

**AS CORRECTED**

STATE OF TEXAS  
COUNTY OF DENTON  
TOWN OF DOUBLE OAK

The Double Oak Town Council met in regular session at 7:00 p.m. October 3, 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	Council Member
Casey Parsons	Council Member
Jean Hillyer	Council Member

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

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

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

II. Citizen Comments – Non-Agenda Subjects

None

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.

Motion Hillyer seconded Parsons to approve the minutes of August 22, 2022.

AYE: Johnson Whisenhunt, Schoenrade, Hillyer, Parsons  
NAY: None  
ABSTAIN: None

Motion Carried

2. Consideration, and action on minutes of September 6, 2022.

Motion Hillyer, seconded by Schoenrade to approve the minutes of September 6, 2022, as corrected.

AYE: Parsons, Hillyer, Johnson, Whisenhunt, Schoenrade  
NAY: None  
ABSTAIN: None

Motion Carried

3. Consideration, and action on minutes of September 19, 2022.

Motion Schoenrade seconded by Hillyer to approve the minutes of September 19, 2022, as corrected.

AYE: Hillyer, Johnson, Schoenrade, Parsons, Whisenhunt  
NAY: None  
ABSTAIN: None

Motion Carried

4. Consideration, and action on minutes of September 22, 2022.

Motion Hillyer seconded Parsons to approve the minutes of September 22, 2022, as written.

AYE: Whisenhunt, Schoenrade, Hillyer, Parsons, Johnson  
NAY: None  
ABSTAIN: None

Motion Carried

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

5. Mayor and Council – Deputy Mayor Pro Tem Schoenrade thanked everyone for the well wishes while she was ill. She also thanked Brian Shults for his work on getting the Council meetings on YouTube. Council Member Parsons apologized for remarks she made at the previous meeting. Council Member Hillyer reported that the Technology Committee met with Datamax for the quarterly review. Mayor Pro Tem Johnson thanked the council for their work on the FY 2022-2023 budget.

6. Public Works - Code Enforcement – Animal Control

Public Services Randall Anglin reported the crack seal project has been completed and showed a PowerPoint of streets that had been crack sealed.\* Mr. Anglin also reported that Code Enforcement found problems with tall grass and weeds around town.

7. Administration – Town Secretary Eileen Kennedy asked if there were any questions regarding the P&L and Balance Sheet included in the packet. Deputy Mayor Pro Tem Schoenrade asked why there was a difference in the SLFRF funds on the Balance Sheet and the spreadsheet provided. Town Secretary Eileen Kennedy said she would look into the discrepancy.

8. Public Safety – Police Chief Ruben Rivas reported the department has received thirteen resumes for the open officer position. Chief Rivas also commented on National Night Out on October 4 from 5:30 p.m. to 7:30 p.m. DOVFD Fire Chief Scott Whisenhunt remarked on the Eagle Scout project at the fire station parking lot.

9. Road and Drainage Committee - None

**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.

Mayor Pro Tem Johnson explained the purpose of the agenda item is to make the citizens aware of the receipt of the second tranche of the SLFRF funds, the funds added to the balance sheet and reviewed the updated report from the independent auditor. Deputy Mayor Pro Tem Schoenrade asked why there was a difference in the SLFRF funds on the Balance Sheet and the spreadsheet provided. Town Secretary Eileen Kennedy said she would look into the discrepancy and report back to council.

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

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 back the amounts that were misappropriated to non-qualifying town employees.

Jill Glover, 170 Double Oaks Drive, read a quote from John Adams and reminded the council their job is to serve the citizens and make the right decision on how to handle distribution of the SLFRF funds.

1) Council Member Parsons noted that the town attorney said it is a sticky situation asking for the funds back that it might be construed as wage garnishment and advised it would not be a smart move. Deputy Mayor Pro Tem Schoenrade stated that the council has been transparent throughout the whole investigation and feels it appropriate that we formally request the town employees to return the funds. Council Member Hillyer said if the Mayor made the decision to pay the employees it is not the employees' fault and to

stop hanging that noose around their necks and move on. Council Member Whisenhunt said two wrongs do not make it right. A wrong was done by the former Mayor and a wrong would be to ask for the money back. We need to separate the opinions from the facts. Mr. Whisenhunt said he did not agree with the way the money was spent but some are saying it was not a legitimate expense, but yes it was. We need to have justification and asking the employees to pay it back and one does, and one does not will just cause a rift between the town and the employees. Nothing to be gained.

Motion Schoenrade to request the town council on behalf of the citizens to request the three ineligible employees pay back the funds.

Motion died for lack of a second.

2) Council Member Parsons said that she supports the position of a justification waiver letter to the Treasury Department.

Motion Parsons seconded Hillyer to apply for a justification waiver from the treasury department that could provide relief to the town without penalty or pay back.

AYE: Hillyer, Parsons, Whisenhunt,  
NAY: Schoenrade, Johnson  
ABSTAIN: None

Motion passes 3 - 2

3) Motion Hillyer seconded Whisenhunt to postpone action to use balance funds from the Double Oak balance sheet and repay the SLFRF fund back the amounts that were misappropriated to non-qualifying town employees to a future meeting should the Treasury reject the justification letter.

AYE: Whisenhunt Parsons, , Johnson, Schoenrade, Hillyer  
NAY: None  
ABSTAIN: None

Motion Carried

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

David White, 240 Shady Hill Lane, said he is the reason this is on the agenda tonight and is disappointed he was not notified that Council was going to be discussed tonight.

Public Services Randall Anglin gave a presentation on the drainage issue at 240 Shady Hill Lane. \*

Motion Hillyer seconded Parsons to go with staff's recommendations that Halff & Associates prepared, and that the town does not incur any additional expense.

AYE: Whisenhunt, Johnson, Hillyer, Parsons, Schoenrade

NAY: None

ABSTAIN: None

Motion Carried

13. Discussion on an Agreement for Fire Protection Services.

DOVFD Fire Chief Scott Whisenhunt discussed some of the changes he would like to see in the contract. The council had a lengthy discussion and Deputy Mayor Pro Tem Schoenrade asked the council to send their changes to the town attorney.

Mayor Pro Tem Johnson skipped to item 15, however, Council Member Whisenhunt asked that item 14 be discussed at the same time.

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.

Public Services Randall told the council he has begun his certification process having already taken 300 hours of required plumbing courses and has 27 hours of plumbing inspection time which requires 200 hours. When that is completed, he will be able to take the plumbing test. Mr. Anglin said Steve Koehler was taking him to plumbing inspection sites in surrounding towns that Mr. Koehler inspects. Over the next two weeks they will be putting together a schedule with Mr. Koehler. Deputy Mayor Pro Tem Schoenrade asked what the time frame would be. Mr. Anglin responded he was ahead of schedule with six months in to the one-year agreement.

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

Public Services Randall Anglin presented a PowerPoint of a comparison of SAFEbuilt fees and the contract with Steve Koehler.\* Mr. Anglin feels SAFEbuilt's fees are too high.

Motion Whisenhunt, seconded Parsons to empower the Mayor or Mayor Pro Tem to renew the new contract with Steve Koehler and work out termination of the old contract.

AYE: Johnson, Whisenhunt, Schoenrade, Parsons, Hillyer,

NAY: None

ABSTAIN: None

Motion Carried

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.

Phyllis Meyerson, 133 East View Court, encouraged the council to appoint Mike Donnelly as Mayor to serve until the next election.

Council Member Hillyer read an email from Cynthis Ray withdrawing her name for consideration for the vacant Mayor position.

Council Member Whisenhunt nominated Mike Donnelly as Mayor.

Motion Hillyer, seconded by Parson to appoint Mike Donnelly to fill the vacancy of Mayor.

AYE: Parsons, Whisenhunt, Hillyer

NAY: None

ABSTAIN: Johnson, Schoenrade

Motion Passed 3-2

17. Swear in newly appointed Mayor.

Robert Ramirez, Judge at County Court at Law Number 2, performed the swearing in of newly appointed Mayor Mike Donnelly.

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

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

Motion Whisenhunt, seconded Parsons to reappoint Phyllis Meyerson, Candy Lamel, Karen Smith, and Richard Ulrich to the Board of Adjustment.

AYE: Johnson, Hillyer, Schoenrade, Parsons, Whisenhunt

NAY: None

ABSTAIN: None

Motion Carried

19. Discussion, consideration, and action on appointments to the Planning & Zoning Commission.

Motion Schoenrade, seconded Whisenhunt to reappoint Wayne Atkins, Bonnie Morrow, Donna Gilliam and appoint Thoomas Meyer to the Planning & Zoning Commission.

AYE: Parsons, Whisenhunt, Johnson, Hillyer, Schoenrade,  
NAY: None  
ABSTAIN: None

Motion Carried

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

With no further business to come before the Council, motion Whisenhunt, second Parsons, the meeting was adjourned at 10:04 p.m.

Approved: 10/17/2022

*Mike Donnelly*

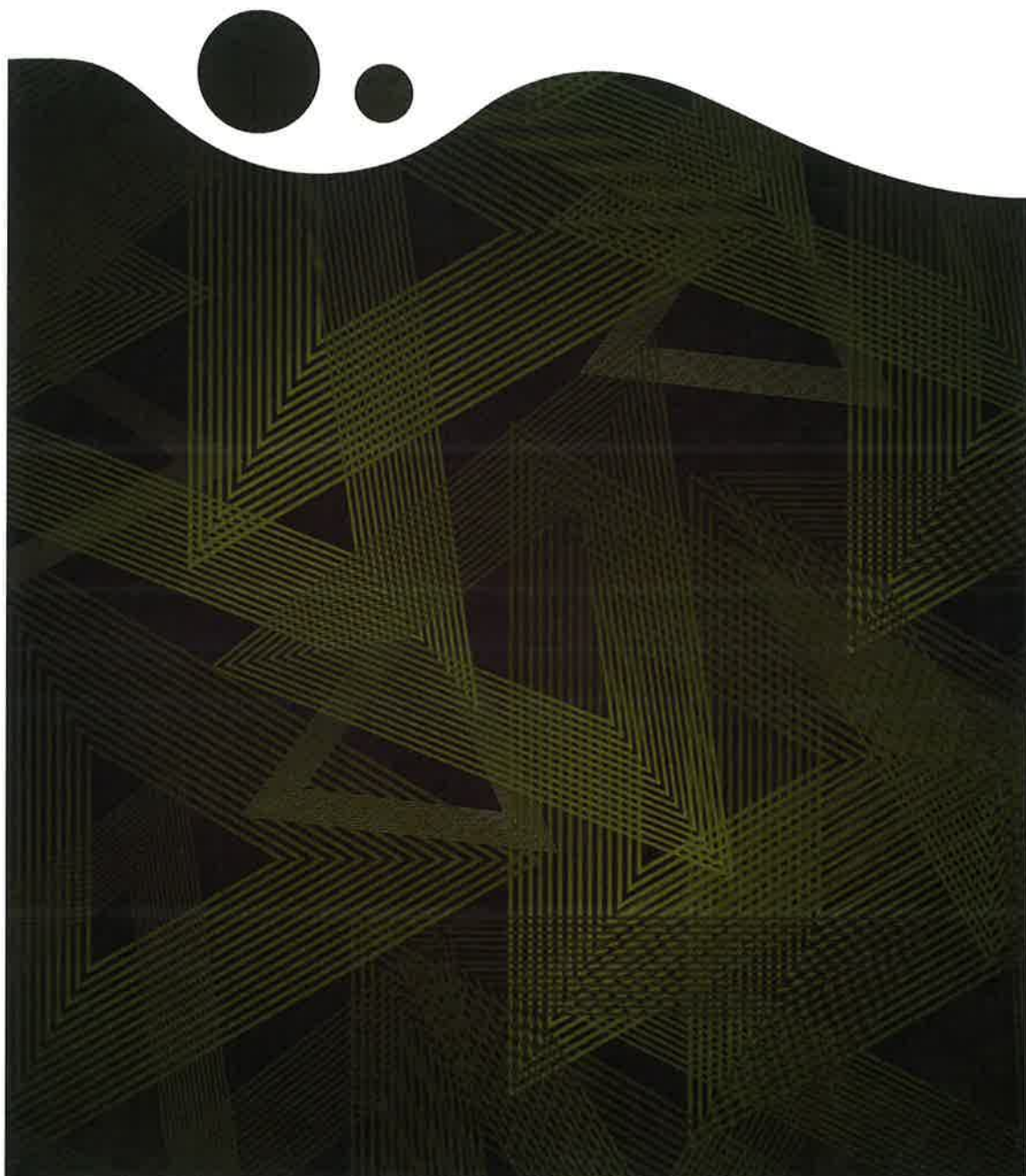
Mike Donnelly, Mayor

Attest:

*Eileen Kennedy*

Eileen Kennedy, Town Secretary



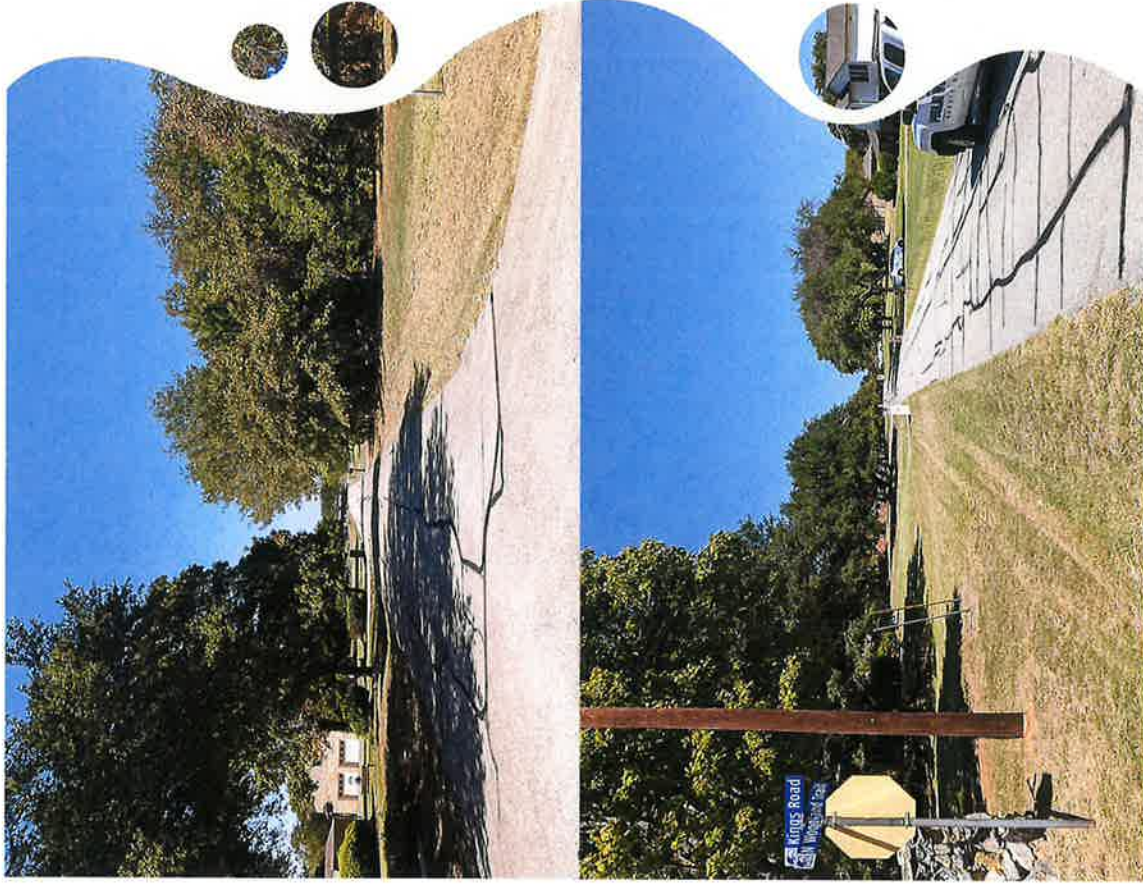


# Council Approved Road Repairs (Crack Seal) 2022

Work Done By: Midway  
Sealcoating



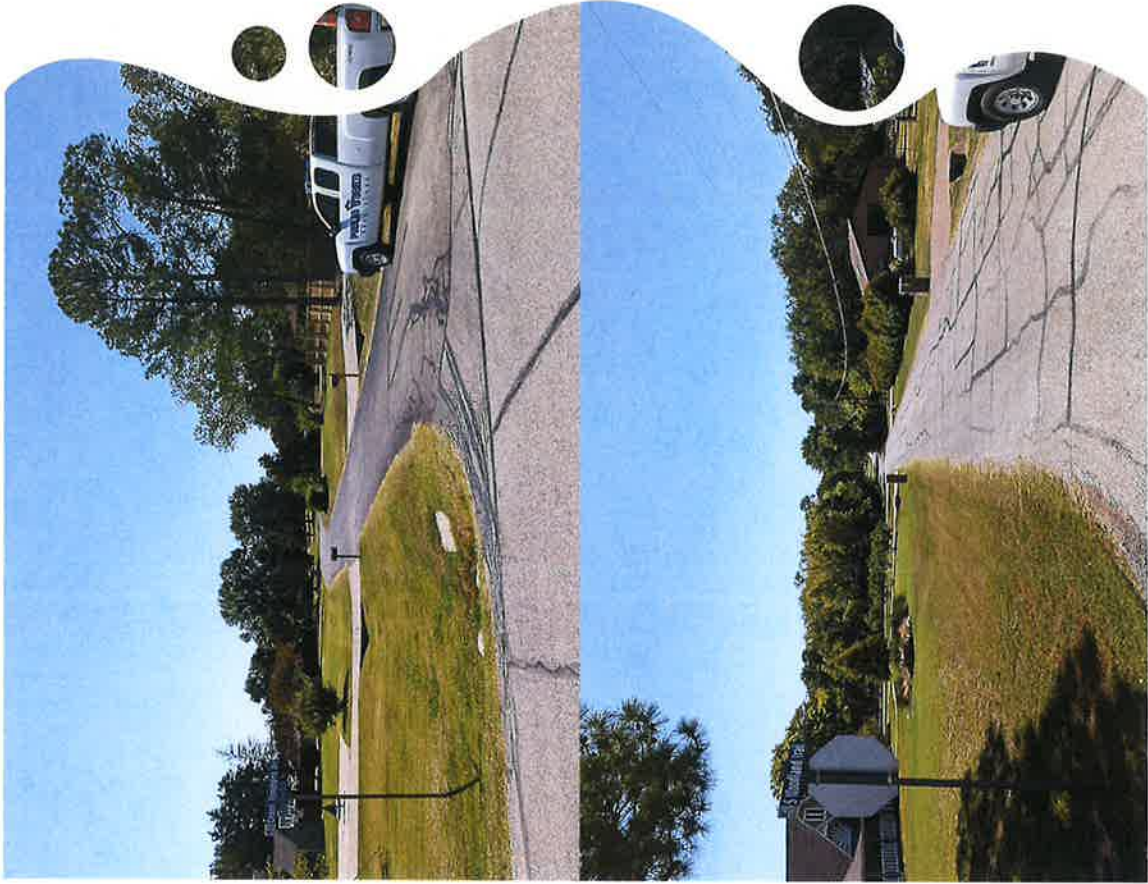
# North Woodland Trail & Green Ridge Drive



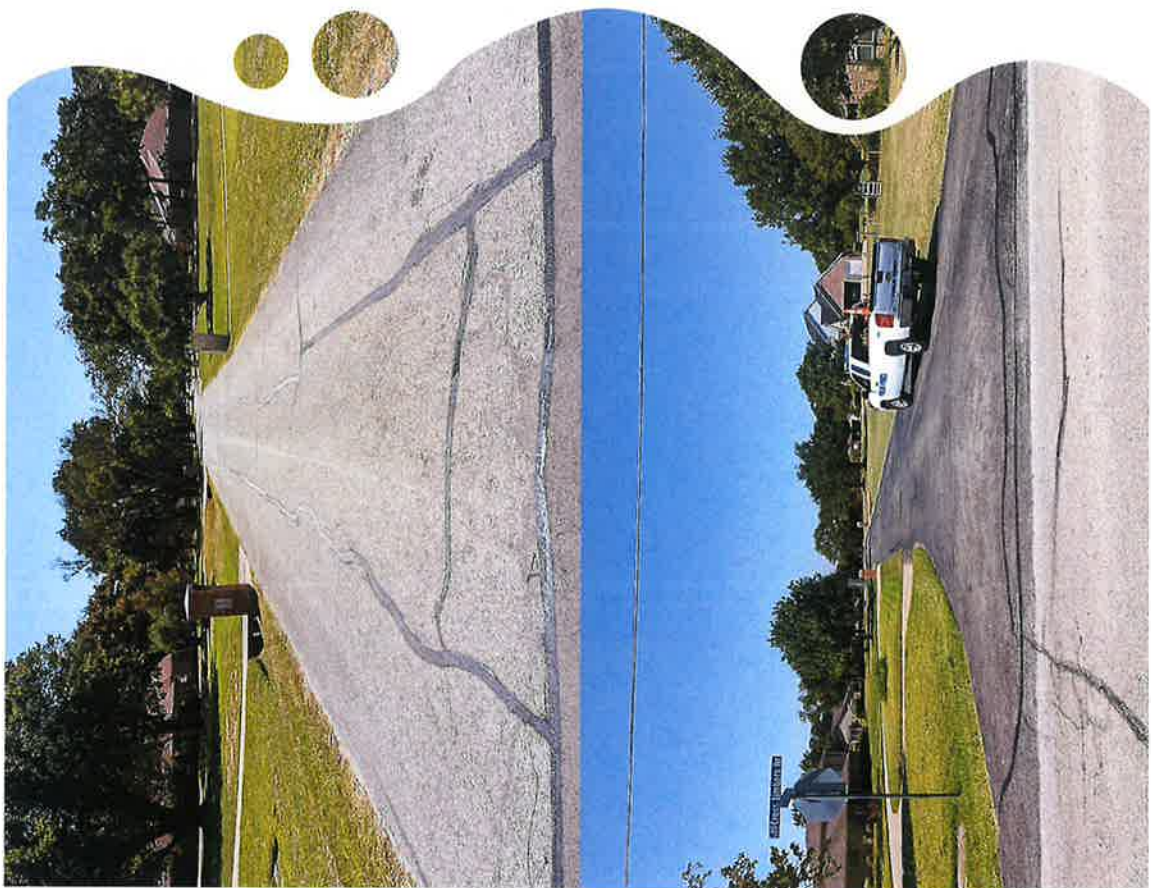
# Shady Hill Lane



# S Woodland Trail & Oak Grove Circle



# Ridgebriar Lane & Trailing Oaks Drive



# Meadow Knoll





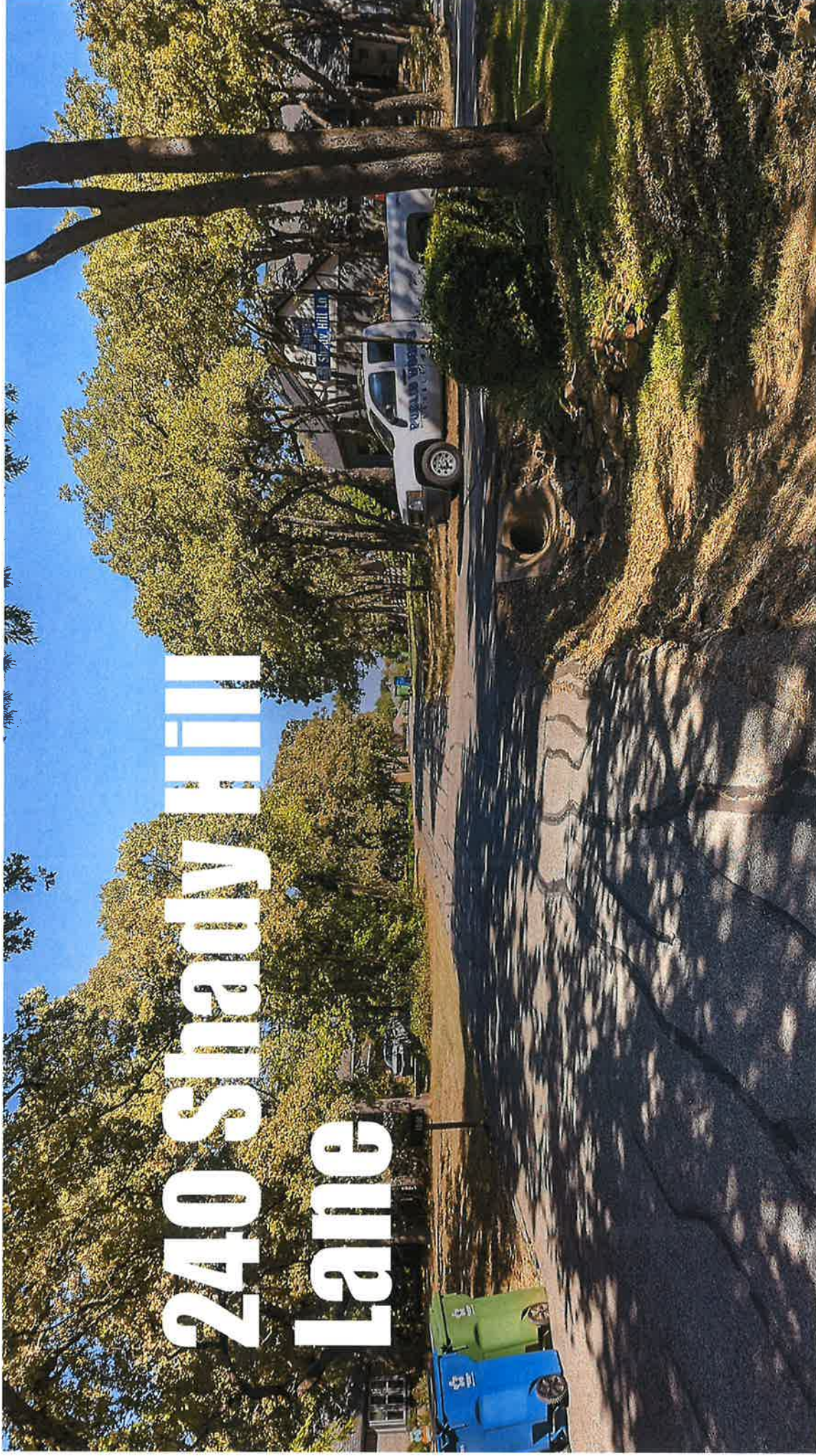
# Park Lane & Shady Hill Lane

240 Shady Hill

Natural Drainage Channel

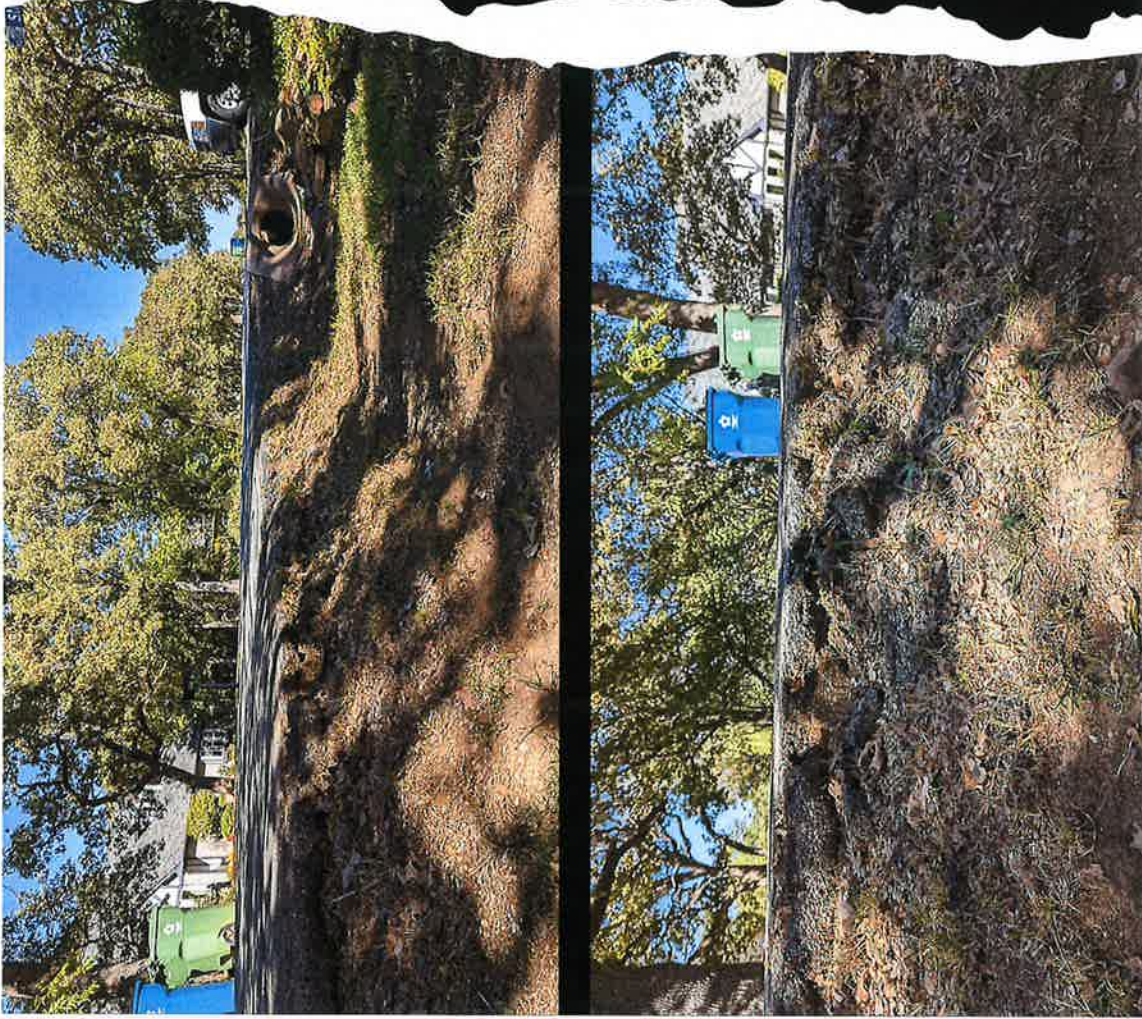
Facing Park Lane

# 240 Shady Hill Lane



# Lands Construction

- Concrete Flume \$16,000
- Flagstone \$18,000
- Underground 18" RCP (Concrete) \$17,000
- Underground (Plastic ADS) 18" \$15,000







# Half Associates

- Plans, Contracts, Specifications and Inspection w/Channel
- \$4,500
- Plans, Contracts, Specifications and Inspection w/Storm Drain
- \$8,300



# Half Associates

- Grouted Rock Riprap \$21,000
- 4" Concrete Paving \$13,368
- Grouted Flag Stone \$12,792
- 18" RCP \$19,080

# Staff Recommendation

- Uphold the current approved plan to repair the existing safety concerns within the Towns approved right of way



**Town of Double Oak  
Work Order Authorization Agreement  
For  
Professional Engineering Services with Halff Associates, Inc.  
2022 Road Projects  
FY 2022 Work Order Authorization  
June 2, 2022**

<b>Scope of Work:</b>	<p>Halff's proposed services will include preparing construction documents for the 2022 Road Projects. This year's project is Shady Oaks Lane (1,000'), Park Lane (1,400'), Timberview (1,200'), and Meadow Knoll Drive from Waketon to 1,400' north. All the roadways are a 2-lane asphalt road. The proposed improvements include a 2" overlay with variable depth milling and some base repair.</p> <p>Construction Documents</p> <ol style="list-style-type: none"> <li>1. <u>Construction Plans, Contract Documents and Specifications</u>: Plans would include Cover Sheet, General Notes, Paving Plans (with limits of overlay and pavement repair), and Construction Details. Aerial Image will be used to determine existing conditions. Prepare contract documents and specifications for bidding project.</li> <li>2. <u>Bidding</u>: Includes answering contractor RFI's, Pre-Bid Meeting, Pre-Construction Meeting, Addendum(s), and Bid Tabulations.</li> <li>3. <u>Construction Inspection</u>: Includes construction inspection and reporting during construction. Inspector will coordinate with contractor to perform inspections at construction milestones and on an as needed basis. Construction is assumed to be less than 1 month.</li> </ol> <p><u>Scope Exclusions:</u></p> <ol style="list-style-type: none"> <li>1. Geotechnical Investigation and Report</li> <li>2. Surveying</li> <li>3. Construction Material Testing (provided by contractor)</li> </ol>
<b>Deliverables:</b>	1. Construction Plans and Contract Documents.
<b>Items Furnished by City:</b>	1. N/A
<b>Schedule:</b>	Complete construction plans and specifications within (20) working days of receiving Notice to Proceed. Bidding process will be approximately 4 weeks. The construction admin and inspection is assuming 4 weeks. If construction is delayed or prolonged by contractor, additional fee may be required.

**Town of Double Oak  
Work Order Authorization Agreement  
For  
Professional Engineering Services with Halff Associates, Inc.**

<b>Fees:</b>	Plans, Contracts & Specifications:	\$17,900.00
	Bidding:	\$18,700.00
	<u>Construction Inspection:</u>	<u>\$16,700.00</u>
	<b>Total Fee:</b>	<b>\$53,300.00</b>
	This is an <u>Hourly Not to Exceed</u> Fee and will be billed monthly based on work completed. Above Task breakdown is approximate and dollars may be utilized from one task to another. Hourly costs will be 2.3 x Labor Rate.	

Halff Associates is performing the services above under the terms and conditions described in the **Agreement for Professional Engineering Services**, dated October 7, 2008, between Halff Associates and the Town of Double Oak. Halff Associates will bill the above described services under AVO 37946.422.

Submitted:  
**HALFF ASSOCIATES, INC.**

Approved:  
**TOWN OF DOUBLE OAK, TEXAS**

By: David M. Smith  
Signature

By: Von Beougher  
Signature

David M. Smith  
Printed Name

Von Beougher  
Printed Name

Public Works Team Leader  
Title

Mayor  
Title

June 2, 2022  
Date

06/06/2022  
Date



# Permit Fee

09/01/2022 - 09/30/2022

Permit Type	Description	Square Feet	Double Oak (Permit Cost)	SafeBuilt	\$60 x 2 Minimum 2 Hour Charge for Drive Time
Pool	NEW RESIDENTIAL SWIMMING POOL	0	\$325	\$475	
Patio Cover & Pergola Arbor	14' X 24' ATTACHED PATIO COVER	336	\$175 w/Slab /& Elec.	\$181.44	\$.54 per Square Foot
Roof	Re-Roof		\$85	No cost comparison base price for insp. \$120	\$60 x 2 Minimum 2 Hour Charge for Drive Time
Window	Window installation	0	\$85	No cost comparison base price for insp. \$120	
Driveway	Driveway repair and extension	0	\$85	No cost comparison base price for insp. \$120	
Addition or Remodel	complete renovation of the kitchen, bathrooms, floors, painting	4,186	\$830 (Additon/Remodel, Electrical, Plumbing, Mechanical, Windows, Plan Review, Patio Cover/Pergola)	\$810 + \$1,381 = \$2,191	\$810 + \$.33 for each sq ft over 1501-10000 sq ft
Addition or Remodel	Kitchen, dining, living room remodel	1,345	\$570 (Addition/Remodel, Electrcial, Mechanical, Plumbing, Plan Review)	\$810	
Generic	Storage Building	364	\$85 Accessory Build on Skids + \$115 Electrcial Permit Total \$200	\$196.56	\$.54 per Square Foot
Roof	One layer shingle reroof		\$85	\$120	

Accessory Building	addition to existing shed. Finish out building with utilities	896	\$265 Accessory Building (Slab, Elec. & Plumbing)	\$484	\$.54 per Square Foot
Roof	Re-Roof		\$85	No cost comparison base price for insp. \$120	
Roof	Re-Roof		\$85	No cost comparison base price for insp. \$120	
Roof	Re-Roof		\$85	No cost comparison base price for insp. \$120	
Driveway & Culvert	Culvert		\$115	No cost comparison base price for insp. \$120	
Fence	We are adding 180 LF of 5' black heritage steel fencing		\$85	\$270 + Drive Fees	\$1.5 per Lineal Foot
Addition or Remodel	Remodel existing house and add master suite and apartment ground floor	5,517	\$400	\$810 + \$660 = \$1470	\$810 + \$.33 for each sq ft over 1501 10000 sq ft
Electrical	24kW Generac standby generator and automatic transfer switch installation	0	\$115	\$175	
Window	remove & replace 9 windows in kind	0	\$85	No cost comparison base price for insp. \$120	\$60 x 2 Minimum 2 Hour Charge for Drive Time
Fence	Install New Fence	637	\$85	\$955.50	\$1.5 per Lineal Foot

Electrical	Install Generac 38kw Standby Generator with Automatic Transfer Switch	0	\$115	\$175	
Addition or Remodel	Spa Addition & Raised Wall	600	\$325 + \$85 = \$410	\$475 + \$120 = \$595	\$60 x 2 Minimum 2 Hour Charge for Drive Time
Pool	IN GROUND PRE-FAB FIBERGLASS POOL. NO MAIN DRAINS ALL SUCTION AT SKIMMER WITH CARTRIDGE.	0	\$325	\$475	
Plumbing	Gas line to pool heater for BMR POOLS		\$115	\$70 + Drive Fees	\$60 x 2 Minimum 2 Hour Charge for Drive Time
Hot Water Heater	Replacing 2 50 gal electric water heaters	0	\$85	\$70 + Drive Fees	\$60 x 2 Minimum 2 Hour Charge for Drive Time
Solar Panels	Installation of a 31.2 kW solar PV roof-mounted system.	0	\$115	\$175	
Window	REPLACE 1 WINDOW (LIKE FOR LIKE)		\$85	No cost comparison base price for insp. \$120	\$60 x 2 Minimum 2 Hour Charge for Drive Time



Roof	reroof from hail damage		\$85	No cost comparison base price for insp. \$120	
Roof	reroof from hail damage		\$85	No cost comparison base price for insp. \$120	
Pool	IN GROUND POOL AND SPA		\$85	No cost comparison base price for insp. \$120	
			<b>Total \$5,350.00</b>	<b>Total \$10,328.50</b>	

## AGREEMENT FOR BUILDING INSPECTION

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

### RECITALS:

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

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

**WHEREAS**, the parties hereto desire to enter into this Agreement for Koehler to provide building inspection according to the highest professional standards to Double Oak in accordance with the terms and conditions set forth herein; and

**WHEREAS**, all payments to be made hereunder shall be made from current revenues available to the Town; and

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

Now therefore, in consideration of the mutual promises and consideration provided for herein, the receipt and sufficiency of which are hereby confirmed, the parties hereto agree to the following:

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term:** This Agreement shall commence on October 1, 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. **Service Calls:** Koehler will provide building inspection and special services in consideration for the payment to be made by Double Oak under Section 4a.
- c. **Special Services:** Koehler will provide public infrastructure inspections at the direction of/or under the supervision of the Town Engineer.
- d. **Equipment and Availability:** Koehler will provide all equipment necessary to perform the services contained in this Agreement including, but not limited to vehicles and tools. City will provide cell phone for Koehler to take all related calls. Koehler will be available for general and special services during the normal business hours of Town Hall and shall conduct inspections in accordance with a mutually acceptable schedule with Town administrative staff.

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

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

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

Section 6. **Termination:**

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

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

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

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

Steven J. Koehler  
5900 Windridge  
Flower Mound, TX 75028

Mike Donnelly, Mayor  
Double Oak Town Hall  
320 Waketon Road.  
Double Oak, TX 75077

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of Double Oak and Koehler.

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

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

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

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

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

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

Section 13. **Indemnification:** Koehler agrees to hold harmless, save and indemnify the Town of Double Oak and its officers and employees for any and all claims for damages, personal injury and/or death that any be asserted against Double Oak arising from Koehler's negligence or his performance hereunder, save and except intentional acts or gross negligence by an employee of Double Oak. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 14. **Insurance:** Koehler agrees to procure and maintain, at a minimum, \$300,000 comprehensive general liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of Koehler, his employees or agents, under or pursuant to this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this 3rd day of October, 2022, in duplicate originals.

Town of Double Oak:

\_\_\_\_\_  
Mike Donnelly, Mayor  
Attest:

\_\_\_\_\_  
Steven J. Koehler  
Attest: