

# Zoning Ordinance

Revision 3/14/24 3:10 pm

AN ORDINANCE OF THE TOWN COUNCIL OF POETRY, TEXAS, ADOPTING A PLANNING AND ZONING CODE TO MAINTAIN RURAL INTEGRITY AND FURTHER 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, general welfare, 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 environmentally sensitive areas, 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 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 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 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 exclusion 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	ZONING DISTRICT NAME
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DESIGNATION	
AR	AR: Agrarian. Farm/cattle land and large residential properties (= or >5 acres)
SF-E	SF-E: Single Family Estate. Mid-sized residential properties (2.5 - <5 acres)
SF	SF: Single-Family. Small residential properties (1 - <2.5 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. Density in this district is limited to one residential dwelling unit per two and a half (2.5) acres of the mother tract.

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 108900 square feet (two and a half acres). Density in this district is limited to one residential dwelling unit per two and a half (2.5) acres of the mother tract.

SF – Single Family Residential: This SF District provides for residential use and development on lots that are less than 108900 square feet (two and a half 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 shall be filed and maintained as follows:

3.2.1. One (1) 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 (1) 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 original and most current 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 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/Grandfathering**

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. Signage**

No off-premise or on-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 be constructed or be allowed on any lot

or tract in the Town or within the Town's extraterritorial jurisdiction unless authorized by a majority vote of the Town Council. The regulations contained within this ordinance pertaining to nonconforming structures shall apply to signs. Wall-mounted signs shall not exceed the maximum height of the building. The total signs, wall-mounted or freestanding, shall not exceed one hundred sixty (160) square feet per building. There shall be no more than one (1) freestanding sign per lot, excluding parking signs, menu signs for restaurant drive-throughs, and on-site directional signs. The square footage of wall-mounted signs shall not exceed twenty percent (20%) of the square footage of the wall on which it is erected.

6.3 No waste water treatment facilities or plants and no wastewater transmission lines other than service lines to/from On-Site Septic Facilities to/from an individual residential dwelling, accessory buildings or businesses are permitted within the Town.

## **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 family thereof, 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) single-family dwelling unit per two and a half (2.5) acres of the mother tract 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 dwelling 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.

7.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

## **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 and a half acres. Density in this district will usually be no greater than one (1) single-

family dwelling unit per two and a half (2.5) acres of the mother tract. 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 dwelling 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.

8.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

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

9.1. General Purpose and Description: This SF District provides for residential use and development on lots that are at least one acre but less than two and a half 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 dwelling 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.

9.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

## **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 for large lots with a minimum lot size of two and a half acres (2.5). The B District is established to accommodate the daily and frequent retail needs of

the community as well as those that are incidental to agricultural uses. The following regulations shall apply 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. Clothing/cloth shops under two thousand five hundred (2500) square feet;
- 10.2.2.2. Feed/tack store;
- 10.2.2.3. Postal stores/service;
- 10.2.2.4. Restaurants serving food and beverages;
- 10.2.2.5 Self-storage;
- 10.2.2.5. Skin care or beauty or barber shops.

**10.3. Height and Area Regulations**

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

10.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

**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	A
Carport	A	A	A	A
Garage, private	A	A	A	A

Home Occupation	A	A	A	A
Manufactured Housing, HUD-Code	A	A	A	
Manufactured Homes	A	A	A	
Stable, private	A	A	A	S

**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. 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 and 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 makes such determination concerning the classification of such use as is determined appropriate, based upon its findings. If the proposed use is substantially similar to an existing allowed use, the Town Council’s determination shall be final. If the Council determines that the proposed use is not substantially similar to an allowed use, the Town Council may amend these regulations or allow the use by SUP.

**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 that does not conform to the regulations prescribed in the district in which such use or structure is located was in existence prior to the adoption of this ordinance or an amendment rendering the use, structure or lot nonconforming.



13.2. Expansion of Nonconformity Prohibited

No nonconforming use, structure, or lot may be expanded or increased on or beyond the lot or tract upon which such nonconforming use or structure 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 or structure 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 prima facie 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 that 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 one hundred fifty percent (150%) of the value of the structure.

13.6. One Main Building on a Lot or Tract

In single-family residential districts, a lot shall have no more than one main building per two and a half acres (2.5) acres of the mother tract.

**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 delegate 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 forty-three thousand five hundred sixty (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. 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.

*Carport* - A structure open on a minimum of two (2) sides designed or used to shelter vehicles.

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

*Driveway* - A private vehicular accessway interfacing with public roads, providing a connection between a public or private street, including accessways denoted as private roads, and a property. Driveways are intended for the ingress and egress of vehicles to and from the property.

*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 that is used for growing of usual farm 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.

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

*Green Space* - Land not included in individual building sites or parking lots.

*Home Occupation* - A gainful occupation or profession conducted by persons residing on the premises and conducted entirely within the dwelling or its accessory buildings. The use is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character of the residence or adversely affect the residential character of the neighborhood.

*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 (8) body feet in width or at least forty (40) body feet in length, or, when erected on site, at least three hundred twenty (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 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 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 forty (40) body feet in length or, when erected on site, at least three hundred twenty (320) square feet, and includes the plumbing, heating, air conditioning, and electrical systems of the home.

*Mother Tract* - A contiguous expanse of land that is owned and operated as a single, unified tract. This classification allows for a holistic management approach, disregarding traditional divisions

such as tax jurisdictions, county boundaries, Town limits, and Extraterritorial Jurisdiction (ETJ) limits. It treats multiple plats or parcels of land, even if they straddle different administrative or legal boundaries, as one integrated entity for purposes of development, management, and regulation.

*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. This definition doesn't include, fire lane government required, parking, traffic, or safety signs, or similar signs.

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

*Stable, private* - An accessory building set back from adjacent property lines at a minimum distance of thirty five (35) feet and used for quartering horses.

## **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 for the orderly development of the community. Therefore, no change shall be made in these regulations or within 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 an application for an amendment to the classification or boundaries of a zoning district with the Town secretary, 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. DRIVEWAYS AND ACCESS

### 18.1. Purpose

The purpose of this section is to regulate the location, design, and construction of driveways within the Town of Poetry, ensuring safe and efficient access to properties while preserving the character of different zoning districts.

### 18.2. Applicability

This section applies to all properties within the jurisdiction of the Town of Poetry, categorized under the following zoning districts:

18.2.1. Agrarian (AR):

18.2.1.1. One driveway or private road per residence.

18.2.1.2. Additional driveways for agrarian use are permitted, provided they are no closer than five hundred (500) feet of road to any existing agrarian (non-residential) driveways. (The surface of the driveway must be water-permeable, i.e.. No asphalt or concrete.)

18.2.1.3. Driveways for agrarian use are defined as those connections to roads or residential driveways which allow for accessing the non-residential portion of a property where activities are conducted, relating to or in support of farming, ranching, forestry and/or other agricultural endeavors.

18.2.2. Single Family Estate Zone (SF-E):

18.2.2.1 One driveway or private road per residence.

18.2.2.2 One driveway for agrarian use.

18.2.3. Single Family Zone (SF):

18.2.3.1 One driveway or private road per residence.

18.2.4. Business Zone (B):

18.2.4.1 There are no requirements for driveway spacing on businesses.

18.2.5. Residential Driveways

18.5.1. Maximum Width:

18.3.1.1. Residential driveways shall not exceed a maximum of fifteen (15) feet in width.

18.2.6. Shared Access:

18.2.6.1 Driveways shared between two (2) or more adjoining lots or parcels must conform to the same standards as driveways that are not shared.

18.2.7. Circular Driveways:

18.7.1. Circular driveways, defined as driveways serving one (1) residence and entering and exiting the same roadway, are allowed and considered as one (1) driveway.

18.7.2. Circular driveways must conform to all other specifications in this ordinance.

18.2.8. Distance Limitation:

18.2.8.1 The paved portion of residential driveways may connect the residence to a public or private street but shall not extend further than fifty (50) feet beyond the residence it serves (unless the driveway transforms and continues as an agrarian driveway).

18.2.9 Driveway Apron

18.2.9.1 Maximum Width:

18.2.9.1.1. The apron, the flared portion of the driveway interfacing with the roadway, may be up to fifty (50) feet wide as measured at the point of interface.

18.2.9.1.2. The flare must decrease so that the maximum allowable width of the driveway is achieved at a distance of no greater than sixty (60) feet from the interface of the driveway and road.

## **SECTION 19. SPECIFIC USE PERMITS**

### **19.1. 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.

### **19.2. 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.

### **19.3. Provision**

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 by 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 a SUP has been granted.

## **SECTION 20. 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 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. Failure to comply with the provisions of this ordinance may result in fines, issuance of stop-work orders, or other enforcement actions as specified in Section.

## **SECTION 21. 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 22. EFFECTIVE DATE**

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

**APPENDIX 1  
DISTRICT REGULATIONS**

	<b>AG</b>	<b>SF-E</b>	<b>SF</b>	<b>B-1</b>
MAXIMUM HEIGHT (feet)	40	40	40	20
SIDE YARD WIDTH (feet)	5	5	5	5
MINIMUM REAR YARD (feet)	5	5	5	5
MINIMUM FRONT YARD (feet)	75	75	75	55
MINIMUM LOT AREA (square feet)	217,800	108,900	43,560	108,900
MINIMUM LOT WIDTH (feet)	200	200	150	200
MINIMUM LOT DEPTH (feet)	311	311	200	311
MAXIMUM LOT COVERAGE	15%	10%	10%	10%
MINIMUM GREEN SPACE	50%	50%	50%	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 outlined in the respective district.
- c) The front yard setback shall be measured from the center line of the road 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 eight (8) 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 that 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 eight (8) 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 one (1) the highest point of the roof's surface, if a flat surface, two (2) to the deck line of mansard roofs, or three (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 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.
- g) Single-family dwellings require building lots of two and a half (2.5) acres or more, except in the SF-Single Family Residential District.
- h) All measurements for minimum front yard and other related measures are from the center line of the road and include both the road and the right of way.



## Memo from the Town Deputy Secretary

**To:** Town Council

**Date:** March 21, 2024 Meeting

**From:** Anne Hamilton, Secretary and Theresa Scholander, Deputy Secretary

**CC:** Citizens of Town of Poetry, TX

**Big Welcome to Town of Poetry Texas's Secretary, Anne Hamilton.**

I would like to thank everyone for welcoming me to your Town and I look forward to getting to know each of you. I hope you will be patient as I familiarize myself with the Town's operations.

So far this month I have been working hard on catching up with the minutes of previous meeting so we can get them posted and keep you informed.

Going forward, I shall be learning how to update the Town website and engrossed in essential classes required by the Attorney General of Texas.

I am excited to embark on this journey and I know together we will achieve great things.

*-Anne*

By now you should have received the March Newsletter.

Please note the hard work the town has been putting forth to work on our roads. You may drive by and see these citizens working hard to repair the roads within our town.

😊 A BIG thank you to all who have donated their time on these projects. 😊

Spring Cleaning Day is fast approaching. Mark your calendars and lend a hand Friday and Saturday, April 18/19th. Check your newsletter for details.

Once again spring weather is around the corner. Let's do what we can to keep Poetry beautiful and enjoy the upcoming changes in weather. --*Theresa*

## Costs involved with Petitions for Release from ETJ

3/15/24

	Min.	Max.	Average
Town Secretary: \$20/hour Depositing check, Letter of verification mailed, total of 67 minutes	\$22.00		\$ 22.00
CAD verification, redaction, copying (ave 11.4 pages)			
Materials Costs: average of 11.4 pages (x3) 10 cents + postage (68 cents)	\$4.10		\$4.10
Town Attny. legal fees: \$45	\$ 45.00	\$ 45.00	\$ 45.00
Mapping: \$50	\$ 50.00	\$ 50.00	\$ 50.00
PER Survey: \$48-98 (surveyor 15-30 minutes) (if BH firm is approved)	\$ 48.00	\$ 98.00	\$ 73.00
<b>Total costs to town:</b>	<b>\$ 169.10</b>	<b>\$ 193.00</b>	<b>\$ 194.10</b>

**(+ \$73 for each additional survey)**

**Note: the above does not involve the extra cost at the meetings for secretary, legal (if present), or typing of minutes involving the petitions, or reimbursement to secretary for 12.6 miles to deposit check @ \$8.57 (RT)**

**Currently charge to Petitioners: \$125 (which @ a minimum, -\$69.10 Town deficit)**

**Note:**

- a) A petition that is one petition but has 3 surveys would cost **\$340.00**
- b) Three petitions with 3 surveys would cost **\$340 + additional legal of \$90** and approx 11.4 minutes in sec. time or **\$3.79 + \$1.37** in materials cost=**\$ 435.16**

\* data based on 19 petitions to date



# KAUFMAN COUNTY, TEXAS COMMISSIONER PCT. 3

*This is not accurate JS*

## INTERLOCAL PROJECT AGREEMENT APPROVAL/CANCELLATION

The below Project has been (completed)/(cancelled). This is for a portion of the project as stated in original agreement.

PROJECT AGREEMENT DATE: 5-16-2023

PROJECT LOCATION: CR 247,249, Gate Ln., Four Post Ln., Green Meadows Ln

PROJECT DESCRIPTION: Pothole repair; fresh asphalt; cold or hot mix; Town of Poetry

*4 roads were left untouched by KC  
Since Sept the Volunteer Roads team worked on these.*

PROJECT COMPLETION DATE: 9-14-23

Approved by: Kaufman County Commissioner (Pct. 3)

\_\_\_\_\_  
Kaufman County Commissioner, Pct. 3

12-8-23

Date:

Escrow Balance: \$ \_\_\_\_\_

Total Cost: \$ 3,280.00

(Labor: \$ 1,640.00)

(Materials: \$ 1,640.00)

*(Feb 22 + March)  
13  
2024  
JS*

Balance Forward: \$ \_\_\_\_\_

### FORWARD SIGNED COPY TO:

Kaufman County Auditor  
100 N. Washington  
Kaufman, TX 75142  
Krystal.cruz@kaufmancounty.net

# PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **Town of Poetry, Texas**, hereinafter referred to as "Town", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

The Town desires to engage the services of the Engineer to complete various general engineering and land surveying services as the Town Engineer; including roadway maintenance and repair, supervision/monitoring of franchise utilities, review and evaluation of drainage matters, street construction, street right-of-way evaluation and management consultation, development construction plan and plat reviews, engineering evaluations and recommendations, infrastructure planning, review of developer's agreements, review of subdivision regulations, coordination meetings and other similar type tasks, and small design projects with construction values under \$100,000.00, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the Town under the terms and conditions provided herein. Design projects with a construction value over \$100,000.00 will be under separate agreement. That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

## I. Employment of the Engineer

The Town hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

## II. Scope of Services

The parties agree that Engineer shall perform such services as expressly set forth as described above and within this agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the Town. Engineer shall have no further obligations or responsibilities for the Project except as agreed to in writing. Engineer's services and work product are intended for the sole use and benefit of Town and are non-intended to create any third party rights or benefits, or for any use by any other entity or person for any other purpose.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in North Central Texas and under the same or similar circumstances and professional license. Professional services shall be performed as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer.

### **III. Schedule of Work**

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service, except for delays beyond the reasonable control of Engineer, to completion.

### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "A" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "A". Town agrees to pay invoices upon receipt.

### **V. Information To Be Provided By The Town**

The Town agrees to furnish, prior to commencement of work, all information requested by Engineer that is available to the Town.

### **VI. Insurance**

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$3,000,000), Worker's Compensation, General Liability and Automobile Insurance.

### **VII. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the Town. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the Town as provided by this Agreement.

### **VIII. Contract Termination**

The parties agree that Town or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to Town all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of Town in accordance with the provisions of this Agreement prior to termination.

### **IX. Engineer's Opinion of Cost**

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

### **X. Construction**

On projects that include construction, the Owner recognizes that the Contractor and Subcontractors will be solely in control of the Project site and exclusively responsible for construction means, methods, scheduling, sequencing, jobsite safety, safety programs, and compliance with all construction documents and directions from Owner or Building Officials. Construction contracts are between the Client and the Construction Contractor. Consultant shall not be responsible for construction related damages, losses, costs, or claims; except only to the extent caused by Consultant's sole negligence.

### **XI. Ownership of Documents**

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the Town. Town shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VIII, Engineer will revise drawings to reflect changes made during construction as reported by the Town and contractor, and will furnish the Town with one set of construction record drawings.

All deliverables shall be furnished, as an additional service, at any other time requested by the Town when such deliverables are available in the Engineer's record keeping system.

## **XII. Complete Contract**

This Agreement, including exhibit “A” constitutes the entire agreement by and between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous written or oral understanding. This agreement may only be amended, supplemented, modified or canceled by a duly executed written agreement.

## **XIII. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to Town permitted or required under this Agreement shall be addressed to Town at the following address:

Tara Senkevech, Mayor  
Town of Poetry  
5671 C.R. 323  
Poetry, Texas 75160  
Email: mayor.tara@poetrytexas.org

Town agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Gary C. Hendricks, P.E., R.P.L.S.  
Birkhoff, Hendricks & Carter, L.L.P.  
11910 Greenville Ave., #600  
Dallas, Texas 75243  
Phone: (214) 361-7900  
Email: ghendricks@bhcllp.com

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

## **XIV. Texas Board of Professional Engineers & Land Surveying Contact Information**

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.



## **XV. Contract Amendments**

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

## **XVI. Indemnification Clause**

CONSULTANT AGREES TO INDEMNIFY, AND HOLD HARMLESS THE TOWN, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS, OR NEGLIGENT ACTS, OR OMISSIONS OF CONSULTANT, SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

## **XVII. Exclusions**

Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- A. Certification that work is in accordance with plans and specifications
- B. Consulting services by others not included in Scope of Services
- C. Contractor's means and methods
- D. Fees for permits
- E. Fees for publically advertising construction projects
- F. Fiduciary responsibility to the Town
- G. On-site construction safety precautions, programs and responsibility (Contractor's responsibility)
- H. Phasing of Contractor's work.
- I. Quality control and testing services during construction.
- J. Title searches
- K. Environmental impact statements, assessments or cleanup
- L. Trench safety designs

**XVIII. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto, with originals in the hand of both parties.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

**TOWN OF POETRY, TEXAS**

*A Texas General Law Municipality*

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**

*A Texas Limited Liability Partnership*

*Texas Board of Professional Engineers & Land Surveys*

*Engineering Firm No. 526*

*Land Surveying Firm No. 100318-06*

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

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

Gary C. Hendricks, P.E., R.P.L.S., Partner

Date: \_\_\_\_\_

Date: February 9, 2024

**ATTEST**

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

# EXHIBIT "A"

## SCOPE OF SERVICES and COMPENSATION SCHEDULE

### I. SCOPE OF SERVICES

- a) The Town desires to engage the services of the Engineer to complete various general engineering and land surveying services; including roadway maintenance and repair, supervision/monitoring of franchise utilities, review and evaluation of drainage matters, street construction, street right-of-way evaluation and management consultation, development construction plan and plat reviews, engineering evaluations and recommendations, infrastructure planning, review of developer's agreements, review of subdivision regulations, coordination meetings and other similar type tasks, and small design projects with construction values under \$100,000.00, hereinafter referred to as the "Project"; and the Engineer desires to render such engineering design services for the Town under the terms and conditions provided herein. Design projects with a construction value over \$100,000.00 will be under separate agreement
- b) Refer to Article 2.4: Full size sheets shall be 22"x 34". Strike all references to 24" x 36"

### II. TASK ASSIGNMENTS

Each new task assigned by the Town under the terms of this agreement will be assigned a Task Description, Task Number, Task Schedule and not to exceed Task Billing Amount. These designations will be confirmed in writing by the Town, and approved in writing by the Town prior to the engineer engaging in the work.

### III. EXCLUSIONS

Services specifically excluded from this scope of services include, but are not necessarily limited to the following:

- a) Certification that work is in accordance with plans and specifications
- b) Consulting services by others not included in Scope of Services
- c) Contractor's means and methods
- d) Fees for permits
- e) Fees for publically advertising construction projects
- f) Fiduciary responsibility to the Town
- g) On-site construction safety precautions, programs and responsibility (Contractor's responsibility)
- h) Phasing of Contractor's work.

- i) Quality control and testing services during construction.
- j) Title searches
- k) Environmental impact statements, assessments or cleanup
- l) Trench safety designs

#### IV. TEXAS BOARD OF PROFESSIONAL ENGINEERS & LAND SURVEYING CONTACT INFORMATION

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Engineers & Land Surveyors, 1917 South Interstate 35, Austin, Texas 78741, Phone (512) 440-7723.

#### V. BILLING TERMS

- a) Payment for professional engineering and surveying services described in this agreement shall be based on the fee schedule attached.
  
- b) Refer to Article 4.2: Automobile mileage shall be charge at the IRS established rate. Outside services and expenses shall be at actual invoice amount times a multiplier of 1.15.

#### VI. INVOICING TERMS

Invoices will be prepared monthly for approved work completed in the prior month. Each invoice will include the Task Number, Task Description and the Not to Exceed Task Amount, along with itemized accounting of each engaged personnel's time, billing rates and total amount billed. Itemized billing back-up will be included providing a log of each engaged personnel's task effort on a daily basis. A generalized progress report will accompany each task item shown on the invoice.

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**

**2024 FEE SCHEDULE**

Description of Staff	Experience Level	Hourly Rate
Senior Engineer	18+ Years	\$ 310.00
Design Engineer	5-17 Years	\$ 270.00
Electrical Engineer	10-20 Years	\$ 300.00
Engineer-in-Training I	< 1 Years	\$ 120.00
Engineer-in-Training II	1-3 Years	\$ 135.00
Engineer-in-Training III	3+ Years	\$ 150.00
AutoCAD Technician I	0-4 Years	\$ 110.00
AutoCAD Technician II	5-15 Years	\$ 155.00
AutoCAD Technician III	15+ Years	\$ 215.00
Engineering Intern		\$ 95.00
Administrative Assistant I		\$ 90.00
Administrative Assistant II		\$ 120.00
Survey Crew		\$ 195.00
RPLS		\$ 300.00
Expert Witness: Consultations / Depositions / Hearings		2x Rate

<b>Costs involved with Petitions for Release from ETJ</b> <small>3/15/24</small>	min.	max.	Average
Secretary \$20/hour (total of 67 minutes) CAD verification, redaction, copying (ave 11.4 pages) Depositing check, Letter of verification sent out	\$22.00		\$ 22.00
Materials costs Average of 11.4 pages (x3) 10 cents + postage(68 cents)	\$4.10		\$4.10
Legal \$45	\$ 45.00	\$ 45.00	\$ 45.00
Mapping \$50	\$ 50.00	\$ 50.00	\$ 50.00
PER Survey \$ 48-98 (surveyor 15-30 minutes) (if BH firm is approved)	\$ 48.00	\$ 98.00	\$ 73.00
<b>Total costs to town</b>	<b>\$ 169.10</b>	<b>\$ 193.00</b>	<b>\$ 194.10</b>

**(+ \$73 for each additional survey)**

**Note: the above does not involve the extra cost at the meetings for secretary, legal (if present)  
or typing of minutes involving the petitioner reimbursement to secretary for 12.6 miles to deposit check = \$8.57**

**Current charge is \$125 which is at minimum a \$69.10 deficit**

**Note:**

- a) A petition that is one petition but has 3 surveys would cost **\$340.00**
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and approx 11.4 minutes in sec. time or **\$3.79 + \$1.37** in materials cost=**\$ 435.16**

\* data based on 19 petitions to date

IN THE COMMISSIONERS COURT OF  
KAUFMAN COUNTY, TEXAS

SEPARATE WRITTEN APPROVAL OF INTERLOCAL  
COOPERATION CONTRACT WITH:  
TOWN OF POETRY

The Commissioners' Court of Kaufman County, Texas, in compliance with §791.015 of the Texas Government Code, otherwise known as the Interlocal Cooperation Act, and before the commencement of any work to construct, improve, or repair the subject matter of an Interlocal Contact with City of Poetry, hereby authorizes, and approves this separate specific written approval for the proposed project described below. In this regard, the following provisions apply to such proposed Interlocal Cooperation Contract:

1. This approval is separate and distinct from the Interlocal Cooperation Contract itself.
2. The proposed project is for Kaufman County R&B Precinct #3 to:

A. Description of Project: Pothole repair using fresh asphalt; cold or hot mix

In the Town of Poetry.

B. Exact Project Location: CR 247, CR 249, Gate Lane, Four Post Lane, and Green Meadows Lane.

C. Material, equipment, labor hours, etc. to be used on this project: hot mix machine, or cold mix with 4 man crew.

Approximate Start Date: April 2023 Approximate Completion Date: \_\_\_\_\_

Cost of Project: \$ 3280.00.\*

\*(to be paid into an escrow account with the County before the start date of the above-described project)

It is mutually understood that no additional projects will be performed for any entities that owe outstanding project costs to Kaufman County.

Approved by Commissioners' Court:

\_\_\_\_\_  
Kaufman County Judge, Jackie Allen

\_\_\_\_\_  
Date:

Approved by: Town of Poetry

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Authorized Signature for Other Entity

**Copy of said agreement will be provided to the County Auditor and an accounts receivable will be recorded for said agreement. The Commissioners Office will report the date of completion to the County Auditor within seven (7) days of completion of above-described project. The fund deposited in the escrow account will then be paid to the County.**

# SURVEY #1 FOR POETRY RESIDENTS only:

Name: \_\_\_\_\_ (only one entry per citizen)

March 2024

As you know, our Town of Poetry is a unique name. In fact, it is the ONLY town named such, which is a rare thing indeed. It was said that when a tornado destroyed the Town school in the early 1900's, the teachers read poetry to the school children to comfort them.

Before the Town purchases any new signs for replacement, since there are several signs needing replaced, we would like to know the will of Poetry citizens. We have received some suggestions, as we "forge our future", that we consider renaming our streets. We have a wonderful and unique opportunity, for all of us to leave our permanent mark in our magnificent Town, by either renaming, or adding (for the ease of transition), something more interesting than numbered roads. To celebrate, both the name of our Town, and to keep the memory of its origin alive, it has been suggested that we consider renaming the streets after famous poets.

We welcome your thoughts and ideas. Please take a moment to submit your ideas.

1). Would you like to see CR 249/CR 2458 renamed? [Rockwall County calls this "Poetry Road"].

Yes or No (please circle one)

2) If yes, should it be named **League Line Rd** or after a **poet**? Suggestion: \_\_\_\_\_

3) Should it be **CR 249/League Line Rd** or just **League Line Rd** or just **Poetry Rd** or: \_\_\_\_\_?  
(Please circle one)

3) Are there other streets in town jurisdiction you would like renamed after a Poet?

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

4) Which famous Poets do you prefer? (Circle all that apply)

Adrienne Rich

Christina Rossetti

Dante Alighieri

Edgar Allan Poe

Elizabeth Barrett Browning

Emily Dickenson

Homer

John Milton

Langston Hughes

Mary Oliver

Maya Angelou

Oscar Wilde

Pablo Neruda

Percy Shelley

Phillis Wheatley

Robert Frost

Sylvia Plath

Walt Whitman

William Blake

William Butler Yeats

William Shakespear

William Wordsworth

Any others that we may have not listed here that you prefer: \_\_\_\_\_

*Thank you so much for your input!*



Road work completed in Poetry in 2023

7-Feb-23	Green Meadows	Pothole Truck	\$ 1,125.00	Worked performed: Pothole repair
13-Feb-23	Gate Ln	Blade and Backhoe	\$ 1,215.00	Worked performed: Bladed road, and Replaced culverts
27-Feb-23	Green Meadow	Pothole Truck	\$ 985.00	Work performed: Pothole repair
28-Feb-23	CR 323	Pothole Truck	\$ 1,053.00	Work performed: Pothole repair and replaced culverts
7-Mar-23	CR 323	Gradall, Dump trucks	\$ 1,280.00	Work performed: Ditch work, and replaced culverts
28-Apr-23	CR 232/324	backhoe, dump trucks, patch truck	\$ 862.00	Work performed: Cleaned culverts, replaced culverts, and pothole repair
23-May-23	CR 249	Pothole truck	\$ 1,100.00	Work performed: Pothole repair
24-May-23	CR 249	Pothole truck	\$ 550.00	Work performed: Pothole repair completion
11-Sep-23	CR 323/324	Pothole truck	\$ 450.00	Work performed: Pothole repair
12-Sep-23	CR 323	Blade, dump trucks, water truck	\$ 630.00	Work performed: Laid down Oil Sand to repair the road
14-Sep-23	CR 323	Patch truck	\$ 550.00	Work performed: Pothole repair
<b>Total for work done in Poetry for 2023</b>			<b>\$ 9,800.00</b>	



TEXAS MUNICIPAL LEAGUE

*Empowering Texas cities to serve their citizens*

President **Tito Rodriguez**, Councilmember, North Richland Hills  
Executive Director **Bennett Sandlin**

March 5, 2024

The Honorable Tara Senkevech, CFO, Mayor  
Town of Poetry  
19012 FM 986  
Terrell, TX 75160-0124

Mayor Senkevech:

It is time to renew the Town of Poetry's membership with the Texas Municipal League (TML). We are honored that the city has been a member of TML since June 1, 2022, and have enclosed your membership renewal invoice.

TML is privileged to serve more than 1,170 member cities throughout the state. Each member contributes to the League's influence and our ability to empower Texas cities to serve their citizens.

We look forward to continuing to address your city's needs in the year ahead and want to make sure you're taking full advantage of TML programs and services:

- ✓ **Advocacy.** The League vigorously coordinates and advocates for a legislative program set by our member cities at the state and federal levels.
- ✓ **Legal Support.** TML has attorneys on staff to answer general legal questions about municipal law and monitor federal and state laws, regulations, and court rulings.
- ✓ **Training.** From our annual conference to workshops to webinars, the League offers training to help you better serve your community.
- ✓ **Resources and Experts.** Whether it's connecting you to our library of information, publications, an expert in the field, a private-sector service, revenue sources, example policies/ordinances, or national and state programs, we can help you seize an opportunity or creatively solve a problem.
- ✓ **Risk Pool.** TML sponsors the TML Intergovernmental Risk Pool (property/liability/workers' compensation coverage) that provides substantial savings to cities.

Thank you for your city's continued participation. If you have any questions about member benefits or the renewal notice, please contact Rachael Pitts on our staff at (512) 231-7472 or [rpitts@tml.org](mailto:rpitts@tml.org). We look forward to serving you for another year and well into the future.

Sincerely,

Bennett Sandlin  
Executive Director

*Thank you!*



1821 Rutherford Lane, Ste 400  
Austin, TX 78754  
512-231-7400

**Renewal Notice**

Town of Poetry  
Tara Senkevech, CFO  
Mayor  
19012 FM 986  
Terrell, TX 75160-0124

Account No.	C-102425
Date:	2024-03-05
Amount Due:	\$812.00

TML Federal ID No: 74-6000125

**Member Service Fee**

For the City's share of the cost of League services for the period 2024-06-01 - 2025-05-31.

Member Service Fees are based on population reported by the member city and supplemented by COG population estimates and/or Bureau of Census estimates, when available.

Texas Local Government Code Section 140.0045 requires that your proposed annual budget reflect expenditures your city makes for directly or indirectly influencing or attempting to influence the outcome of legislative or administrative action. TML member service fees are not used for advocacy and need not be included in that calculation.

If you would like TML to submit a conflict disclosure "form 1295," please contact Rachael Pitts on our staff at 512-231-7472 or rpitts@tml.org.

**Please make a copy of this statement and return it with your remittance.**

**For Payments by EFT/ACH:**

**Bank:** JPMorgan Chase  
**ABA#** 111000614  
**Account #** 9440682815

<b>BILLED</b>	<b>\$812.00</b>
<b>PAID</b>	<b>\$0.00</b>
<b>ADJ</b>	<b>\$0.00</b>
<b>BALANCE</b>	<b>\$812.00</b>

Redacted/Scanned

PETITION FOR RELEASE OF AREA BY LANDOWNER OR RESIDENT

to CM's &  
Mayor  
3-7-24  
TRK

FROM EXTRATERRITORIAL JURISDICTION

TO THE TOWN OF POETRY, TEXAS:

Pursuant to Chapter 42, Local Government Code as amended and effective September 1, 2023, Petitioners Darrel & Rita Scott DBA: Royse Family Trust, hereby file this Petition for Release of Area within the municipality's extraterritorial jurisdiction ("ETJ") and in support thereof would respectfully show as follows:

#### FACTUAL BACKGROUND

Petitioners aver that they: (a) are all of the residents of the area described by the Petition in the Town of Poetry's extraterritorial jurisdiction; (b) are the owners of the majority in value of such area consisting of one lot in the Town of Poetry's extraterritorial jurisdiction; and (c) constitute the majority in value of the holders of title to such land to be released.

#### ARGUMENT AND AUTHORITY

1. As set forth above, Petitioners are all of the residents of the area described by the Petition in the municipality's extraterritorial jurisdiction. See Tex. Loc. Gov. Code Sec. 42.102(a).
2. Petitioners are more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding. See Tex. Loc. Gov. Code Sec. 42.102(b).
3. In addition, Petitioners are the owners of the majority in value of such area consisting of one lot of land in the municipality's extraterritorial jurisdiction. See Tex. Loc. Gov. Code Sec. 42.102(b).
4. Likewise, Petitioners constitute the majority in value of the holders of title of land in the area described by the Petition, as indicated by the tax rolls of the Kaufman County

Central Appraisal District ("KCAD"), in accordance with Tex. Loc. Gov. Code Sec. 42.104(a)(2).

5. As set forth below, Petitioners have satisfied the signature requirement described by Tex. Loc. Gov. Code Sec. 42.104(a) by submitting all of the required signatures not later than the 180th day after the date the first signature for the petition was obtained and such signatures are in writing, as required by Tex. Loc. Gov. Code Secs. 42.104(c) and (d).
  6. The petition includes a map of the land to be released and describes the boundaries of the land to be released by lot and block numbers. See Tex. Loc. Gov. Code Sec. 42.104(d)(1) and (2). See also Exhibit. "A" all of the property owned by Petitioners and Exhibit "B" the property to be released and Exhibit. "C" map of area defined in Exhibit A and B, attached hereto.
  7. The "area described by the petition" and "land to be released" as set forth herein is any part of the following property included within the Town of Poetry ETJ: (1) KCAD Property ID: 14506,215871,215853,215870,14505,14475,14492,215872 & 14507; Legal Acreage: 84.000; GEO ID: 99.0529.0000.0540.00.06.12, 99.0529.0000.0530.02.06.12, 99.0529.0000.0400.01.06.12, 99.0529.0000.0530.01.06.12, 99.0529.0000.0530.00.06.00, 99.0529.0000.0400.00.06.00, 99.0529.0000.0470.01.06.00, 99.0529.0000.0545.01.06.00 & 99.0529.0000.0545.00.06.12; Legal Description: Being all of Survey Plats 19057 FM 1565, as recorded in E. Turner Survey, Abstract No. 529 and as more specifically described on Exhibits "A1-3" and Exhibit "B1-3" attached hereto and which are incorporated herein by reference. See also the map attached hereto as Exhibit. "C1-3,"
  8. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(a) Petitioners request this petition requesting removal shall be verified by the municipal secretary or other person responsible for verifying signatures.
  9. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(b), Petitioners request the municipality to notify the residents and landowners of the results of the petition.
  10. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(c), since the Petitioners have obtained the required number of signatures under Section 42.104, the aforementioned municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.
-

Respectfully Submitted,

Petitioner(s) Name:

Signature: [Signature]

DOB: [Redacted]

Date: 03-03-24

Petitioner(s) Name:

Signature: Rita Royse Scott, trustee

DOB: [Redacted]

Date: 03-03-24

Petitioner(s) Home Address:

19057 FM 1565  
Terrell, TX 75160

Phone Number: [Redacted]

Email Address: [Redacted]

**CERTIFICATE OF SERVICE:**

This is to certify that on 3<sup>rd</sup> day of March, 2024 a true and correct copy of the above and foregoing instrument was this date sent to the Town of Poetry, Texas via email to the secretary@poetrytexas.org, The Mayor and all Town Councilmen.

Petitioners Name: Darrell Scott

Petitioners Name: Rita Scott

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**EXHIBIT A-1: PROPERTY DESCRIPTION/ID 14506,215871,215853,215870,14505 & 14475**

STATE OF TEXAS

KAUFMAN COUNTY

PROPERTY DESCRIPTION OF 52.365 ACRES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE E. TURNER SURVEY, ABSTRACT No. 529, KAUFMAN COUNTY, TEXAS, AND BEING ALL THAT CALLED 50.000 ACRES OF LAND, DESCRIBED IN SPECIAL WARRANTY DEED FROM G.V. ROYSE ( aka G.V. ROYSE, JR. ) AND MARGARET ROYSE TO G.V. ROYSE AND MARGARET ROYSE, AS TRUSTEES FOR THE ROYSE FAMILY TRUST AS RECORDED IN VOLUME 2240, PAGE 399, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE SOUTH LINE OF FARM TO MARKET ROAD No. 1565 (A 90 FOOT RIGHT-OF-WAY), ALSO MARKING THE NORTHWEST CORNER OF A CALLED 2.888 ACRE TRACT OF LAND DESCRIBED IN DEED TO CODY SCOTT AND WHITNEY SCOTT, HUSBAND AND WIFE AS RECORDED IN VOLUME 5505, PAGE 564 DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE S48°37'37"W, ALONG THE COMMON LINE OF SAID ROYSE TRACT AND SAID SCOTT TRACT, A DISTANCE OF 1030.20 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, BEING IN THE NORTHEAST LINE OF A CALLED 15.000 ACRE TRACT OF LAND DESCRIBED IN DEED AS " FIRST TRACT " TO KENNETH W. McDONALD AND WIFE, CORNELIA A. McDONALD RECORDED IN VOLUME 582, PAGE 171, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE N42°55'45"W, ALONG THE NORTH EASTERLY LINE OF SAID MCDONALD TRACT A DISTANCE OF 273.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, ALSO MARKING THE NORTHEAST CORNER OF THE SAID MCDONALD TRACT, AND MARKING AN EAST CORNER OF A CALLED 87.572 ACRE TRACT OF LAND DESCRIBED IN DEED TO DOCK MCKENZIE BALLARD, RECORDED IN VOLUME 5639, PAGE 233, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE N42°28'31"W, ALONG THE NORTHER LINE OF SAID BALLARD TRACT, A DISTANCE OF 1,637.23 FEET TO A FENCE CORNER 3 INCH PIPE FOR CORNER;

THENCE N47°00'00"E, ALONG THE NORTHWEST LINE OF SAID ROYSE FAMILY TRUST, RECORDED IN VOLUME 2240, PAGE 399, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, A DISTANCE OF 1216.94 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, AND BEING ON THE SOUTHERN LINE OF FARM TO MARKET ROAD No. 1565 A (90 FOOT RIGHT - OF - WAY);

THENCE S42°45'23"E, ALONG THE SOUTHERN LINE OF SAID FARM TO MARKET ROAD No. 1565 A (90 FOOT RIGHT - OF - WAY), RECORDED IN VOLUME 361, PAGE 159, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, AND VOLUME, 362, PAGES 1 - 4, OF THE DEED RECORDS OF



KAUFMAN COUNTY, TEXAS, A DISTANCE OF 961.31 FEET TO A 1/2 IRON ROD SET FOR A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 446.98 FEET TO THE END OF CURVE, SAID POINT BEING A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°43'59.9", , A RADIUS OF 1864.83 FEET AND A CHORD BEARING AND DISTANCE OF S35°17'20"E, 445.91 FEET TO A 1/2 INCH IRON ROD SET FOR END OF CURVE;

THENCE S28°36'59"E, ALONG THE SOUTHERN LINE OF SAID FARM TO MARKET ROAD No. 1565 (A CALLED 90 FOOT RIGHT-OF-WAY) A DISTANCE OF 558.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,281,034 SQUARE FEET OR

52.365 ACRES OF LAND.

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**EXHIBIT B-1: DESCRIPTION OF THE PORTION TO BE RELEASED**

STATE OF TEXAS

KAUFMAN COUNTY

PROPERTY DESCRIPTION OF 52.365 ACRES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE E. TURNER SURVEY, ABSTRACT No. 529, KAUFMANCOUNTY, TEXAS, AND BEING ALL THAT CALLED 50.000 ACRES OF LAND, DESCRIBED IN SPECIAL WARRANTY DEED FROM G.V.ROYSE ( aka G.V. ROYSE, JR. ) AND MARGARET ROYSE TO G.V. ROYSE AND MARGARET ROYSE, AS TRUSTEES FOR THE ROYSE FAMILY TRUST AS RECORDED IN VOLUME 2240, PAGE 399, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE SOUTH LINE OF FARM TO MARKET ROAD No. 1565 (A 90 FOOT RIGHT-OF-WAY), ALSO MARKING THE NORTHWEST CORNER OF A CALLED 2.888 ACRE TRACT OF LAND DESCRIBED IN DEED TO CODY SCOTT AND WHITNEY SCOTT, HUSBAND AND WIFE AS RECORDED IN VOLUME 5505, PAGE 564 DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE S48°37 37\*W, ALONG THE COMMON LINE OF SAID ROYSE TRACT AND SAID SCOTT TRACT, A DISTANCE OF 1030.20 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, BEING IN THE NORTHEAST LINE OF A CALLED 15.000 ACRE TRACT OF LAND DESCRIBED IN DEED AS " FIRST TRACT " TO KENNETH W. McDONALD AND WIFE, CORNELIA A. MCDONALD RECORDED IN VOLUME 582, PAGE 171, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE N42°55 45\*W, ALONG THE NORTH EASTERLY LINE OF SAID MCDONALD TRACT A DISTANCE OF 273.86 FEET TO A 1/2 INCH RON ROD FOUND FOR CORNER, ALSO MARKING THE NORTHEAST CORNER OF THE SAID MCDONALD TRACT, AND MARKING AN EAST CORNER OF A CALLED 87.572 ACRE TRACT OF LAND DESCRIBED IN DEED TO DOCK MCKENZIE BALLARD, RECORDED IN VOLUME 5639, PAGE 233, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE N42°28'31\*W, ALONG THE NORTHER LINE OF SAID BALLARD TRACT, A DISTANCE OF 1,637.23 FEET TO A FENCE CORNER 3 INCH PIPE FOR CORNER;

THENCE N47°00'00\*E, ALONG THE NORTHWEST LINE OF SAID ROYSE FAMILY TRUST, RECORDED IN VOLUME 2240, PAGE 399, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, A DISTANCE OF 1216.94 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, AND BEING ON THE SOUTHERN LINE OF FARM TO MARKET ROAD No. 1565 A (90 FOOT RIGHT - OF - WAY);

THENCE S42°45 23\*E, ALONG THE SOUTHERN LINE OF SAID FARM TO MARKET ROAD No. 1565 A (90 FOOT RIGHT - OF - WAY), RECORDED IN VOLUME 361, PAGE 159, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, AND VOLUME, 362, PAGES 1 - 4, OF THE DEED RECORDS OF

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KAUFMAN COUNTY, TEXAS, A DISTANCE OF 961.31 FEET TO A 1/2 IRON ROD SET FOR A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 446.98 FEET TO THE END OF CURVE, SAID POINT BEING A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°43'59.9", , A RADIUS OF 1864.83 FEET AND A CHORD BEARING AND DISTANCE OF S35°17'20"E, 445.91 FEET TO A 1/2 INCH IRON ROD SET FOR END OF CURVE;

THENCE S28°36'59"E, ALONG THE SOUTHERN LINE OF SAID FARM TO MARKET ROAD No. 1565 (A CALLED 90 FOOT RIGHT-OF-WAY) A DISTANCE OF 558.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,281,034 SQUARE FEET OR

52.365 ACRES OF LAND.

LESS AND EXCEPT

BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-6 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS", VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED AS THE MOST EASTERLY PORTION OF THE LOT.

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**EXHIBIT A-2: PROPERTY DESCRIPTION/ID 14492**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

**BEING a tract of land situated in the E. TURNER SURVEY, ABSTRACT NO. 529, of Kaufman County, Texas, and being a tract of land conveyed to Royse Family Trust, as recorded in Volume 2722, Page 259, of the Deed Records of Kaufman County, Texas, as shown on this survey, and being more particularly described by metes and bounds as follows:**

**BEGINNING at a 1/2 inch iron rod found, being the East corner of a tract of land conveyed to Beans Creek LTD., as recorded in Volume 5425, Page 596, of the Deed Records of Kaufman County, Texas, and being along the Northwest property line of a tract of land conveyed to Dock M. Ballard, as recorded in Volume 5639, Page 233, of the Deed Records of Kaufman County, Texas, also being the South corner of said Royse tract;**

**THENCE North 43 degrees 38 minutes 53 seconds West, a distance of 537.91 feet, to a fence post for corner;**

**THENCE North 43 degrees 18 minutes 30 seconds East, a distance of 1,761.75 feet, to a 3/4 inch iron pipe found;**

**THENCE South 47 degrees 18 minutes 56 seconds East, a distance of 20.72 feet, to a 1/2 inch iron rod found;**

**THENCE South 43 degrees 19 minutes 31 seconds West, a distance of 878.29 feet, to a 1/2 inch iron rod found;**

**THENCE South 46 degrees 01 minutes 00 seconds East, a distance of 322.86 feet, to a fence post for corner;**

**THENCE South 43 degrees 06 minutes 44 seconds West, a distance of 338.21 feet, to a fence post for corner;**

**THENCE South 48 degrees 06 minutes 50 seconds East, a distance of 191.45 feet, to a 1/2 inch iron rod found;**

**THENCE South 43 degrees 10 minutes 41 seconds West, a distance of 574.99 feet, to the PLACE OF BEGINNING and containing 433,789 square feet or 9.958 acres of land.**

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**EXHIBIT B-2: DESCRIPTION OF THE PORTION TO BE RELEASED**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

**BEING a tract of land situated in the E. TURNER SURVEY, ABSTRACT NO. 529, of Kaufman County, Texas, and being a tract of land conveyed to Royse Family Trust, as recorded in Volume 2722, Page 259, of the Deed Records of Kaufman County, Texas, as shown on this survey, and being more particularly described by metes and bounds as follows:**

**BEGINNING at a 1/2 inch iron rod found, being the East corner of a tract of land conveyed to Beans Creek LTD., as recorded in Volume 5425, Page 596, of the Deed Records of Kaufman County, Texas, and being along the Northwest property line of a tract of land conveyed to Dock M. Ballard, as recorded in Volume 5639, Page 233, of the Deed Records of Kaufman County, Texas, also being the South corner of said Royse tract;**

**THENCE North 43 degrees 38 minutes 53 seconds West, a distance of 537.91 feet, to a fence post for corner;**

**THENCE North 43 degrees 18 minutes 30 seconds East, a distance of 1,761.75 feet, to a 3/4 inch iron pipe found;**

**THENCE South 47 degrees 18 minutes 56 seconds East, a distance of 20.72 feet, to a 1/2 inch iron rod found;**

**THENCE South 43 degrees 19 minutes 31 seconds West, a distance of 878.29 feet, to a 1/2 inch iron rod found;**

**THENCE South 46 degrees 01 minutes 00 seconds East, a distance of 322.86 feet, to a fence post for corner;**

**THENCE South 43 degrees 06 minutes 44 seconds West, a distance of 338.21 feet, to a fence post for corner;**

**THENCE South 48 degrees 06 minutes 50 seconds East, a distance of 191.45 feet, to a 1/2 inch iron rod found;**

**THENCE South 43 degrees 10 minutes 41 seconds West, a distance of 574.99 feet, to the PLACE OF BEGINNING and containing 433,789 square feet or 9.958 acres of land.**

**LESS AND EXCEPT**

**BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-6 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS",**

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**VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIPBED AS THE MOST EASTERLY PORTION OF THE LOT.**

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**EXHIBIT A-3: PROPERTY DESCRIPTION/ID 14507 & 215872**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

**Property (Including Improvements):**

**All that certain tract or parcel of land, situated in Kaufman County, Texas, and being a part of the E. Turner Survey and more particularly described as follows:**

**BEGINNING at the N corner of Lot No. 3 for Mary Lee Redden 216 vrs S 45 E or the N corner of the T.C. Griffin 32 acres;**

**THENCE S 45 W 626 vrs to corner,**

**THENCE N 45 W 146 vrs to corner;**

**THENCE N 45 E 626 vrs to corner;**

**THENCE S 45 E 135 vrs to the place of beginning, containing 15 acres, more or less, and belug Lot No. 4 net apart to James C. Daniel by decree of District Court on March 9, 1884, and entered in Vol. II, page 194 to 199 Cival Minutes of the District Court in Cause No. 3086, entitled Ella Parkerson et al vs. M. L. Rodden et al.**

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**EXHIBIT B-3: DESCRIPTION OF THE PORTION TO BE RELEASED**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

**Property (Including Improvements):**

**All that certain tract or parcel of land, situated in Kaufman County, Texas, and being a part of the E. Turner Survey and more particularly described as follows:**

**BEGINNING at the N corner of Lot No. 3 for Mary Lee Redden 216 vrs S 45 E or the N corner of the T.C. Griffin 32 acres;**

**THENCE S 45 W 626 vrs to corner,**

**THENCE N 45 W 146 vrs to corner;**

**THENCE N 45 E 626 vrs to corner;**

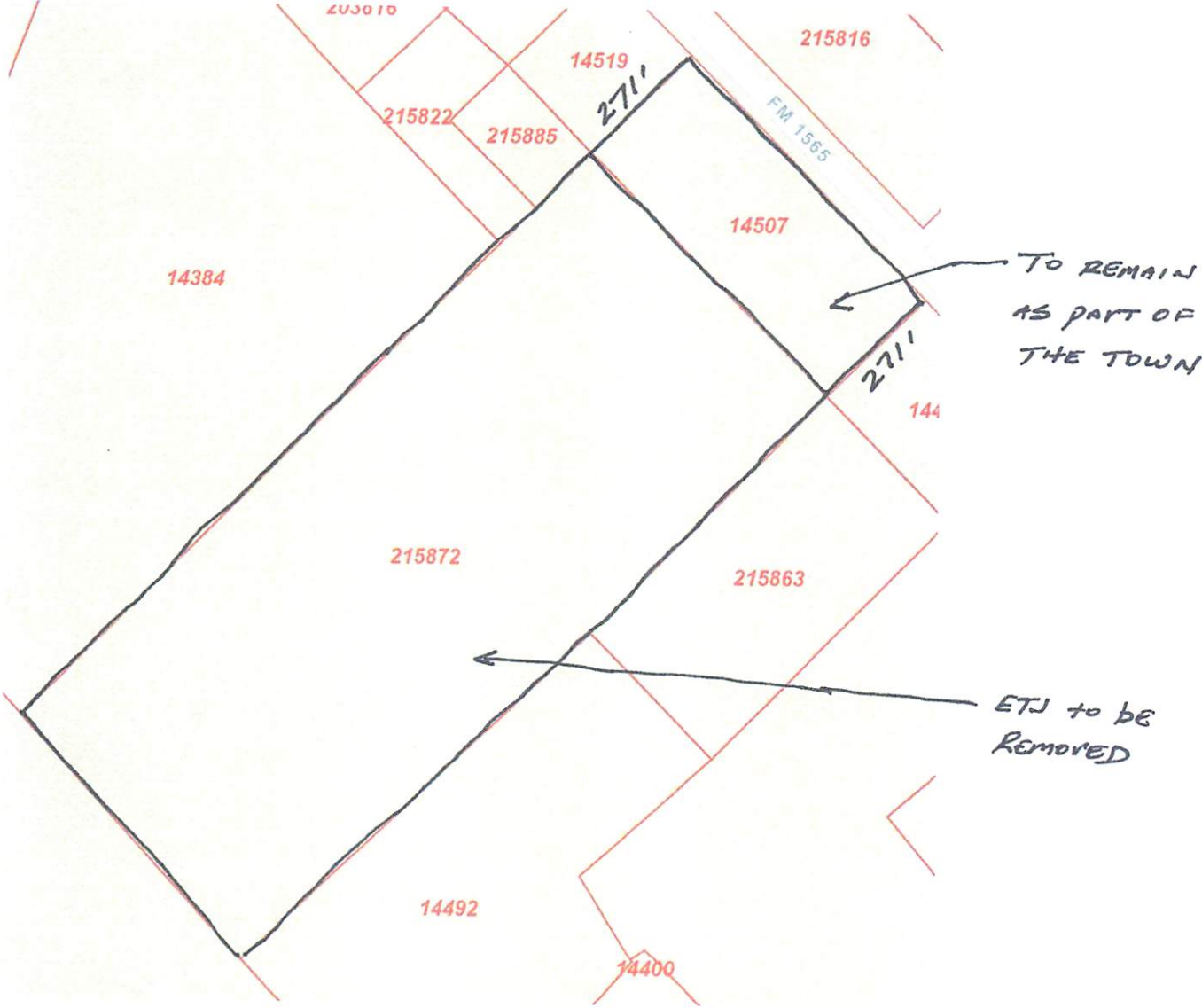
**THENCE S 45 E 135 vrs to the place of beginning, containing 15 acres, more or less, and belug Lot No. 4 net apart to James C. Daniel by decree of District Court on March 9, 1884, and entered in Vol. II, page 194 to 199 Cival Minutes of the District Court in Cause No. 3086, entitled Ella Parkerson et al vs. M. L. Rodden et al.**

**LESS AND EXCEPT**

**BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-6 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS", VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIPBED AS THE MOST EASTERLY PORTION OF THE LOT.**

---

EXHIBIT C-3: A RECENT SURVEY HAS NOT BEEN COMPLETED; COPY OF WARRANTY DEED INCLUDED.



24 AC

711

# 15837

SPECIAL WARRANTY DEED

Date: 4/26/03

Grantors: G. V. Royse (aka G. V. Royse, Jr.) and Margaret Royse

Grantors' Mailing Address (including county): 1811 FM 1565  
Terrell, Texas 75160  
Kaufman County

Grantees: G. V. Royse and Margaret Royse, as Trustees for The Royse Family Trust

Grantees' Mailing Address (including county): 1811 FM 1565  
Terrell, Texas 75160  
Kaufman County

Consideration:

Ten Dollars and No/100 (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged.

Property (including improvements):

All that certain tract or parcel of land, situated in Kaufman County, Texas, and being 9 acres of land, more or less, in the E. Turner Survey, and being the same land described in a Warranty Deed from A. M. Dean and wife, M. J. Dean, to W. E. Chaney, said deed being recorded in Vol. 118, Page 265 of the Deed Records of Kaufman County, Texas, to which said Deed reference is hereby made for a fuller and more complete description; and being that same property conveyed to G. V. Royse, Jr. from W. A. Shoemaker, guardian for Mrs. Alice E. Chaney.

Reservations:

Easements, rights-of-way, and prescriptive rights, whether of record or not, and all presently recorded instruments other than liens and conveyances that affect the property.

Homestead Provision:

If the property transferred herein, or any portion thereof, is the residence of Grantors, then Grantors shall have possession of and full management of the residence and shall have the right to occupy it rent-free. It is the intent of Grantors to retain all homestead rights available to them under Texas law.

SPECIAL WARRANTY DEED

O  
P  
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2  
4  
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0  
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9  
5

Grantors, for the considerations and subject to the reservations from and exceptions to conveyance and warranty, hereby grant, sell and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Grantors bind Grantors and Grantors' heirs, executors and administrators to warrant and forever defend all and singular the said property unto Grantees, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when claim is by, through, or under Grantors, but not otherwise.

Where context requires, singular nouns and pronouns include the plural.

G. V. ROYSE  
G. V. ROYSE

MARGARET ROYSE  
MARGARET ROYSE

STATE OF TEXAS

COUNTY OF KAUFMAN

Before me, the undersigned authority, personally appeared G. V. ROYSE and MARGARET ROYSE, who acknowledged to me that they did sign the foregoing instrument, and acknowledged to me that they executed the same for the uses and purposes and considerations therein expressed.

Given under my hand and seal this 26<sup>th</sup> day of April, 2002



[Signature]  
Notary Public, State of Texas

After recording, please return to:

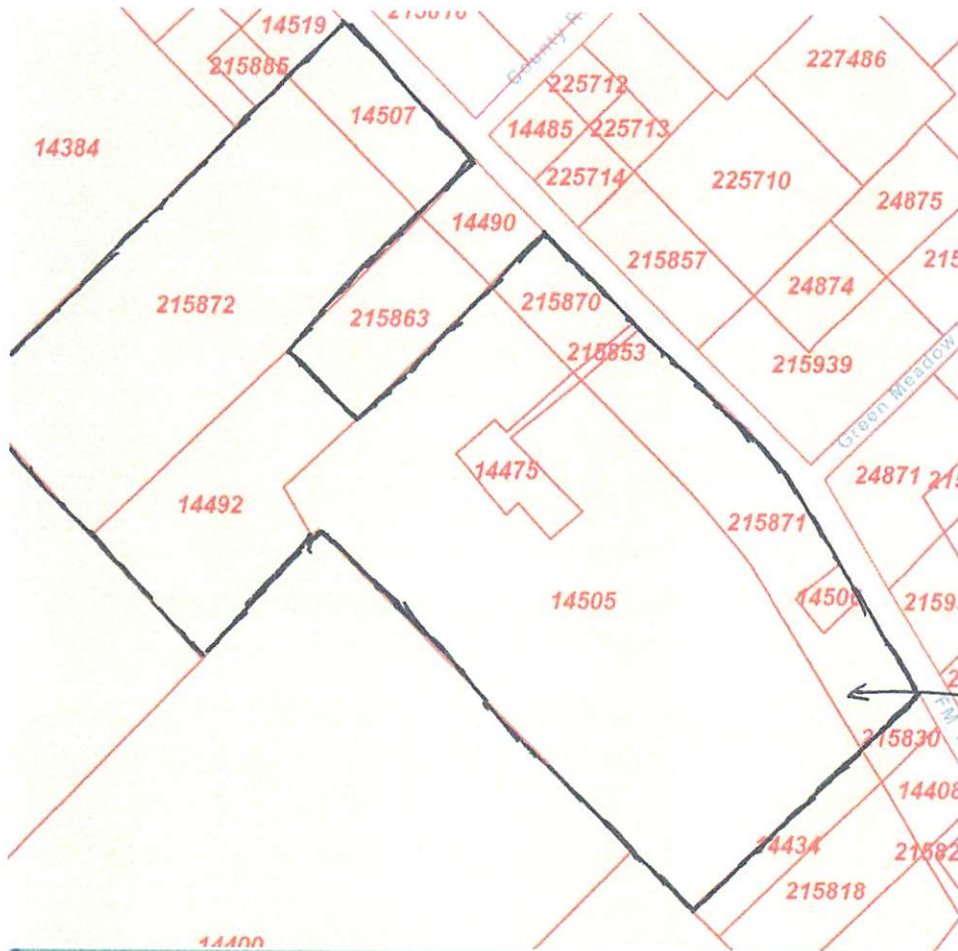
Mr. and Mrs. G. V. Royse  
1811 FM 1565  
Terrell, Texas 75160

Filed for Record on 07/22/2003 @ 2:01pm  
Laura Hughes, Kaufman County Clerk

SPECIAL WARRANTY DEED

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KAUFMAN COUNTY CAD INFORMATION:



84 CONTIGUOUS ACRES

(1 of 3)	(1 of 2)
<p>Parcel Owner: ROYSE FAMILY TRUST</p> <p><a href="#">View More Property Information</a></p> <p><a href="#">Click Here for GIS Shapefile Data</a></p> <p><b>Property Information</b> Property ID: 14506 Legal Acreage: 2.91 GEO ID: 99.0529.0000.0540.00.06.12 Legal Description: ELISHA TURNER, TRACT 540.00; 2.91 ACRES Tract or Lot: 540.00 Abstract Subdivision Code: A0529 Block: Neighborhood Code: 28-RFFR/LC School District: ST City Limits: TP <a href="#">Zoom to</a></p>	<p>Parcel Owner: ROYSE FAMILY TRUST</p> <p><a href="#">View More Property Information</a></p> <p><a href="#">Click Here for GIS Shapefile Data</a></p> <p><b>Property Information</b> Property ID: 215871 Legal Acreage: 6.22 GEO ID: 99.0529.0000.0530.02.06.12 Legal Description: ELISHA TURNER, TRACT 530.02; 6.22 ACRES Tract or Lot: 530.02 Abstract Subdivision Code: A0529 Block: Neighborhood Code: 28-001 School District: ST City Limits: TP <a href="#">Zoom to</a></p>

(1 of 4)

Parcel Owner: SCOTT RITA A

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 215853

Legal Acreage: 0.19

GEO ID: 99.0529.0000.0400.01.06.12

Legal Description: ELISHA TURNER, TRACT  
400.01; 0.19 ACRES

Tract or Lot: 400.01

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-RVGD/AV

School District: ST

City Limits: TP

[Zoom to](#)

...

(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 215870

Legal Acreage: 2.38

GEO ID: 99.0529.0000.0530.01.06.12

Legal Description: ELISHA TURNER, TRACT  
530.01; 2.38 ACRES

Tract or Lot: 530.01

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits: TP

[Zoom to](#)

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(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 14505

Legal Acreage: 36.49

GEO ID: 99.0529.0000.0530.00.06.00

Legal Description: ELISHA TURNER, TRACT  
530.00; 36.49 ACRES

Tract or Lot: 530.00

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits:

[Zoom to](#)

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(1 of 2)

Parcel Owner: SCOTT RITA A

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 14475

Legal Acreage: 1.81

GEO ID: 99.0529.0000.0400.00.06.00

Legal Description: ELISHA TURNER, TRACT  
400.00; 1.81 ACRES, & HOUSE

Tract or Lot: 400.00

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-RFGD/AV

School District: ST

City Limits:

[Zoom to](#)

...

(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 14492

Legal Acreage: 10.00

GEO ID: 99.0529.0000.0470.01.06.00

Legal Description: E TURNER

Tract or Lot:

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits:

[Zoom to](#)

...

(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 215872

Legal Acreage: 20.29

GEO ID: 99.0529.0000.0545.01.06.00

Legal Description: ELISHA TURNER, TRACT

545.01; 20.29 ACRES

Tract or Lot: 545.01

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits:

[Zoom to](#)

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(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 14507

Legal Acreage: 3.71

GEO ID: 99.0529.0000.0545.00.06.12

Legal Description: ELISHA TURNER, TRACT

545.00; 3.71 ACRES

Tract or Lot: 545.00

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits: TP

[Zoom to](#)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	<b>CONTACT NAME:</b> Brian R Hadar <b>PHONE (A/C, No, Ext):</b> (214) 323-4602 <b>E-MAIL ADDRESS:</b> RSCcertrequest@risk-strategies.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Birkhoff, Hendricks & Carter, LLP 11910 Greenville Avenue Suite 600 Dallas TX 75243	<b>INSURER A:</b> QBE Insurance Corporation	<b>NAIC #</b> 39217
	<b>INSURER B:</b> Coalition Insurance Company	29530
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 78542318 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	ANE63503-04	7/28/2023	7/28/2024	Per Claim \$3,000,000 Annual Aggregate \$5,000,000
B	Cyber Liability			C-4LRY-074712-CYBER-2023	7/28/2023	7/28/2024	Per Claim/Annual Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.

<b>CERTIFICATE HOLDER</b>  City of Poetry 5671 County Road 323 Poetry TX 75160	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Brian Hadar

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ACORD 25 (2016/03)

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# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Birkhoff, Hendricks & Carter, LLP  
Dallas, TX United States

**Certificate Number:**  
2024-1120671

**Date Filed:**  
02/06/2024

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Town of Poetry

**Date Acknowledged:**

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

General Services Agreement  
Professional Engineering

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kerkhoff, Craig	Dallas, TX United States	X	
	Hendricks, Gary	Dallas, TX United States	X	
	Mata, Andrew	Dallas, TX United States	X	
	Chaney, Derek	Dallas, TX United States	X	

**5 Check only if there is NO Interested Party.**

### 6 UNSWORN DECLARATION

My name is Gary C. Hendricks, P.E., R.P.L.S, and my date of birth is 09-13-1960.

My address is 11910 Greenville Ave. Suite 600, Dallas, TX, 750994, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 9th day of Feb., 20 24.  
(month) (year)

\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

Not Applicable

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

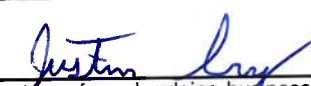
Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**   
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

February 9, 2024  
\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

PETITION FOR RELEASE OF AREA BY LANDOWNER OR RESIDENT

FROM EXTRATERRITORIAL JURISDICTION

TO THE TOWN OF POETRY, TEXAS:

Pursuant to Chapter 42, Local Government Code as amended and effective September 1, 2023, Petitioners David Potts & Sheila Potts, hereby file this Petition for Release of Area within the municipality's extraterritorial jurisdiction ("ETJ") and in support thereof would respectfully show as follows:

FACTUAL BACKGROUND

Petitioners aver that they: (a) are all of the residents of the area described by the Petition in the Town of Poetry's extraterritorial jurisdiction; (b) are the owners of the majority in value of such area consisting of one lot in the Town of Poetry's extraterritorial jurisdiction; and (c) constitute the majority in value of the holders of title to such land to be released.

ARGUMENT AND AUTHORITY

1. As set forth above, Petitioners are all of the residents of the area described by the Petition in the municipality's extraterritorial jurisdiction. See Tex. Loc. Gov. Code Sec. 42.102(a).
2. Petitioners are more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding. See Tex. Loc. Gov. Code Sec. 42.102(b).
3. In addition, Petitioners are the owners of the majority in value of such area consisting of one lot of land in the municipality's extraterritorial jurisdiction. See Tex. Loc. Gov. Code Sec. 42.102(b).
4. Likewise, Petitioners constitute the majority in value of the holders of title of land in the area described by the Petition, as indicated by the tax rolls of the Hunt County Central Appraisal District ("HCAD"), in accordance with Tex. Loc. Gov. Code Sec. 42.104(a)(2).

5. As set forth below, Petitioners have satisfied the signature requirement described by Tex. Loc. Gov. Code Sec. 42.104(a) by submitting all of the required signatures not later than the 180th day after the date the first signature for the petition was obtained and such signatures are in writing, as required by Tex. Loc. Gov. Code Secs. 42.104(c) and (d).
6. The petition includes a map of the land to be released and describes the boundaries of the land to be released by lot and block numbers. See Tex. Loc. Gov. Code Sec. 42.104(d)(1) and (2). See also Exhibit "A" all of the property owned by Petitioners and Exhibit "B" the property to be released and Exhibit "C" map of area defined in Exhibit A and B, attached hereto.
7. The "area described by the petition" and "land to be released" as set forth herein is any part of the following property included within the Town of Poetry ETJ: (1) KCAD Property ID: 222077; Legal Acreage: 24.000; GEO ID: 0941-0350-0050-90; Legal Description: Being all of Survey Plat 10544 Co Road 2400, as recorded in Amos Strickland Survey, Abstract No. 941 and as more specifically described on Exhibits "A" and Exhibit "B" attached hereto and which are incorporated herein by reference. See also the map attached hereto as Exhibit. "C,"
8. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(a) Petitioners request this petition requesting removal shall be verified by the municipal secretary or other person responsible for verifying signatures.
9. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(b), Petitioners request the municipality to notify the residents and landowners of the results of the petition.
10. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(c), since the Petitioners have obtained the required number of signatures under Section 42.104, the aforementioned municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

Respectfully Submitted,

Petitioner(s) Name: \_\_\_\_\_  
Signature: David Potts  
DOB: \_\_\_\_\_

Date: 3.3.24

Petitioner(s) Name: \_\_\_\_\_  
Signature: Sheila Potts  
DOB: \_\_\_\_\_

Date: 3.3.24

Petitioner(s) Home Address:

10544 Co Road 2400  
Terrell, TX 75160

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**CERTIFICATE OF SERVICE:**

This is to certify that on 4th day of March, 2024 a true and correct copy of the above and foregoing instrument was this date sent to the Town of Poetry, Texas via email to the [secretary@poetrytexas.org](mailto:secretary@poetrytexas.org), The Mayor and all Town Councilmen.

Petitioners Name: David Potts

Petitioners Name: Sheila Potts



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**EXHIBIT A: PROPERTY DESCRIPTION**

**STATE OF TEXAS**

**HUNT COUNTY**

**All that certain lot, tract or parcel of land, Situated in the AMOS STRICKLAND SURVEY, ABSTRACT NO 941, Hunt County, Texas, and being a part of a 147.443 acres tract of land as described in a Warranty deed from Don Delway Smith to 1995 Osprey, LLC, dated November 6, 1992 and being recorded in Volume 939, Page 323 of the Official Public Records of Hunt County, Texas and being more particularly described as follows:**

**BEGINNING at a ½" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner in the southwest boundary line of said 147.443 acres tract said point being N. 45 deg. 00 min. 11 sec. W., 435.46 feet from a ½" iron rod found for corner in the northwest line of County Road 2400 at the south corner of said 147.443 acres tract of land, and at the east corner of a 33.201 acres tract of land as described in a Deed to Bart Followill, as recorded in Volume 625, Page 449 of the Deed Records of Hunt County, Texas:**

**THENCE N. 45 deg. 00 min. 11 sec. W. along the southwest line of said 147.443 acres tract, a distance of 775.55 feet to a ½" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;**

**THENCE N 45 deg. 00 min. 00 sec. E. a distance of 542.11 feet to a P-K nail set for corner in driveway;**

**THENCE N. 40 deg. 51 min. 06 sec. W. along the center of said driveway, a distance of 98.72 feet to a P-K nail set for corner;**

**THENCE N. 48 deg. 32 min. 18 sec. E. along the center of said driveway, a distance of 83.72 feet to a P-K nail set for corner;**

**THENCE N. 73 deg. 39 min. 55 sec. E. along the center of said driveway, a distance of 124.18 feet to a P-K nail set for corner;**

**THENCE N 57 deg. 40 min. 00 sec. E, along the center of said driveway, a distance of 114.97 feet to a P-K nail set for corner in the centerline Intersection with another asphalt driveway:**

**THENCE in a southeasterly direction along the center of said driveway as follows:**

**S. 44 deg 35 min 22 sec E. a distance of 156.51 feet to a P-K nail set for corner;**

**S. 55 deg 54 min 32 sec E. a distance of 719.24 feet to a P-K nail set for corner;**

**S. 40 deg 10 min 00 sec E. a distance of 543.60 feet to a P-K nail set for corner in the southeast boundary line of said 147.443 acres tract and in the northwest line of County Road 2400;**

**THENCE S. 46 deg. 27 min. 00 sec. W. along the southeast line of said 174,443 acres and the northwest line of County Road 2400, a distance of 507.81 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;**

**THENCE N. 45 deg. 00 min. 11 sec. W. a distance of 601.59 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;**

**THENCE S. 45 deg. 46 min. 42 sec. W. a distance of 435.46 feet to the POINT OF BEGINNING and containing 24.00 acres of land.**

**EXHIBIT B: DESCRIPTION OF THE PORTION TO BE RELEASED**

STATE OF TEXAS

HUNT COUNTY

All that certain lot, tract or parcel of land, Situated in the AMOS STRICKLAND SURVEY, ABSTRACT NO 941, Hunt County, Texas, and being a part of a 147.443 acres tract of land as described in a Warranty deed from Don Delway Smith to 1995 Osprey, LLC, dated November 6, 1992 and being recorded in Volume 939, Page 323 of the Official Public Records of Hunt County, Texas and being more particularly described as follows:

BEGINNING at a ½" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner in the southwest boundary line of said 147.443 acres tract said point being N. 45 deg. 00 min. 11 sec. W., 435.46 feet from a ½" iron rod found for corner in the northwest line of County Road 2400 at the south corner of said 147.443 acres tract of land, and at the east corner of a 33.201 acres tract of land as described in a Deed to Bart Followill, as recorded in Volume 625, Page 449 of the Deed Records of Hunt County, Texas:

THENCE N. 45 deg. 00 min. 11 sec. W. along the southwest line of said 147.443 acres tract, a distance of 775.55 feet to a ½" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;

THENCE N 45 deg. 00 min. 00 sec. E. a distance of 542.11 feet to a P-K nail set for corner in driveway;

THENCE N. 40 deg. 51 min. 06 sec. W. along the center of said driveway, a distance of 98.72 feet to a P-K nail set for corner;

THENCE N. 48 deg. 32 min. 18 sec. E. along the center of said driveway, a distance of 83.72 feet to a P-K nail set for corner;

THENCE N. 73 deg. 39 min. 55 sec. E. along the center of said driveway, a distance of 124.18 feet to a P-K nail set for corner;

THENCE N 57 deg. 40 min. 00 sec. E, along the center of said driveway, a distance of 114.97 feet to a P-K nail set for corner in the centerline intersection with another asphalt driveway:

THENCE in a southeasterly direction along the center of said driveway as follows:

S. 44 deg 35 min 22 sec E. a distance of 156.51 feet to a P-K nail set for corner;

S. 55 deg 54 min 32 sec E. a distance of 719.24 feet to a P-K nail set for corner;

S. 40 deg 10 min 00 sec E. a distance of 543.60 feet to a P-K nail set for corner in the southeast boundary line of said 147.443 acres tract and in the northwest line of County Road 2400;

**THENCE S. 46 deg. 27 min. 00 sec. W. along the southeast line of said 174,443 acres and the northwest line of County Road 2400, a distance of 507.81 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;**

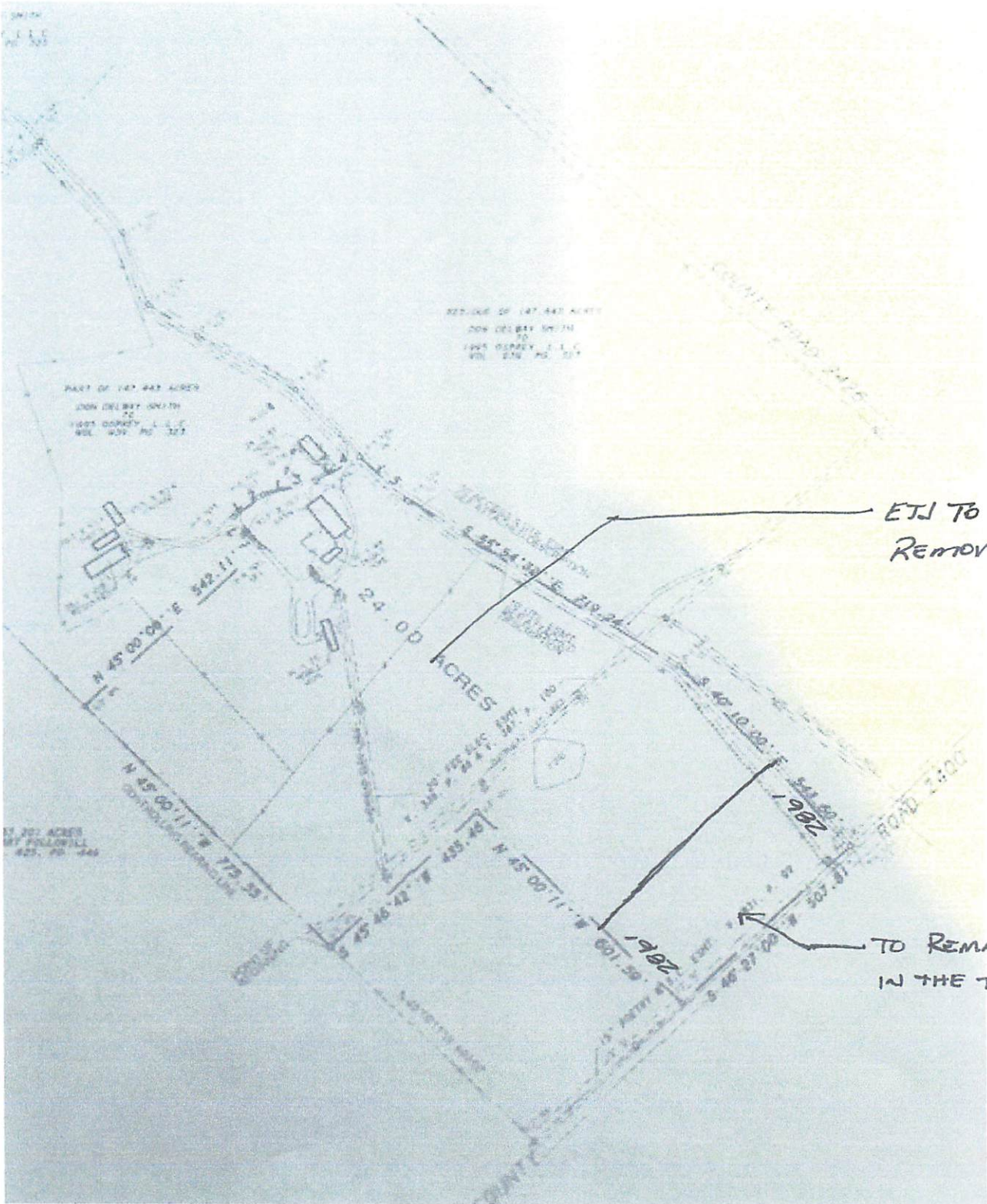
**THENCE N. 45 deg. 00 min. 11 sec. W. a distance of 601.59 feet to a 1/2" iron rod with yellow plastic cap stamped "RPLS 5034" set for corner;**

**THENCE S. 45 deg. 46 min. 42 sec. W. a distance of 435.46 feet to the POINT OF BEGINNING and containing 24.00 acres of land.**

**LESS AND EXCEPT**

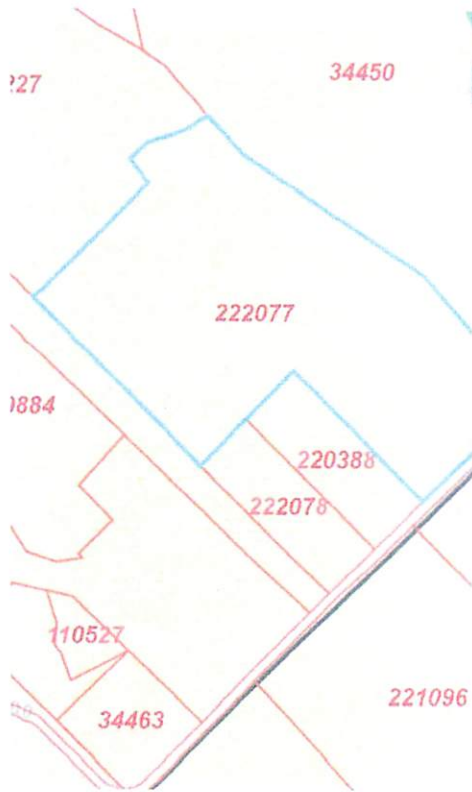
**BEING ALL OF THAT TRACT OF LAND IN HUNT COUNTY, TEXAS AND A PART OF PLAT TRACT H-20 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS", VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED AS THE MOST EASTERLY PORTION OF THE LOT.**

EXHIBIT C:



ETJ TO BE  
REMOVED

TO REMAIN  
IN THE TOWN



(1 of 2)

Parcel Owner: POTTS DAVID PHILLIP & SHEILA P

---

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 222077  
Legal Acreage: 24.00  
GEO ID: 0941-0350-0050-89  
Legal Description: A0941 STRICKLAND AMON,TRACT 35-5, ACRES 24.0  
Tract or Lot: 35-5  
Abstract Subdivision Code: A0941  
Block:  
Neighborhood Code: STR L-A  
School District: STR

[Zoom to](#)

## Voter Information

Name: SHEILA POWELL POTTS

Address: 10544 COUNTY ROAD 2400  
TERRELL TX 75160

Gender: FEMALE

Valid From: 01/01/2024

Effective Date of Registration: 11/03/2018

Voter Status: ACTIVE

County: HUNT

Precinct: 217

VUID: 1081373971

[Change your Address](#)

**Please Note:** Polling places are subject to change. Always check



## Voter Information

Name: DAVID PHILLIP POTTS

Address: 10544 COUNTY ROAD 2400

TERRELL TX 75160

Gender: MALE

Valid From: 01/01/2024

Effective Date of Registration: 05/28/2016

Voter Status: ACTIVE

County: HUNT

Precinct: 217

VUID: 1124069181

[Change your Address](#)



# KAUFMAN COUNTY, TEXAS COMMISSIONER PCT. 3



## INTERLOCAL PROJECT AGREEMENT APPROVAL/CANCELLATION

The below Project has been (completed)/(cancelled). This is for a portion of the project as stated in original agreement.

**PROJECT AGREEMENT DATE:** 5-16-2023

**PROJECT LOCATION:** CR 247,249, Gate Ln., Four Post Ln., Green Meadows Ln

**PROJECT DESCRIPTION:** Pothole repair; fresh asphalt; cold or hot mix; Town of Poetry

**PROJECT COMPLETION DATE:** 9-14-23

Approved by: Kaufman County Commissioner (Pct. 3)

\_\_\_\_\_  
Kaufman County Commissioner, Pct. 3

12-8-23

Date:

Escrow Balance: \$ \_\_\_\_\_

Total Cost: \$ 3,280.00

(Labor: \$ 1,640.00)

(Materials: \$ 1,640.00)

Balance Forward: \$ \_\_\_\_\_

### FORWARD SIGNED COPY TO:

**Kaufman County Auditor**  
100 N. Washington  
Kaufman, TX 75142  
Krystal.cruz@kaufmancounty.net



# KAUFMAN COUNTY, TEXAS COMMISSIONER PCT. 3

## INTERLOCAL PROJECT AGREEMENT APPROVAL/CANCELLATION

The below Project has been (completed)/(cancelled). This is for a portion of the project as stated in original agreement.

**PROJECT AGREEMENT DATE:** 2-14-23

**PROJECT LOCATION:** Gate Ln., Four Post Ln., Green Meadows Ln.; CR 323

**PROJECT DESCRIPTION:** Pothole sides/shoulder repair; fresh asphalt; cold or hot mix; Poetry

**PROJECT COMPLETION DATE:** 5-24-23

Approved by: Kaufman County Commissioner (Pct. 3)

\_\_\_\_\_  
Kaufman County Commissioner, Pct. 3

12-8-23

Date:

Escrow Balance: \$ \_\_\_\_\_

Total Cost: \$ 6,520.00

(Labor; \$ 3,620.00)  
(Materials; \$ 3,620.00)

Balance Forward: \$ \_\_\_\_\_

### FORWARD SIGNED COPY TO:

Kaufman County Auditor  
100 N. Washington  
Kaufman, TX 75142  
Krystal.cruz@kaufmancounty.net

Redacted/Scanned

PETITION FOR RELEASE OF AREA BY LANDOWNER OR RESIDENT

to CM's &  
Mayor  
3-7-24  
TRK

FROM EXTRATERRITORIAL JURISDICTION

TO THE TOWN OF POETRY, TEXAS:

Pursuant to Chapter 42, Local Government Code as amended and effective September 1, 2023, Petitioners Darrel & Rita Scott DBA: Royse Family Trust, hereby file this Petition for Release of Area within the municipality's extraterritorial jurisdiction ("ETJ") and in support thereof would respectfully show as follows:

#### FACTUAL BACKGROUND

Petitioners aver that they: (a) are all of the residents of the area described by the Petition in the Town of Poetry's extraterritorial jurisdiction; (b) are the owners of the majority in value of such area consisting of one lot in the Town of Poetry's extraterritorial jurisdiction; and (c) constitute the majority in value of the holders of title to such land to be released.

#### ARGUMENT AND AUTHORITY

1. As set forth above, Petitioners are all of the residents of the area described by the Petition in the municipality's extraterritorial jurisdiction. See Tex. Loc. Gov. Code Sec. 42.102(a).
2. Petitioners are more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding. See Tex. Loc. Gov. Code Sec. 42.102(b).
3. In addition, Petitioners are the owners of the majority in value of such area consisting of one lot of land in the municipality's extraterritorial jurisdiction. See Tex. Loc. Gov. Code Sec. 42.102(b).
4. Likewise, Petitioners constitute the majority in value of the holders of title of land in the area described by the Petition, as indicated by the tax rolls of the Kaufman County

Central Appraisal District ("KCAD"), in accordance with Tex. Loc. Gov. Code Sec. 42.104(a)(2).

5. As set forth below, Petitioners have satisfied the signature requirement described by Tex. Loc. Gov. Code Sec. 42.104(a) by submitting all of the required signatures not later than the 180th day after the date the first signature for the petition was obtained and such signatures are in writing, as required by Tex. Loc. Gov. Code Secs. 42.104(c) and (d).
  6. The petition includes a map of the land to be released and describes the boundaries of the land to be released by lot and block numbers. See Tex. Loc. Gov. Code Sec. 42.104(d)(1) and (2). See also Exhibit. "A" all of the property owned by Petitioners and Exhibit "B" the property to be released and Exhibit. "C" map of area defined in Exhibit A and B, attached hereto.
  7. The "area described by the petition" and "land to be released" as set forth herein is any part of the following property included within the Town of Poetry ETJ: (1) KCAD Property ID: 14506,215871,215853,215870,14505,14475,14492,215872 & 14507; Legal Acreage: 84.000; GEO ID: 99.0529.0000.0540.00.06.12, 99.0529.0000.0530.02.06.12, 99.0529.0000.0400.01.06.12, 99.0529.0000.0530.01.06.12, 99.0529.0000.0530.00.06.00, 99.0529.0000.0400.00.06.00, 99.0529.0000.0470.01.06.00, 99.0529.0000.0545.01.06.00 & 99.0529.0000.0545.00.06.12; Legal Description: Being all of Survey Plats 19057 FM 1565, as recorded in E. Turner Survey, Abstract No. 529 and as more specifically described on Exhibits "A1-3" and Exhibit "B1-3" attached hereto and which are incorporated herein by reference. See also the map attached hereto as Exhibit. "C1-3,"
  8. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(a) Petitioners request this petition requesting removal shall be verified by the municipal secretary or other person responsible for verifying signatures.
  9. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(b), Petitioners request the municipality to notify the residents and landowners of the results of the petition.
  10. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(c), since the Petitioners have obtained the required number of signatures under Section 42.104, the aforementioned municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.
-

Respectfully Submitted,

Petitioner(s) Name:

Signature: [Signature]

DOB: [Redacted]

Date: 03-03-24

Petitioner(s) Name:

Signature: Rita Royse Scott, trustee

DOB: [Redacted]

Date: 03-03-24

Petitioner(s) Home Address:

19057 FM 1565  
Terrell, TX 75160

Phone Number: [Redacted]

Email Address: [Redacted]

**CERTIFICATE OF SERVICE:**

This is to certify that on 3<sup>rd</sup> day of March, 2024 a true and correct copy of the above and foregoing instrument was this date sent to the Town of Poetry, Texas via email to the secretary@poetrytexas.org, The Mayor and all Town Councilmen.

Petitioners Name: Darrell Scott

Petitioners Name: Rita Scott

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**EXHIBIT A-1: PROPERTY DESCRIPTION/ID 14506,215871,215853,215870,14505 & 14475**

STATE OF TEXAS

KAUFMAN COUNTY

PROPERTY DESCRIPTION OF 52.365 ACRES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE E. TURNER SURVEY, ABSTRACT No. 529, KAUFMAN COUNTY, TEXAS, AND BEING ALL THAT CALLED 50.000 ACRES OF LAND, DESCRIBED IN SPECIAL WARRANTY DEED FROM G.V. ROYSE ( aka G.V. ROYSE, JR. ) AND MARGARET ROYSE TO G.V. ROYSE AND MARGARET ROYSE, AS TRUSTEES FOR THE ROYSE FAMILY TRUST AS RECORDED IN VOLUME 2240, PAGE 399, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE SOUTH LINE OF FARM TO MARKET ROAD No. 1565 (A 90 FOOT RIGHT-OF-WAY), ALSO MARKING THE NORTHWEST CORNER OF A CALLED 2.888 ACRE TRACT OF LAND DESCRIBED IN DEED TO CODY SCOTT AND WHITNEY SCOTT, HUSBAND AND WIFE AS RECORDED IN VOLUME 5505, PAGE 564 DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE S48°37'37"W, ALONG THE COMMON LINE OF SAID ROYSE TRACT AND SAID SCOTT TRACT, A DISTANCE OF 1030.20 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, BEING IN THE NORTHEAST LINE OF A CALLED 15.000 ACRE TRACT OF LAND DESCRIBED IN DEED AS " FIRST TRACT " TO KENNETH W. McDONALD AND WIFE, CORNELIA A. McDONALD RECORDED IN VOLUME 582, PAGE 171, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE N42°55'45"W, ALONG THE NORTH EASTERLY LINE OF SAID MCDONALD TRACT A DISTANCE OF 273.86 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, ALSO MARKING THE NORTHEAST CORNER OF THE SAID MCDONALD TRACT, AND MARKING AN EAST CORNER OF A CALLED 87.572 ACRE TRACT OF LAND DESCRIBED IN DEED TO DOCK MCKENZIE BALLARD, RECORDED IN VOLUME 5639, PAGE 233, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE N42°28'31"W, ALONG THE NORTHER LINE OF SAID BALLARD TRACT, A DISTANCE OF 1,637.23 FEET TO A FENCE CORNER 3 INCH PIPE FOR CORNER;

THENCE N47°00'00"E, ALONG THE NORTHWEST LINE OF SAID ROYSE FAMILY TRUST, RECORDED IN VOLUME 2240, PAGE 399, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, A DISTANCE OF 1216.94 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, AND BEING ON THE SOUTHERN LINE OF FARM TO MARKET ROAD No. 1565 A (90 FOOT RIGHT - OF - WAY);

THENCE S42°45'23"E, ALONG THE SOUTHERN LINE OF SAID FARM TO MARKET ROAD No. 1565 A (90 FOOT RIGHT - OF - WAY), RECORDED IN VOLUME 361, PAGE 159, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, AND VOLUME, 362, PAGES 1 - 4, OF THE DEED RECORDS OF



KAUFMAN COUNTY, TEXAS, A DISTANCE OF 961.31 FEET TO A 1/2 IRON ROD SET FOR A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 446.98 FEET TO THE END OF CURVE, SAID POINT BEING A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°43'59.9", , A RADIUS OF 1864.83 FEET AND A CHORD BEARING AND DISTANCE OF S35°17'20"E, 445.91 FEET TO A 1/2 INCH IRON ROD SET FOR END OF CURVE;

THENCE S28°36'59"E, ALONG THE SOUTHERN LINE OF SAID FARM TO MARKET ROAD No. 1565 (A CALLED 90 FOOT RIGHT-OF-WAY) A DISTANCE OF 558.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,281,034 SQUARE FEET OR

52.365 ACRES OF LAND.

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**EXHIBIT B-1: DESCRIPTION OF THE PORTION TO BE RELEASED**

STATE OF TEXAS

KAUFMAN COUNTY

PROPERTY DESCRIPTION OF 52.365 ACRES

BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE E. TURNER SURVEY, ABSTRACT No. 529, KAUFMANCOUNTY, TEXAS, AND BEING ALL THAT CALLED 50.000 ACRES OF LAND, DESCRIBED IN SPECIAL WARRANTY DEED FROM G.V.ROYSE ( aka G.V. ROYSE, JR. ) AND MARGARET ROYSE TO G.V. ROYSE AND MARGARET ROYSE, AS TRUSTEES FOR THE ROYSE FAMILY TRUST AS RECORDED IN VOLUME 2240, PAGE 399, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE SOUTH LINE OF FARM TO MARKET ROAD No. 1565 (A 90 FOOT RIGHT-OF-WAY), ALSO MARKING THE NORTHWEST CORNER OF A CALLED 2.888 ACRE TRACT OF LAND DESCRIBED IN DEED TO CODY SCOTT AND WHITNEY SCOTT, HUSBAND AND WIFE AS RECORDED IN VOLUME 5505, PAGE 564 DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE S48°37 37\*W, ALONG THE COMMON LINE OF SAID ROYSE TRACT AND SAID SCOTT TRACT, A DISTANCE OF 1030.20 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, BEING IN THE NORTHEAST LINE OF A CALLED 15.000 ACRE TRACT OF LAND DESCRIBED IN DEED AS " FIRST TRACT " TO KENNETH W. McDONALD AND WIFE, CORNELIA A. MCDONALD RECORDED IN VOLUME 582, PAGE 171, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE N42°55 45\*W, ALONG THE NORTH EASTERLY LINE OF SAID MCDONALD TRACT A DISTANCE OF 273.86 FEET TO A 1/2 INCH RON ROD FOUND FOR CORNER, ALSO MARKING THE NORTHEAST CORNER OF THE SAID MCDONALD TRACT, AND MARKING AN EAST CORNER OF A CALLED 87.572 ACRE TRACT OF LAND DESCRIBED IN DEED TO DOCK MCKENZIE BALLARD, RECORDED IN VOLUME 5639, PAGE 233, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE N42°28'31\*W, ALONG THE NORTHER LINE OF SAID BALLARD TRACT, A DISTANCE OF 1,637.23 FEET TO A FENCE CORNER 3 INCH PIPE FOR CORNER;

THENCE N47°00'00\*E, ALONG THE NORTHWEST LINE OF SAID ROYSE FAMILY TRUST, RECORDED IN VOLUME 2240, PAGE 399, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, A DISTANCE OF 1216.94 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, AND BEING ON THE SOUTHERN LINE OF FARM TO MARKET ROAD No. 1565 A (90 FOOT RIGHT - OF - WAY);

THENCE S42°45 23\*E, ALONG THE SOUTHERN LINE OF SAID FARM TO MARKET ROAD No. 1565 A (90 FOOT RIGHT - OF - WAY), RECORDED IN VOLUME 361, PAGE 159, OF THE DEED RECORDS OF KAUFMAN COUNTY, TEXAS, AND VOLUME, 362, PAGES 1 - 4, OF THE DEED RECORDS OF

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KAUFMAN COUNTY, TEXAS, A DISTANCE OF 961.31 FEET TO A 1/2 IRON ROD SET FOR A CURVE TO THE RIGHT;

THENCE WITH SAID CURVE TO THE RIGHT AN ARC LENGTH OF 446.98 FEET TO THE END OF CURVE, SAID POINT BEING A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 13°43'59.9", , A RADIUS OF 1864.83 FEET AND A CHORD BEARING AND DISTANCE OF S35°17'20"E, 445.91 FEET TO A 1/2 INCH IRON ROD SET FOR END OF CURVE;

THENCE S28°36'59"E, ALONG THE SOUTHERN LINE OF SAID FARM TO MARKET ROAD No. 1565 (A CALLED 90 FOOT RIGHT-OF-WAY) A DISTANCE OF 558.58 FEET TO THE POINT OF BEGINNING AND CONTAINING 2,281,034 SQUARE FEET OR

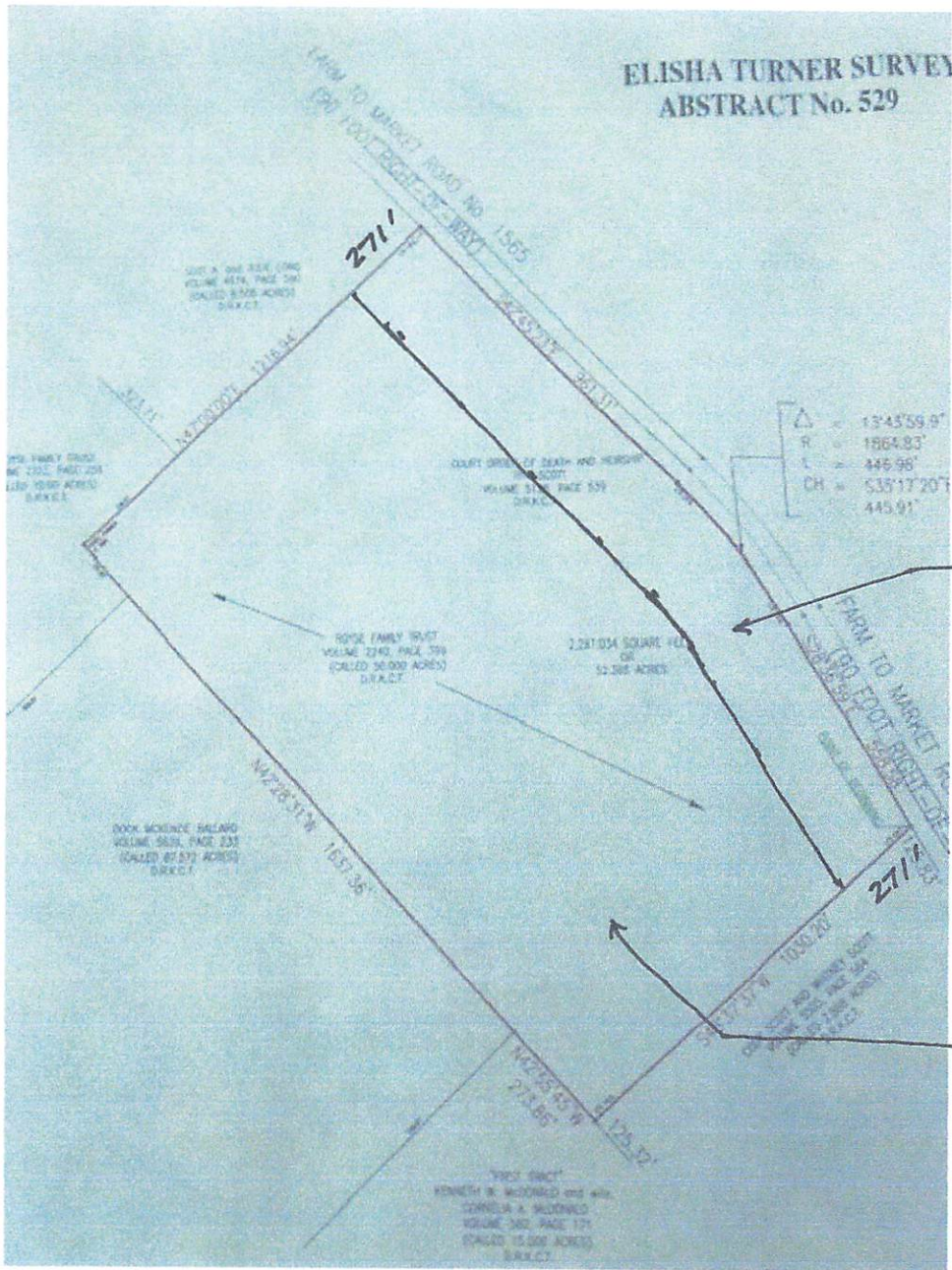
52.365 ACRES OF LAND.

LESS AND EXCEPT

BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-6 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS", VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED AS THE MOST EASTERLY PORTION OF THE LOT.

---

EXHIBIT C-1:



**EXHIBIT A-2: PROPERTY DESCRIPTION/ID 14492**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

**BEING a tract of land situated in the E. TURNER SURVEY, ABSTRACT NO. 529, of Kaufman County, Texas, and being a tract of land conveyed to Royse Family Trust, as recorded in Volume 2722, Page 259, of the Deed Records of Kaufman County, Texas, as shown on this survey, and being more particularly described by metes and bounds as follows:**

**BEGINNING at a 1/2 inch iron rod found, being the East corner of a tract of land conveyed to Beans Creek LTD., as recorded in Volume 5425, Page 596, of the Deed Records of Kaufman County, Texas, and being along the Northwest property line of a tract of land conveyed to Dock M. Ballard, as recorded in Volume 5639, Page 233, of the Deed Records of Kaufman County, Texas, also being the South corner of said Royse tract;**

**THENCE North 43 degrees 38 minutes 53 seconds West, a distance of 537.91 feet, to a fence post for corner;**

**THENCE North 43 degrees 18 minutes 30 seconds East, a distance of 1,761.75 feet, to a 3/4 inch iron pipe found;**

**THENCE South 47 degrees 18 minutes 56 seconds East, a distance of 20.72 feet, to a 1/2 inch iron rod found;**

**THENCE South 43 degrees 19 minutes 31 seconds West, a distance of 878.29 feet, to a 1/2 inch iron rod found;**

**THENCE South 46 degrees 01 minutes 00 seconds East, a distance of 322.86 feet, to a fence post for corner;**

**THENCE South 43 degrees 06 minutes 44 seconds West, a distance of 338.21 feet, to a fence post for corner;**

**THENCE South 48 degrees 06 minutes 50 seconds East, a distance of 191.45 feet, to a 1/2 inch iron rod found;**

**THENCE South 43 degrees 10 minutes 41 seconds West, a distance of 574.99 feet, to the PLACE OF BEGINNING and containing 433,789 square feet or 9.958 acres of land.**

---

**EXHIBIT B-2: DESCRIPTION OF THE PORTION TO BE RELEASED**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

**BEING a tract of land situated in the E. TURNER SURVEY, ABSTRACT NO. 529, of Kaufman County, Texas, and being a tract of land conveyed to Royse Family Trust, as recorded in Volume 2722, Page 259, of the Deed Records of Kaufman County, Texas, as shown on this survey, and being more particularly described by metes and bounds as follows:**

**BEGINNING at a 1/2 inch iron rod found, being the East corner of a tract of land conveyed to Beans Creek LTD., as recorded in Volume 5425, Page 596, of the Deed Records of Kaufman County, Texas, and being along the Northwest property line of a tract of land conveyed to Dock M. Ballard, as recorded in Volume 5639, Page 233, of the Deed Records of Kaufman County, Texas, also being the South corner of said Royse tract;**

**THENCE North 43 degrees 38 minutes 53 seconds West, a distance of 537.91 feet, to a fence post for corner;**

**THENCE North 43 degrees 18 minutes 30 seconds East, a distance of 1,761.75 feet, to a 3/4 inch iron pipe found;**

**THENCE South 47 degrees 18 minutes 56 seconds East, a distance of 20.72 feet, to a 1/2 inch iron rod found;**

**THENCE South 43 degrees 19 minutes 31 seconds West, a distance of 878.29 feet, to a 1/2 inch iron rod found;**

**THENCE South 46 degrees 01 minutes 00 seconds East, a distance of 322.86 feet, to a fence post for corner;**

**THENCE South 43 degrees 06 minutes 44 seconds West, a distance of 338.21 feet, to a fence post for corner;**

**THENCE South 48 degrees 06 minutes 50 seconds East, a distance of 191.45 feet, to a 1/2 inch iron rod found;**

**THENCE South 43 degrees 10 minutes 41 seconds West, a distance of 574.99 feet, to the PLACE OF BEGINNING and containing 433,789 square feet or 9.958 acres of land.**

**LESS AND EXCEPT**

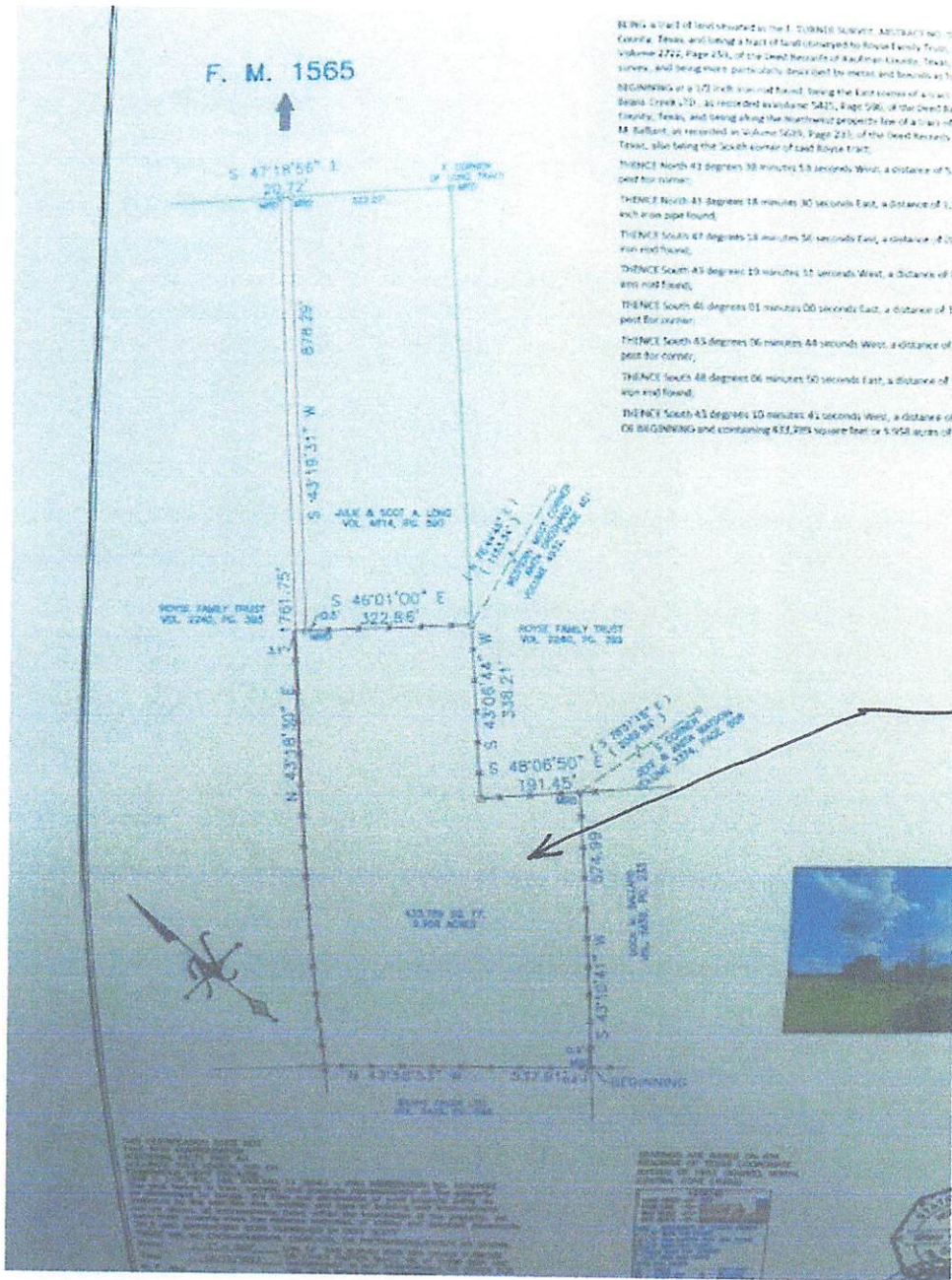
**BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-6 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS",**

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**VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIPBED AS THE MOST EASTERLY PORTION OF THE LOT.**

---

**EXHIBIT C-2: NOTE THIS PROPERTY IS COMPLETELY WITH THE ETJ**



BEING a part of land situated in the 1. TURNER SURVEY, ABSTRACT NO. 127 COUNTY, Texas, and being a part of land obtained by Royce Family Trust, as volume 272, Page 234, of the deed records of Kaufman County, Texas, as survey, and being more particularly described by metes and bounds as follows: BEGINNING at a 1/2 inch iron rod found, being the East corner of a tract of Eight Creek 170, as recorded as volume 5425, Page 586, of the deed records of Kaufman County, Texas, and being along the Northwest property line of a tract of 14.88 Acres, as recorded in volume 5235, Page 233, of the deed records of Texas, also being the South corner of said Royce tract;

THENCE North 42 degrees 38 minutes 53 seconds West, a distance of 554 feet for corner;

THENCE North 41 degrees 18 minutes 30 seconds East, a distance of 1,701 feet for iron pipe found;

THENCE South 47 degrees 58 minutes 56 seconds East, a distance of 100 feet for iron rod found;

THENCE South 45 degrees 19 minutes 01 seconds West, a distance of 87 feet for iron rod found;

THENCE South 46 degrees 01 minutes 00 seconds East, a distance of 12 feet for corner;

THENCE South 65 degrees 06 minutes 48 seconds West, a distance of 3 feet for corner;

THENCE South 48 degrees 06 minutes 50 seconds East, a distance of 2 feet for iron rod found;

THENCE South 43 degrees 10 minutes 44 seconds West, a distance of 66 BEGINNING and containing 431,875 square feet or 9.958 acres of 1

*Property to BE REMOVED SOLELY IN ETJ*





**EXHIBIT A-3: PROPERTY DESCRIPTION/ID 14507 & 215872**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

**Property (Including Improvements):**

**All that certain tract or parcel of land, situated in Kaufman County, Texas, and being a part of the E. Turner Survey and more particularly described as follows:**

**BEGINNING at the N corner of Lot No. 3 for Mary Lee Redden 216 vrs S 45 E or the N corner of the T.C. Griffin 32 acres;**

**THENCE S 45 W 626 vrs to corner,**

**THENCE N 45 W 146 vrs to corner;**

**THENCE N 45 E 626 vrs to corner;**

**THENCE S 45 E 135 vrs to the place of beginning, containing 15 acres, more or less, and belug Lot No. 4 net apart to James C. Daniel by decree of District Court on March 9, 1884, and entered in Vol. II, page 194 to 199 Cival Minutes of the District Court in Cause No. 3086, entitled Ella Parkerson et al vs. M. L. Rodden et al.**

---

**EXHIBIT B-3: DESCRIPTION OF THE PORTION TO BE RELEASED**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

**Property (Including Improvements):**

**All that certain tract or parcel of land, situated in Kaufman County, Texas, and being a part of the E. Turner Survey and more particularly described as follows:**

**BEGINNING at the N corner of Lot No. 3 for Mary Lee Redden 216 vrs S 45 E or the N corner of the T.C. Griffin 32 acres;**

**THENCE S 45 W 626 vrs to corner,**

**THENCE N 45 W 146 vrs to corner;**

**THENCE N 45 E 626 vrs to corner;**

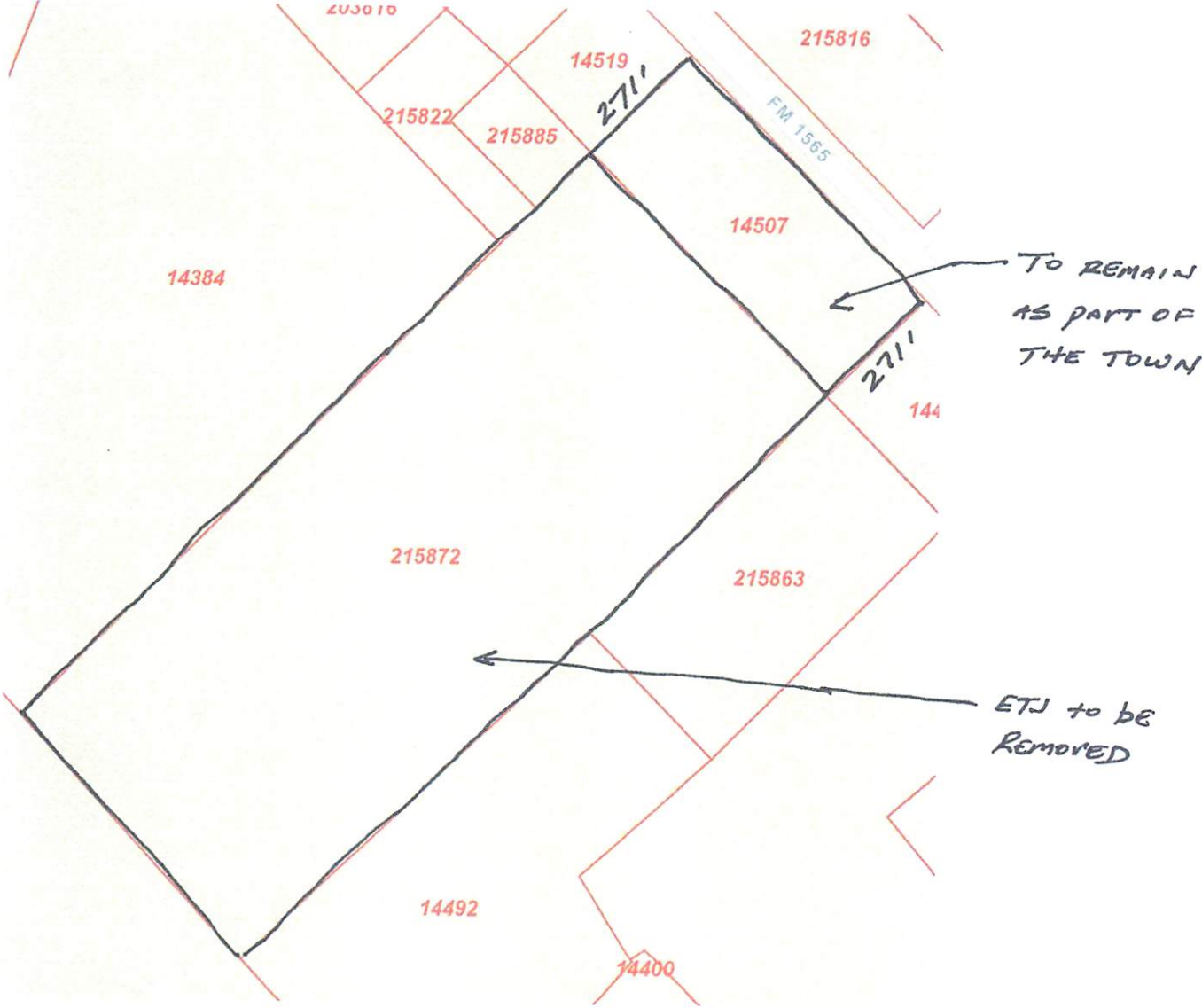
**THENCE S 45 E 135 vrs to the place of beginning, containing 15 acres, more or less, and belug Lot No. 4 net apart to James C. Daniel by decree of District Court on March 9, 1884, and entered in Vol. II, page 194 to 199 Cival Minutes of the District Court in Cause No. 3086, entitled Ella Parkerson et al vs. M. L. Rodden et al.**

**LESS AND EXCEPT**

**BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-6 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS", VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIPBED AS THE MOST EASTERLY PORTION OF THE LOT.**

---

EXHIBIT C-3: A RECENT SURVEY HAS NOT BEEN COMPLETED; COPY OF WARRANTY DEED INCLUDED.



24 AC

711

# 15837

SPECIAL WARRANTY DEED

Date: 4/26/03

Grantors: G. V. Royse (aka G. V. Royse, Jr.) and Margaret Royse

Grantors' Mailing Address (including county): 1811 FM 1565  
Terrell, Texas 75160  
Kaufman County

Grantees: G. V. Royse and Margaret Royse, as Trustees for The Royse Family Trust

Grantees' Mailing Address (including county): 1811 FM 1565  
Terrell, Texas 75160  
Kaufman County

Consideration:

Ten Dollars and No/100 (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged.

Property (including improvements):

All that certain tract or parcel of land, situated in Kaufman County, Texas, and being 9 acres of land, more or less, in the E. Turner Survey, and being the same land described in a Warranty Deed from A. M. Dean and wife, M. J. Dean, to W. E. Chaney, said deed being recorded in Vol. 118, Page 265 of the Deed Records of Kaufman County, Texas, to which said Deed reference is hereby made for a fuller and more complete description; and being that same property conveyed to G. V. Royse, Jr. from W. A. Shoemaker, guardian for Mrs. Alice E. Chaney.

Reservations:

Easements, rights-of-way, and prescriptive rights, whether of record or not, and all presently recorded instruments other than liens and conveyances that affect the property.

Homestead Provision:

If the property transferred herein, or any portion thereof, is the residence of Grantors, then Grantors shall have possession of and full management of the residence and shall have the right to occupy it rent-free. It is the intent of Grantors to retain all homestead rights available to them under Texas law.

SPECIAL WARRANTY DEED

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Grantors, for the considerations and subject to the reservations from and exceptions to conveyance and warranty, hereby grant, sell and convey to Grantees the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Grantors bind Grantors and Grantors' heirs, executors and administrators to warrant and forever defend all and singular the said property unto Grantees, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when claim is by, through, or under Grantors, but not otherwise.

Where context requires, singular nouns and pronouns include the plural.

G. V. ROYSE  
G. V. ROYSE

MARGARET ROYSE  
MARGARET ROYSE

STATE OF TEXAS

COUNTY OF KAUFMAN

Before me, the undersigned authority, personally appeared G. V. ROYSE and MARGARET ROYSE, who acknowledged to me that they did sign the foregoing instrument, and acknowledged to me that they executed the same for the uses and purposes and considerations therein expressed.

Given under my hand and seal this 26<sup>th</sup> day of April, 2002



[Signature]  
Notary Public, State of Texas

After recording, please return to:

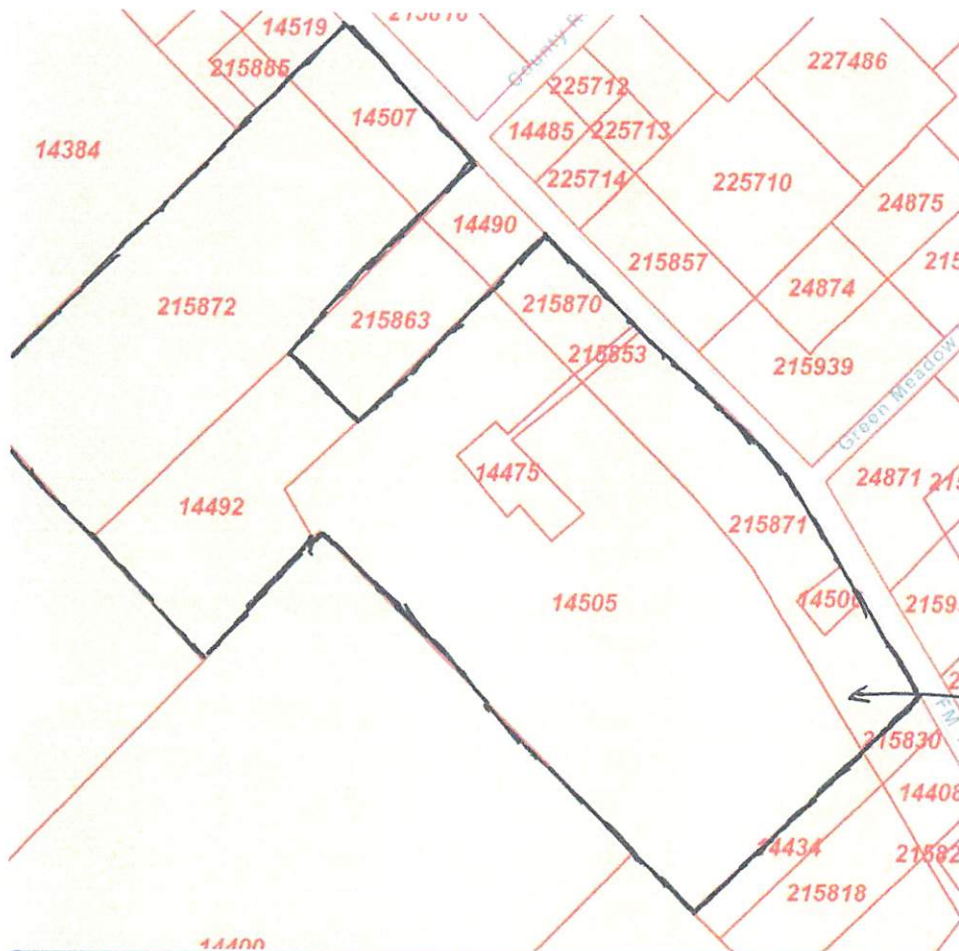
Mr. and Mrs. G. V. Royse  
1811 FM 1565  
Terrell, Texas 75160

Filed for Record on 07/22/2003 @ 2:01pm  
Laura Hughes, Kaufman County Clerk

SPECIAL WARRANTY DEED

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KAUFMAN COUNTY CAD INFORMATION:



84 CONTIGUOUS  
ACRES

Parcel ID: 14506	Parcel ID: 215871
Parcel Owner: ROYSE FAMILY TRUST	Parcel Owner: ROYSE FAMILY TRUST
<a href="#">View More Property Information</a>	<a href="#">View More Property Information</a>
<a href="#">Click Here for GIS Shapefile Data</a>	<a href="#">Click Here for GIS Shapefile Data</a>
<b>Property Information</b>	<b>Property Information</b>
Property ID: 14506	Property ID: 215871
Legal Acreage: 2.91	Legal Acreage: 6.22
GEO ID: 99.0529.0000.0540.00.06.12	GEO ID: 99.0529.0000.0530.02.06.12
Legal Description: ELISHA TURNER, TRACT 540.00; 2.91 ACRES	Legal Description: ELISHA TURNER, TRACT 530.02; 6.22 ACRES
Tract or Lot: 540.00	Tract or Lot: 530.02
Abstract Subdivision Code: A0529	Abstract Subdivision Code: A0529
Block:	Block:
Neighborhood Code: 28-RFFR/LC	Neighborhood Code: 28-001
School District: ST	School District: ST
City Limits: TP	City Limits: TP
<a href="#">Zoom to</a>	<a href="#">Zoom to</a>

(1 of 4)

Parcel Owner: SCOTT RITA A

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 215853

Legal Acreage: 0.19

GEO ID: 99.0529.0000.0400.01.06.12

Legal Description: ELISHA TURNER, TRACT  
400.01; 0.19 ACRES

Tract or Lot: 400.01

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-RVGD/AV

School District: ST

City Limits: TP

[Zoom to](#)

...

(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 215870

Legal Acreage: 2.38

GEO ID: 99.0529.0000.0530.01.06.12

Legal Description: ELISHA TURNER, TRACT  
530.01; 2.38 ACRES

Tract or Lot: 530.01

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits: TP

[Zoom to](#)

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(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 14505

Legal Acreage: 36.49

GEO ID: 99.0529.0000.0530.00.06.00

Legal Description: ELISHA TURNER, TRACT  
530.00; 36.49 ACRES

Tract or Lot: 530.00

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits:

[Zoom to](#)

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(1 of 2)

Parcel Owner: SCOTT RITA A

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 14475

Legal Acreage: 1.81

GEO ID: 99.0529.0000.0400.00.06.00

Legal Description: ELISHA TURNER, TRACT  
400.00; 1.81 ACRES, & HOUSE

Tract or Lot: 400.00

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-RFGD/AV

School District: ST

City Limits:

[Zoom to](#)

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(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 14492

Legal Acreage: 10.00

GEO ID: 99.0529.0000.0470.01.06.00

Legal Description: E TURNER

Tract or Lot:

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits:

[Zoom to](#)

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(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 215872

Legal Acreage: 20.29

GEO ID: 99.0529.0000.0545.01.06.00

Legal Description: ELISHA TURNER, TRACT

545.01; 20.29 ACRES

Tract or Lot: 545.01

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits:

[Zoom to](#)

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(1 of 2)

Parcel Owner: ROYSE FAMILY TRUST

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

### Property Information

Property ID: 14507

Legal Acreage: 3.71

GEO ID: 99.0529.0000.0545.00.06.12

Legal Description: ELISHA TURNER, TRACT

545.00; 3.71 ACRES

Tract or Lot: 545.00

Abstract Subdivision Code: A0529

Block:

Neighborhood Code: 28-001

School District: ST

City Limits: TP

[Zoom to](#)

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**Town of  
Poetry**

**February 2024**

<b>Beginning Bank Balanc</b>	02/01/24				\$89,803.05
<b>Deposits</b>	2/8/2024	Appl. for Release ETJ	Hibbs		\$125.00
	2/29/2024	Texas Comptroller	Sales and Use Tax		\$11,177.13
			<b>Total</b>		<b>\$11,302.13</b>
<b>Withdrawals and debits:</b>	2/1/2024	Costco	Supplies		\$26.98
	2/1/2024	Indeed	Secretary Search		\$460.91
	2/1/2024	Amazon	Mini Pro Switch - IT		\$295.00
	2/2/2024	Harland Clarke	Checks - Town Hall Office		\$180.70
	2/5/2024	Amazon	Tax Forms		\$13.53
	2/7/2024	The Home Depot	Roads Repair/signage		\$29.92
	2/7/2024	The Home Depot	Roads Repair/signage		\$8.98
	2/12/2024	Wix	Internet		\$19.48
	2/12/2024	Amazon	Labels and Envelopes		\$80.19
	2/13/2024	Brookshires	Supplies		\$6.99
	2/13/2024	USPS	Stamps		\$479.99
	2/14/2024	Amazon Prime	Membership Fee		\$14.99
	2/15/2024	Amazon	Toner		\$61.41
	2/16/2024	USPS	Stamps		\$204.00
	2/20/2024	Costco	Supplies		\$29.97
	2/23/2024	Texas Bit / Texas Materials	Roads Repair		\$1,293.80
	2/26/2024	Amazon	Toner		\$61.73
	2/27/2024	USPS	Stamps		\$204.00
	2/28/2024	Costco	Supplies		\$32.44
	2/28/2024	Computer Solutions	O365 Email Upgrade/Secretary		\$90.52
			<b>Total</b>		<b>\$3,595.53</b>
<b>Checks Paid</b>	2/5/2024	Nichols, Jackson, Dillard, Hager & Sr	Legal		\$390.00
	2/5/2024	Truett Durrett	ADA Ramp Rail		\$1,599.00
	2/5/2024	Poetry Tack and Ag.	Reimb. Supplies		\$67.73
	2/13/2024	PWSC	Water		\$37.16
	2/20/2024	Print Tyme	Newsletter		\$49.99
	2/20/2024	Jonathan Blake	Reimb. Mapping		\$13.00
	2/21/2024	Reliant	Electric		\$281.89
	2/21/2024	Theresa Scholander	January Payroll		\$306.79
	2/22/2024	Print Time	Mailer		\$245.00
	2/26/2024	Charter Communications	Town Hall Phone Service		\$100.29
	2/26/2024	Hunt County H-11 Project Sheet	Pothole Repair		\$6,000.00
			<b>Total</b>		<b>\$9,090.85</b>
<b>Ending Balance 02/29/2024</b>					<b><u>\$88,418.80</u></b>

**11 FEC checks outstanding                    \$        591.47**



**Town of  
Poetry**

**GL Account 6010  
Capital Road  
Refurbishment &  
6100 Pothole  
Signage, Road  
Repair**

**Sales and Use Tax Revenue**

**Texas Comptroller Allocation**

<b>May-23</b>	<b>\$392.28</b>
<b>Jun-23</b>	<b>\$6,432.63</b>
<b>July-23</b>	<b>\$8,529.55</b>
<b>August-23</b>	<b>\$7,633.36</b>
<b>September-23</b>	<b>\$9,172.77</b>
<b>October-23</b>	<b>\$8,169.48</b>
<b>November-23</b>	<b>\$10,285.29</b>
<b>December-2023</b>	<b>\$8,982.72</b>
<b>January-2024</b>	<b>\$9,297.01</b>
<b>February-2024</b>	<b>\$11,177.13</b>
<b>March-2024</b>	<b>\$8,313.79</b>
<b>Total Allocation</b>	<b>\$88,386.01</b>

PETITION FOR RELEASE OF AREA BY LANDOWNER OR RESIDENT

FROM EXTRATERRITORIAL JURISDICTION

TO THE TOWN OF POETRY, TEXAS:

Redacted/Scanned  
to CM's +  
3/7/24 Mayor  
JES

Pursuant to Chapter 42, Local Government Code as amended and effective September 1, 2023, Petitioners Ryan Royce Scott & Angela Christine Scott, hereby file this Petition for Release of Area within the municipality's extraterritorial jurisdiction ("ETJ") and in support thereof would respectfully show as follows:

#### FACTUAL BACKGROUND

Petitioners aver that they: (a) are all of the residents of the area described by the Petition in the Town of Poetry's extraterritorial jurisdiction; (b) are the owners of the majority in value of such area consisting of one lot in the Town of Poetry's extraterritorial jurisdiction; and (c) constitute the majority in value of the holders of title to such land to be released.

#### ARGUMENT AND AUTHORITY

1. As set forth above, Petitioners are all of the residents of the area described by the Petition in the municipality's extraterritorial jurisdiction. See Tex. Loc. Gov. Code Sec. 42.102(a).
2. Petitioners are more than 50 percent of the registered voters of the area described by the petition as of the date of the preceding. See Tex. Loc. Gov. Code Sec. 42.102(b).
3. In addition, Petitioners are the owners of the majority in value of such area consisting of one lot of land in the municipality's extraterritorial jurisdiction. See Tex. Loc. Gov. Code Sec. 42.102(b).
4. Likewise, Petitioners constitute the majority in value of the holders of title of land in the area described by the Petition, as indicated by the tax rolls of the Kaufman County

Central Appraisal District ("KCAD"), in accordance with Tex. Loc. Gov. Code Sec. 42.104(a)(2).

5. As set forth below, Petitioners have satisfied the signature requirement described by Tex. Loc. Gov. Code Sec. 42.104(a) by submitting all of the required signatures not later than the 180th day after the date the first signature for the petition was obtained and such signatures are in writing, as required by Tex. Loc. Gov. Code Secs. 42.104(c) and (d).
  6. The petition includes a map of the land to be released and describes the boundaries of the land to be released by lot and block numbers. See Tex. Loc. Gov. Code Sec. 42.104(d)(1) and (2). See also Exhibit. "A" all of the property owned by Petitioners and Exhibit "B" the property to be released and Exhibit. "C" map of area defined in Exhibit A and B, attached hereto.
  7. The "area described by the petition" and "land to be released" as set forth herein is any part of the following property included within the Town of Poetry ETJ: (1) KCAD Property ID: 215815 14407,215816 & 14406; Legal Acreage: 22.049; GEO ID: 99.0529.0000.0105.02.06.12, 99.0529.0000.0105.01.06.00, 99.0529.0000.0105.03.06.12 & 99.0529.0000.0105.00.06.00; Legal Description: Being all of Survey Plat 19370 FM 1565, as recorded in E. Turner Survey, Abstract No. 529 and as more specifically described on Exhibits "A" and Exhibit "B" attached hereto and which are incorporated herein by reference. See also the map attached hereto as Exhibit. "C,"
  8. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(a) Petitioners request this petition requesting removal shall be verified by the municipal secretary or other person responsible for verifying signatures.
  9. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(b), Petitioners request the municipality to notify the residents and landowners of the results of the petition.
  10. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(c), since the Petitioners have obtained the required number of signatures under Section 42.104, the aforementioned municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.
-

Respectfully Submitted,

Petitioner(s) Name: \_\_\_\_\_  
Signature: [Handwritten Signature]  
DOB: \_\_\_\_\_

Date: 3-5-24

Petitioner(s) Name: \_\_\_\_\_  
Signature: A. F. Scott  
DOB: \_\_\_\_\_

Date: 3-5-24

**Petitioner(s) Home Address:**

19370 FM 1565  
Terrell, TX 75160

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**CERTIFICATE OF SERVICE:**

This is to certify that on 5 day of March, 2024 a true and correct copy of the above and foregoing instrument was this date sent to the Town of Poetry, Texas via email to the secretary@poetrytexas.org, The Mayor and all Town Councilmen.

Petitioners Name: Ryan Royce Scott

Petitioners Name: Angela Christine Scott

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**EXHIBIT A: PROPERTY DESCRIPTION**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

All that certain lot, tract or parcel of land, part of the E Turner Survey, Abstract No. 529. Kaufman County, Texas, part of that certain called 36 794 acre tract conveyed to Donald J. Blasius by Estate of Margaret Blasius on December 5, 2022, recorded in Vol 7987 page 363 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit

**BEGINNING** at a 3/8" Iron rod found at the Southerly West corner of the above mentioned 36.794 acre tract, at the South corner of the Kierstyn Baxter and Andrew Baxter 1.593 acre tract, recorded in Vol. 5628 page 512 of the Deed Records of Kaufman County, Texas and being in the Northeast Right of Way line of Farm to Market Road No. 1565.

**THENCE** N 39 deg. 40 min. 36 sec. E, with the Southeast line of said 1 593 acre tract, a distance of 117.20 ft to a 3/8" Iron rod found at the East corner of same

**THENCE** N 44 deg 01 min 01 sec. W, with the Northeast line of said 1.593 acre tract, a distance of 481 19 ft. to a 1/2" Iron rod found at the North corner of same and heing in the Southeast line of the Frank A. Laywell, et ux 20.00 acre tract, recorded in Vol. 735 page 32 of the Deed Records of Kaufman County, Texas.

**THENCE** N 35 deg. 06 min 45 sec. E, with the Southeast line of said 20 00 acre tract, a distance of 1 | 27.74 ft. to a 3/8" Iron rod found at the West corner of the Richard E Blastus 25.505 acre tract, recorded in Vol. 7987 page 367 of the Deed Records of Kaufman County, Texas.

**THENCE** S 45 deg. 13 min. 42 sec. B, with the Southwest line of said 25.505 acre tract, a distance of 885.76 ft to a 3/8" Iron rod set for corner.

**THENCE** 5 40 deg. 53 min. 45 sec. W, a distance of 1239.47 ft. to a 3/8" Iron rod set in the Northeast Right of Way line of Farm to Market Road No. 1565

**THENCE** N 45 deg. 37 min. 54 sec. W, with the Northeast Right of Way line of Farm to Market Road No. 1565, a distance of 288.83 ft. to the point of beginning, containing 22.049 acres of land.

---

**EXHIBIT B: DESCRIPTION OF THE PORTION TO BE RELEASED**

**STATE OF TEXAS**

**KAUFMAN COUNTY**

All that certain lot, tract or parcel of land, part of the E Turner Survey, Abstract No. 529. Kaufman County, Texas, part of that certain called 36 794 acre tract conveyed to Donald J. Blasius by Estate of Margaret Blasius on December 5, 2022, recorded in Vol 7987 page 363 of the Deed Records of Kaufman County, Texas and being more completely described as follows, to-wit

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**THENCE** N 45 deg. 37 min. 54 sec. W, with the Northeast Right of Way line of Farm to Market Road No. 1565, a distance of 288.83 ft. to the point of beginning, containing 22.049 acres of land.

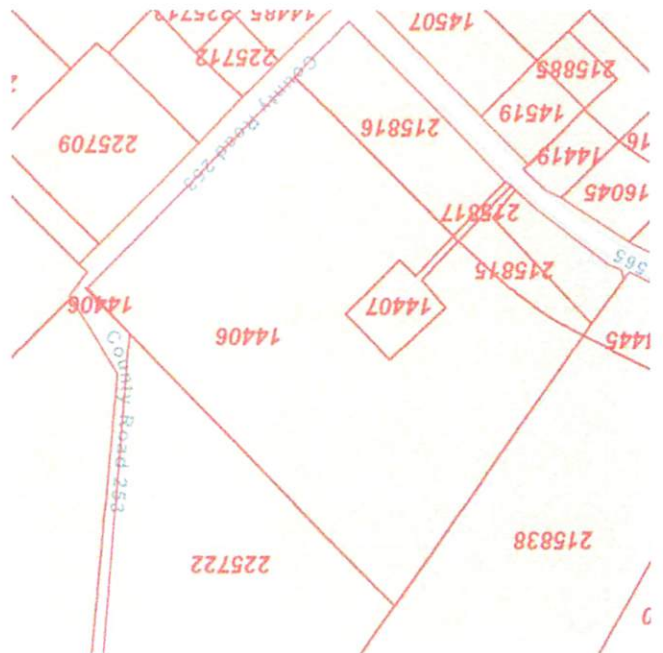
**LESS AND EXCEPT**

**BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-6 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS", VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIPBED AS THE MOST EASTERLY PORTION OF THE LOT.**

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**Your items**
**Intuit QuickBooks Desktop Plus Annual Subscription**

**\$649/yr** ×

Edition: Pro | Download | Users: 1

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 Edition: Pro | Download | Users: 1 \$649/yr
- Intuit QuickBooks Annual Support \$0
- Intuit QuickBooks Data Recovery Service \$0
- Intuit Data Protect Monthly  
 Tier: Entire PC \$0

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**Subtotal**
**\$649**

+ applicable taxes

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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

<b>TOWN OF POETRY</b>	<b>Date:</b>	<b>02/29/2024</b>
<b>TX USA</b>	<b>Ref.:</b>	<b>3089.000</b>
	<b>Bill #:</b>	<b>51061</b>

**RE:**    General Legal Services

**Attention:**      **Mayor Tara Senkevech**

Date	Init	Description of Service	Hours	Amount
02/02/2024	DMB	Emails to mayor re engineering PSA, zoning code/map adoption, council minutes	0.50	97.50
02/04/2024	DMB	Preparation of draft Notice of Hearing for zoning code and map, email to mayor.	0.50	97.50
02/09/2024	DMB	Telephone call with mayor, review/revision of agenda.	0.50	97.50
02/13/2024	DMB	Review of draft professional services contract for town engineer, email to mayor.	0.25	48.75
02/15/2024	DMB	Attendance at council meeting.	0.75	146.25
02/20/2024	DMB	Email to mayor re careflight agreement	0.25	48.75
02/22/2024	DMB	Review, revision and transmittal of information sheet re proposed zoning, emails to Town; email to councilmember (TF), email to town secretary.	0.50	97.50
02/28/2024	DMB	Email opinion to councilmember (TF); email to mayor re PD.	0.25	48.75
		Our Fee	3.50	682.50

**Time Summary**

Lawyer Initials	Rate	Hrs	Amount
DMB	195.00	3.50	682.50
	<b>Total Fees and Disbursements</b>		<b>682.50</b>
	<b>TOTAL</b>		<b>682.50</b>
	<b>Net Amount Owing on This Bill</b>		<b>682.50</b>



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

**BE IT REMEMBERED THAT ON THIS DAY OF THE 18th of January 2024** at 6:30 pm, the Town Council of Poetry, Texas, held a Regular Town Council Meeting at Poetry Town Hall, 5671 CR 323 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

**a) Mayor Senkevech** called the meeting to order at 6:30 p.m.

**b) Robin Boles, volunteer** clerk, took roll call and confirmed quorum. All council members were present.

**c & d) Pledge of Allegiance and Invocation**

Council member, Pastor Kevin Kelly led the pledge and invocation.

**e) Mayor reviewed Texas Penal Code 38.13, 4205**

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

- Kaufman County is hosting several cleanup events for all Kauffman County residents. All Precinct 2 residents can go to 12051 Precinct Circle, Forney Texas, 75126, on February 3, June 10, and October 5, from 08:00 a.m. To 04:00 p.m.
- We want to thank Sheri Vinson for typing the minutes.
- Thanks to Brian and Sherry Vinson for taking down the Christmas tree and decor.
- Thanks to carpenter David Burke for donating labor and miscellaneous items and installing the Assembly room TV.
- Thanks to Becky Carter and Todd, they are going to be working on the solar light poles.
  - At this time, Council member Tom Anderson gave a personal update on the health of his wife, Evie.

**g) Reports**

- 1. Financial Reports:** Mayor Tara Senkevech gave an update on the financial reports reporting a December 2023 ending financials. Deposits were \$28,544.99. Withdrawals and debits totaled \$1706.63. Checks paid totaled \$19,616.74. The beginning balance was \$76,680.29, ending balance was \$83,910.91.
- 2. Sales and Use Tax Receipts Report:** This report arrives on the first Friday of every month. January, total is \$9,297.01. A total allocated amount of \$68,895.09 deposited to the GL account for repairs on 6100 and 6010 Capital Road.
- 3. Report from legal counsel:** Mayor Senkevech read letter provided by legal counsel, addressing increase in ETJ release petitions.
- 4. Secretary's Report:** No report owing to Secretary's absence.
- 5. Waste Disposal Transition Update:** Mayor Tara Senkevech read a statement regarding Blackjack chosen as the new town trash vendor.

**h) Consent Agenda:**

- 1. Approve minutes from November 16, 2023.** Council Member Tom Anderson expressed corrections he would like to see made. Motion made by Council Member Anderson to move this item to the Regular Agenda and make it Agenda Item A. Motion seconded by Council Member Blake **Passes 5:0**
- 2. Pay November legal bill** of \$390. Motion to approve made by Council Member Anderson. Motion seconded by Council Member Blake. **Passes 5:0**

**i) Regular Agenda:**

A. **Approve minutes from November 16, 2023**, Council Member Tom Anderson outlined the corrections he would like to see to the November 2, 2023, minutes of the meeting.

- 1) Page 2, item 2, change, Sheri Vinson “veto’s” to “desires”.
- 2) In that same section, change, Anderson makes a motion to “except”, to “accept”.
- 3) Item 3, double-check that the dollar amount listed for the HVAC bid is correct.

A motion to approve was made by Council Member Blake and a second was made by Council Member Anderson Blake. **Passes 5:0**

**1) Presentation by Debbie Taylor of Murray, Pascal & Caperton** regarding the town audit. As she was hired by the Council, the Council is free to ask questions, and no questions will be taken from the public. The results of the presentation are as follows:

- At fiscal year-end, the town exhibited a healthy financial standing. Its holdings exceeded its obligations by \$221,000, a figure termed the net position or net worth. This positive net position signifies that the inflows to the town surpassed its outflows over the long run. Compared to the prior year, the town's net position grew by approximately \$80,000, primarily attributed to newly realized sales tax revenues.
- The town's non-cash resources, labeled capital assets, consisted chiefly of land and the town hall building. These capital assets cumulatively amounted to \$136,000 after accounting for the latest additions.
- A portion of the town's net position was classified as unrestricted funds. These unrestricted funds represent resources available for the general operations and services provided to town residents. However, the specific unrestricted fund balance amount was not explicitly stated.
- Additionally, there was dialogue regarding the suitable classification of the town-owned land parcel, questioning whether it should be considered a capital asset given its non-transferable nature.
- **Next Steps:** Council member Fowler has questions about whether the sales and use tax funds are considered restricted assets as they are earmarked for use for road maintenance and upkeep. Mayor Senkevech suggests the term "Encumbered Funds" might be more appropriate, rather than strictly restricted, indicating funds dedicated solely to roads. Ms. Taylor agrees to look into the concept of restricting sales and use tax funds. Council member Fowler questioned the classification of land as an asset since it can't be sold or leveraged. Ms. Taylor mentions a previous discussion with the attorney, who confirmed land as an asset. Council member Fowler expressed concerns and desires further discussion with the attorney regarding the classification of land as an asset and expressed his intention to follow up with the town attorney regarding this classification.

**2) Discuss and take action following a presentation from Steven Barlag from Street Dynamics** on a solar-powered traffic speed and communication device designed to collect information needed to obtain grants for town roadwork.

- The discussion focused on the grant capabilities of customizable traffic monitoring signs, which offer features such as displaying speed limits, text, and graphics. Data collection includes flood sensors, a traffic data collector, and customizable reports with GPS location details. Two access options were presented: a 4G antenna with an annual subscription to control the sign remotely, or a Bluetooth connection for on-site data retrieval. The signs can differentiate between vehicle types, aiding in traffic analysis. This device is available for purchase only, with a 15" unit costing around \$5,000. Battery life depends on traffic, with a potential range of 10 days to two weeks. Real-time data access via a subscription cost of \$599 annually, per unit, covering unlimited users. Users can also retrieve data without a subscription using the Easy Analyst program, a manual connection. The signs have a GPS locator for theft tracking when powered on. They offer versatility for various purposes, and continuous data collection as long as powered. Considerations for power sources were discussed, with solar-powered signs potentially requiring manual data retrieval in certain situations.

An alternative request for customer references regarding towns using the product for grant

- work was requested.
- **Mr. Alan Donnan**, a citizen expert in grant writing, advised caution about federal grants' bureaucratic challenges. The recommendation is to prioritize Austin grants, involving County Commissioners, State, and NAFTA/IFTA representatives for a unified approach. If Austin proves unsuccessful, a backup plan involves approaching Washington.
  - Citizen Dale Bryant asked about state grant expectations, and Mr. Donnan suggested seeking \$150,000 to \$250,000. He further emphasized the importance of hard data and photos for effective grant proposals.
  - Citizen Tracy Hibbs questioned Mr. Barlag about axle counting. He explained that the system differentiates sizes without taking pictures, relying on radar signal strength for accuracy.
  - Council Member White asked Mayor Senkevech if Sales and Use tax could be used for this purchase. Mayor Senkevech explained that she believed it could but that she wanted 100% confirmation and sent an email to get some clarification. She hasn't heard back yet. The motion for this agenda item was tabled until a later date. No vote was taken.

**3) Discuss and take action on either of the two engineering firms presented last month with Statement of Qualifications (S.O.Q.) by Engineering firms **R. Brumley of Exceed Engineering** and **Birkhoff, Hendricks & Carter, L.L.P. Engineering Firm.**:**

- The council discussed and considered two engineering firms, R. Brumley of Exceed Engineering and Birkhoff, Hendricks & Carter LLP. Both firms presented last month. Council Member Fowler expressed a preference for Birkhoff, Hendricks & Carter, as they have an in-house surveyor on staff. Council Member Jaffe shared concerns about Exceed's qualifications, citing incomplete answers to the five points in the RFQ and the lack of provided numbers. Council Member White also favored Birkhoff, praising their phenomenal presentation and transparency in providing all necessary information. Council Member Fowler explained that Birkhoff Hendrick & Carter came highly recommended. Mayor Senkevech emphasized that per state guidelines, the council must vote on the most qualified firm to fit the town's needs before any discussion of rates can occur. Motion to move forward with the Engineering Firm **Birkhoff, Hendricks & Carter** was made by Council Member Mike Jaffe and a second was made by Council Member Jonathan Blake.

**Passes 5:0**

**4) Discuss and take action on materials upcharge for ADA loop railing and change of contractor to Mike Duret, welder, for a total of \$1599.** This discussion is to replace the original welder hired to install a loop railing outside of the Town Hall. Mayor Senkevech suggested Mike Duret of TD Metal Fabricator, who is local and highly recommended, for a total turnkey expense of \$1599. Though outside of the original approved budget of \$1000, this quote comes in cheaper than the two other quotes that were received at \$2500 and \$2600 respectively. The railing drawings have been approved by the Texas Department of Licensing. It was requested that painting be added in the quote by Council Member Jaffe.

- Citizen Traci Hibbs questioned the ADA compliance and was informed that no ADA approval was needed at this time. Motion by Council Member Tom Anderson, seconded by Council Member Jonathan Blake. **Passes 5:0**

**Council takes a 5-minute break**

**5) Discuss and take action on Project Sheet H-09r on CR 2464 for culvert replacement for the amount of \$1950 for oil sand and \$2040 for asphalt for materials and fuel costs.:**

Commissioner Monroe has returned the original quotes, separated as previously requested. A photo of the road was presented. Commissioner Monroe stated on a scale of 1-10, with 10 being the most urgent, this issue is currently 5. The quote outlines repair using oil sand, \$1950 or new asphalt, \$2040. Different alternatives for repair were discussed. Citizen Dale Bryant spoke, he lives on CR 2464, he prefers alternate repair options rather than tearing up the road. Citizen Chad West mentioned a similar repair he made that lasted 10 years. No motion needed, repair would be made

by town volunteers. Council members Mike Jaffe and Terry Fowler volunteered to be the leads on this project.

- 6) Discuss and take action on Project Sheet H-10 on CR 2446 for replacing 3 culverts for the amount of \$6300 for oil sand and \$6500 for new asphalt for materials and fuel costs:** Discussion focused on replacing three culverts on CR 2446 for \$6,300 for oil, \$6,500 for new asphalt, materials, and fuel costs. Council member Jaffe and Mayor Senkevech examined pictures of the road, noting a slight indentation. It was determined that this is due to the dirt settling. Council decided to monitor the situation rather than proceed. Motion by Council Member Terry Fowler to pass on this item, seconded by Council Member Simeon White. **Passes 5:0**
- 7) Discuss and take action on Smith's updated petition to release from ETJ:** Citizen Patrick Smith's petitioned for release from the ETJ. Council invited Smith to speak. Citizen Smith addressed concerns raised in a previous meeting regarding maps clarity. In response Citizen Smith presented color-coded maps delineating the boundaries of the parcel requested for release, along with survey documents showing the meets and bounds descriptions. Citizen Shelley Smith addressed a concern from a previous meeting and confirmed with Austin that there is no requirement for a 20,000-resident minimum. Citizen Dale Bryant confirmed that the width of the right-of-way for the adjacent road (Highway 1565) has a 100-foot right-of-way at that location based on county maps and surveys. A motion was made by Council Member White and seconded by Council Member Blake to approve the updated petition to release the property from the city's ETJ. The motion passed unanimously. **Passes 5:0**
- 8) Discuss and take action on allowing the Voluntary Annexation Window as last year:** Council revisited, having a defined window to proactively encourage and advertise opportunities for voluntary annexation within the town limits. Council Member Jaffe noted that the window was primarily for the town's convenience. Last year, timing was more pressing for certain requests. The topic of potential administrative costs. Citizen Kenz Salsbury spoke against having an open window. Citizen Traci Hibbs questioned why have a window if people can petition to annex year-round. Citizen Doug Kendrick expressed his feeling that having an official map should be the number one priority right now. Citizen David Emard asked if annexation needed to be by petition. There was further discussion of potential costs associated with annexation versus future benefits for the Town of expanding the tax base and land under town control. A motion was made by Council Member Anderson and seconded by Council Member Blake to have a 90-day advertised window in February, March, and April to encourage voluntary annexation requests. **Passes 5:0**
- 9) Discuss and take action regarding whether citizen comments should be included in the town minutes in summary or left out entirely.:** Discussion regarding citizen comments made during town meetings. Should they continue to be summarized and included in the official meeting minutes, or omitted entirely. The volunteer preparing the minutes had sought guidance on this issue. Multiple council members expressed that citizen comments should remain. They state that the comments provide important context and reflecting the full proceedings and public participation. Motion to keep the current format was made by Council Member White, seconded by Council Member Anderson. **Passes 5:0**
- 10) Discuss and take action on the updated prospective zoning map for the Town.:** Discussed is the latest draft version of the Town prospective zoning map, which depicts the potential future zoning designations, with green areas for agriculture, purple for small estates, pink for single-family residential, yellow for business/non-profit, etc. Citizens were encouraged to provide any comments, concerns, or questions about the draft map to councilmembers Blake and White by the end of the month. They will meet on March 2<sup>nd</sup> to finalize the map before submitting it for an official council vote. Citizen Dale Bryant raised concerns that zoning could potentially "cloud" property titles if it contradicted deed restriction covenants. Councilmembers stated that based on the guidance from legal, that zoning would not invalidate or override deed restrictions, but the more restrictive rules would apply in cases of overlap. Citizen Traci Hibbs asked Council Member White, if one tried to sell their deed-restricted property, would a lender insure that property since it was now clouded by zoning? Council member White stated that it would not cloud the title. There was some disagreement and ultimately Council agreed to potentially seek an additional legal opinion from a real estate attorney on how zoning interacts with pre-existing deed restrictions on properties. No formal action was taken on approving the zoning map and will be



addressed in a future agenda once the subcommittee finalizes it and it can be posted publicly in advance.

**11) Discuss roles and responsibilities of Poetry Town government. Take action as necessary.**

**[CM Jaffe]:** Council Member Jaffe initiated a discussion on the roles and responsibilities of town council and government. He referenced the council's decorum policy, emphasizing the need to treat be respectful, and discourage attacks on personalities, and uphold applicable laws. Concern was also expressed that in the prior meeting, some moments were not recorded due to the sound being turned down by the engineer worried that it gives the appearance of censoring certain citizens. It was explained by Mayor Senkevech that she was advised in a training session, by Laura Simmons of the Texas Rangers division, that it is an acceptable technique to shut off the mic if there is profane language and that can help to de-escalate the situation. She went on to say that she had discussed this with Bob, the engineer, upon her return in October. Bob also explained that as the conversation got heated, profanity occurred in the discussion and he turned down the volume to comply with the rules of the FCC and YouTube, rather than risk the meeting being taken off the platform. Mayor Senkevech stated that the minutes of the meetings are legal records, the video recording and posting of the meetings are merely a courtesy. Council Member Jaffe further explained his concern that all citizens and employees working with the Council fully understand what is needed legally and what is expected from the Council, as the Council and Town are required to adhere to strict laws of operation. Creating a Code of Conduct for volunteers and others working with the Council was discussed. Citizen Traci Hibbs commented on creating an employee/volunteer policy. Citizen Doug Kendrick agreed that volunteers need to have some direction in which to follow. Citizen Chad West added that a standard operating procedure will help to set the expectations of the people who work with the Town going forward. Citizen David Emard agreed that a policy in place would help out the town going forward. As this was an action item, no vote was needed. Council Member Jaffe offered to create a volunteer policy and present a draft to the council.

**j) General Public Comments:** Citizen Shelley Smith requested that the online calendar and the minutes of the meetings be updated on the town's website. Citizen Dale Bryant would like the council to consider, as they work on zoning, the additional zoning classifications of, PD (Planned Development) and PUD (Planned Unit Development). Citizen Traci Hibbs spoke regarding remarks made toward Council Member Fowler at the previous meeting. Citizen Doug Kendrick emphasized the need for accurate maps in the town's decision-making process and praised Council Member White for his work on the zoning map and suggested displaying official zoning and boundary maps at City Hall. Citizen David Emard suggested that additional sign placement be added when the Town needs to inform citizens and encouraged unity. Citizen Jack Senkevech praised how hard the council has worked and is disappointed that at every meeting there is so much negative pushback.

**k) Adjourned Regular Meeting @ 9:51 pm**

**Minutes by Town Secretary Anne E. Hamilton**



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

**BE IT REMEMBERED THAT ON THIS DAY OF THE 15th of February 2024** at 6:00 pm, the Town Council of Poetry, Texas, held a Regular Town Council Meeting at Poetry Town Hall, 5671 CR 323 Poetry, Texas 75160 with the following present:

Mayor Tara Senkevech  
Councilmember Tom Anderson  
Mayor Pro Tem Mike Jaffe

Councilmember Simeon White  
Councilmember Terry Fowler  
Councilmember Jonathan Blake

- A. Mayor Senkevech** called the meeting to order at 6:00 p.m. At this time the Mayor reminded the public that disruption of the meeting may be considered a criminal offense under Texas Penal Code §3813 and may be escorted out by a peace officer and issued a citation.

Section 38.13 - Hindering Proceedings By Disorderly Conduct

*(a) A person commits an offense if he intentionally hinders an official proceeding by noise or violent or tumultuous behavior or disturbance*

*(b) A person commits an offense if he recklessly hinders an official proceeding by noise or violent or tumultuous behavior or disturbance and continues after explicit official request to desist.*

*(c) An offense under this section is a Class A misdemeanor.*

*Tex. Pen. Code § 38.13*

- B. Robin Boles, volunteer clerk**, took roll call. All council members were present. Mayor Senkevech announced the presence of a quorum.

- C.-D. Pledge of Allegiance and Invocation:** Councilmember White led the Pledge of Allegiance and gave the invocation.

**E. Recess City Council Meeting 6:04 PM**

**F. Executive Session**

*Recess into Closed Session in compliance with Section §551.001 etseq. Texas Government Code, to wit:*

Section §551.074 - Personnel Matters: Discussion regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Town Secretary.

Section §551.071 – Consultation with Attorney: Discussion with the Town Attorney to receive legal advice and consultation regarding the roles and responsibilities of members of the Town Council.

**G. Close Executive Session at 6:50 PM**

- H. Reconvene City Council Meeting at 7:00 PM** – Mayor Pro Tem Jaffe summarizes the Executive Session discussion.

- Candidates for the position of Town Secretary
- Discussion with the Town Attorney with regards to the decorum policy of the Town Council and working together more unified going forward.

- I. Community Interest:** Mayor Senkevech gives items of community interest:

- Expressing thanks to Brian Vinson and Herbert Fletcher for assisting with locks.
- Special thanks to Mayor Pro Tem Jaffe for cutting up a boat left on public property so it could be disposed of properly.
- Thanks to the citizens for their generosity with donations to the Towns Giving Box.
- A request to encourage others not to litter in Poetry. An accumulation has been noticed.

## J. Reports

### 1. Financial:

#### a. January End:

- Beginning balance of \$83,910.91. Ending balance of \$89,803.05
- This included a charge of \$495 for banners and 4x4's signs for notices on trash.
- Withdrawals of \$41.65, checks paid \$8639.72

#### b. Sales and Use Tax Receipts Report:

- Revenue of \$11,177.13 of which 100% goes toward maintaining the roads.
- Bank account is currently \$89,803

#### c. Q1 +1 month Report Budget vs. Actual Oct 2023-Jan 2024.

- Q1 franchise electric fees are trending at 20-25%
- Franchise fees for solid waste are 31%
- Mapping fees are 15.9%
- Legal fees 29.9%
- \$90,161 Capital Expenditure for roads is still available in the budget.
- Electricity usage has gone over budget, since no longer paying for trash service, that budgeted amount can go towards the electricity budget.
- Overall budget is doing great, income is higher and expenditures are coming in less.

**2. Secretary's Report:** Read by prospective Town Secretary Anne Hamilton in the absence of Deputy Secretary Theresa Scholander.

- Giving Box and Lending Library reminder.
- All Hunt and Kauffman County property owners within the Town of Poetry, watch for a mailing regarding the upcoming zoning meeting.

## H. Consent Agenda:

### 1. Approve minutes from December 21<sup>st</sup>, 2023 Council meeting:

- Councilmember Fowler made a motion to move to the regular agenda as item A. **Passes 5:0**
- **Pay November legal bill** of \$292. Councilmember Fowler made a motion to move to the regular agenda as item A. **Passes 5:0**

## I. Regular Agenda:

**A. Approve minutes from December 21<sup>st</sup>, 2023:** Councilmember Fowler pointed out that a presentation from Birkhoff, Hendricks, and Carter, L.L.P. was left off of the minutes, and pointed out some spelling errors of names. A motion to approve contingent of the requested corrections was made by Councilmember Fowler and a second was made by Councilmember Blake. **Passes 5:0**

**B. Pay November legal bill:** Mayor Pro Tem Jaffe requested clarification on a discrepancy regarding a carryover amount and a prior balance not lining up. **Passes 5:0**

### 1. Discuss and take action on Executive Session Items:

- Citizen Darrell Watson of Green Meadow Lane spoke on his distress of conduct during meetings by all and reminded all they are in a position to serve.

### 2. Discuss and take action on Resolution 2024-02-01R regarding rock-crushing plant application on Hwy 276:

- Presentation by Citizen Mark Clark who has experience in the rock-crushing business. He highlighted concerns regarding the proposed plant application. He emphasized potential health risks associated with the operation, including silica dust exposure, citing examples of health issues and environmental hazards. Despite acknowledging the necessity of concrete, he advocated for locating such operations away from populated areas and suggested stricter regulations similar to those governing concrete batch plants.
- The Town Council discussed Resolution 2024-0201 opposing Dry Creek Materials' application for an air quality permit for permanent Rock and concrete Crushers near Union Valley. The

resolution, initiated by concerns from Union Valley residents, will be sent to them for approval before the deadline. Additionally, Hunt County Commissioners expressed unified opposition to the proposal, highlighting concerns about the potential expansion of the sand pit into a rock-crushing plant.

- Citizen Traci Hibbs of 9441 County Road 2432 inquired as to the difference between the dust produced by the plant and the dust on the rock roads around town.
- The Mayor announced that there is an upcoming hearing on this matter on March 24<sup>th</sup> at 7:00 PM, at Ford High School in Quinlin.
- A motion to approve resolution 2024-0201 was made by Councilmember Fowler and a second was made by Councilmember Blake. **Passes 5:0**

**3. Discuss and take action on city secretarial candidate: Anne Hamilton**

- Mayor Senkevech discussed the job posting for the Town Secretary, the process, and the responding applicants.
- Applicant Anne Hamilton discussed her background and took Q&A from the Council.
- Citizen Shelley Smith questioned the availability of the prospective candidate as far as future meeting attendance.
- Councilmember White made a motion to accept candidate Anne Hamilton for the position of Town Secretary. Councilmember Blake seconded the motion. **Passes 5:0**

**4. Discuss and take action for Spring Clean-up Day to be held on Saturday, April 20<sup>th</sup>, from 7:00 AM to 7:00 PM.**

- Blackjack has committed to providing dumpsters.
- Citizen Traci Hibbs suggested an area that needed flyers posted.
- Motion made by Mayor Pro Tem Jaffe to hold a Spring Cleanup Day on both Friday and Saturday, April 19<sup>th</sup> and April 20<sup>th</sup>. Councilmember White seconded the motion. **Passes 5:0**

**Recess Council meeting at 8:13 PM – resumed at 8:20 PM**

**5. Discuss and take action on a Street Dynamics Solar-powered Speed and Communication device for roads to collect data needed for grant applications for roadwork according to the price sheets provided.**

- Two price quotes were received from Street Dynamics in the amounts of \$3884.50 for a sign with a flood sensor, and \$5057.00 for a sign without the flood sensor.
- Mayor Pro Tem asked why this is necessary for the town right now, Mayor Senkevech explained to gather data for state road grants.
- Citizen Alan Donnan, grant writer, returned to speak to the council. Explained that there are 44,000 applicants currently for the requested grant, and explained how data is an advantage for grant approval. He plans to ask for enough grant money to replace all county roads in Poetry. This grant is only offered every other year.
- Citizen Glenn Straus of 11072 County Road 2454, spoke on the state of County Road 2454 where his house is located.
- Citizen Shelley Smith spoke about not wanting a sign placed by her yard and concerns about being recorded.
- Citizen Patrick Smith, a resident of Kaufman County, is concerned that money spent on signs does not guarantee a return of a grant. He expressed concern about the contract that he read on the Dynamic Signs website.
- Citizen Dale Bryant likes the idea but would also like more of a guarantee from the grant writer that the Town meets the grant criteria.
- Mayor Senkevech explained that only if the data subscription was purchased would there be the possibility of data being uploaded to the Street Dynamic server. Without that option, the sign price drops to \$3200.

- The council requested more information from Street Dynamics such as references, a sample contract with the terms and to research other options from other vendors.
- This motion was tabled until a later date.

**6. Discuss and take action on Hunt County Project Sheet H-11 for pot-hole repairs on CR 2458, CR 2426, CR 2326, CR 2440, CR 2460, and CR 2451.:**

- A quote for \$6000 to repair the referenced county roads was received.
- A motion to approve was made by Mayor Pro Tem Jaffe and a second was made by Councilmember White. **Passes 5:0**

**7. Discuss and take action on the Hibbs updated petition for release from the ETJ.**

- A motion to approve was made by Councilmember White and a second was made by Councilmember Blake. **Passes 5:0**

**8. Discuss and take action on the updated zoning map of the town.:**

- Discussion regarding the map suggested it should be called the Comprehensive Zoning Map. The map and proposed zoning will be voted on in the public forum on March 21<sup>st</sup>. Letters will be sent to Poetry Citizens regarding the zoning meeting in March. Meeting information will also be listed in the newspaper and posted on the Town website. The most recent proposal will be uploaded to the Town website tomorrow by Councilmember White, as well as any necessary edits as they occur.
- Citizen Dale Bryant who was a member of the original Zoning Committee made some suggestions on how to present the map to the citizens at the zoning meeting so they have a better understanding of how their property was zoned.
- No action needs to be taken on this item.

**j. General Public Comments:**

1. Citizen Mandi West brought to the attention that her address was incorrect on her notification of release from the ETJ.
2. Citizen Shelley Smith inquired as to why the council isn't allowed to review the tax collection information given to the mayor. Mayor Senkevech explained that it is a criminal offense for a mayor to release that data. Councilmember Fowler suggested that Mrs. Smith could find the answer to her question under Texas Tax Code §321.3022.
3. Citizen Patrick Smith also had some issues with a letter sent to him and was assured that if he emailed his concerns they would be addressed.

**Adjourned Regular Meeting @ 9:32 PM**

**Minutes by Town Secretary Anne E. Hamilton**



# QUOTE # 2084026

applied concepts, inc.

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Brooke Journet  
+1-469-656-8011  
brookej@stalkerradar.com

Reg Sales Mgr: Stephen Barlag  
972-398-3780  
stephen@a-concepts.com

Date: 02/02/24

Effective From : 02/02/2024

Valid Through: 05/02/2024

Lead Time: 45 working days

<b>Bill To:</b> Town of Poetry 5761 CR 323 Poetry, TX 75160	<b>Customer ID:</b> P63354  Accounts Payable	<b>Ship To:</b> Town Of Poetry 5761 CR 323 Poetry, TX 75160	<i>FedEx Ground</i>  Mayor Tara Senkevech
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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	836-0015-00	PMG 15 Inch Display with Traffic Analyst	24	\$3,880.00	\$3,880.00
	<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Price</b>	<b>Ext Price</b>
	1	1	200-1315-00	15" PMG w/Traffic Analyst, configured with:		\$0.00
	2	1	035-0002-21	15" and 18" PMG Shipping Box		\$0.00
	3	4	035-0002-20	PMG Corner Packing Foam		\$0.00
	4	1	060-1000-24	24-Month Warranty		\$0.00
	5	1	006-0076-00	PMG Installation Guide		\$0.00
	6	1	200-1285-00	15"PMG Speed Display		\$0.00
	7	1	200-5542-12	15" PMG Controller, Normal Speed - 4G/Standalone		\$0.00
	8	1	200-1285-10	15" PMG Bezel, White		\$0.00
	9	1	200-1339-11	15" PMG Display - Amber LED, No Strobos		\$0.00
	10	1	062-0126-01	PMG Text and Graphics Option		\$0.00
	11	1	200-1285-50	No Flash Selected		\$0.00
	12	1	200-1206-55	12" PMG Pole Mount, 2-Part		\$0.00
	13	1	200-1395-01	PMG Backpack - SLA w/Solar		\$0.00
	14	2	047-0049-00	Cover Plate on Quad Bay Unit		\$0.00
	15	1	047-0044-00	15" PMG Bracket for Battery Backpack		\$0.00
	16	1	047-1003-00	PMG Power Cover Plate		\$0.00
	17	1	200-1298-04	15" PMG - USB Port, GPIO, Ethernet		\$0.00
	18	1	200-5516-22	PMG GPIO Module - 2 In, 2 Out		\$0.00
	19	1	200-1206-60	PMG Key Fob and Control Module		\$0.00
	20	1	200-1206-70	PMG Short-Range Wireless Module		\$0.00
	21	1	200-1508-10	PMG 4G Modem Nimblelink w/Ext Antenna Connection		\$0.00
	22	1	200-1206-62	PMG GPS Module for 4G		\$0.00
	23	1	200-1206-08	PMG Expanded Memory Option, 8GB		\$0.00
	24	1	200-1330-50	PMG 50W Solar Power Package		\$0.00
	25	1	200-1419-00	Battery Backpack Solar Option Kit		\$0.00
	26	1	200-1424-00	PMG Flood Sensor w/Mount, 25 ft Cable		\$0.00
	27	1	015-0344-02	PMG 4G External Antenna - Standard		\$0.00
<b>Group Total</b>						<b>\$3,880.00</b>

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1		Selected Accessories	0		\$0.00



QUOTE  
# 2084026

applied concepts, inc.

Page 2 of 2

855 E. Collins Blvd  
Richardson, TX 75081  
Phone: 972-398-3780  
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Date: 02/02/24

Inside Sales Partner: Brooke Journet  
+1-469-656-8011  
brookej@stalkerradar.com

Reg Sales Mgr: Stephen Barlag  
972-398-3780  
stephen@a-concepts.com

Effective From : 02/02/2024

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Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1		Selected Accessories	0		\$0.00
	<b>Ln</b>	<b>Qty</b>	<b>Part Number</b>	<b>Description</b>	<b>Price</b>	<b>Ext Price</b>
	28	1	155-2588-00	PMG Floor Sensor Cable, 100 ft	\$240.00	\$240.00
	29	2	200-1397-00	PMG Backpack Battery Kit - SLA 22Ah w/Wiring	\$90.00	\$180.00
	30	1	060-3000-12	Street Dynamics Portal Subscription-PMG-12 Months	\$617.00	\$617.00
<b>Group Total</b>						<b>\$1,037.00</b>

Product	\$4,917.00	Sub-Total:	\$4,917.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$140.00
		<b>Total: USD</b>	<b>\$5,057.00</b>

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