

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

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

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

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

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

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

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

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

1. *Term of Agreement and Certification*

- (a) The Town and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both Town and Kaufman County until September 30th, 2023. This Agreement shall automatically renew every two (2) years on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days' notice.
- (b) The Town and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

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

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

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

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

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

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

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

6. *Notice of Plat Submittals and Approvals.*

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

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

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

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

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

8. *County Roads*

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

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

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

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

12. *Miscellaneous Provisions.*

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

TOWN OF POETRY:

Town of Poetry, Texas
Attn: Mayor

With Copies to:

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

KAUFMAN COUNTY:

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

With copies to:

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

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

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

TOWN OF POETRY, TEXAS

Mayor

ATTEST:

APPROVED AS TO FORM:

Town Secretary

Town Attorney

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

KAUFMAN COUNTY, TEXAS

County Judge

ATTEST:

APPROVED AS TO FORM:

County Clerk

Assistant District Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, ANNEXING PROPERTY DESCRIBED HEREINAFTER TO THE TOWN OF POETRY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF THE TOWN SO AS TO INCLUDE SAID PROPERTY WITHIN THE TOWN'S TERRITORIAL AND JURISDICTIONAL LIMITS, GRANTING TO SAID PROPERTY AND TO ALL FUTURE INHABITANTS OF SAID PROPERTY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL OF THE ACTS AND ORDINANCES OF THE TOWN; ADOPTING A SERVICE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to annex certain land by consent of all of the owners of the land and in accordance with a written, negotiated Voluntary Annexation Agreement; and

WHEREAS, the land to be annexed is generally located at the northeast corner of the intersection of County Road 247 and County Road 248, more particularly described in Exhibit "A," attached hereto (the "Property"), is located entirely within the exclusive extraterritorial jurisdiction of the Town of Poetry, Texas, is contiguous and adjacent to the Town of Poetry, Texas, and is not more than one-half (1/2) mile in width; and

WHEREAS, the governing body of the Town of Poetry, in compliance with state laws with reference to annexations, has given the requisite notices by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners and interested persons generally, the governing body of the Town of Poetry is of the opinion that the annexation of the Property described herein should be approved. Now, therefore

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

SECTION 1. That the premises and recitals in the preamble of this Ordinance are found and determined by the Town Council to be correct in all respects.

SECTION 2. That the territory and real property described in Exhibit "A" which is attached hereto and made a part hereof for all purposes, be and the same is hereby annexed into and forever made a part of the territorial and corporate limits of the Town of Poetry, Texas, and the limits and boundaries of the Town be and the same are hereby extended to include the territory.

SECTION 3. The inhabitants of the above described property shall hereafter be entitled to all rights and privileges of other citizens of the Town of Poetry, Texas, and shall be bound by the acts and ordinances of said Town. The Town Secretary is hereby directed to file with the County Clerk of Kaufman County, Texas, a certified copy of this ordinance.

SECTION 4. That a service plan as required by Section 43.065 of the Texas Local Government Code for such property is attached hereto as Exhibit “B,” made a part hereof for all purposes, and adopted and approved as a part of this Ordinance.

SECTION 5. That it is the intent of the Town Council to annex into the corporate limits of the Town of Poetry all the property described herein and the Town Council hereby finds and determines that the provisions of Chapter 43 of the Texas Local Government Code have been complied with in effecting this annexation. It is not the intent of the Town of Poetry to annex any territory which it has no legal right to annex, but to annex only such territory as may be legally annexed by it within the limits of the described property.

SECTION 6. That this Ordinance shall take effect immediately from and after its passage as the law in such cases provides.

DULY PASSED by the Town Council of the Town of Poetry, Texas, on the ____ day of _____, 2023.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY

Exhibit "A"
Legal Description For

16750 County Road 248
Terrell, Texas 75160

See Exhibit 'A' attached hereto and made a part hereof

BEING a tract of land situated in the William Smith Survey, Abstract No. 444 and also being a tract of land conveyed to Andreas and Lori Bass as recorded in Volume 3124, Page 84 of the Deed Records of Kaufman County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found for corner, being a point in the Northeast Right of Way of County Road 248, being the South corner of a tract of land conveyed to Steve Cannon as recorded in Volume 1839, Page 287 of the Deed Records, Kaufman County, Texas, and being the West corner of said Bass tract;

THENCE North 44 degrees 57 minutes 00 seconds East(directional control), a distance of 410.00 feet to a 1/2 inch iron rod found for corner, being the East corner of said Cannon tract;

THENCE South 45 degrees 03 minutes 00 seconds East, a distance of 141.00 feet to a R.R. tie post for corner;

THENCE South 11 degrees 58 minutes 46 seconds East, a distance of 256.56 feet to a R.R. tie post for corner;

THENCE South 44 degrees 56 minutes 58 seconds West, a distance of 270.00 feet to a R.R. tie post for corner;

THENCE North 45 degrees 03 minutes 00 seconds West, a distance of 356.00 feet to the PLACE OF BEGINNING and containing 3.00 acres of land.

EXHIBIT B

TOWN OF POETRY ANNEXATION SERVICE PLAN

In accordance with the provisions of Chapter 43 of the Texas Local Government Code, the following services will be provided immediately upon annexation by Town of Poetry, or within sixty (60) days after the effective date of the annexation ordinance:

1. Street and road maintenance;
2. Planning and Zoning services;
3. General government services.

The foregoing services will be provided by the Town at the same or comparable level as that provided in other areas of the Town. As the Town progresses and develops additional municipal services, the Town will provide the Property and its owners all future services provided by the Town to other residents and properties. This service plan does not, however, require a uniform level of full municipal services to each area of the Town, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

Existing uses of property at the time of annexation will be allowed to continue as non-conforming uses, if not compatible with future zoning, and any Development Agreements pertaining to the continuation of existing uses will be followed. Expansion of a non-conforming use, however, will require approval by the Town or a change in zoning to accommodate the existing or proposed use.

As provided by the Texas Local Government Code, no money received for the sale of bonds or evidenced by other instruments of indebtedness may be allocated to the annexed area for a period of 180 days after annexation. No plans currently exist for any capital improvements to be made in the annexed area.

General municipal administration and administrative services of the Town shall be available to the annexed area beginning with the effective date of the annexation.

This service plan is valid for a period of ten years. Renewal of the service plan is at the discretion of the Town.

TOWN HALL SITE Proposed BUDGET

June 9, 2023

BUDGETED AMOUNT

\$ 15,000.00 GOAL DATE:

Fiscal year Oct. 1st- Sept. 31st 2023

Phase 1-- MUST HAVE ITEMS TO MOVE IN:

Expenses

1 Septic as Approved [\$4500 donations = Bret P, Poetry Plaza + Sheri Vinson]	\$ 2,500.00	COMPLETED
2 ADA Compliant Ramp & Rail *best quote	\$ 1,500.00	JULY
3 ADA Compliant Van Asses. Parking w sidewalk [\$2000 donation from LBJ]	\$ 4,150.00	COMPLETED
4 Solar lighting Poles x 8 (Amazon Doeslag)	\$ 399.92	JULY
5 ADA Compliant Bathroom:		JULY
-Handicapped railing [DONATED]	\$ -	COMPLETED
-Finish out tile-WALL [contracted labor] \$100 DONATION ASSIGNED	\$ 650.00	COMPLETED
-Mirror	\$ 73.80	COMPLETED
-Toilet paper dispenser	\$ 27.99	COMPLETED
-Automatic Soap Dispenser	\$19.00	COMPLETED
6 -labor to connect drains under building *Plumbaholics	\$499	COMPLETED
7 Stairs for other side (wood) labor donated by CM Anderson		COMPLETED
8 Repair and painting of cracks in Walls [Ace Décor to donate]	0	JULY
9 Install of Secretary counter and trim [donated items & labor by Tack & Ag]	0	COMPLETED
10 Installation of remainder of attic insulation -volunteer has agreed	0	COMPLETED

\$ 9,819.71

\$ 5,180.29 remaining from Phase 1

Phase 2 --Items needed to COMPLETION : Move up for prevention of damage

12 Finish out of closet Materials cost \$2197 + labor quote \$1600 + fixing gap	\$ 3,797.00	COMPLETED
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\$ 3,797.00 **\$1,383.29** remaining from Budget 2023
for incidentals Phase 2

Total ROOF replacement to wait until next fiscal year. --Ice and Shield for roof right now. **MAY** **\$4,736.45**

* Phase 1 and 2 could be completed before fiscal year end if quotes are within budget of \$15,000

MOVE-IN!

TOWN HALL SITE Proposed BUDGET

June 9, 2023

Phase 3 --Next fiscal year budget items: Oct. 2023-Sept. 2024 FISCAL YEAR

13 Skirt around the base-Materials cost \$2196 + labor quote \$1600	\$ 3,797.00
14 Grade and gravel of leased parking space	\$ 3,000.00
15 Foam Spray underneath the building for energy efficiency	\$ 3,500.00
	<u>\$ 10,297.00</u>

OCTOBER
OCTOBER
OCTOBER

PHASE 4 --Other desirable items:

16 HVAC for complete unit (a/c/heat)	\$ 10,500.00
17 Landscaping * Master Gardners for planning/students for labor?	\$ 2,500.00
	<u>\$ 13,000.00</u>

NOVEMBER
APRIL

Phase 4 could be moved to Fiscal year Oct. 2024

18 Deck off back (so we don't have to bring trailer in for special events)	\$ 5,000.00
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October 2024



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

BE IT REMEMBERED THAT ON THIS DAY OF THE 5th of June, 2023 at 6:30 pm, the City Council of Poetry, Texas, held a Regular Town Council Meeting and Canvass at 11214 FM 1565 Poetry, Texas, 75160 with the following present:

Mayor Tara Senkevech
Councilmember Tom Anderson
Councilmember Mike Jaffe

Councilmember Simeon White
Councilmember Terry Fowler
Councilmember Jonathan Blake

Mayor Senkevech called the meeting to order at 6:30

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

Pledge of Allegiance and Invocation

Councilmember Blake led the pledge and invocation.

f: Mayor Tara Senkevech gives items of community interest;
Resignation of City Secretary Jana Shelton.

g) Special Agenda:

1) Discuss and consider Hunt County Project Sheet H-07 for roads; CR 2426, CR 2326, CR 2400, CR 2332, CR2434, and CR2440 in the amount of \$3000.

Motion made by **Councilmember Jaffe** and seconded by **Councilmember White. Passes 5:0**

j) General Public Comments

No General Comments

Meeting adjourned at 6:33 pm

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

BE IT REMEMBERED THAT ON THIS DAY OF THE 20th of June, 2023 at 6:30 pm, the City Council of Poetry, Texas, held a Regular Town Council Meeting and Canvass at 11214 FM 1565 Poetry, Texas, 75160 with the following present:

Mayor Tara Senkevech
Councilmember Tom Anderson
Councilmember Mike Jaffe

Councilmember Simeon White
Councilmember Terry Fowler
Councilmember Jonathan Blake

Mayor Senkevech called the meeting to order at 6:30

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

Pledge of Allegiance and Invocation

Citizen Darrell Watson led the pledge and invocation.

f: Mayor Tara Senkevech gives items of community interest;

The mayor is soliciting for any grant-writers available to please email to contact@poetrytexas.org

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

*The town welcomes a newly approved Solid Waste Vendor Texas Contractor Roll Offs which can be reached at kpotts@texascontractorrolloffs.com or 469-576-5162. They only service the large 15, 20 and 25-yard dumpsters.

*Thanks to Chad Dalida and his crew from 365 Land Development for clearing three downed trees on the Town Hall site free of charge!

g) Reports

1. Financial—May end 2023

Sales & Use Tax -June first monthly receipt= \$6432.63.

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

Letters went out to FEC customers who received but did not cash reimbursement checks, expressing the desire to take care of this business.

2. Town Hall progress—Mayor Senkevech

h) Consent Agenda:

1. **Minutes from May 16th, 2023, Meeting.** Motion made by **Councilmember Jaffe**, seconded by **Councilmember Fowler**. **Passes 5:0****Legal bill of \$ 1023.75.**

Motion made by **Councilmember White**, seconded by **Councilmember Blake**. **Passes 5:0**

i) Regular Agenda:

1. **Discuss and present award for the First Annual Poetry Agriculture Scholarship Recipient—Landon Lord.** Congratulations to Landon Lord, Photo Ops, and special thanks to Two Guys Laser, Councilmember Fowler, Chad West and anonymous donor.
2. **Discuss and take action on Request for Qualifications (RFQ) for a general use town engineer.** Councilmember Anderson explains the packet items. Motion Made by **Councilmember Jaffe**, seconded by **Councilmember White**. **Passes 5:0**
3. **Modifying Budget Ordinance to take money from Legal fund to provide for road and election costs.** Council discusses at length. **Councilmember Fowler** makes motion to approve, seconded by **Councilmember Anderson**. **Passes 5:0**
4. **Discuss and take action advertising City Secretarial position vacancy.** **Councilmember Anderson** makes motion to advertise on free spaces, seconded by **Councilmember Blake**. **Passes 5:0**
5. **Discuss and take action on voting in the Mayor Pro-tem for a one-year term.** **Council Votes Councilmember Jaffe to position of Mayor Pro-tem 4:1**
6. **Discuss and take action on a Regular Schedule Meeting time to the third Thursday instead.** **Councilmember Anderson** makes motion to move to third Thursday starting in September, 2023. Seconded by **Councilmember Blake**. **Passes 5:0**
7. **Discuss and take action on changing the August meeting to Thursday, August 10th or other appropriate date.** Motion made by **Councilmember Anderson**, seconded by **Councilmember Fowler**. **Passes 5:0**

Mayor Senkevech calls for 5-minute recess.

8. **Discuss and take action on May 6th Election results.** **Councilmember Fowler** discusses results of his research. He feels very strongly that council should help citizens file appropriate paperwork to vote. **Mayor Senkevech** feels the voter list should be taken offline, due to the fact that it is outdated. **Councilmember Jaffe** makes motion to pull voter list off of the town website, seconded by **Councilmember Blake**. **Passes 5:0**

Councilmember Fowler volunteers to host committee for the voter lists. Committee will be **Councilmember Fowler** and **Councilmember Jaffe**, including **Mayor Senkevech**.

j) General Public Comments No General Comments

k) Adjourned Regular Meeting @ 8:35 pm

Minutes typed by Sheri Vinson.

**VOLUNTARY ANNEXATION AGREEMENT
TOWN OF POETRY, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF HUNT/KAUFMAN §

THIS AGREEMENT is by and between the Town of Poetry, Texas, a Type A general law municipality of the State of Texas (the Town), and the persons whose signatures appear below (the Owners), and is effective on the last date of signing, shown below.

1. The Owners hold title to and are the owners of the property described in Exhibit A (the Property), which is incorporated as a part of this Agreement. There are no other owners of the Property. The Property is located within the extraterritorial jurisdiction of the Town.

2. The Town and the Owners have negotiated this Agreement voluntarily and without duress or coercion, and all parties have full capacity to enter into this Agreement.

3. The Town and the Owners agree that, should the Town's governing body exercise its legislative discretion to approve annexation, the Property will be annexed into the territorial and corporate limits of the Town, and will become a part of the Town for all purposes, upon the Town's completion of the annexation process required by law.

4. Upon the completion of the annexation process and the enactment of an ordinance annexing the Property, the Town shall provide to the Property and to the Owners the municipal services which the Town currently and in the future may provide to all other citizens. The inhabitants of the Property shall thereafter be citizens of the Town and shall inure and be entitled to all the rights and privileges of other citizens of the Town and shall be bound by the lawful acts and ordinances of the Town.

5. Immediately upon the completion of annexation proceedings (the effective date of an ordinance annexing the Property), the Town shall provide to the Owners and the Property all municipal services provided by the Town to other citizens and properties within the Town consisting of: street and road construction, operation, maintenance and repair; planning and zoning services; and, general government administration. The Town does not, as of the effective date of this Agreement, provide the following services: police, fire and ambulance services (which are provided by the county in which the Property is situated, either directly or through mutual aid agreements with other first responders), solid waste collection service (which is provided through individual agreements between residents and solid waste collection service providers, or water and sewer utility service. The Town shall, however, provide additional full municipal services to the Owners and the Property when and as additional services are provided by the Town.

6. The foregoing services will be provided by the Town at the same or comparable level as that provided in other areas of the Town. This Agreement does not, however, require a uniform

level of full municipal services to each area of the Town, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

7. The Town agrees that its annexation of the Property shall in no way affect or limit any of the uses which may exist on the Property.

This Agreement is effective (the Effective Date) on the last date of signing shown below.

OWNERS:

[Signature]
(Signature)
Andreas D. Bass
(Type/Print Name)

[Signature]
(Signature)
Lori G. Bass
(Type/Print Name)

16750 CR 248
(Street Address)
Poetry, Tx 75160

Date: 4/22/23

GEO ID 99 0444 0000 0200 02
WM Smith Tract 06 00
200 02 0.36 Acres
Property ID 215745

TOWN OF POETRY, TEXAS

Tara Senkevetch, Mayor

Date: _____

ATTEST:

Town Secretary

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

TOWN OF POETRY
 TX USA

Date: 06/30/2023
 Ref.: 3089.000
 Bill #: 45880

RE: General Legal Services

Attention: Mayor Tara Senkevech

Date	Init	Description of Service	Hours	Amount
06/05/2023	DMB	Email to mayor re election issue.	0.25	48.75
06/20/2023	DMB	Review of materials, telephone call with councilmember (TF) re county elections administrators; email to mayor.	0.50	97.50
06/22/2023	DMB	Review of draft floodplain regulations, review of Tax Code, emails to mayor re floodplain regulations and Municipal Management District tax election; telephone call with mayor.	0.50	97.50
		Our Fee	1.25	243.75

Time Summary

Lawyer Initials	Rate	Hrs	Amount
DMB	195.00	1.25	243.75

Disbursements

Postage Expense	1.26
Total Disbursements	1.26
Total Fees and Disbursements	245.01
TOTAL	245.01
Net Amount Owing on This Bill	245.01

Statement of Account

Prior Balance	1,023.75
Payments & Adjustments	-1,023.75

Current Fees	243.75
Current Disbursements	\$1.26
Amount Due and Owing to Date	\$245.01

Nichols, Jackson, Dillard, Hager & Smith L.L.P.
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Dallas, TX 75201 USA
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Jun 30, 2023

Client: 3089

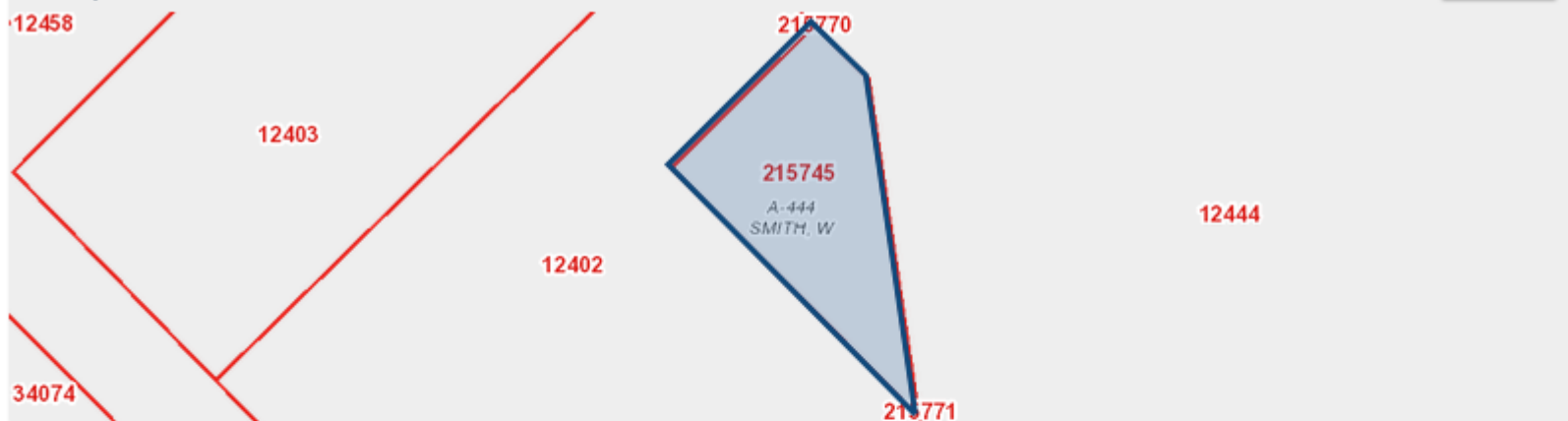
TOWN OF POETRY
TX USA

MATTER STATUS

	Prior Balance	Payments Adjustments	Current Charges	Total
3089.000 General Legal Services	1,023.75	-1,023.75	245.01	245.01
Total	1,023.75	-1,023.75	245.01	245.01

Map

DISCLAIMER



Property Details

Account	
Property ID:	215745
Legal Description:	WM SMITH, TRACT 200.02; 0.36 ACRES
Geographic ID:	99.0444.0000.0200.02.06.00
Agent:	
Type:	Real
Location	
Address:	CO RD 248 TERRELL, TX 75160
Map ID:	B4-A-3
Neighborhood CD:	28-RVGD/AV
Owner	
Owner ID:	165904
Name:	BASS ANDREAS D & LORI G BASS
Mailing Address:	16750 CO RD 248 TERRELL, TX 75160-0547
% Ownership:	100.0%
Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.

Property Values

Improvement Homesite Value:	\$0
Improvement Non-Homesite Value:	\$0
Land Homesite Value:	\$18,585
Land Non-Homesite Value:	\$0
Agricultural Market Valuation:	\$0
Market Value:	\$18,585
Ag Use Value:	\$0
Appraised Value:	\$18,585
Homestead Cap Loss:	\$4,569
Assessed Value:	\$14,016

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.



Town of Poetry
Profit & Loss Budget vs. Actual
 October 2022 through September 2023

Q3

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
Income				
3000 Use of Prior Year Excess	0.00	29,397.67	-29,397.67	0.0%
4000 Franchise Fees Electric				
4010 Oncor Franchise Fees	13,718.50			
4020 FEC Franchise Fees	31,619.72			
4000 Franchise Fees Electric - Other	0.00	56,000.00	-56,000.00	0.0%
Total 4000 Franchise Fees Electric	45,338.22	56,000.00	-10,661.78	81.0%
4100 Franchise Fees Solid Waste				
4110 AWT Solid Waste Franch Fee	7,455.50			
4120 CRS Solid Waste Franch Fee	12,719.00			
4130 CARDS Solid Waste Franch	4,270.50			
4140 Titan Solid Waste Franch	4,122.00			
4150 Tx Contractor Roll Off	175.00			
4100 Franchise Fees Solid Waste - Other	0.00	34,000.00	-34,000.00	0.0%
Total 4100 Franchise Fees Solid Waste	28,742.00	34,000.00	-5,258.00	84.5%
4200 Franchise Fees Communicati				
4210 Charter Communications	10.86			
Total 4200 Franchise Fees Communicati	10.86			
4300 Public Information Req	171.49	0.00	171.49	100.0%
4400 Sales Tax Revenue	6,824.91	15,000.00	-8,175.09	45.5%
4500 Donations	4,934.51			
4800 PID Permit Application	200.00			
Total Income	86,221.99	134,397.67	-48,175.68	64.2%
Gross Profit	86,221.99	134,397.67	-48,175.68	64.2%
Expense				
5000 Secretarial Exp-Wages				
5050 Payroll Contract labor Exp	29.70	0.00	29.70	100.0%
5000 Secretarial Exp-Wages - Other	6,438.10	10,500.00	-4,061.90	61.3%
Total 5000 Secretarial Exp-Wages	6,467.80	10,500.00	-4,032.20	61.6%
5055 Secretarial Wages w-2				
5057 Payroll taxes-Employee	9.72			
5055 Secretarial Wages w-2 - Other	360.00			
Total 5055 Secretarial Wages w-2	369.72			
5085 Bank and Misc Fees	0.00	0.00	0.00	0.0%
5100 Office Supplies & Furnishi	2,155.10	6,000.00	-3,844.90	35.9%
5130 Dues/Membership Admin	788.00	0.00	788.00	100.0%
5200 Shipping and Postage	217.48	0.00	217.48	100.0%
5300 Newspaper Publications	1,401.87	900.00	501.87	155.8%
5393 Repair & Maint - Admin	0.00	0.00	0.00	0.0%
5398 Town Maint & Clean Up	0.00	0.00	0.00	0.0%
5400 Professional Membership	484.33	1,500.00	-1,015.67	32.3%
5450 Poetry Scholarship Donated	0.00			
5600 Educate Exp,CM,Mayor,Sec	0.00	600.00	-600.00	0.0%
5800 Survey, Mapping & Engineer	150.00	2,500.00	-2,350.00	6.0%
5700 Tech Support & Serv				
5710 Website-Admin	925.60	1,351.88	-426.08	68.5%
5720 Info Tech Internet	204.94	960.00	-755.06	21.3%
5730 Misc Tech Equipment	52.51	1,100.00	-1,047.49	4.8%
5740 Internet Phone Services	0.00	396.00	-396.00	0.0%
5750 IT Maintenance/Misc	0.00	900.00	-900.00	0.0%
5760 Alarm Security	0.00	168.00	-168.00	0.0%
5700 Tech Support & Serv - Other	0.00	0.00	0.00	0.0%
Total 5700 Tech Support & Serv	1,183.05	4,875.68	-3,692.63	24.3%
5800 Legal Fees	21,482.94	25,849.00	-4,366.06	83.1%
5900 Town Insurance				
5910 Cyber Ins Policy	242.30	242.30	0.00	100.0%
5920 Pkg, Bldg & W/C Insurance	908.24	908.24	0.00	100.0%
5930 Town Liability Ins	2,059.41	2,060.12	-0.71	100.0%
5900 Town Insurance - Other	0.00	0.00	0.00	0.0%
Total 5900 Town Insurance	3,209.95	3,210.66	-0.71	100.0%
6000 Capital Expenditure				
6010 Cap Exp Road Refurbishment	0.00	3,000.00	-3,000.00	0.0%
6020 Cap Exp Signage	0.00	0.00	0.00	0.0%
6030 Cap Exp Bldg Improvement				
6035 Donated Cap Bldg Improveme	4,000.00			
6030 Cap Exp Bldg Improvement - Other	11,866.10	15,000.00	-3,133.90	79.1%
Total 6030 Cap Exp Bldg Improvement	15,866.10	15,000.00	866.10	105.8%
6060 Cap Exp Outdoor Lighting	455.81			
6080 Cap Exp Office Equipment	0.00	0.00	0.00	0.0%
6070 Cap Exp Office Furniture	0.00	0.00	0.00	0.0%
6000 Capital Expenditure - Other	-12.63			
Total 6000 Capital Expenditure	16,309.28	18,000.00	-1,690.72	90.6%

Town of Poetry
Profit & Loss Budget vs. Actual
 October 2022 through September 2023

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
8100 Road Repair & Maint	21,092.87	26,080.00	-4,967.13	80.9%
8200 Grounds & Building Care	1,469.38	2,200.00	-730.62	66.8%
8300 Election Expense	6,304.45	12,400.00	-6,095.55	50.8%
8350 Building Repairs	499.00			
8400 Building Utilities Exp				
6420 Parking Lot Rental Expense	500.00	0.00	500.00	100.0%
6400 Building Utilities Exp - Other	232.72	4,490.00	-4,257.28	5.2%
Total 8400 Building Utilities Exp	732.72	4,490.00	-3,757.28	16.3%
8410 Reimburse Church/Utilities	650.00	850.00	-200.00	76.5%
8430 Water Utilities	55.48			
8500 Audit Expense	4,250.00	4,250.00	0.00	100.0%
8600 Rainy Day Fund Exp	0.00	9,712.33	-9,712.33	0.0%
8601 Rainy Day Prior Yr 21-22	0.00	0.00	0.00	0.0%
8700 Miscellaneous	0.00	500.00	-500.00	0.0%
Total Expense	89,273.42	134,397.67	-45,124.25	66.4%
Net Income	-3,051.43	0.00	-3,051.43	100.0%

Zero Zoning Ordinance

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

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

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;

WHEREAS, the Council is authorized under the Texas Local Government Code to regulate the use of land within the municipal boundaries of the Town to promote the health, safety, and general welfare of the public;

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

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;

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;

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

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

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

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

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

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

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

SECTION 1 ZONING DISTRICTS ESTABLISHED

1.1 Zoning Districts Identified

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

ABBREVIATED DESIGNATION	ZONING DISTRICT NAME
AR	AR=Agrarian. Farm/cattle land and large residential properties (5+ acres)
SF-E	SF-E=Single Family Estate. Mid-sized residential properties (2-5 acres)
SF	SF = Single Family. Small residential properties (1-2 acres)
B	B = Business. Used for larger businesses (2+ acres)

1.2 Description and Purpose of Zoning District

AR- Agrarian Residential District: This district provides for the continuance of, farming, ranching,

residential and gardening activities on land being utilized for these purposes.

SF-E - Single-Family Residential - Estate: The SF-E district provides for residential development on large lots with a minimum lot size of 87,120 square feet (two acres). Density in this district will usually be no greater than one (1) unit per lot.

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

SECTION 2 ZONING DISTRICT MAP

2.1. 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 proposed ordinance as fully as if the same were set forth herein in detail.

2.2. Regulations for Maintaining Zoning District Map

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

2.2.1. One copy shall be filed with the Town Secretary, to be retained as the original record and shall not be changed in any manner.

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

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

SECTION 3 ZONING DISTRICT BOUNDARIES

3.1. Rules for Determining District Boundaries

The district boundary lines 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:

3.2 Boundaries indicated as approximately following streets shall be construed to follow the centerline of such street, highway, or alley.

3.3 Boundaries indicated as approximately following platted lot lines shall be construed as following such lines.

3.4 Boundaries indicated as approximately following city limits shall be construed as following city limits.

3.5 Where physical features of the ground are at variance with information shown on the official zoning district map, or if there arises a question as to how a parcel of property is zoned and such question cannot be resolved, or the zoning of property is invalidated by a final judgment of a court of competent jurisdiction, the property shall be considered as classified AG - Agricultural District, temporarily.

SECTION 4 ZONING OF ANNEXED TERRITORY

4.1. 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.

4.2. Temporary Classification

In instances in which the zoning of an annexed territory concurrently with the annexation is impractical, the annexed territory shall be temporarily classified as AG - Agricultural District, until permanent zoning is established by the Town Council. The procedure for establishing permanent zoning on [of] annexed territory shall conform to the procedure established by law for the adoption of original zoning regulations. The Town Council shall determine a permanent zoning for such area as soon as practicable after annexation.

SECTION 5 COMPLIANCE WITH ZONING REGULATIONS

5.1 Exclusions

Nothing herein contained shall require any change in the plans, construction, or designated use of a building

under construction at the time of the passage of this ordinance.

5.2 One Main Building on a Lot or Tract

Whenever two or more main buildings, or portions thereof, are placed upon a single lot or tract and both buildings will not face upon a public street. No required open space for one building shall be computed as being the open space, yard, or area requirements for any other dwelling or other use.

SECTION 6 AR – AGRARIAN RESIDENTIAL

6.1. General Purpose and Description

This district provides for the continuance of farming, ranching, and gardening activities on land being utilized for these purposes.

6.2. Permitted Uses

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

6.2.1. Lots of five (5) acres or more.

6.3. Not Permitted Specific Uses

The specific use shall not be permitted in the Agrarian Residential District, in accordance with Section 16:

6.4. Height and Area Regulations

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

SECTION 7 SF-E - SINGLE-FAMILY RESIDENTIAL – ESTATE

7.1. General Purpose and Description

The SF-E district provides for residential development on large lots with a minimum lot size of 87,120 square feet (two acres). Density in this district will usually be no greater than one (1) unit per lot.

7.2. Permitted Uses

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

7.2.1 Lots of two (2) acres or more

7.3. Not Permitted Specific Uses

The specific uses shall not be permitted in an SF-E District, in accordance with Section 16;

7.4. Height and Area Regulations

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

Section 8 SF – Single Family Residential:

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

8.2. Permitted Uses

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

8.2.1 Lots of one (1) acres or more

8.3. Not Permitted Specific Uses

The specific uses shall not be permitted in an SF District, in accordance with Section 16;

8.4. Height and Area Regulations

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

SECTION 9 B - BUSINESS - LIGHT RETAIL, AND NEIGHBORHOOD SERVICES

9.1 General Purpose and Description.

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

9.2. Permitted Uses

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

9.2.1 Lots of one (1) acres or more

9.3. Not Permitted Specific Uses

The specific uses shall not be permitted in an SF District, in accordance with Section 16;

9.4. Height and Area Regulations

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

SECTION 10 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:

TYPE OF USE	AR	SF-E	SF	B	TYPE OF USE	AR	SF-E	SF	B
Accessory building	X	X	X	X	Manufactured Homes	X	X	X	X
Carport	X	X	X	X	Salvage yard				
Commercial Solar Farm					Sewage treatment plant				
Electric Substation					Sexually oriented business				
Farm, ranch, or orchard	X	X	X	X	Multi-family dwelling				
Garage, private	X	X	X	X	Single-family dwelling,	X	X	X	X
Hotel, motel, motor hotel, or motor lodge					Stable, private	X	X	X	X
Landfill					Trailer; travel trailer; cattle trailer, etc., storage; not to be used for living quarters	X	X	X	X
Manufactured Housing, HUD-Code	X	X	X	X	Wrecking yard				
Manufactured Home Subdivision					Zero lot line house				
(AR) = Agrarian. Farm/cattle land and large residential properties (5+ acres)									
(SF-E) = Single Family Estate. Mid-sized residential properties (2-5 acres)									
(SF) = Single Family. Small residential properties (1-2 acres)									
(B) = Business. Used for larger businesses (2+ acres)									
(X) = Designated use permitted in District Indicated									
() = Designated use prohibited in District Indicated									

Section 11 DESCRIPTIONS/DEFINITIONS OF USES

Accessory Building: An accessory building or use is one which: (a) is subordinate to and serves a principal building or principal use; and (b) is subordinate in area, extent, or purpose to the principal building or principal use served; and (c) contributes to the comfort, convenience and necessity of occupants of the principal building or principal use served; and (d) is located on the same building lot as the principal use served.

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

Commercial Solar Farm: A large-scale installation or facility designed to generate electricity through the conversion of solar energy into electricity via photovoltaic panels. These facilities are intended primarily to supply electricity to the grid, often selling this power to public or private utilities or directly to consumers. The term does not include individual solar panels or small-scale solar installations used for on-site electricity generation for a single residence or business.

Electric Substation: A facility, generally enclosed within a secured area, used by a public or private utility, to convert, distribute, or generate electricity. This term does not encompass power generation plants or overhead transmission and distribution lines.

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

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

Hotel, motel, motor hotel, or motor lodge: A Multi-Unit establishment providing accommodations, meals, and other services for travelers and tourist for compensation.

Landfill: A landfill site, also known as a tip, dump, rubbish dump, garbage dump, or dumping ground, is a site for the disposal of waste materials.

Manufactured Housing, HUD-Code: A structure, constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) body feet or more in width or forty (40) body feet or more in length, or, when erected on-site, is three hundred twenty (320) or more square feet, and which is built on a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems. All references in this document to manufactured housing or manufactured home(s) shall be references to HUD-Code Manufactured Housing, unless otherwise specified.

Manufactured Home Subdivision: A tract of land of not less than two (2) acres which has been final platted of record in its entirety in accordance with the subdivision regulations of the Town for occupancy primarily by HUD-Code manufactured housing and industrialized housing.

Manufactured Homes: Is a structure that is transportable in one or more sections. In traveling mode, the home is eight feet or more in width and forty feet or more in length. A Manufactured Home is designed and constructed to the Federal Manufactured Construction and Safety Standards and is so labeled.

Salvage Yard: A lot upon which waste or scrap materials are bought, sold, exchanged, stored, packed, disassembled, or handled, including but not limited to scrap iron and other metals, paper, rags, rubber tires and bottles. A "Salvage Yard" does not include such uses conducted entirely within an enclosed building.

Sewage treatment plant: A facility designed to process human waste for more than one household.

Sexually oriented business: Any business which derives revenue from the sale of sexually oriented materials or activities.

Multi-family dwelling: A dwelling that is part of a structure containing three (3) or more dwellings, each designed and constructed for occupancy by one family, with each dwelling unit attached by a common wall to another with a minimum length of attachment of twenty (20) feet, in which each dwelling is located on a separate platted lot.

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

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

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

Wrecking yard: An area or tract of land used for the storage of non-functioning vehicles for the purpose of disassembly, or for the sale of parts to the public.

Zero lot line house: A residence with no side yard setback on one side.

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 city. In order to provide for such changes and contingencies, a determination as to the appropriate classification of any new or unlisted form of land use shall be made as follows:

12.1.1 The City Secretary shall refer the question concerning any new or unlisted use to the Planning and Zoning Commission requesting a recommendation to the City 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 City 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 City Council shall by ordinance approve or make such determination concerning the

classification of such use as is determined appropriate, based upon its findings.

SECTION 13 NONCONFORMING USES AND STRUCTURES

13.1 Uses in Existence at Time of Adoption of Ordinance

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

13.2 Expansion of Nonconforming Use Prohibited

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

13.3 Repairs/Normal Maintenance on Nonconforming Uses Permitted

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

13.4 Change of Nonconforming to Conforming Use

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

13.5 Abandonment/Discontinuation of Nonconforming Use

Whenever a nonconforming use is abandoned, all nonconforming rights shall cease and the use of the premises shall thenceforth be in conformity with this ordinance. Abandonment shall involve the intent of the user or owner to discontinue a nonconforming operation and the actual act of discontinuance. Discontinuance of a business or the vacancy of a building or premises occupied by a nonconforming use for a period of six (6) months shall be construed as conclusive proof of intent to abandon the nonconforming use. Any nonconforming use not involving a permanent type of structure which is moved from the premises shall be considered to have been abandoned.

SECTION 14 PLANNING AND ZONING COMMISSION

14.1 Organization and Appointment

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

SECTION 155 SPECIAL 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 Special Definitions

Except to the extent a particular provision specifies otherwise, the following definitions shall apply throughout this ordinance:

15.2.1 Abutting Property - Property abutting upon a street shall also be understood as abutting property on the other side of the street.

15.2.2 Accessory Use or Building - A use or building subordinate to and detached from the main building and used for purposes customarily incidental to the primary use of the premises.

15.2.3 Adjacent - Shall mean “next to” or “closest to” but shall not necessarily mean “touching”.

15.2.4 Area of the Lot or Building Site - The area shall be the net area of the lot or site and shall not include portions of streets and alleys.

15.2.5 Basement - A building story which is partly underground, but having at least one-half of its height above the average level of the adjoining ground. A basement shall not be counted as a story in computing building height.

15.2.6 Buildable Width - The width of the building site left to be built upon after the required side yards are provided.

15.2.7 Building - Any structure built for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind. When subdivided in a manner sufficient to prevent the spread of fire, each portion so subdivided may be deemed a separate building.

15.2.8 Building, Detached - A building surrounded by yard or open space on the same building lot.

15.2.9 Building Ends - Those sides of a building having the least dimension as compared to the front or rear of a building. As used in the building space regulations for multiple-family dwelling, the term “building end” shall mean the narrowest side of a building regardless of whether it front[s] upon a street, faces the rear of the lot or adjoins the side lot line or another building.

15.2.10 Building, Front Of - The side of a building most nearly parallel with and adjacent to the front of the lot on which it is situated.

- 15.2.11 Building Inspector - The Building Official or person charged with the enforcement of the zoning and building codes of the city.
- 15.2.12 Building Line - A line parallel or approximately parallel to the street line at a specified distance therefrom constituting the minimum distance from the street line that a building may be erected.
- 15.2.13 Building Lot - A single tract of land located within a single block which (at time of filing for a building permit) is designed by its owner or developer as a tract to be used, developed, or built upon as a unit, under single ownership or control. It shall front upon a street or approved place. Therefore, a "building lot" may not coincide with a lot of record. A "building lot" may be subsequently subdivided into two (2) or more "building lots", and a number of "building lots" may be cumulated into one "building lot", subject to the provisions of this ordinance.
- 15.2.14 Building, Main or Primary - A building in which is conducted the principal use of the lot on which it is situated.
- 15.2.15 Building Official - The Building Inspector.
- 15.2.16 Contiguous - Shall mean "touching" or "in contact".
- 15.2.17 Court - An open, unoccupied space, bounded on more than two (2) sides by the walls of a building. An inner court is a court entirely surrounded by the exterior walls of a building. An outer court is a court having one (1) side open to a street, alley, yard or other permanent space.
- 15.2.18 Coverage - The percent of a lot or tract covered by the roof or first floor of a building.
- 15.2.19 Depth of Lot - The mean horizontal distance between the front and rear lot lines.
- 15.2.20 Depth of Rear Yard - The mean horizontal distance between the rear line of a building other than an accessory building and the rear lot line except as modified in the text of any section in this ordinance.
- 15.2.21 District - A section of the city for which the regulations governing the area, height or use of the land and buildings are uniform.
- 15.2.22 Duplex - A building designed for occupancy by two families living independently of each other within separate units which have a common wall and are under one roof.
- 15.2.23 Dwelling Unit - A building or portion thereof designed exclusively for residential occupancy, including one-family, two-family, and multiple-family dwellings, except for buildings designed and used as hotels, boarding houses, rooming houses, and motels.
- 15.2.24 Family - An individual or group of two or more persons related by blood, marriage,

adoption or guardianship including foster children, exchange students, and servants together with not more than two (2) additional persons not related by blood, marriage or adoption to the previously identified individual or group, living together as a single housekeeping unit in a dwelling unit or a Family Home for the Disabled as defined by the Community Homes for Disabled Persons Location Act, Article 1011n of V.A.C.S., as it presently exists or may be amended in the future, but not including household care or rehabilitation care facilities.

15.2.25 Floodplain - An area of land subject to inundation by a 100-year frequency flood, as shown on the floodplain map of the City of Caddo Mills. The term “floodplain” is interchangeable with the term “flood hazard area”.

15.2.26 Floor Area - The total square feet of floor space within the outside dimensions of a building including each floor level, but excluding cellars, carports, garages or porches.

15.2.27 Floor Area Ratio - The ratio of total building floor area to lot area.

15.2.28 Reserved.

15.2.29 Front Yard - See Yard, front (Section 34.2.104a).

15.2.30 Gross Floor Area - The gross floor area of a building shall be measured by taking outside dimensions of the building at each floor level.

15.2.31 Heavy Load Vehicle (HLV) - A self-propelled vehicle having a Manufacturer’s Recommended Gross Vehicle Weight (GVW) of greater than 11,000 pounds, such as large recreational vehicles, tractor-trailers, buses, vans, and other similar vehicles. The term “truck” shall be construed to mean “heavy load vehicle” unless specifically stated otherwise.

15.2.32 Height - The vertical distance of a building measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to (1) the highest point of the roof’s surface if a flat surface, (2) to the deck line of mansard roofs, or (3) to the mean height level between eaves and edge for hip and gable roofs and, in any event, excluding chimneys, cooling towers, elevator bulkheads, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten (10) feet. If the street grade has not been officially established, the average front yard grade shall be used for a base level.

15.2.33 Industrialized Housing - A residential structure designed for use and occupancy by one (1) or more families, constructed in one (1) or more modular components built at a location other than the permanent residential site, designed to be used as a permanent residential structure when the modules or modular components are transported to the permanent residential site and are erected or installed on a permanent foundation system. The term shall not mean or apply to (a) housing

constructed of sectional or penalized [panelized] systems not utilizing modular components; or (b) any ready-built home which is constructed so that the entire living area is contained in a single unit or section at a temporary location for the purpose of selling it and moving it to another location.

15.2.34 Light Load Vehicles (LLV) - A self-propelled vehicle having a Manufacturer's Recommended Gross Vehicle Weight not greater than 11,000 pounds, and having no more than two (2) axles, such as pickup trucks, vans, recreational vehicles, campers and other similar vehicles, but not including automobiles and motorcycles.

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

15.2.36 Lot, Corner - A lot abutting upon two (2) or more streets at their intersection or upon two (2) parts of the same street forming an interior angle of less than 135 degrees. A corner lot shall be deemed to front on that street on which it has its least dimension, unless otherwise specified by the Building Inspector.

15.2.37 Lot Coverage - The percentage of the total area of a lot occupied by the base (first story of [or] floor) of a building located on the lot or the area determined as the maximum cross-sectional area of the building.

15.2.38 Lot Line, Front - That boundary of a building lot which is the line of an existing or dedicated street. Upon corner lots either street line may be selected as the front lot line providing a front and rear yard are provided adjacent and opposite, respectively, to the front lot line.

15.2.39 Lot Line, Rear - That boundary of a building lot which is most distant from or is most nearly parallel to the front lot line.

15.2.40 Lot Line, Side - That boundary of a building lot which is not a front lot line or a rear lot line.

15.2.41 Lot Lines - The line bounding a lot as defined herein.

15.2.42 Lot or Building Site - Land occupied or to be occupied by a building and its accessory building, and including such open spaces as are required under this ordinance, and having its principal frontage upon a public street or officially approved place.

15.2.43 Lot Width - The width of a lot at the front building lines.

15.2.44 Main Building - The building or buildings on a lot which are occupied by the primary use.

15.2.45 Nonconforming Building or Use - A building, structure or use of land lawfully occupied at the time of the effective date of this ordinance or amendments thereto, and which does not conform to the use regulations of the district in which it is located.

15.2.46 Occupancy - The use or intended use of the land or buildings by proprietors or tenants.

15.2.47 Open Space - Area included in any side, rear or front yard or any unoccupied space on the lot that is open and unobstructed to the sky except for the ordinary projections of cornices, eaves, porches and plant material.

15.2.48 Open Storage - The storage of any equipment, machinery, commodities, raw, semi-finished materials, and building materials, not accessory to a residential use, which is visible from any point on the building lot line when viewed from ground level to six (6) feet above ground level, for more than 168 hours.

15.2.49 Planning and Zoning Commission - The duly appointed Planning and Zoning Commission of the Town of Poetry

15.2.50 Plat - A plan of a subdivision of land creating building lots or tracts and showing all essential dimensions and other information essential to comply with the subdivision standards of the Town of Poetry and subject to approval by the Planning and Zoning Commission.

15.2.51 Radio, Television and Microwave Towers - Structures supporting antenna for transmitting or receiving any portion of the radio spectrum but excluding noncommercial antenna installations for home use of radio or television.

15.2.52 Residence - Same as dwelling; when used with district, an area of residential regulations.

15.2.53 Residential District - Any zoning district included in this ordinance in which residential use constitutes the primary permitted use classification, including the SF-E district.

15.2.54 Room - A building or portion of a building which is arranged, occupied, or intended to be occupied as living or sleeping quarters, but not including toilet or cooking facilities.

15.2.55 Setback - The minimum horizontal distance between the front wall of any projection of the building, excluding steps and unenclosed porch and the side street.

15.2.56 Sign - An outdoor advertising device that is a structure, or that is attached to or painted on a building, or that is leaned against a structure for display on premises.

16.1 Declaration of Policy

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

- 16.1.1. To correct any error in the regulations or map.
- 16.1.2. To recognize changed or changing conditions or circumstances in a particular locality.
- 16.1.3. To recognize changes in technology, style of living, or manner of doing business.

16.2 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 the Zoning Ordinance and/or the zoning map any change in the classification or boundaries of the zoning districts may be ordered for consideration by the Town Council, 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.

16.3 Public Hearing and Notice

16.3.1 Upon filing of an application for an amendment to the zoning ordinance and map the Town Council shall hold a public hearing on said application.

16.3.2 Written notice of such hearings shall be 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 return receipt requested, to be given not less than ten (10) days before the date of such hearing. Also, the City Secretary shall have the property, lot or tract posted with a sign at least eighteen (18) by twenty-four (24) inches in size which shall state "Zoning change Requested for information call City Hall" and the telephone number shall be listed. Failure of owners to receive notice of hearing shall in no way affect the validity of the action taken.

16.4 Changes in Zoning Regulations

Amendments to the Zoning Ordinance not involving a particular property but involving change in the zoning regulations generally do not require notice to individual property owners. In such cases, notice of the required public hearing shall be given by publication in the official newspaper of the city, stating the time and location of the public hearing, which time shall not be earlier than fifteen (15) days from the date of such publication.

SECTION 17 PENALTY FOR VIOLATIONS

Any person or corporation violating any of the provisions of this ordinance shall upon conviction be fined a sum not to exceed two thousand dollars (\$2000.00) per day and each and every day that the provisions of this ordinance are violated shall constitute a separate and distinct offense. In addition to the said penalty provided for, the right is hereby conferred and extended upon any property owner owning property in any district where such property owner may be affected or invaded by a violation of the terms of the ordinance to bring suit in such court or courts having jurisdiction thereof and obtain such remedies as may be available at law and equity in the protection of the rights of such property owners.

SECTION 18 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 thereof other than the part so dedicated 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 19 EFFECTIVE DATE

This ordinance shall be effective upon the posting and/or publication of its caption as required by law and the City Secretary is hereby directed to implement such posting and/or publication.

APPENDIX 1

DISTRICT REGULATIONS

	AG	SF-E	SF	B-1
MAXIMUM HEIGHT (feet)	30	30	30	30
SIDE YARD WIDTH (feet)	35	35	35	25
REAR YARD (feet)	50	50	50	25
FRONT YARD (feet)	75	75	75	75
LOT AREA (square feet)	87,120	87,120	43,560	43,560
MINIMUM LOT WIDTH (feet)	200	200	150	75

MINIMUM LOT DEPTH (feet)	400	400	200	120
MAXIMUM LOT COVERAGE	15%	10%	10%	50%

NOTES TO APPENDIX 1

- a) The minimum residential lot area for the various districts shall be in accordance with the regulations for each district, except that a lot having less area than required which was an official “lot of record” at the time of the adoption of this ordinance may be used for a one-family dwelling.
- b) No lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirements set forth in the respective district.
- c) The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory buildings. Eaves and roof extensions or a porch without posts or columns may project into the required front yard for a distance not to exceed four (4) feet and subsurface structures, platforms, or slabs may not project into the front yard to a height greater than thirty (30) inches above the average grade of the yard.
- d) 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).
- e) Where a building line has been established by a plat approved by the Town Council or by ordinance and such line requires a greater or lesser front yard setback than is prescribed by this ordinance for the district in which the building line is located, the required front yard shall comply with the building line so established by such ordinance.
- 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 (2) acres or more.

Town Hall Site update 7/11/23	Budgeted Amount	Description	Expenses	Specified Donation	Net difference
Septic	\$ 2,500.00	Vicars	\$ 7,000.00	\$ 4,500.00	\$ -
ADA Ramp & Rails	\$ 1,500.00	\$1000 labor + \$982 wood+ \$300? Metal=	\$ 2,282.00	\$ 500.00	\$ 282.00
Tile installation	\$ 650.00	tile plus metal trim	\$ 950.00	\$ 225.00	\$ 75.00
Mirror/grab bars	\$ 73.80	Mirror with storage cabinet for center	\$ 219.00		\$ 145.20
& installation		not itemized	\$ 210.00		\$ 210.00
closet add-on	\$ 3,797.00	materials cost \$2266.79+ labor 1600	\$ 3,866.79		\$ 69.79
fixing gap	free			donated	
ADA soap dispenser	\$ 19.00	donated --amazon purchase		19	\$ (19.00)
Toilet paper dispenser	27.99	donated--amazon purchase		27.99	\$ (27.99)
labor to connect drains	\$ 499.00		\$ 499.00		\$ -
Painting of ADA parking lot	0	not itemized / reflective paint wait till Aug.	\$ 350.00		\$ 350.00
Installation of additional gutter	\$ -	not itemized	\$ 166.25		\$ 166.25
ADA sign		not itemized	\$ 13.84		\$ 13.84
Solar Lighted Signs	\$ 399.92	4 (GL23716BK) LED 80 inch for parking \$262.04 and 2 Doeslag 64 inch for ADA areas \$79.98			\$ (57.90)
flooring, vinyl & closet exp		not itemized 106.08 + 60.95	\$ 167.03		167.03
misc. bath base					\$ 1,374.22
Items still needed for move in:					
Stain needed once wood "cures"					
Paint needed for metal					
firm up temporary stairs					
Inspection					
		Budget "incidental amount"	\$ 1,383.29		
		(left over from budgeted amount)			\$9.07

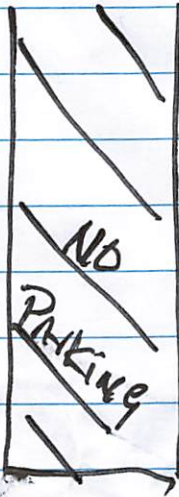
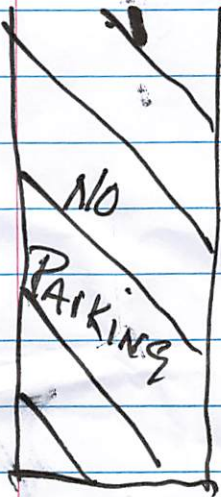
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\$ 350.00
NO TAX

Sun. Aug 13th

PARKING LOT CLEANING

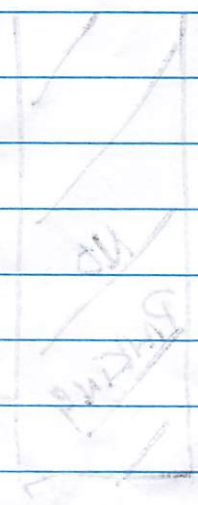
PAVEMENT STRIPING
AND PAINTING

STRIPES

BY MIKE

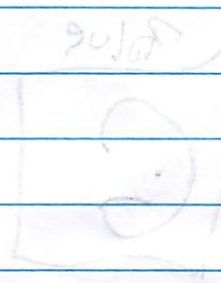
BRAD SPOON
214 681-9343

PRESSURE WASHING
STRIPESBYMIKE@YAHOO.COM

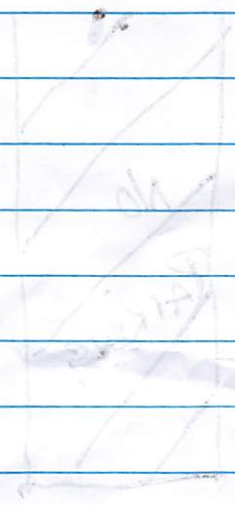
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**VOLUNTARY ANNEXATION AGREEMENT
TOWN OF POETRY, TEXAS**

STATE OF TEXAS §
 §
COUNTY OF HUNT/KAUFMAN §

THIS AGREEMENT is by and between the Town of Poetry, Texas, a Type A general law municipality of the State of Texas (the Town), and the persons whose signatures appear below (the Owners), and is effective on the last date of signing, shown below.

1. The Owners hold title to and are the owners of the property described in Exhibit A (the Property), which is incorporated as a part of this Agreement. There are no other owners of the Property. The Property is located within the extraterritorial jurisdiction of the Town.

2. The Town and the Owners have negotiated this Agreement voluntarily and without duress or coercion, and all parties have full capacity to enter into this Agreement.

3. The Town and the Owners agree that, should the Town's governing body exercise its legislative discretion to approve annexation, the Property will be annexed into the territorial and corporate limits of the Town, and will become a part of the Town for all purposes, upon the Town's completion of the annexation process required by law.

4. Upon the completion of the annexation process and the enactment of an ordinance annexing the Property, the Town shall provide to the Property and to the Owners the municipal services which the Town currently and in the future may provide to all other citizens. The inhabitants of the Property shall thereafter be citizens of the Town and shall inure and be entitled to all the rights and privileges of other citizens of the Town and shall be bound by the lawful acts and ordinances of the Town.

5. Immediately upon the completion of annexation proceedings (the effective date of an ordinance annexing the Property), the Town shall provide to the Owners and the Property all municipal services provided by the Town to other citizens and properties within the Town consisting of: street and road construction, operation, maintenance and repair; planning and zoning services; and, general government administration. The Town does not, as of the effective date of this Agreement, provide the following services: police, fire and ambulance services (which are provided by the county in which the Property is situated, either directly or through mutual aid agreements with other first responders), solid waste collection service (which is provided through individual agreements between residents and solid waste collection service providers, or water and sewer utility service. The Town shall, however, provide additional full municipal services to the Owners and the Property when and as additional services are provided by the Town.

6. The foregoing services will be provided by the Town at the same or comparable level as that provided in other areas of the Town. This Agreement does not, however, require a uniform

level of full municipal services to each area of the Town, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service.

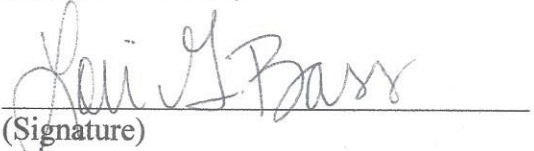
7. The Town agrees that its annexation of the Property shall in no way affect or limit any of the uses which may exist on the Property.

This Agreement is effective (the Effective Date) on the last date of signing shown below.

OWNERS:



(Signature)
Andreas D. Bass
(Type/Print Name)



(Signature)
Lori G. Bass
(Type/Print Name)

16750 CR 248
(Street Address)
Poetry, TX 75160

Date: 4/22/23

GEO ID 99 0444 0000 0200 02
WM Smith Tract 06 00
200 02 0.36 Acres
Property ID 215745

TOWN OF POETRY, TEXAS

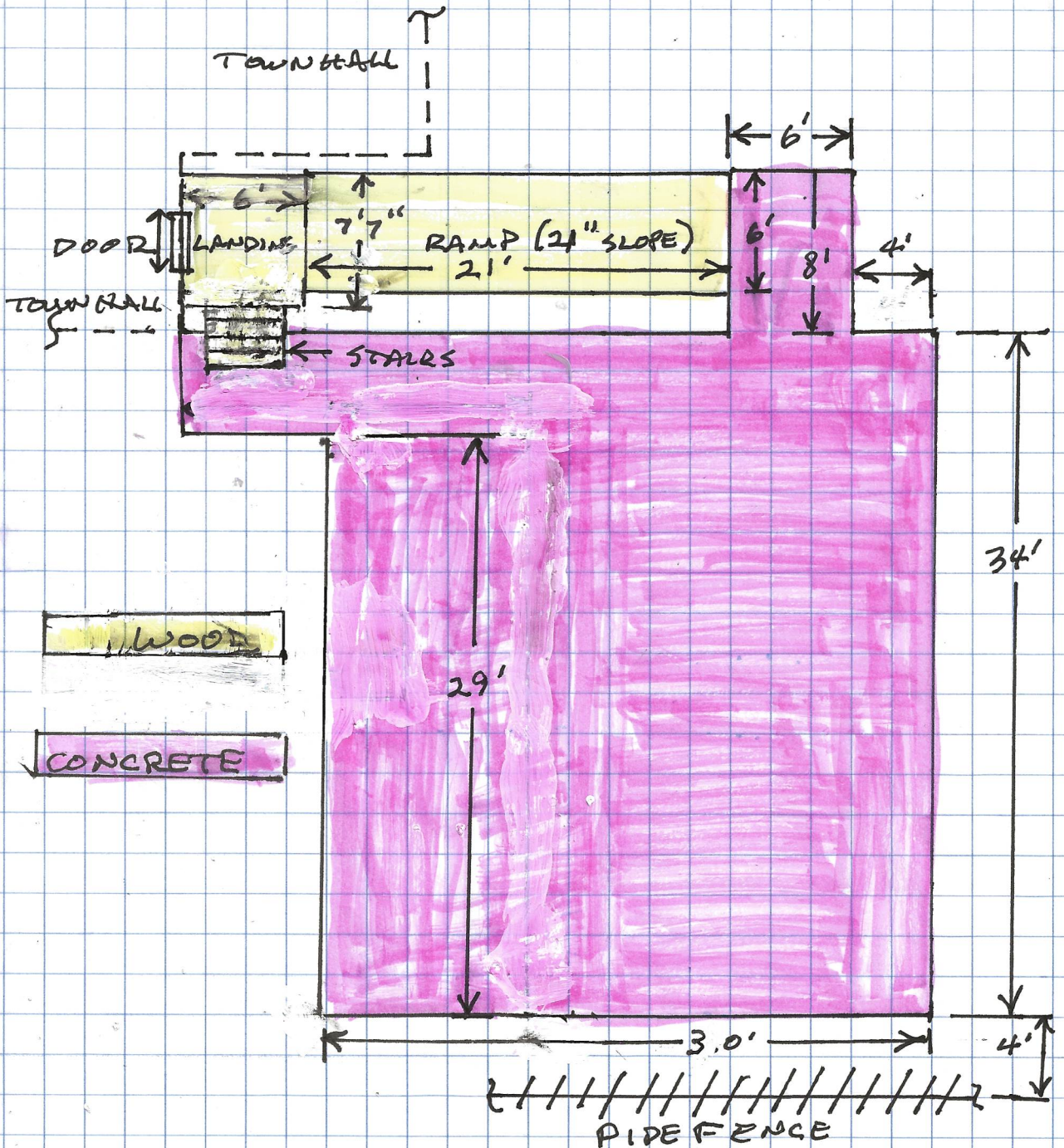
Tara Senkevetch, Mayor

Date: _____

ATTEST:

Town Secretary

TOP VIEW
POETRY TOWN HALL
RAMP / LANDING / STAIRS
AND PARKING AREA
JUNE 28, 2023



July __, 2023

Hon. Jakie Allen
County Judge, Kaufman County
1902 E. US Highway 175
Kaufman, Texas 75142

Re: Letter Agreement with Town of Poetry Amending Road Maintenance ILA

Dear Judge Allen:

This correspondence is intended to be an amendment that clarifies the Interlocal Agreement between Kaufman County, Texas, and the Town of Poetry, Texas. The Interlocal Agreement provides a method of compensation to the County for Road Projects performed within the Town.

The Interlocal Agreement describes Road Projects as “road maintenance, enhancements, repairs, tree trimming, mowing and right of way clearing, and other road related work.” This letter agreement acknowledges that the County and the Town both consider the term Road Projects to include the maintenance and repair of culverts and other drainage facilities that are located within the right-of-way boundaries of streets and roads that are covered by the Interlocal Agreement.

My signature below indicates the Town of Poetry’s consent to this letter agreement. If Kaufman County accepts the terms of this letter agreement, please sign below.

Sincerely,

Town of Poetry, Texas

By _____
Tara Senkevech, Mayor

Kaufman County

Attest:

By _____
Honorable Jakie Allen
Kaufman County Judge

Laura Hughes, County Clerk