



DOUBLE OAK

Town of Double Oak  
Town Council – Public Online  
Meeting

Double Oak Town Hall  
320 Waketon Road, Double Oak  
TX 75077  
Monday, June 20, 2022  
7:00 p.m.

***Out of respect for all those in attendance, please refrain from talking to other members of the audience during the meeting. Please do not engage in disruptive behavior. For public input during Citizen Comment or public hearings, all speakers will be limited to three minutes each. The Council does not accept public comment by mail or e-mail; speakers must be present, or a written statement must be read into the council's record by a speaker who is present at the meeting, subject to the three-minute limit.***

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

*“Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.”*

II. Citizens comments

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

1. Consideration on minutes of June 6, 2022 \*

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 agreement for demand response transit service (SPAN)\*

Presentation: Diane Beck, M.A., N.C.C., L.P.C.  
Mobility Manager Span Inc./ Meals on Wheels

8. Consideration and action on an ordinance of the Town of Double Oak amending the comprehensive zoning ordinance, plan and official zoning map for the Town by changing the zoning from Agriculture 1 (Ag-1) to Agriculture 2 (Ag-2) on a tract of land located at 5807 Pepperport Lane and described as block 3 (NE corner) of the North Shiloh Addition, Town of Double Oak, Denton County, Texas, and being more specifically described in Exhibit "A"; directing The Town Secretary to change the zoning map accordingly; providing a repealing clause; providing a savings clause; providing a severability clause; providing for a penalty of fine not to exceed the sum of two thousand (\$2,000.00) dollars for each offense; and, providing for an effective date.\*  
  
Presentation: Staff
9. Discussion, consideration, and action on a service agreement with Smarsh - Connected Capture for archiving text messages and social media. \*  
  
Presentation: Staff
10. Review and discussion of current active or recently completed 2021/2022 Road Projects.  
  
Presentation: Mayor Beougher
11. Discussion and review of SLFRF funds.  
  
Presentation: Mayor Beougher
12. Discussion on the position of current Town Treasurer and the new Town Council prior to work on 2022-2023 budget process.  
  
Presentation: Mayor Pro-Tem Johnson
13. Discussion on forming a committee to work on Double Oak's 50<sup>th</sup> birthday in 2024.  
  
Presentation: Deputy Mayor Pro-Tem Schoenrade
14. Discussion on 2022-2023 fiscal year budget and tax rate.  
  
Presentation: Town Treasurer Billie Garrett
15. Council – staff announcements and comments:
  - DOVFD will be host annual July 4<sup>th</sup> parade and picnic on Monday, July 4<sup>th</sup> from 9:30 a.m. to 2:00 p.m.

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 17, 2022, 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://doubleoak.texas.gov>)

  
\_\_\_\_\_

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 Town Council considers the item.

\*Backup attached

UNAPPROVED-NOT FOR  
PUBLICATION

STATE OF TEXAS  
COUNTY OF DENTON  
TOWN OF DOUBLE OAK

The Double Oak Town Council met in regular session at 7:00 p.m. June 6, 2022, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

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

Also in attendance were Town Secretary Eileen Kennedy, Assistant Town Secretary Lynn Jones, Building Inspections/Public Services Randall Anglin, and Police Chief Ruben Rivas.

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

Council Member Whisenhunt gave the invocation and Mayor Pro-Tem Johnson lead the pledge of allegiance to the American and Texas flags.

II. Citizen Comments

Michael Parker, 340 Thornhill Circle, voiced traffic concerns on McMakin Road. Wants to see a "No 2-wheel axel allowed" sign. Would also like to see more of an officer presence.

Edward Chavez, 410 Simmons Road, also voiced concerns about traffic and wants the police department to research additional options enforcing speeders.

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 16, 2022.

Item 2 was pulled from the consent agenda for discussion.

Motion Parsons, second Hillyer to approve the minutes of May 16, 2022, as presented.

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

Motion Carried

2. Consideration purchase and installation of APC Smart UPS3000 battery from Datamax in the amount of \$3,370.81 and \$300 from Garrison Electric.

After discussing whether or not the battery has a warranty, motion Johnson, seconded by Hillyer to approve the purchase of the APC Smart UPS3000 battery with the stipulation it comes with a warranty and approve Garrison Electric installing the plug.

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

Motion Carried

IV. Mayor, Council Members and Staff reports:

3. Mayor and Council-Mayor Beougher reported on the logo on the Cross Timbers Water Tower. The repainting is scheduled for June 27, 2022, but wants the approval from Double Oak and Cross Timbers Water Supply prior to beginning the work.

4. Public Works - Code Enforcement – Animal Control-Randall Anglin, Building Inspections/Public Services reported on the culvert replacement on Meadow Knoll and presented a Power Point on the Brittain Lane repairs.

5. Administration – None

6. Public Safety – Police Chief Rivas reported the department has received the new Tahoe, body cameras have been ordered, and he has authorized overtime for his officers due to the increase in traffic. Fire Chief Whisenhunt announced the annual Fourth of July parade and picnic will be Monday, July 4<sup>th</sup> beginning at 9:30 a.m.

7. Road and Drainage Committee – Mayor Beougher stated the contractor has fog sealed on Double Oaks Drive and said the engineer recommended the contractor give us a warranty bond for their work on Double Oaks Drive.

V. New business agenda (consideration and action):

8. Public hearing on a request from Jacqui and Mark Howard to change the zoning from Agriculture 1 to Agriculture 2 on land situated in the Town of Double Oak, Denton County, Texas being known and described as North Shiloh Addition, Block TR 3 (NE Corn) or 5807 Pepperport Lane.

Mayor Beougher opened the public hearing at 7:30 p.m.

Donovan Howard, 5807 Pepperport, spoke in favor of the zoning change stating that they are wanting to remodel the residence and AG-2 is a more appropriate zoning.

No one else spoke so the Mayor closed the public hearing at 7:32 p.m.

9. Consideration and action on a request from Jacqui and Mark Howard to change the zoning from Agriculture 1 to Agriculture 2 on land situated in the Town of Double Oak, Denton County, Texas being known and described as North Shiloh Addition, Block TR 3 (NE Corn) or 5807 Pepperport Lane.

Motion Schoenrade, second Parsons to approve the zoning change from Agriculture 1 to Agriculture 2 on land situated in the Town of Double Oak, Denton County, Texas being known and described as North Shiloh Addition, Block TR 3 (NE Corn) or 5807 Pepperport Lane.

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

Motion Carried

10. Discussion, consideration, and action on an interlocal agreement for shared governance communications & dispatch services system with Denton County.

Police Chief Rivas told the council this is an annual agreement and has been budgeted.

Motion Parsons, second Johnson to approve the interlocal agreement for shared governance communications & dispatch services system with Denton County.

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

Motion Carried

11. Discussion, consideration, and action on request to hold the 12<sup>th</sup> Annual Thanksgiving Day Turkey Trot.

Geoff Reese, 102 Royal Oaks Dr. and coordinator of the Turkey Trot, addressed the council and commented that everything will be the same as in the past but may need to change the route due to the construction on Waketon Road.

Motion Parsons, second Schoenrade to approve the request to hold the 12<sup>th</sup> Annual Thanksgiving Day Turkey Trot in Double Oak.

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

Motion Carried

12. Discussion on the Vickery pond and drainage issue into Double Oak/Old Willow Pond.

Council Member Schoenrade commented that the water coming from the Vickery property is making an impact on Double Oak. The standing water attracts mosquitos and would like to have more communication with Copper Canyon to control the water and retain the water on their side. Ms. Schoenrade also commented that the runoff impacts other ponds in Double Oak.

Richard Howell, 120 Highview and president of the Old Willow Pond Association, spoke to the council.

13. Discussion, consideration, and action on FY 2022 Work Order Authorization with Halff Associates, Inc.

Motion Parsons, second Hillyer to approve the FY 2022 Work Order Authorization with Halff Associates, Inc.

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

Motion Carried

14. Discussion on Y-T-D financials.

Town Treasurer Billie Garrett went over the Y-T-D financials.

15. Discussion and review of the 2022-2023 budget process.

Town Treasurer Billie Garrett projected on the overhead showing a 5-year comparison of the Town's financial position. The council asked to see the 2018 salary survey conducted by the outside firm, SGR.

16. Discussion on town council committee and liaison list.

The council agreed on the following:

**BOARD/COMMISSION/DEPARTMENT/ORGANIZATION    LIAISON**

Double Oak Volunteer Fire Department Double Oak Police Department	Parsons/
Planning & Zoning Commission	Hillyer/Johnson
Board of Adjustment Upper Trinity Regional Water District	Parsons/ Whisenhunt
Cross Timbers Water Supply Corporation	
School Districts/Denton County/Neighboring Towns Double Oak Women’s Club	Beougher Hillyer/

**STANDING COMMITTEES**

<b><u>COMMITTEE</u></b>	<b><u>COUNCIL LIAISON</u></b>	<b><u>MEMBERS</u></b>
Investment Committee	Parsons	Eileen Kennedy Gary Garrett Billie Garrett
Master Plan Committee	Hillyer/Schoenrade	Gary Garrett
Development Review	Johnson/	Joe Dent
Ordinance Review Committee	Johnson/Schoenrade	
Information Technology Committee	Parsons/Hillyer	Brian Shults
Town Hall Renovation Committee Town Beautification Committee Conservation/Tree Committee		
Roads/Drainage Committee	Hillyer/Schoenrade	Jeff Crannell Gary Garrett Steve Templer Gary Goodman Nan Bowen Kathy Heimerdinger

17. Council – staff announcements and comments:

Jo Ann Meyer, 120 Park Lane, asked for the Council Liaison’s be posted on the website.



18. Adjournment

With no further business to come before the Council, motion Hillyer, second Parsons, the meeting was adjourned at 9:14 p.m.

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Eileen Kennedy, Town Secretary

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Von Beougher, Mayor

STATE OF TEXAS §

COUNTY OF DENTON §

**SERVICE AGREEMENT FOR DEMAND RESPONSE TRANSIT SERVICE**

**THIS SERVICE AGREEMENT** ("Agreement") is entered into by and between the Town of Double Oak, Texas, located in Denton County, Texas, acting by and through its duly authorized Mayor (hereinafter referred to as "TOWN") and SPAN, Inc., (hereinafter referred to as "SPAN"), a Texas non-profit corporation operating in Denton County, Texas as an organization described in Section 501(c)3 of the Internal Revenue Code, acting by and through its duly authorized Executive Director.

**WHEREAS** SPAN transportation services were developed to provide safe and efficient transportation to the general public, seniors, persons with special needs, and as defined by agreements into which SPAN may enter from time to time; and

**WHEREAS** The TOWN and SPAN desire to enter into this Agreement whereby SPAN will provide Demand Response Transit Service for TOWN citizens (hereafter referred to collectively as "Eligible Riders"); and

**WHEREAS** Eligible Riders in the TOWN can be taken anywhere in SPAN's Demand Response Transit Service area within Denton County at a cost to the Eligible Riders of \$38.10 per one-way ride, payable by Eligible Riders to Span; and

**WHEREAS** Eligible Riders may call in at least one (1) day in advance, but no more than two (2) weeks in advance, to set-up appointments for pick-up and drop off by calling SPAN's Transportation Office weekdays between the hours of 8:00 a.m. and 2:00 p.m.; and

**WHEREAS** Demand Response Transit Service is available between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, excluding holidays.

**NOW, THEREFORE, THE TOWN AND SPAN DO HEREBY COVENANT AND AGREE AS FOLLOWS:**

**1. Recitals**

The foregoing recitals are found to be true and correct, are fully incorporated into the body of this Agreement and made a part hereof by reference just as though they are set out in their entirety.

**2. Scope of Services**

SPAN shall provide door-to-door Demand Response Transit Services to TOWN citizens who are Eligible Riders in accordance with this Agreement and SPAN's "Transportation Policy and Procedures" which is attached hereto as Exhibit "A" and incorporated herein by reference as though it were set out in its entirety ("Policy"). In the event of conflict between this Agreement and the

Policy, this Agreement shall control. In performing services under this Agreement, the relationship between the TOWN and SPAN is that of an independent contractor. No term or provision of this Agreement or act of SPAN in the performance of this Agreement shall be construed as making SPAN the agent, servant, or employee of the TOWN.

### **3. SPAN Operations**

- a. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a Demand Response Transit Service for the TOWN's Eligible Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to Eligible Riders and a review of the financial status of the program. SPAN shall also track and break down the information regarding the number of one-way trips it provides to Eligible Riders.
- b. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the TOWN's Eligible Riders by SPAN. In addition, SPAN shall provide monthly ridership information to the Town Secretary or his/her designee specifically identifying the number of Eligible Rider trips including rider origination, destination, and purpose.
- c. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a passenger. In the event that safety is compromised, SPAN may decline transportation for this person and must document the reason why service was declined.
- d. SPAN reserves the right to immediately terminate services without prior warning if a passenger poses a safety risk to himself/herself or any other person. SPAN also reserves the right to suspend or terminate riders who violate SPAN's cancellation policy.

### **4. Payment**

Eligible Riders shall pay SPAN a price per one-way trip of Thirty-eight Dollars and Ten cents (\$38.10) to be collected by SPAN at the time of such trip.

### **5. Indemnification**

SPAN assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the TOWN, and its officials, officers, agents, servants and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, the performance, attempted performance or nonperformance of the services described hereunder or in any way resulting from or arising out of the management, supervision, and operation of the program and activities of SPAN. In the event of joint and concurring responsibility of SPAN and TOWN, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with Texas Law, without waiving any defense of either party under Texas Law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

## **6. Insurance**

SPAN shall obtain public liability insurance of the types and in the amounts set forth below from an insurance carrier or underwriter licensed to do business in the State of Texas and acceptable to the TOWN. SPAN shall furnish TOWN with certificates of insurance or copies of the policies, evidencing the required insurance on or before the beginning date of this Agreement. SPAN agrees to submit new certificates or policies to TOWN on or before the expiration date of the previous certificates or policies. The insurance shall be the following types in amounts not less than indicated:

- a. Comprehensive General (Public) Liability Insurance or its equivalent including minimum coverage limits of \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- b. Automobile Liability Insurance including minimum coverage limits of \$1,000,000 per combined single limit for bodily injury and property damage.
- c. On all insurance required, SPAN shall require insurance providers to:
  - Name the TOWN, and its officials, officers and employees, as additional insureds; and,
  - Provide **thirty** (30) days written notice to TOWN of any material change to or cancellation of the insurance.
- d. Assignment and Delegation

Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party.

## **7. Severability**

In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in full force and effect as to the balance of its provisions and shall be construed as if such invalid provision were not a part hereof.

## **8. Mediation**

In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to non-binding mediation.

## **9. Term of Agreement**

The term of this Agreement shall be from October 1, 2021, through September 30, 2022. Either party may modify this Agreement by submitting, in writing, the proposed amendment to be considered and executed by both parties. This Agreement may be terminated with or without cause by either party by giving thirty (30) days written notice to the other party of their intent to terminate the Agreement.

## **10. Applicable Law Venue**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State

of Texas, and venue for any claim or cause of action shall lie exclusively in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas.

**11. Attorney's Fees and Costs**

In the event it becomes necessary to take legal action to enforce the terms of this Agreement, the prevailing party in such action shall be entitled to recover attorney's fees and costs of court from the non-prevailing party.

**IN WITNESS WHEREOF** the Town of Double Oak and Span, Inc. have executed this Agreement on this the 7th day of September, 2021.

**SPAN, INC:**

\_\_\_\_\_  
Michelle McMahon, Executive Director

**TOWN OF DOUBLE OAK:**

  
\_\_\_\_\_  
Von Beougher, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Town Secretary

**TOWN OF DOUBLE OAK, TEXAS  
ORDINANCE 22-04**

**AN ORDINANCE OF THE TOWN OF DOUBLE OAK AMENDING THE COMPREHENSIVE ZONING ORDINANCE, PLAN AND OFFICIAL ZONING MAP FOR THE TOWN BY CHANGING THE ZONING FROM AGRICULTURE 1 (AG-1) TO AGRICULTURE 2 (AG-2) ON A TRACT OF LAND LOCATED AT 5807 PEPPERPORT LANE AND DESCRIBED AS BLOCK 3 (NE CORNER) OF THE NORTH SHILOH ADDITION, TOWN OF DOUBLE OAK, DENTON COUNTY, TEXAS, AND BEING MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A"; DIRECTING THE TOWN SECRETARY TO CHANGE THE ZONING MAP ACCORDINGLY; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000.00) DOLLARS FOR EACH OFFENSE; AND, PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the owner of the property described herein has made application for a change in zoning, requesting that the subject property be rezoned from Agriculture 1 (AG-1) to Agriculture 2 (AG-2); and

**WHEREAS**, the Planning and Zoning Commission of the Town of Double Oak, and the governing body of the Town of Double Oak, in compliance with state laws with reference to amending the Comprehensive Zoning Ordinance, have given the requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the Town is of the opinion that said zoning ordinance and map should be amended as provided herein and should be approved; and

**WHEREAS**, after due deliberation and consideration of the information submitted during the public hearings and the consideration of the recommendation of the Planning and Zoning Commission, the Town Council has concluded that the adoption of this Ordinance is in the best interest of the health, safety, and welfare of the citizens of the Town.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS;**

**Section 1**

That all of the above premises are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

## **Section 2**

That the Comprehensive Zoning Ordinance, Plan and Map of the Town of Double Oak, Texas, heretofore duly passed by the governing body of the Town, as heretofore amended, be and the same are hereby amended by granting a change in zoning from Agriculture 1 (AG-1) to Agriculture 2 (AG-2) a tract of real property located at 5807 Pepperport Lane and described as Block 3 (NE corner) of the North Shiloh Addition, Town of Double Oak, Denton County, Texas, and being more specifically described in Exhibit "A" attached hereto and incorporated herein (hereinafter the "Property").

## **Section 3**

That the Property shall be used only in the manner and for the purposes provided herein and by the ordinances of the Town of Double Oak, Texas, pertaining to the Agriculture 2 (AG-2) District, and all other as heretofore amended, and as amended herein, the applicable regulations contained in the Comprehensive Zoning Ordinance of the Town, and all other applicable Ordinances of the Town

## **Section 4**

The Town Secretary is hereby directed to correct the official zoning map of the Town to reflect the change in zoning described herein.

## **Section 5**

That all provisions of the ordinances of the Town of Double Oak in conflict with the provisions of this ordinance as applicable to the Property be and the same are hereby repealed and all other provisions of the ordinances of the Town of Double Oak not in conflict with the provisions of this ordinance shall remain in full force and effect.

## **Section 6**

That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

## **Section 7**

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid the same shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

## **Section 8**

That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Double Oak, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of Two Thousand (\$2,000.00) Dollars for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

**Section 9**

That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
**Von Beougher, Mayor**

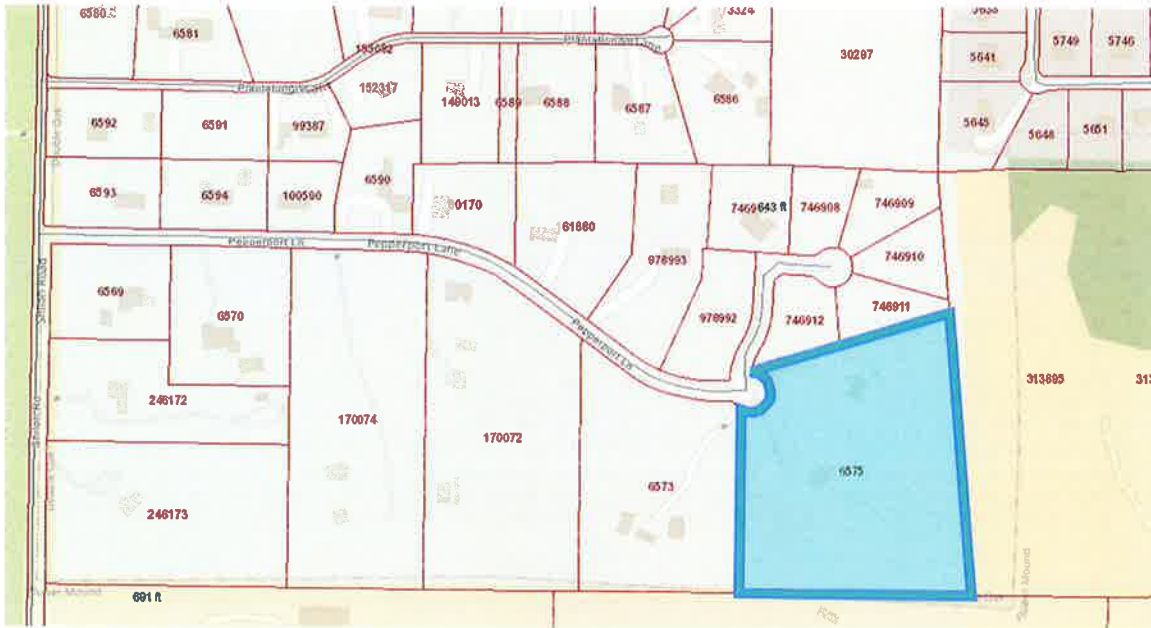
**ATTEST:**

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



# EXHIBIT A

North Shiloh Addition, Block TR 3 (NE Corn) or more generally known as 5807 Pepperport Lane.





Order Form (#Q-07077)

## Client Information

<b>Company</b>	<b>Name</b>	Town of Double Oak, TX		
	<b>Address</b>	320 Waketon Rd	<b>City</b>	Double Oak
	<b>State</b>	Texas	<b>Zip</b>	75077-3020
<b>Technical Contact</b>	<b>Name</b>	Brian Shults	<b>Title</b>	Municipal Town Clerk/IT
	<b>Phone</b>	+1.972.539.9464	<b>Email</b>	brian.shults@doubleoak.texas.gov
<b>Billing Contact</b>	<b>Name</b>	Brian Shults	<b>Title</b>	Municipal Town Clerk/IT
	<b>Phone</b>	+1.972.539.9464	<b>Email</b>	brian.shults@doubleoak.texas.gov
	<b>Address</b>	320 Waketon Rd	<b>City</b>	Double Oak
	<b>State</b>	Texas	<b>Zip</b>	75077-3020
<b>Quote Date</b>	05/12/2022		<b>Quote Expiration</b>	06/12/2022
<b>Sales Executive</b>	Carrie Breedlove		<b>Subscription Term</b>	12 Months
			<b>Billing Frequency</b>	Annual

## Services and Fees

	Unit Price	Quantity	Contract Commitment
Smarsh Support		1	
Professional Support - Basic		1	
Smarsh University		1	
Smarsh U - SMB - Web Access		2	
Unified		1	
Platform - Professional Archive - SMG	\$ 850.00	1	\$ 850.00
Facebook - Professional Archive Capture	\$ 85.00	2	\$ 170.00
Facebook - Professional Archive Capture - Add'l Cx		1	
Verizon - Professional Archive Capture	\$ 133.20	11	\$ 1,465.20
Onboarding - Professional Archive - Standard		2	\$ 2,362.50
<b>Recurring Subtotal</b>			\$ 2,485.20
<b>One-Time Subtotal</b>			\$ 2,362.50

### Notes



## EXHIBIT A

### Amendment to the Smarsh Service Agreement – General Terms

This first amendment (“**Amendment**”) to the Smarsh Service Agreement - General Terms amends the Agreement between Smarsh Inc. and Town of Double Oak, TX. This Amendment is effective on the date the Client signs the Order Form, to which this Amendment is attached as Exhibit A.

The parties agree:

1) **Replace Section 4.3 in its entirety, as follows:**

As between Client and Smarsh, Client is solely responsible for the content of Client Data. Client represents and warrants that (a) Client Data will not (i) infringe any third party right, including third party rights in patent, trademark, copyright, or trade secret, or (ii) constitute a breach of any other right of a third party, including any right that may exist under contract or tort theories; (b) Client will comply with all applicable local, state, national, or foreign laws, rules, regulations, or treaties in connection with Client’s use of the Services, including those related to data privacy, data protection, communications, SPAM, or the transmission, recording, or storage of technical data, personal data, or sensitive information; and (c) Client will comply with the Acceptable Use Policy available at [www.smarsh.com/legal/AUP](http://www.smarsh.com/legal/AUP). Smarsh may update the Acceptable Use Policy from time to time.

2) **Replace Section 6.1 in its entirety, as follows:**

**Term.** The Agreement will begin on the Effective Date and will remain in effect for the term specified in the Order Form or, if no term is specified, 12 months (“**Initial Term**”). The Initial Term may be renewed by Client for additional, successive 12-month terms (each a “**Renewal Term**”) upon the execution of a Renewal Order Form. The Initial Term plus any Renewal Term are, collectively, the “**Term**.” Any Order Form executed after the Effective Date will co-terminate with Client’s then-current Term.

3) **Replace Section 6.2 in its entirety, as follows:**

**Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches its obligations under this Agreement and such breach remains uncured for a period of 30 days following the non-breaching party’s written notice thereof. Smarsh may suspend Client’s access to the Services in the event Client fails to pay undisputed Fees within 60 days after the due date, and Smarsh will not be liable for any damages resulting from such suspension.

4) **Replace Section 9 in its entirety, as follows:**

**Taxes.** All Fees payable by Client under this Agreement are exclusive of taxes and similar assessments. Smarsh acknowledges that Client is tax-exempt.

5) **Replace Section 10.2 in its entirety, as follows:**

**Obligations with Respect to Confidential Information.** Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by this Agreement; and (b) that it will use at least reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and/or legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; (ii) to the parties’ agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Agreement; or (iii) pursuant to a public records request, provided that the Client gives notice to Smarsh in a reasonable



## Purchase Order Information

**Client to Complete:**

Is a Purchase Order (PO) required for the purchase of the Services on this Order Form?

No

Yes – Please complete below

PO Number:

PO Amount:

Upon signature by Client and submission to Smarsh, this Order Form shall become legally binding unless Smarsh rejects this Order Form for any of the following reasons: (i) changes have been made to this Order Form (other than completion of the purchase order information and the signature block); or (ii) the requested purchase order information or signature is incomplete; or (iii) the signatory does not have authority to bind Client to this Order Form.

**Client authorized signature**

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

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

Empower your employees to take full advantage of the business benefits of text messaging



## Why capture mobile text?

Text messaging has become one of the primary ways of conducting business. As part of a highly regulated and litigious industry, you are required to retain and supervise these communications. Your business must be able to search and access emails for e-discovery and internal investigations.

Retaining text messages centrally alongside all your other communications both exposes conversational context and enables the application of uniform compliance processes. It results in a significantly more efficient review process, lower costs to your organization and better outcomes.

## Key features



Direct carrier capture and native format



Automated provisioning



Message threading and attachments



MMS, SMS and RCS support



BYOD support and number porting



Smarsh Connected Archive and external archive support

Stay compliant and empower your employees with the latest social media channels



## Why capture social media?

Social media is quickly becoming an important communication tool for your employees; as such, it is subject to regulation. Even if your business has a policy that prohibits social media, it can hinder productivity and still expose your organization to risk.

To ensure you are fully compliant with FINRA and SEC regulations, you need a solution to capture, archive, supervise and search your social media communications. With Smarsh, you can remain compliant, enhance your review efficiency and enable your employees to leverage the full power of social media.

## Key features



Direct source capture



Profile enablement



Message threading and attachments



Any device, location, or network



Identity management



External archive support

<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>
	<b>380,103.65</b>		<b>-3,834.37</b>	<b>380,103.65</b>
Premium Pay		225,000.00		
Premium Pay FICA		17,212.50		
Employer portion TMRS		16,200.00		
iWorQ		10,000.00		
Future Roads/Drainage			306,069.28	
Culverts-DO Dr.		49,875.00		
Culverts-Misc			41,700.00	
Culverts-Meadow Knoll		8,300.00		
Brittain Lane		2,700.00		
Paving-DOVFD parking lot			25,000.00	
Cybersecurity -Datamax		495.00		
Cybersecurity -Datamax backup battery		3,366.81		
Fogging-Cox Cleaning		570.00		
PPE-Amazon		112.94		
Audio/Visual-Park		7,313.34		
Laptop for Public Services			3,500.00	
Police Car		37,859.00		
Payroll-COVID		8,669.36		
Workers Comp-reimbursement		-3,735.93		
		<u>383,938.02</u>	<u>376,269.28</u>	
Balance		-3,834.37	760,207.30	0.00