



DOUBLE OAK

Town of Double Oak  
Town Council –Public Meeting  
Double Oak Town Hall  
320 Waketon Road, Double Oak  
TX 75077  
Monday, June 19, 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.”*

**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 June 5, 2023.

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

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

**V. New business agenda (consideration and action):**

7. Discussion, consideration and action on town treasurer resignation and search for replacement.

Presentation:

Mayor Patrick Johnson

8. Discussion, consideration, and action on contracting with Monsido to provide the tool enabling the Technology Administrator to maintain ADA compliance of the Double Oak Town website according to U.S. Federal and Texas State law.

Presentation: Council Member Jean Hillyer

9. Discussion, consideration, and action on town council committee and liaison list.

Presentation: Council Member Pat Wellen

10. Discussion, consideration, and action on adopting a town organization chart and posting on the town's website.

Presentation: Mayor Pro Tem Connie Schoenrade

11. Discussion, consideration, and action on a resolution approving the Denton County Hazard Mitigation Plan.

Presentation: Mayor Patrick Johnson

12. Discussion, consideration, and action to authorize 1-2 Trees for spot trimming along the Double Oak 4<sup>th</sup> of July parade route and for removal and disposal of dead trees on Tanglewood Drive in the Double Oak Commons area, not to exceed \$5,000.

Presentation Mayor Patrick Johnson

**VI. Old business agenda (consideration and action):**

13. Discussion, consideration, and action restriping Simmons Road.

Presentation: Public Services Randall Anglin

14. Discussion, consideration, and action Brittain Lane road repair estimates.

Presentation: Public Services Randall Anglin

15. Council - staff announcements and comments:

16. 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, June 16, 2023, by 4:00 p.m. on:

- 1) Bulletin board located to the right of the front door at Town Hall, 320 Waketon Road, Double Oak, Texas.
- 2) On the Town's website (<https://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 accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972.539.9464, fax 972.539.9613 or email to [eileen.kennedy@doubleoak.texas.gov](mailto:eileen.kennedy@doubleoak.texas.gov) for additional information.

**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, June 5, 2023, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Patrick Johnson	Mayor
Connie Schoenrade	Mayor Pro-Tem
Mike Gwartney	Deputy Mayor Pro-Tem
Jean Hillyer	Council Member
Pat Wellen	Council Member
Mark Dieterich	Council Member

Also in attendance were Town Secretary Eileen Kennedy and Police Chief Ruben Rivas.

- 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 May 15, 2023.
2. Consideration, and action on an invoice from Halff for Year 4 MS4 Annual Report in the amount of \$7,495.37.

Motion Hillyer, seconded by Schoenrade to approve the consent agenda.

AYE: Hillyer, Wellen, Schoenrade, Gwartney  
NAY: None  
ABSTAIN: None

Motion carried 4-0

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

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

6. Public Safety
7. Road and Drainage Committee

**V. New business agenda (consideration and action):**

8. Consideration and action to appoint a citizen to fill the vacancy in the office of councilmember, caused by the mayor's election, for the remainder of the unexpired term of office.

David Blesch, 110 Tanglewood and Mark Dieterich, 155 Fox Trot expressed their desire to fill the vacant council seat.

Motion Hillyer to appoint David Blesch to the vacant seat on the council.  
Motion died for lack of a second.

Motion Wellen, second Gwartney to appoint Mark Dieterich to the vacant councilmember seat for the remainder of the unexpired term of office.

AYE: Schoenrade, Wellen, Gwartney  
NAY: Hillyer  
ABSTAIN: None

Motion carried 3-1-0

9. Presentation by Chief Scott Whisenhunt on Double Oak Volunteer Fire Departments' use of Active 911.
10. Presentation by Deputy Chief G. Dean Feldpausch and Assistant Fire Chief Jerry Duffield on the EMS ambulance service that the Town of Flower Mound and the Flower Mound Fire Department provide for Double Oak.  
  
Flower Mound Fire Department presentation is attached and made a part of these minutes.
11. Presentation by Denton County ESD1 Chief Ricky Vaughan to provide an update to the Town of Double Oak on Denton County ESD1 services.  
  
Denton County Emergency Services District #1 presentation is attached and made a part of these minutes.
12. Discussion, consideration, and action on a request from Geoff Reese to hold the 13<sup>th</sup> Annual Thanksgiving Day Turkey Trot.

Motion Schoenrade, seconded by Hillyer to approve the 13<sup>th</sup> Annual Turkey Trot

AYE: Schoenrade, Gwartney, Hillyer, Wellen, Dieterich  
NAY: None  
ABSTAIN: None

Motion carried 5-0

13. Discussion, consideration, and action on an estimate to repair a 2017 Dodge Charger.

Motion Hillyer, seconded by Wellen to approve the repairs to the 2017 Dodge Charger at Denton Chrysler Dodge Jeep Ram at an estimated cost of \$5,802.79.

AYE: Hillyer, Wellen, Gwartney, Schoenrade, Dieterich  
NAY: None  
ABSTAIN: None

Motion carried 5-0

14. Discussion and consideration to begin the review process and updates to the Employee Personnel Handbook and the job descriptions of town employees and action upon assigning duties to the council members on the review process.

This item will carry over to a future agenda.

**VI. Old business agenda (consideration and action):**

15. Discussion, consideration, and action on accepting the Investment Inventory Report at March 31, 2023.

Motion Hillyer, seconded by Wellen to accept the Investment Inventory Report at March 31, 2023.

AYE: Wellen, Gwartney, Hillyer, Schoenrade, Dieterich  
NAY: None  
ABSTAIN: None

Motion carried 5-0

16. Council - staff announcements and comments:
17. Adjournment

With no further business to come before the Council, motion Schoenrade, second Hillyer, the meeting was adjourned at 10:01 p.m.

Approved:

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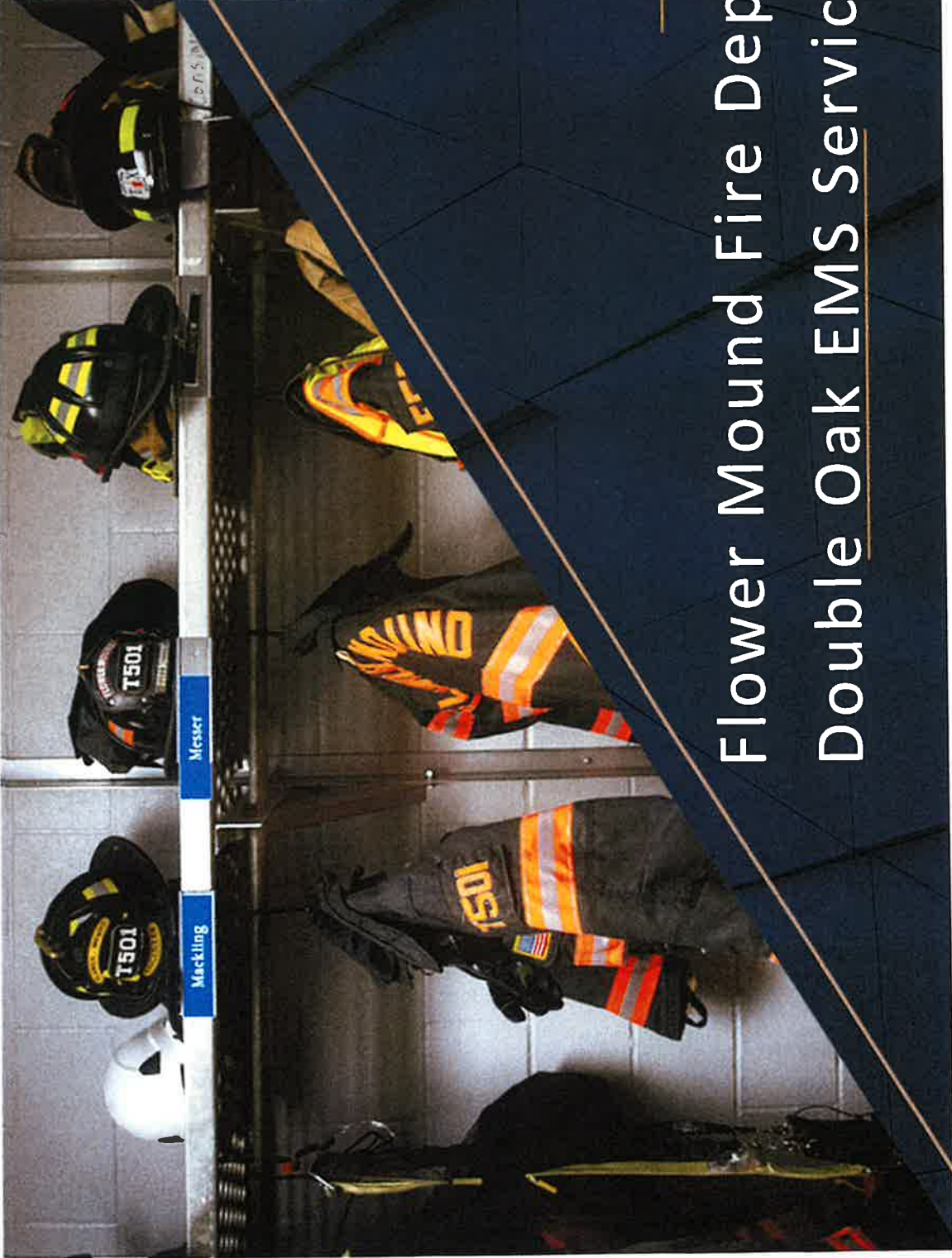
Patrick Johnson, Mayor

Attest:

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Eileen Kennedy, Town Secretary





# Flower Mound Fire Department Double Oak EMS Service Review



## 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 for review

- Increased cost of providing EMS Services
  - Staffing, Equipment, Supplies, Fuel, Medical Control, Training
- A need for a bi-annual review of the agreement
- Call volume for Double Oak has risen to 117 total EMS responses in 2022. The patients transported for 2022 were 86.
- Call volume for Double Oak YTD 2023 41 total calls, 32 patients transported
- We currently do not and have no plan to “Balance Bill”

## “Balance Billing”

- Flower Mound FD does not “Balance Bill” Double Oak residents resulting in the following savings in 2022.

Gross charge per Ambulance Transport	\$1,115.00
<u>Minus Funds remitted by Insurance/CMS</u>	<u>- \$489.00</u>
Outstanding Balance not billed	\$626.00
<u>Times the number of Transports in 2022</u>	<u>X 86</u>
Amount <b><u>not</u></b> billed to DO residents	<u>\$58,836.00</u>

## Ambulance Rate Presentation

- Double Oak VFD Medical Direction is provided under FMFD's DSHS Provider License (#061004).
- One of FMFD's top priorities in the coming months is to put our 4<sup>th</sup> MICU in service at FMFD Fire Station #4 located at 4601 Bridlewood Blvd. This will result in quicker response times into Double Oak.

# Unit Hour Analysis

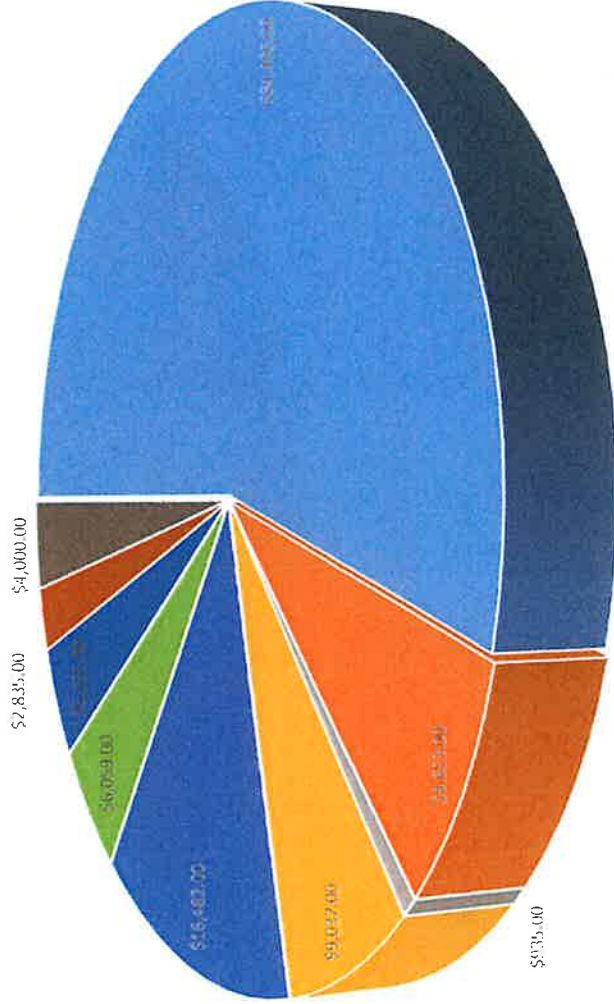
## UNIT HOUR ANALYSIS BASED ON FINANCIAL AND OPERATIONAL DATA FOR A FISCAL YEAR

	1008 HOURS	Manned Ambulance Hours
1. <b>TOTAL UNIT HOURS PER WEEK = (A)</b> Estimated number of hours staffed per week. (See example listed below)		
2. <b>AVERAGE CALL VOLUME PER WEEK = (B)</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.	4249/52.07=81.60	Calls Per Week
3. <b>UNIT HOUR UTILIZATION = (B/A)</b>	81.6/1008=.08	Calls Per Unit Hour
4. <b>SHIFT UTILIZATION = (B/A) x 8 hrs.</b>	.08 x 24= 1.92	Calls Per Unit Shift
5. <b>TOTAL EXPENSES PER WEEK = (C)</b> Take your total expenses per year divided by 52.07 week.	\$ 932013/52.07=17899	Expense Per Week
6. <b>TOTAL EXPENSES PER DAY = (C)/7 Days</b>	\$ 17899/7= 2557	Expenses Per Day
7. <b>COST PER UNIT HOUR: (Line C divided by Line A)</b>	\$ 2557/1008=2.53	Cost Per Unit Hour
B. Depreciation Cost for Ambulance(s) (If not included in #6)	\$ 31.44	Increase for Ambulance Dep.
C. Depreciation Cost for Building(s) (If not included in #6)	\$ 136.98	Increase for Building Dep.
D. Depreciation Cost for Equipment (If not included in #6)	\$ 5.44	Increase for Equipment Dep.
E. Add Lines #7A, #7B, #7C and #7D = (E)	\$ 176.39	Adjusted Cost Per Unit Hour
8. <b>COST PER UNIT SHIFT = (E) x 8 hours</b> The shift length can be adjusted but we have selected the eight hour shift as a standard shift length	\$ 4233.36	Cost Per Unit Shift
9. <b>COST PER CALL = (Line 8 divided by Line 4)</b>	\$ 2204.88	Cost Per Call

# Cost of Labor

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

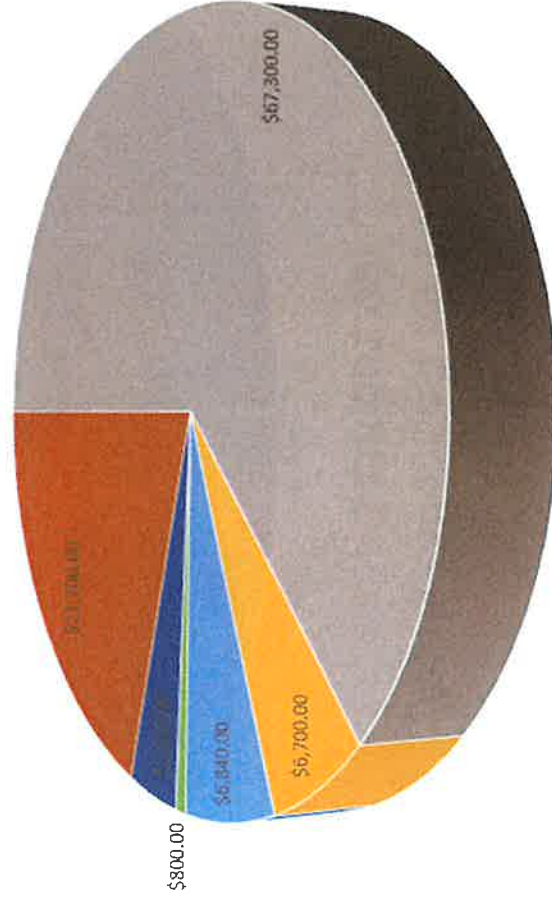
<u>Yearly Labor Cost</u>	
Public Safety	\$64,495.00
Overtime	\$9,653.00
Worker's Comp	\$935.00
Retirement	\$9,037.00
Employee Insurance	\$16,482.00
Payroll Taxes	\$6,059.00
Kelly Pay OT	\$5,055.00
Uniform Cost	\$2,835.00
Other Equipment	\$4,000.00
<b>Total Cost</b>	<b>\$118,551.00</b>



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

# "Other" EMS Costs

"Other" EMS Costs



# Revenue/Cost

## Double Oak Ambulance Service Revenue/Cost

### Revenues

FMFD average collections per call (2022)

\$ 489.00

Number of Transported (billable) Patients

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

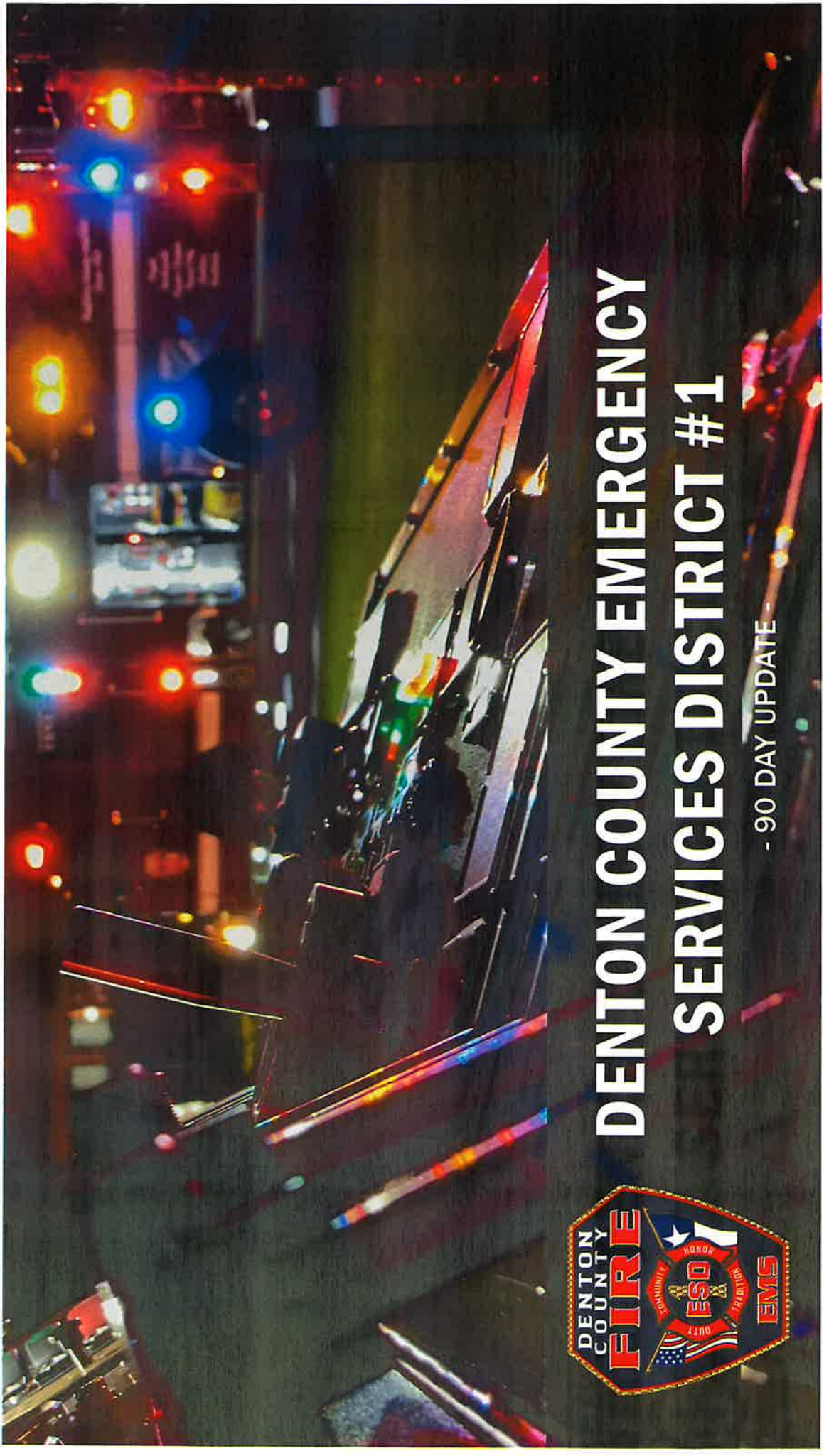
Revenue/Cost Results

\$ (186,973.00)



# Ambulance Rate Presentation





# DENTON COUNTY EMERGENCY SERVICES DISTRICT #1

- 90 DAY UPDATE -

# SHELDON GILBERT

Board President, Princeton Community ESD No. 1

• Resolution effective April 1st

• Update on Assets and Financial Status

• Sheldon Long Term Funding Gap Options

**November 17<sup>th</sup>-18<sup>th</sup>, 2022**  
Arrest & Indictment of Former Fire Chief



**December 2022**  
Replacement of 1 Board Member



**January 2023**  
- Replacement of 2 Board Members  
- Fire Chief Swearing In Ceremony



**April 2023**  
Employee Transition from AVFD to ESD

# RICKY VAUGHAN

Director of Operations

ESD Transition

Consolidation

Strategic Planning

Performance Evaluation

**April 2023**  
Employee Transition from AVFD to ESD



**June 2023**  
Balance FY23 Budget Deficit



**July 2023**  
Develop Strategic Plans



**November 2023**  
Elections – Lantana, ETJs, and EMS District Overlay

## DAVID ALMHOFFERSON

15570 Highway 101, Suite 200, San Diego, CA 92108  
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# MONTHLY REPORT APRIL 2023

- 04/04: Patrol from 11:00 until 13:00.  
Animal Bite reported 165 Creekside Drive. Report.
- 04/07: Patrol from 11:00 until 13:00.  
Animal Bite reported 275 Fox Trot. Report.
- 04/08: Patrol from 09:00 until 11:00. No activity.
- 04/10: Patrol from 10:15 until 12:15.  
Follow up 165 Creekside Drive. CSO  
Dead wildlife initiated 740 block Simmons Road. Disposed.
- 04/12: Patrol from 12:00 until 14:00. No activity.
- 04/15: Patrol from 17:20 until 19:20. No activity.
- 04/17: Patrol from 13:00 until 15:00.  
Stray/injured cat reported 6620 Hawk Road. Trap set.
- 04/19: Stray dog reported 115 Willow Oak Court. RTO.
- 04/20: Patrol from 08:15 until 10:15. No activity.
- 04/22: Patrol from 18:00 until 20:00. No activity.
- 04/23: Patrol from 10:30 until 12:30.  
Sick/injured wildlife reported at 314 E. Carruth Lane. Removed.  
Welfare Concern reported at 317 E. Carruth Lane. CSO.
- 04/26: Patrol from 12:20 until 14:20. No activity.
- 04/27: Patrol from 15:15 until 17:15. No activity.
- 04/28: Snake reported on the porch at 185 Meadow Knoll. Relocated.

## SUMMARY

Total calls received: 8      By Double Oak residents: 7      Initiated by NTACA: 01 Animals  
 impounded:      Dogs: 0      Puppies: 0      Cats: 0      Kittens: 0      Other: 0      Deceased: 1  
 Verbal Warnings issued: 0      Written Warnings issued: 0      Citations: 0

# MONTHLY REPORT MAY 2023

- 05/02: Patrol from 14:30 until 16:30. No activity.
- 05/03: Patrol from 18:00 until 20:00.  
Stray dog brought to the PD. Impounded.  
Stray dog brought to the PD. Impounded.
- 05/06: Patrol from 08:30 until 10:30. No activity.
- 05/09: Patrol from 11:00 until 13:00. No activity.
- 05/10: Patrol from 16:00 until 18:00. No activity.
- 05/13: Patrol from 10:05 until 12:05. No activity.
- 05/15: Patrol from 12:30 until 14:30.  
Nuisance wildlife reported at 470 Cross Timbers Drive. Trap set.
- 05/18: Patrol from 11:15 until 13:15.  
Livestock complaint at 440 Cross Timbers Drive. Pending.  
Welfare concern reported at 6005 Kings Road. Unfounded.
- 05/20: Patrol from 09:45 until 11:45. No action.
- 05/21: Patrol from 09:30 until 11:30.  
Nuisance wildlife reported (bird in the house) at 260 Valley View Trail. Removed.
- 05/22: Nuisance wildlife reported at 125 Ridgebriar Drive. Trap set.
- 05/25: Patrol from 10:10 until 12:10.  
Animal in the trap at 125 Ridgebriar Drive. Relocated.
- 05/29: Patrol from 14:45 until 16:45. No activity.

## SUMMARY

Total calls received:	8	By Double Oak residents:	8	Initiated by NTACA:	0						
Animals impounded:	Dogs: 2	Puppies:	0	Cats:	0	Kittens:	0	Other:	0	Deceased:	0
Verbal Warnings issued:	0	Written Warnings issued:	0	Citations:	0						



**Profit & Loss Budget vs. Actual**

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>400000 · Tax Revenue</b>				
401101 · Current Property Taxes-M & O	1,203,328.80	1,235,201.96	-31,873.16	97.4%
401201 · Penalty & Interest	1,939.48	2,500.00	-560.52	77.6%
401301 · Prior Year Property Taxes	1,911.82	2,000.00	-88.18	95.6%
401315 · Sales Taxes	421,323.83	650,000.00	-228,676.17	64.8%
401601 · Franchise-Cross Timbers Water	18,715.75	24,000.00	-5,284.25	78.0%
401701 · Franchise-Cable TV	24,458.06	35,000.00	-10,541.94	69.9%
401801 · Franchise-Electric	137,129.32	95,000.00	42,129.32	144.3%
401805 · Franchise-Garbage	10,968.94	13,000.00	-2,031.06	84.4%
401811 · Franchise-Gas	22,715.79	17,000.00	5,715.79	133.6%
401901 · Franchise-Telephone	372.37	500.00	-127.63	74.5%
401912 · Prior Year Carry Over	0.00	0.00	0.00	0.0%
400000 · Tax Revenue - Other	0.00	0.00	0.00	0.0%
<b>Total 400000 · Tax Revenue</b>	<b>1,842,864.16</b>	<b>2,074,201.96</b>	<b>-231,337.80</b>	<b>88.8%</b>
<b>420000 · Fines and Forfeitures</b>				
420101 · Court Fines	85,136.23	120,000.00	-34,863.77	70.9%
420113 · Court Forfeitures	0.00	0.00	0.00	0.0%
420000 · Fines and Forfeitures - Other	0.00	0.00	0.00	0.0%
<b>Total 420000 · Fines and Forfeitures</b>	<b>85,136.23</b>	<b>120,000.00</b>	<b>-34,863.77</b>	<b>70.9%</b>
<b>430000 · Licenses and Permits</b>				
430101 · Fences	1,700.00	1,275.00	425.00	133.3%
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	20,285.00	23,000.00	-2,715.00	88.2%
430401 · Roofs	3,115.00	1,275.00	1,840.00	244.3%
430501 · Septic Systems	6,725.00	5,000.00	1,725.00	134.5%
430601 · Sprinkler Systems	510.00	500.00	10.00	102.0%
430701 · Swimming Pools	1,300.00	2,000.00	-700.00	65.0%
430801 · Water Wells	0.00	0.00	0.00	0.0%
430901 · Plats and Subdivision Fees	750.00	0.00	750.00	100.0%
<b>Total 430000 · Licenses and Permits</b>	<b>34,585.00</b>	<b>42,050.00</b>	<b>-7,465.00</b>	<b>82.2%</b>
<b>440000 · Other Revenue</b>				
440101 · Administration Fees	637.00	1,000.00	-363.00	63.7%
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	75,419.79	9,500.00	65,919.79	793.9%
440203 · Police Dept. Contracts	0.00	0.00	0.00	0.0%
440205 · Police Dept. Contributions	0.00	0.00	0.00	0.0%
440206 · Police Training Grants	0.00	0.00	0.00	0.0%
440210 · Police State Training Funds	0.00	0.00	0.00	0.0%
440700 · Insurance Proceeds	0.00	0.00	0.00	0.0%
<b>Total 440000 · Other Revenue</b>	<b>76,056.79</b>	<b>10,500.00</b>	<b>65,556.79</b>	<b>724.4%</b>

**Profit & Loss Budget vs. Actual**

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
<b>440300 · Charges for Services</b>				
440301 · Lien Release	0.00	0.00	0.00	0.0%
440401 · Lot Mowing Fees	0.00	0.00	0.00	0.0%
440501 · Misc. Income	20.00	250.00	-230.00	8.0%
440601 · Sewage Service	12,739.98	25,000.00	-12,260.02	51.0%
440701 · Town Hall Rental Fees	100.00	0.00	100.00	100.0%
<b>Total 440300 · Charges for Services</b>	<b>12,865.98</b>	<b>25,250.00</b>	<b>-12,384.02</b>	<b>51.0%</b>
<b>440400 · Park Funds</b>				
440401A · Gazebo Funds	0.00	0.00	0.00	0.0%
<b>Total 440400 · Park Funds</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>440500 · Carry Over from previous year</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>Total Income</b>	<b>2,051,508.16</b>	<b>2,272,001.96</b>	<b>-220,493.80</b>	<b>90.3%</b>
<b>Gross Profit</b>	<b>2,051,508.16</b>	<b>2,272,001.96</b>	<b>-220,493.80</b>	<b>90.3%</b>
<b>Expense</b>				
<b>510000 · Town Administration</b>				
521000 · Town Salary Adjustments	0.00	0.00	0.00	0.0%
521012 · Attorney Fees	16,509.54	25,000.00	-8,490.46	66.0%
521033 · Custodial Services	3,764.97	5,500.00	-1,735.03	68.5%
521041 · Denton Central Appraisal Dist	5,306.22	8,237.00	-2,930.78	64.4%
521050 · Election Expense	6,929.23	4,500.00	2,429.23	154.0%
521051 · Electricity	3,288.48	6,500.00	-3,211.52	50.6%
521060 · Financial Auditors	12,000.00	10,000.00	2,000.00	120.0%
521070 · Natural Gas	1,106.58	2,000.00	-893.42	55.3%
521073 · Printer Copier	3,795.99	6,000.00	-2,204.01	63.3%
521133 · Ordinance Codification	1,519.90	1,500.00	19.90	101.3%
521160 · Postage	1,286.45	3,000.00	-1,713.55	42.9%
521200 · Tax Billing Expense	1,256.00	1,500.00	-244.00	83.7%
521201 · Communications	4,864.57	11,000.00	-6,135.43	44.2%
521220 · Water	760.07	2,500.00	-1,739.93	30.4%
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%
<b>Total 510000 · Town Administration</b>	<b>91,731.90</b>	<b>121,312.00</b>	<b>-29,580.10</b>	<b>75.6%</b>
<b>520000 · Administrative</b>				
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	18,349.72	25,000.00	-6,650.28	73.4%
521032 · Council Contingency	2,927.68	849.00	2,078.68	344.8%
521034 · Technology Fund	5,798.53	3,500.00	2,298.53	165.7%
521074 · Meetings	51.92	150.00	-98.08	34.6%
521075 · Goodwill	39.96	500.00	-460.04	8.0%
521076 · Incentive Pay	1,096.11	1,500.00	-403.89	73.1%
521090 · General Liability Insurance	3,865.63	5,513.20	-1,647.57	70.1%
521091 · Health/Dental/Life Insurance	14,120.46	17,069.04	-2,948.58	82.7%
521130 · Membership & Dues	1,605.00	1,500.00	105.00	107.0%
521131 · Car Maintenance-Fuel-Travel	0.00	0.00	0.00	0.0%
521150 · Office Supplies	2,209.53	6,000.00	-3,790.47	36.8%
521151 · Other Professional Services	780.00	2,200.00	-1,420.00	35.5%
521153 · Other Supplies	290.15	650.00	-359.85	44.6%

**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	14,562.08	12,580.05	1,982.03	115.8%
521172 · TWC Unemployment Insurance	124.59	2,400.00	-2,275.41	5.2%
521190 · Town Secretary Salary	60,336.40	82,565.60	-22,229.20	73.1%
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	54,548.19	73,839.53	-19,291.34	73.9%
521195 · Overtime	4,285.82	5,000.00	-714.18	85.7%
521196 · TMRS-Retirement	8,123.89	14,149.24	-6,025.35	57.4%
521202 · Training Seminars	1,220.00	2,000.00	-780.00	61.0%
<b>Total 520000 · Administrative</b>	<b>197,064.76</b>	<b>262,147.26</b>	<b>-65,082.50</b>	<b>75.2%</b>
<b>530000 · Public Works</b>				
521021 · Building Repair/Remodeling	10,105.15	10,000.00	105.15	101.1%
521025 · Building Expenditures	10,129.18	12,000.00	-1,870.82	84.4%
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	12,398.75	18,000.00	-5,601.25	68.9%
530101 · Public Works Director Salary	52,432.78	71,750.00	-19,317.22	73.1%
530102 · Public Works Director TMRS	4,809.24	6,229.03	-1,419.79	77.2%
530103 · Public Works Director FICA	3,423.72	5,538.22	-2,114.50	61.8%
530104 · Public Works Director (H/D/L)	10,804.35	13,077.36	-2,273.01	82.6%
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	34,000.00	48,000.00	-14,000.00	70.8%
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	6,905.94	9,000.00	-2,094.06	76.7%
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	535.59	0.00	535.59	100.0%
530200 · Lot Mowing/Tree Trim Service	4,756.72	5,500.00	-743.28	86.5%
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	317.65	2,000.00	-1,682.35	15.9%
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	1,753.02	2,000.00	-246.98	87.7%
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	5,043.84	12,290.00	-7,246.16	41.0%
530250 · Health Inspector	2,400.00	2,500.00	-100.00	96.0%
530260 · Septic Inspections	5,980.00	5,000.00	980.00	119.6%
530270 · Sewage Services	12,154.44	25,000.00	-12,845.56	48.6%
530271 · Vehicle Reimbursement	0.00	0.00	0.00	0.0%
530272 · Incentive Pay	438.33	600.00	-161.67	73.1%
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	1,065.85	500.00	565.85	213.2%

**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%
<b>Total 530000 · Public Works</b>	<b>181,186.61</b>	<b>256,691.81</b>	<b>-75,505.20</b>	<b>70.6%</b>
<b>540000 · Streets and Drainage</b>				
540019 · Engineering General	17,172.00	50,000.00	-32,828.00	34.3%
540060 · Crack Seal & Potholes	586.20	35,000.00	-34,413.80	1.7%
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	7,495.37	7,500.00	-4.63	99.9%
540177 · Public Works Projects Costs	0.00	0.00	0.00	0.0%
540200 · Sign Repair and Replacement	2,820.50	2,000.00	820.50	141.0%
<b>Total 540000 · Streets and Drainage</b>	<b>28,074.07</b>	<b>294,500.00</b>	<b>-266,425.93</b>	<b>9.5%</b>
<b>550000 · Police Department</b>				
550120 · Capital Equipment (Auto)	39,798.69	0.00	39,798.69	100.0%
550135 · Computer Equip/Supplies/SW Main	23,713.65	41,500.00	-17,786.35	57.1%
550140 · Equipment Repair & Maintenance	65.89	1,000.00	-934.11	6.6%
550145 · Health/Dental/Life Insurance	86,498.58	126,276.84	-39,778.26	68.5%
550219 · Membership Dues	435.00	500.00	-65.00	87.0%
550220 · Minor Equipment	413.26	1,000.00	-586.74	41.3%
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	1,971.50	5,000.00	-3,028.50	39.4%
550250 · Postage	0.00	0.00	0.00	0.0%
550251 · Printing	475.51	900.00	-424.49	52.8%
550252 · Police Chief Salary	73,149.05	100,098.70	-26,949.65	73.1%
550253 · Police Asst. Chief Salary	65,014.58	88,967.35	-23,952.77	73.1%
550254 · Police Officers' Salary	274,274.18	455,517.56	-181,243.38	60.2%
550255 · Administrative Assistant PD	0.00	0.00	0.00	0.0%
550256 · Crossing Guard	4,533.30	4,000.00	533.30	113.3%
550257 · Police Department Overtime	7,422.59	15,000.00	-7,577.41	49.5%
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	5,997.90	9,600.00	-3,602.10	62.5%
550271 · Salaries Benefits - FICA	28,180.55	55,349.94	-27,169.39	50.9%
550275 · Salaries Benefits - TMRS	32,003.89	61,909.90	-29,906.01	51.7%
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	3,949.09	14,000.00	-10,050.91	28.2%
550281 · Training	6,149.80	15,000.00	-8,850.20	41.0%
550286 · Training Ammo	2,106.64	5,000.00	-2,893.36	42.1%
550290 · Uniforms	10,396.64	24,000.00	-13,603.36	43.3%
550291 · Patrol Equipment	11,049.29	7,000.00	4,049.29	157.8%
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	10,918.81	30,000.00	-19,081.19	36.4%
550400 · Vehicle Repair & Maintenance	12,731.25	10,000.00	2,731.25	127.3%
<b>Total 550000 · Police Department</b>	<b>738,960.41</b>	<b>1,119,993.49</b>	<b>-381,033.08</b>	<b>66.0%</b>

**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>
<b>560000 · Municipal Court</b>				
560010 · Judges Services	4,300.00	10,000.00	-5,700.00	43.0%
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	4,860.00	10,000.00	-5,140.00	48.6%
560025 · Other Professional Services	1,020.00	480.00	540.00	212.5%
560026 · Court Clerk - Salary	48,535.76	65,820.78	-17,285.02	73.7%
560027 · Court Clerk- FICA	3,742.64	5,632.37	-1,889.73	66.4%
560028 · Court Clerk - TMRS	4,524.65	6,334.93	-1,810.28	71.4%
560029 · Court Clerk Ins (H/D/L)	7,076.16	8,534.52	-1,458.36	82.9%
560030 · Court Clerk - Longevity	905.00	905.00	0.00	100.0%
560031 · Overtime	4,722.27	6,000.00	-1,277.73	78.7%
560035 · Court Supplies,Equip & S/W Main	9,055.23	6,000.00	3,055.23	150.9%
560055 · Membership Dues	0.00	0.00	0.00	0.0%
560076 · Incentive Pay	657.59	900.00	-242.41	73.1%
<b>Total 560000 · Municipal Court</b>	<b>90,879.30</b>	<b>120,847.60</b>	<b>-29,968.30</b>	<b>75.2%</b>
<b>570000 · Double Oak Vol. Fire Department</b>				
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%
<b>Total 570000 · Double Oak Vol. Fire Departm...</b>	<b>62,426.02</b>	<b>116,509.80</b>	<b>-54,083.78</b>	<b>53.6%</b>
<b>Total Expense</b>	<b>1,390,323.07</b>	<b>2,292,001.96</b>	<b>-901,678.89</b>	<b>60.7%</b>
<b>Net Ordinary Income</b>	<b>661,185.09</b>	<b>-20,000.00</b>	<b>681,185.09</b>	<b>-3,305.9%</b>
<b>Net Income</b>	<b>661,185.09</b>	<b>-20,000.00</b>	<b>681,185.09</b>	<b>-3,305.9%</b>

	<u>Jun 16, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
102302 · Independent Bank Money Market	2,843,494.17
102303 · Independent Bank Checking	143,613.96
102304 · Police Lease Training Fund	1,796.18
102306 · John B. Wright Memorial Fund	579.81
102307 · DO Police Dept Chapter 59	8.98
102400 · Petty Cash	499.21
102450 · DATCU	3,282.69
106101 · Certificate of Deposit	430,286.14
<b>Total Checking/Savings</b>	<b>3,423,561.14</b>
<b>Accounts Receivable</b>	
106100 · Accounts Receivable	55,982.90
<b>Total Accounts Receivable</b>	<b>55,982.90</b>
<b>Other Current Assets</b>	
104100 · Bartonville Water Certificate	2,000.00
106150 · Interest Receivable	280.95
106400 · Employee Receivables	155.15
106700 · Property Taxes Receivable	19,263.24
106900 · Prepaid Costs	32,274.55
1499 · Payments Received	-281.24
<b>Total Other Current Assets</b>	<b>53,692.65</b>
<b>Total Current Assets</b>	<b>3,533,236.69</b>
<b>TOTAL ASSETS</b>	<b>3,533,236.69</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
202000 · Accounts Payable	9,802.85
<b>Total Accounts Payable</b>	<b>9,802.85</b>
<b>Other Current Liabilities</b>	
106300 · Allowance for Uncoll Taxes	19,263.24
<b>200000 · Payroll Liabilities</b>	
201200 · FICA/Medicare Withholding	1,077.58
201500 · TMRS Payable	5,216.40
202507 · Dependant Health Care Cover...	-1,324.92
202508 · AFLAC Deduction	65.58
202509 · Child Support Withholding Or...	111.85
202513 · Vision Insurance	471.40
202516 · Dependent Life Insurance	-160.07
200000 · Payroll Liabilities - Other	8,282.44
<b>Total 200000 · Payroll Liabilities</b>	<b>13,740.26</b>

Town of Double Oak  
**Balance Sheet**  
As of June 16, 2023

	<u>Jun 16, 23</u>
200504 · Town Hall Reservation Deposits	500.00
201250 · Cr Card Fees/Collection Charges	131.69
202250 · Town Hall Renovations	200.00
202501 · Court Fees & Fines Due State	35,937.77
202502 · Technology Fees	2,794.56
202503 · Court Security Fees	19,530.58
202504 · Police LEOSE Training Account	933.67
202506 · Child Safety Fund	4,792.52
202511 · Omnibase Fees Due	224.68
202512 · Court Collections	8,977.97
202760 · Time Payment Reimbursement F...	447.78
203002 · Park Fund Account	228.84
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	10,704.39
206500 · Police-Chapter 59	8.98
208000 · Golf Tournament	44.85
<b>Total Other Current Liabilities</b>	<u>474,624.39</u>
<b>Total Current Liabilities</b>	<u>484,427.24</u>
<b>Total Liabilities</b>	<u>484,427.24</u>
<b>Equity</b>	
3000 · Fund Balances	1,082,624.36
3100 · Town Contingency	130,000.00
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	661,185.09
<b>Total Equity</b>	<u>3,048,809.45</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>3,533,236.69</u></u>

June 5, 2023

Town of Double Oak  
320 Waketon Rd  
Double Oak, TX 75077

Mayor Johnson, Town Council and Staff,

Please let this letter serve as notice of my resignation as the town Treasurer. Once a new treasurer is appointed, I will go over the files that are saved within the one drive files on my surface laptop.

It has been a pleasure to serve the Town of Double Oak as your Treasurer since June 2019. While mostly also serving as a council member. I have learned a lot about the town, how a governmental entity works, saw the town through a worldwide pandemic and a winter freeze that no one could have predicted.

Thank you for allowing me to serve in this capacity.

Billie Garrett



A web governance platform that helps you maintain your site through accessibility, QA, SEO, content policies and more!

# Account Order Form

**Current Date:** 2023-06-16

Expiration Date: June 31, 2023

**Prepared by:** Jake Andrade, jake.andrade@optimere.com

**Customer** Town of Double Oak, TX  
320 Waketon Rd.  
Double Oak, TX 75077 USA

**Term Start Date** July 1, 2023  
**Invoicing Date** July 1, 2023 (*Net 30*)  
**Renewal Date** July 1, 2024

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

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

## YEAR 1 OF 1

Monsido Platform - Economy

Web Scanning: 2,500 Pages

Accessibility PDF Scanning: 100

Users: Unlimited

Features: Accessibility, Mobile Accessibility, PDF Accessibility Site Inventory, Quality Assurance, Heartbeat, Policy, SEO, Statistics, Training & Support

**PRICE (USD)**

\$3,480.00

**Total (USD)**

**\$3,480.00**

## MONSIDO ONE TIME PROVISIONING FEE

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.

**PRICE (USD)**

\$696.00

**Total (USD)**

**\$696.00**

## Acceptance

Acceptance of this Account Order Form is subject to the Monsido Terms of Service and includes acceptance of the following; Monsido's maximum liability in performance of the Services to the Customer listed above is limited to the total amount of fees received during the 12 month period immediately preceding the event giving rise to such liability, except that this limitation of liability will not apply to Monsido's indemnification obligations, if any, for intellectual property infringement or personal injury, for which the maximum indemnification liability in aggregate shall be \$1,000,000.

## Americans with Disabilities Act (ADA) Compliance

### **Double Oak Website ADA Compliance Status: Double Oak is currently NOT ADA Compliant.**

When the Double Oak website was migrated to the CivicPlus platform in 2017 it was ADA compliant. What happened? The Town of Double Oak website is not static. It changes almost daily with the addition and removal of outdated content. Town employees that place content on the website are not steeped in ADA compliance and unintentionally post content that is not compliant. This content may appear in an acceptable format to most users but may not be accessible to those with disabilities who are using personal assistive devices.

**Why should we care?** Having non-ADA compliant items hosted on the Town of Double Oak website results in the town being legally liable for fines and substantial expenses associated with becoming compliant, hiring status monitors and compiling detailed reports on an ongoing basis.

**Who is ultimately responsible?** The Town of Double Oak. Any application that is implemented identifies the problem. It is up to the Technology Administrator to resolve the issue. Application software that identifies and tracks problem resolution demonstrates awareness and resolves problems in a timely manner.

**Proposed solution:** Monsido platform.

### **Why Monsido?**

- Integrates with CivicPlus platform that hosts our website. This alleviates having to pay for experts to integrate software applications from different vendors which complicates the process and adds to the cost on an ongoing basis. Double Oak has an IT staff of ONE who supports all of the town's digital operations.
- Used by City of Highland Village, City of Lewisville, City of Coppell, City of Northlake, and Town of Little Elm.
- Vendor provides in-app online support with response times of less than 5 minutes.
- Vendor provides 1 : 1 training
- PDF remediation provided via a unique partnership with CommonLook

### **Monsido software flags content errors:**

- Broken links
- Broken images
- Potential misspellings
- Misspellings

### **Monsido software flags:**

- Large files that may load slowly for those not having high-speed internet access or who are using mobile devices
- Provides the ability to search the entire website for items that should be removed or updated; ex. An employee leaves or retires. Website must be updated to reflect the change.

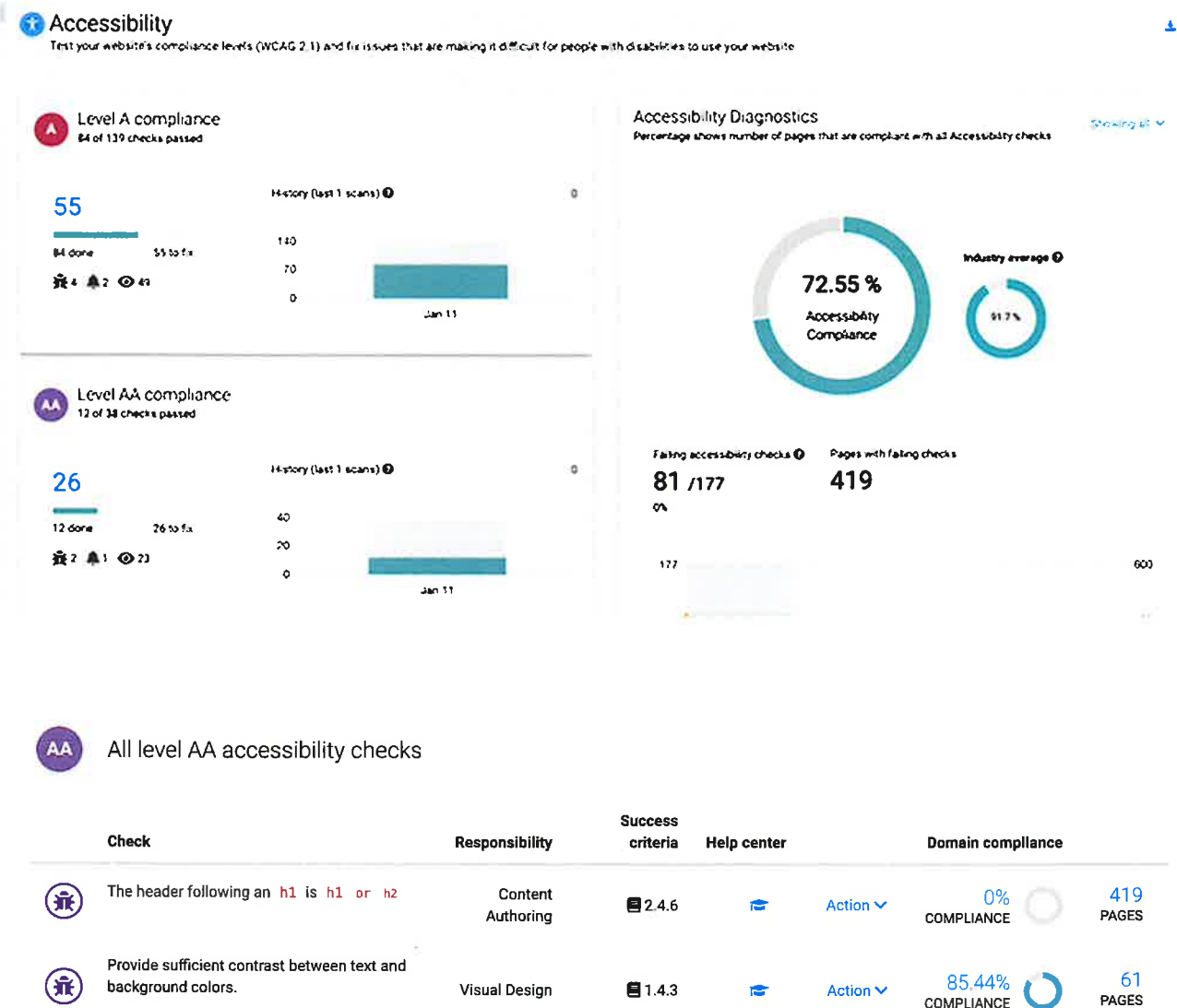
### **Monsido software provides:**

- Real-time notification for website outages
- Tracks changes – demonstrating compliance efforts

### **Monsido status:**

- Double Oak Technology Administrator began working with Monsido on ADA compliance in January 2023.
- Double Oak Technology Administrator engaged with Technology Committee members – Jean Hillyer and Casey Parsons. Jean Hillyer engaged in online vendor meetings with Technology Administrator.
- Monsido surveyed a small portion of the Double Oak website to demonstrate the number and type of errors that the software application identifies. Double Oak Technology Administrator has fixed many of the errors identified. Since the application is not licensed, none of this work has been logged.
- Where does our website currently stand on ADA compliance?  
We were able to do a scan of a sample size of the Town of Double Oak's

website. Here is a snapshot of the ADA compliance score from that sample scan and an example of a couple of errors that need to be addressed.



- Monsido proposal was brought to Double Oak Town Council with a recommendation on April 3, 2023 and again on April 17, 2023. April 17<sup>th</sup> meeting the town council voted affirmatively to license ADA software for the remainder of the 2022-2023 budget year not being aware at the time that Monsido only offers 1-year minimum contracts. The partial year was a budgetary accommodation for Double Oak.
- Councilmember Schoenrade engaged directly with Monsido to inquire about audio and video files. Results: Double Oak's website does not contain audio or video files. Double Oak's website does link to other websites

containing audio and video files including the Double Oak YouTube channel that contains livestreamed town council meetings. Double Oak is NOT liable for any external website it links to.

- Monsido provides a 3-week trial scanning a portion of the Double Oak website concluding on June 9, 2023. Additional errors were found and some the Technology Administrator has had time to resolve. There is a substantial amount of “catch-up” work to be done once this software application has been licensed. The addition of non-compliant documents will be an ongoing issue that must be monitored and resolved to avoid financial liability.
- For our Technology Administrator to achieve and maintain ADA compliance on behalf of the Town of Double Oak, the necessary tool must be licensed and implemented. Alternatively, The Town of Double Oak accepts a substantial liability risk. Basic HTML is all that’s needed to maintain the town website and to resolve existing issues.
- The Town attorney has reviewed the contract and finds that it is similar to other software contracts that Double Oak has. Software vendors have the upper hand and do not negotiate terms and conditions with individual entities.

**Why do we need to do this now? What if we don't prioritize ADA compliance for the website?**

- Most agencies have found the fundamental reason why they need to prioritize ADA compliance now is because, as a government entity, they are responsible for serving all their residents, including those with disabilities. Equal access is imperative to building trust, equity, and inclusion within your community. Another reason is to mitigate legal risk. Below are two links providing information on Settlement Agreements Between the United States of America Department of Justice and McLennan County, Texas under the Americans with Disabilities Act as well as others in Texas and across the United States. These settlements require attorney's fees and result in needing to hire independent consultants, full-time staff people, putting an accessibility scanning tool like Monsido in place, and more. It is fiscally responsible to be proactive, preventative, and inclusive rather than reactive.

- Link to Department of Justice Employment and Employment-related Americans with Disabilities Act Settlement Agreements: Accessibility of Web Sites and Other Information and Communication Technology (ICT) [Appendix: View the Full List of 175 Settlement Agreements - Peatworks](#)
- Justice Department Settles with McLennan County, Texas, Regarding Accessibility of County Services Under the Americans with Disabilities Act [Justice Department Settles with McLennan County, Texas, Regarding Accessibility of County Services Under the Americans with Disabilities Act | OPA | Department of Justice](#)

## What is The American with Disabilities Act and how does it apply to State and Local Governments?

- **The Americans with Disabilities Act (ADA) protects people with disabilities from discrimination.**

Disability rights are civil rights. From voting to parking, the ADA is a law that protects people with disabilities in many areas of public life. [The Americans with Disabilities Act | ADA.gov](#)

- **State and local governments (Title II)**  
 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.” [Guidance on Web Accessibility and the ADA | ADA.gov](#)

**According to Texas Administrative Code Rule 206.50:** "The department shall assist with establishing statewide agency website accessibility compliance goals, and track agency progress towards achieving those goals." Many agencies have found it extremely helpful to have access to their audit history within the Monsido dashboard. This audit history tracks and demonstrates the agency's initial ADA score and every change the agency has made to improve their website compliance over time, resulting at the score they are at now. This demonstrates the agency has taken a proactive stance on achieving ADA compliance, as opposed to "Why don't you have an accessibility plan?"

### **Website must be WCAG Compliant (Web Content Accessibility Guidelines)**

[WCAG 2 Overview](#) | [Web Accessibility Initiative \(WAI\)](#) | [W3C](#)

Monsido is WCAG 2.2 compliant and is closely monitoring draft guidelines for WCAG 3.0 which is planned for implementation" in a few years". The WCAG 3 documents explain how to make the web more accessible to people with disabilities. WCAG 3 applies to web content, apps, tools, publishing, and emerging technologies on the web. [WCAG 3 Introduction](#) | [Web Accessibility Initiative \(WAI\)](#) | [W3C](#)

### **§35.135 Personal devices and services.**

The final rule includes a new §35.135, entitles "Personal devices and services," which states that the provision of personal devices and services is not required by title II. This new section, which serves as a limitation on all of the requirements of the regulation, replaces §35.160(b)(2) of the proposed rule, which addressed the issue of personal devices and services explicitly only in the context of communications. The personal devices and services limitation was intended to have general application in the proposed rule in all contexts where it was relevant. The final rule, therefore, clarifies this point by including a general provision that will explicitly apply not only to auxiliary aids and services but across-the-board to include other relevant areas such as, for example, modifications in policies, practices, and procedures (§35.130(b)(7)). The language of §35.135 parallels an analogous provision in the Department's title III regulations (28 CFR §36.306) but preserves the explicit reference to "readers for personal use or study" in §35.160(b)(2) of the proposed rule. This section does

not preclude the short-term loan of personal receivers that are part of an assistive listening system.

[Americans with Disabilities Act Title II Regulations | ADA.gov](#)

**§35.177 Effect of unavailability of technical assistance.**

Section 35.177 explains that, as provided in section 506(e) of the Act, a public entity is not excused from compliance with the requirements of this part because of any failure to receive technical assistance.

[Americans with Disabilities Act Title II Regulations | ADA.gov](#)



9

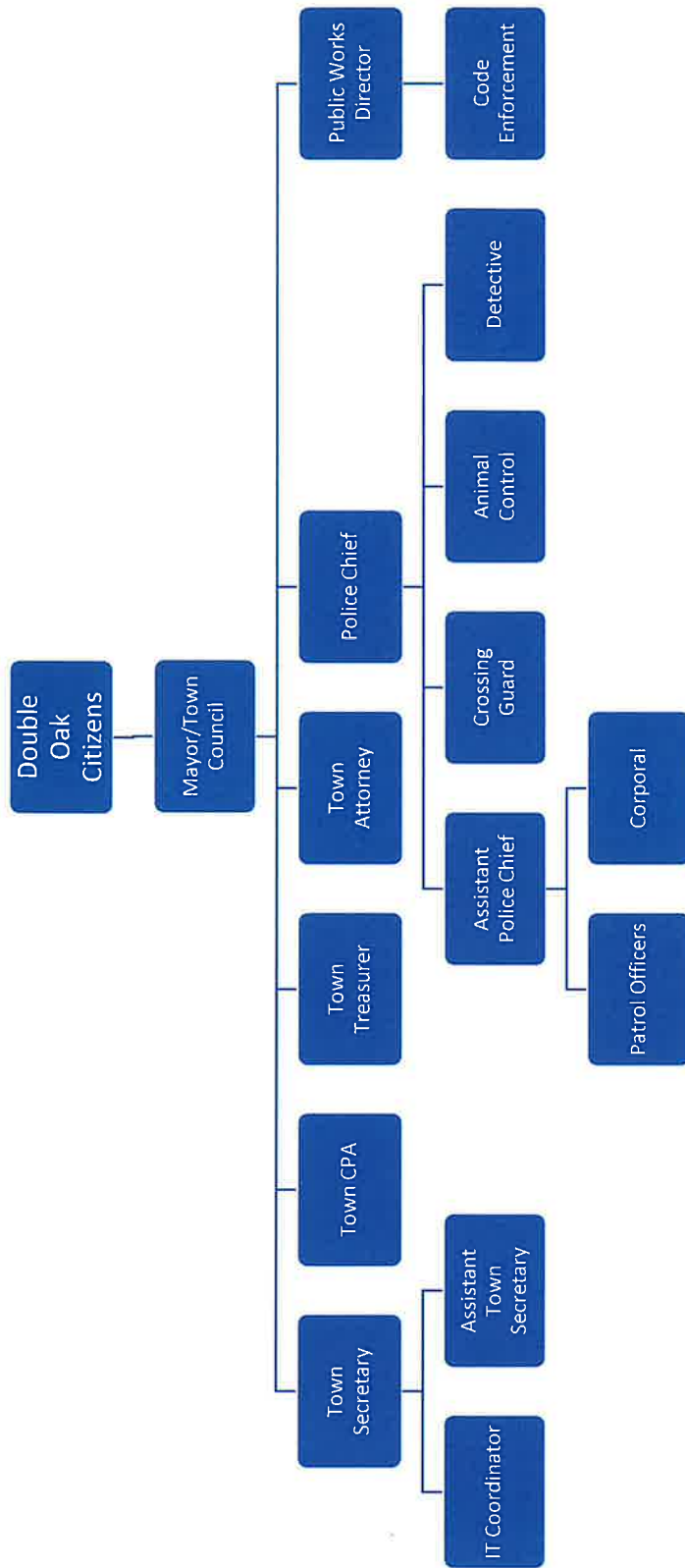
**COUNCIL LIAISON APPOINTMENTS**

Liaison is defined as to perform as neither an advocate nor an opponent but rather to act as a conduit for organizations, staff, boards, commissions, committees, etc. to facilitate communication between Council and entity without prejudice.

<b><u>BOARD/COMMISSION/DEPARTMENT/ORGANIZATION</u></b>	<b><u>LIAISON</u></b>
Double Oak Volunteer Fire Department	Hillyer/
Double Oak Police Department	/
Planning & Zoning Commission	Hillyer/Johnson
Board of Adjustment	/
Upper Trinity Regional Water District	
Cross Timbers Water Supply Corporation	Glover
School Districts/Denton County/Neighboring Towns	
Double Oak Women's Club	Hillyer/

**STANDING COMMITTEES**

<b><u>COMMITTEE</u></b>	<b><u>COUNCIL LIAISON</u></b>	<b><u>MEMBERS</u></b>
Investment Committee		Eileen Kennedy Gary Garrett
Master Plan Committee	Hillyer/Schoenrade	Gary Garrett Karen Smith Pat Wellen
Development Review	Johnson/	Joe Dent Jack Smith Brandon Miller
Ordinance Review Committee	Johnson/Schoenrade	Karen Smith
Information Technology Committee	/Hillyer	Brian Shults
Town Hall Renovation Committee Town Beautification Committee Conservation/Tree Committee		
Roads/Drainage Committee	Hillyer/Schoenrade	Jeff Crannell Gary Garrett Anita Nelson Steve Templer Gary Goodman Nan Bowen Kathy Heimerdinger
50 <sup>th</sup> Birthday Committee	Schoenrade	Bonnie Morrow Mary Johnson Stephanie Gorman Laura Meilinger Pat Wellen



11

**RESOLUTION NO. 23-05**

**TOWN OF DOUBLE OAK  
APPROVAL OF HAZARD MITIGATION PLAN**

WHEREAS natural hazards in the Town of Double Oak area historically have caused significant disasters with losses of life and property and natural resources damage; and

WHEREAS the Federal Disaster Mitigation Act of 2000 and Federal Emergency Management Agency (FEMA) require communities to adopt a hazard mitigation action plan to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS FEMA requires that communities update hazard mitigation action plans every five years in order to be eligible for the full range of pre-disaster and post-disaster federal funding for mitigation purposes; and

WHEREAS, the Town of Double Oak has assessed the community's potential risks and hazards and is committed to planning for a sustainable community and reducing the long-term consequences of natural and man-caused hazards; and

WHEREAS the Denton County Hazard Mitigation Plan outlines a mitigation vision, goals and objectives; assesses risk from a range of hazards; and identifies risk reduction strategies and actions for hazards that threaten the community.

NOW THEREFORE BE IT RESOLVED THAT:

1. The Denton County Hazard Mitigation Plan is approved in its entirety;
2. The Town of Double Oak will pursue available funding opportunities for implementation of the proposals designated therein, and will, upon receipt of such funding or other necessary resources, seek to implement the actions contained in the mitigation strategies;
3. The Town of Double Oak vests with the Mayor the responsibility, authority, and means to inform all parties of this action; assure that the Hazard Mitigation Plan will be reviewed at least annually; and that any needed adjustments will be presented to the Town Council for consideration; and
4. The Town of Double Oak to take such other action as may be reasonably necessary to carry out the objectives of the Plan and report on progress as required by FEMA and the Texas Division of Emergency Management (TDEM).

ADOPTED this \_\_\_\_ day of \_\_\_\_, 2023.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Town Secretary)

# Quote



Linear Traffic Markings LLC  
 1937 Golden Heights Rd #208  
 Fort Worth, TX 76177 US  
 (817) 945-2470  
 estimating@lineartrafficmarkings.com  
 www.lineartrafficmarkings.com

**ADDRESS**  
 City of Double Oak  
 Simmons Rd

**SHIP TO**  
 City of Double Oak

**QUOTE #** 2458  
**DATE** 04/03/2023

ITEM NO	DESCRIPTION	QTY	RATE	AMOUNT
	4" WHITE SOLID THERMOPLASTIC WITH PREP AND SEAL (LF)	9,800	0.90	8,820.00
	4" DOUBLE YELLOW THERMOPLASTIC WITH PREP AND SEAL (LF)	9,800	0.90	8,820.00
	TY-II AA PAVEMENT MARKER (EA)	245	4.00	980.00
	REMOVAL OF PAVEMENT MARKER (EA)	1,633	0.66	1,077.78
	24" STOP BAR THERMOPLASTIC RETRACE (LF)	77	6.50	500.50

Included MOB Permanent Markings (1 EA)  
 Additional MOB \$2,500 (EA)

**SUBTOTAL** 20,198.28  
**TAX** 0.00  
**TOTAL** **\$20,198.28**

If any additional mobs are needed due to a lack of preparedness (ie. entire project is incomplete and/or unable to be striped on one trip), obstruction or any other impediments beyond our control an additional mob will be added each subsequent trip.

- The below conditions apply if contract accepted:
- \*Quote is good for the item and quantity listed only, additional requests will require a change order
  - \*No prior cleaning or sweeping of commercial debris
  - \*No Work Zone
  - \*Minimum 2 weeks notice required for move-in
  - \*Bonding fees not included
  - \*Sales Tax not included
  - \*Payment due in 30 days
  - \*Estimate valid for 10 days

Accepted By

Accepted Date

to be the complete and exclusive agreement between the parties, superseding all prior agreements, written or oral, and all other communications between the parties relating to the subject matter of this agreement. No employee of General Striping, LLC or any other party is authorized to make any warranty in addition to those made in this agreement.

Not Assignable. This Contract and Warranty shall not be assigned and is non-transferable.

Severability. Any term or provision of this Contract that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

Attorney's Fees. In any legal action brought in connection with this contract, the prevailing party will be entitled to its reasonable and necessary attorneys' fees and all costs related thereto.

Jurisdiction and Venue. This Agreement shall be governed by and construed and interpreted in accordance with the substantive Laws of the State of Texas, without giving effect to any choice of law or conflicts of law provision that would cause the application of the laws of any jurisdiction other than Texas. Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision of this Agreement, or based on any right arising out of this contract, shall be brought by or against a party in the state or federal district courts located in Tarrant County, Texas, and each party consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. In any such action, each party agrees to waive any right it may have to a trial by jury and agrees that such dispute shall be tried before a judge sitting without a jury. The parties hereby waive any objection to such jurisdiction or venue for any reason, including inconvenient forum.

By signing, customer agrees and acknowledges that the estimate outlined herein becomes a binding contract for the identified services at the prices listed above; and, that customer acknowledges that it has read and agrees to all terms and conditions contained hereon.

Accepted By: \_\_\_\_\_  
Town of Double Oak

\_\_\_\_\_ Accepted Date

Thank you for contacting General Striping  
We take great pride in our work and a job well done

**General Striping, LLC**  
2205 Wenneca Ave.  
Fort Worth, TX 76102  
682-224-0240  
bids@generalstriping.com  
www.generalstriping.com



**ADDRESS**  
Randall Anglin  
Town of Double Oak  
320 Waketon Road  
Double Oak, TX 75077

**ESTIMATE #:** CS23050402  
**Date:** 5/4/2023

**PROJECT:** Simmons Rd thermo & RPMs - vic 330 Timberleaf Dr, Double Oak, TX 75077 (CS23050402)

SCOPE OF WORK	TOTAL
<b>Thermoplastic Surface Preparation &amp; Sealant (Qty: 10462)</b>	<b>\$9,913.40</b>
1a - Prep & Seal 4" white: Qty 10,090 LF @ \$0.89	
1b - Prep & Seal double 4" yellow: Qty 105 LF @ \$1.70	
2c - Prep & Seal 12" white: Qty 90 LF @ \$1.70	
2d - Prep & Seal 24" white: Qty 177 @ \$3.40	
<b>Striping &amp; Stenciling (Qty: 10462)</b>	<b>\$12,268.00</b>
2a - Extruded solid 4" white edge striping: Qty 10,090 LF @ \$1.00	
2b - Extruded solid double 4" yellow centerline: Qty 105 LF @ \$3.00	
2c - Extruded solid 12" white crosswalk bars: Qty 90 LF @ \$3.00	
2d - Extruded solid 24" white stop bars: Qty 177 @ \$9.00	
<b>Raised Pavement Markers (Qty: 1212)</b>	<b>\$7,272.00</b>
Type II-A-A and Type Y RPMs spaced @ 8' intervals defining the center of the roadway. Type II-A-A spaced @ 80' intervals along the double-yellow centerline striping.	
<b>Mobilization / Installation</b>	<b>\$13,425.00</b>
Cost Includes labor & overhead for the activation of our physical and manpower resources for transfer from home station to your job-site until the completion of the authorized work.	
Subtotal:	\$42,878.40
*0% Tax:	\$0.00
<b>TOTAL:</b>	<b>\$42,878.40</b>

**Terms:**

A copy of the Town's sales tax exemption will be needed if our proposal is accepted.

Thank you for contacting General Striping  
We take great pride in our work and a job well done

Supply chain issues have caused both material shortages and higher demands for the remaining materials on our suppliers' shelves. Material prices have risen across the board, with future price increases still possible. Material prices are subject to change.

This proposal is valid for 30 days.

Exclusions from Price. The price on the face of this document does not include expenses or charges for additional bond or insurance premiums or costs beyond General Striping, LLC's normal insurance coverage. Any such additional costs required will be added to the amount of the Contract and borne solely by customer.

Change Orders. All changes must be in writing and signed by both an officer of General Striping, LLC and customer.

Payment. Unless agreed to in writing signed by an officer of General Striping, LLC, payment in full is due upon project / job completion. All late payments will incur an additional five (5%) interest fee.

Markings. All stencils for Fire Lane included. All 6" Fire Lanes striped and stenciled in accordance with (IAW) Fire Code 19607-03-2011. All ADA Handicap ramping, striping and pavement markings shall conform to the Americans With Disabilities Act of 1994, the Texas Architectural Barriers Act of 1994, and IAW the International Symbol of Accessibility; and all addendum and updates.

Performance conditions, scheduling, and mobilization. The nature of General Striping, LLC's services requires certain conditions. Specifically, dry surface for application and temperatures within the manufacturer's recommended ranges (Required Conditions). Customer agrees and understands the necessity of the both Required Conditions and understand that such requirement requires flexible scheduling. Accordingly, customer agrees to hold General Striping, LLC harmless for any and all delays or damages related to General Striping, LLC's inability to perform due to the absence of one or both of the Required Conditions. Customer further agrees that failure to notify General Striping, LLC of the absence of any Required Condition prior to General Striping, LLC's mobilization to the job site will result in additional fees for each additional mobilization related to rescheduling or completion of the project.

Warranty. General Striping, LLC warrants that paint application provided by General Striping, LLC will remain in-place, as installed for a period of one-year from the date of application. **EXCLUSIONS** from the foregoing warranty: (1) application of paint or other materials to any surface for which the customer has refused power-washing services provided by General Striping; (2) application of paint to any surface under customer's direction in temperatures outside of the manufacturer's recommended temperature range(s); (3) applications that have not been allowed to cure for 24 hours before opening to traffic or use; (4) application of paint to sealed concrete; (5) normal wear and tear; (6) intentional, criminal, or negligent acts of the client or third-parties; (7) abuse; (8) failure to properly maintain the applied paint; (9) acts of war or civil disorder; or (10) acts of God.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. General Striping, LLC's liability shall be limited to no more than the fees paid to it under this agreement. In no event shall General Striping, LLC be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability or any other legal theory. This limitation does not apply to personal injuries. Any limitation contained herein is not applicable in any state in which it is not permitted.

Merger and Modification. Unless modified in writing signed by both parties, this agreement is understood

Thank you for contacting General Striping  
We take great pride in our work and a job well done

# STRIPE-A-ZONE

PAVEMENT MARKING  SPECIALISTS ®

Since 1950

Stripe-A-Zone  
2714 Sherman Street  
Grand Prairie, Texas 75051

04/28/2023

Zac Cope      817-542-3517   [zcope@stripe-a-zone.com](mailto:zcope@stripe-a-zone.com)  
Brandon Tellez   817-291-0069   [btellez@stripe-a-zone.com](mailto:btellez@stripe-a-zone.com)

QUOTE  
TO ESTIMATING DEPARTMENT

JOB	LOCATION	START DATE
2304-023 - CITY OF DOUBLE OAK-SIMMONS RD		TBD

Bid Item	Description	Quantity	Unit	Unit Price	Ext Price
0666 6012	Reflective Pavement Marking TY I W SLD 4"	9,906.000	LF	\$ 0.750	\$7,429.50
0666 6048	Reflective Pavement Marking TY I W SLD 24"	180.000	LF	\$ 9.450	\$1,701.00
0666 6125	Reflective Pavement Marking TY I Y SLD 4"	9,680.000	LF	\$ 0.750	\$7,260.00
0666 6170	Reflective Pavement Marking TY II W SLD 4"	9,906.000	LF	\$ 0.350	\$3,467.10
0666 6182	Reflective Pavement Marking TY II W SLD 24"	180.000	LF	\$ 3.250	\$ 585.00
0666 6207	Reflective Pavement Marking TY II Y SLD 4"	9,680.000	LF	\$ 0.350	\$3,388.00
0672 6009	Raised Pavement Marker CL B REFL TY II A-A	124.000	EA	\$ 8.250	\$1,023.00
0677 6001	Eliminate Existing Pavement Marking 4"	10,118.000	LF	\$ 0.700	\$7,082.60
0677 6007	Eliminate Existing Pavement Marking 24"	180.000	LF	\$ 3.500	\$ 630.00
0677 6038	Eliminate Existing Pavement Markers	1,894.000	EA	\$ 3.850	\$7,291.90
0678 6001	Pavement Marking Preparation 4"	19,586.000	LF	\$ 0.100	\$1,958.60
0678 6008	Pavement Marking Preparation 24"	180.000	LF	\$ 1.000	\$ 180.00
<b>Grand Total:</b>					<b>\$41,996.70</b>

Project bid date: 04/28/2023

TRAFFIC CONTROL: FOR STRIPE-A-ZONE'S EQUIPMENT ONLY.  
 MOBILIZATIONS: ONE MOBILIZATION INCLUDED FOR FINAL STRIPING.  
 ADDITIONAL MOBILIZATIONS: \$7500 EACH PLUS UNIT PRICES OF INSTALLED ITEMS.  
 AREA TO BE CLEANED BY CONTRACTOR PRIOR TO STRIPING OPERATIONS.  
 REPAIRS TO SCARRED OR DAMAGED ROADWAY UPON MARKING ELIMINATION IS EXCLUDED.  
 PLEASE ALLOW ONE MONTH FOR SCHEDULING.



ITEMS NOT SPECIFICALLY NOTED WILL BE ADDITIONAL.

STRIPE-A-ZONE IS NOT LIABLE FOR DAMAGES OF ANY UNDERGROUND UTILITIES.

Any court action resulting from this agreement will be conducted in Tarrant County, Texas.

This proposal shall be attached to and become a part of any contract signed between STRIPE-A-ZONE and the contractor.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs will be executed only upon written orders, and all will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, wind damage and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature

*Brandon Tellez*

Brandon Tellez, Estimator

Notes: (1) This proposal may be withdrawn by us if not accepted within 30 days.  
(2) Bid excludes Bonds unless noted.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_



4655 Blacklick Eastern Road • Baltimore, OH 43105 • Phone: 614.759.6896

Randall Anglin  
Phone: 972-539-9464

Job Address:  
320 Waketon Rd.  
Double Oak, TX 75077

Print Date: 6-16-2023

### Proposal for Randall Anglin

Thank you for allowing my company to provide a proposal for your project. I believe Columbus Hardscapes is well suited to complete this project, and hope to have the opportunity to show you just how good we are. Please let me know if you have any questions or concerns about your project proposal. Please also review the terms and conditions and warranty information card attached, and remember that your electronic acceptance of this proposal is all we need to get moving!

Best Wishes, as we get look forward to working with you!

#### Paver Pick Up and Clean

Qty/Unit	Unit Price	Price
6,412	\$5.00	\$32,060.00

#### Relaying the Pavers

Qty/Unit	Unit Price	Price
6,412	\$5.00	\$32,060.00

#### Recrowning of the Road

Qty/Unit	Unit Price	Price
6,412	\$10.00	\$64,120.00

#### Warrantee disclaimer

We typically don't offer warrantee on commercial jobs, but I'm so confident in our system and workmanship I will offer a 12 month warrantee on this project if we repair the whole roadway. If the surface fails because of poor workmanship, we will fix for FREE!!!

Qty/Unit	Unit Price	Price
1	\$0.00	\$0.00

Total Price: \$128,240.00

PROJECT TERMS AND CONDITIONS:

**Upon Electronic Acceptance of the Proposal, The Customer hereby accepts the terms set forth below.**

**This Agreement is made effective between "The Customer" and Columbus Hardscapes, LLC (" The Company"). The Company has provided The Customer the attached proposal and The Customer desires that The Company provide the services and products, including the construction and installation of the project as described in the Proposal. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:**

**1) PROJECT.** The Proposal, which includes the scope of work of the project and the itemized costs (including the "Proposal Total"), is incorporated into this Agreement as fully written herein. The Company agrees to construct and install the project as described in the Proposal, subject to the terms and conditions in this Agreement.

**2) CONTRACT PRICE AND PAYMENT.** The "Proposal Total" is the Contract Price, subject to any Change Orders as described in Section 3 of this Agreement. Upon electronic acceptance of the Proposal, The Customer agrees to the following Payment Schedule.

a. **\$2500.00** due at the time of agreement. The deposit is non-refundable and will be applied toward the Contract Price.

b. For projects under \$100,000 in Total, The Customer shall pay:

**60 percent** (%) of the Contract Price on the first day that The Company commences work on the project.

**The Balance** of the Contract Price, upon completion of Punch-Out and Final Walk-thru.

c. For projects over \$100,000 in Total, The Customer shall pay:

**40 percent** (%) of the Contract Price on the first day that The Company commences work on the project.

**25 percent** (%) due at the halfway point in the project as accounted by the Project Manager.

**30 percent** (%) due upon Final Hardscape

**The Balance** of the Contract Price, upon completion of Punch-Out and Final Walk-thru.

d. Any Change Orders approved by The Customer, as outlined below in Section 3.

Any invoices that are not paid within Five (5) business days of Final Walk-thru shall accrue interest from the date the payment is owed at the rate of 1.5% per month. The Company will seek all remedies afforded to it under the applicable laws to collect any unpaid portion, including any out-of-pocket expenses as well as any and all damages allowed by law, which may include but not be limited to fees to retain a collection agency, fees for legal counsel, any court costs, and any out-of-pocket expenses. Additionally, no warranties will be issued or valid until full payment is received by The Company, including any and all collection costs. Certain projects with special order products may require down payment prior to commencement.

**3) CHANGE ORDERS.** The Company will make reasonable efforts to complete the project as designed. Circumstances may arise which are beyond the control of The Company that may prevent construction of the project as exactly planned. The Company will make reasonable efforts to minimize this impact on the design and construction. The Customer acknowledges this possibility and accepts the action The Company will take to minimize the potential change in design to the project. In addition, The Customer may request additional changes in the project after this Agreement is in place, but prior to the installation. All changes must be in writing and agreed to by both parties as evidenced by The Customer's electronic signature. This written change agreement shall define the change(s) and outline any additional costs to this Agreement.

a. Any Change Order under \$5,000 in cost, due to additional work performed by The Company pursuant to a written order by the parties shall be added to the Contract Price and paid for in accordance with Section 2 of this Agreement.

b. Any Change Order over \$5,000 in cost, due to additional work performed by The Company pursuant to a written order by the parties may be paid in full at the time of signing the change order. The Company will decide if the Change Order needs to be paid in full or added to The Balance at the end of the project.

To the extent that there are any hidden conditions which impact The Company's construction and installation of the project, The Company will immediately notify The Customer and the parties will agree to a written Change Order authorizing changes to the project due to the hidden conditions, which will include any additional costs required because of additional work by The Company.

**4) PERMITS.** The Company is responsible for securing necessary permits from city or township, unless otherwise included as a separate line item in The Proposal. The Customer is responsible for securing Home Owner Association (HOA) approval of the project prior to commencement. The Customer will assist The Company in obtaining any additional documentation or forms needed to complete the permitting process.

**5) PROPERTY AND UTILITIES.** The Company will contact OUPS at **1-800-362-2764**, which is the underground utility locating service in Ohio, one week prior to work beginning. Flags and spray paint will be applied to mark known utilities on the property. The Company shall not be held liable for property damage to all secondary underground utilities not marked, including but not limited to, non-commercial gas lines, irrigation lines, non-commercial coaxial cable, fiber optic lines, underground electric not to code, dog fences, etc. or any hidden obstructions or conditions.

The Customer is responsible for marking all property boundaries, if necessary. Access to the project site must be determined and cleared with any neighbors prior to commencement. Encroachments onto neighbor's properties will be fully repaired at the cost of the customer.

**6) PROJECT START AND COMPLETION.** An estimate of the number of days to complete the project and an expected start date are provided as a courtesy. There may be delays in the commencement date and completion date due to poor weather, previous project delays, accidents, or other unknown circumstances beyond the control of The Company. Those delays will not alter or invalidate any part of this Agreement, nor will they entitle The Customer to additional rights under this Agreement.

**7) PUNCH-OUT AND BACKORDERED MATERIAL.** There will be a Punch-out and final walk through at project completion. In the event of a delay to the completion of the job, The Customer agrees to pay the company for all work completed to date as laid out in Section 2, minus the open or back-ordered material.

**8) CANCELLATION / TERMINATION.** The Customer may cancel this Agreement by mailing or emailing written notice to The Company before midnight the third (3<sup>rd</sup>) business day after The Customer has signed the Electronic Agreement. The Customer will receive full financial reimbursement for any monies paid, minus the nonrefundable deposit. If after the third (3<sup>rd</sup>) business day The Customer wishes to terminate this Agreement, The Customer must give The Company ten (10) days advance written notice prior to commencement of project. The Company will retain any monies paid by The Customer up to the effective date of termination and is entitled to any expenses for materials or other expenses incurred by The Company.

The Company has the right to terminate the Agreement for reason. These reasons may include but not be limited to, unforeseen delays that arise prior to commencement that creates deadline issues; The Customer does not trust the crew or owner to make "standard practice" decisions; The Customer is unreasonable to work with and/or exhibits no will or desire to work through project issues. All decisions to terminate the Agreement will be made in writing (letter or email) by The Company.

**9) INDEMNIFICATION.** The Customer agrees, to the fullest extent permitted by law, to indemnify and hold harmless The Company from and against any and all damage, losses or cost (including reasonable attorney's fees and defense costs) caused in whole or in part by The Customer's acts, errors or omissions and those of anyone for whom The Customer is legally liable. The Company agrees to indemnify, subject to Section 12 below, The Customer for damages to the extent arising from The Company's own negligent errors, acts or omissions.

**10) LIABILITY.** The services to be performed by The Company under this Agreement are intended solely for the benefit of The Customer. Nothing contained herein shall create any duties on the part of The Company toward any person or persons not a party to this Agreement. The Customer agrees to indemnify and hold harmless The Company from any third-party claims, including reasonable Attorney's fees, except when such actions are judged to be a direct result of The Company's sole negligence. The Company's total aggregate liability for any and all damage from any and all causes or claims against it will be limited to a sum not to exceed the Contract Price.

**11) DISPUTE RESOLUTION.** All claims or disputes between The Customer and The Company arising from services performed under this Agreement or the performance of any duties or obligations hereunder shall be submitted to mediation, and if mediation is unsuccessful then it will be submitted for binding arbitration with the American Arbitration Association. Both parties agree that any judgements or ruling issued through arbitration shall be final. The venue for all arbitration herein shall be in Columbus, Ohio. The laws of the state of Ohio shall govern this Agreement. All disagreements will be dealt with immediately and fairly between both parties and will only seek legal counsel if agreeable terms are not met within six (6) months.

**12) FORCE MAJEURE.** All obligations of The Company hereunder shall be temporarily stayed and extended for the period of time its performance is impeded by an act of God or other non-financial event outside of The Company's control.

**13) WAIVERS.** No failure or delay of any party hereto in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof of the exercise of any other right hereunder.

**14) NOTICES.** Any notice, demand, or other communication required to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served if sent by certified or registered mail, return receipt requested, or delivered by pre-paid courier service or sent by email.

I AGREE TO ALL TERMS AND CONDITIONS OUTLINED HERE AND WISH TO MOVE FORWARD WITH THIS PROJECT.

**Upon Electronic Acceptance of The Proposal, The Customer hereby accepts the terms set forth above.**

I confirm that I have read the full proposal, project terms and conditions, and warranty information. My electronic signature and acceptance represents my approval and is binding per the terms and conditions attached.

**Signature:**

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**Date:**

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**Print Name:**

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4655 Blacklick Eastern Road • Baltimore, OH 43105 • Phone: 614.759.6896

Randall Anglin  
Phone: 972-539-9464

Job Address:  
320 Waketon Rd.  
Double Oak, TX 75077

Print Date: 6-16-2023

## Proposal for Randall Anglin and the town of Double Oak

Thank you for allowing my company to provide a proposal for your project. I believe Columbus Hardscapes is well suited to complete this project, and hope to have the opportunity to show you just how good we are. Please let me know if you have any questions or concerns about your project proposal. Please also review the terms and conditions and warranty information card attached, and remember that your electronic acceptance of this proposal is all we need to get moving!

Best Wishes, as we get look forward to working with you!

### Paver Pick Up and Cleaning

We will pick up the existing pavers and clean and stack on pallets out of the way, while the roadway is reworked.

Qty/Unit	Unit Price	Price
685	\$7.50	\$5,137.50

### Re Crowning of the Road

We will need to excavate approx. 10- 12", compact the sub soil. Then lay geotextile fabric over the subsoil to create a barrier between the soil and the gravel base layer. We then add gravel in 2" lifts to insure proper compaction. We will provide the additional 4-6 tons of materials needed to get to the proper height making sure there is a crown in the middle of the road to provide proper drainage to the sides.

Qty/Unit	Unit Price	Price
685	\$10.00	\$6,850.00

### Relay Pavers

We will relay the existing material in the same pattern as has already been done, ensuring that the pavers will be at 1/8" higher than the existing concrete curbing, so when we plate compact the final surface will be level with the curb. Finally, we will sweep in with polymeric sand to help stabilize the joints and fill in any extra voids.

Qty/Unit	Unit Price	Price
685	\$7.50	\$5,137.50

Total Price: \$17,125.00

PROJECT TERMS AND CONDITIONS:

Upon Electronic Acceptance of the Proposal, The Customer hereby accepts the terms set forth below.

**This Agreement is made effective between "The Customer" and Columbus Hardscapes, LLC (" The Company"). The Company has provided The Customer the attached proposal and The Customer desires that The Company provide the services and products, including the construction and installation of the project as described in the Proposal. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:**

**1) PROJECT.** The Proposal, which includes the scope of work of the project and the itemized costs (including the "Proposal Total"), is incorporated into this Agreement as fully written herein. The Company agrees to construct and install the project as described in the Proposal, subject to the terms and conditions in this Agreement.

**2) CONTRACT PRICE AND PAYMENT.** The "Proposal Total" is the Contract Price, subject to any Change Orders as described in Section 3 of this Agreement. Upon electronic acceptance of the Proposal, The Customer agrees to the following Payment Schedule.

a. **\$2500.00** due at the time of agreement. The deposit is non-refundable and will be applied toward the Contract Price.

b. For projects under \$100,000 in Total, The Customer shall pay:

**60 percent** (%) of the Contract Price on the first day that The Company commences work on the project.

**The Balance** of the Contract Price, upon completion of Punch-Out and Final Walk-thru.

c. For projects over \$100,000 in Total, The Customer shall pay:

**40 percent** (%) of the Contract Price on the first day that The Company commences work on the project.

**25 percent** (%) due at the halfway point in the project as accounted by the Project Manager.

**30 percent** (%) due upon Final Hardscape

**The Balance** of the Contract Price, upon completion of Punch-Out and Final Walk-thru.

d. Any Change Orders approved by The Customer, as outlined below in Section 3.

Any invoices that are not paid within Five (5) business days of Final Walk-thru shall accrue interest from the date the payment is owed at the rate of 1.5% per month. The Company will seek all remedies afforded to it under the applicable laws to collect any unpaid portion, including any out-of-pocket expenses as well as any and all damages allowed by law, which may include but not be limited to fees to retain a collection agency, fees for legal counsel, any court costs, and any out-of-pocket expenses. Additionally, no warranties will be issued or valid until full payment is received by The Company, including any and all collection costs. Certain projects with special order products may require down payment prior to commencement.

**3) CHANGE ORDERS.** The Company will make reasonable efforts to complete the project as designed. Circumstances may arise which are beyond the control of The Company that may prevent construction of the project as exactly planned. The Company will make reasonable efforts to minimize this impact on the design and construction. The Customer acknowledges this possibility and accepts the action The Company will take to minimize the potential change in design to the project. In addition, The Customer may request additional changes in the project after this Agreement is in place, but prior to the installation. All changes must be in writing and agreed to by both parties as evidenced by The Customer's electronic signature. This written change agreement shall define the change(s) and outline any additional costs to this Agreement.

a. Any Change Order under \$5,000 in cost, due to additional work performed by The Company pursuant to a written order by the parties shall be added to the Contract Price and paid for in accordance with Section 2 of this Agreement.

b. Any Change Order over \$5,000 in cost, due to additional work performed by The Company pursuant to a written order by the parties may be paid in full at the time of signing the change order. The Company will decide if the Change Order needs to be paid in full or added to The Balance at the end of the project.

To the extent that there are any hidden conditions which impact The Company's construction and installation of the project, The Company will immediately notify The Customer and the parties will agree to a written Change Order authorizing changes to the project due to the hidden conditions, which will include any additional costs required because of additional work by The Company.

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**Signature:**

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**Date:**

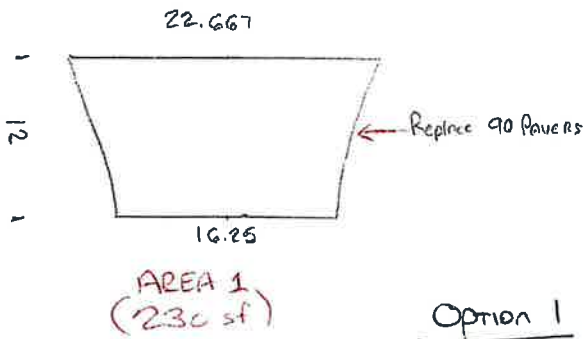
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**Print Name:**

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Turf Brothers  
Sean Mc Garry

Double Oak  
Barron Lane

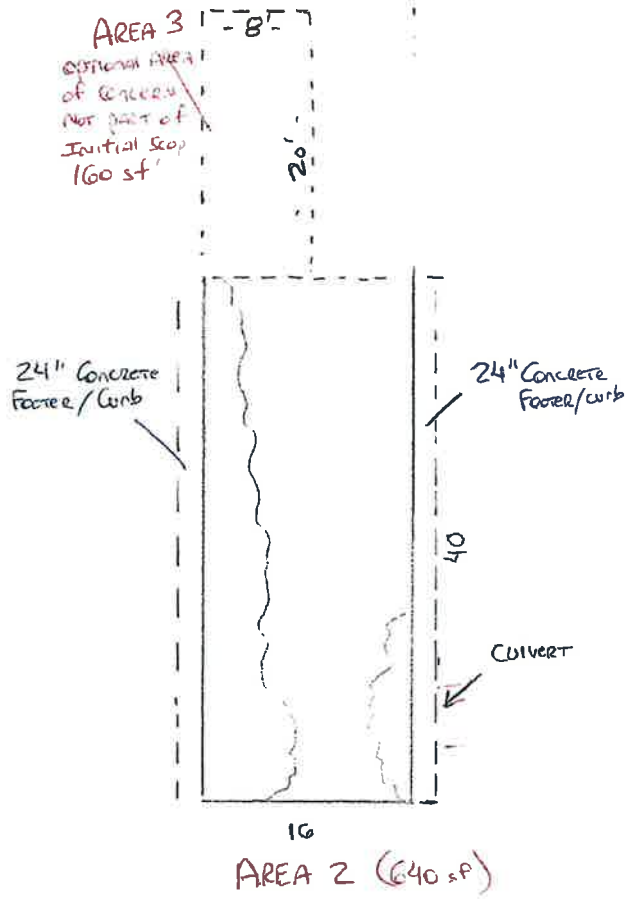


Option 1  
AREA 1 and 2  
\$11,860

- \* No curbing
- \* No Area 3

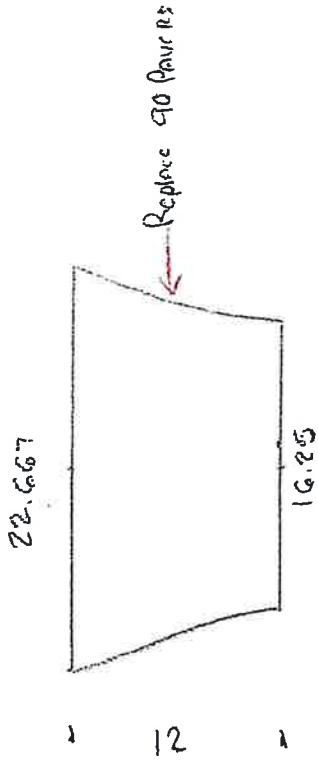
Option 2  
\$12,890

Includes option 1  
+ 3/8" x 4" Iron  
Border along curb  
50'



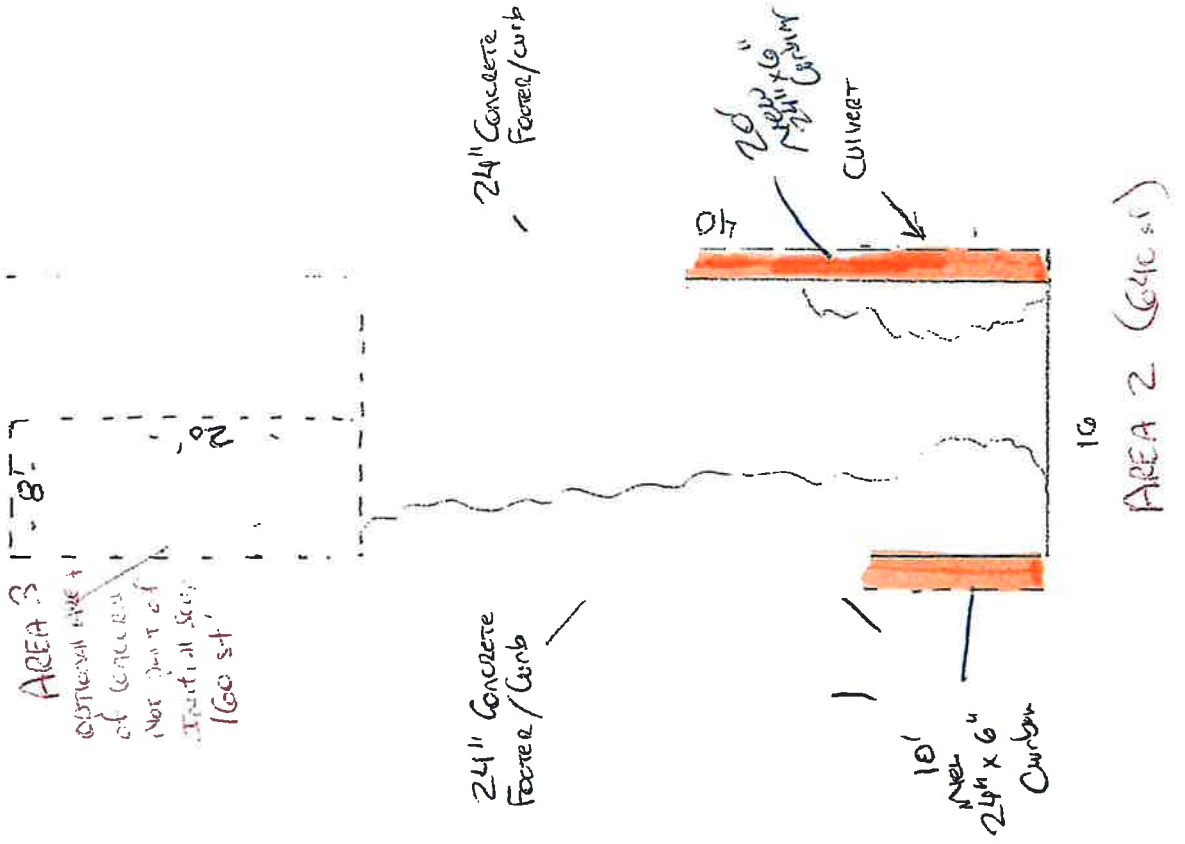
Turf Brothers  
Sean McEnery

Double Oak  
BRITTON LAKE



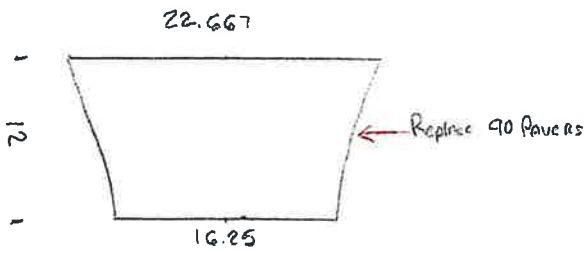
AREA 1  
(230 sf)

Option 3  
Area 1 & 2  
Includes  
\$14,900



Turf Brothers  
Sean Mc Ginty

Double Oak  
Blotton Lane



AREA 1  
(230 sf)

Option 1

AREA 1 and 2

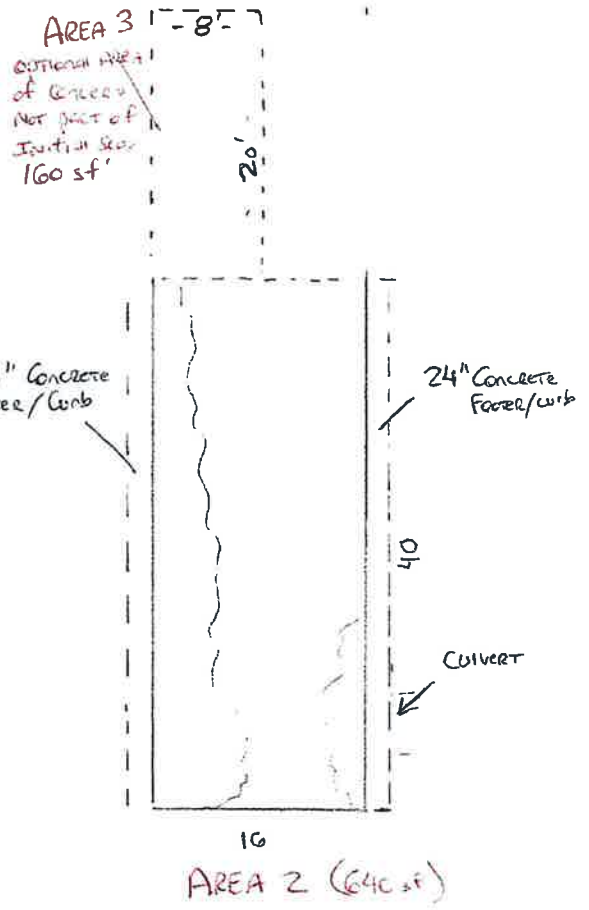
\$11,860

- \* No curbing
- \* No Area 3

Option 2

\$12,890

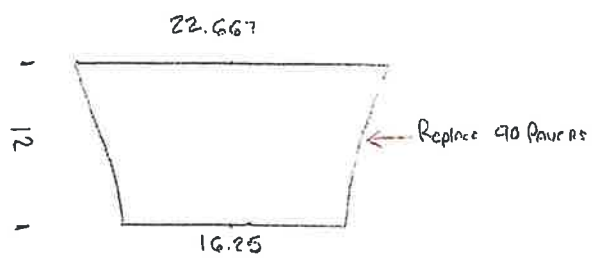
Includes option 1  
+ 3/8" x 4" Iron  
Border along curbing  
50'



AREA 2 (640 sf)

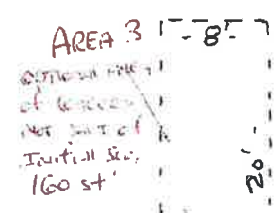
Turf Brothers  
Sean McGrady

Double Oak  
Bramon Lane



AREA 1  
(236 sf)

Option 3  
Area 1 + 2  
Includes  
\$14,900



24" Concrete  
Footwall/Curb

24" Concrete  
Footwall/Curb

10'  
New  
24" x 6"  
Curb

20'  
New  
24" x 6"  
Curb  
CULVERT

16  
AREA 2 (640 sf)

# All-Out Concrete

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Quote: 345790

06/14/2023

Town of Double Oak  
320 Waketon Rd.  
Double Oak, TX 75077

Project Location:  
Brittain Ln.  
Double Oak, TX 75077

**Description: Repair Brick Road in 2 Areas ~ 360 sq. ft**

- Brick road repair
  - Remove existing bricks
  - Fill and compact area with sand
  - Reset existing bricks

**\$8,800**

Quote excludes the following: Permits, bonds, labs, barricades, soil stabilization of any kind, signage, sealing, striping, and surveying. All-Out Concrete is not responsible for damage to any unknown and/or underground obstructions (e.g. sprinkler systems). Prices are good for 30 days only. All-Out Concrete extends a one-year warranty on concrete work for unseen damages but does not warranty stress cracks that are due to soil movement or tree roots. Payment due the day concrete is poured.

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Customer Signature

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Watson Timmons, Owner All-Out Concrete

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940-600-2934

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all-outconcrete.com

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