



DOUBLE OAK

Town of Double Oak
Town Council – Special Called
Public Meeting

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

Thursday, September 22, 2022
7:00 p.m.

*OUT OF RESPECT FOR ALL THOSE IN ATTENDANCE, PLEASE REFRAIN FROM
TALKING TO OTHER MEMBERS OF THE AUDIENCE DURING THE MEETING*

- I. Opening: Call to Order
Roll Call
- II. Citizens Comments
- III. New Business Agenda:
 1. Discussion, consideration, and action on an ordinance adopting the fiscal year 2022-2023 budget.
Presentation: Treasurer Billie Garrett
 2. Discussion, consideration, and action on ratification of the vote on the fiscal year 2022-2023 annual budget which results in more revenues from ad valorem taxes than the previous year.
Presentation: Treasurer Billie Garrett
 3. **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 \$0.217050 per \$100 assessed valuation.
Presentation: Treasurer Billie Garrett
 4. Discussion, consideration, and action on an ordinance levying ad valorem taxes at the tax rate of \$0.217050 per \$100 for tax year 2022-2023.
Presentation: Treasurer Billie Garrett
 5. Discussion, consideration, and action on authorizing the town treasurer and staff to make year-end budget amendments.
Presentation: Treasurer Billie Garrett
 6. Discussion, consideration, and action on a resolution in support of Denton County's Transportation Road Improvement Program – 2022.
Presentation: Staff
- IV. Consent Agenda - All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate

discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.

7. Consideration and action on fiscal year 2022-2023 contract with Cox Cleaning for cleaning services at Town Hall. *
8. Consideration, and action on contract for animal control services with North Texas Animal Control Authority.*
9. Consideration, and action on an ordinance designating an official newspaper of record for the fiscal year 2022-2023.*
10. Council – staff announcements and comments:
11. Adjournment

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

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

I certify that the above notice of meeting was posted by Monday, September 19, 2022, by 4:00 p.m. on:

- 1) Bulletin board located to the right of the front door at Town Hall, 320 Waketon Road, Double Oak, Texas
- 2) On the Town's website (<https://doubleoak.texas.gov>)

Eileen Kennedy

Town Secretary

PUBLIC PARTICIPATION If you wish to address the Council, please sign the "CITIZENS WHO WISH TO SPEAK TO THE TOWN COUNCIL" sheet before the meeting begins. Pursuant to Section 551.007 of the Texas Government Code, citizens wishing to address the Council for items listed as public hearings will be recognized when the public hearing is opened. For citizens wishing to speak on a non-public hearing item, they may either address the Council during the Citizen Comments portion of the meeting or when the Town Council consider the item.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972.539.9464, fax 972.539.9613 or email to eileen.kennedy@doubleoak.texas.gov for additional information.

* Backup attached

ORDINANCE NO. 22-06

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; 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 THE MAINTENANCE AND OPERATION OF THE VARIOUS 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, 2022 and ending September 30, 2023, 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 2022 - 2023 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, 2022, and ending September 30, 2023, 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, 2022, and ending September 30, 2023.

SECTION 2. That the expenditures during the fiscal year beginning October 1, 2022, and ending September 30, 2023, 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
22nd day of September, 2022.

APPROVED:

MAYOR PRO TEM

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

/S/

TOWN ATTORNEY

RESOLUTION NO. 22-04

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DOUBLE OAK, TEXAS, SUPPORTING DENTON COUNTY'S TRANSPORTATION ROAD IMPROVEMENT PROGRAM – 2022 (TRIP-22), PROPOSITION A ON THE NOVEMBER 8, 2022, ELECTION BALLOT

WHEREAS Denton County is one of the ten fastest growing counties in the Nation; and

WHEREAS an estimated eighty-two people move to Denton County every day; and

WHEREAS federal and state funding agencies look for partnerships for leveraging opportunities for new roads; and

WHEREAS the state and federal gas tax rates have not been increased in 23 years; and

WHEREAS fuel efficiency is reducing available transportation funding; and

WHEREAS regional funding requires local government financial participation; and

WHEREAS, investing in roadway transportation is a Family Value that improves the quality of life of our residents, decreases congestion on city, county, and state roads, provides through traffic on city roads, improves air quality, reduces standing traffic emissions, enhances economic development, keeps tax base strong and increases safety by providing better ambulance service accessibility, reduces dangerously high roadbeds and improves bus routes; and

WHEREAS, Denton County Commissioners, collaborating with partners, have utilized the voter-approved proceeds of \$187 million from the 2004 and \$310 million from the 2008 road bond programs to fund and construct more than \$8.4 BILLION in roadway projects throughout the county that improve the quality of life of every resident; and

WHEREAS, Denton County has effectively managed its road bond debt to maintain its AAA bond rating; and

WHEREAS Denton County's tax rate has dropped from \$0.24.98/\$100 valuation in 2009 to \$0.23.3/\$100 valuation in 2021.

WHEREAS TRIP-22 identifies comprehensive county-wide transportation priorities that will further increase access and mobility within the County; and

WHEREAS; the 113 roadway projects in TRIP-22 represents active partnerships between Denton County, State, Region, and local entities; and

WHEREAS TRIP-22 was developed in close cooperation with the Texas Department of Transportation and the North Central Texas Council of Governments; and

WHEREAS TRIP-22 is estimated to generate billions in leveraged roadway improvements; and

NOW THEREFORE, BE IT RESOLVED THAT:

We, Double Oak Town Council hereby strongly endorse the 2022 Denton County Bond Election hereby known as the "Transportation Road Improvement Program, 2022 - TRIP-22" as approved by the Denton County Commissioners Court on August 16, 2022, and encourage the residents of Denton County to vote for its passage on November 8, 2022.

PASSED AND APPROVED this third day of October 2022.

APPROVED:

Patrick Johnson, Mayor Pro Tem

ATTEST:

Eileen Kennedy, Town Secretary



Maintenance Agreement

The "Client" Double Oak Town Hall, accepts the proposal of Cox Cleaning LLC, to provide janitorial services for the premises located at:

Address: 320 Waketon rd. Double Oak, Texas

Terms:

1. Monthly charge will be \$ 5,020 per year to perform 1 time per week for general service as outlined in our proposal. No sales tax will be added to the monthly charge. All nightly services will be performed as listed and scheduled per this agreement with the exception of the Memorial Day, Labor Day, Thanksgiving Day, Christmas Day, and New Years Day. There will be no rebate of contract price for a holiday.
2. Any storage space provided by Client for the purpose of storing Cox Cleaning equipment and supplies will be kept clean, neat, and orderly at all times.
3. Cox Cleaning will supply trained, insured and bonded labor as well as any equipment and cleaning chemicals necessary to fulfill the terms of this agreement.
4. Client shall provide all bin liners, restroom soap, hand towels and/or paper products.
5. The length of this agreement will be 12 month beginning on October 1, 2022 and ending on September 30, 2023 This agreement will automatically renew for an additional 12 month period upon each anniversary date. If a party wishes to discontinue the automatic renewal or wishes to change the agreement at the anniversary, the other party needs to be contacted in writing 15 days in advance.
6. If either party fails to perform according to the agreement, performing party will provide in detailed writing the issues and concerns. The non-performing party will have 15 days to correct issues. If these issues are not corrected, the agreement can be terminated with a 30-day written notice.
7. Cox Cleaning will invoice client on the 1st of every month and payment is due no later than the 10th of the following month. Late payments will incur finance charges.
8. If agreement is terminated for any reason, the Client agrees not to solicit employment of any Cox Cleaning labor for 18 months after termination.

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

Cox Cleaning LLC

Authorized Signature: _____ Date: _____

Name: _____ Title: _____

NORTH TEXAS ANIMAL CONTROL AUTHORITY

P.O. Box 1358 Roanoke TX 76262 Phone (214-513-8228)

On the web at WWW.NTACA.COM or by email at NTACA@Hotmail.com

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by Kerry Payne, a private contractor, d/b/a/ The North Texas Animal Control Authority (hereinafter referred to as the "NTACA") and the Town of Double Oak, Texas, a municipal corporation, (hereinafter referred to as "Double Oak" or the "Town").

RECITALS:

WHEREAS, Double Oak is desirous of providing its residents and businesses with full-time animal control services, and

WHEREAS, The NTACA is desirous of furnishing full-time animal control services to Double Oak, and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to Double Oak accordance with the terms and conditions set forth herein, and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party, and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term:** This Agreement shall commence on October 1, 2019 and shall continue to September 30, 2020. This agreement shall thereafter renew for successive one-year terms on this date unless sooner terminated according to the terms of termination within this document. Any changes in the terms and conditions shall require the approval of the governing body of Double Oak.

Section 3. **Scope of Services:** The NTACA hereby agrees to provide Double Oak the following services, personnel, and facilities:

- a. **Patrol Services:** The NTACA will provide a minimum of six (6) patrol hours per week for the enforcement of ordinances set forth in Chapter 2, Animal Control, Town of Double Oak Ordinances.
- b. **Service Calls:** The NTACA will provide unlimited field service calls per month in this all-inclusive contract.

Routine service calls will be answered between the hours of 8am and 5pm Monday through Friday. Only emergency calls for service will be answered after these hours. Routine service calls must be viable calls which the ACO will be able to provide an immediate proper disposition. Some examples of viable service calls include, but are not limited to:

- A contained stray animal which the ACO is guaranteed to impound;
- A deceased domestic animal in the roadway;
- A complaint which requires immediate ACO intervention.

Emergency service calls will be answered 24 hours a day, 7 days a week and include the following:

- An injured domestic animal when the owner is not known or present;
- A domestic animal bite to a human when the owner is not known or present;
- Loose livestock in the roadway causing a hazard to motorists;
- A domestic animal which has or is showing aggressive or dangerous tendencies.

A police officer from the Double Oak Police Department or their designate must respond prior to any emergency call to confirm the need for an ACO.

- c. **Monthly Reports:** The NTACA will supply a monthly report to the City Secretary of Double Oak no later than 4:00 p.m., on the third Monday of every month. The report shall summarize all animal control activity within the Town borders from the previous month.
- d. **Animal Bites:** An ACO, (Animal Control Officer) will make an incident report and have the animal's owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures set forth by state law. The NTACA shall act as the Local Rabies Control Authority (LRCA) for the Town of Double Oak.
- e. **Dead Animal Removal:** The NTACA agrees to provide removal of dead animals, excluding livestock, on any public property and on private property when an animal owner is unidentified within the limits of Double Oak. In

the event of dead livestock, the NTACA may contract an outside resource to provide removal services at the further expense of the Town. In the event the owner of a deceased animal is identified, the NTACA will charge said owner a fee for any removal or disposition services.

- f. **Impoundment & Boarding:** An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of Chapter 2 of the Town's Code of Ordinances or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify the Town as soon as possible regarding any animal impounded. The NTACA shall collect and retain any impoundment fees from the enforcement of this ordinance.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO. Written warnings and/or citations may be issued to owners of said animal.

All impounded animals shall be kept for not less than 3 days by the NTACA. After this period, the animal shall be released to a humane organization, placed for adoption, or humanely destroyed at the discretion of the NTACA.

Any animal, whether licensed or unlicensed, which in the professional judgment of the NTACA and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

The ACO may impound and quarantine any animal which, in the professional opinion of the ACO appears to be rabid or is showing the clinical signs of rabies. The ACO will provide humane euthanasia so that the animal may be submitted to the Texas Department of Health for proper rabies testing.

- g. **Return of Impounded Animals:** The NTACA agrees to offer the return of any owned, impounded animal at the request of the owner. It shall be the final responsibility of the owner to retrieve their animal in the event the NTACA is unable to schedule an appropriate date and time.
- h. **Loose Livestock:** The NTACA will respond to calls on loose horses, cattle, pigs, or ruminants by containing the animal(s) and then notifying the owner (if possible) to claim the animal(s) and/or the Denton County Sheriffs Department to provide impoundment under applicable state laws.
- i. **Animal Cruelty & Neglect Calls:** The NTACA will respond to animal cruelty or neglect calls and take appropriate actions according to state law. A Town police officer may be called to assist the ACO on any such call.

- j. **Education:** The NTACA will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.
- k. **Pet Registrations:** The NTACA shall be solely responsible for the maintenance of the City's Pet Registration Program. The NTACA will provide all supplies needed to register pets for the Town and will maintain records of registration for one (1) year from date of expiration of the registration. The NTACA may issue warnings or citations to provide enforcement of the Town's animal registration ordinance.
- l. **Other Services:** The Town of Double Oak agrees to allow the NTACA to provide its complete line of Animal Related Services to the residents of Double Oak as individual clients at no other cost to the Town. Such services include, but are not limited to:
- Emergency Animal Ambulance Services
 - Pet Transportation & Taxi Services
 - Lost Pet Recovery Services
 - Deceased Pet Removal, Cremation, and Burial Services
 - Nuisance Wildlife Rescue & Control
 - Pet Insurance Programs
 - Escape Prevention

The resident would be considered a client of the NTACA and would be solely responsible for any fees incurred.

- m. **24 Hour Information Line:** The NTACA currently operates on a 24-hour basis and maintains that our phone lines are answered 24 hours a day, 7 days a week to provide callers with helpful information as to their pet related needs. Any resident from the Town may take advantage of this 24-hour service so that the NTACA may better assist their individual needs.
- n. **Schedule of Fees:**
- *Animal Impoundment Fee:* \$50.00 each impoundment;
 - *Boarding Fee:* \$10.00 per day or portion thereof.
 - *Registration Fee:* \$10.00 per animal per year.

These fees are to be assessed to the owners of impounded or registered animals, not to the Town, and may be changed upon approval of the Town. If impoundment and boarding is conducted at a facility with which the Town has an agreement, any fees payable by the Town to such third party will be deducted from monthly fees payable to NTACA

Section 4. **Town of Double Oak's Obligations:** Double Oak agrees to perform the following:

- a. Pay an all-inclusive monthly fee of \$5.50 per capita for all animal control patrol and services, payable upon cumulative invoice on the first day of each month preceding each month of service. This per capita fee results in the following payments:

Population of Double Oak estimated at 3100 multiplied by \$5.50 equals a total yearly contract fee of \$17,050.00. Upon the contract renewal date of October 1st 2019, the Town shall pay 10% of the renewed contract for a complete one year term. Total yearly contract is \$17,050.00. 10% down payment shall be \$1,705.00 then 12 annual payments of \$1,278.75.

In the event that this agreement is terminated prior to the end of any annual renewal term, the fees payable by the Town shall be prorated.

Any additional fees not covered under this contract must be approved by the Town.

Cost of Fuel Scale: Pay an additional fee of \$40.00 per month for each fuel cost increase of .25 cents per gallon of fuel (regular unleaded) beginning at \$2.50 per gallon. This rate shall be determined using www.dallasgasprices.com based on the average for Dallas County. This provision shall only take effect when the price of regular unleaded fuel is

- b. \$2.50 or greater for a period of 15 days or more during the same calendar month, and the additional fee shall only be due for that month. Said 15 days do not need to be consecutive.

Section 5. **Revenues Retained:** Double Oak shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the Town's boundaries.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, for violating the terms of this agreement on sixty (60) days written notice to the other party to the addresses provided herein. In the event of such termination, the parties agree to meet within thirty (30) days following the date of notice of termination to attempt to resolve in good faith the basis for termination.
- b. The NTACA will be compensated for all service performed to the termination date, which will be the sixtieth (60th) after the date of the notice

of termination, together with any payments then due and as authorized by this agreement.

- c. If Double Oak fails to make payment to the NTACA within thirty (30) days after the date of billing for any invoiced amounts, the NTACA will suspend services to Double Oak and identify a date on which the services will be suspended and will notify Town Hall by telephone and in writing of the date services will be suspended.
- d. Double Oak's recourse for failure of the NTACA to furnish any services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the parties) or terminate this Agreement by giving proper notice.
- e. Notwithstanding anything to the contrary herein contained, the Town may terminate this agreement for the public convenience, or for non-appropriation of funds.

Section 7. **Notices & Payments:** All written notices, payments, or refunds shall be sent to the following addresses:

North Texas Animal Control Authority
P.O. Box 1358
Roanoke TX 76262

Town of Double Oak
320 Waketon Road
Double Oak TX 75077

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this agreement shall be handled and resolved between the Mayor of Double Oak and the authorized representative of the NTACA. Failure to resolve shall not serve to extend any termination date.

Section 9. **Jurisdiction:** By this Agreement, Double Oak grants full and complete authorization and jurisdiction to the NTACA for all services provided by the NTACA as contained in this agreement. Said jurisdiction shall apply to the territorial limits of Double Oak.

Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certification:** At all times during the term of this agreement, all Animal Control Officers shall be under the supervision and control of a representative of the NTACA. Also, all officers shall be certified in their respective areas of expertise to carry out their duties, unless said officer is under current training guidelines as specified within current code.

Section 12. **Authority to Protect Self & Property:** City agrees and authorizes the NTACA to carry in their vehicles and on their persons Personal Protection Devices

including but not limited to bite sticks, Taser's, and OC Pepper spray for use in protecting the officer from attacks from animal and human aggressors. Nothing in this section shall be construed to authorize or condone the unlawful possession or use of any unlawful, illegal or unauthorized weapon.

Section 13. **Performance:** Both parties mutually agree that the NTACA is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of the NTACA in no way are to be considered employees of Double Oak.

Section 14. **Indemnification:** The NTACA agrees to hold harmless, defend and indemnify the Town of Double Oak and its officers for any and all claims for damages, personal injury and/or death that may be asserted against Double Oak arising from the NTACA negligence or its performance hereunder, save and except intentional acts or gross negligence by Double Oak. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by Texas law relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 15 **Insurance:** The NTACA agrees to procure and maintain, at a minimum, \$300,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of the NTACA, its officers, employees, or agents under or pursuant to this Agreement, as well as automobile liability insurance for any vehicle operated by NTACA within the Town.

IN WITNESS WHEREOF, we have hereunto set our hands this the 19th day of September 2022 in single or multiple originals.

North Texas Animal Control Authority

Town of Double Oak

By: Charles Kerry Payne, Owner

Patrick Johnson, Mayor Pro Tem

Attest:

Eileen Kennedy, Town Secretary

ORDINANCE NO. 22-05

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE TOWN OF DOUBLE OAK FOR THE FISCAL YEAR 2022-2023; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 52, Subchapter A, Section 52.004(a) of the Texas Local Government Code provides that the governing body of a municipality shall designate an Official Newspaper for the Town and, in accordance therewith, the Town desires to designate its official newspaper for fiscal year 2022-2023. Now, Therefore

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

SECTION 1. That the Denton Record Chronicle is hereby designated as the Official Newspaper for the Town of Double Oak, Texas, for Fiscal Year 2022-2023. The Town Secretary is hereby directed to publish all Fiscal Year 2022-2023 notices and advertisements in the **DENTON RECORD-CHRONICLE NEWSPAPER** in accordance with law.

SECTION 2. That any provisions of the ordinances of the Town of Double Oak in conflict with the provisions of this ordinance be and same are hereby repealed and any provisions not so in conflict shall remain in force and effect.

SECTION 3. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

SECTION 4. That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on the 19th
day of September 2022.

APPROVED:

MAYOR PRO TEM

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

/S/

TOWN ATTORNEY