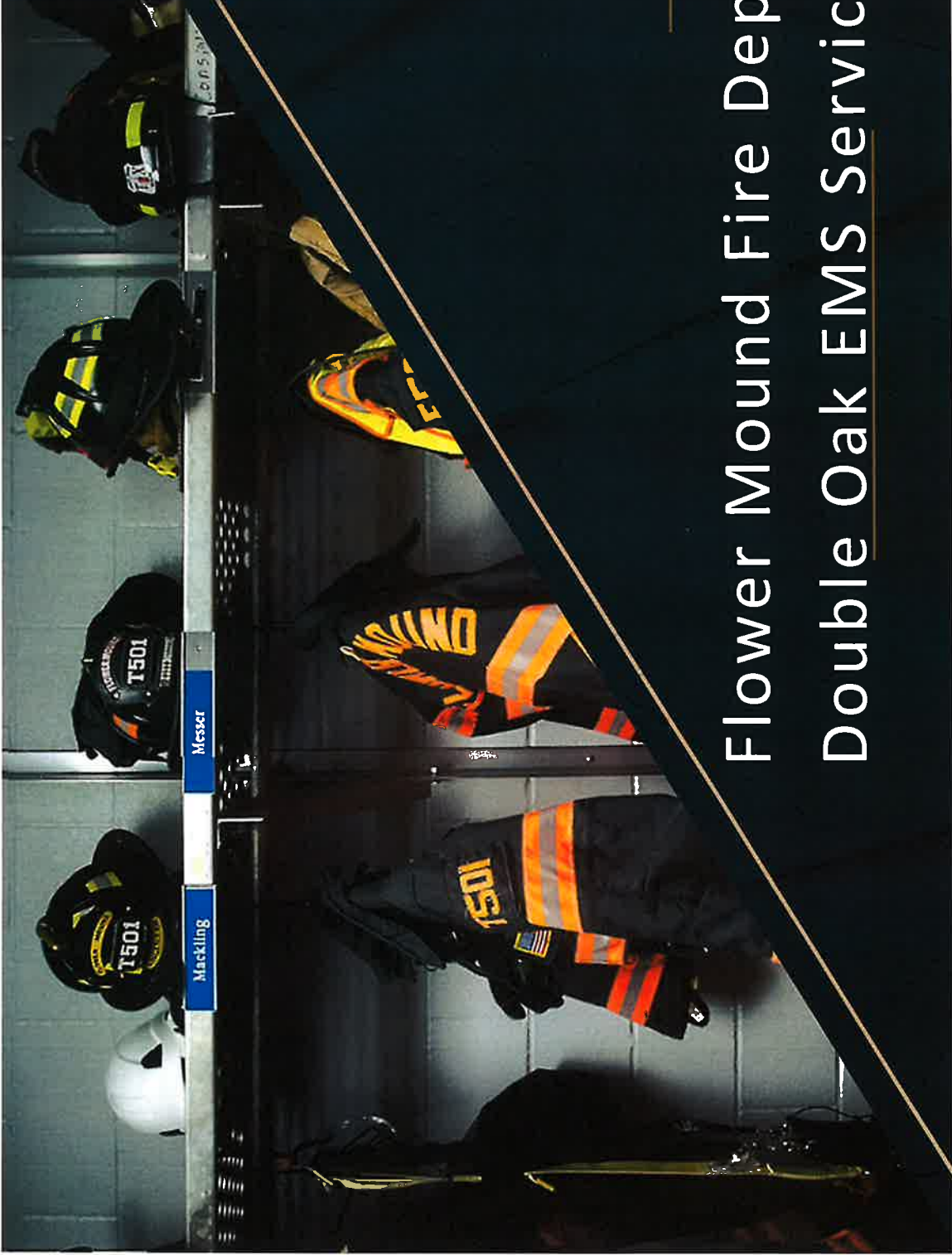
Invoice

BILL TO

TOWN OF DOUBLE OAK
320 WAKETON RD
DOUBLE OAK, TX 75077

INVOICE #	DATE	TOTAL DUE	DUE DATE	ENCLOSED
2016-1358	04/10/2023	\$10,129.18	05/10/2023	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Doors (LS)	1 Entry Door - see attachment - page 1	1	6,669.45	6,669.45
	Doors (LS)	2 Entry Door - see attachment - page 2	2	6,669.45	13,338.90
	Doors (LS)	Door - Labor	1	2,250.00	2,250.00
	Discount	Discount	1	-1,000.00	-1,000.00
		TOTAL			21,258.35
		DEPOSIT			11,129.17
		BALANCE DUE			\$10,129.18



Flower Mound Fire Department Double Oak EMS Service Review

Flower Mound Fire EMS Operations

- Current EMS Staffing:
 - Deputy Chief of EMS
 - 1 - Administrative Captain, 3 – Shift EMS Captains
 - 55 Firefighter/Paramedics
 - 14 Firefighter/EMT's
- Three Transporting Ambulances and 6 ALS Engines and 2 ALS Ladder Trucks.
- Paramedics & EMTs work under the Medical Treatment Protocols of Medical Director Sean Fleming MD and the Policies and Procedures of FMFD and the Town of Flower Mound.
- Required Annual Training and Recertification every 4 years.
- Flower Mound Fire utilizes 3rd Party Billing Vendor – **Emergicon**
- The last Ambulance Rate adjustment was in 2016.

Ambulance Rate Presentation

Survey Town/City Fee Comparison

	Flower Mound	Carrollton	Colleyville	Coppell	Denton ESD 1	Grapevine	Highland Village	Keller	Lewisville
ALS	\$850.00	\$850.00	\$1,400.00	\$1,600.00	\$1,300.00	\$1,250.00	\$850.00	\$1,750.00	\$1,045.00
ALS-2	\$950.00	\$950.00	\$1,800.00	\$1,750.00	\$1,400.00	\$1,400.00	\$950.00	\$1,750.00	\$1,045.00
BLS	\$750.00	\$750.00	\$1,000.00	\$1,400.00	\$1,100.00	\$1,000.00	\$750.00	\$1,750.00	\$1,045.00
ALS Disposable	\$400.00	\$400.00	\$400.00	\$400.00	\$450.00	\$400.00	\$400.00	N/A	N/A
BLS Disposable	\$200.00	\$200.00	\$250.00	\$350.00	\$350.00	\$250.00	\$200.00	N/A	N/A
Oxygen	\$150.00	\$150.00	\$150.00	\$125.00	\$150.00	\$119.00	\$150.00	N/A	\$5.00
SCT	\$700.00	\$845.00	\$1,662.96	\$1,050.00	N/A	N/A	N/A	\$1,750.00	N/A
TNT	N/A	N/A	\$175.00	N/A	\$175.00	N/A	N/A	\$200.00	N/A
Ground Mileage	\$15.00	\$15.00	\$18.00	\$24.00	\$24.00	\$15.00	\$15.00	\$15.00	\$15.00

*SCT - "Specialty Care Transport"

*TNT - "Treatment-No-Transport"

Ambulance Rate Presentation

Factors to Consider For Fee Adjustment

- Increased cost of providing EMS Services
 - Staffing, Equipment, Supplies, Fuel, Medical Control, Training
- A need for a annual review of the agreement
- Call volume for Double Oak has risen to 117 total EMS responses in 2022. Patients transported for 2022 was 86.

Unit Hour Analysis

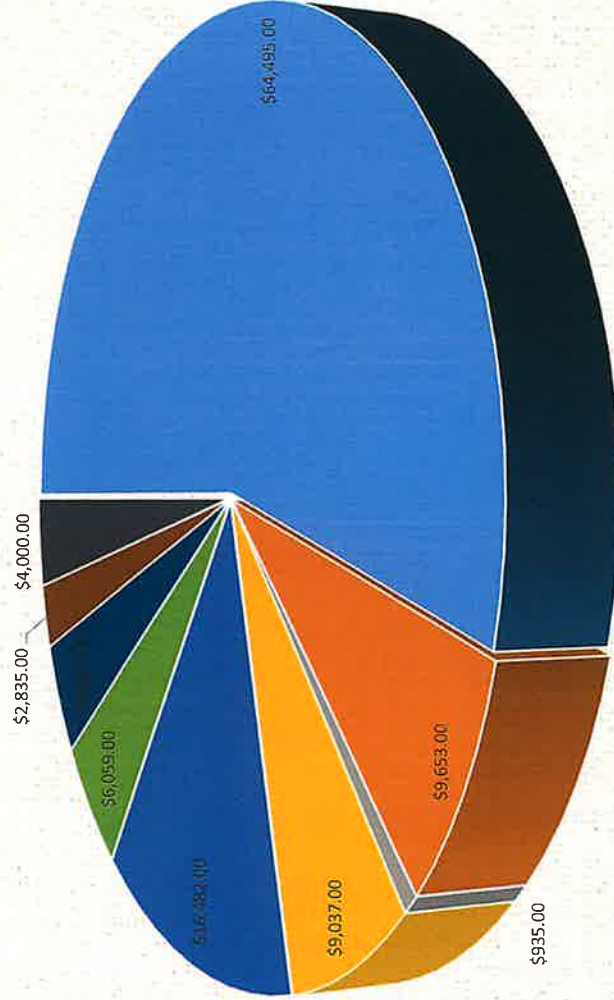
UNIT HOUR ANALYSIS BASED ON FINANCIAL AND OPERATIONAL DATA FOR A FISCAL YEAR

- | | | |
|---|------------------------------|-----------------------------|
| | 1008 HOURS: _____ | Manned Ambulance Hours |
| 1. TOTAL UNIT HOURS PER WEEK = (A)
Estimated number of hours staffed per week.
(See example listed below) | <u>4249/52.07=81.60</u> | Calls Per Week |
| 2. AVERAGE CALL VOLUME PER WEEK = (B)
Estimated number of responses (including all transports, stand bys, refusals and other no transport calls for the fiscal year / divided by 52.07 weeks in a year. | <u>81.6/1008=.08</u> | Calls Per Unit Hour |
| 3. UNIT HOUR UTILIZATION = (B/A) | <u>.08 x 24= 1.92</u> | Calls Per Unit Shift |
| 4. SHIFT UTILIZATION = (B/A) x 8 hrs. | \$ <u>932013/52.07=17899</u> | Expense Per Week |
| 5. TOTAL EXPENSES PER WEEK = (C)
Take your total expenses per year divided by 52.07 week. | \$ <u>17899/7= 2557</u> | Expenses Per Day |
| 6. TOTAL EXPENSES PER DAY = (C)/7 Days | \$ <u>2557/1008=2.53</u> | Cost Per Unit Hour |
| 7. COST PER UNIT HOUR: (Line C divided by Line A) | \$ <u>31.44</u> | Increase for Ambulance Dep. |
| B. Depreciation Cost for Ambulance(s) (If not included in #6) | \$ <u>136.98</u> | Increase for Building Dep. |
| C. Depreciation Cost for Building(s) (If not included in #6) | \$ <u>5.44</u> | Increase for Equipment Dep. |
| D. Depreciation Cost for Equipment (If not included in #6) | \$ <u>176.39</u> | Adjusted Cost Per Unit Hour |
| E. Add Lines #7A, #7B, #7C and #7D = (E) | \$ <u>4233.36</u> | Cost Per Unit Shift |
| 8. COST PER UNIT SHIFT = (E) x 8 hours
The shift length can be adjusted but we have selected the eight hour shift as a standard shift length | \$ <u>2204.88</u> | Cost Per Call |
| 9. COST PER CALL = (Line 8 divided by Line 4) | | |

Cost of Labor

Yearly Labor Cost for 1 FF/Para \$118,551.00

Yearly Labor Cost	
Public Safety	\$64,495.00
Overtime	\$9,653.00
Worker's Comp	\$935.00
Retirement	\$9,037.00
Employee Insurance	\$16,482.00
Payroll Taxes	\$6,059.00
Kelly Pay OT	\$5,055.00
Uniform Cost	\$2,835.00
Other Equipment	\$4,000.00
Total Cost	\$118,551.00

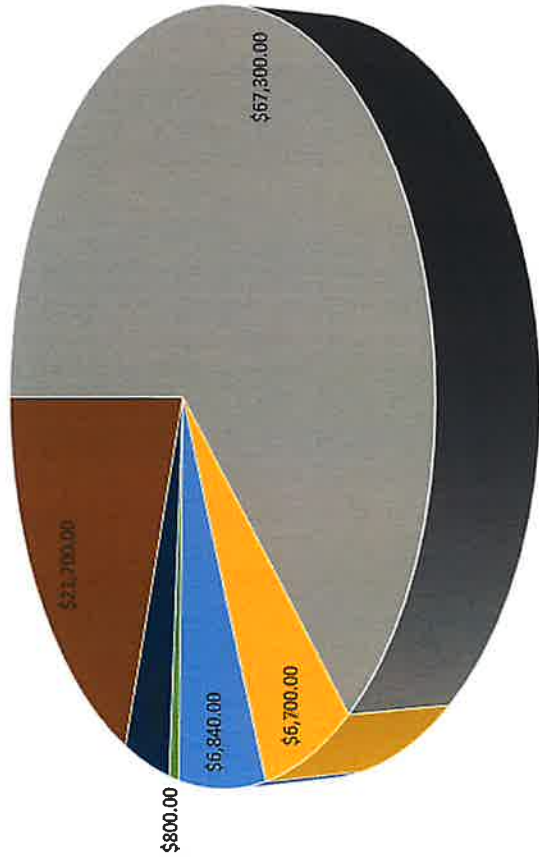


- Public Safety
- Overtime
- Worker's Comp
- Retirement
- Employee Insurance
- Payroll Taxes
- Kelly Pay OT
- Uniform Cost
- Other Equipment

"Other" EMS Costs

"Other" EMS Costs

Chart Area



- Other Costs
- Description of Cost
- Medical Control
- Medical Waste Disposal
- Fingerprinting
- Cert Renewals
- Training

Start Date

January 2022

End Date

December 2022

Executive Summary for Flower Mound

	April	May	June	July	August	September	October	November	December	Totals
Gross Charges	\$285,359	\$292,122	\$274,795	\$291,835	\$297,566	\$263,722	\$305,995	\$266,800	\$326,030	\$3,447,212
Cash Collections	(\$152,402)	(\$95,232)	(\$94,618)	(\$141,715)	(\$136,134)	(\$138,631)	(\$127,630)	(\$130,971)	(\$116,737)	(\$1,511,639)
Gross Charge per Trip	\$1,179	\$1,094	\$1,104	\$1,089	\$1,070	\$1,094	\$1,142	\$1,116	\$1,090	\$1,115
Cash TXP (CPT)	\$630	\$357	\$380	\$529	\$490	\$575	\$476	\$510	\$390	\$469
Payer Mix										
Insurance	33%	34%	31%	26%	36%	29%	32%	30%	33%	32%
Medicaid	2.9%	2.2%	3.2%	2.6%	2.5%	4.6%	4.1%	2.3%	4.0%	3.0%
Medicare	52.1%	55.1%	52.2%	57.1%	51.1%	58.9%	54.5%	58.4%	54.8%	54.9%
Private Pay	11.6%	8.6%	13.3%	13.4%	10.1%	9.1%	9.0%	10.1%	8.4%	10.4%
Payer Research	0.4%	0.0%	0.8%	0.4%	0.0%	-1.7%	0.4%	-0.8%	0.0%	0.0%
Level Of Service										
ALS Non-Emergency	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
ALS Emergency	77.3%	72.7%	73.9%	71.6%	77.3%	77.2%	78.0%	76.7%	73.6%	74.8%
ALS-2	7.0%	3.7%	4.8%	4.1%	6.5%	3.7%	5.6%	5.1%	4.7%	5.3%
BLS Non-Emergency	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
BLS Emergency	15.7%	23.6%	21.3%	24.3%	16.2%	19.1%	16.4%	18.3%	21.7%	19.9%
SCT A0429	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Facility Base	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Level Of Service Volume										
Total Service Volume	242	267	249	268	278	241	268	257	299	3,091
ALS Non-Emergency TXP	0	0	0	0	0	0	0	0	0	0
ALS Emergency TXP	187	194	184	192	215	186	209	197	220	2,311
ALS-2 TXP	17	10	12	11	18	9	15	13	14	164
BLS Non-Emergency TXP	0	0	0	0	0	0	0	0	0	0
SCT A0429 TXP	0	0	0	0	0	0	0	0	0	0

Revenue/Cost

<u>Double Oak Ambulance Service Revenue/Cost</u>	
Revenues	
FMFD average collections per call (2022)	\$ 489.00
<u>Number of Transported (billable) Patients</u>	86
Total of Emergicon Collections	\$ 42,054.00
Double Oak Ambulance Fee to TOFM (2022)	\$ 29,075.00
Total Double Oak Ambulance Service Revenue (TOFM)	\$ 71,129.00
Costs	
Number of EMS calls to Double Oak (2022)	117
Cost per Call for TOFM	\$ 2,206.00
Total Double Oak Ambulance Service Cost	\$ 258,102.00
Revenue/Cost Results	\$ (186,973.00)

Ambulance Rate Presentation

Thank You _____



Profit & Loss Budget vs. Actual

October 2022 through September 2023

13

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400000 · Tax Revenue				
401101 · Current Property Taxes-M & O	1,199,014.88	1,235,201.96	-36,187.08	97.1%
401201 · Penalty & Interest	1,684.55	2,500.00	-815.45	67.4%
401301 · Prior Year Property Taxes	969.42	2,000.00	-1,030.58	48.5%
401315 · Sales Taxes	318,409.21	650,000.00	-331,590.79	49.0%
401601 · Franchise-Cross Timbers Water	18,715.75	24,000.00	-5,284.25	78.0%
401701 · Franchise-Cable TV	16,411.65	35,000.00	-18,588.35	46.9%
401801 · Franchise-Electric	137,129.32	95,000.00	42,129.32	144.3%
401805 · Franchise-Garbage	7,181.89	13,000.00	-5,818.11	55.2%
401811 · Franchise-Gas	22,715.79	17,000.00	5,715.79	133.6%
401901 · Franchise-Telephone	364.15	500.00	-135.85	72.8%
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%
Total 400000 · Tax Revenue	1,722,596.61	2,074,201.96	-351,605.35	83.0%
420000 · Fines and Forfeitures				
420101 · Court Fines	53,472.85	120,000.00	-66,527.15	44.6%
420113 · Court Forfeitures	0.00	0.00	0.00	0.0%
420000 · Fines and Forfeitures - Other	0.00	0.00	0.00	0.0%
Total 420000 · Fines and Forfeitures	53,472.85	120,000.00	-66,527.15	44.6%
430000 · Licenses and Permits				
430101 · Fences	1,020.00	1,275.00	-255.00	80.0%
430102 · Commercial Buildings	0.00	6,000.00	-6,000.00	0.0%
430103 · Oil and Gas Drilling	0.00	0.00	0.00	0.0%
430201 · New Homes	0.00	3,000.00	-3,000.00	0.0%
430202 · Erosion Control	0.00	0.00	0.00	0.0%
430301 · Misc Construction	16,185.00	23,000.00	-6,815.00	70.4%
430401 · Roofs	2,435.00	1,275.00	1,160.00	191.0%
430501 · Septic Systems	3,725.00	5,000.00	-1,275.00	74.5%
430601 · Sprinkler Systems	255.00	500.00	-245.00	51.0%
430701 · Swimming Pools	650.00	2,000.00	-1,350.00	32.5%
430801 · Water Wells	0.00	0.00	0.00	0.0%
430901 · Plats and Subdivision Fees	750.00	0.00	750.00	100.0%
Total 430000 · Licenses and Permits	25,220.00	42,050.00	-16,830.00	60.0%
440000 · Other Revenue				
440101 · Administration Fees	482.80	1,000.00	-517.20	48.3%
440102 · Animal Control Fees	0.00	0.00	0.00	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	61,625.96	9,500.00	52,125.96	648.7%
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%
440700 · Insurance Proceeds	0.00	0.00	0.00	0.0%
Total 440000 · Other Revenue	62,108.76	10,500.00	51,608.76	591.5%

Profit & Loss Budget vs. Actual

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
440300 · Charges for Services				
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	20.00	250.00	-230.00	8.0%
440601 · Sewage Service	9,656.12	25,000.00	-15,343.88	38.6%
440701 · Town Hall Rental Fees	0.00	0.00	0.00	0.0%
Total 440300 · Charges for Services	9,682.12	25,250.00	-15,567.88	38.3%
440400 · Park Funds				
440401A · Gazebo Funds	0.00	0.00	0.00	0.0%
Total 440400 · Park Funds	0.00	0.00	0.00	0.0%
440500 · Carry Over from previous year	0.00	0.00	0.00	0.0%
Total Income	1,873,080.34	2,272,001.96	-398,921.62	82.4%
Gross Profit	1,873,080.34	2,272,001.96	-398,921.62	82.4%
Expense				
510000 · Town Administration				
521000 · Town Salary Adjustments	0.00	0.00	0.00	0.0%
521012 · Attorney Fees	11,139.89	25,000.00	-13,860.11	44.6%
521033 · Custodial Services	2,928.31	5,500.00	-2,571.69	53.2%
521041 · Denton Central Appraisal Dist	3,537.48	8,237.00	-4,699.52	42.9%
521050 · Election Expense	0.00	4,500.00	-4,500.00	0.0%
521051 · Electricity	2,549.88	6,500.00	-3,950.12	39.2%
521060 · Financial Auditors	12,000.00	10,000.00	2,000.00	120.0%
521070 · Natural Gas	894.78	2,000.00	-1,105.22	44.7%
521073 · Printer Copier	2,907.68	6,000.00	-3,092.32	48.5%
521133 · Ordinance Codification	522.38	1,500.00	-977.62	34.8%
521160 · Postage	1,045.60	3,000.00	-1,954.40	34.9%
521200 · Tax Billing Expense	1,256.00	1,500.00	-244.00	83.7%
521201 · Communications	3,492.17	11,000.00	-7,507.83	31.7%
521220 · Water	703.97	2,500.00	-1,796.03	28.2%
521230 · Archive System	0.00	5,000.00	-5,000.00	0.0%
521250 · Outdoor Siren	0.00	0.00	0.00	0.0%
530050 · Ambulance Service	29,075.00	29,075.00	0.00	100.0%
Total 510000 · Town Administration	72,322.04	121,312.00	-48,989.96	59.6%
520000 · Administrative				
521010 · Advertising	223.30	2,000.00	-1,776.70	11.2%
521020 · Bank Charges	-67.74	100.00	-167.74	-67.7%
521030 · Cleaning Supplies	0.00	0.00	0.00	0.0%
521031 · Computer Supplies/Software	13,335.52	25,000.00	-11,664.48	53.3%
521032 · Council Contingency	1,827.68	849.00	978.68	215.3%
521034 · Technology Fund	5,798.53	3,500.00	2,298.53	165.7%
521074 · Meetings	0.00	150.00	-150.00	0.0%
521075 · Goodwill	39.96	500.00	-460.04	8.0%
521076 · Incentive Pay	807.66	1,500.00	-692.34	53.8%
521090 · General Liability Insurance	3,865.63	5,513.20	-1,647.57	70.1%
521091 · Health/Dental/Life Insurance	10,836.06	17,069.04	-6,232.98	63.5%
521130 · Membership & Dues	525.00	1,500.00	-975.00	35.0%
521131 · Car Maintenance-Fuel-Travel	0.00	0.00	0.00	0.0%
521150 · Office Supplies	1,611.05	6,000.00	-4,388.95	26.9%
521151 · Other Professional Services	380.00	2,200.00	-1,820.00	17.3%
521153 · Other Supplies	260.19	650.00	-389.81	40.0%

Profit & Loss Budget vs. Actual

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
521161 · Publications & Subscriptions	119.00	200.00	-81.00	59.5%
521162 · Printing and Copying	46.26	450.00	-403.74	10.3%
521170 · Payroll Taxes - FICA	9,801.21	12,580.05	-2,778.84	77.9%
521172 · TWC Unemployment Insurance	122.40	2,400.00	-2,277.60	5.1%
521190 · Town Secretary Salary	44,458.40	82,565.60	-38,107.20	53.8%
521191 · Longevity Pay-Administration	1,540.00	1,540.00	0.00	100.0%
521192 · Worker's Compensation Ins.	868.02	891.60	-23.58	97.4%
521194 · Asst Town Secretary Salary	40,015.02	73,839.53	-33,824.51	54.2%
521195 · Overtime	3,300.88	5,000.00	-1,699.12	66.0%
521196 · TMRS-Retirement	6,274.17	14,149.24	-7,875.07	44.3%
521202 · Training Seminars	1,220.00	2,000.00	-780.00	61.0%
Total 520000 · Administrative	147,208.26	262,147.26	-114,939.00	56.2%
530000 · Public Works				
521021 · Building Repair/Remodeling	9,886.45	0.00	9,886.45	100.0%
521025 · Building Expenditures	0.00	2,000.00	-2,000.00	0.0%
521120 · Lien Filing Expense	0.00	100.00	-100.00	0.0%
530025 · Mosquito Control Program	0.00	200.00	-200.00	0.0%
530100 · Animal Control Officer	9,601.25	18,000.00	-8,398.75	53.3%
530101 · Public Works Director Salary	38,634.68	71,750.00	-33,115.32	53.8%
530102 · Public Works Director TMRS	3,585.84	6,229.03	-2,643.19	57.6%
530103 · Public Works Director FICA	2,594.03	5,538.22	-2,944.19	46.8%
530104 · Public Works Director (H/D/L)	8,292.69	13,077.36	-4,784.67	63.4%
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	24,000.00	0.00	24,000.00	100.0%
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	828.35	1,181.40	-353.05	70.1%
530125 · Council Discretionary Fund	0.00	0.00	0.00	0.0%
530150 · Grounds Maintenance	5,175.94	9,000.00	-3,824.06	57.5%
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	361.47	0.00	361.47	100.0%
530200 · Lot Mowing/Tree Trim Service	4,426.72	5,500.00	-1,073.28	80.5%
530201 · Public Works Training	0.00	2,500.00	-2,500.00	0.0%
530202 · Longevity Pay- Public Works	45.00	45.00	0.00	100.0%
530203 · Vehicle Payment	0.00	0.00	0.00	0.0%
530204 · Vehicle Maintenance	349.70	750.00	-400.30	46.6%
530205 · Vehicle Fuel	247.95	2,000.00	-1,752.05	12.4%
530206 · Uniforms	0.00	0.00	0.00	0.0%
530210 · Membership Dues/Licensing	75.00	500.00	-425.00	15.0%
530230 · Other Professional Services	718.68	2,000.00	-1,281.32	35.9%
530231 · Other Supplies	0.00	1,000.00	-1,000.00	0.0%
530235 · Printing	0.00	200.00	-200.00	0.0%
530240 · Postage	0.00	0.00	0.00	0.0%
530245 · Computer Support	3,516.93	12,290.00	-8,773.07	28.6%
530250 · Health Inspector	750.00	2,500.00	-1,750.00	30.0%
530260 · Septic Inspections	3,580.00	5,000.00	-1,420.00	71.6%
530270 · Sewage Services	9,070.56	25,000.00	-15,929.44	36.3%
530271 · Vehicle Reimbursement	0.00	0.00	0.00	0.0%
530272 · Incentive Pay	322.98	600.00	-277.02	53.8%
530273 · Worker's Compensation Ins	434.01	445.80	-11.79	97.4%
530277 · General Liability Insurance	0.00	0.00	0.00	0.0%
530280 · Hazardous Waste Disposal	0.00	0.00	0.00	0.0%
530650 · Public Works-Cell phone	828.99	500.00	328.99	165.8%

Profit & Loss Budget vs. Actual

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
531020 · Credit Card Convenience Fee	0.00	0.00	0.00	0.0%
531201 · Weather Siren	0.00	785.00	-785.00	0.0%
Total 530000 · Public Works	127,327.22	188,691.81	-61,364.59	67.5%
540000 · Streets and Drainage				
540019 · Engineering General	14,416.50	50,000.00	-35,583.50	28.8%
540060 · Crack Seal & Potholes	567.09	35,000.00	-34,432.91	1.6%
540110 · Current Year Road Repairs	0.00	200,000.00	-200,000.00	0.0%
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	2,000.00	-2,000.00	0.0%
Total 540000 · Streets and Drainage	14,983.59	294,500.00	-279,516.41	5.1%
550000 · Police Department				
550120 · Capital Equipment (Auto)	0.00	0.00	0.00	0.0%
550135 · Computer Equip/Supplies/SW Main	16,044.73	41,500.00	-25,455.27	38.7%
550140 · Equipment Repair & Maintenance	0.00	1,000.00	-1,000.00	0.0%
550145 · Health/Dental/Life Insurance	60,205.98	126,276.84	-66,070.86	47.7%
550219 · Membership Dues	0.00	500.00	-500.00	0.0%
550220 · Minor Equipment	334.26	1,000.00	-665.74	33.4%
550230 · Other Professional Services	0.00	100.00	-100.00	0.0%
550240 · Office Supplies	205.48	700.00	-494.52	29.4%
550248 · Publications	0.00	400.00	-400.00	0.0%
550249 · External Contracts	1,044.00	5,000.00	-3,956.00	20.9%
550250 · Postage	0.00	0.00	0.00	0.0%
550251 · Printing	441.44	900.00	-458.56	49.0%
550252 · Police Chief Salary	53,899.30	100,098.70	-46,199.40	53.8%
550253 · Police Asst. Chief Salary	47,905.48	88,967.35	-41,061.87	53.8%
550254 · Police Officers' Salary	186,728.22	513,517.56	-326,789.34	36.4%
550255 · Administrative Assistant PD	0.00	0.00	0.00	0.0%
550256 · Crossing Guard	3,358.00	4,000.00	-642.00	84.0%
550257 · Police Department Overtime	5,833.55	5,000.00	833.55	116.7%
550261 · Criminal Investigations	5.40	2,000.00	-1,994.60	0.3%
550262 · General Liability Insurance	13,529.66	19,296.20	-5,766.54	70.1%
550263 · TWC Unemployment Ins	0.00	0.00	0.00	0.0%
550264 · Incentive Pay	4,213.05	9,600.00	-5,386.95	43.9%
550271 · Salaries Benefits - FICA	20,424.76	55,349.94	-34,925.18	36.9%
550275 · Salaries Benefits - TMRS	23,079.48	61,909.90	-38,830.42	37.3%
550276 · Human Resources	1,790.27	1,500.00	290.27	119.4%
550277 · Longevity Pay	1,860.00	2,345.00	-485.00	79.3%
550278 · Worker's Compensation Ins	17,360.40	17,832.00	-471.60	97.4%
550280 · Communications	2,914.71	14,000.00	-11,085.29	20.8%
550281 · Training	5,072.80	15,000.00	-9,927.20	33.8%
550286 · Training Ammo	2,106.64	5,000.00	-2,893.36	42.1%
550290 · Uniforms	8,384.92	24,000.00	-15,615.08	34.9%
550291 · Patrol Equipment	22,593.40	7,000.00	15,593.40	322.8%
550292 · Community Programs	2,046.00	3,000.00	-954.00	68.2%
550293 · Traffic Management	0.00	100.00	-100.00	0.0%
550294 · Evidence Room Supplies	0.00	100.00	-100.00	0.0%
550295 · Goodwill	913.56	1,000.00	-86.44	91.4%
550300 · Vehicle Fuel	6,858.22	30,000.00	-23,141.78	22.9%
550400 · Vehicle Repair & Maintenance	3,177.95	10,000.00	-6,822.05	31.8%
Total 550000 · Police Department	512,331.66	1,167,993.49	-655,661.83	43.9%

Profit & Loss Budget vs. Actual

October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
560000 · Municipal Court				
560010 · Judges Services	2,700.00	10,000.00	-7,300.00	27.0%
560015 · Jury Services	0.00	240.00	-240.00	0.0%
560018 · Jail Services	1,480.00	0.00	1,480.00	100.0%
560020 · Prosecuting Attorney	2,775.00	10,000.00	-7,225.00	27.8%
560025 · Other Professional Services	680.00	480.00	200.00	141.7%
560026 · Court Clerk - Salary	35,753.20	65,820.78	-30,067.58	54.3%
560027 · Court Clerk- FICA	2,879.96	5,632.37	-2,752.41	51.1%
560028 · Court Clerk - TMRS	3,428.58	6,334.93	-2,906.35	54.1%
560029 · Court Clerk Ins (H/D/L)	5,428.65	8,534.52	-3,105.87	63.6%
560030 · Court Clerk - Longevity	905.00	905.00	0.00	100.0%
560031 · Overtime	3,203.55	6,000.00	-2,796.45	53.4%
560035 · Court Supplies,Equip & S/W Main	6,655.10	6,000.00	655.10	110.9%
560055 · Membership Dues	0.00	0.00	0.00	0.0%
560076 · Incentive Pay	484.54	900.00	-415.46	53.8%
Total 560000 · Municipal Court	66,373.58	120,847.60	-54,474.02	54.9%
570000 · Double Oak Vol. Fire Department				
570010 · DOVFD Capital Equip Contributio	0.00	0.00	0.00	0.0%
570020 · DOVFD Operations Contribution	50,000.00	100,000.00	-50,000.00	50.0%
570021 · General Liability Insurance	9,387.95	13,389.20	-4,001.25	70.1%
570022 · Worker's Compensation Ins	3,038.07	3,120.60	-82.53	97.4%
Total 570000 · Double Oak Vol. Fire Departm...	62,426.02	116,509.80	-54,083.78	53.6%
Total Expense	1,002,972.37	2,272,001.96	-1,269,029.59	44.1%
Net Ordinary Income	870,107.97	0.00	870,107.97	100.0%
Net Income	870,107.97	0.00	870,107.97	100.0%

	<u>Apr 14, 23</u>
ASSETS	
Current Assets	
Checking/Savings	
102302 · Independent Bank Money Market	2,783,384.05
102303 · Independent Bank Checking	411,290.30
102304 · Police Lease Training Fund	1,788.83
102306 · John B. Wright Memorial Fund	577.44
102307 · DO Police Dept Chapter 59	8.94
102400 · Petty Cash	499.21
102450 · DATCU	3,282.69
106101 · Certificate of Deposit	430,286.14
Total Checking/Savings	<u>3,631,117.60</u>
Accounts Receivable	
106100 · Accounts Receivable	18,264.50
Total Accounts Receivable	<u>18,264.50</u>
Other Current Assets	
104100 · Bartonville Water Certificate	2,000.00
106150 · Interest Receivable	280.95
106400 · Employee Receivables	523.80
106700 · Property Taxes Receivable	19,263.24
106900 · Prepaid Costs	32,274.55
Total Other Current Assets	<u>54,342.54</u>
Total Current Assets	<u>3,703,724.64</u>
TOTAL ASSETS	<u><u>3,703,724.64</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202000 · Accounts Payable	9,802.85
Total Accounts Payable	<u>9,802.85</u>
Other Current Liabilities	
106300 · Allowance for Uncoll Taxes	19,263.24
200000 · Payroll Liabilities	
201500 · TMRS Payable	2,600.44
202507 · Dependant Health Care Cover...	-1,162.91
202508 · AFLAC Deduction	-564.72
202509 · Child Support Withholding Or...	111.85
202513 · Vision Insurance	526.77
202516 · Dependent Life Insurance	-57.55
200000 · Payroll Liabilities - Other	-195.09
Total 200000 · Payroll Liabilities	<u>1,258.79</u>

Town of Double Oak
Balance Sheet
As of April 14, 2023

	<u>Apr 14, 23</u>
200504 · Town Hall Reservation Deposits	500.00
201250 · Cr Card Fees/Collection Charges	-117.52
202250 · Town Hall Renovations	200.00
202501 · Court Fees & Fines Due State	7,011.34
202502 · Technology Fees	4,625.16
202503 · Court Security Fees	18,212.81
202504 · Police LEOSE Training Account	926.32
202506 · Child Safety Fund	4,225.47
202511 · Omnibase Fees Due	170.68
202512 · Court Collections	12,644.07
202760 · Time Payment Reimbursement F...	276.04
203002 · Park Fund Account	226.47
203006 · CLFRF - SLFRF Funds	373,762.27
203060 · Waketon Road Reconstruction	-16,598.39
203090 · Waketon Road-Town of Double ...	-27,650.29
2050000 · Accrued Payroll	26,301.77
205555 · Police Grants	347.25
206250 · Sewer System Maintenance	10,550.19
206500 · Police-Chapter 59	8.94
208000 · Golf Tournament	44.85
Total Other Current Liabilities	<u>436,189.46</u>
Total Current Liabilities	<u>445,992.31</u>
Total Liabilities	<u>445,992.31</u>
Equity	
3000 · Fund Balances	1,062,624.36
3100 · Town Contingency	150,000.00
3125 · Town 50th Anniversary Fund	10,000.00
3150 · Stormwater Structures Fund	100,000.00
3200 · Road Contingency	150,000.00
3250 · Denton County Bond Project Fund	190,000.00
3450 · Town Hall Technology Fund	100,000.00
3550 · TCEQ MS4 (5-year) Fund	25,000.00
3600 · Street and Drainage Fund	450,000.00
3800 · Police Vehicle Fund	110,000.00
3850 · Police Body Camera Project Fund	40,000.00
et Income	870,107.97
Total Equity	<u>3,257,732.33</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,703,724.64</u></u>



2023 New Vehicle Purchase



Presentation

By

Ruben Rivas

Chief of Police

Double Oak Police Department

04/17/2023

Double Oak Police Department



**Double Oak Police Department
is requesting the purchase of a
New 2023 Chevy Tahoe to
Replace a Current Police Vehicle.**

Double Oak Police Department



- The average lifespan of a police car is about three years, during which time the cars can accumulate over 100,000 miles.

*<https://www.hotcars.com/weirdest-facts-about-modern-police-cars-nobody-knows-about/#recording-hours-instead-of-miles>

- Reference materials used:

Dallas Police Department Marked Squad Cars: Fleet Analysis Update
Public Safety Committee – April 20, 2009

- Replacement policies of other Cities range from 70,000 to 160,000 miles

Austin – 80,000 to 100,000 miles

Fort Worth – 100,000 miles

Arlington – 160,000

El Paso – 100,000 miles

Houston – 100,000 miles

Double Oak Police Department



Double Oak Police Department Current Fleet:

- 3 Patrol Vehicles, 1 CID Vehicle, 1 Admin Vehicle
 - Patrol Vehicle 1- 2018 Ford SUV - 74,012 miles
 - Patrol Vehicle 2- 2020 Dodge SUV – 54,922 miles
 - Patrol Vehicle 3- 2017 Dodge Charger - 42,681 miles
 - Detective Vehicle – 2018 Ford SUV - 107,938 miles – **TO BE REPLACED**



Double Oak Police Department



- The current detective vehicle is a 2018 Ford SUV with 107,938 miles
- It is assigned to the Double Oak Police Detective
- In the interim, the Double Oak Police Detective will be assigned a 2020 Dodge Charger that will be taken out of the patrol



Double Oak Police Department



**3 Police Pursuit
Package Vehicle
Manufactures**



CHEVROLET



DODGE

Double Oak Police Department - Why an SUV?



- Officer and passenger have more seating room
- More space for equipment and storage of emergency control switches and better access to equipment controls
- Transportation of prisoners is more comfortable and safer. By them not getting injured for being crammed up
- Resale value is more than sedan models

Double Oak Police Department - Why an SUV?



- Equipment cost is about the same as other vehicles
- Engine space is much more significant in Tahoe and has more breathing room for idling. Less likely to overheat
- Better visibility
- Clearance is higher off the ground and less likely to bottom out
- Gas mileage is about the same across all three manufacturers because of idle time

Double Oak Police Department



- Police Department is requesting the purchase of a 2023 Chevy Tahoe
- Why Chevy Tahoe?
 - Better pricing than the Ford
 - More space than Ford
 - Officer sits higher than Ford
 - Better auction resale than Ford



Double Oak Police Department



- 2 Purchase Options For Police Package Vehicle Contract Pricing

2023 Chevy Tahoe - \$36,640-\$39,508*

2023 Ford SUV- \$47,496.14

**First Price is 2-wheel drive,
The second Price is 4-wheel drive*

Double Oak Police Department



- Civilian model cost for similar vehicle:

Chevy

\$69,190



Ford

**\$48,971 -
53,465**

Double Oak Police Department



- **Equipment to be reused in New Vehicle:**
 - Radar
 - In-car Video System
 - Laptop and Laptop Mount
 - Police Radio





**THANK YOU FOR ALLOWING
THE DOUBLE OAK POLICE
DEPARTMENT TO PRESENT
THIS REQUEST**

Double Oak Town Council

SHERIFFS ASSOCIATION OF TEXAS	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	22-03-1008	Date Prepared:	3/27/2023
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This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.

Buying Agency:	TOWN OF DOUBLE OAK	Contractor:	RELIABLE CHEVROLET
Contact Person:		Prepared By:	DOUG ADAMS
Phone:		Phone:	972-952-1561
Fax:		Fax:	972-952-8172
Email:		Email:	dadams@reliablechevrolet.com

Spec #:	99	Description:	2023 TAHOE PPV 9C1 --- ADDING 4 WHEEL DRIVE --- TYPICAL SPEC		34438.95
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A. Product Item Base Unit Price Per SAT Contract: LONGHORN DISTRICT

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5J0 - FRONT PARK ASSIST DISABLED	0	9C1 PPV - POLICE PURSUIT VEHICLE - REQUIRED	INCL
5J1 - REMOTE EXT LIGHTS/HORN DISABLED	0	AG2 - POWER PASSENGER SEAT - REQUIRED	INCL
5T5 - VINYL REAR SEAT	0	POLICE RATED SPARE - REQUIRED	INCL
6C7 - RED/WHITE DOME LAMP	155	VK3 - FRONT LICENSE PLANT BRACKET - REQ'D	INCL
6E2 - FLEET KEYS ALIKE	23		
6J3 - GRILLE LAMP & SPEAKER WIRING	84		
6J4 - HORN/SIREN CIRCUIT WIRING	50		
7X3 - LH LED SPOTLAMP	728	5YR/100,000 POWERTRAIN WARRANTY	INCL
AMF - REMOTE KEYLESS ENTRY PKG	68	2 KEYS AT DELIVERY	INCL
V76 - TOW HOOKS	46	VPV - KERR INDUSTRIES SHIP-THRU	125
AZ3 - 40/20/40 FRONT SEAT	0	Subtotal From Additional Sheet(s):	
UPGRADE TO 4 WHEEL DRIVE	3000	Subtotal B:	4279

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
BTV - REMOTE START	273		
DRZ - CAMERA MIRROR	432	Subtotal From Additional Sheet(s):	
UN9 - RADIO SUPPRESSION PKF	86	Subtotal C:	791

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	39508.95	=	Subtotal D:	39508.95
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E. SAT Order Processing Charge (Amount Per Current Policy) Subtotal E: \$350

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
NO UPFIT ON THIS QUOTE		DELIVERY	INCL
EXTERIOR COLOR --- STANDARD COLOR		Subtotal F:	0

G. Total Purchase Price (D+E+F): 39858.95

Delivery Date: TBD

SHERIFFS ASSOCIATION OF TEXAS	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	22-03-1008R	Date Prepared:	3/17/2023
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This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.

Buying Agency:	TOWN OF DOUBLE OAK	Contractor:	RELIABLE CHEVROLET
Contact Person:		Prepared By:	DOUG ADAMS
Phone:		Phone:	972-952-1561
Fax:		Fax:	972-952-8172
Email:		Email:	dadams@reliablechevrolet.com

Spec #:	99	Description:	2022 TAHOE PPV 9C1 --- WITH 2 WHEEL DRIVE --- TYPICAL SPEC ORDER	
A. Product Item Base Unit Price Per SAT Contract:			LONGHORN DISTRICT	34438.95

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AZ3 - 40/20/40 FRONT BENCH	0	PPV - POLICE PURSUIT VEHICLE - REQUIRED	INCL
DRZ - REAR CAMERA MIRROR	432	AG2 - POWER PASSENGER SEAT - REQUIRED	INCL
5J0 - FRONT PARK ASSIST DISABLED	0	POLICE RATED SPARE - REQUIRED	INCL
5J1 - KEYLESS REMOTE PANIC BUTTON DIABLED	0	VK3 - FRONT LICENSE PLANT BRACKET - REQ'D	INCL
AMF - 4 EXTRA REMOTES	68	5YR/100,000 POWERTRAIN WARRANTY	INCL
6E2 - KEYED ALIKE	23	2 KEYS AT DELIVERY	INCL
BTV - REMOTE START	273		
UN9 - RADIO SUPPRESSION	86	KERR INDUSTRIES SHIPTHRU	150
V76 - FRONT RECOVERY HOOKS	46		
5T5 - CLOTH FRONT/VINYL REAR SEAT	0		
BCV - AUTO REAR DOOR LOCK DISABLED	46		
7X3 - LH LED SPOTLAMP	728		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	1852

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
NO UPFIT ON UNIT			
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	36290.95	=	Subtotal D:	36290.95
E. SAT Order Processing Charge (Amount Per Current Policy)					Subtotal E:	\$350

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DELIVERY	INCL
EXTERIOR COLOR --- STANDARD			
		Subtotal F:	0
Delivery Date:	TBD	G. Total Purchase Price (D+E+F):	36640.95



Phone: (817) 756-6866

NEW 2023 CHEVROLET TAHOE
RST
IN-TRANSIT

CLASSIC PRICE \$69,190

MSRP \$69,190

THIS VEHICLE HAS BEEN SHIPPED FROM THE ASSEMBLY PLANT AND WILL ARRIVE IN THE NEAR FUTURE. PLEASE CONTACT US FOR MORE DETAILS.

VIN 1GNSCRKD8PR296905 STOCK NUMBER PR296905

CURRENT OFFERS

MSRP \$69,190

OTHER OFFERS YOU MAY QUALIFY FOR

GM First Responder Offer¹ - \$500

Take Retail Delivery By 01-02-2024 - Not Compatible with Some Other Offers

GM Military Offer² - \$500

Take Retail Delivery By 01-02-2024 - Not Compatible with Some Other Offers

GM College Offer³ - \$500

Take Retail Delivery By 01-02-2024 - Not Compatible with Some Other Offers

GM Healthcare Professional Offer⁴ - \$500

Take Retail Delivery By 01-02-2024 - Not Compatible with Some Other Offers

[Click here for more offer information](#)

This vehicle has been shipped from the assembly plant and will arrive in the near future. Please contact us for more details. unknown

CLASSIC CHEVROLET



SPECIFICATIONS

Stock Number	PR296905
Mileage	N/A
VIN	1GNSCRKD8PR296905
Interior	Hva Jet Black Victory Red
Exterior	Radiant Red Tintcoat
Trim	RST
Drive Wheels	RWD
Transmission	Automatic
Engine	5.3L 8 cyl
Fuel Type	Gas
Vehicle Type	SUV



CLASSICCHEVROLET.COM

817-756-6866



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BLUETOOTH CONNECTION



WIFI HOTSPOT



SMART DEVICE INTEGRATION



KEYLESS ENTRY



KEYLESS START



POWER DRIVER SEAT



BACK-UP CAMERA



CRUISE CONTROL

All Vehicles .

All Vehicles MPG estimates on this website are EPA estimates; your actual mileage may vary. For used vehicles, MPG estimates are EPA estimates for the vehicle when it was new. The EPA periodically modifies its MPG calculation methodology; all MPG estimates are based on the methodology in effect when the vehicles were new (please see the Fuel Economy portion of the EPA's website for details, including a MPG recalculation tool).

The features and options listed are for the new 2023 Chevrolet Tahoe and may not apply to this specific vehicle.

2023 Ford Explorer Limited SUV EcoBoost I-4 Engine with Auto Start-Stop Technology

Info	Specials	Pricing
2.3L EcoBoost I-4 Engine with Auto Start-Stop Technology Engine	Sandstone Interior	
10-Speed Automatic Transmission	DEALER ORDERED	
Star White Metallic Exterior	1FMSK7FH5PGA74746	20/28 mpg City/Hwy



Compare Save

[More Details](#)

2023 Ford Explorer ST-Line SUV EcoBoost I-4 Engine with Auto Start-Stop Technology

\$49,765

Info	Specials	Pricing
2.3L EcoBoost I-4 Engine with Auto Start-Stop Technology Engine	Stock #: 23T057	
10-Speed Automatic	IN STOCK	
Star White Metallic Exterior	1FMSK7KH0PGA25878	21/28 mpg City/Hwy
Ebony Interior		

Compare Save

[More Details](#)



2023 Ford Explorer ST-Line SUV EcoBoost I-4 Engine with Auto Start-Stop Technology

\$48,971

Info	Specials	Pricing
2.3L EcoBoost I-4 Engine with Auto Start-Stop Technology Engine	Stock #: 23T062	
10-Speed Automatic	IN STOCK	
Forged Green Metallic Exterior	1FMSK7KH8PGA41567	21/28 mpg City/Hwy
Ebony Interior		

Compare Save

[More Details](#)

2023 Ford Explorer ST-Line SUV EcoBoost I-4 Engine with Auto Start-Stop Technology

\$48,175

Info	Specials	Pricing
2.3L EcoBoost I-4 Engine with Auto Start-Stop Technology Engine	Stock #: 23T027	
10-Speed Automatic	IN STOCK	
Iconic Silver Metallic Exterior	1FMSK7KH6PGA48291	21/28 mpg City/Hwy
Ebony Interior		

Compare Save

[More Details](#)



Employee Pricing Now Thru April 17th ONLY.

Complete the form within 14 days to redeem this offer on your next vehicle





New Ford Explorer For Sale In Arcadia Near Port Charlotte, FL

Before the official unveiling of the new electric Ford Explorer, get your hands on a brand new gasoline-powered Ford Explorer for sale right next door near Port Charlotte, FL. Want to ease into the power and prowess of a Ford model? We have a [Ford inventory](#) where you'll find plenty of impressive models. For now, let's learn more about what makes adventuring in the Ford Explorer such a one-of-a-kind experience.

Search our inventory...

9 Vehicles



2023 Ford Explorer Limited SUV EcoBoost I-4 Engine with Auto Start-Stop Technology

Info Specials Pricing

- 2.3L EcoBoost I-4 Engine with Auto Start-Stop Technology Engine
- 10-Speed Automatic Transmission
- Rapid Red Metallic Exterior

- Ebony Interior
- DEALER ORDERED
- 1FMSK7FH4PCB04657
- 20/28 mpg City/Hwy



Compare Save

[More Details](#)

2023 Ford Explorer Limited SUV EcoBoost I-4 Engine with Auto Start-Stop Technology

\$53,465

Info Specials Pricing

- 2.3L EcoBoost I-4 Engine with Auto Start-Stop Technology Engine
- 10-Speed Automatic
- Carbonized Gray Metallic Exterior

- Ebony Interior
- Stock #: 23T093
- IN STOCK
- 1FMSK7FH1PGA28945
- 21/28 mpg City/Hwy

Compare Save

[More Details](#)

Complete the form within 14 days to redeem this offer on your next vehicle

17

SLFRF Compliance Report - TX0419-P&E Report-Q1 2022
Report Period : Annual March 2022

Recipient Profile

Recipient Information

Recipient UEI	JMKYSMPKTUK7
Recipient TIN	756244787
Recipient Legal Entity Name	Double Oak
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	320 Waketon Rd
Recipient Address 2	
Recipient Address 3	
Recipient City	Double Oak
Recipient State/Territory	TX
Recipient Zip5	75077
Recipient Zip+4	3020
Recipient Reporting Tier	Tier 5. Metropolitan cities and counties with a population below 250,000 residents which received less than \$10 million in SLFRF funding
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Does your jurisdiction have projects to report as of this reporting period?	My jurisdiction has projects to report
---	--

Project Name: SLFRF

Project Identification Number	SLFRF2022
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	
Total Cumulative Obligations	\$760,207.29
Total Cumulative Expenditures	\$63,432.85
Current Period Obligations	
Current Period Expenditures	
Project Description	SLFRF funds for essential workers salaries, enhance cybersecurity, improvements to park and failing infrastructure.

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$760,207.29
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	Funds used to pay essential workers, enhance cybersecurity, upgrade sound system in the park, and replace deteriorating infrastructure.

<u>SLFRF</u>	<u>Amt. Rec'd 08/23/2021</u>	<u>Spent</u>	<u>To Expend Amt. to Receive</u>	<u>Total SLFRF</u>
	<u>380,103.65</u>		<u>316,670.80</u>	<u>760,207.30</u>
Premium Pay				
Premium Pay FICA				
Employer portion TMRS		10,000.00		
iWorQ				
Future Roads/Drainage				
Culverts-DO Dr.		49,875.00		
Culverts-Misc				
Culverts-Meadow Knoll				
Brittain Lane				
Paving-DOVFD parking lot		495.00		
Cybersecurity -Datamax				
Cybersecurity -Datamax backup battery		570.00		
Fogging-Cox Cleaning		112.94		
PPE-Amazon		7,313.34		
Audio/Visual-Park				
Laptop for Public Services				
Police Car				
Payroll-COVID		-4,933.43		
Workers Comp-reimbursement		<u>63,432.85</u>	<u>0.00</u>	
Balance		316,670.80	63,432.85	696,774.45

Date	Name	Memo	Amount
1ST TRANCHE			
08/23/2021	Texas Emergency Management	1st Tranche of SLFRF	380,103.65
10/07/2021	iWorkQ	Inv#196306-permit/code enforcement software	-10,000.00
12/03/2021	Double Oak Concrete LLC	Inv#1806-culverts for Double Oaks Drive re-paving project	-49,875.00
01/07/2022	DFW AV Pros	Inv#517-audio/visual system for Council chambers	-7,313.34
01/12/2022	datamax	Inv#LQ07192045-cybersecurity for emails	-495.00
01/27/2022	Mestas, John P	Direct Deposit	-2,158.80
01/27/2022	Sneed, Lonnie P	Direct Deposit	-271.40
01/27/2022	Wyman, Michael A	Direct Deposit	-1,800.60
01/27/2022	Amazon Capital Services	Inv#1M69-9MJXXRM-N95 PPE	-112.94
02/10/2022	Mestas, John P	Direct Deposit	-2,158.80
02/10/2022	Sneed, Lonnie P	Direct Deposit	-2,279.76
02/11/2022	Cox Cleaning	Germicidal fogging-Jan 2022	-190.00
02/11/2022	Cox Cleaning	Germicidal fogging-Feb 2022	-380.00
03/11/2022	US Treasury	adjustment	751.21
2nd TRANCHE			
03/14/2022	Michael Wyman	Michael Wyman	715.18
04/08/2022	TML Intergovernmental Risk Pool	Lonnie Sneed	3,020.75
05/05/2022	Reliable Chevrolet	Inv#367543-2022 Tahoe	-37,859.00
05/13/2022	Gaines, Cassandra K	Premium pay	-225,000.00
05/13/2022		Premium pay FICA	-17,212.50
05/18/2022	All-Out Concrete	Inv#345649-repairs to Brittain Lane	-2,700.00
06/08/2022	Texas Municipal Retirement	Employer portion	-16,200.00
06/10/2022	LandS Commercial LLC	Inv#1149-replace culvert/asphat on Meadow Knoll	-8,300.00
06/15/2022	datamax	Inv#2028632-backup battery for server	-3,366.81
09/26/2022	Texas Emergency Management	2nd tranche of SLFRF	380,854.85
12/13/2022	Mestas, John P	Premium pay	-3,724.50
12/13/2022		Premium pay FICA	-284.92
			<u>373,762.27</u>
			<u>373,762.27</u>

Town of Double Oak
Account QuickReport
 August 23, 2022-March 31, 2023

Date	Name	Memo	Amount
08/23/2021	Texas Emergency Management	1st Tranche of SLFRF	380,103.65
10/07/2021	iWorkQ	Inv#196306-permit/code enforcement software	-10,000.00
12/03/2021	Double Oak Concrete LLC	Inv#1806-culverts for Double Oaks Drive re-paving project	-49,875.00
01/07/2022	DFW AV Pros	Inv#517-audio/visual system for Council chambers	-7,313.34
01/12/2022	datamax	Inv#LQ07192045-cybersecurity for emails	-495.00
01/27/2022	Mestas, John P	Direct Deposit	-2,158.80
01/27/2022	Sneed, Lonnie P	Direct Deposit	-271.40
01/27/2022	Wyman, Michael A	Direct Deposit	-1,800.60
01/27/2022	Amazon Capital Services	Inv#1M69-9MJXXRM-N95 PPE	-112.94
02/10/2022	Mestas, John P	Direct Deposit	-2,158.80
02/10/2022	Sneed, Lonnie P	Direct Deposit	-2,279.76
02/11/2022	Cox Cleaning	Germicidal fogging-Jan 2022	-190.00
02/11/2022	Cox Cleaning	Germicidal fogging-Feb 2022	-380.00
03/11/2022	US Treasury	adjustment	751.21
03/14/2022	Michael Wyman	Michael Wyman	715.18
04/08/2022	TML Intergovernmental Risk Pool	Lonnie Sneed	3,020.75
05/05/2022	Reliable Chevrolet	Inv#367543-2022 Tahoe	-37,859.00
05/13/2022	Gaines, Cassandra K	Premium pay	-225,000.00
05/13/2022		Premium pay FICA	-17,212.50
05/18/2022	All-Out Concrete	Inv#345649-repairs to Brittain Lane	-2,700.00
06/08/2022	Texas Municipal Retirement	Employer portion	-16,200.00
06/10/2022	LandS Commercial LLC	Inv#1149-replace culvert/asphat on Meadow Knoll	-8,300.00
06/15/2022	datamax	Inv#2028632-backup battery for server	-3,366.81
09/26/2022	Texas Emergency Management	2nd tranche of SLFRF	380,854.85
12/13/2022	Mestas, John P	Premium pay	-3,724.50
12/13/2022		Premium pay FICA	-284.92
			<u>373,762.27</u>
			<u>373,762.27</u>

**Town of Double Oak
Account QuickReport
As of March 31, 2023**

Expenses to report @ 04/30/2023

04/08/2022	TML Intergovernmental Risk Pool	Lonnie Sneed	3,020.75
05/05/2022	Reliable Chevrolet	Inv#367543-2022 Tahoe	-37,859.00
05/13/2022	Gaines, Cassandra K	Premium pay	-225,000.00
05/13/2022		Premium pay FICA	-17,212.50
05/18/2022	All-Out Concrete	Inv#345649-repairs to Brittain Lane	-2,700.00
06/08/2022	Texas Municipal Retirement	Employer portion	-16,200.00
06/10/2022	LandS Commercial LLC	Inv#1149-replace culvert/asphat on Meadow Knoll	-8,300.00
06/15/2022	datamax	Inv#2028632-backup battery for server	-3,366.81
12/13/2022	Mestas, John P	Premium pay	-3,724.50
12/13/2022		Premium pay FICA	-284.92
			-311,626.98

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Sales Order Form

Current Date: Apr 7, 2023

Expiration Date: April 18, 2023

Prepared by: Deanna White, deanna.white@optimere.com

Customer Town of Double Oak, TX
 320 Waketon Road
 Double Oak, TX 75077

Term Start Date April 18, 2023
Invoicing Date April 18, 2023 *(Net 30)*
Renewal Date Oct 18, 2024

Signer Brian Shults
 brian.shults@doubleoak.texas.gov

Invoicing Contact Brian Shults
 brian.shults@doubleoak.texas.gov

Primary Contact Brian Shults
 brian.shults@doubleoak.texas.gov

PRO-RATED TERM	PRICE (USD)	QTY	SUBTOTAL
Monsido Platform - Economy New <u>Web Scanning:</u> 2500 pages + docs <u>Accessibility PDF Scanning:</u> 100 credits <u>Users:</u> Unlimited <u>Features:</u> Accessibility, Mobile Accessibility, PDF Accessibility, Site Inventory, Quality Assurance, Heartbeat, Policies, SEO, Statistics, Training & Support	\$290.00	6	\$1,740.00
Monsido One Time Provisioning Fee This one time fee is for account activation and set up. This will not be charged upon renewal of the Monsido subscription.	\$696.00	1	\$696.00
April Promotion- Monsido Platform - Service Credit Special promotion to concede the one-time-provisioning fee, credit of \$696. (Credit applied pending receipt of executed order form by 4/04/2023)	-\$696.00	1	-\$696.00
Total (USD)			\$1,740.00

PRO-RATED TERM	PRICE (USD)	QTY	SUBTOTAL
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Monsido LLC
PO Box 3330
Durham, NC 27702

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Monsido Platform - Economy New	\$290.00	12	\$3,480.00
<u>Web Scanning</u> : 2500 pages + docs			
<u>Accessibility PDF Scanning</u> : 100 credits			
<u>Users</u> : Unlimited			
<u>Features</u> : Accessibility, Mobile Accessibility, PDF Accessibility, Site Inventory, Quality Assurance, Heartbeat, Policies, SEO, Statistics, Training & Support			
ArchiveSocial - Economy Plan	\$349.00	12	\$4,188.00
Social Media Archiving Subscription (\$349/month) - Up to 12 Social Media Accounts & Up to 1.5k Records Per Month			
Special Promotion- Monsido Platform - Product Bundle Credit	-\$50.00	12	-\$600.00
Credit of \$50/month applied for multiple service bundle to honor old ArchiveSocial pricing at \$299/month for the initial term. (Monsido + ArchiveSocial)			
Total (USD)			\$7,068.00

This SOFTWARE AS A SERVICE AGREEMENT ("the Agreement") is entered into and shall become effective on the earlier of either the date of signature or date of issuance of a purchase order referencing this Order Form and the terms and conditions herein (the "Effective Date"). This Agreement is entered into between Monsido, LLC., a Delaware Limited Liability Company with a principal place of business located at 302 S 4th St, STE 500, Manhattan, KS 66502, ("Service Provider"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Order Form, as well as the attached Terms of Service and Data Protection and Privacy Policy Statement and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

By:

Name, Title:

Date:

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TERMS OF SERVICE

BY EXECUTING AN ORDER FORM AND OTHERWISE USING THE MONSIDO SERVICES, YOU HEREBY AGREE TO BE BOUND TO THE FOLLOWING TERMS OF SERVICE.

SECTION I: DEFINITIONS

As used herein, the following terms shall have the following definitions:

- a. References to "Customer" mean a registered User of the Services.
- b. References to "Customer Website" mean those publicly-available pages of Customer's Website.
- c. References to "Dispute" mean any claim, conflict, controversy, disagreement between the Parties arising out of, or related in any way to, these Terms (or any Terms, supplement or amendment contemplated by these Terms,) including, without limitation, any action in tort, contract or otherwise, at equity or at law, or any alleged breach, including, without limitation, any matter with respect to the meaning, effect, validity, performance, termination, interpretation or enforcement of these Terms or any Terms contemplated by the Terms.
- d. References to "Effective Date" mean the date the Services are to start as set forth on the Order Form.
- e. References to "Material Breach" mean any breach of these Terms upon the occurrence of which a reasonable person in the position of the non-breaching Party would wish to immediately terminate these Terms because of that breach.
- f. References to an "Order Form" mean an Order Form signed by a Customer.
- g. References to the "Services" mean any and all services offered by Service Provider, including but not limited to those Web governance and Web page crawling services provided to Service Provider's Customers and any add-on services as set forth on the Order Form.
- h. References to the "Terms" and/or "Agreement," mean this, these Terms of Service as set forth herein.
- i. References to "Service Provider" and/or "Monsido," mean Monsido, LLC., and its subsidiaries, parents and affiliates.
- j. References to the "Web site" mean the Web sites bearing the URL <http://www.monsido.com> and app.monsido.com as well as any other Web site owned and/or operated by Service Provider related to the Services.

SECTION II: GENERAL PROVISIONS

1. **About the Services.** Service Provider provides an online tool suite and optional add-on services to scan the Customer's Web site once every seven (7) days, or more frequently, if requested and included in Customer's plan as set forth on the Order Form. Each scan shall produce a status report via email, which is thereafter accessible via the online dashboard available via the Web site. Via this same dashboard, Customer can also grant access to an unlimited number of permitted users within its own organization (each an "Authorized User,") to find and solve issues and make improvements related to Quality Assurance ("QA,") Search Engine Optimization ("SEO") and Web Governance. A current list of the Services provided via the tool suite can be found online at <http://monsido.com/features/> and is subject to change from time-to-time, without notice, and pursuant to Service Provider's sole and exclusive discretion. Notwithstanding the foregoing, in the event that such features are downgraded, Customer shall have the option to terminate this Agreement without penalty. In addition to the tool suite, Customer may purchase additional add-on tools, including but not limited to the PageAssist software widget and the PageCorrect feature.
1. **Reliance on the Services; Assumption of the Risk.** Customer acknowledges that the Services are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Customer acknowledges further that any reliance on the Services is at Customer's own risk.
1. **Restrictions and Responsibilities.** In addition to the other restrictions on use set forth herein, Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Service Provider or authorized within the Services); or use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party. Further, Customer may not remove or export from the United States or any other authorized territory or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, the EU embargoed countries list set forth by the E.U. Common Foreign and Security Policy, or any other United States or European Union or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.227 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Service Provider's standard published policies then in effect (the "Policy") and all applicable laws and regulations. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment").

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Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

1. **Restriction on Pages and Information Scanned.** The Services are intended to be used to scan only Customer's public-facing web pages. For the avoidance of doubt, in no event shall Customer utilize the Services to scan private areas of Customer's Web sites, such as those areas that are password protected or contain private information about Customer and/or its users, employees, contractors, officers, directors, and/or other agents. In the event Customer so utilizes the Services in such a manner, Customer agrees and acknowledges that Monsido shall not be held liable for any damages arising from or related to the same, including but not limited to damages that may arise related to the failure to comply with data protection rules and regulations. Customer shall utilize the Software to scan only those URLs and domains belonging to Customer and/or for which Customer has a license to operate and manage the same. In no event shall the Software be used to scan URLs and domains outside of Customer's control or otherwise in bad faith.
1. **System Updates.** The Services will include all updates and new versions of the Software for no additional price increases through the duration of the Term. In the event Service Provider releases new services, products or modules, which were not a part of Customer's original service plan, Customer may elect to add such services, products or modules to its plan upon the payment of additional fees.
1. **Technical Support.** Service Provider will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 7:00 am through 5:00 pm U.S. Pacific time, with the exclusion of U.S. Federal Holidays ("Support Hours.") Customer may initiate a helpdesk ticket during Support Hours by calling +1 858-281-2185 (United States Customer,) +44 20 3808 5496 (European Customer,) or +45 89 88 19 15 (Scandinavian Customer,) via email at info@monsido.com or via chat support available online at <https://monsido.com/services/help-center>. Customer may also send us a message at any time via our support ticket system on Customer's Account dashboards or via the form available at <http://monsido.com/contact/>. Service Provider will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. We further provide technical support and product training as well as help center support. For more information see <http://monsido.com/services/product-training/> and <http://monsido.com/services/help-center/>, respectively.

SECTION III: ACCOUNTS, USE OF THE SERVICES

1. **Online Accounts.** Customer shall be given the opportunity to register via an online registration form to create an account, (hereinafter Customer's "Account,") that will allow Customer and Customer's Authorized Users to receive information from Service Provider and/or to participate in certain features of the Services. Service Provider will use the information Customer provides in accordance with Service Provider's Data Protection and Privacy Policy Statement, attached hereto. Customer represents and warrants that all information Customer provides on the registration form is current, complete and accurate to the best of Customer's knowledge. Customer agrees to maintain and promptly update Customer's registration information so that it remains current, complete and accurate. During the registration process, Customer may be required to choose a password. Customer acknowledges and agrees that Service Provider may rely on this password to identify Customer. Customer is responsible for all use of Customer's Account as well as any action taken thereunder by an Authorized User, regardless of whether Customer authorized such access or use, and for ensuring that all use of Customer's Account complies fully with the provisions of these Terms of Service.
1. **Multiple Accounts, Transfer Prohibited.** Customer shall not have more than one (1) Account and shall not sell, trade or transfer that Account to any other person or entity.
1. **Right to Monitor.** Service Provider shall have the right to monitor Customer's Account in Service Provider's sole and exclusive discretion.
1. **Customer Responsibilities.** Customer shall ensure that any of Customer's Web sites are compatible with the Service Provider's tools. If Customer is using an AJAX application, the AJAX application must be designed to allow a crawler to access its content. Customer must use a current version of a major internet browser (e.g. Firefox, Chrome, Safari, Internet Explorer, Edge or some similar, well-known browser.) Regardless of the Web browser or coding language used, Customer shall ensure that the Service Provider's crawler is not blocked by any of the Customer's technology.
1. **Data Confidentiality.** Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance or development of the Services or as otherwise permitted herein or in the Service Provider's Data Protection and Privacy Policy Statement, attached hereto) or divulge to any third person any such Proprietary Information, unless required by law. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any

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information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Customer shall own all right, title and interest in and to the Customer Data. Service Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with the Services, Customer feedback or technical support, except for any pre-existing intellectual property rights owned by Customer and (c) all intellectual property rights related to any of the foregoing. Nothing in this provision shall be read to require Customer to provide any feedback. Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings. No rights or licenses are granted except as expressly set forth herein.

1. **Service Levels.** The Services shall be available Ninety-Nine Percent (99.0%) of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Service Provider's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Service Provider's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Service Provider will credit Customer Five Percent (5%) of the service fees for each period of sixty (60) or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Service Provider) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Service Provider in writing within three (3) business days from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of service fees in any one (1) calendar month in any event. Service Provider will only apply a credit to the month in which the incident occurred. Service Provider's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Service Provider to provide adequate service levels under this Agreement.

SECTION IV: FEES; TERMS OF PAYMENT; REFUNDS

1. **Service Fee.** Subject to the terms of the Order Form together with any trial offer set forth thereon, Customer must pay the service fee and any additional add-on service fee each year during the Term in advance. Payment of the first (1st) service fee shall be due and owing as set forth in Section 4.3 of this Agreement. Service Provider reserves the right to change the service fee, or any other applicable fees and charges and to institute new charges and service fees at the end of the Initial Term or then current renewal term, upon thirty (30) calendar days' prior notice to Customer (which may be sent by email).
1. **Invoicing.** All service fees as set forth herein shall be pre-paid, in full, on a monthly, annual or per-Term basis, (the "Billing Cycle,") as set forth on the Order Form, on the first (1st) day of the Billing Cycle, where the first (1st) day of the first (1st) Billing Cycle shall be the Effective Date set forth in the Software as a Service Agreement entered into by and between the parties. Payment shall be due and owing, in full, within thirty (30) calendar days of the Billing Date.
1. **Form of Payment.** Payment shall be made by Automated Clearing House ("ACH") or wire transfer, check, or recurring credit/debit card payment. A W9 form is available upon request.
1. **Taxes.** Customer is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider as a result of Customer's payment of any and all fees. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of these Terms shall be paid or withheld by Service Provider. To the extent such taxes apply to Customer, Customer is responsible for any applicable taxes, including, without limitation, any sales, use, levies, duties, or any value added or similar taxes payable with respect to Customer's subscription and assessable by any local, state, provincial, federal, or foreign jurisdiction. Unless expressly specified otherwise in the Order Form, all fees, rates, and estimates exclude sales taxes and/or any indirect taxes including, but not limited to, VAT/GST/JCT. If Monsido believes any such tax applies to Customer's subscription and Monsido has a duty to collect and remit such tax, the same may be set forth on an invoice to Customer unless Customer provides Monsido with a valid tax exemption certificate, direct pay permit, or multi-state use certificate, and shall be paid by Customer immediately or as provided in such invoice. Customer shall indemnify, defend, and hold harmless Monsido and its officers, directors, employees, shareholders, agents, partners, successors, and permitted assigns against any and all actual or threatened claims, actions, or proceedings of any taxing authority arising from or related to the failure to pay taxes owed by Customer, except to the extent that any such claims, action, or proceeding is directly caused by a failure of Monsido to remit amounts collected for such purpose from Customer. Monsido is solely responsible for taxes based upon Monsido's net income, assets, payroll, property, and employees.
1. **Suspension of Services.** In the event a balance remains unpaid by Customer thirty-one (31) calendar days following the first (1st) day of the Billing Cycle for the Fees set forth above, Customer agrees and acknowledges that the Services shall be automatically suspended, without notice, until such payments are made, in arrears. Where permitted by law, unpaid amounts are subject to a finance charge of One-and-a-Half Percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

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1. **Refunds.** Due to the electronic nature of the Services, in no event other than material breach of these Terms by Service Provider shall a refund be granted, in whole or in part, for any reason or no reason whatsoever, including but not limited to Customer's cancellation of the Services prior the end of the Term, Customer's failure to utilize the Services, or Service Provider's failure to meet any Service Level as set forth herein unless such failure is intentional or malicious.

SECTION V: TERM AND TERMINATION

1. **Term and Termination; Renewals.** These Terms are legally binding as of the Effective Date and shall continue for a term as set forth in the Order Form or until otherwise terminated as provided for herein, (the "Initial Term.") Following the Initial Term and unless otherwise terminated as provided for herein the Term shall automatically renew for successive terms, (each, a "Renewal Term,") with the Service Fees due under this Renewal Term shall be (i) the Service Provider's then-current Service Fees for the Services; or (ii) the Service Fee of the previous Term or Renewal Term plus three percent (3%); provided, however, that: (a) such notice be given no fewer than thirty (30) calendar days prior to the last day of the then-current term; and, (b) any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. Without limiting the right of a party to terminate these Terms, a party may terminate this Agreement for convenience upon prior written notice to the other party with no fewer than thirty (30) calendar days prior written notice. Further, without limiting the right of a party to immediately terminate these Terms for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate these Terms for cause as of a date specified in such notice. The Initial Term may be modified by agreement of the parties via the Order Form in which case the Term set forth on the Order Form shall control.
1. **Payments upon Termination.** In the event that Customer terminates use of the Services, except for in instances of Service Provider's material breach of these Terms, prior to the end of the Term, the remainder of the service fees and other fees shall immediately become due and owing and shall be paid in full no later than thirty (30) calendar days following Customer's notice of termination. In no event shall any fees paid be refunded, in whole or in part, for any reason or no reason whatsoever, where Customer terminates use of the Services prior the end of the Term, Customer failures to utilize the Services, or Service Provider fails to meet any Service Level as set forth herein unless such failure is intentionally or malicious. Notwithstanding the foregoing, in the event of termination by Service Provider without cause, Service Provider shall refund to Customer any pre-paid fees, pro-rata, from the date of termination.

SECTION VI: DISCLAIMERS; LIMITATIONS OF LIABILITY

1. **DISCLAIMER OF WARRANTY.** Service Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Service Provider or by third-party providers, or because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL.
1. **LIMITATION OF LIABILITY.** SUBJECT TO THE LAST SENTENCE OF SECTION 6.1 ABOVE, (A) CUSTOMER AGREES THAT USE OF THE SERVICES (INCLUDING ANY RELATED SOFTWARE PRODUCT PROVIDED BY SERVICE PROVIDER PURSUANT TO THESE TERMS OF SERVICE) IS AT CUSTOMER SOLE RISK. NEITHER SERVICE PROVIDER NOR SERVICE PROVIDER'S AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE USE OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE; NOR DOES SERVICE PROVIDER MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION PROVIDED. (B) SUBJECT TO THE LAST SENTENCE OF SECTION 6.1, ANY DOWNLOADABLE SOFTWARE, PRODUCTS OR OTHER MATERIALS, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE AGAINST INFRINGEMENT, PROVIDED THE SAME IS NOT MALICIOUS OR WILLFUL, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF USE. (C) ALTHOUGH ALL INFORMATION AND MATERIALS PROVIDED VIA THE SERVICES ARE BELIEVED TO BE RELIABLE, SERVICE PROVIDER MAKES NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE SERVICES. (D) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, IN NO EVENT SHALL SERVICE PROVIDER, SERVICE PROVIDER'S EMPLOYEES, SUBSIDIARIES, PARENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS, VENDORS, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, OR MEMBERS, BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT (EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE), INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, PERSONAL INJURY OR DEATH, PROPERTY DAMAGE, REPUTATIONAL HARM, OR LOSS OF INFORMATION OR DATA, ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE SERVICES. (E) SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF CUSTOMER'S CUSTOMER DATA INFORMATION EXCEPT FOR INSTANCES OF SERVICE PROVIDER'S SOLE NEGLIGENCE AS TO NON-CONFORMITY WITH INDUSTRY DATA PROTECTION STANDARDS. BY UTILIZING THE SERVICES CUSTOMER ACKNOWLEDGES AND AGREES TO SERVICE PROVIDER'S DISCLAIMER OF ANY SUCH LIABILITY. (F) EXCEPT WHERE THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6.2 ARE PROHIBITED BY LAW, SERVICE PROVIDER'S LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF SERVICE PROVIDER'S SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO CUSTOMER OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES CUSTOMER PAYS TO SERVICE PROVIDER IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B)

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ONE THOUSAND U.S. DOLLARS AND NO/CENTS (\$1,000.00,) WHICHEVER IS GREATER, (G) FOR THE AVOIDANCE OF DOUBT, THE FORGOING LIMITATIONS OF LIABILITY AND DISCLAIMERS OF WARRANTY SHALL APPLY TO ANY AND ALL ADDITIONAL SOFTWARE PRODUCTS, TOOLS, OR WIDGETS ("OPTIONAL SOFTWARE PRODUCTS.") BY PURCHASING THE SAME, CUSTOMER AGREES AND ACKNOWLEDGES THAT THE MISUSE OF SUCH OPTIONAL SOFTWARE PRODUCTS MAY POSE SIGNIFICANT RISK TO CUSTOMER AND CUSTOMER'S END-USERS, AND CUSTOMER HEREBY ACCEPTS FULL LIABILITY FOR THE SAME, SUBJECT TO THIS SECTION 6.2. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN

CUSTOMERS. The above limitations shall survive these Terms and inure to the benefit of Service Provider and Service Provider's employees, subsidiaries, parents, agents, partners, third-party content providers, vendors and their respective directors, officers, and members.

SECTION VII: GOVERNING LAW; ARBITRATION

1. **Governing Law.** For governmental agencies: These Terms shall be governed and construed in accordance with the laws of your jurisdiction. For non-governmental customers: These Terms shall be governed and construed in accordance with the laws of the state of Florida without regard to its conflicts of law provisions. Customer agrees to submit to the personal jurisdiction of the courts located in Broward County, Florida, and any cause of action that relates to or arises from these Terms and/or the Services must be filed therein unless subject to the binding arbitration provisions of Section 7.2, infra.
1. **Arbitration.** Applicable only to non-governmental customers: The Parties agree that any dispute concerning, relating, or referring to these Terms and/or the Services shall be resolved exclusively by binding arbitration in accordance with the substantive laws of the state of Florida and shall be brought for arbitration in Broward County, Florida, pursuant to the rules of the American Arbitration Association. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Nothing herein prevents either Party from seeking any interim injunction it deems necessary in order to preserve the status quo prior to the resolution of any dispute, in any jurisdiction.

SECTION VIII: INTELLECTUAL PROPERTY

1. **Ownership.** All proprietary software, third party licensed software, software libraries, services, methodologies, techniques, algorithms, tools, materials, products, ideas, designs, and know-how used by Service Provider in providing the Services (including all reports and their copies, enhancements, modifications, revisions, and derivative works of any of the foregoing) and deliverables (whether oral or written) are, and shall remain, the sole and exclusive property of Service Provider. Nothing herein shall cause or imply any sale, license, or other transfer of proprietary rights of or in any third party software or products from Service Provider to Customer.
1. **Grant of License by Customer.** Service Provider reserves the right to reference Customer on public customer lists and to use Customer's name and logo on the Service Provider's Web site for marketing purposes. Additionally, Service Provider may request the use of Customer's name and/or logo in press releases, advertising material and other promotional material. Any such intent for use of Customer marks will be presented to the Customer in advance.
1. **Grant of License by Service Provider.** In consideration of the payment of the service fee, subject to the terms and conditions hereof and for the duration of the Term, Service Provider grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable right and license to access and use the software and Services.
1. **Restriction on Grant of License.** Section 8.3, supra, shall only apply to the extent that Customer is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of Monsido. Customer hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only, and understands and agrees that any other use shall be considered fraud.

SECTION IX: THIRD-PARTY ADVERTISEMENTS, PROMOTIONS, AND LINKS

9.1. Use of Third-Party Tools, Services, and Products. We may provide you with access or refer you to Third-Party tools, services, and products over which we neither monitor nor have any control nor input. You acknowledge and agree that we provide access to or refer you to such tools "as is" and "as available" without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional Third-Party tools, services or products. Any use by you of optional tools, products, or services offered through the Services or otherwise referred to you by us is entirely at your own risk and discretion, and you should ensure that you are familiar with and approve of the terms on which tools, services, and products are provided by the relevant Third-Party provider(s).

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SECTION X: MISCELLANEOUS

1. Authority. Each Party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such Party and enforceable in accordance with its Terms.
1. Waiver. Any waiver of a right under these Terms of Service shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.
1. Force Majeure. Service Provider shall not be bound to meet any obligation if prevented from doing so as a consequence of acts of God or force majeure, including but not limited to measures taken or imposed by any government or public authority or in case of any other event beyond our control, including but not limited to natural disasters (such as storm, hurricane, fire, flood, earthquake), war, civil unrest, terrorist activities, pandemics, states of emergency, government sanctions, embargos, nationalizations, strikes and breakdowns of public utilities (such as of electricity or telecommunication services). Service Provider shall use all reasonable efforts to notify Customer of the circumstances causing the delay and to resume performance as soon as possible, both without undue delay.
1. Assignment. Service Provider shall have the right to assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any wholly-owned subsidiary, parent company, or affiliate after notifying Customer as provided for herein. Notwithstanding the forgoing, Services Provider shall not assign and/or transfer these Terms of Service and Service Provider's rights and obligations hereunder to any other third party except for as referenced above without providing thirty (30) calendar days' written notice to Customer who shall have the option to terminate the Agreement at its option. In the event Customer divests all or any part of its businesses to a third party (whether direct or indirect or by sale, merger, consolidation, or otherwise) or reorganizes its businesses, Customer may assign or duplicate its rights and obligations under this Agreement so as to retain the benefits of this Agreement for both Customer and such third party. No terms added to any purchase order issued by the Customer shall have any force or effect unless expressly consented to, in signed writing, by an authorized representative of Service Provider. In the event Service Provider does so expressly consent to such PO terms, this Agreement shall control.
1. Rights of Third Parties. These Terms do not give any right to any Third Party unless explicitly stated herein.
1. Relationship of the Parties. The Parties are independent contractors under these Terms, and nothing herein shall be construed to create a partnership, joint venture or agency relationship between them. Neither Party has authority to enter into Terms of any kind in the name of the other Party.
1. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.
1. Notices. Except as explicitly stated otherwise, any notices shall be given by postal mail to the address first set forth above, as amended from time-to-time.
1. Entire Agreement. This Agreement, together with the Order Form represents the complete and exclusive statement of the Agreement between the Parties as to the subject matter hereof. No other Agreements, covenants, representations or warranties, express or implied, oral or written, have been made by the Parties concerning this Agreement.

Special Notice to California Residents

This *Privacy Notice for California Residents* supplements the information contained in our privacy policy above and applies solely to all visitors, users, and others who reside in the State of California ("consumers" or "you"). We adopt this notice to comply with the California Consumer Privacy Act of 2018 (CCPA) and any terms defined in the CCPA have the same meaning when used in this notice.

Information We Collect

Our Website collects information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("personal information"). In particular, our website has collected the following categories of personal information from its consumers within the last twelve (12) months:

Category A: Identifiers

Examples: A real name, Internet Protocol address, email address, or other similar identifiers.

Collected: YES

Category B: Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).

Examples: A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.

Collected: YES

Category C: Protected classification characteristics under California or federal law.

Examples: Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).

Collected: NO

Personal information does not include:

- Publicly available information from government records.
- De-identified or aggregated consumer information.
- Information excluded from the CCPA's scope, like:
 - health or medical information covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) or clinical trial data;
 - personal information covered by certain sector-specific privacy laws, including the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (GLBA) or California Financial Information Privacy Act (FIPA), and the Driver's Privacy Protection Act of 1994.

We obtain the categories of personal information listed above from the following categories of sources:

- Directly from you. For example, from forms you complete on our Web site.
- Indirectly from you. For example, from observing your actions on our Web site or interactions with our advertisers.

Use of Personal Information

We may use, or disclose the personal information we collect for one or more of the following business purposes:

- To fulfill or meet the reason you provided the information. If you provide your personal information to purchase a product or Service, we will use that information to process your payment and facilitate delivery.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To respond to law enforcement requests and as required by applicable law, court order, or governmental regulations.
- As described to you when collecting your personal information or as otherwise set forth in the CCPA.
- We will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Sharing Personal Information

We may disclose your personal information to a third party for a business purpose. When we disclose personal information for a business purpose, we enter a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

For a list of whom we share your personal information, please see this Privacy Policy, *Sharing Information with Third Parties*.

Disclosures of Personal Information for a Business Purpose

In the preceding twelve (12) months, Monsido has disclosed personal information for a business purpose to the extent necessary to provide customer support and back-end development of our services.

Sales of Personal Information

In the preceding twelve (12) months, Monsido had not sold personal information.

Your Rights and Choices

The CCPA provides consumers (California residents) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that we disclose certain information to you about our collection and use of your personal information over the past twelve (12) months. Once we receive and confirm your verifiable consumer request, we will disclose to you:

- The categories of personal information we collected about you.
- The categories of sources for the personal information we collected about you.
- Our business or commercial purpose for collecting or selling that personal information.
- The categories of third parties with whom we share that personal information.
- The specific pieces of personal information we collected about you (also called a data portability request).
- If we sold or disclosed your personal information for a business purpose, two separate lists disclosing:
 - sales, identifying the personal information categories that each category of recipient purchased; and
 - disclosures for a business purpose, identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that we delete any of your personal information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, we will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

We may deny your deletion request if retaining the information is necessary for us or our service provider(s) to:

- Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
- Debug products to identify and repair errors that impair existing intended functionality.
- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
- Comply with a legal obligation.
- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Exercising Access, Data Portability, and Deletion Rights

To exercise the access, data portability, and deletion rights described above, please submit a verifiable consumer request to us by sending us a message on our website. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child.

You may only make a verifiable consumer request for access or data portability twice within a twelve- (12)-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. We will only use personal information provided in a verifiable consumer request to verify the requestor's identity or authority to make the request.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. We will deliver our written response by mail or electronically, at your option. Any disclosures we provide will only cover the twelve- (12-) month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance, specifically by electronic mail communication.

We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Personal Information Sales Opt-Out and Opt-In Rights

If you are sixteen (16) years of age or older, you have the right to direct us to not sell your personal information at any time (the "right to opt-out"). We do not sell the personal information of consumers we actually know are less than sixteen (16) years of age, unless we receive affirmative authorization (the "right to opt-in") from either the consumer who is between thirteen (13) and sixteen (16) years of age, or the parent or guardian of a consumer less than thirteen (13) years of age. Consumers who opt-in to personal information sales may opt-out of future sales at any time. To exercise the right to opt-out, you (or your authorized representative) may submit a request to us by visiting the following our webpage and sending us a message.

Once you make an opt-out request, we will wait at least twelve (12) months before asking you to reauthorize personal information sales. However, you may change your mind and opt back in to personal information sales at any time by visiting our website and sending us a message. We will only use personal information provided in an opt-out request to review and comply with the request.

Non-Discrimination

We will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

However, we may offer you certain financial incentives permitted by the CCPA that can result in different prices, rates, or quality levels. Any CCPA-permitted financial incentive we offer will reasonably relate to your personal information's value and contain written terms that describe the program's material aspects. Participation in a financial incentive program requires your prior opt in consent, which you may revoke at any time.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our Website that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send us an electronic message through our website or write us at our address listed on our webpage.

To make any such a requests, please contact us through one of the channels listed in this notice.

••• Datamax
••• Professional
••• Services

••• PROJECT:
••• TechCare Manged
••• Network Services
••• PREPARED FOR:
••• Town of Double Oak



FINAL
April 10, 2023

www.datamaxarkansas.com
www.datamextexas.com



About Datamax...

Founded in St. Louis, Missouri, in 1955, Datamax has grown into a regional company serving customers in three primary market areas: the Dallas/Fort Worth metroplex, the East Texas region, and the Little Rock metropolitan area. Originally formed as a vendor of commercial printing equipment, we have evolved into a diversified information technology services provider. Cornerstones of the Datamax approach include assessment of client business needs, goals, and objectives, commitment to customer service, and dedication to providing quality solutions.

Our Mission...

Listen to our customers. Respond to their needs. Communicate technical information clearly and effectively. Create unique solutions with immediate bottom-line impact. Be a world class provider of information technology.



Honesty

Integrity

A Spirit of Innovation

We are committed to the success of our clients.



The Best Technology

The Best Solutions

The Best People

We are committed to the success of our clients.



Every Minute

Every Hour

Every Day

We are committed to the success of our clients.

Datamax Professional Services

Company Information

Support Methodology & Approach

TechCare is the solution for complete technology infrastructure management. Combining comprehensive end-user support, advanced technology monitoring, proactive network administration and vCIO (virtual Chief Information Officer) technology guidance, TechCare provides the foundation for high availability and solid performance.

Advanced monitoring occurs 24/7/365 and ensures consistent operation of the network infrastructure - issues are identified before they begin impacting user productivity. Monitoring also ensures that backups are taking place as needed and confirms that antivirus, antimalware, and firewalls are properly providing network protection. Proactive network administration and vCIO roles leverage industry best practices to evaluate client networks and provide ongoing recommendations for continuous improvement. Client outreach is the cornerstone of the TechCare service with several continuously monitored key performance indicators related to communication and end user satisfaction.

Technology can empower people and drive organizational performance. The TechCare program enables business leaders to raise productivity levels within the organization and achieve both short-term and long-term business goals.

TechCare Service Hallmarks

- ▶ Highly available technology
- ▶ Responsive to end user support requests
 - ▽ Acknowledging support requests in a timely manner is a foundational team performance measurement benchmark
 - ▽ Technology support may be initiated in a manner convenient to the end user and includes email or phone call
- ▶ Focus on normal, meaningful communication
 - ▽ No geek speak
- ▶ Meaningful service delivery reports
 - ▽ Insight into performance reports that directly impact end user satisfaction
- ▶ Regular business reviews to ensure service satisfaction and to confirm technology improvement schedule
- ▶ Improved value and performance from technology infrastructure investments
 - ▽ Technology stack compliance
 - ▽ Best practice adoption
 - ▽ End user training

Client Satisfaction Index Scores (Through January 17, 2023)

- ▶ Courtesy: 99.4%
- ▶ Competence: 97.9%
- ▶ Timeliness: 98.1%
- ▶ Recommend: 97.9%
- ▶ Net Promoter Score 94.9%

Datamax Professional Services

TechCare Service Delivery

Documentation

As a matter of standard practice, comprehensive documentation is created for every TechCare client. Some documentation is created at service initiation, however most documentation is created over the term of the TechCare service agreement. Completed documentation is available for client review at any time upon request.

Client Satisfaction Methodology & Metrics

Ensuring end user satisfaction is something that is considered both a strength and a competitive advantage for Datamax. There are primarily 4 ways that technology service providers can fail their clients: 1) downtime due to mismanagement, 2) data loss due to mismanagement, 3) security breaches, and 4) poor communication. Most service providers will work diligently to address items 1, 2, and 3, however item 4 – communication – is frequently taken for granted and often presents a significant challenge. *See Appendix C: Client Satisfaction Index.*

Many times, end user frustration is due to slow service, slow issue resolution, and/or poor communication. End user issues will initially be worked by a support desk resource. If that resource is unable to resolve the issue within one (1) hour of work the issue will be escalated to a more senior resource. Throughout the support and resolution process the end user will be updated through the ticketing system regarding the status of their issue and the actions being performed to resolve the issue.

A primary goal is to provide consistent communication while any support request is open. Users will receive an immediate acknowledgement from Datamax that their request has been received. Users receive a second email when their ticket is assigned to a support desk resource, and this is to occur within 15 minutes. When the support desk resource is ready to begin working the ticket, a phone call is placed to the end user so that verbal communication can occur. A combination of both written and verbal communication will continue until the support incident is resolved which may involve updates, scheduling or simply “checking in” – all to ensure that end users are kept well informed.

Each support incident represents an opportunity for providing feedback. When a support incident is closed, an email containing a survey link is sent to the end user. The end user survey provides an opportunity for direct and candid feedback.

Technology Management Methodology & Experience

Several factors can impact technology performance, and these can include: improper configuration, dated technology, and poorly provisioned services. A process of need identification based on feedback from key individuals is required in order to properly deploy technology in a way that provides meaningful impact and acceptable performance.

Standardization, automation, and process compliance are key management tools used within the TechCare program to ensure value and performance. Additionally, technology refresh schedules will be introduced to ensure that employees are using tools that enable them to productively perform daily tasks and that provide an efficient foundation for technology management.

Datamax Professional Services

TechCare Services

TechCare monthly services include:

- ▶ Standard technology security management
 - ▽ Endpoint security: virus protection, spyware, and ransomware protection
 - ▽ Network perimeter security management
- ▶ Enhanced technology security management
 - ▽ Multifactor authentication
 - ▽ Enhanced endpoint threat detection and response
 - ▽ External email tagging and identification
 - ▽ Social engineered attack employee training
- ▶ Wi-Fi management
- ▶ Data backup and server-based disaster recovery
- ▶ 24x7x365 technology monitoring
- ▶ Weekly & monthly reporting
- ▶ Remotely delivered employee support for existing technology (onsite as needed)
- ▶ Remote infrastructure support as currently deployed (onsite as needed)
- ▶ Employee training (applications, security best practices, etc.)
 - ▽ In-person, virtual, and web-based
- ▶ Regularly scheduled technology partnership reviews
- ▶ Technology budget development and management
- ▶ Technology vendor management

Notable

Datamax has experience with virtualization, working to support clients remotely, and in helping clients move key aspects of their technology portfolio to the cloud.

- ▶ Datamax is a Microsoft Gold partner. This is an important achievement and is awarded by Microsoft to select technology firms based on technical excellence and customer service.
- ▶ Datamax is a Microsoft Cloud partner and has helped clients adopt and leverage Office 365 and the hosted Exchange environment. This includes migrations from on premise technology to the cloud.

Project Charter

Statement of Work

Continue TechCare technology management program. Continue providing guidance to client leadership and technical support to end users. Operational advantages may be gained through the incorporation of technology management best practices, the implementation of modern technology, the adoption of standardized processes, and/or through end user education.

Key Assumptions

- ▶ The technology infrastructure that will be supported includes up to 23 employees, three physical servers, 8 virtual servers, up to 29 Windows-based workstations/laptops, and one physical location.
 - ▽ Changes to the number of Windows servers, Windows workstations/laptops and employees will be regularly reviewed and, if applicable, support fees will be modified.
- ▶ TechCare services are limited to the technology infrastructure as previously defined. Changes and/or additions to the technology infrastructure will require additional fees (new computers, replacing failed equipment, etc.)
 - ▽ Financial responsibility for the acquisition of software and hardware specified by Datamax to resolve technical issues is the responsibility of the Client.
- ▶ TechCare monthly fee includes only those activities associated with the delivery of standard TechCare services which are outlined in *Appendix B: Remote Monitoring & Management*.
 - ▽ Projects outside the scope of standard TechCare services will be implemented and billed as separate projects.
- ▶ Technology management reviews will be conducted on a set schedule. Datamax will provide guidance regarding improvements to the existing technology infrastructure based on the current technology stack and Datamax technology management best practices. In order to continue receiving support at the existing monthly rate, improvements identified as mandatory must be implemented within the jointly agreed upon time period.
- ▶ During the term of this TechCare agreement only Datamax will utilize accounts with domain administrator & local administrator privileges to login, manage, monitor, inventory, and review the network. Datamax will not reveal the domain administrator password unless specifically requested in writing from the project champion.
 - ▽ Client has been provided a local computer admin account per request.
 - ▶ Client accepts all responsibility as outlined below:
 - ▽ Datamax will not be responsible for virus or malware outbreaks that occur
 - Having local administrator access allows employees to install programs that may potentially be harmful
 - ▽ Datamax will not be responsible for employee-initiated changes to the workstation that result in degraded performance or lost data.
 - ▽ Technical issue resolution related to having administrator access will be provided and charged for on a time & materials basis and is not covered by the existing TechCare management agreement.

Datamax Professional Services

- ▶ Datamax may utilize specialized equipment (hardware and software) to deliver TechCare services. Unless specifically purchased by the client, these assets will remain the property of Datamax and will be recovered at the end of the engagement.
- ▶ Support for phones and tablets is limited to network connectivity and does not include device troubleshooting.
- ▶ Specialty applications and non-stack hardware such as QuickBooks and/or Apple computers requires the existence of current support contracts with specialized vendors. Datamax personnel will engage authorized support representatives for issue resolution on an as-needed basis.
- ▶ Work is performed during normal business hours (M-F, 8-5). Work performed during non-business hours will require additional fees.

**Datamax
Professional
Services**

Project Champion

The Client Project Champion will have the authority to make decisions regarding any issues that arise during network infrastructure project implementation and the term of the TechCare service agreement.

Investment Detail¹

TechCare Service

Subtotal: TechCare management services (monthly).....\$2,400.00

Infrastructure Equipment & Subscription Services

Initial infrastructure equipment & subscription services include:

- ▶ Datamax Enhanced Security Services (subscription)
- ▶ Microsoft Cloud Services (subscription)
- ▶ Datamax Monthly Cloud Backup Services (subscription)

Subtotal: subscription services (monthly).....\$2,148.13

Total: TechCare payment (monthly)\$4,548.13

¹ Prices quoted are estimates to complete specified work. Costs will accrue against a work order and the Project Champion will be apprised should deviations occur. Price quoted above is good for thirty (30) days from the date of this document. Datamax is not responsible for manufacturer discontinued items and will notify the Project Champion should product substitution be required for project delivery. Project investment estimates do not include any applicable taxes, travel related expenses, subcontractor fees, or deliverable production costs.



Project Commencement

TechCare Term Commitment

Client agrees to a minimum term commitment of 36 months.

Authorization

As indicated by signing below, Datamax is granted the authority to commence project procurement, onboarding activities, and the implementation of TechCare managed network services.

Signature of Authority

Date

Print Name

Project Champion

Title

Company

Datamax Professional Services

Appendix A: Non-TechCare Professional Services

The following explains professional services terms.

Overview

On an as-needed basis Datamax may provide professional services that are outside the scope of standard TechCare services. Client will be required to approve all services prior to service delivery and billing. The rates charged will be as shown in the table below:

Professional Services	Business Hours Rate	After Hours Rate	Weekend And Holiday Rate
Technology Consultant	\$180	\$185	\$225

Key Assumptions

- ▶ Free and ready access to all information sources and relevant building locations will be provided.
- ▶ Scheduling based on availability of resource(s).
- ▶ Other than for emergencies, scheduling for more than eight (8) continuous, regular hours is subject to availability and could require advance notice of up to fourteen (14) business days.

Project Champion

The Client Project Champion will have authority to make decisions regarding any issues that arise during project implementation.

Project Planning – Ad Hoc Hours

- ▶ Client will receive a project proposal defining the Statement of Work and the costs of services for each project greater than eight (8) hours.
- ▶ Engagements of eight (8) hours or less shall be considered as ad hoc requests. Ad hoc requests may be authorized by email or phone by the Project Champion.

Appendix B: Remote Monitoring & Support Desk

The following explains monitoring and support.

Remote Monitoring

- ▶ Availability and uptime monitoring and reporting
- ▶ Server alert condition and server event log monitoring
- ▶ Patch management for Microsoft products
- ▶ Backup and/or disaster recovery
- ▶ Routine maintenance tasks

Support Desk

Device monitoring provided 24/7, TechCare support desk services provided 8am to 5pm M-F CST.

Priority 4 – Scheduled Maintenance.

- ▶ General workstation, network device, server and application maintenance.
 - ▽ i.e. Firewall firmware update.
 - ▽ i.e. Update DNS server IP on server.

Priority 3 – Normal Response – 4 hour response time.

- ▶ General support/information request (default).
 - ▽ i.e. “I can’t print, but other people can”.
 - ▽ i.e. “I can’t get to the Internet”.

Priority 2 – Quick Response – 2 hour response time.

- ▶ Time sensitive support/information request – will generally include a required date/time on the ticket.
 - ▽ i.e. “Disable John Doe’s user account in two hours”.
 - ▽ i.e. “Accounting cannot open our payroll application”.

Priority 1 – Emergency Response – 1 hour response time.

- ▶ Support request impacting all aspects of business environment, severely impacting business operations.
 - ▽ i.e. “Our site cannot access the Internet”.
 - ▽ i.e. “Users cannot send or receive email”.

**Datamax
Professional
Services**

Appendix C: Client Satisfaction Index

The following illustrates the Datamax Client Satisfaction Index.



Relevant Technology · Raving Results™

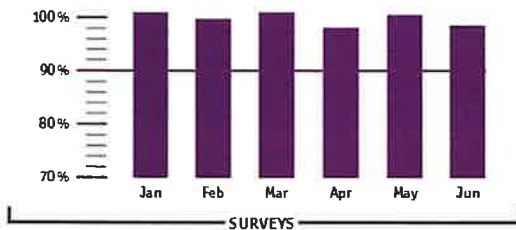
The Datamax IT Satisfaction Index.

as of July 1, 2021

Courtesy.

Positive support call interaction.

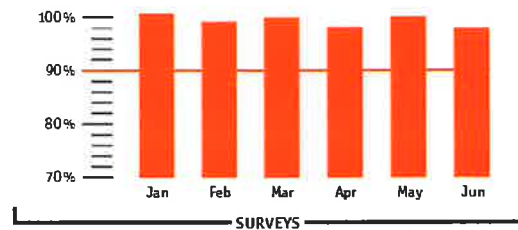
98.9 For the last 6 months, Datamax averaged a **98.9%** courtesy score for all customer surveys submitted.



Competence.

Quick support call resolution.

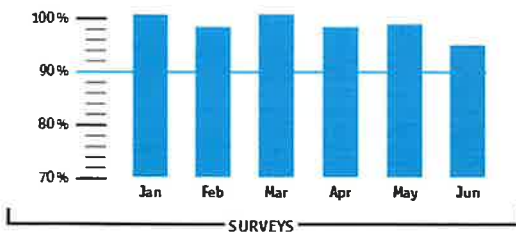
98.4 For the last 6 months, Datamax averaged a **98.4%** competence score for all customer surveys submitted.



Timeliness.

Rapid support call responsiveness.

97.7 For the last 6 months, Datamax averaged a **97.7%** timeliness score for all customer surveys submitted.

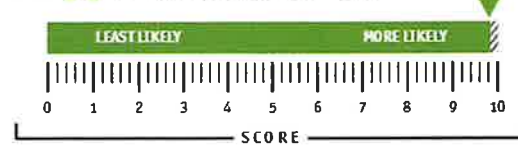


Recommend.

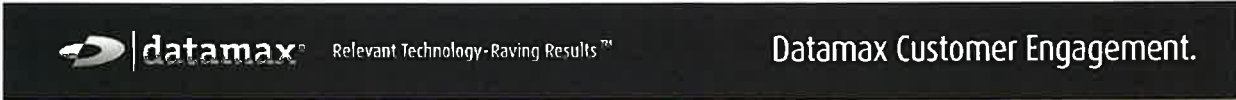
Recommended for responsiveness.

9.80 When asked, "how likely would they recommend Datamax to a friend or colleague," our IT customers gave us an average score of **9.80** for the last 6 months.

92.1 (Scale 1-10, 10 being the highest.)
(Source: Net Promoter Score® System, All Datamax.)
(Actual IT Net Promoter Score® = 92.1)



Datamax Professional Services



Top 4 List.

Historical field research¹ has revealed the top 4 reasons why small and medium-sized businesses become dissatisfied with technology service providers and technical employees. This dissatisfaction often leads to termination of services/employment.

¹ Anecdotal data gathered through direct customer interaction over a 15-year time period.



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Satisfaction Index.



Datamax customers utilizing the TechCare managed network service program are offered the opportunity to provide feedback at the completion of every support ticket they submit. This customer feedback is provided via a web-based survey consisting of 4 scoring elements and a free-form comment box. TechCare satisfaction scoring elements include:



Appendix D: Weekly Report Sample

The following illustrates Datamax ticket reporting.

Weekly Service Delivery Report

Ticket & Alert Analysis



Created for: [redacted] Created by: [redacted] Created on: [redacted]

Tickets Opened Last 7 Days

5

Tickets Opened

Tickets Closed Last 7 Days

3

Tickets Closed

Open Support Tickets

1

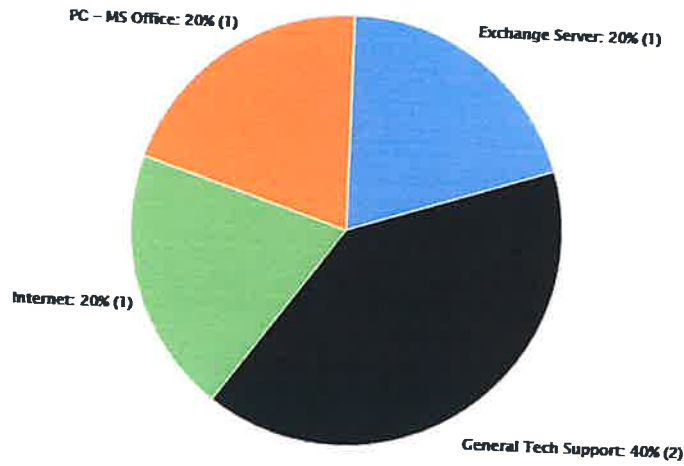
Open Support Tickets

Technology Monitoring Alerts

0

Infrastructure-Level Alerts

Ticket Type Analysis



Tickets Opened Last 7 Days - Detail

TICKET_NUMBER	CONTACT	SUMMARY
178894	Stephanie Galanides	FW: news
178969	Tara Plexico	Microsoft Word Issues
179063	Leisa Price	Compability Mode
179083	Brian Burton	Windows updates
179089	Renee Kelly	Outbound faxes

Tickets Closed Last 7 Days - Detail

TICKET_NUMBER	CONTACT	SUMMARY
178894	Stephanie Galanides	FW: news
178969	Tara Plexico	Microsoft Word Issues
179063	Leisa Price	Compability Mode



Datamax Technology Solutions Group Consulting Services Agreement

THIS AGREEMENT is made as of _____, 20____

Between _____ ("Client")

and Datamax, Inc., dba: Datamax Technology Solutions Group ("Datamax"), a division of Datamax Office Systems.

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. Consulting Services

1.1 Subject to the terms contained within this Consulting Services Agreement, Datamax agrees to provide to the above mentioned Client consulting services (the "Services"), including any deliverables, as are described on such Statements of Work (SOW) as are executed from time to time by the parties. If the Services are performed at the Client's location, Client shall provide appropriate computer hardware, software, communications resources, system and user documentation, office space, telephone service, copying, facsimile or postage and general office supplies and support to Datamax as necessary to perform the Services. In addition, Client shall: (a) provide Datamax with specific and detailed information concerning, and reasonable access to, Client computer systems and networks as more fully set forth in the SOW; (b) make available to each Datamax employee physically located on Client's premises, access to and time upon Client's computer system sufficient for Datamax to provide the Services; (c) provide an employee of Client who shall have substantial computer systems, network, and project management experience to act as a liaison between Client and Datamax; and (d) in general, to provide all information, access, and full, good faith cooperation reasonably necessary to facilitate the Services. Statements of Work may provide certain assumptions and/or Client responsibilities regarding the Services. Client shall assume those responsibilities, including the procurement and the evaluation of the appropriate capacity of any third party products or services, and understands that Datamax's performance is dependent on Client's timely and effective performance of its responsibilities and its timely decisions and approvals. If Client fails or delays in its performance of any of the foregoing, Datamax shall be relieved of its obligations hereunder to the extent such obligations are dependent on such performance.

2. Price and Payment for Services

2.1 Client shall pay Datamax in accordance with the schedule(s) as set forth in each SOW. In addition, Customer shall pay Datamax for all expenses incurred by Datamax in connection with performance of the Services, including reasonable travel and lodging expenses. Any amount remaining unpaid after twenty (20) days shall accrue interest at a rate of the lesser of (a) one and one-half percent (1.5%) per month or (b) the highest rate allowed by law. In the event of any dispute regarding a portion of an invoice, the undisputed portion shall be paid as provided herein.



3. Taxes

3.1 Any and all taxes, except income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by the Client.

4. Client Representative

4.1 The following individual _____ shall represent the Client during the performance of this Agreement with respect to the services and deliverables as defined in any SOW and has authority to execute written modifications or additions to this Agreement and/or any SOW as defined in Section 12. Any change in the scope of Services as defined in the SOW shall be agreed upon in writing by the parties, and Datamax shall have no obligation to perform services in connection with any change until the parties have agreed in writing upon the effect of such change on fees and/or schedule, which shall be specified in a formal Change Order authorized by both the Client and Datamax.

5. Confidential Information

5.1 All data relating to Client's business affairs, operations, research, development, proprietary information, and customers which is acquired by Datamax as a result of performance hereunder shall be maintained as confidential by Datamax. Client shall not sell, transfer, publish, disclose, display, or otherwise make available Datamax proposals, quotations, implementation plans, white papers, reports, analysis documents, or correspondence (collectively, the "Intellectual Property") to third parties, and shall take all reasonable steps to prevent its agents, employees or independent contractors from doing any of the foregoing. Client shall protect the confidentiality of the Datamax Intellectual Property with the same degree of care that Client uses to protect its own most confidential information, but in no event less than reasonable care.

5.2 Nothing in this Agreement shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies) (a) that is or becomes publicly available through no breach of this Agreement, (b) independently developed by it, (c) previously known to it without obligation of confidence or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event either party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the recipient shall promptly notify the other party of such receipt and may, thereafter, comply with such subpoena or process to the extent permitted by law. The Confidential Information shall be returned or destroyed upon the earlier of (a) completion of the Services or (b) the discloser's request. Datamax may retain, subject to the obligations of this section, copies of the Confidential Information for recordkeeping purposes.

5.3 In recognition that Datamax personnel performing under this Agreement may perform similar services for others, this Agreement shall not prevent Datamax from providing services or developing materials that are competitive with those developed or provided hereunder regardless of any similarity to such services or materials.



equipment has sufficient capacity, is in good operating order and is installed in a suitable operating environment; (d) the nonconformity was not caused by Client or its agents or other third party; (e) Client promptly notifies Datamax of the nonconformity after discovery and (f) all fees due to Datamax have been paid.

- 8.3 Client accepts sole responsibility for the use of any software or other materials delivered hereunder to achieve Client's intended results and the results actually obtained from such software or materials. Client's sole and exclusive remedy is for Datamax to use commercially reasonable efforts to cause the Services to comply with the foregoing warranties. In the event that such services cannot be provided within a reasonable time after notification, Client's sole and exclusive remedy is to terminate this Agreement and to receive a refund of any fees paid to Datamax for the non-conforming Services.

ALL OF THE SERVICES ARE PROVIDED "AS IS". THE FOREGOING WARRANTY IS DATAMAX'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLE, AND IS MADE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

9. Limitation of Liability

- 9.1 Datamax's liability (whether in contract, tort, negligence, strict liability, or by statute or otherwise) to Client or to any third party concerning performance or non-performance or otherwise related to this Agreement shall in the aggregate be limited to the fees received by Datamax hereunder for the portion of the services giving rise to such claim.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGE OR EXPENSES (INCLUDING LOST PROFITS OR SAVINGS) EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

10. Termination

- 10.1 Either party may terminate this Agreement, or any other formally agreed and executed statement of work, without cause upon giving the other party ninety (90) days written notice. During the ninety (90) day termination period, Client shall maintain Datamax staffing levels existing at the time of the notice of termination and shall reimburse Datamax for any demobilization expenses such as computer or technology purchases related to service delivery or real estate lease terminations.
- 10.2 Either party may terminate this Agreement, or any other formally agreed and executed statement of work, for a breach of a material term upon giving the other party written notice identifying specifically the alleged breach. Upon receiving written notice, the breaching party shall have thirty (30) days to cure the alleged breach.
- 10.3 Either party may terminate this Agreement by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, or is subject to the appointment of a receiver.
- 10.4 Upon termination of this Agreement by either party, each party shall promptly return to the other all data, materials, and other properties of the other held by it; provided, however, if Client has not satisfied all



6 Staff

- 6.1 Datamax is an independent contractor and no employee of Datamax is or shall be deemed to be employed by Client. Client is hereby contracting with Datamax for the Services described in the Statements of Work and Datamax reserves the right to determine the method, manner, and means by which the Services will be performed. If the Services are performed at the Client's premises, then Datamax time spent at the premises is to be at the discretion of Datamax; subject to the Client's normal business hours and security requirements. Datamax shall not be required to devote Datamax consultant's full time nor the full time of Datamax staff to the performance of the Services required hereunder. The order or sequence in which the work is to be performed shall be under the control of Datamax. Client shall not provide any insurance coverage of any kind for any Datamax employee, and Client will not withhold any amount that would normally be withheld from an employee's pay.
- 6.2 Each of the following parties hereto agrees that, while performing Services under this Agreement, and for a period of six (6) months following the termination of this Agreement, neither party will, except with the other party's written approval, solicit or offer employment to the other party's employees or staff engaged in any efforts under this Agreement. If Client breaches this paragraph 6.2, Client shall pay as liquidated damages, and not as a penalty, the sum of \$35,000. If Datamax waives this restriction, Client shall reimburse Datamax mutually agreed upon costs of external recruitment, training and lost revenues.

7 Use of Work Product

- 7.1 Client shall own, upon payment of all fees incurred, any deliverables, including software programs, source and object code, files, tapes, disks, and related user documentation, originally developed solely for Client under this Agreement. Such deliverables shall be owned by Client for its own internal use. Datamax does not convey nor does Client obtain any right in materials proprietary to Datamax, which Datamax may utilize or provide pursuant to the Services, or other materials not developed solely for and paid in full for under this Agreement, except as otherwise agreed upon in writing by the parties. Except as specifically set forth in writing and signed by both Client and Datamax, Datamax shall have all copyright and patent rights with respect to all materials developed under this Agreement, and Client is hereby granted a non-exclusive license to use and employ such material within the Client's business.

8. Warranty

- 8.1 Datamax warrants to Client that during the term of this Agreement and for a period of ninety (90) days from the completion of Services that the Services shall (a) be performed in a workmanlike manner in accordance with applicable commercial standards; (b) comply with any applicable law, rule or regulation, and Datamax will have obtained all permits required to comply with such laws and regulations and (c) not violate or infringe upon any presently issued United States copyright, patent, trade secret or other property, contractual, employment or confidentiality right of a third party.
- 8.2 The foregoing warranties shall apply provided that (a) any software or other materials developed by Datamax have not been modified, unless authorized by Datamax in writing; (b) there has been no change in the computer equipment on which Datamax installed any software, unless authorized by Datamax in writing; (c) the computer



outstanding invoices for Services performed by Datamax prior to the date of termination, Datamax shall be entitled to retain such materials until payment is made and may pursue its remedies at law or in equity.

- 10.5 Termination of this Agreement, or any other formally agreed and executed statement of work, prior to the term commitment will require the payment of Liquidated Damages as specified in *Section 11 Liquidated Damages*.

11. Liquidated Damages

- 11.1 Early termination of this agreement, or any other formally agreed and executed statement of work, prior to the term will require payment of Liquidated Damages. The fees associated with 12 months of service for each statement of work will be paid as compensation by the Client to Datamax for early Agreement termination.

12. Scope of Agreement

- 12.1 If the scope of any of the provisions of the Agreement or any SOW is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

13. Additional Work

- 13.1 After receipt of a SOW which adds to the Services, Datamax may, at its discretion, take reasonable action and expend reasonable amounts of time and money based on such SOW. Client agrees to pay Datamax for such action and expenditure as set forth in Section 2 of this Agreement for payments related to Services.

14. Assignment

- 14.1 Neither party shall assign this Agreement without the other party's written consent.

15. Complete Agreement

- 15.1 This Agreement, including any SOW and any Addendum, constitutes the entire understanding between Datamax and Client and supersedes all prior agreements, arrangements, representations and communications, whether oral or written, regarding the subject matter hereof. Client is entering this Agreement solely based upon the agreements and representations contained herein for its own purposes and not for the benefit of any third party.

16. Applicable Law

- 16.1 This Agreement shall be governed by the laws of the State of Texas without application of conflict of laws principles. Any suit relating to this Agreement may be instituted in any state or federal court in Dallas County, Texas, and the parties submit to the jurisdiction of any such court.

17. Independent Contractor

- 17.1 Each party is an independent contractor and the parties shall not have the authority to bind, represent or commit the other. Datamax may use Client's name in its resumes client list, case studies or press releases. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.



18 Survival

18.1 The terms of 2, 5, 6, 8 and 9 shall survive termination of this Agreement for any reason.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the person(s) whose signatures appear below are duly authorized to execute this Agreement.

Company

Client Signature

Print Name

Title

Date

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Customer Information

Credit Application



P.O. Box 2235

St. Louis, Missouri 63139

Phone: 800-647-5324 Fax: 314-633-1708

Return to: _____

CUSTOMER	Full Legal Name		Phone Number		Fax Number
	Billing Address			Type of Business	
	Date Incorporated	State	Business Structure:		Tax ID #
	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Municipal <input type="checkbox"/> Non-Profit				

***If in business less than two year, or if a proprietorship/partnership, or individual, please complete the following:**

*PRINCIPAL(S)	Name		Name	
	Social Security Number	Title	Social Security	Title
	Home Address		Home Address	
	Phone Address with Area Code		Phone Address with Area Code	

BANK REFERENCES	Bank Name		Bank Name	
	Branch Address		Branch Address	
	Name of Officer/Contact	Phone Number	Name of Officer/Contact	Phone Number
	Checking Account Number	Date Account Opened	Checking Account Number	Date Account Opened

TRADE REFERENCES	Name		Name	
	Address		Address	
	Phone Number		Phone Number	
	Account Number	Date Opened	Account Number	Date Opened

ADDITIONAL INFORMATION	Purchase Orders Required		If yes: please specify:	
	Are you taxable	<input type="checkbox"/> No <input type="checkbox"/> Yes	Phone Number	
	Accounts Payable Contact	<input type="checkbox"/> No <input type="checkbox"/> Yes	If exempt, attach copy exemption certificate.	
		Phone Number	Fax Number	

The information contained herein is for the purpose of obtaining credit and warranted to be true. WE HEREBY, authorize consumer reporting agencies, bank and vendor references to release pertinent credit information concerning our account(s) to Datamax, Inc.

Applicant's signature attests responsibility, and willingness to pay invoices within accordance of the terms on the invoices. The endorser expressly agrees to pay all reasonable attorney's fees and all other cost and expenses incurred by Sumner Group, Inc. in the collection of any obligation of the endorser hereto.

AUTHORIZATION	NOTICE: THE FEDERAL EQUAL CREDIT OPPORTUNITY ACT PROHIBITS CREDITORS FROM DISCRIMINATING AGAINST CREDIT APPLICANTS ON THE BASIS OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, MARITAL STATUS, AGE (PROVIDED THE APPLICANT HAS THE CAPACITY TO ENTER INTO A BINDING CONTRACT) BECAUSE ALL OR PART OF THE APPLICANTS INCOME DERIVES FROM ANY PUBLIC ASSISTANCE PROGRAM; OR BECAUSE THE APPLICANT HAS IN GOOD FAITH EXERCISED ANY RIGHT UNDER THE CONSUMER CREDIT PROTECTION ACT, THE FEDERAL AGENCY THAT ADMINISTERS COMPLIANCE WITH THIS LAW CONCERNING LESSOR IS THE FEDERAL TRADE COMMISSION, EQUAL CREDIT OPPORTUNITY, WASHINGTON, D.C. 20580.		
	I HEREBY AUTHORIZE LESSOR OR ANY CREDIT BUREAU OR OTHER INVESTIGATIVE AGENCY EMPLOYED BY LESSOR TO INVESTIGATE THE REFERENCES HEREIN LISTED OR STATEMENTS OR OTHER DATA OBTAINED FROM ME OR FROM ANY OTHER PERSON PERTAINING TO MY CREDIT AND FINANCIAL RESPONSIBILITY.		
	X SIGNATURE	PRINT NAME	DATE

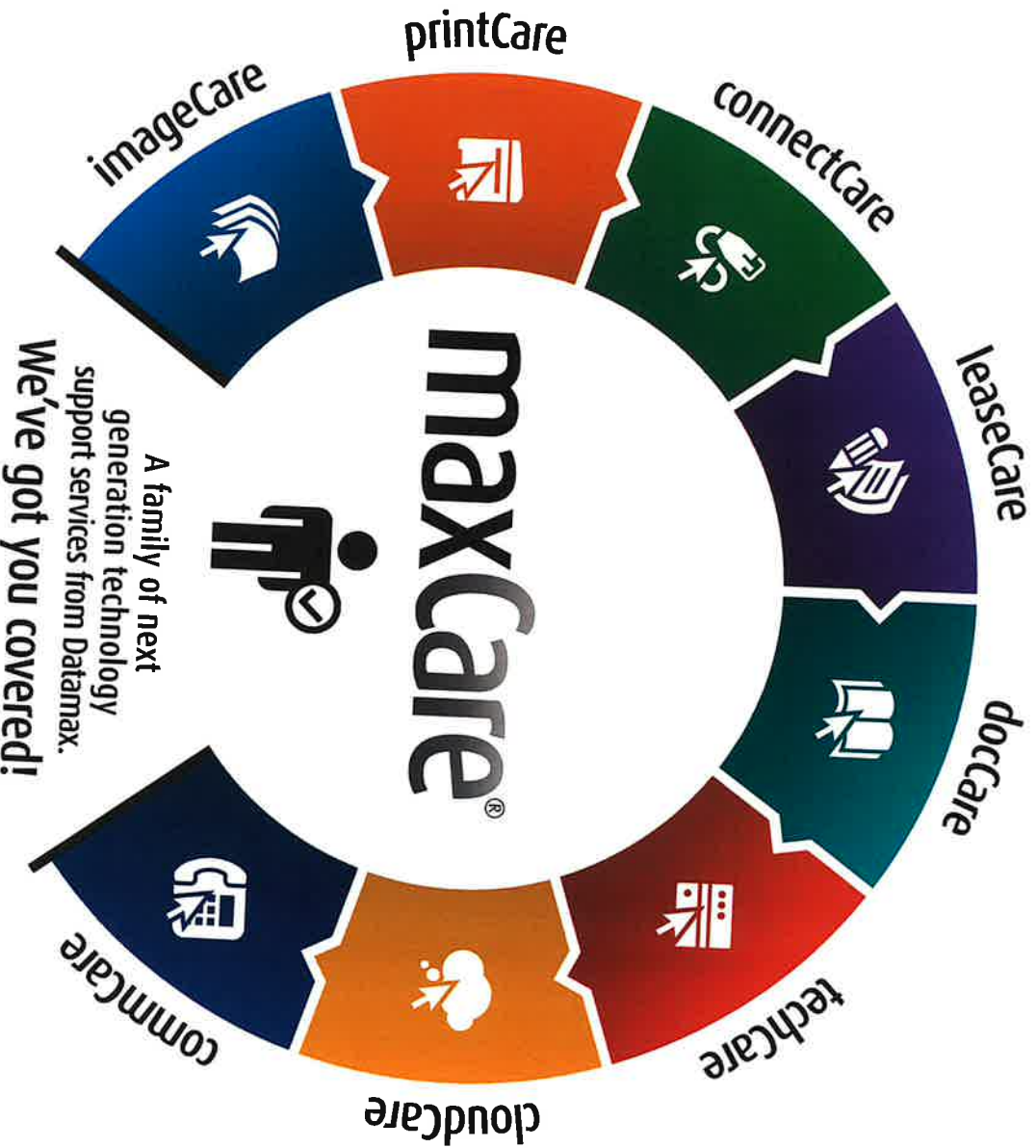
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datamax[®]

Relevant Technology · Ravine Results[®]



From IT to MFP's, Datamax can help maximize YOUR Return on Technology Investments through MaxCare[®], the industry's most comprehensive portfolio of technology support services.

imageCare

Managed Service and Support for Multi-function Print (MFP) Devices and Digital Production Systems

printCare

Managed Print Services for Optimizing Print Device Deployment and Print Output Costs

connectCare

Connectivity, Installation and Training Support Services for Network-Connected Print Devices and Software Enablers

leaseCare

In-house Leasing Services and Technology Acquisition Strategies

commCare

Managed Services for Secure Cloud-based Unified Business Communications

doccCare

Managed Services for Document Management and Workflow Projects

techCare[®]

Managed Network and IT Support Services

cloudCare[®]

Managed IT Infrastructure and Applications in the Cloud

- **We've Got You Covered.**
- Office Equipment
- Production Print
- Print Management
- Document Management
- Network Management
- Unified Communications



**Datamax Inc.
Arkansas**

7400 Kanis Road
Little Rock, AR 72204
Main: 501.603.3000
Toll Free: 800.482.5772

*Offices: El Dorado, Fort Smith,
Hot Springs, Little Rock, Texarkana*

**Datamax Inc.
East Texas**

4545 Old Jacksonville Highway
Tyler, TX 75703
Main: 903.939.2255
Toll Free: 800.986.4782

*Offices: Longview, Lufkin,
Sulphur Springs, Tyler*

**Datamax Inc.
North Texas**

800 Freeport Parkway, #400
Coppell, TX 75019
Main: 972.432.2300
Toll Free: 800.633.1526



datamax®

Relevant Technology • Raving Results™

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
datamaxtexas.com



Town of Double Oak
320 Waketon Rd.
Double Oak TX 75077
April 13, 2023
Brian Shults
972-355-5995

Quote
37982

Your Contact
Richard Martin

ITEM #	DESCRIPTION	UNIT PRICE	QTY	QUOTE
1	Warranty Extension Correction to 2025 * for tags Redacted - 2 Network Switch Tags Datamax Credentials: <ul style="list-style-type: none"> • Microsoft Gold Partner • Dell Preferred Partner • Backup / Disaster Recovery + Business Continuity • Document Imaging with Business Process Workflow Our Relationship with Dell: <ul style="list-style-type: none"> • We are a Dell Direct Partner offering all of Dell's Solutions • We assist with Dell Service and / or Configuration Needs • We are local, offering IT solutions that protect your investment! 		1	457.04

Total **\$457.04**
Total Does Not Include Tax

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.

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.

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.

From: Richard Martin <[REDACTED]>
Sent: Monday, April 10, 2023 10:17 AM
To: Brian Shults <brian.shults@doubleoak.texas.gov>; Jean Hillyer <jean.hillyer@doubleoak.texas.gov>
Subject: Switch Warranty Mistake

CAUTION: [EXTERNAL EMAIL]

Brian & Jean

Per our discussion at the end of last week, there was a miscommunication between Datamax and Dell regarding the warranty on your two network switch devices.

In October of last year Datamax requested an "end of life" warranty renewal for your two network switch devices. "End of Life renewal is extending the warranty as far out as Dell will allow" Dell provided the quote and I sent it to Double Oak for approval. This quote was Quote ID 37443 for a total of \$1647.04 and was supposed to set the switch expiration date to 1/31/2025.

A couple months after the warranty renewal was purchased, I reconfirmed the warranty status and saw it was only for a one year renewal "10/10/2022 to 10/10/2023". After going back to Dell we found that they only provided a one year renewal not an end of life renewal. Although the Datamax quote said the warranty expired in 1/31/2025 it is actually set to expire on 10/10/2023.

I went back to Dell and explained we requested an end of life warranty renewal but they only provided the one year renewal. After some pushing back on Dell, they will extend the warranty for both devices to 1/31/2025. The cost to do this would be \$1,015.63 per switch or a total of \$2,031.26. Dell is going to provide a discount of \$1,117.19 making the new cost \$914.07 this ends up being \$457.04 per switch and both devices will expire 12/31/2025. Datamax does want to be fair and if needed I will offer to split the cost for the warranty. I do know this is local government and certain rules have to be followed.

Do I need to send a quote over for \$914.07 or I will pay for half and send a quote to you for \$457.04 Just let me know. Please let me know if you need additional clarification or have questions.

Thank You
Richard Martin



TOWN COUNCIL
April 17, 2023

AGENDA ITEM: Public hearing on a request from David McKenzie and Kevin Rhodes to replat 200 Kings Road, Kings Manor Block A Lot 1 and Kings Manor Block A Lot 2 (W PT) into one lot and 210 Kings Road.

Discussion, consideration and action on a request from David McKenzie and Kevin Rhodes to replat 200 Kings Road, Kings Manor Block A Lot 1 and Kings Manor Block A Lot 2 (W PT) into one lot and 210 Kings Road.

STAFF CONTACT: Lynn

DESCRIPTION: David McKenzie acting as the agent for Andrew and Amanda Bruce and submitted an application for a replat at 200 Kings Road, Kings Manor Block A Lot 1 and Kings Manor Block A Lot 2 (W PT) into one lot and Kevin Rhodes submitted an application to replat 210 Kings Road because selling the 0.38ac to the Bruce's made his metes and bounds change.

ATTACHMENTS: Application for replat (Bruce)
Authorized agent affidavit
Explanation letter
Application for Replat (Rhodes)
Map showing location of property
Replat
Approval letter from Town Engineer

The Planning and Zoning Commission's recommendation to the Town Council is to approve the request for a replat at 200 Kings Road, Kings Manor Block A Lot 1 and Kings Manor Block A Lot 2 (W PT) into one lot and to replat 210 Kings Road.

Ayes: 6
Abstain: 1



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
 Plat Application**

PERMIT #

DATE: ~~03/14/2023~~
 03/20/2023

- Preliminary Plat
- Final Plat

- Type of Application (check the appropriate box)
- Minor Plat / Short Form Plat
 - Amended Plat

- Replat
- Plat Vacation

General Description of Request (complete the following)
 Purpose of Site Plan Application: (Brief description; per "Items Required with Submittal" below, provide separate letter of explanation and justification for application)

The purpose of this replat is to combine all of Lot 1 and a portion of Lot 2 into one lot.

Subject Property Information: (complete the following)

200 Kings Road

(General location, street address if known; if not known, provide name of street fronting property and name and distance to nearest cross street)

Kings Manor

(Subdivision Name)

1R

(Lot #)

A

(Block #)

3.4 (3.382) Acres or 147,310 square feet

(Area of Property: (gross acreage to nearest one-tenth of an acre))

AG-2

(Existing Zoning)

N/A

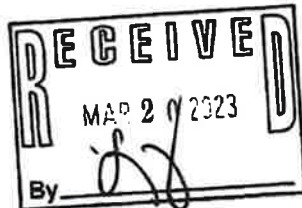
(Proposed Zoning)

3.4 (3.382) Acres or 147,310 square feet

(Area of Property, gross acreage to nearest one-tenth of an acre)

Items Required with Submittal: (check the appropriate boxes to indicate items submitted with application)

- Plat Application (1 completed original - signed and notarized)
- Plat (4 copies - 24" x 36" plus electronic file of plat in PDF format)
- Application Fee (plat fee + engineer fees; see fee schedule)
- Explanation Letter (1 original - description and justification for application)
- Plat Checklist (required for all plat applications except plat vacation; 1 completed original)
- Preliminary Engineering Design Plans (required for preliminary plat only; plans shall show preliminary water, wastewater, street, and drainage design; 3 bound sets, 24" x 36" plus electronic file of plans in PDF format)
- Engineering Construction Plans (required for final for final plat; contact staff to see if required for other plats; plans shall show fully-engineered water, wastewater, street, and drainage design; drainage design shall include hydraulic computations/calculations/studies; 3 bound sets of plans & studies plus electronic files of plans & studies in PDF format; plan size shall be 24" x 36", hydraulic computations/calculations/studies may be 8-1/2" x 11" or 11" x 17")
- Other Supporting Documents or Materials (optional)





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
 Plat Application**

PERMIT #

DATE: 03/20/2023

Property Owner & Authorization (sign and notarize)

Check one of the following and complete:

I will represent the project myself;

I hereby designate: David McKenzie (McKenzie Design Build) to act in the capacity as my agent
(printed name of project representative)
 for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues relative to this request.

I hereby certify that I am the record owner of the property referenced in this application and further certify that the information provided on this application is true and correct.

[Signature]
(Property Owner's Signature)

03/20/2023

(Date)

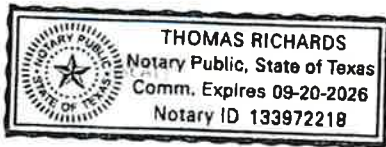
State of Texas

County of DENTON

BEFORE ME, a Notary Public, on this day personally appeared Andrew Bruce / Amanda Bruce the above signed, who,
(printed property owner's name)
 under oath, state the following: "I hereby certify that I am the record owner of the property owner referenced in this application and further certify that all information submitted herein is true and correct."

Sworn to and subscribed before me on this 20th day of MARCH

A.D., 2023



[Signature]
(Notary Public, State of Texas)

Thomas Richards
(Notary's Printed Name)

09-20-2026
(Notary Commission Expires)

Project Representative (if owner designates agent, check appropriate box and complete)

- Purchaser Tenant Architect Engineer Surveyor Other (specify): _____

McKenzie Design Build
(Company Name)

_____	_____	_____	_____
<small>(Physical Address)</small>	<small>(City)</small>	<small>(State)</small>	<small>(Zip Code)</small>
_____	_____	_____	_____
<small>(Mailing Address)</small>	<small>(City)</small>	<small>(State)</small>	<small>(Zip Code)</small>
_____	_____	_____	_____
<small>(Contact Name)</small>	<small>(Phone)</small>	<small>(Fax)</small>	

Related Information

- For platting information & requirements please visit our website for town ordinances under Chapter 10 Subdivision Regulations.
- For site plan information & requirements please visit our website for town ordinances under Chapter 3, Article 3.17 Site Plans

legged ad to print 3/24/23
 letters out 3/22/23
 notice to applicant 3/22/23



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
 Plat Application**

PERMIT #

DATE: 04 / 04 / 2023

- Preliminary Plat
- Final Plat

- Type of Application (check the appropriate box)
- Minor Plat / Short Form Plat
 - Amended Plat

- Replat
- Plat Vacation

General Description of Request (complete the following)
 Purpose of Site Plan Application: (Brief description; per "Items Required with Submittal" below, provide separate letter of explanation and justification for application)

The purpose of this replat is to amend the lot line between Lot 1 and Lot 2

Subject Property Information: (complete the following)

200 & 210 Kings Road

(General location, street address if known; if not known, provide name of street fronting property and name and distance to nearest cross street)

Kings Manor

(Subdivision Name)

1R & 2R

(Lot #)

A

(Block #)

6.000 Acres or 261,363 square feet

(Area of Property: (gross acreage to nearest one-tenth of an acre))

AG-1

(Existing Zoning)

N/A

(Proposed Zoning)

6.000 Acres or 261,363 square feet

(Area of Property, gross acreage to nearest one-tenth of an acre)

Items Required with Submittal: (check the appropriate boxes to indicate items submitted with application)

- Plat Application (1 completed original - signed and notarized)
- Plat (4 copies - 24" x 36" plus electronic file of plat in PDF format)
- Application Fee (plat fee + engineer fees; see fee schedule)
- Explanation Letter (1 original - description and justification for application)
- Plat Checklist (required for all plat applications except plat vacation; 1 completed original)
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- Engineering Construction Plans (required for final for final plat; contact staff to see if required for other plats; plans shall show fully-engineered water, wastewater, street, and drainage design; drainage design shall include hydraulic computations/calculations/studies; 3 bound sets of plans & studies plus electronic files of plans & studies in PDF format; plan size shall be 24" x 36", hydraulic computations/calculations/studies may be 8-1/2" x 11" or 11" x 17")
- Other Supporting Documents or Materials (optional)



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
 Plat Application**

PERMIT #

DATE: / /

Property Owner & Authorization (sign and notarize)

Check one of the following and complete:

- I will represent the project myself;
- I hereby designate:

_____ (printed name of project representative) to act in the capacity as my agent for submittal, processing, representation, and/or presentation of this request. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues relative to this request.

I hereby certify that I am the record owner of the property referenced in this application and further certify that the information provided on this application is true and correct.

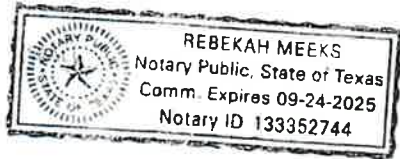
[Signature]
 (Property Owner's Signature)

05 APRIL 2023
 (Date)

State of Texas
 County of DEWTON

BEFORE ME, a Notary Public, on this day personally appeared KEVIN RHODES the above signed, who, under oath, state the following: "I hereby certify that I am the record owner of the property owner referenced in this application and further certify that all information submitted herein is true and correct."

Sworn to and subscribed before me on this 05 day of APRIL, A.D., 2023



[Signature]
 (Notary Public, State of Texas)
REBEKAH MEEKS
 (Notary's Printed Name)
09-24-2025
 (Notary Commission Expires)

Project Representative (If owner designates agent, check appropriate box and complete)

- Purchaser
- Tenant
- Architect
- Engineer
- Surveyor
- Other (specify): _____

 (Company Name) _____ (Email)

 (Physical Address) _____ (City) _____ (State) _____ (Zip Code)

 (Mailing Address) _____ (City) _____ (State) _____ (Zip Code)

 (Contact Name) _____ (Phone) _____ (Fax)

Related Information

- For platting information & requirements please visit our website for town ordinances under Chapter 10 Subdivision Regulations.
- For site plan information & requirements please visit our website for town ordinances under Chapter 3, Article 3.17 Site Plans

Rec 4/5/23 YR

200 Kings Road

Adding to 200 Kings Rd

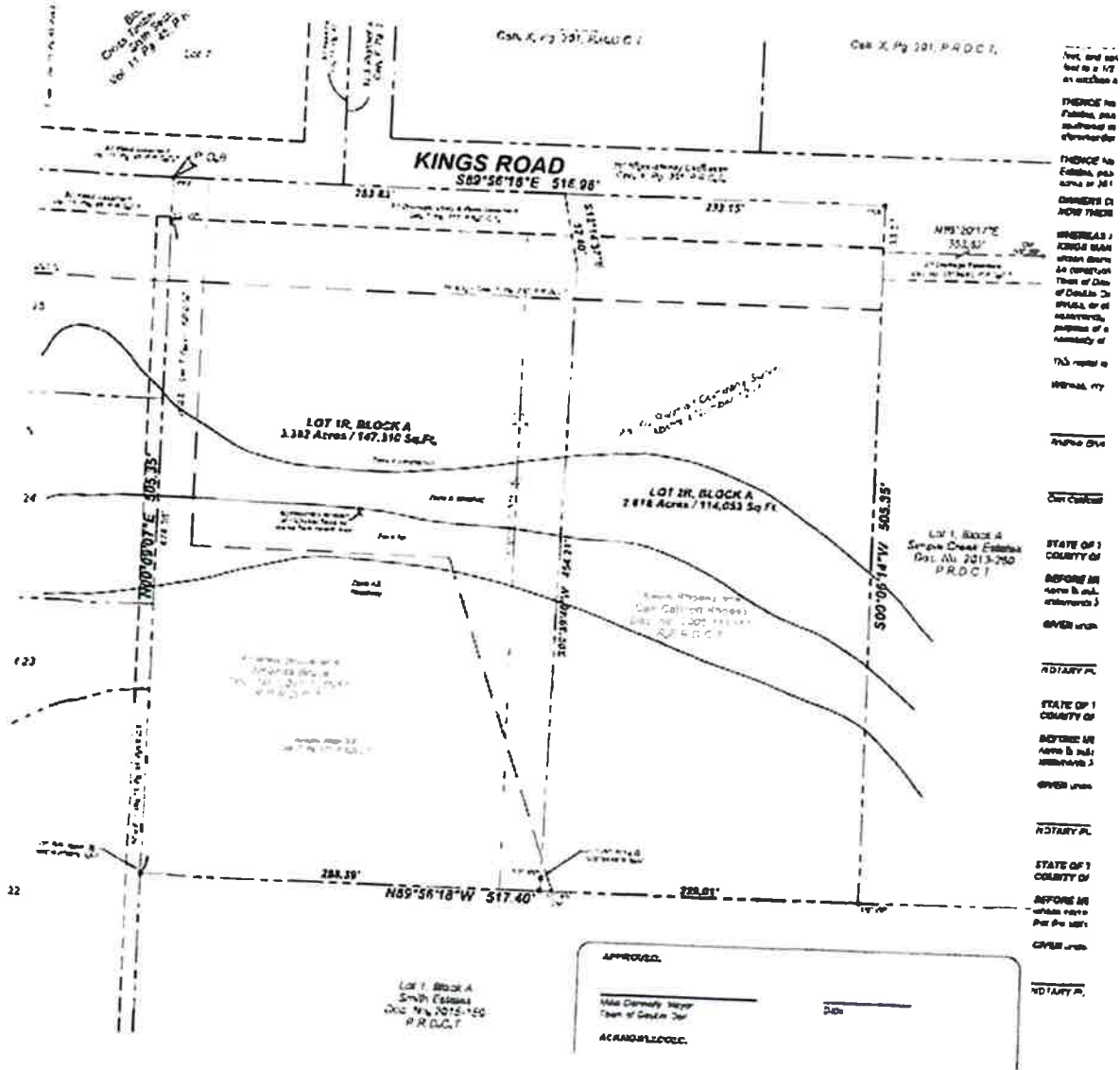
210 Kings Road



210 Kings Road sold 0.38 ac of property to 200 Kings Road. (989212)

The replat is platting 234200 and 989212 into one lot and replatting 210 Kings Road because his metes and bounds changed when selling the property to 200 Kings Road.

Approved Replat





April 6, 2023
AVO 037946.3

Ms. Eileen Kennedy
Town of Double Oak
320 Waketon Road
Double Oak, TX 75077

RE: Replat of Lot 1 (200 Kings Road) and Lot 2 (210 Kings Road) Block A

Dear Ms. Kennedy:

Half Associates, Inc. was requested by the Town of Double Oak to provide a review of the replat for Lot 1 and Lot 2 of Block A on Kings Road. The intention of this re-plat is to combine Lot 1 and a portion of Lot 2 to conform to town regulations. The replat was prepared by B&D Surveying, Inc. and has a time stamp of April 5, 2023.

We have not additional comments on the proposed replat.

Please let me know if you have any questions.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "S. D. Templer".

Steven D. Templer, PE
Senior Project Manager

C: Lynn Jones – Assistant Town Secretary
Attachments: N/A



Speaker Addition

A PROPOSAL FOR

Double Oak Town Hall

brian.shults@doubleoak.texas.gov

320 Waketon Road
Double Oak, TX 75077

PREPARED BY TONY POLANCO



DFW AV PROS LLC
www.dfwavpros.com
(469) 774-5945

14212 Bull Creek Rd
Frisco, TX 75035

About Us



Our team has over 15 years experience delivering innovative audio/video installation solutions to Dallas/Fort Worth-area homeowners and businesses. Our work is based on a passion for our craft, attention to service and customer care. What is our team's secret for success? Whether it is a modest request, an upgrade to an existing set-up, or a major project, our people LISTEN FIRST to your ideas and then suggest options that balance your desires and your budget with the capabilities and compatibilities of various audio and video components. Our installers are respectful of your home, and we take pride in collaborating smoothly with your preferred designers, architects, builders, and project managers. Best of all, our people will be there to help you get the most out of your entertainment investment long after we finish the job. If you call us, we will always be there.

Areas & Items

Pavilion

- Run speaker wire to speaker location and install speaker.
- Test for proper operation.

Items

	Sell Price	Qty	Total
	\$399.95 reg \$542.83	x1	\$399.95 \$142.88 Discount
	\$300.00	x1	\$300.00

Episode ECS-500-AW70V-6-BLK
Episode Commercial Surface Mount, All Weather, 70V Series 6-1/2 in. Speaker (Black | Each)

Labor Installation
Tax Exempt

Pavilion Total : \$699.95

Financial Summary

You received **\$142.88** in discounts on this proposal.

Parts	\$399.95
Parts Total	\$399.95
Labor Total	\$300.00
Subtotal	\$699.95
Proposal Total	\$699.95

Payments

Payment Schedule

70% Due Upon Acceptance

30% Due Upon Completion

Payments can be made by check, direct deposit, cash, or Credit Cards (3.20% will be added)

Project Terms

Pricing is valid for 30 days. Items identified as being on sale are subject to change without notice.

Upon signature or receipt of deposit, this proposal will become a formal contract.

I accept this proposal and hereby authorize DFW AV PROS to proceed with the installation of the included systems at the location mentioned above as described in the totality of this document.

I further authorize DFW AV PROS to be granted the location access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to DFW AV PROS.

Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by the client or their staff, construction, other building trades or any other party, additional costs may be incurred by the client from DFW AV PROS .If such delays result in additional costs that are not covered by the pricing in this proposal.

I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being approved by the client and DFW AV PROS.

All client furnished products are subject to time and material billing above estimated labor amounts if equipment does not work as intended.

A 15% Restocking Fee will be assessed to any contracted item that is returned for reasons other than product defect. Special order items cannot be returned.

DFW AV PROS LLC warranties our labor and installation for 12 months. If a product purchased from DFW AV PROS LLC fails during that period, we cover removal and reinstallation costs to satisfy the relevant manufacturer's warranty.

*** Due to the Pandemic, there are not guarantees on delivery dates and/or stock availability. We are currently only scheduling projects once items have been received.



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

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

Agency workload percentages are calculated by:

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

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

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

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

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

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

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

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Double Oak Police Department
Contact Person	Chief Derrick Watson
Address	320 Waketon Rd.
City, State, Zip	Double Oak, TX 75077
Telephone	972-355-5995
Email	Ruben.rivas@doubleoak.texas.gov

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

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Ruben Rivas, Chief

Double Oak Police Department

320 Waketon Rd.

Double Oak, TX 75077

972-355-5995

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Agency

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2023-24 Budget Year Denton County Sheriff's Office Communications Agreement Agency Payment Worksheet/Invoice

Agency:	Double Oak Police Department
Payment Contact Person:	Chief Rivas and/or Eileen Kennedy, Town Secretary
Phone Number:	972-539-9464
Email:	ruben.rivas@doubleoak.texas.gov
Address:	320 Waketon Rd.
City, State, Zip	Double Oak, TX 75077
AGENCY TOTAL AMOUNT DUE	\$ 5,686.00

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

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options

**Agency MUST
Select One
Payment Option**

1	<input type="checkbox"/>	One Annual Payment (100%)
2	<input type="checkbox"/>	Two Payments (50%)
3	<input type="checkbox"/>	Four Payments (25%)
4	<input type="checkbox"/>	Twelve Monthly Payments
5	<input type="checkbox"/>	Other Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-2024

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

Signature: _____

By: **Tracy Murphree**

By: **Ruben Rivas**

Title: **Denton County Sheriff**

Title: **Chief of Police**

Date: _____

Date: _____

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

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
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Agency workload percentages are calculated by:

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6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

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

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

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

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 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
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7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
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- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

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

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

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County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Double Oak Volunteer Fire Department
Contact Person	Chief Scott Whisenhunt
Address	1110 Cross Timbers Dr.
City, State, Zip	Double Oak, TX 75077
Telephone	972-539-7683
Email	scottwhiz@verizon.net

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

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

Scott Whisenhunt, Fire Chief

Double Oak Volunteer Fire Department

1110 Cross Timbers Dr.

Double Oak, TX 75077

972-539-7683

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Agency

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2023-24 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet/Invoice

Agency:	Double Oak Volunteer Fire Department
Payment Contact Person:	Chief Scott Whisenhunt
Phone Number:	972-539-7683
Email:	scottwhiz@verizon.net
Address:	1110 Cross Timbers Dr.
City, State, Zip	Double Oak, TX 75077
AGENCY TOTAL AMOUNT DUE	\$ 0.00

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

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options	<input type="checkbox"/>	1	One Annual Payment (100%)
	<input type="checkbox"/>	2	Two Payments (50%)
	<input type="checkbox"/>	3	Four Payments (25%)
	<input type="checkbox"/>	4	Twelve Monthly Payments
	<input type="checkbox"/>	5	Other Payment Option

Agency MUST
Select One
Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)
NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2023-2024

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

N/A

N/A

By: Tracy Murphree

By: _____

Title: Denton County Sheriff

Title: _____

Date: _____

Date: _____



1-2 Tree, LLC
 111 Duncan Ln.
 Lewisville, TX 75028
 (972) 989-9332
 bneal@12tree.com
 12tree.com

Estimate 3491

ADDRESS Town of Double Oak Town of DoubleOak Building Official 320 Waketon Road Double Oak, TX 75077	DATE 04/14/2023	TOTAL \$1,190.75
--	---------------------------	-----------------------------------

ACTIVITY	QTY	AMOUNT
Remove large dead tree near 400 Oak Trail	1	975.00T
Tree Service clean up brush on Kings by Bridlewood	1	125.00T
Please review the attached estimate that Mark completed. Feel free to contact him at 214-492-9036 if you have any questions or would like to approve.		
	SUBTOTAL	1,100.00
	TAX	90.75
	TOTAL	\$1,190.75

THANK YOU.

Accepted By

Accepted Date

CHANGE ORDER No. 2

Effective Date: Upon execution by the Mayor

Owner: Town of Double Oak
 Contractor: Ed Bell Construction Company
 Project: Waketon Road

CHANGE ORDER NO. 2

The compensation agreed upon in this Change Order is a full, complete, and final payment for all costs the Contractor incurs as a result of or relating to the change, whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any costs for delay, extended overhead, ripple or impact costs, or any other effect on changed or unchanged work as a result of this change.

You are directed to make the following changes in the Contract Documents:

Item No.	Description	Unit	Add/ Deduct	Qty.	Unit Price	Extended Amount
18	Reinforced Concrete Driveway (6") (3,600 Psi)	SY	Add	55.4	73.50	4,071.90
19	Gravel Driveway	SY	Deduct	15	40.00	(600.00)
22	Concrete Sidewalk (4' Thick)	SF	Add	240.3	5.50	1,321.65
32	Proposed Sign	EA	Add	2	420.00	840.00
72	Handrail (TxDOT Type E)(Powder Coat)(Black)	LF	Deduct	4	140.00	(560.00)
78	Temporary Sediment Control Fence	LF	Deduct	1625	1.75	(2,843.75)
80	Rock Filter Dams (Install and Remove)(TY 1)	LF	Deduct	38	50.00	(1,900.00)
85	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	Deduct	200	25.00	(5,000.00)
86	PORT CTB (MOVE)(LOW PROF)(TY 1)	LF	Deduct	160	10.00	(1,600.00)
87	PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	Deduct	200	10.00	(2,000.00)
88	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	Deduct	40	50.00	(2,000.00)
89	PORT CTB (MOVE)(LOW PROF)(TY 2)	LF	Deduct	20	20.00	(400.00)
90	PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	Deduct	20	20.00	(400.00)
CO2-A	Add Galvanized Steel to Grate Inlets	LS	Add	1	2,463.86	2,463.86
CO2-B	Add Striping on Kings Road	LS	Add	1	2,882.30	2,882.30
CO2-C	Remove Sidewalk and Partial Driveway for Mailboxes	LS	Add	1	3,413.34	3,413.34
CO2-D	Deficiency Penalty due to Concrete Pavement low breaks (PER Table 303.8.3.1(a) NCTCOG)	LS	Deduct	1	22,546.83	(22,546.83)

Double Oak

TOTAL **\$ (24,877.53)**

JUSTIFICATION

Item 18 Adjusts quantity due to field conditions.
 Items 19, 72, 78, 80, 85, 86, 87, 88, 89 and 90 are deductions for quantity not used.
 Item 22 Additional Sidewalk due to reconfiguration of sidewalk to accommodate Mailboxes
 Item 32 Additional quantity to add "No Outlet sign" and "We Love Neighborhood Kids" sign on Chinn Chapel.
 Item CO2-A Added Galvanized steel to Grate Inlets
 Item CO2-B Added striping on Kings Road
 Item CO2-C Removed sidewalk and partial driveway due to reconfiguration of sidewalk to accommodate mailboxes
 Item CO2-D Per NCTCOG Table 303.8.3.1(a) deficiency penalties assessed due to low breaks.

REVISED CONTRACT AMOUNTS

Original Contract	\$ 2,300,426.75
Change Order #1	\$ 42,708.14
Change Order #2	\$ (24,877.53)
Revised Contract Price	\$ 2,318,257.36

Recommended for Approval: Steven D. Templer, P.E. Date _____
 Town Engineer


 Contractor Ed Bell Date 4/11/23
 PRESIDENT
 Contractor Title

Approved: Mike Donnelly Date _____
 Mayor