

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

BE IT REMEMBERED THAT ON THIS DAY OF THE 2nd of November, 2023 at 6:30 pm, the Town Council of Poetry, Texas, held a Workshop, and Special Town Council Meeting at 5671 CR 323, Poetry Town Hall 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 pm.

Robin Boles, Clerk confirmed quorum.
All council members were present.

Pledge of Allegiance and Invocation
Councilmember White led the pledge and invocation.

f: Mayor Tara Senkevech gives items of community interest;

*Thanks to Beau Dempsey of Longhorn Organics for removing the dead trees on the Town Hall property with his large equipment.

*Thanks to Kevin Senkevech for installing solar lighting poles at Town Hall.

*Town Cleanup is November 11th at Town Hall parking lot.

*The Town hall now has a phone number a- It is #469-902-7001. Town Hall is only open to the public Thursdays 1- 5 pm

g) Workshop Agenda

WORKSHOP Meeting 6:30 pm -7:30 pm.

Citizens will be given 3 minutes at the front of the workshop to speak regarding their views regarding zoning.

Tracie Hibbs makes comment on mailing of Zoning Changes to citizens, and about a Board of Adjustments. Citizen DJ Johnson makes request for zoning to keep Poetry country. Citizen Michelle Bailon concerns about Bed and Breakfast rules, beaches, water issues, and Tiki huts. Citizen Greg LaRossa wants zoning to keep out developers.

Council discusses heights of homes and buildings. Councilmember Fowler discusses fire concerns, and water management. Council discusses business rules, setbacks, green space, etc. Council and legal discuss various definitions.

Recess

h) Secretary's Memo—Mayor Pro Tem, Mike Jaffe, to give Secretary's Report

i) Special Agenda:

1) Discuss and take action on the release from ETJ petition from Bishop Airfield Ranch, LLC.

Councilmember Jaffe gives report of conversations with Legislators about law, and with surveyor. Tracie Hibbs offers her opinion to Attorney Berman. Citizen Dale Bryant offers his opinion on meets and bounds. Shelley Smith expresses concern of the towns meets and bounds. Citizen Patrick Smith expresses general unhappiness with citizen questions. Council and legal discuss application stating that it does not have the legal requirements for a petition met. **Councilmember Anderson** makes motion to deny petition, seconded by **Councilmember White**. **Passes 4:1**

2) Discuss and take action on the Emard release from ETJ petition.

Tracie Hibbs expresses concern over Council's reasons for denial. Citizen Dale Bryant explains the discrepancy with petition. Council discusses issues with the measurements, but with minor correction it should be okay. Citizen Patrick Smith speaks on maps and surveys. **Councilmember White** makes motion to approve, seconded by **Councilmember Jaffe**. **Passes 4:1**

3) Discuss and take action on the Bryant release from ETJ petition.

Citizen Dale Bryant clarifies petition. Citizen Patrick Smith voices support of Bryant petition. Council discusses his petition appearing to have correct information. **Councilmember White** makes motion to approve, seconded by **Councilmember Jaffe**. **Passes 4:1**

4) Discuss and take action on Resolution for adopting fee for accepting and processing applications and petitions for the release of property from the Town's ETJ.

Tracie Hibbs voices her opinion in opposition to a fee. Citizen Dale Bryant desires a survey. Citizen Chad West disagrees with a fee. Shelley Smith disagrees with a fee. Citizen Patrick Smith feels the fee is retribution. Mayor discusses secretarial, legal and mapping time will be adding up significantly with these petitions. **Councilmember White** makes motion to approve \$125.00, seconded by **Councilmember Blake**. **Passes 3:2**

5) Discuss the annual renewal for M365 Business & Archiving license for 7, renewal expiring December 14th. [We only have the original from 2022 on file].

Tracie Hibbs speaks on TML. Shelley Smith accuses the Mayor of allowing volunteer Josh

Senkevech to sign a contract for the city. Councilmember White clarifies that it is a quote. Mayor stated that she signed the actual contract.

6) Discuss and take action on open cell or closed cell foam insulation with underneath the flooring for the Town Hall. Mayor explained on her research that closed cell foam is used for exterior surfaces such as a crawl space. **CM Fowler** confirmed. **Councilmember White** makes motion to approve Freedom Foam, 1.5 inch, closed cell, seconded by **Councilmember Blake. Passes 5:0**

j) Citizen Comments:

Citizen Dale Bryant says he just wants to get things right.

Mayor Senkevech adjourns meeting at 9:56 pm.

TOWN OF POETRY, TEXAS



STATEMENT OF QUALIFICATIONS For Professional Engineering Services

CITY ENGINEERING SERVICES

Closing Date & Time
Tuesday, December 12, 2023 – 5:00pm

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

PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600, Dallas, Texas 75243

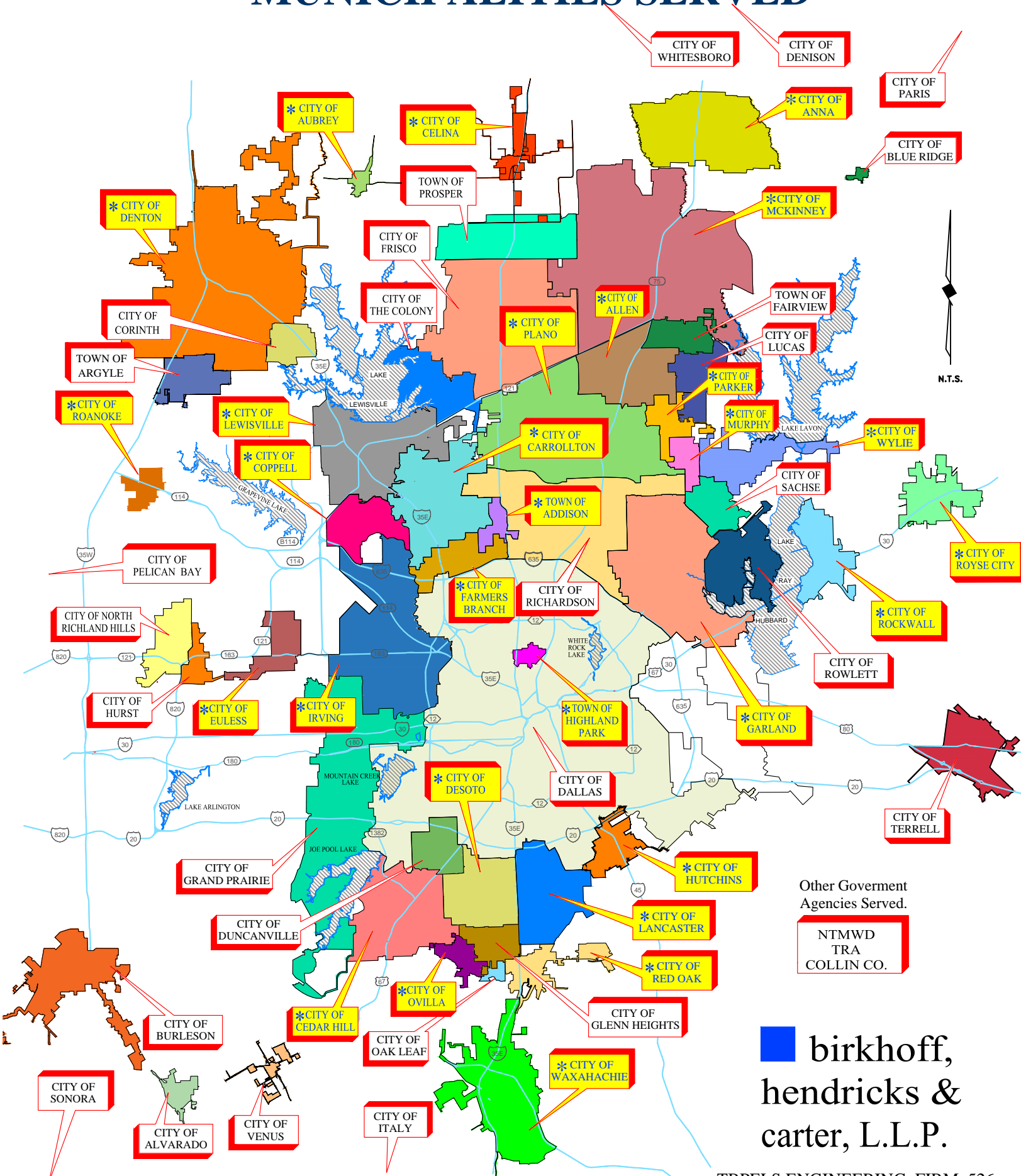
TBPE Firm 526; TBPLS Firm 100318-00

Phone (214) 361-7900; Fax (214) 461-8390

Contact: Gary C. Hendricks, P.E., R.P.L.S.

ghendricks@bhcllp.com

MUNICIPALITIES SERVED



Other Government Agencies Served.
 NTMWD
 TRA
 COLLIN CO.

**birkhoff,
hendricks &
carter, L.L.P.**

* Water and Wastewater Master Plans Or Impact Fee Studies completed by Birkhoff, Hendricks & Carter, L.L.P.

TBPELS ENGINEERING FIRM 526
 TBPELS SURVEY FIRM 100318-00
 11910 Greenville Ave., Suite 600
 Dallas, Texas - (214) 361-7900

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

PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone: (214) 361-7900

Fax: (214) 461-8390

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.

Re: City Engineering Services

Birkhoff, Hendricks & Carter, L.L.P. has excelled in Municipal Engineering since 1969, providing professional engineering services to municipalities and other governmental agencies. We have maintained that focus of municipal engineering for the past 54 years.

We include specialized sub-consultants that we have long-term relationships with to supplement what we do not have on staff. The Birkhoff, Hendricks & Carter professionals listed for this project will be the people on the ground throughout the our professional relationship with the Town of Poetry.

We encourage the selection committee to contact the following references when considering our Statement of Qualifications:

Mr. Gary Machado
Public Works Director
City of Parker, Texas
5700 East Parker Road
Parker, Texas 76084
(972) 442-6811 ext. 235
GMachado@parkertexas.org

Mr. David Bailey
Senior Director of Utilities
City of Waxahachie
P. O. Box 757
Waxahachie, Texas 75168
(469) 309-4321
[dbailey@waxahachie.com](mailto:d Bailey@waxahachie.com)

Ms. Leanne Wilson.
Director of Public Works
City of Aubrey, Texas
107 S. Main Street
Aubrey, Texas 76227
(940) 440-9343 ext. 108
LWilson@aubreytx.gov

STATEMENT OF INTEREST

The undersigned, in submitting this RFQ and endorsement of same, represents that they are authorized to obligate his firm. The undersigned certifies that sufficient personnel, equipment, and time resources are available and can be committed to the Town of Poetry.



Gary C. Hendricks, P.E., R.P.L.S.
Alternate Managing Partner
ghendricks@bhcllp.com

Section 1 – Introduction – Executive Summary

BACKGROUND

Birkhoff, Hendricks & Carter, L.L.P. (BHC) roots were founded in Dallas, Texas in 1969 to provide Professional Engineering Services to municipalities and other governmental agencies. After 54 years, our focus remains the same, dedicated to providing quality consulting engineering services for small and medium-sized municipalities and other governmental agencies. Our focus on municipal engineering eliminates potential conflicts of interest that can occur with firms who participate in private development work.

Birkhoff, Hendricks & Carter, L.L.P. has been providing professional engineering services to municipalities as a Texas Partnership for 54 years, under the following names:

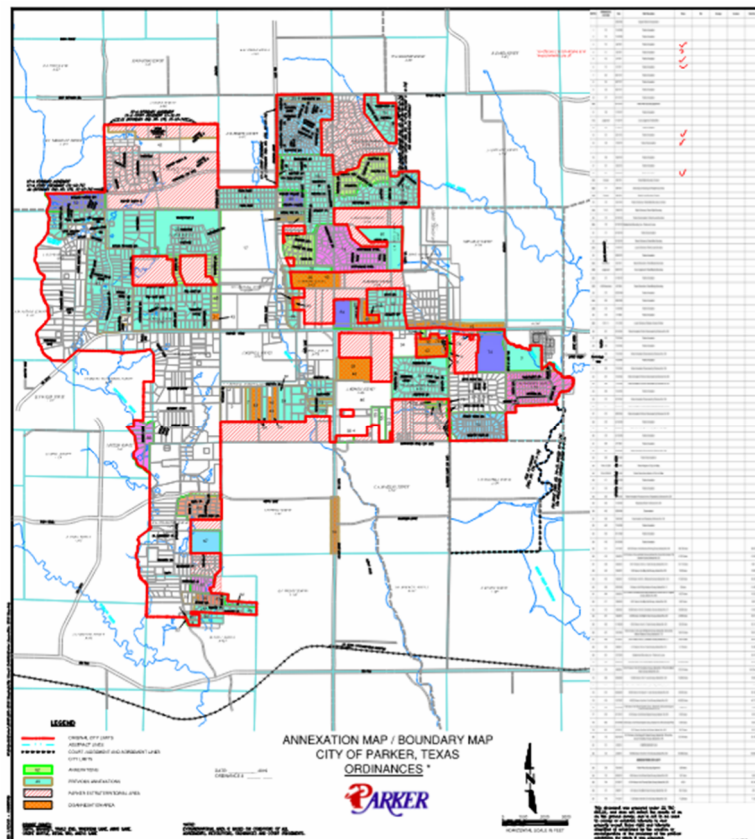
- Shimek, Roming, Jacobs & Finklea July 1969 – 1976
- Shimek, Jacobs & Finklea September 1976 – 1996
- Shimek, Jacobs & Finklea, L.L.P. August 1996 – 2001
- Birkhoff, Hendricks & Conway, L.L.P. May 2001 – 2010
- Birkhoff, Hendricks & Carter, L.L.P. February 1, 2010 – Present

The partnership has transitioned ownership gradually over time with the current name being Birkhoff, Hendricks & Carter, L.L.P. Currently, the partnership is made up of seven (7) partners, all of whom are professional engineers and fully active in the day-to-day operation of the firm.

FIRM LOCATION

11910 Greenville Avenue Ste. 600
Dallas, Texas 75243
214-361-7900
www.bhcllp.com

Sample Map
City of Parker Annexation Map



Section 2 – Service Approach

CLIENT SERVICE APPROACH

It is our understanding that the requested services will include a wide variety of engineering and surveying services. The scope outlined is very similar to the type of work we provide. We have been successful at completing such a wide variety of projects utilizing a client-based approach and not a project specific approach.

The client approach establishes project managers experienced in municipal engineering, supported by a technical staff of civil engineers, electrical engineers, environmental engineers, geotechnical engineers, professional land surveyors, structural engineers, surveyors, CAD design technicians, drafters, and word processors.

This approach allows continuity through all projects and provides consistent construction plans, studies and reports for staff, work crews or contractors to work from.

Disciplines which are not on our permanent staff are obtained through specialized subconsultants. We have been successful accomplishing projects utilizing experienced competent subconsultants with specialized knowledge. The project engineer maintains full control of projects. Generally, no interface occurs between a subconsultant and client. The interface occurs with the project engineers to eliminate miscommunications. Further, we have found this approach to be economical for clients since we can keep our overhead down and our subconsultants maintain reasonable fees working under our firm.

Birkhoff, Hendricks & Carter, L.L.P. has the required technical staff and resources to complete municipal projects. Our 54-year track record with a stable and trained technical staff allows us to achieve successful projects for municipalities.

QUALITY ASSURANCE / QUALITY CONTROL PLAN

QUALITY POLICY

Birkhoff, Hendricks & Carter, L.L.P. is committed to providing a quality product to our clients. This can be achieved through a systematic process to uphold the firm's work practices and procedures.

PROCESS

At inception of the project, the Project Manager shall clearly identify the objectives, requirements, milestone dates and operating procedures for the project and share them with the members of the design team. The project manager shall also meet with the design team periodically throughout the project to update the design team. At no time shall plans be released from Birkhoff, Hendricks & Carter, L.L.P. without QA/QC review:

- **Level 1 Review**

The QA/QC staff member shall either be a senior technician or engineer-in-training appointed by the drafting coordinator to complete initial check of data in the electronic drawing files and review the quality of drafting for conformance with the firm's drafting

standards. The QA/QC staff member shall use the firm's quality control checklist for checking the electronic drawing files. The checklist shall be provided to the project manager at completion of the QA/QC check. Checklists are available for the following project types:

- ◇ Elevated & Ground Storage Tanks
- ◇ Pump Stations/Lift Stations
- ◇ Paving and Drainage
- ◇ Sanitary Sewer Lines / Force Mains
- ◇ Water Lines

If in the opinion of the project manager, the quality control checklists are not specific enough for their project, the project manager shall prepare a project-specific quality control checklist and distribute it to the appointed QA/QC staff member.

- **Level 2 Review**

The project manager shall perform a concurrent review of the plans to check engineering related items, including but not limited to engineering design, calculations, and coordination with subconsultants and utility companies. At completion of review by the project manager and QA/QC staff member, they shall meet with the primary CAD technician for the project to discuss the revisions. Review comments shall be incorporated into the plans and the revised plans issued to the project manager and QA/QC staff member for final review prior to being released by the firm.

- **Level 3 Review**

On a random basis, determined by the Managing Partner and Project Manager, plans will be sent to an independent third party for review.

PROVIDE SERVICES IN A TIMELY MANNER & WITHIN BUDGET

Birkhoff, Hendricks & Carter, L.L.P. specializes in municipal and governmental engineering without overextending the firm. This allows us to provide the level of service our clients deserve. We complete projects on schedule and within the budget of the original scope of services. This FACT is best demonstrated by the repeat client business that we obtain from our clients. We focus on clients and not on every project that comes along. Such a specialization requires repeat clientele. To achieve repeat business from clients, we provide quality service, on-time performance, in budget projects and quick response to the client. This formula has been successful for over 54 years and continues to work successfully.

Birkhoff, Hendricks & Carter, L.L.P.'s current and future workload will allow us to provide the staff to meet the City's needs. Our engineering and technical staff is trained in municipal engineering, and each can perform various types of projects, from water and sewer to paving and drainage.

Section 3 – Innovative Techniques or Methodology

Birkhoff, Hendricks & Carter, LLP uses all current software to aid in the gathering of information and design process.

- 10 – CAD Design Workstations
- 8 – CAD Design Laptops
- 6 – Engineering Workstations
- 3 – Engineering Laptops
- 4 - Windows Servers
- 1 – Linux FTP Server
- 1 – Laserfiche Server
- 4 – NAS Drives for Local Backup & Offsite Backup
- HP DesignJet T1200 42” Wide Color Plotter
- HP DesignJet T930 36” Wide Color Plotter
- Canon AdvColor 5035
- Network Copy/Scan/Print Center
- Canon AdvColor 7055
- Network Copy/Scan/Print Center
- Canon AdvColor 5250
- Network Copy/Scan/Print Center
- Logix FiberOptic Internet Service
- NEC SL1100 phone system
- SonicWall TZ 400 Network Security Appliance
- Firewall and VPN serices
- 4 -Wireless Anker Conference Speakerphones
- 1 – Polycom Conference Speakerphone
- Sony Alpha a6000 Video Conf Camera
- Black Magic ATEM Mini Pro
- Autodesk Architecture Engineering & Construction Collection
- AutoCAD, AutoCAD Map, Civil 3D, Vehicle Tracking, and Revit
- ESRI ArcView and ArcPro
- InnoVize InfoWater Pro (Water Distribution Model)
- InnoVize InfoSewer Pro (Wastewater Model)
- InnoVize XPSWMM Complete (Storm Water Hydraulics Analysis)
- HEC-2, HEC-HMS, HEC-RAS, TR55
- Thysys (Storm Drainage Model)
- TNM (Traffic Noise Model)
- Deed Plotter (Deed Analyzer and Closure)
- LaserFiche (Archive Document Retrieval)
- BlueBeam Revu Standard
- Office 365 Business Premium & Microsoft Office 2010 Professional
- Windows Server 2016
- Outlook 365 Email
- Windows Pro 10 (Computer OS) 64 bit
- PaperPort Deluxe
- Adobe Acrobat Standard
- FTP Access
- Sophos Central & Mail route Continuity Email Protection
- Cisco Duo MFT Authentication

We are in consistent communication with vendors regarding innovative products that could benefit the City. However, we do not recommend any new development to the City until we have a firm knowledge that it will function as intended.

Section 4 – Scope of Work and Schedule

Birkhoff, Hendricks and Carter, LLP has provided *civil engineering services exclusively to municipalities in the DFW area* for the last 54 years. For each City, our role is tailored to meet their individual needs. As City Engineer for various municipalities, we are responsible for development and drainage reviews, creating and updating Masterplans, designing CIP projects including construction administration. We provide services ranging from day-to-day engineering tasks to managing CIP programs. With ten (10) Professional Engineers, two (2) Registered Professional Land Surveyors and two (2) Certified Floodplain Managers on staff, BHC has the workforce, experience, and dedication to provide all the Town of Poetry's daily municipal engineering needs. Upon the occurrence of a unique scenario that requires outside expertise, we have a myriad of trusted colleagues in a variety of fields that could be utilized at any time.

We understand the Town of Poetry is a lightly populated agricultural community. Your foremost needs include:

- Road Maintenance and Repair
- Supervision/Monitoring of Franchise Utilities

The Town Engineer's responsibilities may include, but are not limited to:

- Review and Evaluation of Drainage Matters
- Street Construction, Maintenance and Repairs
- Street Right of Way Evaluation and Management consultation
- Development Review and Permitting

The BCH Team is familiar with this type of work and provide very similar services to the City of Parker and the City of Aubrey.

Section 5.a - Qualifications

A. FIRM'S PROFILE & HISTORY

Birkhoff, Hendricks & Carter, L.L.P. (BHC) was founded in Dallas, Texas in 1969 to provide professional engineering services to municipalities and governmental agencies. 54 years later, our focus remains the same, dedicated to providing quality consulting engineering services to small and medium size municipalities and other governmental agencies. Our focus on municipal engineering eliminates potential conflicts of interest that can occur with firm's who participate in private development work.

Birkhoff, Hendricks & Carter, L.L.P. (Firm # F526) has been in business as a Texas Partnership for over 54 years. The eight (8) partners at the firm own 100% of the business. We have a vested interest in *OUR* company and *OUR* future. We are not a satellite office reporting to unseen supervisors. We don't farm out the work to other engineers that do not know where the City of Alvarado is located. We live in DFW and we work in DFW. We engineer the future for our neighbors and ourselves.

Providing a value service to municipalities for almost five decades has engrained the customer service expectations we have set for ourselves that will lead to many more decades of client relationships.

B. OFFICE LOCATION

BHC has operated through its main office located in Dallas, Texas for over 54 years. Our physical address is:

Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
Phone: (214) 361-7900
Fax: (214) 461-8390
www.bhcllp.com



Municipal Civil
Engineering is
our passion
and is the
lifeline
of what we do

C. LICENSING AND STATE REGISTRATION

Birkhoff, Hendricks & Carter, L.L.P. is legally qualified to offer professional engineering and surveying services in the State of Texas.

Licensed To Practice In Texas

Texas Board of Professional Engineers Firm No. 526

Texas Board of Professional Land Surveyors Firm No. 100318-00

Certified Floodplain Manager: CFM #1698-09N; and #3099-16N

All engineering services will be completed under the responsible supervision of a Professional Engineer licensed to practice in the State of Texas. All surveying will be completed under the responsible supervisor of a registered public land surveyor in the State of Texas.

D. NO CONFLICT OF INTEREST

Birkhoff, Hendricks & Carter, L.L.P. has no conflicts of interest with regard to any other work performed in Johnson County. Birkhoff, Hendricks & Carter, L.L.P. does not provide engineering services to the private sector.

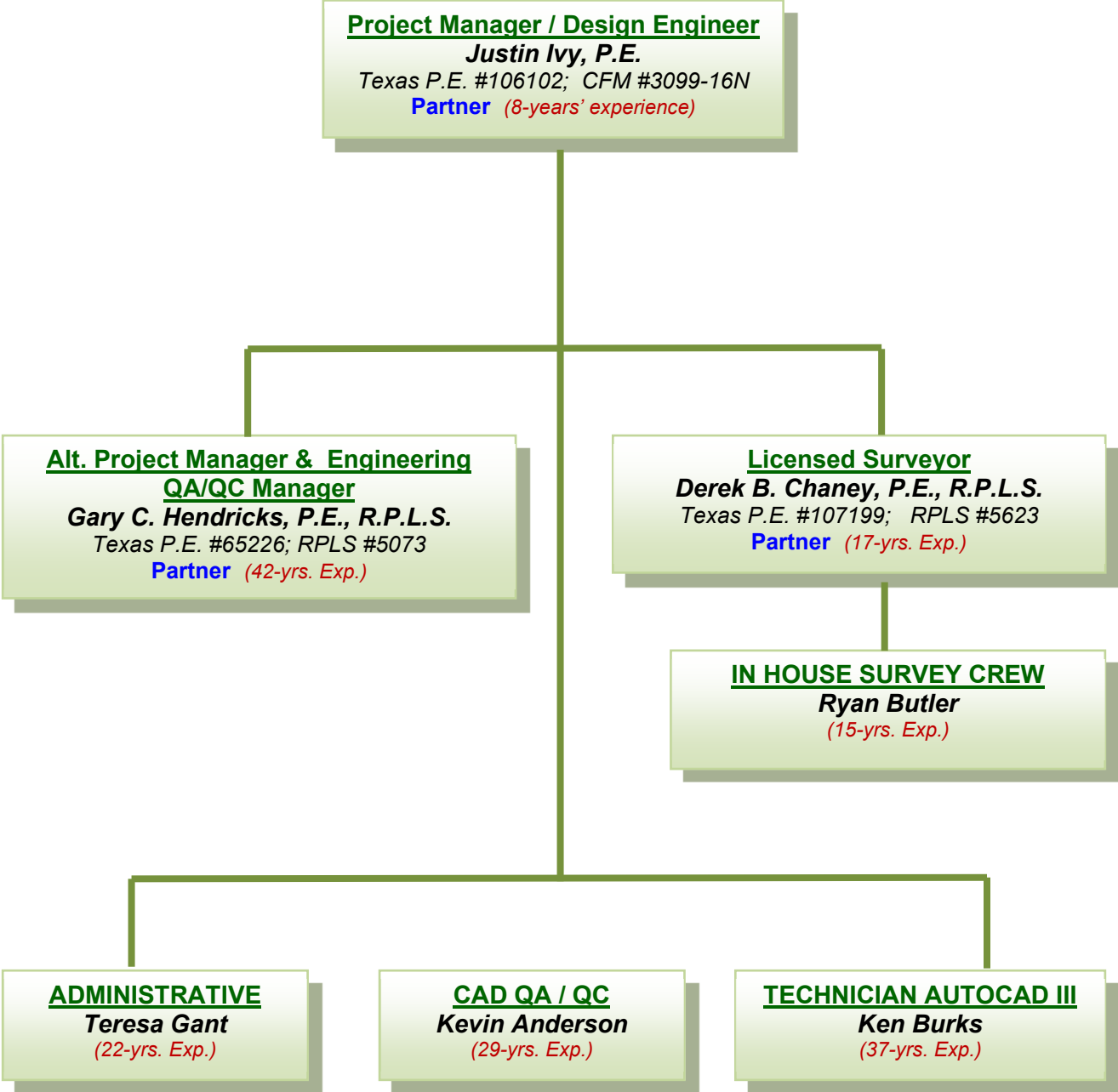
E. DBE Status and Participation

BHC has a record of using firms classified as Disadvantaged Business Enterprises as subconsultants for engineering projects in the North Central Texas area. It is the intent of Birkhoff, Hendricks & Carter, L.L.P. to utilize DBE firms in providing professional engineering services on any project in which subconsultants are utilized.

The efforts made by **BHC** for minority participation, if our firm were to receive this assignment, includes involving our minority employees in the proposed project in compliance with the requirements of the "Equal Employment Opportunity", the "Department of Labor Laws & Regulation", and the "Disadvantaged Business Enterprise, 49 CFR, Part 23, Subpart D".

Section 5.b and Section 5.c - Qualifications

Birkhoff, Hendricks & Carter, L.L.P. has a total of 28 long-tenured staff members. The following is BHC's proposed Design Team Chart.





GARY C. HENDRICKS, P.E., R.P.L.S.

Birkhoff, Hendricks & Carter, L.L.P. – Alternate Managing Partner

Mr. Hendricks joined the firm in September of 1980 and celebrates his 43rd year of continuous service with the firm this year. In addition to his 39 years of professional experience, Gary also has 4-years of technical/drafting experience in municipal engineering, all at Birkhoff, Hendricks & Carter, L.L.P. He has been a partner with Birkhoff, Hendricks & Carter, L.L.P. since January 1989. Today, Gary is the Alternate Managing Partner of the Firm, and is one of the Firm’s Registered Professional Land Surveyors. During this time, Gary has been the project manager as well as project design engineer for a wide variety of municipal projects, both large and small.

Professional Experience

43 Years

Registered

Professional Engineer

State of Texas No. 65226

Registered

Professional Land Surveyor

State of Texas No.5073

Education

B.S. Civil Engineering (1984)

University of Texas at

Arlington

Professional Affiliations

American Society of Civil Engineers

American Council of Engineering Companies

Texas Society of Professional Engineers.

Preston Trail 2001 President

Dallas 1991 Young Engineer of Year

Preston Trail 2011 Engineer of Year

Civil Design and Project Management Experience

As a Partner with Birkhoff, Hendricks & Carter, L.L.P. his experience includes project management, design, preparation of plans & specifications, and construction administration for:

- Paving & Drainage Projects (Transportation)
- Elevated Storage Tanks Projects (Water)
- Water Pump Station Projects
- Water Treatment Plants Plans
- Water and Sewer Impact Fees
- Wastewater Lift Stations
- Wastewater Collection System Master Plans
- Water Lines Projects
- Ground Storage Reservoirs
- Water Rehabilitation Projects
- Water Distribution Master Plans
- Water Pump Stations
- Wastewater Collection Lines
- Storm Water Utility Rate Studies

Land Surveying Experience

Mr. Hendricks co- directs the Surveying operations at BHC and has been a Registered Professional Land Surveyor in the State of Texas for 29 years. His experience in the field of surveying includes topographic and design surveys, construction surveys, land boundary surveys, and political boundary surveys (Annexations, ETJ Agreements, Jurisdictional Boundary Agreements).

City Engineer Experience

Mr. Hendricks has extensive experience acting as City Engineer for small and medium size Cities throughout north Texas. He is currently City Engineer for the City of Aubrey. In addition to his current City Engineer assignments, over the course of his career, he has acted as City Engineer for the Cities of Anna ● Cedar Hill ● Roanoke● Murphy● Waxahachie ● Royse City ● Coppell.

In his capacity as City Engineer, Mr. Hendricks performs and directs:

- Development civil plan and plat reviews and coordination
 - Formulation and negotiation of development agreements
 - FEMA hydraulic study reviews and FEMA LOMRs
 - Storm Water Management Plan preparation and management
 - Major Public Infrastructure Capital Improvement and Rehabilitation Plans
 - Development of Regional Surface Treated Water Supply
 - Development of Regional Wastewater Collection and Treatment Systems

Expert Witness Experience

Due to his extensive experience as City Engineer here in North Texas, Mr. Hendricks has been sought after as an expert witness in cases before brought before the Texas State Office of Administrative Hearings (SOAH) representing the interest of his municipal and county clients. His wide-ranging knowledge of various development related issues including municipal utility districts (MUDs), Public Improvement Districts (PIDs), Tax Increment Reinvestment Zones (TIRZ), regional water distribution and supply, regional wastewater collection and treatment and master plan efforts makes him a uniquely qualified expert in his field. His expertise in this arena include financial evaluations, regional and jurisdictional challenges to the creation of certain MUDs; and regionalization challenges brought against applications to the TCEQ for Texas Discharge Elimination System permits. To date, Mr. Hendricks has or is acting as an expert witness in four (4) separate cases brought before the SOAH with one case pending.



Experience

9 Years

Registered P.E.

State of Texas No. 133022

Education

B.S. Civil Engineering

Texas Tech University

2009-2011

Oklahoma State University

2012-2014

JUSTIN R. IVY, P.E.

Birkhoff, Hendricks & Carter, L.L.P.

Justin Ivy joined Birkhoff, Hendricks & Carter, L.L.P. on June 9, 2014, after graduating from Oklahoma State University, in May 2014. Justin has experience in water, wastewater and stormwater hydraulic modeling software often used in water and wastewater master planning and storm sewer design/analysis. A significant amount of his experience has been in transportation, drainage, and wastewater collection where he has designed various City streets, drainage systems, lift stations and wastewater collection lines.

His experience includes:

- Paving & Drainage Improvement Projects
- Pavement Rehabilitation / Reconstruction
- Water Distribution System Hydraulic Modeling
- Wastewater Collection System Hydraulic Modeling
- Water Transmission & Distribution Lines
- Wastewater Lift Stations & Lift Station Expansions / Improvements
- Wastewater Trunk Sewers & Collection Lines
- Water & Wastewater Master Plan & Impact Fee Studies

Representative Projects Include:

- **City of Allen:** 2014 Water Distribution System & Water Quality Study; 2014 Water & Wastewater Impact Fee Update
- **City of Anna:** 5th Street Rehabilitation
- **Town of Argyle:** S-1 Sanitary Trunk Sewer, Force Main & Lift Station
- **City of Aubrey:** 2015 Water & Wastewater Impact Fee Update; North Street Drainage Analysis; U.S. 377 Utility Relocations Analysis; Pecan Creek Lift Station; 2022 Water & Wastewater Impact Fee Update
- **City of Blue Ridge:** Ridgeway Drive Roadway & Water Line Rehabilitation; 2020 Water & Wastewater Impact Fee Analysis; TxCDBG Sanitary Sewer Replacement
- **City of Italy:** 2017-2018 TxCDBG Street Rehabilitation
- **City of Keene:** Existing Water Distribution & Wastewater Collection System Hydraulic Models
- **City of Lewisville:** Vista Ridge Lift Station Improvements
- **City of Murphy:** North & South Murphy Road Water Line Loops; North Murphy Road Hooded Left Turn Lane; South Murphy Road Asbestos Cement Water Line Replacement; Windy Hill Farms Lift Station Jib Crane
- **City of Ovilla:** Red Oak Creek 12-inch Water Line; 2016 Water & Wastewater Impact Fee Update
- **City of Parker:** Allen Heights Drive Widening; Springhill Estates Culvert Replacement; 2016 Water & Wastewater Impact Fee Update
- **City of Pelican Bay:** TxCDBG Water Well #3; 2022 Emergency Preparedness Plan
- **City of Red Oak:** S.H. 342 & Main Street Connector Street
- **City of Rockwall:** Turtle Cove & Windmill Ridge Sanitary Sewer Replacement; Buffalo Creek Tributary No. 1 Sanitary Sewer Interceptor Improvements; F.M. 552 Utility Relocations
- **City of Rowlett:** Faulkner to Thornhill & Powell to Persimmon Alley Reconstruction
- **City of Waxahachie:** Mustang Creek 20-inch Parallel Force Main, Grove Creek Lift Station Expansion, Mustang Creek Lift Station Expansion; Marshall Rd/Lofland Rd. 24-inch Transmission Main; I.H. 35E 18-inch Water Line; F.M. 664 24-inch Transmission Main
- **City of Whitesboro:** Existing Water Distribution System Hydraulic Model



DEREK B. CHANEY, P.E., R.P.L.S.

Birkhoff, Hendricks & Carter, L.L.P. - Partner

Survey Manager

Derek Chaney joined Birkhoff, Hendricks & Carter, L.L.P. in June of 2006, after graduating from Texas A&M University, and became a partner in the Firm in January 2012. Derek's experience includes project design, preparation of plans and specifications, and construction administration for wastewater lift stations, wastewater collection lines, water distribution and transmission lines, ground storage water facilities, drainage system improvements, paving improvements and monitoring and control systems. During this time, Derek's experience included the design and construction administration for a wide variety of municipal projects, including:

Experience

17 Years

Registered

Professional Engineer

State of Texas No. 107199

Registered

Professional Land Surveyor

State of Texas No. 5623

Education

B.S. Civil Engineer (2006)
Texas A&M University

- Paving & Drainage Improvement Projects
- Ground Storage Reservoirs,
- Water Transmission, Distribution Lines, and Collection Lines,
- Drainage Analysis
- Water & Wastewater Master Plans
- Impact Fee Analysis, and
- Capital Improvement Projects

Before joining BHC, Derek was an Engineering Technician (2002-2006) with Chaney Engineering, Inc. In the Summer of 2005, Derek also worked as an Engineering Intern with TxDOT - Paris Area Office.

Representative Projects Include:

- Celina: 2010 Capital Improvement Project Planning Report
- Dallas: Group 3 Alley Reconstruction
- Desoto: Pleasant Run Road Well Groundwater Study
- Garland: Club Creek Lift Station Abandonment
- Murphy: McCreary Road Paving & Drainage Improvements
- North Richland Hills: Odell Street Paving & Drainage Improvements
- North Richland Hills: Susan Lee 12" Water Line Replacement
- N.T.M.W.D.: North McKinney Lift Station and Force Main
- Paris: 2014 Downtown Sidewalk & Street Lighting Improvements
- Red Oak: 5-Year Water & Wastewater Impact Fee Review
- Rockwall: Water & Wastewater Impact Fee Analysis
- Royse City: Water & Wastewater Maser Plan
- Royse City: 2006-2016 Water, Wastewater & Roadway Impact Fee Analysis
- Royse City: North Houston Street Paving, Drainage & Utilities Improvements
- Sachse: 2-MG Ground Storage Reservoir No. 2
- Sachse: 5th Street / Dewitt Road Improvements
- Waxahachie: Water Distribution System Addition - US Hwy 287 Bypass W.L.
- Waxahachie: 2008 Water & Wastewater System Master Plan
- Waxahachie: Water & Wastewater Impact Fee Update
- Waxahachie: Wastewater Collection System - Northeast Trunk Sewer CIP
- Waxahachie: RVG Blvd Extension, from existing RVG Cul-De-Sac to Solon Rd
- Wylie: State Highway 78 Water Distribution Line

Section 5.c - Qualifications

Owner & Representative	Project Description	Est. Completion	Const. Cost	Design Team
Collin County Clarence Daughtery (972) 548-3728	Frontier Parkway Paving and Drainage Improvements-Preparation of construction plans, specifications, bidding documents and construction contract administration for Paving and Drainage Improvements to Frontier Parkway (C.R. 5) from the DNT to S.H. 289.	2022-2023	\$21,809,000	Carter
City of Aubrey Leanne Wilson (940) 440-9343 x 108	Prepare construction and bidding plans for the City of Aubrey TxCDBG 2021 Water Distribution System improvements and Wastewater Collection System improvements	2021	\$61,000	Mata
City of Waxahachie James Gaertner, P.E., CFM (469) 309-4301	Royal Street – Replacement of existing asphalt section to a reinforced concrete section with 100-year design for drainage and utility replacements	2021	\$932,525	Chaney
City of Rowlett Timothy Engle (972) 463-3979	Alley Reconstruction between Powell Drive and Persimmon Place, from Scott Drive to Rowlett Road. The length of the alley proposed for replacement is approximately 1,650 linear feet, and has a width of approximately 10-ft.	2021	\$826,252	Chaney
City of Venus Andy Wolfe (972) 366-3348	Venus Street Reconstructions	2021	\$429,053	Kerkhoff Ivy
City of Parker Gary Machado (972) 442-6811	Parker Annual Maintenance	2021	\$257,378.05	Birkhoff
City of Venus Andy Wolfe (972) 366-3348	Venus Parkway- Prepare plans, specs and bidding documents for 2,300 LF of 4-lane divided roadway (Venus Parkway) as well as 2,100 LF of 2-lane roadway (5th Street). Project includes RR crossing and TxDOT connection.	2021	\$4,312,934	Kerkhoff Ivy
City of Blue Ridge Edie Sims (972) 752-5791	Replace approximately 3,000 LF of 8-inch sanitary sewer line with funding provided by the 2019 TxCDBG Application.	2020	\$415,000	Kerkhoff
City of Alvarado Rick Holden (817) 790-3351	Jessup Street Rehabilitation- Scarify, remix and overlay of Jessup Street from Cummins to US 67. Waterline replacement throughout most of the project. Will be bid in 3 sections. Geotech included to confirm capacity to scarify and recompact.	2020	\$623,000	Kerkhoff Ivy
City of Hutchins Charles Brewer (972) 225-6121	Preparation of plans and specifications along with construction administration for the reconstruction of Franklin Street from Palestine to Hickman.	2020	\$20,000	Birkhoff
City of Allen Chris Flanigan, P.E. (214) 509-4578	Prepare plans, specs, and bidding documents for 2,300 LF of 4-lane divided roadway (Venus Parkway) as well as 2,100 LF of 2-lane roadway (5th Street). Project includes RR crossing and TxDOT connection.	2020	\$4,312,934	Kerkhoff Ivy
City of Anna Greg Peters, P.E. (972) 924-4510	Suzie Lane East-West Collector Water Line- 12-in Water line under US 75 and to the west along an alignment provided by the City referenced as the East-West Collector.	2019	\$54,630	Kerkhoff
City of Blue Ridge Edie Sims (972) 752-5791	Ridgeway Drive Roadway and Water Line Rehabilitation- Rehab (Scarify, remix and overlay) of existing asphalt roadway. Regrade drainage channel on north side of roadway for positive drainage. Replace existing undersized water line with an 8-inch located within the ROW.	2019	\$62,160	Kerkhoff Hickey
City of Carrollton Mr. Jody Byerly (972) 466-3476	Northcrest Estates Subdivision Reconstruction: Paving, Water & Sewer	2019	\$3,000,000	Birkhoff Mata
City of Italy Shawn Holden (972) 483-7329	2017/2018 TxCDBG Street Rehabilitation of Pavement on Clark St. (Harris St to SH 34)	2019	\$245,000	Chaney

Owner / Representative	Project Description	Est. Const. Completion	Const. Cost	Design Team
City of Sonora Ed Carrasco (325) 387-2558	Texas Capital Fund project Love's Infrastructure – 17,222 L.F. of 6" sanitary sewer force main.	2017	\$1,092,795	Hickey Hendricks
City of Sonora Ed Carrasco (325) 387-2558	2014 TCDBG 7214429 Sanitary Sewer Improvements	2016	84,949	Hickey Kerkhoff
City of Aubrey Leanne Wilson (940) 440-9343 x 108	2014 Texas Capital Fund project , consisting of water and sewer system improvements.	2015	\$98,800	Mata Hendricks
City of Anna Greg Peters, P.E. (972) 924-4510	2014 Texas Community Development Block Grant sewer replacement of approximately 2,900 L.F. of 6" sanitary sewer along Riggins and Interurban Streets	2015	\$307,000	Kerkhoff Hendricks
City of Rockwall Amy Williams, P.E. (972) 771-7746	Facilitate City-wide wastewater flow monitoring program. Develop flow monitoring basins & determine sites for flow monitor & rainfall monitoring. 38 flow meters, & approx. 4-rain gauges.	2015	Study	Chaney Hickey
City of Sonora Ed Carrasco (325) 387-2558	Survey manholes & cleanouts; develop a Wastewater System Base Map showing manhole rim, invert & dia.; along w/pipe diameters & slopes for bidding cleaning & TV inspection of system.	2014	\$2,300,000	Hickey Kerkhoff
City of Murphy Bernie Parker (972) 468-4024	S. Maxwell Creek Trunk Sewer: Approx. 14,500' of 15" through 24" Sanitary Sewer, from the DART R.R. to the NTMWD Point of Entry at Hensley Lane in Wylie	2014	\$1,825,035	Chaney Hendricks
Plano Mutual Cemetery Nathan White (972) 979-9204	Paving & Drainage Improvements at the Plano Mutual Cemetery (18th and Jupiter)	2014	\$325,000	Hendricks Grajewski
City of Waxahachie James Gaertner, P.E., CFM (469) 309-4301	N. Getzendaner Ave. Reconstruction (MLK Blvd. to Peters), 2,875 LF, Width 31' back-to-back. Drainage improvements to include minor adjustment to existing system.	2014	\$780,000	Grajewski Hendricks
City of Waxahachie James Gaertner, P.E., CFM (469) 309-4301	Baylor Medical Center Access Road, from U.S. Highway 287 Bypass to Baylor Way; and the Solon Road – I.H. 35E Intersection Improvements	2014	\$742,000	Hendricks Grajewski
City of Celina Andy Glasgow, P.E., CFM (972) 382-2682	Texas Water Development Board Fund – Carter Ranch Relief Sewer and Lift Station Abandonment. Approximately 4,000 linear feet 15"-18" Sanitary Sewer Improvements.	2013	\$313,000	Hendricks
City of Waxahachie James Gaertner, P.E., CFM (469) 309-4301	Cantrell Street Sanitary Sewer Siphon: Replace existing 12" sanitary sewer aerial crossing with a double barrel sanitary sewer siphon under Waxahachie Creek.	2013	\$136,500	Hendricks Chaney

CITY OF SONORA, TEXAS

Wastewater Collection System Rehabilitation through TWDB Clean Water State Revolving Fund (TWDB CWSRF No. 72101)

Design Engineers: Birkhoff, Hendricks & Carter, L.L.P.

Rehabilitation of 53,500 LF of 6" to 12" VCP sanitary sewer by pipe bursting and CIPP.

Roughly 67% of City's existing wastewater collection system was rehabilitated. 106-Manholes were rehabilitated with a cement/epoxy liner system. 86-MH were replaced/added to the Collection System. The construction of the project was completed in 6-months.



- Key Personnel: Matt Hickey, P.E.
- Role: Project Manager/Design Engineer
- Original Contract Amount: \$2,342,907
- Final Construction Contract Amount \$2,353,697
- Est. Construction Cost: \$2,507,445
- Percent Complete: Approx. 100%
- Completed: Aug. 2013

CITY OF ANNA, TEXAS
2010 Texas Community Development Block Grant (TCDBG)
Water Line Replacements Project:

The Problem: The downtown area of the City of Anna is the area initially developed back in 1913. This area of town still has many clay tile pipes, asbestos cement (AC) pipes, as well as other aging infrastructure. Water line and service leaks and repairs are a major concern. The locations of many water meters were unknown and had to be located. Several existing services were found under porches, A/C units, amidst other atypical locations. Many large significant trees populated the area and a 200' railroad right-of-way was to be crossed.



The Solution: Birkhoff, Hendricks & Carter, LLP partnered with the City of Anna and the grant consultant to replace the water lines identified within the TCDBG grant and place water meter boxes. The approach and solution for this project varied at every tract as easements had to be obtained, services located, and the transfer completed with minimal interruption. Careful planning with each resident in mind was a high priority. Constant creativity was also required as existing lines that were unknown were located during the construction and the water line alignment had to be adjusted within the easement to accommodate.

Scope of Services: Start to finish, that's how this project was completed by our firm. From the field surveying, easement exhibit preparation, bidding and construction administration to project close out. We worked with the City on a daily basis to get the project completed within the allotted budget and timeframe specified by the TCDBG.

Status of Project: Construction Complete in 2011

Actual Construction Cost: \$435,000

CITY OF PARIS, TEXAS

2014 Downtown Sidewalks and Street Lighting Improvements (Main St. Grant Project)

Scope of Services: The scope consisted of providing topographic surveying, engineering design, construction plan preparation and construction administrative services to replace 4 sections of deteriorated sidewalk in the Historic Downtown Paris area.

The scope of services for this project also included the coordination effort required to provide power to decorative street lights along the improvement route.

During the detailed design phase, the Cities Main Street Program Coordinator also made a push to include Trees in the new sidewalk. 4 Tree Wells were successfully incorporated into the design.

Services Provided: In addition to those services described in the scope above, one section of sidewalk replacement required a split-grade design to accommodate access as required by the Americans with Disabilities Act (ADA). Special consideration was given to insuring regular ingress/egress to businesses would be maintained during construction, by use of platforms or other means determined in the field.

Preliminary and final design meetings were held with City staff, ironing out any potential hiccups that could occur with a project requiring such attention to detail.

The historical nature of many elements was also a prime consideration, as decorative tile, basement windows, and brick building faces were incorporated into the design.

The project was also located along a state right-of-way corridor, requiring coordination with TxDOT throughout the design process. This included preparation of traffic control plans, to ensure lane closures were properly conducted.

Status of Project: Construction Completed in 2015

Construction Cost: \$135,142



CITY OF DALLAS, TEXAS
Alley Paving, Drainage & Utility Reconstruction

Scope of Services: The Scope of Services for this project included paving, utility and drainage design for nine alleys at various locations. BHC provided the topographic survey for the design of the improvements, designed **sanitary sewer** relocations, prepared Storm Water Pollution Prevention Plans (SWPPP). Designed and conducted storm drainage analysis and design.

Services Provided: In addition to those services described in the scope above, Birkhoff, Hendricks & Carter, L.L.P. attended public meetings to address questions or concerns from local residents affected by the project.

Our working relationship with the City of Dallas was one of the keys in the successful completion of this project. We communicated on a consistent basis, regularly holding design meetings to discuss progress of the design, and the cities expectations.

BHC's in-house field survey crew was utilized for all topographic surveying needs on this project.

The City added addition scope via supplemental agreements to include, Right-of-Way/Boundary and Control Surveying, additional off-site drainage design for the Alley between Peyton and Sprucewood and additional drainage design for Vista View Drive in the vicinity of Vista Gate Drive to relocate a drainage pipe traversing under a home. BHC coordinated with sub-consultants to acquire Subsurface Utility Engineering (SUE) and video inspection of existing Storm Drainage Pipe as necessary. With exception to these three work items, the remainders of all design and plan production aspects were completed by Birkhoff, Hendricks & Carter, L.L.P.

Status of Project: Construction Complete 2013

Construction Cost: \$1.7 Million



Section 6 – Firm’s Current Workload

BHC has the capacity to complete the engineering projects listed in the 2023 City Engineering Services RFQ. Our staff is prepared to complete small short-term projects quickly as they come through the door, while simultaneously completing large, long-term projects. This process has worked successfully for the past 54 years. Birkhoff, Hendricks & Carter, L.L.P.’s current and future workload will allow us to provide the staff to meet the City’s needs. Below is a list of BHC’s Active Projects as of October, 2023:

Client	Brief Description
Allen	Prestige Water Study
Allen	Custer and Rowlett Elevated Storage Tank and Custer Ground Storage Reservoir
Allen	Allenwood Waterline
Alvarado	Water, Sewer, and Roadway Impact Fee
Alvarado	Davis Street Sanitary Sewer
Anna	Hackberry Drive Paving and Drainage
Anna	US 75 Utility Relocations
Anna	Hurricane Creek Regional SS-Project B
Anna	Hackberry Dr Construction
Anna	Hurricane Creek Line C
Anna	SH5 Utility Relocations Phase 1
Anna	Somerset Farms Lift Station
Aubrey	Win Ridge Phase 2B & 3B Review
Aubrey	Aubrey Water Well
Aubrey	TxCDBG 2021 Water/Wastewater Improvement
Aubrey	Phase 1A-S1-Pecan Creek LS
Aubrey	Phase 1B-S5 Pecan Creek East LS
Aubrey	Phase 2A-W4.1-Rockhill Ground Water Well
Aubrey	Phase 2A-W4.2 Rock Hill High PS/GSR
Aubrey	Phase 1a-W1-FM 428 Water Line
Aubrey	Phase 1B Water Project W2.1, W2.2, W3.1
Aubrey	Phase 1B Project S4-24" Gravity Main
Aubrey	Phase 1B Project S6 Pecan Grove Trunk Sewer
Aubrey	Phase 2A Project W5 Waterline Dane
Aubrey	Phase 1A-S2-FM428 144 Force Main
Aubrey	2022 Impact Fee Update
Aubrey	Pump Station Generators & Improvements
Blue Ridge	FY22/23 Annual Wastewater Model
Blue Ridge	Existing Wastewater Model
Burleson	Lift Station Rehab
Carrollton	Josey Elevated Storage Tank
Carrollton	Northcrest Estates
Carrollton	Don Cline Pump Station Rehab
Carrollton	2020 Master Plan & Impact Fee
Carrollton	Columbian Club Headers
Carrollton	Standby Generators
Collin County	Frontier Parkway Paving & Drainage
Coppell	Review Water and Wastewater Plans & Impact Fees
Corinth	Lake Sharon Dr Extension
Corinth	Quail Run EST Offsite Waterline
Corinth	Lake Sharon Dr Roundabout
Corinth	Reviews
Denison	Iron Ore Creek

Client	Brief Description
Denison	0.50-MG Elevated Storage Tank
Farmers Branch	Pump Station Improvements at two pump stations
Forney	Sanitary Sewer Line Extension
Dunkin, Sims, Stoffels	Old Celina Park - Phase 2
Dunkin, Sims, Stoffels	Duncanville Harrington Waterview Park
Forney	FY 22-23 Annual Wastewater Model Maintenance.
Forney	Smurfit Sanitary Sewer Relief
Garland	Freeman Heights Drainage
Hurst	Storm Sewer Extension
HC MCKinney 3, LLC	HC McKinney Booster Pump Station
Hutchins	Southern Lift Station
Hutchins	Southern Force Main
Hutchins	Shoreline Interceptor
Hutchins	Zoning Map
Hutchins	Sidewalk Improvements
Hutchins	Senior Center
Lavon	Water Management Plan Annual Reports
League City	Harbour Park Lift Station
Lewisville	Midway Branch Lift Station & Force Main
Lewisville	Consulting Services
Lucas	Water Distribution System Master Plan/Impact Fee
Lucas	Rimrock Detention Pond
Lucas	South Orchard Road Culvert & Channel
McKinney	Developer Water Studies
McKinney	Water Master Plan/Impact Fee
McKinney	Wastewater Master Plan/Impact
McKinney	Wireless Review
McKinney	Stonebridge Lift Station Phase I Improvements
McKinney	Rutherford W Wastewater Lift Station Improvements
McKinney	Rutherford East Wastewater Lift Station
McKinney	University PS VFD Replacement
McKinney	SCADA Improvements
McKinney	FY23 Water/Wastewater What If Modeling
Murphy	Restore the Grasslands
Murphy	Petition for Collin County MUD #7
N. Richland Hills	College Hills 5MG Ground Storage Tank Rehab
Oak Leaf	Park Lighting
Ovilla	Water & Wastewater Impact Fee Update
Parker	Central Pump Station
Parker	FM 2551 Utility Relocations
Pelican Bay	2022 TxCDBG Lift Station
Plano	Wireless Review
Plano	Public Works 2018
Plano	Security Fence/ Ridgeview & Shiloh
Richardson	2019 Canyon Creek Alley
Richardson	2021 Alley Reconstruction Group 2
Richardson	2021 Bond Alley Group 7
Roanoke	Water Distribution System Master Plan
Roanoke	North Gateway 2MG Ground Storage #2
Rockwall	Squabble Ck LS Wastewater Sludge Grinders
Rockwall	Heath St Pump Station Improvements
Client	Brief Description

Rockwall	FM 552 Utility Relocations
Rockwall	780 Zone IH30 Water Lines
Rockwall	SH276 Utility Relocations
Rockwall	W Quail Run Rd Sanitary Sewer Improvements
Rockwall	Little Buffalo Ck & LRE SS Improvements
Rockwall	Ext of Little Buffalo Creek Trunk Sewer
Rockwall	Squabble Creek Wastewater Treatment Plant
Rockwall	Wastewater Flow Monitoring Study
Rockwall	Utility Relocation for TxDOT
Royse City	Lopez Lift Station
Royse City	IH 30 Utility Relocations
Royse City	E Sabine Relief Sewer & Force Main
Royse City	Sabine Creek Parallel Trunk Sewer
Royse City	Pump Station #2 Expansion
Royse City	Pump Station #2 Transmission
Royse City	Pump Station #1 & #2 Discharge Flow
Sachse	2021 Water, Wastewater & Roadway Impact Fee
Sachse	Sable Hills Lift Station Improvements
Sherman	Shepherd Drive Sewer Extension
The Colony	Squires 8" Waterline & Vaden 8" Waterline
Venus	Master Plans
Venus	Prison Standby Generator
Venus	Generator & ATS at Main Lift Station
Venus	Venus Parkway
Venus	Pump Station
Venus	0.75 MG EST
Venus	Water Supply Line Control Valve
Venus	Existing Storm Sewer Capacity Evaluation
Venus	Bluestem Hills Drainage Analysis
Venus	FM 157 Utility Relocations
Waxahachie	Lofland Rd 24" Water Line Extension
Waxahachie	Grove Creek Parallel Trunk Sewer
Waxahachie	Lower Mustang Creek Lift Station Expansion
Waxahachie	IH35E Transmission Water Main
Waxahachie	Lake Bardwell Raw Water Intake
Waxahachie	FM664 20" Water Transmission Main
Whitesboro	Main/North Avenue Sewer Replacement
Whitesboro	Water & Wastewater Impact Fees
Whitesboro	Elevated Storage Tank 12" Water Line Loop
Whitesboro	Downtown Sidewalk Rehab
Whitesboro	Texoma Dr. Rehabilitation
Wylie	New Ballard Ave. 1.5 MG EST
Wylie	Ann Dr Paving & Drainage Improvements
Wylie	Water Pump Station Emergency Back-Up Generator
Wylie	Wastewater System Model

Section 7 – References

Birkhoff, Hendricks & Carter, L.L.P., Professional Engineers specializing in municipal engineering. The firm has a proven record of quality engineering and has maintained a stable and well-experienced staff throughout its history. The following references are for your convenience.

City of Allen

Mr. Chris Flanigan, P.E.
Director of Engineering
305 Century Pkwy.
Allen, Texas 75013
(214) 509-4578
cflanigan@cityofallen.org

City of Anna

Mr. Justin Clay, CPM
CIP Manager
P. O. Box 776
Anna, Texas 75409
(214) 901-4616
jclay@annatexas.gov

City of Aubrey

Ms. Leanne Wilson
Public Works Director
107 S. Main Street
Aubrey, Texas 76227
(940) 440-9343 EXT 108
lwilson@aubreytx.gov

City of Burleson

Ms. Tiana Jackson, P.E., CFM
Civil Engineer, Project Manager-
Capital Improvements
141 W. Renfro
Burleson, Texas 76028
(817) 426-9619
tjackson@burlesontx.com

City of Carrollton

Mr. Jody Byerly
Public Works Director
P. O. Box 110535
Carrollton, Texas 75011-0535
(972) 466-3476
jody.byerly@cityofcarrollton.com

City of Celina

Mr. Andy Glasgow, P.E., CFM
Director of Engineering
142 N. Ohio Street
Celina, Texas 75009
(972) 382-2682
aglasgow@Celina-tx.gov

Collin County

Mr. Clarence Daugherty, P.E.
Director of Engineering
4690 Community Ave., Suite 200
McKinney, TX 75071
(972) 548.3728
Cdaugherty@collincountytx.org

City of League City

Mr. John R. Baumgartner, P.E.
Asst. City Manager
300 W. Walker
League City, Texas 77573
(281) 554-1414
John.baumgartner@leaguecity.com

City of Lewisville

Mr. Jeff Kelly, P.E.
Asst. City Engineer
P. O. Box 299002
Lewisville, Texas 75029-9002
(972) 219-3458
jkelly@cityoflewisville.com

City of McKinney

Mr. Michael Hebert
Asst. Director of Engineering
221 N. Tennessee St.
McKinney, Texas 75070
(972) 547-7422
mhebert@mckinneytx.org

City of McKinney

Mr. Paul Tucker, P.E.
Sr. Utility Engineer
221 N. Tennessee St.
McKinney, Texas 75070
(972) 547-7573
ptucker@mckinneytx.org

City of Parker

Mr. Gary Machado
Public Works Director
5700 E. Parker Rd.
Parker, Texas 75002
(972) 442-6811
gmachado@parkertexas.us

City of Plano

Mr. Dan Prendergast
Director of Public Works
P. O. Box 860358
Plano, Texas 75086-0358
(972) 941-7000
danielpr@plano.gov

City of Rockwall

Ms. Amy Williams, P.E.
City Engineer/Public Works Dir.
385 S. Goliad
Rockwall, Texas 75087
(972) 771-7746
awilliams@rockwall.com

City of Royse City

Ms. Lacey Rodgers, P.E., CFM
City Engineer/Public Works Dir.
305 N. Arch St.
Royse City, Texas 75189
(972) 524-4845
awilliams@rockwall.com

City of Waxahachie

Mr. James Gaertner, P.E., CFM
City Engineer / Public Works Dir.
P. O. Box 757
Waxahachie, Texas 75165
(469) 309-4301
jgaertner@waxahachie.com

City of Wylie

Mr. Tim Porter
City Engineer
300 Country Club Road Bldg.
100
Wylie, Texas 75098-3000
(972) 516-6000
tim.porter@wylietetexas.gov

Section 8 - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

N/A

2

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Dec. 12, 2023

Date

Section 9 – Letters of Recommendation

Birkhoff, Hendricks & Carter, L.L.P., Professional Engineers specializing in municipal engineering. The firm has a proven record of quality engineering and has maintained a stable and well-experienced staff throughout its history. The following letters of recommendation from a select few of our long-term and loyal clients demonstrates the level of service we are known for.

- Keith Self - U.S. Congressman, 3rd District, Texas
- Clarence Daugherty, P.E. – Collin County, Director of Engineering
- Mark Kaiser – City of Aubrey, City Administrator (Retired)
- David Bailey – City of Waxahachie, Sr. Director of Utilities
- Timothy Porter, P.E., CFM – City of Wylie, Director of Public Works

Congress of the United States
House of Representatives
Washington, DC 20515-4303

June 28, 2023

Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Ave
Suite #600
Dallas, TX 75243

Re: Frontier Parkway Grand Opening

Dear Birkhoff, Hendricks & Carter,

Congratulations on the grand opening of Frontier Parkway. This is a milestone for the Town of Prosper, City of Celina, Collin County, and Birkhoff, Hendricks & Carter.

This expansion not only addresses current needs but also lays the groundwork for future growth. The provision for further expansion to accommodate the anticipated population growth in Prosper and Celina demonstrates the proactive planning that went into this project. Beyond easing traffic congestion and providing safer access to schools, neighborhoods, and local businesses, it will foster greater connectivity and enhance the overall quality of life in Prosper and Celina.

I want to personally commend you for your strong leadership and steadfast commitment to our community. I am confident that Frontier Parkway will stand as a testament to the quality of your work, as well as the collaboration between two growing cities and the things that can be achieved for the betterment of our citizens.

Once again, congratulations!

Sincerely,



Keith Self
Member of Congress





COLLIN COUNTY

Engineering
4690 Community Avenue
Suite 200
McKinney, Texas 75071
972-548-3727
www.collincountytx.gov

February 8, 2021

City of Denton Purchasing Department
901B Texas Street
Denton, TX 76209

RE: Professional Engineering Services- Request for Qualifications # 7599
Letter of Recommendation for Birkhoff, Hendricks & Carter, LLP

To Whom It May Concern:

The Collin County Engineering Department has had the pleasure of working with Birkhoff, Hendricks & Carter, LLP consulting engineers (BHC) over the past several years on the design of Frontier Parkway Paving and Drainage Improvements. The project is about 2 miles in length and consists of the design, bidding and construction administration of a new 4-lane of future 6-lane arterial roadway with a 6-lane grade separated crossing of the Burlington Northern and Santa Fe Railroad.

The Frontier Parkway project is a vital east-west arterial link between to major north-south transportation corridors in Collin County. The project had a variety of unique and special challenges that our engineering consulting team of BHC has navigated and met. These challenges include specialized and creative technical layouts and designs, difficult land rights acquisitions, and close coordination with other agencies and entities. These entities include the BNSF RR, Prosper ISD, TxDOT, USACE, NCTCOG, franchise utilities, and City of Celina and Town of Prosper, coordination with adjacent landowners and developers, and a variety of political dynamics. It has been a long rough road at times yet through it all, the BHC team consistently performed and performed well.

The engineering design is complete, the project has successfully bid on budget, and Collin County is now moving into the construction phase. The BHC engineering design and management team remained diligent, responsive, and most importantly **consistent** throughout the entire process. The same BHC team was involved from early conceptual layouts and project budgets, through numerous design changes posed by the project stakeholders, to the proposal and bidding phase; and now moving into construction. Their team demonstrated highly specialized skills in evaluating problems and finding solutions, coordinating team members and schedules, and persistently moving the project forward. They continue to deliver their services on time and with a sense of loyalty and responsiveness that is welcome and refreshing.

Given the opportunity, I would not hesitate to utilize the engineering services of Birkhoff, Hendricks & Carter, LLP again for Collin County's critical engineering projects and look forward to our continued relationship with their unique and talented team.

Sincerely,

Clarence Daugherty, P.E.
Director of Engineering
Office: 972.548.3728
Cdaugherty@collincountytx.gov



CITY OF AUBREY

107 S. MAIN STREET
AUBREY, TX 76227
(940) 440-9343

February 5, 2021

City of Denton Purchasing Department
901B Texas Street
Denton, TX 76209

RE: Professional Engineering Services- Request for Qualifications # 7599
Letter of Recommendation for Birkhoff, Hendricks & Carter, LLP

To Whom it May Concern:

I have had the pleasure of working with Gary Hendricks and his firm of Birkhoff, Hendricks & Carter, LLP consulting engineers (BHC) for my entire tenure here in Aubrey as the City Administrator and Finance Director. Mr. Hendricks and his firm provide consulting engineering service to the City of Aubrey and act as our City Engineers. Like many, Aubrey has seen its share of staff turnover in recent times. Thankfully, the BHC team has remained consistent, loyal, and provided a continuity of knowledge and experience that has been an asset to our community.

BHC acts as our City Engineer and provides normal day-to-day engineering services. These services routinely include development review and negotiation, capital improvement planning, water and wastewater master plans, impact fee calculations, and City Council Presentations. They also provide engineering design and construction administration service for most of our more critical and major public infrastructure projects. Currently they are engaged in construction administration services for the City's new elevated storage tank and ground water well that BHC designed. Thanks to the BHC team, the project has progressed smoothly and on budget. With their comprehensive service, our busy staff has been able to focus on their regular duties and other City needs. This is just one example of many projects BHC has successfully accomplished for our City.

The City of Aubrey plans to continue our relationship with Birkhoff, Hendricks & Carter, LLP for our day-to-day engineering needs and our critical capital improvements projects. If you would like to discuss this recommendation further, please do not hesitate to contact me directly.

Sincerely,

Mark A Kaiser
City Administrator/ Finance Director
mkaiser@aubreytx.gov



February 8, 2021

City of Denton Purchasing Department
901B Texas Street
Denton, TX 76209

RE: Professional Engineering Services- Request for Qualifications # 7599
Letter of Recommendation for Birkhoff, Hendricks & Carter, LLP

To Whom it May Concern:

As the Senior Director of Utilities for the City of Waxahachie, I have had the opportunity of working with Gary Hendricks and his firm of Birkhoff, Hendricks & Carter, LLP consulting engineers (BHC) over the past 25 years. Mr. Hendricks and his firm have provided consulting engineering service to the City of Waxahachie for over 40-years. While our city has seen substantial growth over the years and utilize the services of other professional engineering firms, BHC is still one of the primary firms utilized by the city.

Over the many years of our relationship, BCH consistently and expertly provided engineering service including, but not limited to:

- Performing duties as City Engineer
- Development reviews, coordination, and agreement negotiations
- Water and Wastewater Master planning and hydraulic modeling
- Major Water Infrastructure design including raw water & high service pump stations, ground storage tanks, raw water supply lines, and water transmission and distribution mains.
- Major Wastewater Infrastructure design including: Trunk mains and collection system lines, lift stations and wastewater treatment plant improvements.
- Water and Wastewater system rehabilitation
- Major Arterial and Throughfare Paving and Drainage Design
- Street Rehabilitation program management
- Drainage evaluation and design
- All manner of engineering evaluations and reports

The BHC engineering team is a reliable, consistent, qualified, and diverse group. What we appreciate most from their team is their ability to provide a wide variety of engineering expertise from very knowledgeable and experienced team of professional engineers. We continue to turn to Gary and the BHC team as they have been and remain our trusted engineering advisors. With their team's experience, they routinely see the "bigger picture" and have provided valuable guidance and advice beyond engineering.

The City of Waxahachie will continue to utilize the engineering services of Birkhoff, Hendricks & Carter, LLP for various critical engineering projects and look forward to our continued relationship with their dedicated group.

Sincerely,

David R. Bailey
Senior Utility of Director
Office: (469) 309-4321
dbailey@waxahachie.com



Our Mission...

*...to be responsible stewards of the public trust,
to strive for excellence in public service
and to Enhance the quality of life for all.*

February 8, 2021

City of Denton Purchasing Department
901B Texas Street
Denton, TX 76209

RE: Professional Engineering Services- Request for Qualifications # 7599
Letter of Recommendation for Birkhoff, Hendricks & Carter, LLP

To Whom it May Concern:

I have had the pleasure of working with Joe Carter and his firm, Birkhoff, Hendricks & Carter, LLP consulting engineers (BHC) for my tenure here in Wylie as the Public Works Director and City Engineer. Mr. Carter and his firm provide consulting engineering service to the City of Wylie and Mr. Hendricks acts the City Engineer for our neighbor, the City of Murphy. The BHC team has remained consistent, loyal, and provided a continuity of knowledge and experience that I believe has been an asset to our community during my tenure.

BHC is currently the City of Wylie Engineering Review Firm and also provides normal day-to-day engineering services as needed. These services routinely include development review, capital improvement planning, water and wastewater master plans, impact fee calculations, and City Council Presentations. BHC also, through selection from our Request for Qualification processes, have provided engineering design and construction administration services for several critical infrastructure projects. Currently BHC is engaged in design of the City's new elevated storage tank project, which includes some paving, drainage, and water line improvements. To date, the BHC team has been progressing efficiently and on budget.

This is just one example of many projects BHC has successfully accomplished for our City over the past 30-years. With their comprehensive service, our busy staff has been able to focus on our more time-sensitive items, which has been a great help to our team. If you would like to discuss this recommendation further, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'Timothy J. Porter', with a stylized flourish at the end.

Timothy J. Porter, PE, CFM
Director of Public Works, City of Wylie
O: 972-516-6381
tim.porter@wylietexas.gov



December 11, 2023

Dear Towns People of Poetry,

We are honored to have been selected by the Poetry Town Council to provide the trash hauling services for the Town of Poetry. We look forward to providing you with high quality services.

Our contract begins on January 1, 2024. However, BlackJack Disposal is prepared to start services as of immediately for those who wish to transfer their account to BlackJack before January 1st. Those who wish to wait until January 1st to change service should call BlackJack Disposal at 972-427-7770 to get signed up now for the January 1st start date. Please be aware that all current trash companies will have their carts and dumpsters removed by January 1st; so please call BlackJack Disposal to arrange for your waste hauling service as soon as possible.

The cost for the service is \$27.50 per month, plus sales tax. If you would like additional carts, they are available for \$12.00 per month each plus sales tax. Please call 972-427-7770 to set up your account. Let the customer service representative know you are from the Town of Poetry to get the special rate. The special Poetry rate is not eligible to be combined with any other specials we may run from time to time including our current "First Month Free" promotion we are running in unincorporated areas.

The BlackJack service package includes:

- Your choice of billing periods – monthly, quarterly, semi-annually, or annually.
- Text message reminders as the truck approaches your home.
- Once per Month Bulky Waste collection up to two cubic yards (residents must call to schedule).

We look forward to serving the Town of Poetry. We think you will find BlackJack Disposal to be a great addition to the community.

Regards,

Dick Demien

Dick Demien

General Manager

Eric C. Roberts, P.E.

Project / Mechanical Engineer

3962 Lamb Drive
Tyler, TX 75709
(903) 941-9177
eroberts44@yahoo.com

WORK EXPERIENCE:

S & B Engineers and Constructors, LTD., Longview, TX (3/2013-1/2021)

Have supported S&BEC in their Longview facilities at a number of roles with increased responsibility highlighted below. Additionally, acted in leadership capacity to both train and integrate iPIMS to S&BEC's Longview site. iPIMS is a S&B developed internet portal tool that is used to collect, manage, and integrate all department's project data/documents/reports from the planning stages through engineering & construction to a uniquely formatted, accessible, protected, and organized internet portal site.

Project Engineer & Mechanical Group Lead – S&BEC (1/2016-Current)

Project Engineer, assignments primarily shifted to support of Large Capital Projects at Eastman's Longview facilities. Have primarily lead various projects in their Olefin/HCC, specialty polymer, Cogen, and utilities departments. Mechanical Group Lead – oversee 11-15 engineers/specialist/& a designer in support of capital/work-order/and maintenance programs supporting Eastman, Westlake, and FHR from our Longview facilities. Ensuring company/client/& industry standards & procedures are upheld, implementing work process and procedure changes in the group, developing ME estimates and schedules, oversee ME progress/assignments/scopes, personnel development/training, and resolve challenges.

Project Lead at Flint Hills Resources – S&BEC (12/2013-1/2016)

Acted as the principal project lead to help FHR build a capital project program and lead the engineering efforts for numerous capital projects/studies/or engineering service requests including FEL and project executions. The portfolio of work attributed to a ~15MM TIC capital spend in support of various technology and equipment upgrades/improvements to their Longview Facilities which included 2 PP reaction/production lines, 2 specialty grade mixed batch production lines, 3 railcar unloading facilities, a propylene storage/unloading facility, PP pellet & powder storage and conveyance systems, and a warehouse.

Project Lead at Westlake Chemical – S&BEC (9/2013-12/2013)

Project lead for several FEL development of capital projects for Westlake Chemical's polyethylene and epolene plants. Several projects incorporated high pressure piping/equipment.

Mechanical Specialist at Eastman Chemical (S&BEC contract assignment by Aerotek 3/2013-9/2013)

Supported FEL scope development, developed specification and quotation for rotating equipment, PV's & API tanks, HX's, modular equipment, HVAC/ventilation, specialty piping components, developed piping scope/sketches, and piping preferences/specification selection, conducted preliminary piping studies/analysis necessary to develop scope, supported ME discipline on many diverse teams and projects in support of Eastman Chemical capital projects alliance. Additional acted as project lead in development of many more FEL projects in coordinating project team to ensure project objectives are met, scope and estimate development, and producing the applicable FEL deliverables while managing cost and schedule objectives.

Challenger Process Systems Co., Whitehouse, Tx (2/12-2/13)

Project/PV Engineer – Engineer, design, quotation, and oversee fabrication for ASME process equipment for end use in upstream oil & gas production facilities. Typical equipment included separators, hybrid separators, separators that included sand knock-outs, & oil emulsion treaters that could be designed as stand-alone, modular process skids, or modular process trailers including integral piping, process controls, instrumentation, and specialty items. Worked alongside of our quality manager, PV inspector, and manufacturing management during fabrication stages, testing, and outfitting the equipment. PV design included running ASME PV code calculations. Process design included hydraulic evaluation/calculation on the system, design considerations of emulsion/suspension/heating requirements, PSV / Relief Valve calculations, development and sizing/selection of a controls and system process design, valve sizing, evaluation of demister pad sizing/selection. Conducted thermal evaluation and heater sizing. Structural design and evaluation for modular trailer or skid designs. Paint/coatings evaluation and selection. Pipe/nozzle

load & thermal stress calculations.

R&M Energy Systems, Borger, Tx (1/10-2/12)

New Product Design Engineer - Support innovative improvements to the company's existing product oil/gas completion and production product lines and implement new products that fit within the business strategy and product platform. I worked cooperatively with sales and marketing management, manufacturing, senior engineers, and resourcing to develop and design products from concept to inventory. Those products included: a new wellhead product line, new blow-out preventer, a new rod rotator, a redesigned pressure control valve, improved design for polished rod leveling plates, design improvements to the leak detector and anti-pollution products, and began R&D for new polished rod clamp line. There were many and varied design and analysis functions completed in development of diverse new products. Some of these activities included: FEA analysis for thermal, pressure, and load conditions; implementing design considerations and calculations of applicable industry standards such as many controlled by ASME, API, ASTM, NACE; developing design for ductile castings; aluminum die-castings; steel and alloy castings and forging; elastomer selection and design; worm gear design; manufacturing/machine design and tolerances; development of quality control practices and vendor design dossiers; & analysis of manufacturing cost.

Product Manager - Support needle and ball valve, line blind valve, quick-disconnect, and union product lines. This role included many support functions, but the primary design and analysis functions were associated with fulfilling specialty design requests. Some of the analysis conducted: review customer specification and design requests, evaluate and implement design/manufacturing changes – typical for design calculations to be conducted in review of material properties of non-standard material requests (hastalloy, inconel, stainless steel, other alloys, & non-typical elastomers or elastomer composites); ensure process, elastomer, and material compatibilities; include design changes to include instruments and control devices on products such as limit/pressure, pressure/temperature transmitters, proximity switches, etc. Other analysis including researching and reviewing ensuring all design records were current with applicable industry specifications and correspondingly implement any design, calculations, quality control changes.

R&D support project - Engineer/design an automated reciprocating pump system to collect data and test stuffing boxes and BOP 's while allowing for variability control of pressure, temperature, fluids, steam injection, and pump rate necessary for test/research capability needs of the products.

Internships

Heavy Machinery Maintenance/Outage Engineering Intern: Luminant (5/08-8/08)

My work included maintenance and mechanical knowledge of subsystems, systems, and structure of draglines and conveyer/loader systems; inspecting, planning, and assisting in supervising maintenance outages, developed stress analysis reports, incorporated cost minimization into design, and designing solutions to various dragline and heavy machinery structural and equipment issues.

Project/Systems Engineering Intern: Norit Americas (9/06-8/07)

Activated Carbon industrial delivery systems for end use to remove pollutants/containments from flue gas in coal power generation, water treatment facilities, and some other installations. Worked with project engineers to help update/create drawings, provide quality control assurance for custom engineered fabrication, oversee maintenance on leased purification delivery systems, provided contractor support, set up electrical and piping components for installation, prepared O&M manuals, and an array of engineering support functions.

EDUCATION: ABET accredited B.S. in Mechanical Engineering from The University of Texas at Tyler

LICENSE: Professional Engineer in Texas

SKILLS

PROFILE: Stress / Finite Element Analysis: Educational experience in theory and methods of finite element analysis. Software experience includes SolidWorks Simulation Professional and course work with ANSYS.

Piping/PV Engineering: Compress, WRC 107/297, Review of Caesar II analysis. Working knowledge of ASME B31.3, ASME Sect. VIII Boiler/PV code, NACE, ANSI, API, PIP

Ray D. Brumley

EE Owner & Engineering Project Manager

Ray Brumley is a project manager and civil structural designer with 25 years of experience. Mr. Brumley's management and design experience was formed while working at petro-chemical and civil-environmental engineering firms. Below is a summary of his roles and work experience.

Engineering Project Manager/Construction Coordinator

- Coordinate construction activity between Owners, Contractors, Subcontractors, Sub consultants, and all other associated project representatives.
- Coordinate issues of work authorization and documentation including drawings and revisions.
- Examine drawings for constructability issues.
- Correlate planning, scheduling, material and equipment position, and manpower loading for projects.
- Coordinate project safety issues with contractor safety departments.
- Solved architectural, civil, and structural problems with and through Project Architects/Engineers.
- Responsible for punch out lists at all phases of the project.

Civil / Structural Designer

- Design site civil layout, which includes: underground piping, site drainage, retention ponds, separators, catch basins, manholes, etc.
- Design numerous foundations for all types of equipment and buildings.
- Design all facets of steel structures, which include pipe racks, buildings, and platforms.
- Represent the company in client matters during project meetings, site visits, and professional outings.
- Direct projects as a Lead Designer in which responsibilities include: issuing drawings as scheduled, staying within budget, and generating drawings with accurate representation and quality layout.

Field Engineer / Survey Coordinator / Party Chief

- Administer all facets of layout and checkout including: grade work, pre-pour checkout, embed placement; underground piping and electrical, and architectural layout.
- Schedule and direct all efforts pertaining to surveying within the company.

License / Certifications

- Certified Floodplain Manager (2350-12N) – TX, 2012

Ray M. Thomas, P.E.

EE Owner & Civil-Structural Engineer

Ray Thomas is a Professional Engineer with 14 years of experience in project management, engineering and design. Mr. Thomas' engineering and design experience was formed while working at Carter W. Clark Engineering (Civil-MEP), Gary Burton Engineering (Civil-Environmental), S&B Engineering (Civil-Structural) and Total Engineering (MEP-Civil-Structural). Mr. Thomas has worked on commercial, petro-chemical, agricultural and industrial projects and specializes in civil-structural engineering and design. He is proficient in the following areas which have been provided on past projects:

- General civil engineering and design of municipal/industrial utilities, storm water hydrology, storm water drainage and hydraulics and roadways.
- Structural engineering and design of building and non-building industrial structures, commercial building structures. Structures have been designed using structural steel, cold formed steel, concrete, wood and masonry.
- Structural analysis of existing structures for modifications and or expansions.
- Foundation engineering and design of drilled piers, spread footings, basement walls, and cantilever retaining walls.

Education & Examinations

2002-2004	Texas State Technical College-Waco, TX Associates degree of applied science in Architectural/Civil design and drafting.
2006-2012	University of Texas at Tyler Bachelors of Science, Major in Civil Engineering
2011	Passed Fundamentals of Engineering Examination
2015	Passed Professional Engineering Exam, Civil-Structural

Technical Proficiency

- AutoCAD Civil 3D and AutoCAD Architectural-Drafting Software
- Revit – BIM drafting software
- 3D Max - Three-Dimensional Modeling
- ComCheck - Commercial Energy Code software
- CHvac - HVAC Load software
- SAP - Structural Analysis/Design software
- HEC HMS - Hydrological Design software
- STADD - Structural Analysis/Design Software
- Risa – Structural Analysis/Design Software

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

Terry Fowler

2 Office Held

Councilman

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

Terry Fowler / Amy Bennett Fowler

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

Personal ETJ removal Petition

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted N/A Description of Gift N/A

Date Gift Accepted N/A Description of Gift N/A

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Terry Fowler and my date of birth is [REDACTED]

My address is 10101 CR 2430, Terrell, Tx, 75160, U.S.
(street) (city) (state) (zip code) (country)

Executed in Hunt County, State of Tx, on the 13 day of December, 2023.
(month) (year)

Signature of Local Government Officer (Declarant)

Handwritten: Rova 12/14/23 TRES

269



**CONFLICT OF INTEREST AFFIDAVIT
and AFFIDAVIT ON ABSTENTION FROM VOTING**

Council/Board/Committee: Councilmen
Meeting Date: 12/21/23
Agenda Item: UNF.

STATE OF TEXAS
COUNTY OF ECTOR

I, Terry Fowler, am a member of the Poetry Council Board, Committee or Commission) of the City of Odessa, Texas, file this affidavit in accordance with the provisions of the Texas Local Government Code, Chapter 171 and on oath state the following:

Person or Business Entity is: Terry Fowler

- I have a substantial interest in the business entity on which the action on the matter will have a special economic effect that is distinguishable from the effect on the public; or
- I have a substantial interest in real property; it is ~~reasonably foreseeable that an action on the matter will have a special economic effect on the value of the property, distinguishable from its effect on the public.~~
- Other: Personal ETSJ Removal Petition in accordance to SB 2038.

You are considered to have a substantial interest in a business entity if one or more of the following statements apply to you. (Check all that are applicable).

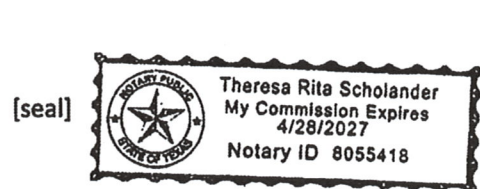
- Ownership of 10% or more of the voting stock or shares of the business entity.
- Ownership either 10% or more of \$15,000 or more of the fair market value of the business entity.
- Funds received from the business entity exceed 10% of the person's gross income for the previous twelve months.
- Real property is involved and if the interest is an equitable or legal ownership with a fair market value of at least \$2,500 or more.
- A person who is related to me within the first degree of consanguinity (blood) or affinity (marriage) has a substantial interest in the involved real property or business entity. I have also circled which of the above types of interest my relative has in the item.

Upon filing of this affidavit with the City Secretary, I affirm that I will abstain from voting on any decision involving the business entity and from any further participation on this matter whatsoever.

Signed this 14th day of December, 2023
Terry Fowler Councilman
Signature of Official Title

BEFORE ME, the undersigned authority, on this day personally appeared Terry Fowler (name of affiant) and on oath stated that the facts herein above stated are true and correct.

Sworn to and subscribed before me on this the 14th day of December, 2023



Theresa Rita Scholander
Notary Public in and for the State of Texas
Rec'd 12/14/23 TRS

#268

SAMPLE AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF Hunt §
§

I, Terry Fowler (printed name of affiant), a local public official, make this affidavit and hereby on oath state the following:

I have a substantial interest in a business entity or real property that may receive a special economic effect that is distinguishable from the effect on the public by an action contemplated by the City of Poetry

The business entity or real property in which I have a substantial interest is: [name and address of business and/or description of property] Personal Property ETS removal Petition Property owned by Terry Ray Fowler & Amy Bennett Fowler Property Address is 10101 CR 245D Terrell TX 75160

I or a person that is related to me within the first degree of consanguinity (blood) or affinity (marriage) as defined by state law has a substantial interest in this business entity or real property for the following reasons [circle all that apply]:

- (1) own 10% or more of the voting stock or shares of the business entity;
- (2) own 10% or more of the fair market valued of the business entity;
- (3) own \$15,000 or more of the fair market value of the business entity;
- (4) receive from the business entity funds that exceed 10% of _____ [my, his, her] gross income for the previous year;
- (5) have/has an equitable or legal ownership of real property with a fair market value of \$2,500 or more.

Upon filing of this affidavit with the official record keeper of the city, I affirm that I shall abstain from voting or further participating in any matter involving the business entity or real property, unless allowed by law.

Signed this 14th day of December, 2023

Terry Fowler
Signature of Affiant
Terry Fowler Councilman
Affiant

BEFORE ME, the undersigned authority, this day personally appeared Terry Fowler [name of affiant] and by oath stated that the facts herein stated are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME before me on this 14th day of December, 2023



Theresa Rita Scholander
Notary Public in and for the State of Texas
My commission expires: 4/28/27

Rord 12/14/23 TRS

CERTIFICATE OF INSURANCE EVIDENCING PLACEMENT OF COVERAGE

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE IN THE INSURED'S APPLICATION/SUBMISSION, XPT Specialty HAS OBTAINED INSURANCE AT YOUR REQUEST AS FOLLOWS:

DATE ISSUED: December 11, 2023

PRODUCER: Ervin Insurance Concepts, Inc.
PO Box 372,
Forney, TX 75126

INSURED: , The Town of Poetry
5691 CR323,
Terrell, TX 75160

INSURER: Century Surety Company
Non-Admitted

POLICY NO.: CCP1190974

COVERAGE: Commercial General Liability

POLICY PERIOD: 12/16/2023 TO 12/16/2024

TERM: 12 Months

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS: 2000000 General Aggregate

DEDUCTIBLE:

PREMIUM: \$500.00

FEES: Policy Fee \$150.00

TAXES: Surplus Lines Tax \$31.53
Stamping Office Fee \$0.49

TRIA PREMIUM: INCLUDED

TOTAL: \$682.02

POLICY FORM:

COINSURANCE: %

Reference #: 0375956A

EXPOSURES:

TERMS / CONDITIONS:

Please note, policy may be subject to inspection and/or audit. This may result in a change to premium, form or terms. Additional Insureds are subject to underwriting review/approval and are a flat, fully earned charge in addition to the premium.

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a (insert appropriate tax rate) percent tax on gross premium.

(a) **25% MINIMUM EARNED PREMIUM AT INCEPTION**

(b) **ENDORSEMENTS / NOTABLE EXCLUSIONS:**

(c) **ATTACHMENTS / SUBJECT TO:**

(d) **ALL OTHER TERMS AND CONDITIONS APPLY PER FORM**

COVERAGE SUBJECT TO THE TERMS OF THE PREMIUM AGREEMENT WITH XPT Specialty.

IN THE EVENT OF A CLAIM UNDER THE INSURANCE DESCRIBED IN THIS CERTIFICATE, PLEASE NOTIFY SURPLUS LINE BROKER OR THE FOLLOWING: Ervin Insurance Concepts, Inc.

THIS CERTIFICATE IS SUBJECT TO ALL TERMS AND CONDITIONS OF THE POLICY TO BE ISSUED. THE CERTIFICATE SHALL BE TERMINATED AND VOIDED BY DELIVERY OF A POLICY TO EITHER THE INSURED, HIS AGENT OR REPRESENTATIVE. THE COVERAGE WILL REMAIN IN EFFECT FOR THE TERM INDICATED UNLESS CANCELLED BY THE INSURED, BROKERS, OR THE COMPANY, VIA WRITTEN NOTICE.

Please check your invoice for the due date. Some markets have different payment terms and your due date may be different than you are normally accustomed.

**AUTHORIZED REPRESENTATIVE
Martha Matamoros, Renewal Underwriter**

**TOTAL NUMBER OF PAGES: 2
INSURED: , The Town of Poetry
DATE ISSUED: December 11, 2023**

Reference #: 0375956A

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Century Surety Company

To get information or file a complaint with your insurance company or HMO:

Call: Representative at (614) 791-0300

Email:

Mail: 550 Polaris Parkway, Suite 300 Westerville, OH 43082

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Century Surety Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Representative at (614) 791-0300

Correo electrónico:

Dirección postal: 550 Polaris Parkway, Suite 300 Westerville, OH 43082

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

XPT Specialty

16000 Barkers Point Lane, Suite 265
Houston, TX 77079

Martha Matamoros

Phone: _____ ext: _____

Fax: _____

Email: martha.matamoros@craigandleicht.com

Date: 11/14/2023

Company: Century Surety Company

A.M. Best Rating: A- Excellent

Admitted Status: Non-Admitted

Policy Number: CCP-1190974

To: Becki

Agency: Ervin Insurance

Re: The Town of Poetry

Quote Reference Number: 4473015

Home State: Texas

BINDER

Effective Dates: 12/16/2023 To: 12/16/2024

General Liability		\$	500.00
Total Taxes and / or Fees		\$	
Total Amount		\$	500.00
Commission		%	12.50%

Comments:

Should you have any questions please feel free to contact our office.

Sincerely,

Martha Matamoros

PT Specialt

16000 Barkers Point Lane, Suite 265
Houston, TX 77079

Martha Matamoros

Phone: ext:

Fax:

EMail: martha.matamoros@craigandleicht.com

DATE: 11/14/2023

Company: Century Surety Company

A.M. Best Rating: A- Excellent

COL Reference Number: 4473015

TO: Becki

AGENCY: Ervin Insurance

RE: The Town of Poetry

Quote Reference:

QUOTE FOR INSURANCE

Proposed Policy Effective Dates: 12-16-2023 To: 12-16-2024

We are pleased to offer you the following quote for coverage. Detailed information on each line of coverage is attached. Please review this quotation in detail to ensure we have fully understood your needs.

General Liability	\$	500.00
Total Amount	\$	500.00

This quote is valid until 2/12/2024. The quote is based on information provided at the time of the quote. Renewal offers are valid until expiration of the current policy term. This is a quote only and is only for the coverages listed above. It may not conform to the application or specifications submitted.

NO FLAT CANCELLATIONS

This policy premium is 25% earned on inception.

Thank you for the opportunity to quote your business.

Martha Matamoros

XPT Specialty

16000 Barkers Point Lane, Suite 265
Houston, TX 77079

RE: The Town of Poetry

DATE: 11/14/2023

COL Reference Number: 4473015

General Liability Quote

Coverage Type: Per Occurrence

Limits:

General Aggregate Limit (Other than Products & Completed Operations)	\$ 2,000,000
Products/Completed Operations Aggregate Limit	Included in the General Aggregate
Personal and Advertising Injury Limit	\$ 1,000,000
Each Occurrence Limit	\$ 1,000,000
Damage to Premises Rented to You Limit	\$ 100,000
Medical Expense Limit	\$ 5,000

Defense: Defense in addition to policy limits

Deductible: \$500 Combined BI/PD - Per Claim

Defense included in Deductible: Yes

Deductible shall reduce policy limits? No

St/Terr	GL Code	Classification	Prem. Basis	Rate		Advanced Premium	
				Prem. Ops.	Pr/Co	Pr/Co	All Other
TX/006	46622	Parking-private	a) 2,700	28.932	Incl	Incl	\$ 78

Subtotal General Liability Premium: \$ 500 MP

Other	Notes	Premium
Managers or Lessors of Premises - CG2011	Interest #1	No Charge
Waiver of Transfer of Rights of Recovery Against Others to Us	Any person or organization for whom you are required to waive your right of recovery on this Coverage Part under a written contract or agreement	No Charge

Line Of Business Subtotal Premium:	\$	500
TRIA Premium:	\$	0
Minimum Premium for This Coverage Part:	\$	500

Subtotal coverage premium shown above may include a coverage type Minimum Premium.

Legend	a) Area	c) Cost	m) Admissions	o) Total Operating Expenses	p) Payroll	s) Sales	t) Other	u) Units
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X Specialty

16000 Barkers Point Lane, Suite 265
Houston, TX 77079

RE: The Town of Poetry

DATE: 11/14/2023

COL Reference Number: 4473015

Policy Forms

Interline Forms:

Required

- | | | |
|-------------------------------------|------------------|---|
| <input checked="" type="checkbox"/> | CCP 2010 05 08 | Service of Suit Clause |
| <input checked="" type="checkbox"/> | CIL 0003 02 20 | Calculation of Premium |
| <input checked="" type="checkbox"/> | CIL 1500B 02 02 | Schedule of Forms and Endorsements |
| <input checked="" type="checkbox"/> | CSCP 1000 05 19 | Century Surety Company Commercial Lines Policy Jacket |
| <input checked="" type="checkbox"/> | CSCP 1001 04 23 | Century Surety Company Commercial Lines Policy Common Policy Declarations |
| <input checked="" type="checkbox"/> | IL 0017 11 98 | Common Policy Conditions |
| <input checked="" type="checkbox"/> | IL P001 01 04 | U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders |
| <input checked="" type="checkbox"/> | PFN 0001 04 23 | Premium Finance Notice |
| <input checked="" type="checkbox"/> | PNCC 0001a 04 20 | Policyholder Notice Claims Reporting |
| <input checked="" type="checkbox"/> | PRIV 0001 05 19 | Privacy Statement |
| <input checked="" type="checkbox"/> | TRIA 0001 09 20 | Policyholder Disclosure Notice of Terrorism Insurance Coverage |
| <input checked="" type="checkbox"/> | TXPN 0001 09 23 | Complaint Notice - Texas Century Surety |
| <input checked="" type="checkbox"/> | TXPN 0003 04 09 | Texas Policyholder Notice |

General Liability Policy Forms:

Required

- | | | |
|-------------------------------------|-----------------|--|
| <input checked="" type="checkbox"/> | CG 0001 04 13 | Commercial General Liability Coverage Form |
| <input checked="" type="checkbox"/> | CG 2011 12 19 | Additional Insured - Managers or Lessors of Premises |
| <input checked="" type="checkbox"/> | CG 2107 05 14 | Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - Limited Bodily Injury Exception Not Included |
| <input checked="" type="checkbox"/> | CG 2147 12 07 | Employment-Related Practices Exclusion |
| <input checked="" type="checkbox"/> | CG 2165 12 04 | Total Pollution Exclusion With A Building Heating , Cooling and Dehumidifying Equipment Exception and A Hostile Fire Exception |
| <input checked="" type="checkbox"/> | CG 2176 01 15 | Exclusion of Punitive Damages Related to Certified Act of Terrorism |
| <input checked="" type="checkbox"/> | CG 2184 01 15 | Exclusion of Certified Nuclear, Biological, Chemical or Radiological Acts of Terrorism; Cap on Losses from Certified Acts of Terrorism |
| <input checked="" type="checkbox"/> | CG 2196 03 05 | Silica or Silica-Related Dust Exclusion |
| <input type="checkbox"/> | CG 2293 04 13 | Lawn Care Services - Limited Pollution Coverage |
| <input checked="" type="checkbox"/> | CG 2404 05 09 | Waiver of Transfer of Rights of Recovery Against Others to Us |
| <input type="checkbox"/> | CG 2504 05 09 | Designated Location(s) General Aggregate Limit |
| <input checked="" type="checkbox"/> | CGL 0300 03 15 | Deductible - Liability Insurance |
| <input checked="" type="checkbox"/> | CGL 1500 04 07 | Century Surety Company Commercial General Liability Coverage Part Declarations |
| <input checked="" type="checkbox"/> | CGL 1701 09 17 | Special Exclusions and Limitations Endorsement |
| <input checked="" type="checkbox"/> | CGL 1704 06 22 | Exclusion - Assault and Battery |
| <input checked="" type="checkbox"/> | CGL 1711a 06 22 | Classification and Location Limitation Endorsement |
| <input type="checkbox"/> | CGL 1714 02 16 | Exclusion - Firearms |
| <input type="checkbox"/> | CGL 1812 08 12 | Exclusion - Past Liabilities |

X Specialty

16000 Barkers Point Lane, Suite 265
Houston, TX 77079

RE: The Town of Poetry

DATE: 11/14/2023

COL Reference Number: 4473015

olicy Forms

- CGL 1852 03 11 Past Projects Property Damage Exclusion
- IL 0021 09 08 Nuclear Energy Liability Exclusion Endorsement (Broad Form)



Memo from the Town Deputy Secretary

To: Town Council December 21, 2023 Meeting

From: Theresa Scholander

CC: Citizens

Town of Poetry's Town Hall is beautifully decorated for the Christmas holiday! Thank you to all who worked hard to decorate.

December 16th was Town of Poetry's Third Annual Town Christmas Lights celebration.

The secretary's office is working hard preparing for the upcoming 2022-2023 Town of Poetry audit.

Wishes: To a joyful present and a well-remembered past! We raise a toast to this Christmas and extend best wishes for a season of the best!

EXHIBIT A

EXCLUSIVE FOR RESIDENTIAL SOLID WASTE COLLECTIONS

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

THIS FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of the date set forth hereinbelow and is by and between Doliver Enterprises, LLC dba Blackjack Disposal, (“CONTRACTOR”), and the Town of Poetry, Texas (the “Town”).

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

WHEREAS, the Town, subject to the terms and conditions set forth herein and the ordinances and regulations of the Town, desires to grant to the Contractor the exclusive franchise, license and privilege to collect, haul and dispose of **commercial and residential Solid Waste** (as such term is defined herein) within the Town's corporate limits.

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

SECTION 1. DEFINITIONS

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

Bulky Waste: Bulky Waste shall mean solid waste composed of materials not easily contained in a cart such as, but not limited to white goods, furniture, yard trimmings, large electronics, and other oversized solid waste. Any solid waste not placed within a Cart will be removed by the Contractor as Bulky Waste.

Contractor: **Doliver Enterprises, LLC dba Blackjack Disposal** a Texas [entity] authorized and registered to do business in the State of Texas, and its successors and assigns.

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

Container or Poly Cart Container: Poly Cart Container (or Cart) shall mean a 90 or 95-gallon, durable plastic, heavy duty wheeled container. The Contractor shall own the Carts and, following the termination of this Contract by any means, shall be entitled to reclaim and repossess the Carts.

Container or Poly Cart Container: Poly Cart Container (or Cart) shall mean a 90 or 95-gallon, durable plastic,

Gross Receipts. The total amounts the Contractor received from all sources within the Town during the quarter, without subtracting any costs or expenses

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

Holidays: The following days:

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

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

Solid Waste: As defined by the EPA under 40 C.F.R. § 261.2(a)(1), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes recyclable materials.

Solid Waste Services: Solid Waste Services shall mean the collection and disposal of solid waste including bulky waste.

SECTION 2. FRANCHISE GRANT

A. The Contractor is hereby granted the sole and exclusive license, privilege and duty, to the extent allowed by law, within the territorial jurisdiction of the Town, to provide Solid Waste collection, hauling and disposal for all residential and commercial customers, and the nonexclusive license, privilege and duty for construction and demolition waste, and recyclable materials collection and processing in accordance with this Agreement and the Ordinances of the Town and to perform all of the work called for and described in this Agreement. Contractor agrees to furnish all personnel, labor, equipment, trucks, and other items necessary to provide Solid Waste Services to all points within the Town. In order to maintain the exclusive franchise in favor of the Contractor contained herein, the City may take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Contractor. In the event that the City fails to pursue appropriate legal action in order to remedy an infringement on the Contractor's exclusive-franchise rights, the Contractor may retain a subrogation right from the City against any and all violations of the exclusive-franchise grant described herein and shall be entitled to any and all actual and consequential damages against third-parties.

B. The Contractor has the sole obligation to exercise and enforce, at its sole expense, the residential collections exclusivity provided for herein as against third parties, and may present claims and bring suit for its damages and injunctive relief against third parties for a violation of Contractor's exclusivity herein.

C. The Contractor will provide Town services at no charge to the Town. Town services include solid

waste services and recycling services to all current and future Town facilities, the collection of appliances or other bulky debris illegally dumped on Town property such as greenbelts, parks, medians, or rights of way, and solid waste services for any Town-sponsored special event. The Town of Poetry residents located in Kaufman or Hunt County will be provided a drop-off location for recyclables and household hazardous waste according to the prevailing rate schedule and subject to continued contract with Kaufman County.

D. SECTION 3. TERM

The term this Agreement shall be for a period of four (4) years, beginning on January 1, 2024 and terminating December 31st, 2027. This Agreement may be renewed for three (3) additional one (1) year terms unless either party gives written notice of election not to renew the Agreement to the other party, not less than sixty (60) days prior to the expiration of the original or any renewal term.

SECTION 4. FRANCHISE FEES; RATES FOR SERVICE

A. Franchise Fees. For the right and privilege of using the Town's public rights-of-way, the Contractor will pay the Town an administrative fee of \$6.50 per month per customer using polycarts, \$15.00 per month per dumpster, and \$25.00 per customer per month or per haul?, per roll-off. The rates shown below do not include this fee. The fee shall not be due until paid or collected by Contractor.

B. Due Dates. Franchise fees shall be paid to the Town on or before the tenth (10th) day after the beginning of each quarter for amounts received by the Contractor for the performance of Services during the previous quarter, according to the following dates.

1st quarter: January 10th

2nd quarter: April 10th

3rd quarter: July 10th

4th quarter: October 10th

If this Agreement is entered into or terminated in the middle of a quarter, the applicable quarter will be prorated to exclude the time during the quarter in which no Service was provided. The Town agrees that payments owing from the Contractor pursuant to this Agreement shall be based solely on the Services rendered by the Contractor.

C. Reports; accountability. Each payment to the Town shall be accompanied by a statement detailing Contractor's quantities of each service type and showing sufficient information to enable the Town to verify the accuracy of each quarterly payment. The Town may review Contractor's books and records that relate to customers within the Town's corporate limits, or may conduct an audit of books and records, on reasonable notice any time during the term of this Agreement and for a period of one (1) year thereafter. Any information obtained by Town as a result of a review or audit shall be kept and maintained by the Town as confidential, and may only be disclosed to employees, representatives, and agents of the Town that have a need to know, or in order to enforce the provisions hereof, except where required by law or court order to disclose such information. An audit shall be at Town expense unless the audit discloses an underpayment of more than five percent (5%) of the amount that was otherwise due, in which case the Contractor shall pay or reimburse the Town for all costs.

D. Rates. The rates charged by Contractor to customers within the Town shall be as follows

1. Residential/Polycart (per home or business):
 - a. \$27.50 per month for one Poly Cart Container.
 - b. \$12.00 per month for each additional Poly Cart Container.
 - c. \$ 65.00 per replacement cart beginning with **second** occurrence for lost carts
2. Dumpsters (2 cubic yard)—Residential/Commercial/Industrial:
 - a. \$95.00 per month per dumpster for once per week pick-up
 - b. \$195.00 per month per dumpster for twice per week pick-up
3. Dumpsters (4 cubic yard)—Residential/Commercial/Industrial:
 - a. \$125.00 per month per dumpster for once per week pick-up
 - b. \$225.00 per month per dumpster for twice per week pick-up
4. Dumpsters (6 cubic yard)—Residential/Commercial/Industrial:
 - a. \$155.00 per month per dumpster for once per week pick-up
 - b. \$280.00 per month per dumpster for twice per week pick-up
5. Dumpsters (8 cubic yard)—Residential/Commercial/Industrial:
 - a. \$185.00 per month per dumpster for once per week pick-up
 - b. \$335.00 per month per dumpster for twice per week pick-up
6. One-time Pick-up:
 - a. \$37.50 for 2 and 4 cubic yard dumpster
 - b. \$50.00 for 6 cubic yard dumpster
 - c. \$75.00 for 8 cubic yard dumpster

E. Rate Changes. Unless otherwise agreed by the parties, the rates may be modified during the term of this contract or any renewal term only in accordance with the provisions of this subparagraph; provided, however, that the rates shall not be revised earlier than the fiscal year commencing October 1, 2024.

1. CPI-U Adjustment. On each anniversary date of this Agreement, the Service Provider shall have the right, in its sole discretion and upon giving prior notice to the City, to request to increase or decrease the rates set forth in Section 4.D. hereof (the "Initial Rates") in accordance with the CPI-U, and subject to Section E.5. As used herein, "CPI-U" shall mean the revised Consumer Price Index rate for all urban consumers (all items included) for the Dallas-Fort Worth metropolitan area, based on the latest available figures from the Department of Labor's Bureau of Labor Statistics (the "Bureau"). The CPI-U used will be the CPI-U published by the Bureau during the month ninety (90) days preceding the adjustment under this Section 4.E. The rate adjustment shall be the same percentage change in the CPI over the two previous calendar years. The most recently available January through December 12-month average of the CPI will be compared to the preceding 12-month period, and the rate adjustment shall be the same percentage change, **subject to the 5% maximum adjustment cap in Section E.5.**
2. Operating Cost Adjustment. In addition to the rate adjustments provided for in this Section 4.E., at any time during the term of this Agreement following the expiration of the first year of this Agreement, the Service Provider may petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to

reasonably establish the necessity of any requested rate adjustment.

3. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing.
4. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the rates herein shall be immediately increased by the amount of any such increase in Fees or additional Fees. City must be given 90 days' notice before such increases take effect.
5. The Contractor may submit a written request for a rate adjustment under the foregoing Sections E.1. or E.2. or the Town may notify the Contractor of a rate adjustment, on or before each anniversary date of this Agreement, which shall be effective if and when authorized by the Town. If either party fails to submit a written request or notice of a rate adjustment on or before any anniversary date of any year, the then-existing rates shall apply throughout the following contract year. **No rate adjustment shall exceed five percent (5%) in any year.** Rate increases are not mandatory, but the Town shall act fairly and reasonably in its consideration of a requested rate increase.

SECTION 5. OPERATIONS

A. Scope of operations. It is expressly understood and agreed that the Contractor will collect, haul and dispose of Solid Waste during Business Days: (i) generated and accumulated by Contractor's customers, and (ii) placed within Containers, if required by Contractor, by those customers receiving the services of the Contractor, all within the Town's corporate limits, including any territories annexed by the Town during the term of this Agreement. This Agreement does not cover services provided in the Town's extraterritorial jurisdiction, **unless the driveway to the residence is in the town's borders.** The frequency of collections shall be:

1. Residential polycart per home: One time per week.
2. Bulky Trash (residential): One time per month.
3. Dumpster Commercial/Industrial: As negotiated by Contractor and Customer.

B. Special Collections. A handicapped citizen of Poetry may call the contractor for a special arrangement as needed.

C. Application. **This Ordinance franchise shall apply to any property or easement that abuts any roadway including, but not limited to a private road, county road, state road, and/or town roads within the Town's incorporated boundaries where solid waste might be collected.**

D. Nature of operations. The Town hereby grants to the Contractor, in accordance with this Agreement and the Town's ordinances and regulations governing the collection, hauling and disposal of Solid Waste, the title to all Solid Waste collected, hauled and disposed of by the Contractor over, upon, along and across the present and future streets, alleys, bridges, and rights-of-ways. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

E. Hours/Days of Operation. Collection of Solid Waste shall begin no earlier than 7:00 o'clock a.m. and shall generally not extend beyond 7:00 o'clock p.m. These hours may be extended or altered with the approval of the Town. No regular weekly residential collection shall occur on Saturday, unless needed to accommodate collection schedule shifts due to holidays. No collection shall be made on Sunday unless extraordinary weather patterns or extraordinary circumstances make it impossible to pick up the usual days.

E. Monthly Reporting. Complete and accurate monthly reports must be submitted to the Town on or before the tenth (10th) day of the beginning of each quarter. Quarterly reports must contain the following information:

1. Customer List for services provided. – identify each by address and level of service, name, and contact information.
2. Billing and Revenue Documentation – documentation justifying the billings and revenue derived by the successful proposer for services within the Town.

SECTION 6. COMPLAINTS; MISSED COLLECTIONS

A. Local Office: The Contractor shall maintain an office or other facilities through which they can be contacted. The office shall be equipped with sufficient telephones having local phone numbers and shall be staffed by at least one responsible and competent person (a customer service representative) available to answer the phone from 8:00 a.m. to 5:00 p.m. on regular collection days. When residential collection is postponed one day for the holiday schedule the Contractor's customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

B. Complaint Resolution. The Contractor will be primarily responsible for complaints, which shall be directed to the Contractor, and the Contractor shall give each complaint received prompt and courteous attention. The Contractor shall maintain a log of complaints and shall provide the Town, monthly, with copies of all complaints indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. If a complaint cannot be resolved, it is the Contractor's responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner.

C. Missed Collections. The Contractor shall notify the Town by 4:00 PM, Central Time, when a route may not be completed before 7:00 PM, Central Time. The Contractor shall notify the Town immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled. When notification of a missed collection is received by the Contractor before 4:00 PM, Central Time, and such allegation cannot be disproved by using Global Positioning System (GPS) equipment to document the fact that the Contractor attempted to provide services to such customer, the Contractor shall dispatch a truck and provide the collection before 7:00 PM, Central Time on the same day. When notification of a missed collection is received by the Contractor after 4:00 PM, Central Time and such allegation cannot be disproved using GPS, the Contractor shall provide collection within the next 24 hours and inform all residents impacted by such a missed collection of the time the corrective collection will be provided. When notification of a missed collection is received

after 4:00 PM, Central Time on the day preceding a holiday and such allegations cannot be disproved, the Contractor shall provide collection by the next business day after the holiday.

D. Materiality. Compliance with the complaint resolution, customer grievance, and reporting requirements of this Section is and shall be a material term of the contract.

E. Administrative Charges. The Contractor understands that if it does not timely perform its obligations pursuant to the terms of the contract or violates any provision of the contract, Town will suffer damages which are difficult to determine and to adequately specify. The Contractor agrees, in addition to any other remedies available to Town, that Town may withhold payment from Contractor in the amounts specified below as administrative charges for failure of the Contractor to fulfill its obligations, subject to events of force majeure. The following acts or omissions shall be considered a breach of the contract and Town may require payment by the Contractor of the charges set forth for each act. Any failed collection due to garbage not placed out for collection or placed out late as determined by the Contractor, may not be considered as an omission below, therefore, not eligible for administrative charges.

OMISSION	LIQUIDATED DAMAGES
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein.	\$100 per incident (each truck on each route is a separate incident)
Failure to collect and clean up spillage within one (1) business day.	\$50 per incident
Unsanitary condition of vehicle exterior.	\$100 per incident
Failure to collect missed Garbage, Bulk/Brush Waste or Recyclables, within one business day (including Saturday). Or repeat misses of any required collection services on more than two (2) occasions.	\$25 each incident to a maximum of \$250 per truck per day
Missed collection of whole block. (This excludes collections prevented by weather and holiday rescheduling). A whole block miss is defined as missing 3 or more houses on the same side of the street.	\$200 per whole block
Failure to deliver or replace Poly Carts, or Curbside Recycling Wheeled Containers for any reason within three (3) business days of notification.	\$50 per container per day
Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2 nd notice regarding no collection.	\$200 each incident
Complaint calls received by the Town in excess of twenty (20) per month.	\$30 per call
Failure to make all required collections during a week due to non-weather-related service disruptions.	\$500 per collection route
Failure to provide complete and accurate monthly report and franchise fee by the 10 th day of each quarter.	\$250 per incident after the 15 th day of each quarter

As used herein, "events of force majeure" shall mean an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics/pandemics, embargoes, war, and riots. The Contractor will not be responsible for administrative

charges for its temporary failure to perform because of an event of force majeure, provided, however, that the Contractor submits written notice thereof to the Town within three (3) calendar days of the event identifying the specific cause(s) and estimated duration of the delay. The failure to provide timely notice to the Town is a waiver of any claim of delay and shall be conclusively regarded as an admission that any delay or failure to perform was not attributable to a force majeure event.

F. Remittance of Charges: Town may impose administrative charges when the Town determines that performance consistent with the provisions of the contract has not occurred. The Town shall notify the Contractor in writing or electronically of each act or omission under the terms of the contract reported to or discovered by Town or its designee. The Contractor may appeal the Town's assessments of administrative charges to the Town Council in writing, filed within 20 days of its receipt of notice of an assessment. The Council shall hear the appeal and promptly render a determination to uphold, reverse or modify the assessment. The Council's determination shall be final and binding.

G. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of any complaint. The remedy available to Town under this Section are in addition to all other remedies which the Town may have under law, at equity, or pursuant to the terms of the contract. Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this contract shall survive termination or expiration of this contract.

SECTION 7. INSURANCE; INDEMNIFICATION

A. The Contractor shall exercise due care and caution in providing the Services so that the Town's public and private property, including streets, road signs and fixtures, and parking areas, will be protected and preserved.

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

Worker's Compensation or other State-approved program	As set forth in the Worker's Compensation Act.
Commercial General	\$1,000,000 Each Accident/Occurrence. \$2,000,000 Aggregate
City's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage.
Automobile Liability	\$1,000,000 Combined single limit per occurrence.

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

F. Each insurance policy to be purchased by Contractor shall include the conditions as described below, as

well as the following conditions by endorsement to the policy:

1. the General liability insurance policy shall name Town and its officers, employees, and elected representatives as an additional insured without restrictions via blanket-form endorsement;
2. the policy phrase "other insurance" shall not apply to the Town where the Town is an additional insured; the policy shall specify that it is primary and non-contributory with any of the Town's policies and will state that each insured is provided coverage as though a separate policy had been issued to each, except that the insurer's liability will not be increased beyond the amount for which the insurer would have been liable had only one insured been covered;
3. each policy, except workers' compensation or other state approved program, shall require that 30 days prior to cancellation, non-renewal or any material change in coverage, a notice thereof shall be sent to Town by email. If the policy is canceled for nonpayment of premium, only 10 days' written notice to Town is required;
4. the term "Town" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of the Town and individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of the Town;
5. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas;
6. all liability policies required herein shall be written with an "occurrence" basis coverage trigger;
7. prior to the effective date of cancellation of any policy, Contractor shall deliver to the Town a replacement certificate of insurance evidencing coverage;
8. each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least A-;
9. the Special Provisions Section shall state that the liability policies have been endorsed via blanket-form endorsement to provide for waivers of subrogation, to provide that those policies are primary and non-contributory as to the Town; and
10. General Liability insurance with combined single limits of not less than \$1,000,000 shall be provided and maintained by the Contractor. The policy shall be written on an occurrence basis either in a single policy or in a combination of underlying and umbrella or excess policies.

E. **Indemnification:** THE TOWN SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, INJURY OR LOSS TO ANY PROPERTY, OR ECONOMIC LOSS, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OCCASIONED BY THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT WAIVING THE TOWN'S GOVERNMENTAL, SOVEREIGN OR OTHER IMMUNITIES OR DEFENSES AVAILABLE TO THE TOWN UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS THE EXPRESS INTENT

OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR HEREIN IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT Town FROM THE CONSEQUENCES OF THE CONTRACTOR'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

1. If any action is brought against the Town, or any officer, employee or agent of the Town, in any way arising from the performance of this contract by the Contractor; or for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under the contract; or for injury or damage or loss caused by the alleged negligence of the Contractor or its subcontractors, officers, employees, or agents; or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify, defend and hold harmless the Town and its officers and agents, from all losses, damages, costs, expenses (including but not limited to attorney's fees and expenses), judgments, or decrees arising out of such action.

2. The Contractor is solely responsible for and shall defend, indemnify, and hold Town (or any of Town's officials, officers, representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of the Contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

3. The foregoing indemnity, defense and hold harmless agreement shall also apply to claims arising from accidents to the Contractor, its agents or employees, whether occasioned by the Contractor or its employees, the owner or his employees, or by any other person or persons. The indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

1. The provisions of the foregoing indemnification clauses are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 8. TITLE TO EQUIPMENT

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

SECTION 9. EXCLUSIONS

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

SECTION 10. ASSIGNMENT

This Agreement shall not be assignable or otherwise transferable by the Contractor without the prior written consent of the Town; provided, however, that the Contractor may assign this Agreement to any affiliate or subsidiary of the Contractor or to any person or entity succeeding to all or substantially all of the Contractor's assets of (whether by operation of law, merger, consolidation or otherwise) without the Town's prior written consent.

SECTION 11. ENFORCEMENT

During the term of this Agreement and any extension thereof, the Town agrees to adopt and maintain ordinances that will enable the Contractor to provide the services set forth herein. The Town shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein, including subrogating the Town's enforcement rights to Contractor. If the Contractor experiences recurring problems of damage or destruction to or theft of the Containers provided by the Contractor pursuant to this Agreement, the Contractor may, prior to replacing or repairing such Containers, require reasonable security deposits from the customer utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 12. SPILLAGE

It is understood and agreed that the Contractor shall not be required, but may, clean up, collect or dispose of any loose or spilled Residential or Municipal Solid Waste not caused by the Contractor's rendering of services, or be required or collect and dispose of any excess Residential or Municipal Solid Waste placed outside of the Containers by any customer. The Contractor may report the location of such conditions to the Town so that the Town can issue proper notice to the customer instructing the customer to properly contain such Residential or Municipal Solid Waste. Should excess Residential or Municipal Solid Waste continue to be placed outside of the Containers, the Town authorizes the Contractor to issue an additional container or more frequent pickups of roll-off or dumpster if deemed necessary, the Contractor shall be compensated for these additional Services as provided for in Section 4.D for each additional container requiring an extra collection, hereof, and the Contractor shall remit an appropriate franchise fee under Section 4.A.

SECTION 13. HOURS OF SERVICE

For all the services provided hereunder, the Contractor's hours of service shall be between 7:00 AM and 7:00 PM, Monday through Saturday. The Contractor will not be required to provide service on Sunday or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable federal and state laws regarding the collection, hauling and

disposal of Solid Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the Town not in conflict with this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the Town's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The Town shall have the right to make reasonable inspections of the Contractor in order to ensure compliance with these requirements in this Section 14.

SECTION 15. VEHICLES AND EQUIPMENT

Vehicles used by the Contractor for the collection, hauling and disposal of Residential or Municipal Solid Waste and Construction and Demolition Waste pursuant to this Agreement shall be protected at all times while in transit to prevent the blowing or scattering of waste onto the Town's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked on both sides with the Contractor's name in letters and numbers not less than two (2) inches in height. The Town may adopt weight limits and maximum vehicle axle weight limits on vehicles used by Contractor as the Town deems appropriate to minimize disruption and damage to the Town's streets, alleys and rights-of-way. Trucks operated within the Town of Poetry for residential collection must be single axle (1 steering and 1 rear) and may not exceed 33,000 pounds GVWR. Trucks used for commercial and roll-off services may be tandem axle (1 steering and 2 rear) and may not exceed 60,000 pounds GVWR.

SECTION 16. SEVERABILITY

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

SECTION 17. TERMINATION

- A. If City notifies Contractor of a failure of Contractor to perform a material provision of this Contract and Contractor has failed to cure such failure on or before the thirtieth (30th) day following such notice, or if such failure can be cured, but cannot be reasonably cured within said thirty (30) days, then by the date such failure should reasonably be cured, but in no case later than sixty (60) days after delivery of the notice from City, City may terminate this Contract by delivery of written notice to Contractor. Following any such termination, neither Party shall have any further obligation under this Contract other than for claims for personal injuries or property damage and the right to be indemnified therefor as expressly provided in this Contract and arising prior to such termination date, and/or such claims which accrue during Contractor's wind-down of business operations pursuant to the Agreement.
- B. **Dispute Resolution.** The Parties hereto agree that prior to filing suit with respect to any dispute between the Parties arising from or related to this Contract to submit the dispute to a binding mediation, with the cost of said mediation to be split evenly by the Parties.

SECTION 18. FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics/pandemics, embargoes, war, and riots.

SECTION 19. GOVERNING LAW

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

SECTION 20. NOTICE

Any notices required or permitted to be delivered to the Town under this Agreement shall be deemed receivable when sent by email and by United States mail, postage pre-paid, certified mail, return receipt requested, at the address set forth below:

If to the Town:

Poetry Town Hall
5671 CR323
Poetry, TX 75160
ATTN: Mayor
mayor.tara@poetrytexas.org and secretary@poetrytexas.org.

If to the Contractor:

Blackjack Disposal
Attn: Dick Demien
5770 TX-34
Quinlan, Texas 75474
And by email to ddemien@blackjackdisposal.com

SECTION 21. MERGER CLAUSE

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

SECTION 23. COUNTERPARTS

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

SECTION 24. RECITALS

The recitals to this Agreement are incorporated herein.

SECTION 25. EFFECTIVE DATE

The Effective Date of this Agreement, and the date that Solid Waste Services are to commence, is _____ day of _____, 2023.

Executed in single or multiple originals this _____ day of _____, 2023.

CONTRACTOR
DOLIVER ENTERPRISES, LLC
d/b/a BLACKJACK DISPOSAL

TOWN OF POETRY, TEXAS

By: _____

Andrea Oliver, Managing Member
5770 Highway 34 S
Quinlan, Texas 75474
ddemien@blackjackdisposal.com

By: _____

Tara Senkevech, Mayor
5671 CR 323
Poetry, TX 75160

ATTEST:

By: _____
Town Secretary

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, AMENDING ORDINANCE NO. 2021-10-01 RELATING TO THE COLLECTION OF SOLID WASTE FROM CUSTOMERS WITHIN THE TOWN; ADOPTING EXCLUSIVITY SUCH THAT ONLY ONE VENDOR MAY SERVE POLYCARTS AND SMALL DUMPSTER CUSTOMERS; REQUIRING A FRANCHISE AGREEMENT FOR THE USE OF THE TOWN STREETS TO CONDUCT SUCH BUSINESS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS OF THIS ORDINANCE NOT TO EXCEED THE SUM OF FIVE HUNDRED DOLLARS (\$500.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 16, 2021, the Town Council of the Town of Poetry, Texas, adopted Ordinance No. 2021-10-01, relating to the collection of solid waste and adopting regulations pertaining thereto; and

WHEREAS, the Town Council finds and determines that since the adoption of Ordinance No. 2021-10-01, there are numerous solid waste vendors conducting business in the Town, some of whom do not have the appropriate permit or franchise agreement, have failed to renew permits or agreements, and, based on the number and nature of complaints received by the Town, are performing collection services poorly and inadequately; and

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

WHEREAS, the Town Council desires to retain one exclusive vendor to collect solid waste from residential, polycarts and small dumpster customers within the Town, and that the Council's selection of the most qualified vendor will minimize the number of vendors using Town streets, will enable a more effective and efficient collection of residential municipal solid waste, and will enable the Town to more effectively monitor and regulate the collection of solid waste; and

WHEREAS, the Town Council finds and determines that a public need exists to amend regulations relating to the collection of solid waste in the Town's limits in accordance with the terms of this Ordinance in order to protect the public streets and provide for the general health, safety and welfare of the citizens.

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

SECTION 1. That the Town Council hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the Town Council hereby incorporates

such recitals as part of this Ordinance.

SECTION 2. That Ordinance 2021-10-01, adopted by the Town Council of the Town of Poetry, Texas, on or about November 16, 2021, be and is hereby amended by amending Subsection A of Section 2 (“Permit And Franchise Agreement Required”) to consolidate both Subsection A’s into one, and to amend the existing language to enable exclusivity in solid waste collections, such that Subsection A of Section 2 of Ordinance No. 2023-10-01 shall read in its entirety as follows:

A. Exclusivity; Permit and Franchise Agreement.

- (1) Unless excepted herein, it shall be unlawful for any person, firm or corporation to collect municipal solid waste or to engage in the business of municipal solid waste collection without first having a valid permit issued by Town and a franchise agreement with the Town.
- (2) Small Collections. The Town Council shall select one Collector based on demonstrated competence to exclusively provide Municipal Solid Waste collections for Small Collections according to **Addendum A**. As used herein, “Small Collections” means 1) bulky trash collected from residences, and 2) solid waste collected from receptacles that are designed to contain 10 cubic yards or less, including roll-off containers, dumpsters, polycarts, and other receptacles, regardless of whether the source is residential or commercial. Upon the Council’s selection, all existing permits and franchise agreements with all persons and entities providing solid waste collection services to residential customers within the Town shall be and are hereby revoked. It shall be unlawful for any person, firm or corporation to collect municipal solid waste or to engage in the business of Small Collection of municipal solid waste collection other than the exclusive vendor selected by the Town.
- (3) Large Collections (roll-off containers of greater than 10 cubic yards). No Collector, other than the those who have signed up and meet requirements of **Addendum B**, shall collect any municipal solid waste within the corporate limits of the Town without first applying for and obtaining a permit to do so from the Mayor or his/her designee. Such permit shall be on such forms as the Town may determine. An annual permit fee in the amount of \$100 is due and payable at the time of application for a permit. The Mayor or his/her designee may provide notice of noncompliance with these regulations and allow ten (10) days for compliance. However, failure of the Town to provide this notice does not preclude the Town from initiating citations and pursuing action pursuant to Chapter 54 of the Texas Local Government Code, as amended, against any collector in violation of the

Town's solid waste regulations.

- (4) In addition to the foregoing permit requirement, any person, firm corporation collecting solid waste within the Town shall first enter into a Franchise Agreement with the Town. It shall be unlawful for any person, firm or corporation to collect municipal solid waste or to engage in the business of municipal solid waste collection without first having entered into a Franchise Agreement.

SECTION 3 That Subsection A of Section 2 of Ordinance No. 2023-10-01 be and is hereby amended in accordance with the foregoing, without amendment repeal or change to any other part or provision of Ordinance No. 2021-10-01. All ordinances of the Town of Poetry, Texas, in conflict with the provisions of this ordinance be and the same are hereby repealed and all other ordinances of the Town of Poetry not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 4. That an offense committed before the effective date of this ordinance is governed by the prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision hereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of other ordinances of the Town.

SECTION 6. That any person, firm or corporation violating any of the provisions or terms of this ordinance shall, upon conviction, be punished by a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense.

SECTION 7. That this ordinance shall take effect immediately from and after its passage

and the publication of the caption, as the law in such cases provides.

DULY PASSED AND APPROVED by the Town Council of the Town of Poetry, Texas,

on this the _____ day of _____, 2023.

APPROVED:

MAYOR

ATTEST:

TOWN SECRETARY

APPROVED AS TO FORM:

TOWN ATTORNEY

Town of Poetry
County of Kaufman, Texas

PROCLAMATION

Recognizing

August 26th as

‘Ryder Grimes Day’

WHEREAS, for the first time in Poetry’s history, it’s resident who is Poetry-raised has made the national spotlight for the **Country Music Awards “Emerging Artist of the Year” on November 12, 2023.**

WHEREAS, the community wishes to acknowledge Ryder’s achievement for his song **“In my Boots”** reaching number one on Texas Regional Radio Report for week 48 ending November 29th, 2023.

WHEREAS, Ryder has shown outstanding character in his pursuit of his musical goals.

WHEREAS, the Town of Poetry is proud to call him our ‘son’ and recognize his high level of personal achievement and service to his art.

NOW, THEREFORE, I, Tara Senkevech, the first Mayor of Poetry, hereby present this Proclamation to Ryder Grimes for his day of birth, his dedication and success in his budding career.

Saturday, December 16th, 2023

Tara Senkevech, Mayor

Theresa Scholander, Deputy Town Secretary

IN THE COMMISSIONERS COURT OF
HUNT COUNTY, TEXAS

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

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

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

A. Description of Project: _____

1- 18 inch x 30 ft culvert and 3 -30 inch x 30 ft culverts Repair the road over the culverts with oil sand

B. Exact Project Location: **CR 2464**

C. Material, equipment, labor hours, etc. to be used on this project:

Labor & Equipment for completion

Approximate Start Date: _____ Approximate Completion Date: _____

Cost of Project: **\$ 8250.00**.*

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

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

Approved by Commissioners' Court:

Hunt County Commissioner

Date:

Approved by: Town of Poetry

Date:

Authorized Signature for Other Entity

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

EXHIBIT B

NONEXCLUSIVE FOR ROLL-OFF COLLECTIONS

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

THIS FRANCHISE AGREEMENT (this "Agreement") is made and entered into as of the date set forth hereinbelow and is by and between _____, ("CONTRACTOR"), and the Town of Poetry, Texas (the "Town").

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

WHEREAS, the Town has engaged in agreements with other vendors for exclusive solid waste collections from residential customers and, by this Agreement, desires to provide for the nonexclusive collection of solid waste from nonresidential customers; and

WHEREAS, the Town, subject to the terms and conditions set forth herein and the ordinances and regulations of the Town, desires to grant to the Contractor the franchise, license and privilege to collect, haul and dispose of Solid Waste (as such term is defined herein) within the Town's corporate limits.

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

SECTION 1. DEFINITIONS

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

Bulky Waste: Bulky Waste shall mean solid waste composed of materials not easily contained in a cart such as, but not limited to white goods, furniture, yard trimmings, large electronics, and other oversized solid waste. Any solid waste not placed within a Cart will be removed by the Contractor as Bulky Waste.

Contractor: _____ a Texas [entity] authorized and registered to do business in the State of Texas, and its successors and assigns.

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

Container or Poly Cart Container: Poly Cart Container (or Cart) shall mean a 90 or 95-gallon, durable plastic, heavy duty wheeled container. The Contractor shall own the Carts and, following the termination of this Contract by any means, shall be entitled to reclaim and repossess the Carts. Broken or missing Carts at residential locations

shall be replaced by Contractor at no charge to the customer, for up to but not more than three Carts per year.

Gross Receipts. The total amounts the Contractor received from all sources within the Town during the quarter, without subtracting any costs or expenses

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

Holidays: The following days:

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

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

Solid Waste: Solid Waste shall mean garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
- b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
- c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or depressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 et seq.); or
- d) Unacceptable waste.

Solid Waste Services: Solid Waste Services shall mean the collection and disposal of solid waste including bulky waste.

SECTION 2. FRANCHISE GRANT

The Contractor is hereby granted the nonexclusive license, privilege and duty, to the extent allowed by law, within the territorial jurisdiction of the Town, to provide Solid Waste collection, hauling and disposal for commercial and industrial/roll-off customers, construction and demolition waste, and recyclable materials collection and processing in accordance with this Agreement and the Ordinances of the Town and to perform all of the work called for and described in this Agreement. Contractor agrees to furnish all personnel, labor,

equipment, trucks, and other items necessary to provide Solid Waste Services to its customers within the Town.

SECTION 3. TERM

The term this Agreement shall be for a period of **two (2) years**?, beginning on _____, 2023 and terminating on the 2nd anniversary of said date. This Agreement may be renewed for four (4) additional one (1) year terms unless either party gives written notice of election not to renew the Agreement to the other party, not less than sixty (60) days prior to the expiration of the original or any renewal term.

SECTION 4. FRANCHISE FEES; RATES FOR SERVICE

A. Fee. For the right and privilege of using the Town's public rights-of-way, **the Contractor will pay the Town a franchise fee of \$25 per roll-off resulting from the operation of the solid waste collection service** within the Town. The rates shown below do not include the administrative fee. The fee shall not include amounts billed to customers until paid or collected by Contractor.

B. Due Dates. Franchise fees shall be paid to the Town on or before the tenth (10th) day after the beginning of each quarter for amounts received by the Contractor for the performance of Services during the quarter, according to the following dates.

1st quarter: January 10th

2nd quarter: April 10th

3rd quarter: July 10th

4th quarter: October 10th

If this Agreement is entered into or terminated in the middle of a quarter, the applicable quarter will be prorated to exclude the time during the quarter in which no Service was provided. The Town agrees that payments owing from the Contractor pursuant to this Agreement shall be based solely on the Services rendered by the Contractor.

C. Reports; accountability. Each payment to the Town shall be accompanied by a statement detailing Contractor's quantities of each service type and showing sufficient information to enable the Town to verify the accuracy of each quarterly payment. The Town may review Contractor's books and records that relate to customers within the Town's corporate limits, or may conduct an audit of books and records, on reasonable notice any time during the term of this Agreement and for a period of two (2) years thereafter. Any information obtained by Town as a result of a review or audit shall be kept and maintained by the Town as confidential, and may only be disclosed to employees, representatives, and agents of the Town that have a need to know, or in order to enforce the provisions hereof, except where required by law or court order to disclose such information. An audit shall be at Town expense unless the audit discloses an underpayment of more than five percent (5%) of the amount that was otherwise due, in which case the Contractor shall pay or reimburse the Town for all costs.

D. Rates. The rates charged by Contractor to customers within the Town shall be as may be negotiated between the Contractor and its customer.

E. Audit: The Town may, on reasonable notice, at reasonable times, and at the Town's expense, request and conduct an audit of the Contractor's books and records to establish compliance with the rates and fees charged

under this Contract. To the extent allowed by law, the Town will maintain the confidentiality of all information received by the Town in such audits.

SECTION 5. OPERATIONS

A. Scope of operations. It is expressly understood and agreed that the Contractor will collect, haul and dispose of Solid Waste during Business Days: (i) generated and accumulated by Contractor's customers, and (ii) placed within Containers, if required by Contractor, by those customers receiving the services of the Contractor, all within the Town's corporate limits, including any territories annexed by the Town during the term of this Agreement. This Agreement does not cover services provided in the Town's extraterritorial jurisdiction **unless the driveway to the residence is in the town's borders**. The frequency of collections shall be as negotiated between the Contractor and the customer.

B. Application. **This Ordinance franchise shall apply to any property or easement that abuts any roadway including, but not limited to a private road, county road, state road, and/or town roads within the Town's incorporated boundaries where solid waste might be collected.**

C. Nature of operations. The Town hereby grants to the Contractor, in accordance with this Agreement and the Town's ordinances and regulations governing the collection, hauling and disposal of Solid Waste, the title to all Solid Waste collected, hauled and disposed of by the Contractor over, upon, along and across the present and future streets, alleys, bridges, and rights-of-ways. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

D. Hours/Days of Operation. Collection of Solid Waste shall begin no earlier than 7:00 o'clock a.m. and shall generally not extend beyond 7:00 o'clock p.m. These hours may be extended or altered with the approval of the Town. No regular weekly residential collection shall occur on Saturday, unless needed to accommodate collection schedule shifts due to holidays. No collection shall be made on Sunday.

E. Monthly Reporting. Complete and accurate monthly reports must be submitted to the Town on or before the tenth (10th) day of each month. Monthly reports must contain the following information:

1. Amount of Solid Waste and Program Recyclable Materials Collected – Spreadsheet listing amounts (in tons/pounds) of solid waste and program recyclable materials collected by customer type. The spreadsheet must also include year-to-date totals.
2. Customer List for Roll-off Services – identify each by address and level of service, name, and contact information.
3. Billing and Revenue Documentation – documentation justifying the billings and revenue derived by the successful proposer for services within the Town.
4. Summary of motor vehicle accidents or moving violations involving the successful proposer's vehicles – identify the vehicle, employee, and description of the violation.

SECTION 6. COMPLAINTS; MISSED COLLECTIONS

A. Local Office: The Contractor shall maintain an office or other facilities through which they can be contacted. The office shall be equipped with sufficient telephones having local phone numbers and shall be staffed by at least one responsible and competent person (a customer service representative) available to answer the phone from 7:00 a.m. to 7:00 p.m. on regular collection days. When residential collection is

postponed one day for the holiday schedule the Contractor’s customer service personnel must be available to answer phones on all days during which collection service is provided. An informative recording answering frequently asked questions and voicemail shall be available at all other hours.

B. Complaint Resolution. The Contractor will be primarily responsible for complaints, which shall be directed to the Contractor, and the Contractor shall give each complaint received prompt and courteous attention. **The Contractor shall maintain a log of complaints and shall provide the Town, monthly, with copies of all complaints indicating the date and hour of the complaint, the nature of the complaint, and the manner and timing of its resolution. If a complaint cannot be resolved, it is the Contractor’s responsibility to provide adequate documentation to demonstrate that the complaint was handled in a satisfactory manner.**

C. Missed Collections. The Contractor shall notify the Town by 4:00 PM, Central Time, when a route may not be completed before 7:00 PM, Central Time. The Contractor shall notify the Town immediately upon discovering a street, portion of a route, or a complete route was not collected as scheduled. When notification of a missed collection is received by the Contractor before 4:00 PM, Central Time, and such allegation cannot be disproved by using Global Positioning System (GPS) equipment to document the fact that the Contractor attempted to provide services to such customer, the Contractor shall dispatch a truck and provide the collection before 7:00 PM, Central Time on the same day. When notification of a missed collection is received by the Contractor after 4:00 PM, Central Time and such allegation cannot be disproved using GPS, the Contractor shall provide collection within the next 24 hours and inform all residents impacted by such a missed collection of the time the corrective collection will be provided. When notification of a missed collection is received after 4:00 PM, Central Time on the day preceding a holiday and such allegations cannot be disproved, the Contractor shall provide collection within the first three (3) hours of the day after the holiday.

D. Materiality. Compliance with the complaint resolution, customer grievance, and reporting requirements of this Section is and shall be a material term of the contract.

E. Administrative Charges. The Contractor understands that if it does not timely perform its obligations pursuant to the terms of the contract or violates any provision of the contract, Town will suffer damages which are difficult to determine and to adequately specify. The Contractor agrees, in addition to any other remedies available to Town, that Town may withhold payment from Contractor in the amounts specified below as administrative charges for failure of the Contractor to fulfill its obligations, subject to events of force majeure. The following acts or omissions shall be considered a breach of the contract and Town may require payment by the Contractor of the charges set forth for each act.

OMISSION	LIQUIDATED DAMAGES
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein.	\$100 per incident (each truck on each route is a separate incident)
Failure to collect and clean up spillage within one (1) business day.	\$50 per incident
Unsanitary condition of vehicle exterior.	\$100 per incident
Failure to collect missed Garbage, Bulk/Brush Waste or Recyclables, within one business day (including Saturday). Or repeat misses of any required collection services on more than two (2) occasions.	\$25 each incident to a maximum of \$250 per truck per day

Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2 nd notice regarding no collection.	\$200 each incident
Complaint calls received by the Town in excess of twenty (10) per month.	\$30 per call
Failure to make all required collections during a week due to non-weather-related service disruptions.	\$250 per incident
Failure to provide complete and accurate monthly report by the 15 th of each month provided in quarterly report	\$250 per quarterly report not received by the 15 th of the quarter.

As used herein, "events of force majeure" shall mean an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics/pandemics, embargoes, war, and riots. The Contractor will not be responsible for administrative charges for its temporary failure to perform because of an event of force majeure, provided, however, that the Contractor submits written notice thereof to the Town within three (3) calendar days of the event identifying the specific cause(s) and estimated duration of the delay. The failure to provide timely notice to the Town is a waiver of any claim of delay and shall be conclusively regarded as an admission that any delay or failure to perform was not attributable to a force majeure event.

F. Remittance of Charges: Town may impose administrative charges when the Town determines that performance consistent with the provisions of the contract has not occurred. The Town shall notify the Contractor in writing or electronically of each act or omission under the terms of the contract reported to or discovered by Town or its designee. The Contractor may appeal the Town's assessments of administrative charges to the Town Council in writing, filed within 20 days of its receipt of notice of an assessment. The Council shall hear the appeal and promptly render a determination to uphold, reverse or modify the assessment. The Council's determination shall be final and binding.

G. It shall be the duty of the Contractor to take whatever steps or action may be necessary to remedy the cause of any complaint. The remedy available to Town under this Section are in addition to all other remedies which the Town may have under law, at equity, or pursuant to the terms of the contract. Contractor's obligations to make payments for such charges under this section occurring prior to the expiration or termination of this contract shall survive termination or expiration of this contract.

SECTION 7. INSURANCE; INDEMNIFICATION

A. The Contractor shall exercise due care and caution in providing the Services so that the Town's public and private property, including streets, road signs and fixtures, and parking areas, will be protected and preserved.

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

Worker's Compensation or other State-approved program	As set forth in the Worker's Compensation Act.
Commercial General	\$1,000,000 Each Accident/Occurrence. \$2,000,000 Aggregate

City's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$1,000,000 per occurrence w/drop down coverage.
Automobile Liability	\$1,000,000 Combined single limit per occurrence.

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

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

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

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

E. Indemnification: THE TOWN SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, INJURY OR LOSS TO ANY PROPERTY, OR ECONOMIC LOSS, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, DIRECTLY OR INDIRECTLY ARISING OUT OF, OR OCCASIONED BY THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT WAIVING THE TOWN'S GOVERNMENTAL, SOVEREIGN OR OTHER IMMUNITIES OR DEFENSES AVAILABLE TO THE TOWN UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR HEREIN IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN FROM THE CONSEQUENCES OF THE CONTRACTOR'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

1. If any action is brought against the Town, or any officer, employee or agent of the Town, in any way arising from the performance of this contract by the Contractor; or for the failure, omission, or neglect of the Contractor to perform any of the covenants, acts, matters, or things under the contract; or for injury or damage or loss caused by the alleged negligence of the Contractor or its subcontractors, officers, employees, or agents; or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify, defend and hold harmless the Town and its officers and agents, from all losses, damages, costs, expenses (including but not limited to attorney's fees and expenses), judgments, or decrees arising out of such action.

2. The Contractor is solely responsible for and shall defend, indemnify, and hold Town (or any of Town's officials, officers, representatives or employees), free and harmless from and against any and all claims, liabilities, demands, losses, damages, costs or expense to all persons (including but not limited to reasonable attorneys' fees) arising out of resulting from or occurring in connection with the performance of the work that is (i) attributable to any bodily or personal injury, sickness, diseases or death of any person or any damage or injury to or destruction of real or personal property (other than the work itself) including the loss of use thereof, and (ii) caused in whole or in part by any negligent, strict liability or other act or omission of the Contractor, any subcontractor or supplier, their respective agents or employees or any other party for whom any of them may be liable regardless of whether such is caused in part by the negligent, strict liability or other act or omission of a party or parties indemnified hereunder.

3. The foregoing indemnity, defense and hold harmless agreement shall also apply to claims arising from accidents to the Contractor, its agents or employees, whether occasioned by the Contractor or its employees, the owner or his employees, or by any other person or persons. The indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

1. The provisions of the foregoing indemnification clauses are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 8. TITLE TO EQUIPMENT

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

SECTION 9. EXCLUSIONS

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

SECTION 10. ASSIGNMENT

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

SECTION 11. ENFORCEMENT

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

SECTION 12. SPILLAGE

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

SECTION 13. HOURS OF SERVICE

For all the services provided hereunder, the Contractor's hours of service shall be between **7:00 AM and 7:00 PM**, Monday through Saturday. The Contractor will not be required to provide service on Sunday or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of solid waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the Town not in conflict with this Agreement. Nothing in this Agreement shall be

construed in any manner to abridge the Town's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The Town shall have the right to make reasonable inspections of the Contractor in order to ensure compliance with these requirements.

SECTION 15. VEHICLES AND EQUIPMENT

Vehicles used by the Contractor for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste pursuant to this Agreement shall be protected at all times while in transit to prevent the blowing or scattering of waste onto the Town's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked on both sides with the Contractor's name in letters and numbers not less than two (2) inches in height. The Town may adopt weight limits and maximum vehicle axle weight limits on vehicles used by Contractor as the Town deems appropriate to minimize disruption and damage to the Town's streets, alleys and rights-of-way. ~~Trucks operated within the Town of Poetry for residential collection must be single axle (1 steering and 1 rear) and may not exceed 33,000 pounds GVWR.~~ Trucks used for commercial and roll-off services may be tandem axle (1 steering and 2 rear) and may not exceed 60,000 pounds GVWR.

SECTION 16. SEVERABILITY

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

SECTION 17. TERMINATION

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

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

B. In the event of termination for the reasons set forth in the foregoing paragraphs A (1) through (5) the Town shall notify Contractor of the reasons for consideration of termination and Contractor shall have a period of thirty (30) days to cure such reason.

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

SECTION 18. FORCE MAJEURE

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics/pandemics, embargoes, war, and riots.

SECTION 19. GOVERNING LAW

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

SECTION 20. NOTICE

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

SECTION 21. MERGER CLAUSE

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

SECTION 23. COUNTERPARTS

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

SECTION 24. RECITALS

The recitals to this Agreement are incorporated herein.

SECTION 25. EFFECTIVE DATE

The Effective Date of this Agreement, and the date that Solid Waste Services are to commence, is _____ day of _____, 202_.

Executed in single or multiple originals this _____ day of _____, 202_.

CONTRACTOR

TOWN OF POETRY, TEXAS

By: _____

By: _____

_____ its _____

Tara Senkevech, Mayor

Addresses:

ATTEST:

By: _____
Town Secretary



**Town of
Poetry**

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

Sales and Use Tax Revenue

(First Friday of each month)

Texas Comptroller Allocation

May-23	\$392.28
Jun-23	\$6,432.63
July-23	\$8,529.55
August-23	\$7,633.36
September-23	\$9,172.77
October-23	\$8,169.48
November-23	\$10,285.29
December-2023	\$8,982.72

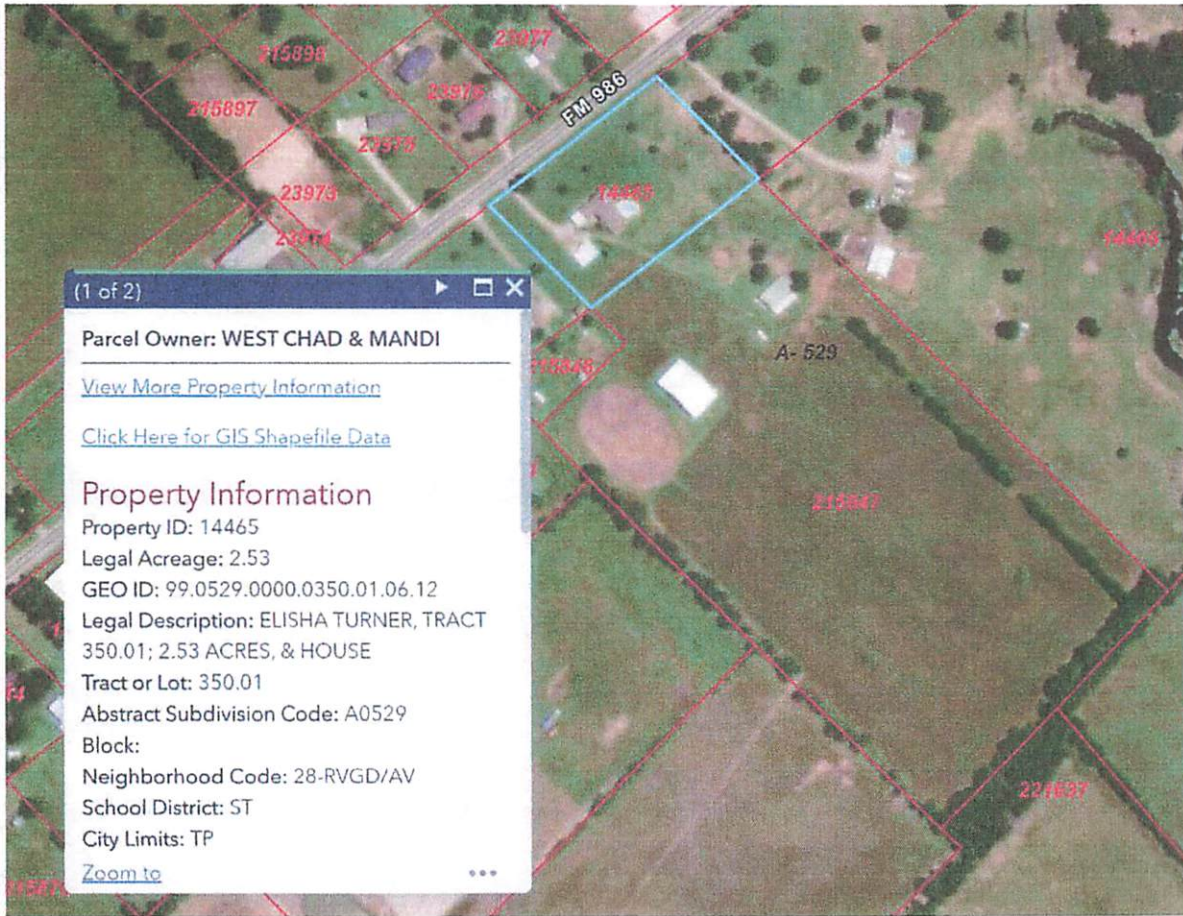
Total Allocation \$59,598.08

Property Details

Account		
Property ID:	14465	Geographic ID: 99.0529.0000.0350.01.06.12
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	19370 FM RD 986 TERRELL, TX 75160	
Map ID:	A4-D-1	Mapsco:
Legal Description:	ELISHA TURNER, TRACT 350.01; 2.53 ACRES. & HOUSE	
Abstract/Subdivision:	A0529 - ELISHA TURNER	
Neighborhood:	28-RVGD/AV	
Owner		
Owner ID:	189801	
Name:	WEST CHAD & MANDI	
Agent:	TARRANT PROPERTY TAX SERVICE (226314)	
Mailing Address:	19370 FM RD 986 TERRELL, TX 75160	
% Ownership:	100.0%	
Exemptions:	HS - HOMESTEAD For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	215847	Geographic ID: 99.0529.0000.0350.03.06.00
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	FM RD 986 TERRELL, TX 75160	
Map ID:	A4-D-1	Mapsco:
Legal Description:	ELISHA TURNER, TRACT 350.03; 16.234 ACRES. & BLDGS	
Abstract/Subdivision:	A0529 - ELISHA TURNER	
Neighborhood:	28-RVGD/AV	
Owner		
Owner ID:	189801	
Name:	WEST CHAD & MANDI	
Agent:	TARRANT PROPERTY TAX SERVICE (226314)	
Mailing Address:	19370 FM RD 986 TERRELL, TX 75160	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	



**PETITION FOR RELEASE OF AREA BY LANDOWNER OR RESIDENT
FROM EXTRATERRITORIAL JURISDICTION**

TO THE TOWN OF POETRY, TEXAS:

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

FACTUAL BACKGROUND

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

ARGUMENT AND AUTHORITY

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

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

5. As set forth below, Petitioners have satisfied the signature requirement described by Tex. Loc. Gov. Code Sec. 42.104(a) by submitting all of the required signatures not later than the 180th day after the date the first signature for the petition was obtained and such signatures are in writing, as required by Tex. Loc. Gov. Code Secs. 42.104(c) and (d).
6. The petition includes a map of the land to be released and describes the boundaries of the land to be released by lot and block numbers. See Tex. Loc. Gov. Code Sec. 42.104(d)(1) and (2). See also Exhibit. "A" all of the property owned by Petitioners and Exhibit "B" the property to be released and Exhibit. "C" map of area defined in Exhibit A and B, attached hereto.
7. The "area described by the petition" and "land to be released" as set forth herein is any part of the following property included within the Town of Poetry ETJ: (1) KCAD Property ID: 14465& 215847; Legal Acreage: 18.760; GEO ID: 99.0529.0000.0350.01.06.12 & 99.0529.0000.0350.03.06.00; Legal Description: Being all of Survey Plat 19370 FM 986, as recorded in E. Turner Survey, Abstract No. 529 and as more specifically described on Exhibits "A" and Exhibit "B" attached hereto and which are incorporated herein by reference. See also the map attached hereto as Exhibit. "C,"
8. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(a) Petitioners request this petition requesting removal shall be verified by the municipal secretary or other person responsible for verifying signatures.
9. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(b), Petitioners request the municipality to notify the residents and landowners of the results of the petition.
10. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(c), since the Petitioners have obtained the required number of signatures under Section 42.104, the aforementioned municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

Respectfully submitted,

Petitioner(s) Name:

Signature: [Signature]
DOB: _____

Date: 11/30/2023

Petitioner(s) Name:

Signature: Mandi West
DOB: _____

Date: 11/30/2023

Petitioner(s) home address

19370 FM 986
Poetry, Texas 75160

Phone number [Redacted]

Email
[Redacted]

CERTIFICATE OF SERVICE

This is to certify that on 30 day of November, 2023, a true and correct copy of the above and foregoing instrument was this date sent to the Town of Poetry, Texas via email to secretary@poetrytexas.org, The Mayor and all Town Councilmen.

Petitioners Name Mandi West

Petitioners Name Chad West

Exhibit A: PROPERTY DESCRIPTION

STATE OF TEXAS

KAUFMAN COUNTY

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE E. TURNER SURVEY, ABSTRACT NO. 529, KAUFMAN COUNTY, TEXAS, BEING THE TRACT OF LAND CONVEYED TO MICHAEL S. COLE AND LINDA L. COLE RECORDED IN VOLUME 1185, PAGE 92 REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE SOUTHEAST RIGHT-OF-WAY LINE OF F. M. ROAD 986, SAID POINT BEING THE MOST NORTHERLY WEST CORNER OF SAID COLE TRACT AND THE NORTH CORNER OF A TRACT OF LAND CONVEYED TO STANLEY AND [REDACTED] EWANIAK RECORDED IN VOLUME 1952, PAGE 461 OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS; THENCE NORTH 52 DEGREES 42 MINUTES 29 SECONDS EAST ALONG THE SOUTHEAST LINE OF SAID F. M. ROAD 986, A DISTANCE OF 405.47 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, THE NORTH CORNER OF HEREIN DESCRIBED TRACT AND THE WEST CORNER OF A TRACT OF LAND CONVEYED TO CRAIG M. IVEY RECORDED IN VOLUME 3307, PAGE 527 REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES 32 MINUTES 56 SECONDS EAST ALONG THE SOUTHWEST LINE OF SAID IVEY TRACT, A DISTANCE OF 1387.38 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, THE EAST CORNER OF HEREIN DESCRIBED TRACT AND THE SOUTH CORNER OF SAID IVEY TRACT, SAID POINT BEING IN THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO DAVID T. AND LINDA M. CUDIA RECORDED IN VOLUME 3800, PAGE 410 REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES 06 MINUTES 48 SECONDS WEST ALONG THE NORTHWEST LINE OF SAID CUDIA TRACT, A DISTANCE OF 630.28 FEET TO A 36 INCH TREE FOR CORNER, THE SOUTH CORNER OF HEREIN DESCRIBED TRACT AND THE MOST NORTHERLY EAST CORNER OF A TRACT OF LAND CONVEYED TO LYNDEL R. AND EVA RENFRO RECORDED IN VOLUME 1025, PAGE 585 REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE NORTH 44 DEGREES 33 MINUTES 18 SECONDS WEST ALONG THE NORTHEAST LINE OF SAID RENFRO TRACT, A DISTANCE OF 1086.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, THE MOST SOUTHERLY WEST CORNER OF HEREIN DESCRIBED TRACT AND THE SOUTH CORNER OF SAID EWANIAK TRACT;

THENCE NORTH 45 DEGREES 25 MINUTES 49 SECONDS EAST ALONG THE SOUTHEAST LINE OF SAID EWANIAK TRACT, A DISTANCE OF 227.97 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, THE EAST CORNER OF SAID EWANIAK TRACT, AN INNER ELL CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 44 DEGREES 32 MINUTES 38 SECONDS WEST ALONG THE NORTHEAST LINE OF SAID EWANIAK TRACT, A DISTANCE OF 367.19 FEET TO THE PLACE OF BEGINNING AND CONTAINING 817,190.278 SQUARE FEET OR 18.760 ACRES OF LAND.

EXHIBIT B: DESCRIPTION OF THE PORTION TO BE RELEASED

STATE OF TEXAS

KAUFMAN COUNTY

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE E. TURNER SURVEY, ABSTRACT NO. 529, KAUFMAN COUNTY, TEXAS, BEING THE TRACT OF LAND CONVEYED TO MICHAEL S. COLE AND LINDA L. COLE RECORDED IN VOLUME 1185, PAGE 92 REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR CORNER IN THE SOUTHEAST RIGHT-OF-WAY LINE OF F. M. ROAD 986, SAID POINT BEING THE MOST NORTHERLY WEST CORNER OF SAID COLE TRACT AND THE NORTH CORNER OF A TRACT OF LAND CONVEYED TO STANLEY AND RAYMONDA EWANIAK RECORDED IN VOLUME 1952, PAGE 461 OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS;
THENCE NORTH 52 DEGREES 42 MINUTES 29 SECONDS EAST ALONG THE SOUTHEAST LINE OF SAID F. M. ROAD 986, A DISTANCE OF 405.47 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, THE NORTH CORNER OF HEREIN DESCRIBED TRACT AND THE WEST CORNER OF A TRACT OF LAND CONVEYED TO CRAIG M. IVEY RECORDED IN VOLUME 3307, PAGE 527 REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS;**

THENCE SOUTH 44 DEGREES 32 MINUTES 56 SECONDS EAST ALONG THE SOUTHWEST LINE OF SAID IVEY TRACT, A DISTANCE OF 1387.38 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, THE EAST CORNER OF HEREIN DESCRIBED TRACT AND THE SOUTH CORNER OF SAID IVEY TRACT, SAID POINT BEING IN THE NORTHWEST LINE OF A TRACT OF LAND CONVEYED TO DAVID T. AND LINDA M. CUDIA RECORDED IN VOLUME 3600, PAGE 410 REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE SOUTH 44 DEGREES 08 MINUTES 48 SECONDS WEST ALONG THE NORTHWEST LINE OF SAID CUDIA TRACT, A DISTANCE OF 630.28 FEET TO A 36 INCH TREE FOR CORNER, THE SOUTH CORNER OF HEREIN DESCRIBED TRACT AND THE MOST NORTHERLY EAST CORNER OF A TRACT OF LAND CONVEYED TO LYNDEL R. AND EVA RENFRO RECORDED IN VOLUME 1025, PAGE 585 REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE NORTH 44 DEGREES 33 MINUTES 18 SECONDS WEST ALONG THE NORTHEAST LINE OF SAID RENFRO TRACT, A DISTANCE OF 1088.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, THE MOST SOUTHERLY WEST CORNER OF HEREIN DESCRIBED TRACT AND THE SOUTH CORNER OF SAID EWANIAK TRACT;

THENCE NORTH 45 DEGREES 25 MINUTES 49 SECONDS EAST ALONG THE SOUTHEAST LINE OF SAID EWANIAK TRACT, A DISTANCE OF 227.97 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, THE EAST CORNER OF SAID EWANIAK TRACT, AN INNER ELL CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 44 DEGREES 32 MINUTES 38 SECONDS WEST ALONG THE NORTHEAST LINE OF SAID EWANIAK TRACT, A DISTANCE OF 367.19 FEET TO THE PLACE OF BEGINNING AND CONTAINING 817,190.278 SQUARE FEET OR 18.760 ACRES OF LAND.

LESS AND EXCEPT

BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-1 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS", VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED AS THE MOST EASTERLY PORTION OF THE LOT.

2

Property Details		
Account		
Property ID:	221637	Geographic ID: 99.0529.0000.0455.07.06.00
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	CO RD 323 TX	
Map ID:	A4-D-3	Mapsco:
Legal Description:	ELISHA TURNER, TRACT 455.07: 17.332 ACRES	
Abstract/Subdivision:	A0529 - ELISHA TURNER	
Neighborhood:	28-001	
Owner		
Owner ID:	189801	
Name:	WEST CHAD & MANDI	
Agent:		
Mailing Address:	19370 FM RD 986 TERRELL, TX 75160	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	215851	Geographic ID: 99 0529.0000.0390.03.06.12
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	CO RD 323 TERRELL, TX 75160	
Map ID:	A4-D-3	Mapsc0:
Legal Description:	ELISHA TURNER, TRACT 390.03; 3.45 ACRES, & HOUSE	
Abstract/Subdivision:	A0529 - ELISHA TURNER	
Neighborhood:	28-001	
Owner		
Owner ID:	189801	
Name:	WEST CHAD & MANDI	
Agent:	TARRANT PROPERTY TAX SERVICE (226314)	
Mailing Address:	19370 FM RD 986 TERRELL, TX 75160	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Details

Account		
Property ID:	14473	Geographic ID: 99.0529.0000.0390.00.06.00
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	CO RD 323 TERRELL, TX 75160	
Map ID:	A4-D-3	Mapsc0:
Legal Description:	ELISHA TURNER, TRACT 390.00; 18.015 ACRES, & BLDGS	
Abstract/Subdivision:	A0529 - ELISHA TURNER	
Neighborhood:	28-001	
Owner		
Owner ID:	189801	
Name:	WEST CHAD & MANDI	
Agent:	TARRANT PROPERTY TAX SERVICE (226314)	
Mailing Address:	19370 FM RD 986 TERRELL, TX 75160	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	



(1 of 2) [Close] [Full Screen] [Layers]

Parcel Owner: WEST CHAD & MANDI

[View More Property Information](#)

[Click Here for GIS Shapefile Data](#)

Property Information

Property ID: 221637
Legal Acreage: 17.33
GEO ID: 99.0529.0000.0455.07.06.00
Legal Description: ELISHA TURNER, TRACT 455.07; 17.332 ACRES
Tract or Lot: 455.07
Abstract Subdivision Code: A0529
Block:
Neighborhood Code: 28-001
School District: ST
City Limits:

[Zoom to](#) [More Options]

THENCE, S40°30'00"E, ALONG THE WEST LINE OF SAID CUDA TRACT, A DISTANCE OF 1046.38 FEET TO THE POINT OF BEGINNING AND CONTAINING 754,994 SQUARE FEET OR 17.332 ACRES OF LAND.

LESS AND EXCEPT

BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-5 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS", VOL 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED AS THE MOST EASTERLY PORTION OF THE LOT.

Exhibit B: DESCRIPTION OF THE PORTION TO BE RELEASED

THIS PROPERTY HAS NO PORTION INSIDE THE TOWN AND SOLELY IN THE ETJ

STATE OF TEXAS

KAUFMAN COUNTY

BEING ALL OF THAT CERTAIN TRACT OF LAND SITUATED IN THE E. TURNER SURVEY, ABSTRACT NO. 529, KAUFMAN COUNTY, TEXAS, BEING PART OF CALLED 30.71 ACRE TRACT DESCRIBED IN GENERAL WARRANTY DEED TO MARGARET ROYSE, TRUSTEE OF THE ROYSE FAMILY TRUST; and RITA ANN ROYSE SCOTT, TRUSTEE OF THE ROYSE FAMILY TRUST AS RECORDED IN VOLUME 2436, PAGE 265, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING ALL OF A CALLED 17.334 ACRE TRACT DESCRIBED IN WARRANTY DEED TO TIMOTHY ROYSE AS RECORDED IN VOLUME 7449, PAGE 486, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BY CORRECTION INSTRUMENT, RECORDED IN VOLUME 7505, PAGE 599, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE PROJECTION POINT FOR THE CENTERLINE OF COUNTY ROAD No. 323, (A PUBLIC RIGHT-OF-WAY), MARKING THE SOUTHWEST CORNER OF A TRACT OF LAND WITH A SAVE AND EXCEPT TRACT AS DESCRIBED IN DEED TO DAVID D. CUDA AND LINDA M. CUDA RECORDED IN VOLUME 3600, PAGE 410, DEED RECORDS, KAUFMAN COUNTY, TEXAS, ALSO MARKING THE NORTHEAST CORNER OF THE SAID SAVE AND EXCEPT TRACT REMAINING TO TOMMY HUBBARD AND DEBBIE HUBBARD AS DESCRIBED IN VOLUME 3600, PAGE 410, DEED RECORDS, KAUFMAN COUNTY, TEXAS, ALSO MARKING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CASANDRA LEE KEYS AS RECORDED IN VOLUME 6079, PAGE 327, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE, S41°44'15"W, ALONG THE CENTERLINE OF SAID COUNTY ROAD, A DISTANCE OF 302.08 FEET TO A 1/2 INCH IRON ROD FOUND IN THE CENTERLINE OF SAID COUNTY ROAD 323 AT A BEND IN THE ROAD, ALSO BEING IN THE NORTH LINE OF THE SAID KEYS TRACT;

THENCE, S33°48'40"W, CONTINUING ALONG THE CENTERLINE OF SAID COUNTY ROAD 323, A DISTANCE OF 301.19 FEET TO A POINT FOR CORNER, ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO WESLEY G. PATTON AND DEBORAH T. PATTON RECORDED IN VOLUME 2634, PAGE 240, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND FROM WHICH A WOODEN FENCE POST BEARS 70°58'22"E, A DISTANCE OF 19.31 FEET FOR REFERENCE;

THENCE, N49°29'28"W, DEPARTING THE CENTERLINE OF SAID COUNTY ROAD 323, ACROSS THE SAID ROYSE TRUST TRACT, A DISTANCE OF 708.20 FEET TO A WOODEN FENCE POST FOR CORNER;

THENCE, N85°53'25"W, ACROSS THE ROSE TRUST TRACT, A DISTANCE OF 472.31 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, ALSO MARKING THE NORTH EAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO BRIAN S. VINSON RECORDED IN VOLUME 4823, PAGE 494, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LYNDEL R. RENFRO and EVA RENFRO AS RECORDED IN VOLUME 1025, PAGE 585, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE, N44°55'09"E, ALONG THE SOUTHEASTERLY LINE OF THE SAID RENFRO TRACT, A DISTANCE OF 727.44 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER ALSO MARKING THE SOUTHEAST CORNER OF THE SAID RENFRO TRACT;

THENCE, N44°35'47"W, ALONG THE EASTERLY LINE OF SAID RENFRO TRACT, A DISTANCE OF 44.07 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, ALSO MARKING THE SOUTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CHAD WEST AND MANDI WEST RECORDED IN VOLUME 4435, PAGE 340, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE, N43°04'48"E, ALONG THE SOUTH LINE OF SAID CHAD AND MANDI WEST TRACT, A DISTANCE OF 316.22 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, ALSO, ALSO MARKING THE NORTHWEST CORNER OF THE SAID CUDA TRACT, AND BEING IN THE SOUTH LINE OF SAID WEST TRACT;

Exhibit A: PROPERTY DESCRIPTION

STATE OF TEXAS

KAUFMAN COUNTY

BEING ALL OF THAT CERTAIN TRACT OF LAND SITUATED IN THE E. TURNER SURVEY, ABSTRACT NO. 529, KAUFMAN COUNTY, TEXAS, BEING PART OF CALLED 30.71 ACRE TRACT DESCRIBED IN GENERAL WARRANTY DEED TO MARGARET ROYSE, TRUSTEE OF THE ROYSE FAMILY TRUST; and RITA ANN ROYSE SCOTT, TRUSTEE OF THE ROYSE FAMILY TRUST AS RECORDED IN VOLUME 2499, PAGE 265, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING ALL OF A CALLED 1.52 ACRE TRACT DESCRIBED IN WARRANTY DEED TO TIMOTHY ROYSE AS RECORDED IN VOLUME 7449, PAGE 486, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BY CORRECTION INSTRUMENT, RECORDED IN VOLUME 7505, PAGE 599, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE PROJECTION POINT FOR THE CENTERLINE OF COUNTY ROAD No. 323, (A PUBLIC RIGHT-OF-WAY), MARKING THE SOUTHWEST CORNER OF A TRACT OF LAND WITH A SAVE AND EXCEPT TRACT AS DESCRIBED IN DEED TO DAVID D. CUDAS AND LINDA M. CUDAS RECORDED IN VOLUME 3800, PAGE 410, DEED RECORDS, KAUFMAN COUNTY, TEXAS, ALSO MARKING THE NORTHEAST CORNER OF THE SAID SAVE AND EXCEPT TRACT REMAINING TO TOMMY HUBBARD AND DEBBIE HUBBARD AS DESCRIBED IN VOLUME 3800, PAGE 410, DEED RECORDS, KAUFMAN COUNTY, TEXAS, ALSO MARKING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CASANDRA LEE KEYS AS RECORDED IN VOLUME 3072, PAGE 327, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE, S41°44'15"W, ALONG THE CENTERLINE OF SAID COUNTY ROAD, A DISTANCE OF 302.08 FEET TO A 1/2 INCH IRON ROD FOUND IN THE CENTERLINE OF SAID COUNTY ROAD 323 AT A BEND IN THE ROAD, ALSO BEING IN THE NORTH LINE OF THE SAID KEYS TRACT;

THENCE, S33°48'40"W, CONTINUING ALONG THE CENTERLINE OF SAID COUNTY ROAD 323, A DISTANCE OF 301.19 FEET TO A POINT FOR CORNER, ALSO BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO WESLEY G. PATTON AND DEBORAH T. PATTON RECORDED IN VOLUME 2634, PAGE 240, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND FROM WHICH A WOODEN FENCE POST BEARS 70°58'22"E, A DISTANCE OF 19.31 FEET FOR REFERENCE;

THENCE, N49°29'28"W, DEPARTING THE CENTERLINE OF SAID COUNTY ROAD 323, ACROSS THE SAID ROYSE TRUST TRACT, A DISTANCE OF 708.20 FEET TO A WOODEN FENCE POST FOR CORNER;

THENCE, N85°53'25"W, ACROSS THE ROSE TRUST TRACT, A DISTANCE OF 472.31 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, ALSO MARKING THE NORTH EAST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO BRIAN S. VINSON RECORDED IN VOLUME 4823, PAGE 494, DEED RECORDS, KAUFMAN COUNTY, TEXAS, AND BEING IN THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LYNDEL R. RENFRO and EVA RENFRO AS RECORDED IN VOLUME 1025, PAGE 585, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE, N44°55'09"E, ALONG THE SOUTHEASTERLY LINE OF THE SAID RENFRO TRACT, A DISTANCE OF 727.44 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER ALSO MARKING THE SOUTHEAST CORNER OF THE SAID RENFRO TRACT;

THENCE, N44°35'47"W, ALONG THE EASTERLY LINE OF SAID RENFRO TRACT, A DISTANCE OF 44.07 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, ALSO MARKING THE SOUTHWESTERLY CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CHAD WEST AND MANDI WEST RECORDED IN VOLUME 4435, PAGE 340, DEED RECORDS, KAUFMAN COUNTY, TEXAS;

THENCE, N43°04'48"E, ALONG THE SOUTH LINE OF SAID CHAD AND MANDI WEST TRACT, A DISTANCE OF 316.22 FEET TO A 3/8 INCH IRON ROD FOUND FOR CORNER, ALSO, ALSO MARKING THE NORTHWEST CORNER OF THE SAID CUDAS TRACT, AND BEING IN THE SOUTH LINE OF SAID WEST TRACT;

THENCE, S40°30'00"E, ALONG THE WEST LINE OF SAID CUDAS TRACT, A DISTANCE OF 1046.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 754,994 SQUARE FEET OR 17.332 ACRES OF LAND.

Respectfully submitted,

Petitioner(s) Name: _____
Signature: Chad West
DOB: _____

Date: 11/30/2023

Petitioner(s) Name: _____
Signature: Mandi West
DOB: _____

Date: 11/30/2023

Petitioner(s) home address

19370 FM 986
Poetry, Texas 75160

Phone number: _____

Email: _____

CERTIFICATE OF SERVICE

This is to certify that on 30 day of November, 2023, a true and correct copy of the above and foregoing instrument was this date sent to the Town of Poetry, Texas via email to secretary@poetrytexas.org, The Mayor and all Town Councilmen.

Petitioners Name MANDI WEST

Petitioners Name CHAD WEST

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

5. As set forth below, Petitioners have satisfied the signature requirement described by Tex. Loc. Gov. Code Sec. 42.104(a) by submitting all of the required signatures not later than the 180th day after the date the first signature for the petition was obtained and such signatures are in writing, as required by Tex. Loc. Gov. Code Secs. 42.104(c) and (d).
6. The petition includes a map of the land to be released and describes the boundaries of the land to be released by lot and block numbers. See Tex. Loc. Gov. Code Sec. 42.104(d)(1) and (2). See also Exhibit. "A" all of the property owned by Petitioners and Exhibit "B" the property to be released and Exhibit. "C" map of area defined in Exhibit A and B, attached hereto.
7. The "area described by the petition" and "land to be released" as set forth herein is any part of the following property included within the Town of Poetry ETJ: (1) KCAD Property ID: 221637; Legal Acreage: 17.330; GEO ID: 99.0529.0000.0455.07.06.00; Legal Description: Being Part of the E Turner Survey A-529, as recorded in E. Turner Survey, Abstract No. 529 and as more specifically described on Exhibits "A" and Exhibit "B" attached hereto and which are incorporated herein by reference. See also the map attached hereto as Exhibit. "C,"
8. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(a) Petitioners request this petition requesting removal shall be verified by the municipal secretary or other person responsible for verifying signatures.
9. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(b), Petitioners request the municipality to notify the residents and landowners of the results of the petition.
10. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(c), since the Petitioners have obtained the required number of signatures under Section 42.104, the aforementioned municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

**PETITION FOR RELEASE OF AREA BY LANDOWNER OR RESIDENT
FROM EXTRATERRITORIAL JURISDICTION**

TO THE TOWN OF POETRY, TEXAS:

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

FACTUAL BACKGROUND

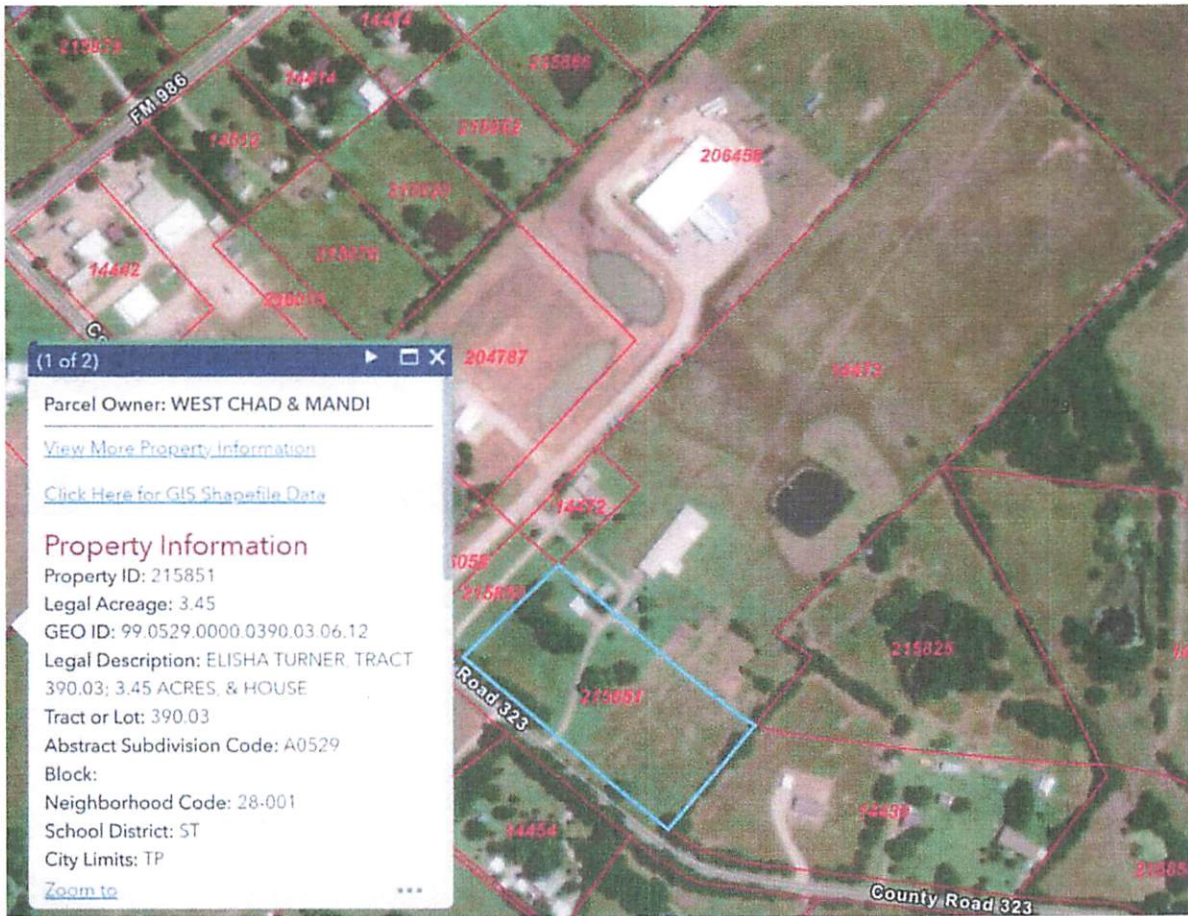
Petitioners aver that they: (a) are all of the residents of the area described by the Petition in the Town of Poetry's extraterritorial jurisdiction; (b) are the owners of the majority in value of such area consisting of one lot in the Town of Poetry's extraterritorial jurisdiction; and (c) constitute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

ARGUMENT AND AUTHORITY

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

Property Details		
Account		
Property ID:	215851	Geographic ID: 99.0529.0000.0390.03.06.12
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	CO RD 323 TERRELL, TX 75160	
Map ID:	A4-D-3	Mapsco:
Legal Description:	ELISHA TURNER, TRACT 390.03; 3.45 ACRES, & HOUSE	
Abstract/Subdivision:	A0529 - ELISHA TURNER	
Neighborhood:	28-001	
Owner		
Owner ID:	189801	
Name:	WEST CHAD & MANDI	
Agent:	TARRANT PROPERTY TAX SERVICE (226314)	
Mailing Address:	19370 FM RD 986 TERRELL, TX 75160	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Details		
Account		
Property ID:	14473	Geographic ID: 99.0529.0000.0390.00.06.00
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:	CO RD 323 TERRELL, TX 75160	
Map ID:	A4-D-3	Mapsco:
Legal Description:	ELISHA TURNER, TRACT 390.00; 18.015 ACRES, & BLDGS	
Abstract/Subdivision:	A0529 - ELISHA TURNER	
Neighborhood:	28-001	
Owner		
Owner ID:	189801	
Name:	WEST CHAD & MANDI	
Agent:	TARRANT PROPERTY TAX SERVICE (226314)	
Mailing Address:	19370 FM RD 986 TERRELL, TX 75160	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	



SOUTH CORNER OF SAID WEST TRACT AND THE APPARENT MOST NORTHERLY WEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO MARGRET ROYSE AND RITA ANNE ROYSE SCOTT, RECORDED IN VOLUME 2436, PAGE 265, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS;
THENCE SOUTH 44 DEGREES 21 MINUTES 58 SECONDS EAST, ALONG THE RECOGNIZED MOST NORTHERLY NORTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST NORTHERLY SOUTHWEST LINE OF SAID ROYSE/SCOTT TRACT, A DISTANCE OF 44.01 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY EAST CORNER OF SAID RENFRO TRACT AND THE APPARENT INNER ELL CORNER OF SAID ROYSE/SCOTT TRACT;

THENCE SOUTH 45 DEGREES 04 MINUTES 16 SECONDS WEST, ALONG THE RECOGNIZED MOST NORTHERLY SOUTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST SOUTHERLY NORTHWEST LINE OF SAID ROYSE/SCOTT TRACT, A DISTANCE OF 727.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE APPARENT MOST SOUTHERLY WEST CORNER OF SAID ROYSE/SCOTT TRACT AND THE APPARENT NORTH CORNER OF SAID VINSON TRACT;

THENCE SOUTH 45 DEGREES 55 MINUTES 10 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST NORTHERLY NORTHWEST LINE OF SAID VINSON TRACT, A DISTANCE OF 494.45 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID RENFRO TRACT AND THE APPARENT MOST NORTHERLY WEST CORNER OF SAID VINSON TRACT;

THENCE SOUTH 54 DEGREES 56 MINUTES 57 SECONDS EAST, ALONG THE RECOGNIZED MOST SOUTHERLY NORTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST NORTHERLY SOUTHWEST LINE OF SAID VINSON TRACT, A DISTANCE OF 94.82 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST SOUTHERLY EAST CORNER OF SAID RENFRO TRACT AND THE APPARENT INNER ELL CORNER OF SAID VINSON TRACT;

THENCE SOUTH 39 DEGREES 52 MINUTES 40 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST SOUTHERLY NORTHWEST LINE OF SAID VINSON TRACT, A DISTANCE OF 499.55 FEET TO THE PLACE OF BEGINNING AND CONTAINING 935,013.23 SQ. FT. OR 21.465 ACRES OF LAND.

LESS AND EXCEPT

BEING ALL OF THAT TRACT OF LAND IN KAUFMAN COUNTY, TEXAS AND A PART OF PLAT TRACT K-5 AS DEFINED IN "AN ORDER FOR THE INCORPORATION OF THE TOWN OF POETRY, TEXAS", VOL. 2020 PAGE 20915 OF THE REAL PROPERTY RECORDS OF HUNT COUNTY, TEXAS AND MORE SPECIFICALLY DESCRIBED AS THE MOST EASTERLY PORTION OF THE LOT.

EXHIBIT B: DESCRIPTION OF THE PORTION TO BE RELEASED

STATE OF TEXAS

KAUFMAN COUNTY

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN E. TURNER SURVEY, ABSTRACT NO. 529, KAUFMAN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO LYNDEL R. AND EVA L. RENFRO, RECORDED IN VOLUME 1025, PAGE 585, REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER NEAR THE CENTER OF COUNTY ROAD 232 AND IN THE APPARENT NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO JERRY JORDAN, RECORDED IN DOCUMENT NO. 2015-0023461, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF SAID RENFRO TRACT AND THE APPARENT MOST SOUTHERLY WEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO BRIAN S. VINSON, RECORDED IN DOCUMENT NO. 2015-0012511, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR WITNESS BEARS NORTH 39 DEGREES 52 MINUTES 40 SECONDS EAST - 32.57 FEET;

THENCE NORTH 50 DEGREES 45 MINUTES 26 SECONDS WEST, WITHIN SAID COUNTY ROAD 323, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID RENFRO TRACT AND THE APPARENT NORTHEAST LINE OF SAID JORDAN TRACT, A DISTANCE OF 314.95 FEET TO A POINT FOR ANGLE;

THENCE NORTH 48 DEGREES 55 MINUTES 23 SECONDS WEST, WITHIN SAID COUNTY ROAD 323, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID RENFRO TRACT AND THE APPARENT NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LORI D. EDWARDS, RECORDED IN DOCUMENT NO. 2011-0012282, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, A DISTANCE OF 238.58 FEET TO A POINT FOR CORNER NEAR THE CENTER OF SAID COUNTY ROAD 232, IN THE RECOGNIZED SOUTHWEST LINE OF SAID RENFRO TRACT AND IN THE APPARENT NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO DELANEE CLARK, RECORDED IN DOCUMENT NO. 2020-0033755, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, SAID POINT BEING THE MOST SOUTHERLY WEST CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR WITNESS BEARS NORTH 44 DEGREES 37 MINUTES 27 SECONDS EAST - 30.00 FEET;

THENCE NORTH 44 DEGREES 37 MINUTES 27 SECONDS EAST, OVER AND UPON SAID RENFRO TRACT, A DISTANCE OF 543.83 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER, SAID POINT BEING THE INNER ELL CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 49 DEGREES 09 MINUTES 36 SECONDS WEST, OVER AND UPON SAID RENFRO TRACT, A DISTANCE OF 120.47 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER IN THE APPARENT SOUTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LONGHORN ORGANICS, LIC, RECORDED IN DOCUMENT NO. 2019-0032262, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, SAID POINT BEING THE MOST NORTHERLY WEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 44 DEGREES 37 MINUTES 27 SECONDS EAST, ALONG THE APPARENT SOUTHEAST LINE OF SAID LONGHORN TRACT, A DISTANCE OF 1214.19 FEET TO A POINT FOR CORNER IN THE BASE OF A PIPE RAIL FENCE CORNER, THE RECOGNIZED NORTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT SOUTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CHAD AND MANDI WEST, RECORDED IN DOCUMENT NO. 2013-0017779, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, SAID POINT BEING

THENCE SOUTH 45 DEGREES 55 MINUTES 10 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHEAST THE APPARENT EAST CORNER OF SAID LONGHORN TRACT AND THE NORTH CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A PIPE FENCE RAIL CORNER FOR WITNESS BEARS SOUTH 44 DEGREES 37 MINUTES 27 SECONDS WEST - 0.5 FEET;
THENCE SOUTH 45 DEGREES 10 MINUTES 52 SECONDS EAST, ALONG THE RECOGNIZED NORTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT SOUTHWEST LINE OF SAID WEST TRACT, A DISTANCE OF 507.88 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE APPARENT

SOUTH CORNER OF SAID WEST TRACT AND THE APPARENT MOST NORTHERLY WEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO MARGRET ROYSE AND RITA ANNE ROYSE SCOTT, RECORDED IN VOLUME 2436, PAGE 265, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS;
THENCE SOUTH 44 DEGREES 21 MINUTES 58 SECONDS EAST, ALONG THE RECOGNIZED MOST NORTHERLY NORTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST NORTHERLY SOUTHWEST LINE OF SAID ROYSE/SCOTT TRACT, A DISTANCE OF 44.01 FEET TO A 1/2 INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST NORTHERLY EAST CORNER OF SAID RENFRO TRACT AND THE APPARENT INNER ELL CORNER OF SAID ROYSE/SCOTT TRACT;

THENCE SOUTH 45 DEGREES 04 MINUTES 16 SECONDS WEST, ALONG THE RECOGNIZED MOST NORTHERLY SOUTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST SOUTHERLY NORTHWEST LINE OF SAID ROYSE/SCOTT TRACT, A DISTANCE OF 727.03 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE APPARENT MOST SOUTHERLY WEST CORNER OF SAID ROYSE/SCOTT TRACT AND THE APPARENT NORTH CORNER OF SAID VINSON TRACT;

THENCE SOUTH 45 DEGREES 55 MINUTES 10 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST NORTHERLY NORTHWEST LINE OF SAID VINSON TRACT, A DISTANCE OF 494.45 FEET TO A 1/2 INCH IRON ROD SET FOR CORNER, SAID POINT BEING A RECOGNIZED INNER ELL CORNER OF SAID RENFRO TRACT AND THE APPARENT MOST NORTHERLY WEST CORNER OF SAID VINSON TRACT;

THENCE SOUTH 54 DEGREES 56 MINUTES 57 SECONDS EAST, ALONG THE RECOGNIZED MOST SOUTHERLY NORTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST NORTHERLY SOUTHWEST LINE OF SAID VINSON TRACT, A DISTANCE OF 94.82 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER, SAID POINT BEING THE RECOGNIZED MOST SOUTHERLY EAST CORNER OF SAID RENFRO TRACT AND THE APPARENT INNER ELL CORNER OF SAID VINSON TRACT;

THENCE SOUTH 39 DEGREES 52 MINUTES 40 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT MOST SOUTHERLY NORTHWEST LINE OF SAID VINSON TRACT, A DISTANCE OF 499.55 FEET TO THE PLACE OF BEGINNING AND CONTAINING 935,013.23 SQ. FT. OR 21.465 ACRES OF LAND.

Exhibit A: PROPERTY DESCRIPTION

STATE OF TEXAS

KAUFMAN COUNTY

BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN E. TURNER SURVEY, ABSTRACT NO. 529, KAUFMAN COUNTY, TEXAS, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN DEED TO LYNDEL R. AND EVA L. RENFRO, RECORDED IN VOLUME 1025, PAGE 585, REAL PROPERTY RECORDS, KAUFMAN COUNTY, TEXAS AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT FOR CORNER NEAR THE CENTER OF COUNTY ROAD 232 AND IN THE APPARENT NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO JERRY JORDAN, RECORDED IN DOCUMENT NO. 2015-0023461, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, SAID POINT BEING THE RECOGNIZED SOUTH CORNER OF SAID RENFRO TRACT AND THE APPARENT MOST SOUTHERLY WEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO BRIAN S. VINSON, RECORDED IN DOCUMENT NO. 2015-0012511, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, FROM WHICH A 1/2 INCH IRON ROD FOUND FOR WITNESS BEARS NORTH 39 DEGREES 52 MINUTES 40 SECONDS EAST - 32.57 FEET;

THENCE NORTH 50 DEGREES 45 MINUTES 26 SECONDS WEST, WITHIN SAID COUNTY ROAD 323, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID RENFRO TRACT AND THE APPARENT NORTHEAST LINE OF SAID JORDAN TRACT, A DISTANCE OF 314.95 FEET TO A POINT FOR ANGLE;

THENCE NORTH 48 DEGREES 55 MINUTES 23 SECONDS WEST, WITHIN SAID COUNTY ROAD 323, ALONG THE RECOGNIZED SOUTHWEST LINE OF SAID RENFRO TRACT AND THE APPARENT NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LORI D. EDWARDS, RECORDED IN DOCUMENT NO. 2011-0012282, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, A DISTANCE OF 236.56 FEET TO A POINT FOR CORNER NEAR THE CENTER OF SAID COUNTY ROAD 232, IN THE RECOGNIZED SOUTHWEST LINE OF SAID RENFRO TRACT AND IN THE APPARENT NORTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO DELANEE CLARK, RECORDED IN DOCUMENT NO. 2020-0033755, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, SAID POINT BEING THE MOST SOUTHERLY WEST CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR WITNESS BEARS NORTH 44 DEGREES 37 MINUTES 27 SECONDS EAST - 30.00 FEET;

THENCE NORTH 44 DEGREES 37 MINUTES 27 SECONDS EAST, OVER AND UPON SAID RENFRO TRACT, A DISTANCE OF 543.83 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER, SAID POINT BEING THE INNER ELL CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 49 DEGREES 09 MINUTES 36 SECONDS WEST, OVER AND UPON SAID RENFRO TRACT, A DISTANCE OF 120.47 FEET TO A 1/2 INCH IRON ROD SET WITH YELLOW CAP STAMPED BG&A RPLS 5569 FOR CORNER IN THE APPARENT SOUTHEAST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO LONGHORN ORGANICS, LIC, RECORDED IN DOCUMENT NO. 2019-0032262, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, SAID POINT BEING THE MOST NORTHERLY WEST CORNER OF HEREIN DESCRIBED TRACT;

THENCE NORTH 44 DEGREES 37 MINUTES 27 SECONDS EAST, ALONG THE APPARENT SOUTHEAST LINE OF SAID LONGHORN TRACT, A DISTANCE OF 1214.19 FEET TO A POINT FOR CORNER IN THE BASE OF A PIPE RAIL FENCE CORNER, THE RECOGNIZED NORTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT SOUTHWEST LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CHAD AND MANDI WEST, RECORDED IN DOCUMENT NO. 2013-0017779, OFFICIAL PUBLIC RECORDS, KAUFMAN COUNTY, TEXAS, SAID POINT BEING

THENCE SOUTH 45 DEGREES 55 MINUTES 10 SECONDS WEST, ALONG THE RECOGNIZED MOST SOUTHERLY SOUTHEAST THE APPARENT EAST CORNER OF SAID LONGHORN TRACT AND THE NORTH CORNER OF HEREIN DESCRIBED TRACT, FROM WHICH A PIPE FENCE RAIL CORNER FOR WITNESS BEARS SOUTH 44 DEGREES 37 MINUTES 27 SECONDS WEST - 0.5 FEET;
THENCE SOUTH 45 DEGREES 10 MINUTES 52 SECONDS EAST, ALONG THE RECOGNIZED NORTHEAST LINE OF SAID RENFRO TRACT AND THE APPARENT SOUTHWEST LINE OF SAID WEST TRACT, A DISTANCE OF 507.88 FEET TO A 1/2 INCH IRON ROD FOUND FOR ANGLE POINT, SAID POINT BEING THE APPARENT

Respectfully submitted,

Petitioner(s) Name: _____
Signature: Chad West
DOB: _____

Date: 11/30/2023

Petitioner(s) Name: _____
Signature: Mandi West
DOB: _____

Date: 11/30/2023

Petitioner(s) home address

19370 FM 986
Poetry, Texas 75160

Phone number: _____

Email: _____

CERTIFICATE OF SERVICE

This is to certify that on 30 day of November, 2023, a true and correct copy of the above and foregoing instrument was this date sent to the Town of Poetry, Texas via email to secretary@poetrytexas.org, The Mayor and all Town Councilmen.

Petitioners Name Mandi West

Petitioners Name Chad West

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

5. As set forth below, Petitioners have satisfied the signature requirement described by Tex. Loc. Gov. Code Sec. 42.104(a) by submitting all of the required signatures not later than the 180th day after the date the first signature for the petition was obtained and such signatures are in writing, as required by Tex. Loc. Gov. Code Secs. 42.104(c) and (d).
6. The petition includes a map of the land to be released and describes the boundaries of the land to be released by lot and block numbers. See Tex. Loc. Gov. Code Sec. 42.104(d)(1) and (2). See also Exhibit "A" all of the property owned by Petitioners and Exhibit "B" the property to be released and Exhibit "C" map of area defined in Exhibit A and B, attached hereto.
7. The "area described by the petition" and "land to be released" as set forth herein is any part of the following property included within the Town of Poetry ETJ: (1) KCAD Property ID: 215851& 14473; Legal Acreage: 21.47; GEOID: 99.0529.0000.0390.03.06.12 & 99.0529.0000.0390.00.06.00; Legal Description: Being all of Survey Plat 5771 County Road 323, as recorded in E. Turner Survey, Abstract No. 529 and as more specifically described on Exhibits "A" and Exhibit "B" attached hereto and which are incorporated herein by reference. See also the map attached hereto as Exhibit. "C,"
8. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(a) Petitioners request this petition requesting removal shall be verified by the municipal secretary or other person responsible for verifying signatures.
9. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(b), Petitioners request the municipality to notify the residents and landowners of the results of the petition.
10. Pursuant to Tex. Loc. Gov. Code Sec. 42.105(c), since the Petitioners have obtained the required number of signatures under Section 42.104, the aforementioned municipality shall immediately release the area from the municipality's extraterritorial jurisdiction.

**PETITION FOR RELEASE OF AREA BY LANDOWNER OR RESIDENT
FROM EXTRATERRITORIAL JURISDICTION**

TO THE TOWN OF POETRY, TEXAS:

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

FACTUAL BACKGROUND

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

ARGUMENT AND AUTHORITY

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



Statement of Qualifications for
ENGINEERING and
ARCHITECTURAL SERVICES

PARTNERING FIRMS

SC Architecture
Shipp Engineering Services

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Company Profile

Exceed Engineering is a multi-state registered design firm established in 2016 to provide specialized multi-professional design services. With two locations in East Texas, Exceed has experienced rapid growth in response to our innovative approach combining architectural, engineering and construction services. Our portfolio of projects includes K-12 education, churches, recreational facilities, government, industrial, corporate and commercial, retail, and healthcare. We are committed to develop practical, technically reliable and cost-effective project solutions for our clients.



OUR SERVICES

Preliminary Phase

- Preliminary Design and Budget Preparation
- Engineering Feasibility Report
- Surveying and 3-D Scanning
- Geotechnical Investigation
- Permitting

Design Phase

- Design Drawing Preparation and Specification
- Plan Reviews and Regulatory
- Client Correspondence
- Update Project Budget

Bid Phase

- Contract Bid Documents Preparation
- Newspaper Publication Submittal
- Notifications to Qualified Contractors, Suppliers and Plan Rooms
- Bid Documents Distribution
- Bid Opening
- Low Bidder Reference Check

Construction Phase

- Preconstruction Conference
- Construction Contract Administration
- On-site Representation
- Site Visits
- Close-Out Documentations, including Record Drawings
- O&M Manual Preparation

Exceeding Client Expectations.

Offering professional service and engineering that exceeds the quality, economic and deadline requirements of each individual project.

Technology

AutoCAD
AutoCAD Architectural
AutoCAD Civil 3D
AutoCAD MEP
AutoDesk Storm and Sanitary
AutoDesk Recap
BlueBeam
Hilti Profis
MS Office Suite
MS Project
Revit
Risa 3D

OUR CORE TEAM



Ray M. Thomas

Owner/Registered Professional Engineer

Ray Thomas is co-owner of Exceed Engineering, LLC. Ray is a graduate from University of Texas at Tyler with a Bachelor of Science in Civil Engineering. He has 15 years of experience in project management, civil-structural engineering and design. Ray has engineered schools, commercial buildings, Petro/chemical and agricultural structures and industrial projects of many types.



Ray D. Brumley

Owner/Project Manager

Ray Brumley is co-owner of Exceed Engineering, LLC. Ray serves as Project Manager, Production Manager and Construction Manager. He has over 33 years of experience in most all areas of the design and construction industry. His background includes the design, bid, and development of educational, commercial, industrial, municipal and residential projects.

Eric Roberts

Registered Professional Engineer, Project Manager

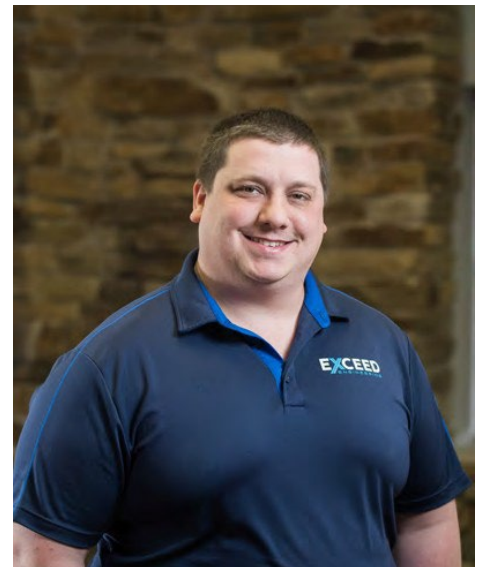
Eric Roberts has over 11 years of experience spanning mechanical design and design specification engineering and project management. Projects include Petro/chemical upstream facilities, schools, office buildings, industrial buildings, industrial HVAC, commercial kitchens and manufacturing facilities. Eric received his Bachelor of Science in Mechanical Engineering from the University of Texas at Tyler. He joined the Exceed team in 2021 after working extensively with the company in a consulting capacity.



Matt Taylor

Registered Professional Engineer, Civil and Structural

Matt Taylor is a graduate from the University of Texas at Tyler with a Bachelor of Science in Civil Engineering. He has 8 years of experience in structural engineering and design and has worked on residential, commercial and industrial projects of various sizes. Matt has been an engineer with Exceed Engineering since 2018 where he has widely focused his efforts in structural engineering including foundation design and wood and steel frame construction. Matt has also been integral in assisting with management and design review of Exceed's Engineers in Training program.



Shelby Knight-Eskandani

Engineer in Training (EIT)

Shelby Knight-Eskandani has an Associates of Business Administration from Tyler Junior College and a Bachelor of Science in Civil Engineering from the University of Texas at Tyler. In her role as an Engineer in Training, Shelby has assisted in the design of foundations, retaining walls, wood framing design and steel design. Relevant municipal projects include a Troup Hwy Valve House Roof and Platform for City of Tyler, Longview City wide Parks Improvements and the City of Palestine Water Treatment Plant Improvements.





SC Architecture-Gator Waders Headquarters



SC Architecture-Zippy J's Convenience Stores



SC Architecture-Smith County Children's Advocacy Center

Quality Assurance

Exceed Engineering prioritizes high quality engineering design and construction. Our engineering team tracks professional development hours to stay compliant with licensing regulations and the firm carries \$2,000,000 professional liability insurance. Designs are peer reviewed and every drawing package undergoes senior level engineering review prior to being issued for construction. Client reviews are conducted at 30/60/90 percent complete intervals to keep the client abreast of progress and discuss desired adjustments to the scope.

Exceed has never had a claim filed against our "Professional Error and Omissions" insurance.

Consultants

Consultant relationships are integral to our company's success. Exceed partners with professional architects, **SC Architecture** (see photos above) as well as outside registered engineers, surveyors, geotechnical engineers and landscape designers. Communication with consultants is priority for understanding clients' vision for the current work as well as needs and goals for future expansion. Communication continues throughout the project as needs evolve and effective, affordable design alternatives are offered.

Exceed Engineering is a multi-discipline design firm that provides engineering and architectural services to municipalities, state agencies and the private sector.

Innovative Solutions

Engineers are born problem-solvers and try to look at every project from multiple angles to determine the best course of action. Innovative solutions come from experience and testing. Familiarity with the materials, working many years across multiple site locations and with varied soil structures helps Exceed to create stable and safe structures for our clients. Listening to the needs of clients can bring about a new approach to problems that arise.

Options are an important part of addressing budgetary concerns. While engineers may have a reputation of putting function over form, we have found that partnering with architectural consultants has improved our form and allows us to create designs that are both economical and attractive.

Our affiliate firm, **RDR Construction**, allows us to frequently be directly involved in the construction of our engineered designs. This has led to tremendous growth in our understanding of how engineered designs do not stand alone on paper but come to life in the field.

Value Engineering

Value engineering is a combination of function and cost. Gathering information takes place at the beginning of a project prior to design. Functional analysis identifies the goals of the project and subsequent generating of alternative solutions adds value. These creative ideas have to be evaluated and presented clearly to stakeholders for the process of value engineering to be complete. Exceed uses experience, best management practices and industry standards to produce consistent value for our clients.

Vision for Growth

Because Exceed frequently works with municipalities and schools, we have an acute understanding of yearly budget structure. We know how to be flexible when it comes to the timing of projects to coincide with budgets and bonds and we design for future expansion as need grows and funds become available.

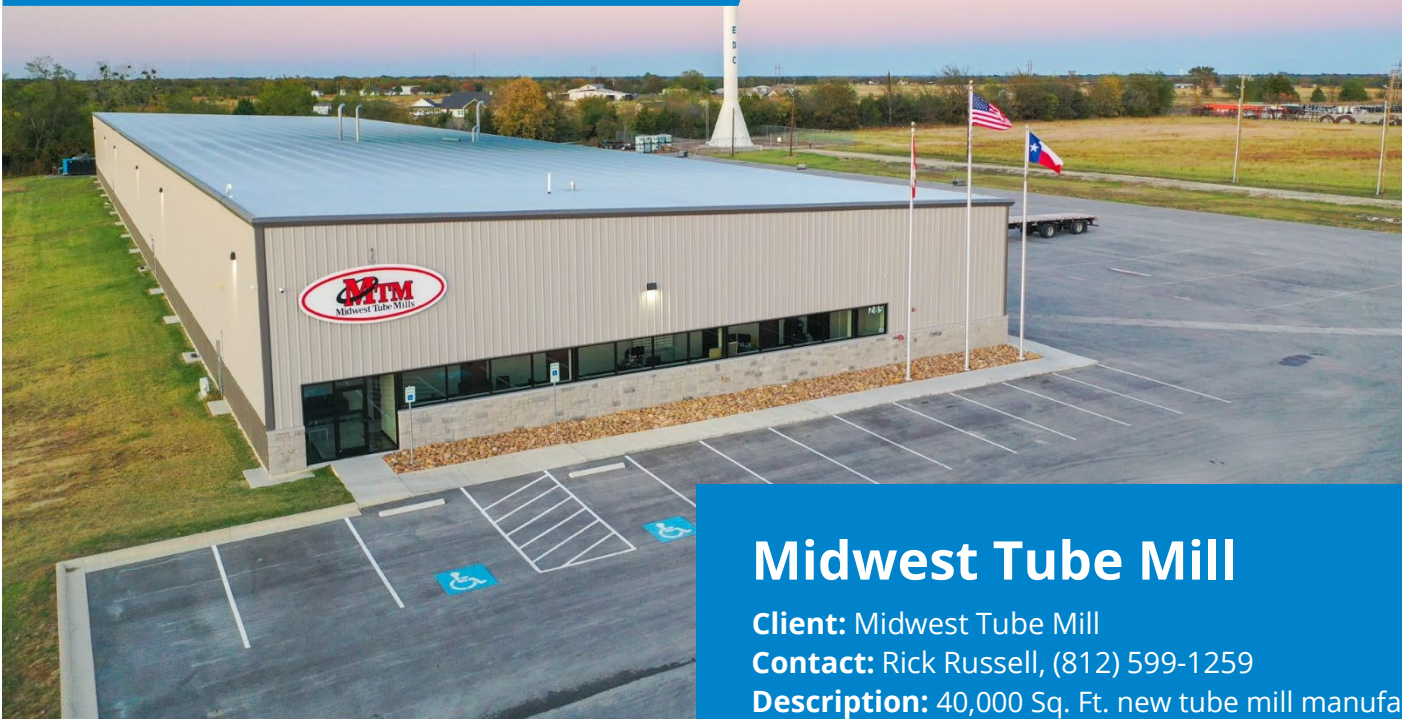


Commercial.
Industrial.
Residential.

Our projects include schools, industrial structures, single and multi-story office buildings, restaurants, commercial, retail, municipal water and sewer systems, and manufacturing facilities.



Projects



Midwest Tube Mill

Client: Midwest Tube Mill

Contact: Rick Russell, (812) 599-1259

Description: 40,000 Sq. Ft. new tube mill manufacturing headquarters including workshop, offices, meeting rooms and area paving



Canton City Hall

Client: City of Canton, Canton TX

Contact: Lonny Cluck, City Manager (903) 567-1841

Budget: 1.2 Million

Description: 8,600 Sq. Ft. new City Hall including city block paving and sidewalk improvements

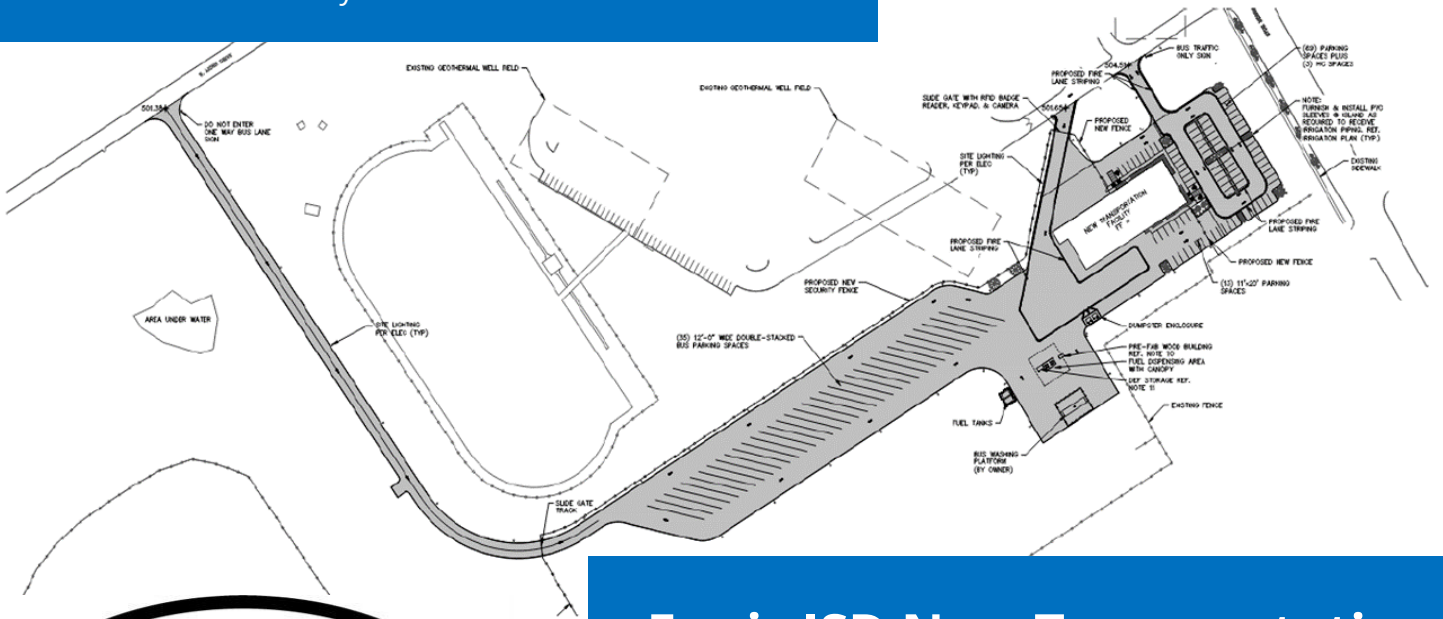


Wills Point ISD Terrace Dr Improvements

Client: Wills Point ISD

Contact: Jeff Russell, (903) 873- 5100 EXT 7003

Description: Engineering and design services as need to remove and replace existing asphalt roadway (Terrace Drive) with new concrete roadway. 1500 LF and 29' wide.



Ennis ISD New Transportation Facility

Client: Ennis ISD

Contact: Jay Tullos, Superintendent, (972) 872- 7000

Description: Engineering and design of 10,000 SQ Ft. of workshop, 6,000 Sq Ft of office space, and 9,200 Sq. Ft of remodel. Also, 4.5 acres of pavement and .10 miles of Lyons Lane extension.





West Texas Roadway Improvements

Client: Blue Origin, TX

Contact: Lucas Lizana, (228) 424-1904

Description: Ground control, ariel survey, civil engineering, hydraulic model, and cost estimate of proposed improvements.



Mill Creek Ranch Rd Improvements

Client: Mill Creek Lodge (Canton, TX)

Contact: Norm Bissonette, (903) 502-5401

Description: Civil engineering and design, drainage improvements, storm water prevention plan, bid solicitation, and contract preparation.



City Of Canton Side Circle & Amy Improvements

Client: City Of Canton

Contact: Lonny Cluck, City Manager (903) 567-1841

Description: Preliminary, design, bid, and construction administration phase services for the reconstruction of Sides Circle and Amy Street including the relocation of water/sewer lines and the new roadway surface.

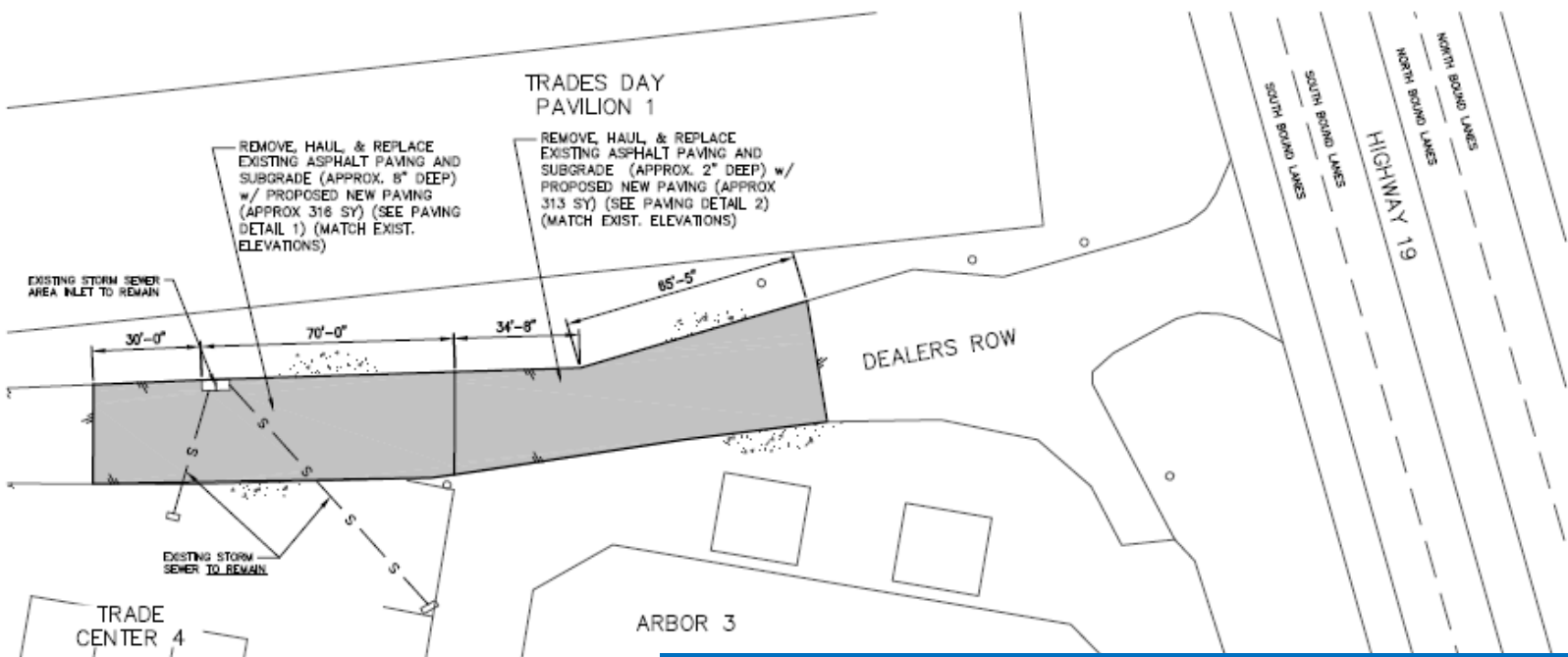


City Of Oak Ridge- Oak Lane Improvements

Client: City of Oak Ridge

Contact: Al Rudin, Mayor (972) 932-3400

Description: Preliminary, design, civil engineering, topo survey, and sealed drawing for Oak Lane Road Improvements.

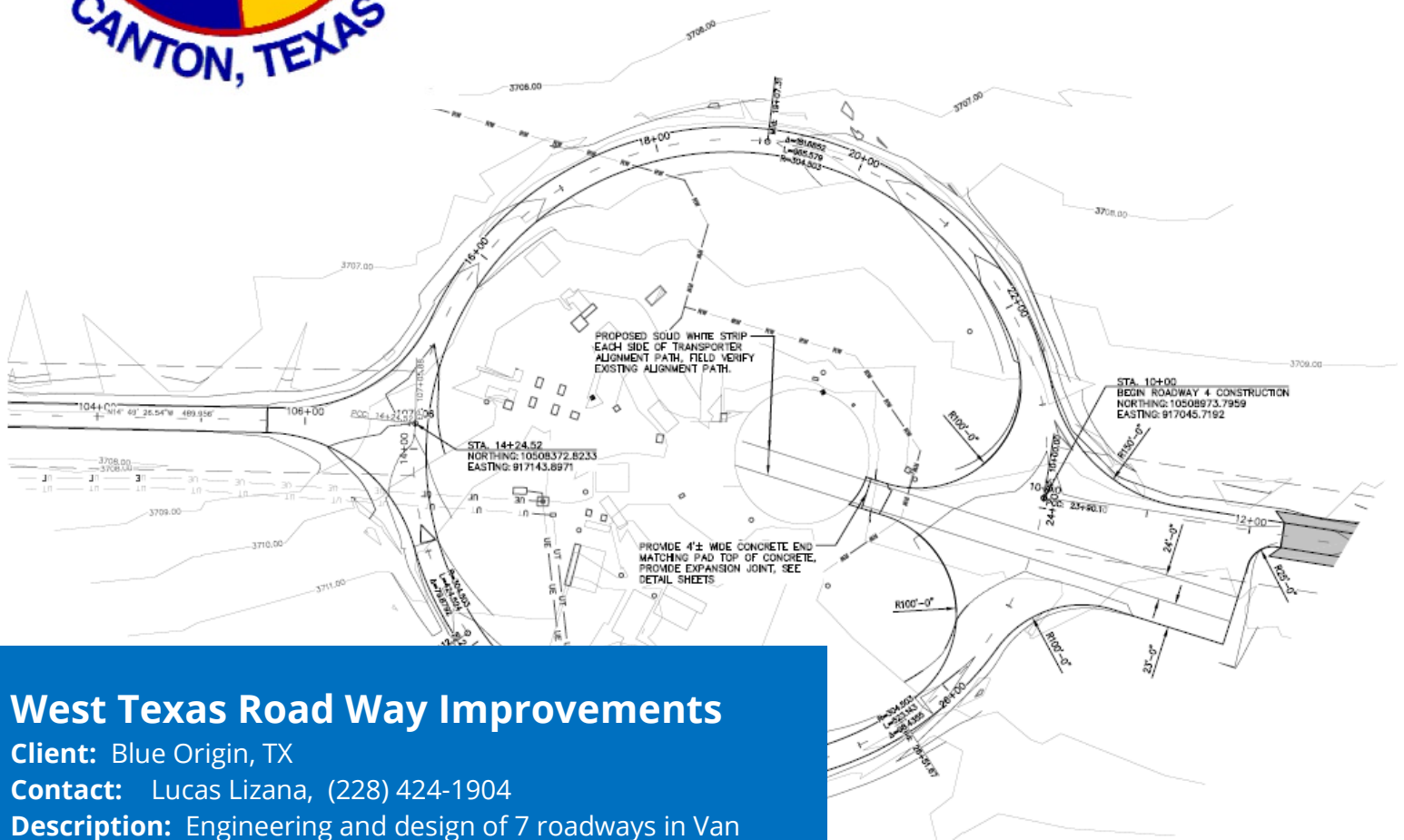


City Of Canton First Monday Pavement Improvements

Client: City Of Canton

Contact: Lonny Cluck, City Manager (903) 567-1841

Description: Pavement improvements for First Monday Trade Days.



West Texas Road Way Improvements

Client: Blue Origin, TX

Contact: Lucas Lizana, (228) 424-1904

Description: Engineering and design of 7 roadways in Van Horn, TX roughly 15 Miles.

Additional Projects

Municipal Projects

Canton Goshen Street Improvements
Cherry Creek Park Development
Canton Fire Dept. Station Upgrades
Canton Area Sewer System Improvements
Canton CDBG Utility Improvements
City of Van Utility Improvements
City of Canton- Water Model
City of Ferris- Fire Station
City of Maybank- Water Treatment Risk Plan

School Projects

Canton ISD Jr. High Expansion
Canton Agricultural Education Building
Fruitvale ISD Administration Building
Ennis ISD DAEP Facility
Wills Points ISD Primary School Roof Improvements
Martin's Mill ISD HVAC Improvements
Canton ISD- Trail Erosion Repairs

East Texas Commercial Projects

Madix
Mid-West Tube Mill
Ben Curtis Dental Office
VZ County ESD #4 Fire Department
Biomerics FMI Headquarters
Mill Creek Road Improvements
Corinth WSC Water System Evaluation
Mill Creek Lodge Improvements

West Texas Commercial Projects

9000 sq ft Aircraft Hanger
7000 sq ft Office Facility
32,000 Sq Ft Warehouse
Water Systems Improvements

Tyler Area-SC Architecture

Calvary Chapel, 7500 sq ft
Capstone Court, 20,000 sq ft complex
City of Tyler Faulker Baseball Complex
Haverhill Apartments and Clubhouse
NobiliTea Shops, multi locations
Residence Papillon, Multi family
Shelton Professional Building, 6,800 sq ft
TA Express Convenience, multi locations
Tyler Eye Care Clinic, 14,000



References

Canton ISD

**Dr. Brian Nichols, Superintendent
(903) 567-1851**

Ennis ISD

**Dr. Jay Tullos, Superintendent
(972) 872-7000**

City of Canton

**Mr. Lonny Cluck, City Manager
(903) 561-1841**

Midwest Tube Mill

**Mr. Rick Russell, Owner
(812) 599-1259**

Blue Origin, TX

**Mr. Lucas Lizana, Construction Project Manager
(228) 424-1904**

City Of Ferris

**Brian Horton, Fire Chief
(972) 544-2110**

City of Van

**Kevin Johnson, Director of Public Safety
(903) 963-7216**

Corinth Water Supply Corporation

**Mickey Lewis, Board President
(903) 752-0821**