



DOUBLE OAK

Town of Double Oak
Town Council –Public Meeting
Double Oak Town Hall
320 Waketon Road, Double Oak
TX 75077
Monday, October 16, 2023
7:00 p.m.

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

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

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

II. Citizen Comments-Non-Agenda Subjects

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

1. Consideration and action on minutes of September 18, 2023.*
2. Consideration and action on minutes of September 21, 2023.*
3. Consideration and action on minutes of September 25, 2023.*
4. Consideration and action on a proclamation recognizing October as National Breast Cancer Awareness Month.*
5. Consideration and action on a proclamation recognizing October as Domestic Violence Awareness Month.*
6. Consideration and action on an inter-local agreement between Denton County and the Town of Double Police and Volunteer Fire Departments for the use of the Denton County Radio Communications System.*

IV. Mayor, Council Members, and Staff reports:

7. Mayor and Council
8. Public Works - Code Enforcement – Animal Control
9. Administration
10. Public Safety
11. Roads Committee
12. Drainage Committee

V. New business agenda (consideration and action):

13. Discussion, consideration, and action on a local agreement respecting forfeited contraband under Chapter 59 and Article 18.18, Texas Code of Criminal Procedure, Denton County, Texas.

Presentation: Police Chief Ruben Rivas

14. Discussion and consideration of an Ethics Policy.

Presentation: Deputy Mayor Pro Tem Mike Gwartney

15. Discussion and consideration on a time track/payroll system.

Presentation: Council Member Pat Wellen

16. Discussion, consideration, and action on an upgrade to the sound system in the Pavilion.

Presentation: Mayor Patrick Johnson

VI. Old business agenda (consideration and action):

17. Council - staff announcements and comments:

- Congratulations to Cody Leinweber on his 9-year anniversary with the Double Oak Police Department
- Congratulations to Rosie Riojas on her 4-year anniversary with the Double Oak Police Department
- Congratulations to Brett Bourgeois on his 12-year anniversary with the Double Oak Police Department

18. Adjournment

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

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

I certify that the above notice of meeting was posted by Friday, October 13, 2023, by 4:00 p.m. on:

- 1) Bulletin board located to the right of the front door at Town Hall, 320 Waketon Road, Double Oak, Texas.

2) On the Town's website (<https://www.doubleoak.texas.gov>)

Eileen Kennedy

Town Secretary

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

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

UNAPPROVED – NOT FOR PUBLICATION

**STATE OF TEXAS
COUNTY OF DENTON
TOWN OF DOUBLE OAK**

The Double Oak Town Council met in regular session at 7:00 p.m. Monday, September 18, 2023, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Patrick Johnson	Mayor
Connie Schoenrade	Mayor Pro-Tem
Mike Gwartney	Deputy Mayor Pro-Tem
Jean Hillyer	Council Member
Pat Wellen	Council Member
Mark Dieterich	Council Member

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

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

II. Citizen Comments Non-Agenda Subjects

Phyllis Meyerson, 133 East View Court, asked for a point of order regarding the agenda that was posted for this meeting. Ms. Meyerson noted the date on the agenda stated Tuesday, September 18, 2023, and not Monday, September 18, 2023.

Mayor Johnson recessed the meeting at 7:03 p.m. to consult with the town’s attorney.

After consulting with the attorney, Mayor Johnson declared the meeting to be illegal and rescheduled the regular council meeting for Thursday, September 21, 2023, at 7:30 p.m. The meeting adjourned at 7:20 p.m.

Approved:

Patrick Johnson, Mayor

Attest:

Eileen Kennedy, Town Secretary



**STATE OF TEXAS
COUNTY OF DENTON
TOWN OF DOUBLE OAK**

**UNAPPROVED-NOT FOR
PUBLICATION**

The Double Oak Town Council met in regular session at 7:30 p.m. Thursday, September 21, 2023, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Patrick Johnson	Mayor
Connie Schoenrade	Mayor Pro-Tem
Mike Gwartney	Deputy Mayor Pro-Tem
Pat Wellen	Council Member
Mark Dieterich	Council Member

Council Member Jean Hillyer was absent. Also in attendance were Town Secretary Eileen Kennedy, Assistant Town Secretary Lynn Jones, Police Chief Ruben Rivas, and Assistant Police Chief Cassandra Gaines.

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

II. Citizen Comments Non-Agenda Subjects

Dave Hillyer, 170 Trailing Oaks Drive.

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

1. Consideration and action on minutes of September 5, 2023. *
2. Consideration and action on invoices from Halff in the amount of \$12,926.85 and \$19,182.17 for engineering services for the Comprehensive Drainage Plan. Said invoices are to be paid out the SLFRF Balance Fund.

Motion Schoenrade, seconded by Dieterich to approve the consent agenda.

AYE: Wellen, Schoenrade, Gwartney, Dieterich
NAY: None
ABSTAIN: None

Motion carried 4-0-0

IV. Mayor, Council Members and Staff reports:

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

V. New business agenda (consideration and action):

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

Max Calder, SPAN Director of Operations, gave a Power Point presentation on SPAN.

Motion Schoenrade, seconded by Wellen, to enter into an agreement with SPAN to pay a reasonable fee for trip service in an amount not to exceed \$600 for fiscal year 2023-2024.

AYE: Gwartney, Dieterich, Wellen, Schoenrade

NAY: None

ABSTAIN: None

Motion carried 4-0-0

Mayor Johnson skipped to item 11 in the agenda.

11. Discussion, consideration and action on an Addendum to the Double Oak EMS contract with Flower Mound EMS for the new contract rates.

Motion Schoenrade, seconded by Dieterich to approve an Addendum to the Double Oak EMS contract with Flower Mound EMS for the new contract rates.

AYE: Schoenrade, Dieterich, Wellen, Gwartney

NAY: None

ABSTAIN: None

Motion carried 4-0-0

Mayor Johnson went back to the agenda order.

10. Discussion, consideration, and action on moving \$256,444.77 from account 3600-Street and Drainage Fund to account 540110-Current Year Road Repairs.

Motion Wellen, seconded by Schoenrade to approve moving \$256,444.77 from account 3600-Street and Drainage Fund to account 540110-Current Year Road Repairs.

AYE: Schoenrade, Dieterich, Wellen, Gwartney
NAY: None
ABSTAIN: None

Motion carried 4-0-0

12. Discussion, consideration and action of an ordinance to require all salary increases awarded to the employees of the Town of Double Oak to be included in the budgetary process and to be issued on merit determined by a performance evaluation process as stated in the policies of the Personnel Handbook.

Motion Wellen, seconded by Schoenrade to an ordinance to require all salary increases awarded to the employees of the Town of Double Oak to be included in the budgetary process and to be issued on merit determined by a performance evaluation process as stated in the policies of the Personnel Handbook.

AYE: Dieterich, Gwartney, Schoenrade Wellen,
NAY: None
ABSTAIN: None

Motion carried 4-0-0

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

Mayor Johnson opened the Public Hearing at 8:48 p.m.
Mayor Johnson closed the Public Hearing at 8:49 p.m.

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

Before the Mayor opened the Public Hearing, the following citizens spoke to the 2023-2024 budget:

Mike Donnelly, 302 E. Carruth
Phyllis Meyerson, 133 East View Court
Kennon Moffitt, 140 Shady Oaks Lane
Thomas Meyer, 170 Park Lane
Billie Garrett, 103 W. Carruth
Christine McIntyre, 210 Twin Lakes Drive
Jaqui Barrow, 200 Oakview Drive

Mayor Johnson recessed the meeting at 9:51 p.m. for a short break.
The meeting reconvened at 9:58 p.m.

Mayor Johnson opened the Public Hearing at 9:59 p.m.

The following citizens spoke to the budget during the Public Hearing:

Mike Donnelly, 302 E. Carruth
Donna Gilliam, 221 Waketon Extension
Dave Hillyer, 170 Trailing Oaks Drive
Cynthia Ray, 170 Whistling Duck

Mayor Johnson closed the Public Hearing at 10:09 p.m.

15. Discussion, consideration, and action on an ordinance adopting the fiscal year 2023-2024 budget.

Motion Gwartney, seconded by Schoenrade, to approve an ordinance adopting the fiscal year 2023-2024 budget.

AYE: Schoenrade, Wellen, Dieterich, Gwartney
NAY: None
ABSTAIN: None

Motion carried 4-0-0

16. Discussion, consideration, and action on ratification of the vote on the fiscal year 2023-2024 annual budget which results in more revenues from ad valorem taxes than the previous year.

Motion Schoenrade, seconded by Gwartney to ratify the vote on the fiscal year 2023-2024 Annual Budget which results in more revenues from Ad Valorem taxes than the previous year.

AYE: Dieterich, Gwartney, Wellen, Schoenrade
NAY: None
ABSTAIN: None

Motion carried 4-0-0

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

No action taken. Postponed to a future meeting.

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

Motion Wellen, seconded by Gwartney to reappoint the following:

Board of Adjustment
Marty Robbins
Dirk Meilinger

Planning and Zoning

Gary Goodman
Andrew Weaver
Laura Meilinger
Edward Mehlhaff
Dan McCormick

Appoint Chris Ernst to the Drainage Committee.

AYE: Schoenrade, Wellen, Dieterich, Gwartney
NAY: None
ABSTAIN: None

Motion carried 4-0-0

VI. Old business agenda (consideration and action):

19. Council - staff announcements and comments:

- September 25, 2023, is the adoption of the fiscal year 2023-2024 budget and tax rate.

20. Adjournment

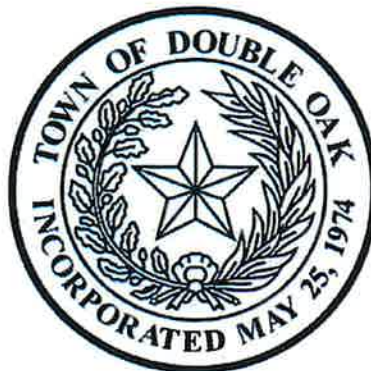
With no further business to come before the Council, motion Wellen, second Dieterich, the meeting was adjourned at 10:47 p.m.

Approved:

Patrick Johnson, Mayor

Attest:

Eileen Kennedy, Town Secretary



**STATE OF TEXAS
COUNTY OF DENTON
TOWN OF DOUBLE OAK**

**UNAPPROVED-NOT FOR
PUBLICATION**

The Double Oak Town Council met in special session at 7:00 p.m. Monday, September 25, 2023, at the Double Oak Town Hall, located at 320 Waketon Road with the following members present to-wit:

Patrick Johnson	Mayor
Connie Schoenrade	Mayor Pro-Tem
Mike Gwartney	Deputy Mayor Pro-Tem
Jean Hillyer	Council Member
Mark Dieterich	Council Member

Council Member Pat Wellen was absent. Also in attendance were Town Secretary Eileen Kennedy, Assistant Town Secretary Lynn Jones, and Assistant Police Chief Cassandra Gaines.

- I. Opening: Call to Order
Roll Call
- II. Citizen Comments Non-Agenda Subjects

None
- III. New Business Agenda:
 1. Public Hearing on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year and to consider a tax rate of \$0.178384 per \$100 assessed valuation.

Mayor Johnson opened the public hearing at 7:02 p.m.
Mayor Johnson closed the public hearing at 7:03 p.m.

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

Motion Schoenrade, seconded by Gwartney approving an ordinance levying ad valorem taxes at the tax rate of \$0.178384 per \$100 for tax year 2023-2024.

AYE: Schoenrade, Gwartney, Dieterich
NAY: Hillyer
ABSTAIN: None

Motion carried 3-1-0

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

Motion Hillyer, seconded by Dieterich to authorize the Mayor and staff to make year-end budget amendments and bring to council.

AYE: Hillyer, Dieterich
NAY: None
ABSTAIN: Schoenrade, Gwartney

Mayor Johnson voted AYE to break the tie.

Motion carried 3-0-2

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

Motion Hillyer, seconded by Dieterich to postpone to a future meeting.

AYE: Hillyer, Dieterich, Schoenrade
NAY: None
ABSTAIN: Gwartney

Motion carried 3-0-1

- IV. Consent Agenda - All consent agenda items listed are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda. Information concerning consent agenda items is available for public review.
5. Consideration and action on fiscal year 2023-2024 contract with Cox Cleaning for cleaning services at Town Hall. *
6. Consideration, and action on contract for animal control services with North Texas Animal Control Authority.*
7. Consideration, and action on an ordinance designating an official newspaper of record for the fiscal year 2023-2024.*
8. Consideration, and action on contract for building inspections.

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

AYE: Dieterich, Gwartney, Hillyer, Schoenrade
NAY: None
ABSTAIN: None

Motion carried 4-0-0

9. Council – staff announcements and comments:

10. Adjournment

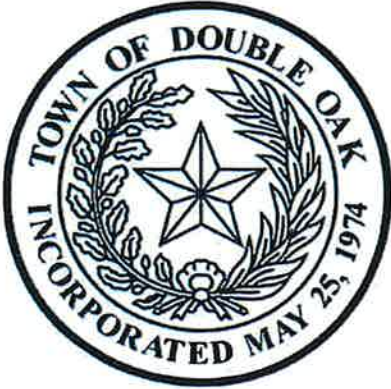
With no further business to come before the Council, motion Hillyer, second Schoenrade, the meeting was adjourned at 8:28 p.m.

Approved:

Patrick Johnson, Mayor

Attest:

Eileen Kennedy, Town Secretary



PROCLAMATION
TOWN OF DOUBLE OAK
BREAST CANCER AWARENESS MONTH

WHEREAS breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations, are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS we recognize that over two and a half million Americans are breast cancer survivors that give us hope of a better future.

NOW, THEREFORE with support for those who continue to cope with breast cancer, I, Patrick Johnson, Mayor of the Town of Double Oak, Texas, on behalf of the Town Council, extend our deepest respect for survivors and those advocating for prevention and a cure and in so doing hereby proclaim OCTOBER 2023 as

“BREAST CANCER AWARENESS MONTH”

In official recognition whereof, I hereunto set my hand and caused the seal of Double Oak to be affixed this 16th day of October 2023.

Patrick Johnson, Mayor

PROCLAMATION

Town of Double Oak Domestic Violence Awareness Month

Whereas, for the past forty-three years, Denton County Friends of the Family has provided compassionate, comprehensive services those impacted by rape, sexual abuse, and domestic violence in the Denton community while partnering with the community to promote safety, hope, healing, justice, and prevention; and

Whereas, by working together, shelters, affiliated programs, municipalities, and concerned individuals can change social attitudes about, and the response to, intimate partner violence; and

Whereas all persons have the right to live without fear, abuse, or oppression; and

Whereas, one in three Texans will experience domestic violence in their lifetimes; and

Whereas Denton County Friends of the Family received more than 3,000 crisis calls from victims of domestic violence and provided 8,087 days of emergency shelter to women and children in the past year; and

Whereas the Denton County Friends of the Family individuals and groups with over 10,000 hours of services through counseling, advocacy, case management and support services; and

Whereas, domestic violence is not confined to any specific group or people, but affects people of all races, backgrounds, economic levels, education levels, family structures, ages and religions; and

Whereas the crime of domestic violence violates members of our community's privacy, dignity, security, and humanity in the form of physical, emotional, sexual, psychological, religious, and economic abuse; and

Whereas advocates, professionals, volunteers, and community members concerned with domestic violence will devote the month of October to raising awareness about the causes, interventions and prevention of this devastating crime;

Now, Therefore, Be It Resolved the Town of Double Oak Texas, hereby declares the month of October 2023, as Domestic Violence Awareness Month and reaffirm the Town of Double Oak's commitment to ending domestic violence in our community.

In official recognition whereof, I hereunto set my hand and caused the seal of Double Oak to be affixed this 16th day of October 2023.

Patrick Johnson, Mayor

INTER-LOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY AND THE TOWN OF DOUBLE OAK POLICE AND VOLUNTEER FIRE DEPARTMENTS FOR THE USE OF THE DENTON COUNTY RADIO COMMUNICATIONS SYSTEM

This Inter-Local Agreement (“Agreement”) is entered into by and between the County of Denton, Texas (“the County”) and the Town of Double Oak Police and Volunteer Fire Departments, Texas, a home-rule municipality, both entities being located in Denton County, Texas (collectively, the “Parties” or separately as a “Party”). The Parties execute this agreement as hereinafter provided, pursuant to the Texas Governmental Code, Chapter 791, known as the Inter-Local Cooperation Act:

WHEREAS, Denton County is a political subdivision within the State of Texas, each of which engages in the provision of governmental services for the benefit of its citizens; and

WHEREAS, the Agencies are duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of these Agencies; and

WHEREAS, the Inter-Local Cooperation Act, Texas Government Code, Chapter 791, as amended “the Act” provides authority for local governments of the State of Texas to enter into Inter-local agreements with each other for the purpose of performing governmental functions and services as set forth in the Act; and

WHEREAS, the County owns, operates, and maintains the radio-communications system, exclusive of the radios owned individually by each User Agency (“System”) for the purpose of providing radio communications in support of its governmental operations; and

WHEREAS, Double Oak Police and Volunteer Fire Departments wish to use certain portions of the System for its governmental operations; and

WHEREAS, the use of the System in the provision of governmental services benefits the public health and welfare, promotes efficiency and effectiveness of local governments, and is of mutual concern to the contracting Parties; and

WHEREAS, Double Oak Police and Volunteer Fire Departments and the County have current funds available to satisfy any fees and costs required pursuant to this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement herein contained, the sufficiency of which are hereby acknowledged, and upon and subject to the terms and conditions hereinafter set forth, the Parties agree as follows:

I. DEFINITIONS

“*Assignee*” means the Agencies employee assigned to a specific Subscriber Unit.

“*Communications System*” or “*System*” means a wide area, multi-agency digital trunked radio system compliant with P-25 interoperability standards to be used jointly by the City of Lewisville, the City of Denton, Denton County, and other Infrastructure Members, if any, primarily for providing public safety dispatch and communications for fire, emergency medical and police services and such other governmental services as may be agreed from time to time by the Parties.

“*Coordinating Committee*” means the committee that is responsible for making recommendations to the Infrastructure Management Committee on the administration and operation of the Communications System.

“*Infrastructure Management Committee*” means the committee that is responsible for the administration and operation of the Communications System.

“*Subscriber Units*” means mobile radios, portable radios or any similar devices used for communicating over the Communications System.

“*Talk Group*” means a specific group of Subscriber Units allowed to communicate privately within that group over shared infrastructure resources.

“*Technical Committee*” means the committee that advises the Coordinating Committee on technical issues related to the operation of the Communications System.

“*User*” means any entity with which the City of Denton, the City of Lewisville, Denton County, or other Infrastructure Member has entered into a contractual agreement for the provision of radio communication services through the Consolidated Communications System.

II. TERM

2.1 This Agreement is for a period of a one (1) year term, beginning on the 1st day of October, 2023, and ending on the 30th day of September, 2024. unless terminated earlier pursuant to Section 7.1.

2.2 It is the intention of the Parties for this to be a long term enterprise which will be renewed with a new ILA each year subject to approval by each Party’s governing body.

III.
OBLIGATIONS OF TOWN OF DOUBLE OAK POLICE AND VOLUNTEER FIRE DEPARTMENTS

3.1 Double Oak Police and Volunteer Fire Departments shall use the System in accordance with this Agreement to provide integration of communications by Double Oak Police and Volunteer Fire Departments between its Users on the System for governmental operations.

3.2 When using the System, Double Oak Police and Volunteer Fire Departments shall abide by all applicable Federal and State laws and regulations, including any regulations of the Denton County Radio System. When Double Oak Police and Volunteer Fire Departments use the System for interoperability with Talk Groups (hereinafter defined) other than those provided by this Agreement, Double Oak Police and Volunteer Fire Departments will also abide by the User rules of those Talk Groups.

3.3 Double Oak Police and Volunteer Fire Departments must provide a written request to the Denton County Radio System Manager (“System Manager”) or his designee, to activate radios (“Subscriber Units”) on the System. Such request must include the model and serial number of the Subscriber Unit, the name of the Assignee, and identifying Talk Groups required in the Subscriber Unit.

3.4 Double Oak Police and Volunteer Fire Departments are responsible for furnishing its own Subscriber Units, which must be compatible with the APCO P-25 Phase 2 TDMA Digital System, and for maintenance of the Subscriber Units. Double Oak Police and Volunteer Fire Departments are responsible for all programming of Agency-owned Subscriber Units.

3.5 Double Oak Police and Volunteer Fire Departments shall be solely responsible for obtaining a technical services support contract and a maintenance contract for all Agency-owned dispatch infrastructure equipment, either from the manufacturer of the equipment or from a manufacturer-authorized service provider. The County shall not be responsible for maintenance of any Agency-owned equipment.

3.6 Depending on the equipment that will be purchased and installed by Double Oak Police and Volunteer Fire Departments, the Agencies shall be solely responsible for entering into such Software Update Agreements and/or Software Maintenance Agreements from the manufacturer as necessary to ensure that the equipment owned by the Agencies will be maintained and upgraded to meet the requirements of the System when the County performs System upgrades.

3.7 Double Oak Police and Volunteer Fire Departments shall be solely responsible for having periodic maintenance (PM) performed on its Subscriber Units at least every two years which shall include tuning and alignment of the Subscriber Units and updating the Subscriber Units with the latest firmware available.

3.8 The County shall not be liable to the Agencies for the lack of interoperability between the Subscriber Units and the System if the Agencies fails to perform the required PM and/or obtain the software and/or firmware upgrades recommended by the County and/or the manufacturer of the Subscriber Units necessary to communicate through the System as set forth in Sections 3.5, 3.6, and 3.7 above.

IV. OBLIGATIONS OF THE COUNTY

4.1 The County will allow Double Oak Police and Volunteer Fire Departments to use County provided Talk Groups, which are a primary level of communication for Users on the System (“Talk Group”), comparable to a channel on a conventional radio system, for the exclusive use of Double Oak Police and Volunteer Fire Departments. Talk Groups will be established for the Agencies by the County.

4.2 The System Manager will not activate radios on the Double Oak Police and Volunteer Fire Departments Talk Groups nor make changes to the Double Oak Police and Volunteer Fire Departments radios without first receiving authorization from the designated representative of the Agencies, unless, in the opinion of the County, such action is necessary to eliminate harmful interference.

4.3 The County is solely responsible for:

- (1) Coordinating Talk Groups among System Users;
- (2) Grouping of Talk Groups to allow transmitting and receiving on all associated Talk Groups as required by the Agencies; and
- (3) The operation, maintenance, and control of the System

V. FEES

5.1 The fees payable for the term of this Agreement are set out in **Exhibit A** and **Exhibit B**, which are attached and incorporated for all purposes.

5.2 The County may increase the fees each October 1st, the beginning of each County fiscal year, by an amount not to exceed five percent (5%) of the previous year’s fees. The County will provide ninety (90) days’ notice to Double Oak Police and Volunteer Fire Departments before increasing the fees.

5.3 Based on the fees described above, the County will calculate the annual fee due based upon the total number of Subscriber Units and submit an invoice to the Agencies on or before October 1st of each year. This amount is subject to change when the Agencies adds or

deletes the number of Subscriber Units in service. The Agencies must notify the System Manager in writing of any addition or deletion of Subscriber Units.

5.4 Fees for Additions - The amount owed for annual fees for additions of Subscriber Units will be prorated for the year added, invoiced immediately, and amounts will be due within thirty (30) days of receipt of the invoice for the addition(s).

5.5 Deletions - No refunds for deletions will be made for the Agencies deletion of Subscriber Units during the period of the Agreement. The fees for the upcoming fiscal year will be calculated based on the number of Subscriber Units in service on the radio system as of May 1st of the current contract year.

5.6 In the event a new Inter-Local Agreement is not executed prior to the expiration of this Agreement, and the Sheriff's Office continues to provide access to the Radio Communications System, the Agencies shall reimburse and compensate the County for access to the Denton County Radio Communications System at the rate set by the Denton County Sheriff and approved by the Denton County Commissioners Court for the next fiscal year.

VI. PAYMENT DUE

6.1 The Agencies agree to pay the County the annual fees specified under Article V within thirty (30) days of the receipt of the invoice. Should the Agencies add Subscriber Units or Talk Groups to the Service within a Term, the Agencies agree to pay the additional fee(s) due within thirty (30) days of invoice. All payments for expenses incurred as a result of the performance of the Agreement shall be made only from current revenues legally available to each respective Party.

VII. TERMINATION

7.1 Either Party may terminate this Agreement at any time by giving ninety (90) days advance written notice. The Agencies shall pay for all fees incurred through the effective date of termination. If the County permanently discontinues the operation of its System, this Agreement shall terminate on the date of discontinuance without further notice, and the County will reimburse the Agencies the pro-rated amount of the fees previously paid by the Agencies for the use of the System for the then current fiscal year.

VIII. RELEASE AND HOLD HARMLESS

TO THE EXTENT PERMITTED BY LAW, EACH PARTY AGREES TO WAIVE ALL CLAIMS AGAINST, TO RELEASE, AND TO HOLD HARMLESS THE OTHER

PARTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEYS, FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OR INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN THE EVENT THAT A CLAIM IS FILED, EACH PARTY SHALL BE RESPONSIBLE FOR ITS PROPORTIONATE SHARE OF LIABILITY.

**IX.
IMMUNITY**

In the execution of this Agreement, neither of the Parties waives, nor shall be deemed hereby to have waived any immunity or any legal or equitable defense otherwise available against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement does not create any rights in parties who are not signatories to this Agreement.

**X.
ASSIGNMENT**

The Agencies agree to retain control and to give full attention to the fulfillment of this Agreement. The Agencies cannot assign or sublet this Agreement without the prior written consent of the County. Further, the Agencies cannot sublet any part or feature of the work to anyone objectionable to Denton County. The Double Oak Police and Fire Departments also agree that the subletting of any portion or feature of the work, or materials required in the performance of this Agreement, does not relieve the Agencies from its full obligations to the County as provided by this Agreement.

**XI.
ENTIRE AGREEMENT**

This Agreement represents the entire and integrated agreement between Denton County and Double Oak Police and Volunteer Fire Departments and supersedes all prior negotiations, representations and/or agreements, either written or oral, between Denton County and Double Oak Police and Volunteer Fire Departments. This Agreement may be amended only by written instrument signed by Denton County and Double Oak Police and Volunteer Fire Departments.

**XII.
NOTICES**

Unless notified otherwise in writing, all notices are required to be given to either Party in writing and delivered in person or sent via certified mail to the other Party at the following respective addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205
Name of Agency:	Double Oak Police Department	
Contact Person	Chief Ruben Rivas	
Address	320 Waketon Rd.	
City, State, Zip	Double Oak, TX 75077	
Telephone	972-355-5995	
Email	Ruben.rivas@doubleoak.texas.gov	
Name of Agency:	Double Oak Volunteer Fire Department	
Contact Person	Chief Scott Whisenhunt	
Address	1110 Cross Timbers Dr.	
City, State, Zip	Double Oak, TX 75077	
Telephone	972-539-7683	
Email	scottwhiz@verizon.net	

**XIII.
AUTHORITY TO SIGN**

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials or representatives and have the necessary authority to execute this Agreement on behalf of the Parties.

**XIV.
SEVERABILITY**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or

contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such event, either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

**XV.
VENUE**

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Denton County, Texas, and if legal and necessary, exclusive venue shall lie in Denton County, Texas.

**XVI.
INTERPRETATION OF AGREEMENT**

Although this Agreement is drafted by the County, this is a negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for either Party.

**XVII.
REMEDIES**

No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by either Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

**XVIII.
SUCCESSORS AND ASSIGNS**

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party to this contract. Neither Party will assign, sublet, subcontract or transfer any interest in this Agreement without the prior written consent of the other Party. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

EXECUTED duplicate originals on the dates indicated below:

SIGNED AND AGREED BY THE TOWN OF DOUBLE OAK POLICE AND FIRE DEPARTMENTS, TEXAS:

BY:

Date: _____
Ruben Rivas, Chief
Double Oak Police Department
320 Waketon Rd.
Double Oak, TX 75077
972-355-5995

Date: _____
Scott Whisenhunt, Chief
Double Oak Volunteer Fire Department
1110 Cross Timbers Drive
Double Oak, TX 75077
972-539-7683

Approved as to content:

Approved as to form:

Attorney for Agency

APPROVED BY THE DENTON COUNTY COMMISSIONERS COURT OF DENTON COUNTY, TEXAS:

BY:

_____ Date: _____
Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76201
(940)349-2820

Approved as to content:

Denton County Sheriff's Office

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Exhibit A
Denton County Sheriff's Office
Radio Communications System Agreement
FY23-24 Agency Payment Worksheet/Invoice

Agency:	Double Oak Volunteer Fire Department				
Payment Contact Person:	Eileen Kennedy				
Phone Number:	972-539-9464				
Email(s):	Eileen.kennedy@doubleoak.texas.gov				
Address:	320 Waketon Road				
City, State, Zip	Double Oak, TX 75077				
Agency Should Include this Worksheet with Each Payment Sent to Denton County.					
Make checks payable to:	Denton County				
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205				
Please select one of the following options:					
<u>Tier 1</u>			<u>Tier 3</u>		
Radio User <i>ONLY</i> - \$4 each per month			Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month		
FD Radio Subscribers	36	\$0.00	FD Radio Subscribers	36	\$0.00
Total Amt Per Year =		<u>\$0.00</u>	Total Amt Per Year =		<u>\$0.00</u>
<u>BILLED ANNUALLY</u>					

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date

Exhibit B
Denton County Sheriff's Office
Radio Communications System Agreement
FY23-24 Agency Payment Worksheet/Invoice

Agency:	Double Oak Police Department		
Payment Contact Person:	Eileen Kennedy, Town Secretary		
Phone Number:	972-539-9464		
Email(s):	Eileen.kennedy@doubleoak.texas.gov		
Address:	320 Waketon Road		
City, State, Zip	Double Oak, TX 75077		
Agency Should Include this Worksheet with Each Payment Sent to Denton County.			
Make checks payable to:	Denton County		
Mail payments to:	Radio Communications Systems Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205		
Please select one of the following options:			
<u>Tier 1</u>		<u>Tier 3</u>	
Radio User <i>ONLY</i> - \$4 each per month		Includes Tier 1 User + add on of Subscriber Services (program once per year and PM radios every two years) - \$6 each per month	
PD Radio Subscribers	17	\$816.00	PD Radio Subscribers 17 \$1,224.00
Total Amt Per Year =		<u>\$816.00</u>	Total Amt Per Year = <u>\$1,224.00</u>
<u>BILLED ANNUALLY</u>			

Please make your Tier selection, sign and date below.

Circle One: Tier 1 / Tier 3

Signature of Agency Representative

Title

Date

Double Oak, TX PD (TXC)

Citation Offense Count

September 1, 2023 - September 30, 2023

Official: All

Official Assignment:

Type of Stop: All

Stop Result: All

STEP: All

Offense Description	Offense Stop Result	
	CITATION	WARNING
DEFECTIVE HEAD LAMPS	3	16
DEFECTIVE TAIL LAMP(S)	1	9
DISREGARD OFFICIAL TRAFFIC CONTROL DEVICE		1
DRIVING WHILE LICENSE SUSPENDED UNDER PROVISIONS OF DL LAWS	1	
DROVE ON WRONG SIDE OF DIVIDED HIGHWAY		1
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	1	15
EXPIRED OPERATORS LICENSE	1	
EXPIRED REGISTRATION	11	9
FAIL TO CONTROL SPEED	1	
FAIL TO DISPLAY VEHICLE CURRENT YEAR/REGISTRATION STICKER		10
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	6	3
FAIL TO REPORT CHANGE OF ADDRESS		1
FAIL TO YIELD ROW FROM PRIVATE PROPERTY	1	
FAILED TO DIM HEADLIGHTS - MEETING		3
FAILED TO SIGNAL TURN		13
FAILED TO SIGNAL TURN / LANE CHANGE		3
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)		9
NO DRIVER'S LICENSE	8	1
NO LICENSE PLATE LIGHT		10
NO TAIL LAMPS		1
OPERATE MOTOR VEHICLE WITHOUT LICENSE PLATES OR WITH ONE LI..		3
POSS DEL DRUG PARAPHERNALIA	1	
RAN STOP SIGN	7	11
SPEEDING > 10% ABOVE POSTED LIMIT	65	106
SPEEDING IN A SCHOOL ZONE MPH in a MPH zone	22	7
TOO MANY AUXILIARY DRIVING LAMPS		1
USE EQUIPMENT NOT APPROVED/WINDOW TINT	1	2
VIOLATE DL RESTRICTION	2	
Grand Total	132	235



Double Oak Police Department

Calls for Service
09/01/2023 – 09/30/2023



1	CLOSE PATROL	355
2	TRAFFIC	316
3	VACATION CHECK	165
4	BUILDING CHECK	130
5	OPEN DOOR	14
6	MOTOR/BOATER ASSIST	8
7	SUSPICIOUS PERSON/VEHICLE/ACTIVITY	8
8	TRAFFIC TRANSPORTATION INCIDENT (LAW)	7
9	MEET COMPLAINANT	4
10	ANIMAL COMPLAINT	3
11	ROAD BLOCKAGE HAZARD	3
12	VEHICLE COMPLAINT	2
13	WELFARE CONCERN	2
14	TRAFFIC COMPLAINT	2
15	HANG UP 911	2
16	FOLLOW UP INVESTIGATION	2
17	ADMINISTRATIVE DUTY	2
18	AGENCY ASSIST	2
19	ALARM	2
20	ANIMAL BITE REPORT	1
21	BURGLARY	1
22	CARDIAC OR RESPIRATORY ARREST (LAW)	1
23	CHILD CUSTODY	1
24	CITIZEN ASSIST (LAW)	1
25	FORGERY FRAUD	1
26	CRIMINAL MISCHIEF	1
27	HARASSMENT	1
28	SPECIAL PATROL	1
29	ORDINANCE VIOLATION	1
30	PRISONER TRANSFER	1
31	RECKLESS DRIVER/BOATER	1
		1041



Double Oak Police Department

3rd Quarterly 2023 CID Report



3rd Quarterly 2023 CID Report

July 1st-September 30th

Arrests made-5

Warrants Obtained-2

Search Warrants Obtained-1

Subpoenas Obtained-1

Cases filed with DA's office-6

Cases forwarded to other jurisdictions-0

Total number of defendants on cases forwarded-0

Additional notes on calls- N/A

Case Work Summary:

230193554-Suicidal Subject

Suicidal Subject-Subject transported to UBH for mental evaluation.

230206476-Information Report

Resident received information about his lawn mower that was for sale. The person tried to get his Google password. Resident was not at a loss of money or item. Wanted to report the scam.

230086754-Burglary of a building

Search warrant was obtained relating to a burglary report that took place in March of 2023. Search warrant was executed, and items were seized. Ongoing investigation.

230219907-Information Report

Traffic Stop/Warrant Arrest- Tow truck driver did not strap the truck correctly, and truck rolled back and slightly hit the patrol car. No major damage.

230224115-Forgery Fraud

Resident mailed check to a company. The company never received the check. The resident checked and showed it was forged by an unknown person. Subpoena was sent to the bank. Waiting for subpoena return. Ongoing investigation.

230224331-Criminal Mischief

The resident's mailbox was hit. The suspect(s) are unknown.

230225452-Criminal Mischief

The landlord wanted to report that the previous owner "damaged" his property. The previous owner stated he was given permission to take what was his, including all items that he built



Double Oak Police Department

3rd Quarterly 2023 CID Report



(i.e., work benches, flower beds, insulation for the shed, etc.), so the previous owner took what was used by him, bought by him and built by him. This is a civil issue.

230226068-Traffic Stop-DWI Arrest

DOPD Officer made a traffic stop that lead to an arrest. The driver admitted to drinking and was transported to DCSO Jail.

230229753-Traffic Stop-DWI Arrest

DOPD Officer made a traffic stop that lead to an arrest. The driver admitted to drinking and was transported to DCSO Jail.

230240048-Violation of PO

Information report on violation of protective order. On going issue with violating EPO. Another warrant was issued, and a case was filed with the DA.

230243976-Disturbance

Disturbance where the ex-boyfriend didn't want to leave the resident. Officer arrived, subject left. No physical altercation took place.

230244832-Burglary of a Habitation/Kidnapping

The resident came home and saw damage to her garage door and her granddaughter not at the house. The resident assumed the worst. The granddaughter was located at her house with her boyfriend. The granddaughter claimed the boyfriend came to the house, kicked in the door, assaulted her and took her against her will. Ongoing investigation, both parties were interviewed. The case will be forwarded to the DA Office/Grand Jury.

230245367-Violation of Protective Order

The resident's ex-husband came to the house requesting money from their son. The ex-husband is not allowed at the residence. The ex-husband left prior to the officers' arrival. Warrant was issued for the ex-husband.

230009236-Theft

Resident paid someone to install shades on her back porch. Paid the deposit, never heard back. Ongoing investigation. Both parties were spoken to. The installing advised he would pay her back and that his former employer had "made orders" that were never fulfilled that he was unaware of.

230821001-Reckless Driver

A reckless driver was called in and was followed to the resident. The driver was a student who advised he was feeling sick because of the heat.



Double Oak Police Department

3rd Quarterly 2023 CID Report



230824001-1-Agency Assist

DOPD Officer assisted Corinth with an arrest and female search for their traffic stop.

230824002-Traffic Stop-Possession of Controlled Substance/Arrest

A traffic stop was made and found that there were drugs inside the vehicle. The driver was arrested and transported to the DCSO Jail.

230830001-Death Investigation

A resident passed away in their home.

230831001-Duty on striking fixture/highway/landscape.

An unknown person hit the resident's mailbox.

230901001-Traffic Stop/DWI Arrest

DOPD Officer made a traffic stop that lead to an arrest. The driver admitted to drinking and was transported to DCSO Jail.

230903001-Animal Bite Report

A resident's dog bit their friend in the face. The subject went to the hospital and animal control was called.

230916001-Possession of Drug Paraphernalia

DOPD Officer made a traffic stop where they smelt the odor of marijuana. The driver admitted having smoked marijuana. The driver was issued a citation after a small amount of marijuana was located inside the vehicle.

230916002-Criminal Mischief

The resident was upset that his house was toilet papered and that eggs were thrown. Ongoing investigation.

230918001-Theft of a firearm

A new report was generated due to the old system not being active. This case stems back from 2006 and yearly validations are done, therefore a new report was generated so it is incorporated in the new RMS System.

230926001-Harassment

Complainant is receiving harassing messages on her social media page by an unknown person.

230929001-3-Warrant Arrest



Double Oak Police Department

3rd Quarterly 2023 CID Report



Local warrant, arrestee was at Carrollton PD. Arrestee was picked up then transported to Flower Mound PD.

230930001-Mental Evaluation

Known local resident was having homicidal ideations. Subject was transported to UBH for further evaluation.

231002001-1-Agency Assist

DOPD Officer assisted neighboring agency with an uncooperative subject on a traffic stop.



DEPARTMENT ACTIVITY THRU SEPTEMBER 2023



**TOTAL
CALLS:**
172



**FIRE
CALLS:**
66



**MEDICAL
CALLS:**
106



**TRAINING
HOURS:**
1791



**VOLUNTEER
HOURS*:**
5539



MONTHLY TEAM ACHIEVEMENTS:

- Welcomed Justin Miller as new – 2nd generation! – member
- Attended the DO Veterinary Medical Center Open House and Blood Drive
- Conducted a 9/11 Memorial stair climb

* excludes calls and training



Paul Johnson

Criminal District Attorney

Denton County Courts Building
1450 E. MCKINNEY, STE 3100
P. O. BOX 2344
DENTON, TEXAS 76202

Main Number 940-349-2600
Main Fax 940-349-2601

Hot Checks 940-349-2700
www.dentoncounty.com

August 29, 2023

DOUBLE OAK POLICE DEPARTMENT
320 Waketon Road
Double Oak, Texas 75077

**NOTICE OF INTENT TO TERMINATE EXISTING LOCAL AGREEMENT
AND ENTER INTO NEW LOCAL AGREEMENT**

RE: Local Agreement between the Denton County District Attorney's Office and LOCAL AGENCY in regards to seizures filed under Chapter 59 and Article 18.18 of the Texas Code of Criminal Procedure in Denton County, Texas

Dear Whom It May Concern:

Your Agency is receiving this notice because a local agreement currently exists between your Agency and the Denton County District Attorney's Office in regards to distribution of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure "hereinafter Existing Local Agreement."

Our office has seen an increase in personal property consisting of stocks, bonds, securities, Cryptocurrencies, negotiable instruments, jewelry, precious metals, and coins. These items are being used as a means of hiding proceeds from law enforcement. Additionally, there has been an increase in negotiated cash settlements in lieu of forfeiting property. In response, our office is adjusting the local agreements with each of our agencies.

Accordingly, the first purpose of this Notice is to inform you that Denton County District Attorney's Office is terminating the above-referenced Agreement under and in accordance with the Article IV of the Existing Local Agreement, which states that either party can terminate the agreement with thirty (30) days prior written notice. The Existing Local Agreement **shall**

Notice of Intent to Terminate and Enter Into New Local Agreement

terminate September 31, 2023.

The second purpose of this letter is to enter into a new local agreement that would govern **both Chapter 59 and Article 18.18 forfeiture** cases handled by the Denton County District Attorney's Office filed on behalf of your Agency "hereinafter New Local Agreement." The New Local Agreement is attached for your review and signature. Once executed by all appropriate parties and received by our office, the New Local Agreement **shall take effect on October 1, 2023.**

Please review and sign the attached document. Should you have any questions regarding this Notice or the New Local Agreement, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'SMolsbee', written in a cursive style.

Sheena Molsbee
Assistant District Attorney
Denton County, Texas
940-349-2760
sheena.molsbee@dentoncounty.gov

Enclosures

*Local Agreement Respecting Forfeited Contraband Under Chapter 59
and Article 18.18, Texas Code of Criminal Procedure*

**LOCAL AGREEMENT RESPECTING FORFEITED CONTRABAND
UNDER CHAPTER 59 AND ARTICLE 18.18, TEXAS CODE
OF CRIMINAL PROCEDURE
DENTON COUNTY, TEXAS**

DOUBLE OAK POLICE DEPARTMENT

This LOCAL AGREEMENT is made and entered into by and between the DOUBLE OAK POLICE DEPARTMENT, hereinafter “the AGENCY,” and the Denton County Criminal District Attorney’s Office, hereinafter “the DISTRICT ATTORNEY.”

WITNESSETH:

WHEREAS, the AGENCY and the DISTRICT ATTORNEY desire to enter into an agreement regarding disposition of contraband seized and forfeited under Chapter 59 of the Texas Code of Criminal Procedure and Article 18.18 of the Texas Code of Criminal Procedure; and

WHEREAS, Chapter 59 of the Texas Code of Criminal Procedure provides for the forfeiture to the State of Texas of property found to be “contraband” as defined by Chapter 59 of the Texas Code of Criminal Procedure; and

WHEREAS, Article 18.18 of the Texas Code of Criminal Procedure provides for forfeiture, to the State, any political subdivision of the State, or to any institution or agency, of items believed to be gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined under Article 18.18 of the Texas Code of Criminal Procedure.

WHEREAS, the DISTRICT ATTORNEY represents the State of Texas in all cases regarding the forfeiture of contraband seized in Denton County, Texas, pursuant to Chapter 59 of the Code of Criminal Procedure and Article 18.18 of the Code of Criminal Procedure.

NOW, therefore, this Local Agreement is hereby made and entered into by the AGENCY and the DISTRICT ATTORNEY for the mutual consideration stated herein:

ARTICLE I.

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of contraband, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of contraband forfeited under Chapter 59 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) Personal property consisting of stocks, bonds, securities, Cryptocurrencies, negotiable instruments and other documents representing things of value, jewelry, precious metals, and coins shall be sold and the proceeds allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Article I, Section (A)(1) above. For all other personal property the AGENCY will receive, one hundred percent (100%) of the proceeds from the sale of **personal property**

seized and forfeited that the AGENCY does not use in its law enforcement operations.

- (3) The AGENCY shall pay the DISTRICT ATTORNEY the sum of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for each final judgment obtained for the forfeiture of a **motor vehicle**. If a motor vehicle is the subject of a final judgment of forfeiture, the AGENCY has the option of taking title to said vehicle and using it for law enforcement purposes in the investigation of alleged violations of the criminal laws of the State of Texas pursuant to the requisites of Chapter 59 of the Texas Code of Criminal Procedure. All costs associated with the use of the motor vehicle shall be borne by the party using said vehicle.
- (4) Proceeds from the sale of **real property** seized and forfeited shall be negotiated between the AGENCY and the DISTRICT ATTORNEY on a case-by-case basis prior to commencement of litigation by the DISTRICT ATTORNEY.
- (5) On property seized other than, cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (6) The AGENCY shall pay for all court costs and litigation expenses related to forfeiture proceedings. All costs of title searches and title policies for the forfeiture of real property shall be paid by the AGENCY. All other costs and expenses related to forfeiture proceedings, including the costs of storage, maintenance and auctions of vehicles and property held pending a final forfeiture judgment, shall be paid by the AGENCY.
- (7) It is further specifically agreed by the parties that if special circumstances dictate that a different percentage other than that set out in this Local Agreement should be awarded to the DISTRICT ATTORNEY, that this Local Agreement may be specifically modified in writing by the written consent of both parties prior to the commencement of litigation by the DISTRICT ATTORNEY.

B. All currency seized by the AGENCY under Chapter 59 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Chapter 59 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article I, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY's share of forfeited currency; all proceeds from the sale of personal property; all proceeds from the sale of real property; the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for forfeited motor vehicles; and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of real property, motor vehicles and personal property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the DOUBLE OAK POLICE DEPARTMENT solely for law enforcement purposes.

ARTICLE II.

A. In consideration for the services provided by the AGENCY and the DISTRICT ATTORNEY associated with the forfeiture of gambling paraphernalia, devices, equipment, real (gambling property), cash proceeds, prohibited weapons, criminal instruments, and other contraband as defined, the AGENCY and the DISTRICT ATTORNEY agree to the following disposition of the forfeited property and proceeds under Article 18.18 of Texas Code of Criminal Procedure:

- (1) The AGENCY will receive eighty percent (80%) and DISTRICT ATTORNEY twenty percent (20%) of all **currency** seized and forfeited.
- (2) On property seized other than cash proceeds, the DISTRICT ATTORNEY may endeavor to negotiate a cash settlement in lieu of forfeiture of the property. Any money received in this manner shall be allocated between the AGENCY and the DISTRICT ATTORNEY as provided by Section (A)(1) above.
- (3) The AGENCY will receive one hundred percent (100%) of the proceeds from the sale of **all other property** seized and forfeited, but not negotiated to cash settlements, that the AGENCY does not use in its law enforcement operations.

B. All currency seized by the AGENCY under Article 18.18 of the Texas Code of Criminal Procedure shall be deposited in an interest-bearing bank account held by the AGENCY and containing only funds acquired pursuant to Article 18.18 of the Texas Code of Criminal Procedure until a final judgment is rendered. AGENCY shall then transfer currency to the DISTRICT ATTORNEY as noted in Article II, Section A(1) above. Payments to DISTRICT ATTORNEY shall be made pursuant to Article III.

C. In accordance with Article 18.18 of the Texas Code of Criminal Procedure, all of the DISTRICT ATTORNEY's share of forfeited currency and the negotiated cash settlements shall be deposited into a special fund in the County Treasury to be used by the DISTRICT ATTORNEY solely for the official purposes of the office of the DISTRICT ATTORNEY.

D. In accordance with Chapter 59 of the Texas Code of Criminal Procedure, all currency and proceeds from the sale of forfeited property received by the AGENCY shall be deposited in a special fund in the City Treasury to be used by the DOUBLE OAK POLICE DEPARTMENT solely for law enforcement purposes.

ARTICLE III.

This Local Agreement shall apply to currency, real property, personal property and motor vehicles seized for forfeiture purposes by the AGENCY effective upon date of signature by all parties. Currency, real property, motor vehicles and personal property shall be considered forfeited to the State once a forfeiture judgment has become final, and no Motion for New Trial or Notice of Appeal has been taken. Payments to the DISTRICT ATTORNEY shall be made monthly. Each payment shall be based upon the amount of currency forfeited to the State of Texas in that period; upon the proceeds of the sale of forfeited personal property in that period; upon the proceeds of the sale of forfeited real property in that period; upon the flat fee of THREE HUNDRED AND NO/100 DOLLARS (\$300.00) for all motor vehicles forfeited to the AGENCY in that period; and upon the cash settlements negotiated in lieu of forfeiture to the

AGENCY. All costs of court proceedings shall be paid by the AGENCY including the cost of titles searched and title policies issued.

ARTICLE IV.

In the event of a special circumstance where the DISTRICT ATTORNEY is required to expend significant time and effort in planning for a forfeiture case, it will be developed as a joint investigation with the AGENCY with the option of the percentage apportioned between parties being modified in a manner commensurate with the time and effort required by each of the Parties and a written Addendum to this Local Agreement will be executed by the parties as it pertains to the particular seizure.

ARTICLE V.

The term of this Local Agreement shall be for a period of one (1) year from the date of execution of this agreement. This Agreement shall automatically be renewed on a yearly basis after the initial one (1) year term. This Agreement may be terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice. Any pending forfeiture under this Agreement filed prior to the termination date, however, shall not be affected by such notices.

ARTICLE VI.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for the AGENCY:

DOUBLE OAK POLICE DEPARTMENT
320 Waketon Road
Double Oak, TX 75077

If intended for the DISTRICT ATTORNEY:

Denton County Criminal District Attorney
1450 E. McKinney Street, Suite 3100
Denton, Texas 76209

SIGNED on this the _____ day of _____, 2023.

CRIMINAL DISTRICT ATTORNEY
DENTON COUNTY, TEXAS

Paul Johnson
Criminal District Attorney
Denton County, Texas

DOUBLE OAK POLICE DEPARTMENT

Chief of Police

TOWN OF DOUBLE OAK

Mayor

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF DOUBLE OAK, TEXAS, AMENDING THE CODE OF ORDINANCES, TOWN OF DOUBLE OAK, TEXAS, BY AMENDING CHAPTER 1 (GENERAL PROVISIONS) TO ADD ARTICLE 1.1400 ADOPTING A CODE OF ETHICS FOR TOWN OFFICIALS AND EMPLOYEES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council finds and determines that it is essential in a democratic system that the public have confidence in the integrity, independence, and impartiality of those who act on their behalf in government, and that it is the Town Council's obligation to promote confidence in the government of the Town, and thereby enhance the town's ability to function effectively; and

WHEREAS, the Town Council finds and determines that it is advisable to enact a standard of conduct for all public officers of the town to serve not only as a guide for official conduct, but also as a basis for discipline for those who refuse to abide by its terms, with an overriding interest being that public servants of the town shall at all times strive to avoid even the appearance of impropriety; and

WHEREAS, the Town Council finds and determines that the public judges its government by the way public employees conduct themselves in the posts to which they are employed; that the people have a right to expect that public employees will conduct themselves in a manner that will tend to preserve public confidence and respect for the government they represent; and that such confidence and respect can best be promoted if public employees, whether paid or unpaid, will conduct themselves in the manner set forth herein. Now, Therefore

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

SECTION 1. That the Code of Ordinances, Town of Double Oak, Texas, be and is hereby amended by amending Chapter 1 (General Provisions), to add a new Article 1.1400, to be entitled Code of Ethics, without amendment, repeal or change to any other article, part or provision of Chapter 1, such that Article 1.1400 shall read in its entirety as follows:

**“CHAPTER 1
GENERAL PROVISIONS**

...

ARTICLE 1.1400 CODE OF ETHICS

Section 1.1401 Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Censure means a formal written resolution of the town council reprimanding one of its members for violation of the code of ethics.

Duties in office means the duties of an officer relative to their service under the laws and the constitution of the state and the ordinances of the town.

Officer means any member of the town council, planning & zoning commission, board of adjustment, and any appointive board, committee, authority, or commission set up by ordinance, resolution, or state law on a permanent basis, except any members of a board, commission, authority or committee that function in an advisory or study capacity.

Reprimand means a formal or informal public admonition concerning a violation of the code of ethics.

Sanction means a formal written resolution of the town council imposing an incentive for securing enforcement which may include, but not be limited to, disqualification of consideration of a matter, forfeiture of council appointments or duties.

Sec. 1.1402. Policy; principles of decorum.

It is hereby declared to be the policy of the town that the citizens of Double Oak are entitled to a fair, ethical and accountable local government, and that Town officials should conduct themselves in a manner that will instill and inspire public confidence and trust in the operation of the Town's government. To this end, this code of ethics is intended to apply to all officers, whether elected or appointed, paid or unpaid, to serve not only as a guide for official conduct of the Town's public servants, but also as a basis for discipline for those who refuse to abide by its terms. The following principles apply to all Town officials:

- (1) Acting in the Public Interest. Town officials must act in the public interest; town officials act for the common good and betterment of the town and its citizens, and not for personal gain. The proper operation of democratic government requires that officers be independent, impartial and responsible only to the people of the town.
- (2) Fair decisions. Decisions must be made on the merits and substance of the matter at hand, not unrelated or irrelevant considerations. The efficient functioning of town government requires diligent attendance to the business of the town by its officers. Advocating in favor of private interests shows impartiality and unfairness.
- (3) Professional Conduct. Town officials must act in a professional manner. Decisions must be made on a fair and impartial basis and town officials must avoid conduct or activities that create an impression of impropriety, even where no conflict of interest exists. Healthy debate during official proceedings is at the root of democracy, but disagreements should never regress into argumentation.
- (4) Civil Treatment. All speakers, citizens, and attendees of any official meeting or proceeding are entitled to respect, and the town's citizens deserve representatives who conduct themselves in a respectful, courteous and professional manner. Speakers should be welcomed and treated respectfully, even where the speaker's position is ill-advised, wrong, or against the town's best interests. Proper protocol may often require the exercise of firmness when, for example, a chair insists on

compliance with a speaker's time limit, but firmness can and should be applied gently and with respect.

- (5) Proper Channels. Governmental decisions and policy must be made in the proper channels of the governmental structure. Town officials shall represent the official policies or positions of the council, board, committee or commission to the best of their ability when designated as delegates for this purpose. When presenting their individual opinions and positions, members shall explicitly state they do not represent their body or the town, nor will they allow the inference that they do. Although councilmembers and board, committee and commission members have the right to endorse candidates for all council seats or other elected offices, it is grossly inappropriate for any official to advocate for or against a candidate or political measure during any official proceeding, including council, board and/or commission meetings. Advocacy includes verbal endorsements or statements of position, the use of signage, the distribution of pamphlets, fliers or materials, or wearing clothing, buttons or insignia intended to convey a political message. It is a criminal offense to use public funds, assets, equipment or personnel to advocate in favor of or against a candidate or political measure.
- (6) Conflicts of Interest. No town official should have any interest financial or otherwise, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with proper discharge of his/her office in the public interest. No town official should ever use his/her office for personal gain or benefit. Certain conflicts of interest are prohibited by law, but even when a conflict of interest may not be a violation of law, town officials must act in a manner that avoids conflicts of interest. The avoidance of conflicts is accomplished in a number of ways that include abstaining from voting and/or participating in decisions made by the council, board or commission, refraining from advocating for or against a matter publicly and privately, refraining from conduct that might influence others, and full disclosure of the official's interest in the matter.
- (7) Appearance of Impropriety. When an official's conduct may create an appearance of impropriety, the official must weigh his/her duty to participate against the adverse perception that participation might give rise to. Erring on the side of caution is always best.
- (8) Interference with Staff. Town officials should display respect for town staff and employees and should not disrupt staff from performing their job functions. Town officials should never publicly denigrate town staff. The town is a Type A general law municipality wherein the mayor is, by statute, the chief executive officer of the town responsible for its daily affairs. Assigning tasks, giving orders, and supervising the duties and performance of town personnel is the function of the mayor and the town's department directors, and is not the responsibility of members of the town's council, boards or commissions. Although reasonable requests for information or assistance is common and often necessary, time-consuming requests should be made through the mayor.
- (9) Attorney-Client Relationship. Town officials shall not seek to establish an attorney-client relationship with the town attorney, including his or her staff and attorneys contracted to work on behalf of the town. The town attorney represents the town and its officials while acting in their professional and official capacity. That

representation may be compromised if a town official attempts to develop an attorney-client relationship on matters unrelated to the business of the town. Consulting with the town attorney should be limited to matters involving the town.

Sec. 1.1403. Unethical activity; prohibitions.

No officer of the town shall:

- (1) Accept any gift or favor from any person that might reasonably tend to influence such person in the discharge of official duties, or grant in the discharge of official duties any improper favor, service or thing of value.
- (2) Use such person's official position to secure special privileges or exemptions for such person or others.
- (3) Grant any special consideration, treatment or advantage to any citizen, individual, business, organization or group beyond that which is available to every other citizen, individual, business, organization or group.
- (4) Disclose information that could adversely affect the property, government or affairs of the town, or directly or indirectly use any information gained by reason of such person's official position for such person's own personal gain or benefit or for the private interest of others.
- (5) Transact any business on behalf of the town in such person's official capacity with any business entity with which such person is an officer, agent or member or in which such person owns a substantial interest. In the event that such a circumstance should arise, then such person shall make known such interest, and in the case of an officer, abstain from voting on the matter, state the reasons for doing so and have nothing further to do with the matter involved.
- (6) Engage in any outside activities which will conflict with, or will be incompatible with, the duties assigned to such person's service to the town or reflect discredit upon the town, or in which such service in the town will give to such person an advantage over others engaged in a similar business, vocation or activity.
- (7) Accept or engage in outside activities incompatible with the full and proper discharge of duties and responsibilities of such person with the town, or which might impair independent judgment in the performance by such person of public duty.
- (8) Receive any fee or compensation for services as an officer of the town from any source other than the town, except as may be otherwise provided by law. This shall not prohibit such person performing the same or other services for a private organization that such person performs for the town if there is no conflict with town duties and responsibilities of such person.
- (9) Represent while an officer, directly or indirectly, or appear on behalf of private interests of others before:
 - a. Any agency of the town or any board, commission, authority or committee, or represent any private interest of others in any action or proceeding involving the town, or participate on behalf of others in any litigation to which the town might be a part, or even accept any retainer or compensation that is contingent upon a specific action taken by the town or any of its agencies, except as may be authorized by law.
 - b. The board, commission, authority or committee of which such person is a member, or before the town council or board which has appellate jurisdiction over the board, commission, authority or committee of which such person is a member with regard to matters that may be the subject of specific action by any such body.

- (10) Use the prestige of such person's position or office on behalf of any single political party in such a way that it gives the impression of being endorsed by the government of the town, but such person shall at all times maintain the nonpartisan policy of the town; provided, that all officials are encouraged to register, participate, and vote as they may choose in all elections.
- (11) Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the town ordinances, rules or regulations or the achievement of official town programs.
- (12) Use town supplies, equipment or facilities for any purpose other than the conduct of official town business unless these supplies, equipment or facilities are authorized through an appropriate contact or license or membership available to the general public or otherwise made available for public use.
- (13) Engage willfully and knowingly in any dishonest act or be convicted of any crime involving moral turpitude, in connection with their duties in office which is prejudicial to the government of the town or impairs the operation of the town. Nothing contained in this section shall be construed to mean that conviction of solely a class C misdemeanor shall be construed as grounds for unethical conduct.
- (14) Knowingly disclose confidential information obtained in an executive session unless and until the information becomes public.
- (15) Fail to maintain professionalism and common courtesy when commenting on town matters and official business.
- (16) Make derogatory comments against individuals, businesses or entities, including but not limited to social media contexts in official capacity.

Sec. 1.1404. Personal or private interest of officer.

Any officer who has either a personal or private interest in any matter pending before such person's office shall disclose such interest to the other members thereof, and shall refrain from discussing the same publicly with any other member thereof and shall not vote thereon.

Sec. 1.1405. Attendance at all meetings.

Attendance of all officers at meetings of their respective office shall be mandatory unless excused. In order for an absence to be considered excused, an officer shall be responsible for notifying the mayor or chairperson in the event of an absence prior to any meeting. If the officer notifies the mayor, mayor pro tem, deputy mayor pro tem or chairperson in any other manner or after the absence, the validity of the excuse shall be decided by the membership of the council or board. A partial absence and a complete absence shall be considered the same. The officers may compel attendance of their members at all of their respective meetings.

Sec. 1.1406. Training.

Each elected and appointed official of the town and all town employees shall participate in ethics training consisting of not less than one hour annually. Councilmembers, and all appointed officials who are out of compliance with this requirement shall not represent the town on intergovernmental assignments or council subcommittees, may be removed from their board, commission or committee, and may be subject to sanctions.

Sec. 1.1407. Reporting.

On not less than a quarterly basis, each town official shall submit a Financial Disclosure Report on forms furnished by the town disclosing:

- (1) Contributions, gifts, payments or benefits accepted, received or offered to that official from any third party due to the official's position as a town official;
- (2) Any outside employment or sources of compensation that might reasonably appear to create a potential conflict of interest; and
- (3) Each of the foregoing if applicable to any person related to the official within one degree of affinity or consanguinity (i.e., spouse, children, parents, step-children and parent in-laws).

Sec. 1.1408. Violation of code of ethics; appeal.

- (a) All complaints and allegations of violations of this code of ethics against an officer of the town shall be made in writing promptly following the conduct complained of and filed of record with the town secretary's office. The complaint shall describe in detail the act or acts complained. A general complaint lacking in detail shall not be sufficient to invoke the investigative procedures contained herein; and anonymous complaints shall not be considered. A complaint may be considered only against an officer while such person holds his/her position or office.
- (b) The town secretary shall provide a copy of the complaint to the affected officer and to the town council. The council shall consider the complaint and may conduct an investigation, appoint personnel to investigate, and/or appoint a committee comprised of no more than two members of the council to investigate and submit a report to the council as a whole for consideration. The person subject to the complaint should be encouraged to answer the allegations in the complaint in writing to be submitted to the party(s) conducting the investigation.
- (c) The council shall consider the merits of the complaint and any submitted reports, and shall make a determination as to the truth of the allegations and the disciplinary action, if any, to be imposed.
- (d) Should the council sustain the allegations in a complaint, it may, by majority vote of those present at a meeting called for such purpose, take the following actions:
 - (1) Issue a statement finding the complaint to be without merit, that may include a finding that the complaint was brought for the purpose of harassment, or brought in bad faith;
 - (2) Issue a letter of admonition or reprimand;
 - (3) Remove from office the offending officer, other than a member of the council; or
 - (4) Issue a censure if the council finds that serious or repeated violations have been committed intentionally by a member of the council.
- (e) Deliberations and decisions of the council on complaints pertaining to another councilmember shall be conducted without the participation of the subject member.
- (f) The decision of the council on a complaint shall be final and binding, and no appeal may be taken therefrom.

Sec. 1.1409. Town employees; duties; ethics.

It shall be the duty of all town employees to comply with statutes of the State of Texas and ordinances of the town with respect to the proper and appropriate conduct of their position. Mindful of town goals and objectives, each town employee:

(1) *Interference and influence.*

- a. Shall not receive any additional salary, benefits, or reimbursement for expenses for duties performed.
- b. Shall never act or be influenced in a manner that is inconsistent with the employee's lawful authority or their official capacity.
- c. Shall never take direction from any elected official other than as provided in the Code of Ordinances.

(2) *Political activity.*

- a. Shall not engage in any political activity while on duty or in a uniform, or use their official capacity to influence, interfere with or affect the results of an election in accordance with the political activity provisions of the town of the town's Personnel Policies.

(3) *Conflict of interest.*

- a. Shall not use town property, facilities, or resources for private or personal gain for themselves, their family or other parties.
- b. Shall not use confidential information for their personal gain or benefit or that of their family or other parties.
- c. Shall not grant any special consideration or treatment to any citizen beyond that which is available to every other citizen.

(4) *Acceptance of gifts.*

- a. Shall not intentionally solicit or accept, for the performance of any town service or duty, anything of value including, but not limited to, any gifts, loan, favor, or service, given for the purpose of influencing them in discharge of official duties. In no event shall any employee accept any gift or gratuity from a vendor, independent contractor or person conducting business with the town, except as provided in subsection b. hereof.
- b. Shall not accept payment for lunch nor accept products from a vendor or other such person in amount that exceeds \$25.00.

1.1410. Discipline.

Any town employee deemed to have violated this division shall be subject to discipline in accordance with the Personnel Policies of the town.

Sec. 1.1411 Implementation.

- (a) This Code of Ethics is intended to be self-enforcing and is an expression of the standards of conduct for officials of the town. It therefore becomes most effective when members are thoroughly familiar with it and embrace its provisions. For this reason, this document shall be included in the regular orientations and training for candidates and members of the town council, the town treasurer, and all applicants and members of all appointed boards, commissions and committees. Elected and appointed officials entering office shall sign a statement acknowledging they have read and understand the Code of Ethics. In addition, this Code of Ethics shall be periodically reviewed by the town council, and updated it as necessary.

(b) The mayor or town council may adopt additional ethical considerations for various departments of the town, which do not conflict with this article.”

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

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

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

DULY ADOPTED by the Town Council of the Town of Double Oak, Texas on the _____ day of _____, 2023.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY