

Town Council –Public Meeting
Double Oak Town Hall
320 Waketon Road, Double Oak
TX 75077
Thursday, September 21, 2023
7:30 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 September 5, 2023.*
 - 2. Consideration and action on invoices from Halff in the amount of \$12,926.85 and \$19,182.17 for engineering services for the Comprehensive Drainage Plan. Said invoices are to be paid out the SLFRF Balance Fund.

IV. Mayor, Council Members, and Staff reports:

- 3. Mayor and Council
- 4. Public Works Code Enforcement Animal Control
- 5. Administration
- 6. Public Safety
- 7. Roads Committee
- 8. Drainage Committee

V. New business agenda (consideration and action):

9. Presentation from SPAN, Inc. and discussion, consideration, and action on an Interlocal Agreement for Services with SPAN, Inc.

Presentation: Max Calder, SPAN Director of Operations

Double Oak Town Council Regular Meeting September 21, 2023 Page 2

18.

Presentation:

10. Discussion, consideration, and action on moving \$256,444.77 from account 3600-Street and Drainage Fund to account 540110-Current Year Road Repairs. Presentation: Mayor Patrick Johnson 11. Discussion, consideration and action on an Addendum to the Double Oak EMS contract with Flower Mound EMS for the new contract rates. Presentation: Mayor Patrick Johnson 12. Discussion, consideration and action of an ordinance to require all salary increases awarded to the employees of the Town of Double Oak to be included in the budgetary process and to be issued on merit determined by a performance evaluation process as stated in the policies of the Personnel Handbook. Presentation: Mayor Pro Tem Connie Schoenrade Public Hearing on a proposal to increase total tax revenues from properties on the 13. tax roll in the preceding tax year and to consider a tax rate of \$0.206225 per \$100 assessed valuation. Presentation: Mayor Patrick Johnson 14. Public Hearing on the proposed budget for fiscal year 2023-2024 Presentation: Mayor Patrick Johnson Discussion, consideration, and action on an ordinance adopting the fiscal year 2023-2024 15. budget. Presentation: Mayor Patrick Johnson 16. Discussion, consideration, and action on ratification of the vote on the fiscal year 2023-2024 annual budget which results in more revenues from ad valorem taxes than the previous year. Presentation: Mayor Patrick Johnson Discussion, consideration and action on the Texas Government Accountability 17. Association Policy, along with the Transparency and Ethics Interlocal Agreement Mayor Pro Tem Connie Schoenrade Presentation:

Discussion, consideration and action applications received for reappointment to Boards/Commission/Committee's and an application to the Drainage Committee.

Staff

Double Oak Town Council Regular Meeting September 21, 2023 Page 3

VI. Old business agenda (consideration and action):

- 19. Council staff announcements and comments:
 - September 25, 2023, is the adoption of the fiscal year 2023-2024 budget and tax rate.
- 20. Adjournment

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into a 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, September 15, 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)

Town Secretary

Einen Fannedy

<u>PUBLIC PARTICIPATION</u> 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 for additional information.

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. Tuesday, September 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-Tern

Mike Gwartney Deputy Mayor Pro-Tern

Jean Hillyer Council Member
Pat Wellen Council Member
Mark Dieterich Council Member

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

I. Opening: Call to Order

Roll Call Invocation

Pledge of Allegiance - American Flag Pledge of Allegiance - Texas Flag

II. Citizen Comments Non-Agenda Subjects

Jaquelyne Barrow, 200 Oak View Drive

- 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 August 21, 2023. *
 - 2. Consideration and action on an invoice from Halffin the amount of \$12,926.85 for engineering services through 04/30/2023 for the Comprehensive Drainage Plan.
 - 3. Consideration and action on an invoice from Halffin the amount of \$19,182.17 for engineering services through 06/04/2023 for the Comprehensive Drainage Plan.

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

AYE: Hillyer, Wellen, Schoenrade, Gwartney, Dieterich

NAY: None ABSTAIN: None

Motion carried 5-0-0

IV. Mayor, Council Members and Staff reports:

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

V. New business agenda (consideration and action):

9. **Public Hearing** on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year and to consider a tax rate of \$0.206225 per \$100 assessed valuation.

Mayor Johnson opened the public hearing at 7:38 p.m. Mayor Johnson closed the public hearing at 7:39 p.m.

10. **Public Hearing** on the proposed budget for fiscal year 2023-2024

Mayor Johnson opened the public hearing at 9:00 p.m. Mayor Johnson closed the public hearing at 9:02 p.m.

11. Discussion, consideration, and action on setting September 18, 2023, for a Public Hearing to consider the proposed 2023-2024 budget and tax rate.

Motion Schoenrade, seconded by Hillyer to set September 18, 2023, as the second public hearing on the proposed 2023-2024 budget and tax rate.

AYE:

Gwartney, Hillyer, Dieterich, Wellen, Schoenrade

NAY:

None

ABSTAIN:

None

Motion carried 5-0-0

12. Discussion and consideration on the proposed Ad Valorem Tax rate.

No action. Duplicated item from the August 21, 2023, council meeting.

13. Discussion, consideration, and action on setting September 25, 2023, to adopt the fiscal year 2023-2024 budget and tax rate.

Motion Schoenrade, seconded Hillyer to set September 25, 2023, to adopt the fiscal year 2023-2024 budget and tax rate.

AYE:

Schoenrade, Dieterich, Wellen, Gwartney, Hillyer

NAY:

None

ABSTAIN:

None

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Motion carried 5-0-0

14. Presentation and Discussion on an Addendum to the Double Oak EMS contract with Flower Mound EMS for the new contract rates.

No action taken on this item.

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

Motion Hillyer, seconded by Schoenrade to approve the quote from Linear Traffic Markings for restriping Simmons Road in an amount not to exceed \$27,000.

AYE: Schoenrade, Dieterich, Hillyer, Wellen, Gwartney

NAY: None ABSTAIN: None

Motion carried 5-0-0

- VI. Old business agenda (consideration and action):
 - 16. Council staff announcements and comments:
 - 17. Adjournment

With no further business to come before the Council, motion Wellen, second Schoenrade, the meeting was adjourned at 9:45 p.m.

Approved:

		_
Patrick Johnson,	Mayor	

Attest:

Eileen Kennedy, Town Secretary



Survey Description

Survey Details

Survey Location 200 Blk Waketon Road

Survey GPS Coordinates

Survey Dates Start Stop

Wednesday, 8/30/2023 2:01 PM Tuesday, 9/5/2023 12:43 PM

Posted Speed Limit 30 mph
Traffic Zone Normal

File Name STALKER_ROADSIDE_LOG_160217_EW002985_59E2@2023-09-

05_12-59-59.xml

Device Type Traffic Trailer

Device Serial Number SNAA000000

Survey Note

Total Vehicle Count 13990

Traffic Direction Southeast (Closing) Northwest (Away)

Vehicle Count 6720 7270

Survey Map



Double Oak Police Department

Survey Summary

Survey Description

Survey Location 200 Blk Waketon Road

Survey GPS Coordinates

Survey Dates Start Stop

Wednesday, 8/30/2023 2:01 PM Tuesday, 9/5/2023 12:43 PM

Posted Speed Limit 30 mph
Traffic Zone Normal

Total Vehicle Count		13990	
Traffic Direction	Closing	Away	Combined
	Southeast	Northwest	
Vehicle Count	6720	7270	13990
Posted Speed Limit		30 mph	
Vehicles Under the Speed Limit Count	6429	4471	10900
Vehicles Under the Speed Limit Percentage	95.67%	61.5%	77.91%
Vehicles Over the Speed Limit Count	291	2799	3090
Vehicles Over the Speed Limit Percentage	4.33%	38.5%	22.09%
Excessive Speed Threshold		55 mph	
Vehicles Over the Excessive Speed Count	0	0	0
Vehicles Over the Excessive Speed Percentage	0	0	0
Average Violation Speed	32.14 mph	33.31 mph	33.2 mph
Speed Profile			
Average Speed	25.62 mph	29.43 mph	27.6 mph
Minimum Speed	6 mph	4mph	4 mph
Maximum Speed	42 mph	54 mph	54 mph
85th Percentile Speed	29 mph	33 mph	32 mph
Standard Deviation	3 mph	4mph	4 mph
10 mph Pace	21-30 mph	25-34 mph	23-32 mph
In Pace Count	5727	5646	10581
Data Recording Limits			
Highest Speed Allowed		120 mph	
Lowest Speed Allowed		10 mph	
Minimum Following Time		0 Second(s)	

Double Oak Police Department

Survey Description

Survey Location 200 Blk Waketon Road

Survey GPS Coordinates

Survey Oates Start Stop

Wednesday, 8/30/2023 2:01 PM Tuesday, 9/5/2023 12:43 PM

Posted Speed Limit 30 mph
Traffic Zone Normal

Weekly Count vs Time - Tabular Hourly

Date Range: 2023-08-30 - 2023-09-05

Direction: Closing

Diroction.	Ciconing									
Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Week Average	Weekday Average	Weekend Average
00:00	8	4		2		9	7	6.0	4.7	8.0
01:00	4				2	6	3	3.8	3.0	4.5
02:00	1			1		2	5	2.3	1.0	3.5
03:00	1					1.	1	1.0	1.0	1.0
04:00	1	1		1.	5		1	1.8	2.0	1.0
05:00	2	8		8	6			6.0	6.0	
06:00	12	46		33	29	9	6	22.5	30.0	7.5
07:00	19	151		176	178	26	16	94.3	131.0	21.0
08:00	33	87		108	93	61	53	72.5	80.3	57.0
09:00	46	78		60	86	63	49	63.7	67.5	56.0
10:00	64	68		72	73	84	84	74.2	69.3	84.0
11 :00	70	60		64	112	92	76	79.0	76.5	84.0
12:00	n	52		69	94	99	79	78.3	73.0	89.0
13:00	71			83	118	75	60	81.4	90.7	67.5
14:00	62		17	105	93	69	71	69.5	69.3	70.0
15:00	71		117	121	103	82	68	93.7	103.0	75.0
16:00	52		113	116	99	64	79	87.2	95.0	71.5
17:00	65		121	112	84	78	68	88.0	95.5	73.0
18:00	69		70	76	73	72	48	68.0	72.0	60.0
19:00	45		78	65	54	53	55	58.3	60.5	54.0
20:00	33		51	41	45	33	41	40.7	42.5	37.0
21 :00	13		32	36	26	28	25	26.7	26.8	26.5
22:00	11		7	11	21	14	7	11.8	12.5	10.5
23:00	3		1	4	24	10	11	8.8	8.0	10.5
Total	833	555	607	1364	1418	1030	913	960.0	9554	971.5

Double Oak Police Department

Survey Description

Survey Location 200 Blk Waketon Road

Survey GPS Coordinates

Survey Dates Start Stop

Wednesday, 8/30/2023 2:01 PM Tuesday, 9/5/2023 12:43 PM

Posted Speed Limit 30 mph
Traffic Zone Normal

Weekly Count vs Time - Tabular Hourly

Date Range: 2023-08-30 - 2023-09-05

Direction: Away

00:00 01:00 02:00 03:00 04:00 05:00 06:00 07:00	4 2 2 3 2 6 23 48	2 1 4 9 40		4 1 2 9 35	5 1 1 4 16	8 4 3	4 4 6 3	4.5 2.2 3.0 3.0 2.8 7.5	3.8 1.3 1.5	6.0 4.0 4.5 3.0 1.0
02:00 03:00 04:00 05:00 06:00	2 3 2 6 23	4 9 40		2 9	4	3	6 3	3.0 3.0 2.8	1.5 3.3	4.5 3.0 1.0
03:00 04:00 05:00 06:00	3 2 6 23	9 40		9	4	1	3	3.0 2.8	3.3	3.0 1.0
04:00 05:00 06:00	2 6 23	9 40		9				2.8		1.0
05:00 06:00	2 6 23	9 40		9			3			
06:00	6 23	40			16	6	3	7.5		
	23			35			9	7.5	9.0	4.5
07:00		131		-	26	14	4	20.8	26.8	9.0
	48			140	124	34	29	80.2	104.5	31.5
08:00		85		101	103	55	35	71.2	84.3	45.0
09:00	66	81		68	79	73	44	68.5	73.5	58.5
10:00	60	74		80	71	78	97	76.7	71.3	87.5
11:00	78	72		99	95	93	60	82.8	86.0	76.5
12:00	64	57		79	118	100	77	82.5	79.5	88.5
13:00	68			91	120	80	61	84.0	93.0	70.5
14:00	61		38	97	119	73	52	73.3	78.8	62.5
15:00	58		150	169	180	77	61	115.8	139.3	69.0
16:00	60		156	158	121	62	56	102.2	123.8	59.0
17:00	57		135	132	129	95	63	101.8	113.3	79.0
18:00	68		109	110	108	59	90	90.7	98.8	74.5
19:00	50		66	74	58	54	51	58.8	62.0	52.5
20:00	32		41	52	40	39	55	43.2	41.3	47.0
21 :00	30		31	31	31	34	26	30.5	30.8	30.0
22:00	12		14	12	23	16	18	15.8	15.3	17.0
23:00	3		5	6	12	11	10	7.8	6.5	10.5
Total	857	556	745	1550	1584	1069	909	1038.6	1058.4	989.0

Double Oak Police Department

Survey Description

Survey Location 200 Blk Waketon Road

Survey GPS Coordinates

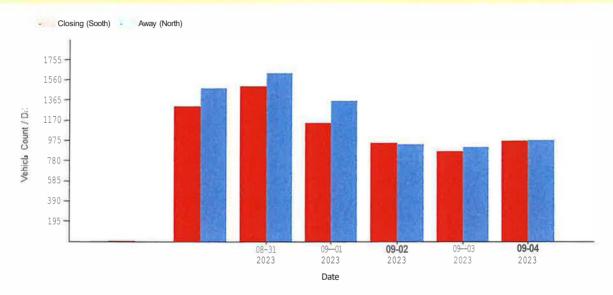
Survey Dates Start Stop

Wednesday, 8/30/2023 2:01 PM Tuesday, 9/5/2023 12:43 PM

Posted Speed Limit 30 mph
Traffic Zone Normal

Daily Vehicle Count Chart

Date Range: 2023-08-30 - 2023-09-05



Survey Description

Survey Location 200 Blk Waketon Road

Survey GPS Coordinates

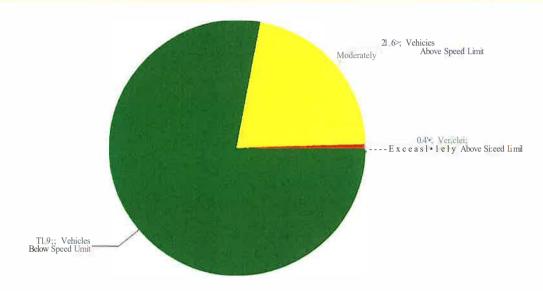
Survey Oates Start Stop

Wednesday, 8/30/2023 2:01 PM Tuesday, 9/5/2023 12:43 PM

Posted Speed Limit 30 mph
Traffic Zone Normal

Speed Pie Chart

Date Range: 2023-08-30 - 2023-09-05



Traffic Direction	Closing	Away	Combined
Posted Speed Limit		30 mph	
Vehicles Under the Speed Limit Count	6429	4471	10900
Vehicles Under the Speed Limit Percentage	95.67%	61.5%	. 77.91%
Vehicles Over the Speed Limit Count	291	2799	3090
Vehicles Over the Speed Limit Percentage	4.33%	38.5%	22.09%
Excessive Speed Threshold		40 mph	
Vehicles Over the Excessive Speed Count	1	61	62
Vehicles Over the Excessive Speed Percentage	0.01%	0.84%	0.44%
Average Violation Speed	32.14mph	33.31 mph	33.2 mph

Printed on 2023/09/05 Traffic Matrix Report

Double Oak Police Department

Survey Description

Survey Location 200 Blk Waketon Road

Survey GPS Coordinates

Survey Dates Start Stop

Wednesday, 8/30/2023 2:01 PM Tuesday, 9/5/2023 12:43 PM

Posted Speed Limit 30 mph
Traffic Zone Normal

Speed -Volume Matrix

Date Range: 2023-08-30 - 2023-09-05

Direction: E	Both																	
Date Span	Total	6-10	11- 15	16- 20	21- 25	26- 30	31- 35	36- 40	41- 45	46- 50	51- 55	56- 60	61- 65	66- 70	71- 75	76- 80	81- 85	86+
00:00 • 00:59	67			1	12	31	7	6										
01 :00 - 01 :59	28				6	18	4											
02:00 • 02:59	21			1	4	11	4	1										
03:00 - 03:59	6				3	2	1											
04:00 • 04:S9	23			1	3	15	4											
05:00 - 05:59	69		2		14	37	14	2										
06:00 - 06:59	260		2	5	49	158	40	7	1									
07:00 - 07:59	1047		14	73	253	538	157	12										
08:00 • 08:59	862	3	11	83	201	428	166	21	1									
09:00 - 09:59	793	1	25	19	164	423	145	14	2									
10:00-10:59	905	2	9	37	193	463	176	24	1									
11:00-11:59	971	7	22	48	199	470	186	36	2	1								
12:00 -12:59	965		6	31	196	488	209	32	2	1								
13:00 - 13:59	827		5	23	174	429	166	26	4									
14:00 -14:59	857	5	11	35	192	426	154	33	1									
15:00 - 15:59	1257		18	68	264	629	239	33	3	1	2							
16:00-16:59	1138		В	39	258	562	231	34	4	2								
17:00 - 17:59	1139	1	7	30	234	577	255	31	3	1								
18:00-16:59	952	13	11	23	188	494	194	24	6	1								
19:00 - 19:59	703	1	3	22	160	364	131	20	1	1								
20:00 - 20:59	503	2	3	14	143	256	68	17										
21 :00 - 21 :59	343		3	9	89	182	51	8	1									
22:00 - 22:S9	168			4	48	73	38	7										
23:00 - 23:59	100			1	27	50	16	6										

Chief of Police

AGENCY	Starting Pay	Max Pay	Current Salary
Roanoke PD			\$215,000
Lewisville PD			\$190,239
Flower Mound PD			\$190,000
Prosper PD			\$187,237
Coppell PD			\$184,000
Little Elm PD			\$173,000
Celina PD			\$168,101
Trophy Club PD			\$167,315
Northlake PD			\$163,770
Corinth PD			\$153,811
Highland Village PD			\$140,647
DCFWSD #10 PD			\$140,000
Aubrey PD			\$140,000
Cross Roads PD			\$140,000
Argyle PD			\$132,600
Justin PD			\$125,000
Pilot Point PD			\$120,750
Oak Point PD			\$106,431
Krum PD			\$105,656
Sanger PD			\$104,936
Lake Dallas PD			\$104,529
Krugerville PD			\$101,492
Double Oak PD			\$100,098
Bartonville PD			\$93,000
Hickory Creek PD			\$72,842
vei: gg	#DIV/0!	#DIV/0!	\$140,818.16
<u>Medi n</u>	John Liste.	ait. Ba	\$140,000

Some of it is up to date, but not all of it. Last update 09/2023



2023-2024 Double Oak EMS Proposal

Presentation

by

Patrick Johnson

Mayor

Double Oak Texas

8/16/2023





Double Oak appreciates the contract that it has had with Flower Mound since 2016

THANK YOU

Flower Mound Ask





Yo, P.W: J:!OWakellinRo.:id DoollieOal, TX 75077 (97:?)5J'.l'J46-I

July 131203

Dear M:JOr Johns,oo

AlL.Idled & IIk proposed COOlriid for Entergency Medical Ser,,ceswhlCi+ 1111 I,e pf0;1ded b; th TONII of Flav.r MoUlid Fire Oepartmenl

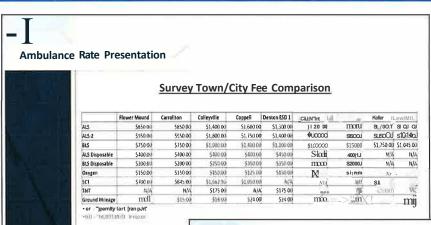
The LonulGI reech an annual lee of \$180,000 for en."Kell oe,crited n e o fil The COIRCO cash rortirope/(Theritool, 90,100 km), thithe rsl grid on Ochober 1, 2021, inCline GoodD Marth 1, 2024 The rortinocal longuage pies et al. to Colorell No Eare customer United Cubolith Silitie 2016 The n.414ct. d.jtt.; ind dolbil an,ours. UtuJG 4111 haye Deso included.

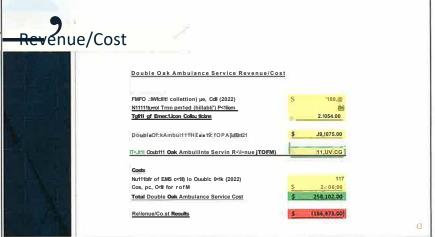
Pk:a:.c note like lelm fil one ye.ir licgt11mm9 October I, :02J The ronuact ICICVS automiliC-1Jy for fulls@cuffil *e.us u PillTf elect> 10 1eminate fre Agreement by proold111g Odaywnnennotice

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Respearult

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Double Oak Call Breakdown



Double Oak Call Breakdown	
1 Total Number of Calls for Double Oak	117
2 Average Number of Calls per week	2.25
3 Avg calls per week as a% of	2.75%
3 Total Revenue for Double Oak Calls	29,075.00
4 Double Oak Revenue Per Call (current)	248.50
Avg Col #Transp_	
5 Emergicon Collections 489 86	6 42,054.00
6 Total Double Oak Revenue= (3 + 5)	71,129.00
7 Using Highland Village & Carrolton Rates	850.00
8 Projecting Total Number of Calls= (1) x 7	99,450.00
9 Emerigicon Collections	42,054.00
10 Projected Revenue for Double Oak@ \$850	141,504.00

Double Oak Step Up Plan



11 Proposed Step Up Plan	# calls	City Fee	Total Rev	Increase of	Current
2024 Target	120	450	54,000.00	24,925.00	85.73%
2025 Target	120	650	78,000.00	48,925.00	168.27%
2026 Target	120	875	105,000.00	75,925.00	261.13%
2027 Target	FMFD Curre	ent City Rate	es		

Pa ment Plan

- 2024 Two Payments of \$27K, one in Oct 2023 and one in March 2024
- 2025 Two Payments of \$39K, one in Oct 2023 and one in March 2024
- 2026 Quarterly Payments of \$26,250
- Quarterly payments thereafter

Quarterly payments can ensure future town councils that the funds will be evenly distributed through out the year vs. lump sum payment

Flower Mound Ask





M a p PJW:k JChrl00 J 0Walc:IIIf/IHOJd Ooul.rie0'11 T;;7S077 (97:1.)S39 4U

July 131:ID)

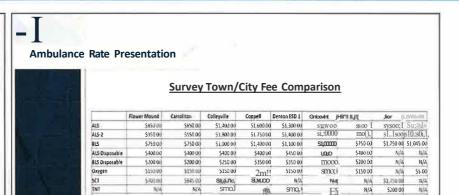
DearMa-fO-JotuuOl1

A1Littel S.V" opoel toNI,1tl br Emc//<fli>II; Melic11 WI ___,...., -tMPIVnJc;1,U1; LheTm1I-nolFimerMour10F,re:Oc:pMn1tN

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Deanfeldh: JuliCh



*SCT "Specialty Care Transport" "TNT "Treatment No Transport

\$15.00

Ground Mileage



pouble Oak Ambulance Service Revenue/Cos	<u>st</u>
Revenues	
H,1FD uv,de collection per cdl. 12022) Numbrr nf Tr,m\rnr1ell (hillahle) P;uï-'n•	<169.00
Tot-I of Em-r&kon Co11.,tlons	\$ 42,054.00
Double Oak Ambulance Fee to TOFM	\$ Z91.075.0Q,
Itot-I Double Oak Ambulanui Servin R-venu11 JTO&:M)	I•\$ 71,IH,00
Co1tt	
Number of EWS call to Double O3k (2022)	9°
IOSIP<'I(,1tlfo, IOfM	\$ <2,20609

\$15.00 \$15.00 \$15.00

Flower Mound EMS Counteroffer



Subject: EMS Proposal

CAUIION:. [UJtRHI\I EMI\1\)

Good Morning Mayor Johnson

Thank you !or taking the time to come and meet with us on the EMS Contract Proposal we made to the Town of Double Oak We appreciate your thoughtful and well-presented counter-proposal

After meeting with our staff, Chief Henley has arrived at a number that we are hopeful will work in the best interests ol both of our Towns h the spirit of your "Double Oak Step Up Plan," we offer the following solution

\$.lfil!..1!Q Plan Cou nter Offer

59,000 2025 88.000 120.000

<u>Payment Plan Counter Offer</u> <u>2024 - Two payments of \$29,500 payable 10/1/23 and 3/1/24</u> <u>2025 - Two payments of \$44,000 payable 10/1/24 and 3/1/25</u>

2026 - Quarterly payments of \$30,000

Quarterly payments thereafter, as you suggested

These numbers fall short of covering the full cost of responding an ambulance from Flower Mound, but we behave 11s a solid movement in the right direction. We hope that you will carefully consider this offer as a good compromise to our original contract ask and

Upon acceptance of this proposal, a contract will be drawn and forwarded to you

Very Respectfully,

G Dean Feldpausch Depu/v C/uef/EMS Flower Mound Fire Department



Town of Double Oak 320 Waketon Road Double Oak TX 75077 Invoice Date: 05/31/2023

Invoice: 10096885 Project: 052879.001

Attention:

Randall Anglin

Project Name:

Town of Double Oak/Comprehensive Drainage Plan

For Professional Services Rendered throu!lh: April 30, 2023

Lump Sum	Fee	Pct. Come	Earned To Date	Previous Amount	Current Amount
000100 • 2D Rain-on-Mesh Analysis	37,720.00	30.00	11,316.00	0.00	11,316.00
000200 - Conceptual Alternatives Analysis	21,980.00	0.00	0.00	0.00	0.00
000300- Project Management/Deliverables	10,739.00	15.00	1,610.85	0.00	1,610.85
Total Lump Sum Services:	70,439.00	18.35	12.926.85	0.00	12,926.85

Hourly Not To Exceed	Fee	Pct. Come	Earned To Date	Previous Amount	Current Amount
000400 - Project Coordination & Meetings	17,660.00	0.00	0.00	0.00	0.00
Total Hourly Not To Eveged Services:	17 660 00	0.00	0.00	0.00	0.00

Remaining Fee:

75,172.15

Total Earned to Date: Less Previous Billed: 12,926.85 0.00

Amount Due this Invoice:

12,926.85



Town of Double Oak 320 Waketon Road Double Oak TX 75077 Invoice Date: 06/29/2023

Invoice: 10098777 Project: 052879.001

Attention: Project Name: Randall Anglin, randall.anglin@doubleoak.texas.gov Town of Double Oak/Comprehensive Drainage Plan

For Professional Services Rendered through: June 4, 2023

Lump Sum	Fee	Pct. Come	Earned To Date	Previous Amount	Current Amount
000100 - 2D Rain-on-Mesh Analysis	37,720.00	80.00	30,176.00	11,316.00	18,860.00
000200 - Conceptual Alternatives Analysis	21,980.00	0.00	0.00	0.00	0.00
000300 - Project Management/Deliverables	10,739.00	18.00	1,933.02	1,610.85	322.17
Total Lump Sum Services:	70,439.00	45.58	32,109.02	12,926.85	19,182.17

Hourly Not To Exceed	Fee	Pct. Come	Earned To Date	Previous Amount	Current Amount
000400 - Project Coordination ft Meetings	17,660.00	0.00	0.00	0.00	0.00
Total Hourly Not To Exceed Services:	17,660,00	0.00	0.00	0.00	0.00

Remaining Fee:

55,989.98

Total Earned to Date: Less Previous Billed:

32,109.02 12,926.85

Amount Due this Invoice:

19,182.17

Outstanding Invoices:

Number 10096885 Total

Date 05/31/2023

Balance 12,926.85 12,926.85

Town of Double Oak Profit & Loss Budget vs. Actual

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400000 • Tax Revenue				
401101 . Current Property Taxes-M & 0	1,226,973.56	1,235,201.96	-8,228.40	99.3%
401201 . Penalty & Interest	2,747.14	2,500.00	247.14	109.9%
401301 . Prior Year Property Taxes	1,911.92	2,000.00	-88.08	95.6%
401315. Sales Taxes	591,317.78	650,000.00	-58,682.22	91.0%
401601 • Franchise-Cross Timbers Water	24,167.94	24,000.00	167.94	100.7%
401701 • Franchise-Cable TV	32,167.06	35,000.00	-2,832.94	91.9%
401801 • Franchise-Electric	137,129.32	95,000.00	42,129.32	144.3%
401805 . Franchise-Garbage	14,656.86	13,000.00	1,656.86	112.7%
401811 . Franchise-Gas	22,715.79	17,000.00	5,715.79	133.6%
401901 . Franchise-Telephone	583.37	500.00	83.37	116.7%
401912. Prior Year Carry Over	0.00	0.00	0.00	0.0%
400000 • Tax Revenue - Other	0.00	0.00	0.00	0.0%
Total 400000 • Tax Revenue	2,054,370.74	2,074,201.96	-19,831.22	99.0%
420000 • Fines and Forfeitures				
420101 • Court Fines	120,454.77	120,000.00	454.77	100.4%
420113 . Court Forfeitures	0.00	0.00	0.00	0.0%
420000 • Fines and Forfeitures - Other	0.00	0.00	0.00	0.0%
Total 420000 • Fines and Forfeitures	120,454.77	120,000.00	454.77	100.4%
430000. Licenses and Permits				
430101 . Fences	2,380.00	1,275.00	1,105.00	186.7%
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	30,545.00	23,000.00	7,545.00	132.8%
430401 . Roofs	13,740.00	1,275.00	12,465.00	1,077.6%
430501 • Septic Systems	10,100.00	5,000.00	5,100.00	202.0%
430601 • Sprinkler Systems	680.00	500.00	180.00	136.0%
430701 . Swimming Pools	1,625.00	2,000.00	-375.00	81.3%
430801 • Water Wells	0.00	0.00	0.00	0.0%
430901 • Plats and Subdivision Fees	750.00	0.00	750.00	100.0%
Total 430000. Licenses and Permits	60,020.00	42,050.00	17,970.00	142.7%
440000 • Other Revenue				
440101 • Administration Fees	885.95	1,000.00	-114.05	88.6%
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	149,874.72	9,500.00	140,374.72	1,577.6%
440203 • Police Dept. Contracts	0.00	0.00	0.00	0.0%
440205 • Police Dept.Contributions	0.00	0.00	0.00	0.0%
440206 . Police Training Grants	0.00	0.00	0.00	0.0%
440210 . Police State Training Funds	0.00	0.00	0.00	0.0%
440700 . Insurance Proceeds	0.00	0.00	0.00	0.0%
Total 440000 • Other Revenue	150,760.67	10,500.00	140,260.67	1,435.8%

Profit & Loss Budget vs. Actual October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
440300 . Charges for Services				
440301 . Lien Release	0.00	0.00	0.00	0.0%
440401 . Lot Mowing Fees	0.00	0.00	0.00	0.0%
440501 . Misc. Income	661.00	250.00	411.00	264.4%
440601 . Sewage Service	17,718.77	25,000.00	-7,281.23	70.9%
440701 . Town Hall Rental Fees	0.00	0.00	0.00	0.0%
Total 440300 • Charges for Services	18,379.77	25,250.00	-6,870.23	72.8%
440400 . Park Funds				
440401 A . Gazebo Funds	0.00	0.00	0.00	0.0%
Total 440400 . Park Funds	0.00	0.00	0.00	0.0%
440500 • Carry Over from previous year	0.00	0.00	0.00	0.0%
Total Income	2,403,985.95	2,272,001.96	131,983.99	105.8%
Gross Profit	2,403,985.95	2,272,001.96	131,983.99	105.8%
Expense				
510000 • Town Administration				• ••
521000 • Town Salary Adjustments	0.00	0.00	0.00	0.0%
521012 . Attorney Fees	20,044.91	25,000.00	-4,955.09	80.2%
521033 • Custodial Services	5,019.96	5,500.00	-480.04	91.3%
521041 • Denton Central Appraisal Dist 521050 . Election Expense	7,074.96 6,929.23	8,237.00 4,500.00	-1,162.04 2,429.23	85.9% 154.0%
521050 . Electricity	5,929.23 5,182.74	4,500.00 6,500.00	-1,317.26	79.7%
521060 • Financial Auditors	12,000.00	10,000.00	2,000.00	120.0%
521070 • Natural Gas	1,241.35	2,000.00	-758.65	62.1%
521070 • Natural Gas 521073 • Printer Copier	5,103.31	6,000.00	-896.69	85.1%
521133 • Ordinance Codification	1,519.90	1,500.00	19.90	101.3%
521160 . Postage	1,853.03	3,000.00	-1,146.97	61.8%
521200 • Tax Billing Expense	1,256.00	1,500.00	-244.00	83.7%
521201 . Communications	6,301.66	11,000.00	-4,698.34	57.3%
521220 . Water	1,464.37	2,500.00	-1,035.63	58.6%
521230 • Archive System	4,000.00	5,000.00	-1,000.00	80.0%
521250 • Outdoor Siren	0.00	0.00	0.00	0.0%
530050 • Ambulance Service	29,075.00	29,075.00	0.00	100.0%
Total 510000. Town Administration	108,066.42	121,312.00	-13,245.58	89.1%
520000 • Administrative				
521010 • Advertising	1,513.30	2,000.00	-486.70	75.7%
521020 . Bank Charges	-42.74	100.00	-142.74	-42.7%
521030 • Cleaning Supplies	0.00	0.00	0.00	0.0%
521031 • Computer Supplies/Software	42,278.70	25,000.00	17,278.70	169.1%
521032 • Council Contingency	6,127.68	849.00	5,278.68	721.8%
521034 . Technology Fund	2,800.48	3,500.00	-699.52	80.0%
521074. Meetings	104.85	150.00	-45.15	69.9%
521075 . Goodwill	39.96	500.00	-460.04	8.0%
521076. Incentive Pay	1,442.25	1,500.00	-57.75	96.2%
521090 • General Liability Insurance	4,781.68	5,513.20	-731.52	86.7%
521091 • Health/Dental/Life Insurance	18,534.24	17,069.04	1,465.20	108.6%
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	4,198.93	6,000.00	-1,801.07	70.0%
521151 . Other Professional Services	1,217.10	2,200.00	-982.90	55.3%
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	198.58	200.00	-1.42	99.3%
521162 . Printing and Copying	177.45	450.00	-272.55	39.4%
521170 • Payroll Taxes - FICA	15,093.99	12,580.05	2,513.94	120.0%
521172 •TWC Unemployment Insurance	125.58	2,400.00	-2,274.42	5.2%
521190 •Town Secretary Salary	79,390.00	82,565.60	-3,175.60	96.2%
521191 . Longevity Pay-Administration	1,540.00	1,540.00	0.00	100.0%
521192 •Worker's Compensation Ins.	1,090.92	891.60	199.32	122.4%
521194 • Asst Town Secretary Salary	71,885.06	73,839.53	-1,954.47	97.4%
521195 • Overtime	5,696.68	5,000.00	696.68	113.9%
521196. TMRS-Retirement	12,036.08	14,149.24	-2,113.16	85.1%
521202. Training Seminars	1,500.00	2,000.00	-500.00	75.0%
Total 520000 • Administrative	273,625.98	262,147.26	11,478.72	104.4%
530000 . Public Works				
521021 . Building Repair/Remodeling	10,142.49	10,000.00	142.49	101.4%
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	15,196.25	18,000.00	-2,803.75	84.4%
530101 • Public Works Director Salary	68,990.50	71,750.00	-2,759.50	96.2%
530102 • Public Works Director TMRS	6,525.67	6,229.03	296.64	104.8%
530103 • Public Works Director FICA	4,875.68	5,538.22	-662.54	88.0%
530104 • Public Works Director (H/D/L)	14,184.39	13,077.36	1,107.03	108.5%
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	46,000.00	48,000.00	-2,000.00	95.8%
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	1,024.65	1,181.40	-156.75	86.7%
530125 • Council Discretionary Fund	0.00	0.00	0.00	0.0%
530150 • Grounds Maintenance	8,495.94	9,000.00	-504.06	94.4%
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	552.65	0.00	552.65	100.0%
530200 • Lot Mowing/Tree Trim Service	5,036.72	5,500.00	-463.28	91.6%
530201 . Public Works Training	310.00	2,500.00	-2,190.00	12.4%
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	713.20	750.00	-36.80	95.1%
530205 ●Vehicle Fuel	799.52	2,000.00	-1,200.48	40.0%
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	1,947.36	2,000.00	-52.64	97.4%
530231 • Other Supplies	67.17	1,000.00	-932.83	6.7%
530235 • Printing	0.00	200.00	-200.00	0.0%
530240 . Postage	0.00	0.00	0.00	0.0%
530245 •Computer Support	11,735.52	12,290.00	-554.48	95.5%
530250 • Health Inspector	2,400.00	2,500.00	-100.00	96.0%
530260 •Septic Inspections	8,180.00	5,000.00	3,180.00	163.6%
530270 • Sewage Services	17,133.23	25,000.00	-7,866.77	68.5%
530271 •Vehicle Reimbursement	0.00	0.00	0.00	0.0%
530272 •Incentive Pay	576.75	600.00	-23.25	96.1%
530273 • Worker's Compensation Ins	545.46	445.80	99.66	122.4%
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 •Communication Equipment	1,421.50	500.00	921.50	284.3%
222220 Communication Equipment	1,721.30	300.00	J21.JU	204.3/0

Profit & Loss Budget vs. Actual

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
531020. Credit Card Convenience Fee	0.00	0.00	0.00	0.0%
531201 . Weather Siren	0.00	785.00	-785.00	0.0%
Total 530000 . Public Works	237,103.83	256,691.81	-19,587.98	92.4%
540000 . Streets and Drainage				
540019 . Engineering General	25,921.78	50,000.00	-24,078.22	51.8%
540060 • Crack Seal & Potholes	586.20	35,000.00	-34,413.80	1.7%
540110 • Current Year Road Repairs	456,444.77	200,000.00	256,444.77	228.2%
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%
Total 540000 • Streets and Drainage	493,268.62	294,500.00	198,768.62	167.5%
550000 . Police Department				
550120. Capital Equipment (Auto)	39,798.69	0.00	39,798.69	100.0%
550135 • Computer Equip/Supplies/SW Main	44,297.74	41,500.00	2,797.74	106.7%
550140 • Equipment Repair & Maintenance	1,662.78	1,000.00	662.78	166.3%
550145. Health/Dental/Life Insurance	117,855.10	126,276.84	-8,421.74	93.3%
550219 . Membership Dues	435.00	500.00	-65.00	87.0%
550220 • Minor Equipment	9,851.67	1,000.00	8,851.67	985.2%
550230 • Other Professional Services	0.00	100.00	-100.00	0.0%
550240. Office Supplies	552.43	700.00	-147.57	78.9%
550248 . Publications	0.00	400.00	-400.00 2.545.30	0.0%
550249 . External Contracts	2,484.70	5,000.00	-2,515.30	49.7%
550250 . Postage 550251 . Printing	0.00 707.00	0.00 900.00	0.00 -193.00	0.0% 78.6%
550252 . Police Chief Salary	96,248.75	100,098.70	-3,849.95	96.2%
550253 . Police Asst. Chief Salary	85,545.50	88,967.35	-3,421.85	96.2%
550254 • Police Officers' Salary	376,868.33	455,517.56	-78,649.23	82.7%
550255 • Administrative Assistant PD	0.00	0.00	0.00	0.0%
550256 • Crossing Guard	5,137.74	4,000.00	1,137.74	128.4%
550257 • Police Department Overtime	9,546.47	15,000.00	-5,453.53	63.6%
550261 • Criminal Investigations	5.40	2,000.00	-1,994.60	0.3%
550262 • General Liability Insurance	16,735.81	19,296.20	-2,560.39	86.7%
550263 • TWC Unemployment Ins	0.00	0.00	0.00	0.0%
550264 • Incentive Pay	8,139.72	9,600.00	-1,460.28	84.8%
550271 • Salaries Benefits - FICA	41,425.51	55,349.94	-13,924.43	74.8%
550275 • Salaries Benefits -TMRS	47,412.24	61,909.90	-14,497.66	76.6%
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	21,818.40	17,832.00	3,986.40	122.4%
550280 • Communications	5,376.34	14,000.00	-8,623.66	38.4%
550281 . Training	9,173.70	15,000.00	-5,826.30	61.2%
550286 • Training Ammo & Supplies	3,877.54	5,000.00	-1,122.46	77.6%
550290 . Uniforms	13,604.75	24,000.00	-10,395.25	56.7%
550291 . Patrol Equipment	11,049.29	7,000.00	4,049.29	157.8%
550292 . Community Programs	2,856.36	3,000.00	-143.64	95.2%
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%
550298 • Awards & Recognitions	0.00	0.00	0.00	0.0%

Net

Town of Double Oak

Profit & Loss Budget vs. Actual

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
550300 . Vehicle Fuel	19,289.41	30,000.00	-10,710.59	64.3%
550400. Vehicle Repair & Maintenance	14,241.16	10,000.00	4,241.16	142.4%
Total 550000 . Police Department	1,010,561.36	1,119,993.49	-109,432.13	90.2%
560000 . Municipal Court				
560010 • Judges Services	6,300.00	10,000.00	-3,700.00	63.0%
560015 • Jury Services	0.00	240.00	-240.00	0.0%
560018. Jail Services	1,780.00	0.00	1,780.00	100.0%
560020 . Prosecuting Attorney	6,108.75	10,000.00	-3,891.25	61.1%
560025 • Other Professional Services	1,636.62	480.00	1,156.62	341.0%
560026 . Court Clerk - Salary	63,580.58	65,820.78	-2,240.20	96.6%
560027 . Court Clerk- FICA	5,267.44	5,632.37	-364.93	93.5%
560028 · Court Clerk - TMRS	6,290.46	6,334.93	-44.47	99.3%
560029 · Court Clerk Ins (H/D/L)	9,284.82	8,534.52	750.30	108.8%
560030 . Court Clerk - Longevity	905.00	905.00	0.00	100.0%
560031 . Overtime	6,193.53	6,000.00	193.53	103.2%
560035 • Court Supplies, Equip & S/W Main	13,214.58	6,000.00	7,214.58	220.2%
560055 • Membership Dues	0.00	0.00	0.00	0.0%
560076 • Incentive Pay	865.25	900.00	-34.75	96.1%
Total 560000 . Municipal Court	121,427.03	120,847.60	579.43	100.5%
570000 • Double Oak Vol. Fire Department				
570010 • DOVFD Capital Equip Contributio	0.00	0.00	0.00	0.0%
570020 • DOVFD Operations Contribution	75,000.00	100,000.00	-25,000.00	75.0%
570021 General Liability Insurance	11,612.64	13,389.20	-1,776.56	86.7%
570022 Worker's Compensation Ins	3,818.22	3,120.60	697.62	122.4%
Total 570000 • Double Oak Vol. Fire Departm	90,430.86	116,509.80	-26,078.94	77.6%
Total Expense	2,334,484.10	2,292,001.96	42,482.14	101.9%
Net Ordinary Income	69,501.85	-20,000.00	89,501.85	-347.5%
et Income	69,501.85	-20,000.00	89,501.85	-347.5%

Town of Double Oak Balance Sheet

As of September 15, 2023

	Sep 15, 23
ASSETS	
Current Assets	
Checking/Savings	
102302 • Independent Bank Money Market	2,393,784.13
102303 • Independent Bank Checking	-3,856.97
102304 • Police Leose Training Fund	1,828.60
102306 • John B. Wright Memorial Fund	590.24
102307 • DO Police Dept Chapter 59	9.26
102400 • Petty Cash	499.21
102450 • DATCU	3,285.93
106101 • Certificate of Deposit	432,376.13
Total Checking/Savings	2,828,516.53
Accounts Receivable	
106100 • Accounts Receivable	20,363.70
Total Accounts Receivable	20,363.70
Other Current Assets 104100 • Bartonville Water Certificate	2,000,00
	2,000.00
106150 • Interest Receivable	280.95
106400 • Employee Receivables	-66.04
106700 • Property Taxes Receivable	19,263.24
106900 • Prepaid Costs	32,274.55
Total Other Current Assets	53,752.70
Total Current Assets	2,902,632.93
TOTAL ASSETS	2,902,632.93
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	0.000.05
202000 • Accounts Payable	9,802.85
Total Accounts Payable	9,802.85
Other Current Liabilities	
106300 • Allowance for Uncoll Taxes	19,263.24
200000 • Payroll Liabilities	
201500 • TMRS Payable	2,588.39
202507- • Dependant Health Care Cover	-1,377.52
202508- • AFLAC Deduction	65.58
202509 • Child Support Withholding Or	111.85
202513 • Vision Insurance	520.70
202516 • Dependent Life Insurance	-115.35
200000 • Payroll Liabilities - Other	-137.84
Total 200000 • Payroll Liabilities	1,655.81

Town of Double Oak Balance Sheet As of September 15, 2023

	Sep 15, 23
200504 • Town Hall Reservation Deposits	500.00
201250 • Cr Card Fees/Collection Charges	-602.78
202250 • Town Hall Renovations	200.00
202501 • Court Fees & Fines Due State	54,109.05
202502 • Technology Fees	1,258.63
202503 • Court Security Fees	20,808.04
202504 • Police LEOSE Training Account	966.09
202506 • Child Safety Fund	5,062.52
202511 • Omnibase Fees Due	362.32
202512 • Court Collections	-4,750.26
202760 • Time Payment Reimbursement F	634.98
203002 • Park Fund Account	239.27
203006 • CLFRF - SLFRF Funds	341,653.25
203008 • 50th Birthday fund	935.92
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	10,953.34
206500 • Police-Chapter 59	9.26
208000 • Golf Tournament	44.85
Total Other Current Liabilities	435,703.87
Total Current Liabilities	445,506.72
Total Liabilities	445,506.72
Equity	
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	69,501.85
Total Equity	2,457,126.21
TOTAL LIABILITIES & EQUITY	2,902,632.93

Survey Description

Survey Details

Survey Location 420 Simmons Road, Double Oak, TX 75077

Survey GPS Coordinates

Survey Dates Start Stop

Wednesday, 9/6/2023 1:48 PM Wednesday, 9/13/2023 1:13 PM

Posted Speed Limit 30 mph
Traffic Zone Normal

File Name STALKER_ROADSIDE_LOG_160217_EW002985_59E2@2023-09-

13_13-46-20.xml

Device Type Traffic Trailer

Device Serial Number SNAA000000

Survey Note

Total Vehicle Count 17578

Traffic Direction South (Closing) North (Away)

Vehicle Count 8629 8949

CARRUTH EST if ES *Double Oak TAYLOR OAKS Map data ©2023 GoOgle

Survey Summary

Survey	/ Des	cription
Suive	DC3	CIPCIOII

Survey Location 420 Simmons Road, Double Oak, TX 75077

Survey GPS Coordinates

Survey Dates Start Stop

Wednesday, 9/6/2023 1:48 PM Wednesday, 9/13/2023 1:13 PM

Posted Speed Limit 30 mph
Traffic Zone Normal

urvey Result			
otal Vehicle Count		17578	
Traffic Direction	Closing	Away	Combined
	South	North	
Vehicle Count	8629	8949	17578
osted Speed Limit		30 mph	
Vehicles Under the Speed Limit Count	7534	6489	14023
Vehicles Under the Speed Limit Percentage	87.31%	72.51%	79.78%
Vehicles Over the Speed Limit Count	1095	2460	3555
Vehicles Over the Speed Limit Percentage	12.69%	27.49%	20.22%
xcessive Speed Threshold		40 mph	
Vehicles Over the Excessive Speed Count	5	66	71
Vehicles Over the Excessive Speed Percentage	0.06%	0.74%	0.4%
Average Violation Speed	32.04 mph	33.11 mph	32.78 mph
peed Profile			
Average Speed	26.73 mph	28.59 mph	27.68 mph
Minimum Speed	5 mph	4mph	4 mph
Maximum Speed	44 mph	66 mph	66 mph
85th Percentile Speed	30 mph	32 mph	31 mph
Standard Deviation	4 mph	4mph	4 mph
10 mph Pace	22-31 mph	24-33 mph	23-32 mph
In Pace Count	7085	7242	14248

Data Recording Limits

Highest Speed Allowed 120 mph
Lowest Speed Allowed 10 mph
Minimum Following Time 0 Second(s)

Survey Description

Survey Location

420 Simmons Road, Double Oak, TX 75077

Survey GPS Coordinates

Survey Dates

Start

Stop

Wednesday, 9/6/2023 1:48 PM

Wednesday, 9/13/2023 1:13 PM

Posted Speed Limit

Traffic Zone

30 mph Normal

Speed -Volume Matrix

Date Range: 2023-09-06 - 2023-@9-03

Date Span	Total	5-10	11-	16-	21-	26-	31.	-36-	41-	46-	51•	66-	61-	66-	71-	76-	81-	86+
			15	20	25	30	35	40	.45	50	55	60	65	70	75	80	85	
00!00 - 00!59	45				,9	25	9	2					-					
01 :00 • 01 :59	18			1	8	7	1		1									
-0 00 . 02:09	11				1	9	1											
08:!)0' • ()3:59	16	4			2	5	5											
04:00 • 04!5	44	9	2	1	11	15	6										W	110
05:00 • 05:59	92		3	4	12	55.	17	1										
0'6:00 • 0'6:?	4	1	4	15	100	280	'\$1	5										
07:00 • 07:59	1646	5	17	93	388	948	180	13	2									
08:00 • 08:59	1H!7	3	4	33	2'44	58	172	9	2	1	- 1							
09:00 • 09:59	910	4	14	43	175	517	142	11		3	1							
10,0lil - 10:59	973	2	9	2	181	559	11a	11			2	1						
11:00 • 11:59	1019	2	25	31	173	563	202	. 13	4	1	2		2	1				
12;00- • 12(59	10\$3	1	10	35	178	579	207	15	2	1	1	1						
13:00- 13:59	940	3	4	35	156	507	211	22			1	1						
i4;00 -14:59	1235	2	4	33	200	713	258	20	2		3							
15:00 • 15:59	1703	2	6	52	299	969	348	22		1	2	2						
16:00- 16:-S	1520	3	13	34	255	850	338	21		2	3	-1		175				
17:00-17:59	1546		9	38	211	925	328	32			1		2					
18,00-18:59	1120		9	29	16i'	635'	259	17	4									
19:00 • 1:59	782		5	10	137	463	152	14	1									
20:00 • 20:59	615	1	2	10	130	73	88	8	3							T.	183	
21 :00 • 21 :59	476	51	38	13	72	235	64	3										
Z!:00 • 22'.59	187			3	34	114	33	2				1						
23:0.0 - 23:59	91	3		3	19	48	17	1										

Survey Description

Survey Location 420 Simmons Road, Double Oak, TX 75077

Survey GPS Coordinates

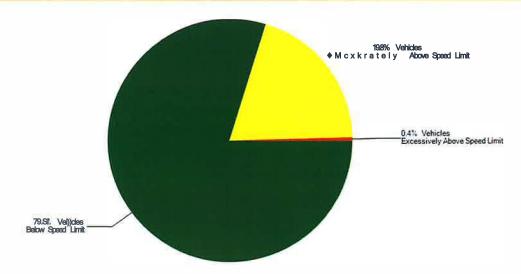
Survey Dates Start Stop

Wednesday, 9/6/2023 1:48 PM Wednesday, 9/13/2023 1:13 PM

Posted Speed Limit 30 mph Traffic Zone Normal

Speed Pie Chart

Date Range: 2023-09-06 - 2023-09-13



Traffic Direction	Closing	Away	Combined
Posted Speed Limit		30 mph	
Vehicles Under the Speed Limit Count	7534	6489	14023
Vehicles Under the Speed Limit Percentage	87.31%	72.51%	79.78%
Vehicles Over the Speed Limit Count	1095	2460	3555
Vehicles Over the Speed Limit Percentage	12.69%	27.49%	20.22%
Excessive Speed Threshold		40 mph	
Vehicles Over the Excessive Speed Count	5	66	71
Vehicles Over the Excessive Speed Percentage	0.06%	0.74%	0.4%
Average Violation Speed	32.04 mph	33.11 mph	32.78 mph



DEPARTMENT ACTIVITY THRU AUGUST 2023











MEDICAL CALLS: 91



TRAINING HOURS: 1570



VOLUNTEER HOURS*: 5057



MONTHLY TEAM ACHIEVEMENTS:

- The department sent B552 to for wildland deployment for a total of 5 weeks and 10 members.
- Welcomed Brandon Green as new member





Town of Double Oak Presentation

FY2024 September 18, 2023



Who We Are

Span, Inc. is a nonprofit established in 1974 that enables people in Denton County to live as fully and independently as possible by providing nutrition and transportation to seniors, people with disabilities, veterans, and other members of the public.





- Last year, we delivered over 124,000 meals to 1,297 clients.
- All clients receive 5 hot meals per week through home delivery and at various senior centers and senior living apartments throughout Denton County.
- In 2022/2023, we added over **300** new clients and trained over **100** new volunteers.
- Due to additional private grant funding, we will start delivering Ensure supplements to our clients in 2024.

Meals on Wheels Team



Our Site Managers are our direct link to the community.

They provide the following for our volunteers:

- Scheduling
- Training
- Support

Senio:r Paws

Through our Senior Paws program, we provide pet food and veterinarian care to homebound clients who might otherwise share their homedelivered meals with their pets.

Senior Paws depends on donations from the community.







Span Transportation is a demand response (scheduled) program that provides shared ride services to Denton County residents.

Passenger Fore: \$3.00



Approved Trip Purposes:

Medical
Shopping for necessities
Public Libraries
Seniors Program
Employment
Education
Nutrition
Recreation
Workshop



Transportation Front Line



DRIVERS:

- Trained, Credentialed, and Safe
- Represented on the SPAN Safety Committee
- See Something/Say Something Culture (See the Big Picture)

DISPATCH:

- Client Reservations
- Customer Service
- Driver Liaison / Constant Communication
- Quality Assurance

SCHEDULING:

- Computer Assisted Scheduling
- Ensure Service Quality
- Maximize Rider Access to Trips

Our Fleet

- Over Thirty Vehicles (30)
- Professional Preventative and Running Repair Maintenance
- Vehicles Maintained in State of Good Repair (SGR)
- Audited by TxDOT, NCTCOG, and DPS
- Eight (8) new Mini-Buses Delivered in August
- Fully Accessible Fleet
- All Vehicles Stored and Maintained at Secure Centralized Facility





City Support

- CARES Act Funding will be fully expensed soon after December 31, 2023.
- The projected Nine-Month (9 month) trip count is Twenty-Seven (27) in FY 2024.
- The Rate per Trip is \$20.24.
- The January September Budget Request for Local Contribution is \$547.00.
- FY2023 Unduplicated Riders: Two.

Inauli Nouil



COUNTY OF DENTON

§

INTERLOCAL AGREEMENT FOR SERVICES

THIS SERVICE AGREEMENT ("Agreement") is entered into by and between Double Oak, Texas, acting by and through its duly authorized designee ("TOWN"), and Span, Inc., ("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. The TOWN or SPAN may hereinafter be referred to individually as a "Party" or collectively as "Parties."

RECITALS:

WHEREAS, SPAN enables people to live as fully and independently as possible

by providing nutrition, transportation and social services to older persons, persons with disabilities, veterans, and the general public;

and

WHEREAS, the success of or failure of the SPAN's purposes and goals has a

relation to the health and welfare of the citizens of the TOWN:

and

WHEREAS, the TOWN is charged with the responsibility of promoting and

preserving the health, safety, peace, good government, and welfare

of its citizens; and

WHEREAS, the TOWN recognizes that it needs transportation alternatives

for its elderly, and disabled citizens to seek routine medical care and to deal with daily routine matters, and the TOWN desires to assist and provide public transportation to said

citizens; and

WHEREAS, TOWN desires to engage SPAN as an independent

contractor, and not as ajoint venture, partnership, or

employee, to provide the transportation services described

herein; and

WHEREAS, SPAN is authorized as a non-profit corporation, authorized

under the Texas Transportation Code to provide this type of transportation to municipalities found in whole or in part within

Denton County, Texas; and

WHEREAS, SPAN desires to provide transportability services for TOWN on

the terms and conditions set forth in this Agreement.

NOW THEREFORE,

in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I Term

- 1.01. This Agreement shall commence on October 1, 2023 ("Effective Date") and continue until September 30, 2024.
- 1.02. Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party, subject to federal requirements related to public transportation.

Article II Service

- 2.01. SPAN shall provide door-to-door demand response transit services to the TOWN's residents who are sixty (60) years of age or older and persons with documented disabilities, or sixty-five (65) years or older and persons with documented disabilities when 5310 funds are used in support of this Agreement ("Riders") in accordance with this Agreement.
- 2.02. Riders shall be picked up within service area and taken anywhere in the SPAN/TOWN transit service destination area shown on Exhibit "A" hereto ("Service Area"), at a cost to the Riders of (\$3.00) for qualified seniors (age 60 and older) and people with documented disabilities. SPAN Transportation policy and procedures are attached hereto and incorporated herein as Exhibit "B" ("the Policy"). The Riders shall remit the total fare recited in this section at or prior to the time the service is rendered.
- 2.03. Situations may arise when Rider's call and request service that is not identified as a part of the Service Area. SPAN may make a request to the TOWN's appointed representative to accommodate the Rider by temporarily transporting outside of the Service Area. The Service Area may be more permanently amended at the request of either Party if both Parties mutually agree to such amendment of Exhibit A in writing.
- 2.04. Riders may call 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. Riders may schedule a ride by calling SPAN'S Transportation Office at 940-382-1900, weekdays between the hours of 8:00 a.m. and 2:00 p.m.

2.05. Demand response transit service is available between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, excluding Saturday, Sunday, major holidays and subject to capacity constraints and availability.

Article III Schedule of Work

- 3.01. SPAN shall provide all equipment, facilities, qualified employees, training, and insurance necessary to establish a demand response transit service for the Riders. SPAN shall further establish, operate, and maintain an accounting system for this program that will allow for a tracking of services provided to 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 Riders.
- 3.02. SPAN will be responsible for verifying and documenting the eligibility of Riders. SPAN reserves the right to determine on an individual basis whether SPAN has the capability to safely transport a Rider, based on the information provided. If SPAN determines that a Rider cannot safely be transported, SPAN shall decline transportation and shall provide documentation as to the reason why service was declined.
- 3.03. The TOWN shall have the right to review the activities and financial records kept incident to the services provided to the Riders by SPAN under this Agreement. In addition, SPAN shall provide monthly ridership information to the TOWN appointed designee specifically identifying the number of Rider trips including rider origination, destination, and purpose.
- 3.04. SPAN will inform riders that their trips to the doctor or dentist's office, drug store or other location may qualify as a Medicaid eligible trip. SPAN will direct potential Medicaid eligible riders to call Texas Health and Human Services to schedule free transportation through Medicaid by calling toll free 1-877-633-8747 (TTY: 1-800-735-2989) or 1-877-MED-TRIP, Monday through Friday between 8:00 a.m. and 5:00 p.m., at least two days before their appointment or trip.

Article IV Compensation and Method of Payment

- 4.01 SPAN received CARES Act federal funding for transportation operations expenses, which allows for 100% reimbursement from the federal government for operations expenses without the need for local funding match from the TOWN as long as these funds are available (the funds are expected to be fully depleted by 1Q24). SPAN's demand response transportation will be provided to the TOWN without fee until CARES Act funding is expended.
- 4.02. After CARES Act funding has been depleted, the TOWN agrees to pay a reasonable fee for service of \$20.24 per trip. The projected trip count for January 1, 2024

- September 30, 2024, is 27 with an annual FY 2024 TOWN contribution of \$547.00. Riders shall pay SPAN a price per one-way trip of Three Dollars (\$3.00), to be collected by SPAN at the time of such trip.
- 4.03. The Fee is based on a projection of three (3) trips per month. SPAN will invoice annually after the end of the fiscal year, which is September 30. In Fiscal Year 2024 the service cost invoiced to the TOWN is estimated to be \$547.00.
- 4.04. SPAN will notify and work with TOWN if demand is higher than projected and amend the contribution amount if agreed to by both parties of the AGREEMENT.
- 4.05. It is further understood and agreed that the service provided hereunder shall be secondary to and not in lieu of or as a substitute for transportation services available through or funded by Medicare and/or Medicaid or any other program, insurance, or provider.
- 4.06. If an otherwise eligible Rider contacts SPAN for service and the Rider's trip does not qualify for payment by the TOWN under this Agreement and/or there are no remaining trips or funding available under this Agreement for such trip, SPAN may offer its service to such Rider in the Service Area at the total cost of Twenty Dollars and Twenty-Four Cents (\$20.24) per one-way trip, which is to be collected by SPAN at the time of such trip.

Article V Devotion of Time, Personnel, and Equipment

- 5.01. SPAN shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should TOWN require additional services not included under this Agreement, SPAN shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services on a time and materials basis, in accordance with SPAN's standard hourly rate schedule, or as otherwise agreed between the Parties.
- 5.02. To the extent reasonably necessary for SPAN to perform the services under this Agreement, SPAN shall be authorized to engage the services of any agents, assistants, persons, or corporations that SPAN may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid SPAN hereunder and shall not otherwise be reimbursed by TOWN unless otherwise agreed to in writing.
- 5.03. The TOWN shall not be required to furnish any facilities, equipment, or personnel necessary to perform the services required under this Agreement unless otherwise provided herein. The Services provided under this Agreement are based on availability.
- 5.04 SPAN reserves the right to suspend or terminate Riders who violate SPAN's policies and procedures.

Article VI Miscellaneous

- 6.01. Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.
- 6.02. <u>Assignment.</u> Neither Party may assign this Agreement without the prior written consent of the other Party.
- 6.03. <u>Successor and Assigns</u>. Subject to the provisions regarding assignment, this Agreement shall be binding on and insure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
- 6.04. <u>Mediation</u>. 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, prior to any litigation being filed.
- 6.05. Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in Denton County, Texas or the Federal courts having jurisdiction over claims arising in Denton County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
- 6.06. <u>Amendments.</u> This Agreement may be amended by the mutual written agreement of the Parties.
- 6.07. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 6.08. <u>Independent Contractor</u>. It is understood and agreed by and between the Parties that SPAN, in satisfying the conditions of this Agreement, is acting independently. All services to be performed by TOWN pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of TOWN. SPAN shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. Nothing contained herein shall constitute or provide for as a waiver of the TOWN's immunity under state or federal law.
- 6.09. <u>Notice</u>. Any notice required or permitted to be delivered hereunder may be sent by electronic mail, first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for TOWN: Town Designee Double Oak, Texas 320 Waketon Road Double Oak, Texas 75077 972-539-9464

If intended for SPAN: Michelle McMahon Executive Director Span, Inc. 1800 Malone Street Denton, Texas 76201 940-382-2224 - Office

6.10. Insurance.

- (a) SPAN shall during the term hereof maintain in full force and effect the following insurance:
 - (1) a comprehensive commercial general liability policy of insurance for bodily injury, death, and property damage insuring against all claims, demands or actions relating to SPAN' s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage with an aggregate of \$2,000,000.00.
 - (2) policy of automobile liability insurance covering any vehicles owned and/or operated by SPAN, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$5,000,000.00 combined single limit and aggregate for bodily injury and property damage.
 - (3) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of SPAN's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and
 - (b) All policies of insurance shall be endorsed and contain the following provIs10ns:
 - (1) provide TOWN, its officers, and employees with indemnification under all applicable coverage with the exception of Workers Compensation Insurance;
 - (2) provide for at least thirty (30) days prior written notice to TOWN for cancellation of the insurance;

- (3) provide for a waiver of subrogation against TOWN for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. SPAN shall provide written notice to TOWN of any material change of or to the insurance required herein.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas.
- (d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by TOWN.
- 6.11. 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. It is expressly understood that the TOWN assumes no operational supervision, control or oversight to the services provided under this Agreement. TOWN does not have any ownership or beneficial interest in the business; and does not share any profits or losses generated from the business.
- 6.12. Indemnification. TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF SPAN PURSUANT TO THIS AGREEMENT. SPAN HEREBY WAIVES ALL CLAIMS AGAINST TOWN, ITS OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "TOWN") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF TOWN OR BREACH OF TOWN'S OBLIGATIONS HEREUNDER. SPAN AGREES TO INDEMNIFY AND SAVE HARMLESS TWONFROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY SPAN'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF SPAN, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF TOWN, IN WHOLE OR IN PART, IN WHICH CASE SPAN SHALL INDEMNIFY TOWN ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO SPAN AS DETERMINED

BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). SPAN'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE

MAINTAINED BY SPAN UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

- 6.13. <u>Confidentiality Clause</u>. Subject to the requirements of the Texas Public Information Act or as required by Court order, both Parties agree to endeavor to take all reasonable measures to keep in confidence the confidential data and information of any Party that another Party may know or access during performance of this Agreement ("Confidential Information"), and shall not disclose, make available or assign such Confidential Information to any third Party without the prior written consent of the Party providing the information except as required by the Texas Public Information Act or Court order
- 6.14. <u>Counterpaits</u>. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all the Parties hereto.
- 6.15. <u>Exhibits.</u> The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.
- 6.16. <u>Survival of Covenants</u>. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[Signature Page to Follow]

EXECUTED this	day of September	,2023
TWON OF DOUBLE OAK,	TEXAS	
By: Patrick Johnson, Mayo	or	
ATTEST:		
By: Eileen Kennedy, Tov	vn Secretary	
EXECUTED this	day of	
SPAN, INC		
By: Michelle McMahon J	Executive Director	

EXHIBIT A SERVICE AREA

Services all of Denton County

EXHIBIT B TRANSPORTATION POLICIES AND PROCEDURES



2023,.:2021, Doubl'e-\Oak EM,5'l roposal

Presentation

by

Patrick Johnson

Mayor

Mayor

Double Oak Texas

8/16/2023



Double Oak Mayor Map of Double Oak





Double Oak appreciates the contract that it has had with Flower Mound since 2016

THANK YOU



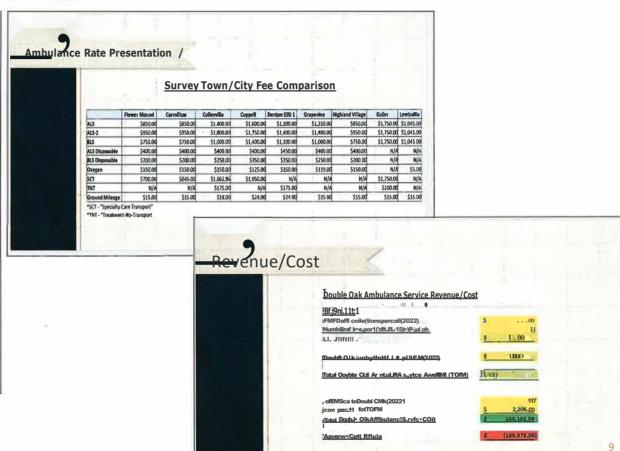


- Double Oak is landlocked with no future property growth potential
- Double Oak must self-fund through property tax, franchise tax, and sales tax
- Double Oak pays for EMS services through its annual budget, not through a mill or property tax rate collected by Denton County
- The budget process is not a simple one for Double Oak, all expenses must be accounted for and covered by revenues

Flower Mound Ask







Flower Mound Unit Hour Analysis



Unit Hour Analysis Based on Fina	ncial and (Operation Data for a Fiscal Year
1,Total Unit Hours Per week= A	1,008.00	Manned Ambulance Hours
2 Average Call Volume Per Week= (B)	81.60	Calls Per Week
3 Unit Hour Utilization = (B/A)	0.08	Cal Is Per Unit Hour
4.Shift Utilization= (B/A) x 8 hours	1.94	Cal Is Per Shift
5 Total Expenses Per Week= C	17,899.23	Expense Per Week
6 Total Expenses Per Day= C/7 days	2,557.03	Expense Per Day
7 Cost Per Unit Hour= Line C/Line A	2.54	Cost Per Unit Hour
B Depreciation for Ambulance	31.44	Increase for Ambulance Dep
C Depreciation for Building	136.98	Increase for Building Dep
D Depreciation for Equipment	5.44	Increase for Equip Dep
E Add Lines 7A, 7B, 7C and 7D	176.40	Adjusted ost per unit shift
Co_st Per Unit Shift= (E) x 8 hours x 3	4,233.52	ost per unit shift
9, Cost Per Cal I = Line 8 divided by Line 4	2,178.97	Cost per call

Double Oak Call Breakdown



Double Oak Call Breakdown	
1 Total Number of Calls for Double Oak	117
2 Average Number of Calls per week	2.25
3 Avg calls per week as a% of	2.75%
3 Total Revenue for Double Oak Calls	29,075.00
4 Double Oak Revenue Per Call (current)	248.50
Avg Col	# Transp
5 Emergicon Collections 489	86 42,054.00
6 Total Double Oak Revenue = (3 + 5)	71,129.00
7 Using Highland Village & Carrolton Rates	850.00
8 Projecting Total Number of Calls= (1) x 7	99,450.00
9 Emerigicon Collections	42,054.00
10 Projected Revenue for Double Oak@ \$85	0 141,504.00

Double Oak Step Up Plan



11 Proposed	Step Up Plan	# calls	City Fee	Total Rev	Increase of	f Current
2024	Target	120	450	54,000.00	24,925.00	85. 73%
2025	Target	120	650	78,000.00	48,925.00	168.27%
2026	Target	120	875	105,000.00	75,925.00	261.13%
2027	Target	FMFD Curre	FMFD Current City Rates			

The Logic Behind the Ask

- The increase from \$29K to \$180K, a 520% will trigger the citizens to go to RFP for EMS services as the ask will be too rich
- Options could be limited; however, if we are true partners, we will negotiate in good faith with realistic locked-in rates regardless of# of calls due to the lack of town growth.
- The step-up program allows Double Oak to plan future budgets for the 85% increases presented above. \$29K to \$54K to \$78K to \$105K
- As these rates right size, the expectation would be minimal increases after 2027
- The revenue above does not account for the Emerigeon collections, so that they would be in addition to the revenue above

 Double Oak Mayor





11 Proposed	Step Up Plan	# calls	City Fee	Total Rev:	Increase of	Current
2024	Target	120	450	54,000.00	24,925.00	85.73%
2025	Target	120	650	78,000.00	48,925.00	168.27%
2026	Target	120	875	105,000.00	75,925.00	261.13%
2027	Target	FMFD Curre	FMFD Current City Rates			

Pa ¥ment Plan

- 2024 Two Payments of \$27K, one in Oct 2023 and one in March 2024
- 2025 Two Payments of \$39K, one in Oct 2023 and one in March 2024
- 2026 Quarterly Payments of \$26,250
- Quarterly payments thereafter

Quarterly payments can ensure future town councils that the funds will be evenly distributed through out the year vs. lump sum payment





11 Proposed	Step Up Plan	# calls	City Fee	Total Rev	Increase of	f Current
2024	Target	120	450	54,000.00	24,925.00	85.73%
2025	Target	120	650	78,000.00	48,925.00	168.27%
2026	Target	120	875	105,000.00	75,925.00	261.13%
2027	Target	FMFD Curre	FMFD Current City Rates			

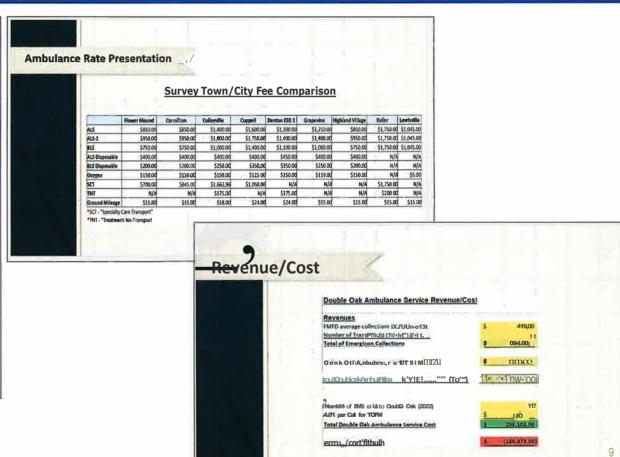
Can these numbers work without a huge increase in Double Oak's budget year over year?

Let's discuss

Flower Mound Ask









THAN \(\frac{4}{3}G\)-IA EGJ. yo \(\mathbb{U}\) R CONSJO:\(\begin{array}{c} \epsilon \text{RATION} \alpha \text{THIS} \\ \begin{array}{c} P;8CJBOSAL \end{array}



Flower Mound EMS Counteroffer



SUbJect: EMS Proposal

CAV.1011 IEXTUNIU, [MAIL!

Good Morning Mayor Johnson

Thank you for laking the lime to come and meet with us on the EMS Contract Proposal we made to the Town of Double Oak. We appreciate your thoughtful and well-presented counter-proposal.

After meeting with our staff, Chief Henley has arrived at a number that we are hopeful will work in the best interests of both of our Towns. In the spirit of your "Double Oak Step Up Plan," we offer the following solution,

Step Up Plan Counter Offer

2024 59.000 88,000 2025 120,000

Payment Plan Counter Offer 2024 - Two payments of \$29,500 payable 1011123 and 3/1124 2025 - Two payments of \$44,000 payable 1011124 and 311/25

2026 - Quarterly payments of \$30,000

Quarterly payments thereafter, as you suggested

These numbers fall short of covering the full cost of responding an ambulance from Flower Mound, but we believe ii is a solid movement in the right direction. We hope that you will carefully consider this offer as e good compromise lo our original contract ask and your counter-proposal.

Upon acceptance of this proposal, a contract will be drawn and forwarded to you.

Very Respectfully,

G. Dean Feldpausch Deputy Chief/EMS Flower Mound Fire Department

Flower Mound EMS Counter Offer



Step Up Plan Counter Offer

2024 \$59,0002025 \$88,0002026 \$120,000

Payment Plan Counter Offer

- 2024 Two payments of \$29,500 payable 10/1/23 and 3/1/24
- 2025 Two payments of \$44,000 payable 10/1/24 and 3/1/25
- 2026 Quarterly payments of \$30,000
- Quarterly payments thereafter, as you suggested

ORDINANCE NO. ;;;2=86

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING AND SETTING ASIDE THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR MAINTENANCE AND OPERATION **OF** THE **DEPARTMENTS** AND FOR **VARIOUS ACTIVITIES** AND IMPROVEMENTS OF THE TOWN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS an annual budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024, has been duly created by the budget officer of the Town of Double Oak, Texas, in accordance with Chapter 102 of the Texas Local Government Code; and

WHEREAS the budget officer for the Town has filed the proposed budget in the office of the Town Secretary and the proposed budget was made available for public inspection in accordance with Chapter 102 of the Local Government Code; and

WHEREAS a public hearing was held by the Town in accordance with Chapter 102 of the Local Government Code, following due publication of notice thereof, at which time all citizens and parties in interest were given the opportunity to be heard regarding the proposed budget; and

WHEREAS, after full and final consideration, it is the opinion of the Town Council that the 2023 - 2024 fiscal year budget as hereinafter set forth should be approved and adopted. Now, Therefore

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

SECTION 1. That the proposed budget of the revenue and expenditures necessary for conducting the affairs of the Town of Double Oak, Texas for the fiscal year beginning October 1, 2023, and ending September 30, 2024, as submitted to the Town Council, attached hereto as Exhibit "A", be and the same is hereby adopted and approved as the

budget of the Town of Double Oak, Texas for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2023, and ending September 30, 2024, shall be made in accordance with the budget by departmental allocation approved by this ordinance unless otherwise authorized by a duly enacted ordinance of the Town of Double Oak, Texas.

SECTION 3. That all budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the prior fiscal year are hereby ratified, and the budget Ordinance for the prior fiscal year, heretofore enacted by the Town Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 4. Upon approval of the budget, the budget officer shall file a true and certified copy thereof with the County Clerk of Denton County, Texas.

SECTION 5. That all provisions of the Ordinances of the Town of Double Oak, Texas in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other provisions of the Ordinances of the Town of Double Oak, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 6. That should any word, 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.

SECTION 7. That this Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on the 18th day of September , 2023. APPROVED: MAYOR ATTEST: TOWN SECRETARY APPROVED AS TO FORM:

ISiTOWN ATTORNEY

TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION

Comprehensive Transparency and Ethics Policy for Texas Municipalities (as may be amended, supplemented or otherwise modified from time lo time, this "Policy")

This Policy:

- 1. Is not applicable to any Elected Official's candidacy or election that is regulated by the Texas Ethics Commission; and
- 2. Does not waive the authority and discretion of any City, City Body, Elected Official, or City Official to enforce higher ethical standards than those established by this Policy.

SECTION 1. TRANSPARENCY & DISCLOSURES

- **1. General Covenants and Provisions.** The transparency standards and requirements set forth in this Policy shall extend to the City, all City Bodies, Elected Officials, City Officials, Affiliated Organizations, Local Government Affiliate, and other Persons as applicable.
- 2. **Financial.** The City must post to its website, at no cost to the public, for the current fiscal year, and for each fiscal year following the adoption of this Policy by the City, the information set out below in this Section. Unless stated otherwise below, all reports shall be for each fiscal year.
 - a. ACFR. All Annual Comprehensive Financial Reports for the City.
 - b. Audits.
 - i The City shall conduct a City-wide efficiency audit every five years, which audit shall be conducted by an outside independent firm. The scope of the audit shall be to engage in fraud detection and to recommend suggested cost savings and identify revenue opportunities. The draft audit report and the final audit report shall be posted to the City's website and the lead partner on the audit shall be made available for a Q&A session with City residents and taxpayers within 30 days of report completion.
 - ii. The City shall conduct a City-wide financial audit every year, which audit shall be conducted by an outside independent firm. The scope of the audit shall be to engage in fraud detection, affirm the accuracy of all financial reporting, and confirm proper accounting procedures are utilized. The draft audit report and the final audit report shall be posted to the City's website and the lead partner on the audit shall be made available for a **Q&A** session with City residents and taxpayers within 60 days of the final audit report's completion. No firm shall perform such audit for more than 3 years in succession and no more than 6 times in 10 years.
 - c. **Vendors.** The City shall require all Vendors, in order to receive more than \$10,000 in payments during a fiscal year, to fill out and sign under penalty of perjury, a form annually with the following information at a minimum:

- i. any Elected or City Official;
- ii. any Family Relationship of any Elected Official or City Official; and/or
- iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
- d. *Contracting*. If the City, City Body, or any Local Government Affiliate signs a contract with or enters into any agreement (written or otherwise) with:
 - i. any Elected or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
- e. *Payments*. The City, any City Body, or any Local Government Affiliate makes any payments to any of the following that is not pursuant to a written contract and which has not been previously disclosed pursuant to <u>Section I.3(a)</u> or <u>Section Ll@</u>} above:
 - i. any Elected Official or City Official;
 - ii. any Family Relationship of any Elected Official or City Official; and/or
 - iii. any Affiliate Organization of any Elected Official or City Official or any of their Family Relationships.
- f. Services & Asset Sales. Any Elected Official or City Official, any Family Relationship of any Elected Official or City Official, or any Affiliate Organization of any Elected Official, City Official or any their Family Relationships purchases on their own behalf or has another Person purchase on their behalf any material, item, land, improvements, service, or anything of value from the City, a City Body, or a Local Government Affiliate.

4. City and City Body Meetings.

- a. All meetings of the City Council as well as boards and commissions of the City with members that are not employees of the City shall be fully subject to the Texas Open Meetings Act and Texas Public Information Act without restriction. If any court of law, administrative court, opinion, statute, or other ruling shall determine that any entity described herein is not subject to the Texas Open Meetings Act and/or Texas Public Information Act as a matter of law, said entity shall regardless adopt the provisions of the Texas Open Meetings Act and Texas Public Information Act and conduct its affairs in full compliance, including waiving immunity for injunctive relief to enforce compliance.
- b. All meetings involving a majority of the City Council shall be live-streamed and video recorded. The City will take all necessary steps to ensure that any individual speaking during the meeting, including any individual speaking to the City Council or making any presentation to the City Council is both clearly visible and identified during the live-stream and in the video recording. The City will ensure that video and audio recordings of all City Council meetings are promptly made available to the public, and in any event within 48 hours, on the City's website.

b. These standards shall extend to the City, all City Bodies, Elected Officials, City Officials, Local Government Affiliates, Family Relationship, Affiliate Organizations and other Persons as applicable.

2. Conflicts of Interest.

- a. Decision Making.
 - i. Elected Officials may not vote on any matter in <u>Section 13</u> above for which they are a conflicted party.
 - ii. City Officials may not be the deciding party on any matter in <u>Section 13</u> above for which they are a conflicted party.
- b. Usage of City Property. Unless explicitly allowed in writing per the terms of employment or office holding, an Elected Official or City Official shall not use, or permit others to use, any City or City Body funds, property, or personnel for non-City or non-City Body purposes, as applicable, except when otherwise available to the public generally or to a class of residents on substantially the same terms and conditions.
- c. *Representation*. Elected Officials and City Officials shall not for pay, profit, compensation, financial gain or other benefit represent or appear on behalf of themselves or on behalf of non-City or non-City Body interests before the City or City Body.
- d. *Personnel Reporting*. No Person employed by the City or a City Body shall report directly or indirectly to a Family Relationship without the affirmative, public approval by the City Council.
- e. *Proper Contracting.* No City Official shall be the decision maker for the hiring of a Vendor whereby said Vendor or an Affiliate Organization of the Vendor is a Family Relationship of the City Official.
- 3. **Gifts.** To avoid the appearance and risk of impropriety and self-enrichment, Elected Officials and City Officials shall not solicit or accept any Gift from any Person doing business with, seeking to do business with, or being regulated by the City. Those items or services that do not constitute prohibited Gifts include, but are not limited to:
 - a. Political contributions made and reported in accordance with all applicable local, state, and federal laws.
 - b. Awards publicly presented in recognition of public service.
 - c. Entertainment, meals or refreshments furnished in conjunction with public events, appearances, or ceremonies related to official city business, if furnished by the sponsor of such public event, and meals and refreshments having a value of less than \$200.00 when furnished or provided to an Elected Official or City Official during the conduct of public business.
 - d. Any item received by an Elected Official or City Official and immediately donated to a charitable organization.
 - e. Meals, lodging, or transportation in connection with services rendered by the Elected Official or City Official at a conference, seminar or similar event that is more than merely perfunctory.

- I. **Rules of Construction.** Words used in the present tense include the future tense. Words used in the plural number include the singular, and words in the singular include the plural. The word "shall" is always mandatory. The word "herein" means in this Policy. The word "regulations" means the provisions of any applicable ordinance, rule, regulation or policy.
- 2. **Defined Terms.** For the purposes hereof, the following terms have the meanings set forth below:
 - a. "Affiliate Organization" means any Person in which: (1) such Person or any Family Relationship of such Person holds a five percent (5%) or greater beneficial or ownership interest; and/or (2) such Person or any Family Relationship of such Person is directly or indirectly involved in the management and/or control of such entity.
 - b. "City" means any home rule city which has adopted a home rule charter for its local self-governance and all its subsidiaries, or any general law city as defined in the Tex. Local Gov't Code.
 - c. "City Body" means the City Council and any commission or board of the City created by the City Council, together with any other governing body or group responsible for the management and administration of any City activities and their subsidiaries. "City Body" shall also include all committees, sub-committees, working groups, boards, corporations, local government corporations, commissions, agencies, departments, funds, non-profits, or any other entity created by any City Body.
 - d. "City Council" means the City Council or City Commission as defined in the City Charter or Local Gov't Code.
 - e. "City Officiaf" means all persons appointed by the City Council or an individual City Council Member to a City Body and all employees of the City. For the avoidance of doubt, City Official shall not include the Elected Officials.
 - f. "Elected 0/ficiaf" means the elected officers of the City, including the mayor of the City and the members of the City Council.
 - g. "Family Relationship" means any relationships within the third degree by consanguinity or affinity, each as defined by Tex. Gov't Code Chapter 573. In relevant part, (A) Tex. Gov't Code Chapter 573.023(c) provides that "[a]n individual's relatives within the third degree by consanguinity are the individual's: (I) parent or child (relatives in the first degree); (2) brother, sister, grandparent or grandchild (relatives in the second degree); and (3) great-grandparent, great-grandchild, aunt who is a sister of a parent of the individual, uncle who is a brother of a parent of the individual, nephew who is a child of a brother or sister of the individual, or niece who is a child of a brother or sister of the individual (relatives in the third degree).."; and (B) Tex. Gov't Code Chapter 573.025(b) provides that "[a]n individuals relatives within the third degree by affinity are: (I) anyone related by consanguinity to the individual's spouse in one of the ways named in Section 573.023(c); and (2) the spouse of anyone related to the individual by consanguinity in one of the ways named in Section 573.023(c).

TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION TRANSPARENCY AND ETHICS INTERLOCAL AGREEMENT

This Contract and Interlocal Agreement (this "Agreement") is entered into by and between political subdivisions of this state (hereinafter referred to as "Members") to form a joint transparency and ethics pool operated by the Texas Government Accountability Association (hereinafter referred to as the "Transparency and Ethics Pool") for the purpose of providing comprehensive transparency and ethics policies, as well as oversight and enforcement, which are inherent in operating a political subdivision.

WHEREAS, to promote confidence in local government and thereby enhance local government's ability to function effectively, the Texas Government Accountability Association (the "TGAA") has adopted uniform transparency and ethics polices that the Members have determined are in the best interest to adopt and adhere to;

WHEREAS, the undersigned Member finds that it is in the best interest of the public to have transparency and ethics compliance performed by a trusted third party, rather than or in addition to any compliance-related efforts being performed internally by such Member, where potential conflicts of interest may arise; and

WHEREAS, the undersigned Member, in accordance with the Interlocal Cooperation Act, Tex. Gov't Code §791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion# MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become a member of the TGAA.

NOW, THEREFORE, in consideration of the execution of this Agreement by and between the Members and the TGAA and of the contributions of the Member to the TGAA, the undersigned Member agrees to adopt and implement the applicable Comprehensive Transparency and Ethics Policy established by the TGAA (as may be amended, supplemented, updated, revised, altered, modified or otherwise changed by the TGAA from time to time, the "Transparency and Ethics Policy"), and the TGAA agrees to provide certain consulting and advisory services to the undersigned Member in connection with the implementation of and adherence to such Transparency and Ethics Policy. The TGAA shall have no authority over Member other than in the specific areas of transparency and ethics. The transparency and ethics authority granted to the TGAA by this Agreement shall extend to the Member, its employees, staff, elected officials, vendors, grant recipients, appointees and agents and shall have no authority related to any elected official's candidacy or election that is regulated by the Texas Ethics Commission.

The Member and the TGAA agree that adequate and sufficient consideration, including but not limited to, the exchange of mutual obligations and benefits set forth herein, have been received and the sufficiency thereof acknowledged, and that the enforceability of this Agreement is not dependent upon the payment of dues by the Member.

For the purpose of promoting confidence in the government of the Member and thereby enhancing the Member's ability to function effectively, the applicable Transparency and Ethics Policy of the TGAA is hereby adopted by the Member, whether or not physically attached hereto.

The Member, and all committees, sub-committees, working groups, boards, corporations, local government corporations, commissions, agencies, departments, funds, non-profits, or any other entity created by the Member, shall implement and adhere to the most current version of the applicable Transparency and Ethics Policy then in effect on the date of this Agreement. The Member shall come into full compliance with the current version of the applicable policy within six (6) months from the date of execution of this Agreement, and within two (2) months of the date this Agreement, the governing body of the Member shall designate specific individual, publicly named administrators responsible for ensuring full compliance with the applicable Transparency and Ethics Policy. In addition, each Member agrees to implement and comply with any amendments, supplements, updates, revisions, alterations, clarifications and any other changes to the applicable Transparency and Ethics Policy within six (6) months of issuance of any such changes by the TGAA (collectively, the "Member Adherence Requirements").

It is understood that by participating in the TGAA to provide transparency and ethics policies and oversight services, the Member does not intend to and hereby does not waive any of the immunities that its officers or its employees now possess.

The term of this Agreement and the transparency and ethics policies and oversight provided to the Member shall be continuous commencing 12:01 a.m. on the date this Agreement is executed by the Member until terminated as provided herein.

The requirements, standards, obligations, remedies and enforcement provided for in this Agreement are not exclusive of any other transparency and ethics requirements that the Member may (a) have under state or federal law or other city ordinances, (b) have imposed on itself or (c) be subject to pursuant to any other regulatory body.

The TGAA may terminate this Agreement at any time upon 30 days written notice to the Member and shall subsequently return the pro-rated dues paid by the Member for the remaining portion of the Member's annual term.

The Member may terminate this Agreement only by hosting a referendum of all the citizens within its geographic borders (and if a government association, of all its members' geographic borders) and receiving a majority affirmative vote to terminate this Agreement. The ballot caption language shall read as follows: "Shall [Name of Member] terminate its association with the Texas Government Accountability Association and thus permanently eliminate implementation of the Transparency and Ethics Standards promulgated by the Texas Government Accountability Association for [Name of Local Government]?". At such point, the Member may deliver a two (2) year advance notice of its intent to terminate this Agreement. Dues will remain constant for the Member for the subsequent two (2) years after which the Member will no longer be a member of the TGAA and at which point this Agreement will become null and void with respect to such Member.

The board of directors of the TGAA (the "Board"), acting through its agents and the TGAA staff, is responsible for the administration of all TGAA business on behalf of the Members. The annual member dues of the TGAA shall be set upon the recommendation of the Board. The annual dues shall be due and payable in advance on the anniversary of such payment in the first instance. The

initial annual membership dues of the TGAA shall be as set forth on <u>Schedule A</u> attached hereto, which shall be due and payable immediately upon a Member's admission to the TGAA and thereafter in accordance with this Agreement. The amount of such annual membership dues and the payment requirements relating thereto may be adjusted or changed at any time and from time to time upon resolution by the Board. If any amounts owed by the Member are sought by the TGAA through legal action, the Member agrees to reimburse the TGAA for any attorneys' fees and costs incurred in bringing such action.

In addition to the TGAA, any member of the public may also bring legal action in an appropriate local court or through an arbitration process as set out below to enforce this Agreement (any such legal action, an "Action") against the Member. Before bringing an Action to enforce this Agreement, a member of the public must first file a complaint with the Member and the Board. The complainant shall include all supporting documents in his or her possession when filing the complaint. The Member shall investigate the allegations in the complaint as necessary and schedule a conference with the complainant to be held within ten days after receipt of the written complaint. The Member may set reasonable time limits for the conference. The Member may assign the appropriate representative(s) of the Member to investigate and confer with the complainant. Absent extenuating circumstances, the Member shall provide the complainant with a written response within ten days following the conference. The written response shall set forth the basis of the Member's decision. In reaching a decision, the Member may consider information provided at the conference and any other relevant documents or information the administrator believes will help resolve the complaint, including but not limited to documents submitted by the complainant with the complaint. The complainant may bring an Action to enforce the Agreement against the Member if: (a) the complainant did not receive the relief requested from the Member following the receipt of the written response; (b) the Member did not set the conference timely as proscribed herein and in the TGAA Bylaws; or (c) the Member did not provide a written response to the complainant timely as proscribed herein and in the TGAA Bylaws.

The parties hereto agree that irreparable damage to the TGAA would occur in the event that any of the provisions of this Agreement were not performed by the Member in accordance with their specific terms or were otherwise breached by the Member. It is accordingly agreed that the TGAA shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by the Member and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which the TGAA would be entitled at law or in equity and/or pursuant to the terms of this Agreement. This right of specific performance shall expressly entitle the TGAA to seek an injunction to enforce specifically the requirement that the Member be required to comply at all times with all of the (a) Member Adherence Requirements and (b) standards and requirements of the applicable Transparency and Ethics Policy adopted by the Member pursuant to this Agreement. The Member agrees to waive immunity and allow suits for injunctive relief and specific performance of this Agreement by any member of the public or the TGAA. For the avoidance of doubt, the TGAA and/or any member of the public may bring an action to enforce the requirements set forth in this Agreement, and the Member shall be required to reimburse any member of the

public and/or the TGAA for any attorneys' fees and other costs incurred in bringing any such action against the Member, if such member of the public and/or the TGAA is the prevailing party on any of the merits in any such action.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Claims shall be heard by a panel of three arbitrators. Within 15 days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Dallas County, Texas. The arbitration shall be governed by the laws of the State of Texas. The prevailing party shall be entitled to an award of reasonable attorneys' fees. The award of the arbitrators shall be accompanied by a reasoned opinion.

The Member acknowledges that it has received copies of (a) the Constitution of the TGAA, (b) the Bylaws of the TGAA, and (c) the applicable Transparency and Ethics Policy, and in each case agrees to abide by all of their terms and any amendments thereto.

The Member hereby agrees that it will not enter into nor renew any contract, agreement or other commercial arrangement involving the provision of services or payment of money, with any Local Government Entity unless and until such Local Government Entity has (1) executed an interlocal agreement in a substantially similar form as this Agreement with the TGAA, and (2) in connection with the execution of such interlocal agreement, expressly agreed to adopt and comply with the applicable Transparency and Ethics Policy of the TGAA, along with any amendments, supplements, updates, revisions, alterations, clarifications and any other changes to such applicable Transparency and Ethics Policy made from time to time. For purposes of this Agreement, "Local Government Entity" means every unit of local government, both general purpose and special purpose, and includes, but is not limited to, counties, cities, towns, port districts, public utility districts, water-sewer districts, school districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, quasi-municipal corporations, nonprofit corporations comprised of only units of local government, nonprofit corporations that receive more than 30% of their funding from any government organization, group of taxpayers, or organizations, or a group comprised of local governments joined by an interlocal agreement. The Member also agrees that it will withhold any payment to a Local Government Entity if the Local Government Entity is found by the Member or the TGAA to be in violation of the appropriate Transparency and Ethics Policy until such violation is cured or the dispute regarding such violation is otherwise resolved. The governing body of the Member may by a public, affirmative unanimous vote, agree to waive the requirements of this paragraph to such contract or agreement.

The Member shall also require each vendor or contractor that receives any payments from the Member or any of its affiliates (each such vendor or contractor, a "Subject Vendor") to sign annually and keep on file a disclosure and compliance certificate as described by the applicable

Transparency and Ethics Policy. The Texas Municipal League, TML Intergovernmental Risk Pool and TML Health shall not be designated Subject Vendors under this Agreement. No less than annually, and at any time upon the request of the TGAA, the Member will execute and deliver to the TGAA a written instrument certifying that each of such Member's Subject Vendors have complied with their applicable disclosure and compliance requirements as of and prior to the date of such certification.

MEMBER	ASSOCIATION
Authorized Representative of Member	Authorized Representative of TGAA
Authorized Representative Name and Title	Authorized Representative Name and Title
Address	Address
MemberEIN	
Phone	Phone
Contact Email	Contact Email
Date	Date

SCHEDULE I

Initial Annual Membership Fees

City and County Members:

- For any such member with a total population of less than 5,000 people as of the most recent census, the initial annual fee shall be \$500.
- For any such member with a total population equal to or greater than 5,000 people as of the most recent census, the initial annual fee shall be an amount equal to the product of (a) such city or county's total population as of the most recent census, *multiplied by* (b) \$0.20.

School District Members:

• The initial annual fee shall be the greater of (a) \$500 and (b) an amount equal to the product of (i) the total number of students enrolled in such district as of the then-current school year, *multiplied by* (ii) \$0.50.

Other Government District Members:

• The initial annual fee shall be the greater of (a) \$2,000 and (b) an amount equal to the product of (i) the total number of people within the geographic area of such district as of the most recent census, *multiplied by* (ii) \$0.10.

All Other Members:

• The initial annual fee shall be determined by the Board in good faith.



TOWN OF DOUBLE OAK 320 WAKETON ROAD DOUBLE OAK, TEXAS 75077 (972)539-9464

DATE: __08/08/2023___

DOUBLE OAK

APPLICATION FOR REAPPOINTMENT TO BOARDS/COMMISSION

NAME: <u>Martin (Marty)</u> G. Rol	bbins		
ADDRESS:801 Cross Timbers	Dr. Double	Oak, TX 750	77
HOME PHONE: _972-948-9159	_ WORK PI	HONE:	
EMAIL ADDRESS: _martin.g. robb	oins@gmail.	com	
BOARDS/COMMISSIONS/COMMITTEES ON WHICH YOU CURRENTLY SERVE			
BOARD/COMMISSION/COMM	ПТТЕЕ	DATES	SERVED
BOARD OF ADJUSTMENT: 2015-	Present		
PLANNING AND ZONING COMMISS	JON:		====
STANDING COMMITTEE:			
ARE YOU WILLING TO BE CONSIDERED FOR REAPPOINTMENT FOR ANOTHER TERM:			
	lxJ	YES	
	0	NO	
AREA OF EXPERTISE, i.e., LONG TIME RESIDENT, REAL ESTATE, ARCHITECT,			
ETC. Long time resident, busi	ness leade	er, mechanica	al engineer, builder
MAIL COMPLETED FORM TO:	320 WAKET	SECRETARY FON ROAD OAK, TEXAS 750	077
OR FAX / E-MAIL TO:	FAX: (972 E-MAIL: 1	2) 539-9613 townhall@doubl	eoak.texas.gov





TOWN OF DOUBLE OAK 320 WAKETON ROAD DOUBLE OAK, TEXAS 75077 (972)539-9464

DATE: - <u>8/15/20</u>23

DOUBLE OAK

APPLICATION FOR REAPPOINTMENT TO BOARDS/COMMISSION

NAME: _Dirk Meilinger		
ADDRESS:315 Lake Trail Ct		
HOME PHONE:214-926-8537	_ WORK PI	HONE:
EMAIL ADDRESS:dirk@meilinger.c	com	
BOARDS/COMMISSIONS/COMMITTE	EES ON WHI	CH YOU CURRENTLY SERVE
BOARD/COMMISSION/COMMI	ITTEE	DATES SERVED
BOARD OF ADJUSTMENT: Mem		
PLANNING AND ZONING COMMISSI	ON: <u>N/</u>	1
STANDING COMMITTEE:		· · · · · · · · · · · · · · · · · · ·
ARE YOU WILLING TO BE CONSIDE TERM:	RED FOR RI	EAPPOINTMENT FOR ANOTHER
	[xi	YES
		NO
AREA OF EXPERTISE, i.e., LONG TIM	IE RESIDEN	Г, REAL ESTATE, ARCHITECT,
ETC. Previous Board Member		
MAIL COMPLETED FORM TO:	320 WAKET	SECRETARY ON ROAD AK, TEXAS 75077
OR FAX/ E-MAIL TO:	FAX: (972 E-MAIL: t	ownhall@doubleoak.texas.gov

Reappoint BOA



APPLICATION FOR BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a Board, Commission or Committee, your name, address and telephone number will be available to the press and the public if you elect to disclose this information. All other information will remain confidential.

NAME: Robert Gary Goodman
ADDRESS: 131 Trailing Oaks Dr.
CONTACT PHONE: , (8 1 -7) 491-3940
EMAIL: garyindoubleoak@verizon.net
OCCUPATION: (Ifretired, please indicate former occupation or profession) Adjunct Professor at UNT, teaching Computer Science
Senior . System . Fogioeec .al . Motorola
PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: Member of the Math Association of America *teittle! "0!"*•,e"Double 'Oak:Ratt1thty 'and 'Zot1it19Cot11111iss011 Chairman -at.:the.Oo11ble Oak:Roads.Committee
LIST QUALIFICATIONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR THIS POSITION AND INCLUDE PREVIOUS VOLUNTEER POSITIONS: Good at mathematical analysis
Excellaot organizational skills
REFERENCES: Jean Hillyer
Gary Garrett
Anita Nelson
BOARDS/COMMISSIONS/COMMITTEES OF INTEREST: (Check Interest)
D Board of Adjustments θ Planning and Zoning
D Committee Roads Committee

BYMAIL: ATTN: TOWN SECRETARY

TOWN OF DOUBLE OAK 320 WAKETON ROAD DOUBLE OAK, TEXAS 75077

BY FAX: (972) 539-9613

BY E-MAIL: townhal l@doubl eoak .texas.gov

Reappoint P+Z



APPLICATION FOR BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a Board, Commission or Committee, your name, address and telephone number will be available to the press and the public if you elect to disclose this information. All other information will remain confidential.

NAME: Andrew Weaver
ADDRESS:
CONTACT PHONE:
EMAIL:
OCCUPATION: (Ifretired, please indicate former occupation or profession) Retail Executive
Adjunct university professor *Rellred*Air*Forceofficer
PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
LIST QUALIFICATIONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR THIS POSITION AND INCLUDE PREVIOUS VOLUNTEER POSITIONS: Member and Chair, Double Oak Planning and Zoning Commission
REFERENCES:
BOARDS/COMMISSIONS/COMMITTEES OF INTEREST: (Check Interest) Board of Adjustments @Planning and Zoning
D Committee

BY MAIL: ATTN: TOWN SECRETARY

TOWN OF DOUBLE OAK 320 WAKETON ROAD DOUBLE OAK, TEXAS 75077

BY FAX:

(972) 539-9613

BY E-MAIL:

townha1l@doubleoak.texas.gov

Reappoint Pèz



RECEIVED AUG 07 2023

APPLICATION FOR BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a Board. Commission or Commiuee, your name, address and telephone number will be available to the press and the public if you elect to disclose this infonnation. All other infonnation will remain confidential.

NAME: 12; f. y r. r. 1/27CJ i, it
ADDRESS: 31C &4,, ;r"il CouY,, Do,)lok 0, fe ?So ?f
R
$comAcr_{\underline{rHoNE: 2}}/\cancel{q} \cdot q_{\underline{z}} \cdot \underline{C} \cdot \underline{R}_{\underline{c}} = \underline{S}$
EMAIL: Supermoma Malinger. com
OCCUPATION: (/frrnn•d. please indicatefnm,er,locupalim1 or prvfessiu11]
- C rl 0p.1Jo11f-td < pc, I c.4."lr/ /ldvt?cr.ft,
- pinner operany unduship
PROFESSIONAL AND OR COMMUNITY ACTIVITIES:
- Member of the Planning and Zoning Commission for the past two years
- Double Oak Womens Club Board for the past three years
- Serve on the Board at my daughters alma mater
LIST QUALIFICATIONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR IBIS POSITION AND
rNCLUDE PREVIOUS VOLUNTEER POSITIONS:
I am extremely familier with our town soning ordinances and the
appropriate regulations to enforce them, and any amondments.
I have incredible organizational skill and problem solving skill
REFERENCES:
Doug and Zena Hubby 214-280-8637
Shelee Keller 214-415-9167
Bonnie Morrow 469-471-4261
BOARDS/COMMISSIONS/COMMITIEES OF L'TEREST: (Check Interest)
BOARDS COMMISSIONS/COMMITTEES OF ETEREST. (Check interest)
☐Board of Adjustments ,0'Planning and Zoning
□Committee

BI' MAIL: A'ITN: TOWN SECRETARY

TOWN OF DOUBLE OAK 320 WAKETON ROAD DOUBLE OAK. TEXAS 75077

BYI-'AX: (972)539-9613

BY E-MAIL.: lml nlmllfi1 doubk oak 1:xa\$ oov

Reappoint PEZ



APPLICATION FOR BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a Board, Commission or Committee, your name, address and telephone number will be available to the press and the public if you elect to disclose this information. All other information will remain confidential.

NAME: <u>ea""" O < Me Wt.H-'-"</u>
ADDRESS: <u>2c1'</u> f'O1.<,#1A L er
CONTACT PHONE: (41'1) &1100
EMAIL: £"9-tf. LLI, M; CC 4 d L · O "1
OCCUPATION: (Ifretired, please indicate former occupation or profession) Liny b A M ("IA,J I Lcn" A Htllt(/J,,,') A ItaLJ,Jt'f'
——————————————————————————————————————
DDOCECCIONIAL AND/OD COMMUNITAL ACTIVITIES.
PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: 11\fA.Je,'t V ₂ JJAhl Vf"Tt'/V-1,fS dr ft:111,A,rA,V \fb9:AS o.f>Foilt'tfl") WA/1.t'
kl'A'tu,-,4,L i216'-Lf &, «4C::1,flA D "'t"iJP ep,t, ::r1 &u:!DIC.c.4lji?, Se4')-, cC,A
_a'<::N.B 4. _\$9 _(1'''4:-IJU.u u 1 L _] o I1111/6
LIST QUALIFICATIONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR IBIS POSITION AND
INCLUDE PREVIOUS VOLUNTEER POSITIONS: heh,) tn i?-,2 r W.a,- n, feyep be,.,il," (),1;IC.Dt" UIA ,1 ,5!.
REFERENCES:
_Ce, NiV#<.<40 .t'N .r'Z#'H},<
MARCO PATIERSON
BOARDS/COMMISSIONS/COMMITTEES OF INTEREST: (Check Interest)
Board of Adjustments LaPlanning and Zoning
lii Committee C tTJ U'6

BYMAIL: ATTN: TOWN SECRETARY

TOWN OF DOUBLE OAK 320 WAKETON ROAD DOUBLE OAK, TEXAS 75077

BYFAX: (972) 539-9613

BYE-MAIL: townhall@.doubleoak.lexas.gov

Reappoint PEZ





APPLICATION FOR BOARDS/COMMISSIONS

As an applicant for a Board, Commission or Committee, your name, address and telephone number will be available to the press and the public if you elect to disclose this information. All other information will remain confidential.

NAME:	Dan Mcconnick				
ADDRESS:	190 Cedarcxrest Ln.				
CONTACT PHONE:	21G144				
EMAi L:	dmmfiariijl ihdcom				
OCCUPATION: (ffretired, please indicate former occupation or prafession) Consultant of Oil and Gas companies. Pipleine const111ction and optimization. Contract negotiation.					
	D/OR COMMUNITY ACTIVITIES: ngineers, North Texas Gas Processors Association				
`	ONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR THIS POSITION AND S VOLUNTEER POSITIONS: ble Oak.				
REFERENCES:					
Dale Smith - Double Oa	k resident				
Larry Story - Double Oa	ak resident				
Dave Boughton - Doub	le Oak resident				

BOARDS/COMMISSIONS/COMMITTEES OF INTEREST: (Check Interest)

0 Board or Adjustments

Planning and Zoning

SEND COMPLETED FORM TO:

BYMAII,: ATTN:TOWN SECRETARY

TOWN OF DOUBLE OAK
320 WAKETON ROAD

DOUBLE OAK, TEXAS 75077

BY FAX-

(972) 539-9613

BY Ji-MAIL:

<u>eilcen.kennedv(@.doublconk.tcxas.gov</u> lynn.jones@doubleoak.texas.gov





APPLICATION FOR BOARDS/COMMISSIONS/COMMITTEES

As an applicant for a Board, Commission or Committee, your name, address and telephone number will be available to the press and the public if you elect to disclose this infonnation. All other info1mation will remain confidential.

NAME: Chris Ernst
ADDRESS: 115 Meadow Oak Court, Double Oak, TX 75077
CONTACT PHONE: (979) 492-6424
EMAIL: ChrisErnst@gmall.com
OCCUPATION: (Ifretired, please indicatefonner occupation or profession) Civil e*gineer - designed roadways and drainage systems for 14 years and previous 5 i have been in utility investigation/conflict analysis.
PROFESSIONAL AND/OR COMMUNITY ACTIVITIES: Member at The Village Church Denton and serve in elementary school program there. Coaching sons baseball teams.
LIST QUALIFICATIONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR THIS POSITION AND INCLUDE PREVIOUS VOLUNTEER POSITIONS: Have an interest in supporting our town's infastructure needs and want to help assist where i can if it is reviews of engineering
'd1ah,age*pla,,s'u,*ideast ol ,elμ-
REFERENCES: Mark Lorance - mlorance@cobbfendley.com (North Texas Regional Manager)
Tom Hunt- thunt@cobbfendely.com (Supervisor and Subsurface Utility Engineering Department Manager)
BOARDS/COMMISSIONS/COMMITTEES OF INTEREST: (Check Interest)
☐Board of Adjustments ☐Planning and Zoning
O Committee Road and Drainage Committee

BYMAIL: ATTN: TOWN SECRETARY

TOWN OF DOUBLE OAK 320 WAKETON ROAD DOUBLE OAK, TEXAS 75077

BYFAX: (972) 539-9613

BYE-MAIL: townhall@doubleoak.texas.gov