

# Town of Double Oak Town Council –Public Meeting

Double Oak Town Hall 320 Waketon Road, Double Oak TX 75077 Monday, October 3, 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 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 so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
  - 1. Consideration, and action on minutes of August 22, 2022. \*
  - 2. Consideration, and action on minutes of September 6, 2022. \*
  - 3. Consideration, and action on minutes of September 19, 2022.
  - 4. Consideration, and action on minutes of September 22, 2022. \*

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

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

#### V. Old Business agenda (consideration and action):

10. Discussion and consideration for the acknowledgement and receipt of the second tranche (distribution) of \$380,854.85 of SLFRF fund, add to the balance sheet these funds and review the updated report from the independent accounting firm.

Presentation:

Mayor Pro Tem Johnson

Discussion and consideration of the pending issue of SLFRF distribution to the non-qualified employees to include town council votes on:

Double Oak Town Council Regular Meeting October 3, 2022 Page 2

- 1) Discussion, consideration, and action of a formal request of the town council on behalf of the citizens to request the three ineligible employees pay back the funds.
- 2) Discussion, consideration, and action to apply for a justification waiver from the treasury department that could provide relief to the town without penalty or pay back.
- 3) Discussion, consideration, and action to use balance funds from the Double Oak balance sheet and repay the SLFRF fund from the Town's General Fund or other sources lawfully available,

Presentation:

Mayor Pro Tem Johnson

12. Discussion, consideration, and action on the drainage easement on Park Lane at Shady Hill Lane. \*

Presentation:

Public Services Randall Anglin

13. Discussion on an Agreement for Fire Protection Services. \*

Presentation:

Deputy Mayor Pro Tem Schoenrade

14. Discussion, consideration, and action on the Public Works Contract with Steve Koehler and a status update from Randall Anglin on his completions of proper certifications.

Presentation:

Deputy Mayor Pro Tem Schoenrade

15. Discussion, consideration, and action of SAFEbuilt vendor and comparison to the contract with Steven Koehler.

Presentation:

Deputy Mayor Pro Tem Schoenrade

16. Discussion, consideration, and action to appoint a qualified person to fill a vacancy in the office of Mayor for the Town of Double Oak. \*

Presentation:

Mayor Pro-Tem Johnson

17. Swear in newly appointed Mayor.

Presentation:

Town Secretary Eileen Kennedy

#### VI. New business agenda (consideration and action):

18. Discussion, consideration, and action on appointments to Board of Adjustment \*

Presentation:

Staff

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Discussion, consideration, and action on appointments to the Planning & Zoning Commission\*

Presentation:

Staff

- 20. Council staff announcements and comments:
  - National Night Out October 4, 2022, from 5:30 p.m. to 7:30 p.m.
  - Congratulations to Cody Leinweber on his 8-year anniversary with the Double Oak Police Department
  - Congratulations to Rosie Riojas on her 3-year anniversary with the Double Oak Police Department
  - Congratulations to Brett Bourgeois on his 11-year anniversary with the Double Oak Police Department
  - Town Hall will be closed Monday, October 10, 2022, for Columbus Day
- 21. Adjournment

Eileen Kennedy

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 30, 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://www.doubleoak.texas.gov)

Town Secretary

<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 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 <a href="mailto:eileen.kennedy@doubleoak.texas.gov">eileen.kennedy@doubleoak.texas.gov</a> for additional information.

<sup>\*</sup> Backup attached

# UNAPPROVED-NOT FOR PUBLICATION

STATE OF TEXAS COUNTY OF DENTON TOWN OF DOUBLE OAK

The Double Oak Town Council met for a special called meeting and budget workshop at 7:00 p.m. August 22, 2022, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Patrick Johnson Connie Schoenrade Mayor Pro-Tem

Deputy Mayor Pro-Tem Council Member

Scott Whisenhunt Casey Parsons Jean Hillyer

Council Member
Council Member

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

Mayor Pro-Tem Johnson called the meeting to order at 7:00 p.m.

II. Citizens comments

None

#### III. NEW BUSINESS AGENDA (CONSIDERATION AND ACTION):

1. Discussion and consideration on salary ranges within the Double Oak Police Department.

Anita Nelson, 345 Oak Trail Drive, supports the police department and asked why there will be no action taken tonight on the salary ranges.

Dr. Ara Minassian, 115 Tanglewood, emphasized the importance of supporting the police department with competitive compensation.

Police Chief Rivas asked that items 1. and 2. be opened together for discussion.

2. Discussion and consideration on base salary adjustments within the Double Oak Police Department.

Police Chief Rivas showed a PowerPoint presentation of salary ranges from the surrounding areas. \*

Mayor Pro Tem Johnson moved to item 4. on the agenda.

4. Discussion, consideration, and action on setting the maximum proposed tax rate for fiscal year 2022-2023.

After considerable discussion, motion Whisenhunt, seconded by Parsons to set the maximum tax rate for fiscal year 2022-2023 at \$0.217050 which is just below the Voter Approval Rate of \$0.217054.

Double Oak Town Council Minutes August 22, 2022 Page 2

AYE:

Hillyer, Johnson, Schoenrade, Parsons Whisenhunt

NAY:

None

ABSTAIN:

None

Motion Carried

5. Discussion, consideration, and action setting the Public Hearings dates for the proposed fiscal year 2022-2023 budget and tax rate:

The general consensus from the Council is to hold the public hearings for the proposed fiscal year 2022-2023 budget and tax rate on:

1<sup>st</sup> Public Hearing on Budget and Tax Rate 7:00pm Tuesday September 6<sup>th</sup>, 2022 2<sup>nd</sup> Public Hearing on Budget and Tax Rate 7:00pm Monday September 19<sup>th</sup>, 2022

And have a meeting on September 22, 2022, to adopt the 2022-2023 budget and tax rate.

Mayor Pro Tem Johnson went back to the agenda order

3. Hold a workshop on 2022-2023 budget

Council Member Parsons went over the working budget.

#### IV. ADJOURN

With no further business to come before the Council, motion Hillyer, second Parsons, the meeting was adjourned at 9:09 p.m.



Approved:

Patrick Johnson, Mayor Pro-Tem

Eileen Kennedy, Town Secretary

<sup>\*</sup>a copy is attached to these minutes

43 89,632 Y Y 255000 48 99,003 Y Y 290000 64 91,333 V Y (1027200
92,128 Y
42 86.403 Y Y
41 85,405 Y Y
36 75,000 No Y
41 85,060 Y No
45 92,802 Y No
40 82,402 Y Y
40 83,206 Y Y
41 85,740 Y Y
37 77,603 Y Y
44 90,678 Y Y
44 91,208 Y Y
39 81,299 No Y
34 71,366 Y Y
36 75,000 Y
ON ON
37 76,006 Y Y
41 85,480 Y No
36 74,110 Y No
36 75,670 Y
34 69,992 No
ON NO
No
35 71,656 Y No
, ko
30 62,100 No No
ON NO NO
29 60,590 No No
29 68,756 No No

Officer starting salary-----\$54412 based on 80hr pay period

\$57135 based on 84hr pay period

Officers need to work 104 hours more a year to make \$57135 a difference of \$2723 a year.

80hr

84hr

Officer 1 \$54,891

\$57,635

6ys experience with Double Oak 2yrs 11m

Officer 2 \$61,880

\$64,966

13yrs experience w/DO 7yrs 11m

Officer 3 \$58,099

\$61,000

13yrs experience w/DO 6m

Officer 4/sgt \$68,972

works 80 hr pay period 27ys experience w/DO 7yrs 9m

Rate to start a new officer \$57,000-\$62,000

Percentage difference from \$54,412 current starting to \$62,000

13.0365%

#### Step Scale based on 80hr pay period

1-	\$62,000.00New	Officer
----	----------------	---------

2- \$65,645.60----- 1yr Experience

3- \$67,614.96----- 2yr Experience

5.88% more 3% more

4- \$69,643.40----- 3yr Experience

3% more

5- \$71,732.40----- 4yr Experience

6- \$73,732.60----- 5+years' Experience 3% more

3% more

#### Step scale based on 84hr pay period

1-\$65,100.24

2-\$68,927.84

3-\$70,996.00

4-\$73,125.32

5-\$75,319.36

6-\$77,419.40

#### 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. September 6, 2022, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Patrick Johnson Mayor Pro Tem

Connie Schoenrade Deputy Mayor Pro Tem

Scott Whisenhunt
Casey Parsons
Jean Hillyer

Council Member
Council Member
Council Member

Assistant Town Secretary Lynn Jones and Police Chief Ruben Rivas were also in attendance.

Mayor Pro Tem Johnson called the meeting to order at 7:01 pm

Council Member Whisenhunt led the invocation and Council Member Hillyer lead the pledge of allegiance to the American and Texas flags.

There was a moment of silence for Sergeant Clint Murphy

#### I. Citizen Comments

Lewis Lowe, 225 Double Oak Drive.

Some of the other cities have reduced their speed to 20 mph on residential roads I would like to see the speeds here reduced to 20 mph. Also, I would like the stop sign taken off of Park and Double Oak Drive and moved to Simmons and Double Oak Drive.

JoAnne Meyer, 170 Park Lane.

I am here to defend Patrick, Connie, and Jean. At no time was defunding the police, lower the pay of the police, not have 24/7 coverage ever discussed.

What was discussed was a platform for lower taxes, limited government, representation of our small-town culture, upkeep of infrastructure, drainage repair and transparency. And that is what they have been doing.

Pat Wellen, 140 Forest Park Drive

\*A copy of the letter submitted to the Town is included in the minutes.

David Graham, 411 Simmons Road

The impression I got at the last meeting was that it was being implied that the new Council members are the reason the police are not getting raises. Not one that I have talked to was not eager to pay our police officers comparable money to cities that are our size. The signs being put up are dishonest.

#### Pam Graham, 411 Simmons Road

I don't believe any of our citizens do not support our police department. Last year a 9% raise was given across the board and when asked why there was no one that could give a reason why. A 9% raise is an extravagant raise maybe some people have gotten one I have never had one as a school teacher, it is a little too much for a small town that is a not for profit town we are not in the business of making money if you go to a corporation they makes lots of money then you should be given the raises but here in this place you don't give raises. Many around us, Bartonville, Sanger, and Krum who have low populations and similar in size most start at \$57-56,000 up to \$70,000. Krum has four part time officers some of them being paid \$12,000 maybe one day a week up to \$34,000 but the pay is not everyone making \$90,000. Our patrol officers pay raises need to come but we do not always have the money for it.

#### Allison Hulchanski, 220 Forest Park Drive

Over a year ago former mayor and council gave pay increases across the board without researching competitive salaries, inflation, or performance evaluations. The voters voiced their displeasure and voted in three new council members that ran on transparency. Some members of this council have allowed their close personal relationship with the former mayor and self-interest to cloud their judgment and actions. They abuse these council meetings in an attempt to undermine other council members and try to make them look bad. It is petty, it is unethical, inappropriate, unprofessional and a waste of everyone's time.

\*Copies of the emails sent to the Council Members are attached and made a part of these minutes

#### II. Mayor, Council Members and Staff reports:

#### Mayor and Council

Deputy Mayor Pro Tem Schoenrade thanked Eileen and Brian for getting the resolution index on the website and stated she would like to see us move towards bringing an item for discussion and consideration but the action being tabled for a week, so the citizens have the time to also look at these items because it is their tax money we are using.

Council Member Parsons said there is a lot of time you cannot wait a month to make a decision and if you wait two council meetings you are waiting a month to actually make a decision, also that may require us to change our ordinances, I am pretty sure there is an ordinance that allows two council members to put something on the agenda with an action item.

Mayor Pro Tem Johnson said the notices sent to the newspaper were sent in correctly, but they were not run on time by the newspaper

Public Works - Code Enforcement - Animal Control - None

Administration - Assistant Town Secretary Lynn Jones said that National Night Out will be October 4.

Public Safety – None

Road and Drainage Committee - None

- III. New business agenda (consideration and action):
- 1. Discussion, consideration, and action on salary ranges within the Double Oak Police Department

Presentation: Police Chief Ruben Rivas Deputy Mayor Pro Tem Schoenrade

Deputy Mayor Pro Tem Schoenrade showed a power point on DOPD Data, comparisons and considerations for DOPD and Citizens.

\*Copy of the power point is attached and made part of these minutes.

Chief Rivas showed a power point presentation on the need to adjust police officers' salaries

This item is tabled and will be put on the next agenda for September 19, 2022.

2. Discussion, consideration, and action on base salary adjustments within the Double Oak Police Department.

Presentation: Police Chief Ruben Rivas

JoAnn Meyer 170 Park Lane

It was brought to my attention that if we had to purchase the homes we live in right now we could not our salary is not increasing and everything is going up for us as well.

Ed Mehlhaff 201 Colonial Court

Assuming the Town Council approves your request how confident are you that you will be able to recruit any officers right now.

This item is tabled and will be put on the next agenda for September 19, 2022.

3. Discussion, consideration, and action on the Public Works Contract with Steve Koehler and a status update from Randall Anglin on his completions of proper certifications.

Presentation: Deputy Mayor Pro Tem Schoenrade

This item is tabled will be put on the next agenda for September 19, 2022.

4. Public Hearing on the proposed budget for fiscal year 2022-2023.

Presentation: Mayor Pro Tem Patrick Johnson

Thomas Meyer 170 Park Lane

I want to ask Rivas to pay attention to what I am saying. I have sat here watching you play on your computer. I agree that our police officers need fair annual pay based on what the surrounding towns are paying. Our town council members have been undermining our new town council members making it difficult to get things done. The police chief mentioned in a meeting that our poor police officers can't earn enough money to even survive, the citizens of this town make a median income for this area. This was a very poor comment from our police chief who makes almost \$100,000 a year and we also pay an assistant police chief \$89,000 a year well above the median household income for North Texas. That is paid out to two officers who are not patrol officers and that makes our town of Double Oak very top heavy in the police department.

Double Oak cannot send one officer to a residence for a domestic disturbance or a criminal act until another Double Oak officer comes from somewhere in the metroplex to back up the officer. Are the police chiefs reviewing where the applicants are living. Why are not we getting reciprocal back up. You make this sound dire what is the usual back up time for Double Oak. Why do we need two police chiefs.

Ed Mehlhaff 201 Colonial Court

Addressed defunding the police with a definition of defunding. Signs have been put up stating council wants to defund the police. We must adjust our pay to officers. How many officers do we need for 24-hour coverage, are the reserve officers being used.

Pat Wellen 140 Forest Park

Two times during the budgeting process there was information presented then a push to take immediate action both around pay and benefits for city employees. Some council members seeing the information for the first time then attacking the Mayor Pro Tem for not including it as an action item on an agenda, insinuating that it is urgent to decide that evening is a bully tactic. Two police positions have been open for months if it was urgent why wasn't it the first thing on the budget agenda.

5 Discussion on the 2022-2023 fiscal year budget and tax rate.

Presentation: Town Treasurer Billie Garrett

Town Treasurer Billie Garrett went over the budget.

6. Discussion, consideration, and action on setting September 19, 2022, for a public hearing to consider the proposed 2022-2023 budget.

Presentation: Town Treasurer Billie Garrett

Schoenrade made the motion to set September 19, 2022, as the date for a public hearing to consider the proposed 2022-2023 budget. Hillyer seconded the motion.

AYE: Parsons, Hillyer, Schoenrade and Johnson.

NAY: None

#### MOTION CARRIED UNANIMOUSLY

7. Discussion, consideration, and action to schedule the public hearing for September 22, 2022, on the adoption of an ordinance setting the tax rate.

Presentation: Town Treasurer Billie Garrett

Parsons made a motion to schedule the public hearing for September 22, 2022, on the adoption of an ordinance setting the tax rate. Schoenrade seconded the motion.

AYE: Parsons, Hillyer, Schoenrade and Johnson.

NAY: None

#### MOTION CARRIED UNANIMOUSLY

- 8. Council staff announcements and comments: None
- 9. Adjournment

Parsons motioned, Hillyer seconded to adjourn

With no further business to come before the Council, the meeting was adjourned at 12:15 am.

Assistant Town Secretary	Mayor Pro-Tem

#### **Lynn Jones**

From: Connie Schoenrade

Sent: Tuesday, September 6, 2022 6:47 PM

To: Lynn Jones

Subject: FW: [Double Oak, TX] What I meant to say during Comments tonight (Sent by Dave

Nelson, davenelson@tx.rr.com)

Please print for public record.

From: Contact form at Double Oak, TX <cmsmailer@civicplus.com>

Sent: Monday, August 22, 2022 10:39 PM

To: Connie Schoenrade <connie.schoenrade@doubleoak.texas.gov>

Subject: [Double Oak, TX] What I meant to say during Comments tonight (Sent by Dave Nelson, davenelson@tx.rr.com)

#### **CAUTION: [EXTERNAL EMAIL]**

Hello connie.schoenrade@doubleoak.texas.gov,

Dave Nelson (<a href="mailto:davenelson@tx.rr.com">davenelson@tx.rr.com</a>) has sent you a message via your contact form (<a href="https://www.doubleoak.texas.gov/user/1376/contact">https://www.doubleoak.texas.gov/user/1376/contact</a>) at Double Oak, TX.

If you don't want to receive such e-mails, you can change your settings at https://www.doubleoak.texas.gov/user/1376/edit.

Message:

Dear Council Member Schoenrade,

I wanted to address the board during the comments section this evening but signed up on the wrong form. Mayor Pro Team Johnson offered to allow me to speak at the end of the meeting but we couldn't stay. I will mention what I intended to say in this email.

After watching the city adopt budgets and conduct business for about 30 years it appears to me we should be further along by this time in the fiscal year. You are still debating major budget items where in the past at the end of August our counsels are usually wrapping it up. I understand we have new counsel members who elected themselves into the Pro-Tem and Deputy Pro-Tem positions resulting in lots of learning curve issues. That decision, in my opinion, may have been arrogant and short sighted but that's old news now.

It is obvious to all observers that Mayor Pro-Tem Johnson is trying to fast track his appointment as Mayor. It was attempted at the last meeting but failed with a lack of a second to your motion after which it was correctly pointed out the vacancy was not properly advertised. Now there have been early September suspense dates set to appoint the new Mayor.

Last meeting the question was asked about advertising the open seat to the public. Four days ago a posting was made on the town website but was buried 3 menus deep on the Government/Town Council/Announcements section on the right margin of the web page. After a "concerned citizen" checked with the IT department this morning, the letter was

moved to the home page where the council should have insured it was posted originally. This is a big deal. I understand an email blast was made but I didn't receive one. This after being on the email list for decades.

I am very concerned some council members are acting with undue haste in this matter. My hope is that you would move to eliminate all action concerning any nominations for Mayor until after the 2022-2023 budget is finalized and adopted. You appear to have plenty on your plate right now. Mayor Pro Team Johnson mentioned two or three times this evening that he doesn't want to rush into any decisions so please apply the same logic to the Mayor appointment. The outcome may not change however the process would be more complete and defensible under future scrutiny.

Social media was used extensively during the recent campaign to fill the 3 open seats in May. I scoured Nextdoor and the two Double Oak Facebook groups this morning for any mention of the open mayoral seat. Found nothing. If you really intend to be as transparent and open as you promised, please use your experience with social media to properly advertise the fact that any qualified citizen can be appointed to the Mayor's seat simply by being nominated by the board.

Thank you all for your service to this town.

**Dave Nelson** 

#### Dear council member:

First, I would like to express my condolences to the family of Detective Murphy and to the police department and town staff. The loss of another police officer who has provide great service to this town is truly devastating.

As a taxpayer I would like to see the council stay at or near the No New Funds level of taxation. I think the raises to make police pay competitive with other towns our size can be given and the town can remain in the NNF level if you consider all of the funds available to the town and how to use them to meet the town needs and not just put everything in the current budget with the intent of raising tax dollars. If you are concerned that setting the rate to the NNF rate will hurt the town if property values go down in future years, the Texas legislature thought about that and put in provisions that will limit this from happening by creating a bank for the unused increments between the adopted rate and the voter approval rate so that these banked amounts can be used in future years to increase the voter approved rate. Below is the excerpt from the NNF calculations explanations from the State Comptroller's office.

#### **Unused Increment Rate**

The unused increment rate is the three-year rolling sum of the difference between the adopted tax rate and the voter-approval tax rate and is only available to a taxing unit other than a special taxing unit. The unused increment rate can be used to increase the voter-approval tax rate, depending upon the tax rates adopted by the taxing unit in the previous three years. For example, a city has the ability to "bank" any unused amounts below the voter-approval tax rate to use for up to three years.

Source comptroller.texas.gov/taxes/property-tax/truth-in-taxation/calculations.php

I encourage all the council members to consider how to best use the remaining FSLRF funds – can some of the items in the budget be funded with that money? Also, during council meetings reference has been made to money set aside in different funds. The minutes from August 1, 2022, is the last time I can see the balance sheet with these funds. I ask why this money is not being considered to reduce the budget and keep taxes at the no new funds rate rather than putting everything in the current budget? You have \$209,371 in something called fund balances, \$100,000 in a Stormwater structures fund, \$150,000 in a Road contingency fund, \$246,455 in a street and drainage fund, \$20,000 in Cross Timers Drainage project fund, \$850,521 in retained earnings, and \$627,546 in net income. I also heard reference at the last council meeting to rolling over some of the unspent funds from this fiscal year further increasing this fund. While it is prudent to set aside money for a rainy day with more than \$2 million plus the SLFRF funds, this set aside amount is too large and should be used to reduce the 2023 budget.

Also, outside of the police salaries there has been no discussion about the other town staff and the 2.5 percent raises that were plugged into the formula. Raises should be based on competency and job performance not an entitlement. They already receive entitlement pay for tenure and received a really large bonus this year. So, I ask you to consider the performance of each individual rather than doing the

#### **Lynn Jones**

From:

Patrick Johnson

Sent:

Tuesday, September 6, 2022 5:28 PM

To:

Lynn Jones

Subject:

FW: Citizen Concerns

Lynn,

Here is another citizen comments for tonight.



#### **Patrick Johnson**

Double Oak Town Council, Mayor Pro-Tem

469-586-9644 (cell) | https://www.doubleoak.texas.gov patrick.johnson@doubleoak.texas.gov | Double Oak Town Hall 320 Waketon Road, Double Oak, TX 75077

From: Wallace, Rebecca <wallacer@lisd.net>
Sent: Tuesday, September 6, 2022 2:48 PM

To: Patrick Johnson <patrick.johnson@doubleoak.texas.gov>

Subject: Citizen Concerns

#### CAUTION: [EXTERNAL EMAIL]

#### Dear Mayor Pro-Tem,

I appreciate how much time and effort you are giving up to come up with a town budget that the citizens will support. Here are some items that I am concerned about:

- 1. The most important is No New Revenue Tax Rate, or even lowering it. My husband and I are senior citizens and are preparing to retire soon and will be on fixed incomes.
- 2. The Police Department:
  - We need to pay our police officers a reasonable amount for the small size of our town. It does not make sense to pay what Lewisville or Flower Mound pay their officers since our town's crime rate is drastically lower as well as the population of our town is considerably lower than those cities. When hiring new officers, we need to communicate the whole compensation package to applicants. They need to know the insurance package they will be receiving, PTO, the low crime rate of Double Oak, etc. The salary range should have been addressed in the past, but maybe the town could use some of the \$1.3 million in surplus for possible hiring bonuses.
  - The Mayor/Mayor Pro-tem and/or a citizen committee need to be part of the interview process to insure the best possible candidates are hired.
  - The citizens who have the negative signs in their yards need to be asked to remove them as this may be a deterrent to prospective police hires.
  - The police department and all departments need to follow the budget deadline instead of filing at the
    last minute creating chaos. The whole insurance debacle is a prime example of waiting until the last
    minute to decide on something that will cost the town money.

- The police chief and assistant police chief should have patrolling duties. We do need a 24 hour coverage, however, this means one patrol office on duty with back up as needed for each 8 hour shift.
- 3. Please look for other places in the budget to make cuts and use the money from the reserve fund. And above all, make sure the rest of the Covid money is spent appropriately!

Thank you for your consideration,

**Becky Wallace** 

#### **Lynn Jones**

From:

Patrick Johnson

Sent:

Saturday, September 3, 2022 11:07 AM

To:

Lvnn Jones

Subject:

FW: Police Recruitment Incentive

Lynn,

Here is another citizens comments to be added to the others for the meeting on Tuesday.



### Patrick Johnson

Double Oak Town Council, Mayor Pro-Tem

469-586-9644 (cell) | https://www.doubleoak.texas.gov

patrick.johnson@doubleoak.texas.gov | Double Oak Town Hall

320 Waketon Road, Double Oak, TX 75077

From: Edward Mehlhaff < reded 767@gmail.com > Sent: Saturday, September 3, 2022 10:58 AM

To: Patrick Johnson <patrick.johnson@doubleoak.texas.gov>; Connie Schoenrade

<connie.schoenrade@doubleoak.texas.gov>; Jean Hillyer < jean.hillyer@doubleoak.texas.gov>; Scott Whisenhunt

<scott.whisenhunt@doubleoak.texas.gov>; Casey Parsons <casey.parsons@doubleoak.texas.gov>

**Subject:** Police Recruitment Incentive

**CAUTION: [EXTERNAL EMAIL]** 

I was trying to think of a way to attract qualified officers to our police department and request that you consider this.

The 2021-2022 budget allocated the following funds for the police department:

\$24,000 for uniforms.

\$24,000 for training.

\$5,000 for ammo.

Since we are down so many officers, I am sure that a lot of these funds have not been spent. If that is the case, can you reallocate some of the used funds for incentive pay for new officers? I suggest the amount be \$2000-\$5000 based on qualifications and experience. Also, I think if you choose to do this, the recruited officers will be required to sign an agreement that they will return the funds if they leave our police force before 18-24 months.

Thanks for your consideration of this.

Edward Mehlhaff

#### **Lynn Jones**

 $\sim$ 

From:

Patrick Johnson

Sent:

Saturday, September 3, 2022 10:57 AM

To:

Lynn Jones

Subject:

FW: Responsible Use of Our Tax Dollar

Lynn,

Please include this in citizen comments print outs of email for the meeting on Sept 6th.

Thank you



# Patrick Johnson Double Oak Town Council, Mayor Pro-Tem

469-586-9644 (cell) | https://www.doubleoak.texas.gov patrick.johnson@doubleoak.texas.gov | Double Oak Town Hall 320 Waketon Road, Double Oak, TX 75077

From: JO AN MEYER < joanney@live.com> Sent: Friday, September 2, 2022 11:19 AM

To: Patrick Johnson <patrick.johnson@doubleoak.texas.gov>

Subject: Responsible Use of Our Tax Dollar

**CAUTION: [EXTERNAL EMAIL]** 

Dear Councilmember \_Patrick Johnson,

Thank you for your time and efforts in serving on town council, and for your diligent work on the town budget. Here are some things that are important to me:

- 1. Please adopt the No New Revenue Tax rate or lower. (Put in a reason, such as you are a senior on a fixed income, or want to see responsible use of taxpayer money).
- 2. Please support a police force reasonable for our small town. 24 Hour coverage can mean one patrol officer on duty with back up as needed. Also we expect our police management to patrol as needed.
- 3. Please look at other places in the budget to make cuts to support the lower rate, such as wish list items. Also use left over money from the current year budget and/or our reserve fund.

Thank you again,

DO citizen

Tommy and JoAn Meyer

#### **Lynn Jones**

From: Connie Schoenrade

Sent: Tuesday, September 6, 2022 6:48 PM

To: Lynn Jones

Subject: FW: Town employee insurance

Attachments: 2022\_BenefitsSummary\_202203101053521351 City of Mckinney.pdf; Argyle - Employee

Benefits Summary 2020.08.pdf; Bartonville Tx.docx; Pilot Point police.docx; Little Elm

Police.docx

Please print for town records.

From: Pat Wellen <pwellen2096@gmail.com> Sent: Tuesday, August 2, 2022 11:42 AM

**To:** Jean Hillyer < jean.hillyer@doubleoak.texas.gov>; Connie Schoenrade < connie.schoenrade@doubleoak.texas.gov>; Patrick Johnson < patrick.johnson@doubleoak.texas.gov>; Scott Whisenhunt < scott.whisenhunt@doubleoak.texas.gov>

Subject: Town employee insurance

#### **CAUTION: [EXTERNAL EMAIL]**

I wanted to thank you for your diligence in making sure that we have transparent communications in this town and your willingness to investigate and do your due diligence before making decisions. So, taking your time to look over the options for the town employees health care is a good thing for the employees and the citizen taxpayers.

I too like to research things before decisions are made. I work for a non-profit that has, because of rising costs, pushed more and more of the benefit cost to the employees. And, while that has hurt, I understand that they cannot continue to pay all of my benefits at the same level with these rising costs. My husband is also a municipal employee – he works for the McKinney fire department as a Fire Protection Engineer. I am actually on his insurance because it had lower deductibles and out of pocket than mine did this year. They do not pay all of the employee costs nor do they pay a lot of the family costs – but they are still better than my employer insurance. I have attached their plan (which is from this year and they have already let employees know it will increase next year).

I am also a researcher so I started looking into what Chief Rivas said about hiring and learned that Bartonville offers a signing bonus of \$1,500 for new officers. I have attached their job posting along with ours so that you can see the difference. I think people look at the overall benefits package, but I think they look at what they are going to be paying — what is coming out of their pocket each month as a larger consideration unless they know they have a medical condition or someone in their family has a medical condition that would have them reach their deductible. (Almost every town around us is looking for officers — I have included some of their postings for your reference)

The reality of the insurance cost increases this year and in future years makes our current employee benefit levels unsustainable. And, I would hate to see this council kick the can down the road on this and keep everything the same and then next year have to make large changes rather than making smaller changes over time – change the deductible and out of pocket one year and the percent the town pays the other year – but not both in the same year (which is what my employer did because they kicked the can down the road too long).

If you choose the lower deductible plan (option 1) I believe that the town should continue to pay 100% of employees medical coverage but go down on the percent of spousal/child benefits to offset the increased cost of the plan – that would increase the monthly expenses of our employees that have this extra coverage (I believe that would be 5 people if

I am remembering what was on the information that we looked at last night). Then if next year's expected increase becomes a reality the council could go up on the deductible and out of pocket that year.

If you choose the higher deductible plan (option 2) I would suggest you keep the percentage paid for the employee and spouse/child the same as the previous year as the employee will be paying more monthly for this plan as well as having the higher deductible. If this is the chosen option and costs go up next year then the council can change the percent paid by the town for spouse/child coverage in that year to offset that increase.

I have looked at the towns around us that have their plans online and Argyle pays only 35% of the spouse/child medical. I believe Bartonville also pays less than us for the spouse/child medical as well based on some conversations, but I cannot find anything online to this effect. Our town is overly generous and has not made any changes to take into account the new reality of yearly increases in medical costs – we need to do something this year with either the plan deductibles going up or the percent toward the spouse/child paid by the town going down – these increasing cost are not sustainable and if we as a town kick this can down the road and stay with everything the same next year we will have an even more difficult time. – this is just a reality that we all have to live with (I don't like it either) and municipal employees across the metro-plex also have to deal with it. Town employees have generous retirements and other benefits as well, so as a package I think we are still competitive with other towns that I have researched.

While I know you want to be nice to our employees, having them tell you which plan they want makes no sense and in fact I found that weird that the insurance agent talked with them about their preferences instead of talking to the council first—because they will always tell you the lower cost with all expenses paid is the way to go—that is just human nature. And I know you need to be sensitive about being competitive for police officers—but I don't think our benefits were the problem in the person choosing Bartonville over Double Oak.

Just my two cents.

Pat Wellen

# 2022 City of McKinney Employee Benefits Summary

#### **MEDICAL PLANS**

New hire coverage will begin on the first of the month following 28 days of employment. Medical plans are administered by Cigna. Below is a brief summary of medical plan benefits of in-network coverage. The City of McKinney does not pay out-of-network benefits on the City Care and City Care Plus plans. This chart does not replace the medical plan document. For complete details, refer to the medical plan document available on the intranet at www.thecityinsider.org.

DI ANI DENIFEITO	Ent. Com			OF BLUG	(Appellation	West
PLAN BENEFITS	CITY	SALKSON	CITY CA		CITY	CONTROL OF THE PARTY OF THE PAR
Annual deductible	\$1,500 individu \$3,000 family	al	\$750 individual \$1,500 family		\$3,000 individue \$6,000 family	al
Out of pocket maximum Includes medical and Rx expenses	\$6,600 individu \$13,200 family	al	\$4,400 individu \$8,800 family	al	\$5,500 individue \$11,000 family	al
Co-Insurance	After deductible pays 20%; plan		After deductible pays 20%; plan		After deductible pays ER and Rx pays 100%	
PREVENTIVE CARE (Review routine p	rocedures in the	Plan Documer	nt for guidelines)			
Includes adult physical exams, well- woman exams by PCP or OB/GYN, and routine pediatric care	Plan pays 100%	6	Plan pays 100%	6	Plan pays 100%	6
OUTPATIENT CARE						
Primary Care (PCP) Office Visit	Member pays s copay; plan pa		Member pays \$ copay; plan pa		After deductible 100%	e, plan pays
Specialist Office Visit	Member pays s copay; plan pa		Member pays \$ copay; plan pay		After deductible 100%	e, plan pays
Outpatient Surgery	After deductible pays 20%; plan		After deductible pays 20%; plan		After deductible 100%	e, plan pays
Chiropractor Limit 30 visits per year. After five visits, pre-authorization is required.	Member pays 3 plan pays 1009		Member pays \$ plan pays 100%		After deductible 100%	e, plan pays
Urgent Care	Member pays 9		Member pays \$ plan pays 100%		After deductible 100%	e, plan pays
McKinney Preferred Network		has			A6 1 1 1 11 11 1	
Providers Legacy ER & Urgent Care	Member pays 9	6	Member pays 9 plan pays 1009	6	After deductible 100%	
Occumed Plus	Member pays 9		Member pays \$ plan pays 100%		After deductible 100%	e, plan pays
DIAGNOSTIC SERVICES						
For lab and radiology/X-ray	y No deductible; plan pays 100%		No deductible; 100%	plan pays	After deductible 100%	e, <mark>plan pays</mark>
Select Diagnostic Services including CT Scans, PET Scans, MRIs			After deductible, member pays 20%; plan pays 80%		After deductible 100%	e, plan pays
INPATIENT HOSPITAL CARE						
General Services	After deductible, member pays 20%; plan pays 80% After deductible, member pays 20%; plan pays 80%		After deductible, plan pays 100%			
EMERGENCY CARE						
Emergency room services	No deductible; member pays \$200 copay plus 20%; plan pays 80%.		No deductible; member pays \$200 copay plus 20%; plan pays 80%		After deductible pays \$200 cope 100%	
COST:	Employee Pays Per Month	City Pays Per Month	Employee Pays Per Month	City Pays Per Month	Employee Pays Per Month	City Pays Per Month
Employee Only	\$50	\$658	\$128	\$654	\$30	\$643
Employee & Spouse	\$311	\$1,273	\$441	\$1,314	\$204	\$1,303
Franksupa 9. Child/son)			\$398	\$1,161	\$171	\$1,167
Employee & Child(ren)	4	411200				

<sup>\*</sup>Non-Cigna Designated Care

#### PRESCRIPTION DRUG PLAN

Prescription drug coverage is administered by Cigna and is included for employees enrolled in one of the city's medical plans.

UP TO 30-DAY SUPPLY PRESCRIPTION COPAY AMOUNTS					
Drug Type	City Care & City Care Plus (no deductible)	City HSA (after deductible)			
Preventive Generics (Tier 1)	\$0	\$0			
Non-Preventive Generics (Tier 1)	\$10	\$10			
Preferred Brand (Tier 2)	\$30	\$30			
Non-Preferred Brand (Tier 3)	\$60	\$60			
Specialty Drugs	Member pays 10% (Minimum of \$75/Maximum of \$200)	\$120			

90-DAY SUPPLY PRESCRIPTION CO	PAY AMOUNTS	
Drug Type	Cigna 90 Now (In-store) and Cigna Home Delivery City Care & City Care Plus (no deductible)	Cigna 90 Now (In-store) and Cigna Home Delivery City HSA (after deductible)
Preventive Generics (Tier 1)	\$0	\$0
Non-Preventive Generics (Tier 1)	\$20	\$20
Preferred Brand (Tier 2)	\$60	\$60
Non-Preferred Brand (Tier 3)	\$120	\$120

#### **DENTAL PLAN**

City of McKinney's dental plan is administered by CIGNA dental network.

Annual deductible: \$50 individual/\$150 family for non-preventive services

Maximum benefit: \$1,750 each calendar year

Coverage: • 100% coverage for preventive and diagnostic services

80% coverage for basic services after deductible50% coverage for major services after deductible

 Orthodontia coverage available for children and adults: 50% up to a lifetime maximum of \$1,750

	Employee Pays Per Month	City Pays Per Month
Employee Only	\$13.50	\$30.59
Employee & Spouse	\$28.00	\$70.80
Employee & Child(ren)	\$31.00	\$76.83
Employee & Family	\$40.00	\$112.98

#### **VISION PLAN**

City of McKinney offers vision plan insurance from Avēsis.

Coverage: • \$10 copay for annual routine eye examination

• \$130 after \$25 copay frame allowance

• \$130 contact lens allowance

EMPLOYEE COST	Per Month	City Pay Per Month
Employee Only	\$4.72	\$0
Employee & Spouse	\$8.52	\$0
Employee & Child(ren)	\$8.99	\$0
Employee & Family	\$13.37	\$0



#### **BASIC LIFE & AD&D COVERAGE**

City of McKinney provides basic life and AD&D insurance to all eligible employees at no cost. These benefits are insured by Lincoln Financial Group. The life insurance plan pays a benefit of one times your annual salary (\$60,000 minimum to \$300,000 maximum) to the employee's designated beneficiary.

Cost: 100% of premiums paid by employer

(Supplemental life and AD&D are available for purchase for employee and

dependents)

#### **DISABILITY**

City of McKinney provides basic long-term disability (LTD) insurance to all eligible employees at no cost. This benefit is insured by Lincoln Financial Group. Employees may purchase an optional enhanced plan.

the state of the s					
	Basic LTD Plan	Enhanced Plan			
Cost/Coverage:	<ul> <li>100% of premium paid by employer</li> <li>180-day waiting period</li> <li>Provides 60% of pre-disability earnings to a maximum of \$5,000 per month</li> </ul>	<ul> <li>Premium is paid by employee</li> <li>180-day waiting period</li> <li>Provides 66.67% of pre-disability earnings to a maximum of \$7,500 per month</li> </ul>			

#### RETIREMENT PLAN

Texas Municipal Retirement System - TMRS (mandatory) 7% of Gross Income, 2:1 match

Optional Retirement Plan 457(b) Deferred Compensation Plan

Social Security Tax 6.2%

Medicare Tax 1.45%

#### **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

A 24-hour hotline and counseling provided by Cigna EAP are available to all employees and their families for help with marriage/family issues, stress, drug and alcohol dependency, depression, anxiety, etc.

**Note:** This document is only a brief summary of employee benefits currently offered by the City of McKinney. In all events, the terms of the various benefit plans, as set forth in their respective plan documents govern, and as a result, no statements made outside of the plan documents, whether verbal or written, change or modify the terms of the plans. The City of McKinney reserves the right to modify or eliminate any benefit plan at any time.



### **LEAVE & ADDITIONAL BENEFITS FOR REGULAR FULL TIME EMPLOYEES**

Benefit	Summary						
Vacation	All regular full-time employees will accrue vacation leave on a monthly basis from their first day of employment. Vacation leave is available for use once it has been accrued. Refer to personnel policies for the full vacation leave policy which includes maximum accruals and payouts.						
	Years of Service	Regular Full-Time	Sworn Police* & Fire Non-Shift	Fire Shift			
	0 – 2 years	80 hrs.	120 hrs.	180 hrs.			
	2+ years	120 hrs.	120 hrs.	1 <mark>80 hrs.</mark>			
	10+ years	160 hrs.	160 hrs.	240 hrs.			
	20+ years 200 hrs. 200 hrs. 300 hrs.						
Sick Leave	Sick leave is available for which includes the guideli Regular full-time emploequates to 11.37 hours Firefighters assigned to month.	a 56-hour workweek shall a	<ul> <li>Refer to personnel policies ell as eligible payout upon se 0-hour workweek shall accrue ccrue sick leave at a rate tha</li> </ul>	for the full sick leave policy, paration from the City. e sick leave at a rate that t equates to 15.4 hours/			
Holidays		paid holidays per year. All re ient. Refer to personnel polic		e eligible for holiday pay from			
	<ul> <li>New Year's Day</li> <li>Martin Luther King, Jr., D</li> <li>Memorial Day</li> <li>Independence Day</li> <li>Labor Day</li> </ul>	Day	<ul><li>Thanksgiving Day</li><li>Day After Thanksgiving I</li><li>Christmas Eve</li><li>Christmas Day</li></ul>	Day			
		ocal Government Code, firefig ay. The Fire Department has		above holidays designated as 11th holiday in replacement			
Personal Day		es. It must be taken by the la		e leave may be used to cover ir year. Refer to personnel			
Bereavement Leave	All regular full-time and part-time employees are eligible for bereavement leave from their first day of employment. Eligible employees will be eligible for up to 24 hours of leave per occurrence. Firefighters assigned to a 24 hour shift will be eligible for a maximum of 36 hours per occurrence.						
	Employees may, with their supervisor's approval, use any available sick leave for additional time off as necessary. Refer to personnel policies for the full bereavement leave policy.						
Catastrophic Leave		oyees are eligible for catastro s. Refer to personnel policies		to the leave bank and meet ve policy.			
Tuition Assistance Program	All regular full-time employees are eligible to participate in the tuition assistance program from first day of employment. Refer to personnel policies for additional information and guidelines of the program.						
Compensatory Time	Compensatory Time  Regular full-time non-exempt employees may elect to accrue comp time in lieu of overtime pay. C accrue at a rate of one and one-half hours for every hour worked over 40 hours in a week.  • Employees assigned to a standard 40-hour workweek may accrue up to 80 hours  • Employees assigned to a 56-hour workweek may accrue up to 120 hours						
	of the standard 40-hour v	employees accrue comp time workweek. The maximum ac policies for additional inform	crual for compensatory time	for exempt employees is 40			
Longevity Pay	Regular full-time employe annually.	ees receive \$5 per month of s	ervice to a maximum of \$1,2	00. Payments are distributed			
Fire and Police employees who are covered through a meet and confer agreement should refer to the current meet and							

Fire and Police employees who are covered through a meet and confer agreement should refer to the current meet and confer agreement. If it is not covered in the meet and confer agreement, then the full-time employees will be covered as outlined within city policy above.





HEALTH – Employee health insurance is paid by the Town at 100%, dependent coverage is available with the Town contributing 30% towards dependent coverage. The Town offers three health plan options or, if the employee is eligible for coverage elsewhere, they may elect a stipend in the amount of \$500 per month. Coverage is available the first day of the month following 30 days of continuous employment.

DENTAL & VISION – Employee dental and vision insurance is paid by the Town at 100%. Spouse and dependent coverage is available and paid for by the employee at 100%.

LIFE INSURANCE, SHORT TERM & LONG TERM DISABILITY- The Town provides employee coverage at 100% based on the employee's salary. Additional coverage for the employee and dependents is available at the employee's expense.

RETIREMENT – The Town is a member of the Texas Municipal Retirement System (TMRS) and provides a 2 to 1 match at 7%. Employees who retire through TMRS are eligible for an annual Cost of Living Adjustment. The Town does not participate in social security.

OTHER BENEFITS – The Town also offers the following benefits at the full expense of the employee: ICMA, and AFLAC.

HOLIDAYS – The Town observes the following holidays:

New Year's Day

Martin Luther King, Jr Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Day After

PERSONAL DAYS – Each employee receives two Personal Days per calendar year. Employees hired after June 30<sup>th</sup> will receive only one personal day their first year. Personal days do not carry over each year.

LONGEVITY PAY — Regular full-time employees' longevity pay shall be \$5 for each full month of employment, distributed in November following the completion of one year of employment.

SICK LEAVE – Full time employees accumulate sick leave at the rate of 8 hours per month,

VACATION – Vacation is accrued at the following rates:

1-4 years – 6.67 hours per month (80 hours per year)

5-9 years – 10 hours per month (120 hours per year)

10-19 years – 13.33 hours per month (160 hours per year)

20+ year - 16.67 hours per month (200 hours per year)

Employees are eligible to take vacation upon successful completion of probationary period. Employees may not accrue more than two times the annual accrual of vacation leave.

VACATION BUY BACK —Eligible employees may sell back (with the Town buying back) between three and five days of vacation time (depending on their years of service) one time per year.

All benefits are subject to the provisions of the Town of Argyle Employee Handbook. The Town of Argyle is an Equal Opportunity Employer.

#### Bartonville Tx – job posting

#### **Patrol Officer**

Patrol Officers provide crime prevention and law enforcement services for the Town through proactive patrol, preliminary investigations, and traffic control duties during an assigned shift.

This position is open to those who are currently certified as a Peace Officer by the Texas Commission on law Enforcement (TCOLE); Out of State Peace Officers who can meet minimum standards for Texas licensure (TCOLE RULE §217.1)

#### **Examples of Duties**

- · Patrols town to promote public safety and enhance the quality of life .
- Responds to calls for police service (disturbances, burglaries, prowlers, suspicious persons, etc.) and takes necessary action.
- · Secures crime scenes and arrests suspect(s) in misdemeanor and felony offenses.
- · Directs traffic, issues citations, and investigates accidents.
- Completes patrol, offense, and arrest reports.
- · Assists in conducting criminal investigations.
- · Operates and maintains vehicle and personal equipment.
- Attends training activities and receives classroom and field instruction in job related subjects.
- · Stores, tags, and logs evidence and recovered property.
- Maintains a positive friendly and effective working relationship with the general public and co-workers.
- · Reports any unsafe, hazardous, or perilous conditions to proper authority.
- · Adheres to the personnel, safety, and departmental policies, procedures, and Administrative Orders.
- · Informs supervisor of all work activities.
- · Performs other duties as assigned.

#### Compensation and benefits

Salary Range \$57,000 - \$70,000

\$1,500 sign-on bonus

Lateral transfer opportunities

- TMRS 2:1 7%
- · Paid medical, vision, and dental
- Certification pay
- All equipment provided
- 13 paid holidays

#### Requirements

#### Applicants must possess:

High school diploma or G.E.D

Minimum two years experience

Valid Texas Driver's License

Ability to pass a thorough background investigation

Ability to pass a psychological exam and drug screen

Criminal Record: No convictions for criminal offense above Class C Misdemeanor

#### Town of Double Oak - Job Posting

The Town of Double Oak Police Department is seeking to fill a Police Officer Position. Job duties will include, but will not be limited to, detecting and investigating crimes, interview complainants, witnesses, and suspects, conducting traffic enforcement, basic accident investigation. The officers should be able to conduct basic crime scene assessment and processing to include lifting prints and taking photographs. The officer will assemble case file reports with the District Attorney's Office and testify when needed. Officers currently serve on a rotating twelve-hour shift schedule. Double Oak is a 24-hour department.

Strongly preferred qualifications include a minimum of two years' experience in patrol and TCOLE certification as a peace officer. A detailed pre-employment background investigation will be conducted.

Benefits will include incentive pay for TCOLE certifications, college degrees, and Spanish language skills. TMRS participation at 7% 2 to 1 matching. Health, vision, dental and life insurance.

# Police Officer - Pilot Point

Salary

\$48,004.32 - \$55,888.56 Annually

Location

Pilot Point, TX

Job Type

Full Time

Department

Police Department

**Job Number** 

2021 -00041

Closing

Continuous

#### • **DESCRIPTION**

BENEFITS

#### **Description**

Employment at the City of Pilot Point comes with a full array of benefits. We offer comprehensive health insurance, a no-cost, longevity pay, paid vacations, sick time and personal holidays, not to mention an industry competitive salary structure and a friendly, stable work environment.

# PILOT POINT POLICE DEPARTMENT



# RECRUITING

BECOME A
POLICE OFFICER
(Full Time & Reserves)



**Benefits:** 

Rapidly growing community (3.9% growth in Denton County)

Strong support from our citizens

Take Home Car Program\*

**Salary \$48K - 52K (DOE)** 

**Uniforms & Equipment Issued** 

TMRS 2:1 (vested after 5 years)

**RDS** Pistols allowed for duty use

Paid Training / Professional Development

Applicant must have valid TCOLE License OR currently enrolled in a TCOLE approved police academy

## **APPLICATION FORM:**

https://www.cityofpilotpoint.org/

## Little Elm Police Job Posting

## Summary

Title: Police Officer

ID: 1814

Department: Police Department Salary Range: \$63,792 / yearly

Hours: 12 hour shifts / 84 hour schedule

## Description

#### JOB SUMMARY

The Patrol Officer is responsible for a variety of duties that are necessary to fulfill the Police Department's mission. All duties must be performed in an effective, efficient and safe manner that will foster the public's confidence and trust. This position demands special qualifications and proficiency in certain skills and abilities of a physical, mental and technical nature. As a condition of employment in the status of this position, all patrol officers must be able to perform the entire list of duties as outlined in this job description. In addition you must be motivated to accept new challenges and finding creative solutions, take ownership and pride by demonstrating the Town of Little Elm's Core Values of Integrity, Customer Service, Efficiency and Innovation.

#### **Disqualifiers**

- 1. Have never been convicted of an offense above the grade of a Class B misdemeanor or a Class B misdemeanor within the last ten years.
- 2. Have never been on court-ordered community supervision or probation for any criminal offense above the grade of Class B misdemeanor or a Class B misdemeanor within the last ten years from the date of the court order;
- 3. Have never been convicted or placed on community supervision in any court of an offense involving family violence as defined under Chapter 71, Texas Family Code;
- 4. Have never received a dishonorable or other discharge based on misconduct which bars future military service;
- 5. Have not used marijuana within the last five years.
- 6. Have not used any drugs defined under Subchapter D Health and Safety Code in Penalty Groups 1. 2. or 3. Within the last ten years.

#### **EDUCATION/TRAINING/EXPERIENCE**

All patrol officers must possess, at a minimum, the following qualifications:

- 1. Must be a United States citizen.
- 2. Must possess an active Texas Commission on Law Enforcement (TCOLE) Police Officer license.
- 3. Must be 21 years of age.
- 4. Must have a High School Diploma or GED equivalency certificate.
- Must be able to proficiently read and write the English language and pass a 12<sup>th</sup> grade Reading/Writing proficiency and comprehension test.
- 6. Must have demonstrated a positive work history with a good attendance record.
- 7. Must possess and maintain a good credit history and financial record.
- 8. Must meet health standards not to pose a risk to health or safety of others in the workplace, or to persons they come into contact with while in the performance of duty. This risk shall include infections or communicable diseases deemed a medical high threat, and dysfunctional mental or psychological disorders.

- Assessment of risk to the health and safety of others will be based upon reasonable medical opinion and judgment.
- Must possess adequate vision and pass the department vision tests. Must possess 20/20 corrected vision and 20/200 uncorrected.

#### LICENSES OR CERTIFICATES

- 1. Before appointment must possess an active Peace Officer License from T.C.O.L.E.
- 2. Must possess a valid Texas Class C driver's License.

#### LANGUAGE SKILLS

Must be able to read and write the English language.

#### **REASONING ABILITY**

A patrol officer must:

1.

1.

- a. Possess the ability to comprehend and carry out verbal and written instructions.
- Be able to formulate and employ appropriate courses of action when no specific role or procedure has been established.
- c. Be able to supply reasoning skills to successfully investigate crimes or events.
- d. Be able to supply theory-based instructions/training to actual situations.
- e. Possess adequate memory capacity sufficient to remember various types of information that is necessary to carry out their duties successfully.
- f. Must be able to assess a person's intentions, behavior, and emotional state in order to make appropriate reactive and proactive decisions and responses.
- g. Must be able to tolerate many types of stress without medication. They must be able to make appropriate decisions regarding the fight or flight psychological response.
- h. Must be able to control their emotions in the face of divergent interpersonal or life threatening and traumatic situations.

Emergency Action Abilities: All patrol officers must be able to:

1,

1...

i. Adequately maneuver a patrol vehicle at high rates of speed in traffic or confined areas while using all vehicle equipment, day and night, in all weather conditions. They must be able to exit their vehicle quickly (less than 5 seconds) and stand or assume positions wherein the vehicle is used for cover.

2.

1.

- Engage in physical combat using defensive and offensive tactics; overcome and apprehend violently resistive people, and properly use the baton, handcuffs, mace or spray, and riot gear.
- k. Rescue victims from danger, assess victim's physical condition, and deliver CPR and first aid
- I. Pursue individuals outdoors in all terrains with sudden short durations of 100 yards or longer up to five (5) minutes. Climb stairs, surmount fences or walls.

- M. Must also be able to conduct searches or manhunts for three (3) hours or more over distances of at least two (2) miles.
- 2.

1.

Safely operate their duty weapon with accuracy from standing, kneeling, prone positions and while moving on foot.

#### PHYSICAL DEMANDS

A patrol officer must have the ability to efficiently, effectively, and safely perform all of the essential required duties and tasks of the position. The following outlines the required abilities:

It is imperative that all patrol officers possess and maintain the essential physical abilities to perform their job safely. They must be physically capable to the extent that they are not a liability to themselves or others. They must be able to handle numerous emergency situations that will tax their physical abilities. They must be able to provide protection to themselves and others without the premature or unnecessary use of deadly force. They must maintain a standard of physical fitness in accordance with citizen expectations and department policy.

- 1.
- a. Range of Motion/Flexibility: A patrol officer must:
  - Be able to move rapidly from a sedentary to active position in response to emergency conditions or perceived deadly force encounters.
  - Have the flexibility to rapidly assume a variety of positions to employ "cover and concealment" during emergency circumstances or perceived deadly force encounters.
  - Possess the necessary range of motion to overcome or respond to physical attack or effectively disengage an attacker or escape and summon aid.
  - Possess the quickness to be able to run short distances in order to escape danger, retreat from attack or take over or chase suspects on foot for short and long distances.
- b. Manual Dexterity/Motor Skills: A patrol officer must:
  - Have the dexterity to be proficient in the use of their firearms and other defensive tactics equipment such as the baton, handcuffs, pepper spray, etc.
  - Possess the ability to operate all the equipment and tools necessary to perform the job tasks such as computers, typewriters, mobile and portable radios, vehicles, fax machines, sirens, tape recorders, mobile data terminals, video and audio equipment.
- C. Aerobic Endurance: A patrol officer must:
  - Possess the ability to engage in foot pursuits of suspects without inordinate endangerment to themselves or others. They must also possess the endurance to overcome physical resistance after foot pursuits.
  - Be able to remain on the job performing essential duties for a period up to sixteen (16) consecutive hours without relief.
- d. Strength: A patrol officer must possess sufficient strength to:
  - Deliver CPR for extended periods of time.
  - Carry and use emergency equipment and supplies.
  - Overcome resistance or subdue physically violent persons.
  - Physically defend oneself or others from violent assault without the use of deadly force.
  - Climb fences or walls of at least six (6) feet.
  - Carry or drag a 150 lb. person from danger to safety for a distance of at least fifty (50) feet.
  - Lift heavy objects such as in the case of emergency situations.
- e. Sight and Visual Activity: A patrol officer must:
  - Be able to discern the various colors and not have any color blindness that could prove a risk to himself or others.
  - Possess adequate depth perception in order to judge distances and estimate speed.
  - Possess adequate night vision that will permit the safe operation of motor vehicles, use of firearms, and allow identification of dangerous obstacles, or persons in conditions of darkness
  - Possess adequate peripheral vision to allow the safe operation of vehicles, especially in pursuit driving and to detect danger in a variety of environments.

- f. Hearing: A patrol officer must:
  - Possess the ability to hear adequately over the mobile and handheld radios as well as the telephone.
  - Be able to determine the point of origin of noises or sounds as during building or area searches for example.
  - Be able to identify different types of sound.
- g. Smell: A patrol officer must possess the ability to smell smoke, electrical hazards, and different types of fumes, toxic or otherwise.

#### **WORK ENVIRONMENT**

In carrying out the duties of a patrol officer, the following conditions or exposures can be expected to be encountered.

- 1. Routine work indoors 20% of the job
- 2. Routine work in vehicles 50 to 70% of the job.
- 3. Routine work outdoors 30% of the job.
- 4. Working alone during routine patrol.
- 5. Working all shifts and days of the week.
- 6. Emergency work call-out at a moment's notice.
- 7. Close physical contact with people.
- 8. Exposure to blood and other bodily fluids.
- 9. Work in all weather conditions.
- 10. Work on uneven, wet, or slippery surfaces.
- 11. Exposure to bodily injury or dangerous conditions.
- 12. Occasional working at high elevations (ladders, roofs, etc.)
- 13. Work in confined spaces, requiring cramped body positions.
- 14. Work near large moving vehicles and equipment.
- 15. Work in darkness or very dim lighting conditions.
- Exposed to loud noises.

#### **ESSENTIAL JOB FUNCTIONS**

Listed below are many of the specific job tasks or functions typically required of a Police Officer in the Patrol Division. This list should not be considered all-inclusive as additional job tasks may be required by either circumstances or ranking officers.

- 1. Tests equipment for proper operation.
- 2. Transports evidence/property/people.
- 3. Utilizes laptop computers to enter offense reports.
- 4. Administers first aid and initiates basic life support (CPR).
- 5. Aids lost/stranded people.
- 6. Answers inquiries about laws and legal procedures.
- 7. Applies crime prevention techniques.
- 8. Applies for and serves arrest warrants.
- Applies for and serves search warrants.
- 10. Arranges removal of stalled/abandoned/wrecked vehicles.
- 11. Arranges transportation/evacuation of injured/ill/deceased people.
- 12. Arrests/cites violators of criminal law.
- 13. Assists citizens with home lockouts.
- 14. Assists citizens with vehicular lockouts.
- 15. Assists the emergency dispatchers as directed.
- 16. Attends departmental meetings.
- 17. Attends special job-related meetings and training sessions.

- 18. Cares for the needs of prisoners in custody or jail.
- 19. Checks businesses for liquor/cigarette laws, and city license violations.
- 20. Cites/arrests for traffic law violations.
- 21. Collects and reports criminal intelligence information.
- 22. Collects, marks, and preserves evidence at crime/accident scenes.
- 23. Completes daily work logs/work records.
- 24. Complies with department policies and procedures, rules, orders, and directives.
- 25. Conducts building searches for suspects.
- 26. Conducts elderly/disabled citizen checks.
- 27. Conducts inventories of vehicles.
- 28. Conducts jail check duties when prisoners occupy the city jail.
- 29. Conducts jail transfers of prisoners to or from the city jail and other agency jails.
- 30. Conducts residential/commercial security checks.
- 31. Conducts stakeouts/surveillances for long periods of time.
- 32. Controls crowds and traffic in areas of accidents, fires, and other emergency and non-emergency situations.
- 33. Counsels offenders.
- 34. Delivers mail and other correspondence as needed.
- 35. Delivers well being, contact, and death messages.
- 36. Directs and controls vehicular/pedestrian traffic movement.
- 37. Escorts people and vehicles.
- 38. Establishes barricades for various situations.
- 39. Fingerprints people.
- 40. Follows up on pending cases/investigations.
- 41. Forces entry into locked buildings/vehicles.
- 42. Guards and protects crime/accident scenes, property and other designated areas.
- 43. Inquires into records and warrant files.
- 44. Inspects prisoners for safety/well-being.
- 45. Interviews or interrogates complainants, victims, witnesses, and suspects and records statements.
- 46. Investigates all types of crime at a level appropriate to training and experience.
- 47. Investigates vehicular accidents and completes accident reports.
- 48. Maintains order in conflict situations.
- 49. Operates audio/video recording equipment.
- 50. Operates emergency equipment (police vehicle, fire extinguisher, etc.)
- 51. Operates speed RADAR equipment.
- 52. Operates vehicular mobile data terminals.
- 53. Performs administrative assignments as required.
- 54. Performs evacuations of people in cases of emergencies.
- 55. Performs field sobriety tests.
- 56. Performs foot patrol to deter and detect crime for periods of at least two hours continuously.
- 57. Performs public speaking to citizen groups upon assignment.
- 58. Performs required booking procedures of arrested prisoners.
- 59. Performs vehicular patrol for periods of six to eight continuous hours.
- 60. Photographs crime/accident scenes/ major events.
- 61. Photographs individuals/property for identification.
- 62. Prepares various law enforcement reports and documents as required.
- 63. Properly utilizes department radio and telephone communications equipment.
- 64. Protects people from injury and harm.
- 65. Protects property from unnecessary damage.
- 66. Regularly participates in practice and qualification with duty firearms.
- 67. Renders professional opinions and assistance to citizens.
- 68. Reports hazardous road conditions.
- 69. Reports missing/malfunctioning traffic controls.
- 70. Reports unsafe health and welfare conditions.
- 71. Reports unusual or potentially dangerous situations.
- 72. Rescues animals and people.

- 73. Researches legal issues.
- 74. Responds quickly and appropriately to emergency situations.
- 75. Responds quickly and appropriately to emergency situations.
- 76. Searches buildings, terrains, vehicles and people.
- 77. Searches for missing persons.
- 78. Sets up roadblocks.
- 79. Temporarily performs tasks of other department personnel and supervisors, as required.
- 80. Testifies at legal proceedings.
- 81. Utilize computer systems to perform duties as required.
- 82. Verifies authenticity of licenses, passes, and identification cards.

From:

Connie Schoenrade

Sent:

Tuesday, September 6, 2022 6:48 PM

To:

Lynn Jones

**Subject:** 

FW: Signs in Double Oak

Please print for public record.

From: Judy Messett < judy@messettfinancial.com>

Sent: Saturday, August 13, 2022 10:38 AM

To: Patrick Johnson <patrick.johnson@doubleoak.texas.gov>; Connie Schoenrade

<connie.schoenrade@doubleoak.texas.gov>; Scott Whisenhunt <scott.whisenhunt@doubleoak.texas.gov>; Casey

Parsons <casey.parsons@doubleoak.texas.gov>; Jean Hillyer < jean.hillyer@doubleoak.texas.gov>

Cc: Bob and Judy Messett (popmessett@gmail.com) <popmessett@gmail.com>

Subject: Signs in Double Oak

CAUTION: [EXTERNAL EMAIL]

### Hello Mayor and Council Members:

The signs that have shown up in Double Oak the past few days, berating the town council are an eye sore. I've noticed none of the signs are on a resident's property.

I believe someone is having a "temper tantrum" and upset at the changes with the mayor and council. I believe you all are doing a great job and the changes were necessary.

Is it possible for the mayor and or council to have these signs removed. They are such a poor reflection of our wonderful town.

Thanks,

Judy and Bob Messett -

Judy Messett

Director of Operations



Messett Financial 1013 Long Prairie Road, Suite 102 Flower Mound, TX 75022 (Send mail to this location)

Addison Office 14555 Dallas Parkway, Suite 100 Dallas, Texas 75254

judy@messettfinancial.com | www.messettfinancial.com

**Office:** 817.840.5910 | **Fax:** 214.279.0013

### **Double Oak Council Members.**

These last couple of months has been extremely stressful for all, citizens, yourselves, as well as our town staff. There have been mistakes made by all and probably more to come as each of the new council member learns the ends and outs of their job. I would like to see a more united front from all council members and staff instead of the undermining and finger pointing that is happening at the meetings. It is very unbecoming for a group of intelligent adults acting out the way you have, and it needs to stop.

As representatives of Double Oak and its citizens you are held to higher standard and should act according.

It is my understanding there is a 2.5 % salary increase in the budget designated for city employees. The town employees saw an increase of 9% last year plus the \$25K bonuses received this year it doesn't seem justifiable.

The citizen taxpayers are also being challenged with inflation, you expect the town to take all efforts possible to keep the rate the lowest in the county.

Let's work on a united effort to do what is best for Double Oak and The citizens that elected you to take care of this great town.

Regards, Bonnie Morrow

From:

Connie Schoenrade

Sent:

Tuesday, September 6, 2022 6:44 PM

To:

Lynn Jones

**Subject:** 

FW: SAFEbuilt Plan Review & Inspections for Double Oak

Attachments:

Texas Fee Schedule - 55% (HB852).docx; Swain\_Lee (5).pdf; Williams\_Darren.pdf

Please print for council to review.

From: Lee Swain < lswain@safebuilt.com>
Sent: Tuesday, September 6, 2022 5:29 PM

**To:** Connie Schoenrade <connie.schoenrade@doubleoak.texas.gov> **Subject:** FW: SAFEbuilt Plan Review & Inspections for Double Oak

**CAUTION:** [EXTERNAL EMAIL]

From: Lee Swain

**Sent:** Tuesday, September 6, 2022 4:55 PM **To:** connie.schoenrade@doubleoak.gov

Subject: SAFEbuilt Plan Review & Inspections for Double Oak

Connie,

Good afternoon, and thank you for the phone call. SAFEbuilt would be very interested in providing our building and plan review services for Double Oak. We currently are providing these services for the Town of Argyle, Town of Northlake, Town of Ponder, City of Newark, Town of Krum, City of Keller, and Southlake.

We do not charge a monthly fee and are only paid for the work that we are assigned. Every inspector and plans examiner is International Code Council certified and the inspectors have the State Plumbing Inspectors license. We have several MCP's on staff which is highest level of certification one can attain. The majority of our staff have worked for cities in their career so they understand the municipal process. We work with so many different cities we can share what works well for some of them and help you integrate that in into the cities day to day operations. We take great pride in providing the best customer service in the industry. Not only to our clients but with the trades and homeowners in the field always trying to come from a place of help. I have attached a sample fee schedule, and inspector resumes for your review. I would love to attend a council meeting to take questions from city staff and council.

For over the permit counter residential trade permits example re-roofs, water heater change outs would be \$70.00 per site visit and commercial trade permits would be \$85.00 per site visit. A new SFR would be \$810.00 for the first 1500sf then \$.33 per sf. The plan review is included in this fee.

We appreciate this opportunity!

Lee Swain, ICC Combination Residential/Commercial Inspector Texas Business Development Lead

SAF built/Countywide/Winston Services

c: 214-471-7675

### lswain@safebuilt.com

### **TSBPE 2592**

Countywide Inspection Requests: <a href="mailto:Inspections@CWISTX.com">Inspections@CWISTX.com</a>

Winston Services Inspection Requests: Inspections@WinstonServices.com

www.SAFEbuilt.com

### **TEXAS FEE SCHEDULE – 55%**

	ly Construction Plan Review									
Project Valuation	Fee									
\$1.00 to \$10,000	\$40.00									
\$10,001 to \$25,000	\$61.63 for the first \$10,000 plus \$4.76 for each additional \$1,000; or fraction thereof, to and including \$25,000									
\$25,001 to \$50,000	\$133.03 for the first \$25,000 plus \$3.43 for each additional \$1,000; or fraction thereof, to and including \$50,000									
\$50,001 to \$100,000	\$218.88 for the first \$50,000 plus \$2.38 for each additional \$1,000; or fraction thereof, to and including \$100,000									
\$100,001 to \$500,000	\$337.88 for the first \$100,000 plus \$1.90 for each additional \$1,000; or fraction thereof, to and including \$500,000									
\$500,001 to \$1,000,000 \$1,000,000 \$1,000,000 plus \$1.62 for each additional \$1 fraction thereof, to and including \$1,000,000										
\$1,000,001 and up	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or fraction thereof									
Commercial and Multi-Famil	y Construction Inspection									
Project Valuation	Fee									
\$1.00 to \$10,000	\$70.00									
\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; o thereof, to and including \$25,000										
\$25,001 to \$50,000	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000									
\$50,001 to \$100,000	\$354.06 for the first \$50,000 plus \$3.85 for each additional \$1,000; or fraction thereof, to and including \$100,000									
\$100,001 to \$500,000 \$546.56 for the first \$100,000 plus \$3.03 for each additional \$1, fraction thereof, to and including \$500,000										
\$500,001 to \$1,000,000	\$1,778.56 for the first \$500,000 plus \$2.61 for each additional \$1,000; or fraction thereof, to and including \$1,000,000									
\$1,000,001 and up	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or fraction thereof									

Square Footage	Fee							
0 to 1500 square feet	\$810.00							
1501 to 10,000 square feet	\$810.00 for the first 1500 square feet plus \$0.33 for each additional square foot up to and including 10,000 square feet							
Over 10,000 square feet	\$3,700.00 for the first 10,000 square feet plus \$0.13 for each additional square foot over 10,000 square feet							
Trade Permit Inspection for C (Mechanical, Electrical, Plumb		on						
Service Description	Fee	Fee						
Commercial Trade Permit	\$85	\$85.00 per inspection						

Trade Permit Inspection – Examples: water heater replacement, HVAC unit replacement (Mechanical, Electrical, Plumbing Inspection)								
Service Description	Fee							
Trade Permits	\$70.00 per inspection							

### DARREN WILLIAMS

Inspector

### ICC CERTIFICATIONS

ICC / AACE Property Maintenance

and Housing Inspector Master Code Professional Fire Plans Examiner Building Inspector Residential Plans Examiner Combination Inspector Residential Energy Inspector/Plans Examiner Commercial Energy Inspector Commercial Mechanical Inspector Electrical Inspector Accessibility Inspector/Plans Examiner Building Plans Examiner Plumbing Inspector Mechanical Inspector Residential Combination Inspector Residential Mechanical Inspector Certified Building Official Commercial Combination Inspector Plumbing Plans Examiner Building

### STATE OF TEXAS LICENSES

State Plumbing Inspector

Plumbing Code Specialist

Code Specialist

### PROFESSIONAL ACTIVITIES

International Code Council-Member

Darren has 34 years of experience in the building and construction industry. Several major projects he has performed inspections on include M&H Foods, Sams Wholesale, Wal-Mart, Five Star Ford, and North Hills Mall Expansion. Prior to working with Countywide Inspection Services Darren was a building inspector for North Richland Hills for 18 years.

### WORK EXPERIENCE

- Inspector, SAFEbuilt, LLC | 2019 to Present
  - Perform assigned field inspections in accordance with adopted codes.
  - Collaborate with other inspectors to discuss code information and code interpretations to help ensure
  - consistency of inspections.
  - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
  - Document inspection results so that the information is clear, concise, complete, and understandable.
  - Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of the Building Official.
  - Suggest/recommend procedures to improve operations.
  - Answer code related questions from builders and the general public.
  - Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Compensation for attending board and planning meetings after normal work hours is addressed under SAFEbuilt Ambassador Program.
  - Attend scheduled training.
  - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites. Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment.
- Independent Project Superintendent for Several Companies | 2004 to 2013
- Commercial Inspector, City of North Richland Hills | 1997 to 2004



### LEE SWAIN

Client Liaison/ Building Inspector

### LICENSES AND CERTIFICATIONS

Texas State MRFPS Endorsement Texas State Licensed Residential Wireman Electrician Texas State Licensed Code Enforcement Officer ICC Residential Combination Inspector ICC Residential Electrical Inspector ICC Residential Plumbing Inspector ICC Residential Mechanical Inspector ICC Residential Building Inspector ICC Residential Energy Inspector/ Plans Examiner ICC Commercial Combination Inspector ICC Commercial Mechanical Inspector ICC Commercial Plumbing Inspector ICC Commercial Building Inspector ICC Commercial Energy Inspector ICC Commercial Electrical Inspector

ICC Plumbing Plans Examiner

Certified Vocational Instructor

TREC Licensed Residential Inspector

TX State Licensed Plumbing Inspector

Texas State Medical Gas Endorsement

### **WORK EXPERIENCE**

- Client Liaison/Building Inspector, SAFEbuilt, LLC | 2018 to Present
  - Work closely with the operations teams to expand client relationships
  - Develop trusted relationships with client leaders that have meaningful impact to their communities.
  - Establish SAFEbuilt and yourself as a credible, trusted advisor on community development services.
  - Create and present market and competitively differentiated solutions that SAFEbuilt can deliver and support by working closely with operations and all departments.
  - Prepare and respond to all target account requests for proposals, company information, and presentations on the company's capabilities that distinguishes SAFEbuilt from competition.
  - Successfully transition new logo client's to operations for effective client service delivery.
  - Maintain client databases and provide reporting and forecasting as required.
  - Perform assigned field inspections in accordance with adopted codes.
  - Collaborate with other inspectors to discuss code information and code interpretations to help ensure
  - consistency of inspections.
  - Interpret and enforce the adopted building codes in a consistent manner for each jurisdiction assigned.
  - Document inspection results so that the information is clear, concise, complete, and understandable.
  - Perform inspections for existing client jurisdictions while identifying areas for improvement in customer service levels and implement changes with the approval of the Building Official.
  - Suggest/recommend procedures to improve operations:
  - Answer code related questions from builders and the general public.
  - Schedule/assign inspections, complete/result inspection tickets, generate and print out inspection tickets in jurisdiction relevant software package.
  - Attend town board meetings, planning meetings or pre-construction meetings as required or requested.
  - Compensation for attending board and planning meetings after normal work hours is addressed under SAFEbuilt Ambassador Program.
  - Attend scheduled training.
  - Execute sound safety practices in the execution of daily activities and wear proper safety equipment at job sites. Keep safety equipment in proper working condition and notify supervisor of any malfunctioning or missing safety equipment.
- Inspection Services Manager, Business Development Manager, Bureau Veritas I 2004 to 2018
  - Conducted and completed electrical, mechanical, plumbing, framing, and foundation inspections on residential and commercial projects within assigned areas. Enforced all local ordinances and city codes. Worked with city staff and superintendents in the field to help them build safe structures that met the minimum code standards. Developed relationships with city staff, attended council meetings, educated vendor trades on code compliance to minimize



risk, and made presentations. Promoted to manager in 2010 supervising 6 full-time and 1 part-time inspectors. Assigned their daily routes, conducted performance reviews, scheduled in the field training and conducted business development meetings. Assigned the Building Official duties for the City of Murphy. Handled field inspections, administrative duties, conducted predevelopment and pre-construction meetings. Handled all the in house plan review and assist with issuing permits.

### • Code Enforcement Officer, City of Anna (Part-time) | 2003 to 2010

Enforced the property maintenance code which included writing violation letters and making contact with property owners.
 Advised property owners of violations and negotiated terms to allow reasonable time to cure. Writing citations when property owners failed to comply with violation terms and representing the city on disputes.

### • Building Inspector, City of Anna I 2003 to 2004

- Conduct and complete electrical, mechanical, plumbing, framing, and foundation inspections on residential and commercial projects within the city. Enforced local ordinances, and city codes.

### Building Inspector, City of Carrollton | 2003 to 2004

 Conduct and complete electrical, mechanical, plumbing, framing, and foundation inspections on residential and commercial structures throughout the city. Project Manager on numerous commercial, and apartment projects. Additional duties included enforcement of the property maintenance code, making contact with the property owners, and issuing violations.

### • Building Inspector, City of Frisco | 1999 to 2003

Duties included performing inspections in all phases of residential and commercial construction. Working with building superintendents to ensure the projects under construction meet the requirements of the building code. Also worked as a Code Enforcement Officer to ensure existing homes met the minimum standards of the property maintenance code.

### • Home Inspector, Home Tech Residential Inspections I 1997 to 1999

 Perform construction inspections on new and older homes. Prepare a computer report of the inspection findings. Look for and report any building defects, safety hazards of code violations. Give the home buyers and real estate agents a verbal and typed report regarding the inspection findings. Make recommendations for repairs.

### Police Officer, Fayetteville Police Department | 1993 to 1997

 Patrol a zone in the city of Fayetteville North Carolina enforcing state laws and city ordinances. Make arrests, book prisoners, prepare cases for court and testify when requested. Served as a member, of the Fayetteville Police Department Emergency Response Team for two years.

### Detention Deputy, Wake County Sheriff's Department | 1991 to 1993

- Employed as a Detention Deputy for the Wake County Sheriff's Department and was responsible for the care, welfare, and supervision of individuals detained in the county jail. Transported individuals to court, and other areas within the jail. Worked in direct supervision of juvenile, and maximum custody inmates for one year.

### Marine, United States Marine Corps I 1986 to 1991

 Served as a Marine Corps Squad Leader. Learned survival and combat battle field tactics. Served in Operation Desert Storm 8/1990 to 4/1991. Received Navy Achievement Medal, combat action ribbon, good conduct medal, and sea service deployment ribbon. Meritoriously promoted to Lance Corporal upon graduation of boot camp and also meritoriously promoted to sergeant at end of Operation Desert Storm.



From:

Connie Schoenrade

Sent:

Tuesday, September 6, 2022 6:44 PM

To:

Lynn Jones

Subject:

FW: Citizen Concerns

Please add for public record.

From: Wallace, Rebecca <wallacer@lisd.net> Sent: Tuesday, September 6, 2022 2:49 PM

To: Connie Schoenrade <connie.schoenrade@doubleoak.texas.gov>

**Subject:** Citizen Concerns

### **CAUTION: [EXTERNAL EMAIL]**

Dear Council Member Schoenrade,

I appreciate how much time and effort you are giving up to come up with a town budget that the citizens will support. Here are some items that I am concerned about:

- 1. The most important is No New Revenue Tax Rate, or even lowering it. My husband and I are senior citizens and are preparing to retire soon and will be on fixed incomes.
- 2. The Police Department:
  - We need to pay our police officers a reasonable amount for the small size of our town. It does not make sense to pay what Lewisville or Flower Mound pay their officers since our town's crime rate is drastically lower as well as the population of our town is considerably lower than those cities. When hiring new officers, we need to communicate the whole compensation package to applicants. They need to know the insurance package they will be receiving, PTO, the low crime rate of Double Oak, etc. The salary range should have been addressed in the past, but maybe the town could use some of the \$1.3 million in surplus for possible hiring bonuses.
  - The Mayor/Mayor Pro-tem and/or a citizen committee need to be part of the interview process to insure the best possible candidates are hired.
  - The citizens who have the negative signs in their yards need to be asked to remove them as this may be a deterrent to prospective police hires.
  - The police department and all departments need to follow the budget deadline instead of filing at the
    last minute creating chaos. The whole insurance debacle is a prime example of waiting until the last
    minute to decide on something that will cost the town money.
  - The police chief and assistant police chief should have patrolling duties. We do need a 24 hour coverage, however, this means one patrol office on duty with back up as needed for each 8 hour shift.
- 3. Please look for other places in the budget to make cuts and use the money from the reserve fund. And above all, make sure the rest of the Covid money is spent appropriately!

Thank you for your consideration,

Becky Wallace Downing Middle School BASE/SDI Strategist 469-713-5962 ext. 1423

From:

Connie Schoenrade

Sent:

Tuesday, September 6, 2022 6:45 PM

To:

Lynn Jones

**Subject:** 

FW: [Double Oak, TX] The no new revenue rate (Sent by Martha Walchshauser,

mwalchshauser@gmail.com)

Please add for public record.

From: Contact form at Double Oak, TX <cmsmailer@civicplus.com>

Sent: Sunday, September 4, 2022 8:37 PM

To: Connie Schoenrade < connie.schoenrade@doubleoak.texas.gov>

Subject: [Double Oak, TX] The no new revenue rate (Sent by Martha Walchshauser, mwalchshauser@gmail.com)

CAUTION: [EXTERNAL EMAIL]

Hello connie.schoenrade@doubleoak.texas.gov,

Martha Walchshauser (<u>mwalchshauser@gmail.com</u>) has sent you a message via your contact form (<u>https://www.doubleoak.texas.gov/user/1376/contact</u>) at Double Oak, TX.

If you don't want to receive such e-mails, you can change your settings at <a href="https://www.doubleoak.texas.gov/user/1376/edit">https://www.doubleoak.texas.gov/user/1376/edit</a>.

Message:

As a Double Oak resident, I respectfully request that you please support the "no new revenue rate". Thank you.

Martha Walchshauser

From:

Connie Schoenrade

Sent:

Tuesday, September 6, 2022 6:46 PM

To:

Lynn Jones

Subject:

FW: [Double Oak, TX] No new Revenue Tax rate (Sent by Janet Robertson, janrob73

@gmail.com)

Please add for public record.

From: Contact form at Double Oak, TX <cmsmailer@civicplus.com>

Sent: Tuesday, August 23, 2022 4:00 PM

To: Connie Schoenrade < connie.schoenrade@doubleoak.texas.gov>

Subject: [Double Oak, TX] No new Revenue Tax rate (Sent by Janet Robertson, janrob73@gmail.com)

**CAUTION: [EXTERNAL EMAIL]** 

Hello connie.schoenrade@doubleoak.texas.gov,

Janet Robertson (<u>janrob73@gmail.com</u>) has sent you a message via your contact form (<u>https://www.doubleoak.texas.gov/user/1376/contact</u>) at Double Oak, TX.

If you don't want to receive such e-mails, you can change your settings at <a href="https://www.doubleoak.texas.gov/user/1376/edit">https://www.doubleoak.texas.gov/user/1376/edit</a>.

Message:

Please vote no new tax revenue tonight please.

Janet Robertson

From:

Connie Schoenrade

Sent:

Tuesday, September 6, 2022 6:46 PM

To:

Lynn Jones

Subject:

FW: Police Officer Recruitment

Attachments:

Police Officer Job Postings 8-23-22.docx

Please print for public record.

From: dmccfamily.tx@gmail.com <dmccfamily.tx@gmail.com>

Sent: Tuesday, August 23, 2022 9:46 AM

To: Patrick Johnson <patrick.johnson@doubleoak.texas.gov>; Connie Schoenrade

<connie.schoenrade@doubleoak.texas.gov>
Subject: FW: Police Officer Recruitment

**CAUTION: [EXTERNAL EMAIL]** 

### Pat and Connie;

I was at the budget meeting last evening, interested in the discussion on the Double Oak police force budget.

Pat, your decision to delay a vote on the budget was the correct one. There was a lot of emotion in the room, needing cool heads to avoid regrets later. Well done.

Connie, you suggested to Chief Rivas to go ahead and hire an officer. As I understand, he has the authority to hire police officers at any pay necessary, but he has to stay within the annual budget. He can hire now and adjust salarys as needed as the force is rebuilt and the budget adjusted.

You also asked the Chief on how he was recruiting. His response was that DO cannot afford billboards. Checking on **Indeed** this morning there were a number of job posting for police officers from the surrounding towns. A few of these posting are on the attached Word document. A few posting were for part time positions.

### Observations:

- The current crime rate in DO very low. I have always read the chief's monthly activity report.
- Not sure our police force deters crime
- The crimes most reported is identify thief, which all the police can do is make a report

- Occasionally there is a call for support to other jurisdictions and traffic accidence on FM 407.
- I have never been aware that any crime has been solved; burglary, car break in, criminal mischief, etc.
- We don't receive any information on traffic tickets written so no knowledge of revenues generated from tickets
- When I arrived at the meting last evening a DO police car was in the parking lot with the engine running. No one in the vehicle. When I left at 9:00 the engine was still running.
- Some of the budgeted expenses for the police department appear excessive; i.e. \$24,000 for uniforms.

### **Questions:**

- Why do we have a assistance chief with a six officer department?
- Does the Chief and assistance chief patrol? Are they working managers?
- The budget for DO shows budgeted revenues of \$130,000 from citations. How does this compare to actual revenue from YTD 2022 and all year 2021?
- How do actual expenses compare to budgeted expenses?
- Does unspent budget \$ carry over to the next year?

### **Considerations:**

- Alternative to hiring new full time officers consider hiring part time officers to supplement a smaller full time force. These part timers can be off duty officers from other towns and retired officers. No or low benefits required. DO has the vehicles available.
- Coordinate with the surrounding towns and the Sheriff's department for police support on a T&A basis.
- Create a program with residences on subsidies on home security systems; Ring Cameras
- Install security cameras at key locations throughout the town; intersections, entrances, etc. . It won't stop crime but it will provide assistance in solving crime, break ins, mischief, etc.
- The money can come from the current budget for the DO police force now that we have a smaller force. DO should be able to get grants for town security options.

Dan McCormick

<u>Dmccfamily.tx@gmail.com</u>

214-632-0114

From:

Patrick Johnson

Sent:

Tuesday, September 6, 2022 5:27 PM

To:

Lynn Jones

Subject:

FW: Budget for 2022-2023

**Attachments:** 

Possible DOPD Salary Schedule.docx

Lynn,

More citizen comments for the meeting tonight. Please print and include the attachment.

### Thank you



### Patrick Johnson

Double Oak Town Council, Mayor Pro-Tem

469-586-9644 (cell) | https://www.doubleoak.texas.gov patrick.johnson@doubleoak.texas.gov | Double Oak Town Hall 320 Waketon Road, Double Oak, TX 75077

From: Pam Graham <grahamretires@gmail.com> Sent: Tuesday, September 6, 2022 1:29 PM

To: Patrick Johnson <patrick.johnson@doubleoak.texas.gov>; Connie Schoenrade

<connie.schoenrade@doubleoak.texas.gov>; swhisenhunt@doubleoak.texas.gov; Casey Parsons

<casey.parsons@doubleoak.texas.gov>; Jean Hillyer < jean.hillyer@doubleoak.texas.gov>

Subject: Re: Budget for 2022-2023

CAUTION: [EXTERNAL EMAIL]

### September 5, 2022

To: Double Oak Council Members

Patrick Johnson (Mayor Pro-Tem),

Connie Schoenrade (Deputy Mayor Pro-Tem)

Jean Hillyer

**Casey Parsons** 

**Scott Whisenhunt** 

From: David & Pam Graham

Council Members,

Concerns:

- \*We are asking that you keep the tax at the NNR rate of \$0.198067 per \$100 rather than the proposed rate of \$0.217050 per \$100 if at all possible.
- \*Please address the citizens at the next meeting of the outcome, based upon the advice from the attorney, regarding the 3 ineligible employees who received a \$25,000 bonus from the SLFRF funds.
- \*Currently, our Police Department employs 5 full-time employees a Chief, an Asst. Chief, a Corporal, and two Officers, hoping to soon add 3 more full-time officers and a detective.
- Could the Police Chief operate a fully staffed department of 9 employees without the aid of a full-time Assistant Chief?

Could we employ a couple part-time officers as is in many other small towns? This could be a way to alleviate the difficulty in hiring new officers and could be a cost-saving move.

- \*Attached is a possible Salary Schedule for 2022-2023 for the DOPD based on research concerning towns close to our size, population, services available to residents and the number of businesses in the community. (\$77,420 for an officer with 5 years experience is too much for a town like Double Oak.)
- \*Mayor Von alluded at one of the council meetings that Randall Anglin was well-qualified for his position, which included the job of building inspector. Thus, the salary was accepted. (*Please note that Randall has been a wonderful addition to our town, and we hope that he will be with DO for a long time to come.*)
  Recently, the citizens of DO have found out that our Public Works Director is not fully qualified for his position, lacking certifications in Plumbing, Foundations, Electrical, and Framing. In addition, our budget must include a building inspector at an extra cost of \$34,000 to fulfill his position. When his year is up, the Town Council should reevaluate his job description and adjust his salary based on his qualifications at the time. An increase in pay for the position should be delayed until next year.

Your time is greatly appreciated in reading and considering our concerns.

Sincerely,

David & Pam Graham

Sent from Mail for Windows

### \*Possible Double Oak Police Officer Salary Schedule 2022-2023

Steps	Experience	Salary w/ 2%+ yearly	Salary w/ 2%+ yearly increases					
		increases						
0	No Experience	\$ 60,000	\$62,000					
1	1 – 2 years	\$ 61,200	\$ 63,250					
2	3 – 4 years	\$ 62,450	\$ 64,525					
3	5 – 6 years	\$ 63,700	\$ 65,850					
4	7 – 8 years	\$ 65,000	\$ 67,175					
5	9 – 10 years	\$ 66,300	\$ 69,000					
6	11 – 12 years	\$ 67,650	\$ 70,380					
7	13 – 14 years	\$ 69,050	\$ 71,800					
8	15 – 16 years	\$ 70,450	\$ 73,250					
9	17 – 18 years	\$ 71,900	\$ 74,725					
10	19 – 20 years	\$ 73,350	\$ 76,250					

<sup>\*</sup>After 20 year experience, a \$2000 - \$2500 one-time pay supplement

### Salary Range for 2022-2023 w/ 2% + pay increase per step:

\$60,000 - \$73,350 OR \$62,000 - \$76,250

Then add . . . Health, Dental, Vision, Life Insurance and a 7% 2:1 TMRS retirement plan.

### THE STATE OF RECRUITMENT: A CRSS FOR AVV ENFORCEMENT





### THE STATE OF RECRUITMENT: A CRISIS FOR LAW ENFORCEMENT

Law enforcement agencies across the United States are struggling to recruit and hire police officers. Though agency-specific needs exist depending on size or locale, the difficulty with recruitment is a significant problem that is broadly affecting the field of law enforcement—it is not simply a result of poor agency management or localized failures.

aw enforcement is not the only occupation facing severe shortages of qualified job seekers, particularly within the United States. There is a worker shortage—not a shortage of work.¹ Other occupations such as nursing, teaching, construction, and the military are all experiencing a skilled labor shortage.

The U.S. unemployment rate as of September 2019 is at 3.5%, which is the lowest it has been since December 1969. The number of job openings in the United States has reached 7.1 million, which exceeds the number of unemployed people by 1.3 million.

CONTENTS

In September 2019, the
International Association
of Chiefs of Police
conducted a
membership
survey to better
understand
the extent of
the recruiting
crisis, the
factors that
underlie
current
difficulties.

and the impact

these challenges have had on agencies and the communities they serve.

The IACP survey on recruitment demonstrates that the difficulty in recruiting law enforcement officers and employees is not due to one particular cause. Rather, multiple social, political, and economic forces are all simultaneously at play in shaping the current state of recruitment and retention. They are both systemic in nature and reflect individual-level considerations, making solutions to the problem particularly challenging.

The survey also makes it clear that, if agencies are unable to recruit new officers to replace those who have retired or otherwise left the law enforcement profession, it will significantly increase the strain on police organizations and officers. As vacancy numbers increase due to the inability to fill positions and as more officers continue to become eligible for retirement, existing officers are becoming overworked and burned out. At a time when the importance of officer mental wellness is more widely recognized, powerful efforts to recruit, hire, and retain officers become increasingly important. Law enforcement agencies need to thoughtfully amend recruitment and hiring practices without lowering the standards for officers that their peers and communities have come to expect.

### RECRUITMENT BY THE NUMBERS

cross the United States, there are approximately 18,000 law enforcement agencies spanning federal, state, local, and tribal levels. These agencies have more than 1 million employees, of which approximately 70% are sworn officers and 30% are non-sworn, civilian employees.1

According to the U.S. Bureau of Labor Statistics, despite an increase in the raw number of law enforcement jobs, a more considerable growth in U.S. population has actually led to a slow decline in the ratio of residents to police officers.<sup>2</sup> As a result, officers are responsible for serving more people—often with fewer resources.

In order for police agencies to match an adequate number of officers to the growing population, many agencies are routinely looking to hire additional individuals.

Though it is challenging for many agencies to reach or maintain 100% of their staffing levels, it should be a goal of the field to come as close as possible to adequately staffing officer ranks. Research shows that operating below authorized staffing levels leads to low officer morale and job satisfaction. This is also true if employees perceive the agency to be understaffed.3

The IACP survey found that the challenge of recruiting law enforcement is widespread and affects agencies of all types, sizes, and locations across the United States.

In addition, the survey results clearly demonstrated that the challenges of recruitment are having a direct impact on the way law enforcement agencies are managed by law enforcement executives. Half of the responding agencies (50%) reported having to change agency policies in order to increase the chances of gaining qualified applicants.

Beyond highlighting the challenges of identifying and hiring qualified recruits, the survey also shined a light on how consistent understaffing of an agency taxes existing resources and personnel. Of even greater concern is the impact that the recruitment crisis - and the related understaffing of agencies – is having on the ability of agencies to provide certain services. A guarter (25%) of the responding agencies reported having to reduce or eliminate certain agency services, units, or positions because of staffing difficulties.



of agencies reported having difficulty in recruiting qualified candidates



of agencies reported having too few candidates applying to be law enforcement officers



of agencies reported that recruiting is more difficult today than it was five years ago



of agencies reported having to change agency policies in order to increase the chances of gaining qualified applicants



of agencies reported having to reduce or eliminate certain agency services, units, or positions because of staffing difficulties

Bureau of Labor Statistics, U.S. Department of Labor, "Police and Detectives," Occupational Outlook Handbook, https:// www.bls.gov/ooh/protective-service/police-and-detectives.htm (accessed June 12, 2019).

Shelley Hyland, Full-Time Employees in Law Enforcement Agencies, 1997-2016, Statistical Brief NCJ 251762 (Bureau of Justice Statistics, August 2018), https://www.bjs.gov/content/pub/pdf/ftelea9716.pdf.

<sup>3</sup> Jon Shane, "Organizational Stressors and Police Performance," Journal of Criminal Justice 38, no. 4 (June 2010): 807-818.

### WHAT IS DRIVING THE RECRUITMENT CRISIS?

eports from surveyed agency executives tend to fall into two categories: (1) factors that are problematic within the current applicant pool and (2) factors that may explain why certain types of candidates are or are not applying to work in law enforcement.

Issues most frequently cited by survey respondents were that there is a low number of individuals applying to agency vacancies and that, among those who do apply, the quality of the applicants is often poor. It is not uncommon for applicants who appear to be strong candidates to fail a background check or divulge disqualifying information later in the hiring process. Additionally, agencies in regions where multiple law enforcement agencies are geographically close often find themselves in fierce competition to attract and secure the best candidates in the area.

Other key findings from the survey include the following issues.

### **Generational Differences**

Millennials and Generation Z—loosely defined as individuals who range from high school age to their late 30s—are more apt to value work-life balance than their Baby Boomer counterparts. This translates into young people hoping for more flexible hours and guaranteed time off. Mandated overtime and missing holidays with family are less appealing to Millennials and members of Generation Z. Other shifts in U.S. culture, such as student loan debt, child care challenges for complex schedules, and the need for double incomes makes police work a stressful occupation for families today.

There has also been a shift away from people being hired, staying, and retiring from a single agency, or even in the same profession. For younger people, leaving a job after a few years is commonplace, and moving from job to job is often how younger generation U.S. workers move up the ladder in their careers.

### **Public Image of Law Enforcement**

Agencies strongly believe that public perception of law enforcement limits interest in the profession and is a sizable barrier to effective recruitment. Scrutiny of the police, cellphone recordings of interactions between the police and public, media coverage, and popular entertainment portrayals of police have led many young people to view police differently than their parents may have.

Overall, a majority of police officers feel their jobs have gotten more difficult since high-profile use-of-force incidents have dominated the national conversation.<sup>4</sup> Line-of-duty deaths have also become more highly publicized, including the killings of police due to community tension such as the mass shooting of Dallas police officers in 2016.

Each of these factors contribute to the negative perception of policing as a career opportunity for potential recruits.

### **Hiring Process Challenges**

Among IACP survey respondents, issues of applicant quality often coincided with challenges to getting recruits through the entire hiring process. Some agencies noted that passing a background check is a huge barrier in hiring individuals, as is meeting all the necessary criteria to be a police officer.

Furthermore, while the multistage hiring process is helpful for agencies to weed out recruits who do not make the cut, the recruiting process can be long and arduous. Of the respondents to the IACP recruitment survey, 47.5% reported having a hiring process that lasts anywhere from four months to over a year. Depending on the needs of

<sup>4</sup> Rich Morin et al., Behind the Badge: Amid Protests and Calls for Reform, How Police View Their Jobs, Key Issues and Recent Fatal Encounters between Blacks and Police (Pew Research Center, 2017), https://www.pewsocialtrends.org/2017/01/11/behind-the-badge

the applicant, potential recruits may be unable or unwilling to wait that long.

Some agencies have taken to evaluating current policies that could be creating an initial barrier to applicants, such as a no-tattoo policy. Other policies, like strictly disqualifying anyone with a past use of controlled substances, are also starting to be reconsidered. As states begin to decriminalize marijuana, some executives realize that years-old drug use is less indicative of what can make a good police officer than other factors.

### **Challenges to Civilian Recruitment**

While much of the national discussion is centered around police officers, agency operations depend as much on civilian employees as they depend on sworn employees. Given that the qualifications to be a civilian employee will vary depending on the position, recruiting civilians for certain roles may be particularly challenging.

Approximately 30% of respondents experience moderate to major challenges in recruiting for non-sworn positions. Of all types of civilian employees, agencies reported that dispatch positions are among those most difficult to fill.

### IMPACT ON THE PROFESSION

If law enforcement agencies continue to lose officers without bringing in a number of i qualified recruits to replace them, communities will soon begin to feel the effects. Longer wait times for calls for service, fewer crimes solved and cleared, and on-duty officers who are burned out and overworked threaten the quality of life in our communities.

If the loss of police officers and employees continues, along with a lack of hiring, agencies will continue to take on more strain at both the organizational and individual levels. As vacancy numbers increase, officers become overworked and burned out. In an era when the epidemic of police suicide and importance of officer mental wellness are starting to be recognized, thoughtful hiring and workforce retention become more and more important. Law enforcement agencies need to thoughtfully amend recruitment and hiring practices without lowering the standards for officers that communities have come to expect.

Clearly, the difficulty in recruiting law enforcement officers and employees is not due to a single reason or even a handful of reasons. Agencies will have to tailor solutions to their communities to ensure appropriate candidates are considered. Additionally, in order to maintain a healthy, satisfied workforce, agencies must be mindful of the things their employees prioritize, both while on and off duty. Amending or implementing policies and incentives that reflect people's priorities may be a huge leap forward in improving overall agency culture. Police leaders, working with their governing bodies, have the opportunity to improve recruitment outcomes.

This improvement occurs through innovative policies, new approaches to recruiting, and incentives for employees where they count.

### INNOVATIONS IN RECRUITMENT

Agencies of all sizes across the United States have implemented new strategies and approaches to improving agency recruitment.

- Opportunities to gain experience. It is the case for some applicants that law enforcement work sounds enticing until they are hired, leaving the possibility that an agency invests in training the police recruit only to have him or her leave the agency soon after. Some agencies have taken to building bridges between the community and the agency by offering opportunities for members of the public to do physical training with officers. Ride-alongs and outreach to secondary schools and colleges are other ways current officers can bond with potential recruits and increase the likelihood of bringing in quality candidates who want to stay on the job.
- Compensation incentives. Attractive compensation packages have begun to set some agencies apart. In some states, state money has been allocated for officer student loan payment, Other jurisdictions have partnered directly with colleges and universities to allow police recruits to trade their training hours for college credits. These types of programs give recruits a chance to build and pay for their education without the stress of adding additional student loan debt. These types of programs aimed at developing young people into professionals have the potential to entice them to begin a career. Other types of monetary incentives can include sign-on bonuses or salary increases when a police recruit moves from the academy to the field.
- Relaxing candidate disqualifiers. Due to shifting culture among younger generations, some agencies recognize that older policies have been more of a hindrance to recruitment efforts than a help in the past few years. For instance, many agencies are now allowing officers to have visible tattoos. Other agencies no longer disqualify candidates for certain instances of past drug use, with some even

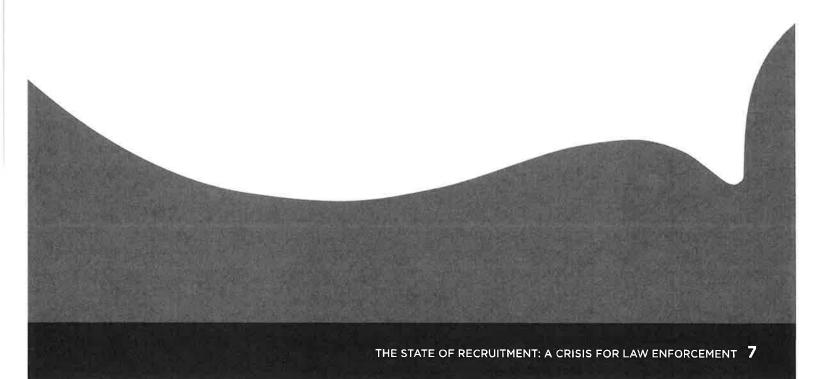
choosing not to address it with the candidates at all. Of course, changing policies to lower certain standards does come with risks, so agencies should assess their current policies to determine where the largest barrier to recruitment lies and how can it be revised in the most risk-averse way.

Programs to address heavy time commitment. Though applicants' reasons vary for preferring work with more flexible schedules, shorter academy training, and better life-work balance, the call to agencies is the same: make it easier for individuals to become law enforcement officers and to stay in the job. Some agencies have offered part-time officer positions, including part-time academy training, in an effort to entice female recruits who may be balancing motherhood with work. An example of this, is the Metropolitan Police Service in London. The Metropolitan Police's research showed full-time working hours deterred some women from considering a career in policing, so, in 2019, they began to allow new constable recruits to choose between full-time or parttime working hours. Prior to this shift, all new police constable recruits were expected to complete their training and then their probationary period on a full-time basis before they were able to apply for part-time work.

Other programs for rural or state agencies have begun to offer online versions of officer training so that recruits will not have to worry about the strain of traveling far from home for weeks on end to attend the academy. Another simple way agencies can address concerns about time commitment is offering flexible schedules, including using longer shifts to give employees additional days off.

**Web-based outreach.** A few agencies have ramped up recruiting efforts online by building out recruiting websites that are separate from the agency's main site. Here, agencies can clearly list employment criteria, testing dates,

- and let the community know when recruiting events are taking place. The sites often include a list of "frequently asked questions" for potential applicants. Having a recruiting website not only improves transparency and communication within the hiring process, but it may even take some of the daily burden off human resources staff by readily providing answers to common applicant questions.
- Material perks. Many agencies struggle to increase salaries or offer monetary bonuses, but that hasn't stopped some agencies from providing other perks to their officers. Allowing officers to take their patrol cars home, offering a clothing allowance, and providing casual uniform options (e.g., polo shirts) for appropriate activities are some approaches agencies have taken.
- Innovative time leave programs. Beyond offering flexible daily schedules for officers, some agencies have also begun to experiment with innovative leave policies. Agencies offering unlimited sick leave not only support employees when unavoidable illness befalls them or their family members, but also set a standard for agency culture that employee wellness comes first. If unlimited sick leave isn't an option, having an official or unofficial policy of being understanding and accommodating in granting employee leave requests can be attractive to potential recruits.
- Recruitment campaigns. Many agencies have moved beyond traditional recruitment campaigns that glorified policing by showing officers rescuing civilians in intense standoffs, SWAT-like images, etc. Agencies are trying to highlight the real day-to-day aspects of the job, which are often vastly different from how the law enforcement profession is viewed. Efforts of this nature are designed to both attract and retain candidates who are able to respond to daily service calls about persons affected by mental illness, help those with substance abuse disorders, aid people experiencing homelessness, and help someone who has a flat tire. By educating applicants that the dayto-day policing work does not typically involve hostage situations, a car chase, and stopping an active shooter, agencies can better retain applicants and avoid turnover.



# Double Oak Police Department

Population 1099

2.5 Squar Miles

Approximately 1100 Homes

### Double Oak PD Staff

- Chief of Police
- Assistant Police Chief (2nd in Command)
- Sergeant/Detective
- 6 Patrol Officers
- 3 Reserve Officers

### **Chief Duties**

- Plans, directs, manages, and oversees the activities and operations of the Police Department including administration, records, investigations, patrol, and all law enforcement-related activities.
- Develops, implements, and evaluates department policies, procedures, strategies, and goals. Maintains and updates all procedural documents and ensures compliance.
- Directs and oversees preparation of department budget and makes recommendations to the Town Council regarding necessary staffing levels, equipment, training needs, and other resources.

# Assistant Chief Duties

- Coordinates and manages shift scheduling, assures minimum shift coverage, and manages overtime, in conjunction with the direction of the Chief of Police.
- Directs and supervises employees including hiring, training, counseling and evaluating employee performance.
- Assists Detective with case reviews, follow-up and close-out
- Assists Chief of Police with a variety of administrative duties including budget preparation/monitoring, purchasing supplies and equipment, attending meetings, and assisting with IT related issues.

# Sergeant/Detective

- Conducts investigations, interviews complainants, witnesses and suspects, takes written and video statements, processes crime scenes, maintains the evidence room and prepares photo lineups.
- Supervises officers when on scene or on-call
- Meets with prosecuting attorney's office for the purpose of filing charges and providing information prior to trial.
- Presents case information to judge to file complaints and obtain warrants
- Reviews all offense and incident reports received by the department to maintain a familiarity with ongoing criminal activities.

## Patrol Officer

- Answers calls relayed by a dispatcher, to include: domestic disputes, burglaries, suspicious circumstances, traffic accidents, etc
- Patrols in order to monitor businesses, residences and public areas.
- Writes reports and completes forms, including incident and accident reports.
- Apprehends and cites traffic law violators; directs traffic as needed.
- Arrests and takes prisoners into custody; processes persons arrested.

# Department Vehicles

- Admin Vehicle/Back-up Patrol Vehicle
- Sergeant/Detective Vehicle
- 3 Patrol Vehicle

# Patrol Vehicle

-----Shared by 2-day shift officers

----Shared by 2-night shift officers



-----Shared by 2-night shift officers

# Patrol Schedule

Saturday	2	Officer Night 1		Officer Day 3		Power Shift 5		6	D			Officer 2		Officer Day 4		Power Shift 6	
Friday	1	Officer Night 1		Officer Day 3		Power Shift 5		0	0			Officer 2		Officer Day 4		Power Shift 6	
Thursday	1		Officer Night 2		Officer Day 4		Power Shift 6	7	•	v P	Officer 1		Officer Day 3		Power Shift 5		
Wednesday			Officer Night 2	Ĭ)	Officer Day 4		Power Shift 6	9	0		Officer 1		Officer Day 3		Power Shift 5		
Tuesday		Officer Night 1		Officer Day 3		Power Shift 5		u	0			Officer 2		Officer Day 4		Power Shift 6	
Monday		Officer Night 1		Officer Day 3		Power Shift 5			<b>t</b>			Officer 2		Officer Day 4		Power Shift 6	
Sunday								c	2		Officer 1		Officer Day 3		Power Shift 5		
		Officer 1	Officer 2	Officer 3	Officer 4	Officer 5	Officer 6				Officer 1	Officer 2	Officer 3	Officer 4	Officer 5	Officer 6	

## Why 2 Patrol Officers Need Per Shift

- Officer Safety
- -We don't not arrest with one officer
- -We do not respond to disturbance with one officer
- -We're able to act much quicker than having to wait for a back-up unit from sheriff's office or surrounding agency
- When an officer is out due to vacation, medical, training, court, or family leave the powershift officer steps into that officer's shift
- -Times are changing, the number 1 complaint we hear is traffic. Without officers we cannot enforce traffic where needed
- This is how we're able to cover 24-hour patrol and provide a professional level of service to the citizens

## Officer Starting Salery

- Double Oak PD \$57,135.00
- Denton County Citys Average \$62,482
- DOPD Difference \$8,129.00

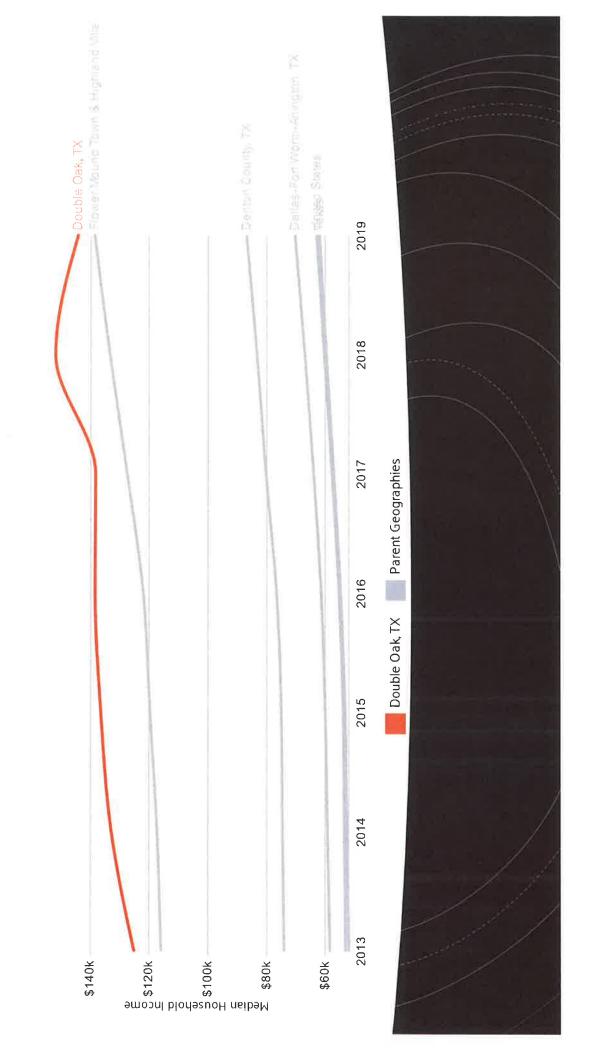
## Current Police Budget

- Total \$1,074.204.11
- Officer Salaries -\$425,440.00
- Health/Dental/Vision/Life Ins. \$131,607.00
- 100% employee Ins. paid by town and 75% Family paid by town
- Retirement \$49,474.00

## Police Cost Per Home

- Yearly \$976.54
- Monthly \$81.38
- Weekly \$18.78

- Median Household Income
- **\$144,313**
- 2019 VALUE
- **±** \$20,721
- -5.03%
- 1 YEAR GROWTH
- **±** 18.1%
- income of \$65,712 across the entire United States. This is in comparison to a median income of \$151,958 in 2018, which Households in Double Oak, TX have a median annual income of \$144,313, which is more than the median annual represents a -5.03% annual growth.
- The following chart shows how the median household income in Double Oak, TX compares to that of its neighboring and parent geographies.
- Data from the Census Bureau ACS 5-year Estimate.



## Proposed Insurance Plan

See handouts provided to town.

## Issues Facing The Department

- Officers' moral
- Having to work more and seeing that we have 2 spots open for a year now and we can't get applicants to apply
- Officers feel like the town and citizens are against them
- They see town wanting to change insurance and having to pay more out of pocket
- They realize our salaries are one of the lowest and have been for many years, but citizens expect the same level of professionalism as higher paying departments
- No raises is what the officers hear

## Officer Retention and Recruiting

- Double Oak is at the bottom pay scale compared to all other towns in Denton County. So how do we retain our current officers
- By not reducing the current benefits
- Appropriate salary adjustment
- This will give us a better chance to recruit officers.

## Why Wouldn't An officer Apply With Us

- Lowest paid department
- No specialized units
- Smaller department
- No advancement opportunities
- Why come here when they can go across the street and make 10-20 thousand more dollars and have the same benefits we currently



## UNAPPROVED-NOT FOR PUBLICATION

STATE OF TEXAS COUNTY OF DENTON TOWN OF DOUBLE OAK

The Double Oak Town Council met in regular meeting and budget workshop at 7:00 p.m. September 19, 2022, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Patrick Johnson Mayor Pro-Tem
Scott Whisenhunt Council Member
Casey Parsons Council Member
Jean Hillyer Council Member

Deputy Mayor Pro Tem Connie Schoenrade was absent. Also in attendance were Town Secretary Eileen Kennedy, Police Chief Ruben Rivas, and Town Attorney David Berman.

Mayor Pro-Tem Johnson called the meeting to order at 7:00 p.m.

Council Member Whisenhunt gave the invocation and Council Member Hillyer led the pledges to the American and Texas flags.

## II. Citizens comments

Cynthia Ray, 170 Whistling Duck, showed interest in the open Mayors seat.

Pat Wellen, 140 Forest Park Drive, spoke on the SLFRF.

Allison Hulchanski, 220 Forest Park Drive, spoke on hiring practices helpful in recruiting and hiring employees.

Candy Lamel, 210 Cedarcrest Lane, feels that anyone running for a council seat should take the legal training our Town Attorney provides.

Jill Glover, 170 Double Oak Drive, spoke on the SLFRF. Asked for employees to return money.

- III. Consent Agenda All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
  - 1. Consideration, and action on minutes of August 15, 2022.

Motion Hillyer, seconded by Parsons to approve the minutes from August 15, 2022, as presented.

AYE:

Hillyer, Johnson, Parsons Whisenhunt

NAY:

None

ABSTAIN: None

Motion Carried

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

3. Mayor and Council-Council Member Hillyer reported on several inquiries she had received regarding the tax rates of the Town of Bartonville compared to Double Oak. Ms. Hillyer pointed out that although Bartonville proposes to keep their current tax rate at \$0.173646 which is lower than our No New Revenue Rate of \$0.198067, Bartonville imposes a tax rate from the Denton County Emergency Services District #1 of \$0.093330 which makes their total tax rate \$0.266976.

Mayor Pro Tem Johnson thanked all the residents that signed the petitions going around town.

- 4. Public Works Code Enforcement Animal Control None
- 5. Administration None
- 6. Public Safety Peter Malik of the DOVFD presented an overview of the department.\* Police Chief Ruben Rivas announced National Night Out will be Tuesday, October 4<sup>th</sup> from 5:30 p.m. to 7:30 p.m. Chief Rivas also commented the police department has only received one application in two weeks.
- 7. Road and Drainage Committee Gary Garrett, 120 Trailing Oaks Drive, reported that scheduling of crack sealing is still being formatted.
- V. New business agenda (consideration and action):
  - 8. The Town Council will convene in executive session pursuant to Section 551.071, Texas Government Code (Legal Consultation) to seek advice and consultation from the Town Attorney on the use and distribution of Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF Funds) under the American Rescue Plan Act.

Mayor Pro Tem Johnson closed the meeting at 7:34 p.m. Mayor Pro Tem Johnson reconvened the meeting at 7:54 p.m.

9. The Town Council may take any appropriate action on matters discussed during the execute session.

Town Attorney David Berman explained three options in managing the SLFRF.

- 1. Ask for the money back not a good choice
- 2. Budget adjustment from the Fund Balance
- 3. Written justification to the Treasury Department on funds allocated.

Mr. Berman also stated that the Town Auditor needs to make an amendment to his previous report with the latest information brought to the council's attention by Council Member Parsons.

Motion Hillyer, seconded by Parsons to postpone further discussion until an updated report is received from the Town Auditor.

AYE:

Parsons, Hillyer, Johnson, Whisenhunt

NAY:

None

ABSTAIN:

None

Motion Carried

- 10. Presentation of SAFEbuilt by Lee Swain for plan review of services to support Public Works Department.
- 11. Discussion, consideration, and action of SAFEbuilt vendor and comparison to the contract with Steven Koehler.

Motion Hillyer, seconded by Whisenhunt to table the discussion.

AYE:

Johnson, Whisenhunt, Hillyer, Parsons

NAY:

None

ABSTAIN:

None

Motion Carried

12. **Public Hearing** on the proposed budget for fiscal year 2022-2023

Mayor Pro Tem Johnson opened the public hearing at 8:32 p.m.

Billie Garrett, 103 W. Carruth, clarified some misconceptions that she is a paid Treasurer, which she is not.

Jill Glover, 170 Double Oak Drive, asked the council to spend money wisely.

Pat Wellen, 140 Forest Park Drive, asked to use funds on the Balance Sheet.

Cynthia ray, 170 Whistling Duck, talked about Fund Accounting.

Mayor Pro Tem Johnson closed the public hearing at 8:45 p.m.

13. Discussion on the 2022-2023 fiscal year budget and tax rate.

Mayor Pro Tem Johnson showed a Power Point presentation he prepared on the tax rate and budget. \*

Kennon Moffitt, 140 Shady Oaks Lane, asked to educate the residents on keeping sales in Double Oak.

Jill Glover, 170 Double Oak Drive, asked the council to reconsider raises for employees because of the \$25k received in SLFRF.

14. Discussion, consideration, and action on salary ranges within the Double Oak Police Department.

Police Chief Rivas explained the importance of salary ranges especially during the hiring process. Council Member Hillyer commented she does not believe the increases the Chief has proposed will get us in the middle of salary ranges of other agencies. Council Member Whisenhunt addressed the petition that went around town supporting the DOPD even if doing so would increase their taxes. Mr. Whisenhunt thanked Town Treasurer Garrett for getting to the numbers needed.

15. Discussion, consideration, and action on base salary adjustments within the Double Oak Police Department.

Dr. William Wood, 140 Lake Trail Drive, spoke on how important the DOPD is and the affects they have made on him personally. He supports the DOPD and voiced the need of new officers and keeping the ones we have.

Gary Garrett, 120 Trailing Oaks Drive, told the council how much he respects the DOPD. Mr. Garrett also commented on the signs around town had a positive effect.

Motion Parsons, seconded by Whisenhunt, to ratify the salary ranges presented and increase the salary line item on the budget to \$513,517.56

AYE:

Whisenhunt, Hillyer, Parsons, Johnson

NAY:

None

ABSTAIN:

None

Motion Carried

16. Council – staff announcements and comments - None

## 17. ADJOURN

With no further business to come before the Council, motion Parsons, second Hillyer, the meeting was adjourned at 9:41 p.m.



Approved:

Patrick Johnson, Mayor Pro-Tem

Attest:

Eileen Kennedy, Town Secretary

<sup>\*</sup>a copy is attached to these minutes

Good Evening "Mayor Pro Tem", Councilmembers and Citizens of Double Oak. My name is Peter Malik, 1110 Cross Timbers, DO, TX.

I am here to provide the town an overview of the Double Oak Volunteer Fire Department. As a 30 plus member department, we are considered and accounted as a top tier department in Training and Fire/EMS Response. Let me give you an overview of numbers.

From January to August of this year, our Department has answered

150 Emergency Calls
Accumulated over 2,014 hours of training
And provided at no cost to the citizens over 4,210 hours of station duty time to continue our excellent response time for those in need.

Our department, as a team, has trained at various Fire College's throughout the Dallas Fort Worth Area, specifically, Tarrant County Community, where we trained in Commercial and Apartment Fires, Vehicle Fires, Extrication, Modern Vehicle Extrication and Swift Water Training.

Our members hold certifications in Firefighter I and II, Wildland Firefighting, EMT, and even Paramedic certification.

With all the previous hours that I just informed you of... we even had members of our department deploy to various areas of Texas, weeks at a time, to assist in Wildland Firefighting. They answered the call in addition to providing all this dedicated time to the department. With our department there is no "I" in TEAM.

Our department continually fosters team relationships with Flower Mound and Denton County ESD1 with training and ride alongs. Several of our members also put personal time to train with Denton County ESD to improve their skills in Emergency Care and latest firefighting techniques.

All of this is great news and we continue to provide updates to our citizens on social media platforms, so they know we are 100% committed to the town.

The Department's highlight was last year's recent ISO certification.

**EXPLAIN** Insurance Services Office.

Fire was in the TOP 3 choices, but since Natural Disaster, tornado, hurricanes, hail, etc has pushed Fire down a few notches.

Every 5 years departments paid and volunteer go through an arduous paper drill and inspection of their department.
Response times, certifications, equipment, etc. The lower ratings are considered the best where higher numbers require additional equipment, training, and resources.

There are roughly 50,000 fire departments nationwide. Currently out of this number, 74 agencies in Texas were rated as an ISO Class 1 rating, which is the highest ranking one can achieve.

Double Oak received an ISO 2 rating.. just 1 point shy of an ISO 1. What area did we not meet our expectations. The Fire Department was not centrally located in the middle of the town.

Out of the 50K, only 749 departments were rated an ISO 2 rating. Based on our score, Double Oak was placed in the top 1.6%. Ironically, our score is one of the highest in the DFW area.

What does this all mean. DOVFD is considered a top performer in the Nation and will continue to strive to provide excellent service to our citizens. Thank you.



# 2022-2023 Budget Presentation

Presentation By Patrick Johnson-Mayor Pro-Tem Double Oak Town Council 9/19/2022

# Appropriate Fund Balance Levels

RESOLUTION OF THE TOWN OF DOUBLE OAK TOWN COUNCIL ESTABLISHING FUND BALANCE POLICIES AS REOUIRED BY GASB 54 WHEREAS, the Governmental Accounting Standards Board "GASB") has adopted Statement 54 ("GASB 54"), a new standard for governmental fund balance reporting and governmental fund type definitions that became effective in governmental fixed years starting after fine 15, 2010, and

WHEREAS the Town of Double Oak elects to implement GASB 54 requirements, and to apply such requirements to its financial statements beginning with the current October 1, 2021-September 30, 2022,

NOW THEREFORE BE IT RENOLVED that the Town of Double Oak commits the following portions of its September 30, 2021, anticipated general fund balance as follows:

- \$120,000 is committed for earning road bond project.
  \$10,000 is committed for police while feet.
  \$2,00.00 is committed for TCEQ MS4.
  \$4,000 is committed for TCEQ MS4.
  \$4,000 is committed for Town Hall technology.
  \$2,00.00 is committed for Cross Timbers drainage project.
  \$2,00.00 is committed for police body cameras.

BE IT ALSO RESOLVED that the Town of Double Oak Town Council in virrious activities reported in the Special Revenue Funds to projects rela

BE IT ALSO RESOLVED that in circumstances where an expenditure is to be made for a purpose for

AND BE IT RESOLVED that the Town of Bomble Onk's financial goal is to have a sufficient balance in the guerner, fund with sufficient working repital and a margin of stelly to address to lear and regional emergencies visionels betweening. The Town shall street to maintain a yearly askipped and unassigned fund haliness in the gueeral fund of 55 percent to 75 percent of the total operating expenditures.

The above Resolution is adopted this 21st \_\_\_\_ day of March 2022

Мауот	own Secretary
	Tow



(GFOA) recommends a minimum fund balances no fund and 45 days (about 12.3%) for the enterprise Per the Government Finance Officers Association 16.7%) of operating expenditures for the general ess than 60 days or two months (about 16.5%-(utility) funds.

 Most town governments carry fund balances around 25% to 32%

Double Oak keeps 50% to 75% in their fund balances

can afford the use of the funds for items identified Double Oak has excess in their funds balances and as adjustments to budget for 2022-2023





## Not in any particular order:

- Tax Rate at the No New Revenue Rate (NNR) of .198067
- Gap in budget from 9/6/2022 Meeting was \$108K @ .21385 rate
- Gap in budget from 9/18/2022 work is \$51K @ .206239 rate
- The computation on this is \$46 per household for Double Oak homeowners

## Fully Funded Double Oak Police Force

- Double Oak Police Dept budget request of \$513K for officer salaries
- Included in full amount in budgeted items

# 24 Hour Police Coverage for Double Oak

Chief of Police is responsible for staffing of town officers





## Utilize the fund balance to ensure the No New Revenue Rate (NNR) can be met

5-Year Avg 8/19 Actuals Actuals

- Provide Double Oak Police Department their 100% budgeted request
- Adjust Services contracts to 50% for budget year 2022-2023

12,753.00 14,478.26 12,302.00 17,940.19 16,374.00 778.06 1,706,702.00 1.876,388.62

141,510 00

115,000 00 115,600 00

Total 420000 - Fines and Forfeitures

420113 · Court Forfeitures

420112 - Court Fees

\$30000 - Licenses and Permits

430103 - Oil and Gae Drilling

430202 - Erosion Control 430301 - Misc Construction 430501 - Septic Systems

3,080.74 469,535.91 24,490.42 34,952.87 96,384.50

3,584.00 402,866.00 22,769.00 46,080.00 93,079.00

2,000,00 600,000,00 375,500,00

101301 - Prior Year Property Taxes

101315 - Sales Taxes

24,000,00 35,000,00 13,000.00 95,000,00

92,400.00 43,400 00

95,000,00

401811 · Franchise-Ges/TXU/CoSen

401901 - Franchise-Telephone 401801 - Franchise-Sectric 401805 - Franchise-Carbage

420000 - Fines and Forfeitures

401701 · Franchise-Cable TV

12,400.00

- Pay percentage of Engineering Services from General Fund
- Forgo all pay increase for Town Staff for 2022-2023 budget year
- Use General Fund for Building Repairs & Remodel

0.00 24,744.26 3,740.00 5,310.00

1,485 00 12,000 00 1,122 00

5,000.00

11 400 00

23,063 00 3,395 00 9 568 00 532 00 2 677 00 51 00

 Increase Revenues for Misc. Construction and Roofs both budgeted below 5-Year Average



# How Does the Town Council Make This Happen?

					20,112 Use General Funds for these items									
50% Amount	2,750	9,000	4,500	2,750	20,112 U	0 0 0 0 0 0 0	5			50,077		3,000	1,725	4,725
Budget Amt 50%	5,500	18,000	000'6	5,500	20,000	Combined	Including FICA &TMRS)			ction		20,000	1,275	ease
Expense Side of Balance Sheet	521033 · Custodial Services	530100 · Animal Control Officer	530150 · Grounds Maintenance	530200 · Lot Mowing/Tree Trim Service	540019 · Engineering General	521190 · Town Secretary Salary 521194 · Asst Town Secretary Salary	550252 · Police Chief Salary	550253 · Police Asst. Chief Salary	560026 · Court Clerk - Salary	Expense Reduction	Revenue Side of Balance Sheet	430301 · Misc. Construction	430401 · Roofs	Revenue Increase

## Challenge to the Town Council



- Everyone is facing inflation
- Within the budgeting process inflation has been accounted for
- Double Oak has a significant balance in their fund to afford a budget with NNR and combat inflation for its citizens
- Let the citizens keep their \$46/year because the Town will survive without it
- However, \$46 could be very meaningful to our Town Citizens
- At this point in our negotiations of the budget, it is a petty move to add the additional tax levy to the taxpayers of the town
- Town Council my "ASK" is to get to NNR tonight so it can be approved at Thursday's meeting



# THANK YOU FOR ATTENDING TONIGHTS MEETING

## Double Oak

## UNAPPROVED-NOT FOR PUBLICATION

STATE OF TEXAS COUNTY OF DENTON TOWN OF DOUBLE OAK

The Double Oak Town Council met for a special called meeting at 7:00 p.m. September 22, 2022, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Patrick Johnson Mayor Pro-Tem
Scott Whisenhunt Council Member
Casey Parsons Council Member
Jean Hillyer Council Member

Deputy Mayor Pro-Tem Connie Schoenrade was absent. Also in attendance were Town Secretary Eileen Kennedy, Public Services Randall Anglin, and Police Chief Ruben Rivas.

Mayor Pro-Tem Johnson called the meeting to order at 7:00 p.m.

## II. Citizens comments

Mike Gwartney, 129 Chapel Hill Drive, stated he does not want his taxes increased. Mr. Gwartney also commented on the September 19<sup>th</sup> meeting where some in the audience were rude and disrespectful. He also commented that a council person was also disrespectful. He would like to see more respect shown in council meetings.

Jerome Hanna, 250 Ridgebriar, wants to see a little money paid back from the SLFRF premium pay.

## III. NEW BUSINESS AGENDA (CONSIDERATION AND ACTION):

1. Discussion, consideration, and action on an ordinance adopting the fiscal year 2022-2023 budget.

Motion Whisenhunt, seconded by Parsons to approve an ordinance adopting the fiscal year 2022-2023 budget.

AYE:

Hillyer, Parsons, Whisenhunt

NAY:

Johnson

ABSTAIN:

None

Motion Carried 3-1

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.

Motion Whisenhunt, seconded by Parsons to ratify the vote on the fiscal year 2022-2023 annual budget which results in more revenues from Ad Valorem taxes than the previous year.

AYE:

Parsons, Hillyer, Johnson, Whisenhunt

NAY:

None

ABSTAIN:

None

Motion Carried

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.

Mayor Pro Tem Johnson opened the public hearing at 7:25 p.m. Mayor Pro Tem Johnson closed the public hearing at 7:26 p.m.

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.

Motion Whisenhunt, seconded by Parsons that the property tax rate to be adopted be \$0.198067 which is effectively a 1.1% increase in tax revenue.

AYE:

Johnson, Whisenhunt, Hillyer, Parsons

NAY:

None

ABSTAIN:

None

Motion Carried

5. Discussion, consideration, and action on authorizing the town treasurer and staff to make year-end budget amendments.

Motion Parsons, seconded by Hillyer to authorize the town treasurer and staff to make year-end budget amendments.

AYE:

Whisenhunt, Hillyer, Parsons, Johnson

NAY:

None

ABSTAIN:

None

Motion Carried

6. Discussion, consideration, and action on a resolution in support of Denton County's Transportation Road Improvement Program – 2022.

Kennon Moffitt, 140 Shady Oaks, does not want any drainage repairs before the County completes the reconstruction on Kings Road.

Randall Anglin, Public Services, said he spoke with Flower Mound regarding the drainage on Kings Road and the County road project. Flower Mound has assured him these issues are on their radar.

Motion Hillyer, seconded by Whisenhunt to approve a resolution in support of Denton County's Transportation Road Improvement Program – 2022.

AYE:

Hillyer, Johnson, Whisenhunt, Parsons

NAY: ABSTAIN: None

IN: None

Motion Carried

- 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.

Motion Whisenhunt, seconded by Parsons to approve the consent agenda.

AYE:

Hillyer, Parsons, Whisenhunt, Johnson

NAY:

None

ABSTAIN:

None

Motion Carried

10. Council – staff announcements and comments

Council Member Hillyer would like to see the Mayor's vacancy on the October 3, 2022, agenda. Mayor Pro Tem Johnson reminded everyone that National Night Out is Tuesday, October 4<sup>th</sup> from 5:30 p.m. to 7:30 p.m.

## IV. ADJOURN

With no further business to come before the Council, motion Hillyer, second Whisenhunt, the meeting was adjourned at 7:45 p.m.

Ap	nro	ve	А
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Patrick Johnson, Mayor Pro-Tem

Attest:

Eileen Kennedy, Town Secretary



<sup>\*</sup>a copy is attached to these minutes

## **MONTHLY REPORT AUGUST 2022**

- 08/02: Patrol from 15:30 until 17:30. No activity.
- 08/04: Patrol from 11:30 until 14:30. No activity.
- 08/08: Patrol from 11:40 until 13:40.

  Set trap for nuisance wildlife at 123 Chappel Hill.

  Set trap for nuisance wildlife at 705 Simmons Road.
- 08/11: Animal in trap @ 215 Meadow Knoll. Relocated. Animal in trap @ 215 Meadow Knoll. Relocated.
- 08/12: Patrol from 09:40 until 12:40. No activity.
- 08/15: Patrol from 10:00 until 13:00. No activity.
- 08/17: Animal in trap 123 Chappel Hill. Relocated.
- 08/19: Set trap for nuisance wildlife at 501 Cross Timbers Dr. Animal in trap @ 175 Foxtrot Lane. Relocated.
- 08/20: Patrol from 12:30 until 15:30. No activity.
- 08/22: Patrol from 09:20 until 12:20. No activity.
- 08/27: Patrol from 10:20 until 13:20. No activity.
- 08/29: Animal in trap at 123 Chappel Hill. Relocated.
  Animal in trap at 501 Cross Timbers. Impounded.
- 08/30: Animal in trap at 123 Chappel Hill. Relocated.
- 08/31: Patrol from 10:50 until 13:50.

  Animal in trap at 175 Foxtrot Lane. Relocated.

## **SUMMARY**

Total calls received: 11 By Double Oak residents: 11 Initiated by NTACA: 0
Animals impounded: Dogs: 0 Puppies: 0 Cats: 0 Kittens: 0 Other: 1 Deceased: 10
Verbal Warnings issued: 0 Written Warnings issued: 0 Citations: 0

## **Town of Double Oak** Balance Sheet As of September 30, 2022

	Sep 30, 22
ASSETS	
Current Assets	
Checking/Savings	
102302 · Independent Bank Money Market	1,967,534.34
102303 · Independent Bank Checking	345,921.01
102304 · Police Leose Training Fund	855.42
102306 · John B. Wright Memorial Fund	560.51
102307 · DO Police Dept Chapter 59	8.68
102400 · Petty Cash	499.21
102450 · DATCU	3,276.50
106101 · Certificate of Deposit	•
100101 · Certificate of Deposit	427,158.20
Total Checking/Savings	2,745,813.87
Accounts Receivable	
106100 · Accounts Receivable	28,422.22
Total Accounts Receivable	28,422.22
Other Current Assets	
104100 · Bartonville Water Certificate	2,000.00
106150 · Interest Receivable	225.00
106400 · Employee Receivables	-66.09
106700 · Property Taxes Receivable	10,443.89
106900 · Prepaid Costs	20,132.44
Total Other Current Assets	32,735.24
Total Current Assets	2,806,971.33
TOTAL ASSETS	2,806,971.33
LIABILITIES & EQUITY	S
Liabilities	
Current Liabilities	
Accounts Payable	7 004 07
202000 · Accounts Payable	7,881.27
Total Accounts Payable	7,881.27
Other Current Liabilities	
106300 · Allowance for Uncoll Taxes 200000 · Payroll Liabilities	10,443.89
201500 · TMRS Payable	3,491.14
202507- Dependant Health Care Cover	-1,320.86
202508- AFLAC Deduction	537.30
202509 · Child Support Withholding Or	111.85
202513 · Vision Insurance	514.92
202516 · Dependent Life Insurance	496.76
200000 · Payroll Liabilities - Other	-2.64
Total 200000 · Payroll Liabilities	3,828.47

## Town of Double Oak Balance Sheet As of September 30, 2022

	Sep 30, 22
200504 · Town Hall Reservation Deposits	700.00
201250 · Cr Card Fees/Collection Charges	736.86
202250 · Town Hall Renovations	200.00
202501 · Court Fees & Fines Due State	53,667.41
202502 · Technology Fees	2,519.94
202503 · Court Security Fees	26,788.74
202504 · Police LEOSE Training Account	855.42
202506 · Child Safety Fund	3,673.46
202511 · Omnibase Fees Due	337.43
202512 · Court Collections	-5,022.84
202760 · Time Payment Reimbursement F	508.15
203002 · Park Fund Account	209.54
203006 · CARES - CLFRF - SLFRF Funds	375,775.15
203060 · Waketon Road Reconstruction	-17,660.84
203090 · Waketon Road-Town of Double	-64,722.17
2050000 · Accrued Payroll	22,774.04
205555 · Police Grants	347.25
206250 · Sewer System Maintenance	10,067.39
206500 · Police-Chapter 59	8.68
208000 · Golf Tournament	44.85
2110 · Direct Deposit Liabilities	-254.37
Total Other Current Liabilities	425,826.45
Total Current Liabilities	433,707.72
Total Liabilities	433,707.72
Equity	
3000 · Fund Balances	209,371.05
3100 · Town Contingency	100,000.00
3150 · Stormwater Structures Fund	100,000.00
3200 · Road Contingency	150,000.00
3250 · Denton County Bond Project Fund	120,000.00
3450 · Town Hall Technology Fund	40,000.00
3550 · TCEQ MS4 (5-year) Fund	20,000.00
3600 · Street and Drainage Fund	185,392.58
3650 · Cross Timbers Drainage Project	20,000.00
3800 · Police Vehicle Fund	80,007.67
3850 · Police Body Camera Project Fund	38,839.00
3900 · Retained Earnings	850,521.93
et Income	459,131.38
Total Equity	2,373,263.61
TOTAL LIABILITIES & EQUITY	2,806,971.33

## Town of Double Oak Profit & Loss Budget vs. Actual

October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
400000 · Tax Revenue				
401101 · Current Property Taxes-M & O	1,214,009.06	1,221,954.00	-7,944.94	99.3%
401201 · Penalty & Interest	3,684.98	2,500.00	1,184.98	147.4%
401301 · Prior Year Property Taxes	3,080.74	2,000.00	1,080.74	154.0%
401315 · Sales Taxes	576,448.92	550,000.00	26,448.92	104.8%
401601 · Franchise-Cross Timbers Water	24,490.42	20,000.00	4,490.42	122.5%
401701 · Franchise-Cable TV	34,952.87	35,000.00	-47.13	99.9%
401801 · Franchise-Electric	96,384.50	95,000.00	1,384.50	101.5%
401805 · Franchise-Garbage	14,478.26	13,000.00	1,478.26	111.4%
401811 · Franchise-Gas	17,940.19	14,000.00	3,940.19	128.1%
401901 · Franchise-Telephone	780.80	2,000.00	-1,219.20	39.0%
Total 400000 · Tax Revenue	1,986,250.74	1,955,454.00	30,796.74	101.6%
420000 · Fines and Forfeitures				
420101 · Court Fines	108,764.05	130,000.00	-21,235.95	83.7%
		130,000.00	-21,235.95	63.7%
Total 420000 · Fines and Forfeitures	106,824.05	130,000.00	-23,175.95	82.2%
430000 · Licenses and Permits				
430101 · Fences	1,820.00	1,275.00	545.00	142.7%
430102 · Commercial Buildings	14,658.75	20,000.00	-5,341.25	73.3%
430103 · Oil and Gas Drilling	0.00	0.00	0.00	0.0%
430201 · New Homes	13,853.50	9,000.00	4,853.50	153.9%
430202 Erosion Control	0.00	1,650.00	-1,650.00	0.0%
430301 · Misc Construction	26,639.26	12,000.00	14,639.26	222.0%
430401 · Roofs	4,250.00	850.00	3,400.00	500.0%
430501 · Septic Systems	6,910.00	3,500.00	3,410.00	197.4%
430601 · Sprinkler Systems	425.00	600.00	-175.00	70.8%
430701 · Swimming Pools	4,435.00	1,625.00	2,810.00	272.9%
430801 · Water Wells	160.00	0.00	160.00	100.0%
430901 · Plats and Subdivision Fees	500.00	0.00	500.00	100.0%
Total 430000 · Licenses and Permits	73,736.51	50,500.00	23,236.51	146.0%
440000 · Other Revenue				
440101 · Administration Fees	937.36	1,500.00	-562.64	62.5%
440102 · Animal Control Fees	0.00	50.00	-50.00	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	7,090.33	10,000.00	-2,909.67	70.9%
440203 · Police Dept. Contracts	0.00	0.00	0.00	0.0%
440205 · Police Dept.Contributions	0.00	0.00	0.00	0.0%
440206 · Police Training Grants	0.00	0.00	0.00	0.0%
440210 · Police State Training Funds	0.00	0.00	0.00	0.0%
440700 · Insurance Proceeds	0.00	0.00	0.00	0.0%
Total 440000 · Other Revenue	8,027.69	11,550.00	-3,522.31	69.5%

## Town of Double Oak Profit & Loss Budget vs. Actual

October 2021 through September 2022

	Oct '21 - Sep 22	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	195.00	500.00	-305.00	39.0%
440601 · Sewage Service	18,745.67	25,000.00	-6,254.33	75.0%
440701 · Town Hall Rental Fees	50.00	0.00	50.00	100.0%
Total 440300 · Charges for Services	19,026.67	25,500.00	-6,473.33	74.6%
440400 · Park Funds				
440401A · Gazebo Funds	0.00	0.00	0.00	0.0%
	0.00	0.00	0.00	0.078
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	2,193,865.66	2,173,004.00	20,861.66	101.0%
Gross Profit	2,193,865.66	2,173,004.00	20,861.66	101.0%
Firmana			,	
Expense				
510000 · Town Administration	0.00			
521000 · Town Salary Adjustments 521012 · Attorney Fees	0.00	0.00	0.00	0.0%
521012 · Attorney Fees 521033 · Custodial Services	13,621.38	20,000.00	-6,378.62	68.1%
521033 · Custodial Services 521041 · Denton Central Appraisal Dist	5,139.96	8,000.00	-2,860.04	64.2%
	7,161.76	7,100.00	61.76	100.9%
521050 · Election Expense 521051 · Electricity	4,063.24	5,500.00	-1,436.76	73.9%
521060 · Financial Auditors	6,505.72	5,500.00	1,005.72	118.3%
521000 · Financial Auditors 521070 · Natural Gas	10,000.00	10,000.00	0.00	100.0%
521070 · Natural Gas 521073 · Printer Copier	1,168.80	1,500.00	-331.20	77.9%
521073 · Printer Copier 521133 · Ordinance Codification	5,097.85	6,000.00	-902.15	85.0%
521160 · Postage	395.00	3,000.00	-2,605.00	13.2%
521700 · Postage 521200 · Tax Billing Expense	2,515.97	3,000.00	-484.03	83.9%
521201 · Communications	1,207.00	1,300.00	-93.00	92.8%
521220 · Water	10,301.47 1,935.74	11,000.00	-698.53	93.6%
521230 · Archive System	712.00	2,500.00	-564.26	77.4%
521250 · Outdoor Siren	0.00	5,000.00	-4,288.00	14.2%
530050 · Ambulance Service		0.00	0.00	0.0%
	29,075.00	29,075.00	0.00	100.0%
Total 510000 · Town Administration	98,900.89	118,475.00	-19,574.11	83.5%
520000 · Administrative				
521010 · Advertising	1,523.10	1,600.00	-76.90	95.2%
521020 · Bank Charges	49.25	100.00	-50.75	49.3%
521030 · Cleaning Supplies	0.00	0.00	0.00	0.0%
521031 · Computer Supplies/Software	24,298.41	25,000.00	-701.59	97.2%
521032 - Council Contingency	13,500.00	11,407.06	2,092.94	118.3%
521034 · Technology Fund	2,335.03	4,000.00	-1,664.97	58.4%
521074 · Meetings	101.76	300.00	-198.24	33.9%
521075 · Goodwill	1,261.68	500.00	761.68	252.3%
521076 · Incentive Pay	1,499.94	1,500.00	-0.06	100.0%
521090 · General Liability Insurance	3,521.74	3,200.00	321.74	110.1%
521091 · Health/Dental/Life Insurance	15,385.92	18,080.68	-2,694.76	85.1%
521130 · Membership & Dues	515.00	2,000.00	-1,485.00	25.8%
521131 · Car Maintenance-Fuel-Travel	0.00	0.00	0.00	0.0%
521150 · Office Supplies	5,250.97	7,000.00	-1,749.03	75.0%
521151 · Other Professional Services	2,625.43	6,000.00	-3,374.57	43.8%
521153 · Other Supplies	414.72	1,000.00	-585.28	41.5%

## Town of Double Oak Profit & Loss Budget vs. Actual

October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
521161 · Publications & Subscriptions	179.71	300.00	-120.29	59.9%
521162 Printing and Copying	378.95	600.00	-221.05	63.2%
521170 - Payroll Taxes - FICA	16,399.53	11,970.00	4,429.53	137.0%
521172 · TWC Unemployment Insurance	3,049.76	2,400.00	649.76	127.1%
521190 Town Secretary Salary	79,701.25	80,946.67	-1,245.42	98.5%
521191 · Longevity Pay-Administration	1,420.00	1,800.00	-380.00	78.9%
521192 · Worker's Compensation Ins.	793.87	1,300.00	-506.13	61.1%
521194 · Asst Town Secretary Salary	73,296.42	71,688.86	1,607.56	102.2%
521195 · Overtime	4,600.43	5,000.00	-399.57	92.0%
521196 · TMRS-Retirement	11,974.40	13,125.00	-1,150.60	91.2%
521202 · Training Seminars	1,485.00	2,000.00	-515.00	74.3%
Total 520000 · Administrative	265,405.73	272,818.27	-7,412.54	97.3%
530000 · Public Works				
521021 · Building Repair/Remodeling	2,084.53	5,000.00	-2,915.47	41.7%
521025 · Building Expenditures	4,485.30	2,000.00	2,485.30	224.3%
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	21,993.75	18,000.00	3,993.75	122.2%
530101 · Public Works Director Salary	33,399.49	70,000.00	-36,600.51	47.7%
530102 · Public Works Director TMRS	2,310.36	5,670.00	-3,359.64	40.7%
530103 · Public Works Director FICA	2,133.72	5,355.00	-3,339.04	39.8%
530104 · Public Works Director (H/D/L)	5,435.06	2,000.00	3,435.06	271.8%
530105 · PW Director (TWC/Unempl Ins)	0.00	0.00	0.00	
530106 · Building Official Overtime	0.00	0.00	0.00	0.0%
530110 · Building Inspectors	55,500.00	0.00	55,500.00	0.0%
530111 · Building Inspectors Phone	189.93	0.00	189.93	100.0% 100.0%
530115 · Code Enforcement	750.00	0.00	750.00	
530116 · Code Enforcement Liab Ins-TML	747.68	700.00	47.68	100.0% 106.8%
530125 · Council Discretionary Fund	0.00	0.00	0.00	0.0%
530150 · Grounds Maintenance	6,784.20	8,500.00	-1,715.80	79.8%
530151 · Grounds Equipment	191.70	0.00	191.70	
530175 · Equipment Repair/Maintenance	0.00	0.00		100.0%
530180 · Minor Equipment	458.32	0.00	0.00 458.32	0.0%
530200 · Lot Mowing/Tree Trim Service	1,350.00	9,000.00	-7,650.00	100.0% 15.0%
530201 · Public Works Training	550.00	1,000.00	-7,650.00 -450.00	
530202 · Longevity Pay- Public Works	0.00	0.00		55.0%
530203 · Vehicle Payment	0.00	0.00	0.00	0.0%
530204 · Vehicle Maintenance	1,975.30		0.00	0.0%
530205 · Vehicle Fuel	985.02	500.00	1,475.30	395.1%
530206 · Uniforms	0.00	1,800.00	-814.98	54.7%
530210 · Membership Dues/Licensing	1,009.00	0.00	0.00	0.0%
530230 · Other Professional Services	•	0.00	1,009.00	100.0%
530231 · Other Supplies	1,692.36 435.06	3,000.00	-1,307.64	56.4%
530235 · Printing	184.34	1,000.00	-564.94	43.5%
530240 · Postage		0.00	184.34	100.0%
530245 · Computer Support	0.00	0.00	0.00	0.0%
530250 · Health Inspector	15,429.53	17,000.00	-1,570.47	90.8%
530260 · Septic Inspections	1,134.01	1,000.00	134.01	113.4%
530270 · Sewage Services	4,190.00	5,000.00	-810.00	83.8%
530270 · Sewage Services 530271 · Vehicle Reimbursement	20,506.79	25,000.00	-4,493.21	82.0%
	0.00	0.00	0.00	0.0%
530272 · Incentive Pay	299.91	0.00	299.91	100.0%
530273 · Worker's Compensation Ins	258.89	300.00	-41.11	86.3%
530277 · General Liability Insurance	0.00	0.00	0.00	0.0%
530280 · Hazardous Waste Disposal	0.00	0.00	0.00	0.0%
530650 · Public Works-Cell phone	499.82	700.00	-200.18	71.4%

#### Town of Double Oak

#### **Profit & Loss Budget vs. Actual**

October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
531020 · Credit Card Convenience Fee	0.00	0.00	0.00	0.0%
531201 · Weather Siren	0.00	7,500.00	-7,500.00	0.0%
Total 530000 · Public Works	186,964.07	190,325.00	-3,360.93	98.2%
540000 · Streets and Drainage				
540019 · Engineering General	22,805.48	40,000.00	-17,194.52	57.0%
540060 · Crack Seal & Potholes	1,296.81	35,000.00	-33,703.19	3.7%
540110 · Current Year Road Repairs	20,887.38	200,000.00	-179,112.62	10.4%
540111 Prior Year Road Repairs	0.00	0.00	0.00	0.0%
540155 · MS4 Stormwater	7,500.00	7,500.00	0.00	100.0%
540177 · Public Works Projects Costs	0.00	0.00	0.00	0.0%
540200 - Sign Repair and Replacement	787.95	3,000.00	-2,212.05	26.3%
Total 540000 · Streets and Drainage	53,277.62	285,500.00	-232,222.38	18.7%
550000 · Police Department				
550120 · Capital Equipment (Auto)	0.00	0.00	0.00	0.0%
550135 · Computer Equip/Supplies/SW Main	56,868.24	41,500.00	15,368.24	137.0%
550140 Equipment Repair & Maintenance	200.00	1,200.00	-1,000.00	16.7%
550145 - Health/Dental/Life Insurance	109,513.89	134,607.15	-25,093.26	81.4%
550219 · Membership Dues	270.00	900.00	-630.00	30.0%
550220 Minor Equipment	887.02	1,600.00	-712.98	55.4%
550230 · Other Professional Services	129.00	100.00	29.00	129.0%
550240 · Office Supplies	301.16	1,000.00	-698.84	30.1%
550248 Publications	0.00	400.00	-400.00	0.0%
550249 · External Contracts	4,273.20	6,000.00	-1,726.80	71.2%
550250 · Postage	0.00	0.00	0.00	0.0%
550251 · Printing	649.30	900.00	-250.70	72.1%
550252 · Police Chief Salary	98,135.96	98,135.97	-0.01	100.0%
550253 · Police Asst. Chief Salary	87,222.98	87,222.89	0.09	100.0%
550254 · Police Officers' Salary	338,016.75	425,440.00	-87,423.25	79.5%
550255 · Administrative Assistant PD	0.00	0.00	0.00	0.0%
550256 · Crossing Guard	4,835.52	7,000.00	-2,164.48	69.1%
550257 · Police Department Overtime	10,204.70	5,000.00	5,204.70	204.1%
550261 Criminal Investigations	462.80	2,000.00	-1,537.20	23.1%
550262 · General Liability Insurance	12,211.79	11,000.00	1,211.79	111.0%
550263 · TWC Unemployment Ins	0.00	0.00	0.00	0.0%
550264 Incentive Pay	8,500.04	9,600.00	-1,099.96	88.5%
550271 · Salaries Benefits - FICA	38,290.12	46,726.10	-8,435.98	81.9%
550275 · Salaries Benefits - TMRS	40,242.30	49,474.00	-9,231.70	81.3%
550276 · Human Resources	1,359.90	1,500.00	-140.10	90.7%
550277 · Longevity Pay	3,235.00	3,575.00	-340.00	90.5%
550278 · Worker's Compensation Ins	14,036.80	22,823.00	-8,786.20	61.5%
550280 · Communications	12,086.64	14,000.00	-1,913.36	86.3%
550281 · Training	14,926.32	24,000.00	-9,073.68	62.2%
550286 · Training Ammo	6,555.46	5,000.00	1,555.46	131.1%
550290 · Uniforms	18,583.55	24,000.00	-5,416.45	77.4%
550291 · Patrol Equipment	6,700.46	7,000.00	-299.54	95.7%
550292 · Community Programs	2,627.64	2,000.00	627.64	131.4%
550293 · Traffic Management	0.00	500.00	-500.00	0.0%
550294 · Evidence Room Supplies	0.00	500.00	-500.00	0.0%
550295 Goodwill	2,137.08	1,000.00	1,137.08	213.7%
550300 · Vehicle Fuel	11,316.18	25,000.00	-13,683.82	45.3%
550400 · Vehicle Repair & Maintenance	10,796.02	13,500.00	-2,703.98	80.0%
Total 550000 · Police Department	915,575.82	1,074,204.11	-158,628.29	85.2%

# Town of Double Oak Profit & Loss Budget vs. Actual

October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
560000 · Municipal Court				
560010 Judges Services	6,250.00	10,000.00	-3,750.00	62.5%
560015 · Jury Services	0.00	240.00	-240.00	0.0%
560018 · Jail Services	0.00	0.00	0.00	0.0%
560020 · Prosecuting Attorney	4,675.00	10,000.00	-5,325.00	46.8%
560025 Other Professional Services	170.00	0.00	170.00	100.0%
560026 - Court Clerk - Salary	65,251.75	63,594.96	1,656.79	102.6%
560027 · Court Clerk- FICA	4,984.00	4,386.19	597.81	113.6%
560028 - Court Clerk - TMRS	5,276.41	4,810.04	466.37	109.7%
560029 · Court Clerk Ins (H/D/L)	7,815.00	9,385.43	-1,570.43	83.3%
560030 Court Clerk - Longevity	845.00	845.00	0.00	100.0%
560031 · Overtime	4,012.75	5,000.00	-987.25	80.3%
560035 · Court Supplies, Equip & S/W Main	3,765.68	13,000.00	-9,234.32	29.0%
560055 Membership Dues	0.00	120.00	-120.00	0.0%
560076 Incentive Pay	634.67	600.00	34.67	105.8%
Total 560000 · Municipal Court	103,680.26	121,981.62	-18,301.36	85.0%
570000 · Double Oak Vol. Fire Department				
570010 · DOVFD Capital Equip Contributio	0.00	0.00	0.00	0.0%
570020 DOVFD Operations Contribution	100,000.00	100,000.00	0.00	100.0%
570021 General Liability Insurance	8,473.48	7,200.00	1.273.48	117.7%
570022 · Worker's Compensation Ins	2,456.41	2,500.00	-43.59	98.3%
Total 570000 · Double Oak Vol. Fire Departm	110,929.89	109,700.00	1,229.89	101.1%
Total Expense	1,734,734.28	2,173,004.00	-438,269.72	79.8%
Net Ordinary Income	459,131.38	0.00	459,131.38	100.0%
Net Income	459,131.38	0.00	459,131.38	100.0%

#### **Double Oak Police CID Report September 2022**

Here is a quick update on CID cases and or activity over the last month.

- -220076037 Felony Theft of Property (Wood fence panels removed from neighbors' property). Filed case via E-file.
- -Meinzer Case file still awaiting trial on November 1<sup>st</sup>. USB drive provided by BVPD was corrupt and unable to find if it had body cam video on it or not as requested by DA- Investigator Smith.
  - -220260166 Info report for Use of Force (felony traffic stop) open, pending Supervisor review.
- **-220250105** Theft of Service Waiting to hear back from Jeff Stevens with Double Oak Concrete if he has received final payment for services rendered.

Changed multiple reports to inactive due to no further investigation / action needed including:

- -Traffic stop Poss Drug paras (two stops)
- Death investigations (two)
- Harassment
- Domestic Violence
- Criminal Trespass warning
- Info report Agency Assist Sexual Assault victim
- Duty upon striking fixed object

Completed one background investigation.

Logged four DWI blood specimen kits returned by DPS Garland Lab associated with four separate reports and secured in Evidence cage refrigerator.

Coordinated and assisted with Child Advocacy Center Sexual Assault forensic interview for Double Oak juvenile victim.

# Double Oak Police Department Activity Log

Date Range: 9/1/2022 - 9/30/2022 Times: All Times

ABANDONED VEHICLE	1
ADMINISTRATIVE DUTY	1
AGENCY ASSIST	17
ALARM	2
ALARM COMMERCIAL FIRE	0
ALARM HOLDUP PANIC SILENT	0
ALARM MEDICAL	0
ANIMAL BITE REPORT	0
ANIMAL COMPLAINT	2
ASSAULT	0
ASSAULT SEXUAL	0
BUILDING CHECK	162
BREATHING PROBLEMS	0
BURGLARY	1
CARBON MONOXIDE OR HAZMAT	0
CARDIAC OR RESP ARREST	2
CHEST PAIN	0
CHILD CUSTODY	0
CLOSE PATROL	12
CONVULSIONS SEIZURES	0
CRIMINAL MISCHIEF	1
CRIMINAL TRESPASS	3
DEADLY CONDUCT	0
DISTURBANCE	1
DISTURBANCE DOMESTIC	0
EMERGENCY MESSAGE	0
ENTRAPMENTS	0
ESCORT COURTESY	0
FALLS	0
FIRE GRASS	1
FIRE ILLEGAL BURN	0
FIRE UNKNOWN	0
FIREWORKS COMPLAINT	0
FOLLOW UP INVESTIGATION	0
FORGERY FRAUD	0
FOUND PROPERTY	0
GUN SHOTS HEARD	1



CALL TYPE	#
HANG UP 911	3
HARASSMENT	2
HEMORRHAGE LACERATIONS	0
ILLEGAL DUMPING	0
INTOXICATED PERSON	0
JUVENILE COMPLAINT	1
LOOSE LIVESTOCK	1
MEET COMPLAINANT	5
MISSING PERSON	1
MOTOR/BOATER ASSIST	2
NEAR DROWNING	0
NOISE COMPLAINT	0
OPEN DOOR	2
ORDINANCE VIOLATION	0
OVERDOSE POISONING	0
PERSON WITH A GUN	0
PSYCH OR SUICIDE ATTEMPT	0
PRISONER TRANSFER	0
RECKLESS DRIVER/BOATER	0
ROAD BLOCKAGE HAZARD	2
ROBBERY	0
SEARCH AND RESCUE	0
SICK PERSON	1
SPECIAL PATROL	4
SUSP PERSON/VEHICLE/ACTIVITY	6
TERRORISTIC THREAT	1
THEFT	1
TRAFFIC	156
TRAFFIC COMPLAINT	1
TRAFFIC TRANSPORT INCIDENT	0
UNCONSCIOUS FAINTING	0
VEHICLE CHECK	0
VEHICLE COMPLAINT	0
VACATION WATCH	74
WALK THRU	3
WARRANT SERVICE	0
WELFARE CONCERN	4

#### TOTAL CALLS FOR SERVICE: 477

TRAFFIC ST	TOPS	#
WRITTEN CITATIONS		55
WRITTEN WARNINGS		96
CITATION W/REPORT		5
	TOTAL STOPS:	156

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# INDEPENDENT ACCOUNTANTS' REPORT ON APPLYING AGREED UPON PROCEDURES

To the Town of Double Oak Double Oak, Texas

We have performed the procedures enumerated below, which were agreed to by the Town of Double Oak, related to the Town of Double Oak's disbursement and accounting for the State and Local Fiscal Recovery Funds (SLFRF) received from the US Department of the Treasury (the "Treasury") passed through the Texas Department of Emergency Management (TDEM). The Town of Double Oak's management is responsible for the management of the SLFRF funds. The sufficiency of these procedures is solely the responsibility of the parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures enumerated below either for the purpose for which this report has been requested or for any other purpose.

#### Background

The Town received \$380,103.65 of SLFRF funds from TDEM on August 23, 2021 as a 50% draw on the \$760,207.30 total SLFRF funds awarded to the Town. Disbursements paid from October 7, 2021 through June 10, 2022 were charged to the SLFRF funds to show disbursement of the \$380,103.65 in full.

In May, 2021 the Treasury published the Interim Final Rule describing eligible and ineligible uses of the SLFRF funds. The Final Rule was published in January, 2022 to take effect on April 1, 2022. The Final Rule provided broader flexibility and greater simplicity in the program as to eligible uses of the funds. Any use of the funds that are consistent with the Final Rule were allowable regardless of when the SLFRF funds were used.

The following details the procedures performed and the results obtained:

#### Agreed Upon Procedures Performed and Results

1. Procedure - Examine the supporting documentation for the disbursements charged to the Town's SLFRF funds to determine that sufficient and appropriate documentation exists.

#### Result:

- For each non-payroll disbursement charged to the SLFRF funds, we obtained and examined the invoice supporting the disbursement and agreed the amount paid and description of the item paid to the invoice with no exceptions.
- For each payroll disbursement charged to the SLFRF funds, we examined
  the employee time sheet, where applicable, and agreed the hours paid
  to the time sheet. For the payroll disbursements for premium pay, we
  examined the paycheck stub and noted that all appropriate tax
  withholdings were made.
- Procedure Compare the disbursements charged to the Town's SLFRF funds to the statutory guidance published in the Treasury's Interim Final Rule and Final Rule to determine whether or not the disbursements were eligible uses of the funds.

General information – the Town charged disbursements in the following categories to the SLFRF funds:

- Premium pay to essential workers, and related benefits
- Sick pay to essential workers who contracted COVID, less related workers compensation reimbursements received
- Drainage infrastructure projects/repairs
- Technology-related costs
- Hygiene and cleaning costs
- Police vehicle purchase

Applicable rules regarding non-payroll eligible uses:

- recipients had the option to make a one-time decision to elect a "Standard Allowance" of up to \$10 million, not to exceed the award allocation, to establish the revenue loss experienced by the Town. The option to make this one-time decision was provided during the April 30, 2022 reporting deadline.
- Recipients can use SLFRF funds on government services up to the revenue loss amount. Government services generally include any service traditionally provided by a government unless Treasury has stated otherwise. Some common examples of government services are:
  - 1. Road building and maintenance, and other infrastructure

- 2. Health services
- 3. General government administration
- 4. Provision of police and other public safety services, including purchase of police vehicles

#### Applicable rules regarding payroll eligible uses:

- SLFRF funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or compensation the eligible workers otherwise received. Premium pay may not exceed \$25,000 for any single worker during the program.
- the eligible worker must perform essential work, meaning work that involves regular, in-person interaction with the public or with coworkers of the individual that is performing the work. Eligible workers include workers needed to maintain continuity of operations of essential critical infrastructure sectors. These include emergency response and local government workforce.
- eligible workers performing essential work and receiving premium pay during the COVID-19 public health emergency must meet one of three requirements:
  - 1. The eligible worker receiving premium pay is earning (with the premium included) at or below 150% of their residing state or county's average annual wage for all occupations on an annual basis, OR
  - 2. The eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, OR
  - 3. The Town must submit written justification to Treasury.
- The Town may not deposit SLFRF funds into a pension fund. However, the term deposit does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll; thus, if an employee's wages and salaries are an eligible use of SLFRF funds, pension fund deposits for the employee may be treated as an eligible use of funds.

#### Results:

- We examined the initial annual Project and Expenditures Report filed by the Town for the period ending March 31, 2022 and confirmed that the Town elected to use the standard allowance equal to the amount of the Town's grant of \$760,207.30, thus establishing that as the amount of the Town's revenue loss.
- Based on the Town's election to use the standard allowance to spend on government services, it was determined that the Town's disbursements for costs in the categories of drainage infrastructure projects/repairs,

- technology-related costs, hygiene and cleaning costs, and the police vehicle purchase are all eligible uses of the SLFRF funds.
- The premium pay paid to each of nine employees of \$25,000 divided by the maximum \$13 per hour means each employee who received premium pay must have worked a minimum of 1,923 hours to be eligible for the maximum premium pay amount. We examined time sheets and Quickbooks payroll reports for each of the nine employees and confirmed that each had worked at least 1,923 hours during the year ended March 31, 2022.
- The nine Town employees who received premium pay all meet the definition of an eligible worker based on the work each performs.
- Concerning the additional eligibility requirements, six of the nine employees qualify as an eligible worker because they are eligible for and are paid overtime when applicable.
- The remaining three employees are salaried employees who are exempt from the Fair Labor Standards Act overtime provisions and do not qualify under that provision for premium pay. We obtained from the Bureau of Labor Statistics the latest occupational wage information (May, 2021 being the latest month available) showing the average annual wage for all occupations on an annual basis for the State of Texas. That figure of \$58,020 times 150% equals \$87,030. Each of the three salaried employees earned (with the \$25,000 premium pay included) more than \$87,030 on an annual basis and thus are not considered an eligible worker under this provision either. Thus, in order for the three salaried employees to be considered eligible workers who qualify for the premium pay, the Town should submit written justification to the Department of the Treasury that explains the Town's decision to include these employees in the premium pay disbursements.
- The Town's use of SLFRF funds for the employer match of social security taxes related to premium pay paid by the Town is an eligible use under the government services provision. However, the Town's use of SLFRF funds for the employer contribution to the Texas Municipal Retirement System related to premium pay paid by the Town is an eligible use for only the six of the nine employees who qualify as an eligible worker.
- Procedure Obtain and examine the reports filed by the Town related to its use of the SLFRF funds to determine if the reports were timely filed and accurately reflect the Town's use of funds.

#### Applicable rules regarding reporting:

 a one-time interim report with expenditures covering the period from March 3, 2021 to July 31, 2021 should be filed within 60 days after first

- receiving funding if the date of award was between July 15, 2021 and October 15, 2021.
- an initial annual Project and Expenditures Report covering the period from March 3, 2021 to March 31, 2022 was required to be submitted by April 30, 2022. Subsequent annual reports will cover one calendar year and must be submitted by April 30.

#### Result:

- TDEM emailed the Town on July 21, 2021 notifying it that their award of SLFRF funds had been approved. We did not find that the one-time interim report for the period March 3, 2021 to July 31, 2021 was filed, though the Town's expenditures of SLFRF funds during that period were zero.
- We obtained and examined the initial annual Project and Expenditures Report filed by the Town related to its use of the SLFRF funds for the period March 3, 2021 to March 31, 2022. The report showed \$63,432.85 cumulative expenditures through March 31, 2022. We also obtained the Town's Quickbooks accounting software report showing the detail disbursements charged to the SLFRF funds during the period August 23, 2021 (the date the Town received the funds) through March 31, 2022. That report shows \$73,299.71 spent during the period, a difference of \$9,866.86.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review, the objective of which would be the expression of an opinion or conclusion, respectively, on the disbursements charged to the SLFRF funds. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of the Town of Double Oak, and is not intended to be, and should not be, used by anyone other than the specified parties.

Hankins, Eastup, Deaton, Tonn & Seay, PC

Henhius, Eastup, Deaton, Torm + Sery

Denton, Texas August 1, 2022

### Drainage Easement (Park Lane at Shady Hill Lane)

Estimate for survey, construction plans
 Construction Cost \$21,000.00
 Engineering Cost \$ 4,500.00

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2022 Mill and Overlay Fee Schedule (Additional Services - Park Lane at Shady Hill Lane)

										3	(2)		
Task	Director	Team	GAVOC	Project	TIB	Sis	Inspector	Clerical	Total	Total	Fees, Materials &	Subtotal	Total
		Leader		Manager		Specialist					Supplies		
Plans, Contracts and Specifications Construction Plans (Approx. # or Sheets)													
Typical section		0.50			1.0				1.5	\$248.40		\$248.40	\$200.00
rian and Pronie With contours Detail		0,50		4.0	8,0				12.5	\$1,859.55		\$1,859,55	\$1,900,00
Survey					Ş				C.7	\$376.05	\$1,000.00	\$376.05	\$400,00
Quantities and Cost Estimates		0.50			1.0				1.5	\$248.40		\$248.40	\$200.00
opecinications / Project Manual		1.00							1,0	\$241.50		\$241.50	\$200.00
SUBTOTAL-Plans, Contracts and Specifications		3.0		4.0	12.0		T	Ī	00,	00000			
		-							13.0	\$2,875.9	0,0001	83,973.9	\$3,900.0
Construction Inspection								ľ					
On site Inspection							4.0		4.0	\$621,00		\$621.00	\$600.00
SUBTOTAL - Construction Inspection Services							4.0	T	A D	SE21 D		0 7036	0000
				l			T	İ		41.700	Ī	3021.0	0,0000
TOTAL PROJECT		3.0		4.0	12.0	İ	40	T	22.0	0.000	00007	0,014	000
			İ	1					20.0	5034.8	0.0001	4084.8	\$4,500.00

Item No.	Description	Unit	Total Quantity		
Section I - I	North Park Place Circle				
	n IA - Paving			Unit Price (\$)	Total (\$)
IA-1	Mobilization (Bonds, Insurance, Move-In, Sanitary Facilities) Note:	LS	1 1	\$1,000,00	\$1,000.00
IA-2	Grading	LS	1	\$1,500.00	\$1,500.00
IA-3	Grouted Rock Riprap	SY	60	\$250.00	\$15,000.00
		SY		1	<b>\$10,000.00</b>
Subtotal - S	Sub-Section IA - Paving				\$17,500.00
20% Contin	gency				\$3,500.00
TOTAL					
					\$21,000.00

THE STATE OF TEXAS
COUNTY OF DENTON

## AGREEMENT FOR FIRE PROTECTION SERVICES

THIS AGREEMENT is made and entered into by and between the Town of Double Oak, Texas, a Type A general law municipality and political subdivision of the State of Texas, hereinafter referred to as "TOWN" and the Double Oak Volunteer Fire Department, an incorporated non-profit AGENCY located in Double Oak, Texas, hereinafter referred to as "AGENCY."

WHEREAS, TOWN is a duly organized political subdivision of the State of Texas and is engaged in the administration of TOWN government and related services for the benefit of the citizens of Double Oak; and

WHEREAS, AGENCY is a non-profit corporation, duly organized and operating under the laws of the State of Texas and is engaged in the provision of fire protection service and related services including but not limited to first responder EMS, search and rescue, fire prevention and education, hazardous materials response, and emergency management for the benefit of the citizens of Double Oak and Denton County; and

WHEREAS, AGENCY is the owner and operator of certain fire protection vehicles and other equipment designed for the extinguishment of fire and prevention of damage to property and injury of persons from fire and has in its employ trained personnel whose duties are related to such vehicles and equipment; and

WHEREAS, TOWN and AGENCY mutually desire to be subject to the provisions of Government Code and Local Government Code and pursuant thereto:

NOW, THEREFORE, TOWN and AGENCY, for the mutual consideration hereinafter stated, agree as follows:

- 1. <u>Effective Date</u>. The effective date of this agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_\_, 2022. The term of this agreement shall continue until either party exercises their option to terminate as listed herein, subject to periodic reviews and addendum by either party as required.
- 2. <u>Services Provided</u>. The services rendered hereunder by AGENCY are fire protection services normally rendered by the AGENCY as hereinafter defined, to citizens of TOWN, to include the provision of first responder fire prevention, fire protection and firefighting emergency services; safety and rescue services; fire marshal services that include plan review and building inspections in the implementation and enforcement of fire codes adopted by the TOWN; and public education and training services. The referenced services as set out herein are rendered by AGENCY in consideration of the funding referenced elsewhere herein, for the common good and

benefit and to serve the public convenience and necessity the citizens of the TOWN. The AGENCY shall:

- a) provide first responder fire protection, fire prevention and firefighting services within TOWN limits of Double Oak, Texas, Denton County, Texas, and may enter into mutual aid agreements with other fire departments and agencies;
- b) submit statements on the Texas Fire Incident Reporting System standardized forms to the State Department of Insurance, Austin, Texas. The AGENCY will also remain a member in good standing of a certified training agency of the State of Texas, i.e., State Fireman's and Fire Marshal's Association and/or Texas Commission on Fire Protection. AGENCY shall participate in the Texas Fire Chief's Association Best Practices Program and will provide status updates to TOWN;
- c) provide home inspection services whereby citizens may request home inspections and education on the use and maintenance of home-based fire alarm and suppression systems, fire safety devices and fire alarms, and the storage and disposal of hazardous waste;
- d) provide immediate response to medical and non-fire related rescues and emergencies through AGENCY's personnel and equipment and through mutual aid agreements with other agencies;
- e) cooperate with TOWN on the TOWN's adoption and implementation of a registration program whereby electric vehicles owned by residents and households and facilities with special needs or unique conditions will be registered with the AGENCY or TOWN in order to assist in identifying locations of special fire hazards and where special firefighting equipment or techniques will be required;
  - a. provide reports to the TOWN's governing body, at least monthly, showing activities and acquisitions, the specific content of which to be determined by each party's liaisons; and
- f) continue to sponsor and conduct the annual July 4<sup>th</sup> parade/picnic and Santa Claus programs.
- 3. Facilities and Public Service Programs. It is further agreed that the TOWN provides the AGENCY use of real property at 1110 Cross Timbers, Double Oak, Texas by which the AGENCY has built and improved a facility (fire station) therein, which real property is accepted for use by AGENCY as is and with all faults. AGENCY assumes all risk, responsibility and liabilities arising from its use and occupancy of the real property and agrees to indemnify and hold harmless TOWN from and against any and all claims, demands, losses, damages and liabilities arising from its use and occupancy of the real property. The use and consumption of alcohol and illegal drugs shall be prohibited on the premises.

It is recognized that the officers and members of AGENCY's Fire Department have duties and responsibilities which include the rendition of fire protection services, and it shall be the responsibility and within the sole discretion of the officers and members of said Fire Department to determine priorities in the dispatching and use of such equipment and personnel, and the judgment of any such officer or member as to any such matter shall be the final determination.

4. <u>Compensation</u>. For the services hereinabove stated, TOWN agrees to pay the AGENCY for the full performance of this Agreement amounts budgeted annually by the TOWN subject to appropriations. The annual budgeted amount may be remitted to AGENCY in quarterly payments, the first such quarterly payment due within 30 days of September 1, 2022. AGENCY understands and agrees that payment by TOWN to the AGENCY shall be made in accordance with the normal and customary processes and business procedures of the TOWN, and conformance with the applicable state law, subject to proper budget appropriations. The amount to be paid by TOWN in any future year shall be subject to the TOWN's budget appropriations and may but need not exceed the amount due for the first year of this Agreement.

The TOWN further agrees that it shall provide and maintain workers compensation and comprehensive general liability coverage for AGENCY.

It is further agreed that the AGENCY shall use other means of fundraisers, solicitations and events as required in the TOWN to further raise funds for operations.

5. <u>Liaisons</u>. The TOWN shall designate the Mayor to act on behalf of the TOWN and to serve as "Liaison Officer" between TOWN and AGENCY. The Mayor or his designated substitute shall insure the performance of all duties and obligations of the TOWN herein stated, and devote sufficient time and attention to the execution of said duties on behalf of the TOWN in full compliance to the terms and conditions of this agreement and provide supervision of the TOWN's employees, agents, contractors, sub-contractors and/or laborers, if any, in the furtherance of the purposes, terms and conditions of the agreement for the mutual benefit of TOWN and AGENCY.

The AGENCY shall designate the Fire Chief to act on behalf of the AGENCY and to serve as the "Liaison Officer" between AGENCY and TOWN. The Fire Chief or his designated substitute shall ensure the performance of all duties and obligations of AGENCY as hereinafter stated, devote sufficient time and attention to the execution of said duties on behalf of AGENCY in full compliance with the terms and conditions of this agreement and shall provide immediate and direct supervision of the AGENCY employees, agents, contractors, sub-contractors and and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this agreement for the mutual benefit of AGENCY and TOWN.

6. Liability. TOWN agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all TOWN officers, employees, and agents. AGENCY agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all AGENCY officers, employees, and agents. TOWN and AGENCY understand and agree that liability under this Agreement is governed by the applicable provisions of the Texas Government Code and the Texas Local Government Code, as well as governmental, sovereign, official and qualified immunities. In

providing services under this Agreement, AGENCY is fulfilling a governmental function of the TOWN.

- 7. Default and Termination. In event of any default in any of the covenants herein contained, this Agreement may be forfeited and terminated at either party's discretion if such default continues for a period of thirty (30) days. Written notice of such default and intention to declare this agreement terminated, shall be given to the other party at least thirty (30) days prior to the effective date of termination. Unless the default is cured within the thirty-day time, this Agreement shall terminate as if that were the day originally fixed herein for the expiration of this Agreement. This agreement may be terminated any time by either party giving ninety (90) days advance written notice to the other party. In the event of termination by either party, AGENCY shall be compensated pro rata for all services performed to termination date. Acceptance of such compensation shall not constitute a waiver of any claim that may otherwise arise out of this agreement.
- 8. Governmental Function. The fact that TOWN and AGENCY accept certain responsibilities related to the rendition of fire protection services under this agreement as part of their responsibility for providing protection for the public health makes it imperative that the performance of these vital services be recognized as a governmental function and that the doctrine of government immunity shall be and is hereby invoked to the extent possible under the law. Neither the AGENCY nor TOWN waives nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising from the exercise of government powers and functions. Nothing in this Agreement shall be construed so as to grant or confer any right or interest in any person not a party to this Agreement.
- 9. <u>Entire Agreement</u>. This agreement represents the entire and integrated agreement between AGENCY and TOWN and supersedes all prior negotiations, representations and/or agreements, either written or oral. This agreement may be amended only by written instruments signed by both AGENCY and TOWN.
- 10. <u>Governing Law</u>. This agreement and all of its terms and provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Exclusive venue of any action arising under this Agreement shall be in the courts of appropriate jurisdiction of Denton County, Texas.
- 11. <u>Severability</u>. In the event that any provision or portion of this Agreement may be determined to be invalid or unenforceable, it is the intent of the parties hereto that the remaining provisions shall remain valid and in full force and effect to the extent possible.
- 12. <u>Authority</u>. The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

EXECUTED	in duplicate	originals, t	this the	day of_	. 2	022

### TOWN OF DOUBLE OAK, TEXAS

# DOUBLE OAK VOLUNTEER FIRE DEPARTMENT

By, Mayor	By, its
ATTEST:	
Town Secretary	

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#### 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. <u>Term:</u> This Agreement shall commence on October 1, 2022 and end September 30, 2023, 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. <u>Service Calls:</u> Koehler will provide building inspection and special services in consideration for the payment to be made by Double Oak under Section 4a.
- c. <u>Special Services:</u> Koehler will provide public infrastructure inspections at the direction of/or under the supervision of the Town Engineer.
- d. <u>Equipment and Availability</u>: 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. <u>Double Oak's Obligations:</u> 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 Pro Tem

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

- Section 8. <u>Dispute Resolution:</u> 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. <u>Venue:</u> 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

- 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.
- 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, 2022, in duplicate originals.

Town of Double Oak:		
Patrick Johnson, Mayor Pro Tem	Steven J. Koehler	
Attest:	Attest:	

# PROFESSIONAL SERVICES AGREEMENT BETWEEN TOWN OF DOUBLE OAK, TEXAS AND SAFEbuilt TEXAS, LLC

This Professional Services Agreement ("Agreement") is made and entered into by and between Town of Double Oak, Texas, ("Municipality") and SAFEbuilt Texas, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

#### **RECITALS**

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

#### 1. SCOPE OF SERVICES

Consultant will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

#### 2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

#### 3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

#### 4. **INVOICE & PAYMENT STRUCTURE**

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

#### 5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

#### 6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

#### 7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

#### 8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

#### 9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

#### 10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as

determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

#### 11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

#### 12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any

incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

#### 13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

#### 14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease policy limit, and one million dollars (\$1,000,000) bodily injury by disease each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

#### 15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

#### 16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

#### 17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

#### 18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

#### 19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

#### 20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

#### 21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that is it registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

#### 22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 25% of the employee's annual salary including bonus.

#### 23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Consultant:
Randall Anglin, Public Works Director	Joe DeRosa, CRO
Town of Double Oak	SAFEbuilt, LLC
320 Waketon Road	444 N. Cleveland, Suite 444
Double Oak, TX 75077	Loveland, CO 80537
Email: randall.anglin@doubleoak.texas.gov	Email: jderosa@safebuilt.com

#### 24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

#### 25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

#### 26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

#### 27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

#### 28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

#### 29. TEXAS GOVERNMENT CODE/PROHIBITION OF BOYCOTT ISRAEL

Consultant verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001/2270.001, as amended.

#### 30. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Texas, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

#### 31. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

#### 32. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

#### 33. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

#### 34. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Gary Amato, CAO SAFEbuilt Texas, LLC	Date	
Signature Town of Double Oak, Texas	Date	
Name and Title Town of Double Oak, Texas		

(Balance of page left intentionally blank)

#### **EXHIBIT A – LIST OF SERVICES**

#### 1. LIST OF SERVICES

#### Building, Electrical, Plumbing, Mechanical, OSSF and Fire

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Consultant's Inspector may perform in person or virtual inspections at inspector discretion.
  - Either inspection type may be used on the same permitted project
- ✓ Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage inspections
- ✓ Perform OSSF inspection services, as Municipality's designated representative (DR)
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Discuss inspection results with site personnel

#### **Plan Review Services**

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Provide fire suppression, sprinkler, alarm system, fire access and hazmat storage plan review
- ✓ Perform OSSF plan review services, as Municipality's designated representative (DR)
- Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Reporting Services

✓ Consultant will work with Municipality to develop a mutually agreeable reporting schedule and format

#### 2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will issue permits and collect all fees.
- ✓ Municipality will provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake plans and related documents and submit to Consultant electronically

#### 3. TIME OF PERFORMANCE

- ✓ Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis
- Consultant representative(s) will be available by cell phone and email

Deliverables Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW	Provide comments within the following timeframes:		
TURNAROUND TIMES	Day 1 = first full business day after receipt of plans and all supporting documents		
	Project Type:	First Comments	Second Comments
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within	15 business days	5 business days or less
	(under \$2M in valuation)		
	✓ Large commercial within	20 business days	10 business days or less
	✓ OSSF within	7 business days	5 business days or less

#### **EXHIBIT B – FEE SCHEDULE FOR SERVICES**

#### 1. FEE SCHEDULE

- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows and shall be
  effective the 1st (first) day of the month following full execution of Agreement.

ONE- & TWO-FAMILY RESIDENTIAL FEES				
Full Service - Construction Plan Review and Inspection (Turnkey)				
Square Footage	Fee			
0 to 1500 square feet	\$810.00			
1501 to 10,000 square feet		\$810.00 for the first 1500 square feet plus \$0.33 for each additional square foot up to and including 10,000 square feet		
Over 10,000 square feet	\$3,700.00 for the fir	\$3,700.00 for the first 10,000 square feet plus \$0.13 for each additional square foot over 10,000 square feet		
Supplemental Plan Review Servi	CANAL CONTRACTOR OF THE PROPERTY OF THE PROPER		14.5	
\$400.00 per residential dwelling				
Supplemental Inspection Service	Only (No Plan Review	Service)	1	
Construction Inspection - Single I	amily Residential	\$70.00 per stop (address, building or unit)		
Substandard Structure Inspection (Includes inspection, reporting and testifying)  \$125.00 an hour				
Above rates include demolition inspection or inspection of all disciplines at address				
Additional Services - Plan Revie	w and Inspection			
Remodels and accessory structure	es that include electric	al, plumbing, or mechanical will be billed at \$0.54 per	SF	
Accessory structures not including	g electrical, plumbing,	or mechanical will be billed at \$0.42 per SF		
Single Trade Permits  • Mechanical, Electi	rical, or Plumbing	\$70.00 per inspection – includes re-inspection		
Irrigation Permits		\$100.00 – Inspection		
Generators / Solar Panels		\$175.00 - Plan Review & Inspection		
Certificate of Occupancy		\$60.00 per inspection		
Swimming Pool		\$475.00 - Plan Review & Inspections		
Fence Inspections (Subdivision, Screening, etc)		\$1.50 per lineal foot		
OSSF (On Site Sewage Facility)		\$400.00 per OSSF permit – Plan Review & Inspection		
OSSF Complaint Investigation \$70.00 per site visit				
Inspection Service Drive Time		\$60.00 per hour – two (2) hour minimum		

MISCELLANEOUS FEES		
Inspection Type	Fee	
Public Works Inspections	2.5% of Project Valuation	
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum	
Substandard Structure Inspections <ul><li>Included inspection, reporting and testifying</li></ul>	\$125.00 per hour – one (1) hour minimum	

Plan Review Service - New, Re	emodel, Addition, Altera	ation	
Project Valuation	Fee		
\$1.00 to \$10,000	\$40.00		
\$10,001 to \$25,000		t \$10,000 plus \$4.76 for each additional \$1,000; or o and including \$25,000	
\$25,001 to \$50,000		st \$25,000 plus \$3.43 for each additional \$1,000; or o and including \$50,000	
\$50,001 to \$100,000		st \$50,000 plus \$2.38 for each additional \$1,000; or o and including \$100,000	
\$100,001 to \$500,000		st \$100,000 plus \$1.90 for each additional \$1,000; or o and including \$500,000	
\$500,001 to \$1,000,000		first \$500,000 plus \$1.62 for each additional \$1,000; or o and including \$1,000,000	
\$1,000,001 and up	\$1,906.98 for the fraction thereof	\$1,906.98 for the first \$1,000,000 plus \$1.07 for each additional \$1,000; or	
Construction Inspection Servi	ce – New, Remodel, Add	lition, Alteration	
Project Valuation	Fee		
\$1.00 to \$10,000	\$70.00	\$70.00	
\$10,001 to \$25,000		\$99.67 for the first \$10,000 plus \$7.70 for each additional \$1,000; or fraction thereof, to and including \$25,000	
\$25,001 to \$50,000	\$215.19 for the first	\$215.19 for the first \$25,000 plus \$5.56 for each additional \$1,000; or fraction thereof, to and including \$50,000	
\$50,001 to \$100,000	\$354.06 for the firs	\$354.06 for the first \$50,000 plus \$3.85 for each additional \$1,000; or fraction thereof, to and including \$100,000	
\$100,001 to \$500,000		\$546.56 for the first \$100,000 plus \$3.03 for each additional \$1,000; or fraction thereof, to and including \$500,000	
\$500,001 to \$1,000,000	1	\$1,778.56 for the first \$500,000 plus \$2.61 for each additional \$1,000; or fraction thereof, to and including \$1,000,000	
\$1,000,001 and up	\$3,084.81 for the f	\$3,084.81 for the first \$1,000,000 plus \$1.73 for each additional \$1,000; or	
Supplemental Inspection Serv		w Service)	
Construction Inspection - Com		\$85.00 per stop (address, building or unit)	
Substandard Structure Inspection (Includes inspection, reporting and testifying) \$125.00 an hour		itying)	
Above rates include demolition	n inspection or inspectio	n of all disciplines at address	
Additional Services - Plan Rev	view and Inspection		
Single Trade Permits  • Mechanical, Ele	ctrical, or Plumbing	\$85.00 per inspection – includes re-inspection	
A December 1		\$85.00 per inspection	
		\$800.00 - Plan Review and Inspections	
		\$475.00 per OSSF permit – Plan Review & Inspection	
OSSF Complaint Investigation		\$85.00 per site visit	

Plan Review Services - New, Remodel, Addition, Alteration		
Project Valuation	Fee	
\$1,000.00 and less	\$45.00	
\$1,001.00 to \$25,000.00	\$189.00	
\$25,001.00 to \$50,000.00	\$315.00	
\$50,001.00 to \$100,000.00	\$515.00	
\$100,001.00 to \$500,000.00	\$850.00	
\$500,001.00 to \$1,000,000.00	\$1,100.00	
\$1,000,001.00 to \$3,000,000.00	\$1,600.00	
\$3,000,001.00 to \$6,000,000.00	\$2,400.00	
\$6,000,001.00 and up	\$2,400.00 plus \$0.25 for each additional \$1,000.00	
Inspection Services - New, Remodel, Addition, A	Iteration	
Project Valuation	Fee	
\$1,000.00 and less	\$45.00	
\$1,001.00 to \$25,000.00	\$250.00	
\$25,001.00 to \$50,000.00	\$550.00	
\$50,001.00 to \$100,000.00	\$850.00	
\$100,001.00 to \$500,000.00	\$1050.00	
\$500,001.00 to \$1,000,000.00	\$1,350.00	
\$1,000,001.00 to \$3,000,000.00	\$1,900.00	
\$3,000,001.00 to \$6,000,000.00	\$2,850.00	
\$6,000,001.00 and up	\$2,850.00 plus \$0.25 for each additional \$1,000.00	
Additional Services – Plan Review and Inspection		
Fire Sprinkler Pump	\$100.00	
Water Tanks for fire prevention	\$100.00	
Type I Hood with auto fire extinguishing system	\$100.00	
Annual Fire Inspection	\$118.00 per hour – one (1) hour minimum	

#### EXHIBIT C – MUNICIPAL SPECIFIED OR SAFEBUILT PROVIDED SOFTWARE

- 1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
- 2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements.

  Municipality will provide the following information to Consultant.
  - ✓ Municipal technology point of contact information including name, title, email and phone number
  - ✓ List of technology services, devices and software that the Municipality will provide may include:
    - Client network access
    - Internet access
    - Proprietary or commercial software and access
    - Computer workstations/laptops
    - Mobile devices
    - Printers/printing services
    - Data access
    - List of reports and outputs

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patrick.johnson 12@verizon.net

#### **EXECUTIVE SUMMARY**

#### PRESIDENT LEADERSHIP | VP REGIONAL OR DISTRICT SALES LEADERSHIP | CHANNEL SALES DIRECTOR

A strategic leader with a strong competitive spirit with proven experience in exceeding business goals and initiatives. Expert in Sales and Leadership with a history known for delivering and sustaining revenue and profit gains within a highly competitive geography in the North American Marketplace. Exceptional communicator with consultative sales style and strong negotiation skills, exceptional problem-solving abilities, and an aptitude for getting the most out of associates and clients. Aggressively identify abilities in associates to drive opportunities, develop team focus and provide strategic business solutions. Dedicated to maintaining a reputation built on quality, service, and uncompromising ethics.

#### **AREAS OF EXPERTISE**

- Strategic/Tactical Planning
- Solution Design
- Sales Team Training
- P & L/Financial Reporting

- Account Development
- Leadership/Coaching
- Process Formulation
- Sales Presentations/Closing
- Target Marketing
- Sales Analysis
- Budget Management
- Contract Negotiations

#### **PROFESSIONAL EXPERIENCE**

COMCO SYSTEMS - Lake Dallas, TX

#### President - United States - Lake Dallas, TX

4/2020 - Present

Leadership of 55 Year Privately held Pneumatic Tube Manufacturing company overseeing all aspects of the business including manufacturing, engineering, accounting, IT, procurement, service, service support and sales. Responsible for all strategies and driving financial performance for Comco Systems.

 Improved Organizational Health of company in first year including new company culture
Improved financial performance of company by over 30.2% in revenue in 2 years 4 months

#### NAUTILUS HYOSUNG AMERICA - Irving, TX

4/2017 - 4/2020

#### Director of Strategic Partnerships – United States – Irving, TX

Develop new Channel called Strategic Partnerships focused on software and core providers, managed service providers and service bureaus. Strategize the build out of people and process to drive new revenue streams for Hyosung.

**National Director of the FI Sales Channel** with main objectives to build and define strategies for growing the success of the FI Channel while strengthening the support and partnership with our value-added resellers. Recruit new partnerships to the FI Channel portfolio. Drive unit growth and revenue through creative partner programs. Coach and Mentor FI Channel Sales Managers to success with dealer partners. **Achievements:** 

chie	nievements:			
	Channel Sales Team 2017 vs. 2016 Y.O.Y Unit Sales increase by 42% and Revenue Dollars by 52%			
	Channel Sales Team 2018 vs. 2017 Y.O.Y Unit Sales increase by 32% and Revenue Dollars by 41%			
	Channel Sales Team Record year of \$98M in Revenue in 2019, \$52M in Revenue in 2018			
	Channel Sales Team Increased Channel Market Share by 17.3% in 2019			
	Channel Sales Team recognized as Team of the Year in 2018			
	Complete Reorganization of FI Channel Dealers with new Reseller Program			

**469-586-9644** 

patrick.johnson 12@verizon.net

FISERV, INCORPORATED -	Brookfield.	WI
------------------------	-------------	----

1/2014 – 4/2017

#### Vice President, Client Partner Sales, Bank Solutions – Western Region – Dallas, TX

Lead/Coach the Client Partner Sales staff and support the Fiserv Client Partner Sales function. This includes motivating a team of Client Partner Sales Executives to develop a highly effective sales strategy for each client relationship, assuring client retention, revenue generation and client satisfaction.

#### **Achievements:**

Sales Team Increased 2014 Y.O.Y Sales by 31.4%, 2015 Y.O.Y Sales by 13.7%, 2016 Y.O.Y Sales by 57.2%
Sales Team Exceeded 2014 Plan by 122%, 2015 Plan by 136%, 2016 Plan by 116%
Sales Team 3 Year Sales Attainment 125.9% of Plan, 2016 Year Over 2013 Year 135% Increase in Attainment
Achieved 2015 "Pinnacle Club" for leadership and sales performance excellence.
Coached Non-Selling Client Partners into Sales Producing Client Partner Sales Executives in 3 Years.

#### DIEBOLD INCORPORATED - North Canton, OH

12/1999 - 1/2014

#### Regional Sales Manager/Client Executive - North Texas/Oklahoma, 2005-2014

Nine plus years of proven success in the Sales Leadership field for Diebold. Led, managed & coached sales teams located in North Texas and Oklahoma. Drove market penetration in defined geographic area.

- Managed all aspects of defined geographic accounts for Diebold including sales, revenue, AR,
   P & L, hardware, software, pro-services, services.
- ☐ Developed long and short-range strategic business plans for sales region.
- Implemented strategies to improve penetration in competitor accounts, provided guidance to sales team by coaching and mentoring in expanding new relationships within existing account base.

#### **Achievements:**

- ☐ Exceeded Team Sales Goals 8 of 9 Years in Position
- ☐ Grew Team Revenue from \$23M in 2005 to Over \$38M in 2012
- ☐ Awarded "Regional Sales Manager" of the month four times
- ☐ Achieved Diebold's exclusive "Master's Circle" award for performance excellence 6 times and "Circle of Excellence" once

Sales Manager/Account Executive, 2004-2005 Senior Sales Representative, 1999-2004

#### PROFESSIONAL EXPERIENCE CONTINUED

Simplex Building Systems, Sales Representative, Omaha, NE	1999
Fujitsu/ICL, Account Executive, La Jolla, CA	1998
Applied Communications, Inc., ATM Marketing Manager, Omaha, NE	1997
Diebold Incorporated, Account Manager, Omaha, NE/Minneapolis, MN	1993 – 1997
John H. Harland Co., Territory Sales Representative, Omaha, NE	1988 – 1993

#### **EDUCATION**

#### **BACHELOR OF SCIENCE, BUSINESS ADMINISTRATION**

Northwest Missouri State University Class of 1987 – Maryville, MO Varsity Football 1984, 1985 Ellsworth Community College – Iowa Falls, IA Varsity Football 1982, 1983 **469-586-9644** 

patrick.johnson 12@verizon.net

#### **PROFESSIONAL DEVELOPMENT**

- University of Michigan Effective Sales Management
- Leader to Leader Leading Yourself
- Leader to Leader Leading Others to Lead Themselves
- Building Relationship Versatility: Social Styles at Work
- Performance Management Evaluating Your Direct Reports

- · IBM School of Banking
- Coaching for Performance
- Selling Solutions
- · Professional Selling Skills
- · Sales Management (SPI)

#### **PROFESSIONAL ORGANIZATIONS AND AFFILIATIONS**

IBAT – Independent Bankers Association of Texas ICBA – Independent Community Bankers of America TBA – Texas Bankers Association TPA – Texas Pharmacy Association



DATE: September 29, 2022

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

### APPLICATION FOR TOWN COUNCIL

As an applicant for a Council appointment, 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: Mike Donnellly	
ADDRESS: 302 E. Carruth Lane	, Double Oak TX 75077
<b>CONTACT PHONE:</b> 214-448-9	337 EMAIL: mtefm@yahoo.com
OCCUPATION: (If retired, ple	ase indicate former occupation or profession)
Fleet Service	
PROFESSIONAL AND/OR CO	MMUNITY ACTIVITIES:
<u></u>	
	J FEEL MAKE YOU A GOOD CANDIDATE FOR THIS EVIOUS VOLUNTEER POSITIONS:
REFERENCES:	8
MAIL COMPLETED FORM TO:	TOWN OF DOUBLE OAK
OR FAX / E-MAIL TO:	TOWN SECRETARY 320 WAKETON ROAD DOUBLE OAK, TEXAS 75077
UK FAA / E-MAIL IU:	FAX (972) 539-9613 EMAIL:

<u>eileen.kennedy@doubleoak.texas.gov</u> **or** <u>lynn.jones@doubleoak.texas.gov</u>

## **Eileen Kennedy**

From:

Mike Donnelly <mtefm@yahoo.com>

Sent:

Monday, September 5, 2022 12:15 PM

To:

Patrick Johnson; Connie Schoenrade; Casey Parsons; jean.hillyear@doubleoak.texas.gov;

Scott Whisenhunt

Cc:

Eileen Kennedy; Lynn Jones; Mike Donnelly

Subject:

Nomination & consideration for vacant Double Oak Mayor seat

CAUTION: [EXTERNAL EMAIL]

Monday, September 5, 2022

Double Oak Town Council,

I would appreciate if the Town Council would put my name up for nomination and consider me for the vacant Double Oak Mayor seat.

Thank you for your service,

Mike Donnelly 214-448-9337

### **Eileen Kennedy**

From:

Connie Schoenrade

Sent:

Tuesday, September 13, 2022 12:40 PM

To:

Eileen Kennedy

Subject:

FW: Mike Donnelly

Please provide for the town records.

From: Carrie Stephens < carrie stephens@ymail.com>

Sent: Friday, September 9, 2022 5:46 PM

To: Patrick Johnson <patrick.johnson@doubleoak.texas.gov>; Connie Schoenrade

<connie.schoenrade@doubleoak.texas.gov>; Jean Hillyer < jean.hillyer@doubleoak.texas.gov>; Scott Whisenhunt

<scott.whisenhunt@doubleoak.texas.gov>; Casey Parsons <casey.parsons@doubleoak.texas.gov>

Subject: Mike Donnelly

**CAUTION: [EXTERNAL EMAIL]** 

## Greetings Double Oak Town Council,

This email is being sent to acknowledge that we support the immediate appointment of Mike Donnelly to Mayor of Double Oak.

Best Regards,

Carrie and Jeff Stephens 205 Thornhill Circle

#### **Eileen Kennedy**

From:

Connie Schoenrade

Sent:

Tuesday, September 13, 2022 12:41 PM

To:

Eileen Kennedy

**Subject:** 

FW: Mayor Appointment, Mike Donnelly

Please provide for the town records.

----Original Message----

From: J Hanna < jjhannatx@gmail.com > Sent: Friday, September 9, 2022 11:46 AM

To: Connie Schoenrade <connie.schoenrade@doubleoak.texas.gov>

Subject: Mayor Appointment, Mike Donnelly

CAUTION: [EXTERNAL EMAIL]

Connie,

I would like to express my support for having Mike Donnelly appointed as interim mayor.

Mike is someone that can immediately fill the position with no learning curve.

Mike is someone that can hopefully bring stability back to our town.

Mike is someone who has the trust and confidence of many town residents.

Mike already has a working relationship with county and surrounding town officials.

With all due respects to current council members, having Mike appointed as mayor, would solve the issue of an open council seat, if a current council member were appointed.

Jerome Hanna

250 Ridgebriar

Double Oak

Cynthia A. Ray

170 Whistling Duck Ln Double Oak, TX 75077 571-606-2271

#### PROFESSIONAL EXPERIENCE

#### Consulting

#### Tatum, a Randstad company, Dallas, TX

#### Principal, Risk Advisory Services, Internal Audit & SOX 2013 - Present

Responsibilities as the leader of the Dallas region Risk Advisory Services, Internal Audit and SOX practice include: Building trusted relationships with certain C-level executives and taking the lead role in maintaining primary contact with significant clients, providing superior service that is used as a reference for obtaining additional work. Successfully manage the profitability of client engagements. Demonstrate technical competence in product group and industry. Participate in knowledge sharing communications, such as presentations and newsletters, most recently presenting engagement strategies to our professionals during our company wide quarterly Town Hall meeting.

Design and develop standard templates, methodologies, and tools for use on future projects/engagements. Set a climate for high performance and portray a clear sense of vision and direction. Build leadership skills in others. Maintain and enhance the strategic alignment of our products, industry, geography, and clients and counsel team members regarding their performance and careers. Convert client business problems into additional sales opportunities. Actively network within the marketplace and uncover new opportunities with current and non-current clients and close on opportunities through leadership, proposal writing and client interactions. Execute a strategy to acquire new clients in own area of specialization and demonstrate consistency in values, principles, and work ethics.

#### McGladrey LLP, Vienna, VA

#### Manager, Risk Advisory Services, Internal Audit & SOX 2011 - 2013

As Consulting Manager, in the Mid-Atlantic region, served our financial institution and commercial clients in Risk Management, Internal Audit, and Sarbanes Oxley and provided Business Process Improvement services to a wide variety of our SEC, Private and Financial Services clients. From November of 2011 to June of 2012 served as the interim leader of the Risk Advisory Service practice while a national search was conducted to fill an open Partner position within the DC/Virginia region.

## Jefferson Wells International (Wholly owned subsidiary of Manpower), Dallas, TX Engagement Manager, Internal Audit & Controls 2005 - 2009

Led teams of internal audit professionals at assigned client locations and directed SOX Compliance efforts for a majority of public companies and served as Director of Internal Audit for a main client, Tier Technologies, Inc. (beginning in 2006).

- Interacted with client's external auditors and client management.
- Developed and executed a risk-based internal audit plan. Tracked and assessed deficiencies/exceptions noted during internal audits and SOX Compliance projects.
- Prepared quarterly reporting packages for presentation to management and the Audit Committee, summarizing results of internal audit activities and top audit issues.
- Coordinated with external auditors, department leaders, and Audit Committee as necessary to meet objectives and performed special projects and investigations as necessary for client's management.

### Internal/External Audit

## ACI Worldwide/Official Payments Corp (f/k/a Tier Technologies, Inc.), Reston, VA <u>Director, Internal Audit & Internal Controls over Financial Reporting 2009 - 2011</u>

As Director of Internal Audit, I led a team of internal audit associates and directed the SOX 404 Compliance efforts.

- Led the development and execution of the risk-based internal audit plan and coordinated the internal audit risk assessment with other compliance functions, including Information Security and Anti-Money Laundering Compliance as well as the company's Enterprise Risk Management program.
- Collaborated closely with the Director of Information Security on the Payment Card Industry-Data Security

## Cynthia A. Ray

170 Whistling Duck Ln Double Oak, TX 75077 571-606-2271

System (PCI-DSS) and SAS 70 Compliance initiatives.

- Assessed deficiencies/exceptions noted during internal audits and SOX 404 Compliance and ensured tracking of remediation efforts.
- Prepared and presented quarterly reporting packages for management and the Board of Directors, summarizing results of internal audit activities and top audit issues.
- Coordinated with the Audit Committee, department leaders, and external auditors as necessary to meet objectives and performed special projects and investigations as necessary, working closely with CEO, CFO and COO on a daily basis.

# DFW International Airport, Department of Audit Services, Dallas, TX Senior Auditor

- Directed and participated in performance auditing on assigned projects
- Interpreted policy and procedure and applied professional accounting and auditing principles and standards to assess and evaluated complex financial records and operation systems
- Identified and analyzed causes of uneconomic and inefficient practices; assessed alternatives which might yield
  desired results and developed recommendations for bringing programs into compliance with goals and
  objectives and drafted reports documenting findings
- Performed research to locate and summarize laws and ordinances or reviewed legal summaries to determine if the program being evaluated was in compliance

### PricewaterhouseCoopers, LLP, Fort Worth, TX Senior Associate, Assurance and Business Advisory Services

- Audit client industries included SEC banking, auto dealerships, oil and gas and not for profit organizations
- Designed audit plans, reviewed work papers, strengthened rapport with audit and client management, provided value added recommendations to increase profits and improve efficiency, drafted audit reports, monitored audit economics, and supervised audit associates
- Evaluated internal controls through process mapping, developed tests of controls, performed control testing, and proposed recommendations for improvement
- Performed FAS 133 research and regression analysis using PwC software

#### KPMG, LLP, Dallas, TX

#### Supervising Senior Associate, Assurance

Planned and performed financial statement audits of banks and real estate of major clients, as well as supervised Employee Benefit Resource Center for audits of employee benefit plans of major SEC clients

- Managed and executed external audit engagements for large and small SEC clients; audit industries included software and telecommunications companies including the MCI WorldCom bankruptcy
- Supervised and reviewed work of all staff level (assistant, staff, senior,) accountants on respective engagements and trained staff accountants on KPMG's Business Measurement Process Audit Methodology

#### **EDUCATION**

## Harding University, Searcy, Arkansas

Bachelor of Business Administration, Accounting, cum laude Bachelor of Science, Public Administration, magna cum laude

#### AWARDS/ASSOCIATIONS/CERTIFICATIONS

Accounting Society

Barristers Law Club

Pi Sigma Alpha, Political Science National Honor Society

Alpha Chi National Honor Society

Institute of Internal Auditors

American Institute of Certified Public Accountants Certified Public Accountant (AR, 7903, inactive)

American Studies Distinguished Students

Updated: 9/13/2022

1.	Phyllis Meyerson Chair 133 East View Court H 972-539-0370 C 972-333-9626 phylliscmeyerson@gmail.com	9-22	6.	Alternate Jeff Graves 250 Simmons Road C 817-845-5383 Jgraves13@aol.com	9-23
2.	Candy Lamel 210 Cedarcrest Lane H 817-567-1381 C 214-686-1822 candylamel@aol.com	9-22	7.	Dirk Meilinger 315 Lake Trail Court C 214-926-8537 dirk@meilinger.com	9-23
3.	Marty Robbins Co-Chair 801 Cross Timbers Drive C 972-948-9159 Martin.g.robbins@gmail.com	9-23	8.	Richard (Dick) Ulrich 420 Simmons Road C 469-235-8342 rvulrich@verizon.net	9-22
4.	Karen Smith 168 Meadowknoll C 214-763-1892 Kdsmith516@gmail.com	9-22	9.	Vacant	9-22
5.	Jeff Hardgrave 335 Thornhill Circle C 469-261-1662 jhardgrave@verizon.net	9-23	10.	Vacant	
			11.	Vacant	9-21

**DATE: August 17, 2022** 

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

NAME: Phyllis Meyerson		
ADDRESS: 133 East View Ct	#II———————————————————————————————————	
HOME PHONE: (972) 333-9626	WORK I	PHONE: (972) 333-9626_
EMAIL ADDRESS: phylliscmeyerso	n@gmail.com	
BOARDS/COMMISSIONS/COMMI SERVE	TTEES ON WH	IICH YOU CURRENTLY
BOARD/COMMISSION/CO	MMITTEE	DATES SERVED
BOARD OF ADJUSTMENT		2008 - Current
PLANNING AND ZONING COMM	ISSION	
ARE YOU WILLING TO BE CONS ANOTHER TERM:	SIDERED FOR I	REAPPOINTMENT FOR
	$\mathbf{x}\square$	YES
		NO
AREA OF EXPERTISE, i.e., LONG ARCHITECT, ETC. Long Tir currently serving as Chair, previous	me Resident, Bed	
MAIL COMPLETED FORM TO:	320 WAKI	F SECRETARY ETON ROAD OAK, TEXAS 75077
OR FAX / E-MAIL TO:	`	(2) 539-9613 secretary@double-oak.com



DATE: 81822

## DOUBLE OAK

NAME: Karen Smith	
ADDRESS: 168 Meadoud	Knoll
HOME PHONE: 214-763-1892	WORK PHONE:
EMAIL ADDRESS: Kdsmith 51	Le egnail, com
BOARDS/COMMISSIONS/COMMITT	EES ON WHICH YOU CURRENTLY SERVE
BOARD/COMMISSION/COMM	TITTEE DATES SERVED
BOARD OF ADJUSTMENT:	rent
PLANNING AND ZONING COMMISS	ION:
STANDING COMMITTEE:	
ARE YOU WILLING TO BE CONSIDE TERM:	CRED FOR REAPPOINTMENT FOR ANOTHER
	YES
	□ NO
AREA OF EXPERTISE, i.e., LONG TIM	TE RESIDENT, REAL ESTATE, ARCHITECT,
Also on Masker Pla	TOWN OF SECRETARY  TOWN OF SECRETARY  TOWN OF SECRETARY  TOWN OF SECRETARY
MAIL COMPLETED FORM TO:	TOWN OF SECRETARY  320 WAKETON ROAD  DOUBLE OAK, TEXAS 75077
OR FAX / E-MAIL TO:	FAX: (972) 539-9613 E-MAIL: townhall@doubleoak.texas.gov



DATE: 8/26/2022

## **DOUBLE OAK**

NAME: DONNA G	3i/liam
ADDRESS: 221 WA,	KETON Ext
HOME PHONE:AA	WORK PHONE: 972-822-7/4/
EMAIL ADDRESS:	NA 7M 7G @ GMAil-com
BOARDS/COMMISSIONS/COMMITTE	EES ON WHICH YOU CURRENTLY SERVE
BOARD/COMMISSION/COMMI	ITTEE DATES SERVED
BOARD OF ADJUSTMENT:	
PLANNING AND ZONING COMMISSI	ION: P SEVERAL YEARS
STANDING COMMITTEE:	
ARE YOU WILLING TO BE CONSIDE TERM:	ERED FOR REAPPOINTMENT FOR ANOTHER
	YES
	□ NO
AREA OF EXPERTISE, i.e., LONG TIM	ME RESIDENT, REAL ESTATE, ARCHITECT,
ETC. LOND Time Resido	po 4
MAIL COMPLETED FORM TO:	TOWN OF SECRETARY 320 WAKETON ROAD DOUBLE OAK, TEXAS 75077
OR FAX / E-MAIL TO:	FAX: (972) 539-9613 E-MAIL: townhall@doubleoak.texas.gov



DATE: Aug. 30, 2020

## DOUBLE OAK

APPLICATION FOR REAPPO	INTMEN	TT TO BOARDS/COMMISSION
NAME: Candace Can	dy)	Lamel
ADDRESS: 210 Cedarci	rest	Lane
HOME PHONE: 214-686-1822	(Cell)	K PHONE:
EMAIL ADDRESS: candylams	ela,	aolcom
BOARDS/COMMISSIONS/COMMITTI	EES ON	WHICH YOU CURRENTLY SERVE
BOARD/COMMISSION/COMMI	_	DATES SERVED
	) or may	
BOARD OF ADJUSTMENT: MANY	year	s (was Chairman previously)
PLANNING AND ZONING COMMISSI	10N:	
STANDING COMMITTEE:		
ARE YOU WILLING TO BE CONSIDE TERM:	CRED FO	R REAPPOINTMENT FOR ANOTHER
	V	YES
		NO
AREA OF EXPERTISE, i.e., LONG TIM	1E RESI	DENT, REAL ESTATE, ARCHITECT,
ETC. 19-yr Chreer in Corp. 711	risce,	MBA Bus. Mgt. Nunerous
MAIL COMPLETED FORM TO:		OF SECRETARY PISITIONS
		LE OAK, TEXAS 75077
OR FAX / E-MAIL TO:	FAX:	(972) 539-9613



DATE: 8/30/22

## **DOUBLE OAK**

NAME: RICHARD E. U.	LRKH	
ADDRESS: 420 5 mm cons HOME PHONE: 817-430-42+6	Ra, Ja	166 DAIL, TX 75027
HOME PHONE: 817-430-42-46	_ WORK PH	ONE: 469-235-6342
EMAIL ADDRESS:	DERGEN	. NET
BOARDS/COMMISSIONS/COMMITTE	EES ON WHI	CH YOU CURRENTLY SERVE
BOARD/COMMISSION/COMMI	ITTEE	DATES SERVED
BOARD OF ADJUSTMENT:	/	2021
PLANNING AND ZONING COMMISSI	ON:	
STANDING COMMITTEE:		
ARE YOU WILLING TO BE CONSIDE TERM:	RED FOR RE	CAPPOINTMENT FOR ANOTHER
	Image: Control of the control of the	YES
		NO
AREA OF EXPERTISE, i.e., LONG TIM	IE RESIDENT	Г, REAL ESTATE, ARCHITECT,
ETC. Long Time RE	SIDENT	
MAIL COMPLETED FORM TO:	320 WAKET	
OR FAX / E-MAIL TO:	•	ownhall@doubleoak.texas.gov

Updated: 9/13/2022

	Commission			Alternates	
1.	Gary Goodman 131 Trailing Oaks Drive H 817-491-3940 Garyindoubleoak@verizon.net	9-23	8.	Dan McCormick 190 Cedarcrest Lane 214-632-0114 Dmccfamily.tx@gmail.com	9-23
2.	Donna Gilliam 221 Waketon Extension H 972-355-1630 C 972-822-7149 Donna7m7G@gmail.com	9-22	9.	Cassandra Shimp 120 Eagles Peak Lane 972-841-2341 Sshimp14@aol.com	9-23
3.	Wayne Atkins – Vice Chair 120 Hawk Crest Lane C 214-636-5064 wayne@sterlingbrookhomes.com	9-22	10.	Vacant	
4.	Andrew Weaver - Chair 203 N. Hill Court C 214-532-6832 Do.197328@yahoo.com	9-23	11.	Vacant	
5.	Bonnie Morrow 105 N. Forest H 817-430-3536 C 469-471-4261 Bonnie4asl@outlook.com	9-22			
6.	Laura Meilinger 315 Lake Trail Court C 214-926-8538 supermom@meilinger.com	9-23			
7.	Edward Mehlhaff 201 Colonial Court C 817-680-7300 Reded767@gmail.com	9-23			



# APPLICATION FOR BOARDS/COMMISSIONS/COMMITTEES - REAPPOINTMENT

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: Wayne Atkins
ADDRESS: 120 Hawk Crest Lane
CONTACT PHONE: 214-636-5064
EMAIL:
OCCUPATION: (If retired, please indicate former occupation or profession) ome Builder
PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
LIST QUALIFICATIONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR THIS POSITION AND INCLUDE PREVIOUS VOLUNTEER POSITIONS: nave been a home builder for 25 years, I have been a Double Oak resident for 15 years and I have not been kicked off of the P
nd Z'board so far. I hope that is enough.
REFERENCES:
BOARDS/COMMISSIONS/COMMITTEES OF INTEREST: (Check Interest)
☐Board of Adjustments
☐ Committee

BY MAIL: ATTN: TOWN SECRETARY

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

BY FAX:

(972) 539-9613



D

## APPLICATION FOR BOARDS/COMMISSIONS/COMMITTEES- REAPPOINT MENT

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.

AA

NAME: DONNIE. /VONDW
ADDRESS: 105 N. FOR EST Lane
CONTACT PHONE: 469-471-4261
EMAIL: boonie 4 asL@ outlook.com
OCCUPATION: (If retired, please indicate former occupation or profession)
PROFESSIONAL AND/OR COMMUNITY ACTIVITIES:
sunce - warning class-president
LIST QUALIFICATIONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR THIS POSITION AND
INCLUDE BREVIOUS VOLUNTEER POSITIONS:
20 years - I can make Bard decision & sound
50 M Birthay Commilee deresions
REFERENCES: Wike Double 1/20   Look of library Stock on a Copyring
214.448.933.7 811.567.1677 909.754.2097
BOARDS/COMMISSIONS/COMMITTEES OF INTEREST: (Check Interest)
☐ Board of Adjustments ☐ Planning and Zoning
☐ Committee

BY MAIL: ATTN: TOWN SECRETARY

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

BY FAX:

(972) 539-9613





## 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:	Thoomas Ralph Meyer				
ADDRESS: 170 Park Lane					
CONTACT PHONE:	(817) 269-9292				
OCCUPATION: (If retired, please indicate former occupation or profession)  Retired, Engineering Draftsman for Mobil Oil Corp. Retired Trane Parts Manager, Building designer, Inspector, Manager over Building construction, Prebid Meetings, Drawing review and implimentation. Facilities Manager over 40 acers of building in Down Town Dallas.					
INCLUDE PREVIOUS	ONS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR THIS POSITION AND S VOLUNTEER POSITIONS: on, drafting skills layout and printing, building, Welding etc.				
Designer,					
REFERENCES: JoAn Meyer 817-929-3100					
BOARI	DS/COMMISSIONS/COMMITTEES OF INTEREST: (Check Interest)				
	☐ Board of Adjustments ☑ Planning and Zoning				
☑ Comm	ittee <sup>50</sup> Anniversary Activities.				

BY MAIL: ATTN: TOWN SECRETARY

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

BY FAX: (972) 539-9613



# 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:	JoAn Meyer					
ADDRESS:	170 Park Lane					
CONTACT PHONE: (817) 929-3100						
EMAIL:	EMAIL:					
OCCUPATION: (If r Homemaker Travel Agent	etired, please indicate former occupation or profession)					
	D/OR COMMUNITY ACTIVITIES: and Raiser, Band Booster Club President, Square Dance Club Officer					
	DNS YOU FEEL MAKE YOU A GOOD CANDIDATE FOR THIS POSITION AND S VOLUNTEER POSITIONS: nany endovers.					
REFERENCES: Tommy Meyer						
<del></del>						
BOAR	DS/COMMISSIONS/COMMITTEES OF INTEREST: (Check Interest)					
	☐Board of Adjustments ☐ Planning and Zoning					
☑ Comm	ittee 50th Anniversary					

BY MAIL: ATTN: TOWN SECRETARY

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

BY FAX:

(972) 539-9613