

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

**BE IT REMEMBERED THAT ON THIS DAY OF THE** 16th of May, 2023 at 6:30 pm, the City Council of Poetry, Texas, held a Regular Town Council Meeting and Canvass at 11214 FM 1565 Poetry, Texas, 75160 with the following present:

Mayor Tara Senkevech  
Councilmember Tom Anderson  
Councilmember Mike Jaffe

Councilmember Simeon White  
Councilmember Terry Fowler  
Councilmember Brian Vinson

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

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

**Pledge of Allegiance and Invocation**

**Councilmember White** led the pledge and invocation.

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

Poetry is looking for grant writers. Poetry wishes to find factual information about Kaufman County Property ID split outs. Poetry welcomes Solid Waste Vendor Texas Contractor Roll Offs. Special thanks to people for their donations towards Town Hall. Special thanks to Councilmember Anderson for installing the town's new bulletin board at the Town Hall site.

**1. Reports**

**Financial Report** – —April end 2023

**Mayor Senkevech.-** gave a recap of donations, deposits, and credits.

**2. Secretary's Report**—Given by Evie Anderson, Clerk

**3. Report about Resolution 2066**—Presented by **Councilmember White**

**b) Consent Agenda**

1) Amended minutes from Regular Meeting March 21, 2023. Motion to approve by **Councilmember Jaffe**, seconded by **Councilmember Anderson. Passes 5:0**

2) Minutes from Special Meeting April 27th, 2023. Motion to move to regular agenda made by **Councilmember Anderson**, seconded by **Councilmember Vinson. Passes 5:0**

**Regular Agenda**

**a) Minutes from Special Meeting April 27th, 2023.** Councilmember Anderson requests edit on item 5. Council discusses, and makes edits to Minutes. **Councilmember Anderson** makes motion to accept Minutes with discussed edits, seconded by **Councilmember Jaffe. Passes 5:0**

**1. Discuss and take action on Voluntary Annexation Agreement with Addendum for Lori and Andy Bass authorizing commencement of annexation proceedings for property located at 16750 CR 248.** Motion made by **Councilmember Anderson** to accept as written, seconded by **Councilmember Vinson**. **Passes 5:0**

**2. Discuss and take action to pay Town's legal bill of \$780.00**  
**Councilmember White** suggests moving payment of legal bills to consent agenda. **Councilmember Fowler** requests the itemized bill. **Councilmember Anderson** makes motion to accept and pay bill, seconded by **Councilmember Fowler**. **Passes 5:0**

**3. Discuss and take action to pay the annual TML Property liability, City liability insurance premiums, Workman's Comp, and Cyber coverage premiums of \$2,358.12.**  
**Councilmember Vinson** asks if bill covers Town Hall. Council discusses line items. **Councilmember Anderson** makes motion to accept and pay the bill, seconded by **Councilmember Fowler**. **Passes 5:0**

**4. Discuss and take action on the Ordinance to Canvass the May 6th Election Results.**  
**Mayor Tara Senkevech** gives a rundown of canvasses with provisional votes added. Citizen Shelley Smith asks about verification of voter list. **Mayor Tara Senkevech** states that it is illegal for candidates to have any concern with voter lists and states that all questions should be directed toward the Elections Division of each county. She asks for a citizen committee to take care of deadlines, notifications, etc. **Mayor Tara Senkevech** states that a committee would be illegal. **Councilmember Fowler** asks if amended ordinance has correct numbers. **Councilmember Anderson** makes motion to accept Canvass Ordinance, seconded by **Councilmember Vinson**. **Passes 5:0**

**5. Discuss and take action on Addendum to Right of Way Ordinance.** **Councilmember Jaffe** asks if the numbers are industry standard. Council agrees that numbers are high. Council discusses amending if needed at a later date. **Councilmember Anderson** makes motion to accept, seconded by **Councilmember Jaffe**. **Passes 5:0**

**6. Discuss and take action on Ordinance Restricting Establishing Ad Valorem Tax in Poetry.** Council discusses at length. Citizen Glenn Strauss warns against restricting taxes. Council agrees that rephrasing the need for a 2/3 vote to 4/5 vote. Council agrees that the ordinance will need a special workshop. No action.

**7. Discuss and take action letters to Mayors and Commissioners of Hunt County urging them to consider a resolution opposing the formation of Special Use Districts by developers.** **Councilmember White** and **Councilmember Jaffe** feel that all supporting documents be attached. Motion made by **Councilmember Jaffe** to approve distribution of letters, seconded by **Councilmember Anderson**. **Passes 5:0**

**8. Discuss and take action on the Ordinance to personalize the Town of Poetry Oaths to be in accordance with the duties required for Town officials.** More research is looked for during break.

**Mayor Tara Senkevech** calls for recess. 7:59 pm

**Councilmember Fowler** finds Texas Code for officers. Council discusses both sides of topic. **Councilmember Anderson** makes motion to accept, seconded by **Councilmember Jaffe**. **Fails 2:3**

**9. Discuss and take action on Town of Poetry's First Annual Scholarship promoting agriculture in our area.** We had one applicant who met the requirements. **Councilmember Fowler** makes motion to approve the Scholarship of \$1500.00 to the school as soon as the applicant is enrolled, seconded by **Councilmember Anderson**. **Passes 5:0**

**10. Discuss and take action on items for Town Hall site.** Council thoroughly discusses line items on budget, agreeing on needs, but questioning ADA compliance. Citizen Glenn Strauss warns against "deferred maintenance, undone". Citizen Kevin Senkevech asks that Town Hall moves out of their place of business. Citizen Dale Bryant offers instruction on back stairs. **Councilmember Anderson** makes motion to approve phase one and two of proposed budget minus items already paid. Seconded by **Councilmember White**. **Passes 5:0**

**11. Discuss and take action on Request for Qualifications (RFQ) as presented for a general use town engineer.** **Mayor Tara Senkevech** and **Councilmember Anderson** share the research they have done. Council agrees to discuss further on forum. No Action taken.

**12. Discuss posting the agenda for the June 20th meeting early on June 10th This means that items for next month need to be submitted by June 2nd.** Council agrees.

**j) General Public Comments**  
**No General Comments**

**k) Adjourned Regular Meeting @ 8:54 pm**

**Minutes prepared by Volunteer Sheri Vinson**

Nichols, Jackson, Dillard, Hager & Smith L.L.P.  
Attorneys & Counselors at Law  
500 N Akard St.  
Suite 1800  
Dallas, TX 75201 USA  
214-965-9900  
Fax (214) 965-0010  
E-mail NJDHS@NJDHS.com

May 31, 2023

Client: 3089

TOWN OF POETRY  
TX USA

MATTER STATUS

		Prior Balance	Payments Adjustments	Current Charges	Total
3089.000	General Legal Services	975.00	-975.00	1,023.75	1,023.75
	<b>Total</b>	<b>975.00</b>	<b>-975.00</b>	<b>1,023.75</b>	<b>1,023.75</b>

# Enrollment Services Center



Hi Landon,

Congratulations on your acceptance to TSTC! I'm Kassie Harrington, your enrollment coach, and I'm excited to help you start on your journey in Welding Technology AAS.

I'm here to serve as your academic advisor, billing contact, and personal problem-solver. This includes helping you with enrollment, exploring financial aid opportunities, supporting you through graduation and into a great-paying career!

To ensure we're off to a great start, please send me the following documents to [krharrington@tstc.edu](mailto:krharrington@tstc.edu) within the next two weeks:

- \* Official High school transcript / GED
- \* Vaccination records for bacterial meningitis

Also, be on the lookout for an email from TSTC's Office of Information Technology with your user ID and password to log into our online systems.

If you have any questions, please call or email me. My goal is your success. I'll be in touch next week to check on your progress.

Again, welcome to TSTC!

Kassie Harrington  
Enrollment Coach  
254-867-3462

You are receiving this email because you applied at [https://www2.tstc.edu/e/892071/2022-11-08/61c9rf/365530606?h=\\_xb\\_f\\_qjXjGsbKxZsKc9UEaFOyqBN9liiTQI4IYSA64](https://www2.tstc.edu/e/892071/2022-11-08/61c9rf/365530606?h=_xb_f_qjXjGsbKxZsKc9UEaFOyqBN9liiTQI4IYSA64)

From: Jenny Lord <jenrene77@gmail.com>

Sent: Sunday, April 30, 2023 7:28 PM

To: Landon Lord; contact

Subject: Lord // Poetry Scholarship Candidate

To Whom It May Concern,

Please see the attached requirements for Landon Lord's scholarship application! We we missing 2 references but should have those tomorrow! Should you need any other information to consider him for the scholarship, please let us know!

Thank you for your time and consideration,

Jenny Lord & Landon Lord

Lord\_ Wells Reference.pdf

Lord\_Academic Record.pdf

Lord\_Poetry Scholarship.pdf

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~ Jenny Lord



Request for Qualifications  
City Engineering Services

City of Simonton, Texas

35011 FM 1093  
Simonton, Texas 77476

RFQ Release Date – Thursday, April 14, 2022

**RFQ Due Date –12:00 pm, local time, Thursday, April 28, 2022**



## **Overview**

The City of Simonton (City) is soliciting responses from firms with professional qualifications and experience in providing municipal engineering services. Statements of qualifications will be accepted from individuals, firms, or groups of firms who can demonstrate they have the resources, experience, and qualifications to provide a range of engineering services. It is the City's intent to obtain engineering services on an on-call basis to act on behalf of the City for engineering related activities associated with City planning, infrastructure assessment, floodplain administration, construction and maintenance. The successful firm will provide a single person who will serve as the City's Principal Engineer, Engineer of Record and primary contact. The span of services requested herein need not be provided solely through or by that individual but may be provided by any number of qualified individuals within the firm selected. Sub- contractors to the successful firm may provide services to the City with approval of the City when services outside of general services are required.

For the purpose of this Request for Qualifications (RFQ), the term City Engineer will be used hereafter to refer to the successful firm.

The City Engineer will be required to provide most of the engineering service requested at or through their own facilities. The city does not provide an office or technical support for the work of the City Engineer. Limited office space is available at the City of Simonton City Hall for occasional work or meetings as needed.

## **Background**

The City of Simonton is located in north western Fort Bend county with an estimated population of 971 residents. Simonton is conveniently located 45 miles west of Houston, 136 miles east of Austin, and 168 miles southeast of San Antonio. Simonton is surrounded by rivers and creeks, live oaks and abundant wildlife; Simonton is located in the midst of the Brazos River Valley and coastal gulf prairie. It has the best of two worlds - a peaceful rural setting with starlit skies at night and yet the proximity to Houston and the world-famous medical center.

Simonton is a Type A, General Law City with a Mayor-Council form of government, with a City Manager that serves as the administrative head of the city. The City Council consists of the Mayor and five Councilmembers elected at-large to staggered, two-year terms. Annually, the City Council selects one of its members to serve as Mayor Pro Tem.

## **Scope of Services**

In preparing a response to this Request for Qualifications (RFQ), the City Engineer shall address the following specific components that should be included in the scope of work. The final scope of work will be coordinated with the City staff and the selected City Engineer.

1. General Services
  - a. The City Engineer shall be capable of performing numerous disciplines such as general civil engineering, planning, surveying, landscape architectural design, construction management, environmental reviews, floodplain management, or at a minimum have the ability to coordinate with firms that provide such services.

- b. The City Engineer will review and provide professional services for a variety of issues including plat review, right-of-way requirements (acquisitions, dedications, and easements), site development and subdivision plans, drainage and flood control, subdivisions and planned unit development agreements.
  - c. The City Engineer shall manage capital projects with regard to engineering, budget and cost management, compliance with state and federal regulations, contract administration, construction management, construction engineering and inspection, and quality assurance and material testing.
  - d. The City Engineer shall recommend regulations and ordinances pertaining to engineering and development matters.
  - e. The City Engineer shall serve as the City's Floodplain Manager and perform all required evaluations, recommendations, and reporting in that role.
  - f. The City Engineer will review and verify development within the City Limits and ETJ is designed and constructed in accordance with approved development agreements
2. Drainage Reviews
    - a. The City Engineer will perform all drainage reviews of site development within the City limits and ETJ areas as required by and in compliance with TCEQ regulations.
    - b. The City Engineer shall oversee the storm water management program, coordinate with other entities, and prepare and present studies and updates on engineering matters.
  3. Environmental Services and Regulatory Agency Interactions:
    - a. The City Engineer will provide technical review of and answer inquiries relating to site, building, subdivision, improvement, land disturbance, floodplain development, and construction plans, and escrows relating to various projects proposed by applicants to be developed in the City, to ensure that such conform to City Code of Ordinances and all State and Federal regulations.
  4. CAD and GIS Capabilities
    - a. Must have computer aided drafting and geographical information system experience and capabilities and will, upon request, provide electronic files to the City.
  5. Work Product, Reporting and Communication
    - a. The City Engineer will be expected to provide the City with copies of all work products without limitation, to include reports, analyses, correspondence, plans, drawings, and any other document produced in connection with the relationship with the City in printed and electronic form as requested. The City shall own all rights, title, and interest, including all copyrights and intellectual property rights to all documents that are created in connection with the relationship with the City.
    - b. The City Engineer will be expected to attend periodic meetings of the City Council in addition to meeting with City Staff and permit applicants.
  6. Professional Engineer Requirement
    - a. The selected firm must assign to the City a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Texas and a certified floodplain Administrator.
  7. Other Considerations
    - a. The City Engineer will be expected to attend periodic meetings of the City Council in addition to meeting with City Staff and permit applicants.

- b. The City of Simonton prefers firms that specialize in representing municipal entities.
- c. The City Engineer must commit to provide services to the City in a timely manner.
- d. The City contracts with Bureau Veritas for all building permits. The City Engineer will not be required to review building permits except for floodplain and site drainage related items.
- e. The City Engineer will review and provide feedback on future development agreements and/or modifications to existing Development Agreements.

## **Response Content**

Responses must adhere to the requirements outlined in this section. The original statement of qualifications and each subsequent copy must be submitted on paper, properly bound, and appropriately labeled in the following order:

1. **Introduction:** Provide a cover letter and introduction including the name and address of the firm with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to make representations for the organization. An Executive Summary shall be provided with an overview of the statement of qualifications, its highlights, and the approach to engineering services.
2. **Service Approach:** A general description of the firm's approach to engineering services and a detailed task plan that addresses the scope of services.
3. **Scope of Work and Schedule:** Discuss each task outlined in the "Scope of Work" section above.
4. **Qualifications:** Describe the firm's resources, experience and capabilities as follows:
  - a. Provide an outline of the firm's background, qualifications, and ability to perform the scope of services required.
  - b. Provide a list and/or organizational chart of the firm to identify the person(s) who will be primarily responsible for contact with the City.
  - c. Identify all key personnel, relevant qualifications and experience, and their level of effort toward completing all needed tasks.
5. Provide a brief outline of the firm's current workload, staffing and ability to meet the schedule and deadlines.
6. **References:** Identify at least two (2) similar clients that the firm currently provides service to, preferably municipal governments in Texas. Each project listed shall include the name of the agency, project manager, phone number, and description of work performed. Past City Engineering services may also be submitted for consideration.
7. **Additional Data:** This section will be limited to five (5) pages. Responses may include any other information the City Engineer deems essential to the evaluation of the statement of qualifications.
8. **Summary of Insurance Coverage**
9. **Completed Conflict of Interest Questionnaire**
10. **Completed Form 1295- Certificate of Interested Parties**

**Response Submittal**

To be considered, please submit six (6) hard copies and one (1) electronic copy, on a USB drive, of your statement of qualifications to:

City of Simonton

Attn: City Secretary  
35011 FM 1093  
Simonton, Texas 77476

Responses received after the due date of April 28 at 12:00 p.m. local time will not be considered.

Questions regarding this request for qualifications may be directed to City Secretary, City of Simonton, 35011 FM 1093, Simonton, TX 77476 or by email at: [emolina@simontontexas.gov](mailto:emolina@simontontexas.gov)

**Review and Selection Procedure**

The City Council will evaluate each statement of qualifications and select a City Engineer. The following evaluation criteria and their respective weights will be used in selecting a City Engineer:

Evaluation Criteria	Points
Firm’s experience in the delivery of successful City Engineering services to meet the defined scope of work	20
Qualifications	20
Service approach and methodology	30
Knowledge of local issues in the City of Simonton and the surrounding region	10
References: Two (2) required	10
Knowledge of applicable local, state and federal regulations including but not limited to those regarding floodplain development, building codes, environmental quality, and drainage.	10

The City of Simonton reserves the right to reject any and all responses and to waive any informality in responses received.

## **Insurance Requirements:**

For the duration of the appointment, the service provider must maintain Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence if available to a professional engaged in consultant's regular course of business, Automobile Liability insurance with a minimum limit of \$1,000,000 per accident, and Workers Compensation Insurance as required by the State of Texas.

Service Provider shall maintain liability insurance in an amount of not less than \$1,000,000 per occurrence, naming the City as an additional insured, covering any such unauthorized disclosure of Protected Information caused by a defect or failure of the Software or any electronic communication system maintained or controlled by Service Provider.

The City reserves the right to establish that these insurance requirements be met and complied with prior to any contractual agreement is entered into. The cost of such insurance is the service provider's responsibility. Failure to comply could result in non-award of the contract.

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR  
THE CITY OF SIMONTON, TEXAS**

**THE CITY OF SIMONTON**

Proposal Request No.2022-01

Simonton, Texas 77476

Telephone (281) 533-9809

The City of Simonton, in accordance with Section 2254.004, Texas Government Code, is requesting qualifications for city engineering services. It is the policy of the City of Simonton to purchase services in accordance with Section 2254.004, Government Code. It is understood that the City of Simonton City Council reserves the right to arrive at such determination by whatever means deemed appropriate and shall be the sole judge in the matter. Instructions for Qualification Statements can be found on the City of Simonton Website at [simontontexas.gov](http://simontontexas.gov) or by contacting the City via email at [emolina@simontontexas.gov](mailto:emolina@simontontexas.gov) or by mail at the address listed above.

Request for Qualifications will be received by the City of Simonton at 35011 FM 1093 Simonton TX or by email at [emolina@simontontexas.gov](mailto:emolina@simontontexas.gov) until **12:00 P.M., Local Time, Thursday, April 28, 2022.**



**TOWN OF POETRY, TEXAS**

**REQUEST FOR QUALIFICATIONS**

**FOR**

**TOWN ENGINEER/ENGINEERING SERVICES**

DELIVER STATEMENTS OF QUALIFICATIONS TO:

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

Submittal Due Date:

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



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

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

Section 1. About Poetry

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

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

Section 2. Proposal Preparation Instructions and Information Required

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

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

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

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

### Section 3. Selection Process

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

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

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

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

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

#### Section 4. Miscellaneous Information

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

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

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

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

## **ARTICLE 1 RECITALS AND INTENT**

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

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

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

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

## **ARTICLE 2 CONTRACTUAL RELATIONSHIP**

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

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

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

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

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

3.1 Professional's obligations include the following:

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

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

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

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

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

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

### 3.3 Services During Construction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 6 INDEMNIFICATION**

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

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

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

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

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

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

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

## **ARTICLE 7 INSURANCE**

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

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

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

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

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

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

\$5,000,000

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

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

#### **ARTICLE 8**

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

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

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

Excess/Umbrella Liability per occurrence w/drop down coverage

#### **ARTICLE 9**

#### **OWNERSHIP OF DOCUMENTS**

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



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

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

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

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

**ARTICLE 10  
LIMITATIONS ON RIGHTS AND REMEDIES**

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

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

**ARTICLE 11  
NO THIRD-PARTY RIGHTS**

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

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

**ARTICLE 12  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOWN OF POETRY, TEXAS

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

ATTEST:

APPROVED AS TO FORM:

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

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

*PROFESSIONAL*

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

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

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

**AN ORDINANCE OF THE TOWN OF POETRY, TEXAS AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022, AND ENDING SEPTEMBER 30, 2023; REVISING CERTAIN APPROPRIATIONS AND PROVIDING FOR THE NECESSARY FUNDS OUT OF THE GENERAL AND OTHER REVENUES FOR SAID FISCAL YEAR FOR VARIOUS ACTIVITIES AND IMPROVEMENTS OF THE TOWN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, an annual budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023, has been duly created by the budget officer of the Town of Poetry, Texas, in accordance with Chapter 102 of the Texas Local Government Code; and

**WHEREAS**, in order to provide the proper funding for efficient Town operations and proper fiscal management of public funds, the Town Council is of the opinion that the budget should be amended as provided for hereinafter. Now, Therefore;

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

**SECTION 1.** The budget of the Town of Poetry, Texas, for Fiscal Year 2022-2023, be and is hereby amended as set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference.

**SECTION 2.** That all prior budget amendments and transfers of appropriations budgeted from one account or activity to another within any individual activity for the fiscal year are hereby ratified, and the budget Ordinance for the fiscal year, heretofore enacted by the Town Council, be and the same is hereby amended to the extent of such transfers and amendments for all purposes.

**SECTION 3.** Upon approval of the amended budget as provided for herein, the budget officer of the Town shall file a true and certified copy thereof with the County Clerk of Kaufman County, Texas.

**SECTION 4.** That all provisions of the 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 provisions of the Ordinances of the Town of Poetry, Texas not in conflict with the provisions of this Ordinance shall remain in full force and effect.

**SECTION 5.** That should any word, 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.

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

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

APPROVED:

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
TOWN ATTORNEY

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

*With proposed modifications shown*

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
<b>Income</b>				
3000 Use of Prior Year Excess	0.00	29,397.67	-29,397.67	0.0%
4000 Franchise Fees Electric				
4010 Oncor Franchise Fees	10,452.25			
4020 FEC Franchise Fees	23,499.08			
4000 Franchise Fees Electric - Other	0.00	56,000.00	-56,000.00	0.0%
<b>Total 4000 Franchise Fees Electric</b>	<b>33,951.33</b>	<b>56,000.00</b>	<b>-22,048.67</b>	<b>60.6%</b>
4100 Franchise Fees Solid Waste				
4110 AWT Solid Waste Franch Fee	7,455.50			
4120 CRS Solid Waste Franch Fee	12,719.00			
4130 CARDS Solid Waste Franch	2,847.00			
4140 Titan Solid Waste Franch	4,122.00			
Tx Contractor Roll Off LLC Fran	100.00			
4100 Franchise Fees Solid Waste - Other	0.00	34,000.00	-34,000.00	0.0%
<b>Total 4100 Franchise Fees Solid Waste</b>	<b>27,243.50</b>	<b>34,000.00</b>	<b>-6,756.50</b>	<b>80.1%</b>
4200 Franchise Fees Communicati				
4210 Charter Communications	10.86			
<b>Total 4200 Franchise Fees Communicati</b>	<b>10.86</b>			
4300 Public Information Req	167.69	0.00	167.69	100.0%
4400 Sales Tax Revenue	392.28	15,000.00	-14,607.72	2.6%
4500 Donations	4,934.51			
<b>Total Income</b>	<b>66,700.17</b>	<b>134,397.67</b>	<b>-67,697.50</b>	<b>49.6%</b>
<b>Expense</b>				
5000 Secretarial Exp-Wages	5,935.10	10,500.00	-4,564.90	56.5%
5050 Payroll Exp	0.00	0.00	0.00	0.0%
5065 Bank and Misc Fees	0.00	0.00	0.00	0.0%
5100 Office Supplies	1,147.18	6,000.00	-4,852.82	19.1%
5130 Dues/Membership Admin	788.00	0.00	788.00	100.0%
5200 Shipping and Postage	129.28	0.00	129.28	100.0%
5300 Newspaper Publications	1,401.87	900.00	501.87	155.8%
5393 Repair & Maint - Admin	0.00	0.00	0.00	0.0%
5398 Town Maint & Clean Up	0.00	0.00	0.00	0.0%
5400 Professional Membership	484.33	1,500.00	-1,015.67	32.3%
5500 Educate Exp,CM,Mayor,Sec	0.00	600.00	-600.00	0.0%
5600 Survey, Mapping & Engineer	150.00	2,500.00	-2,350.00	6.0%
5700 Tech Support & Serv				
5710 Website-Admin	886.64	1,351.68	-465.04	65.6%
5720 Info Tech Internet	204.94	960.00	-755.06	21.3%
5730 Misc Tech Equipment	0.00	1,100.00	-1,100.00	0.0%
5740 Internet Phone Services	0.00	396.00	-396.00	0.0%
5750 IT Maintenance/Misc	0.00	900.00	-900.00	0.0%
5760 Alarm Security	0.00	168.00	-168.00	0.0%
5700 Tech Support & Serv - Other	0.00	0.00	0.00	0.0%
<b>Total 5700 Tech Support &amp; Serv</b>	<b>1,091.58</b>	<b>4,875.68</b>	<b>-3,784.10</b>	<b>22.4%</b>
5800 Legal Fees	20,459.19	25,849.00	-5,389.81	79.1%
5900 Town Insurance				
5910 Cyber Ins Policy	242.30	30.00	212.30	807.7%
5920 Pkg & Building Insurance	1,087.58	359.66	727.92	302.4%
5930 Town Liability Ins	2,059.41	2,821.00	-761.59	73.0%
5900 Town Insurance - Other	-179.34	0.00	-179.34	100.0%
<b>Total 5900 Town Insurance</b>	<b>3,209.95</b>	<b>3,210.66</b>	<b>-0.71</b>	<b>100.0%</b>
6000 Capital Expenditure				
6010 Cap Exp Road Refurbishment	0.00	3,000.00	-3,000.00	0.0%
6020 Cap Exp Signage	0.00	0.00	0.00	0.0%
6030 Cap Exp Bldg Improvement	7,250.00	15,000.00	-7,750.00	48.3%
6050 Cap Exp Outdoor Lighting	455.81			
6060 Cap Exp Office Equipment	0.00	0.00	0.00	0.0%

*Done create 4150*

*was set up 9/20/23*

*Donated Income*

*was \$40,000*

*new figure 25,849.00*

*\$4151 taken from Legal*

*Re-distributed to → \$10,000 added to \$2,400 \$1,351 \$400*

*added to Road repairs (6100) Election costs. (6300) Town Insurance (5900) Ground & Bldg care (6200)*

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

	Oct '22 - Sep 23	Budget	\$ Over Budget	% of Budget
6070 Cap Exp Office Furniture	0.00	0.00	0.00	0.0%
<b>Total 6000 Capital Expenditure</b>	<b>7,705.81</b>	<b>18,000.00</b>	<b>-10,294.19</b>	<b>42.8%</b>
6100 Road Repair & Maint	17,600.00	26,060.00	-8,460.00	67.5%
6200 Grounds & Building Care	1,229.38	2,200.00	-970.62	55.9%
6300 Election Expense	6,313.58	12,400.00	-6,086.42	50.9%
6350 Building Repairs	499.00			
6400 Building Utilities Exp				
6420 Parking Lot Rental Expense	500.00	0.00	500.00	100.0%
6400 Building Utilities Exp - Other	204.69	4,490.00	-4,285.31	4.6%
<b>Total 6400 Building Utilities Exp</b>	<b>704.69</b>	<b>4,490.00</b>	<b>-3,785.31</b>	<b>15.7%</b>
6410 Reimburse Church/Utilities	550.00	850.00	-300.00	64.7%
6500 Audit Expense	4,250.00	4,250.00	0.00	100.0%
6600 Rainy Day Fund Exp	0.00	9,712.33	-9,712.33	0.0%
6601 Rainy Day Prior Yr 21-22	0.00	0.00	0.00	0.0%
6700 Miscellaneous	0.00	500.00	-500.00	0.0%
Building Repairs	71.12			
<b>Total Expense</b>	<b>73,720.06</b>	<b>134,397.67</b>	<b>-60,677.61</b>	<b>54.9%</b>
<b>Net Income</b>	<b>-7,019.89</b>	<b>0.00</b>	<b>-7,019.89</b>	<b>100.0%</b>

*Reclass*

*1122.50 Per 1/4*

# TOWN HALL SITE Proposed BUDGET

June 9, 2023

**BUDGETED AMOUNT**

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

**\$ 15,000.00** GOAL DATE:

**Phase 1-- MUST HAVE ITEMS TO MOVE IN:**

Expenses

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

**\$ 9,819.71**

\$ 5,180.29 remaining from Phase 1

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

12 Finish out of closet Materials cost \$2197 + labor quote \$1600 + fixing gap	\$ 3,797.00	JUNE
---	-------------	------

**\$ 3,797.00**    **\$1,383.29** remaining from Budget 2023 for incidentals Phase 2

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

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

**MOVE-IN!**



# TOWN HALL SITE Proposed BUDGET

June 9, 2023

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

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

## PHASE 4 --Other desirable items:

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

Phase 4 could be moved to Fiscal year Oct. 2024

18 Deck off back (so we don't have to bring trailer in for special events)	\$ 5,000.00	October 2024
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Town Of Poetry  
Proposed Amended Budget  
FY 2022-2023



## Fiscal Year 2022 - 2023 Proposed Amendment 6/20/23

### GENERAL FUND REVENUE

	2022-2023 Budget	2022-2023 Budget
<b>REVENUE SUMMARY</b>		
<b>Use of Prior Year Excess</b>		<b>\$29,397.67</b>
Sales Tax Revenue (EST.)	TBD by Nov. 8 vote? Conservative Est. UNKNOWN	\$ 15,000.00
Franchise Fees (Electric)		\$ 56,000.00
Franchise Fees (Trash)		\$ 34,000.00
	\$ -	
	\$ -	
Miscellaneous Revenues	\$ -	\$ -
<b>General Fund Revenue</b>	\$ -	<b>\$ 134,397.67</b>

### GENERAL FUND EXPENSES

	2022-2023 Budget	2022-2023 Budget
<b>EXPENDITURES</b>		
Salary--City Secretary	14 hrs/wk x 50 wks \$ -	\$ 10,500.00
Services & Supplies (E1)	\$ -	\$ 14,550.66
Required Newspaper Publications		\$ 900.00
Road Repair & Maintenance (E2)	\$ -	\$ 29,060.00
Creative & Web services (20 hours/mo-secr ?)	<b>(currently 25 hrs/mo-donated)</b>	\$ -
Information Technology (E3)	\$ -	\$ 4,875.68
Legal fees	\$ -	\$ 25,849.00
<b>Membership, Prof fees</b>		<b>\$ 1,500.00</b>
Educational & Expenses for Pro-Tem & secretary	300 x 2	\$ 600.00
First Annual Audit 2021-22 (+ 2 weeks)		\$ 4,250.00
<b>Survey, Mapping &amp; Engineering</b>	\$ -	<b>\$ 2,500.00</b>
Miscellaneous	\$ -	\$ 500.00
Grounds & building care, parking lease	\$ 500.00	\$ 2,200.00
Election costs	\$ -	\$ 12,400.00
Rainy Day Fund [TML suggest 25-30%] This 6.4=%		\$ 9,712.33
<b>New Capital Building/ Site Improvement</b>		<b>\$ 15,000.00</b>
		<b>\$ 134,397.67</b>

**NET REVENUE LESS EXPENDITURES - OPERATING**

**\$ -**

		Per Month	Per Year
E1: Services & Supplies	Office Supplies, furn. paper, ink, postage		\$ 6,000.00
	Utilities (Electric, Water,	\$ 445.00	\$ 5,340.00
	Building Insurance *TML Risk quote	Add \$1351	\$ 1,710.66
	TML Insurance *+ \$30 Cyber		\$ 1,500.00
			\$ 14,550.66

		Per Month	Per Year
E2: Road Repair & Maintenance	Pot hole repair & other cleanup	add \$10,000	\$ 26,060.00
	Savings for Road refurbishment		\$ 3,000.00
			\$ 29,060.00

		Per Month	Per Year
E3: Information & Technology	Internet (tower tbd +monthly	\$ 80.00	\$ 960.00
	Website (Wix)	\$ 19.48	\$ 233.76
	Upgraded Calendar	\$ 11.99	\$ 143.88
	up to 10 x (365 MS Windows Subs)/emails		\$ 960.00
	Domain Renewal Fee	\$ 1.17	\$ 14.04
	IT/Maintenance	\$ 75.00	\$ 900.00
	Misc. equipment, tbd, estimated		\$ 500.00
	Host for phones, virtual server, Vultr	\$ 13.00	\$ 156.00
	Physical Telephones, Town Hall		\$ 300.00
	Monthly service, phones	\$ 20.00	\$ 240.00
	Alarm relay (security sxS), routed		\$ 168.00
	Device backup for physical computers		\$ 300.00
		\$ 4,875.68	