

TOWN OF POETRY, TEXAS

ORDINANCE NO. 2024-07-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS AMENDING ORDINANCE NO. 2022-10-01, GRANTING TO FARMERS ELECTRIC COOPERATIVE, INC., AN ELECTRIC POWER FRANCHISE BY AMENDING THE PAYMENT SCHEDULE FOR FEES; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE BY FRANCHISEE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Poetry, Texas (the "Town") has entered into a Franchise Agreement ("Agreement") with Farmers Electric Cooperative, Inc. (FEC) as set forth in and approved by Town of Poetry Ordinance No. 2022-10-01, adopted by the Poetry Town Council on or about October 18, 2022; and

WHEREAS, the Town and FEC have agreed to amend the Agreement by amending Subpart A of Section 6 to revise the schedule of payments to be made to the Town.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS, THAT:

SECTION 1. AMENDMENT TO SECTION 6 OF FRANCHISE ORDINANCE:

The Town Council hereby amends Town of Poetry Ordinance No. 2022-10-01, adopted by the Town Council on or about October 18, 2022, by amending Subpart A of Section 6 of the Franchise Agreement set forth therein, such that said Subpart A of Section 6 shall read as follows:

"SECTION 6. PAYMENTS TO TOWN

...

- A.** The Company shall pay to Town the amounts due contemplated under this Section 6 on a semiannual basis on the following timeline:
- a.** On or before January 31: for fees collected from July 1 through December 31 of the previous year; and
 - b.** On or before July 31: for fees collected from January 1 through June 30 of the then-current year.
 - c.** For the calendar year 2024, the fee payable on July 31, 2024 shall include fees collected throughout the calendar year of 2024 not otherwise paid to the Town.

SECTION 2. REPEAL OF SECTION 6(D):

Subpart D of Section 6 of Ordinance No. 2022-10-01 is hereby repealed.

SECTION 3. REPEALING CLAUSE:

That this ordinance does not repeal or otherwise amend any other section or provision of Town of Poetry Ordinance No. 2022-10-01 except as specifically provided for herein, and shall not operate to repeal or affect any other ordinances of the Town, except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed.

SECTION 4. SEVERABILITY:

It is hereby declared by the Town Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 5. EFFECTIVE DATE:

If Company accepts this ordinance, it becomes effective as of the date of acceptance; provided, however, that the payment schedule provided for herein shall apply retroactively to payments that have not been made but would otherwise have been due had this ordinance been in effect prior to its adoption.

PASSED AND APPROVED by the Town Council of the Town of Poetry, Texas this 18th day of July, 2024.

APPROVED:

Sara Senneker
Mayor

ATTEST:

[Signature]
Town Secretary

APPROVED AS TO FORM:

[Signature]
Town Attorney



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the Town of Poetry, Texas, (Town) a Texas municipality and the County of Kaufman, a subdivision of the State of Texas (County).

RECITALS

WHEREAS, there are Town streets and roads within the County limits that make up part of the roadway system in Kaufman County, Texas, and;

WHEREAS, the County has the responsibility for Debris Management in the event of a disaster (TGC 418.102 (a-1) and the removal of debris on the County Roads and the Town has responsibility for Debris Management in the event of a disaster and the removal of debris within the Town, and;

WHEREAS, Severe winds and storms moved through the County on May 28, 2024, leaving debris and destruction on and along all the County Roads as well as Town streets and roads within the Town, and;

WHEREAS, the County has entered into a contract with a debris removal company in compliance with the rules and guidelines set forth by the Federal Emergency Management Agency (FEMA), and;

WHEREAS, the Town is in the process of removing all debris, including dead trees, leaners, hangers, and stumps from the Rights of Ways within the Town with limited resources and to better facilitate the process within the Town and County in an effort to maintain the health, safety and welfare of the Citizens of our County, and;

WHEREAS, the Town and the County wish to continue the process of removing all debris from the roads and streets within both the Town and County. the County and Town agree to the following.

AGREEMENT

THEREFORE, the parties agree as follows:

1. The Town agrees that the County may remove all debris, including dead trees, leaners, hangers and stumps that are storm related from any right of ways on Town Roads in an effort to provide expedited storm related cleanup efforts.

2. To the extent permitted by Texas law, the Town shall indemnify and hold harmless the County, its officers, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the County or by a person performing debris removal in performance of this MOU. It is specifically agreed between the parties executing this MOU that it is not intended by any of the provisions of any part of this MOU to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this MOU to maintain a suit for personal injuries or provisions of this MOU.

3. This MOU shall remain in effect for one (1) year beginning on the last date of execution appearing below. The Town or the County may terminate this MOU for any reason upon thirty (30) days written notice to the other party.

4. This MOU is for the removal of storm related debris only.

IN WITNESS WHEREOF, we have executed this MOU, effective on the last date executed by the parties below.

Town of Rocky
Jana Sereverea
Mayor

Kaufman County

County Judge

Approved as to Form:
[Signature]
Town Attorney

Approved as to Form:

District Attorney's Office

Attested:
[Signature]
Town Secretary

Attested:

County Clerk

ACCEPTANCE BY FRANCHISEE

Farmers Electric Cooperative, Inc. hereby accepts Town of Poetry Ordinance No. 2024-07-01 amending the Franchise Agreement adopted thereby. The person whose signature is below is authorized to sign this acceptance and bind Farmers Electric Cooperative, Inc., to the terms of this acceptance.

ACCEPTED this 18th day of July, 2024.

Farmers Electric Cooperative, Inc.

By _____
(Signature)

(Name and Title)

2000 Interstate Highway 30 East
Greenville, Texas 75402-9084

STATE OF TEXAS §
 §
COUNTY OF HUNT §

BEFORE ME, the undersigned authority, on this day appeared, _____, known to me to be one of the persons whose name is subscribed to the foregoing instrument; he acknowledges to me he is the duly authorized representative for Farmers Electric Cooperative, Inc., a Texas corporation, and that he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2024.

Notary Public Signature

My Commission Expires:

TOWN OF POETRY, TEXAS

ORDINANCE NO. 2024-07-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS AMENDING ORDINANCE NO. 2022-10-01, GRANTING TO FARMERS ELECTRIC COOPERATIVE, INC., AN ELECTRIC POWER FRANCHISE BY AMENDING THE PAYMENT SCHEDULE FOR FEES; PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE BY FRANCHISEE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Poetry, Texas (the "Town") has entered into a Franchise Agreement ("Agreement") with Farmers Electric Cooperative, Inc. (FEC) as set forth in and approved by Town of Poetry Ordinance No. 2022-10-01, adopted by the Poetry Town Council on or about October 18, 2022; and

WHEREAS, the Town and FEC have agreed to amend the Agreement by amending Subpart A of Section 6 to revise the schedule of payments to be made to the Town.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS, THAT:

SECTION 1. AMENDMENT TO SECTION 6 OF FRANCHISE ORDINANCE:

The Town Council hereby amends Town of Poetry Ordinance No. 2022-10-01, adopted by the Town Council on or about October 18, 2022, by amending Subpart A of Section 6 of the Franchise Agreement set forth therein, such that said Subpart A of Section 6 shall read as follows:

"SECTION 6. PAYMENTS TO TOWN

...

A. The Company shall pay to Town the amounts due contemplated under this Section 6 on a semiannual basis on the following timeline:

- a. On or before January 31: for fees collected from July 1 through December 31 of the previous year; and
- b. On or before July 31: for fees collected from January 1 through June 30 of the then-current year.
- c. For the calendar year 2024, the fee payable on July 31, 2024 shall include fees collected throughout the calendar year of 2024 not otherwise paid to the Town.

SECTION 2. REPEAL OF SECTION 6(D):

Subpart D of Section 6 of Ordinance No. 2022-10-01 is hereby repealed.

SECTION 3. REPEALING CLAUSE:

That this ordinance does not repeat or otherwise amend any other section or provision of Town of Poetry Ordinance No. 2022-10-01 except as specifically provided for herein, and shall not operate to repeal or affect any other ordinances of the Town, except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed.

SECTION 4. SEVERABILITY:

It is hereby declared by the Town Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 5. EFFECTIVE DATE:

If Company accepts this ordinance, it becomes effective as of the date of acceptance; provided, however, that the payment schedule provided for herein shall apply retroactively to payments that have not been made but would otherwise have been due had this ordinance been in effect prior to its adoption.

PASSED AND APPROVED by the Town Council of the Town of Poetry, Texas this 18th day of July, 2024.

APPROVED:

Sara Senevich
Mayor

ATTEST:

[Signature]
Town Secretary

APPROVED AS TO FORM:

[Signature]
Town Attorney



ACCEPTANCE BY FRANCHISEE

Farmers Electric Cooperative, Inc. hereby accepts City of Poetry Ordinance No. 2024-07-01.
The person whose signature is below is authorized to sign and bind Farmers Electric Cooperative, Inc. to the terms of this acceptance.

ACCEPTED this 25th day of July, 2024.

Farmers Electric Cooperative, Inc.

By: Mark Stubbs
(Signature)

Its: _____
General Manager

Street Address:
2000 Interstate Highway 30 East
Greenville, Texas 75402-9084

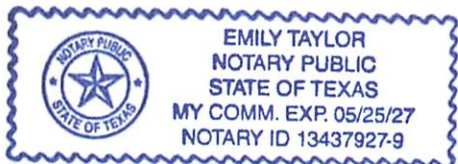
THE STATE OF TEXAS §
 §
COUNTY OF HUNT §

BEFORE ME, the undersigned authority, on this day appeared,

Mark Stubbs, known to me to be one of the persons whose name is subscribed to the foregoing instrument; he acknowledges to me he is the duly authorized

representative for Farmers Electric, a Texas corporation, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of July, 2024.



Emily Taylor
Notary Public Signature

My Commission Expires:
5/25/27

ACCEPTANCE BY FRANCHISEE

Farmers Electric Cooperative, Inc. hereby accepts City of Poetry Ordinance No. 2024-07-01. The person whose signature is below is authorized to sign and bind Farmers Electric Cooperative, Inc. to the terms of this acceptance.

ACCEPTED this 25th day of July, 2024.

Farmers Electric Cooperative, Inc.

By: Mark Stubbs
(Signature)

Its: _____
General Manager

Street Address:
2000 Interstate Highway 30 East
Greenville, Texas 75402-9084

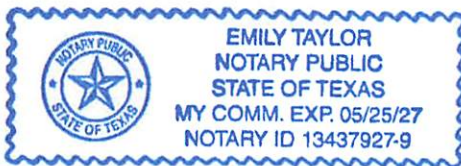
THE STATE OF TEXAS §
 §
COUNTY OF HUNT §

BEFORE ME, the undersigned authority, on this day appeared,

Mark Stubbs, known to me to be one of the persons whose name is subscribed to the foregoing instrument; he acknowledges to me he is the duly authorized

representative for Farmers Electric, a Texas corporation, and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 25th day of July, 2024.



Emily Taylor
Notary Public Signature

My Commission Expires:
5/25/27

Subpart D of Section 6 of Ordinance No. 2022-10-01 is hereby repealed.

SECTION 3. REPEALING CLAUSE:

That this ordinance does not repeal or otherwise amend any other section or provision of Town of Poetry Ordinance No. 2022-10-01 except as specifically provided for herein, and shall not operate to repeal or affect any other ordinances of the Town, except insofar as the provisions thereof are inconsistent or in conflict with the provisions hereof, and to the extent of such conflict, if any, such other ordinances are hereby repealed.

SECTION 4. SEVERABILITY:

It is hereby declared by the Town Council that if any of the sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance should be declared unconstitutional or otherwise invalid for any reason, such event shall not affect any remaining sections, paragraphs, sentences, clauses, phrases, words, or provisions of this ordinance.

SECTION 5. EFFECTIVE DATE:

If Company accepts this ordinance, it becomes effective as of the date of acceptance; provided, however, that the payment schedule provided for herein shall apply retroactively to payments that have not been made but would otherwise have been due had this ordinance been in effect prior to its adoption.

PASSED AND APPROVED by the Town Council of the Town of Poetry, Texas this 18th day of July, 2024.

APPROVED:

Sara Senneker
Mayor

ATTEST:

[Signature]
Town Secretary

APPROVED AS TO FORM:

[Signature]
Town Attorney

