

# DEVELOPMENT SERVICES

101 N HOUSTON  
KAUFMAN, TX 75142  
Phone: (469) 376-4127

**Permit #: 23-018**

Location: 5671 COUNTY ROAD 323, POETRY TX 75160

Phone: (214) 317-8128

Block: Lot: 390.04

Owner: TOWN OF POETRY,

Mailing address: 5671 COUNTY ROAD 323, POETRY TX 75160

The above site meets or exceeds the basic requirements established by the Agency. This LICENSE TO OPERATE this facility is hereby granted to the owner. The license shall be in force and continue in force until such time as the licensing authority, pursuant to orders of the Commissioners Court, notifies the licensee requiring reinspection and relicensing.

## SPECIAL REQUIREMENTS AND CONDITIONS:

Even though a private sewage facility system has been properly designed and constructed, satisfactory performance cannot be guaranteed because of the many variables involved. Landscaping, as well as other types of maintenance, is vital in order for an on-site sewage facility to operate properly. The ultimate responsibility rests on the private sewage facility user. Issuance of this license shall not create liability on the part of Kaufman County, the Designated Representative, or any officer or employee of Kaufman County in the event of any problems in the system.

A properly designed on-site sewage facility, properly constructed in a suitable soil, can malfunction if the amount of wastewater is not controlled. It will be the responsibility of the owner to maintain and operate the facility in a satisfactory manner. The proper performance of an on-site sewage facility cannot be guaranteed even though all provisions of State and local standards have been met. Inspection and licensing of an on-site sewage facility by the licensing authority shall indicate only that facility meets minimum requirements and does not relieve the owner of the property from complying with the County, State and Federal regulations. On-site sewage facilities, although approved as meeting minimum standards, must be upgraded by the owner, at the owner's expense, if the owner's operation of the facility results in objectionable odors, if unsanitary conditions are created, if pollution or nuisance conditions are threatened to occur, or if the facility when used does not comply with governmental regulations. Aerobic treatment units in conjunction with drip emitter or surface irrigation disposal requires continuing maintenance. The homeowner is required to have at all times an ongoing maintenance agreement with a valid maintenance company or maintain the system personally as required by the Kaufman County OSSF Court Order. It is the homeowner's responsibility to make sure the aerobic system is disinfected at all times. The homeowner must also be aware that routine inspections of their aerobic system are required by the maintenance company. The area to be irrigated on surface irrigation systems, must have vegetative cover at all times or be seeded or sodded prior to start up of the system. At no time should any effluent be sprayed on bare ground or food crops.

This system has been inspected and has been installed as designed.

Designed by: JAMES ADAMS R.S./P.E., Cert. # 4298

Installed by: Billy Vickers III OSSF # 050038131

Inspected by: Kateyn Hill  
Kaufman County Designated Representative - OSSF # \_\_\_\_\_

Aerator Serial #: 1806 Manufactured Home Serial #: \_\_\_\_\_

System approved and License issued this date: 5/8/2023

Sara Sencova  
Agency Official

5/9/23  
Date



# *Inauguration* *Ceremony*

**Thursday, May 18**

Poetry Town Hall  
5671 CR 323 • Poetry, TX 75160

*Join us at the swearing in ceremony of the  
Town of Poetry's second Town Council*

**7:00 pm**

Pledge of Allegiance

**7:05 pm**

Historical Sketch of Poetry

*Dr. Anne Horan*

**7:10 pm**

Music

**7:25 pm**

Plaque Presentation to Outgoing Brian Vinson

*Plaque donated by Two Guys Laser Engraving*

**7:30 pm**

Swearing in of the 2023–2025 Term Mayor & Town Council

*Performed by City Secretary & Notary Jana Shelton*

**7:45 pm**

Closing Prayer

*Pastor Kevin Kelly*

**Tiger Ice refreshments available for purchase**

**Nichols, Jackson, Dillard, Hager & Smith L.L.P.**

500 N Akard St.  
Suite 1800  
Dallas, TX 75201 USA

Telephone: 214-965-9900 Fax:

TOWN OF POETRY  
TX USA

As at May 11, 2023  
Interest Charge To May 11, 2023

RE: General Legal Services

Bill Date	Matter #	Inv #	Billed	Interest	Paid	Due	Rate	Aging
Mar -31-23	3089.000	44754	195.00	0.00	195.00	0.00	0.00%	<=60 days
Apr -30-23	3089.000	45132	780.00	0.00	0.00	780.00	0.00%	<=30 days
Totals			\$975.00	\$0.00	\$195.00	\$780.00		

**Balance Due and Owing \$780.00**

**ACTIVITY**

Date	Matter #	Inv #	Details	Amount
Mar-31-23	3089.000	44319	Town of Poetry pmt ck # 1324	828.75
Mar-31-23	3089.000	44319	Town of Poetry pmt ck # 1324	1.99
May-03-23	3089.000	44754	Town of Poetry pmt ck # 1336	195.00

**Cumulative Results Report**

**Hunt County, Texas**

**Unofficial Results**

ELECTION DAY

Jurisdiction Election

Ballots Cast

2263

Run Time 7:04 PM

5/6/2023

Polling Places Reporting

3 of 14 = 21.43%

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**Mayor, City of Caddo Mills - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Chris Davies		0	0.00%	214	100.00%	0	0.00%	214	100.00%
	Cast Votes:	0	0.00%	214	100.00%	0	0.00%	214	100.00%
	Undervotes:	0		47		0		47	
	Overvotes:	0		0		0		0	

**City Council, City of Caddo Mills, Unexpired Term - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Shawn Bentley		0	0.00%	217	100.00%	0	0.00%	217	100.00%
	Cast Votes:	0	0.00%	217	100.00%	0	0.00%	217	100.00%
	Undervotes:	0		44		0		44	
	Overvotes:	0		0		0		0	

**City Council, City of Caddo Mills, Full Term - Vote for None, One or Two**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Wally Leto		0	0.00%	14	3.80%	0	0.00%	14	3.80%
Jerrit Judie		0	0.00%	11	2.99%	0	0.00%	11	2.99%
Lori Howell		0	0.00%	125	33.97%	0	0.00%	125	33.97%
Emily Delia		0	0.00%	44	11.96%	0	0.00%	44	11.96%
Michael Reid		0	0.00%	23	6.25%	0	0.00%	23	6.25%
Shereen Ellis		0	0.00%	8	2.17%	0	0.00%	8	2.17%
Noah Harnick		0	0.00%	7	1.90%	0	0.00%	7	1.90%
Justin Poppelreiter		0	0.00%	103	27.99%	0	0.00%	103	27.99%
Michelle Butler		0	0.00%	33	8.97%	0	0.00%	33	8.97%
	Cast Votes:	0	0.00%	368	100.00%	0	0.00%	368	100.00%
	Undervotes:	0		154		0		154	
	Overvotes:	0		0		0		0	

**City of Caddo Mills Proposition A - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	184	72.16%	0	0.00%	184	72.16%
AGAINST		0	0.00%	71	27.84%	0	0.00%	71	27.84%
	Cast Votes:	0	0.00%	255	100.00%	0	0.00%	255	100.00%
	Undervotes:	0		6		0		6	
	Overvotes:	0		0		0		0	



**Cumulative Results Report**

**Hunt County, Texas**

**Unofficial Results**

ELECTION DAY

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Ballots Cast

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Polling Places Reporting

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**Mayor, City of Celeste, 2 Year Term - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Shaunna Cole		0	0.00%	2	100.00%	0	0.00%	2	100.00%
	Cast Votes:	0	0.00%	2	100.00%	0	0.00%	2	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

**City Council, City of Celeste, 2 Year Term - Vote for None, One or Two**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Kolton Phillips		0	0.00%	1	25.00%	0	0.00%	1	25.00%
Kimetha Lyday		0	0.00%	1	25.00%	0	0.00%	1	25.00%
Tyler LaFavers		0	0.00%	2	50.00%	0	0.00%	2	50.00%
	Cast Votes:	0	0.00%	4	100.00%	0	0.00%	4	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

**City Council, City of Greenville, Place 3 - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Philip R. Spencer		1	50.00%	54	72.97%	0	0.00%	55	72.37%
Kristen Ciara Washington		1	50.00%	20	27.03%	0	0.00%	21	27.63%
	Cast Votes:	2	100.00%	74	100.00%	0	0.00%	76	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

**City Council, City of Hawk Cove, Place 1 - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Rebecca Bernardi		0	0.00%	9	69.23%	0	0.00%	9	69.23%
Stephanie Bishop		0	0.00%	4	30.77%	0	0.00%	4	30.77%
	Cast Votes:	0	0.00%	13	100.00%	0	0.00%	13	100.00%
	Undervotes:	0		0		0		0	
	Overvotes:	0		0		0		0	

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**City Council, City of Hawk Cove, Place 3 - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Roger Vance		0	0.00%	4	30.77%	0	0.00%	4	30.77%
Mark Beatte		0	0.00%	9	69.23%	0	0.00%	9	69.23%
Cast Votes:		0	0.00%	13	100.00%	0	0.00%	13	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**City Council, City of Hawk Cove, Place 5 - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Amanda Adkins		0	0.00%	4	30.77%	0	0.00%	4	30.77%
Dotty Spence		0	0.00%	9	69.23%	0	0.00%	9	69.23%
Cast Votes:		0	0.00%	13	100.00%	0	0.00%	13	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**City of Lone Oak Proposition A - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	0	0.00%	0	0.00%	0	0.00%
AGAINST		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**Mayor, Town of Poetry - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Tara Senkevech		8	100.00%	41	51.25%	0	0.00%	49	55.68%
Haley Dennis		0	0.00%	39	48.75%	0	0.00%	39	44.32%
Cast Votes:		8	100.00%	80	100.00%	0	0.00%	88	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

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**Council Member, Town of Poetry - Vote for None, One, Two, Three, Four or Five**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Chad West		0	0.00%	41	11.36%	0	0.00%	41	10.25%
Jonathan Blake		5	12.82%	37	10.25%	0	0.00%	42	10.50%
Mike Jaffe		8	20.51%	63	17.45%	0	0.00%	71	17.75%
Ivy Campbell		8	20.51%	38	10.53%	0	0.00%	46	11.50%
Jennifer McFarlane		0	0.00%	17	4.71%	0	0.00%	17	4.25%
Patrick Smith		0	0.00%	35	9.70%	0	0.00%	35	8.75%
Terry Fowler		2	5.13%	48	13.30%	0	0.00%	50	12.50%
Tom Anderson		8	20.51%	41	11.36%	0	0.00%	49	12.25%
Simeon White		8	20.51%	41	11.36%	0	0.00%	49	12.25%
Cast Votes:		39	100.00%	361	100.00%	0	0.00%	400	100.00%
Undervotes:		1		39		0		40	
Overvotes:		0		0		0		0	

**Mayor, City of Union Valley - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Craig Waskow		0	0.00%	6	100.00%	0	0.00%	6	100.00%
Cast Votes:		0	0.00%	6	100.00%	0	0.00%	6	100.00%
Undervotes:		0		2		0		2	
Overvotes:		0		0		0		0	

**Commissioner, City of Union Valley - Vote for None, One or Two**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Alan Atwood		0	0.00%	1	10.00%	0	0.00%	1	10.00%
Therasa Curtis		0	0.00%	7	70.00%	0	0.00%	7	70.00%
David Kelton Fluker		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Dianna Lawhorn		0	0.00%	2	20.00%	0	0.00%	2	20.00%
Cast Votes:		0	0.00%	10	100.00%	0	0.00%	10	100.00%
Undervotes:		0		6		0		6	
Overvotes:		0		0		0		0	

**Mayor, City of Wolfe City, 2 Year Term - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jamie Malone Moore		1	100.00%	7	100.00%	0	0.00%	8	100.00%
Cast Votes:		1	100.00%	7	100.00%	0	0.00%	8	100.00%
Undervotes:		0		1		0		1	
Overvotes:		0		0		0		0	



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**City Council, City of Wolfe City, Full Term - Vote for None, One or Two**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Amy Pickering		0	0.00%	4	36.36%	0	0.00%	4	30.77%
Deana Williams		1	50.00%	4	36.36%	0	0.00%	5	38.46%
Cassie Laverty		1	50.00%	3	27.27%	0	0.00%	4	30.77%
Cast Votes:		2	100.00%	11	100.00%	0	0.00%	13	100.00%
Undervotes:		0		5		0		5	
Overvotes:		0		0		0		0	

**Caddo Mills ISD Trustee - Vote for None, One or Two**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Courtney Melton		0	0.00%	177	12.24%	0	0.00%	177	12.20%
Kevin Mosher		2	40.00%	312	21.58%	0	0.00%	314	21.64%
Jay Thomason		1	20.00%	133	9.20%	0	0.00%	134	9.24%
Nanette Mulkey		2	40.00%	499	34.51%	0	0.00%	501	34.53%
Rueben Terry		0	0.00%	325	22.48%	0	0.00%	325	22.40%
Cast Votes:		5	100.00%	1,446	100.00%	0	0.00%	1,451	100.00%
Undervotes:		1		408		0		409	
Overvotes:		0		1		0		1	

**Caddo Mills Independent School District Proposition A - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	66.67%	697	75.27%	0	0.00%	699	75.24%
AGAINST		1	33.33%	229	24.73%	0	0.00%	230	24.76%
Cast Votes:		3	100.00%	926	100.00%	0	0.00%	929	100.00%
Undervotes:		0		2		0		2	
Overvotes:		0		0		0		0	

**Caddo Mills Independent School District Proposition B - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		2	66.67%	654	70.86%	0	0.00%	656	70.84%
AGAINST		1	33.33%	269	29.14%	0	0.00%	270	29.16%
Cast Votes:		3	100.00%	923	100.00%	0	0.00%	926	100.00%
Undervotes:		0		5		0		5	
Overvotes:		0		0		0		0	



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**Campbell Independent School District Proposition A - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		0	0.00%	20	27.03%	0	0.00%	20	25.00%
AGAINST		6	100.00%	54	72.97%	0	0.00%	60	75.00%
Cast Votes:		6	100.00%	74	100.00%	0	0.00%	80	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**Community ISD Trustee, Place 4, 4 Year Term - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Marc Stanfield		0	0.00%	4	100.00%	0	0.00%	4	100.00%
Cast Votes:		0	0.00%	4	100.00%	0	0.00%	4	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**Community ISD Trustee, Place 5, 4 Year Term - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Jana Hunter		0	0.00%	4	100.00%	0	0.00%	4	100.00%
Cast Votes:		0	0.00%	4	100.00%	0	0.00%	4	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**Community ISD Trustee, Place 6, 4 Year Term - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Sean Walker		0	0.00%	4	100.00%	0	0.00%	4	100.00%
Shana Turney		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	4	100.00%	0	0.00%	4	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**Community ISD Trustee, Place 7, 4 Year Term - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Randy McCuiston		0	0.00%	4	100.00%	0	0.00%	4	100.00%
Deborah Anderson		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	4	100.00%	0	0.00%	4	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

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**Greenville ISD Trustee, District 2 - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Trena Stafford		0	0.00%	40	42.55%	0	0.00%	40	41.67%
Anji Taylor		2	100.00%	54	57.45%	0	0.00%	56	58.33%
Cast Votes:		2	100.00%	94	100.00%	0	0.00%	96	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**Quinlan Independent School District Proposition A - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
FOR		4	66.67%	488	74.39%	0	0.00%	492	74.32%
AGAINST		2	33.33%	168	25.61%	0	0.00%	170	25.68%
Cast Votes:		6	100.00%	656	100.00%	0	0.00%	662	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**Wolfe City ISD Trustee - Vote for None, One or Two**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Chester Adams		0	0.00%	14	41.18%	0	0.00%	14	41.18%
Brad Moore		0	0.00%	3	8.82%	0	0.00%	3	8.82%
Charmayne Cherry-Scott		0	0.00%	13	38.24%	0	0.00%	13	38.24%
Reneé Staley		0	0.00%	4	11.76%	0	0.00%	4	11.76%
Cast Votes:		0	0.00%	34	100.00%	0	0.00%	34	100.00%
Undervotes:		2		6		0		8	
Overvotes:		0		0		0		0	

**Director, Caddo Basin SUD - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Tommy Ellison		1	50.00%	138	42.46%	0	0.00%	139	42.51%
Gene Martin		1	50.00%	187	57.54%	0	0.00%	188	57.49%
Cast Votes:		2	100.00%	325	100.00%	0	0.00%	327	100.00%
Undervotes:		0		16		0		16	
Overvotes:		0		0		0		0	

\*\*\* End of report \*\*\*

**TOWN OF POETRY****Hunt County, Texas****Unofficial Results**

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**Mayor, Town of Poetry - Vote for None or One**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Tara Senkevech		8	100.00%	41	51.25%	159	50.64%	208	51.74%
Haley Dennis		0	0.00%	39	48.75%	155	49.36%	194	48.26%
Cast Votes:		8	100.00%	80	100.00%	314	100.00%	402	100.00%
Undervotes:		0		0		1		1	
Overvotes:		0		0		1		1	

**Council Member, Town of Poetry - Vote for None, One, Two, Three, Four or Five**

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Chad West		0	0.00%	41	11.36%	147	10.57%	188	10.50%
Jonathan Blake		5	12.82%	37	10.25%	145	10.42%	187	10.44%
Mike Jaffe		8	20.51%	63	17.45%	242	17.40%	313	17.48%
Ivy Campbell		8	20.51%	38	10.53%	137	9.85%	183	10.22%
Jennifer McFarlane		0	0.00%	17	4.71%	84	6.04%	101	5.64%
Patrick Smith		0	0.00%	35	9.70%	149	10.71%	184	10.27%
Terry Fowler		2	5.13%	48	13.30%	182	13.08%	232	12.95%
Tom Anderson		8	20.51%	41	11.36%	155	11.14%	204	11.39%
Simeon White		8	20.51%	41	11.36%	150	10.78%	199	11.11%
Cast Votes:		39	100.00%	361	100.00%	1,391	100.00%	1,791	100.00%
Undervotes:		1		39		189		229	
Overvotes:		0		0		0		0	

\*\*\* End of report \*\*\*



## Cyber Liability and Data Breach Response Declarations of Coverage

Member Name: Poetry  
 Member ID: 3317  
 Effective Date: 05/28/2023  
 Anniversary Date: 05/28/2024  
 Retroactive Date: 05/28/2021

	Aggregate Limit	Retention <i>Each claim or loss</i>
<b>Tower I Aggregate Limit of Liability</b>	<b>\$2,000,000</b>	
Information Security and Privacy Liability Aggregate Limit and Website Media Content Liability Aggregate Limit	\$2,000,000	\$0
<b>Tower II Aggregate Limit of Liability &amp; Coverage</b>	<b>\$250,000</b>	
Aggregate Limit: All Damages, Expenses, Loss and Costs		
Regulatory Defense and Penalties Aggregate Sublimit	\$75,000	\$5,000
PCI Fines, Expenses and Costs Aggregate Sublimit	\$25,000	\$5,000
Cyber Extortion Aggregate Sublimit	\$50,000	\$5,000
First Party Data Protection Aggregate Sublimit	\$50,000	\$5,000
First Party Network Business Interruption Aggregate Sublimit	\$50,000	\$5,000*
*The retention shall be the greater of: the amount of "Business Interruption Loss" during the 12 hour "waiting period" or the retention specified in the Declarations		
eCrime		
Fraudulent Instruction Aggregate Sublimit	\$50,000	\$5,000
Electronic Crime Aggregate Sublimit	\$50,000	\$5,000
Telecommunications Fraud Aggregate Sublimit	\$50,000	\$5,000
<b>Tower III Maximum Notified Individuals Aggregate Limit of Coverage</b>	<b>25,000</b>	
Notified Individuals Aggregate Limit	25,000	0 Notified Individuals
<b>Tower IV Aggregate Limit of Coverage</b>	<b>\$75,000</b>	
Breach Response: Legal Services, Computer Expert Services, Public Relations & Crisis Management Expenses Aggregate Limit	\$75,000	\$0
<b>Billable Contribution:</b>		<b>\$247.24</b>



I=Inspected

NI=Not Inspected

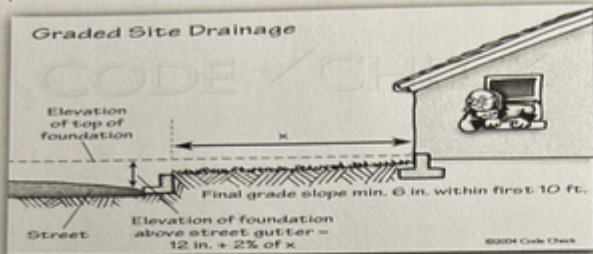
NP=Not Present

D=Deficient

NI NP D

observed by this inspector on the date and time of inspection are noted below:

Foundation does not have positive grading. The drainage strategy of the foundation is important. Expansive soils can be very destructive to the foundation if the moisture content of the perimeter varies. Some improvement should be made to the grading of the yard.



TL - The inspector is not required to: (A) inspect flatwork or detention / retention pond (except as related to slope and drainage); (B) determine area hydrology or the presence or underground water; (C) or determine the efficiency or performance of underground or surface drainage systems.

C. Roof Covering Materials

Type of Roof Covering: Composition

Viewed From: Walked the Roof

Type of Roof Decking: OSB

Visible Evidence of Water Penetration:  Yes  No

Visible Evidence of Previous Repairs:  Yes  No

This structure has a 20-25 year Composition type roof covering and is estimated to be in the bottom third of its life. The roof was inspected Walked the Roof The roof fasteners appear to be installed and fastened properly.

The roof covering materials appeared to be in Poor condition on the day of the inspection.

The following observations, deficiencies, and exceptions, if any, associated with the roof covering materials that were observed by this inspector on the date and time of inspection are noted below:

Whenever curled / damaged, or missing shingles are detected, we must mention them in our report. We recommend consulting a qualified roofing contractor so a corrective course of action can be evaluated before closing.

This is a personal, private and confidential report prepared exclusively for Tom Anderson by Scott Kelly TREC# 20103 © East Texas Home Inspections Phone # and is not to be distributed to anyone without first obtaining writing permission from both Tom Anderson and East Texas Home Inspections



I=Inspected  
NI NP D

NI=Not Inspected

NP=Not Present

D=Deficient



The roofing is nearing the end of its life cycle. Minor repairs are recommended in the short term to maintain the weather tightness of the roof. Damaged or missing roofing material should be repaired. All roof penetrations should be examined and sealed as necessary.

BN - The performance of this roof is subjective and is sometimes difficult for two individuals to agree on the life of a roof. Consulting a qualified roofing specialist may help you to better understand the roof conditions. Asking your roof specialist to create a roof maintenance schedule for your roof will assist in minimizing your overall expense.

BN - The inspection does not in any way guarantee the insurability of the roof. Prior to closing, consulting your insurance company may assist you to better understand the roof conditions and determine if the insurance company will agree with the age and condition of the roof.

TL - The inspector is not required to: (A) inspect the roof from the roof level if, in the inspector's reasonable judgment, the inspector: (i) cannot safely reach or stay on the roof; or (ii) significant damage to the roof covering materials may result from walking on the roof; (B) determine: (i) the remaining life expectancy of the roof covering; or (ii) the number of layers of roof covering material; (C) identify latent hail damage; (D) exhaustively examine all fasteners and adhesion, or (E) provide an exhaustive list of locations of deficiency and water penetrations.

**D. Roof Structures and Attics**

*Viewed From: Walking Attic (partially, due to no safe passageway in all areas)*

*Approximate Average Depth of Insulation: No Insulation Found*

*Approximate Average Thickness of Vertical Insulation: No Insulation Found*

*Insulation Type: No Insulation In Place*

*Description of Roof Structure: Rafter Assembly*

*Attic Access Location: Hallway*

*Attic Accessibility: Partially*

*Description of Attic Ventilation: No Ventilation Present*

In my opinion the roof structure and attic appeared to be in Fair condition on the day of the inspection.

The following observations, deficiencies, and exceptions, if any, associated with the roof structure and attic that were

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★ Mayor Town of Poetry (Vote For 1)



↪ Share

[View Contest Detail ↪](#)

★ Member of Council Town of Poetry (Vote For 5)





## ALL CURRENT RESULTS

MY FAVORITE RACES ★ (0)

TURNOUT

### ★ Mayor Town of Poetry (Vote For 1)



 Tara Senkevech	58.17%	89
 Haley Dennis	41.83%	64
		153

[Share](#)

[View Contest Detail](#)

### ★ Member of Council Town of Poetry (Vote For 5)



 Chad West	9.55%	64
 Jonathan Blake	11.19%	75
 Mike Jaffe	17.01%	114
 Ivy Campbell	10.90%	73
 Jennifer McFarlane	5.67%	38
 Patrick Smith	8.81%	59
 Terry Fowler	12.54%	84
 Tom Anderson	11.94%	80
 Simeon White	12.39%	83
		670





## 5/01/23 REGISTERED SOLID WASTE VENDORS FOR TOWN OF POETRY

[ Signed contract; proof of insurance, proof of TCEQ dumpsite, proof of truck weights, annual fee, franchise fees to the Town]

AWT Sanitations	903-573-2796	<a href="mailto:awtsanitations@yahoo.com">awtsanitations@yahoo.com</a>	[polycarts, dumpsters & roll-offs]
CRS	972-342-7639	<a href="mailto:crstrash12@gmail.com">crstrash12@gmail.com</a>	[polycarts, rear load dumpsters]
Card Recycling	214-551-9079	<a href="mailto:jasonreed289@gmail.com">jasonreed289@gmail.com</a>	[polycarts]
	501-607-9193	Dustin or Jessica	
Texas Contractor Roll Offs	469-576-5162	Kevin Potts	[Roll off dumpsters only]
Titan	972-564-2800	<a href="mailto:titanwaste@att.net">titanwaste@att.net</a>	[polycarts, dumpsters & roll-offs]



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

**BE IT REMEMBERED THAT ON THIS DAY OF THE 27<sup>th</sup> of April 2023** at 6:30 pm, the Town Council of Poetry, Texas, held a Special Council Meeting at 11214 FM 1565 Poetry, Texas, 75160 with the following present:

Mayor Tara Senkevech  
Councilmember Tom Anderson  
Councilmember Mike Jaffe

Councilmember Simeon White  
Councilmember Terry Fowler  
Councilmember Brian Vinson

**a) Call Town Council to order**

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

**b) Roll call to confirm quorum**

**Volunteer Evie Harper** confirmed all Councilmembers were present.

**c) Pledge of allegiance**

**d) Invocation**

**Councilmember White** led the Pledge of Allegiance and Invocation.

**e) CITIZEN COMMENTS:**

**f) Items of Community Interest**

**Mayor Senkevech** thanked Card and Titan Waste for donating the dumpsters for the Town Spring Clean-up day. Mayor Senkevech also thanked the volunteers that helped that day including Councilmember Brian Vinson, Citizens Paula Waugh, Tanya Pollack, Jonathan Blake and all others that volunteered.

**g) Reports**

**1. Financial Reports - March End 2023**

**Budget vs. Actual - End of Q2 Midyear Report**

**Mayor Senkevech** reviewed the March End report with the Council. **Mayor Senkevech** also reviewed the Budget vs. Actual which reflected the Town was over on projected revenues and under on projected expenses. Mayor Senkevech stated that the Council did a good job on projected budget numbers.

**2. Election report submitted by Secretary Shelton, reported by Evie Harper.**

**Vounteer Evie Harper**, read the report by Town Secretary, Jana Shelton. Councilmember Jaffe corrected the Memo stating April 28<sup>th</sup> is Friday not Wednesday. Councilmember Jaffe also stated the town calendar on the website reflects Early voting goes through May 6, 2023 and should reflect May 2, 2023.

**3. Secretary's Report also submitted by Secretary Shelton, reported by Evie Harper.**

Volunteer Evie Harper, read Secretary Shelton's Secretary's report.

**4. Oncor Letter – Mayor's statement from the online forum.**

**Mayor Senkevech** stated that she had received a letter from Cindy Tayem at Oncor stated Oncor will not seek reimbursement from the Town of Poetry for the miscoding of accounts on Oncors records. The accounts have been corrected and should be reflected in June's payment.

**5. Postmaster Letter – Preferred Last Line – Councilmember Vinson**

**Councilmember Vinson** stated that the Town of Poetry had received a letter from the Postmaster that stated the Town would not have their own zip code but the name of the the Town of Poetry will be associated with 75160 when it is searched on the web.

**6. Comptroller Letter – Councilmember Vinson**

**Councilmember Vinson** stated the Town of Poetry received a letter from the Texas Comptroller's office welcoming Poetry into the "Sales Tax World". The letter explains that the sales tax is not associated with a Town's zip code but is based on where the purchase occurs. The Comptroller's office is responsible for assigning sales tax to a town based software that is used to perform that calculation.



**h) Consent Agenda**

**1. Correct Minutes from January 23, 2023 Meeting**

**Mayor Senkevech** stated that a correction was made on Page 2, Item 2, to strike “Rules of Procedure” after the word “memo”. Councilmember Fowler also corrected on the last page the reference to “State Bat of Texas” should say the “State Bar of Texas”.

**Councilmember Fowler** made a motion to approve Minutes with the stated corrections. **Councilmember Vinson** seconded the motion. The motion carried with a 5-0 vote of the Council.

**2. Minutes from March 21, 2023 Regular Meeting**

**Councilmember Jaffe** made a motion to move item 2 from the Consent Agenda to Item 1a of the Regular Agenda. Seconded by **Councilmember White**. The motion passed unanimously.

**i) Regular Agenda:**

**Executive Session: In accordance with Texas Local Government Code Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:**

- 1. Texas Government Code 551.071, Consultation with Attorney, to conduct a private consultation with its attorney on a matter in which duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflict with this chapter: Employee matters and 1099 vs. W-2 for secretary/s.**
- 2. Reconvene into Open Session and take action, if any, on matters discussed in the Executive Session.**

**Mayor Senkevech** reconvene the meeting at 7:36 p.m.

**Councilmember Jaffe** recapped the Executive Session by stating two Items were discussed. First was the exit Interviews that were requested by previous secretaries. One response was received and discussed. The Deputy Town Secretary was present to clear up any misunderstanding from the Exit Interview

response regarding the financials. **Councilmember Jaffe** stated he thought it was a good process to go through.

**Councilmember Jaffe** stated the second topic discussed was the option to pay the Town Secretaries with W-2s or 1099s. **Councilmember Jaffe** stated after discussion of the Council it was decided to use W-2 for employees.

**3. Discuss and take action considering an RFQ for contractual engineer as needed for the town.**

**Mayor Senkevech** explained to the Council Section 2254 of the Government Code that states Municipalities must go through a "Request for Qualifications" (RFQ) in order to select an Engineer. The Council discussed the reasons for the need for an Engineer for the Town. **Mayor Senkevech** stated once they received the qualifications then you select from the Engineers that have responded to the RFQ.

**Mayor Senkevech** will continue to create the RFQ and bring back to the Council.

**Citizen Robin Followill** spoke to the Council stating that the Council needs to adopt Building Codes and implement fees as guidance for the new Engineer.

**Citizen Tracie Hibbs** spoke to the Council about previously mentioning the need for a government vendor list.

No action was taken on this item.

**4. Discuss and take action on Voluntary Annexation Agreement with Lori and Andy Bass authorizing commencement of proceedings for property located at 16750 CR 248.**

**Mayor Senkevech** stated Lori and Andy Bass have requested annexation for a sliver of their property that was not in the Town limits. An annexation agreement was prepared by the Town Attorney. After Council discussion of the Council it was decided questions and clarification are needed on the agreement. No Action was taken on the item.

**5. Discuss and take action on CM Vinson’s Ordinance preventing Ad Valorem Tax in Poetry.**

**Councilmember Vinson** spoke to the Council explaining the Ordinance preventing Ad Valorem Tax includes certain detailed procedures before the Town can implement property taxes. This document has been discussed on the Public Forum.

**Councilmember White** also added verbiage that would make it difficult to implement property taxes for the Town. His verbiage included the approval of a supermajority vote of the Council to pass an Ordinance implementing property tax.

**Citizen Glen Struas** spoke to the Council stating he lived in California where the property tax was low and the infrastructure was in bad shape due to little or no property tax.

**Citizen Shelley Smith** asked that mail outs be added to the notification process.

The Council noted the edits that need to be added to the document. The document will be placed on the Public Forum with edits for review.

A motion was made by **Mayor Pro Tem Anderson** and seconded by **Councilmember Jaffe** to table until the next meeting. The Council voted unanimously to pass the motion

**6. Discuss and take action on CM White’s letter to Mayors and CM of Hunt County Cities urging them to consider a Resolution opposing the formation of Special Use Districts by developers.**

**Mayor Senkevech** explained **Councilmember White** had composed a letter to the Hunt County Judge, Commissioners, and Mayor and Councils that would request Hunt County pass a similar Resolution like the one signed with Kaufman County against developing Special District and MUDS.

The Council held discussion on edits that might be added to the document. The Council also determined that the letter should come from the Town of Poetry and not one individual.

**Councilmember White** stated that he will make suggested edits to the document and place on the Public Forum for review.

No action was taken on this item.

**7. Discuss and take action on two-year Interlocal Agreement with Kaufman County for Roads.**

**Mayor Senkevech** stated this is the agreement that needed to be renewed before the Town of Poetry can negotiate further on road repairs from Kaufman County. The contract is for two years instead of the previous one year contract with an automatic renewal.

**Mayor Pro Tem Anderson** made a motion to approve the two-year Interlocal Agreement. **Councilmember Vinson** seconded the motion. The motion carried with a 4-1 vote, **Councilmember Fowler** voting against the motion.

**8. Discuss and take action on payment of legal bill for March of \$195.00.**

**Mayor Pro Tem Anderson** made a motion to approve the legal bill for March of \$195.00. **Councilmember Fowler** seconded the motion. The motion was carried with a full vote of the Council.

**9. Discuss and take action on annual TML membership of 788.00.**

**Mayor Senkevech** stated that TML offers insurance, legal help, and training for employees and councilmembers.

**Mayor Pro Tem Anderson** made a motion to approve the TML annual membership of \$788.00. **Councilmember Fowler** seconded the motion. The motion carried with a unanimous vote for the Council.

**10. Discuss and take action on Kaufman County Project Sheet 04 for roads CR247, CR 249, Gate Lane, Four Post Lane, and Green Meadows Lane for \$3280.00.**

**Councilmember Vinson** stated that an Oil/Rock mixture was used on CR 323. **Mayor Senkevech** explained that she observed the work being done that day.



**Mayor Senkevech** stated the supervisor was using a one man machine with oil/mix/sand mixture. The supervisor stated that they were short staffed. Discussions were held by the Council regarding the materials used by Kaufman County.

**Citizen Robin Followill** spoke to the Council stating work should have been stopped if they were not using the correct material.

**Citizen Tracie Hibbs** asked if the agreement with Kaufman County was in place when the work was done. **Councilmember Vinson** responded the Kaufman agreement was in place when the project was approved but had expired when the actual work was done.

**Mayor Pro Tem Anderson** made a motion to approve Sheet 04 for roads CR 247, CR 249, Gate Lane, Four Post Lane, and Green Meadows Lane for \$3280.00. **Councilmember Fowler** seconded the motion. **Councilmember Fowler** stated he will work on comradery with Commissioner Barber. The motion passed with a unanimous vote.

**11. Discuss and take action on Hunt County Road Project Sheet 06 for roads CR 2458 and CR 2432 for \$1,000.00.**

**Citizen Tracie Hibbs** asked if \$500.00 a piece is enough money to repair two roads. **Mayor Senkevech** replied yes.

**Councilmember White** made a motion to approve Project Sheet 06 for roads CR 2458 and CR 2432 for \$1,000.00. **Councilmember Fowler** seconded the motion. The motion was carried with unanimous vote of the Council.

**12. Discuss and take action on outdoor bulletin board presented at \$587.40 (the one approved last month was not weatherproof despite being advertised as “outdoor”).**

**Mayor Senkevech** explained **Mayor Pro Tem Anderson** noticed that even though the previously ordered bulletin board was advertised as “weather resistant” it was not “weather proof” or “water resistant” and needed to be placed under a covering such as an awning. **Mayor Pro Tem Anderson** found a bulletin board form U-line Company that is waterproof.

**Mayor Pro Tem Anderson** has volunteered to make posts for the bulletin board to keep the price down.

**Citizen Robin Followill** asked for clarification on which Board is being ordered and was shown a picture of the Board.

**Mayor Senkevech** stated that we have already received credit for the Board that was returned.

**Councilmember Jaffe** made a motion to approve the new Bulletin Board for the cost of \$587.40. **Mayor Pro Tem Anderson** second the motion. The motion was carried with a unanimous vote of the Council.

**13. Discuss and take action on items for the Town Hall Site.**

**Mayor Senkevech** introduced John Steele who owns a construction company and gave the Town an estimate to finish out the closet and repair the roof.

**Councilmember Fowler** has worked with Mr. Steele in the past and is recommending Mr. Steele for the job.

Extensive discussion was held with Mr. Steele about the condition of the building. Mr. Steele went over the bid and explained that he is working with a roofer, Mr. Simmons. Mr. Steele is recommending replacement of the entire roof.

**Mayor Senkevech** has held discussions with Mr. Simmons and understands the roof needs to be replaced but the cost is not in the current budget.

**Mayor Senkevech** stated the current approved budget includes the addition of the closet, roof repairs and the installation of the Sewer system.

**Citizen Chad West** spoke to the Council stating he felt the Council did not have a complete budget for the project. **Mayor Senkevech** stated there is a plan and budget but it is a work in progress.

**Citizen Robin Followill** said the Council needs three estimates for a roof replacement.

**Citizen Shelley Smith** feels that the Council needs a budget with total actual expenses.

**Citizen Dale Bryant** stated the Town needs a revised budget showing completion of the project to occupancy.

Inspections and ADA compliance was discussed.

**Mayor Pro Tem Anderson** stated the Council should move forward with the estimate in the installation of sewer for \$7,000.00. Councilmember Vinson and his wife, Sherry, have volunteered to pay \$500.00 to the installation of the sewer system.

**Mayor Pro Tem Anderson** made a motion to approve the estimate from Vicars for the sewer system. **Councilmember Vinson** seconded the motion. The motion passed with a 3-2 vote. **Councilmember Fowler** and **Councilmember Jaffe** voted against the motion. Councilmember Fowler voted no due to not agreeing on the system that is being installed.

The Council agreed that **Councilmember Fowler** will meet with John Steele and get estimates on the total roof replacement and other repairs that were presented and place information on the Public Forum.

j) **General Comments**

**Citizen Kenzie Salisbury** spoke to the Council thanking each Council Member and Mayor for a great job these past two years. She enjoys being in the Community and has made lots of friends and looks forward to meeting new friends.

**Citizen Shelley Smith** referred to the year 2021 and stated **Mayor Senkevech** asked for appraised values for poetry property at the request of two Councilmembers. **Mrs. Smith** inquired which Councilmembers requested the information. **Mayor Senkevech** stated that as the Financial Manager of the Town she has a duty to know the appraised values of the town.

**Ms. Smith** stated she felt there was no request by Councilmembers.

**Citizen Patrick Smith** asked what two Councilmembers made the inquiry for property appraised value in 2021 to **Mayor Senkevech**.

**Citizen Dale Bryant** offered information on ADA inspections and building inspections. **Mayor Senkevech** asked him to email her the information.

**Citizen Robin Boles** spoke to the Council stating she has attended meetings for a year and the projects do not seem to be moving forward. Ms. Boles stated the arguing and bad mouthing of the Council seem to keep things from moving forward. Ms. Boles stated good Christians should act with solidarity.

**Citizen Tracie Hibbs** feels the Town has serious issues with leadership. All Councilmembers are leaders of the City and they should get rid of the discord and move forward. Ms. Hibbs stated the Council needs to remember they work for the citizens of the Town.

**k) Adjournment**

**Mayor Senkevech** adjourned the meeting at 10.53 p.m.

---

**Mayor, Tara Senkevech**

**Attest:**

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**Jana Shelton, Town Secretary**

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

**BE IT REMEMBERED THAT ON THIS DAY OF THE 21<sup>st</sup> of March 2023** at 6:30 pm, the Town Council of Poetry, Texas, held a Regular Council Meeting at 11214 FM 1565 Poetry, Texas, 75160 with the following present:

Mayor Tara Senkevech  
Councilmember Tom Anderson  
Councilmember Mike Jaffe

Councilmember Simeon White  
Councilmember Terry Fowler  
Councilmember Brian Vinson

**a) Call Town Council to order**

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

**b) Roll call to confirm quorum. –Jana Shelton, Town Secretary**

Jana Shelton, confirmed all Councilmembers were present.

**c) Pledge of allegiance**

**d) Invocation**

**Pastor Kevin Kelly** led the Pledge of Allegiance and Invocation.

**e) CITIZEN COMMENTS:**

**f) Items of Community Interest**

**Mayor Senkevech** stated that \*Meet the Candidates night” is set for Tuesday, April 11, 2023, at PCCS. From 6 p.m. to 9 pm. **Mayor Senkevech** also stated the town is taking candidates for those who might want to voluntarily Annex into the Town is until March 31,2023. Email [contact@poetrytexas.org](mailto:contact@poetrytexas.org) for more information.

**Mayor Senkevech** thanked **Councilmember Anderson** for building and installing stairs for Town Hall. **Mayor Senkevech** donated paid labor and materials for front roof repair. **Mayor Senkevech** stated Michael



**Whitfield** donated time to weld the fence at Town Hall. She stated **Longhorn Organics** donated labor to mow the leased parking lot and the front of town hall lawn.

g) **Reports**

1. **Financial Reports—February end 2023; Profit & Loss Budget vs. Actual.**

**Mayor Senkevech** reviewed the February end 2023 and Profit & Loss budget vs. Actual.

2. **Secretary's report.**

**Town Secretary, Jana Shelton**, stated the need for a bulletin board is important as official Town documents are not secure when posting outside.

The new Town Hall is important to be independent and be separated from **Mayor Senkevech's** business. The new Town Hall would allow for Town meetings and privacy to conduct Town business.

Ms. Shelton explained In the past two months working for the Town, she observed the Council is getting updated Financial information and has strong oversight on spending.

3. **Upcoming Election Report--City Secretary, Jana Shelton**

Ms. Shelton reported the following important dates and information:

April 6th is the last Day to File First Report of Campaign Expenditures & Contributions for the Election.

April 6th Last day to submit your Registration to vote.

If you had trouble voting in the last election, please contact your voter registrar for Kaufman County (469) 376-4595 and Hunt County (903) 454-5467 by this date to verify voter registration.

Meet the Candidate night is April 11th at 6:00 p.m. at the Poetry Community Christian School (PCCS) in Poetry.

Early Voting begins April 24, 2023 and ends on May 2, 2023.

Election Day is May 6, 2023.

**h) Consent Agenda**

**1. Minutes from February 13<sup>th</sup>, 2023 Special Meeting**

The Minutes were passed unanimously with the correction of typos.

**2. Minutes from February 21<sup>st</sup>, 2023 Regular Meeting**

The Minutes were passed unanimously with the correction of typos.

**i) Regular Agenda:**

**1. Consider and take action on Saturday, April 15<sup>th</sup>, as a Spring Clean-up Day.**

**Councilmember Jaffe** made a motion to approve Saturday, April 15<sup>th</sup> as a Spring Clean Up Day. Seconded by **Councilmember Brian Vinson**. The motion passed with a 5-0 vote.

**2. Consider and take action on paying invoice from Nichols, Jackson, Dillard, Hager & Smith L.L.P. \$830.74 for the month of February.**

**Councilmember Fowler** made a motion to approve the Invoice from Nichols, Jackson, Dillard, Hager & Smith for \$830.74. Seconded by **Councilmember White**. The Council voted unanimously on the motion.

**3. Discuss and review legal performance to our town for the first 90 days as voted upon.**

The Council discussed the performance of the new attorney.

**Councilmember Vinson** was pleased with the performance of the new attorney. **Mayor Senkevech** stated that she was also pleased with him and the cost is reasonable. The Council agreed they were happy with the new attorney.

4. **Discuss and take action on potentially changing the April 18<sup>th</sup> meeting date.**

**Mayor Pro Tem Anderson** made a motion to move the Regular Council Meeting from April 18<sup>th</sup> to April 27<sup>th</sup> with the stipulation that the packets be received on Thursday the 13<sup>th</sup> of April. **Councilmember Jaffe** seconded the motion. The motion was carried with a unanimous vote of the Council.

5. **Discuss and take action with Kaufman County Resolution Opposing Special Districts.**

**Mayor Senkevech** explained Kaufman County is seeking support against the Special Districts such as MUDS that are overtaxing the citizens in Kaufman Cities with large developments.

**Citizen Glenn Strauss** spoke to the Council stating he has experience as a property tax consultant and knows that the Special Districts are difficult for cities.

**Councilmember White** would like to contact Hunt County for a similar Resolution and made a motion to approve the Kaufman County Resolution opposing Special Districts. **Mayor Pro Tem Anderson** seconded the motion. The motion was carried with a 5-0 vote.

6. **Discuss and take action on the closet (where tarp has been for 7 months) \$3797.00 +10% [in case of material items changes] for prevention of potential damage to Town Hall building.**

The Council discussed what is needed to occupy the new Town Hall building and the cost.

**Citizen Shelly Smith** explained to the Council the items for repair she observed when touring the building.

**Councilmember Fowler** would like to see a detailed quote to attach the two buildings and roof repairs to see what is covered in the quote.

**Councilmember Vinson** made a motion to table the item until the next meeting for a more detailed and all-inclusive quote. **Councilmember**

**Jaffe** seconded the motion. The motion was carried with a 5-0 vote of the Council.

**7. Consider and take action on purchasing a Town locked bulletin board from [5100] "Office Supplies".**

**Mayor Senkevech** presented options for a bulletin board for the Town.

**Citizen Shelly Smith** proposed putting the notices on the inside of the window.

**Councilmember Jaffe** made a motion to approve the bulletin board for a cost of \$456.00. **Councilmember White** seconded the motion. The motion passed with a unanimous vote.

**8. Discuss and take action on amending budget to take funds from [3000] "Use of Prior Year Excess" into the [6100] "Road Repair" and [6300] "Election Expense" accounts.**

**Mayor Senkevech** reviewed road expenses and election expenses with the Council. **Mayor Senkevech** informed that Council that revenue from sales and use tax use should come in June. **Mayor Senkevech** made a motion to amend the budget by moving money from **[3000]** "Prior Year Excess" \$10,000 to **[6100]** "Road Repair" and \$2400 to **[6300]** "Election Expense". **Mayor Por Tem Anderson** seconded the motion. The motion carried with a 5-0 vote of the Council.

**9. Owing to unforeseen circumstances, Secretary Jana Shelton would like to work more from home to have more flexibility to assist her daughter. Discuss and take action on amending official office hours from Wednesday 12 p.m. - 4 p.m. to Thursday 12 p.m. - 4 p.m. when Deputy Secretary Theresa Scholander will be working in the office.**

**Councilmember Anderson** made a motion to amend official office hours from Wednesday 12 p.m. - 4 p.m. to Thursday 12 p.m. - 4 p.m. when Deputy Theresa Scholander is in the office. Seconded by **Councilmember Vinson**. The motion was carried with a 5-0 vote of the Council.

**Mayor Senkevech** called for a break at 8:15 p.m.

**Mayor Senkevech** reconvenes at 8:19 p.m.

10. **Consider and take action on proposed Town Scholarship for student/s interested in studying an Agricultural, Horticultural, Animal Science, or Veterinarian related fields.**

**Mayor Senkevech** explains the scholarship application and qualifications. **Councilmember Fowler** would like to see the academic merit lowered from 3.0 to 2.0 with trade schools accepted. Also, the age requirement would be 17 and up. The Council would like to use donated funds for the scholarship. **Citizen Chad West** donated \$1,000 to the first awarded scholarship. **Mayor Senkevech** stated since they are donated funds to include the ETJ as available to receive applicants.

**Councilmember Mike Jaffe** made a motion to allow **Mayor Senkevech** to make changes to the scholarship as discussed and appoint a review committee that includes **Mayor Senkevech**, **Councilmember Jaffe** and **Councilmember Fowler**. **Councilmember Fowler** seconded the motion. The motion was carried with a unanimous vote of the Council.

11. **Discuss and take action on Town Council Rules of Decorum and Procedural Policy; a) Limit experts to 15 minutes each and b) Cut off time.**

**Councilmember Jaffe** referred to the rules of quorum and stated that amendments needed to be made not only to cut off times and limits for experts.

The Council discussed limiting expert witnesses to 15 minutes. They also discussed a cut-off time for the meetings.

**Citizen Mike Griffin** spoke to the Council explaining he would like to see prioritization of the agenda if the Council is considering a cutoff time for the meetings.

**Councilmember Vinson** stated he felt that the Council should finish business on the agenda. The Council discussed putting the rules on the Public Forum. **Councilmember Jaffe** stated he could make changes to the document and add it to the Public Forum for discussion. No action was taken on this item.

12. **Discuss and take action on addressing citizens' request to have TXDOT consider installing a flashing light for safety at two intersections': FM 986 and FM 3486 and FM 986 and FM 1565.**

**Mayor Senkevech** discussed having TXDOT conduct a study for flashing lights at the intersections of FM 986 and FM 3486 also at FM 986 and FM



1565. **Mayor Senkevech** stated that she has had five requests and there was actually a wreck the night of the Council meeting.

**Councilmember Fowler** expressed concerns of a flashing light in residents windows.

**Citizen Roger Frankum** spoke in favor of the flashing light and the dangers in the intersections.

**Citizen Chad West** spoke to the Council stating that it was all about public safety and expressed that rumble strips may slow down traffic.

**Councilmember Vinson** made a motion to allow **Mayor Senkevech** to contact TXDOT about a study to consider installing a flashing light for safety at two intersections: FM 986 and FM3486 and FM986 and FM 1565. **Councilmember White** seconded the motion. The motion was carried with a unanimous vote of the Council.

**13. Discuss and take action on Continuity Planning for the Town Election transition.**

**Councilmember Mike Jaffe** expressed his concerns about transition if there is a change in Council or Mayor's position. **City Secretary Jana Shelton** addressed his concerns in a memo to the Council stating that all Town documents are secure in the temporary Town Hall and if there is a change the staff would continue to have access to the temporary Town Hall. Council discussed the options of change and the importance of having an operational Town Hall in the future. No action was taken on this item.

**j) General Public Comments:**

Citizen Chuck Gilley, a deacon at Faith Temple Baptist Church, spoke to Council and stated that he objected to a video recently posted, but now taken down by the mayor recently. He stated that in any recent conversations, he did not question her faith.

**Citizen Chad McFarlane** talked about updating the Town Map with Hunt County for sales tax purposes.

**Citizen Shelley Smith** spoke to the Council sharing her concerns about the integrity of past Poetry elections and asking what the council was doing to ensure the upcoming election was conducted fairly.

**k) Adjournment**

**Mayor Senkevech** adjourned the meeting at 9:40 p.m.

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**Mayor, Tara Senkevech**

**Attest:**

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**Jana Shelton, Town Secretary**

TOWN HALL SITE Proposed BUDGET  
May 11, 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	JUNE
3 ADA Compliant Van Asses. Parking w sidewalk [\$2000 donation from LBJ]	\$ 4,150.00	MAY
4 Solar lighting Poles x 8 (Amazon Doeslag)	\$ 399.92	JUNE
5 ADA Compliant Bathroom:		JUNE
-Handicapped railing [ DONATED]	\$ -	JUNE
-Finish out tile-WALL [ contracted labor] \$100 DONATION ASSIGNED	\$ 650.00	JUNE/JULY
-Mirror	\$ 73.80	JUNE
-Toilet paper dispenser	\$ 27.99	JUNE
-Automatic Soap Dispenser	\$19.00	JUNE
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	JUNE
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	MAY
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**\$ 3,797.00**    **\$1,383.29** remaining from Budget 2023  
for incidentals Phase 2

**Total ROOF replacement could be taken as "Repair" from "Prev. Year Excess" OR Rainy Day Fund**    **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

May 11, 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	
	\$ 10,297.00	

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	
	\$ 13,000.00	

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

**TOWN OF POETRY, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, AMENDING THE TOWN’S RIGHT-OF-WAY MANAGEMENT REGULATIONS TO REQUIRE INSURANCE COVERAGE APPLICABLE TO THE INSTALLATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL UTILITY FACILITIES AND THE USE, OCCUPANCY AND MAINTENANCE OF PUBLIC STREETS, ALLEYS AND RIGHTS-OF-WAY WITHIN THE TOWN AND SUBJECT TO THE TOWN’S AUTHORITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500) FOR EACH OFFENSE; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in Ordinance No. 2023-01-01, effective on or about the 17<sup>th</sup> day of January, 2023. the Town Council of the Town of Poetry, Texas has adopted regulations for the proper management of the Town’s streets, highways and rights-of-pursuant to Sections 311.002 and 311.003 of the Texas Transportation Code; and

**WHEREAS**, the Town Council finds and determines that the Town’s regulations should include an additional requirement that utility providers and other persons performing work within the Town’s rights-of-way should, as a permit condition, maintain certain categories of insurance to protect the utility providers, the Town, its citizens, and the general public in case of events causing damage and/or injury, and that the amendments provided for in this Ordinance are in the best interests of the public health and safety and 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.** That Ordinance No. 2023-01-01, adopted by the Town Council of the Town of Poetry, Texas, and the regulations adopted therein, be and is hereby amended to add a new



Section 14, entitled “Insurance,” without amendment, repeal or modification to any other section or provision of the Regulations and Standards for the Management of Public Rights-Of-Way, adopted thereon, such that Section 14 shall read in its entirety as follows:

**“REGULATIONS AND STANDARDS FOR THE  
MANAGEMENT OF PUBLIC RIGHTS-OF-WAY**

...

14. Insurance.

(a) *In general.*

- (1) An owner must provide acceptable proof of insurance in the total amount required by this section for permits for construction within public rights-of-way, or make other provisions acceptable to the town.
- (2) The coverage must be on an "occurrence" or "claims made" basis and must include coverage for personal injury, contractual liability, premises liability, medical damages, underground, explosion and collapse hazards.
- (3) The owner shall file the required original certificate of insurance prior to the issuance of a permit. The certificate shall state the policy number; name of the insurance company; name and address of the agent or authorized representative of the insurance company; name, address and telephone number of insured; policy expiration date; and specific coverage amounts.
- (4) The certificate of insurance must show the town as an additional insured and must include a provision whereby the insurance company shall to notify the town in writing not fewer than 30 days before any change, cancellation or nonrenewal of the policy or its limits.
- (5) The above requirements (a)(1) - (4) may be met by utilities with a current franchise, license or municipal authorization if the current franchise, license or municipal authorization provides for insurance or bonds required herein or provides an indemnity in favor of the town. Nevertheless, the waiver of these requirements in favor of an indemnity shall be in the town’s sole discretion.
- (6) The town may accept certificates of self-insurance issued by the state or letters written by the agency in those instances where the state does not issue such letters, which provide the same coverage as required herein. However, certificates of self-insurance must be approved in advance by the town.
- (7) An insurer has no right of recovery against the town. The required insurance policies shall protect the agency or public infrastructure contractor and include the town as an additional insured (except workers compensation). The insurance shall be primary coverage for losses covered by the policies.

(b) *Insurance requirements.*

(1) *Owners*. Each owner applying for a permit shall obtain, maintain, and provide proof of the each of the following types of insurance and coverage limits:

- a. Commercial general or excess liability on an occurrence form with minimum limits of \$5,000,000.00 per occurrence and \$10,000,000.00 aggregate. This coverage shall include the following:
  - Products/completed operations to be maintained for one year if applicable.
  - Personal and advertising injury if applicable.
  - Owners and contractor's protective liability.
  - Explosion, collapse, or underground (XCU) hazards.
  - Coverage limits may be reduced upon demonstration of fiscal responsibility acceptable to the town.
- b. Automobile liability coverage with a minimum policy limits of \$1,000,000.00 combined single limit. This coverage shall include all owned, hired and non-owned automobiles.
- c. Workers compensation and employers liability coverage. Statutory coverage limits for coverage A and \$500,000.00 coverage B employers liability.

(2) *Contractors and sub-contractors*. Each contractor and sub-contractor applying for a permit shall obtain, maintain, and provide proof of insurance for the same types of insurance coverages outlined in subsection (1) above; however, the policy limits under the general liability insurance shall be \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. All other coverages provisions outlined in subsection (1) above shall apply.”

**SECTION 2.** That all ordinances of the Town of Poetry, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the Town of Poetry not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 4.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 5.** That any person, firm or corporation violating any of the provisions or terms of this ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the Town of Poetry, as heretofore amended, and upon conviction shall be punished by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each day a violation continues shall be deemed a separate offense.

**SECTION 6.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases provide.

**DULY PASSED AND APPROVED** by the Town Council of the Town of Poetry, Texas,  
on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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TOWN ATTORNEY

**TOWN OF POETRY, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, AMENDING THE TOWN'S RIGHT-OF-WAY MANAGEMENT REGULATIONS TO REQUIRE INSURANCE COVERAGE APPLICABLE TO THE INSTALLATION, CONSTRUCTION, OPERATION AND MAINTENANCE OF ALL UTILITY FACILITIES AND THE USE, OCCUPANCY AND MAINTENANCE OF PUBLIC STREETS, ALLEYS AND RIGHTS-OF-WAY WITHIN THE TOWN AND SUBJECT TO THE TOWN'S AUTHORITY; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500) FOR EACH OFFENSE; AND, PROVIDING AN EFFECTIVE DATE.**

**DULY PASSED AND APPROVED** by the Town Council of the Town of Poetry, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

**ORDINANCE NO. 2023-05-01**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE GENERAL ELECTION HELD MAY 6, 2023 TO ELECT A MAYOR AND TOWN COUNCIL MEMBERS FOR THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS; PROVIDING FOR THE CONFIRMATION OF VOTE TABULATIONS; IDENTIFYING THE OFFICIALS ELECTED AND TERMS OF OFFICE; AUTHORIZING THE ISSUANCE OF CERTIFICATES OF ELECTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council passed and approved an ordinance ordering a General Election for the purpose of electing a mayor and five (5) council members at large; and

**WHEREAS**, the General Election was duly and legally held May 6, 2023, in the Town in conformity with the Texas Constitution and the election laws of the State of Texas, and the results of the General Election, including the early voting results, have been certified and returned to the proper judges and clerks thereof; and

**WHEREAS**, the Town Council has considered the returns of the General Election, including the returns of early voting cast in connection therewith, and finds that the returns, duly and lawfully made, were cast as the following valid and legal votes:

**TOTAL VOTES CAST AT GENERAL ELECTION**

<b>ELECTION</b>	<b>TOTAL EARLY &amp; Absentee VOTES</b>	<b>TOTAL VOTES RECEIVED ON ELECTION DAY</b>	<b>TOTAL VOTES CAST</b>
Hunt County	88	314	402
Kaufman County	100	53	153
Combined totals for Poetry	188	367	<b>555</b>

**WHEREAS**, the returns of the General Election, including the returns of the early voting ballots, duly and legally made, showed that each of the candidates for the office of Mayor of the Town of Poetry, Texas, received the following votes:



**OFFICE OF MAYOR**

<b>NAME OF CANDIDATE- MAYOR</b>	<b>Hunt County Votes</b>	<b>Kaufman County Votes</b>	<b>Provisional Votes (If any)</b>	<b>TOTAL VOTES RECEIVED</b>
Tara Senkevech	208	89		297
Haley Dennis	194	64		258

**WHEREAS**, the returns of the General Election, including the returns of the early voting ballots, duly and legally made, showed that each of the candidates for the office of Council Member of the Town Council of the Town of Poetry, received the following votes:

**OFFICE OF COUNCILMEMBER**

<b>NAME OF CANDIDATE</b>	<b>Hunt County Votes</b>	<b>Kaufman County Votes</b>	<b>Provisional Votes (If any)</b>	<b>TOTAL VOTES RECEIVED</b>
Chad West	188	64		252
Jonathan Blake	187	75		262
Mike Jaffe	313	114		427
Ivy Campbell	183	73		256
Jennifer McFarlane	101	38		139
Patrick Smith	184	59		243
Terry Fowler	232	84		316
Tom Anderson	204	80		284
Simeon White	199	83		282

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

**Section 1.** That the above and foregoing premises are true and correct and are incorporated into the body of this Resolution and made a part hereof for all purposes.

**Section 2.** The results of the General Election as canvassed and tabulated above, reflect the expressed desires of the resident, qualified voters of the Town of Poetry, Texas.

**Section 3.** In accordance with the canvass and tabulation of the results of the General Election of May 6, 2023, the duly elected Mayor and Members of the Town Council, and the corresponding terms of office, subject to the taking of the oaths of office and filings as required by State Law, are as follows:

<b>OFFICE</b>	<b>TERM</b>	<b>NAME</b>
Mayor	Two (2) Years	Tara Senkevech
Councilmember	Two (2) Years	Mike Jaffe
Councilmember	Two (2) Years	Terry Fowler
Councilmember	Two (2) Years	Tom Anderson
Councilmember	Two (2) Years	Simeon White
Councilmember	Two (2) Years	Jonathan Blake

**Section 4.** The Town Secretary and/or Mayor, as provided by law, is hereby authorized and directed to execute and deliver Certificates of Election to the successful candidates as specified in Section 3 hereof. This Canvass and Declaration of Results of said election is hereby ordered to be entered in the minutes of the Town Council and that said officers, after being qualified and having taken the oath, shall serve during the term commencing May 2023 and thereafter until a successor is duly elected and qualified.

**Section 5.** This Resolution shall take effect from and after its date of passage in accordance with law, and it is so resolved.

**PASSED AND ADOPTED** by the Town Council of the Town of Poetry, Texas this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**TOWN OF POETRY, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, ESTABLISHING AND, IN ACCORDANCE WITH STATE LAW, REQUIRING MUNICIPAL OFFICERS TO TAKE AN OATH OF OFFICE UPON ASSUMING THE DUTIES AND RESPONSIBILITIES OF OFFICE, CALCULATED TO SECURE THE FAITHFUL PERFORMANCE OF THE OFFICER'S DUTIES; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Article XVI, Section 1, of the Texas Constitution requires that all elected and appointed public officials, before they enter upon the duties of their offices, shall take an oath of office prior to the assumption of the duties and responsibilities of office, and that the oath is a means for the public official to make his/her public commitment to faithfully and lawfully perform the duties, responsibilities and obligations associated with the municipal office; and

**WHEREAS**, Section 22.005 of the Texas Local Government Code provides that the governing body of a municipality by ordinance may require a municipal officer to take any additional oath that the governing body considers best calculated to secure the faithful performance of the officer's duties; and

**WHEREAS**, the Town Council of the Town of Poetry, Texas, finds and determines that municipal officers of the Town who are otherwise required to take an oath of office shall take an oath of office as required by law, supplemented by an additional oath to uphold the ordinances of the Town, which the Town Council finds and determines is best calculated to secure the faithful performance of the officer's duties, as set forth herein.

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

**SECTION 1.** That the Town Council of the Town of Poetry, Texas, finds and determines that the premises hereof are true and correct.

**SECTION 2.** That from and after the effective date of this Ordinance, all municipal officers of the Town of Poetry who are required to take an oath of office upon the assumption of official duties, in addition to any and all other oaths as may be required by law, shall take the following oath:

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and the laws and ordinances of the Town of Poetry, Texas, so help me God.

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 4.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED AND APPROVED** by the Town Council of the Town of Poetry, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

---

TOWN SECRETARY

APPROVED AS TO FORM:

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TOWN ATTORNEY

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

STATE OF TEXAS                   §  
  §  
COUNTY OF HUNT/KAUFMAN   §

The Town of Poetry, Texas (Town), and the property owner(s) who are listed in the Voluntary Annexation Agreement (Agreement) to which this notice is an addendum, acknowledge the following, and the Town provides notice to the property owner(s) as follows:

The Town and the property owner(s) acknowledge that the parties have negotiated a voluntary annexation agreement by which the property owner(s) have requested that the Town annex the land owned by the property owner(s), which is described in the Agreement (the Property).

There is no requirement that the property owner(s) enter into the Agreement, and the Town and the property owner(s) acknowledge that neither party, including the property owner(s), is required to enter into the Agreement.

Should the Town decide to annex the Property, the process for annexation and the Town's authority to annex is set forth in subchapter C-3 of the Texas Local Government Code, sections 43.0671 through 43.0673. The process requires that the parties enter into a written agreement that must include a list of the services that the Town will provide to the Property and its owners on the effective date of the annexation, and a schedule that includes the period within which the Town will provide any service that is not otherwise provided on the date of the effective annexation.

The annexation procedure that the Town will follow is set by subchapter C-3 of the Local Government Code. Once the Town Council approves the Agreement, the Town must conduct a public hearing. Notice of the public hearing will be posted on the Town's website and will be published in a newspaper that has general circulation in the area that is proposed to be annexed. These notices will be posted and published on or after the 20<sup>th</sup> day but before the 10<sup>th</sup> day before the date of the hearing (in other words, between 10 and 20 days before the hearing). Anyone who is interested in the annexation will have an opportunity to be heard. At the conclusion of the hearing, the Town adopt an ordinance that officially annexes the Property into the Town's limits.

In order for the Town to undergo this process and to annex the Property, the consent of the property owner(s) is required. Although the Town generally has sovereign immunity, it will not have immunity from suit for matters relating to the annexation.





John Simmons Roofer &gt;

Good evening Tara. This is John Simmons. Jon Steele asked me to clarify the quote for the roof. I have simplified it to make the process easier for you. This proposal includes all materials and labor need to install a new roof on the old section, as well as the addition. I did not add any profit for the materials. I am only charging you what I will be charged. I will need your tax exempt form when I order the materials, if you do decide to use our services. I have lowered the price as much as possible on my end to help. If you have any question, just let me know.

**Subject**

iMessage



# DEVELOPMENT SERVICES

101 N HOUSTON  
KAUFMAN, TX 75142  
Phone: (469) 376-4127

**Permit #: 23-018**

Location: 5671 COUNTY ROAD 323, POETRY TX 75160

Phone: (214) 317-8128

Block: Lot: 390.04

Owner: TOWN OF POETRY,

Mailing address: 5671 COUNTY ROAD 323, POETRY TX 75160

The above site meets or exceeds the basic requirements established by the Agency. This LICENSE TO OPERATE this facility is hereby granted to the owner. The license shall be in force and continue in force until such time as the licensing authority, pursuant to orders of the Commissioners Court, notifies the licensee requiring reinspection and relicensing.

## SPECIAL REQUIREMENTS AND CONDITIONS:

Even though a private sewage facility system has been properly designed and constructed, satisfactory performance cannot be guaranteed because of the many variables involved. Landscaping, as well as other types of maintenance, is vital in order for an on-site sewage facility to operate properly. The ultimate responsibility rests on the private sewage facility user. Issuance of this license shall not create liability on the part of Kaufman County, the Designated Representative, or any officer or employee of Kaufman County in the event of any problems in the system.

A properly designed on-site sewage facility, properly constructed in a suitable soil, can malfunction if the amount of wastewater is not controlled. It will be the responsibility of the owner to maintain and operate the facility in a satisfactory manner. The proper performance of an on-site sewage facility cannot be guaranteed even though all provisions of State and local standards have been met. Inspection and licensing of an on-site sewage facility by the licensing authority shall indicate only that facility meets minimum requirements and does not relieve the owner of the property from complying with the County, State and Federal regulations. On-site sewage facilities, although approved as meeting minimum standards, must be upgraded by the owner, at the owner's expense, if the owner's operation of the facility results in objectionable odors, if unsanitary conditions are created, if pollution or nuisance conditions are threatened to occur, or if the facility when used does not comply with governmental regulations. Aerobic treatment units in conjunction with drip emitter or surface irrigation disposal requires continuing maintenance. The homeowner is required to have at all times an ongoing maintenance agreement with a valid maintenance company or maintain the system personally as required by the Kaufman County OSSF Court Order. It is the homeowner's responsibility to make sure the aerobic system is disinfected at all times. The homeowner must also be aware that routine inspections of their aerobic system are required by the maintenance company. The area to be irrigated on surface irrigation systems, must have vegetative cover at all times or be seeded or sodded prior to start up of the system. At no time should any effluent be sprayed on bare ground or food crops.

This system has been inspected and has been installed as designed.

Designed by: JAMES ADAMS R.S./P.E., Cert. # 4298

Installed by: Billy Vickers III OSSF # 050038131

Inspected by: Kateyn Hill  
Kaufman County Designated Representative - OSSF # \_\_\_\_\_

Aerator Serial #: 1806 Manufactured Home Serial #: \_\_\_\_\_

System approved and License issued this date: 5/8/2023

Agency Official

Date



## Workers' Compensation Declarations Page

Member Name: Poetry  
Member ID: 3317  
Fed ID No: 36-4989944  
Effective Date: 05/28/2023  
Anniversary Date: 05/28/2024

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Workers' Compensation Coverage: This agreement applies to the Workers' Compensation laws of the State of Texas.

Coverage will be provided in accordance with the signed Workers' Compensation Interlocal Agreement on file with the Texas Municipal League Intergovernmental Risk Pool.

This contribution has been determined according to the Pool's manual of rules, classifications, rates and rating plans. Classifications and payrolls are subject to verification and change at audit.

**Net Estimated Contribution: \$331**



## Workers' Compensation Payroll Schedule

Member Name: Poetry  
 Member ID: 3317  
 Effective Date: 05/28/2023  
 Anniversary Date: 05/28/2024  
 Date Generated: 04/24/2023

Location 1: 5671 CR 323, Poetry, TX

Classification	Description	Estimated Payroll	Rate	# of Emp.	Estimated Contribution
8810	Clerical – Office	10,815	0.41	1	44
<b>Subtotals</b>		10,815		1	44

Volunteers and Elected Officials:

3724O	Outside Volunteers	1,044	7.11	12	74
7704V	Volunteer Firefighters	No Exposure		0	Not Covered
7720E	Volunteer Ambulance/EMS	No Exposure		0	Not Covered
7720V	Police Reserves	No Exposure		0	Not Covered
8742E	Elected/Apptd Officials-Governing Board	3,600	0.43	6	15
8742F	Elected/Apptd Officials-All Boards/Commissions	No Exposure		0	Not Covered
8742I	Inside Volunteers	1,631	0.70	3	11
8888V	Police Reserves-Motorcycle	No Exposure		0	Not Covered
<b>Subtotals</b>		6,275		21	100
<b>Totals</b>		17,090		22	144



## Workers' Compensation Payroll Schedule

Member Name: Poetry  
Member ID: 3317  
Effective Date: 05/28/2023  
Anniversary Date: 05/28/2024  
Date Generated: 04/24/2023

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<b>Total Manual Contribution</b>	414
<b>Experience Modifier</b>	1.00
<b>Total Standard Contribution</b>	414
<b>Fund Discount (20.00%)</b>	0.80
<b>Discounted Standard Contribution</b>	331
<b>Deductible Credit</b>	0
<b>Net Contribution</b>	331
<b>Waiver of Subrogation</b>	0
<b>Total Contribution</b>	331



## Schedule of Applicable Documents

Member Name: Poetry  
Member ID: 3317  
Coverage Period: 05/28/2023 to 05/28/2024 Shown As of 04/24/2023  
Transaction Number: 0033021843

<b>ID</b>	<b>Document Name</b>	<b>Revision Date</b>
W101	WC Declarations Page	08/20/2010
W102	WC Payroll Classification Schedule	09/24/2010
X150	Schedule of Applicable Documents	06/01/2008
W133	Volunteer Endorsement to Interlocal Agreement	08/30/2010
E111	Employers' Liability	10/15/2010
W134	WC Payroll Adjustment Form	04/01/2022

## VOLUNTEER ENDORSEMENT TO INTERLOCAL AGREEMENT

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

### WORKERS' COMPENSATION COVERAGE

Member Name: Poetry  
Member ID: 3317  
Effective Date: 05/28/2023

In consideration of the Employer Pool Member's request for payment of additional benefits and in further consideration of the Fund's agreement to pay such benefits, the Interlocal Agreement is amended by adding thereto the applicable coverages indicated below.

The Fund will pay on behalf of the Employer Pool Member if a volunteer employee in a classification for which coverage was accepted shall sustain injury, including death resulting therefrom, under circumstances which would have rendered the Employer Pool Member liable for compensation if the injured volunteer employee and the Employer Pool Member had been subject to the Texas Workers' Compensation Law with respect to such voluntary employment, an amount equal to the compensation and other benefits which would have been payable under such law had the injured volunteer and the Employer Pool Member been subject to such law with respect to such voluntary employment. The parties of this agreement do not by its use intend to make applicable to themselves any provision of the Texas Workers' Compensation Law not already in force and effect as to them. The reference to the Texas Workers' Compensation Law is intended as a measure and extent of benefits and the liability therefore and not an adoption of the law.

The Employer Pool Member agrees to pay the contribution for the volunteer employee classifications shown on the Payroll Schedule (W102). The information regarding coverages accepted or rejected has been derived from documentation on file including the signed acceptance executed by a representative of this entity duly authorized to accept or reject Workers' Compensation coverage for volunteers.

This agreement shall be subject to all the terms, provisions and conditions of the Interlocal Agreement, and nothing herein contained shall vary, alter or extend any term, provision or condition of the Interlocal Agreement except as herein specifically stated.



## EMPLOYERS' LIABILITY

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

### WORKERS' COMPENSATION

Member Name : Poetry  
Member ID : 3317  
Effective Date : 05/28/2023

While the Fund does not believe that governmental entities can be held liable for exemplary or punitive damages in a work-related death case and by this endorsement does not waive any defense of governmental immunity to be so asserted; the Fund does agree to defend the Member against such claims and should the highest Court in this state decide that governmental entities such as the employer-member are liable for exemplary or punitive damages in a work-related death case, the Fund will pay all monetary damages the Member shall become legally obligated to pay, but not to exceed :

**\$ 500,000**



**Workers' Compensation  
Payroll Adjustment Form**

Member Name: Poetry  
 Member ID: 3317  
 Effective Date: 05/28/2023  
 Anniversary Date: 05/28/2024

The payrolls shown below by classification reflect the estimated values from the Payroll Schedule for the coverage period shown above. If adjustments are needed, please make changes in the blank spaces provided and return to the Pool. If volunteer classifications are being added or deleted, refer to page 2 for instructions and signature. If you have additional operations for classifications not shown below or questions regarding volunteer classifications, please contact your Member Services Manager or Underwriter at (800) 537-6655.

Location: 5671 CR 323, Poetry, Texas 75160

Non-Volunteer:

Class code	Classification Description	Estimated Payroll	Req. Adjusted Payroll	Number of Employees
8810	Clerical – Office	\$10,815		
Subtotals		\$10,815		

Volunteers and Elected Officials:

Class code	Classification Description	Estimated Payroll	Req. Adjusted Payroll	Number of Volunteers
3724O	Outside Volunteers	\$1,044		
7704V	Volunteer Firefighters	Not Covered		
7720E	Volunteer Ambulance/EMS	Not Covered		
7720V	Police Reserves	Not Covered		
8742E	Elected/Apptd Officials-Governing Board	\$3,600		
8742F	Elected/Apptd Officials-All Boards/Commissions	Not Covered		
8742I	Inside Volunteers	\$1,631		
8888V	Police Reserves-Motorcycle	Not Covered		
Subtotals		\$6,275		

Total Estimated Payroll: \$17,090



Workers' Compensation Payroll Adjustment Form

Member Name: Poetry
Member ID: 3317
Effective Date: 05/28/2023
Anniversary Date: 05/28/2024

Please note that a payroll amount must be shown on the previous page for all volunteer classifications for which coverage is desired. Payroll is estimated using hourly rates as follows (except for Elected & Appointed Officials):

Table with 3 columns: Class code, Class Description, Hourly Rate. Rows include Outside Volunteers (\$7.25), Volunteer Firefighters (\$15.00), Volunteer Ambulance/EMS (\$9.25), Police Reserves (\$9.90), Inside Volunteers (\$7.25), Police Reserves-Motorcycle (\$9.90). Includes a note: 'If hourly records are not kept, a payroll of \$110 per week or \$5,720 annually per volunteer will be used.'

Amount applies per year per official or actual payroll, whichever is greater.

Table with 3 columns: Class code, Description, Hourly Rate. Rows: 8742E Elected/Apptd Officials - Governing Board Only (\$600), 8742F Elected/Apptd Officials - All Boards/Comms (\$600)

Directions: Coverage is not provided for volunteers unless it is expressly accepted. It is important to evaluate these classifications on an annual basis to be certain the desired coverage is in place. Your Declarations Page assures the continuation of the volunteer coverage elected in the previous coverage period. If you wish to add or remove volunteer coverage, please indicate this change by adjusting the applicable classifications and signing below.

I, the undersigned, a duly authorized representative of this entity, do hereby ACCEPT Workers' Compensation coverage for Volunteers of this local government for which a value is shown on the previous page, and REJECT Workers' Compensation coverage for those that are shown as "Not Covered".

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

It is only necessary to sign and return this form if you are making changes to payroll or classifications.

**PROPOSAL**

Simmons Beauty Roofs  
21840 State Highway 64  
Canton, TX 75103-2184  
(972) 989-0033

**Sales Representative**  
John Simmons  
(972) 989-0033  
John@BeautyRoofs.com



**Tara Senkevich**  
**Poetry, TX 75160**

<b>Estimate #</b>	3122
<b>Date</b>	3/31/2023

Item	Description	Qty
Tear Off	Remove one layer of your existing composition roofing shingles.	15.00
Shingles - Starter Strip	Install new starter strip on eaves and rakes. These shingles are used to complete the warranty requirements of the shingle manufacturer.	80.00
Underlayment - Synthetic	Install new synthetic underlayment.	15.00
Flashing - Drip Edge	Install new drip edge on the eave of the home.	50.00
Shingles - Lifetime Laminated	Install new lifetime manufacturer warrantied laminated composition shingles.	16.00
Shingles - Standard Ridge	Install cut 3-tab shingles on all hips and ridges.	1.33
Warranty	We guarantee all materials and labor above to be as specified. We also promise for the work to be accomplished in a neat workmanlike manner. We will cover any issues that may arise due to workmanship error for a period of three years. Your shingle warranty and/or insurance related claims supersede this warranty.	1.00
Additional Materials Needed	Additional materials needed to complete your project.	1.00

<b>Sub Total</b>	\$4,736.45
<b>Total</b>	\$4,736.45

**NOTES**

This proposal for all materials and labor is for the entire roof area, including the addition.

You may also just roof over the existing roof. The total labor and material cost will only be \$3,400.00, instead of the \$4,736.45 listed, if you do decide to remove over the existing roof. This is our recommendation if your budget is tight.

Under Texas Law HB2102, we are required to post the following with any written proposal:

Texas law requires a person insured under a property insurance policy to pay any deductible applicable to a claim made under the policy. It is a violation of Texas law for a seller of goods or services who reasonably expects to be paid wholly or partly from the proceeds of a property insurance claim to knowingly allow the insured person to fail to pay, or assist the insured person's failure to pay, the applicable insurance deductible.



Sec. 22.042. POWERS AND DUTIES OF MAYOR. (a) The mayor is the chief executive officer of the municipality. The mayor shall at all times actively ensure that the laws and ordinances of the municipality are properly carried out. The mayor shall perform the duties and exercise the powers prescribed by the governing body of the municipality.

(b) The mayor shall inspect the conduct of each subordinate municipal officer and shall cause any negligence, carelessness, or other violation of duty to be prosecuted and punished.

(c) The mayor shall give to the governing body any information, and shall recommend to the governing body any measure, that relates to improving the finances, police, health, security, cleanliness, comfort, ornament, or good government of the municipality.

(d) The mayor may administer oaths of office.

(e) In the event of a riot or unlawful assembly or to preserve the peace and good order in the municipality, the mayor may order and enforce the closing of a theater, ballroom, or other place of recreation or entertainment, or a public room or building and may order the arrest of a person who violates a state law or a municipal ordinance in the presence of the mayor.

Velez Roofing & Siding  
3223 Tennessee Ave.  
Dallas TX 75224  
214)815-6445  
Jrvelez8286@gmail.com

# QUOTE

Date: 4/14/23

To

Terry Fowler  
19026 FM- 986  
Terrel TX 75160  
972)965-6485

Salesperson

Job

Eliezer Velez

Full Roof Replacement

Qty	Description	Unit Price	Line Total
	Remove 1 layer of composition shingles		
	Install metal edge		
	Install synthetic underlayment		
	Install step flashing on walls		
	Replace pipe jacks		
	Install 30yr shingles		
	Haul off all trash/debris		
	Labor & Material-	Total	\$4,000.00

Make all checks payable to Velez Roofing & Siding

**Thank you for your business!**

Velez Roofing & Siding 3223 Tennessee Ave. Dallas TX 75224 Phone: 214)815-6445 Email  
jrvelez8286@gmail.com

ORDINANCE NO. 2023 -05-02

AN ORDINANCE OF THE TOWN OF POETRY, TEXAS ESTABLISHING A POLICY OF TRANSPARENCY;  
ESTABLISHING AMENDMENT OF MODIFICATION REQUIRMENTS; REQUIRING A NOTICE OF  
MODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Poetry is a Type A General Law municipality, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, State of Texas Tax Code Section 302.001 allows municipalities to levy property tax (ad valorem taxes) within the municipality's jurisdiction; and

WHEREAS, as the first governing body of the Town of Poetry desires to enshrine a doctrine of light governance in an official ordinance;

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

*Section 1. Establishment of Property Tax Communication*

The Town of Poetry establishes a policy of transparency and community feedback in matters pertaining to property tax.

*Section 2. Amendment of Modification*

Modifications, changes, amends, overturning, or by any other means altering this ordinance requires proper notice be given to the Town. Such modification must be:

A. Discussed in no fewer than three (3) consecutive Town Meetings which are:

1. Separated by no less than 28 consecutive calendar days,
2. Separated by no more than 37 calendar days,
3. Fully compliant with Texas Open Meeting Acts (as amended) rules, laws or regulations,
4. Regular open meetings of the Town of Poetry and not a special meeting,
5. Open to comments by citizens and owners of property within the Town of Poetry who would be subject to such modification, regardless of citizenship in the Town or residence within the Town, regardless of whether discussion of specific agenda items is disallowed otherwise by ordinance, custom, or tradition,



### *Section 3. Notice of Modification*

Proper notice must be provided of the intent to modify this ordinance. Such notice must be:

A. Posted in any official information delivery medium (print, video, broadcast, web site, and similar, as applicable) of the Town in a manner that is reasonably accessible to a significant portion of the consumers of that medium, to include:

1. As a bolded item in the agendas for the Town meetings where discussions will be held;
2. Included at least once in a printed delivery medium such as the Poetry Post or any other monthly periodical of general Town information which is publicly distributed;
3. On the official Town website in a prominent place such as the home page and/or pages devoted to public notifications;
4. Repeated at least twice daily on any official broadcast medium (such as radio, television or equivalent communication medium), if applicable, during the most consumed hours of that broadcast day and separated by no less than 5 hours;
5. As a public announcement on each podcast, video, or equivalent communication medium of information distribution if any, should it be used for general Town information or be used to announce the meeting.

B. Included in the meeting agenda of the meeting where the modification is to be discussed, and announced with verbiage which includes the sentence, "This item may impact your taxes and rights as a property owner in the Town of Poetry" as either or both the first and/or last sentence of the announcement.

C. A letter must be sent out to all residents briefing them on the ordinance/modification in consideration and announced with verbiage which includes the sentence, "This item may impact your taxes and rights as a property owner in the Town of Poetry" as either or both the first and/or last sentence of the announcement.

### *Section 4. Applicability to Property Tax Rate*

Modifications, changes, amends, overturning, or by any other means altering the Town's ad valorem rate is subject to the notification requirements as stated in Section 2 and Section 3 of this ordinance.

### *Section 5. Implementation Date*

Should a Modification as described in Section 2 be implemented, the implementation date is no sooner than ninety (90) days after the swearing-in of the governing body after the general election following the modification ratification.

### *Section 6. Engrossment and Enrollment*

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

### *Section 7. Limitations on the Use of Property Tax Revenue*

If property taxes are ever implemented, the use of property tax revenue shall be restricted exclusively to road repairs within the Town, as determined and prioritized by the Town Council.

### *Section 8. Supermajority Vote Requirement*

Any modification, change, or amendment related to implementing or increasing property taxes, or to this ordinance, shall require the affirmative vote of at least two-thirds of the total members of the Town Council.

### *Section 9. Sunset Clause for Property Taxes*

If property taxes are ever implemented, this provision requiring a reevaluation and renewal of the property tax ordinance every year by the town council during their annual budget discussions and decision-making processes. An affirmative vote of at least two-thirds of the total members of the Town Council is required to keep the property tax in effect.

### *Section 10. Exemptions*

All future property tax policies shall provide exemption or deferral options for elderly residents, households with fixed or low incomes, individuals with disabilities, and disabled veterans, as defined by the Town Council. The process to establish and administer these exemptions or deferrals shall encompass, but not be restricted to, the following:

- A. Establish clear and objective eligibility criteria for exemptions or deferrals, including age, income, and asset thresholds, applicable to elderly residents, households with fixed or low incomes, individuals with disabilities, and disabled veterans.
- B. Implement a transparent and accessible application process, including assistance for applicants facing difficulties with forms or documentation, enabling eligible residents to request and receive exemptions or deferrals.
- C. Conduct regular communication and outreach initiatives to inform eligible residents about the availability, benefits, deadlines, and requirements of the exemptions or deferrals.

### *Section 11. External Financial Review*

An independent, external financial review of the Town's budget and spending shall be conducted and presented to the Town Council and the public before any proposal to implement or increase property taxes can be considered. The external financial review shall include, but not be limited to, the following:

- A. An assessment of the Town's current financial position, including an analysis of revenues, expenditures, and fund balances.
- B. A review of the Town's financial policies, procedures, and controls to ensure compliance with generally accepted accounting principles (GAAP) and applicable laws and regulations.
- C. A detailed analysis of the Town's revenue sources, identifying any potential opportunities for increasing non-property tax revenues or optimizing existing revenue streams.
- D. An examination of the Town's expenditure patterns and trends, highlighting any areas of inefficiency, potential cost savings, or opportunities for improved resource allocation.
- E. Recommendations for short-term and long-term financial planning strategies to address any identified fiscal challenges, including alternative funding mechanisms, budget adjustments, and policy changes.
- F. The external financial review shall be conducted by a qualified, independent accounting firm or financial consultant with experience in municipal finance and budget analysis.
- G. The results of the external financial review shall be presented in a written report and a public presentation to the Town Council, with ample opportunity for public questions and comments.

### *Section 12. Mandatory Public Referendum*

Any proposal to implement or increase property taxes must be approved by a majority of the registered voters of the Town of Poetry in a public referendum. The process for conducting a public referendum shall include, but not be limited to, the following:

- A. A detailed proposal outlining the reasons for implementing or increasing property taxes, including the expected impact on the Town's budget, services, and community members.
- B. A public information campaign to educate the community on the proposed property tax implementation or increase, including the distribution of informational materials, public meetings, and online resources.
- C. The scheduling of the public referendum at a time that maximizes voter participation, such as during a general or primary election, or on a date when no other elections are taking place.
- D. The use of a clear and concise ballot question that accurately reflects the proposal and the decision facing the voters, along with any related instructions or explanations.

E. The establishment of polling locations and hours that ensure accessibility and convenience for all registered voters, including those with disabilities or limited transportation options.

F. The proper counting, tabulation, and certification of referendum results by an impartial and qualified entity or individual, in accordance with applicable laws and regulations.

G. A requirement that the Town Council abide by the outcome of the public referendum, taking appropriate actions to implement the approved property tax changes or explore alternative revenue sources if the referendum fails.

H. The incorporation of any necessary amendments or modifications to the Town's ordinances, codes, or policies to reflect the outcome of the public referendum, with due consideration given to the legal requirements and limitations for Type A general law municipalities in Texas.

*Section 13. Property Tax Rate Cap*

If a property tax is implemented, a maximum property tax rate shall be established, as determined by the Town Council, that cannot be exceeded without an additional public referendum.

*Section 14. Severability*

Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the ordinances of the Town as a whole.

*Section 16. Effective Date*

This Ordinance shall be effective upon its passage and approval.

PASSED AND APPROVED on this \_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_

Tara Senkevech, Mayor

ATTEST:

\_\_\_\_\_

Town Secretary



## LIABILITY DECLARATIONS OF COVERAGE

Member Name: Poetry  
 Member ID: 3317  
 Contract Type: Liability  
 Coverage Period: 05/28/2023 to 05/28/2024

### GENERAL LIABILITY

Limits of Liability	:	\$	300,000	Each Occurrence
Sudden Events Involving Pollution	:	\$	300,000	Each Occurrence
		\$	600,000	Annual Aggregate
Deductible	:	\$	0	Each Occurrence
Billable Contribution	:	\$	220	Effective: 05/28/2023 Anniversary: 05/28/2024

### LAW ENFORCEMENT LIABILITY

Limits of Liability	:	\$	300,000	Each Occurrence
		\$	600,000	Annual Aggregate
Deductible	:	\$	1,000	Each Occurrence
Billable Contribution	:	\$	578	Effective: 05/28/2023 Anniversary: 05/28/2024 Retroactive date: 05/28/2016

### ERRORS & OMISSIONS LIABILITY

Limits of Liability	:	\$	300,000	Each Wrongful Act
		\$	600,000	Annual Aggregate
Deductible	:	\$	1,000	Each Wrongful Act
Billable Contribution	:	\$	544	Effective: 05/28/2023 Anniversary: 05/28/2024

### TOTAL CONTRIBUTION

Total Billable Contribution	:	\$	1,342	Contract Effective: 05/28/2023 Contract Anniversary: 05/28/2024
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Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.



# AUTOMOBILE DECLARATIONS OF COVERAGE

Member Name: Poetry  
 Member ID: 3317  
 Contract Type: Liability  
 Coverage Period: 05/28/2023 to 05/28/2024

## AUTOMOBILE LIABILITY

Limits of Liability	:	\$	300,000	Each Occurrence
Medical Payments Limit	:	\$	25,000	Each person
Deductible	:	\$	0	Each Occurrence
Billable Contribution	:	\$	64	Effective : 05/28/2023 Anniversary : 05/28/2024

## AUTOMOBILE PHYSICAL DAMAGE

\*\*\* Coverage Not Selected \*\*\*

## AUTOMOBILE CATASTROPHE

\*\*\* Coverage Not Selected \*\*\*

## TOTAL CONTRIBUTION

Total Billable Contribution	:	\$	64	Contract Effective: 05/28/2023 Contract Anniversary: 05/28/2024
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Coverage is continuous until cancelled. Contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.

\* Automobile Physical Damage Each Occurrence Deductible does not apply to hail.

## \*\*Important Notice – Liability Coverage\*\*

Please include information below for any items that will be added to Member operations during the upcoming year **or** are currently in place **but not shown** on either the previous listing of exposures or the current Liability Schedule.

The operations shown below are **excluded** from Liability Coverage if not reported. Please enter the projected exposure information for all that apply.

<i><b>Description</b></i>	<i><b>Projected Exposure</b></i>
<ul style="list-style-type: none"> <li>◆ Amusement Parks - Total Revenue _____ <i>Note: This includes facilities with motor-driven rides or amusements, including water parks.</i></li> <li>◆ Amusement Devices <u>not</u> associated with an Amusement Park - Provide Description: _____ <i>Note: This includes mechanical amusements such as trains, roller coasters, etc.</i></li> <li>◆ Dams or Water Reservoirs - Total Acre Feet Capacity _____</li> <li>◆ Day Care Operations - Average Daily Attendance _____ Operated by Member _____ <i>Other than temporary recreation programs</i> Leased to Operator _____</li> <li>◆ Electric Utility Operations - Annual Electric Utility Payroll Excluding Clerical _____</li> <li>◆ Gas Utility Operations - Annual Gas Utility Payroll Excluding Clerical _____</li> <li>◆ Nursing Homes - Number of Facilities _____</li> <li>◆ Water or Sewage Treatment Facilities Yes No _____</li> <li>◆ Skateboard Facilities - Number of Facilities _____</li> <li>◆ Wharves, piers, docks or other boat/vessel facilities - Total Revenue _____</li> </ul>	

**Law Enforcement Liability:** If you have added any of the following personnel not shown on the previous listing of exposures, please update the information below:

◆ Police Officers - Total Number	Full Time	_____	Part Time	_____
◆ Police Reserves - Total Number	Full Time	_____	Part Time	_____
◆ Police Clerical - Total Number	Full Time	_____	Part Time	_____
◆ Jails, Holding Facilities or Prisons Used to detain those under legal process			Square Feet <i>(Area of all holding facilities)</i>	_____
◆ Animals (Dogs or Horses)			Number	_____
◆ New or expanded Citizens on Patrol Program			Number of Participants	_____



## Schedule of Applicable Documents

Member Name: Poetry  
Member ID: 3317  
Coverage Period: 05/28/2023 to 05/28/2024 Shown As of 04/26/2023  
Transaction Number: 0061162766

ID	Document Name	Revision Date
L201	Liability Declarations of Coverage	03/11/2004
L209	Automobile Declarations of Coverage	06/08/2006
X150	Schedule of Applicable Documents	06/01/2008
L105	Liability Schedule	01/02/2007
EL229	Coverage for Prior Occurrences	05/20/2002
EL260	Liability Fund Concurrent Effective Date	10/31/2001
EL268	Hired & Nonowned Automobiles - Limitation of Coverage	11/06/2003
EL287	Hired Automobiles – Auto Physical Damage	04/29/2014
L200	Liability Coverage Document	10/01/2022





## Liability Schedule

Member Name: Poetry  
 Member ID: 3317  
 Contract Type: Liability  
 Coverage Period: 05/28/2023 to 05/28/2024  
 Population: 2,069

### General Liability Line

Class Code	Classification Description	Reported Exposure
44100B	Municipalities (0-2,500 Pop.)	50,388

### Law Enforcement Liability Line

Class Code	Classification Description	Reported Exposure
00016	Law Enforcement Liability "If Any"	1

### Errors and Omissions Liability Line

Class Code	Classification Description	Reported Exposure
00016	E & O Liability - City - Under 2,500 Population	51

### Notes Applicable to Fireworks and Special Events:

Sponsored Only: The actual operation or display is performed by independent contractors.  
 Primary Coverage: The actual operation or display is performed by your own employees or volunteers.

## COVERAGE FOR PRIOR OCCURRENCES

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

### GENERAL LIABILITY LAW ENFORCEMENT LIABILITY

Member Name : Poetry  
Member ID : 3317  
Effective Date : 05/28/2023

It is agreed that coverage is extended to apply to **occurrences** taking place on or after 05/28/2016, resulting in a civil **claim** or **claims** first being made against the **Member** or **Covered Parties** during the **Fund Year**, provided written notice of such **claim(s)** is received by the **Fund** during the **Fund Year** or within twenty (20) days from the date that the **Member** withdraws from the **Fund**.

This extension of coverage does not apply to: 1) **occurrences** previously reported as **claims** to a prior insurer, 2) **occurrences** likely to give rise to a **claim** of which the **Member** had knowledge prior to joining the Pool, or (3) **claims** made against the **Member** during any extended reporting period provided by previous insurance.

Coverage provided under this extension shall be considered excess over any other valid and collectible insurance.

## LIABILITY FUND CONCURRENT EFFECTIVE DATE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

Member Name : Poetry  
Member ID : 3317  
Effective Date : 05/28/2023

This declaration page has been issued with a term other than the Fund Year (10-01 to 10-01) as defined in the Interlocal Agreement.

At the end of this term the Declarations of Coverage may be extended to the next 10-01 Fund Year date at the same rates as provided in this document, or lower, should the Fund Board of Directors approve a rate reduction.

Thereafter your Declarations of Coverage will have the same annual coverage dates as the Fund Year (10-01 to 10-01) at the rates in effect at that time.

## HIRED & NONOWNED AUTOMOBILES – LIMITATION OF COVERAGE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

### AUTOMOBILE LIABILITY COVERAGE

Member Name : Poetry  
Member ID : 3317  
Effective Date : 05/28/2023

It is agreed that coverage applies only to **bodily injury** or **property damage** arising out of the operation, use, loading or unloading or maintenance of **hired automobiles** and **non-owned automobiles**.

## HIRED AUTOMOBILES – AUTO PHYSICAL DAMAGE

This endorsement forms a part of the **Declarations** to which attached, effective on the inception date of the coverage unless otherwise stated herein, and modifies such coverage as is afforded by the provisions of the coverage shown below:

### AUTOMOBILE LIABILITY

Member Name : Poetry  
Member ID : 3317  
Effective Date : 05/28/2023

**Hired Automobiles** covered under the Automobile Liability coverage shall also be covered under the Automobile Physical Damage coverage, subject to a deductible of \$500 per occurrence.



## General Liability Limit & Deductible Options

Member Name: Poetry  
 Member ID: 3317  
 Contract Type: Liability  
 Coverage Period: 05/28/2023 to 05/28/2024

Limit Each Occurrence	Deductible per Occurrence							
	\$0	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000
\$300,000	\$219	\$207	\$201	\$188	\$174	\$156	\$126	\$100
\$500,000	\$269	\$257	\$251	\$238	\$224	\$206	\$176	\$150
\$1,000,000	\$319	\$307	\$301	\$288	\$274	\$256	\$226	\$200
\$2,000,000	\$369	\$357	\$351	\$338	\$324	\$306	\$276	\$250
\$3,000,000	\$419	\$407	\$401	\$388	\$374	\$356	\$326	\$300
\$5,000,000	\$519	\$507	\$501	\$488	\$474	\$456	\$426	\$400
\$10,000,000	\$769	\$757	\$751	\$738	\$724	\$706	\$676	\$650

Limit shown is each occurrence. Unless otherwise noted, annual aggregate limit is twice the each occurrence limit except limits over 5 million. 10 million aggregate applies to all occurrence limits over 5 million. Contributions represented on the grid are annual contributions. Estimates based on simple proration for other than an annual term may vary from actual calculated contributions due to rounding.

Texas Municipal League Intergovernmental Risk Pool  
 1821 Rutherford Lane, First Floor, Austin, Texas 78754  
 (512) 491-2300 | (800) 537-6655



## Law Enforcement Liability Limit & Deductible Options

Member Name: Poetry  
 Member ID: 3317  
 Contract Type: Liability  
 Coverage Period: 05/28/2023 to 05/28/2024

Limit Each Occurrence	Deductible per Occurrence						
	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$100,000
\$300,000	\$578	\$546	\$508	\$456	\$367	\$287	\$202
\$500,000	\$728	\$696	\$658	\$606	\$517	\$437	\$352
\$1,000,000	\$878	\$846	\$808	\$756	\$667	\$587	\$502
\$2,000,000	\$1,028	\$996	\$958	\$906	\$817	\$737	\$652
\$3,000,000	\$1,178	\$1,146	\$1,108	\$1,056	\$967	\$887	\$802
\$5,000,000	\$1,478	\$1,446	\$1,408	\$1,356	\$1,267	\$1,187	\$1,102
\$10,000,000	\$2,228	\$2,196	\$2,158	\$2,106	\$2,017	\$1,937	\$1,852

Limit shown is each occurrence. Unless otherwise noted, annual aggregate limit is twice the each occurrence limit except limits over 5 million. 10 million aggregate applies to all occurrence limits over 5 million. Contributions represented on the grid are annual contributions. Estimates based on simple proration for other than an annual term may vary from actual calculated contributions due to rounding.

Texas Municipal League Intergovernmental Risk Pool  
 1821 Rutherford Lane, First Floor, Austin, Texas 78754  
 (512) 491-2300 | (800) 537-6655



## Errors & Omissions Liability Limit & Deductible Options

Member Name: Poetry  
 Member ID: 3317  
 Contract Type: Liability  
 Coverage Period: 05/28/2023 to 05/28/2024

Limit Each Occurrence	Deductible per Occurrence						
	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000	\$50,000	\$100,000
\$300,000	\$544	\$514	\$478	\$429	\$346	\$271	\$190
\$500,000	\$694	\$664	\$628	\$579	\$496	\$421	\$340
\$1,000,000	\$844	\$814	\$778	\$729	\$646	\$571	\$490
\$2,000,000	\$994	\$964	\$928	\$879	\$796	\$721	\$640
\$3,000,000	\$1,144	\$1,114	\$1,078	\$1,029	\$946	\$871	\$790
\$5,000,000	\$1,444	\$1,414	\$1,378	\$1,329	\$1,246	\$1,171	\$1,090
\$10,000,000	\$2,194	\$2,164	\$2,128	\$2,079	\$1,996	\$1,921	\$1,840

Limit shown is each wrongful act. Unless otherwise noted, annual aggregate limit is twice the each wrongful act limit except limits over 5 million. 10 million aggregate limit applies to all wrongful act limits over 5 million. Contributions represented on the grid are annual contributions. Estimates based on simple proration for other than an annual term may vary from actual calculated contributions due to rounding.

Texas Municipal League Intergovernmental Risk Pool  
 1821 Rutherford Lane, First Floor, Austin, Texas 78754  
 (512) 491-2300 | (800) 537-6655





## Automobile Hired & Non-Owned Limit & Deductible Options

Member Name: Poetry  
 Member ID: 3317  
 Contract Type: Liability  
 Coverage Period: 05/28/2023 to 05/28/2024

Limit Each Occurrence	Deductible per Occurrence					
	\$0	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000
\$300,000	\$64	\$59	\$55	\$51	\$45	\$37
\$500,000	\$66	\$61	\$57	\$53	\$47	\$39
\$1,000,000	\$67	\$62	\$58	\$54	\$48	\$40
\$2,000,000	\$69	\$64	\$60	\$56	\$50	\$42

Contributions represented on the grid are annual contributions. Estimates based on simple proration for other than an annual term may vary from actual calculated contributions due to rounding.



**PROPERTY DECLARATIONS OF COVERAGE**

Member Name: Poetry  
 Member ID: 3317

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- Coverages Elected:**
- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Real and Personal Property | <input type="checkbox"/> Crime            |
| <input checked="" type="checkbox"/> Boiler and Machinery       | <input type="checkbox"/> Animal Mortality |
| <input type="checkbox"/> Mobile Equipment                      |   |

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**Real and Personal Property**                      **Effective Date: 05/28/2023**                      **Anniversary Date: 05/28/2024**

Limit:	\$201,250	Occurrence Deductible:	
Coverage Basis:	Special Form	Other than Wind and Hail:	\$1,000
Valuation Basis:	Replacement Cost	Wind and Hail:	Refer to Coverage Document.
Coverage Extensions:	As Scheduled		
Fine Arts:	Not Included		
		Billable Contribution:	\$324

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**Flood And Earthquake**                      **Effective Date: 05/28/2023**                      **Anniversary Date: 05/28/2024**

Flood Limit:	\$201,250	Flood and Earthquake Occurrence Deductible:	\$25,000
Earthquake Limit:	\$201,250		Or 1% of Building Value, whichever is greater.
		Billable Contribution:	\$98

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**Boiler And Machinery**                      **Effective Date: 05/28/2023**                      **Anniversary Date: 05/28/2024**

Per Accident Limit:	\$100,000	Deductible:	\$1,000
Valuation Basis:	Replacement Cost	Billable Contribution:	Included

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**Total All Elected Property Coverages:**                      Billable Contribution:                      \$422

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Coverage is continuous until cancelled. Annual contributions are subject to adjustment each year on the anniversary date based on updated exposure information and changes in rating.



## Schedule of Applicable Documents

Member Name: Poetry  
Member ID: 3317  
Coverage Period: 05/28/2023 to 05/28/2024 Shown As of 04/26/2023  
Transaction Number: 0061231367

<b>ID</b>	<b>Document Name</b>	<b>Revision Date</b>
P301	Property Declarations of Coverage	10/01/2020
X150	Schedule of Applicable Documents	06/01/2008
P200	Real and Personal Property Schedule	04/26/2010
P215	Coverage Extensions Schedule	07/16/2018
P300	Property Coverage Document	10/01/2022

Member Name: Poetry

Member ID: 3317

**\*\*Important Notice – Property Coverage \*\***

**ALL OWNED PROPERTY LOCATIONS MUST BE REPORTED FOR COVERAGE TO APPLY. IT IS ASSUMED THAT UNREPORTED PROPERTY IS NOT INTENDED TO BE COVERED.**

The Pool requires each member to annually provide a statement of **100%** values for all buildings, structures, personal property (contents), and mobile equipment for those to be covered for the following year. **THE POOL ASSUMES THAT UNREPORTED PROPERTY IS NOT INTENDED TO BE COVERED.**

Please review the schedules behind the Declarations of Coverage and notify the Pool of any changes (additions, deletions, or information changes). Changes can be submitted online at [www.tmlirp.org](http://www.tmlirp.org).



## Real and Personal Property Schedule

Member Name: Poetry  
 Member ID: 3317  
 Coverage Period: 05/28/2023 to 05/28/2024 Shown As of 04/26/2023

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Your Real & Personal Property Coverage and associated contribution and limit are based on the values shown on the following schedule. Where a "0" or no value is shown, no coverage is provided. The values shown are the estimated Replacement Cost or Actual Cash Value (RC or ACV) unless otherwise noted and endorsed. Any changes or corrections may require adjustment to the contribution. Improvements and betterments to locations you lease from others are included with the contents value. Your elected Coverage Extension limits are shown on a separate schedule.

ID	Hist. ID	Address or Site Secondary ID	Year Built	Occupancy Department	Bldg Value Valuation Basis	Contents Value Valuation Basis
1		5671 CR 323	1960	Town Hall	\$189,750	\$11,500
				City Hall	Replacement Cost	Replacement Cost
Coverage: Real & Personal Property			Total Items:	1	\$189,750	\$11,500



## Coverage Extensions Schedule

Member Name: Poetry  
 Member ID: 3317  
 Coverage Period: 05/28/2023 to 05/28/2024 Shown As of 04/26/2023

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Elected Coverage Extension limits are shown below. Any changes or corrections may require adjustment to the contribution. Note: Limits for Newly Acquired Property and Pollutant Cleanup and Removal may not be increased above the limits indicated below.

Coverage Extension	Limit
Accounts Receivable	\$10,000
Leasehold Interest	\$5,000
Loss of Revenue/Extra Expense and Rental Value	\$50,000
Newly Acquired Property	\$1,000,000 or the Real & Personal Property Limit, whichever is less
Outdoor Trees & Shrubs (\$250 per item)	\$10,000
Personal Property of Employees & Officials	\$5,000
Pollutant Cleanup and Removal	\$20,000 each premises
Property in Transit	\$1,000,000
Valuable Papers and Records, and EDP Media	\$10,000



## PROPERTY SUMMARY AND DEDUCTIBLE OPTIONS

Member Name: Poetry  
 Member ID: 3317  
 Coverage Period: 05/28/2023 to 05/28/2024

The annual contributions for the options shown below are based on the coverage and schedule information submitted and include increased Coverage Extension limits, if any. Changes to schedules may require recalculation of the contribution.

### REAL AND PERSONAL PROPERTY (Excluding Flood and Earthquake)

Limit: \$201,250  
 Coverage Extension: As scheduled  
 Valuation Basis: Replacement Cost  
 Windstorm: Included  
 Coverage Basis: Special Form

<b>Deductible</b>	\$100	\$250	\$500	\$1,000	\$2,500	\$5,000	\$10,000	\$25,000
<b>Contribution</b>	\$567	\$421	\$369	\$324	\$285	\$260	\$237	\$224

\*The deductible for wind and hail is the **lesser of** 1% of the value of each building damaged or 0.1% of the building value for all buildings scheduled at the time of loss, subject to the minimum of the occurrence deductible selected.

### FLOOD AND EARTHQUAKE (Includes Real and Personal Property, Fine Arts and Portable Equipment, as scheduled)

Flood Limit: \$201,250  
 Valuation Basis: Replacement Cost

<b>Deductible</b>	\$10,000	\$25,000	\$50,000					
<b>Contribution</b>	\$128	\$98	\$91					

\*The deductible for flood and earthquake is the **lesser of** 1% of the value of each building damaged or 0.1% of the building value for all buildings scheduled at the time of loss, subject to the minimum of the occurrence deductible selected.

# Dear City Mayor and Councilmen of (City Name),

We are writing to urge you to take action on the issue of Municipal Utility Districts (MUDs) in your communities, and to follow the example set by our neighbors Kaufman and Rockwall County, which have both passed ordinances opposing the formation of special use districts by developers. The following is our opinion on the matter:

1. MUDs are a type of political subdivision formed by developers to provide infrastructure and services to residents in unincorporated areas. While they may seem like a convenient solution to providing essential services, they can often be a burden on the people they serve and pose potential dangers.
2. One major issue with MUDs is the lack of oversight and regulation, as developers often use them to avoid zoning and platting requirements, building standards, and environmental protections. This lack of oversight can lead to subpar infrastructure and homes, which can be unsafe for residents and contribute to environmental degradation.
3. MUDs create an imbalance in power between developers and local governments. Developers have the ability to levy taxes and issue bonds without the oversight of elected officials. This means that they can ignore the needs and concerns of the local community, making decisions based solely on their own interests.
4. Concerning the lack of oversight, MUDs can also be a financial burden on the people they serve. MUDs have high property tax rates, which can make it difficult for residents to afford their homes. These tax rates can also be unpredictable, as they are often tied to the repayment of bonds used to finance the construction of infrastructure. If the bond repayment schedule changes, the tax rate can increase, leaving residents with unexpected financial obligations.
5. MUDs can create potential dangers for residents. They can contribute to urban sprawl, which can increase traffic congestion and air pollution. Urban sprawl can lead to longer commute times and more vehicle miles traveled, contributing to negative health outcomes and increased greenhouse gas emissions. Additionally, MUDs often rely on groundwater sources, which can be contaminated with harmful chemicals and pollutants, leading to serious health problems.
6. It is important to take action to prevent the negative impacts of MUDs in your communities. Both Kaufman and Rockwall County are setting an excellent example by passing an ordinance opposing developer's special use districts. This type of regulation can help prevent subpar infrastructure and homes and protect residents from financial and health hazards.
7. MUDs have notable negative effects on emergency services. Rural volunteer fire departments and paid fire departments with ESDs (Emergency Service Districts), as well as law enforcement, are already stretched thin and work with minimal budgets and staffing. The residents of MUDs deserve emergency responses just like every other resident in the county, but the authorities having jurisdiction bear the burden of the service. This can strain already limited resources and result in



longer response times, potentially putting lives and property at risk. By opposing the formation of special use districts, local governments can help to ensure that emergency services are not further burdened and that all residents receive the same level of protection and care.

8. MUDs can also have a negative impact on the sense of community in a given area. Because they are often developed with a focus on profit rather than on the needs and desires of the local community, they can lack the character and sense of place that define many neighborhoods and towns. This can lead to a sense of isolation and disconnection among residents, making it more difficult to build strong, resilient communities. By opposing MUDs, local governments can help to foster a sense of community and ensure that development is done in a way that reflects the needs and values of the people who live there.
9. The lack of power that local governments have over MUDs means that they cannot deny their formation, even if it goes against their comprehensive plans and subdivision regulations. As Judge New of Rockwall County is stated on pages 196-197 of Rockwall's 3-28-23 Commissioner Courts minutes, "The authority of the City and County goes out the door when a MUD District is formed" and further stated that "the developers are not answerable to the Citizens." This means that developers can essentially bypass local regulations and create developments that do not align with the community's vision for growth and development. This lack of accountability can lead to urban developments being placed in areas that were not meant for such growth, further contributing to issues such as traffic congestion, environmental degradation, and a strain on emergency services.
10. The fact that The Texas Commission for Environmental Quality (TCEQ) has never denied a MUD application is a major problem. As Judge New stated at the same commissioner court, "The Texas Commission for Environmental Quality (TCEQ) are the people processing the applications for the developers and there is no mechanism by which they turn down the applications. TCEQ gives the developer every opportunity to cure any deficiencies. Commissioner Macalik has investigated TCEQ to obtain the total number of applications that TCEQ has denied and was informed that they have not denied any." This lack of oversight and regulation from the TCEQ allows developers to easily obtain approval for MUDs, regardless of the potential negative impacts on the community and environment. It is therefore crucial that local governments take action to oppose MUDs and ensure that developers are held accountable for their impact on the community.

In conclusion, we strongly encourage the leaders of **(City Name)** to consider petitioning Hunt County to pass an ordinance opposing the formation of special use districts. This action should send a clear message that the interests of the community come first and will help ensure that developers are held accountable for their impact on the community. Thank you for your attention to this important matter.

Sincerely,

The Town of Poetry, Texas

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE TOWN OF POETRY, TEXAS ESTABLISHING A POLICY OF TRANSPARENCY;  
ESTABLISHING AMENDMENT OF MODIFICATION REQUIRMENTS; REQUIRING A NOTICE OF  
MODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Poetry is a Type A General Law municipality, created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, State of Texas Tax Code Section 302.001 allows municipalities to levy property tax (ad valorem taxes) within the municipality's jurisdiction; and

WHEREAS, as the first governing body of the Town of Poetry desires to enshrine a doctrine of light governance in an official ordinance;

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

*Section 1. Establishment of Property Tax Communication*

The Town of Poetry establishes a policy of transparency and community feedback in matters pertaining to property tax.

*Section 2. Amendment of Modification*

Modifications, changes, amends, overturning, or by any other means altering this ordinance requires proper notice be given to the Town. Such modification must be:

A. Discussed in no fewer than three (3) consecutive Town Meetings which are:

1. Separated by no less than 28 consecutive calendar days,
2. Separated by no more than 37 calendar days,
3. Fully compliant with Texas Open Meeting Acts (as amended) rules, laws or regulations,
4. Regular open meetings of the Town of Poetry and not a special meeting,
5. Open to comments by citizens and owners of property within the Town of Poetry who would be subject to such modification, regardless of citizenship in the Town or residence within the Town, regardless of whether discussion of specific agenda items is disallowed otherwise by ordinance, custom, or tradition,
- 6.

### *Section 3. Notice of Modification*

Proper notice must be provided of the intent to modify this ordinance. Such notice must be:

A. Posted in any official information delivery medium (print, video, broadcast, web site, and similar, as applicable) of the Town in a manner that is reasonably accessible to a significant portion of the consumers of that medium, to include:

1. As a bolded item in the agendas for the Town meetings where discussions will be held;
2. Included at least once in a printed delivery medium such as the Poetry Post or any other monthly periodical of general Town information which is publicly distributed;
3. On the official Town website in a prominent place such as the home page and/or pages devoted to public notifications;
4. Repeated at least twice daily on any official broadcast medium (such as radio, television or equivalent communication medium), if applicable, during the most consumed hours of that broadcast day and separated by no less than 5 hours;
5. As a public announcement on each podcast, video, or equivalent communication medium of information distribution if any, should it be used for general Town information or be used to announce the meeting.

B. Included in the meeting agenda of the meeting where the modification is to be discussed, and announced with verbiage which includes the sentence, "This item may impact your taxes and rights as a property owner in the Town of Poetry" as either or both the first and/or last sentence of the announcement.

C. A letter must be send out to all residents briefing them on the ordinance/modification in consideration and announced with verbiage which includes the sentence, "This item may impact your taxes and rights as a property owner in the Town of Poetry" as either or both the first and/or last sentence of the announcement.

### *Section 4. Applicability to Property Tax Rate*

Modifications, changes, amends, overturning, or by any other means altering the Town's ad valorem rate is subject to the notification requirements as stated in Section 2 and Section 3 of this ordinance.

### *Section 5. Implementation Date*

Should a Modification as described in Section 2 be implemented, the implementation date is no sooner than ninety (90) days after the swearing-in of the governing body after the general election following the modification ratification.

### *Section 6. Engrossment and Enrollment*

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

#### *Section 7. Limitations on the Use of Property Tax Revenue*

If property taxes are ever implemented, the use of property tax revenue shall be restricted exclusively to road repairs within the Town, as determined and prioritized by the Town Council.

#### *Section 8. Supermajority Vote Requirement*

Any modification, change, or amendment related to implementing or increasing property taxes, or to this ordinance, shall require the affirmative vote of at least two-thirds of the total members of the Town Council.

#### *Section 9. Sunset Clause for Property Taxes*

If property taxes are ever implemented, this provision requiring a reevaluation and renewal of the property tax ordinance every year by the town council during their annual budget discussions and decision-making processes. An affirmative vote of at least two-thirds of the total members of the Town Council is required to keep the property tax in effect.

#### *Section 10. Exemptions*

All future property tax policies shall provide exemption or deferral options for elderly residents, households with fixed or low incomes, individuals with disabilities, and disabled veterans, as defined by the Town Council. The process to establish and administer these exemptions or deferrals shall encompass, but not be restricted to, the following:

- A. Establish clear and objective eligibility criteria for exemptions or deferrals, including age, income, and asset thresholds, applicable to elderly residents, households with fixed or low incomes, individuals with disabilities, and disabled veterans.
- B. Implement a transparent and accessible application process, including assistance for applicants facing difficulties with forms or documentation, enabling eligible residents to request and receive exemptions or deferrals.
- C. Conduct regular communication and outreach initiatives to inform eligible residents about the availability, benefits, deadlines, and requirements of the exemptions or deferrals.

### *Section 11. External Financial Review*

An independent, external financial review of the Town's budget and spending shall be conducted and presented to the Town Council and the public before any proposal to implement or increase property taxes can be considered. The external financial review shall include, but not be limited to, the following:

- A. An assessment of the Town's current financial position, including an analysis of revenues, expenditures, and fund balances.
- B. A review of the Town's financial policies, procedures, and controls to ensure compliance with generally accepted accounting principles (GAAP) and applicable laws and regulations.
- C. A detailed analysis of the Town's revenue sources, identifying any potential opportunities for increasing non-property tax revenues or optimizing existing revenue streams.
- D. An examination of the Town's expenditure patterns and trends, highlighting any areas of inefficiency, potential cost savings, or opportunities for improved resource allocation.
- E. Recommendations for short-term and long-term financial planning strategies to address any identified fiscal challenges, including alternative funding mechanisms, budget adjustments, and policy changes.
- F. The external financial review shall be conducted by a qualified, independent accounting firm or financial consultant with experience in municipal finance and budget analysis.
- G. The results of the external financial review shall be presented in a written report and a public presentation to the Town Council, with ample opportunity for public questions and comments.

### *Section 12. Mandatory Public Referendum*

Any proposal to implement or increase property taxes must be approved by a majority of the registered voters of the Town of Poetry in a public referendum. The process for conducting a public referendum shall include, but not be limited to, the following:

- A. A detailed proposal outlining the reasons for implementing or increasing property taxes, including the expected impact on the Town's budget, services, and community members.
- B. A public information campaign to educate the community on the proposed property tax implementation or increase, including the distribution of informational materials, public meetings, and online resources.
- C. The scheduling of the public referendum at a time that maximizes voter participation, such as during a general or primary election, or on a date when no other elections are taking place.
- D. The use of a clear and concise ballot question that accurately reflects the proposal and the decision facing the voters, along with any related instructions or explanations.

E. The establishment of polling locations and hours that ensure accessibility and convenience for all registered voters, including those with disabilities or limited transportation options.

F. The proper counting, tabulation, and certification of referendum results by an impartial and qualified entity or individual, in accordance with applicable laws and regulations.

G. A requirement that the Town Council abide by the outcome of the public referendum, taking appropriate actions to implement the approved property tax changes or explore alternative revenue sources if the referendum fails.

H. The incorporation of any necessary amendments or modifications to the Town's ordinances, codes, or policies to reflect the outcome of the public referendum, with due consideration given to the legal requirements and limitations for Type A general law municipalities in Texas.

*Section 13. Property Tax Rate Cap*

If a property tax is implemented, a maximum property tax rate shall be established, as determined by the Town Council, that cannot be exceeded without an additional public referendum.

*Section 14. Severability*

Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the ordinances of the Town as a whole.

*Section 16. Effective Date*

This Ordinance shall be effective upon its passage and approval.

PASSED AND APPROVED on this \_\_\_ day of \_\_\_\_\_, 2022.

APPROVED:

\_\_\_\_\_

Tara Senkevech, Mayor

ATTEST:

\_\_\_\_\_

Town Secretary

**TOWN OF POETRY, TEXAS**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, ESTABLISHING AND, IN ACCORDANCE WITH STATE LAW, REQUIRING MUNICIPAL OFFICERS TO TAKE AN OATH OF OFFICE UPON ASSUMING THE DUTIES AND RESPONSIBILITIES OF OFFICE, CALCULATED TO SECURE THE FAITHFUL PERFORMANCE OF THE OFFICER'S DUTIES; PROVIDING A SEVERABILITY CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Article XVI, Section 1, of the Texas Constitution requires that all elected and appointed public officials, before they enter upon the duties of their offices, shall take an oath of office prior to the assumption of the duties and responsibilities of office, and that the oath is a means for the public official to make his/her public commitment to faithfully and lawfully perform the duties, responsibilities and obligations associated with the municipal office; and

**WHEREAS**, Section 22.005 of the Texas Local Government Code provides that the governing body of a municipality by ordinance may require a municipal officer to take any additional oath that the governing body considers best calculated to secure the faithful performance of the officer's duties; and

**WHEREAS**, the Town Council of the Town of Poetry, Texas, finds and determines that municipal officers of the Town who are otherwise required to take an oath of office shall take an oath of office as required by law, supplemented by an additional oath to uphold the ordinances of the Town, which the Town Council finds and determines is best calculated to secure the faithful performance of the officer's duties, as set forth herein.

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

**SECTION 1.** That the Town Council of the Town of Poetry, Texas, finds and determines that the premises hereof are true and correct.

**SECTION 2.** That from and after the effective date of this Ordinance, all municipal officers of the Town of Poetry who are required to take an oath of office upon the assumption of official duties, in addition to any and all other oaths as may be required by law, shall take the following oath:

I, \_\_\_\_\_, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of \_\_\_\_\_, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, and the laws and ordinances of the Town of Poetry, Texas, so help me God.

**SECTION 3.** That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 4.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**DULY PASSED AND APPROVED** by the Town Council of the Town of Poetry, Texas, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

APPROVED:

\_\_\_\_\_  
MAYOR



ATTEST:

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TOWN SECRETARY

APPROVED AS TO FORM:

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TOWN ATTORNEY

Event Date	Category ↓	Context	Description	Product	Amount
06/01/2023	Workers' Comp	Policy Issuance	Installment	Workers' Compens...	\$331.00
06/01/2023	Real & Personal Property	Renewal	Installment	Property Package	\$422.00
05/28/2023	Pre-Payment Discount - Workers' Comp	Policy Issuance	One-Time	Workers' Compens...	(\$6.62)
05/28/2023	Pre-Payment Discount - Real and Personal Property	Renewal	One-Time	Property Package	(\$8.44)
05/28/2023	Pre-Payment Discount - Law Enforcement Liability	Renewal	One-Time	Liability Package	(\$11.56)
05/28/2023	Pre-Payment Discount - General Liability	Renewal	One-Time	Liability Package	(\$4.40)
05/28/2023	Pre-Payment Discount - Errors and Omissions Lia...	Renewal	One-Time	Liability Package	(\$10.88)
05/28/2023	Pre-Payment Discount - Cyber Liability	Renewal	One-Time	Cyber Line	(\$4.94)
05/28/2023	Pre-Payment Discount - Automobile Liability	Renewal	One-Time	Liability Package	(\$1.28)
06/01/2023	Law Enforcement Liability	Renewal	Installment	Liability Package	\$578.00
06/01/2023	General Liability	Renewal	Installment	Liability Package	\$220.00
06/01/2023	Errors & Omissions Liability	Renewal	Installment	Liability Package	\$544.00
06/01/2023	Cyber Liability	Renewal	Installment	Cyber Line	\$247.24
06/01/2023	Automobile Liability	Renewal	Installment	Liability Package	\$64.00
					<b>\$2,358.12</b>

I=Inspected  
NI NP D

NI=Not Inspected

NP=Not Present

D=Deficient



The roofing is nearing the end of its life cycle. Minor repairs are recommended in the short term to maintain the weather tightness of the roof. Damaged or missing roofing material should be repaired. All roof penetrations should be examined and sealed as necessary.

BN - The performance of this roof is subjective and is sometimes difficult for two individuals to agree on the life of a roof. Consulting a qualified roofing specialist may help you to better understand the roof conditions. Asking your roof specialist to create a roof maintenance schedule for your roof will assist in minimizing your overall expense.

BN - The inspection does not in any way guarantee the insurability of the roof. Prior to closing, consulting your insurance company may assist you to better understand the roof conditions and determine if the insurance company will agree with the age and condition of the roof.

TL - The inspector is not required to: (A) inspect the roof from the roof level if, in the inspector's reasonable judgment, the inspector: (i) cannot safely reach or stay on the roof; or (ii) significant damage to the roof covering materials may result from walking on the roof; (B) determine: (i) the remaining life expectancy of the roof covering; or (ii) the number of layers of roof covering material; (C) identify latent hail damage; (D) exhaustively examine all fasteners and adhesion, or (E) provide an exhaustive list of locations of deficiency and water penetrations.

**D. Roof Structures and Attics**

*Viewed From: Walking Attic (partially, due to no safe passageway in all areas)*

*Approximate Average Depth of Insulation: No Insulation Found*

*Approximate Average Thickness of Vertical Insulation: No Insulation Found*

*Insulation Type: No Insulation In Place*

*Description of Roof Structure: Rafter Assembly*

*Attic Access Location: Hallway*

*Attic Accessibility: Partially*

*Description of Attic Ventilation: No Ventilation Present*

In my opinion the roof structure and attic appeared to be in Fair condition on the day of the inspection.

The following observations, deficiencies, and exceptions, if any, associated with the roof structure and attic that were

This is a personal, private and confidential report prepared exclusively for Tom Anderson by Scott Kelly TREC# 20103 © East Texas Home Inspections Phone # and is not to be distributed to anyone without first obtaining writing permission from both Tom Anderson and East Texas Home Inspections



**TOWN OF POETRY, TEXAS**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**TOWN ENGINEER/ENGINEERING SERVICES**

DELIVER STATEMENTS OF QUALIFICATIONS TO:

Town of Poetry  
5671 CR 323  
Poetry, Texas 75160  
[contact@poetrytexas.org](mailto:contact@poetrytexas.org)

Submittal Due Date:

5:00, P.M., \_\_\_\_\_, 2023

REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
TOWN ENGINEER/ENGINEERING SERVICES

The Town of Poetry, Texas, is seeking Statements of Qualifications (“SOQ’s”) from qualified persons to serve as the Town Engineer for the Town of Poetry. Applicants must be licensed/registered in the State of Texas to provide professional engineering services to and for the Town of Poetry on a non-exclusive, indefinite and as-needed basis.

Section 1. About Poetry

Poetry is a young town, incorporated in November of 2020. It was originally known as Turner's Point and was established in 1845. In 1876, the community was renamed Poetry. The new name was suggested by local merchant Maston Ussery, who said that the area in springtime reminded him of a poem. In 1905, Poetry's post office closed, and service was consolidated with nearby Terrell. A 1984 incorporation vote was approved by local residents but was invalidated by the Kaufman County Commissioners Court due to technicalities. Today, Poetry is a widely dispersed, lightly populated agricultural community that was successfully incorporated in November of 2020.

As a small rural community, Poetry does not own or operate police or fire departments or a utility system. The Town’s foremost needs involve road maintenance and repair, and the supervision/monitoring of franchise utilities. Comprehensive regulations relating to zoning, building inspections and permitting, subdivision regulation, and street and road construction standards have not yet been adopted. The Town perceives that the Town Engineer’s primary responsibility will be the administration of the Town’s right-of-way management regulations and associated permitting requirements and the review of matters relating to drainage and street and road construction, maintenance and repair. The Town’s engineering needs will expand over time.

Section 2. Proposal Preparation Instructions and Information Required

SOQ’s/proposals should be clearly labeled as **Statement of Qualifications in Response to Request for Qualifications for Town Engineer, Town of Poetry**. To facilitate the review process and obtain the maximum degree of comparison, please meet the following guidelines:

- SOQ’s should be submitted no later than 5:00 P.M., on \_\_\_\_\_, 2023.
- SOQ’s may be submitted either electronically or in paper format, hand-delivered, delivered by a courier service, or mailed. It is the proposer’s obligation to ensure timely receipt of the SOQ by the Town; the Town is not responsible for delays in mailing or transmission by third-party services.
- SOQ’s must contain confirmation that the person is licensed to engage in the practice of engineering in the state of Texas, the date(s) of licensure, and the number of years of experience in the practice of engineering.

- SOQ's must show that the applicant is qualified and experienced in the practice of engineering, as described in Section 1001.003, Texas Occupations Code.
- SOQ's must contain a list of current municipal clients or clients with comparable needs of municipalities.
- SOQ's must contain the applicant's name and firm name, office address and phone numbers, and a description of the size and experience of the applicant's firm, if any.
- SOQ's must contain the resumes or CV's of key personnel, background accomplishments and any other pertinent information for each of the key personnel to be assigned for direct work for the Town (including subcontractors, if any), and must identify the lead engineer to be the Town's primary point of contact.
- SOQ's must contain a description of experience and identify specific qualifications, which the applicant believes qualifies its firm to perform this work. Include the names, addresses, contact persons, and telephone numbers of prior organizations served.

If submitted in hard-copy paper format, SOQ's must be submitted in a sealed envelope. Any information deemed by the applicant to be confidential, trade-mark or trade secret protected must be so labeled.

### Section 3. Selection Process

Upon submission of SOQ's, the Town will review each and will make a determination as to which applicant is the most qualified based on the Town's needs. The Town's review will include the SOQ and may include interviews and background/client checks. In evaluating the applicants' qualifications, the Town may consider the following criteria:

- History in Texas of successful engineering projects;
- Demonstrated knowledge and experience in the practice of engineering, particularly as it relates to municipal services and the needs of the Town;
- Years of experience and qualifications in specializing in municipal engineering;
- Previous history with public sector entities, particularly general and home rule municipalities and special districts;
- Lead Engineer's involvement in scope of work and designation of Lead Engineer;
- Client references.

The Town, at its discretion, may request presentations by or meetings with any or all applicants to clarify or negotiate modifications to the applicant's proposal. However, the Town reserves the right to make an award without further discussion of the proposals submitted.



Therefore, proposals should be submitted initially on the most favorable terms which the firm can propose.

Upon the Town's determination as to the most qualified applicant, the Town will then negotiate pricing and fee structures. If the Town and the most qualified applicant are unable to negotiate an acceptable pricing and fee structure, the Town will then proceed to negotiate with the next most qualified applicant and so on until a final selection is made. Upon final selection, the parties will enter into a professional services agreement substantially in the form attached hereto.

#### Section 4. Miscellaneous Information

- The Town reserves the right to accept or reject, either in whole or in part, any and all submittals in response to this request, to waive irregularities, to accept proposals that the Town deems to be most advantageous, or take whatever action deemed necessary to protect the Town's best interest.
- All material submitted regarding this RFQ becomes the property of the Town. Such materials/documents may, as required by law, be made available for public inspection after the final selection has been made. As property of the Town, the Town has the right to use the information contained in the submittal that is not clearly marked as confidential, proprietary or trademark/trade secret-protected.
- The Town will not be responsible for any costs incurred by applicants in the preparation and submittal of SOQ's.
- The Town reserves the right to make reference checks with any client listed in the documents for further information and verification of the consultant's qualifications.
- SOQs cannot be altered once submitted, unless the applicant has made a material error in submission, provides the Town with notice, and corrects the error prior to the submission deadline.

The Town may make such investigations as it deems necessary to determine the ability of the applicant to provide satisfactory performance in accordance with specifications, and the applicant shall furnish to the Town all such information and data for this purpose as the Town may reasonably request.

Any questions or requests for clarification should be directed to Mayor, Town of Poetry, at [contact@poetrytexas.org](mailto:contact@poetrytexas.org).

# **TOWN OF POETRY, TEXAS STANDARD FORM PROFESSIONAL SERVICES AGREEMENT**

## **ARTICLE 1 RECITALS AND INTENT**

1.1 This Agreement ("Agreement") is made by and between the Town of Poetry, Texas ("Town") and the person or organization whose signature appears herein ("Professional"), acting by and through their duly authorized representatives, and is effective on the date stated herein.

1.2 The Town has requested general architectural, engineering and/or other professional services as assigned, and desires to engage Professional to provide certain professional services in connection with the work assigned ("Services").

1.3 The Town desires to engage the services of Professional as an independent contractor, and not as an employee, to perform the assigned Services under the terms and conditions provided in this Agreement, and Professional desires to render professional services for the Town on the terms and conditions provided in this Agreement.

1.4 This Agreement and the obligations of the parties are contained in this document and in any Request for Proposals or Qualifications issued by the Town, and the Services and details of performance will be described in task orders.

## **ARTICLE 2 CONTRACTUAL RELATIONSHIP**

2.1 The Town agrees to employ the Professional, and the Professional agrees to perform, on a non-exclusive basis, as an independent contractor, certain professional services on an as-needed basis pursuant to Town-issued task or work orders in accordance with the project described therein.

2.2 This Agreement shall serve as the general agreement for professional services, and each assignment will be defined by a task order,

which will define the scope, fee, and schedule for such assignment. Professional may be engaged by the Town on a project-by-project basis, at the Town's sole option, by task order, and the Town's approval of this Agreement shall in no way be interpreted as any guaranty of any work assignment. No Services shall be undertaken or performed by Professional unless and until a written notice to proceed has been issued by the Town, following its approval of a task order.

2.3 The Services to be provided under this Agreement are intended to include services within the scope of Professional's licensure or registration and may include plan review, plan and project design services, and project supervision and management. The Professional shall also perform additional services as may be requested from time to time by the Town. The Town shall compensate the Professional as provided in task orders.

## **ARTICLE 3 PROFESSIONAL'S OBLIGATIONS**

3.1 Professional's obligations include the following:

3.1.1 The Professional shall provide to the Town the professional services and incidental materials specified in the Services assigned. No Services shall be undertaken or performed by the Professional until a written notice to proceed has been issued by the Town.

3.1.2 All Services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Professional will re-perform any Services not meeting this standard without additional compensation.



3.1.3 If, after the performance has begun, an error or omission is discovered and the item can still be provided in the sequence of performance without premium to the Town, the Town will pay for this item just as if it had been included in the original design documents. If this error or omission is discovered out of sequence with the performance timetable, then the Professional will pay for the premium to have this service corrected or included, while the Town will pay for this corrected service as if it had been included in the original documents.

3.1.4 Professional shall, promptly following issuance of a task order, submit a Schedule of Work for Town's approval, which shall specify the dates and milestones by which the Services covered by the task order will be completed. Professional shall perform the Services in a timely fashion to comply with the Town's requirements and in accordance with the approved Schedule of Work.

3.1.5 Professional shall exercise the customary professional standard of skill and care in their efforts to comply with all applicable laws, rules and regulations governing all Services and any projects authorized by this Agreement.

3.2 Opinions of Probable Construction Cost. Any opinions or estimates of probable construction costs to be provided under this Agreement are to be made or reviewed on the basis of the Professional's experience and qualifications and represent the Professional's judgment as an experienced and qualified professional. However, since the Professional has no control over the cost of labor, materials, equipment or services furnished by others or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Professional.

### 3.3 Services During Construction

#### 3.3.1 Professional's Personnel at Construction Site

a. If included in the Services assigned, Professional shall make visits to the site at intervals appropriate to the various stages of construction as identified in the task order, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the work of the construction contractor (the "Contractor").

b. Additionally, if and to the extent included in the assigned Services, Professional shall provide the services of a Project Representative at the site to assist Professional and to provide on-site observations of such work. The furnishing of such Project Representative services will not extend Professional's responsibilities or authority beyond the specific limits set forth in this Agreement. Such visits and observations by Professional and the Project Representative are not intended to be exhaustive, or to extend to every aspect of the work in progress, or to Professional in this Agreement, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on Professional's exercise of professional judgment as assisted by the Project Representative. Based on information obtained during such visits and such observations, Professional shall endeavor to determine, in general, if such work is proceeding in accordance with the construction contract documents ("Contract Documents"), and Professional shall keep Town informed of the progress of the work. The Professional shall report to the Town any deficiencies in the work of which the Professional has direct knowledge.

3.3.2 Contractor Responsible for Construction Work. The Professional shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. The Professional shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions or

the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

3.3.3 Construction Progress Payments. Recommendations by the Professional to the Town for periodic construction progress payments to the Contractor will be based on the Professional's knowledge, information and belief from selective observation and sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the Professional to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that the Professional has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work materials or equipment has passed to Town free and clear of all liens, claims, security interests or encumbrances; or that there are not other matters at issue between Town and Contractor that affect the amount that should be paid.

3.3.4 Contractor Submittals. Professional shall review Contractor's shop drawings and other submittals if included in the assigned Services. Such a review shall be only for conformance with the information given in the Contract Documents and for compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incident thereto.

3.3.5 Record Drawings. Professional shall prepare record drawings if included in the assigned Services. Such record drawings will be based on information furnished by Contractor to Professional showing changes made during construction. The Professional is not responsible for any errors or omissions in the information provided by Contractor that is incorporated into the record drawings.

## **ARTICLE 4 THE TOWN'S RESPONSIBILITIES**

4.1 The Town shall provide to Professional all its criteria and requirements for any Project and all available information pertinent to the Project including previous reports. Professional may reasonably rely upon such information.

4.2 The Town shall arrange for access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform Services under this Agreement.

4.3 The Town will obtain, arrange and pay for all advertisements for bids; all permits and licenses required for the Project; and all land, easements, rights-of-way and access necessary for the Professional's Services under this Agreement or for performance of the Services.

4.4 The Town will examine Professional's studies, reports, sketches, drawings, specifications, proposals and other information submitted by Professional, consult with others as Town deems appropriate, and render timely written approvals and decisions to the Professional.

4.5 The Town shall give prompt written notice to Professional whenever Town becomes aware of any development that affects the scope or timing of Professional's Services or of any defect or nonconformance in the Services of the Professional or work of the Contractor.

## **ARTICLE 5 PROFESSIONAL'S COMPENSATION**

5.1 In complete compensation for all the Services, the Town shall pay to the Professional the compensation set forth in each task order. The Professional's compensation shall not exceed the sum set forth in the task order, which may be prorated on a daily basis in the event of a termination of this Agreement or a work stoppage ordered by Town.

5.2 Invoices for Services performed under a task order will be submitted to Town by Professional monthly and shall detail the work and services performed for which compensation is requested. Invoices will be due and payable

within thirty (30) days after receipt. When appropriate, invoices shall include any changes or updates to the approved Schedule of Work.

5.3 No statement, term or provision in any invoice, bill or statement submitted to Town by Professional will be construed to waive, amend or modify any term or provision of this Agreement or any task order.

5.4 The Town may make changes within the general assigned Services in a task order. If such changes affect the Professional's cost of or time required for performance of the Services, an equitable adjustment will be made through a written amendment to the task order.

## **ARTICLE 6 INDEMNIFICATION**

6.1 With respect to claims brought by third parties against either Professional or the Town relating to the property or facilities with respect to which this Agreement pertains, or regarding claims made by Professional against Town, Professional and the Town agree as follows:

6.1.1 Professional will indemnify, and hold harmless the Town, its directors, officers, and employees against claims, demands or causes of action; and all costs, losses, liabilities, expenses and judgments incurred in connection therewith, including reasonable attorneys' fees and court costs, brought by any of Professional's employees or representatives, or by any other third party, to the extent caused by the negligence, intellectual property infringement, or failure to pay a subcontractor or supplier, committed by the Professional or the Professional's consultant under contract, or other entity over which the Professional exercises control. Professional shall further reimburse the Town its reasonable attorney's fees in proportion to Professional's liability.

6.1.2 It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the Town provide written notice of a third-party claim, demand or cause of action as soon as practical, after written notice of such third-party claim, demand or cause of action

is received by the Town. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third-party claim.

6.1.3 Notwithstanding any provision of this article, the Town shall in no event be liable or responsible to the Professional or any third party to the extent that the Town has immunities or defenses, and nothing in this article or this section or this Agreement shall be deemed in any way as a waiver of any defenses or immunities, whether governmental, sovereign, official, qualified, legislative or otherwise, all such defenses and immunities being hereby expressly retained. Nothing in this Agreement shall be deemed in any way to grant or confer any right, title or interest in or to any person not a party to this Agreement.

6.2 The Professional's liability arising from this Agreement is limited by and commensurate with the scope of the insurance coverages provided in Article 7 of this Agreement.

6.2 THERE IS NO LIMITATION OF PROFESSIONAL'S LIABILITY AND NONE WILL BE ACKNOWLEDGED, AGREED TO OR OTHERWISE RECOGNIZED IN CONNECTION WITH THIS AGREEMENT AND ANY AND ALL SERVICES PROVIDED BY PROFESSIONAL.

## **ARTICLE 7 INSURANCE**

7.1 The Professional shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

7.2 The Professional shall, upon request by the Town, furnish certificates of insurance to the Town evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Professional, name of insurance company, policy number, term of coverage and limits of coverage. The Professional shall cause its insurance companies to provide the Town with at least thirty (30) days prior written notice of any reduction in the limit of liability by

endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Professional shall obtain such insurance from such companies having a Best rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits:

a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Professional Liability / Errors and Omissions insurance with limits of not less than:

\$2,000,000 annual aggregate and limit per claim.

\$5,000,000

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

7.3 The minimum limits may be increased by the Town based on project-specific needs, or specific coverages may be waived by express provision in task orders. The cost for any increased or additional coverage required by the Town on a project specific basis will be the responsibility of the Town. The Town and the Town's agents and employees shall be added as additional insureds to all coverage required above, except for Workers Compensation and Professional Liability insurance. All policies written on behalf of the Professional shall contain a waiver of subrogation in favor of the Town and the Town's agents and employees.

#### **ARTICLE 8**

#### **DURATION, EXTENSION AND TERMINATION**

8.1 This agreement shall be for a term of one (1) year and, if not terminated by Town, shall automatically renew for additional terms of one (1) year. Time is of the essence in the performance of this Agreement.

8.2 This agreement may be terminated by either party for convenience upon thirty (30) days written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) business days of written notice and diligently complete the correction thereafter. Upon delivery of such notice, the Professional shall, unless the notice states otherwise, immediately discontinue all Services, proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the Services, and deliver to the Town all instruments of service produced under this Agreement. Upon termination, the Town will owe the Professional for all compensation earned under this Agreement to date of termination, without termination expenses.

Excess/Umbrella Liability per occurrence w/drop down coverage

#### **ARTICLE 9**

#### **OWNERSHIP OF DOCUMENTS**

9.1 All documents including but not limited to reports, drawings and specifications, provided or furnished by Professional pursuant to this Agreement are instruments of service in respect to the Project, whether or not the Project is completed, and shall be the property of the Town. The Town shall have, keep and retain all rights, title and interest in and to all Instruments of Service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all Instruments of Service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement. The Professional shall endeavor to omit any information in the Instruments of Service which may constitute trade secrets. If any portion of the documents comprising the Instruments of Service have been previously copyrighted or otherwise protected from disclosure or unauthorized use by the Professional which have previously been prepared by the Professional and which are not created for the sole and specific purpose of this

Project, such copyright protections or reservations of rights shall be expressly stated thereon.

9.2 When such documents are in electronic form, the Town shall own copies of data files, text, specifications or drawings for the Town's information in its use of the Services. However, due to the potential that electronic information can be modified by the Town or other persons, unintentionally or otherwise, Professional reserves the right to remove all indicia of its ownership and/or involvement from each electronic display or file. For documentation purposes, the original computer files will be retained by Professional for a period not to exceed five (5) years after completion of the Services. Thereafter, all such files shall be remitted to the Town.

9.3 In addition, electronic information created and produced by Professional is considered a part of Professional's instrument of service and will not be used by the Town on other Services, for additions to this Service, or for completion of this Service by another design professional except by agreement or Professional's default.

9.4 Any such use or reuse of any instrument of service by the Town or others without written verification or data adaptation by Professional for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Professional.

**ARTICLE 10  
LIMITATIONS ON RIGHTS AND REMEDIES**

10.1 Professional and Town agree that neither of them shall be responsible or liable to the other for the consequences of events that are beyond the reasonable control of the other party including, but not limited to, interference by third parties, changed conditions, labor strikes, fires, thefts or other losses, or acts of God.

10.2 The Professional shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, except prompt notice to Owner upon discovery.

**ARTICLE 11  
NO THIRD-PARTY RIGHTS**

11.1 Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either Town or Professional.

11.2 The Services to be performed by the Professional under this Agreement are solely for the benefit of the Town. This Agreement shall not be construed as creating any contractual relationship of any kind between the Professional and any third party. It is the intent of the parties that there are no third-party beneficiaries to this Agreement. The fact that the Town may enter into other agreements with third parties that provide the Professional the authority to observe the work being performed by the third party shall not give rise to any duty or responsibility on the part of the Professional in favor of such third party.

**ARTICLE 12  
MISCELLANEOUS**

12.1 This Agreement shall be effective upon its execution by the Professional and the Town, subject to the notice to proceed, and shall remain in full force until all obligations under this Agreement have been fulfilled, unless sooner terminated as provided herein.

12.2 This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be exclusively in the state courts of proper jurisdiction of Kaufman County, Texas.

12.3 This Agreement is non-assignable. Neither the Professional nor the Town shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

12.4 This Agreement, which expressly incorporates and includes the Town's Request for Proposals or Qualifications, represents the entire agreement between the Professional and the Town with respect to the subject matter hereof and supersedes and merges all prior negotiations, representations, discussions or

agreements, either written or oral, with respect to the subject matter hereof.

12.5 No statement, term or provision in any proposal, response to any Request for Proposal or Qualifications, Statement of Qualifications, general conditions, invoice, bill or statement submitted by Professional to Town will be construed to waive, amend or modify any term or provision of this Agreement.

12.6 This Agreement may be amended only by written instrument signed by duly authorized representatives of both the Professional and the Town. The Town's payment of invoices or statements shall not be deemed as the Town's acceptance of any term or provision that amends or modifies this Agreement or the task order under which payment is made.

12.7 No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

12.8 If a provision of this Agreement, or the application thereof to any person or circumstances, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable.

12.9 All notices required or permitted hereunder shall be in writing and shall be deemed delivered three (3) days after deposit with the United States Postal Service, certified mail, return receipt requested, addressed to the respective other party at the addresses shown below:

If to Professional: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Town: Town of Poetry  
5671 CR 323  
Poetry, Texas 75160  
Attn: Mayor

12.10 The headings and captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

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

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

TOWN OF POETRY, TEXAS

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

ATTEST:

APPROVED AS TO FORM:

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

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

*PROFESSIONAL*

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

\_\_\_\_\_, Its \_\_\_\_\_



**TOWN OF POETRY, TEXAS**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**TOWN ENGINEER/ENGINEERING SERVICES**

DELIVER STATEMENTS OF QUALIFICATIONS TO:

Town of Poetry  
5671 CR 323  
Poetry, Texas 75160  
[contact@poetrytexas.org](mailto:contact@poetrytexas.org)

Submittal Due Date:

5:00, P.M., \_\_\_\_\_, 2023



REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
TOWN ENGINEER/ENGINEERING SERVICES

The Town of Poetry, Texas, is seeking Statements of Qualifications (“SOQ’s”) from qualified persons to serve as the Town Engineer for the Town of Poetry. Applicants must be licensed/registered in the State of Texas to provide professional engineering services to and for the Town of Poetry on a non-exclusive, indefinite and as-needed basis.

Section 1. About Poetry

Poetry is a young town, incorporated in November of 2020. It was originally known as Turner's Point and was established in 1845. In 1876, the community was renamed Poetry. The new name was suggested by local merchant Maston Ussery, who said that the area in springtime reminded him of a poem. In 1905, Poetry's post office closed, and service was consolidated with nearby Terrell. A 1984 incorporation vote was approved by local residents but was invalidated by the Kaufman County Commissioners Court due to technicalities. Today, Poetry is a widely dispersed, lightly populated agricultural community that was successfully incorporated in November of 2020.

As a small rural community, Poetry does not own or operate police or fire departments or a utility system. The Town’s foremost needs involve road maintenance and repair, and the supervision/monitoring of franchise utilities. Comprehensive regulations relating to zoning, building inspections and permitting, subdivision regulation, and street and road construction standards have not yet been adopted. The Town perceives that the Town Engineer’s primary responsibility will be the administration of the Town’s right-of-way management regulations and associated permitting requirements and the review of matters relating to drainage and street and road construction, maintenance and repair. The Town’s engineering needs will expand over time.

Section 2. Proposal Preparation Instructions and Information Required

SOQ’s/proposals should be clearly labeled as **Statement of Qualifications in Response to Request for Qualifications for Town Engineer, Town of Poetry**. To facilitate the review process and obtain the maximum degree of comparison, please meet the following guidelines:

- SOQ’s should be submitted no later than 5:00 P.M., on \_\_\_\_\_, 2023.
- SOQ’s may be submitted either electronically or in paper format, hand-delivered, delivered by a courier service, or mailed. It is the proposer’s obligation to ensure timely receipt of the SOQ by the Town; the Town is not responsible for delays in mailing or transmission by third-party services.
- SOQ’s must contain confirmation that the person is licensed to engage in the practice of engineering in the state of Texas, the date(s) of licensure, and the number of years of experience in the practice of engineering.

- SOQ's must show that the applicant is qualified and experienced in the practice of engineering, as described in Section 1001.003, Texas Occupations Code.
- SOQ's must contain a list of current municipal clients or clients with comparable needs of municipalities.
- SOQ's must contain the applicant's name and firm name, office address and phone numbers, and a description of the size and experience of the applicant's firm, if any.
- SOQ's must contain the resumes or CV's of key personnel, background accomplishments and any other pertinent information for each of the key personnel to be assigned for direct work for the Town (including subcontractors, if any), and must identify the lead engineer to be the Town's primary point of contact.
- SOQ's must contain a description of experience and identify specific qualifications, which the applicant believes qualifies its firm to perform this work. Include the names, addresses, contact persons, and telephone numbers of prior organizations served.

If submitted in hard-copy paper format, SOQ's must be submitted in a sealed envelope. Any information deemed by the applicant to be confidential, trade-mark or trade secret protected must be so labeled.

### Section 3. Selection Process

Upon submission of SOQ's, the Town will review each and will make a determination as to which applicant is the most qualified based on the Town's needs. The Town's review will include the SOQ and may include interviews and background/client checks. In evaluating the applicants' qualifications, the Town may consider the following criteria:

- History in Texas of successful engineering projects;
- Demonstrated knowledge and experience in the practice of engineering, particularly as it relates to municipal services and the needs of the Town;
- Years of experience and qualifications in specializing in municipal engineering;
- Previous history with public sector entities, particularly general and home rule municipalities and special districts;
- Lead Engineer's involvement in scope of work and designation of Lead Engineer;
- Client references.

The Town, at its discretion, may request presentations by or meetings with any or all applicants to clarify or negotiate modifications to the applicant's proposal. However, the Town reserves the right to make an award without further discussion of the proposals submitted.

Therefore, proposals should be submitted initially on the most favorable terms which the firm can propose.

Upon the Town's determination as to the most qualified applicant, the Town will then negotiate pricing and fee structures. If the Town and the most qualified applicant are unable to negotiate an acceptable pricing and fee structure, the Town will then proceed to negotiate with the next most qualified applicant and so on until a final selection is made. Upon final selection, the parties will enter into a professional services agreement substantially in the form attached hereto.

#### Section 4. Miscellaneous Information

- The Town reserves the right to accept or reject, either in whole or in part, any and all submittals in response to this request, to waive irregularities, to accept proposals that the Town deems to be most advantageous, or take whatever action deemed necessary to protect the Town's best interest.
- All material submitted regarding this RFQ becomes the property of the Town. Such materials/documents may, as required by law, be made available for public inspection after the final selection has been made. As property of the Town, the Town has the right to use the information contained in the submittal that is not clearly marked as confidential, proprietary or trademark/trade secret-protected.
- The Town will not be responsible for any costs incurred by applicants in the preparation and submittal of SOQ's.
- The Town reserves the right to make reference checks with any client listed in the documents for further information and verification of the consultant's qualifications.
- SOQs cannot be altered once submitted, unless the applicant has made a material error in submission, provides the Town with notice, and corrects the error prior to the submission deadline.

The Town may make such investigations as it deems necessary to determine the ability of the applicant to provide satisfactory performance in accordance with specifications, and the applicant shall furnish to the Town all such information and data for this purpose as the Town may reasonably request.

Any questions or requests for clarification should be directed to Mayor, Town of Poetry, at [contact@poetrytexas.org](mailto:contact@poetrytexas.org).

# **TOWN OF POETRY, TEXAS STANDARD FORM PROFESSIONAL SERVICES AGREEMENT**

## **ARTICLE 1 RECITALS AND INTENT**

1.1 This Agreement ("Agreement") is made by and between the Town of Poetry, Texas ("Town") and the person or organization whose signature appears herein ("Professional"), acting by and through their duly authorized representatives, and is effective on the date stated herein.

1.2 The Town has requested general architectural, engineering and/or other professional services as assigned, and desires to engage Professional to provide certain professional services in connection with the work assigned ("Services").

1.3 The Town desires to engage the services of Professional as an independent contractor, and not as an employee, to perform the assigned Services under the terms and conditions provided in this Agreement, and Professional desires to render professional services for the Town on the terms and conditions provided in this Agreement.

1.4 This Agreement and the obligations of the parties are contained in this document and in any Request for Proposals or Qualifications issued by the Town, and the Services and details of performance will be described in task orders.

## **ARTICLE 2 CONTRACTUAL RELATIONSHIP**

2.1 The Town agrees to employ the Professional, and the Professional agrees to perform, on a non-exclusive basis, as an independent contractor, certain professional services on an as-needed basis pursuant to Town-issued task or work orders in accordance with the project described therein.

2.2 This Agreement shall serve as the general agreement for professional services, and each assignment will be defined by a task order,

which will define the scope, fee, and schedule for such assignment. Professional may be engaged by the Town on a project-by-project basis, at the Town's sole option, by task order, and the Town's approval of this Agreement shall in no way be interpreted as any guaranty of any work assignment. No Services shall be undertaken or performed by Professional unless and until a written notice to proceed has been issued by the Town, following its approval of a task order.

2.3 The Services to be provided under this Agreement are intended to include services within the scope of Professional's licensure or registration and may include plan review, plan and project design services, and project supervision and management. The Professional shall also perform additional services as may be requested from time to time by the Town. The Town shall compensate the Professional as provided in task orders.

## **ARTICLE 3 PROFESSIONAL'S OBLIGATIONS**

3.1 Professional's obligations include the following:

3.1.1 The Professional shall provide to the Town the professional services and incidental materials specified in the Services assigned. No Services shall be undertaken or performed by the Professional until a written notice to proceed has been issued by the Town.

3.1.2 All Services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Professional will re-perform any Services not meeting this standard without additional compensation.

3.1.3 If, after the performance has begun, an error or omission is discovered and the item can still be provided in the sequence of performance without premium to the Town, the Town will pay for this item just as if it had been included in the original design documents. If this error or omission is discovered out of sequence with the performance timetable, then the Professional will pay for the premium to have this service corrected or included, while the Town will pay for this corrected service as if it had been included in the original documents.

3.1.4 Professional shall, promptly following issuance of a task order, submit a Schedule of Work for Town's approval, which shall specify the dates and milestones by which the Services covered by the task order will be completed. Professional shall perform the Services in a timely fashion to comply with the Town's requirements and in accordance with the approved Schedule of Work.

3.1.5 Professional shall exercise the customary professional standard of skill and care in their efforts to comply with all applicable laws, rules and regulations governing all Services and any projects authorized by this Agreement.

3.2 Opinions of Probable Construction Cost. Any opinions or estimates of probable construction costs to be provided under this Agreement are to be made or reviewed on the basis of the Professional's experience and qualifications and represent the Professional's judgment as an experienced and qualified professional. However, since the Professional has no control over the cost of labor, materials, equipment or services furnished by others or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Professional cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Professional.

### 3.3 Services During Construction

#### 3.3.1 Professional's Personnel at Construction Site

a. If included in the Services assigned, Professional shall make visits to the site at intervals appropriate to the various stages of construction as identified in the task order, in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of the work of the construction contractor (the "Contractor").

b. Additionally, if and to the extent included in the assigned Services, Professional shall provide the services of a Project Representative at the site to assist Professional and to provide on-site observations of such work. The furnishing of such Project Representative services will not extend Professional's responsibilities or authority beyond the specific limits set forth in this Agreement. Such visits and observations by Professional and the Project Representative are not intended to be exhaustive, or to extend to every aspect of the work in progress, or to Professional in this Agreement, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on Professional's exercise of professional judgment as assisted by the Project Representative. Based on information obtained during such visits and such observations, Professional shall endeavor to determine, in general, if such work is proceeding in accordance with the construction contract documents ("Contract Documents"), and Professional shall keep Town informed of the progress of the work. The Professional shall report to the Town any deficiencies in the work of which the Professional has direct knowledge.

3.3.2 Contractor Responsible for Construction Work. The Professional shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor or the safety precautions and programs incident to the work of the Contractor. The Professional shall not guarantee the performance of the Contractor nor be responsible for the acts, errors, omissions or

the failure of the Contractor to perform the construction work in accordance with the Contract Documents.

3.3.3 Construction Progress Payments. Recommendations by the Professional to the Town for periodic construction progress payments to the Contractor will be based on the Professional's knowledge, information and belief from selective observation and sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by the Professional to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents; that the final work will be acceptable in all respects; that the Professional has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work materials or equipment has passed to Town free and clear of all liens, claims, security interests or encumbrances; or that there are not other matters at issue between Town and Contractor that affect the amount that should be paid.

3.3.4 Contractor Submittals. Professional shall review Contractor's shop drawings and other submittals if included in the assigned Services. Such a review shall be only for conformance with the information given in the Contract Documents and for compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews will not extend to means, methods, techniques, sequences or procedures of construction, or to safety precautions and programs incident thereto.

3.3.5 Record Drawings. Professional shall prepare record drawings if included in the assigned Services. Such record drawings will be based on information furnished by Contractor to Professional showing changes made during construction. The Professional is not responsible for any errors or omissions in the information provided by Contractor that is incorporated into the record drawings.

## **ARTICLE 4 THE TOWN'S RESPONSIBILITIES**

4.1 The Town shall provide to Professional all its criteria and requirements for any Project and all available information pertinent to the Project including previous reports. Professional may reasonably rely upon such information.

4.2 The Town shall arrange for access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform Services under this Agreement.

4.3 The Town will obtain, arrange and pay for all advertisements for bids; all permits and licenses required for the Project; and all land, easements, rights-of-way and access necessary for the Professional's Services under this Agreement or for performance of the Services.

4.4 The Town will examine Professional's studies, reports, sketches, drawings, specifications, proposals and other information submitted by Professional, consult with others as Town deems appropriate, and render timely written approvals and decisions to the Professional.

4.5 The Town shall give prompt written notice to Professional whenever Town becomes aware of any development that affects the scope or timing of Professional's Services or of any defect or nonconformance in the Services of the Professional or work of the Contractor.

## **ARTICLE 5 PROFESSIONAL'S COMPENSATION**

5.1 In complete compensation for all the Services, the Town shall pay to the Professional the compensation set forth in each task order. The Professional's compensation shall not exceed the sum set forth in the task order, which may be prorated on a daily basis in the event of a termination of this Agreement or a work stoppage ordered by Town.

5.2 Invoices for Services performed under a task order will be submitted to Town by Professional monthly and shall detail the work and services performed for which compensation is requested. Invoices will be due and payable

within thirty (30) days after receipt. When appropriate, invoices shall include any changes or updates to the approved Schedule of Work.

5.3 No statement, term or provision in any invoice, bill or statement submitted to Town by Professional will be construed to waive, amend or modify any term or provision of this Agreement or any task order.

5.4 The Town may make changes within the general assigned Services in a task order. If such changes affect the Professional's cost of or time required for performance of the Services, an equitable adjustment will be made through a written amendment to the task order.

## **ARTICLE 6 INDEMNIFICATION**

6.1 With respect to claims brought by third parties against either Professional or the Town relating to the property or facilities with respect to which this Agreement pertains, or regarding claims made by Professional against Town, Professional and the Town agree as follows:

6.1.1 Professional will indemnify, and hold harmless the Town, its directors, officers, and employees against claims, demands or causes of action; and all costs, losses, liabilities, expenses and judgments incurred in connection therewith, including reasonable attorneys' fees and court costs, brought by any of Professional's employees or representatives, or by any other third party, to the extent caused by the negligence, intellectual property infringement, or failure to pay a subcontractor or supplier, committed by the Professional or the Professional's consultant under contract, or other entity over which the Professional exercises control. Professional shall further reimburse the Town its reasonable attorney's fees in proportion to Professional's liability.

6.1.2 It is a condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the Town provide written notice of a third-party claim, demand or cause of action as soon as practical, after written notice of such third-party claim, demand or cause of action

is received by the Town. It is a further condition precedent to the indemnitor's contractual obligation of indemnification under this Agreement that the indemnitor shall thereafter have the right to participate in the investigation, defense and resolution of such third-party claim.

6.1.3 Notwithstanding any provision of this article, the Town shall in no event be liable or responsible to the Professional or any third party to the extent that the Town has immunities or defenses, and nothing in this article or this section or this Agreement shall be deemed in any way as a waiver of any defenses or immunities, whether governmental, sovereign, official, qualified, legislative or otherwise, all such defenses and immunities being hereby expressly retained. Nothing in this Agreement shall be deemed in any way to grant or confer any right, title or interest in or to any person not a party to this Agreement.

6.2 The Professional's liability arising from this Agreement is limited by and commensurate with the scope of the insurance coverages provided in Article 7 of this Agreement.

6.2 THERE IS NO LIMITATION OF PROFESSIONAL'S LIABILITY AND NONE WILL BE ACKNOWLEDGED, AGREED TO OR OTHERWISE RECOGNIZED IN CONNECTION WITH THIS AGREEMENT AND ANY AND ALL SERVICES PROVIDED BY PROFESSIONAL.

## **ARTICLE 7 INSURANCE**

7.1 The Professional shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

7.2 The Professional shall, upon request by the Town, furnish certificates of insurance to the Town evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Professional, name of insurance company, policy number, term of coverage and limits of coverage. The Professional shall cause its insurance companies to provide the Town with at least thirty (30) days prior written notice of any reduction in the limit of liability by

endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Professional shall obtain such insurance from such companies having a Best rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits:

a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Professional Liability / Errors and Omissions insurance with limits of not less than:

\$2,000,000 annual aggregate and limit per claim.

\$5,000,000

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

7.3 The minimum limits may be increased by the Town based on project-specific needs, or specific coverages may be waived by express provision in task orders. The cost for any increased or additional coverage required by the Town on a project specific basis will be the responsibility of the Town. The Town and the Town's agents and employees shall be added as additional insureds to all coverage required above, except for Workers Compensation and Professional Liability insurance. All policies written on behalf of the Professional shall contain a waiver of subrogation in favor of the Town and the Town's agents and employees.

#### **ARTICLE 8**

#### **DURATION, EXTENSION AND TERMINATION**

8.1 This agreement shall be for a term of one (1) year and, if not terminated by Town, shall automatically renew for additional terms of one (1) year. Time is of the essence in the performance of this Agreement.

8.2 This agreement may be terminated by either party for convenience upon thirty (30) days written notice or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) business days of written notice and diligently complete the correction thereafter. Upon delivery of such notice, the Professional shall, unless the notice states otherwise, immediately discontinue all Services, proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the Services, and deliver to the Town all instruments of service produced under this Agreement. Upon termination, the Town will owe the Professional for all compensation earned under this Agreement to date of termination, without termination expenses.

Excess/Umbrella Liability per occurrence w/drop down coverage

#### **ARTICLE 9**

#### **OWNERSHIP OF DOCUMENTS**

9.1 All documents including but not limited to reports, drawings and specifications, provided or furnished by Professional pursuant to this Agreement are instruments of service in respect to the Project, whether or not the Project is completed, and shall be the property of the Town. The Town shall have, keep and retain all rights, title and interest in and to all Instruments of Service, including all ownership, common law, statutory, and other reserved rights, including copyrights, in and to all Instruments of Service, whether in draft form or final form, which are produced at its request and in furtherance of this Agreement. The Professional shall endeavor to omit any information in the Instruments of Service which may constitute trade secrets. If any portion of the documents comprising the Instruments of Service have been previously copyrighted or otherwise protected from disclosure or unauthorized use by the Professional which have previously been prepared by the Professional and which are not created for the sole and specific purpose of this



Project, such copyright protections or reservations of rights shall be expressly stated thereon.

9.2 When such documents are in electronic form, the Town shall own copies of data files, text, specifications or drawings for the Town's information in its use of the Services. However, due to the potential that electronic information can be modified by the Town or other persons, unintentionally or otherwise, Professional reserves the right to remove all indicia of its ownership and/or involvement from each electronic display or file. For documentation purposes, the original computer files will be retained by Professional for a period not to exceed five (5) years after completion of the Services. Thereafter, all such files shall be remitted to the Town.

9.3 In addition, electronic information created and produced by Professional is considered a part of Professional's instrument of service and will not be used by the Town on other Services, for additions to this Service, or for completion of this Service by another design professional except by agreement or Professional's default.

9.4 Any such use or reuse of any instrument of service by the Town or others without written verification or data adaptation by Professional for the specific purpose intended will be at the Town's sole risk and without liability or legal exposure to Professional.

**ARTICLE 10  
LIMITATIONS ON RIGHTS AND REMEDIES**

10.1 Professional and Town agree that neither of them shall be responsible or liable to the other for the consequences of events that are beyond the reasonable control of the other party including, but not limited to, interference by third parties, changed conditions, labor strikes, fires, thefts or other losses, or acts of God.

10.2 The Professional shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances, except prompt notice to Owner upon discovery.

**ARTICLE 11  
NO THIRD-PARTY RIGHTS**

11.1 Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either Town or Professional.

11.2 The Services to be performed by the Professional under this Agreement are solely for the benefit of the Town. This Agreement shall not be construed as creating any contractual relationship of any kind between the Professional and any third party. It is the intent of the parties that there are no third-party beneficiaries to this Agreement. The fact that the Town may enter into other agreements with third parties that provide the Professional the authority to observe the work being performed by the third party shall not give rise to any duty or responsibility on the part of the Professional in favor of such third party.

**ARTICLE 12  
MISCELLANEOUS**

12.1 This Agreement shall be effective upon its execution by the Professional and the Town, subject to the notice to proceed, and shall remain in full force until all obligations under this Agreement have been fulfilled, unless sooner terminated as provided herein.

12.2 This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall be exclusively in the state courts of proper jurisdiction of Kaufman County, Texas.

12.3 This Agreement is non-assignable. Neither the Professional nor the Town shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

12.4 This Agreement, which expressly incorporates and includes the Town's Request for Proposals or Qualifications, represents the entire agreement between the Professional and the Town with respect to the subject matter hereof and supersedes and merges all prior negotiations, representations, discussions or

agreements, either written or oral, with respect to the subject matter hereof.

12.5 No statement, term or provision in any proposal, response to any Request for Proposal or Qualifications, Statement of Qualifications, general conditions, invoice, bill or statement submitted by Professional to Town will be construed to waive, amend or modify any term or provision of this Agreement.

12.6 This Agreement may be amended only by written instrument signed by duly authorized representatives of both the Professional and the Town. The Town's payment of invoices or statements shall not be deemed as the Town's acceptance of any term or provision that amends or modifies this Agreement or the task order under which payment is made.

12.7 No consent or waiver, express or implied, by either party to this Agreement, to or of any breach of default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

12.8 If a provision of this Agreement, or the application thereof to any person or circumstances, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable.

12.9 All notices required or permitted hereunder shall be in writing and shall be deemed delivered three (3) days after deposit with the United States Postal Service, certified mail, return receipt requested, addressed to the respective other party at the addresses shown below:

If to Professional: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Town: Town of Poetry  
5671 CR 323  
Poetry, Texas 75160  
Attn: Mayor

12.10 The headings and captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

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

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

TOWN OF POETRY, TEXAS

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

ATTEST:

APPROVED AS TO FORM:

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

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

*PROFESSIONAL*

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

\_\_\_\_\_, Its \_\_\_\_\_