



**Town of  
Poetry**

**Sales and Use Tax Revenue**

**GL Account 6010- Capital  
Road Refurbishment**

**Texas Comptroller Allocation**

<b>May-23</b>	\$392.28
<b>Jun-23</b>	\$6,432.63
<b>July-23</b>	\$8,529.55

Starting Balance \$3000.00

**Total Allocation**                      **\$15,354.46**



# Memo

To: Mayor Senkevech and Councilmembers

From: Theresa Scholander, Deputy Town Secretary

Date: 08/17/2023

Re: Deputy Town Secretary's Office Report

Town Secretaries' Office report on current items we have been working on from the time of the last report on 07/18/2023.

- Proposed Town Hall move in date announcement upcoming.  
I have to admit I am looking forward to this move in date!  
The move will definitely help my organizational efforts.  
Due to my surgeries, volunteers will be needed since I am limited in my ability.
- I continue to reach out to all FEC reimbursement property owners who have yet to cash their reimbursement checks.  
Please note: Auditors most likely will void all checks uncleared when audit complete for year ending 09/30/2023. **If you have not cashed your check please do so immediately.**
- This past month town office collected Final Campaign Reports and associated forms from each of last year's May election candidates.  
Thank you, candidates, for turning these reports in timely manner.
- SPAC's; One SPAC turned in their Final Dissolution Report and one SPAC has yet to do so.  
That report is past due now. '
- Day in the life: Town Hall office is open Thursday afternoons. All week's business from 5pm Thursday to opening following Thursday is completed prior to office closing. All accounting, unread emails, daily tasks, PIR's are received and acknowledged, and/or any issues that need addressed.

Have a safe and wonderful Texas August.  
Enjoy your Poetry Tx Summer,

*Theresa Scholander*



# Town of Poetry

## Jul-23

### Beginning Bank Balance

**\$43,163.54**

### Deposits

7/5/2023	PIR Income	\$2.00
7/10/2023	Donations Town Hall Bldg Expense - ADA Bathroom	\$225.00
7/10/2023	Donations Town Hall Bldg Expense - ADA Ramp	\$75.00
7/13/2023	Donations Town Hall Bldg Expense - ADA Ramp	\$500.00
7/14/2023	<b>Sales &amp; Use Tax Revenue</b>	<b>\$8,529.55</b>
7/20/2023	Combined Dep - Donation Town Hall + Q2 Solid Waste	\$4,141.71 (75.71 + 4066.00)
7/21/2023	Q2 Solid Waste	\$3,297.50
7/26/2023	Return Refund Home Depot Bldg Supplies - Ramp	\$32.26
7/27/2023	Return Refund Amazon Office Supplies	\$1.50
7/28/2023	Return Refund G&S Sales Bldg Supplies - Ramp	\$710.64
	<b>Total</b>	<b>\$17,515.16</b>

### Withdrawals & Debits

7/5/2023	Amazon - Office Supplies	\$57.49
7/6/2023	G&S Sales - ADA Ramp	\$60.95
7/7/2023	Home Depot - ADA Ramp	\$325.08
7/7/2023	Newspaper Post - Terrell Tribune - Property Annex	\$209.00
7/11/2023	G&S Sales - ADA Bathroom	\$13.35
7/13/2023	Wix - Internet	\$19.48
7/17/2023	Double R Ag Supply - ADA Ramp	\$162.00
7/18/2023	Amazon - Town Hall Audio Amplifier/Speakers	\$111.98
7/18/2023	G&S Sales - ADA Ramp	\$195.02
7/20/2023	Home Depot - ADA Ramp	\$480.90
7/21/2023	G&S Sales - ADA Ramp	\$1,154.03
7/21/2023	USPS - Postage	\$54.39
7/24/2023	G&S Sales - ADA Ramp	\$147.58
7/24/2023	McCoys - ADA Ramp	\$21.60
7/24/2023	McCoys - ADA Bath	\$6.99
7/25/2023	Amazon - Town Hall Improvement - General	\$99.98
	<b>Total</b>	<b>\$3,119.82</b>

### Checks Paid

7/7/2023	Waldo Enriquez Mowing Weed Eating TownHall	\$120.00
7/13/2023	Cliff Olson Rick Lozano - Grab Bar and Mirror Installl	\$210.00
7/13/2023	Cliff Olson Rick Lozano - Tile Install	\$975.00
7/14/2023	Print Time - Newsletter (2 invoices)	\$193.74
7/14/2023	LBJ Diversified - ADA Parking Lot	\$4,150.00
7/18/2023	Payroll Secretary	\$332.46
7/19/2023	Print Time - Newsletter	\$49.99
7/20/2023	PWSC Water Town Hall	\$48.86
7/24/2023	Faith Temple Electric Reimb	\$50.00
7/25/2023	Reliant - Town Hall Electric	\$27.78
7/25/2023	Nichols, Jackson, Dillard, Hager & Smith - Legal June	\$245.01
	<b>Total</b>	<b>\$6,402.84</b>

### Ending Bank Balance

**7/31/2023**

**\$51,156.04**

**STATE OF TEXAS  
COUNTIES OF KAUFMAN AND HUNT  
CITY OF POETRY, TEXAS**

**BE IT REMEMBERED THAT ON THIS DAY OF THE** 18th of July, 2023 at 6:30 pm, the City Council of Poetry, Texas, held a Public Forum and Regular Town Council Meeting at 11214 FM 1565 Poetry, Texas, 75160 with the following present:

Mayor Tara Senkevech  
Councilmember Tom Anderson  
Councilmember Mike Jaffe

Councilmember Simeon White  
Councilmember Terry Fowler  
Councilmember Jonathan Blake

**Mayor Senkevech** called the meeting to order at 6:30

**Evie Anderson, Clerk** confirmed quorum.  
All council members were present.

**Pledge of Allegiance and Invocation**

**Councilmember Fowler** led the pledge and invocation.

**f: Mayor Tara Senkevech** gives items of community interest;

The mayor is soliciting for any grant-writers available to please email to [contact@poetrytexas.org](mailto:contact@poetrytexas.org)

\* Thanks to Chad Dalida and 365 Land Development for clearing three fallen trees from the Town Hall site.

\*Thanks to Jon Simpson for donating his time to put sheet rock inside the new closet and for a reduced price in adding on the closet addition.

\* Huge thanks to Leland Barnett for donating gravel for the drive and additional concrete work while doing an excellent job on our ADA van-accessible parking lot. He worked the gravel so that it is very solid and will keep the area from being muddy after a rainstorm.

\*If you live in Kaufman County. We want to hear from citizens. Anyone who believes they were adversely affected by the property ID's split out in Kaufman County to please email with factual information regarding such to [mayor.tara@poetrytexas.org](mailto:mayor.tara@poetrytexas.org). To solve any of the problems, we need factual information about any hardships this may have caused. Coy Johnson, the Deputy Appraiser of Kaufman County has said it does not affect your property values as the group them together in what is called "economic unit" when evaluating values. He says it doesn't affect one's homestead or Agriculture exemptions.

**g) Reports**

**1. Financial—June end 2023; Q3 Budget vs. Actual**

**2. Secretary's Report—Deputy City Secretary Theresa Scholander**

DCS Scholander has requested hours for Town Hall be changed from 12-4pm to 1-5pm on Thursdays.

**3. Town Hall progress—Tom Anderson and Mayor Senkevech**

Councilmember Anderson gives explanation of ADA ramp.

**h) Consent Agenda:**

**1. Minutes from June 5th, 2023, Meeting.**

Councilmember Jaffe makes motion to approve, seconded by Councilmember White. Passes 5:0

**2. Minutes from June 20th, 2023, Meeting.**

Councilmember Jaffe makes motion to approve, seconded by Councilmember Blake. Passes 5:0

**3. Pay June legal bill of \$ 245.01**

Councilmember White makes motion to approve, seconded by Councilmember Anderson. Passes 5:0

**i) Public Forum:**

**1) Discuss and take action on Voluntary Annexation of Lori and Andy Bass**

**property.** Motion made by Mayor Senkevech to move Public Forum to after Item 1 on Regular Agenda, seconded by Councilmember Anderson. Passes 5:0

**j) Regular Agenda:**

**1) Discuss and take action on making monthly reports of sales and use tax receipts, potential disbursements and balances.**

Councilmember Anderson explains reasons for putting this item on the agenda, making a point of how sales and use tax should remain a restricted account. Council agrees that transparency is called for, maybe with a line item on Monthly End reports.

**i) Public Forum:**

**1) Discuss and take action on Voluntary Annexation of Lori and Andy Bass**

**property.** Citizen Shelley Smith asks if there were any perks offered for this action, Mayor Senkevech answered no. Councilmember Anderson makes motion to accept Ordinance, seconded by Councilmember White. Passes 5:0

**2) Discuss the Zero Zoning Ordinance proposed.** Councilmember White presents the Ordinance and explains the history. He reiterates that this needs public discussion and

encourages everyone to talk to the council about it. Council discusses various issues, including grandfathering. Citizen Brian Vinson stands against Ordinance as written, asks for a new title, asks for clarification/definitions. Citizen Chad McFarlane is against regulation of his front yard, and expresses concern for citizens who have smaller lots due to disproportionate laws. Citizen Shelley Smith asks if all discussions will happen in public from now on, and asks who will be enforcing the zoning laws. Citizen Louis Cernoch feels that the Zoning Ordinance is too lenient, Citizen Patrick Smith asks Councilmember White if the work he presented is accurate information. Citizen Mike Griffin says the document refers to a map, and asks when it will be available, and warns against pairing the document down too far. Councilmember Jaffe expresses concern of the “slippery slope”. Council discusses further, and Councilmember Anderson requests that Legal attend next meeting.

**3) Discuss and take action on the 1445 Agreement.** Mayor Senkevech gives history on necessity of agreement. Citizen Herbert Fletcher is not in favor of Kaufman County regulating anything around him. Citizen Brian Vinson is opposed to signing over exclusive jurisdiction to any other municipal organization. Citizen Shelley Smith asks if a similar agreement will be made with Hunt County, and she asks if Poetry plans to meet or exceed Kaufman County's road specifications. Citizen Patrick Smith asks for purpose of this agreement, and expresses concern over road specifications. He is also concerned with citizens of Poetry being treated differently between the counties. Council discusses, and decides to delay vote until Legal can be included.

**4) Discuss City Secretary search.** Mayor Senkevech gives update on applications.

**5) Discuss and take action on Deputy City Secretary Theresa’s request to amend office hours to Thursdays 1-5 pm to allow her to take a needed morning therapy class and to flex with occasional extra hours up to the allotted 15 hours per week until the secretary vacancy is filled.** Motion to approve made by Councilmember Anderson, seconded by Councilmember Jaffe. Passes 5:0

**j) General Public Comments**

Citizen Luke Knochel lives on a private road, and would like a future discussion on city help with road upkeep.

Citizen Shelley Smith asks if the past Property Tax Ordinance is coming back.

Citizen Jim Cook asks if future Development roads would be city roads or ETJ, and says that a delay in Zoning will leave more to be grandfathered.

**k) Adjourned Regular Meeting @ 8:21 pm [Minutes prepared by Sheri Vinson]**

\_\_\_\_\_ **Mayor, Tara Senkevech**

\_\_\_\_\_ **Attest, Deputy Secretary, Theresa Scholander**

Agenda  
Town of Poetry  
**Regular Town Council Meeting**

Thursday, August 10th, 2023

6:30 p.m.

Faith Temple Baptist Church  
11214 FM 1565 Poetry, 75160

- a) Call the Town Council to order.
- b) Roll call to confirm quorum– Evie Anderson
- c) Pledge of allegiance—
- d) Invocation—
  
- e) **CITIZEN COMMENTS:** Persons wishing to speak on any posted agenda item may do so when the individual item is opened for consideration by the Council. Speakers will be limited to 3 minutes unless a longer period of time is allowed by law for use of a translator. Persons wishing to speak must sign up at least 24 hours in advance of the meeting by emailing [contact@poetrytexas.org](mailto:contact@poetrytexas.org) or by signing up in person at the meeting location from 6-6:30 pm with name, address, and an agenda item on which there is a desire to speak. You must be signed up to speak during the meeting. Comments should be respectful with no personal attacks. To preserve the order and decorum of the meeting of the Town Council, any person who makes, profane, slanderous, or threatening remarks or who becomes disruptive during the meeting will be asked to leave the Council Chambers. (Texas Penal Code §§ 38.13, 42.05)
- f) **Items of Community Interest:**  
*Pursuant to Section 551.0415 of the Texas Government Code, the Town Council may report on the following items: 1) expression of thanks, congratulations, or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders upcoming Town Council events; 5) about community events, and 6) announcements involving an imminent threat to public health and safety.*

*\* Thanks to Bob Boles for retrofitting audio equipment into a donated cabinet by Acclivus of Addison, TX who is downsizing and has a manager who lives in Poetry.*

*\* Thanks to Corrinne Hanson and Lisa Rae Hirogoyen for cleaning the Town Hall.*

*\*Thanks CM Tom Anderson and grand nephew for installing accessories in bathrooms and working several days on various projects for town hall.*

*\*Thanks to Sheri Vinson for typing the minutes.*

*\*The Town is soliciting for any grant-writers available to please email to [contact@poetrytexas.org](mailto:contact@poetrytexas.org)*

***\*The town is looking for volunteers to move furniture to the Town Hall Friday, August 25<sup>th</sup>. We will begin at 7 am to try to beat the heat. We need those who are strong, but also those who can help clean.***

*\*If you live in Kaufman County. We want to hear from citizens. Anyone who believes they were adversely affected by the property ID's split out in Kaufman County to please email with factual information regarding such to [mayor.tara@poetrytexas.org](mailto:mayor.tara@poetrytexas.org). To solve any of the problems, we need factual information about any hardships this may have caused. Coy Johnson, the Deputy Appraiser of Kaufman County has said it does not affect your property values as the group them together in what is called "economic unit" when evaluating values. He says it doesn't affect one's homestead or Agriculture exemptions.*

#### **g) Reports**

**1. Financial— a) July end 2023**

**b) Q3 Budget vs. Actual updated.**

**c) Sales & Use Tax Receipts Report**

**2. Secretary's Report—**Deputy City Secretary Theresa Scholander-read by Evie Anderson

**3. Town Hall progress—Tom Anderson and Mayor Senkevech**

#### **h) Consent Agenda:**

1. Minutes from July 18th, 2023, Meeting.

2. Pay June legal bill of \$ 1218.75

3. Pay the remainder of the Hunt County Final Election bill for May election of \$3167.19-\$500 payment= **\$2667.90**.

4. Pay Annual License fee from Hunt County for Voting Equipment of **\$500**.  
[\$13,500 divided by 27 entities=\$500]

#### **i) Regular Agenda:**

1) Discuss and take action on the Zero Zoning or revised Ordinance proposed.

2) Discuss and take action on an Interlocal 1445 Agreement.

3) Discuss and take action on the possibility of town bearing the burden of maintaining private roads.

4) Discuss, evaluate and take action on approved Solid Waste vendors' accounts.

5) Review of the Poetry Post newsletter to see if any changes need to occur.

6) Discuss and take action on proposed Business plan for phone & Internet.



**j) General Public Comments:** Comments are limited to three (3) minutes. If a translator is needed, the speaker may be given up to four (4) minutes. **Sign-up is required BEFORE the Meeting is called to order.** Be aware that the Town Council can only respond with **factual information only.** The Town Council may consider putting citizen concerns on a future agenda.

**k) Adjournment** NOTE: The Town Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including Sec. 551.071 (private consultation with the attorney for the Town); Sec. 551.072 (purchase, exchange, lease, or value of real property); Sec. 551.074 (personnel or to hear complaints against personnel); Sec. 551.076 (deployment, or specific occasions for implementation of security personnel or devices); and Sec. 551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

*Notes: Disabled persons requiring special assistance are requested to notify the Town of Poetry 24 hours in advance of the meeting by calling the mayor's office at 214-317-8128.*

*I certify that the above notice of the meeting was posted at 5671 CR 323 Poetry Texas on August 5<sup>th</sup>, 2023 by 6:30 pm and online at [poetrytexas.org](http://poetrytexas.org).*

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**Tara Senkevech, Mayor**

# Zero Zoning Ordinance

AN ORDINANCE OF THE TOWN COUNCIL OF POETRY, TEXAS, ADOPTING A PLANNING AND ZONING CODE TO MAINTAIN RURAL INTEGRITY, AND FURTHERING THE OBJECTIVES OF THE COMPREHENSIVE PLAN.

WHEREAS, the Town of Poetry, Texas is a Type A general Law municipality of the State of Texas and is a municipal body politic and corporate, established and existing under the laws of the State of Texas; and

WHEREAS, the Town Council of Poetry is the governing body of the Town and is authorized by the Texas Local Government Code to adopt ordinances and rules that are necessary and proper for governing and maintaining the good government of the Town, the welfare of the municipality and its trade, commerce, and sanitation; and

WHEREAS, the Council is authorized under Chapter 211 of the Texas Local Government Code to regulate the use of land within the municipal boundaries of the Town to promote the health, safety, morals and general welfare and the protection and promotion of areas of historical, cultural, or architectural importance and significance; and

WHEREAS, the Town of Poetry, Texas, cherishes its unique rural spirit and agricultural lifestyle, valuing the tranquil, peaceful life it provides to its residents; and

WHEREAS, in accordance with the Poetry Comprehensive Plan, the Town seeks to protect this lifestyle from encroachment, uphold the rights of its residents, prevent overcrowding and congestion, and regulate development consistent with rural living; and

WHEREAS, the Town intends to uphold the liberties of its citizens, acknowledging the importance of having as few rules as possible and ensuring that any rules instituted are consistent with rural life; and

WHEREAS, the Town intends to preserve its natural landscape, avoiding where possible the destruction of trees and environmental sensitive areas, and promoting the preservation of open space; and

WHEREAS, the Town Council finds and determines that the comprehensive zoning ordinance and regulations adopted herein are intended to accomplish the goals and objectives of the Town Council and that these regulations are in the best interests of the public health, safety, morals and general welfare of the citizens of the Town of Poetry.

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

**SECTION 1. PURPOSE; APPLICABILITY**

1.1. This Code shall be known as and may be cited as the Zero Zoning Ordinance, or the comprehensive zoning ordinance, of the Town of Poetry, Texas.

1.2. The provisions of this ordinance are enacted to protect the public health, safety, morals, and general welfare, and to protect, preserve and promote of areas of historical, cultural, or architectural importance and significance. These provisions are specifically intended to:

- 1.2.1. Preserve and protect the Town’s rural atmosphere and lifestyle and encourage a healthful and convenient distribution of population by regulating and limiting the density of development;
- 1.2.2. Lessen congestion in the streets;
- 1.2.3. Secure safety from fire, panic, and other dangers;
- 1.2.4. Prevent the overcrowding of land;
- 1.2.5. Ensure the provision of adequate size of yards, courts, and open space for adequate light, air, and fire safety;
- 1.2.6. Conserve the value of buildings and land;
- 1.2.7. Avoid undue concentration of population ;
- 1.2.8. Facilitate the adequate provision of transportation, water, sewers, schools, parks, and other public requirements;
- 1.2.9. Minimize loss due to destruction by nature or acts of God; and
- 1.2.10. Promote health, safety, morals and the general welfare .

1.3. The provisions of this ordinance shall apply to all land, buildings, structures, and uses thereof located within the Town of Poetry and its extraterritorial jurisdiction, unless an exemption is provided by the terms of this ordinance or as otherwise exempted by state law.

1.4. To the extent allowed by law, the provisions of this Code shall apply to all land, buildings, structures, and uses owned by government agencies, including all municipal, state, and federal lands, within the corporate limits of the Town and its extraterritorial jurisdiction.

1.5. No building or structure shall be erected, converted, enlarged, reconstructed, or altered for use, nor shall any land, building, or structure be used or changed, except in accordance with all of the applicable regulations established by this ordinance.

**SECTION 2. ZONING DISTRICTS ESTABLISHED**

2.1. Zoning Districts Identified

The Town of Poetry, Texas, is hereby divided into zoning districts as listed in the section.

ABBREVIATED DESIGNATION	ZONING DISTRICT NAME
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AR	AR: Agrarian. Farm/cattle land and large residential properties (5+ acres)
SF-E	SF-E: Single Family Estate. Mid-sized residential properties (2-5 acres)
SF	SF: Single Family. Small residential properties (1-2 acres)
B	B: Business. Light retail and neighborhood services

2.2. Description and Purpose of Zoning Districts

AR- Agrarian Residential District: This district provides for the farming, ranching, residential and gardening activities on land being utilized for these purposes.

SF-E - Single-Family Residential - Estate: The SF-E district provides for residential use and development on large lots with a minimum lot size of 87,120 square feet (two acres). Density in this district is limited to one residential dwelling unit per lot.

SF – Single Family Residential: This SF District provides for residential use and development on lots which are less than 87,120 square feet (two acres). Density in this district is limited to one residential dwelling unit per lot.

B - Business District - Light Retail, and Neighborhood Services. This district is intended for neighborhood shopping facilities, and retail and/or commercial facilities of a service character. Uses developed under the standards of the B District are designed to provide a compatible relationship between the nonresidential use and development and adjacent residential areas.

**SECTION 3. ZONING DISTRICT MAP**

3.1. Zoning District Boundaries Delineated on Zoning District Map

The proposed boundaries of the zoning districts set out herein are delineated upon the Zoning District Map of the Town of Poetry, Texas, said map being hereby adopted as part of this ordinance as fully as if the same were set forth herein in detail.

3.2. Regulations for Maintaining Zoning District Map

Upon adoption, two (2) original, official, and identical copies of the Zoning District Map bearing the signature of the Mayor and attestation of the Town Secretary and shall be filed and maintained as follows:

3.2.1. One copy shall be filed with the Town Secretary, to be retained and labeled as the “Original Zoning Map” and shall not be changed in any manner.

3.2.2. One copy shall be filed with the Town Secretary and shall be maintained up-to-date by posting thereon all changes and subsequent amendments. A written record (logbook) shall be kept by the Town Secretary of all changes made to the Zoning District Map.

3.2.3. Reproductions of the official Zoning District Map may be made for information

purposes.

#### **SECTION 4. ZONING DISTRICT BOUNDARIES**

##### **4.1. Rules for Determining District Boundaries**

The district boundary lines of zoning districts shown on the zoning district map are usually along streets and property lines, or extensions thereof. Where uncertainty exists as to the boundaries of districts as shown on the official zoning map, the following rules shall apply:

- 4.1.1. Boundaries indicated as approximately following streets shall be construed to follow the centerline of such street, highway, or alley.
- 4.1.2. Boundaries indicated as approximately following platted lot lines shall be construed as following such lines.
- 4.1.3. Boundaries indicated as approximately following town limits shall be construed as following town limits.
- 4.1.4. Where physical features of the ground are at variance with information shown on the official zoning district map, or if there arises a question as to how a parcel of property is zoned and such question cannot be resolved, or the zoning of property is invalidated by a final judgment of a court of competent jurisdiction, the property shall be considered as AR - Agrarian District, temporarily.

#### **SECTION 5. ZONING OF ANNEXED TERRITORY**

##### **5.1. Permanent Zoning Concurrent With Zoning**

An area or areas being annexed to the Town of Poetry shall ordinarily be given permanent zoning concurrently with the annexation.

##### **5.2. Temporary Classification**

In instances in which the zoning of a newly-annexed territory concurrently with the annexation is not accomplished, the annexed territory shall be temporarily classified as AR – Agrarian District, until permanent zoning is established by the Town Council. The procedure for establishing permanent zoning of annexed territory shall conform to the procedure established by law for changes to zoning district boundaries. The Town Council shall determine a permanent zoning for such area as soon as practicable after annexation.

#### **SECTION 6. COMPLIANCE WITH ZONING REGULATIONS; SIGNAGE**

##### **6.1. Exclusions**

Nothing herein contained shall require any change in the plans, construction, or designated use of a building under construction or the use of land at the time of the passage of this ordinance.

##### **6.2. One Main Building on a Lot or Tract**

In single family residential districts, a lot shall have no more than one main building.

##### **6.3. Signage**

No off-premise sign in excess of ten (10) feet in height, measured from the average grade of the property on which the sign is erected, shall exist, be constructed or be allowed on any lot or tract in the Town or within the Town's extraterritorial jurisdiction, unless authorized by majority vote of the Town Council. The regulations contained within this ordinance pertaining to nonconforming

structures shall apply to signs.

## **SECTION 7. AR – AGRARIAN RESIDENTIAL**

### 7.1. General Purpose and Description

This district provides for the continuance and use of land for residential, farming, ranching, raising, producing, or keeping plants or animals, or cultivation and management of other natural resources or farm products on land being utilized for these purposes. Accessory uses that are incidental to the permitted uses are also allowed, and may include dwellings for proprietors and employees, barns, storage of grain, animal raising, feed preparation, and wholesale sales of products produced on-site. Density in this district will usually be no greater than one (1) residential dwelling unit per lot and may include other buildings and structures incidental to agricultural use including barns, stables and loafing sheds.

### 7.2. Permitted Uses

A building or premise shall be only for the following purposes:

- 7.2.1. Single family residential use;
- 7.2.2. Farming and raising of crops, fruits and vegetables;
- 7.2.3. Ranching and raising of livestock (excluding commercial feed lots);
- 7.2.4. Parks, playgrounds, community buildings, libraries, museums and other public recreational facilities, police and fire stations and similar public uses owned and/or operated by the Town or other public agency; and privately owned and maintained playgrounds and like recreation areas;
- 7.2.5. Churches and public and private schools; and
- 7.2.6. Such other uses as may be permitted with a Specific Use Permit.

### 7.3. Height and Area Regulations

See Appendix 1, Area, Setback, Height, and Coverage Regulations.

## **SECTION 8. SF-E - SINGLE-FAMILY RESIDENTIAL – ESTATE**

### 8.1. General Purpose and Description

The SF-E district provides for residential development and use on large lots with a minimum lot size of two acres. Density in this district will usually be no greater than one (1) residential dwelling unit per lot. Uses that are incidental to the permitted uses are also allowed.

### 8.2. Permitted Uses

A building, land or premises in the SF-E District shall be used only for the following purposes:

- 8.2.1. Single family residential use;
- 8.2.2. Parks, playgrounds, community buildings, libraries, museums and other public recreational facilities, police and fire stations and similar public uses owned and/or operated by the Town or other public agency; and privately owned and maintained playgrounds and like recreation areas;
- 8.2.3. Churches and public and private schools; and
- 8.2.4. Such other uses as may be permitted with a Specific Use Permit.

### 8.3. Height and Area Regulations

See Appendix 1, Area, Setback, Height, and Coverage Regulations.

## **SECTION 9 SF – SINGLE FAMILY RESIDENTIAL:**

9.1. General Purpose and Description: This SF District provides for residential use and development on lots which are at least one acre but less than two acres. Uses that are incidental to the permitted uses are also allowed. Density in this district is limited to one single family dwelling unit per lot.

### 9.2. Permitted Uses

A building or premise in an SF-E District shall be used only for the following purposes:

- 8.2.1. Single family residential use;
- 8.2.2. Parks, playgrounds, community buildings, libraries, museums and other public recreational facilities, police and fire stations and similar public uses owned and/or operated by the Town or other public agency; and privately owned and maintained playgrounds and like recreation areas;
- 8.2.3. Churches and public and private schools; and
- 8.2.4. Such other uses as may be permitted with a Specific Use Permit.

### 9.3. Height and Area Regulations

See Appendix 1, Area, Setback, Height, and Coverage Regulations.

## **SECTION 10. B - BUSINESS - LIGHT RETAIL, AND NEIGHBORHOOD SERVICES**

### 10.1. General Purpose and Description.

The Business District - B- is intended for neighborhood shopping facilities, and retail and/or commercial facilities of a service character. The B District is established to accommodate the daily and frequent retail needs of the community as well as those that are incident to agricultural uses. The following regulations shall be applicable to all uses in the district:

### 10.2. Permitted Uses

#### 10.2.1. Offices such as:

- 10.2.1.1. Executive and administrative offices;
- 10.2.1.2. Business offices of a public utility, real estate, insurance, commercial or industrial establishment;
- 10.2.1.3. Medical, dental offices and clinics, legal, engineering, architectural and similar professional offices, accounting, auditing and bookkeeping service offices;
- 10.2.1.4. Finance agency offices and banks, including drive through facilities;
- 10.2.1.5. Miscellaneous business services such as credit reporting agencies, stenographic services, business and management consulting services;
- 10.2.1.6. Offices of non-profit organizations;
- 10.2.1.7. Municipal and other governmental offices; and
- 10.2.1.8. Any other office in which goods or merchandise are not commercially created, displayed, stored, exchanged or sold.

#### 10.2.2. Retail sales and personal service shops and establishments as follows:

- 10.2.2.1. Food market and grocery store;
- 10.2.2.2. Drug Store and/or pharmacy;

- 10.2.2.3. Feed store;
- 10.2.2.4. Tack shop;
- 10.2.2.5. Hardware store;
- 10.2.2.6. Dry goods store; and
- 10.2.2.7. Restaurants serving food and beverages.

10.3. Height and Area Regulations

See Appendix 1, Area, Setback, Height, and Coverage Regulations.

**SECTION 11. USE OF LAND AND BUILDINGS**

No land shall hereafter be used and no building or structure shall hereafter be occupied, used, erected, altered, removed, placed, demolished or converted which is contrary to the following table. In addition to the uses specified in each of the zoning districts, the following additional uses are allowed in the designated districts (the letter “A” indicates an allowed use, the letter “S” indicates a use allowed only by Specific Use Permit, and a blank space means that the use is prohibited):

TYPE OF USE	AR	SF-E	SF	B
Accessory building	A	A	A	S
Carport	A	A	A	A
Garage, private	A	A	A	A
Manufactured Housing, HUD-Code	A	A	A	
Manufactured Homes	A	A	A	
Stable, private	A	A	A	S
Trailer; travel trailer; cattle trailer, etc., storage; not to be used for living quarters	A	A	A	A

**SECTION 12. CLASSIFICATION OF NEW AND UNLISTED USES**

12.1. Procedure For Classifying New/Unlisted Uses

It is recognized that new types of land use will develop and forms of land use not anticipated may seek to locate in the town. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

- 12.1.1. The Town Secretary shall refer the question concerning any new or unlisted use to the Town Council as to the zoning classification(s) into which such use should be placed. The referral of the use interpretation question shall be accompanied by a statement of facts listing the nature of the use and whether it involves dwelling



activity, sales, processing, type of product, storage and amount and nature thereof, enclosed or open storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, dust, toxic material, and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.

12.1.2. The Town Council shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts, in determining the zoning district or districts within which such use should be permitted.

12.1.3. The Town Council shall approve or make such determination concerning the classification of such use as is determined appropriate, based upon its findings.

## **SECTION 13. NONCONFORMING USES, STRUCTURES, AND LOTS**

### **13.1. Uses in Existence at Time of Adoption of Ordinance**

A nonconforming status shall exist when a use, structure or lot which does not conform to the regulations prescribed in the district in which such use or structure is located was in existence and lawfully operating prior to the adoption of this ordinance.

### **13.2. Expansion of Nonconformity Prohibited**

No nonconforming use, structure or lot may be expanded or increased beyond the lot or tract upon which such nonconforming use is located as of the effective date of this ordinance.

### **13.3. Repairs/Normal Maintenance on Nonconforming Uses Permitted**

Repairs and normal maintenance may be made to a nonconforming building or structure.

### **13.4. Change of Nonconforming to Conforming Use**

Any nonconforming use, structure or lot may be changed to a conforming use, structure or lot and once such change is made, the use, structure or lot shall not thereafter be changed back to a nonconforming use.

### **13.5. Abandonment/Discontinuation of Nonconformity**

Whenever a nonconforming use or structure is abandoned, all nonconforming rights shall cease, and the use of the premises shall thenceforth be in conformity with this ordinance. Abandonment shall involve the intent of the user or owner to discontinue a nonconforming operation and an act of discontinuance. Discontinuance of a nonconforming use or the vacancy of a nonconforming structure for a period of at least six (6) months shall be construed as conclusive proof of intent to abandon the nonconforming use or structure. Any nonconforming use occurring within a structure that is moved from the premises shall be considered to have been abandoned. Any nonconforming structure which is damaged or destroyed by fire, flood or other natural causes shall terminate all nonconforming rights in and to the structure if the cost to repair the damage is at least 50% of the value of the structure.

## **SECTION 14. PLANNING AND ZONING COMMISSION/BOARD OF ADJUSTMENT**

### **14.1. Organization and Appointment of Planning Commission**

The Town Council shall serve as the Planning and Zoning Commission until such time as a separate Commission is deemed desirable and is established by the Town Council.

### **14.2. Organization and Appointment of Board of Adjustment**

The Town Council shall serve as the Board of Adjustment until such time as a separate Board is deemed desirable and is established by the Town Council. When presiding as a Board of Adjustment, a quorum shall be at least four (4) members of the Town Council. When presiding as a Board of Adjustment, the Town Council shall have the authority to hear and consider appeals from orders of Town officials in zoning matters, variances based on unnecessary hardship, and special exceptions where the terms of an ordinance delegates the authority to consider special exceptions.

## **SECTION 15. DEFINITIONS**

### **15.1 General Rules of Construction:**

The following rules of construction shall apply to the interpretation of words used in this ordinance:

- 15.1.1: words used in the present tense include the future tense;
- 15.1.2: words used in the singular number include the plural number;
- 15.1.3: words in the plural number include the singular number;
- 15.1.4: the words "building" and "structure" are synonymous;
- 15.1.5: the words "lot", "plot" and "tract" are synonymous; and
- 15.1.6: the word "shall" is mandatory and not discretionary.

### **15.2 Definitions**

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

***Accessory Use or Building:*** An accessory building or use is one which: (a) is subordinate to a main building or primary use; and (b) is located on the same lot as the main building or primary use. An accessory building is a structure that is not connected or attached to the main building by a common roof line.

***Acre:*** An area of land consisting of 43,560 square feet. As used in these regulations, acreage is net, not gross; the area comprised by an acre of land does not include areas occupied by streets, alleys and drainage ways.

***Building*** - Any structure built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of

fire, each portion so subdivided may be deemed a separate building.

*Building, Main or Primary* - A building in which is conducted the principal use of the lot on which it is situated. Detached accessory buildings (not connected and sharing a common roof line) do not comprise the main or primary building.

*Building Line* - A line parallel or approximately parallel to the street line at a specified distance therefrom constituting the minimum distance from the street line that a building may be erected.

Carport: A structure open on a minimum of three (3) sides designed or used to shelter vehicles, not to exceed thirty-six (36) feet on its longest dimension.

*Dwelling Unit* - A building or portion thereof designed exclusively for residential occupancy, including dwelling units that may specifically be designated as one-family or dingle-family, two-family, and multiple-family dwellings. The phrase "dwelling unit" does not refer to buildings designed and used as hotels, boarding houses, rooming houses, and motels.

*Family.* One or more persons related by blood, marriage, or adoption, or a group not to exceed four persons not all related by blood or marriage, adoption or guardianship, occupying a dwelling unit and living as a single housekeeping unit.

*Farm, Ranch, or Orchard:* An area of five (5) acres or more which is used for growing of usual farms products and/or raising of usual farm products and animals and including the necessary accessory uses for raising, treating, and storing products raised on the premises, but not including the commercial feeding of offal or garbage to swine or other animals and not including any type of agriculture or husbandry specifically prohibited by ordinance or law. Farm, ranch, or orchard use shall not cause a hazard to health by reason of unsanitary conditions and shall not be offensive by reason of odors, dust, fumes, noise, or vibrations or be otherwise detrimental to the public welfare.

*Garage, Private:* A detached accessory building or portion of the main building for the parking or temporary storage of automobiles of the occupants of the premises; if occupied by vehicles of others, it is a storage space.

*HUD-code manufactured home* means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, built on a permanent chassis, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, transportable in one or more sections, and, in the traveling mode, at least eight body feet in width or at least 40 body feet in length, or, when erected on site, at least 320 square feet, includes the plumbing, heating, air conditioning, and electrical systems of the home, and does not include a recreational vehicle as defined by 24 C.F.R. 3282.8(g).

*Lot* - An undivided tract or parcel of land under one (1) ownership having frontage upon a public street or officially approved place, either occupied or to be occupied by a building or building group, together with accessory buildings, and used together with such yards and other open spaces as are required by this ordinance, which parcel of land is designated as a separate and distinct tract and is identified by a tract or lot number or symbol in a duly approved subdivision plat of record or in a survey.

*Manufactured housing* and *manufactured home* mean a HUD-code manufactured home or a

mobile home and collectively means and refers to both.

*Mobile home* means a structure constructed before June 15, 1976, built on a permanent chassis, designed for use as a dwelling with or without a permanent foundation when the structure is connected to the required utilities, transportable in one or more sections, and, in the traveling mode, at least eight body feet in width or at least 40 body feet in length or, when erected on site, at least 320 square feet, and includes the plumbing, heating, air conditioning, and electrical systems of the home.

*Nonconforming lot.* A parcel of land having less area, frontage, or dimensions than required in the district in which it is located, but which existed prior to the adoption of the district regulations.

*Nonconforming structure.* A structure or building having a dimension or setback than otherwise required by the regulations applicable to the district in which it is situated, but which was constructed prior to the adoption of the district regulations.

*Nonconforming use.* A use of land lawfully used and occupied prior to the effective date of an ordinance or regulation that does not conform to the use regulations of the district in which it is situated.

*Sign.* Any device, name, number, identification, description, announcement, declaration, demonstration, flag, banner, pennant, illustration, light, or insignia, and the supporting structure of any of the same, placed upon or affixed directly or indirectly to or upon any building or outdoor structure, or erected or maintained upon a piece of land which directs attention to any object, product, service, place, activity, person, institution, organization, or business, except that holiday lights and decorations shall not be considered signs.

*Single family dwelling:* A detached building designed exclusively for occupancy by one (1) family, excluding manufactured housing or manufactured homes.

*Stable, private:* An accessory building set back from adjacent property lines a minimum distance of one hundred (100) feet and used for quartering horses, not to exceed two (2) horses per one acre area of a farm or lot.

*Trailer, travel trailer, cattle trailer, etc. storage, not to be used for living quarters:* Any unpowered vehicle designed to be towed by a powered vehicle, not to be used for living quarters.

## **SECTION 17. CHANGES AND AMENDMENTS TO ALL ZONING ORDINANCES AND DISTRICTS AND ADMINISTRATIVE PROCEDURES**

### **17.1. Declaration of Policy**

The Town declares the enactment of these regulations governing the use and development of land, buildings, and structures to be a measure necessary to the orderly development of the community. Therefore, no change shall be made in these regulations or in the boundaries of the zoning districts except:

17.1.1. To correct any error in the regulations or map.

17.1.2. To recognize changed or changing conditions or circumstances in a particular

locality.

- 17.1.3. To recognize changes in technology, style of living, or manner of doing business.

## 17.2. Authority to Amend Ordinance

The Town Council may from time to time, after public hearings required by law, amend, supplement, or change the regulations herein provided or the classification or boundaries of the zoning districts. Any amendment, supplement, or change to the text of this ordinance and/or the zoning map and any change in the classification or boundaries of the zoning districts may be initiated by the Town Council, or may be requested by the owner of the affected real property or the authorized representative of an owner of affected real property.

## 17.3. Changes in Zoning District Boundaries or Classifications

- 17.3.1. Upon filing of an application for an amendment to the classification or boundaries of a zoning district, the Town Council shall hold a public hearing on said application.

- 17.3.2. For zoning changes that seek to modify zoning district classifications or boundaries, written notice of the date, time and location of the public hearing shall be:

- 17.3.2.1 sent to the owner of the property or his agent and to all owners of real property lying within two hundred (200) feet of the property on which the change in classification is proposed, such notice, mailed first-class postage prepaid, to be given at least thirty (30) days before the date of such hearing; and

- 17.3.2.2. published in the official newspaper of the Town or another newspaper of general circulation at least sixteen (16) days from the date of such publication; and

- 17.3.2.3. posted on the Town's website continuously for at least thirty (30) days prior to the public hearing; and

- 17.3.2.4. posted on the property by the applicant with a sign, plainly visible from the nearest public roadway, which shall state "Zoning Change Requested, for information call Town Hall" and the telephone number shall be listed. The sign shall be at least eighteen (18) by twenty-four (24) inches in size and shall be continuously posted for at least fifteen (15) days before the public hearing. However, failure of owners to receive notice of hearing, or the failure of signage to be posted, shall in no way affect the validity of the action taken.

- 17.3.3. For zoning changes that seek to amend regulations contained within this ordinance, written notice of the date, time and location of the public hearing shall be published and posted in the manner and within the times set forth in subsections 17.3.2.2 (published in the Town's official newspaper) and 17.3.2.3 (posted on the town's website).

## **SECTION 18. SPECIFIC USE PERMITS**

### 18.1. Purpose

Specific Use Permits (SUP's) are zoning classifications that may include regulations as a part of the zoning ordinance granting the SUP. The uses that normally fall into the specific use category are uses that have unique characteristics that may, depending on the location of the property, require different conditions and regulations not otherwise listed under the basic zoning districts, or uses that are not considered by this ordinance as an allowed use by right. The Town's consideration of SUP applications is discretionary, not ministerial, and may be granted or denied by the Town Council based on the best interests of the public health, safety, morals and general welfare.

#### 18.2. Process

An application for an SUP may only be filed by the owner of the affected property or his/her duly authorized agent. The town may charge a fee to the applicant in an amount intended to compensate the town for the costs of publication and administrative expenses. The Town Council shall conduct a public hearing on the application after notice of the date, time and location is delivered, published, and posted in accordance with the notice requirements for zoning classification or district boundary changes.

18.3. If granted, the town council may impose reasonable conditions on the use allowed by the SUP, including but not limited to hours of operation, parking requirements, on-site signage, and limitations on the emission of noise, dust and fumes. The specific conditions set forth in the ordinance granted the SUP will supersede the provisions of this ordinance only when in direct conflict; otherwise all zoning regulations under this ordinance will apply. The zoning map shall identify the properties on which an SUP has been granted.

### **SECTION 19. PENALTY FOR VIOLATIONS**

Any person, association or corporation violating any of the provisions of this ordinance shall upon conviction be fined a sum not to exceed two thousand dollars (\$2000.00) per day and each and every day that the provisions of this ordinance are violated shall constitute a separate and distinct offense. The foregoing sanction is not exclusive and the town may pursue any and all other remedies associated with violations of its zoning regulations as may be allowed by law.

### **SECTION 20. VALIDITY, SEVERANCE AND CONFLICT**

If any section, paragraph, subdivision, clause, phrase or provision of this ordinance shall be adjudged invalid or held unconstitutional, the same shall be severed from and shall not affect the validity of this ordinance as a whole or any part or provision hereof other than the part so determined to be invalid or unconstitutional. To the extent any provision of this ordinance conflicts with other ordinances of the Town of Poetry, the terms of this ordinance shall control.

### **SECTION 21. EFFECTIVE DATE**

This ordinance shall be effective upon its adoption by the Town Council and the and the publication of its caption as the law may so require.

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**APPENDIX 1**  
**DISTRICT REGULATIONS**

	<b>AG</b>	<b>SF-E</b>	<b>SF</b>	<b>B-1</b>
MAXIMUM HEIGHT (feet)	30	30	30	30
SIDE YARD WIDTH (feet)	35	35	35	25
MINIMUM REAR YARD (feet)	50	50	50	25
MINIMUM FRONT YARD (feet)	75	75	75	75
MINIMUM LOT AREA (square feet)	87,120	87,120	43,560	43,560
MINIMUM LOT WIDTH (feet)	200	200	150	75
MINIMUM LOT DEPTH (feet)	400	400	200	120
MAXIMUM LOT COVERAGE	15%	10%	10%	50%

**NOTES TO APPENDIX 1**

- a) The minimum residential lot area for the various districts shall be in accordance with the regulations for each district, except that a lot having less area than required which was an official “lot of record” at the time of the adoption of this ordinance (a nonconforming lot) may be used for a one-family dwelling.
- b) No lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirements set forth in the respective district.



- c) The front yard setback shall be measured from the property line at an existing street to the front face of the building, covered porch, covered terrace, or attached accessory buildings. Eaves and roof extensions or a porch without posts or columns may project into the required front yard for a distance not to exceed four (4) feet and subsurface structures, platforms, or slabs may not project into the front yard to a height greater than thirty (30) inches above the average grade of the yard. On corner lots, the front yard setback shall be observed along the frontage of both intersecting streets (unless shown specifically otherwise on a final plat).
- d) The rear yard setback or depth is defined as the distance from the boundary of a lot which is most distant from or is most nearly parallel to the front lot line, and the front, rear or side of any structure. The side yard setback or depth is the distance between the front, rear or side of any structure and any lot line that is not the front or rear lot line. Eaves and roof extensions or a porch without posts or columns may project into the required rear or side yard for a distance not to exceed four (4) feet and subsurface structures, platforms, or slabs may not project into the yard to a height greater than thirty (30) inches above the average grade of the yard
- e) The height of a building is measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to (1) the highest point of the roof's surface, if a flat surface, (2) to the deck line of mansard roofs, or (3) to the mean height level between eaves and edge for hip and gable roofs and, in any event, excluding chimneys, cooling towers, elevator bulkheads, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten (10) feet. If the street grade is not officially established, the average front yard grade shall be used for a base level.
- f) Where a building line has been established by an ordinance adopted by the Town Council and such line requires a greater or lesser front yard setback than is prescribed by this ordinance for the district in which the building line is located, the required front yard shall comply with the building line so established by such ordinance.
- g) Where the frontage on one side of a street between two (2) intersecting streets is divided by two (2) or more zoning districts, the front yard shall comply with the requirements of the most restrictive district for the entire frontage.
- h) Single-family dwellings require building lots of two (2) acres or more, except in the SF-Single Family Residential District.

Note from Simeon, not to be included in final document:

This document is called the “Zero Zoning Ordinance” not because it doesn’t do anything positive for us and our neighbors, but because this ordinance should have zero effect on our way of life. As councilman Terry Fowler so beautifully put it, we don’t have a vision for the town, we have a memory. This document is meant to preserve that memory of our town for as long as possible.

I also would like to thank the previous members of the P&Z research sub-committee for their hundreds, if not thousands, of collective hours researching and putting this document together. While it’s true that we weren’t a sub-committee at the time this rendition of the document was written, it was their research and endless hours that made this possible. In writing this rendition, it’s been the aim to only include what we as a sub-committee already approved together.

I would like to mention a few names in particular to thank for their labors on this document: Firstly, Ms. Katherine Hardwicke for her work as the chairwoman and hostess for our meetings. Secondly, Mr. Mike Griffin for working with me in editing what was a monster of a document before this latest “zero zoning” rendition. His hard work both in and out of the meetings deserves especial note. We also have him to thank for bringing cookies to most of the meetings which, honestly, is probably what kept us coming back every week. I’d also like to thank Council Terry Fowler, Mr. Leland, Mr. Kevin, Mr. Chad, Mr. Dale and Ms. Robbyn for their research and advise on this ordinance. It’s completely fair to say that without all their help, this Zero Zoning document wouldn’t have been possible.

This current Zero Zoning rendition is a very condensed version of what our research group was putting together. The only addition to this document from the original, which we approved as a research sub-committee, is in the whereas(s) and some other minor edits in wording and formatting. I “wrote” (took from other cities) the legalese in some of the whereas sections, but most are a rewording from our comprehensive plan, which our research group did write and approved.

**FINAL COSTS FOR TOWN OF POETRY ELECTION  
MAY 6, 2023**

Training of election judges & clerks	No Charge
Rental of polling places (rental & janitorial)	\$50.00
Ballot printing costs	\$333.96
Election Kits	\$61.48
List of registered voters	No Charge
Programming charge for ballots	\$500.00
Compensation of early voting clerks	\$347.46
Compensation of election judge/clerks on Election Day	\$1,115.50
Compensation for Early Voting Ballot Board	INCL
Central Count Workers	\$41.58
Postage for early voting by mail	\$24.08
Testing notice for newspaper	\$9.64
Mileage	\$22.93
Extra hours worked by Elec. Admin. Staff	\$187.23
Preparation of Canvass	\$1.00
Verity Key and Vdrives	\$184.40
Total	\$2,879.26
Administrative Fee (10%)	\$287.93
<b>Final Amount Due</b>	<b>\$3,167.19</b>

**PLEASE MAKE CHECKS PAYABLE TO:  
Hunt County Voter Administration  
2217-A Washington St., Greenville, TX 75401**

Nichols, Jackson, Dillard, Hager & Smith L.L.P.  
 500 N Akard St.  
 Suite 1800  
 Dallas, TX 75201 USA  
 214-965-9900      Tax ID: 75-0861592

**TOWN OF POETRY  
 TX USA**

**Date:                    07/31/2023  
 Ref.:                    3089.000  
 Bill #:                   46211**

**RE:**    General Legal Services

**Attention:**      Mayor Tara Senkevech

Date	Init	Description of Service	Hours	Amount
07/10/2023	DMB	Preparation of draft letter amendment to Kaufman County ILA, emails to mayor and D Bonner, re road repairs, culverts.	0.50	97.50
07/14/2023	DMB	Review of materials (draft letter, Atty Gen handbook), email to mayor re Public Information Act fee schedule.	0.25	48.75
07/17/2023	DMB	Review and revision of draft zoning ordinance, email to mayor.	3.25	633.75
07/18/2023	DMB	Emails to mayor re vested rights, Kaufman County 1445 ILA.	0.25	48.75
07/19/2023	DMB	Email opinion to councilmember (SW)	0.25	48.75
07/20/2023	DMB	Preparation of draft budget ordinance, revision of draft notice of public hearing, emails to mayor.	1.00	195.00
07/21/2023	DMB	Emails to mayor re budget schedule, website posting, council agenda, SB 2038 (ETJ exclusions	0.50	97.50
07/27/2023	DMB	Research, email to mayor re agricultural development districts.	0.25	48.75

	Our Fee	6.25	1,218.75
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**Time Summary**

Lawyer Initials	Rate	Hrs	Amount
DMB	195.00	6.25	1,218.75

	<b>Total Fees and Disbursements</b>	<b>1,218.75</b>
--	-------------------------------------	-----------------

	<b>TOTAL</b>	<b>1,218.75</b>
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	<b>Net Amount Owing on This Bill</b>	<b>1,218.75</b>
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**Statement of Account**

Prior Balance	245.01
Payments & Adjustments	-245.01
Current Fees	1,218.75
<b>Amount Due and Owing to Date</b>	<b>\$1,218.75</b>

**Nichols, Jackson, Dillard, Hager & Smith L.L.P.**  
 Attorneys & Counselors at Law  
 500 N Akard St.  
 Suite 1800  
 Dallas, TX 75201 USA  
 214-965-9900  
 Fax (214) 965-0010  
 E-mail [NJDHS@NJDHS.com](mailto:NJDHS@NJDHS.com)

Jul 31, 2023

Client: 3089

TOWN OF POETRY  
TX USA

MATTER STATUS

		Prior Balance	Payments Adjustments	Current Charges	Total
3089.000	General Legal Services	245.01	-245.01	1,218.75	1,218.75
	<b>Total</b>	<b>245.01</b>	<b>-245.01</b>	<b>1,218.75</b>	<b>1,218.75</b>

**INTERLOCAL COOPERATION AGREEMENT  
ETJ AUTHORITY - LAND USE REGULATIONS**

This **INTERLOCAL COOPERATION AGREEMENT** ("Agreement") is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code as amended by House Bill 1445 ("H.B. 1445"), enacted by the Texas Legislature during its 77th Legislative Session, by and between the **TOWN OF POETRY, TEXAS** ("Town"), a political subdivision of the State of Texas and **KAUFMAN COUNTY, TEXAS** ("Kaufman County"), also a political subdivision of the State of Texas.

**WHEREAS**, the Interlocal Cooperation Act allows local governments to contract with one another for the purpose of performing governmental functions including, but not limited to, platting and approval of related permits; and

**WHEREAS**, the Town and Kaufman County mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically §791.001 regarding contracts to perform governmental functions and services; and

**WHEREAS**, H.B. 1445 requires the Town and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction ("ETJ") of ; and

**WHEREAS**, it is the expressed desire of both the Town and Kaufman County that *Kaufman County be granted exclusive jurisdiction* to regulate subdivision plats and to approve related permits in Town's ETJ as provided in the Interlocal Cooperation Act and H.B. 1445; and

**WHEREAS**, both the Town and Kaufman County mutually desire to amend and replace any previous Interlocal Agreements, if any, related to the ETJ entered into under the provisions of Texas Government Code §242.001 between the Town and Kaufman County, by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

**NOW THEREFORE**, the Town and Kaufman County, for the mutual consideration stated herein, agree and understand as follows:

1. *Term of Agreement and Certification*

- (a) The Town and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both Town and Kaufman County until September 30th, 2023. This Agreement shall automatically renew **every year** on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days' notice.
- (b) The Town and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

2. *County's Jurisdiction.* Kaufman County is granted exclusive jurisdiction to regulate all subdivision platting in Town's ETJ under the provisions of Chapter 212 of the Texas Local Government Code together with all other statutes applicable to municipalities.

The Town shall not exercise any of the above functions within Town's ETJ. The parties agree to coordinate with each other regarding permitting or platting that will impact County-maintained or Town-maintained infrastructure.

3. *Kaufman County's Responsibilities.* In furtherance of the grant of exclusive jurisdiction by the Town to Kaufman County above, Kaufman County will continue to enforce the following requirements of Kaufman County as they may be amended or updated from time to time:

- (a) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permitting.
- (b) Building Permits. Kaufman County shall accept/enforce building permits pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (c) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to review/issue permits for and oversee construction of on-site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.
- (d) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.
- (e) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts, including enforcement, pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (f) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting, pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (g) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.

4. *ETJ Defined.* For the limited purposes of this Agreement, Town's ETJ is the area within one-half mile of the Town's limits and is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by Town or Kaufman County in any dispute with any other



person or municipality regarding the boundaries of Town's ETJ.

5. *ETJ Expansion or Reduction.* In the event Town's ETJ expands, Town and Kaufman County agree that Town shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that Town's ETJ expands, Town shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by Town. In the event that Town's ETJ is reduced, both Town and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in Town's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, Town agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to Town. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15<sup>th</sup>) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.002(c).

6. *Notice of Plat Submittals and Approvals.*

(a) Kaufman County shall notify Town of all subdivision plat applications for property located within Town's ETJ within thirty (30) days after receipt of a completed application. ~~Kaufman County shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.~~

(b) Kaufman County shall notify Town of the approval of plats for property located in Town's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to the Town at the address set out in Section 12(f) below within thirty (30) days of Kaufman County's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.

(c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.

7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision

plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by Kaufman County and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by Kaufman County unless otherwise agreed in writing by both Town and Kaufman County.

8. *County Roads*

- (a) Kaufman County shall, at its expense, continue to maintain roads within Town's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within Town's ETJ shall be submitted to County for approval pursuant to Kaufman County's Land Use Regulations.
- (b) In order to be considered by Kaufman County for acceptance as a county road within Town's ETJ and, as such, be eligible for county maintenance, the developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds Kaufman County's most stringent road specifications as specified by the County Engineer. Required engineering review, testing and related costs shall be borne by the developer. The acceptance for maintenance of a new road as a county road that meets or exceeds Kaufman County's most stringent road specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official have the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.

9. *Thoroughfare Plan.* Kaufman County shall require compliance with Kaufman County's and the Town's Thoroughfare Plan, if any.

10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.

11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by Kaufman County are hereby established as the set of regulations to be enforced by Kaufman County within the Town's ETJ. Kaufman County will provide the Town with copies of all amendments to County subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify the Town of all public hearings on any proposed amendments. In the event that the Commissioner's Court updates a standard or standards, both Town and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within Town's ETJ.

12. *Miscellaneous Provisions.*

- (a) This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained therein and may not be modified or amended except by written agreement duly executed by both parties.
- (b) This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
- (c) This Agreement shall be construed in accordance with the laws of the State of Texas with venue for all purposes hereunder residing within Kaufman County, Texas.
- (d) If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof with the remaining provisions continuing to be in full force and effect.
- (e) This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither Town nor Kaufman County waives any immunity or defense that would otherwise be available to it against claims by third parties.
- (f) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by certified mail, postage prepaid or by hand delivery.

**TOWN OF POETRY:**

Town of Poetry, Texas  
Attn: Mayor

\_\_\_\_\_  
\_\_\_\_\_

**With Copies to:**

David M. Berman, Town Attorney  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Ross Tower  
500 N. Akard Street  
Dallas, Texas 75201

**KAUFMAN COUNTY:**

Kaufman County, Texas  
Attn: County Judge  
100 West Mulberry Street  
Kaufman, Texas 75142

With copies to:

Development Services Department  
Kaufman County Courthouse  
100 West Mulberry Street  
Kaufman, Texas 75142

District Attorney's Office - Civil Division  
Attn: Civil Chief  
Kaufman County Courthouse  
100 West Mulberry Street  
Kaufman, Texas 75142

**PASSED AND APPROVED BY THE POETRY TOWN COUNCIL** on this the \_\_\_\_\_  
day of \_\_\_\_\_, 2023.

**TOWN OF POETRY, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town Secretary

\_\_\_\_\_  
Town Attorney

**PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS**  
**COURT** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**KAUFMAN COUNTY, TEXAS**

\_\_\_\_\_  
County Judge

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Assistant District Attorney



July 28, 2023

**Jeannie Ash**  
Hunt County  
Elections Administrator

903.454.5467  
903.454.7905 Fax  
jash@huntcounty.net

Post Office Box 1097  
Greenville, TX  
75403-1097

Hello, everyone,

Please find below the cost breakdown that is now due for the voting equipment License & Support Fee.

Of the \$43,136.00 invoice, Hunt County agreed to pay \$29,636 for 2023, leaving a balance of \$13,500.

Balance calculation:  
\$13,500 divided by 27 jurisdictions = **\$500.00 due by August 26, 2023.**

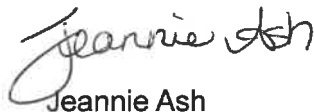
**Check should be made payable to: Hunt County**

And mailed to:                      Voter Administration  
   2217A Washington  
   Greenville, TX 75401

Please note that fees are subject to an annual increase as determined by the vendor and will be billed annually to the jurisdictions. This fee is due our vendor annually and will be invoiced whether or not an election is held by your jurisdiction.

If you have any questions, please call or email me at [jash@huntcounty.net](mailto:jash@huntcounty.net).

Sincerely,

  
Jeannie Ash

**Town Internet and Phone Proposal**  
5671 CR 323 Poetry, TX 75160

**Spectrum Business** (600down, 25 up) internet + phone \$69.98(first year, 89.99 after) bundle that includes 1 phone line. Only real option for internet without a tower. **ACTUAL COST: Aug-Sept \$160.00**

Current budget for internet  
Internet monthly 80.00\$ x 12 = 960.00

Current Flex IT budget  
IT/Maintenance 75.00\$ x 12 = 900.00 **Actual Cost: tbd**

Total available budget for Phone and Internet \$1,356 +900 flex  
Physical Phone budget=\$300

**PBX options**

- 1) Get a second phone line through Spectrum additional \$19.99 (first year, 2nd year \$29.99) [Must have 2<sup>nd</sup> line for Private Branch exchange (PBX) functionality]. + other fees probably. This unlocks **Spectrum Ring Central Plan** PBX. This plan offers ease of use and less reliance on IT manager. I recommend this plan.
  
- 2) Option 2 is a self-hosted PBX using FreePBX & Flowroute on a server in Dallas at a cost \$396 per year.

# Spectrum Business Connects– Features Bundled



Spectrum Business Connect with RingCentral					
Category	Feature	Standard Seat	Category	Feature	Standard Seat
Messaging	Messaging	Y	Phone	Caller ID (inbound) CNAM	Y
Video & Meetings	Calendar Sync (Outlook+ Google)	Y		Caller ID (outbound) CNAM	Y
	Closed captioning	Y		Caller ID Blocking	Y
	Cloud Recording / Retention	100 hrs / 1 yr		Caller ID Blocking Per Call	Y
	Document Sharing	Y		Caller ID Group vs DID	Y
	HD Video	Y		Cloud PBX with Call Logs	Y
	Meeting Duration	24 Hrs		Desk Phones	Y
	Mobile App & Desktop App	Y		Developer platform and custom	Y
	Team Messaging	Y		Directory Assistance	Y
	Video Analytics	Y		Directory Privacy	on demand
	Video Participants	100		Do Not Disturb	Y
Virtual background	Y	Extension Dialing		Y	
Admin	Admin Portal	Y		HD Voice	Y
	Professional Implementation	Y		Hunt Groups	Y
	24/7 Support	Y		Instant Call Group	Y
Phone	Secondary Numbers (per user or feature)	Y		Intercept Message	Y*
	Anonymous Call Rejection	Y		Intercom	Y
	Block 900/976	Y		International Long Distance	Y
	Block Collect Calls	Y		Internet Fax	Unlimited
	Block International Calls	Y		Last Number Redial	Y
	Business SMS / MMS	Unlimited		Multilevel Auto Attendant	Y
	Call Forward Not Reachable	Y		Operator Services	Y
	Call Forwarding Always	Y		Personal Phone Directory	Y
	Call Forwarding Busy	Y		Phone Analytics	Y
	Call Forwarding No Answer	Y		Popular Integrations (Office 365, G)	Y
	Call Forwarding Selective	Y		Quality-of-service reports	Y
	Call Hold	Y		Selective Call Acceptance	Y
	Call Hold - Music On Hold	Y		Selective Call Rejection	Y
	Call Logs - Device	Y*		Sequential Ring	Y
	Call Logs - Portal	Y		Simultaneous Ring	Y
	Call Management and phone system administration	Y		Speed Dial	Y*
	Call Park and Retrieve	Y		Three-Way Calling (or N-Way Calling)	Y
	Call Pickup / Directed Call Pickup	Y	Toll Free Minutes	1000	
	Call Queues	Y	Toll Free Numbers	Y	
	Call Recording	On-demand	Unlimited Audio Conferences	Y	
	Call Return	Y	Unlimited Local/Long Distance Calls	Y	
	Call Transfer	Y	Visual Voicemail & Voicemail-to-email	Y	
	Call Waiting	Y*	Voicemail	Y	
Call Waiting Caller ID (Inbound)	Y*	Voicemail to text	Y		

Confidential – Internal Use Only

# Spectrum Business Connects– Features Bundled (Con't)



Category	Feature	Standard Seat	Notes
Analytics	Meetings dashboard	Y	Snapshot of RingCentral Meetings product portfolio usage by users, locations, and devices.
	Adoption & Usage	Y	Gain visibility into RingCentral Message, Video and Phone usage and adoption across your organization. Understand user trends and device preferences.
	Company Numbers	Y	Analyze the performance of company numbers (IVR, customer service, campaigns or international numbers) with business-relevant KPIs.
	Performance Reports	Y	Access historical call queues, user, calls and meetings data to evaluate team performance.
	Subscriptions	Y	Subscribe and receive auto-generated Performance and Company Number reports via email at the selected frequency.
	Quality of Service (QoS)	Y	At-a-glance overview of the global health of the RingCentral system covering users, calls and meetings. Admins can proactively monitor call quality and identify potential issue and/or reactively drill-down to troubleshoot and resolve issues, utilizing easy-to-understand quality score and underlying data (MOS score, jitter, packet loss, and codecs).
	Live Reports (Add-on)	Y	Highly customizable, widget-based real-time call queue monitoring system gives companies the ability to monitor agent performance for better visibility and control of customer experiences. Additional license fee applied
	Alerts (QoS)	Y	Set up fully customizable rules for automated monitoring of call quality (QoS). Get alerted via email or RingCentral App when issues are detected.
	Alerts (Rooms)	Y	Receive system-generated alerts notifications when RingCentral Rooms are offline.

Hello,

Here is an overview of the features of our new VOIP system. **It is 19.99 a month(per user, two user minimum) price locked for years.**

Hello,

Here is the equipment you can get from us to use with your Spectrum Business Connect.



Poly VVX 250  
Standard Handset

\$120 NRC or  
EIP over 24 mos.



Poly VVX 450  
Premium Handset

\$220 NRC or  
EIP over 24 mos.



Poly VVX 450  
w/KEM  
Receptionist  
Handset

\$420 NRC or  
EIP over 24 mos.



Poly Trio 8300  
Conference phone

\$480 NRC or  
EIP over 24 mos.



## Town of Poetry Profit & Loss Budget vs. Actual

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
3000 Use of Prior Year Excess	0.00	29,397.67	-29,397.67	0.0%
4000 Franchise Fees Electric				
4010 Oncor Franchise Fees	13,718.50			
4020 FEC Franchise Fees	31,619.72			
4000 Franchise Fees Electric - Other	0.00	56,000.00	-56,000.00	0.0%
<b>Total 4000 Franchise Fees Electric</b>	<b>45,338.22</b>	<b>56,000.00</b>	<b>-10,661.78</b>	<b>81.0%</b>
4100 Franchise Fees Solid Waste				
4110 AWT Solid Waste Franch Fee	7,455.50			
4120 CRS Solid Waste Franch Fee	15,468.00			
4130 CARDS Solid Waste Franch	7,568.00			
4140 Titan Solid Waste Franch	5,439.00			
4150 Tx Contractor Roll Off	175.00			
4100 Franchise Fees Solid Waste - Other	0.00	34,000.00	-34,000.00	0.0%
<b>Total 4100 Franchise Fees Solid Waste</b>	<b>36,105.50</b>	<b>34,000.00</b>	<b>2,105.50</b>	<b>106.2%</b>
4200 Franchise Fees Communicati				
4210 Charter Communications	10.86			
<b>Total 4200 Franchise Fees Communicati</b>	<b>10.86</b>			
4300 Public Information Req	171.29	0.00	171.29	100.0%
4400 Sales Tax Revenue	15,354.46	15,000.00	354.46	102.4%
4500 Donations				
4510 Donations FEC Reimb	159.51			
4520 Donations Pre-Lit Christma	444.00			
4530 Donations Work Comp Ins	331.00			
4540 Donations Septic Town Hall	4,500.00			
4550 Donations ADA Ramp Town Ha	500.00			
4560 Donations ADA Bathroom	225.00			
<b>Total 4500 Donations</b>	<b>6,159.51</b>			
4600 PID Permit Application	200.00			
<b>Total Income</b>	<b>103,339.84</b>	<b>134,397.67</b>	<b>-31,057.83</b>	<b>76.9%</b>
<b>Gross Profit</b>	<b>103,339.84</b>	<b>134,397.67</b>	<b>-31,057.83</b>	<b>76.9%</b>
<b>Expense</b>				
5000 Secretarial Exp-Wages				
5050 Payroll Contract labor Exp	63.53	0.00	63.53	100.0%
5000 Secretarial Exp-Wages - Other	6,438.10	10,500.00	-4,061.90	61.3%
<b>Total 5000 Secretarial Exp-Wages</b>	<b>6,501.63</b>	<b>10,500.00</b>	<b>-3,998.37</b>	<b>61.9%</b>
5055 Secretarial Wages w-2				
5056 Payroll taxes -Employer	55.08			
5057 Payroll-Employee	20.79			
5055 Secretarial Wages w-2 - Other	770.00			
<b>Total 5055 Secretarial Wages w-2</b>	<b>845.87</b>			
5065 Bank and Misc Fees	0.00	0.00	0.00	0.0%
5100 Office Supplies & Furnishi	2,367.44	6,000.00	-3,632.56	39.5%
5130 Dues/Membership Admin	788.00	0.00	788.00	100.0%
5200 Shipping and Postage	271.87	0.00	271.87	100.0%
5300 Newspaper Publications	1,554.50	900.00	654.50	172.7%
5393 Repair & Maint - Admin	0.00	0.00	0.00	0.0%
5398 Town Maint & Clean Up	0.00	0.00	0.00	0.0%
5400 Professional Membership	484.33	1,500.00	-1,015.67	32.3%
5450 Poetry Scholarship Donated	0.00			
5500 Educate Exp,CM,Mayor,Sec	0.00	600.00	-600.00	0.0%
5600 Survey, Mapping & Engineer	150.00	2,500.00	-2,350.00	6.0%
5700 Tech Support & Serv				
5710 Website-Admin	945.08	1,351.68	-406.60	69.9%
5720 Info Tech Internet	204.94	960.00	-755.06	21.3%
5730 Misc Tech Equipment	164.49	1,100.00	-935.51	15.0%
5740 Internet Phone Services	0.00	396.00	-396.00	0.0%
5750 IT Maintenance/Misc	0.00	900.00	-900.00	0.0%
5760 Alarm Security	0.00	168.00	-168.00	0.0%
5700 Tech Support & Serv - Other	0.00	0.00	0.00	0.0%
<b>Total 5700 Tech Support &amp; Serv</b>	<b>1,314.51</b>	<b>4,875.68</b>	<b>-3,561.17</b>	<b>27.0%</b>
5800 Legal Fees	21,727.95	25,849.00	-4,121.05	84.1%
5900 Town Insurance				
5910 Cyber Ins Policy	242.30	242.30	0.00	100.0%
5920 Pkg, Bldg & W/C Insurance	908.24	908.24	0.00	100.0%
5930 Town Liability Ins	2,059.41	2,060.12	-0.71	100.0%
5900 Town Insurance - Other	0.00	0.00	0.00	0.0%
<b>Total 5900 Town Insurance</b>	<b>3,209.95</b>	<b>3,210.66</b>	<b>-0.71</b>	<b>100.0%</b>
6000 Capital Expenditure				
6010 Cap Exp Road Refurbishment	0.00	3,000.00	-3,000.00	0.0%
6020 Cap Exp Signage	0.00	0.00	0.00	0.0%
6030 Cap Exp Bldg Improvement				
6033 Cap Exp Town Hall Septic	7,000.00	2,500.00	4,500.00	280.0%
6034 Capital Town Hall Improvem	4,606.08	5,650.00	-1,043.92	81.5%

## Town of Poetry Profit & Loss Budget vs. Actual

October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
6035 ADA Ramp Town Hall	2,478.44	1,500.00	978.44	165.2%
6036 ADA Bathroom	1,198.35	1,200.00	-1.65	99.9%
6037 Cap Exp Town Hall Parking	4,150.00	4,150.00	0.00	100.0%
6030 Cap Exp Bldg Improvement - Other	0.00	0.00	0.00	0.0%
<b>Total 6030 Cap Exp Bldg Improvement</b>	<b>19,432.87</b>	<b>15,000.00</b>	<b>4,432.87</b>	<b>129.6%</b>
6050 Cap Exp Pre-Lit Christmas	455.81			
6060 Cap Exp Office Equipment	0.00	0.00	0.00	0.0%
6070 Cap Exp Office Furniture	0.00	0.00	0.00	0.0%
6000 Capital Expenditure - Other	-12.63			
<b>Total 6000 Capital Expenditure</b>	<b>19,876.05</b>	<b>18,000.00</b>	<b>1,876.05</b>	<b>110.4%</b>
6100 Road Repair & Maint	21,592.87	26,060.00	-4,467.13	82.9%
6200 Grounds & Bldg Care/ Repai	1,845.48	2,200.00	-354.52	83.9%
6300 Election Expense	6,304.45	12,400.00	-6,095.55	50.8%
6400 Bldg Utilities Exp				
6420 Town Hall Electricity	260.50	0.00	260.50	100.0%
6430 Water Utilities	165.70			
6400 Bldg Utilities Exp - Other	0.00	4,490.00	-4,490.00	0.0%
<b>Total 6400 Bldg Utilities Exp</b>	<b>426.20</b>	<b>4,490.00</b>	<b>-4,063.80</b>	<b>9.5%</b>
6410 Reimburse Church/Utilities	700.00	850.00	-150.00	82.4%
6500 Audit Expense	4,250.00	4,250.00	0.00	100.0%
6600 Rainy Day Fund Exp	0.00	9,712.33	-9,712.33	0.0%
6601 Rainy Day Prior Yr 21-22	0.00	0.00	0.00	0.0%
6700 Miscellaneous	0.00	500.00	-500.00	0.0%
<b>Total Expense</b>	<b>94,211.10</b>	<b>134,397.67</b>	<b>-40,186.57</b>	<b>70.1%</b>
<b>Net Income</b>	<b>9,128.74</b>	<b>0.00</b>	<b>9,128.74</b>	<b>100.0%</b>

+ \$ 5225  
in donations = \$ 20,225  
\$ 792.13 left

(EXHIBIT A)

**FRANCHISE AGREEMENT FOR THE COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL AND RESIDENTIAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE IN THE TOWN OF POETRY, TEXAS**

**THIS FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 2021, by and between NAME OF COLLECTOR, (the “COLLECTOR”), and the Town of Poetry, Texas (the “Town”).**

**WHEREAS**, the Town is empowered under state and local law to provide solid waste collection and disposal services to its residents and commercial businesses and has the authority to enter into solid waste service contracts to acquire, sell, lease or allow for the operation of all or any part of a solid waste management system, including the collection, transportation and disposal of solid waste; and

**WHEREAS**, the Town, subject to the terms and conditions set forth herein and the ordinances and regulations of the Town, desires to grant to the Collector the non-exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste, Residential Solid Waste, and Construction and Demolition Waste (as such terms are defined herein) within the Town's corporate limits.

**NOW, THEREFORE**, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Collector and the Town hereby agree as follows:

**SECTION 1. DEFINITIONS**

The following terms, as used herein, will be defined as follows:

**BUSINESS DAY:** Any day that is not a Sunday or a day listed as a *Holiday* herein.

**COLLECTOR:** *NAME OF COLLECTOR* a Texas [entity] authorized and registered to do business in the State of Texas, and its successors and assigns.

**CONSTRUCTION AND DEMOLITION WASTE:** Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste or Municipal Solid Waste.

**CONTAINER:** Any receptacle, including, but not limited to, dumpsters, roll-offs and carts provided by Collector for collecting Municipal and Residential Solid Waste and Construction and Demolition Waste.

**HAZARDOUS WASTE:** Solid Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, and as subsequently amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

**HOLIDAYS:** The following days:

- (1) New Year's Day (January 1st)
- (2) Memorial Day
- (3) Independence Day (July 4th)
- (4) Labor Day
- (5) Thanksgiving Day
- (6) Christmas Day (December 25th).

**LANDFILL:** Any facility or area of land receiving Municipal Solid Waste, Residential Solid Waste, or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

**MUNICIPAL SOLID WASTE:** Solid Waste resulting from or incidental to, municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

**RESIDENTIAL SOLID WASTE:** Solid Waste resulting from or incidental to any residence.

**SERVICES:** the services provided by Collector pursuant to this Agreement.

**SOLID WASTE:** As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act, Texas Health & Safety Code, §361.003(20), as amended.

**TOWN:** Means the Town of Poetry, Texas.

## **SECTION 2. FRANCHISE GRANT**

The Town hereby grants to the Collector in accordance with the Town's ordinances and regulations governing the collection, hauling and disposal of Residential Solid Waste, Municipal Solid Waste and Construction and Demolition Waste, and this Agreement, the non-exclusive franchise, license and privilege to collect, haul and dispose of Residential Solid Waste, Municipal Solid Waste and Construction and Demolition Waste over, upon, along and across the Town's present and future streets, alleys, bridges, and rights-of-ways.

## **SECTION 3. REGISTRATION FEE**

Collector shall be required to pay an annual registration fee of \$100, which along with this Franchise

Agreement, entitles them to collect solid waste within the corporate limits of the Town for one year. Such registration shall be on such forms as the Town may determine. It shall be unlawful for any person, firm or corporation to collect Municipal Solid Waste, Residential Solid Waste or Construction and Demolition Waste, or to engage in the business of Municipal Solid Waste, Residential Solid Waste, and Construction and Demolition Waste collection without first having been issued a registration to do so from the Town.

#### **SECTION 4. OPERATIONS.**

A. **SCOPE OF OPERATIONS.** It is expressly understood and agreed that the Collector will collect, haul and dispose of Residential Solid Waste, Municipal Solid Waste and Construction and Demolition Waste during Business Days: (i) generated and accumulated by Collector's customers, and (ii) placed within Containers, if required by Collector, by those customers receiving the services of the Collector, all within the Town's corporate limits, including any territories annexed by the Town during the term of this Agreement (the "Services"). This Agreement does not cover services provided in the Town's extraterritorial jurisdiction.

B. **NATURE OF OPERATIONS.** The Town hereby grants to the Collector, in accordance with the Town's ordinances and regulations governing the collection, hauling and disposal of Residential Solid Waste, Municipal Solid Waste and Construction and Demolition Waste, and this Agreement, the title to all Residential Solid Waste, Municipal Solid Waste or Construction and Demolition Waste collected, hauled and disposed of by the Collector over, upon, along and across the present and future streets, alleys, bridges, and rights-of-ways.. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

#### **SECTION 5. TITLE TO EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, provided by the Collector in connection with the Services, as noted above, shall at all times remain the property of the Collector.

#### **SECTION 6. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, dead animals, auto parts or used tires from any customer; provided, however, that any customer may negotiate an agreement on an individual basis regarding the collection, hauling or disposal of dead animals, auto parts or used tires with the Collector or another reputable third party.

#### **SECTION 7. TERM OF AGREEMENT.**

The initial term of this Agreement shall be for the period of one year from the date this Agreement is executed ("Execution Date"). This Agreement may be renewed and extended for one additional period of one year, provided, that Collector and Town mutually agree in writing at least sixty (60)

days prior to the expiration of the initial term to renew the Agreement and Contractor has satisfactorily performed all conditions under this Agreement. The Town may deny the renewal of this Agreement. Upon expiration of this Agreement, Collector shall be responsible for payment to Town for all franchise fees due to Town under Section 10 below

#### **SECTION 8. ASSIGNMENT.**

This Agreement shall not be assignable or otherwise transferable by the Collector without the prior written consent of the Town; provided, however, that the Collector may assign this Agreement to an affiliate of the Collector without the Town's prior written consent.

#### **SECTION 9. ENFORCEMENT.**

During the term of this Agreement and any extension thereof, the Town agrees to adopt and maintain ordinances that will enable the Collector to provide the services set forth herein.

#### **SECTION 10. FRANCHISE FEES.**

In addition to the annual registration fee the Collector shall pay to the Town a monthly franchise fee under this Agreement in the amount of:

- A. Each Unique Residential Address - \$6.50/month
- B. Each Dumpster - \$15.00/month
- C. Each Roll-Off Container – \$25.00/month

#### **SECTION 11. FRANCHISE FEE PAYMENT**

Franchise fees shall be paid to the Town on or before the tenth (10th) day after the beginning of each quarter for amounts received by the Collector for the performance of Services during the quarter, according to the dates provided below. If this Agreement is entered into or terminated in the middle of a quarter, the applicable quarter will be prorated to exclude the time during the quarter in which no Service was provided. The Town agrees that payments owing from the Collector pursuant to this Agreement shall be based solely on the Services rendered by the Collector. The Collector shall not be held responsible for the collection of "bad debt" billed by and owed to Collector for the Services.

1<sup>st</sup> quarter: January 10<sup>th</sup>

2<sup>nd</sup> quarter: April 10<sup>th</sup>

3<sup>rd</sup> quarter: July 10<sup>th</sup>

4<sup>th</sup> quarter: October 10<sup>th</sup>

with the terms hereof. The Town agrees to treat any information disclosed to it by Collector under

normal business hours and on a nondisruptive basis, as reasonably necessary to monitor compliance. Each payment to the Town shall be accompanied with a statement detailing Collector's quantities of each service type, enabling the Town to verify the appropriate payment. The Town may review Collector's books and records that relate to customers within the Town's corporate limits, during this Section as confidential, and to disclose it only to employees, representatives, and agents of the Town that have a need to know, or in order to enforce the provisions hereof, except where required by law to disclose such information.

#### **SECTION 12. SPILLAGE.**

It is understood and agreed that the Collector shall not be required, but may, clean up, collect or dispose of any loose or spilled Residential or Municipal Solid Waste not caused by the Collector's rendering of services, or collect and dispose of any excess Residential or Municipal Solid Waste placed outside of the Containers by any customer. The Collector may report the location of such conditions to the Town so that the Town can issue proper notice to the customer instructing the customer to properly contain such Residential or Municipal Solid Waste. Should excess Residential or Municipal Solid Waste continue to be placed outside of the Containers, the Town authorizes the collector to issue an additional container or more frequent pickups of roll-off or dumpster if deemed necessary.

#### **SECTION 13. HOURS OF SERVICE.**

For all the services provided hereunder, the Collector's hours of service shall be between 6:00 AM and 8:00 PM, Monday through Saturday. The Collector will not be required to provide service on Sunday or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement.

#### **SECTION 14. COMPLIANCE WITH APPLICABLE LAWS.**

The Collector shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of solid waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the Town not in conflict with this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the Town's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The Town shall have the right to make reasonable inspections of the Collector in order to ensure compliance with these requirements.

#### **SECTION 15. VEHICLES AND EQUIPMENT.**

Vehicles used by the Collector for the collection, hauling and disposal of Residential or Municipal Solid Waste and Construction and Demolition Waste pursuant to this Agreement shall be protected at all times while in transit to prevent the blowing or scattering of waste onto the Town's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked on both sides with the Collector's name in letters and numbers not less than two (2) inches in height. The Town may adopt weight limits and maximum vehicle axle weight limits on vehicles used by Collector as the

Town deems appropriate to minimize disruption and damage to the Town’s streets, alleys and rights-of-way. Trucks operated within the Town of Poetry for residential collection must be single axle (1 steering and 1 rear) and may not exceed 33,000 pounds GVWR. Trucks used for commercial and roll-off services may be tandem axle (1 steering and 2 rear) and may not exceed 60,000 pounds GVWR.

**SECTION 16. DUE CARE.**

The Collector shall exercise due care and caution in providing the Services so that the Town’s public and private property, including streets and parking areas, will be protected and preserved.

**SECTION 17. INSURANCE COVERAGE.**

Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

<b>Type Coverage</b>	<b>Occurrence Minimum</b>	<b>Aggregate Minimum</b>
Worker's Compensation (or other state-approved program)	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$1,000,000
Comprehensive Auto Liability-Property Damage	\$500,000	\$1,000,000

The Town reserves the right to review the insurance requirements of this section during the effective period of the contract and any extension or renewal period and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the Town based upon changes in statutory law or court decisions.

Each insurance policy to be purchased by Contractor shall include the conditions as described below, as well as the following conditions by endorsement to the policy:

1. the General liability insurance policy shall name Town and its officers, employees, and elected representatives as an additional insured without restrictions via blanket-form endorsement.



2. the policy phrase "other insurance" shall not apply to the Town where the Town is an additional insured; the policy shall specify that it is primary and non-contributory with any of the Town's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered;
3. each policy, except workers' compensation or other state approved program, shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be sent to Town by email. If the policy is canceled for nonpayment of premium, only 10 days' written notice to Town is required;
4. the term "Town" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Town and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the Town;
5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an "occurrence" basis coverage trigger;
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the Town a replacement certificate of insurance evidencing coverage;
8. each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A-; and
9. the Special Provisions Section shall state that the liability policies have been endorsed via blanket-form endorsement to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the Town.

**Specific Additional Insurance Requirements:**

*All insurance policies or other state-approved program proposed or obtained in satisfaction of this Contract shall additionally comply with the following marked specifications, and shall be maintained in compliance with these additional specifications throughout the duration of the Contract, or longer, if so noted:*

**A. General Liability Insurance:**

General Liability insurance with combined single limits of not less than \$2,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- Coverage B shall include personal injury.
- Coverage C, medical payments, is not required.

**B. Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$1,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a blanket-form policy endorsement for:

- any auto, or
- all owned, hired and non-owned autos.

**C. Worker's Compensation Coverage or other state-approved program**

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$500,000.

**SECTION 18. INDEMNITY.**

**THE COLLECTOR ASSUMES ALL RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS ARISING FROM ITS PERFORMANCE OF THE SERVICES. THE COLLECTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) INCIDENT TO ITS PERFORMANCE OF THE SERVICES THAT ARISE OUT OF A WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE COLLECTOR, ITS OFFICERS AND EMPLOYEES. HOWEVER, THE COLLECTOR SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES ARISING FROM THE SOLE NEGLIGENCE OF THE TOWN, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS. NOTHING CONTAINED WITHIN THIS SECTION OR WITHIN THIS AGREEMENT SHALL BE DEEMED TO WAIVE OR IN ANY WAY ALTER THE TOWN'S SOVEREIGN IMMUNITY**

**OR THE TOWN'S OFFICIAL, QUALIFIED OR LEGISLATIVE IMMUNITIES. NOTHING CONTAINED WITHIN THIS AGREEMENT SHALL IN ANY WAY BE DEEMED TO CREATE OR GRANT RIGHTS OR BENEFITS TO ANY PERSON NOT A PARTY TO THIS AGREEMENT.**

**SECTION 19. SEVERABILITY.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 20. TERMINATION.**

A. The sufficiency of the grounds for termination as enumerated hereinafter shall be within the sole discretion of the Town Council. It is understood and agreed that this license may be terminated after hearing before the Town Council if:

1. The Collector has failed to give prompt and courteous attention to, and correct complaints filed by its customers.
2. The Collector has failed to provide an adequate regular collection service or is in an any way in violation of this Agreement, after being given a reasonable time to correct such failure or violation.
3. The failure of the Collector to abide by any of the terms and conditions of this Agreement, applicable ordinances of the Town, or State or Federal regulations.
4. For cause as determined by the Town Council.
5. For convenience, when such convenience is determined by the Town Council to be in the best interest of the public health, safety and welfare.
6. The filing of bankruptcy or receivership proceedings, transfers for the benefit of creditors, or acts evidencing insolvency.

B. In the event of termination for the reasons set forth in the foregoing paragraphs A (1) through (6) the Town shall notify Collector of the reasons for consideration of termination and Collector shall have a period of thirty (30) days to cure such reason.

C. Collector may terminate this Agreement upon written notice received by the Town not less than 60 days before the date set forth in said notice for termination.

#### **SECTION 21. FORCE MAJEURE.**

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

#### **SECTION 22. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the laws of the State of Texas. The parties hereby agree that exclusive venue of any action arising under the terms of this Agreement shall be in the state courts of appropriate jurisdiction in Hunt and/or Kaufman County, Texas, depending on the location of the incident giving rise to a cause of action.

#### **SECTION 23. NOTICE.**

Any notices required or permitted to be delivered under this Agreement shall be deemed receivable when sent by email to [mayor.tara@poetrytexas.org](mailto:mayor.tara@poetrytexas.org) or the United States mail, postage pre-paid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the signature of the party.

#### **SECTION 24. MERGER CLAUSE.**

This Agreement is the entire agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral, oral, or written agreement between the parties that in any matter relates to the subject matter of this Agreement, except as provided in the Agreement documents.

#### **SECTION 25. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

#### **SECTION 26. RECITALS.**

The recitals to this Agreement are incorporated herein.

**SECTION 27. EFFECTIVE DATE.**

This Agreement is effective beginning \_\_\_\_\_, 2021.

Executed in single or multiple originals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**COLLECTOR:**

[Address]

\_\_\_\_\_

By: \_\_\_\_\_

Name: (Print  
please) \_\_\_\_\_

Title: \_\_\_\_\_

**CITY:**

[Address]

\_\_\_\_\_

By: \_\_\_\_\_

Name: Tara Senkevech

Title: Mayor

**ORDINANCE NO. 2021-10-01**

**AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, ADOPTING REGULATIONS RELATING TO THE COLLECTION OF SOLID WASTE FROM CUSTOMERS WITHIN THE TOWN; REQUIRING A PERMIT AND AGREEMENT FOR THE USE OF THE TOWN STREETS TO CONDUCT SUCH BUSINESS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE AND EACH AND EVERY DAY A VIOLATION OCCURS OR CONTINUES SHALL CONSTITUTE A SEPARATE OFFENSE; PROVIDING FOR ENROLLMENT AND ENGROSSMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Poetry, Texas (the "Town") is a general law municipal corporation duly organized and validly existing under the laws of the State of Texas and located within Kaufman and Hunt Counties, Texas; and

**WHEREAS**, on November 3, 2020 the Town incorporated; and

**WHEREAS**, it is in the public interest to ensure that solid waste collection service is provided to the citizens of the Town; and

**WHEREAS**, all legal prerequisites for the passage of this Ordinance have been met, including but not limited to the requirements of the Texas Open Meetings Act; and

**WHEREAS**, the Town Council of the Town of Poetry finds and determines that a public need exists to regulate the collection of solid waste in the Town's limits in order to protect the public streets and provide for the general health, safety and welfare of the citizens.

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

**SECTION 1. RECITALS.** The Town Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the Town Council hereby incorporates such recitals as part of this Ordinance.

**SECTION 2. FRANCHISE AGREEMENT APPROVED.** The Town Council of the Town of Poetry hereby approves the form of the nonexclusive solid waste franchise agreement for solid waste vendors within the Town, attached hereto and incorporated as if set forth fully herein as Exhibit A.

**SECTION 3. ADOPTION OF SOLID WASTE REGULATIONS.** That the following provisions shall be and are hereby adopted as the regulations of the Town of Poetry, Texas, providing for the collection of solid waste:

## **SECTION 1. DEFINITIONS**

The following terms, as used herein, will be defined as follows:

**COLLECTOR** means any person, corporation, partnership or similar entity that contracts for valuable consideration to pick up or collect municipal solid waste on a regular basis from any collection point within the corporate limits of the Town of Poetry.

**MUNICIPAL SOLID WASTE** means solid waste resulting from or incidental to municipal, community (residential), commercial, institutional, and recreational activities, and includes garbage, rubbish, ashes, street cleanings, and other solid waste other than industrial solid waste as defined by state or federal law. Municipal Solid Waste may include construction and demolition waste.

**TOWN** means the Town of Poetry.

## **SECTION 2. PERMIT AND FRANCHISE AGREEMENT REQUIRED**

- A. No collector shall collect any municipal solid waste within the corporate limits of the Town without first applying for and obtaining a permit to do so from the Mayor or his/her designee. Such permit shall be on such forms as the Town may determine. An annual permit fee in the amount of \$100 is due and payable at the time of application for a permit. It shall be unlawful for any person, firm or corporation to collect municipal solid waste or to engage in the business of municipal solid waste collection without first having been issued a permit to do so from the Town. The Mayor or his/her designee may provide notice of noncompliance with these regulations to such a collector and offer ten (10) days for compliance. However, failure of the Town to provide this notice does not preclude the Town from initiating citations and pursuing action pursuant to Chapter 54 of the Texas Local Government Code, as amended, against any collector in violation of the Town's solid waste regulations.
- A. In addition to the foregoing permit requirement, any person, firm corporation, or Collector collecting solid waste from any residence within the Town shall first enter into a Franchise Agreement with the Town. It shall be unlawful for any person, firm or corporation to collect municipal solid waste or to engage in the business of municipal solid waste collection without first having entered into a Franchise Agreement with the Town.
- B. No Collector shall allow any municipal solid waste to spill or fall from the Collector's equipment within the corporate limits of the Town. In the event that spillage should occur, the Collector shall completely remove such spillage within twenty-four (24) hours of notice of spillage occurrence.
- C. No Collector shall cause damage, beyond normal wear and tear, to any street or roadway within the Town. In the event the Collector causes damage to any street or roadway within the Town, the Collector shall be given written notice to immediately

cause such damage to be repaired under the supervision of the Town designee. Such notice shall provide that in the event Collector does not acknowledge responsibility for making such repairs within seven (7) days of notice, a hearing will be held by the Town Council on the question of responsibility for such damage. If at such hearing the Council finds that the damage was caused by Collector and such damage was beyond normal wear and tear, the Town Council may request Collector to cause such damage to be repaired under the supervision of the Town designee and if such damage is not repaired within the time stated the Town Council may within its sole discretion terminate Collector's franchise and right to use the public streets within the Town to carry on its business.

- D. All Collectors shall clearly mark all collection vehicles with the Collector's name, telephone number and DOT#. All collection vehicles used by Collectors to collect municipal solid waste within the Town shall be no larger than a "single axle" type, and shall not exceed 33,000 pounds GVWR, unless specific written approval is granted by the Town Council. Trucks used for commercial and roll-off services may be tandem axles and may not exceed 60,000 GVWR.
- E. Collector must use trucks and equipment meeting the approval of the Town that will prevent spillage, and damage to the streets and ways used by such trucks and equipment. Collector shall also abide by any Town regulations with regard to the placement of collection containers if it becomes necessary to establish such regulations.
- F. Collector shall provide the Town with a certificate of insurance demonstrating that Collector has obtained all required forms of insurance pursuant to this Section. It shall be unlawful for any person, firm or corporation to collect municipal solid waste or to engage in the business of municipal solid waste collection without an accepted certificate of insurance on file with the Town.

Minimum Limits of Insurance: The Contractor shall procure and maintain the following minimum types of coverages:

Type Coverage	Occurrence Minimum	Aggregate Minimum
Worker's Compensation (or other state-approved program)	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	\$1,000,000



Comprehensive Auto Liability- Property Damage	\$500,000	\$1,000,000
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Each insurance policy to be provided to the Town shall include the conditions as described below, as well as the following conditions by endorsement to the policy:

1. the General liability insurance policy shall name Town and its officers, employees, and elected representatives as an additional insured without restrictions via blanket-form endorsement;
2. the policy phrase "other insurance" shall not apply to the Town where the Town is an additional insured; the policy shall specify that it is primary and non-contributory with any of the Town's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered;
3. each policy, except workers' compensation or other state approved program, shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be sent to Town by email. If the policy is canceled for nonpayment of premium, only 10 days' written notice to Town is required;
4. the term "Town" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Town and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the Town;
5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an "occurrence" basis coverage trigger;
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the Town a replacement certificate of insurance evidencing coverage;
8. each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A-; and
9. the Special Provisions Section shall state that the liability policies have been endorsed via blanket-form endorsement to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the Town.

Specific Additional Insurance Requirements:

**1. General Liability Insurance:**

General Liability insurance with combined single limits of not less than \$1,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- i. Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.
- ii. Coverage B shall include personal injury.
- iii. Coverage C, medical payments, is not required.

## **2. Automobile Liability Insurance:**

Contractor shall provide Commercial Automobile Liability insurance with Combined Single Limits (CSL) of not less than \$1,000,000 either in a single policy or in a combination of basic and umbrella or excess policies. The policy will include bodily injury and property damage liability arising out of the operation, maintenance and use of all automobiles and mobile equipment used in conjunction with this contract.

Satisfaction of the above requirement shall be in the form of a blanket-form policy endorsement for:

- i. any auto, or
- ii. all owned, hired and non-owned autos.

## **3. Worker's Compensation Coverage or other state-approved program**

Contractor agrees to maintain insurance for workers' compensation or self-insured employee coverage meeting the requirements established by the Tex. Worker's Comp. Act, Texas Labor Code in the amounts not less than \$500,000.

**G. COLLECTOR SHALL DEFEND, INDEMNIFY, AND HOLD TOWN AND EACH OF ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY AND ALL SUITS, ACTIONS, CLAIMS, LOSSES OR DAMAGES OF ANY CHARACTER AND FROM ALL EXPENSES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS OR CLAIMS BASED ON OR ARISING OUT OF ANY INJURY, DAMAGE, LOSS, DISEASE, SICKNESS, OR DEATH OF ANY PERSON OR PERSONS, OR ANY DAMAGES TO ANY PROPERTY CAUSED BY ANY ACT OR OMISSION OF COLLECTOR OR ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR ANYONE ELSE UNDER COLLECTORS DIRECTION AND CONTROL, AND ARISING OUT OF, OCCURRING IN CONNECTION WITH, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY**

**WORK OR SERVICES UNDER THE COLLECTION AGREEMENT OR CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES.**

- H. No Collector shall collect any municipal solid waste within the corporate limits of the Town without first obtaining and holding all other permits or licenses required by any other governmental agency or political subdivision having jurisdiction over Collector's operations, including but not limited to the Texas Commission on Environmental Quality. Collector must be duly licensed or permitted to deposit municipal solid waste at or in a landfill regulated and approved by the proper State agency.

**SECTION 3. ADOPTION OF SOLID WASTE REGULATIONS**

It shall be the duty of every person owning, controlling, managing, operating, leasing, renting or occupying any premises where municipal solid waste, garbage and/or trash accumulates to:

- A. Provide and maintain suitable containers for the placement of garbage and/or trash. Such containers may consist of galvanized iron, tin or other suitable metal or plastic cans with two handles and a tight-fitting cover with a handle for removal, or such other containers as may be approved by the Town Council. Garbage and/or trash shall be placed within plastic or treated paper bags which shall then be placed within the appropriate approved container. The capacity of such containers shall be not less than twenty (20) nor more than ninety-five (95) gallons. Each person must provide a sufficient number of such containers to accommodate the garbage and/or trash in relation to the individual needs of the users.
- B. Maintain containers in a sanitary condition and keep lids on containers at all times to prevent flies and other insects from coming in contact with the contents.
- C. Gather any and all garbage and/or trash from their premises and place said garbage and/or trash in the specified containers and maintain and keep the area in and around the garbage containers clean and in a sanitary condition at all times.

add language

**SECTION 4. SEVERABILITY.**

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 ordinances of the Town as a whole.

**2.2** That Section 5, "Penalty for Non-compliance", of Ordinance No. 2021-10-01 of the Town of Poetry, is hereby amended as follows:

**SECTION 5. PENALTY FOR NON-COMPLIANCE.**

That any person, firm or corporation violating any of the provisions or terms of this Ordinance, as amended, shall be deemed guilty of a misdemeanor and subject to a penalty not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day a violation occurs or continues shall constitute a separate offense. The Town may also pursue a civil enforcement action for each violation of this Ordinance, pursuant to Chapter 54 of the Texas Local Government Code, as amended.

The remedies authorized by this section are inclusive and not exclusive and shall in no way prevent the Town from exercising all other remedies at law to which it may be entitled.

**SECTION 6. ENROLLMENT/ENGROSSMENT.**

The Mayor is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minutes of the Town Council and by filing this Ordinance in the Ordinance Records of the Town.

**SECTION 7. EFFECTIVE DATE.**

That this Ordinance shall take effect immediately from and after its passage and the publication of the caption as the law in such cases provide.

**DULY ADOPTED** by the Town Council of the Town of Poetry, Texas on the 16th day of November 2021.

APPROVED:

\_\_\_\_\_  
MAYOR, TARA SENKEVECH

ATTEST:

\_\_\_\_\_  
TOWN SECRETARY

Exhibit A