



DOUBLE OAK

Town of Double Oak
Town Council – Special Called
Public Meeting

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

Monday, September 25, 2023
7:00 p.m.

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

I. Opening: Call to Order
Roll Call

II. Citizens Comments

III. New Business Agenda:

1. **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 \$0.178384 per \$100 assessed valuation.

Presentation: Mayor Patrick Johnson

2. Discussion, consideration, and action on an ordinance levying ad valorem taxes at the tax rate of \$0.178384 per \$100 for tax year 2023-2024.

Presentation: Mayor Patrick Johnson

3. Discussion, consideration, and action on authorizing the Mayor and staff to make year-end budget amendments.

Presentation: Mayor Patrick Johnson

4. Discussion, consideration and action on the Texas Government Accountability Association Policy, along with the Transparency and Ethics Interlocal Agreement

Presentation: Mayor Pro Tem Connie Schoenrade

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 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.

5. Consideration and action on fiscal year 2023-2024 contract with Cox Cleaning for cleaning services at Town Hall. *

6. Consideration, and action on contract for animal control services with North Texas Animal Control Authority. *

7. Consideration, and action on an ordinance designating an official newspaper of record for the fiscal year 2023-2024.*
8. Consideration, and action on contract for building inspections.
9. Council – staff announcements and comments:
10. Adjournment

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

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

I certify that the above notice of meeting was posted by Friday, September 22, 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://doubleoak.texas.gov>)



Town Secretary

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

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ORDINANCE NO. 23-08

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS LEVYING AD VALOREM TAXES FOR TAX YEAR 2023 AT \$ 0.178384 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR CURRENT EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING TAXES FOR MAINTENANCE AND OPERATIONS; PROVIDING DUE AND DELINQUENT DATES, PENALTIES, AND INTEREST; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, following public notice duly posted and published in all things as required by law, public hearings were held, by and before the Town Council of the Town of Double Oak, the subject of which was the proposed tax rate for the Town's Fiscal Year 2023-2024; and

WHEREAS, the Town Council, upon full consideration of the matter, is of the opinion that the tax rate hereinafter set forth is proper, should be approved, and adopted. Now, Therefore

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

SECTION 1. That there be and is hereby levied and assessed for tax year 2023 on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Double Oak, Texas and not exempt by the Constitution of the State and valid State laws, a tax of \$0.178384 on each one hundred dollars (\$100.00) assessed value of taxable property, which shall be apportioned and distributed as follows:

- (a) For the purpose of defraying the current expenses of the municipal government of the Town, and for maintenance and operations of the municipal government of the Town, a tax of \$0.178384 on each One Hundred Dollars (\$100.00) assessed value of all taxable property.

THIS TAX RATE WILL NOT RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE LOWERED BY .0670 PERCENT AND WILL LOWER TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$19.69.

SECTION 2. All ad valorem taxes shall become due and payable on October 1, 2023, and all ad valorem taxes for the year shall become delinquent if not paid prior to February 1, 2024.

There shall be no discount for payment of taxes prior to February 1, 2024. A delinquent tax shall incur all penalty, interest and collection costs authorized and allowed by law.

SECTION 3. The Town shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 4. The tax roll as presented to the Town Council, together with any supplements thereto, be and the same are hereby approved.

SECTION 5. Should any word, sentence, paragraph, subdivision, clause, phrase, or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance which shall remain in full force and effect.

SECTION 6. All ordinances of the Town of Double Oak, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed; provided, however, that all other provisions of said ordinances not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 7. This ordinance shall take effect immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED by the Town Council of the Town of Double Oak, Texas, on this the _____ day of September, 2023.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

/S/

TOWN ATTORNEY

TEXAS GOVERNMENT ACCOUNTABILITY ASSOCIATION

Comprehensive Transparency and Ethics Policy for Texas Municipalities

(as may be amended, supplemented or otherwise modified from time to 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. Name of the Vendor;
 - ii. Address and phone number of the Vendor;
 - iii. Nature of such Subject Vendor's business dealings with the City or any City Body;
 - iv. Any Family Relationship between the Vendor or any Affiliate Organization of the Vendor with an Elected Official or City Official and/or any Elected Official or City Official's Affiliate Organizations;
 - v. The amount and timing of all political contributions by the Vendor or any Affiliate Organization of the Vendor to any Elected Officials in the previous 24 months; and
 - vi. The name, position, and total payments of any individual employed by or otherwise paid within the past 12 months by the Vendor or a Vendor's Affiliate Organization to a current or former Elected Official or City Official or a Family Relationship of a current or former Elected Official or City Official.
 - d. **Local Government Affiliates.** As a condition to receiving funds from the City, all Local Government Affiliates shall annually agree in writing to complying with this Policy.
 - e. **Miscellaneous Financial Matters.**
 - i. Individual Compensation. A complete list of the total compensation paid to each Elected Official and City Official including wages, salary, overtime, and benefits (including health, dental, life and pension) on an annual basis organized by last name alphabetically.
 - ii. Vendor Searchability. An easily searchable database that includes a unique identifying number, vendor name, amount paid, reason given for amount paid if any, chart of account number and description to where coded, date, and description, if any.
3. **Conflicts of Interest.** The City shall post on its website home page within 5 days, the occurrence of any of the following with all the relevant details:
- a. **City, City Body, & Local Government Affiliate Employment.** If the City, City Body, or any Local Government Affiliate hires or pays for any purpose (other than for compensation listed above in Section 1.2.(e)(i)) an Elected Official or City Official or any person that is a Family Relationship of any Elected Official or City Official.
 - b. **Favorable Granting of a Permit or Zoning Variance.** If the City or a City Body grants a permit or zoning variance to:
 - 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.
 - c. **Favorable Passing of Ordinances.** If the City or any City Body enacts or passes any ordinance, legislation, rule, or regulation that is materially more favorable to any of the following than other City area citizens and organizations:

- 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 Section 1.3(a) or Section 1.3(d) 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.

- c. The City Council shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information as allowed under Texas state law; provided, however, that any individual matter that the City Council proposes to have considered during a closed executive session must first be (1) listed on the agenda of a regular meeting of such City Council, which such agenda shall be made available to the public on the City's website in advance of such regular meeting, and (2) during that regular meeting of the City Council, approved by a unanimous vote of the City Council to have such individual matter considered during a later closed executive session.
- d. The City Council shall be permitted to meet in closed executive session to discuss certain sensitive or otherwise confidential information solely as required under Texas state law.

5. **Miscellaneous.**

- a. **Organizational Chart.** A comprehensive organizational chart identifying all City Bodies, Elected Officials, City Officials, administrators, employees and other staff and contract workers, the supervisor each person reports to, all position descriptions, and contact information (including city phone number and city e-mail address as applicable) updated at least quarterly.
- b. **Building Permit Application Procedures.** The procedures required to apply for all building permits and zoning variances with the specific time periods the applicant can expect for all portions of the process for which the City is responsible for performing.
- c. **Open Records Requests.** The City shall implement a system to allow citizens to submit open records requests, to track such requests, and to receive responses to such requests within 10 days at the lowest cost applicable under Texas state law, and with only the redactions and limitations that are mandatory under Texas state law.
- d. **City Body Appearances.** Any Person who appears before a City Body, before speaking, shall be asked to disclose any payments he or she or any Family Relationship, Affiliate Organization, or Family Relationship's Affiliate Organization of he or she that have been received from a City Body in the past 12 months.

SECTION 2. ETHICS & RELATED PROHIBITIONS & REQUIREMENTS

1. **General Covenants and Provisions.**

- a. The ethics standards set forth in this Policy are designed to:
 - i. Encourage high ethical standards in official conduct by Elected Officials and City Officials; and
 - ii. Establish minimum guidelines for ethical standards of conduct for all Elected Officials and City Officials by setting forth those acts or actions that are incompatible with the best interests of the City.

- 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 Section 1.3 above for which they are a conflicted party.
- ii. City Officials may not be the deciding party on any matter in Section 1.3 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.

- f. Attendance by an Elected Official or City Official at hospitality functions at local, regional, state or national association meetings and/or conferences.
 - g. Pens, pencils, calendars, t-shirts, caps and similar items containing logos, slogans, company names or other marketing material and commonly given out for advertising purposes.
- 4. **Use of Confidential Information.** Elected Officials and City Officials shall not disclose confidential or proprietary information, or any information they have acquired or obtained in the course of any fiduciary capacity or relationship, that could adversely influence the property, government, or affairs of the City, nor directly or indirectly use his or her position to secure confidential information about any Person for their financial benefit or gain.
- 5. **Outside Employment and Political Activities.**
 - a. Full-time City Officials must inform their supervisor in writing before engaging in off-duty employment.
 - b. The City, City Bodies, and Local Government Affiliates shall abstain from employing lobbyists. Any Elected Official or City Official who advocates for changes in state or federal policy, regulations, or laws in their capacity as an Elected Official or City Official shall disclose the matters promoted or opposed and to whom on the City’s website within 72 hours of occurrence.
- 6. **Former and Current Elected Officials and City Officials.**
 - a. A former Elected Official or City Official shall not use or disclose confidential government information acquired during service as an Elected Official or City Official, provided that this Section shall not prohibit:
 - i. Any disclosure that is no longer confidential by law;
 - ii. The confidential reporting of illegal or unethical conduct to authorities designated by law; or
 - iii. As required by court order or appropriate agency.
 - b. A former paid Elected Official or City Official shall not represent for compensation any person, group or entity, other than himself or herself, or his or her immediate family members, before any Election Official, City Official, City Council, or City Body for a period of 2 years after termination of his or her official duties, except by the public permission of and disclosure by the City Council.

SECTION 3. GLOSSARY OF DEFINED TERMS

1. **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 Official**” 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 Official**” 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: (1) 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: (1) 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).

- h. “**Gift**” means a favor, service, hospitality, economic benefit, product or item having a value of \$200.00 or more, or \$500.00 or more within a 12-month period. A “Gift” does not include campaign contributions reported as required by local, state, or Federal law, money, items, or benefits received from a relative if given on account of kinship, or any value received by will, intestate succession, or as a distribution from an inter vivos or testamentary trust established by a spouse or ancestor.
- i. “**in writing**” shall include by memorandum, letter, or email whereby receipt is verified.
- j. “**lobbyist**” means someone employed for the purpose of direct communication with a member of the state legislative or executive branch to influence legislation or administrative action, if the communication meets statutory expenditure or compensation levels, and does not fit within any statutory exception.
- k. “**Local Government Affiliate**” means any Person in which payments (other than compensation) from the City accounts for at least thirty percent (30)% of such Person’s annual revenues, whereby the City or an Elected Official or City Official appoints two or more board members, or whereby the City established or renews such Person’s charter.
- l. “**Person**” means any individual, corporation, sole proprietorship, organization, government or governmental subdivision or agency, business trust, estate, trust, partnership, association, limited liability company, and any other legal entity.
- m. “**TGAA**” means the Texas Government Accountability Association, which has been organized in accordance with the Interlocal Cooperation Act, Tex. Gov’t Code §791.001, et seq.
- n. “**Vendor**” means any Person that receives payments from the City or any of its City Bodies that is not employment compensation.



Maintenance Agreement

The "Client" DOUBLE OAK , 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. YEARLY charge will be \$5,260 to perform 1 times 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 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 5 month beginning on October 1, 2023 and ending on ,SEPTEMBER30 ,2024. 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. If client cancels agreement for issues other than performance, it agrees to pay 1/2 the remaining cost of agreement.
8. Cox Cleaning will invoice client on the 1st of every month and payment is due no later than the 10th of the month. Late payments will incur finance charges.
9. 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: _____

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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, 2023 and shall continue to September 30, 2024. 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 25th day of September 2023 in single or multiple originals.

North Texas Animal Control Authority

Town of Double Oak

By: Charles Kerry Payne, Owner

Patrick Johnson, Mayor

Attest:

Eileen Kennedy, Town Secretary

ORDINANCE NO. 23-05

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS, DESIGNATING AN OFFICIAL NEWSPAPER FOR THE TOWN OF DOUBLE OAK FOR THE FISCAL YEAR 2023-2024; 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 2023-2024. 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 2023-2024. The Town Secretary is hereby directed to publish all Fiscal Year 2023-2024 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 18th
day of September 2023.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

/S/

TOWN ATTORNEY

AGREEMENT FOR BUILDING INSPECTION

THIS AGREEMENT (here in after referred to as the "Agreement") is made and entered into by Steven John Koehler, a private contractor, (here in after referred to as Koehler) and the Town of Double Oak, Texas, a municipal corporation, (here in after referred to as "Double Oak" or the "Town").

RECITALS:

WHEREAS, Double Oak is desirous of providing its residents and businesses with fully licensed State of Texas building inspections; and

WHEREAS, Koehler is a fully licensed State Plumbing Inspector and is desirous of furnishing building inspections to the Town of Double Oak; and

WHEREAS, the parties hereto desire to enter into this Agreement for Koehler to provide building inspection according to the highest professional standards to Double Oak in 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 Town; and

WHEREAS, the parties have concluded that this Agreement fairly compensates Koehler for the services being provided hereunder;

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, 2023 and end September 30, 2024, and will be automatically extended thereafter for additional terms of 12 months each unless either party has provided to the other party written notice of non-renewal as outlined in Section 6 of this agreement.
- Section 3. **Scope of Services:** Koehler hereby agrees to provide Double Oak the following services:
- a. **General Services:** Enforce all building codes; review and approve plans; issue and suspend/revoke permits; perform residential and commercial building inspections; confer with architects, contractors, builders and the general public; perform public infrastructure inspections; survey town weekly for unpermitted projects and, attend meetings as required.

Respond to city and or residents within 2 business days on all inspection related calls.

- b. **Service Calls:** Koehler will provide building inspection and special services in consideration for the payment to be made by Double Oak under Section 4a.
- c. **Special Services:** Koehler will provide public infrastructure inspections at the direction of/or under the supervision of the Town Engineer.
- d. **Equipment and Availability:** Koehler will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles and tools. City will provide cell phone for Koehler to take all related calls. Koehler will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.

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

- a. Make payment to Koehler, on a monthly basis and upon receipt of an invoice in accordance with the following fee schedule:
 - 1. Building Inspections, Plans Review, and other general and special services outlined herein: \$48,000.00 annually, prorated for the initial term hereof with \$2000.00 paid Bi Monthly
- b. Provide clerical support and any administrative support for Building permits, including, but not limited to, permit forms, reports, certified and regular mail, records retention, printing, notices and publications. City to provide cell phone

Section 5. **Revenues Retained:** Double Oak shall retain all fees, fines, forfeitures, etc. that may be generated by the issuance of building permits.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party; Koehler will be compensated for all services performed to the termination date which will be the date one month (30 days) after the date of the written notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If Double Oak fails to make payment to Koehler within ten (10) working days after the submission date of the monthly report for any prorated amounts,

Koehler, at his discretion, may suspend service until payment is received. If it becomes necessary for Koehler to suspend services to Double Oak for nonpayment of the required amounts, Koehler will identify a date on which the services will be suspended and will notify the Town Secretary by telephone and in writing of the date services will be suspended.

- c. Double Oak, upon failure of Koehler to furnish any services under this Agreement, will have the right to terminate this Agreement by the means set out in subsection (a) of this Section.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Steven J. Koehler
5900 Windridge
Flower Mound, TX 75028

Patrick Johnson, Mayor
Double Oak Town Hall
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 Town Council of Double Oak and Koehler.

Section 9. **Jurisdiction:** By this Agreement, Double Oak grants full and complete authorization and jurisdiction to Koehler for all services to be provided by Koehler as contained in this Agreement. Said jurisdiction shall apply to the town limits of Double Oak and the Double Oak Extraterritorial Jurisdiction where applicable.

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

Section 11. **Supervision/Certification/Licenses:** At all times during the term of this Agreement, all building inspectors shall be under the supervision and control of Koehler. In addition, Koehler must be certified or licensed in the respective areas of expertise to carry out duties. The costs associated with maintaining certifications and licenses along with the costs of any required continuing education classes shall be at the sole expense of Koehler.

Koehler will assist in helping the new building inspector in training acquire State required 200 plumbing hours and training before he takes the State of Texas required plumbing Board inspector's test.

After successful completion of the state plumbing inspectors' requirements Koehler will assist inspector in training acquire the required knowledge for Electrical, Mechanical (HVAC) Structural & Framing and Swimming Pool construction and upgrade

Section 12. **Performance:** Both parties mutually agree that Koehler is an independent contractor and shall have exclusive control of the details of his performance hereunder, and that employees of Koehler in no way are to be considered employees of Double Oak. This Agreement is not exclusive; Koehler may provide the same or similar services to other persons and entities. Koehler has no entitlement to the employment benefits made available to Town employees and is not entitled to reimbursement of business expenses. Koehler may employ personnel and subcontractors in the performance of duties and obligations hereunder, provided, however, that invoices submitted to the Town for compensation shall be submitted by Koehler indicating the identity of the person or entity providing services hereunder, and fees paid by the Town shall be paid directly to Koehler. Any employees or subcontractors retained by Koehler shall have the appropriate license and ability.

Section 13. **Indemnification:** Koehler agrees to hold harmless, save and indemnify the Town of Double Oak and its officers and employees for any and all claims for damages, personal injury and/or death that any be asserted against Double Oak arising from Koehler's negligence or his performance hereunder, save and except intentional acts or gross negligence by an employee of 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 the Texas Tort Claims Act and the Texas Constitution 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 14. **Insurance:** Koehler agrees to procure and maintain, at a minimum, \$300,000 comprehensive general liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of Koehler, his employees or agents, under or pursuant to this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this ___ day of September, 2023, in duplicate originals.

Town of Double Oak:

Patrick Johnson, Mayor
Attest:

Steven J. Koehler
Attest: