



Memo from the Town Secretary

To: Town Council September 21, 2023 Meeting

From: Theresa Scholander

CC: Citizens

*As Deputy Secretary, I am busy boxing up office supplies, files, and furnishings in anticipation of the **move to our permanent Town of Poetry office** located at 5671 CR 323. We will move the office Friday, September 22nd.

*Presently the Town of Poetry has **2 Solid Waste Vendors in compliance**. Titan Sanitation and Texas Contractors Roll-offs.

***AWT** was sold to **CARDS Recycling**. CARDS Recycling is presently out of compliance. Their contract is expired. I am diligently working to assist their office is the submission of all necessary documents required to bring them back in compliance.

*As we near the end of September and move into October, I want to **wish everyone a wonderful fall season in beautiful Poetry, Texas.**

Zero Zoning Ordinance

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

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

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

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

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

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

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

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

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

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

SECTION 1. PURPOSE; APPLICABILITY

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

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

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

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

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

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

SECTION 2. ZONING DISTRICTS ESTABLISHED

2.1. Zoning Districts Identified

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

ABBREVIATED DESIGNATION	ZONING DISTRICT NAME
-------------------------	----------------------

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

2.2. Description and Purpose of Zoning Districts

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

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

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

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

SECTION 3. ZONING DISTRICT MAP

3.1. Zoning District Boundaries Delineated on Zoning District Map

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

3.2. Regulations for Maintaining Zoning District Map

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

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

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

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

purposes.

SECTION 4. ZONING DISTRICT BOUNDARIES

4.1. Rules for Determining District Boundaries

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

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

SECTION 5. ZONING OF ANNEXED TERRITORY

5.1. Permanent Zoning Concurrent With Zoning

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

5.2. Temporary Classification

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

SECTION 6. COMPLIANCE WITH ZONING REGULATIONS; SIGNAGE

6.1. Exclusions

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

6.2. One Main Building on a Lot or Tract

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

6.3. Signage

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

structures shall apply to signs.

SECTION 7. AR – AGRARIAN RESIDENTIAL

7.1. General Purpose and Description

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

7.2. Permitted Uses

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

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

7.3. Height and Area Regulations

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

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

8.1. General Purpose and Description

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

8.2. Permitted Uses

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

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

8.3. Height and Area Regulations

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

SECTION 9 SF – SINGLE FAMILY RESIDENTIAL:

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

9.2. Permitted Uses

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

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

9.3. Height and Area Regulations

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

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

10.1. General Purpose and Description.

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

10.2. Permitted Uses

10.2.1. Offices such as:

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

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

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

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

10.3. Height and Area Regulations

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

SECTION 11. USE OF LAND AND BUILDINGS

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

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

SECTION 12. CLASSIFICATION OF NEW AND UNLISTED USES

12.1. Procedure For Classifying New/Unlisted Uses

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

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

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

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

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

SECTION 13. NONCONFORMING USES, STRUCTURES, AND LOTS

13.1. Uses in Existence at Time of Adoption of Ordinance

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

13.2. Expansion of Nonconformity Prohibited

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

13.3. Repairs/Normal Maintenance on Nonconforming Uses Permitted

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

13.4. Change of Nonconforming to Conforming Use

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

13.5. Abandonment/Discontinuation of Nonconformity

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

SECTION 14. PLANNING AND ZONING COMMISSION/BOARD OF ADJUSTMENT

14.1. Organization and Appointment of Planning Commission

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

14.2. Organization and Appointment of Board of Adjustment

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

SECTION 15. DEFINITIONS

15.1 General Rules of Construction:

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

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

15.2 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

mobile home and collectively means and refers to both.

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

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

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

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

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

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

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

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

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

17.1. Declaration of Policy

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

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

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

locality.

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

17.2. Authority to Amend Ordinance

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

17.3. Changes in Zoning District Boundaries or Classifications

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

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

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

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

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

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

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

SECTION 18. SPECIFIC USE PERMITS

18.1. Purpose

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

18.2. Process

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

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

SECTION 19. PENALTY FOR VIOLATIONS

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

SECTION 20. VALIDITY, SEVERANCE AND CONFLICT

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

SECTION 21. EFFECTIVE DATE

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

APPENDIX 1
DISTRICT REGULATIONS

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

NOTES TO APPENDIX 1

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

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

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

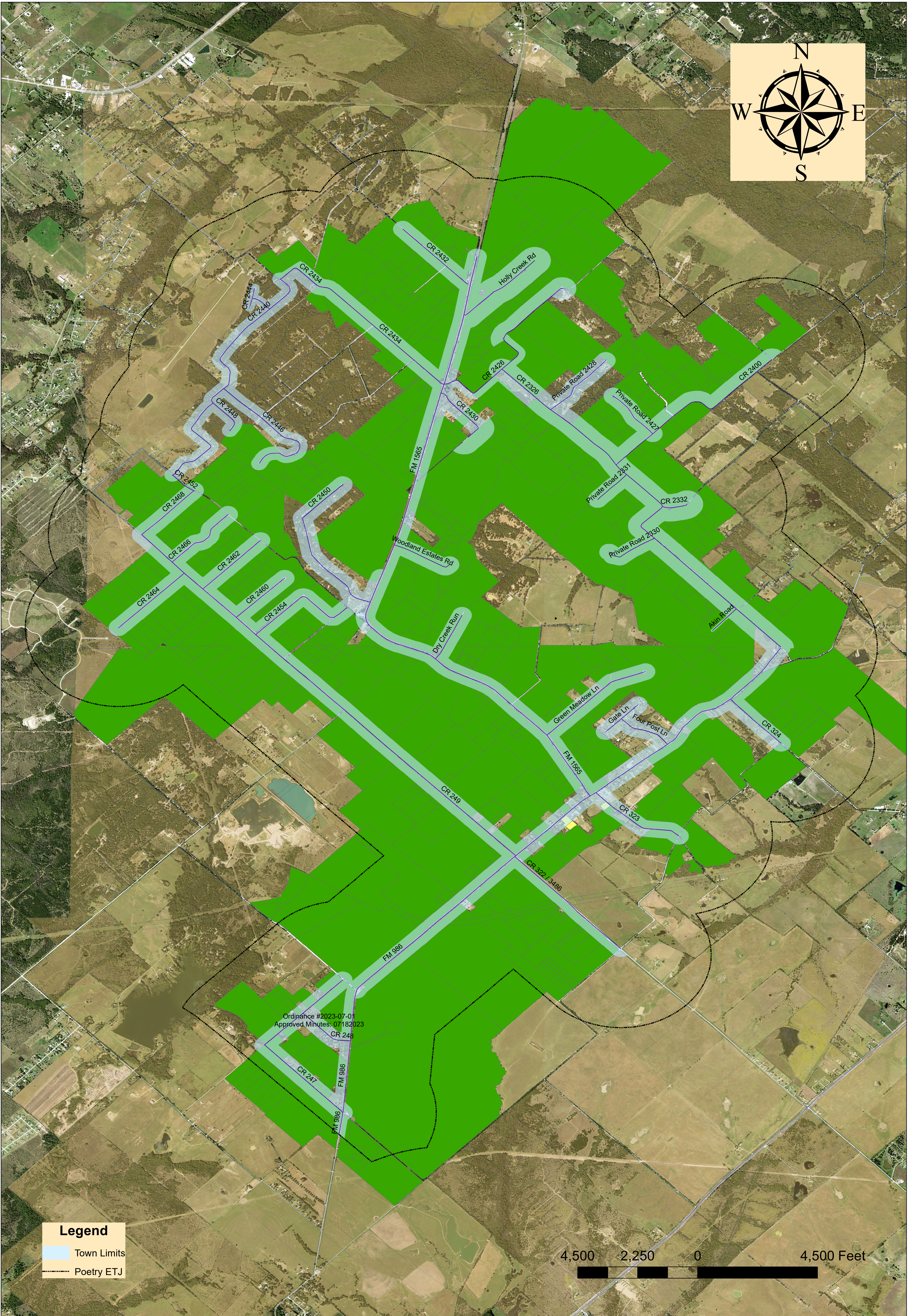
This document is called the “Zero Zoning Ordinance” not because it doesn’t do anything positive for us and our neighbors, but because this ordinance should have zero effect on our way of life. As councilman Terry Fowler so beautifully put it, we don’t have a vision for the town, we have a memory. This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

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

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

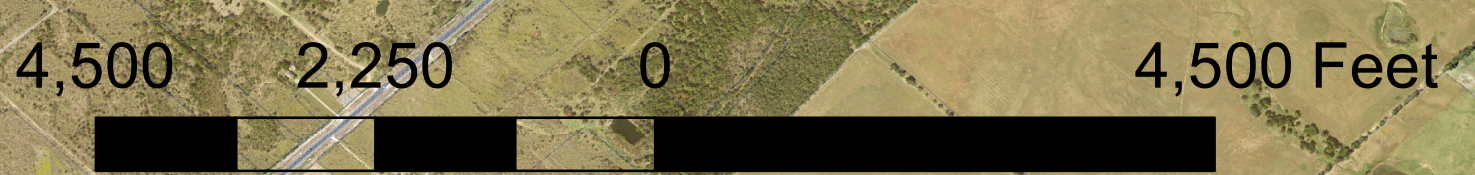
This current Zero Zoning rendition is a very condensed version of what our research group was putting together. The only addition to this document from the original, which we approved as a research sub-committee, is in the whereas(s) and some other minor edits in wording and formatting. I “wrote” (took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

Town of Poetry Bass Property Annex Ordinance #2023-07-01



Legend

- Town Limits
- Poetry ETJ



Ordinance #2023-07-01
Approved Minutes: 07182023

EXHIBIT A

Town Of Poetry
Proposed Budget
FY 2023-2024



Second DRAFT

Fiscal Year 2023 - 2024 (Oct 1-Sept 31) *Proposed 9/14/23*

Current General Municipal Bank Balance \$51,213.58 (Sept 1)

GENERAL FUND REVENUE

REVENUE SUMMARY	2023-2023	2023-2024	
	22-23 year's Actual	2023-24	Proposed Budget
Use of Prior Year Excess	\$ 29,397.67		\$36,000.00
Sales Tax Revenue (EST.) 4 months Estimate -based on 3 months	\$ 32,160.59		\$ 80,000.00
Franchise Fees (Electric) (only 3 qu) [Oncor, FEC]	\$ 45,338.22		\$ 58,000.00
Franchise Fees (Trash) [Card, Titan & Texas Contractors]	\$ 36,640.50		\$ 36,000.00
Miscellaneous Revenues (only 1 qu) [Charter Franchise fees, Electronic, PIR]	\$ 224.09		\$ 500.00
Donations (*\$4789 for Bldg site) +scholar [Citizens and local businesses]	\$ 6,289.51		\$ 1,500.00
General Fund Revenue			\$ 212,000.00

GENERAL FUND EXPENSES

EXPENDITURES	2022-2023	2023-2024	
	Last year's Actual	Proposed	Budget
Salary--City Sec& DCS 15hrs/wk x	\$ 7,347.50		\$ 14,400.00
Office Supplies, postage, printing, etc.	\$ 4,833.11		\$ 5,000.00
Office equip. printers, scanner, etc.			\$ 3,000.00
Utilities and reimburs to church for Util	\$ 1,250.00		\$ 2,400.00
Town Insurances (E1)	\$ 3,209.95		\$ 3,500.00
Required Newspaper Publications	\$ 1,659.00		\$ 1,200.00
Road Repair & Maintenance (E2)	\$ 21,092.81		\$ 112,161.00
Creative & Web services (20 hours/mo-secr ? [currently donated])			\$ -
Information Technology (E3)	\$ 2,262.59	Internet & phones added	\$ 4,421.56
Legal fees *different firm	\$ 22,945.95		\$ 12,000.00
Membership, Prof fees	\$ 788.00		\$ 1,000.00
Educational & Mtg. Expenses			\$ 1,200.00
Annual Audit 2021-22 *quote for ne	\$ 4,250.00		\$ 4,750.00
Mapping, Engineering & Prof Serv.	\$ 150.00		\$ 5,000.00
Grounds & building care & janitorial	\$ 1,845.48	***	\$ 3,500.00
Town Hall Site Completion & Repair (E4)	\$ 21,420.68	**	\$ 26,163.45
Election costs (none expected this year)	\$ 7,271.64		\$ -
Rainy Day Fund [TML suggest 25-30%]			\$12,303.99
			\$ 212,000.00

NET REVENUE LESS EXPENDITURES - OPERATING [Should balance to zero]

\$ -

**w/donations added

***add trash service, pest & weed control

EXPANDED VIEW:

	Last year	New year
E1: Insurance breakdown		
Building Insurance *Craig & Leight	\$ 2,059.41	\$ 2,200.00
TML Town In *+ \$30 Cyber	\$ 1,150.54	\$ 1,300.00
total		\$ 3,500.00

	*encumbered	S &U tax revenue	New Year
E2: Road Repair & Maintenance	\$ 32,160.59	112,161	
[\$32k +\$80k Sales & Use tax revenues]			
Pot hole repair & road related items			\$ 22,000.00
*Road refurbishment			\$ 90,161.00
total			\$ 112,161.00

	Per Month	Per Year
E3: Information & Technology		
Internet (fiber optic tbd +monthly	\$ 100.00	\$ 1,200.00
Website (Wix)	\$ 19.48	\$ 233.76
Upgraded Calendar	\$ 11.99	\$ 143.88
up to 10 x (365 MS Windows Subs)/emails		\$ 960.00
Domain Renewal Fee	\$ 1.17	\$ 14.04
IT/Maint. flex	\$ 75.00	\$ 900.00
Arlo security camera		\$ 250.00
Monthly service for camera	\$ 5.00	\$ 60.00
Alarm relay (security sxs), routed	\$ 29.99	\$ 359.88
Device backup for physical computers		\$ 300.00
total		\$ 4,421.56

	Estimates
E4: Town Hall Site Completion--new projects	
Foam Spray underneath building for energy efficiency & pest control	\$ 3,500.00
Skirt around base \$2196 materials + \$1600 labor *JS Constr. Quote	\$ 3,797.00
New roofing (*Beauty roofs quote)	\$ 4,736.45
Crushed concrete for parking lot (*Potts quote)	\$ 1,100.00
Delivery and spread of Landscapers Mix (*Potts quote)	\$ 800.00
Railroad ties to designate parking spots \$25 each x 14	\$ 350.00
HVAC for a/c and heat 9 vents *2 quotes	\$ 10,500.00
Metal railing to complete ADA ramp	\$ 1,000.00
Misc. overages or landscaping	\$ 1,000.00
total	\$ 26,783.45

ORDINANCE NO. 2023-09-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2024; AND PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR BE MADE IN ACCORDANCE WITH SAID BUDGET; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an annual budget for the fiscal year beginning October 1, 2023 and ending September 30, 2024 has been duly created by the Mayor of the Town of Poetry, Texas in accordance with Chapter 102 of the Texas Local Government Code; and

WHEREAS, the Mayor of the Town of Poetry has timely filed the proposed budget in the office of the Town Secretary and the proposed budget has been made available for public inspection in accordance with Chapter 102 of the Local Government Code; and

WHEREAS, one public hearing was held in accordance with State law by the Town of Poetry in accordance with Chapter 102 of the Local Government Code, following due publication of notice thereof, at which time all citizens and parties of interest were given the opportunity to be heard regarding the proposed Fiscal Year 2023-2024 Budget; and

WHEREAS, after full and final consideration, it is the opinion of the Town Council of the Town of Poetry that the Fiscal Year 2023-2024 budget of revenues and expenditures as hereinafter set forth should be adopted and approved.

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

SECTION 1: That the annual budget of revenues and expenditures necessary for conducting the affairs of the Town of Poetry for Fiscal Year 2023 – 2024 (Fiscal Year 2023-2024), beginning October 1, 2023, and ending September 30, 2024, a true and correct copy of which is attached hereto and incorporated herein as Exhibit A, providing for a financial plan for the ensuing fiscal year, be and is hereby approved and adopted.

SECTION 2: That expenditures during the Fiscal Year 2023-2024 shall be made in accordance with the budget adopted herein, unless otherwise authorized by proper amendment;

and said budget shall be on file for public inspection in the office of the Town Secretary. Upon approval of the budget, the budget officer shall file a true copy thereof with the County Clerk as required by law.

SECTION 3: That all budget amendments and transfers of appropriations budgeted from one account or activity to another for the prior fiscal year be and are hereby ratified, and the budget ordinances, heretofore enacted by the Town Council, be and are hereby amended to the extent of such transfers and amendments for all purposes.

SECTION 4: That should any word, sentence, section, subsection, subdivision, paragraph, clause, phrase or provision of this ordinance be adjudged invalid or held unconstitutional, 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 or unconstitutional.

SECTION 5: That all provisions of the ordinances of the Town of Poetry in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other provisions of the ordinances of the Town of Poetry not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

At a meeting of the Town Council of the Town of Poetry, Texas, on September 21, 2023, this Ordinance was passed and adopted by the Town Council by motion and the following votes:

	<u>AYE</u>	<u>NAY</u>
Councilmember Tom Anderson	_____	_____
Councilmember Jonathan Blake	_____	_____
Councilmember Terry Fowler	_____	_____
Councilmember Mike Jaffe	_____	_____
Councilmember Simeon White	_____	_____

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

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY



**Town of
Poetry**

Sales and Use Tax Revenue

**GL Account 6010-
Capital Road
Refurbishment**

Texas Comptroller Allocation

May-23	\$392.28
Jun-23	\$6,432.63
July-23	\$8,529.55
August-23	\$9,172.77

Total Allocation \$24,527.23

From: Kevin Potts <kpotts@texascontractorrolloffs.com>
Sent: Wednesday, August 30, 2023 5:32 PM
To: Tara Senkevech
Subject: Town of Poetry - Quotes for Rock & Dirt
Attachments: poetry town hall parking.jpg

Good afternoon,

Thank you so much for reaching out regarding pricing for the Town of Poetry- City Hall facility.
Please see below.

Texas Contractor Roll Offs is pleased to provide the following quotes.

Quote Number 1- Rock for Parking

*To provide, haul and spread crushed concrete/ road base to the area outside the fence at Poetry City Hall (see attached pic for reference) Enough to cover an area 18' long by 100' wide and approx 3" thick.

Total price of \$1,100.00 (One thousand, one hundred dollars)

*prep work for parking area, fabric, tree removal or any dirt work is not included.

Quote Number 2- Soil for City Hall

*To provide, haul and dump approx 10 cubic yards of "Landscapers Mix" from Living Earth-Rockwall (\$50 per yard cost) to the Town Of Poetry- City Hall. Spreading of dirt not included in price. No prep work is included.

Total Price of \$800.00 (eight hundred dollars)

Spreading of 10 cubic yards of dirt can be added for \$100.00 (one hundred dollars)

Should you have any questions or wish to modify the scope of work please do not hesitate to reach out. It would be my honor to help and serve the town of Poetry.

Kind Regards,
Kevin Potts

Owner / Operator

469-550-4630

kpotts@texascontractorrolloffs.com



P R O P O S A L

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

Estimate #	3122
Date	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

Sub Total	\$4,736.45
Total	\$4,736.45

N O T E S

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.

M **Murrey Paschall & Caperton PC**
Certified Public Accountants

August 31, 2023

To the Honorable Mayor and Members of the City Council

Town of Poetry
19012 FM 986
Terrell, Texas 75160

We are pleased to confirm our understanding of the services we are to provide the Town of Poetry for the year ended September 30, 2023.

AUDIT SCOPE AND OBJECTIVES

You have requested that we audit the financial statements of the governmental activities and each major fund, of the Town of Poetry as of and for the year ended September 30, 2023, including the related notes to the financial statements, which collectively comprise the basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to below when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require certain supplementary information (RSI), such as management's discussion and analysis (MD&A) and budgetary comparison information, be presented to supplement the Town of Poetry's basic financial statements. Such information, although not a part of the basic financial statements, is required by GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Poetry's RSI in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Statement of Revenue, Expenditures, and Changes in Fund Balance-Budget and Actual (Non-GAAP Budgetary Basis)

AUDITOR'S RESPONSIBILITIES FOR THE AUDIT OF THE FINANCIAL STATEMENTS

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also will:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Poetry's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Although we have not completed all of our planning procedures for the current year, for similar entities we did identify the following significant risks of material misstatement:

- Risk of Management Override of Internal Controls
- Risk of Improper Revenue Recognition

If any new significant risks are identified as part of the current year planning procedures, they will be communicated to you in writing.

AUDIT PROCEDURES—COMPLIANCE WITH LAWS AND REGULATIONS

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town of Poetry's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

RESPONSIBILITIES OF MANAGEMENT FOR THE FINANCIAL STATEMENTS

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- To provide us with:
 - Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - Additional information that we may request from management for the purpose of the audit;
 - Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
- For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
- For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

OTHER NONATTEST SERVICES

We will assist in preparing the financial statements of the Town of Poetry in conformity with U.S. GAAP based on information provided by you. We will also propose adjusting or correcting journal entries to be reviewed and approved by management. We will not assume management responsibilities on behalf of the Town of Poetry. However, we will provide advice and recommendations to assist management in performing its responsibilities.

The Town of Poetry's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitoring the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards including U.S. GAAS.
- The nonattest services are limited to the procedures previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

REPORTING

We will issue a written report upon completion of our audit of the Town of Poetry's financial statements. Our report will be addressed to the Mayor and Members of the City Council of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

ENGAGEMENT ADMINISTRATION, FEES, AND OTHER

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

The audit documentation for this engagement is the property of Murrey Paschall & Caperton, PC, and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner as necessary. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Murrey Paschall & Caperton, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory authorities or its designee. The regulatory authorities or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute

information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit on an agreed upon date and to issue our reports no later than December 31, 2023. Kyle Caperton is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, printing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$4,750. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered upon completion and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

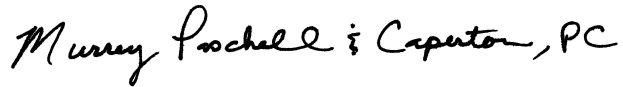
At the conclusion of our audit engagement, we will communicate to the Mayor and City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,



Murrey Paschall & Caperton, PC

RESPONSE:

This letter correctly sets forth the understanding of the Town of Poetry.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

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

BE IT REMEMBERED THAT ON THIS DAY OF THE 10th of August, 2023 at 6:30 pm, the City Council of Poetry, Texas, held a Regular Town Council Meeting at 11214 FM 1565 Poetry, Texas, 75160 with the following present:

Mayor Tara Senkevech
Councilmember Tom Anderson
Councilmember Mike Jaffe

Councilmember Simeon White
Councilmember Terry Fowler
Councilmember Jonathan Blake

Mayor Senkevech called the meeting to order at 6:30

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

Pledge of Allegiance and Invocation
Citizen Louis Cernoch led the pledge and invocation.

f: Mayor Tara Senkevech gives items of community interest;

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

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

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

*Thanks to Sheri Vinson for typing the minutes.

*Thanks to Jacob Ross for price reduction on Town Hall ramp and rails.

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

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

*If you live in Kaufman County. We want to hear from citizens. Anyone who believes they were adversely affected by the property ID's split out in Kaufman County to please email with factual information regarding such to

mayor.tara@poetrytexas.org. To solve any of the problems, we need factual

information about any hardships this may have caused. Coy Johnson, the Deputy

Appraiser of Kaufman County has said it does not affect your property values as the group them together in what is called "economic unit" when evaluating values. He

says it doesn't affect one's homestead or Agriculture exemptions.

g) Reports

1. Financial—July end 2023

Q3 Budget vs. Actual updated

Sales & Use Tax report

- 2. Secretary's Report—** Deputy City Secretary Theresa Scholander-read by Evie Anderson. Councilmember Fowler asks if this report should be reported to the whole town vs just the council. Legal Council weighs in. Councilmember Blake asks if there are guidelines the secretaries follow.
- 3. Town Hall progress – Mayor Senkevech and Councilmember Anderson**

h) Consent Agenda:

- 1. Minutes from July 18th, 2023, Meeting.** Motion made to approve **Councilmember Jaffe**, seconded by **Councilmember Blake. Passes 5:0**
- 2. Pay June legal bill of \$ 1218.75.** Motion to approve made by **Councilmember White**, seconded by **Councilmember Anderson. Passes 5:0**
- 3. Pay the remainder of the Hunt County Final Election bill for May election of \$3167.19-\$500 payment= \$2667.90.** Motion to approve made by **Councilmember Anderson**, seconded by **Councilmember Blake. Passes 5:0**
- 4. Pay Annual License fee from Hunt County for Voting Equipment of \$500. [\$13,500 divided by 27 entities=\$500] Motion made to approve by Councilmember Anderson, seconded by Councilmember White. Passes 5:0**

i) Regular Agenda:

- 1. Discuss and take action on the Zero Zoning or revised Ordinance proposed.** Council discusses renaming of the ordinance. Council discusses various parts of the Ordinance with Legal. Citizen Patrick Smith asks if Council has established procedures for adopting and enforcing zoning. Citizen Shelley Smith expresses thoughts on tailoring a zoning ordinance to the largest tract of land in city limits. Citizen Brian Vinson questions current verbiage in the proposed Ordinance. Citizen Candy Fletcher asks how grandfathering would work if zoning were passed. Citizen Herbert Fletcher expresses concern over the travel trailers being used as housing. Citizen Louis Cernoch requests more reasonable restrictions, and encourages Council to be brave. Citizen Robbyn Followill says that a code Enforcement Officer is the only one who can give citations. Council again asks questions of Legal Council.

Mayor Senkevech calls for recess.

- 2. Discuss and take action on an Interlocal 1445 Agreement. Councilmember**

Anderson asks Mr. Berman why this is needed. Council asks multiple questions of Legal Council about the Agreement. Citizen Patrick Smith asks for clarification on Agreement. Citizen Shelley Smith expresses concern over county differences on this agreement. Citizen Brian Vinson asks for further consideration on the notifications made by Kaufman to Poetry. **Councilmember Fowler** wants an engineer to make a new map. Citizen Robbyn Followill agrees that an official map created by an engineer. **Councilmember Jaffe** makes a motion to table this item until we confirm a map, seconded by **Councilmember Anderson**. Passes 5:0

3. **Discuss and take action on the possibility of town bearing the burden of maintaining private roads.** **Councilmember White** and **Councilmember Fowler** feel responsible to the citizens on private roads. Legal Council clarifies the laws involved. Citizen Shelley Smith encourages Council to put forth a plan and schedule of road repairs. Citizen Candy Fletcher says that as a private road dweller, she does not feel neglected, because the roads she drives ARE being maintained. Citizen Herbert Fletcher prefers not to give up rights to his private road. No action taken.
4. **Discuss, evaluate and take action on approved Solid Waste vendors' accounts.** Citizen Robbyn Followill asks how many Solid Waste Vendors Poetry has, asks that the letter be a draft so it can be re-usable. **Councilmember Anderson** makes motion to have Legal draft a letter for non-compliance, seconded by **Councilmember White**. Passes 5:0
5. **Review of the Poetry Post newsletter and take action if any changes need to occur.** **Councilmember Fowler** makes motion to table until next meeting, seconded by **Councilmember White**. Passes 5:0
6. **Discuss and take action on proposed Business plan for phone & Internet.** Expert Josh Senkevech gives breakdown of requirements for future needs. Citizen Brian Vinson likes the proposal, but asks about a possible better deal with cell phones vs VOIP. Citizen Robbyn Followill expresses concern over Josh Senkevech being the IT coordinator, saying that her concern is not with the honesty of Josh, himself. **Councilmember Jaffe** makes motion to approve Spectrum Business 600/25, plus 2 phone lines PBX, plus two VBS 250 handsets. Seconded by **Councilmember Blake**. Passes 5:0

j) General Public Comments

Citizen Brian Vinson asks that Council modify rules of decorum to not include statement of citizen addresses when they speak.

Citizen Robbyn Followill says the title of the zoning ordinance should just be Zoning Ordinance.

k) Adjourned Regular Meeting @ 10:19 pm

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

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

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

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

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

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

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

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

1. *Term of Agreement and Certification*

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

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

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

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

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

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

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

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

6. *Notice of Plat Submittals and Approvals.*

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

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

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

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

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

8. *County Roads*

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

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

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

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

12. *Miscellaneous Provisions.*

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

TOWN OF POETRY:

Town of Poetry, Texas
Attn: Mayor

With Copies to:

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

KAUFMAN COUNTY:

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

With copies to:

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

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

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

TOWN OF POETRY, TEXAS

Mayor

ATTEST:

APPROVED AS TO FORM:

Town Secretary

Town Attorney

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

KAUFMAN COUNTY, TEXAS

County Judge

ATTEST:

APPROVED AS TO FORM:

County Clerk

Assistant District Attorney

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

TOWN OF POETRY
 TX USA

Date: 08/31/2023
 Ref.: 3089.000
 Bill #: 46740

RE: General Legal Services

Attention: Mayor Tara Senkevech

Date	Init	Description of Service	Hours	Amount
08/02/2023	DMB	Email opinion to mayor re private streets.	0.25	48.75
08/10/2023	DMB	Attendance at council meeting.	3.75	731.25
08/18/2023	DMB	Email to mayor re Kaufman County road repair options.	0.25	48.75
		Our Fee	4.25	828.75

Time Summary

Lawyer Initials	Rate	Hrs	Amount
DMB	195.00	4.25	828.75

Disbursements

Mileage - David M. Berman	24.89
Total Disbursements	24.89
Total Fees and Disbursements	853.64
TOTAL	853.64
Net Amount Owning on This Bill	853.64

Statement of Account

Prior Balance	1,218.75
Payments & Adjustments	-1,218.75
Current Fees	828.75

08/31/2023

3089.000

TOWN OF POETRY

Page: 2

Current Disbursements

\$24.89

Amount Due and Owing to Date

\$853.64