



Town of Poetry, Texas

Agenda

Regular Town Council Meeting

Thursday, September 17, 2026

Poetry Town Hall

5671 County Road 323, Poetry TX 75160

5:30 pm



A. Call to Order

Roll Call for Quorum

Pledge of Allegiance

Invocation

Persons wishing to speak on any posted Hearing, Workshop or Regular Agenda item may do so when the individual item is opened for consideration by the Council. Speakers will be limited to (3) minutes. If a translator is needed, the speaker may be given up to (4) minutes. Sign up is required in advance either in-person prior to the start of the meeting or by emailing your request/comments to speak@poetrytexas.org at least 24 hours prior to the start of the meeting.

B. Items of Community Interest

Pursuant to Section 551.0415 of the Texas Government Code, the Town Council may report on the following items: 1) expression of thanks, congratulations, or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders upcoming Town Council events; 5) about community events, and 6) announcements involving an imminent threat to public health and safety.

1. Thank you to Mayor Jaffe for repairing the Town Hall air conditioner.
2. Kaufman County Gold Star Families Memorial Dedication Ceremony – Sunday Sept. 27, 2026 @ 2pm, Kaufman County Veterans Memorial Park – link on Town's website for more info.

C. Reports

1. Financial
 - a. P&L Budget vs Actual – Aug 2026
 - b. Account Quick Reports 6011, 6012, 6111, 6112 – Aug 2026
 - c. Bank Reconciliation Summary & Detail – Aug 2026
 - d. Bank Reconciliation Petty Cash – Aug 2026
 - e. Sales & Use Tax Report – Aug 2026
 - f. Hunt & Kaufman County Roads Escrow Reports – Aug 2026
2. Roads Maintenance Expenditures Report – Aug 2026
3. Road and Traffic Updates
4. Bishop Field Municipal Utility District (MUD) Check-in Update
5. Mayor & Councilmember Activity Updates

D. Consent Agenda

Items on the Consent Agenda are considered routine, not likely to require discussion or deliberation and may be approved in a single motion. If discussion is desired, items may be removed from the Consent Agenda for individual discussion by any Councilmember prior to the motion and vote.

1. Approve Minutes – August 11, 2026 Special Town Council Meeting
2. Approve Minutes – August 20, 2026 Budget Public Hearing, Workshop & Regular Town Council Meeting
3. Approve Nichols Jackson legal bill 8/31/26 - \$603.75
4. Approve annual renewal of Terrell Chamber of Commerce membership \$300.00
5. Ratify Kaufman County Elections Invoice & Payment (due 9/8/26) \$3,025.00

E. Regular Agenda (item sponsor)

1. Discuss and take action as needed on Ordinance to repeal Ordinance 2024-04-01 Ad Valorum [sic] Restrictions Ordinance (Mayor)

At our August regular meeting Council voted to repeal the Ad Valorum [sic] Restrictions Ordinance based on its going against state law, able to be easily repealed by any sitting Council, and believing it to be unnecessary as state law already imposes strict rules around the adoption of property tax rates. The ordinance proposed here is a more official way of repealing the ordinance.

2. Discuss and take action as needed on correcting the Zoning Map - Exhibit B version attached to Ordinance 2024-03-01. (Mayor)

We recently discovered that there are different versions of our zoning map with different creation dates posted on our Town website and attached to the executed ordinance. None of them are the version of the map that was approved on 3/21/24 when the ordinance was passed by Council. We need to correct this discrepancy.

3. Discuss and take action as needed on correcting the Zoning Map – Exhibit B to correctly depict only those areas inside the Town limits as being subject to our zoning ordinance. (Mayor)

Independent of the version of the zoning map discussed above, all of them are drawn in such a way as to imply our zoning ordinance applies to areas outside the Town's limits, which is incorrect. An updated map and an ordinance will be required to correct this.

4. Discuss and take action as needed on adding \$10,000 to Hunt County roads escrow. (Mayor)

We have \$6,649.60 in our Hunt County escrow account. We have a Town wide pothole and edge repair project committed that will cost approximately \$2,500 (waiting on a quote). Following that, we will be putting together projects to level up (add a top layer of hot mix asphalt) to sections of CR 2400 and CR 2458 that are deteriorating and in urgent need of repair. This money will not cover the entire cost of these two projects (estimated to cost approximately \$15,000 each) but will allow us to keep making progress.

5. Discuss and take action as needed on the future of our current zoning ordinance. (Mayor)

We have been discussing our current zoning ordinance and the difficulties we've encountered trying to apply it for over a year now. Town boundaries that don't include entire parcels for most affected properties add greatly to our challenge. Our Citizen Zoning Advisory Committee has been working for 6 months to come up with suggestions to correct the deficiencies in the ordinance. This will be a conversation and vote to decide whether we continue the path of trying to come up with possible fixes or start the process to repeal the ordinance. The repeal process is regulated and governed by state law and will take time to complete if that direction is chosen

6. Discuss and take action as needed on updated Hayter Engineering Professional Services Agreement (PSA) to create a Schedule of Procedures (SOP) to be used to solicit bids from professional surveyors to create a survey of the Town of Poetry if Council chooses to go that direction in the future. (Bryant)

This updated proposal sets to cost of the effort not to exceed \$2,000.

7. Discuss and take action as needed on renewing our Kaufman County Interlocal Agreement (ILA) regarding subdivision platting within the Town of Poetry's Extra-Territorial Jurisdiction (ETJ). (Mayor)

Our current agreement with Kaufman County granting them jurisdiction over subdivision platting in our ETJ is expiring. We have two options to choose from, either Kaufman County or the Town of Poetry will be responsible for subdivision platting. The signed agreement is due to them by October 1, 2026.

8. Discuss and take action as needed on proposal to complete Texas Department of Licensing and Regulation (TDLR) American with Disabilities Act (ADA) certification for Town Hall. (Bryant)

We discussed this at our August 2026 meeting and now have a quote to complete this process.

F. General Public Comments

Comments are limited to three (3) minutes. If a translator is needed, the speaker may be given up to four (4) minutes. Sign up is required in advance either in-person prior to the start of the meeting or by emailing your comments to speak@poetrytexas.org at least 24 hours prior to the start of the meeting. The Texas Open Meetings Act restricts council members from discussing items not posted on the agenda. Action or responses to your remarks by council members (if not a posted agenda item) are limited to either a statement of fact or recitation of an existing policy or a proposal to place the subject on the agenda for a future meeting.

G. Adjournment

Note: The Town Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including Sec. 551.071 (private consultation with the attorney for the Town); Sec. 551.072 (purchase, exchange, lease, or value of real property); Sec. 551.074 (personnel or to hear complaints against personnel); Sec. 551.076 (deployment, or specific occasions for implementation of security personnel or devices); and Sec. 551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Note: Disabled persons requiring special assistance are requested to notify the Town of Poetry 24 hours in advance of the meeting by calling the Mayor at 214-704-1593.

I certify that the above Notice of the Meeting and Agenda was posted at 5671 CR 323 Poetry, Texas on Thursday, September 10, 2026, by 5:30 pm and online at poetrytexas.org.



Mike Jaffe, Mayor

Town of Poetry

Budget vs. Actuals: FY_2025_2026 - FY26 P&L

October 2025 - September 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
Income				
3000 Use of Prior Year Excess		50,366.81	-50,366.81	
4000 Franchise Fees Electric				
4010 Oncor Franchise Fees	10,279.84	14,480.00	-4,200.16	70.99 %
4020 FEC Franchise Fees	36,295.55	36,000.00	295.55	100.82 %
Total 4000 Franchise Fees Electric	46,575.39	50,480.00	-3,904.61	92.27 %
4100 Franchise Fees Solid Waste				
4160 Blackjack Disposal Franchi	47,626.00	46,000.00	1,626.00	103.53 %
Total 4100 Franchise Fees Solid Waste	47,626.00	46,000.00	1,626.00	103.53 %
4200 Franchise Fees Communicati				
4210 Charter Communications	200.37	300.00	-99.63	66.79 %
Total 4200 Franchise Fees Communicati	200.37	300.00	-99.63	66.79 %
4400 Sales Tax Revenue	118,866.13	108,000.00	10,866.13	110.06 %
4450 Encumbered Road Fund Prior		103,209.63	-103,209.63	
4500 Donations				
4580 Donations Scholarship	500.00	2,000.00	-1,500.00	25.00 %
Total 4500 Donations	500.00	2,000.00	-1,500.00	25.00 %
4600 PID Permit Application	200.00		200.00	
4800 Appl Fee ETJ Petitions	125.00		125.00	
TDA GO! Grant		0.00	0.00	
Total Income	\$214,092.89	\$360,356.44	\$ -146,263.55	59.41 %
GROSS PROFIT	\$214,092.89	\$360,356.44	\$ -146,263.55	59.41 %
Expenses				
5000 Salary Secretarys	0.00		0.00	
5005 Wage Exp Secretary	30,254.27	31,668.00	-1,413.73	95.54 %
Wages	0.00		0.00	
Total 5005 Wage Exp Secretary	30,254.27	31,668.00	-1,413.73	95.54 %
5040 Quickbooks Software	0.00	0.00	0.00	
5056 Payroll taxes -Employer	2,264.22	3,533.00	-1,268.78	64.09 %
Taxes	0.00		0.00	
Total 5056 Payroll taxes -Employer	2,264.22	3,533.00	-1,268.78	64.09 %
Total 5000 Salary Secretarys	32,518.49	35,201.00	-2,682.51	92.38 %
5100 Office Supplies	1,580.43	1,000.00	580.43	158.04 %
5110 Office Equipment, Printers	838.74	1,500.00	-661.26	55.92 %
5130 Dues/Membership Admin				
5135 Steering Committee Members	206.90	500.00	-293.10	41.38 %
5140 TML Lobbying (Membership)	853.00	812.00	41.00	105.05 %
5150 General Dues/Mbrship Admin	125.00	900.00	-775.00	13.89 %
Total 5130 Dues/Membership Admin	1,184.90	2,212.00	-1,027.10	53.57 %
5200 Shipping and Postage	52.80	500.00	-447.20	10.56 %
5300 Newspaper Publications	543.00	3,000.00	-2,457.00	18.10 %

Town of Poetry

Budget vs. Actuals: FY_2025_2026 - FY26 P&L

October 2025 - September 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
5450 Poetry Scholarship Donated		2,000.00	-2,000.00	
5500 Education & Mtg Exp	735.00	1,000.00	-265.00	73.50 %
5600 Professional Services	475.00		475.00	
5640 Engineering Survey		17,966.88	-17,966.88	
5650 ETJ Removal		10,000.00	-10,000.00	
5660 Zoning Map Update Prof Services		5,000.00	-5,000.00	
5670 Dis Annexation Map Update (deleted)		5,000.00	-5,000.00	
Total 5600 Professional Services	475.00	37,966.88	-37,491.88	1.25 %
5700 Tech Support & Serv				
5705 Town Public Forum	224.95	180.00	44.95	124.97 %
5710 Website	287.93	312.00	-24.07	92.29 %
5715 Tech Services - Other	1,499.35	1,200.00	299.35	124.95 %
5740 Internet Phone Services	1,291.95	2,100.00	-808.05	61.52 %
5780 Software Subscriptions	2,572.62	3,036.00	-463.38	84.74 %
5790 Domain Renewal		23.17	-23.17	
Total 5700 Tech Support & Serv	5,876.80	6,851.17	-974.37	85.78 %
5800 Legal Services				
5810 Legal Services Meetings	107.50	1,500.00	-1,392.50	7.17 %
5820 Legal Lawsuit Fees	1,935.74	15,000.00	-13,064.26	12.90 %
5830 Legal Documents	1,397.50	3,000.00	-1,602.50	46.58 %
5840 Legal - Other	591.75	500.00	91.75	118.35 %
5860 Legal Zoning Ordinance		1,500.00	-1,500.00	
Total 5800 Legal Services	4,032.49	21,500.00	-17,467.51	18.76 %
5900 Town Insurance				
5910 Cyber Ins Policy	1,850.00	1,850.00	0.00	100.00 %
5920 Bldg Ins. *Ervin Ins. Concepts, Inc." TOP		700.00	-700.00	
5930 TML Town Ins	5,500.69	6,526.00	-1,025.31	84.29 %
Total 5900 Town Insurance	7,350.69	9,076.00	-1,725.31	80.99 %
6000 Capital Expenditure				
6010 Cap Exp Road Refurbishment	31,303.16		31,303.16	
6011 Cap Exp HC Road Refurbishm	68,348.40	65,000.00	3,348.40	105.15 %
6012 Cap Exp KC Road Refurbishm	25,450.00	35,000.00	-9,550.00	72.71 %
Total 6010 Cap Exp Road Refurbishment	125,101.56	100,000.00	25,101.56	125.10 %
6020 Cap Exp Signage		5,000.00	-5,000.00	
Total 6000 Capital Expenditure	125,101.56	105,000.00	20,101.56	119.14 %
6100 Pothole Signage & Road Rel	-31,303.16		-31,303.16	
6111 HC Project Sheets	3,830.20	50,000.00	-46,169.80	7.66 %
6112 KC Project Sheets	1,800.00	23,500.00	-21,700.00	7.66 %
6125 Volunteer Pothole Repair		7,000.00	-7,000.00	
6150 Volunteer Road Supplies		500.00	-500.00	
6175 Volunteer Road Equip. Rent		1,000.00	-1,000.00	
Total 6100 Pothole Signage & Road Rel	-25,672.96	82,000.00	-107,672.96	-31.31 %

Town of Poetry

Budget vs. Actuals: FY_2025_2026 - FY26 P&L

October 2025 - September 2026

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
6200 TownHall Grounds Maint Services	2,094.87	3,500.00	-1,405.13	59.85 %
6300 Election Expense	3,783.14		3,783.14	
6350 Town Hall Building Repairs		1,300.00	-1,300.00	
6400 Bldg Utilities Exp				
6410 Reimburse Church/Utilities		600.00	-600.00	
6420 Town Hall Electricity	2,474.90	1,500.00	974.90	164.99 %
6430 Water Utilities	505.76	600.00	-94.24	84.29 %
Total 6400 Bldg Utilities Exp	2,980.66	2,700.00	280.66	110.39 %
6500 Audit Expense	5,450.00	6,000.00	-550.00	90.83 %
6575 TDA GO! Grant		0.00	0.00	
6600 Emergency Management		5,000.00	-5,000.00	
6650 Rainy Day Fund 25-26		30,549.39	-30,549.39	
6655 Rainy Day Severe Weather C		2,500.00	-2,500.00	
Payroll Expenses				
Taxes	0.00		0.00	
Wages	0.00		0.00	
Total Payroll Expenses	0.00		0.00	
Total Expenses	\$168,925.61	\$360,356.44	\$ -191,430.83	46.88 %
NET OPERATING INCOME	\$45,167.28	\$0.00	\$45,167.28	0.00%
Other Income				
8000 Reconciliation Item	-29.44		-29.44	
Total Other Income	\$ -29.44	\$0.00	\$ -29.44	0.00%
NET OTHER INCOME	\$ -29.44	\$0.00	\$ -29.44	0.00%
NET INCOME	\$45,137.84	\$0.00	\$45,137.84	0.00%

Town of Poetry

Account QuickReport

All Dates

Distribution account	Transaction date	Transaction type	Num	Name	Description	Account Name	Cleared	Amount	Balance
6000 Capital Expenditure									
6010 Cap Exp Road Refurbishment									
6012 Cap Exp KC Road Refurbishm									
6012 Cap Exp KC Road Refurbishm	10/01/2025	Journal Entry	2		Completed K-11 per Krystal Cruz KC Road	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6012 Cap Exp KC Road Refurbishm		3,000.00	3,000.00
6012 Cap Exp KC Road Refurbishm	11/17/2025	Journal Entry	4		Project K-12 Completed 11172025	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6012 Cap Exp KC Road Refurbishm		6,250.00	9,250.00
6012 Cap Exp KC Road Refurbishm	01/31/2026	Journal Entry	9		K-13 KC Road 321 from CR 321 to FM 986	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6012 Cap Exp KC Road Refurbishm		8,100.00	17,350.00
6012 Cap Exp KC Road Refurbishm	08/31/2026	Journal Entry	34		K-16 Complete Level Up K VT 323 btween CR 321 and FM 986	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6012 Cap Exp KC Road Refurbishm		8,100.00	25,450.00
Total for 6012 Cap Exp KC Road Refurbishm								\$25,450.00	
Total for 6010 Cap Exp Road Refurbishment with sub-accounts								\$25,450.00	
Total for 6000 Capital Expenditure with sub-accounts								\$25,450.00	
TOTAL								\$25,450.00	

Town of Poetry

Account QuickReport

All Dates

Distribution account	Transaction date	Transaction type	Num	Name	Description	Account Name	Cleared	Amount	Balance
6000 Capital Expenditure									
6010 Cap Exp Road Refurbishment									
6011 Cap Exp HC Road Refurbishm									
6011 Cap Exp HC Road Refurbishm	10/30/2025	Journal Entry	11		10/14/2025 2-36" Culverts	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		530.00	530.00
6011 Cap Exp HC Road Refurbishm	10/30/2025	Journal Entry	11		10/14/2025 2-36" Culverts	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		1,590.00	2,120.00
6011 Cap Exp HC Road Refurbishm	10/30/2025	Journal Entry	11		10/14/2025 2-36" Culverts	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		400.00	2,520.00
6011 Cap Exp HC Road Refurbishm	10/30/2025	Journal Entry	11		10/14/2025 2-36" Rock	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		400.00	2,920.00
6011 Cap Exp HC Road Refurbishm	12/09/2025	Journal Entry	3		Project Sheet H-29 Complete 11102025	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		4,930.00	7,850.00
6011 Cap Exp HC Road Refurbishm	01/31/2026	Journal Entry	11		Adj H-29 Completed Work to HC Poetry Repairs Worksheet	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		-494.00	7,356.00
6011 Cap Exp HC Road Refurbishm	01/31/2026	Journal Entry	12		Rev 10302025 Entry H-28 to match HC Poetry Repairs Culverts 2-36" 2440, 24" 2466, Rock, 2-36" 2452	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		-2,390.00	4,966.00
6011 Cap Exp HC Road Refurbishm	01/31/2026	Journal Entry	12		H-28 to match HC Poetry Repairs Culverts 2-36" 2440, 24" 2466, Rock, 2-36" 2452	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		11,171.00	16,137.00
6011 Cap Exp HC Road Refurbishm	04/30/2026	Journal Entry	16		Project Sheet H-31 CR 2446 1-15" x 30' metal culvert - 1 load of rock	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		1,000.00	17,137.00
6011 Cap Exp HC Road Refurbishm	06/04/2026	Journal Entry	22		H-32 Multiple Sections of Heavily Patched Road Surface CR2326 between intersections CCR2426 & CR2400	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		15,225.00	32,362.00
6011 Cap Exp HC Road Refurbishm	06/04/2026	Journal Entry	22		H-33 Under Road Culvert Replacement	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		1,905.00	34,267.00
6011 Cap Exp HC Road Refurbishm	07/31/2026	Journal Entry	30		Reverse H-29 per HC Auditors Office	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		494.00	34,761.00
6011 Cap Exp HC Road Refurbishm	07/31/2026	Journal Entry	30		Adj H-28 Per HC Auditors Office	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		0.60	34,761.60
6011 Cap Exp HC Road Refurbishm	07/31/2026	Journal Entry	30		Adj H-25 Per HC Auditors Office	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		-28.20	34,733.40
6011 Cap Exp HC Road Refurbishm	07/31/2026	Journal Entry	31		H-34 CR 246412 tons asphalt, 1 - 18"x 30' Metal Culvert	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		2,859.00	37,592.40
6011 Cap Exp HC Road Refurbishm	07/31/2026	Journal Entry	31		H-36 CR 2432 Multiple Areas between FM 1565 and Town Limit	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		15,378.00	52,970.40
6011 Cap Exp HC Road Refurbishm	08/11/2026	Journal Entry	32		H-37 CR 2434 Multiple Areas between FM 1565 and Town Limit	6000 Capital Expenditure:6010 Cap Exp Road Refurbishment:6011 Cap Exp HC Road Refurbishm		15,378.00	68,348.40
Total for 6011 Cap Exp HC Road Refurbishm								\$68,348.40	
Total for 6010 Cap Exp Road Refurbishment with sub-accounts								\$68,348.40	
Total for 6000 Capital Expenditure with sub-accounts								\$68,348.40	
TOTAL								\$68,348.40	

Town of Poetry

Account QuickReport

All Dates

Distribution account	Transaction date	Transaction type	Num	Name	Description	Account Name	Cleared	Amount	Balance
6100 Pothole Signage & Road Rel									
6111 HC Project Sheets									
6111 HC Project Sheets	08/04/2025	Journal Entry	3		Refund Reimbursement HC Missed Work CR 2400	6100 Pothole Signage & Road Rel:6111 HC Project Sheets		-4,300.00	-4,300.00
6111 HC Project Sheets	08/04/2025	Journal Entry	4		Pothole Repairs HC	6100 Pothole Signage & Road Rel:6111 HC Project Sheets		2,471.80	-1,828.20
6111 HC Project Sheets	10/30/2025	Journal Entry	11		10/13/2025 Pothole and Road Edge Repair CR 2454,2526,2426,2432,2458,2460,2440,2450	6100 Pothole Signage & Road Rel:6111 HC Project Sheets		530.00	-1,298.20
6111 HC Project Sheets	10/30/2025	Journal Entry	11		10/14/2025 Pothole and Road Edge Repair CR 2454,2326,2426,2432,2458,2460,2440,2450,2420	6100 Pothole Signage & Road Rel:6111 HC Project Sheets		530.00	-768.20
6111 HC Project Sheets	10/30/2025	Journal Entry	11		10/20/2025 Pothole and Road Edge Repair CR2434,2426,2526,2432,2458,2460,2440,2450,2430	6100 Pothole Signage & Road Rel:6111 HC Project Sheets		530.00	-238.20
6111 HC Project Sheets	01/31/2026	Journal Entry	10		H-25 Adj 2471.8 to 2500.00 pothole signage 2434 2426 2326 2400 2458 2452 2454 2456	6100 Pothole Signage & Road Rel:6111 HC Project Sheets		28.20	-210.00
6111 HC Project Sheets	04/30/2026	Journal Entry	16		Project Sheet H-30 CR2426, CR2326, CR2400, CR2454, CR2456, CR2464, CR2434 3 loads pot hole repair mix	6100 Pothole Signage & Road Rel:6111 HC Project Sheets		1,590.00	1,380.00
6111 HC Project Sheets	07/31/2026	Journal Entry	31		H-35 CR 2458 from Kaufman County Line to Town Limit 4 tons asphalt patch	6100 Pothole Signage & Road Rel:6111 HC Project Sheets		622.00	2,002.00
Total for 6111 HC Project Sheets								\$2,002.00	
Total for 6100 Pothole Signage & Road Rel with sub-accounts								\$2,002.00	
TOTAL								\$2,002.00	

Town of Poetry

Account QuickReport

All Dates

Distribution account	Transaction date	Transaction type	Num	Name	Description	Account Name	Cleared	Amount	Balance
6100 Pothole Signage & Road Rel									
6112 KC Project Sheets									
6112 KC Project Sheets	02/23/2026	Journal Entry	13		K-14 Project Four Post and Gate Lane 02232026 Pothole Expense	6100 Pothole Signage & Road Rel:6112 KC Project Sheets		1,000.00	1,000.00
6112 KC Project Sheets	05/13/2026	Journal Entry	21		K-15 Project Sheet Pothole and Edge Repair CR247 & CR249	6100 Pothole Signage & Road Rel:6112 KC Project Sheets		800.00	1,800.00
Total for 6112 KC Project Sheets								\$1,800.00	
Total for 6100 Pothole Signage & Road Rel with sub-accounts								\$1,800.00	
TOTAL								\$1,800.00	

Town of Poetry

American National Bank of Texas, Period Ending 08/31/2026

RECONCILIATION REPORT

Reconciled on: 09/03/2026

Reconciled by: Theresa Scholander

Any changes made to transactions after this date aren't included in this report.

Summary	USD
Statement beginning balance.....	216,085.71
Checks and payments cleared (16).....	-15,384.43
Deposits and other credits cleared (1).....	10,748.68
Statement ending balance.....	211,449.96
Uncleared transactions as of 08/31/2026.....	-427.64
Register balance as of 08/31/2026.....	211,022.32
Cleared transactions after 08/31/2026.....	0.00
Uncleared transactions after 08/31/2026.....	-5,870.66
Register balance as of 09/03/2026.....	205,151.66

Details				
Checks and payments cleared (16)				
DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
07/23/2026	Bill Payment	1790	Kaufman County Auditor	-493.00
07/30/2026	Bill Payment	1793	Charter Communications	-113.13
08/04/2026	Tax Payment		Intuit QuickBooks Workforce	-564.38
08/04/2026	Payroll Check	DD	Mrs. Theresa Rita Scholander	-1,083.20
08/04/2026	Payroll Check	DD	Lora Lehew	-1,794.01
08/12/2026	Bill Payment	ACH	Wix.com	-25.98
08/13/2026	Bill Payment	ACH	Microsoft O365	-28.42
08/15/2026	Bill Payment	ACH	PWSC	-51.63
08/17/2026	Bill Payment	Debit Card	Amazon Online	-35.78
08/17/2026	Bill Payment	Debit Card	Amazon Prime	-139.00
08/20/2026	Bill Payment	1794	Nichols, Jackson, Dillard, Hag...	-537.50
08/20/2026	Bill Payment	1796	Hunt County Attn Brittany Gib...	-10,000.00
08/20/2026	Bill Payment	ACH	Wix.com	-2.15
08/20/2026	Bill Payment	1795	Herbert Fletcher	-80.00
08/21/2026	Bill Payment	ACH	Intuit	-217.46
08/21/2026	Bill Payment	Debit Card	Reliant	-218.79
Total				-15,384.43

Deposits and other credits cleared (1)				
DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/11/2026	Deposit		TEXAS STATE COMPTROLL...	10,748.68
Total				10,748.68

Additional Information				
Uncleared checks and payments as of 08/31/2026				
DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
08/01/2024	Bill Payment	1566	Haley Anderton-Dennis	-6.00
08/01/2024	Bill Payment	1564	Mrs. Shelley Smith	-3.05
06/26/2025	Bill Payment	36	Reliant	-123.62
09/04/2025	Bill Payment	ACH	Gusto	-65.03
08/11/2026	Bill Payment	ACH	Charter Communications	-113.13
08/31/2026	Bill Payment	1798	TrackerSoft, LP	-36.81
08/31/2026	Bill Payment	1799	Herbert Fletcher	-80.00

Total

-427.64

Uncleared checks and payments after 08/31/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/01/2026	Payroll Check	DD	Mrs. Theresa Rita Scholander	-1,103.28
09/01/2026	Bill Payment	1797	Kaufman County Elections De...	-3,025.00
09/01/2026	Payroll Check	DD	Lora Lehew	-1,134.42
09/01/2026	Tax Payment		Intuit QuickBooks Workforce	-399.90
09/03/2026	Bill Payment	1801	TrackerSoft, LP	-36.81
09/03/2026	Bill Payment	1802	Reliant	-171.25

Total

-5,870.66

Uncleared deposits and other credits after 08/31/2026

DATE	TYPE	REF NO.	PAYEE	AMOUNT (USD)
09/30/2026	Tax Payment		Intuit QuickBooks Workforce	0.00

Total

0.00

Town of Poetry

Petty Cash, Period Ending 08/31/2026

RECONCILIATION REPORT

Reconciled on: 09/03/2026

Reconciled by: Theresa Scholander

Any changes made to transactions after this date aren't included in this report.

Summary

USD

Statement beginning balance.....	27.81
Checks and payments cleared (0).....	0.00
Deposits and other credits cleared (0).....	0.00
Statement ending balance.....	<u>27.81</u>

Register balance as of 08/31/2026.....	27.81
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Town of
Poetry

Aug-26

GL Account
6010,11,12,20
Capital Road
Refurbishment &
6100, 6112, 6111
Pothole Signage,
Road Repair

Sales and Use Tax Revenue

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
January-2024	\$9,297.01
February-2024	\$11,177.13
March-2024	\$8,313.79
April-2024	\$8,767.73
May-2024	\$9,379.24
June-2024	\$8,025.35
July-2024	\$8,761.22
August-2024	\$8,616.47
September-2024	\$9,517.29
October-2024	\$8,149.76
November-2024	\$8,692.26
December-2024	\$8,333.01
January-2025	\$9,549.48
February-2025	\$12,200.67
March-2025	\$8,778.05
April-2025	\$7,790.71
May-2025	\$10,381.66
June-2025	\$9,598.68
July-2025	\$9,281.90
Aug-2025	\$10,026.77
Sept-2025	\$12,416.15
Oct-2025	\$9,339.81
Nov-2025	\$10,263.27
Dec-2025	\$10,236.88
Jan-2026	\$12,173.70
February-2026	\$14,601.88
March-2026	\$9,508.36
April-2026	\$10,640.68
May-2026	\$11,081.40
June-2026	\$10,022.25
July-2026	\$10,249.22
Aug-2026	\$10,748.68

Total Allocation \$375,518.54

Expenditures	
Capital Expense	
GL 6010 YE 09302022	\$ 7,477.00
GL 6010 YE 09302023	\$ 23,826.16
GL 6010 YE 09302025	\$ 64,859.68
GL 6020 YE 09/30/2025 Signage	\$ 4,847.48
GL 6011 YE 09302026 HC	\$ 68,348.40
GL 6012 YE 09302026 KC	\$ 25,450.00
6010,20,11,& 12 TOTAL	\$ 194,808.72
Pothole and Signage	
GL 6100 YE 09302024	\$ 33,300.50
GL 6100 YE 09302025	\$ 25,027.45
GI 6112 KC Proj. Sheets YE 09302026	\$ 1,800.00
GL 6111 HC Proj. Sheets YE 09302026	\$ 3,802.00
6100,6111 &6112 TOTAL	63,929.95
HC Escrow Account (1800 +19553.00)	\$ 6,649.60
KC Escrow Account	\$ -
Escrow Accounts TOTAL	\$ 6,649.60

10/01 -09/30/2026
10/01 -09/30/2026

10/01 -09/30/2026
10/01 -09/30/2026
10/01 -09/30/2026
10/01 -09/30/2026

Road Fund Balance \$110,130.27
General Fund Balance \$101,319.69
Bank Bal 08/31/2026 \$211,449.96

Total Expenditures \$265,388.27

Town of Poetry

Account QuickReport

All Dates

Distribution account	Transaction date	Transaction type	Num	Name	Description	Account Name	Cleared	Amount	Balance
ROADS Escrow Accounts									
Hunt County Roads AGREED CREDIT Escrow Acct									
Hunt County Roads AGREED CREDIT Escrow Acct	08/04/2025	Journal Entry	3		Refund Reimbursement HC Missed Work CR 2400	ROADS Escrow Accounts:Hunt County Roads AGREED CREDIT Escrow Acct	Uncleared	4,300.00	4,300.00
Hunt County Roads AGREED CREDIT Escrow Acct	08/04/2025	Journal Entry	4		Pothole Repairs HC	ROADS Escrow Accounts:Hunt County Roads AGREED CREDIT Escrow Acct	Uncleared	-2,471.80	1,828.20
Hunt County Roads AGREED CREDIT Escrow Acct	01/31/2026	Journal Entry	10		H-25 Adj 2471.8 to 2500.00 pothole signage 2434 2426 2326 2400 2458 2452 2454 2456	ROADS Escrow Accounts:Hunt County Roads AGREED CREDIT Escrow Acct	Uncleared	-28.20	1,800.00
Total for Hunt County Roads AGREED CREDIT Escrow Acct								\$1,800.00	
Total for ROADS Escrow Accounts with sub-accounts								\$1,800.00	
TOTAL								\$1,800.00	

Town of Poetry
Account QuickReport
All Dates

Distribution account	Transaction date	Transaction type	Num	Name	Description	Account Name	Cleared	Amount	Balance
ROADS Escrow Accounts									
Hunt County Roads Escrow Acct									
Hunt County Roads Escrow Acct	07/01/2025	Bill	Escrow Acct ROADS	Hunt County Attn Brittany Gibson	Escrow Acct ROADS Intital Deposit Approved Council 06192025 HUNT COUNTY	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	5,000.00	5,000.00
Hunt County Roads Escrow Acct	10/21/2025	Bill	10162025 Project Shee	Hunt County Attn Brittany Gibson	Project Sheet 12K Approved 10162025 TH Meeting	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	12,000.00	17,000.00
Hunt County Roads Escrow Acct	10/30/2025	Journal Entry	11		10/03/2025 See Hunt County ILA Spreadsheet 10302025	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-530.00	16,470.00
Hunt County Roads Escrow Acct	10/30/2025	Journal Entry	11		10/13/2025 See Hunt County ILA Spreadsheet 10302025	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-530.00	15,940.00
Hunt County Roads Escrow Acct	10/30/2025	Journal Entry	11		10/14/2025 See Hunt County ILA Spreadsheet 10302025	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-530.00	15,410.00
Hunt County Roads Escrow Acct	10/30/2025	Journal Entry	11		10/14/2025 See Hunt County ILA Spreadsheet 10302025	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-1,590.00	13,820.00
Hunt County Roads Escrow Acct	10/30/2025	Journal Entry	11		10/14/2025 See Hunt County ILA Spreadsheet 10302025	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-400.00	13,420.00
Hunt County Roads Escrow Acct	10/30/2025	Journal Entry	11		10/14/2025 See Hunt County ILA Spreadsheet 10302025	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-400.00	13,020.00
Hunt County Roads Escrow Acct	10/30/2025	Journal Entry	11		10/20/2025 See Hunt County ILA Spreadsheet 10302025	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-530.00	12,490.00
Hunt County Roads Escrow Acct	11/21/2025	Bill		Hunt County Attn Brittany Gibson	Town Council Mtg 11202025 approved Escrow Payment Hunt County Roads	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	10,000.00	22,490.00
Hunt County Roads Escrow Acct	12/09/2025	Journal Entry	3		Project Sheet H-29 Complete 11102025	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-4,930.00	17,560.00
Hunt County Roads Escrow Acct	01/31/2026	Journal Entry	11		Adj H-29 Completed Work to HC Poetry Repairs Worksheet	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	494.00	18,054.00
Hunt County Roads Escrow Acct	01/31/2026	Journal Entry	12		Rev 10302025 Entry H-28 to match HC Poetry Repairs Culverts 2-36" 2440, 24" 2466, Rock, 2-36" 2452	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	2,390.00	20,444.00
Hunt County Roads Escrow Acct	01/31/2026	Journal Entry	12		H-28 to match HC Poetry Repairs Culverts 2-36" 2440, 24" 2466, Rock, 2-36" 2452	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-11,171.00	9,273.00
Hunt County Roads Escrow Acct	04/07/2026	Bill		Hunt County Attn Brittany Gibson	Agenda ITem #5 03/19/2026 Road Maint Projects APPROVED 5-0	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	10,000.00	19,273.00
Hunt County Roads Escrow Acct	04/30/2026	Journal Entry	16		Project Sheet H-30 CR2426, CR2326, CR2400, CR2454, CR2456, CR2464, CR2434 3 loads pot hole repair mix	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-1,590.00	17,683.00
Hunt County Roads Escrow Acct	04/30/2026	Journal Entry	16		Project Sheet H-31 CR 2446 1-15" x 30' metal culvert - 1 load of rock	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-1,000.00	16,683.00
Hunt County Roads Escrow Acct	05/21/2026	Bill	Escrow Payment	Hunt County Attn Brittany Gibson	Hunt County Escrow Payment Agenda Item and Approved Thursday 05/21/2026	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	10,000.00	26,683.00
Hunt County Roads Escrow Acct	06/04/2026	Journal Entry	22		H-32 Multiple Sections of Heavily Patched Road Surface CR2326 between intersections CCR2426 & CR2400	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-15,225.00	11,458.00
Hunt County Roads Escrow Acct	06/04/2026	Journal Entry	22		H-33 Under Road Culvert Replacement	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-1,905.00	9,553.00
Hunt County Roads Escrow Acct	06/18/2026	Bill	06182026 Escrow	Hunt County Attn Brittany Gibson	06182026 Escrow payment Approval Townhall Mtg	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	10,000.00	19,553.00
Hunt County Roads Escrow Acct	07/21/2026	Bill	Escrow Pmt approved	Hunt County Attn Brittany Gibson	Escrow Payment Approved by council 07162026	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	10,000.00	29,553.00
Hunt County Roads Escrow Acct	07/31/2026	Journal Entry	30		Reverse H-29 per HC Auditors Office	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-494.00	29,059.00
Hunt County Roads Escrow Acct	07/31/2026	Journal Entry	30		Adj H-28 Per HC Auditors Office	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-0.60	29,058.40
Hunt County Roads Escrow Acct	07/31/2026	Journal Entry	30		Adj H-25 Per HC Auditors Office	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	28.20	29,086.60
Hunt County Roads Escrow Acct	07/31/2026	Journal Entry	31		H-34 CR 2464 12 tons asphalt, 1 - 18"x 30' Metal Culvert	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-2,859.00	26,227.60
Hunt County Roads Escrow Acct	07/31/2026	Journal Entry	31		H-35 CR 2458 from Kaufman County Line to Town Limit 4 tons asphalt patch	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-622.00	25,605.60
Hunt County Roads Escrow Acct	07/31/2026	Journal Entry	31		H-36 CR 2432 Multiple Areas between FM 1565 and Town Limit	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-15,378.00	10,227.60
Hunt County Roads Escrow Acct	08/11/2026	Journal Entry	32		H-37 CR 2434 Multiple Areas between FM 1565 and Town Limit	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	-15,378.00	-5,150.40
Hunt County Roads Escrow Acct	08/20/2026	Bill	ESCROW	Hunt County Attn Brittany Gibson	Town Hall Meeting 08202026 Agenda Item #4	ROADS Escrow Accounts:Hunt County Roads Escrow Acct	Uncleared	10,000.00	4,849.60
Total for Hunt County Roads Escrow Acct								\$4,849.60	
Total for ROADS Escrow Accounts with sub-accounts								\$4,849.60	
TOTAL								\$4,849.60	

Town of Poetry
Account QuickReport
All Dates

Distribution account	Transaction date	Transaction type	Num	Name	Description	Account Name	Cleared	Amount	Balance
ROADS Escrow Accounts									
Kaufman County Roads Escrow Acc									
Kaufman County Roads Escrow Acc	07/01/2025	Bill		Kaufman County Auditor	Escrow Account ROADS initial Deposit Approved Council 06192025 Kaufman Cty	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	5,000.00	5,000.00
Kaufman County Roads Escrow Acc	08/18/2025	Journal Entry	5		CR 249 Project Sheet Pot Holes/Side of Road ASPPM Cold Mix	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	-2,100.00	2,900.00
Kaufman County Roads Escrow Acc	09/19/2025	Bill	ESCROW #2	Kaufman County Auditor	Escrow Check #2 Approved TH Mtg 09182025	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	20,000.00	22,900.00
Kaufman County Roads Escrow Acc	10/01/2025	Journal Entry	2		Completed K-11 per Krystal Cruz KC Road	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	-3,000.00	19,900.00
Kaufman County Roads Escrow Acc	10/07/2025	Journal Entry	8		Beginning Balance - Per KC FY 2023 Rollover	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	3,857.00	23,757.00
Kaufman County Roads Escrow Acc	11/17/2025	Journal Entry	4		Project K-12 Completed 11172025	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	-6,250.00	17,507.00
Kaufman County Roads Escrow Acc	01/31/2026	Journal Entry	9		K-13 KC Road 321 from CR 321 to FM 986	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	-8,100.00	9,407.00
Kaufman County Roads Escrow Acc	02/23/2026	Journal Entry	13		K-14 Project Four Post and Gate Lane 02232026 Pothole Expense	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	-1,000.00	8,407.00
Kaufman County Roads Escrow Acc	05/13/2026	Journal Entry	21		K-15 Project Sheet Pothole and Edge Repair CR247 & CR249	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	-800.00	7,607.00
Kaufman County Roads Escrow Acc	07/21/2026	Bill	K16 Remaining Bal	Kaufman County Auditor	Project K16 complete Remaining balance due \$493.00	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	493.00	8,100.00
Kaufman County Roads Escrow Acc	08/31/2026	Journal Entry	34		K-16 Complete Level Up K VT 323 btween CR 321 and FM 986	ROADS Escrow Accounts:Kaufman County Roads Escrow Acc	Uncleared	-8,100.00	0.00
Total for Kaufman County Roads Escrow Acc								\$0.00	
Total for ROADS Escrow Accounts with sub-accounts								\$0.00	
TOTAL								\$0.00	

Road Maintenance Expenditures July 2025 through September 2026

updated 081126

Project Sheet	County	Month/Year	Amount	Road Repaired	Work Performed	Notes	County	Road Repaired	Pavement Repair	Culvert Replacement	Total Spent
H25	Hunt	July-25	\$308.97	CR 2434	Pothole & Edge Repair		Hunt	CR 2326	\$15,838.72	\$0.00	\$15,838.72
			\$308.97	CR 2426	Pothole & Edge Repair		Hunt	CR 2400	\$4,907.72	\$0.00	\$4,907.72
			\$308.97	CR 2326	Pothole & Edge Repair		Hunt	CR 2426	\$1,214.39	\$0.00	\$1,214.39
			\$308.97	CR 2400	Pothole & Edge Repair		Hunt	CR 2430	\$2,011.00	\$0.00	\$2,011.00
			\$308.97	CR 2458	Pothole & Edge Repair		Hunt	CR 2432	\$15,378.00	\$0.00	\$15,378.00
			\$308.97	CR 2452	Pothole & Edge Repair		Hunt	CR 2434	\$16,592.39	\$0.00	\$16,592.39
			\$308.97	CR 2454	Pothole & Edge Repair		Hunt	CR 2440	\$905.42	\$4,620.00	\$5,525.42
			\$309.01	CR 2456	Pothole & Edge Repair		Hunt	CR 2446	\$1,000.00	\$0.00	\$1,000.00
							Hunt	CR 2450	\$106.00	\$0.00	\$106.00
							Hunt	CR 2452	\$308.97	\$0.00	\$308.97
H26	Hunt	October-25	\$176.67	CR 2434	Pothole & Edge Repair		Hunt	CR 2454	\$507.72	\$4,620.00	\$5,127.72
			\$176.67	CR 2440	Pothole & Edge Repair		Hunt	CR 2456	\$507.76	\$0.00	\$507.76
			\$176.67	CR 2426	Pothole & Edge Repair		Hunt	CR 2458	\$1,036.97	\$0.00	\$1,036.97
H27	Hunt	October-25	\$530.00	CR 2434	Pothole & Edge Repair		Hunt	CR 2460	\$106.00	\$0.00	\$106.00
			\$530.00	CR 2440	Pothole & Edge Repair		Hunt	CR 2464	\$3,057.75	\$0.00	\$3,057.75
			\$530.00	CR 2426	Pothole & Edge Repair		Hunt	CR 2466	\$0.00	\$1,931.60	\$1,931.60
									\$63,478.81	\$11,171.60	\$74,650.41
H28	Hunt	November-25	\$4,620.00	CR 2454	Under Road Culvert Replacement - 2 x 36"						
			\$4,620.00	CR 2440	Under Road Culvert Replacement - 2 x 36"						
			\$1,931.60	CR 2466	Under Road Culvert Replacement - 1 x 24"						
H29	Hunt	November-25	\$4,400.00	CR 2400	Level Up - CR2326 to CR2322	Charged to: Capital Pot Hole & Repair need to verify					
			\$106.00	CR 2326	Pothole Repair						
			\$106.00	CR 2458	Pothole Repair						
			\$106.00	CR 2430	Pothole Repair						
			\$106.00	CR 2460	Pothole Repair						
			\$106.00	CR 2450	Pothole Repair						
H30	Hunt	March-26	\$198.75	CR 2426	Pothole Repair	Other Labels: awaiting county approval - not icluded in detail totals yet not scheduled					
			\$198.75	CR 2326	Pothole Repair						
			\$198.75	CR 2400	Pothole Repair						
			\$198.75	CR 2454	Pothole Repair						
			\$198.75	CR 2456	Pothole Repair						
			\$198.75	CR 2464	Pothole Repair						
			\$198.75	CR 2434	Pothole Repair						
			\$198.75	CR 2440	Pothole Repair						
H31	Hunt	April-26	\$1,000.00	CR 2446	Under Road Culvert Replacement - 1 x 15"						
H32	Hunt	May-26	\$15,225.00	CR 2326	Level Up - CR2426 to CR2400						
H33	Hunt	May-26	\$1,905.00	CR 2430	Under Road Culvert Replacement - 1 x 18"						
H34	Hunt	May-26	\$2,859.00	CR 2464	Under Road Cuvert Replacement - 1 x 18"						
H35	Hunt	May-26	\$622.00	CR 2458	Pothole & Edge Repair						
H36	Hunt	July-26	\$15,378.00	CR 2432	Level Up - FM 1565 to Town Limit						
H37	Hunt	August-26	\$15,378.00	CR 2434	Level Up - FM 1565 to Town Limit						
H38	Hunt	September-26	\$2,500.00	Roads TBD	Pothole Repair						
Hunt County Total			\$77,150.41								
K10	Kaufman	July-25	\$2,100.00	CR 249	Pothole & Edge Repair - FM986 to CR2458		County	Road	Pavement Repair	Culvert Replacement	Amount Spent
K11	Kaufman	October-26	\$3,000.00	CR 247	Pothole & Edge Repair - FM986 to CR246		Kaufman	CR 247	\$3,400.00	\$0.00	\$3,400.00
							Kaufman	CR 249	\$2,500.00	\$0.00	\$2,500.00
							Kaufman	CR 323	\$16,200.00	\$0.00	\$16,200.00
K12	Kaufman	November-25	\$6,250.00	Green Meadows	Level Up & Pothole Repair		Kaufman	Green Meadows	\$6,250.00	\$0.00	\$6,250.00
K13	Kaufman	December-25	\$8,100.00	CR 323	Level Up & Pothole Repair - CR321 to FM986		Kaufman	Four Post & Gate Lane	\$1,000.00	\$0.00	\$1,000.00
									\$29,350.00	\$0.00	\$29,350.00
K14	Kaufman	February-26	\$1,000.00	Four Post & Gate Lane	Pothole Repair						
K15	Kaufman	May-26	\$400.00	CR 247	Pothole Repair						
			\$400.00	CR 249	Pothole Repair						
K16	Kaufman	July-26	\$8,100.00	CR 323	Level Up and Pothole Repair - FM 986 to CR 321						
K17	Kaufman	September-26	\$1,000.00	CR 249	Pothole & Edge Repair						
Kaufman County Total			\$30,350.00								
Total both Counties			\$107,500.41								



Town of Poetry, Texas

Minutes

Special Town Council Meeting



Tuesday, August 11, 2026
Poetry Town Hall
5671 County Road 323, Poetry Texas 75160
6:30pm

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

BE IT REMEMBERED THAT ON THIS DAY OF THE 11th of August 2026 at 6:30pm, the Town Council of Poetry, Texas, held a Special Town Council Meeting at Poetry Town Hall, 5671 County Road 323, Poetry, Texas 75160.

A. Call to Order

Mayor Mike Jaffe called the public meeting to order at 6:30pm. Roll call was taken by Deputy Secretary Lora Lehew. Present were: Mayor Mike Jaffe, Council Members: Tom Anderson, Dale Bryant, Tracie Hibbs, and Doug Kendrick. Mayor Pro Tem Terry Fowler was absent. The Deputy Secretary announced a quorum was present.

Pledge of Allegiance: Mayor Jaffe

Invocation: Mayor Jaffe

B. Items of Community Interest – 6:32pm

Pursuant to Section 551.0415 of the Texas Government Code, the Town Council may report on the following items: 1) expression of thanks, congratulations, or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders upcoming Town Council events; 5) about community events, and 6) announcements involving an imminent threat to public health and safety.

1. None

C. Regular Agenda

1. The Mayor and Council discussed and took action to adopt an Ordinance to order a Joint Special Election on November 3, 2026 in Kaufman County and Hunt County for voters to consider reauthorization of the Town of Poetry's 1.5% Sales and Use Tax.

Citizens Speaking on this topic:

- None

Motion made by Councilmember Anderson to accept the agenda item as is.
Motion seconded by: Councilmember Kendrick
All in Favor: Anderson, Bryant, Hibbs, Kendrick
All Opposed: none
Abstain: none
Result: Passed 4-0

D. General Public Comments – 6:34pm

Comments are limited to three (3) minutes. If a translator is needed, the speaker may be given up to four (4) minutes. Sign up is required in advance either in-person prior to the start of the meeting or by emailing your comments to speak@poetrytexas.org at least 24 hours prior to the start of the meeting. The Texas Open Meetings Act restricts council members from discussing items not posted on the agenda. Action or responses to your remarks by council members (if not a posted agenda item) are limited to either a statement of fact or recitation of an existing policy or a proposal to place the subject on the agenda for a future meeting.

Citizens Speaking on General Public Comments:

- None

Prior to adjournment, Councilmember Anderson provided an update requested by a citizen regarding the status of the Bishop Field project. Mayor Jaffe suggested this update also be placed on the September meeting agenda. **No vote was taken.**

E. Adjournment

The Town Council meeting adjourned at 6:35pm.

I certify that the minutes of August 11, 2026 were voted and approved by the Council of the Town of Poetry on this 17th day of September, 2026.

Mike Jaffe, Mayor
Town of Poetry, Texas

ATTEST:

Lora Lehew, Deputy Secretary
Town of Poetry, Texas



Town of Poetry, Texas

Minutes

Budget Public Hearing, Workshop & Regular Town Council Meeting



Thursday, August 20, 2026
Poetry Town Hall
5671 County Road 323, Poetry Texas 75160
5:30pm

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

BE IT REMEMBERED THAT ON THIS DAY OF THE 20th of August 2026 at 5:30pm, the Town Council of Poetry, Texas, held a Budget Public Hearing, Workshop, and Regular Town Council Meeting at Poetry Town Hall, 5671 County Road 323, Poetry, Texas 75160.

A. Call to Order

Mayor Mike Jaffe called the public meeting to order at 5:30pm. Roll call was taken by Deputy Secretary Lora Lehew. Present were: Mayor Mike Jaffe, Mayor Pro Tem Terry Fowler, Council Members: Tom Anderson, Dale Bryant, Tracie Hibbs, and Doug Kendrick. No Council Members were absent. The Deputy Secretary announced a quorum was present.

Pledge of Allegiance: Councilmember Hibbs

Invocation: Councilmember Bryant

Mayor Jaffe informed the Council that a request was brought to him by a citizen through Councilmember Hibbs to setup real-time closed-captioning for the Town meetings. Mayor Jaffe set that up and tested the software, and the Town is using it for this meeting on a trial basis to see how it performs.

◆ Mayor Jaffe opened the Budget Public Hearing at 5:34pm.

B. Budget Public Hearing

1. The Mayor and Council presented, reviewed, and discussed the proposed Budget for FY 2026-2027. There have been no changes or edits made from the proposed budget presented to Council at the July meeting. However, Mayor Jaffe stated that there will be changes to the numbers after the close of the current fiscal year and those final numbers will be inserted into the proposed budget to become the official final Budget in October.

Citizens Speaking at the Budget Public Hearing:

- Cheryl Holloway

Motion made by Councilmember Anderson to approve Ordinance No. 2026-08-20-01 that includes the proposed budget as Exhibit A with the caveat that the carryover final numbers will be included after the close of the fiscal year, and the final Budget will be presented at the October meeting.

Motion seconded by: Councilmember Hibbs

All in Favor: Anderson, Bryant, Fowler, Hibbs, Kendrick

All Opposed: none

Abstain: none

Result: Passed 5-0

◆ Mayor Jaffe closed the Budget Public Hearing at 5:44pm.

◆ Mayor Jaffe opened the Workshop at 5:44pm.

C. Workshop Agenda – 5:44pm

1. Councilmember Bryant provided an update on the progress of the Citizen Zoning Advisory Committee. The Mayor and Council discussed the progress, current recommendations, and ideas from the Citizen Zoning Advisory Committee. The Mayor and Council also discussed other aspects of zoning including enforcement, their views of zoning in general, does the Zoning Ordinance accomplish what it was intended to accomplish, the lack of feasibility of zoning due to the structure of the Town's map and shape, the concepts of replacing or repealing the current ordinance, and the possibility a subdivision ordinance. Discussion was also had regarding the confusing nature and inaccuracies of the current zoning map that is attached to the current Zoning Ordinance. The Town was notified in April 2024 that the zoning map was not correct; however, Council was not notified. Discussion was had regarding correcting and updating the current zoning map to make it clear what the Town governs or controls. Council also discussed possibly putting these items on the September agenda for further discussion. Councilmember Bryant and Councilmember Anderson will provide the rest of Council and the Mayor the written edits and comments from the Committee relating to the current Zoning Ordinance. ***This was a discussion only. No vote was taken.***

Citizens Speaking on this Workshop item:

- Scott Lehew, Poetry
- Tara Senkevech, Poetry
- Shelley Smith, Poetry

- ◆ Mayor Jaffe recessed the Workshop for a break at 6:34pm.
- ◆ Mayor Jaffe reconvened the Workshop at 6:40pm.

Citizens Speaking on this Workshop item (continued):

- Mike Griffin, Poetry

- ◆ Mayor Jaffe closed the Workshop at 6:44pm.
- ◆ Mayor Jaffe opened the Regular Council Meeting at 6:44pm.

D. Items of Community Interest – 6:44pm

Pursuant to Section 551.0415 of the Texas Government Code, the Town Council may report on the following items: 1) expression of thanks, congratulations, or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders upcoming Town Council events; 5) about community events, and 6) announcements involving an imminent threat to public health and safety.

1. Mayor Jaffe thanked the citizens and Council who participated in the Town's recent Citizen Survey.
2. The Mayor thanked Poetry Community Christian School for hosting our recent Town Hall meeting.
3. Mayor Jaffe thanked Councilman Anderson for helping with several handyman tasks at Town Hall.
4. The Mayor thanked Hunt and Kaufman Counties for their continued help with the Town road repairs through our interlocal agreements.
5. Mayor Jaffe thanked TX DOT for resurfacing FM 986 and FM 1565.
6. The Mayor announced there is a Kaufman County Gold Star Family Memorial Dedication Ceremony, Sunday, September 27, 2026 at 2:00pm. It will be held at the Kaufman County Veterans Memorial Park.
7. Mayor Jaffe thanked Tara Senkevech for helping to maintain the greenery and flowerbeds at Town Hall.
8. Mayor Jaffe encouraged everyone to keep Ms. Becky, who lives next door to Town Hall, in their prayers regarding her current health issues.
9. Mayor Jaffe announced that, due to election law, there are extended and different Town Hall office hours. Town Hall will be open Monday-Friday from August 14, 2026-December 13, 2026. The hours are: Mondays, 9am-12noon; Tuesdays, 11am-2pm; Wednesdays, 11am-2pm; Thursdays, 1pm-5pm; and Fridays, 9am-12noon.

E. Reports – 6:47pm

1. Financial Reports Provided
 - a. P&L Budget vs. Actual – July 2026

- b. Account Quick Reports 6011, 6012, 6111, 6112 – July 2026
 - c. Bank Reconciliation Summary & Detail – July 2026
 - d. Bank Reconciliation Petty Cash – July 2026
 - e. Sales & Use Tax Report – July 2026
 - f. Hunt & Kaufman County Roads Escrow Reports – July 2026
2. Roads Maintenance Expenditures Report – July 2026. Mayor Jaffe provided updates on recent road repairs and upcoming projects. At the request of Councilmember Hibbs, Mayor Jaffe included a rough estimate of how much road was repaired (number of feet) on the Road Maintenance Expenditures Report.
 3. Road and Traffic Updates
 4. Mayor and Councilmember Activity Updates:
 - Councilmember Kendrick requested Mayor Jaffe provide information on what roads are next in line for repairs.

F. Consent Agenda – 6:56pm

Items on the Consent Agenda are considered routine, not likely to require discussion or deliberation and may be approved in a single motion. If discussion is desired, items may be removed from the Consent Agenda for individual discussion by any Councilmember prior to the motion and vote.

1. Approved Minutes – July 16, 2026 Executive Session, Zoning Board of Adjustment Hearing, Workshop & Regular Meeting
2. Approved Minutes – July 28, 2026 Town Hall Meeting
3. Approved Nichols Jackson legal bill 7/31/26 - \$537.50
4. Approved signing final replat Hidden Oaks lots 34 & 35 discussed in July 2026 meeting

Motion made by Councilmember Anderson to approve the Consent Agenda as is along with signing the letter approving the replat.

Motion seconded by: Councilmember Kendrick

All in Favor: Anderson, Bryant, Fowler, Hibbs, Kendrick

All Opposed: none

Abstain: none

Result: Passed 5-0

G. Regular Agenda – 6:58pm

1. Mayor Jaffe and the Council discussed the process to begin installing the Town of Poetry street signs that were previously purchased. The Mayor and Council also discussed and took action to purchase additional signs needed that were not previously purchased. Mayor Jaffe will start installing signs starting with the roads that intersect with a state road as well as intersections within the Town of Poetry regardless whether

the road is private or not. Mayor Jaffe will follow-up with finding out if the Council needs to pass an ordinance to make the street signs valid or official.

Citizens Speaking on this topic:

- Tara Senkevech

Motion made by Councilmember Kendrick for Mayor Jaffe to spend up to \$1,000 to purchase the additional street signs required to fill out the remaining signs needed.

Motion seconded by: Councilmember Anderson

All in Favor: Anderson, Bryant, Fowler, Hibbs, Kendrick

All Opposed: none

Abstain: none

Result: Passed 5-0

2. The Mayor and Council discussed at length and took action to obtain an Americans with Disabilities Act (ADA) inspection and certification for Poetry Town Hall. Councilmember Bryant will gather more information regarding the estimated price of the certification process to present to the Council at the next meeting. Councilmember Anderson will provide a copy of the quote he previously obtained in 2023 to the current Council and Mayor. **No vote was taken.**

Citizens Speaking on this topic:

- Tara Senkevech, Poetry

◆ Councilmember Hibbs made a motion to adjourn into an Executive Session.

◆ The Mayor convened an Executive Session at 7:26pm.

◆ The Executive Session concluded at 7:30pm. Mayor Jaffe reported that discussion was had regarding the importance of the Town having all of the pertinent records and documents that the Town needs to make decisions and track items. The Mayor and Council will follow-up as required. **No vote was taken during the Executive Session.**

◆ The Mayor reconvened the Regular Council Meeting at 7:31pm.

3. The Mayor and Council discussed and took action on a Resolution to update the Town of Poetry's Master Fee Schedule Exhibit "A" cost schedule.

Citizens Speaking on this topic:

- None

Motion made by Councilmember Anderson to approve the draft Resolution.
Motion seconded by: Councilmember Fowler
All in Favor: Anderson, Bryant, Fowler, Kendrick
All Opposed: Hibbs
Abstain: none
Result: Passed 4-1

4. The Mayor and Council discussed and took action to add \$10,000 to Hunt County roads escrow. The money will cover the deficit and create a balance for other upcoming road work.

Citizens Speaking on this topic:

- Tara Senkevech, Poetry
- Cheryl Holloway, Poetry

Motion made by Councilmember Anderson to approve adding \$10,000 to the Hunt County roads escrow account.
Motion seconded by: Mayor Pro Tem Fowler
All in Favor: Anderson, Bryant, Fowler, Hibbs, Kendrick
All Opposed: none
Abstain: none
Result: Passed 5-0

5. The Mayor and Council discussed the preliminary results of the Citizen Survey that closed on August 12, 2026. Mayor Pro Tem Fowler announced the methodology of resolving 20 invalid addresses or addresses outside the Town boundaries and the results of each question. Councilmember Anderson provided an explanation on the calculations of the statistical validity of the number of respondents to the survey. There will be some redactions on the citizen comments relating to specific names, addresses or other terms identifying locations or people. Deputy Secretary Lora Lehew spoke regarding the material that would be redacted and the timeframe for the presentation of the preliminary and final results to be posted on the website. The preliminary results reflecting the 197 respondents of the survey, including citizen comments, will be released and published on the website no later than the morning of Friday, August 21, 2026. It was decided that the final results will remove the 20 addresses that were outside the Town boundaries or invalid and that the charts and numbers would be updated to only reflect the 177 addresses that were verified. The final results reflecting the 177 address-verified respondents will be posted on the website the following week. Councilmember Bryant requested that if anyone sees any remaining survey signs around the community to call Town Hall with the location and the signs will be picked up.

Citizens Speaking on this topic:

- Tara Senkevech, Poetry

Motion made by Councilmember Anderson to redact personally identifying information from the general comments, mark the copy of the results that Council has as “preliminary,” post the preliminary results on the website, and post final results that removes the 20 addresses early next week.

Motion seconded by: Councilmember Hibbs

All in Favor: Anderson, Bryant, Fowler, Hibbs, Kendrick

All Opposed: none

Abstain: none

Result: Passed 5-0

6. The Mayor and Council discussed the Hayter Engineering Professional Services Agreement (PSA) to create a Schedule of Procedures (SOP) to be used to solicit bids from professional surveyors to create an on-the-ground survey of the Town of Poetry. Councilmember Anderson requested the PSA include the specific language to clarify that it is an on-the-ground survey. Mayor Jaffe requested that the PSA be updated to have a “not to exceed” for the cost. Councilmember Bryant will give a detailed set of directions to Hayter with the requested updates and then provide the updated PSA to Council for consideration and possibly schedule a workshop, if necessary. **No vote was taken.**

Citizens Speaking on this topic:

- Tara Senkevech, Poetry

7. The Mayor and Council discussed and took action to repeal Ordinance No. 2024-04-01 Ad Valorem [sic] Restrictions. Mayor Jaffe will confirm with the Town attorney to confirm if anything further is needed to repeal this Ordinance.

Citizens Speaking on this topic:

- Scott Lehew, Poetry
- Tara Senkevech, Poetry
- Don Yost, Poetry

Motion made by Mayor Pro Tem Fowler to repeal Ordinance No. 2024-04-01.

Motion seconded by: Councilmember Bryant

All in Favor: Anderson, Bryant, Fowler, Hibbs, Kendrick

All Opposed: none

Abstain: none

Result: Passed 5-0

H. General Public Comments – 8:31pm

Comments are limited to three (3) minutes. If a translator is needed, the speaker may be given up to four (4) minutes. Sign up is required in advance either in-person prior to the start of the meeting or by emailing your comments to speak@poetrytexas.org at least 24 hours prior to the start of the meeting. The Texas Open Meetings Act restricts council members from discussing items not posted on the agenda. Action or responses to your remarks by council members (if not a posted agenda item) are limited to either a statement of fact or recitation of an existing policy or a proposal to place the subject on the agenda for a future meeting.

Citizens Speaking on General Public Comments:

- Scott Lehew, Poetry
- Tara Senkevech, Poetry
- Shelley Smith, Poetry

I. Adjournment

The Town Council meeting adjourned at 8:38pm.

I certify that the minutes of August 20, 2026 were voted and approved by the Council of the Town of Poetry on this 17th day of September, 2026.

Mike Jaffe, Mayor
Town of Poetry, Texas

ATTEST:

Lora Lehew, Deputy Secretary
Town of Poetry, Texas

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

**TOWN OF POETRY
TX USA**

**Date: 08/31/2026
Ref.: 3089.000
Bill #: 68442**

RE: General Legal Services

Attention: Mayor Mike Jaffe

Date	Init	Description of Service	Hours	Amount
08/01/2026	DMB	Review of Engineering Services Contract, preparation of professional services agreement, transmittal to mayor. Re: Hayter Engineering	0.50	107.50
08/08/2026	DMB	Review of proposed ordinances, preparation and transmittal of draft ordinance re ad valorem taxes, email to mayor; review of election ordinance; email to mayor re map amendment.	1.00	215.00
08/11/2026	DMB	Email to councilmember (TF); email to mayor re plat approval certificate; email to mayor re plat approvals.	0.25	53.75
08/14/2026	DMB	Review of proposed scheduling order, email to opposing counsel; email to mayor, re West litigation.	0.25	53.75
08/25/2026	DMB	Preparation and transmittal of draft ordinance repealing ad valorem tax ordinance.	0.50	107.50
08/28/2026	DMB	Emails to mayor re nonconforming lot, town hall renovations.	0.25	53.75
		Our Fee	2.75	591.25

Time Summary

Lawyer Initials	Rate	Hrs	Amount
DMB	215.00	2.75	591.25

Disbursements

Attorney General Fees	12.50
-----------------------	-------

Total Disbursements	12.50
----------------------------	--------------

Total Fees and Disbursements	603.75
-------------------------------------	---------------

TOTAL	603.75
--------------	---------------

Net Amount Owing on This Bill	603.75
--------------------------------------	---------------

Statement of Account

Prior Balance	537.50
---------------	--------

Payments & Adjustments	-537.50
------------------------	---------

Current Fees	591.25
--------------	--------

Current Disbursements	\$12.50
-----------------------	---------

Amount Due and Owing to Date	\$603.75
-------------------------------------	-----------------

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 admin@nicholsjackson.com

Aug 31, 2026

Client: 3089

TOWN OF POETRY

TX USA

MATTER STATUS

		Prior Balance	Payments Adjustments	Current Charges	Total
3089.000	General Legal Services	537.50	-537.50	603.75	603.75
Total		537.50	-537.50	603.75	603.75



Logged in as Theresa Scholander
Town of Poetry

Account Settings ▾



Home



Directory



Events



Resources



Reports



News



Settings

Account Settings

Personal

Company

Billing

▸ Payment Profiles

▸ **Make a Payment**

▸ Autopay & Billing

▸ Transaction History

▸ Shopping Cart

Make a Payment

Use this screen to make direct credit card payments to your account.

Open Invoices (1)

Selected Invoice Total

\$300.00

☐ Invoice #	Details	Subtotal	Balance Due	Payment Amount
☒ 184197	Bill To: Theresa Scholander Date: 8/21/2026 Due: 8/21/2026 (19 Days past due) \$300.00 Annual Membership Investment (recurs annually) ☐ 3.00 \$3.00 Credit Card Processing Fee (voluntary)	303.00	300.00	300.00 ▸ Switch to monthly billing

▸ [Make an additional payment](#)

Continue



November 3, 2026
Gubernatorial and Joint Election
Contract for Joint Election Services



November 3, 2026

Constitutional Amendment and Joint Election

Table of Contents

I.....	Duties and Services of County Election Officer
II.....	Duties and Services of Participating Political Subdivisions
III.....	Cost of Election
IV.....	General Provisions

Exhibits

Exhibit A.....	Early Voting Schedule and Vote Center Locations
Exhibit B.....	Election Day Vote Center Locations
Exhibit C.....	Cost of Services
Exhibit D.....	List of Political Subdivisions Races on Ballot



THE STATE OF TEXAS
KAUFMAN COUNTY

§
§

JOINT CONTRACT FOR
ELECTION SERVICES

BY THE TERMS OF THIS CONTRACT made and entered into by and between the following **AS OF AUGUST 4, 2026:**

KAUFMAN COUNTY
CITY OF FORNEY
CITY OF TERRELL
TOWN OF POETRY
CRANDALL ISD
EMERGENCY SERVICES DISTRICT NO. 7
GRAND MEADOWS MUNICIPAL UTILITY DISTRICT

hereinafter referred to as "Participating Political Subdivisions" and TANDI SMITH, Elections Administrator of Kaufman County, Texas, hereinafter referred to as "County Election Officer", pursuant to the authority in Section 271.002, of Chapter 271, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the November 3, 2026, Gubernatorial and Joint Election for Kaufman County voters only.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF COUNTY ELECTION OFFICER. The County Election Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The County Election Officer shall arrange for notification (including writ of election), training and compensation of all presiding judges, alternate judges, clerks for the polling site, Central Counting Station and early voting ballot board.

- a. The County Election Officer shall be responsible for notification of each Election Day and Early Voting presiding judge and alternate judge, Central Counting Station and Ballot Board of his or her appointment made by Commissioners' Court and/or the Elections Board. The presiding election judge of each polling place will use his/her discretion to determine when additional manpower is needed during peak voting hours and notify the County Election Officer. The County Election Officer will help determine the number of clerks to work at the polls. Election judges and early voting personnel shall be secured by the County Election Officer.
- b. Election judges, Alternate judges, Clerks and Student Clerks shall all attend the County Election Officer's school of instruction. (Date and locations to be determined)



- c. Election judges shall be responsible for picking up from and returning election supplies to the County Election Officer. (Date to be determined). Compensation for this pickup and delivery of supplies will be \$25.00.
 - d. The County Election Officer shall compensate each election judge and election worker. Compensation will be based on what the county pays and has been approved in Commissioner's Court unless arranged otherwise. Early voting presiding officer shall receive \$18.00 per hour and clerks shall receive \$16.00 per hour for services. Each election day judge shall receive \$18.00 per hour for services rendered; each alternate judge shall receive \$16.00 per hour for services; and clerk shall receive \$16.00 per hour for services. Each worker that attends training class and completes service during the Early Voting period and/or on Election Day shall receive a \$20 training stipend. Ballot Board, Central Counting Station Presiding judge and alternate shall receive \$20.00 per hour and clerks shall receive \$18.00 per hour for services, with a minimum of 4 hours paid each day of reporting regardless of time served. Overtime will be paid to each person working over 40 hours per week. All other required and additional expenses by law shall be paid. (i.e.: FICA, Medicaid, etc.)
- B. The County Election Officer shall procure, prepare, and distribute voting machines, election kits and election supplies.
- a. Each Participating Political Subdivision agrees that voting at the said Election will be by use of Election Systems and Software ExpressVote marking devices and DS200 Precinct Scanner/Tabulators and the DS450 Absentee Scanner/Tabulator voting system approved by the Secretary of State in accordance with the Texas Election Code. Procedures will be in accordance with the Texas Election Code and decided by the County Election Officer.
 - b. The County Election Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The County Election Officer shall secure all tables and chairs required to hold an election.
 - d. The County Election Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Electronic



Pollbooks will be used to qualify voters for the early voting period and on Election Day. A second electronic pollbook will be provided as back-up in each Early Voting and Election Day polling place.

- e. The County Election Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
 - 1. Equipment includes the rental of the DS200 voting machines (1 per site), ADA ExpressVote marking devices (6 or more per site), ballot box, voting signs, and laptop computers.
 - 2. Supplies include election forms, ballots, labels, extension cords, pens, tape, markers, ballot pens, required signage, totem display poles, name tags, etc.
- C. The County Election Officer, Tandi Smith, shall be appointed the Early Voting Clerk by the Participating Political Subdivisions.
 - a. The County Election Officer shall supervise and conduct Early Voting by mail and in person.
 - b. Early Voting by personal appearance for the said Election shall be conducted during the time period and at the locations listed in Exhibit “A”, attached and incorporated by reference into this contract. In accordance with Sections 85.005 of the Texas Election Code, early voting will be conducted for 12 hours of voting on Saturday and daily during the last week of the early voting period.
 - c. Any qualified voter for the said Election may vote early by personal appearance at any of the Early Voting locations within Kaufman County. Kaufman County Library, 3790 S. Houston St., Kaufman, Texas 75142 will serve as the Main Polling Location for this election.
 - d. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
 - f. All applications for an Early Voting mail ballot shall be received and processed by the Kaufman County Elections Department.



1. Application for mail ballots erroneously mailed to the Participating Political Subdivisions shall immediately be faxed to the County Election Officer for timely processing. The original application shall then be forwarded by mail to the County Election Officer for proper retention.
 2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:
Tandi Smith, Early Voting Clerk,
3003 S. Washington St., Kaufman, Texas 75142
or faxed to 469-595-0395-, or email a scanned copy of signed application to elections@kaufmancounty.net
(If faxed or emailed, then must receive original application within 4 days)
Application for ballot by mail must be received no later than close of business on Friday, October 23, 2026.
 3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
- g. All Early Voting ballots (those cast by mail/absentee) shall be prepared for count by the Early Voting Ballot Board in accordance with Chapter 87 of the Texas Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b)
- D. The County Election Officer shall arrange for the use of all Election Day and Early Voting Vote Center Locations.
- a. The Participating Political Subdivisions shall assume the responsibility of remitting the shared cost of all employee services required to provide access, security and/or custodial services for the polling locations.
 - b. The Early Voting Vote Center polling locations are listed in Exhibit "A", attached and incorporated by reference into this contract.
 - c. The Election Day Vote Center polling locations are listed in Exhibit "B", attached and incorporated by reference into this contract.



- d. Any qualified voter for the said Election may vote during Early Voting or Election Day by personal appearance at any of the Vote Center locations within Kaufman County.
 - e. If a Runoff Election is needed, the Participating Political Subdivisions will work together to choose the Early Voting and Election Day Vote Center locations to best serve their voters in their territory according to the Election Code and/or this contract.
- E. The County Election Officer shall be responsible for establishing and overseeing the tabulation of the early voting and election day voted ballots by the Central Counting Station personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.
- a. The County Election Officer shall prepare, test, and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system will be used on Election Night at the Elections Office.
 - b. The Public Logic and Accuracy Test (L &A) of the electronic voting system shall be conducted. The County Election Officer will publish required notice for the L&A Test and a Joint Notice of Election in the local newspaper of time and place as required by the election code.
 - c. Election night reports will be available to the Participating Political Subdivisions at 7pm on election night on the Kaufman County website (WWW.KAUFMANCOUNTY.NET). Provisional ballots will be tabulated after election night in accordance with the law.
 - d. The County Election Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report will be sent to the Participating Political Subdivisions for their canvass.
 - e. The County Election Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months.
 - 1. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election



2. The Participating Political Subdivisions can obtain the list of registered voters (Combination Forms) from the Elections Administration Office after this retention period. Pending no litigation and if the Participating Political Subdivisions does not request the lists, the County Election Officer shall destroy them in accordance with the Texas Election Code.
- f. The County Election Officer shall conduct a manual partial recount as prescribed by Section 127.201 of the Texas Election Code and submit a written report to the Participating Political Subdivisions in a timely manner. The Secretary of State may waive this requirement. If applicable, a written report shall be submitted to the Secretary of State as required by Section 127.201(E) of the aforementioned code.
- F. The County Election Officer shall post the publication of a “Joint Election Notice” by publishing the notice at least once between the 30th day and the 10th day before the election the proper methods with the proper media in accordance with the Texas Election Code (Sec. 4.003(a)(1)). Newspapers will be agreed upon by the Participating Political Subdivisions based on current publishing customs by each Participating Political Subdivisions. The Participating Political Subdivisions shall send the publication of the “Election Notice” to the Contracting Office to place it on the Elections website in accordance with the Texas Election Code (Sec. 4.008)

II. DUTIES AND SERVICES OF PARTICIPATING POLITICAL SUBDIVISIONS.

The Participating Political Subdivisions shall assume the following responsibilities:

- The Participating Political Subdivisions shall prepare the election orders resolutions, notices, justice department submissions (if required), official canvass and other pertinent documents for adoption by the appropriate office or body. The Participating Political Subdivisions shall handle the candidate filing process and packets that are required by law. The Participating Political Subdivisions assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- A. If holding a BOND ELECTION, the Participating Political Subdivisions shall furnish to KCED, 41 copies of their Bond Notice, collated, 3 hole-punched, in English and Spanish for posting in the polling locations. Copies shall be furnished no later than **September 11, 2026.**
 - B. The Participating Political Subdivisions if recent changes have been made, shall



- provide the County Election Officer with an updated map and street index of their jurisdiction in an electronic and printed format as soon as possible but no later than Friday, August 7, 2026, if any changes have occurred since the last election the county has held for your entity.
- D. The Participating Political Subdivisions shall procure and provide the County Election Officer with the ballot layout and Spanish interpretation in an electronic format (word.doc preferred).
1. The Participating Political Subdivisions shall deliver to the County Election Officer as soon as possible after the election has been ordered any proposition wording in English and Spanish; however it shall be supplied no later than **August 12, 2026**. Candidate names should be given after the drawing. KCED shall receive all information relating to candidates no later than **August 24, 2026**.
 2. Exhibit "D" is provided with a listing of races and/or propositions on the ballot for each Participating Political Subdivisions pending any cancellations or withdrawals.
 3. The Participating Political Subdivisions shall approve the "ballot proof" within **24 hours** of it being provided to them. This is to ensure all are reviewed prior to printing. Kaufman County will not be responsible for the costs of any corrections to a ballot once approved by the Participating Political Subdivision.
- E. The Participating Political Subdivisions shall post the publication of the "Election Order" and "Election Notice" by the proper methods with the proper media in accordance with the Texas Election Code. Additional publications would be handled by the Political Subdivisions to meet any special posting requirements during special elections. (See Section I Part F of this contract)
- F. The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision. Each Participating Political Subdivision HAS until **August 10, 2026** to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct. KCED will not be responsible for addresses not correctly identified by a participating political subdivision.
- G. The Participating Political Subdivisions shall compensate the County Election Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and hourly rates shown on Exhibit "C" for required services.
- H. The Participating Political Subdivisions shall submit this signed contract and pay the County Election Officer a deposit of 75% of the estimated cost to run the said election. No



Participating Political Subdivisions deposit shall be less than \$3,025.00. **Deposits are due no later than Tuesday, September 8, 2026.** The County Election Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

The Deposit and signed contract should be delivered via express delivery within the mandatory time frame to:

**Kaufman County Elections Department
Attn. Tandi Smith
3003 S Washington St.
Kaufman, Texas 75142**

Deposits shall be made payable to: "Kaufman County Treasurer" with the note "for election services" included with check documentation.

- I. The Participating Political Subdivisions shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date the final billing was received.
- J. The Participating Political Subdivisions recognize that they must contract with other counties respective County Election Officer for the administration of their elections for residents outside of the Kaufman County limits. (i.e.: Henderson, Rockwall, Van Zandt, etc.)

III. COST OF SERVICES. See Exhibit "C."

- A. All actual shared cost incurred in the conduct of the election will be divided by Kaufman County and the Participating Political Subdivisions contracting with the County Election Officer to hold the said election. Any special request made by a Participating Political Subdivision will be charged directly to that Political Subdivision. No participating entity shall be billed less than a minimum expense of \$2750.00 for the conduct of their election.
- B. If a Runoff Election is required, all cost will be billed to the Participating Political Subdivisions. Runoff Election will be held in December on the date established by the Texas Secretary of State's Office (if required)
- C. Reconciliation of the final Joint Election Services account cost may take up to 280 days due to invoices generated from various vendors and services utilized to conduct the election. KCED will do its best to provide reconciliation within 180 business days if all invoices are received.



IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the said Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. Upon request, the County Election Officer will provide copies of all invoices and other charges received in the process of running said election for the Participating Political Subdivisions.
- C. If a Participating Political Subdivision cancels an election pursuant to the Texas Election Code, they will not be liable for any further costs incurred by the County Election Officer in conducting the said Election. Notice of a cancelled election should be provided to the County Election Officer as soon as the Participating Political Subdivision has formally approved it.
- D. If any provision of this joint election contract and election services agreement is construed to be illegal or invalid, this will not affect the legality or validity of any of the other provisions. The illegal or invalid provision will be deemed stricken and deleted, but all other provisions shall continue and be given effect as if the illegal or invalid provisions had never been incorporated.
- E. The Commissioner's Court and Elections Administrator of Kaufman County, Texas and all of the contracting authorities of all of the participating political subdivisions listed in this joint election contract and election services agreement represent that each has the full right, power and authority to enter and perform this Contract in accordance with all of the terms and conditions, and that the execution and delivery of this Contract has been made by authorized representatives of the parties to validly and legally bind the parties to all terms, performances and provisions set forth in this Contract. Joint Election Contract is authorized by the Texas Election Code Chapter 271.
- F. The County Election Officer shall file copies of this contract with the County Auditor and the County Treasurer of Kaufman County, Texas (Sec. 31.099)
- G. Neither party shall be deemed to have breached any provision of this contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond any party's control. The parties are required to use due caution and preventive measures to protect against the effects of a force majeure event, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. The party seeking relief due to force majeure is required to promptly notify the other parties in writing, citing the details of the force majeure event and relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Contract has not been terminated. Delay or failure of performance, by either party to this Contract, caused solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.



- H. Due to recent concerns, if it is determined by the Kaufman County Elections Administrator and the Commissioners Court of Kaufman County that the health and safety of the Kaufman County employees, poll workers, volunteers, and other people involved in conducting an election would be placed in danger by conducting an election according to the terms of this agreement, then the Kaufman County Elections Administrator and Commissioners Court of Kaufman County, at their sole discretion, may elect not to conduct an election for the political subdivision. If Kaufman County elects not to handle the election of a local subdivision due to health and safety concerns, then Kaufman County will provide written notice to the political subdivision with sufficient time for the political subdivision to comply with the Election Code.
- I. Payments under this ILA shall be made from current revenues available.
- J. All parties agree to comply with Section 2270.002 and Section 2252.152 of the Texas Government Code.

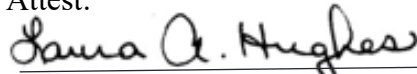
WITNESS BY MY HAND THIS THE 25TH DAY OF August **2026**:



Signature of County Judge- Jackie Allen



Tandi Smith, CERA, CPL, REO
Elections Administrator

Attest:


Signature of County -Clerk Laura Hughes



Political Subdivision:

WITNESS BY MY HAND THIS THE _____ DAY OF _____ 2026.

By: _____
Signature Printed Name and Title

Political Subdivision Name: _____
Printed



EXHIBIT A

EARLY VOTING DATES AND TIMES FOR THE JOINT ELECTION

(Fechas y Horarios de Votación Adelantada para la Elección Conjunta)

TO BE HELD ON NOVEMBER 3, 2026

(que se llevara a cabo 3 de Noviembre del 2026)

October (Octubre) 19-23	Monday – Friday (<i>lunes y viernes</i>)	8:00 am – 5:00pm
October (Octubre) 24	Saturday (<i>sábado</i>)	7:00 am – 7:00pm
October (Octubre) 25	Sunday (<i>domingo</i>)	12:00 pm – 6:00 pm
October (Octubre) 26 – 30	Monday – Friday (<i>lunes y viernes</i>)	7:00 am – 7:00 pm

	Location <i>(ubicación)</i>	Room <i>(Cuarto)</i>	Address <i>(dirección)</i>	City <i>(ciudad)</i>	Zip <i>(código postal)</i>
01	KAUFMAN COUNTY LIBRARY** ** Main Location/Ubicación principal	Community Room	3790 S. Houston Street	Kaufman	75142
02	FORNEY SUB COURTHOUSE	Court Room	200 E. Main Street	Forney	75126
03	TERRELL SUB COURTHOUSE	Training Center	408 E. College Street	Terrell	75160
04	KEMP SUB COURTHOUSE	Court Room	103 N. Main Street	Kemp	75143
05	CRANDALL/COMBINE COMMUNITY CENTER	Community Room	500 W. Lewis	Crandall	75114
06	KEITH BELL OPPORTUNITY CENT.	Vestibule/Rm. 1302	680 Innovation Blvd.	Forney	75126



EXHIBIT B - ELECTION DAY VOTE CENTERS

Polls open from 7:00 am to 7:00 pm/ Horario de votación n estar n abiertos de 7:00 am a 7:00 pm

The below listed Election Day Vote Centers will be established for any qualified voter with an effective date of registration on or before November 3, 2026. A voter may vote at any of the Election Day Vote Centers for the 2026 Gubernatorial/Joint Election. *Las ubicaciones para centros de voto de días de votación se establecer n para cualquier votante calificado con una fecha efectiva de registro en o antes del 03 de Noviembre de 2026. Un votante puede votar en cualquiera de los centros de votación de día de las elecciones para las Elección n Gobernador /Conjunta de 2026.*

VC#	LOCATION	ROOM	ADDRESS	CITY	ZIP
1	Crandall/Combine Community Ctr.	Community Center	500 W Lewis/FM3039	Crandall	75114
2	Talty Baptist Church	Fellowship Hall	5210 N FM 148	Crandall	75114
3	Keith Bell Opportunity Central	Vestibule/Rm. 1302	680 Innovation Blvd.	Forney	75126
4	East Side Church of Christ	Foyer	627 S. FM 548	Forney	75126
5	First Baptist Church, Forney	Chapel	1003 FM 741	Forney	75126
6	Forney Sub Courthouse	Court Room	200 E Main St.	Forney	75126
7	Mustang Creek Church	Foyer	13851 FM 548	Forney	75126
8	The Oasis @ Heartland	Lobby	3558 Kirby Ln.	Heartland	75126
9	Abner Baptist Church	Fellowship Hall	6877 FM 2727	Kaufman	75142
10	Kaufman County Library	Community Rm	3790 S. Houston St.	Kaufman	75142
11	Post Oak Bend Community Center	Community Ctr	1175 CR 278	Kaufman	75142
12	St. Ann Catholic Church	Fellowship Hall	806 N Washington St	Kaufman	75142
13	Warsaw Community Center	Lobby	6430 FM 148	Kaufman	75142
14	First Baptist Church, Kemp	Great Room	1320 S. Elm	Kemp	75143
15	Mabank City Hall	Council Chambers	129 E Market St	Mabank	75147
16	Scurry Admin. Bldg.	Admin Bldg.	10705 State Hwy 34	Scurry	75158
17	Pointview Baptist Church	Adult 1	110 HWY 3039	Combine	75159
18	Bethlehem Baptist Church	Gym	500 S Frances St.	Terrell	75160
19	Bingo Hall -Terrell	Storeroom	14701 Hwy 205	Terrell	75160
20	Terrell Service Ctr.	Training Room	400 Industrial Blvd	Terrell	75160
21	Terrell Sub Courthouse	Training Room	408 E. College Street	Terrell	75160
22	Ables Springs Fire Station	Lobby	30000 FM 429 N	Terrell	75161
23	The Elmo Fire Station	Lobby	12777 FM 2728	Terrell	75161



EXHIBIT C - Estimated Cost & Deposit

Political Subdivision	Registered Voters	Share Percentage	Estimated Cost Per Entity	Exceptional Cost	Estimated ESF Per Entity	Estimated Total	75% Deposit Due*
Kaufman County	115,533	63.93%	\$192,378.55		\$19,237.85	\$211,616.40	
City of Forney	17,951	9.93%	\$29,890.92		\$2,989.09	\$32,880.01	\$24,660.01
City of Terrell	10,038	5.55%	\$16,714.67		\$1,671.47	\$18,386.14	\$13,789.60
Town of Poetry*	399	0.22%	\$2,750.00		\$275.00	\$3,025.00	\$3,025.00
Crandall ISD	19,819	10.97%	\$33,001.40		\$3,300.14	\$36,301.54	\$27,226.15
Grand Meadows Municipal Utility District*	1	0.00%	\$2,750.00	\$1,000.00	\$375.00	\$4,125.00	\$4,125.00
Emergency Service District #7	16,979	9.40%	\$28,272.40	\$3,500.00	\$3,177.24	\$34,949.64	\$26,212.23
Totals	180,720	100.00%	\$305,757.93	\$3,000.00	\$31,025.79	\$341,283.73	\$99,037.99

Total Registered Voters 180,720

Total Estimated Cost without ESF \$ 300,923.99

***Minimum Charge is \$2750. Minimum ESF \$275.00**

(Complete Estimated Cost Breakdown enclosed)



EXHIBIT D - *Participating Entities & Ballot Details*

Political Subdivision	Election Items
Kaufman County	Gubernatorial Election
City of Forney	Special Bond Election
City of Terrell	Special Election for Charter Amendments
Town of Poetry	Special Election Sales and Use Tax
Crandall ISD	Special Election – Voter Approval Tax Rate
Grand Meadows MUD	Creation Election/ General Election Board Members/ Tax Election
Kaufman County ESD 7	Special Election for Annexation



EXHIBIT E — *Early Presiding Election Officers and Alternates Presiding Election Officers*

	LOCATION	PRESIDING ELECTION OFFICER	ALTERNATE PRESIDING ELECTION OFFICER
01	KAUFMAN COUNTY LIBRARY** ** Main Location/Ubicación principal	DEBRA HITT	SYLVIA LANGSTON
02	FORNEY SUB COURTHOUSE	DEAN CARDOZA	MARY MELVIN-HOSKINS
03	TERRELL SUB COURTHOUSE	HALLIE "BERNICE" TURNER	KELLEY PREWITT
04	KEMP SUB COURTHOUSE	CHRISTIANNE "CHRIS" WHEELER	LESLIE BERRYMAN
05	CRANDALL/COMBINE COMMUNITY CENTER	SUSAN MOORE	LISA GARZA
06	KEITH BELL OPPORTUNITY CENT.	STARCHILD MANUS	SARAH KELLEY



EXHIBIT F – *Election Judges/Alternate Judges*

LOCATION	JUDGE	ALTERNATE JUDGE
ST. ANN CATHOLIC CHURCH	TBD	TBD
FIRST BAPTIST CHURCH OF FORNEY	TBD	TBD
TALTY BAPTIST CHURCH	TBD	TBD
TERRELL SERVICE CENTER	TBD	TBD
ABLE SPRINGS FIRE STATION	TBD	TBD
KEITH BELL OPPORTUNITY CENTER "THE OC"	TBD	TBD
TERRELL SUB COURTHOUSE	TBD	TBD
THE ELMO FIRE STATION	TBD	TBD
SCURRY ROSSER ADMIN. BLDG.	TBD	TBD
MUSTANG CREEK CHURCH	TBD	TBD
FIRST BAPTIST CHURCH OF KEMP	TBD	TBD
MABANK CITY HALL	TBD	TBD
POINTVIEW BAPTIST CHURCH	TBD	TBD
CRANDALL/COMBINE COMMUNITY CTR.	TBD	TBD
TERRELL BINGO HALL	TBD	TBD
ABNER BAPTIST CHURCH	TBD	TBD
POST OAK BEND COMMUNITY CENTER	TBD	TBD
FORNEY SUB COURTHOUSE	TBD	TBD
BETHLEHEM BAPTIST CHURCH	TBD	TBD
EAST SIDE CHURCH of CHRIST	TBD	TBD
KAUFMAN COUNTY LIBRARY	TBD	TBD
"THE OASIS" - HEARTLAND COMMUNITY CENTER	TBD	TBD
WARSAW COMMUNITY CENTER	TBD	TBD



EXHIBIT G – *Ballot Board Members*

Judge	
Larry Eggett	
Alternate Judge	
Bob Brown	
Clerks	
Bettye Mayfield	Chari Short
Debra Rogers	Danny Wood Jr.
Steward McGregor	
Alternates	
Jessica Jenkins	Sheryl Phillips
Charles Whitaker	James Coleman

**TOWN OF POETRY, TEXAS
ORDINANCE NO. 2026-09-17-01**

**AN ORDINANCE OF THE TOWN OF POETRY, TEXAS,
REPEALING ORDINANCE 2024-04-01 RELATING TO
AD VALOREM TAXATION; PROVIDING A REPEALING
CLAUSE; AND, PROVIDING AN EFFECTIVE DATE.**

WHEREAS, on or about April 18, 2024, the Town Council of the Town of Poetry adopted Ordinance 2024-04-01, pertaining to transparency and procedures associated with the adoption of ad valorem taxes; and

WHEREAS, the Town Council finds and determines that state law provides for the process of any potential adoption of an ad valorem tax structure, requiring, among other things, notices, public hearings and elections, which supersede the provisions set forth in Ordinance 2024-04-01; and

WHEREAS, the Town Council finds and determines that the adoption of an ad valorem tax is not anticipated and that there is no public need to maintain heightened restrictions on tax proposals that are likely invalid, and that Ordinance 2024-04-01 should be repealed. Now, Therefore,

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

SECTION 1. That Ordinance 2024-04-01, adopted by the Town Council of the Town of Poetry, Texas, on or about April 18, 2024, be and is hereby repealed.

SECTION 2. That any provisions of the ordinances of the Town of Poetry in conflict with the provisions of this ordinance be and the same are hereby repealed and any provisions not so in conflict shall remain in force and effect.

SECTION 3. 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 by the Town Council of the Town of Poetry, Texas on the
17th day of September, 2026.

APPROVED:

MAYOR

ATTEST:

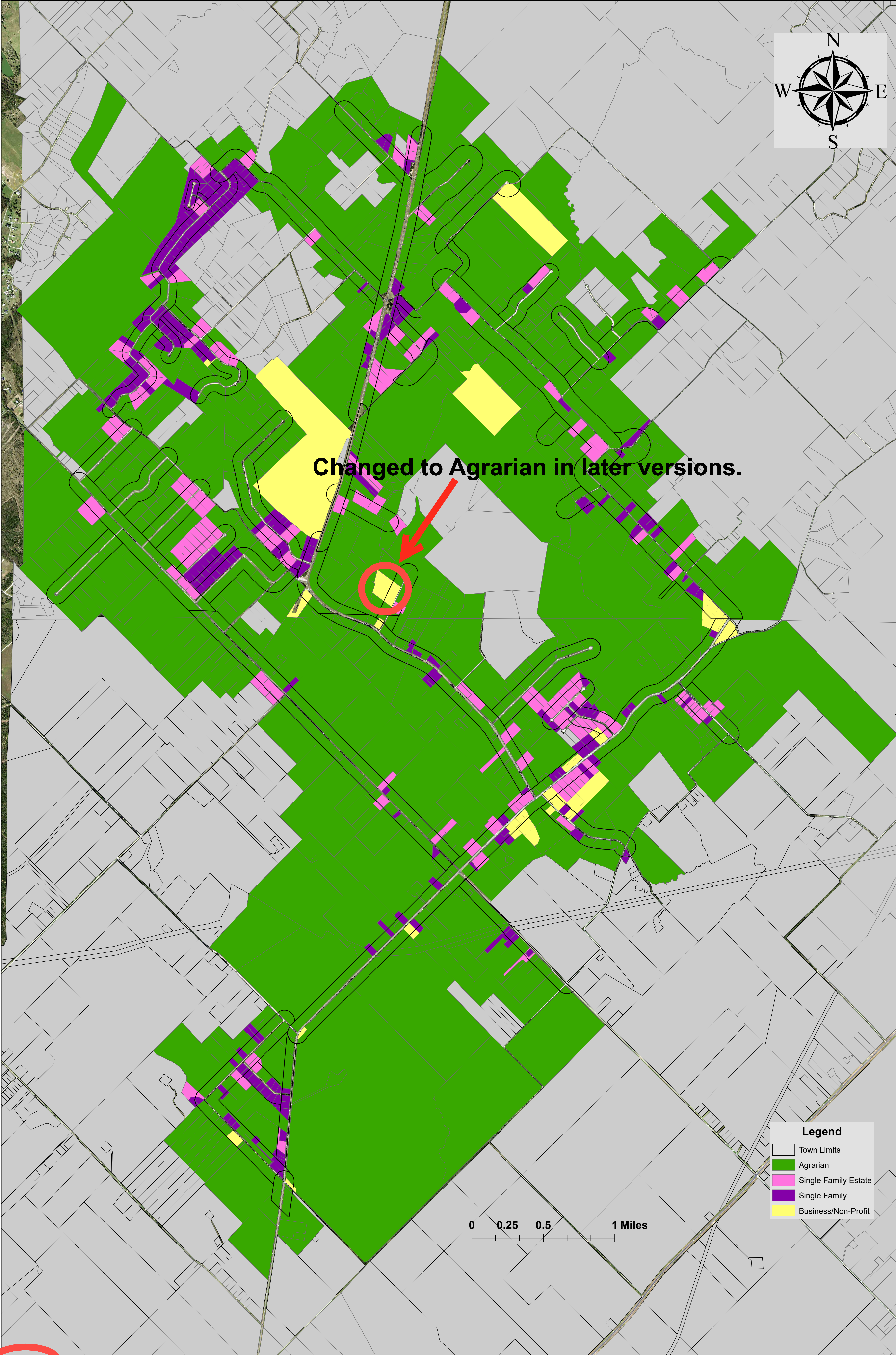
TOWN DEPUTY SECRETARY

APPROVED AS TO FORM:

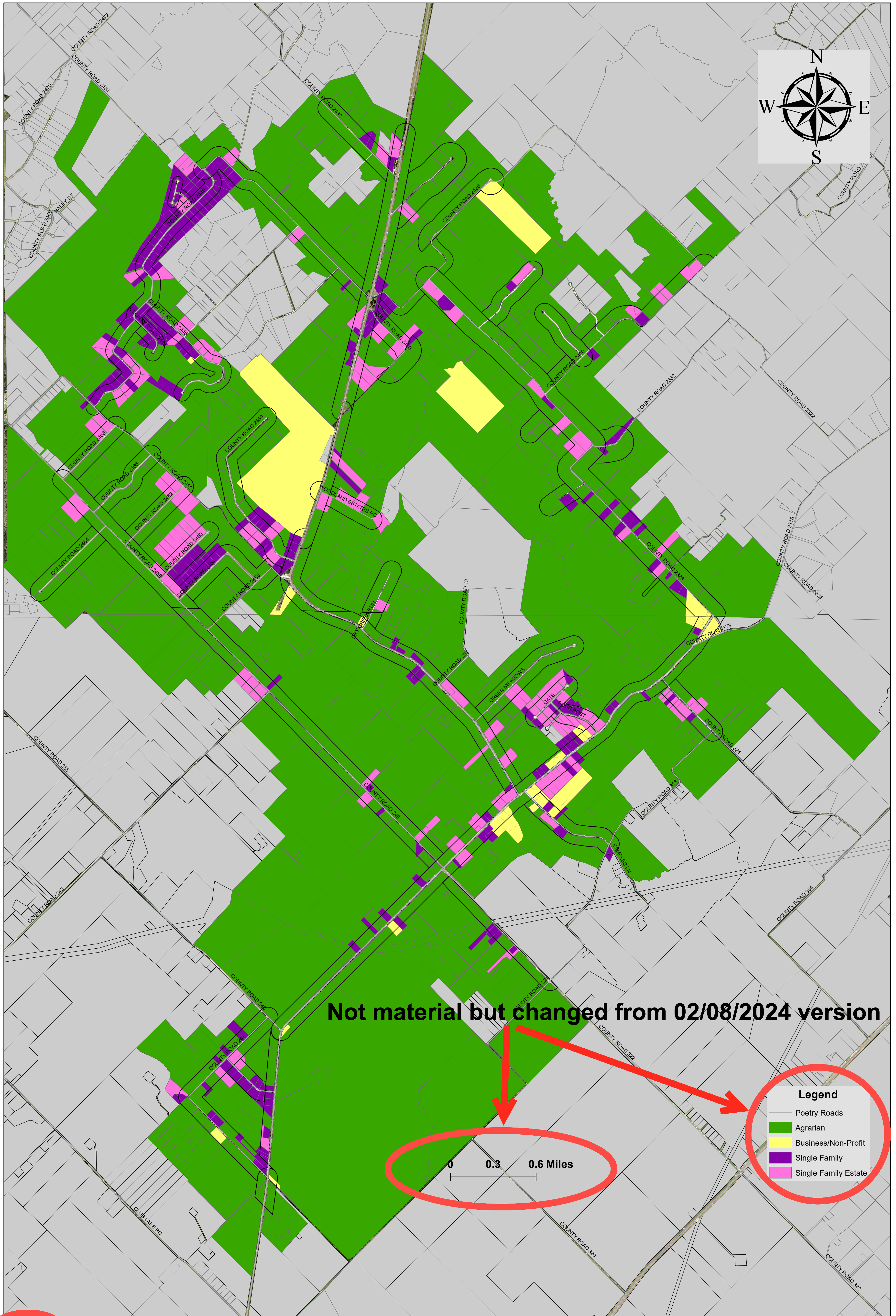
TOWN ATTORNEY

Map provided to Council
for consideration at the
3/21/24 meeting

Town of Poetry Proposed Zoning

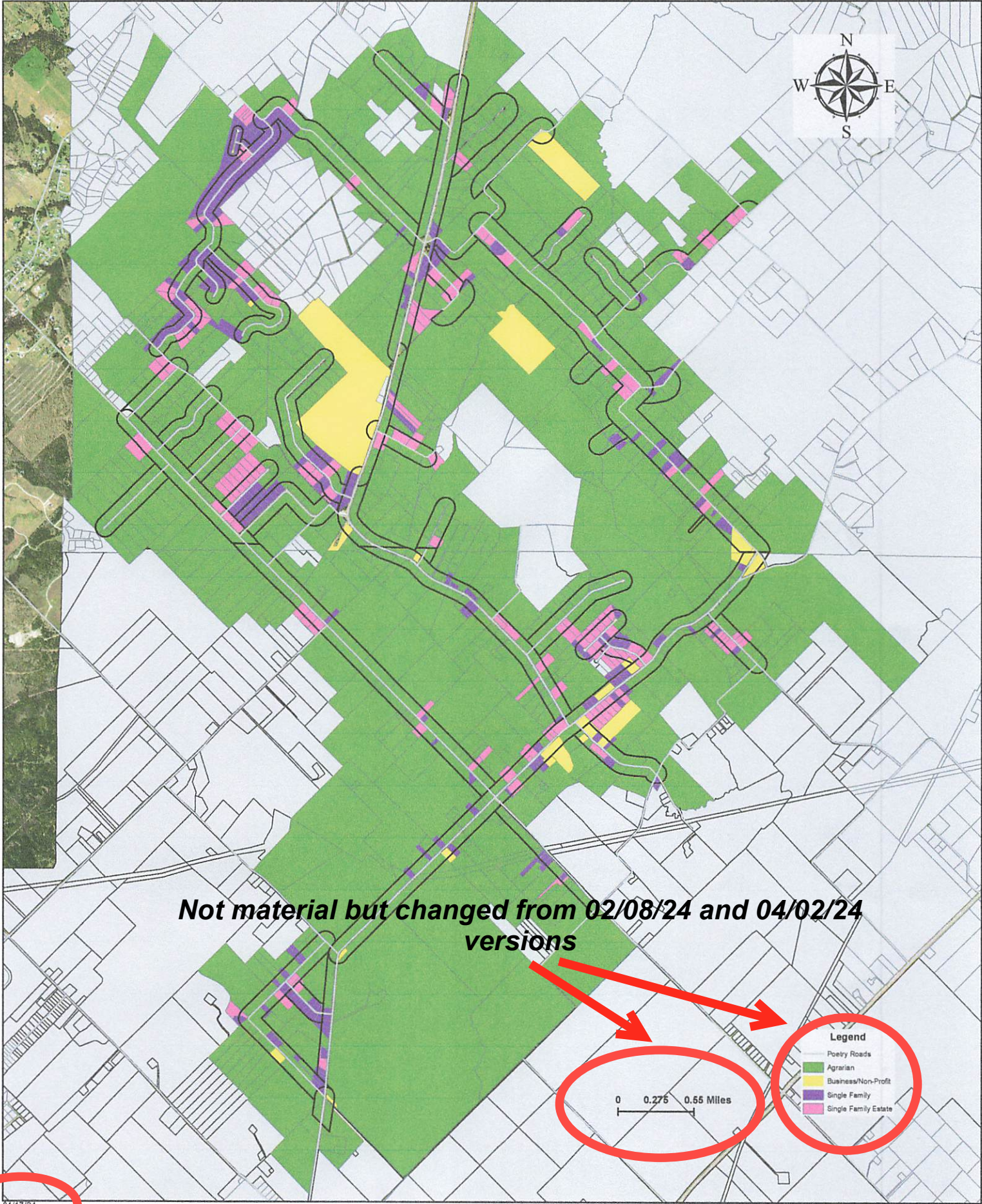


Town of Poetry
Original Zoning Map
03/21/24



Map attached to
executed Zoning
Ordinance dated 03/21/24

Town of Poetry
Original Zoning Map
03/21/24
Exhibit B



ChatGPT rendering of
current zoning map showing
only those areas subject to
our current zoning ordinance

Town of Poetry
Original Zoning Map
03/21/24



TOWN OF POETRY, TEXAS

ORDINANCE NO. 2024-03-01

AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, ADOPTING A COMPREHENSIVE ZONING ORDINANCE AND MAP; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Poetry, Texas, after having conducted multiple open meetings and public hearings, has approved a Comprehensive Zoning Ordinance and a Zoning Map of the Town on March 21, 2024, which Ordinance and Map are hereby formally adopted by this Ordinance; and

WHEREAS, the Town Council of the Town of Poetry, Texas, in compliance with the laws of the State of Texas with reference to the consideration and adoption of zoning regulations and classifications, has given requisite notices by publication and otherwise, and have held due hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the Town and in the vicinity thereof, and the Town Council of the Town of Poetry is of the opinion and finds that the adoption of a Comprehensive Zoning Ordinance and Map is in the best interests of the public health, safety, morals and general welfare.

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

SECTION 1: That the Comprehensive Zoning Ordinance and Zoning Map of the Town of Poetry, Texas, attached hereto as Exhibit A and B respectively, as heretofore approved, be and the same are hereby adopted as the official Comprehensive Zoning Ordinance and Zoning Map of the Town of Poetry, Texas. Copies of the Ordinance and Map shall be maintained in the office of the Town Secretary.

SECTION 2: All provisions of the Ordinances of the Town of Poetry, Texas, in conflict with the provisions of this ordinance as amended, be and are hereby repealed and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3: Should any sentence, paragraph, subdivision, clause, phrase, or section of this ordinance or the Comprehensive Zoning Ordinance, as adopted hereby, be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance or the Comprehensive Zoning Ordinance as a whole, or any part or provision thereof, other than the part declared to be invalid, illegal, or unconstitutional.

SECTION 4: Any person, firm, or corporation violating, disobeying, neglecting, refusing to comply with, or resisting the enforcement of any of the provisions or terms of the Comprehensive Zoning Ordinance shall be subject to a penalty of fine not to exceed the sum of

Exhibit "A"

Zoning Ordinance

Passed 3/21/24

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

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

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

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

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

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

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

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

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

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

SECTION 1. PURPOSE; APPLICABILITY

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

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

- 1.2.1. Preserve and protect the Town's rural atmosphere by regulating and limiting the density of development;
- 1.2.2. Lessen congestion in the streets;
- 1.2.3. Secure safety from fire, panic, and other dangers;
- 1.2.4. Prevent the overcrowding of land;
- 1.2.5. Ensure the provision of adequate size of yards, courts, and open space for adequate light, air, and fire safety;
- 1.2.6. Conserve the value of buildings and land;
- 1.2.7. Avoid undue concentration of population;
- 1.2.8. Promote health, safety, morals, and the general welfare

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

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

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

SECTION 2. ZONING DISTRICTS ESTABLISHED

2.1. Zoning Districts Identified

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

ABBREVIATED DESIGNATION	ZONING DISTRICT NAME
AR	AR: Agrarian. Farm/cattle land and large residential properties (= or >5 acres)
SF-E	SF-E: Single Family Estate. Mid-sized residential properties (2.5 - <5 acres)
SF	SF: Single Family. Small residential properties (1 - <2.5 acres)
B	B: Business. Light retail and neighborhood services

2.2. Description and Purpose of Zoning Districts

AR- Agrarian Residential District: This district provides for the farming, ranching, residential, and gardening activities on land being utilized for these purposes. Density in this district is limited to one residential dwelling unit per 2.5 acres of the mother tract.

SF-E - Single-Family Residential - Estate: The SF-E district provides for residential use and development on large lots with a minimum lot size of 108900 square feet (two and a half acres). Density in this district is limited to one residential dwelling unit per 2.5 acres of the mother tract.

SF – Single Family Residential: This SF District provides for residential use and development on lots that are less than 108900 square feet (two and a half acres). Density in this district is limited to one residential dwelling unit per lot.

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

SECTION 3. ZONING DISTRICT MAP

3.1. Zoning District Boundaries Delineated on Zoning District Map

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

3.2. Regulations for Maintaining Zoning District Map

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

- 3.2.1. One copy shall be filed with the Town Secretary, to be retained and labeled as the "Original Zoning Map" and shall not be changed in any manner.
- 3.2.2. One copy shall be filed with the Town Secretary and shall be maintained up-to-date by posting thereon all changes and subsequent amendments. A written record (logbook) shall be kept by the Town Secretary of all changes made to the Zoning District Map.
- 3.2.3. Reproductions of the original and most current Zoning District Map may be made for information purposes.

SECTION 4. ZONING DISTRICT BOUNDARIES

4.1. Rules for Determining District Boundaries

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

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

SECTION 5. ZONING OF ANNEXED TERRITORY

5.1. Permanent Zoning Concurrent With Zoning

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

5.2. Temporary Classification

In instances in which the zoning of a newly annexed territory concurrently with the annexation is

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

SECTION 6. COMPLIANCE WITH ZONING REGULATIONS & SIGNAGE

6.1. Exclusions/Grandfathering

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

6.2. Signage

No off-premise or on-premise sign in excess of ten (10) feet in height, measured from the average grade of the property on which the sign is erected, shall be constructed or be allowed on any lot or tract in the Town or within the Town's extraterritorial jurisdiction unless authorized by a majority vote of the Town Council. The regulations contained within this ordinance pertaining to nonconforming structures shall apply to signs. Wall mounted signs shall not exceed the maximum height of the building. The total signs, wall mounted or freestanding, shall not exceed 160 square feet per building. There shall be no more than one freestanding sign per lot, excluding parking signs, menu signs for restaurant drive-throughs, and on-site directional signs. The square footage of wall mounted signs shall not exceed 20% of the square footage of the wall on which it is erected. The maximum size for any one sign shall be 64 square feet.

6.3 No waste water treatment facilities or plants and no wastewater transmission lines other than service lines to On-Site Septic Facilities to an individual residential dwelling are permitted within the Town.

SECTION 7. AR – AGRARIAN RESIDENTIAL

7.1. General Purpose and Description

This district provides for the continuance and use of land for residential, farming, ranching, raising, producing, or keeping plants or animals, or cultivation and management of other natural resources or farm products on land being utilized for these purposes. Accessory uses that are incidental to the permitted uses are also allowed, and may include dwellings for proprietors and family thereof, employees, barns, storage of grain, animal raising, feed preparation, and wholesale sales of products produced on-site. Density in this district will usually be no greater than one (1) single family dwelling unit per 2.5 acres of the mother tract and may include other buildings and structures incidental to agricultural use including barns, stables, and loafing sheds.

7.2. Permitted Uses

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

- 7.2.1. Single family dwelling use;
- 7.2.2. Farming and raising of crops, fruits and vegetables;
- 7.2.3. Ranching and raising of livestock (excluding commercial feed lots);

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

7.3. Height and Area Regulations

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

7.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

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

8.1. General Purpose and Description

The SF-E district provides for residential development and use on large lots with a minimum lot size of two and a half acres. Density in this district will usually be no greater than one (1) single family dwelling unit per 2.5 acres of the mother tract. Uses that are incidental to the permitted uses are also allowed.

8.2. Permitted Uses

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

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

8.3. Height and Area Regulations

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

8.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

SECTION 9 SF – SINGLE FAMILY RESIDENTIAL:

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

9.2. Permitted Uses

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

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

9.3. Height and Area Regulations

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

9.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

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

10.1. General Purpose and Description.

The Business District – B - is intended for neighborhood shopping facilities, and retail and/or commercial facilities of a service character for large lots with a minimum lot size of two and a half acres. The B District is established to accommodate the daily and frequent retail needs of the community as well as those that are incidental to agricultural uses. The following regulations shall apply to all uses in the district:

10.2. Permitted Uses

10.2.1. Offices such as:

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

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

- 10.2.2.1. Clothing/cloth shops under 2500 square feet.
- 10.2.2.2. Feed/tack store;
- 10.2.2.3. Postal stores/service;
- 10.2.2.4. Restaurants serving food and beverages;
- 10.2.2.5 Self-storage;
- 10.2.2.5. Skin care or beauty or barber shops.

10.3. Height and Area Regulations

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

10.4. Solid (non-transparent) fencing and solar panels shall not be placed or erected in the front yard setback.

SECTION 11. USE OF LAND AND BUILDINGS

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

TYPE OF USE	AR	SF-E	SF	B
Accessory building	A	A	A	A
Carport	A	A	A	A
Garage, private	A	A	A	A
Home Occupation	A	A	A	A
Manufactured Housing, HUD-Code	A	A	A	
Manufactured Homes	A	A	A	
Stable, private	A	A	A	S

SECTION 12. CLASSIFICATION OF NEW AND UNLISTED USES

12.1. Procedure For Classifying New/Unlisted Uses

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

- 12.1.1. The Town Secretary shall refer the question concerning any new and unlisted use to the Town Council as to the zoning classification(s) into which such use should be placed. The referral of the use interpretation question shall be accompanied by a statement of facts listing the nature of the use and whether it involves dwelling activity, sales, processing, type of product, storage and amount and nature thereof, enclosed or open storage, anticipated employment, transportation requirements, the amount of noise, odor, fumes, dust, toxic

material, and vibration likely to be generated and the general requirements for public utilities such as water and sanitary sewer.

- 12.1.2. The Town Council shall consider the nature and described performance of the proposed use and its compatibility with the uses permitted in the various districts, in determining the zoning district or districts within which such use should be permitted.
- 12.1.3. The Town Council makes such determination concerning the classification of such use as is determined appropriate, based upon its findings. If the proposed use is substantially similar to an existing allowed use, the Town Council's determination shall be final. If the Council determines that the proposed use is not substantially similar to an allowed use, the Town Council may amend these regulations or allow the use by SUP.

SECTION 13. NONCONFORMING USES, STRUCTURES, AND LOTS

13.1. Uses in Existence at Time of Adoption of Ordinance

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

13.2. Expansion of Nonconformity Prohibited

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

13.3. Repairs/Normal Maintenance on Nonconforming Uses Permitted

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

13.4. Change of Nonconforming to Conforming Use

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

13.5. Abandonment/Discontinuation of Nonconformity

Whenever a nonconforming use or structure is abandoned, all nonconforming rights shall cease, and the use of the premises or structure shall thenceforth be in conformity with this ordinance. Abandonment shall involve the intent of the user or owner to discontinue a nonconforming operation and an act of discontinuance. Discontinuance of a nonconforming use or the vacancy of a nonconforming structure for a period of at least six (6) months shall be construed as prima facie proof of intent to abandon the nonconforming use or structure. Any nonconforming use occurring within a structure that is moved from the premises shall be considered to have been abandoned. Any nonconforming structure that is damaged or destroyed by fire, flood, or other natural causes shall terminate all nonconforming rights in and to the structure if the cost to repair the damage is at least 150% of the value of the structure.

13.6. One Main Building on a Lot or Tract

In single family residential districts, a lot shall have no more than one main building per 2.5 acres of the mother tract.

SECTION 14. PLANNING AND ZONING COMMISSION/BOARD OF ADJUSTMENTS

14.1. Organization and Appointment of Planning Commission

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

14.2. Organization and Appointment of Board of Adjustment

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

SECTION 15. DEFINITIONS

15.1 General Rules of Construction:

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

- 15.1.1: words used in the present tense include the future tense;
- 15.1.2: words used in the singular number include the plural number;
- 15.1.3: words in the plural number include the singular number;
- 15.1.4: the words "building" and "structure" are synonymous;
- 15.1.5: the words "lot", "plot" and "tract" are synonymous; and

15.1.6: the word "shall" is mandatory and not discretionary.

15.2 Definitions

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

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

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

Agrarian Driveways - Roads which allow for the accessing of non-residential portion of a property where activities are conducted, relating to or in support of farming, ranching, forestry and/or other agricultural endeavors. The surface of the driveway must be water permeable, i.e. No asphalt or concrete.

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

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

Carport - A structure open on a minimum of two (2) sides designed or used to shelter vehicles.

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

Driveway - A private vehicular access way interfacing with public roads, providing a connection between a public or private street, including access ways denoted as private roads, and a property. Driveways are intended for the ingress and egress of vehicles to and from the property.

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

Farm, Ranch, or Orchard - An area of five (5) acres or more that is used for growing of usual farm products and/or raising of usual farm products and animals and including the necessary accessory uses for raising, treating, and storing products raised on the premises, but not including the commercial feeding of offal

or garbage to swine or other animals and not including any type of agriculture or husbandry specifically prohibited by ordinance or law. Farm, ranch, or orchard use shall not cause a hazard to health by reason of unsanitary conditions.

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

Green Space - Land not included in individual building sites or parking lots.

Home Occupation - A gainful occupation or profession conducted by persons residing on the premises and conducted entirely within the dwelling or its accessory buildings. The use is clearly incidental and secondary to the use of the dwelling unit for residential purposes and does not change the character of the residence or adversely affect the residential character of the neighborhood.

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

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

Manufactured Housing and Manufactured Home - mean a HUD-code manufactured home or mobile home and collectively means and refers to both.

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

Mother Tract - A contiguous expanse of land that is owned and operated as a single, unified tract. This classification allows for a holistic management approach, disregarding traditional divisions such as tax jurisdictions, county boundaries, Town limits, and Extraterritorial Jurisdiction (ETJ) limits. It treats multiple plats or parcels of land, even if they straddle different administrative or legal boundaries, as one integrated entity for purposes of development, management, and regulation.

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

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

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

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

Single-Family Dwelling - A detached building designed exclusively for occupancy by one (1) family, including manufactured housing or manufactured homes.

Stable, Private - An accessory building used for quartering horses.

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

17.1. Declaration of Policy

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

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

17.2. Authority to Amend Ordinance

The Town Council may from time to time, after public hearings required by law, amend, supplement, or change the regulations herein provided or the classification or boundaries of the zoning districts. Any amendment, supplement, or change to the text of this ordinance and/or the zoning map and any change

in the classification or boundaries of the zoning districts may be initiated by the Town Council or may be requested by the owner of the affected real property or the authorized representative of an owner of affected real property.

17.3. Changes in Zoning District Boundaries or Classifications

- 17.3.1. Upon filing an application for an amendment to the classification or boundaries of a zoning district with the Town secretary, the Town Council shall hold a public hearing on said application.
- 17.3.2. For zoning changes that seek to modify zoning district classifications or boundaries, written notice of the date, time, and location of the public hearing shall be:
 - 17.3.2.1 sent to the owner of the property or his agent and to all owners of real property lying within two hundred (200) feet of the property on which the change in classification is proposed, such notice, mailed first-class postage prepaid, to be given at least thirty (30) days before the date of such hearing; and
 - 17.3.2.2. published in the official newspaper of the Town or another newspaper of general circulation at least sixteen (16) days from the date of such publication; and
 - 17.3.2.3. posted on the Town's website continuously for at least thirty (30) days prior to the public hearing; and
 - 17.3.2.4. posted on the property by the applicant with a sign, plainly visible from the nearest public roadway, which shall state "Zoning Change Requested, for information call Town Hall" and the telephone number shall be listed. The sign shall be at least eighteen (18) by twenty-four (24) inches in size and shall be continuously posted for at least fifteen (15) days before the public hearing. However, failure of owners to receive notice of hearing, or the failure of signage to be posted, shall in no way affect the validity of the action taken.
- 17.3.3. For zoning changes that seek to amend regulations contained within this ordinance, written notice of the date, time, and location of the public hearing shall be published and posted in the manner and within the times set forth in subsections 17.3.2.2 (published in the Town's official newspaper) and 17.3.2.3 (posted on the Town's website).

Section 18. DRIVEWAYS AND ACCESS

18.1. Purpose

The purpose of this section is to regulate the location, design, and construction of driveways within the Town of Poetry, ensuring safe and efficient access to properties while preserving the character of different zoning districts.

18.2. Applicability

This section applies to all properties within the jurisdiction of the Town of Poetry, categorized under the following zoning districts:

18.2.1. Agrarian (AR):

18.2.1.1. One driveway or private road per dwelling unit.

18.2.1.2. Additional driveways for agrarian use are permitted, provided they are no closer than 500 linear feet of road frontage to any existing agrarian (non-residential) driveways. (The surface of the driveway must be water permeable, i.e. No asphalt or concrete.)

18.2.1.3. Driveways for agrarian use are defined as those connections to roads which allow for accessing the non-residential portion of a property where activities are conducted, relating to or in support of farming, ranching, forestry and/or other agricultural endeavors.

18.2.2. Single Family Estate Zone (SF-E):

18.2.2.1 One driveway or private road per dwelling unit.

18.2.2.2 One driveway for agrarian use.

18.2.3. Single Family Zone (SF):

18.2.3.1 One driveway or private road per dwelling unit of street frontage.

18.2.4. Business Zone (B):

18.2.4.1 Business driveways shall be at least thirty (30) foot wide by thirty (30) foot radius on the approach. Businesses shall have a no more than one driveway.

18.2.5. Residential Driveways

18.2.5.1. Maximum Width:

18.2.5.1.1. Residential driveways shall not exceed a maximum of twenty (20) feet in width.

18.2.6. Shared Access:

18.2.6.1 Driveways shared between two or more adjoining lots or parcels must conform to the same standards as driveways that are not shared.

18.2.7. Circular Driveways:

18.2.7.1. Circular driveways, defined as driveways serving one dwelling unit and entering and exiting the same roadway, are allowed and considered as one driveway.

18.2.7.2. Circular driveways must conform to all other specifications in this ordinance.

18.2.8 Driveway Apron

18.2.8.1 Maximum Width:

18.2.8.1.1. The apron, the flared portion of the driveway interfacing with the roadway, may be up to fifty feet wide as measured at the point of interface.

18.2.8.1.2. The flare must decrease so that the maximum allowable width of the driveway is achieved at a distance of no greater than sixty (60) feet from the interface of the driveway and road.

SECTION 19. SPECIFIC USE PERMITS

19.1. Purpose

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

19.2. Process

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

19.3. Provision

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

SECTION 20. PENALTY FOR VIOLATIONS

Any person, association, or corporation violating any of the provisions of this ordinance shall upon conviction be fined a sum not to exceed two thousand dollars (\$2000.00) per day, and each day that the provisions of this ordinance are violated shall constitute a separate and distinct offense. The foregoing sanction is not exclusive and the Town may pursue any, and all other remedies associated with violations of its zoning regulations as may be allowed by law. Failure to comply with the provisions of this ordinance may result in fines, issuance of stop-work orders, or other enforcement actions as specified in Section.

SECTION 21. VALIDITY, SEVERANCE AND CONFLICT

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

SECTION 22. EFFECTIVE DATE

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

APPENDIX 1:

DISTRICT REGULATIONS

	AG	SF-E	SF	B-1
MAXIMUM HEIGHT (feet)	40	40	40	20
SIDE YARD WIDTH (feet)	5	5	5	5
MINIMUM REAR YARD (feet)	5	5	5	5
MINIMUM FRONT YARD (feet) {from centerline of the road}	75	75	75	55
MINIMUM LOT AREA (square feet)	217,800	108,900	43,560	108,900
MINIMUM LOT WIDTH (feet)	200	200	150	200
MINIMUM LOT DEPTH (feet)	311	311	200	311
MAXIMUM LOT COVERAGE	15%	10%	10%	10%
MINIMUM GREEN SPACE	50%	50%	50%	50%

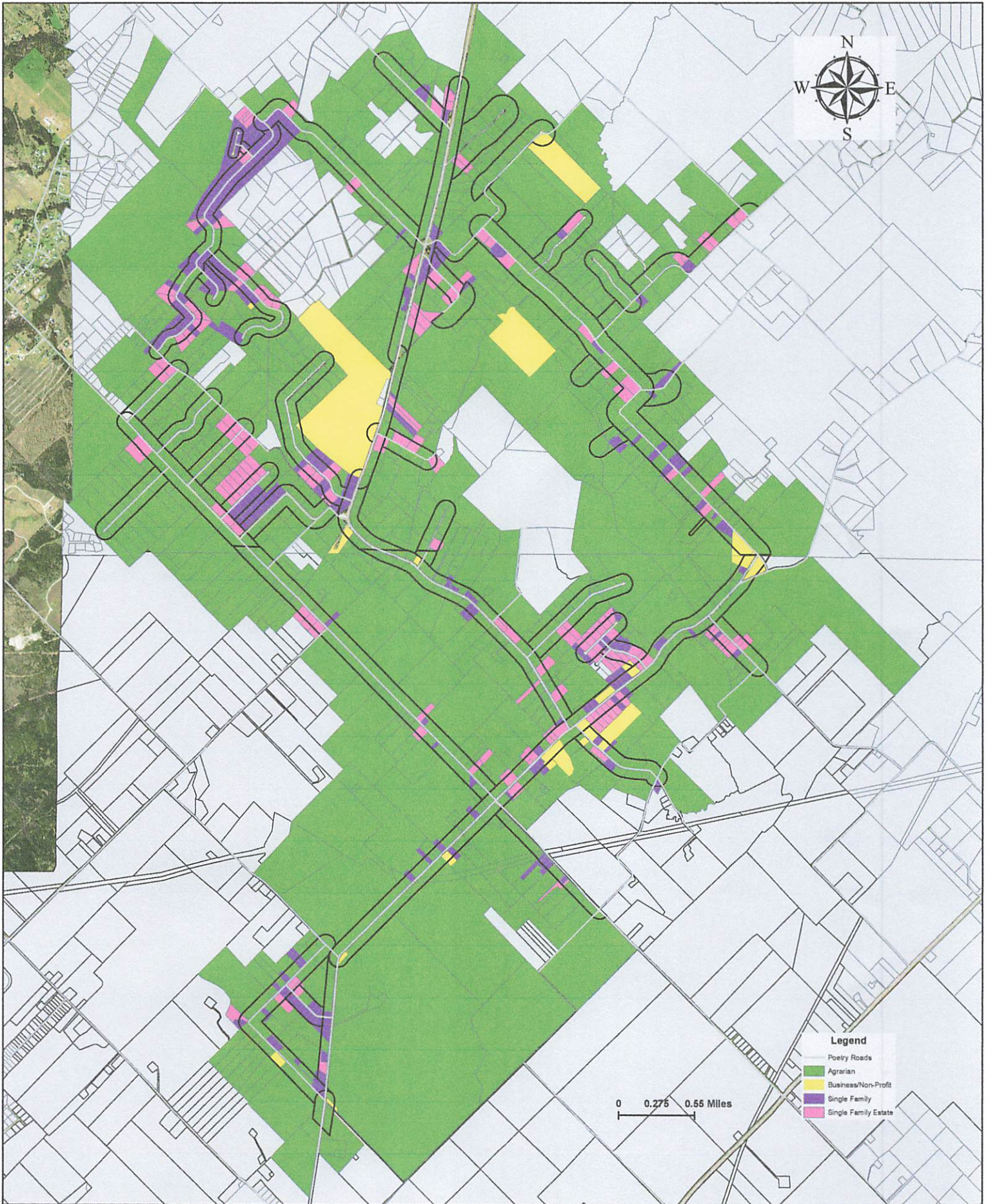
NOTES TO APPENDIX 1

- a) The minimum residential lot area for the various districts shall be in accordance with the regulations for each district, except that a lot having less area than required which was an official "lot of record" at the time of the adoption of this ordinance (a nonconforming lot) may be used for a one-family dwelling.
- b) No lot existing at the time of passage of this ordinance shall be reduced in area below the minimum requirements outlined in the respective district.
- c) The front yard setback shall be measured from the center line of the road at an existing street to the front face of the building, covered porch, covered terrace, or attached accessory buildings. Eaves and roof extensions or a porch without posts or columns may project into the required front yard for a distance not to exceed eight (8) feet and subsurface structures, platforms, or slabs may not project into the front yard to a height greater than thirty (30) inches above the average grade of the yard. On corner lots, the front yard setback shall be observed along the frontage of both intersecting streets (unless shown specifically otherwise on a final plat).
- d) The rear yard setback or depth is defined as the distance from the boundary of a lot that is most distant from or is most nearly parallel to the front lot line, and the front, rear, or side of any structure. The side yard setback or depth is the distance between the front, rear, or side of any structure and any lot line that is not the front or rear lot line. Eaves

and roof extensions or a porch without posts or columns may project into the required rear or side yard for a distance not to exceed eight (8) feet and subsurface structures, platforms, or slabs may not project into the yard to a height greater than thirty (30) inches above the average grade of the yard

- e) The height of a building is measured from the average established grade at the street line or from the average natural front yard ground level, whichever is higher, to (1) the highest point of the roof's surface, if a flat surface, (2) to the deck line of mansard roofs, or (3) to the mean height level between eaves and edge for hip and gable roofs and, in any event, excluding chimneys, cooling towers, elevator bulkheads, tanks, water towers, radio towers, ornamental cupolas, domes or spires, and parapet walls not exceeding ten (10) feet. If the street grade is not officially established, the average front yard grade shall be used for a base level.
 - f) Where the frontage on one side of a street between two (2) intersecting streets is divided by two (2) or more zoning districts, the front yard shall comply with the requirements of the most restrictive district for the entire frontage.
 - g) Single-family dwellings require building lots of two and a half (2.5) acres or more, except in the SF-Single Family Residential District.
 - h) All measurements for minimum front yard and other related measures are from the center line of the road and include both the road and the right of way.
-

Town of Poetry
Original Zoning Map
03/21/24
Exhibit B



Two Thousand and no/100 Dollars (\$2,000.00) for each offense. Each and every day such violation continues shall constitute a separate offense.

SECTION 5: This ordinance shall take effect immediately from and after its passage and the publication of its caption, as the law in such cases provides.

DULY PASSED by the Town Council of the Town of Poetry, Texas this 21ST day of March, 2024.

APPROVED:

Sara Lentewick
Mayor

ATTEST:

Theresa Schlander
Town Secretary, Deputy

APPROVED AS TO FORM:

[Signature]
Town
Attorney



TOWN OF POETRY, TEXAS

ORDINANCE NO. 2024-03-01

AN ORDINANCE OF THE TOWN OF POETRY, TEXAS, ADOPTING A COMPREHENSIVE ZONING ORDINANCE AND MAP; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE

March DULY PASSED by the Town Council of the Town of Poetry, Texas this 21ST day of March, 2024.

APPROVED:

Sara Senkevich
Mayor

ATTEST:

Theresa Schlander
Town Secretary, Deputy



Terms and Conditions

1. Information Supplied By Others: The ENGINEER shall be entitled to rely upon and use all such information and services provided by CLIENT or others designated by CLIENT in performing the ENGINEER'S services under this Agreement, without further verification by the ENGINEER. CLIENT shall ensure access for the ENGINEER to properties as necessary for performance of the ENGINEER'S work; provide legal counsel, accountants, insurance consultants, financial advisors or other similar specialists as required for the project; and provide all criteria and full information as to CLIENT'S requirements for the project.
2. Termination: This Agreement may be terminated by either party upon ten (10) days written notice. CLIENT must pay all amounts owing under the contract at the time of termination or will be deemed in breach and forfeit their right to terminate under this section.
3. Payment: ENGINEER may bill for services rendered monthly. All invoices are payable by CLIENT within 30 days. Hourly rate invoices shall include reimbursable expenses and labor charges. ENGINEER'S subconsultants shall be billed at ENGINEER'S cost plus a service charge equal to 5% of the subconsultants invoice amount. Any late payments will bear interest at the highest rate allowable by law.
4. Reuse of Documents: All documents prepared by the ENGINEER are instruments of service for this project only - they are not intended to be suitable for reuse on extensions of the Project, or on any other project. Any reuse without written verification or adaptation by the ENGINEER for the specific purpose intended will be at CLIENT'S sole risk and without liability to the ENGINEER.
5. Notices: Any notices to be given by either party to the other may be affected by personal delivery in writing or by registered or certified mail. Email or fax notices are not deemed proper notice unless acknowledged and agreed to by both parties.
6. Entire Agreement: This instrument contains the sole and entire agreement between the parties relating to the right herein granted and the obligation herein assumed. Any amendment to this agreement must be in writing and signed by both parties.
7. Texas Law to Apply: This Agreement shall be construed under and in accordance with the laws of the State of Texas and will be performable in the appropriate courts of Lamar County, Texas.
8. Legal Construction: If any one or more of the provisions contained in this Agreement shall for any reasons be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
9. Warranty: The ENGINEER intends to render its services under this Agreement in accordance with generally accepted professional practices for the intended use of the project and makes no warranty, either expressed or implied. Specifically, in this regard, the ENGINEER will endeavor to advise the CLIENT as construction, if any, progresses, but does not in any manner guarantee the performance of the construction contractors, nor is the ENGINEER liable in any manner for construction site safety or the means or methods employed by construction contractors in carrying out the work.
10. Indemnification: The CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless the ENGINEER, its officers, directors, employees, agents and subconsultants from and against all damages, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the ENGINEER.
11. Opinion of Probable Construction Cost: Any opinion of the probable construction or project cost prepared by the ENGINEER represents the judgement of a design professional and is supplied for the general guidance of the CLIENT. The ENGINEER has no control over the cost of labor and material, or over competitive bidding or over market conditions, the ENGINEER does not guarantee the accuracy of such opinions as compared to contractor bids or actual project costs to the CLIENT. CLIENT understands that the all cost our projections only and ENGINEER has no liability to the total end cost for completion of any design supply by the ENGINEER.
12. **Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both CLIENT and the ENGINEER, the risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the ENGINEER'S total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$100,000.00. Such causes include, but are not limited to, the ENGINEER'S negligence, errors, omissions, strict liability, breach of contract or breach of warranty. CLIENT agrees, and waives, any right to collect any amount of \$100,000.00 even if the ENGINEER is deemed to be liable for an amount over that amount.**
13. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER'S services are substantially completed.
14. Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss or reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
15. Reference Communications: The Consultant may be required to render opinions about the performance or qualifications of others engaged or being considered for engagement by the Client. Those about whom opinions are rendered may, consequently, initiate claims against the Consultant. To help create an atmosphere in which the Consultant may freely report or express such opinions candidly in the interest of the Client, the Client agrees to indemnify and hold harmless the Consultant against all damages, liabilities or costs, including reasonable attorneys' fees arising from the rendering of such confidential opinions and reports by the Consultant to the Client.
16. The OWNER shall provide prompt written notice to the ENGINEER if the OWNER becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the ENGINEER'S Instruments of Service. The Engineer will have thirty (30) days to cure any fault or defect on the Project. If the ENGINEER deems the fault or defect was not of any fault of them, they have no obligation to cure such fault or defect.
17. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.
18. Ownership of Documents: All documents prepared by ENGINEER are instruments of service for the specific project contemplated under this AGREEMENT. The ENGINEER shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by the ENGINEER as instruments of service. The ENGINEER shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto.

Jakie Allen
County Judge
469-376-4137



1902 HWY 175
Kaufman, Texas 75142
jakie.allen@kaufmancounty.net

VIA ELECTRONIC EMAIL

City of Poetry
Attn: Honorable Mike Jaffe
mayor@poetrytexas.org

Re: Notification of New Land Use Regulation ETJ ILA

Dear Mayor Jaffe,

Kaufman County Commissioner Court has approved a new Interlocal Agreement regarding subdivision platting within your City's ETJ (see attached) enclosed are two options for your City to review and select. Option 1 grants the City platting authority within the City's ETJ and Option 2 grants authority to the County.

If you have any questions regarding the Agreement Options, please contact Ms. Hunter at (469) 376-4751. Once approved, mail an original of the signed Agreement with the current ETJ boundary map attached to the County Judge's Office to be finalized.

Feel free to contact me with any questions, or concerns.

Regards,

Jakie Allen

A handwritten signature in blue ink that reads "Jakie Allen".

Kaufman County Judge

Encl: ETJ ILA Option 1 and 2

Cc:
Jakie Allen, Kaufman County Judge
Jakie.allen@kaufmancounty.net
Karen Badgely, ADA Civil Dept.
kbadgely@kaufmcountny.net
Monique Hunter, Director Development Services
Monique.hunter@kaufmancounty.net

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

This **INTERLOCAL COOPERATION AGREEMENT** (“Agreement”) is entered into in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code and §242.001, Texas Local Government Code as amended by House Bill 1445 (“H.B. 1445”), enacted by the Texas Legislature during its 77th Legislative Session, by and between the **CITY OF** [Click or tap here to enter text.](#) (“City”), a political subdivision of the State of Texas and **KAUFMAN COUNTY, TEXAS** (“Kaufman County”), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to enter into an agreement one another for the purpose of performing governmental functions, including, but not limited to, plat compliance and approval of related permits; and

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

WHEREAS, H.B. 1445 requires the City and Kaufman County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and to approve related permits in the extraterritorial jurisdiction (“ETJ”) of [Click or tap here to enter text.](#); and

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

WHEREAS, both the City and Kaufman County mutually desire to enter into or amend and replace a previous Interlocal Agreement related to the City ETJ under the provisions of Texas Government Code §242.001 on [Click or tap to enter a date.](#) by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

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

AGREEMENTS

1. *Term of Agreement and Certification*

- (a) The City and Kaufman County mutually agree that the term of this Agreement shall be 2 years beginning on the date it is executed by both City and Kaufman County. This Agreement shall automatically renew every two (2) years, unless otherwise terminated (at any time) in writing by either party following ninety (90) days’ notice.

- (b) The City and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of the Texas Local Government Code, Chapter 242.

- 2. *Jurisdiction.* The City is granted exclusive jurisdiction to regulate all subdivision plat applications in the City's ETJ under the provisions of Chapter 212 of the Texas Local Government Code, together with all other statutes and regulations applicable to municipalities.

Kaufman County shall not exercise any of the above functions within the City's ETJ. City specifically agrees to coordinate with Kaufman County regarding permitting or subdivision plats that will impact county-maintained infrastructure.

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

- (a) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permits.
- (b) Building Permits. Kaufman County shall accept, review, and issue building permits pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (c) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to include inside City Limits for those Cities that are not classified as an Authorized agent through the Texas Commission on Environmental Quality (TCEQ) to review/issue permits for and oversee construction of on-site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.
- (d) Floodplain. Kaufman County is responsible for issuing permits and oversight pursuant to the Kaufman County Floodplain Management Court Order.
- (e) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts related to county-maintained roads pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (f) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting in the ETJ. The City is granting ☐ addressing authority and/or ☐ GIS responsibility (Opting out would require GIS services directly connected to NCT911 sync). The jurisdiction may expand or contract with the lawful jurisdiction boundary without the modification of this Agreement. The City agrees to provide Kaufman County timely notice of changes to annexation or de-annexation ordinances in accord with the Notice provisions of this Agreement. The County will bear the cost and collect/retain all related fees. The City shall support the County

by limiting services and/or permits until final addressing is complete and a final letter has been issued pursuant to the Kaufman County Subdivision and Land Development Regulations.

(g) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.

(h) Stormwater. [check only one below]

☐ The City has an active Stormwater Management Program and will handle permit issuance and oversight within the ETJ. The City will bear all costs and collect all fees.

☐ The City has an active Stormwater Management Program but wishes to defer responsibility for the issuance of permits and oversight within the ETJ to the County. The County will bear all costs and collect all fees.

☐ The City does not have an active Stormwater Management Program and will defer issuance of permits and oversight within the ETJ to the County. The County will bear all costs and collect all fees.

4. *ETJ Defined*. For the limited purposes of this Agreement, City's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for notice purposes. The recognition of the ETJ shall not be deemed an admission by City or Kaufman County in any dispute with any other person, entity, or municipality regarding the boundaries of City's ETJ.

5. *ETJ Expansion or Reduction*. In the event City's ETJ expands, City and Kaufman County agree that City shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. In the event that City's ETJ expands, City shall amend and update mapping information and provide it to the County in a timely and appropriate manner in accord with the Notice provisions herein. In the event that City's ETJ is reduced, both City and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, City agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to City. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended Exhibit provided Kaufman County does not object to its accuracy; or (2) in the

event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit “A” as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).

6. *Notice of Plat Submittals and Approvals.*

- (a) City shall notify Kaufman County of all subdivision plat applications for property located within City’s ETJ within thirty (30) days after receipt of a completed application. City shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.
- (b) City shall notify Kaufman County of the approval of plats for property located in City’s ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to Kaufman County at the address set out in Section 12(f) below within thirty (30) days of the City’s approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.
- (c) Nothing in this Agreement is intended to modify the state law recordation requirements nor with the authority and duty of the County Clerk to collect filing and recording fees.

7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by the City and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by the City unless otherwise agreed in writing by both the City and Kaufman County.

8. *County Roads*

- (a) City shall only plat private roads and shall take no action to create any city or county road within its ETJ. Kaufman County shall, at its expense, continue to maintain roads within the City’s ETJ that have been accepted by the Commissioners’ Court into Kaufman County’s road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within the City’s ETJ shall be submitted to the County for approval pursuant to Kaufman County’s Land Use Regulations.
- (b) In order to be considered by Kaufman County for acceptance as a county road within the City’s ETJ and, as such, be eligible for county maintenance, the developer must have the proposed new road inspected and tested in order to establish that the proposed new road meets or exceeds the City’s most stringent road specifications as specified by the City Engineer. Required engineering review, testing, and related costs shall be borne by the developer. The acceptance of a new road for maintenance as a county road that meets or exceeds the City’s most stringent road

specifications lies solely within the discretion of the Commissioners Court. No other entity and no individual Kaufman County official have the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor does it restrict the County's governmental authority to abandon a road or to abandon maintenance of a road after it has been accepted.

9. *Thoroughfare Plan.* City shall require compliance with the Kaufman County Thoroughfare Plan.

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

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

12. *Miscellaneous Provisions.*

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

- (f) All notices required to be given by virtue of this Agreement shall be addressed as follows and delivered by electronic delivery, postage prepaid, or by hand delivery.

CITY OF _____:

City of _____, Texas
Attn: City Manager

With copies to: Development Services Department
City of _____, Texas

City Attorney's Office
Attn: _____

KAUFMAN COUNTY:

Kaufman County, Texas
Attn: County Judge
1902 US Hwy 175
Kaufman, Texas 75142

With copies to: Development Services Department

District Attorney's Office – Civil Division
Attn: Civil Chief
1902 US Hwy 175
Kaufman, Texas 75142

COURT ORDER NO. _____

PASSED AND APPROVED BY THE _____ CITY COUNCIL on this the _____ day
of _____, 2026.

CITY OF _____, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

**PASSED AND APPROVED BY THE KAUFMAN COUNTY
COMMISSIONERS COURT**

on this the _____ day of _____, 2026.

KAUFMAN COUNTY, TEXAS

Judge Jakie Allen

ATTEST:

Laura Hughes, County Clerk

APPROVED AS TO FORM:

Assistant District Attorney

INTERLOCAL COOPERATION AGREEMENT ETJ AUTHORITY –
LAND USE REGULATIONS

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

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

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

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

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

WHEREAS, both the City and Kaufman County mutually desire to amend and replace the previous Interlocal Agreement related to the ETJ entered under the provisions of Texas Government Code §242.001 on [Click or tap to enter a date.](#) by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

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

1. *Term of Agreement and Certification*

- (a) The City and Kaufman County mutually agree that the term of this Agreement shall be 2 years beginning on the date it is executed by both City and Kaufman County. This Agreement shall automatically renew every two (2) years, unless otherwise terminated (at any time) in writing by either party following ninety (90) days’ written notice.
- (b) The City and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.

2. *Jurisdiction.* Kaufman County is granted exclusive jurisdiction to regulate all subdivision plat applications and related permits in the City's ETJ under the provisions of Chapter 232 of the Texas Local Government Code together with all other statutes and regulations applicable to counties.
3. *Kaufman County's Responsibilities.* Kaufman County shall, on behalf of the City and within the ETJ, to enforce all subdivision plat requirements and related permits, including the following requirements of Kaufman County as they may be amended or updated from time to time:
 - (a) Subdivision Plats. Kaufman County is responsible for ensuring that all submitted new developments comply with the Kaufman County Subdivision and Land Development Regulations.
 - (b) Fire Code. Kaufman County shall accept, review, and issue Fire Code permits and issue all related permits within the ETJ.
 - (c) Building Permits. Kaufman County shall accept, review, and issue building permits pursuant to the Kaufman County Subdivision and Land Development Regulations within the ETJ.
 - (d) On-site Sewage Facilities "OSSF". Kaufman County has exclusive jurisdiction under this Agreement for OSSF inside City Limits for those Cities that are not classified as an Authorized agent through the Texas Commission on Environmental Quality (TCEQ) to review/issue permits for and oversee construction and compliance of OSSF, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.
 - (e) Floodplain. Kaufman County is responsible for issuing permits and oversight pursuant to the Kaufman County Floodplain Management Court Order.
 - (f) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts related to county-maintained roads, pursuant to the Kaufman County Subdivision and Land Development Regulations.
 - (g) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting in the ETJ. The City is granting ☐ addressing authority and/or ☐ GIS responsibility (*Opting out would require GIS services directly connected to NCT911 sync*). The City and Kaufman County agree that the jurisdiction may expand or contract with the lawful jurisdiction boundary without modification of this Agreement. The City agrees to provide Kaufman County timely notice of changes to annexation or de-annexation ordinances in accord with the Notice provisions of this Agreement. The County shall bear the cost and collect/retain all related fees. The City shall support the County by limiting services and/or permits until final addressing is complete and a final letter has been issued pursuant to the

Kaufman County Subdivision and Land Development Regulations.

- (h) County Property Kaufman County retains exclusive jurisdiction under this agreement to permit any/all construction activity regarding its county-maintained roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (i) Stormwater. [check only one below]
- ☐ The City has an active Stormwater Management Program and will handle permit issuance and oversight within the ETJ. The City will bear all costs and collect all related fees.
- ☐ The City has an active Stormwater Management Program but wishes to defer responsibility for the issuance of permits and oversight within the ETJ to the County. The County will bear all costs and collect all related fees.
- ☐ The City does not have an active Stormwater Management Program and will defer issuance of permits and oversight within the ETJ to the County. The County will bear all costs and collect all related fees.
4. *ETJ Defined.* For the limited purposes of this Agreement, City's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for notice purposes. The recognition of the ETJ shall not be deemed an admission by City or Kaufman County in any dispute with any other person, entity, or municipality regarding the boundaries of City's ETJ.
5. *ETJ Expansion or Reduction.* In the event City's ETJ expands, City and Kaufman County agree that the County shall continue to be granted exclusive jurisdiction as specified in paragraph 2 above in its new, lawful ETJ. If the City's ETJ expands, City shall amend and update mapping information and provide to the County in a timely and appropriate manner in accord with the Notice provisions herein. If the City's ETJ is reduced, both City and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in City's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, City agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to City. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an

amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).

6. *Notice of Plat Submittals and Approvals.*

- (a) Kaufman County shall notify City of all subdivision plat applications for property located within City's ETJ within thirty (30) days after receipt of a completed application. Kaufman County shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.
- (b) Kaufman County shall notify City of the approval of plats for property located in City's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to City at the address set out in Section 12(f) below within thirty (30) days of Kaufman County's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.
- (c) Nothing in this Agreement is intended to modify the state law recordation requirements nor with the authority and duty of the County Clerk to collect filing and recording fees.

7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by Kaufman County and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by Kaufman County unless otherwise agreed in writing by both City and Kaufman County.

8. *County Roads*

- (a) Kaufman County shall, at its expense, continue to maintain roads within City's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road-maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within City's ETJ shall be submitted to Kaufman County for approval pursuant to Kaufman County's Subdivision and Land Development Regulations.
- (b) To be considered by Kaufman County for acceptance as a county road within City's ETJ and, as such, be eligible for county maintenance, the developer must comply with Kaufman County's Subdivision and Land Development Regulations. No other entity and no individual Kaufman County official have the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.

9. *Thoroughfare Plan.* Kaufman County shall require compliance with all developments in accord with the Kaufman County Thoroughfare Plan.

10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both

parties have approved and fully executed the same.

11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by Kaufman County and extended to City's ETJ are hereby established as the set of regulations to be enforced by Kaufman County within the City's ETJ. Kaufman County will provide City with copies of all amendments to Kaufman County's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify City of all public hearings on any proposed amendments. In the event that the Commissioners Court updates a standard or standards, both City and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within City's ETJ without further action by the City.

12. *Miscellaneous Provisions.*

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

[see following pages for signatures and acknowledgements]

CITY OF _____:

City of _____,
Texas Attn: City Manager

With copies to: Development Services Department
City of _____, Texas

City Attorney's Office
Attn: _____

KAUFMAN COUNTY:

Kaufman County Attn:
County Judge 1902
US Hwy 75
Kaufman, Texas 75142

With copies to: Development Services Department
101 North Houston Street
Kaufman, Texas 75142

District Attorney's Office –
Civil Division Attn: Civil Chief
Kaufman County Courthouse
1902 US Hwy 175
Kaufman, Texas 75142

PASSED AND APPROVED BY THE _____ CITY COUNCIL on this the _____ day of _____, 2026.

CITY OF _____, TEXAS

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT on this the _____ day of _____, 2026.

KAUFMAN COUNTY, TEXAS

By: Judge Jakie Allen

ATTEST:

Laura Hughes, County Clerk

APPROVED AS TO FORM:

For Kaufman County

Assistant District Attorney

INTERLOCAL COOPERATION AGREEMENT
ETJ AUTHORITY – LAND USE REGULATIONS

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

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

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

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

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

WHEREAS, both the Town and Kaufman County mutually desire to amend and replace the previous Interlocal Agreement related to the ETJ entered into under the provisions of Texas Government Code §242.001 on 1-28-25, by entering into this new **INTERLOCAL COOPERATION AGREEMENT**.

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

AGREEMENTS

1. *Term of Agreement and Certification*

- (a) The Town and Kaufman County mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both Town and Kaufman County until September 30th, 2025. This Agreement shall automatically renew every two (2) years on October 1st, unless otherwise terminated (at any time) in writing by either party following ninety (90) days' notice.

- (b) The Town and Kaufman County mutually certify that this Agreement complies with the requirements and provisions of Texas Local Government Code, Chapter 242.
2. *Town's Jurisdiction.* County is granted exclusive jurisdiction to regulate all subdivision platting and related permits in Town's ETJ under the provisions of Chapter 232 of the Texas Local Government Code together with all other statutes applicable to counties.
3. *Kaufman County's Responsibilities.* Kaufman County will enforce all subdivision platting and related permits, including the following requirements of Kaufman County as they may be amended or updated from time to time:
- (a) Subdivision Plats. Kaufman County is responsible for platting pursuant to the Kaufman County Subdivision and Land Development Regulations, including enforcement.
- (b) Fire Code. Kaufman County shall enforce its Fire Code and issue all related permits.
- (c) Building Permits. Kaufman County shall accept/enforce building permits pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (d) On-site Sewage Facilities. Kaufman County retains exclusive jurisdiction under this Agreement to include inside Town Limits for those Cities that are not classified as an Authorized agent through the Texas Commission on Environmental Quality (TCEQ) to review/issue permits for and oversee construction of on-site sewage facilities, including enforcement, under the provisions of Texas Health and Safety Code Chapter 366; 30 Texas Administrative Code ("TAC"), Chapter 285; and Kaufman County's OSSF Order.
- (e) Floodplain. Kaufman County is responsible for issuing permits pursuant to the Kaufman County Floodplain Order, including enforcement.
- (f) Driveway Culverts. Kaufman County is responsible for issuing permits for driveway culverts, including enforcement, pursuant to the Kaufman County Subdivision and Land Development Regulations.
- (g) 9-1-1 Addressing. Kaufman County is responsible for issuing 911 addressing and related permitting in the ETJ, the Town is granting ☒ addressing authority and or ☒ GIS responsibility (Option out would require GIS services directly connected to NCT911 synch). The jurisdiction expands or contracts with the lawful jurisdiction boundary. The Town agrees to provide appropriate timely changes with annexation or de-annexation ordinances. The County will bear the cost and collect all fees. The Town will support the County by limiting services and/or permits until final addressing has been completed and a final letter has been issued. Pursuant to the Kaufman County Subdivision and Land Development Regulations.

- (h) County Property. Kaufman County retains exclusive jurisdiction under this Agreement to permit any/all construction activity regarding its county-maintained roadways and right-of-way, pursuant to the Kaufman County Subdivision and Land Development Regulations.
4. *ETJ Defined*. For the limited purposes of this Agreement, Town's ETJ is described by the area indicated in Exhibit "A", attached hereto and made a part hereof for all purposes. The recognition of the ETJ shall not be deemed an admission by Town or Kaufman County in any dispute with any other person or municipality regarding the boundaries of Town's ETJ.
5. *ETJ Expansion or Reduction*. In the event Town's ETJ expands, Town and Kaufman County agree that Kaufman County shall continue to be granted exclusive jurisdiction as specified in paragraph 3 above in its new, lawful ETJ. In the event that Town's ETJ expands, Town shall provide appropriate and timely notice of such expansion to Kaufman County who shall abide by updated mapping information as provided by Town. In the event that Town's ETJ is reduced, both Town and Kaufman County agree that Kaufman County shall have exclusive jurisdiction to regulate subdivision plats and approve related permits in areas in the County that are no longer in Town's ETJ until such time as Exhibit "A" to this Agreement is amended to take into account such ETJ reduction. In the event of such expansion or reduction of its ETJ, Town agrees to notify Kaufman County of such expansion or reduction within thirty days by sending Kaufman County a copy of the applicable ordinance together with an amended Exhibit "A". Kaufman County shall have fifteen (15) days from its receipt of the amended Exhibit "A" to review said amended Exhibit "A" and present any objections to the accuracy of same to Town. For the purposes of this Agreement, the "Date of Amendment" of Exhibit "A" shall be: (1) the fifteenth (15th) day after Kaufman County receives the amended exhibit provided Kaufman County does not object to its accuracy; or (2) in the event Kaufman County objects to its accuracy, upon resolution by the parties of such objection. Upon final approval by both Parties of any such Amendment to Exhibit "A" as described above, the same shall be deemed an amendment to this Agreement by the parties pursuant to Texas Local Government Code §242.001(c).
6. *Notice of Plat Submittals and Approvals*.
- (a) Kaufman County shall notify Town of all subdivision plat applications for property located within Town's ETJ within thirty (30) days after receipt of a completed application. Kaufman County shall use its best efforts to comply with this provision; however, failure to comply shall not affect the validity of any subdivision plat.
- (b) Kaufman County shall notify Town of the approval of plats for property located in Town's ETJ within Kaufman County. A copy of the approved plat and any engineering plans shall be sent to Town at the address set out in Section 12(f) below within thirty (30) days of Kaufman County's approval. After notice of approval is given, Kaufman County shall assign addresses to each lot within an approved subdivision.

- (c) Nothing in this Agreement is intended to interfere with the recordation requirements of state law nor with the authority and duty of the County Clerk to collect filing and recording fees.
7. *Collection of Fees and Costs.* All costs involved with the approval of subdivision plats under this Agreement, including but not limited to engineer reviews and inspections of public improvements, shall be borne by Kaufman County and payable out of its current revenues. All fees relating to subdivision plat approval shall be collected and retained by Kaufman County unless otherwise agreed in writing by both Town and Kaufman County.
8. *County Roads*
- (a) Kaufman County shall, at its expense, continue to maintain roads within Town's ETJ that have been accepted by the Commissioner's Court into Kaufman County's road- maintenance system unless otherwise provided by agreement. Requests for acceptance, abandonment, alterations, etc. of county roads within Town's ETJ shall be submitted to Kaufman County for approval pursuant to Kaufman County's Subdivision and Land Development Regulations.
- (b) In order to be considered by Kaufman County for acceptance as a county road within Town's ETJ and, as such, be eligible for county maintenance, the developer must comply with Kaufman County's Subdivision and Land Development Regulations. No other entity and no individual Kaufman County official has the authority to bind Kaufman County. Nothing in this Agreement binds Kaufman County to accept a road for maintenance, nor restricts the County's governmental authority to abandon a road or abandon maintenance of a road after it has been accepted.
9. *Thoroughfare Plan.* Kaufman County shall require compliance with the Kaufman County Thoroughfare Plan.
10. *Effective Date.* The Effective Date of this Agreement shall be the date upon which both parties have approved and fully executed the same.
11. *Applicable Regulations.* The subdivision rules and regulations currently enacted by Kaufman County and extended to Town's ETJ are hereby established as the set of regulations to be enforced by Kaufman County within the Town's ETJ. Kaufman County will provide Town with copies of all amendments to Kaufman County's subdivision rules and regulations proposed after the Effective Date as set forth in paragraph 10 above and will notify Town of all public hearings on any proposed amendments. In the event that the Commissioners Court updates a standard or standards, both Town and Kaufman County agree that the most recent and up to date standard or standards shall be applied to any new application or project within Town's ETJ.

12. *Miscellaneous Provisions.*

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

TOWN OF POETRY:

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

With copies to:

David M. Berman
Nichols, Jackson, Dillard, Hager & Smith L.L.P.
500 N. Akard St Suite 1800
Dallas, Texas 75201

KAUFMAN COUNTY:

Kaufman County, Texas
Attn: County Judge
1902 US Hwy 175
Kaufman, Texas 75142

COURT ORDER NO. 50425-7

With copies to:

Development Services Department
101 North Houston Street
Kaufman, Texas 75142

District Attorney's Office – Civil Division
Attn: Civil Chief
Kaufman County Courthouse
1902 US Hwy 175
Kaufman, Texas 75142

PASSED AND APPROVED BY THE POETRY TOWN COUNCIL on this the 21st day of November, 2024.

TOWN OF POETRY, TEXAS

Tara Senkevech
Tara Senkevech, Mayor

ATTEST:

Anne Hamilton
Anne Hamilton, Town Secretary

APPROVED AS TO FORM:

David Berman
David Berman, Town Attorney

PASSED AND APPROVED BY THE KAUFMAN COUNTY COMMISSIONERS COURT
on this the 21st day of May, 2024. 2025

KAUFMAN COUNTY, TEXAS

Jakie Allen
Jakie Allen, County Judge

ATTEST:

Laura Hughes
Laura Hughes, County Clerk PJ: PJB

APPROVED AS TO FORM:

Karen Boddy
Assistant District Attorney



Shree Lakshmi date 4/16/25



September 8, 2026

Mr. Dale Bryant
2931 Ridge Rd., Ste. 101, Box 110
Rockwall, TX 75032

RE: Poetry Town Hall
5671 County Road 323
Poetry, TX 75160

Proposal to Complete TDLR project registration with the State, Accessibility Plan Review and Project Inspection in compliance with the 2012 Texas Accessibility Standards.

Scope of Work:

1. Register project with the State of Texas – TDLR, gathering all forms required by the State and uploading them to the State's database.
2. Complete accessibility plan review from drawings issued for construction and issue a written report of any deficiencies found to the State and all parties the City of Poetry requires.
3. Complete accessibility inspection of the property and issue a written review of any non-compliant violations. One inspection is included in this proposal, if the City requires another inspection after violations have been made compliant the cost would be \$500.00.

The cost to complete this scope of work is **\$1,600.00**.

\$800 is due before the plan review is completed and \$800 is due at time of the inspection, or it can be a onetime payment of \$1,600.00.

If you have any questions, please feel free to contact me.

Cordially,



Virginia (Beth) Cooke
Registered Accessibility Specialist (RAS) #1317



- Fast Track Your Project
- Register Project
- Submit A Project
- Schedule Inspection
- Fees (Effective 11/1/2025)
- Request CADD Sheets
- All Update Forms

- 33 Years Of Experience

Johnson Kelley Associates, Inc.

Granite Park Five, 5830 Granite Parkway, Suite 100-376, Plano, Texas 75024, – Phone: 972-422-5384

Shortly after the **Americans with Disabilities Act's (ADA)** celebrated it's 33rd year anniversary we have **hit our 33 year milestone as well.**

The ADA is one of America's most comprehensive pieces of civil rights legislation that prohibits discrimination and guarantees that people with disabilities have the same opportunities as everyone else to participate in the mainstream of American life to enjoy employment opportunities, to purchase goods and services, and to participate in government programs and services.

Johnson Kelley has been there since the beginning providing ADA and TAS accessibility consulting services on tens of thousands of projects. With **years of experience** we bring an insight to accessibility compliance issues that only experience can bring. We would like to thank all of our many clients over the years and welcome the opportunity to help new clients in the years to come. We want to be your Registered Accessibility Specialist of choice.

Johnson Kelley Associates provides ADA Accessibility Consulting nationally

In addition to our Texas Accessibility Standards (TAS) work in Texas, Johnson Kelley Associates provides ADA accessibility compliance due diligence, plan review and inspection services for our clients' projects nationally. In Texas, TAS is a construction code that mimics ADA. As noted above The Americans with Disabilities Act is Civil Rights Legislation. Both have essentially the same

requirements in Scoping and Technical Standards. There are slight differences in Scoping and Texas has additional Rules governing how the law is administered including oversight.

Why Use Johnson Kelley as your Accessibility Consultant?

- State certified from the very beginning
- JKA works throughout Texas and the United States
- JKA has 33 year history of experience
- JKA offers assistance to property owners and managers
- Ease of paperwork. We provide TDLR forms in Excel format for ease of use.
- Personal Customer Service
- Level of Experience – over 26,000 reviews to date.
- Quick turn around on Plan Reviews
- Preferred Inspection Scheduling
- \$10.00 Gift Card and Charity Program
- 10% Discount Program

ADA Title III Enforcement

- Private Party Lawsuits
- Drive by Lawsuits
- Our fee for ADA consulting work is quoted on a per project basis for your project specifics. Our clients find our modest fee provides valuable insight to assist in ADA compliance when managing or acquiring property(s). Please call to discuss how we can assist your firm nationally.

Know before you build or buy

The 2010 ADA has a safe harbor provision that effectively ensures that where existing facilities were constructed to meet 1991 ADA, they have safe harbor with regard to the newer standard. However, where violations under the 1991 ADA are found and corrective modifications are necessary then 2010 ADA must be met at the time of their remediation. Our ADA plan Reviews provide a greater quality control for your team and our Inspection Services can include:

- **Project site assessment** including: walkways, parking lots, building entry and path of travel from associated accessible parking to each accessible facility entrance.
- **Building assessment:** of all public areas including; lobbies, break and rest rooms, common areas, etc. Assess circulation routes including vertical access via ramp, stair and or elevator, where applicable, along all regulated accessible path of travel and circulation routes.
- **Assessment reports:** include photographs of violations and relevant code references as part of our report.

Registered Accessibility Specialists (RAS)

Licensed TAS Services Statewide

- Plan Reviews
 - Inspections
- ADA Consulting Services Nationwide

- Property Accessibility Assessments
- Accessibility Due Diligence

Accessibility Compliance Management for Corporate Real Estate Clients

Personal Customer Service

We strive to make adhering to all requirements of the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Program an efficient process. Refer to the contact information located in our newsletter for our personnel and their area of focus. Keep in mind that each member of our team can assist you should one of our team members be unavailable. Kelly Hartman is able to perform any administrative function needed so there will always be available to personally assist you with initial project registration, billing or follow-up issues.

Level of Experience

Johnson Kelley Associates has performed plan reviews and inspections for projects in Texas since 1995. We got in on the ground floor of the State's use of outside contractors to help administer the AB Program. Johnson Kelley principals and inspection staff attend the TDLR Texas Accessibility Academy each year to receive the latest information and interpretations from the TDLR regarding accessibility requirements. Prior to 1995 Jeff did extensive consult for ADA compliance.

Preferred Inspection Scheduling

The TDLR requires a post-construction inspection within one year of the project's completion, and we work closely with our clients to schedule timely inspections. We prefer to be onsite as soon after substantial completion as possible so if you don't hear from us send us an email to get things started. inspection.submit@johnsonkelley.com

Company History

Johnson – Kelley Associates has been a contract provider for the State of Texas Department of Licensing and Regulation since 1995 and as of January 2002, we are licensed Registered Accessibility Specialists (RAS).

We have completed thousands of plan reviews and inspections for Architects, Engineers and Building Owners to ensure compliance with accessibility standards adopted by the Texas Department of Licensing and Regulation for the purpose of ensure compliance with Article 9102, Texas Civil Statutes.

This work has involved projects of all types including office, retail, large multi-screen movie complexes, schools, sporting and gymnasium facilities, restaurants and various other type projects. The sum of our review experience would be an asset to your project team.

Additionally the principals at **Johnson - Kelley Associates** are very knowledgeable with the **Americans with Disabilities Act** (ADA) and since 1991 have been consulting architects in the due diligence survey work of real estate property managers for over 700 properties in all but one state including AL, AK, AZ, AR, CA, CO, CT, DE, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MI, MN, MS, MO, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, WA, WV, WI and WY.

Please feel free to call if you or your client needs additional information. Our references are available upon request. We look forward to working with you on a project as you RAS, (Registered Accessibility Specialist) in the near future.



Fall 2025 Fee Schedule

The Texas Department of Licensing and Regulation (TDLR) has licensed us to perform plan review and inspection services as allowed by Administrative Rules of the Texas Department of Licensing and Regulation Title 16 Texas Administrative Code, Chapter 68, Rule 68.70. Our State Licenses authorize us to review your firm's construction projects covering all building types, both publicly and privately owned, for compliance with the Texas Accessibility Standards (TAS) as promulgated under the authority of Texas Government Code, Chapter 469, Elimination of Architectural Barriers, and Texas Occupations Code, Chapter 51.

- I. Review time with standard rate fees once we receive a Complete Plan Review Submittal with plans, required documents and fees can be as much as three weeks but often less. **Please note that an Incomplete Submittal will cause Delays.** Plan Review can not be started or Inspection can not be scheduled until all documents and fees are received. Contact Kelly by email or help with Forms, Fees khartman@johnsonkelley.com or our visit our website for more information: Submit projects to project.submit@johnsonkelley.com & Inspection requests to inspection.request@johnsonkelley.com
- II. TDLR regulations require us to maintain all project updates in TABS the Texas Architectural Barriers Online System. Costs associated with Plan, Revision and Inspection Reviews, travel and TDLR project TABS update reporting is included in our fees. Also, portions of reviewed CDs in PDF format are required to be uploaded to TABS as property of the state.
- III. **24 Hour and two-three(2-3) day** plan review turnaround times are available upon request. For Expedited Services refer to **Additional Service Fees** below. Please call or email first to verify availability and scheduling.
- IV. **Fast Track Projects** with known multiple phase plan reviews have additional fees relating to plan reviews. For Fast Track Projects refer to Additional Service Fees below or call to discuss.
- V. Projects with **multiple site locations** (such as City bus stop or city sidewalk & curb ramp improvements) may have additional fees relating to inspections. Please call first to discuss scope and verify pricing.

Permit Cost (Hard Construction Cost)	Standard Fees		Optional Additional Service Fees
	Plan Review Fee	Inspection Fee	
0 to 500,000	550	550	Add a Preliminary Plan Review. Prelim PR Fee is 50% of Standard Plan Review Fee
500,001 to 3,000,000	750	750	III. 24 Hour Plan Review add 50% of Plan Review Fee 2 to 3 Day Plan Review add 30% of Plan Review Fee
3,000,001 to 7,000,000	1,000	1,000	IV. Fast Track Project (Planned Multiple Submittals) add 50% of Standard Plan Review Fee
7,000,001 to 15,000,000	1,500	1,500	V. Project with Multiple Sites when allowed by the city under one TABS# may have additional costs for the inspection. Inspection fees for this project type will be quoted on a project specific basis.
15,000,001 to 35,000,000	2,000	2,000	Expedited Inspection Fee - Less than 3 week to schedule request. Note: Expedited Inspection Fees (if available) will be quoted on a project specific basis.
35,000,001 to 75,000,000	2,500	2,500	Projects must 100% be complete to schedule. If not, when inspected a Re-inspection Fee + Travel Zone Fee applies.
75,000,001 to 100,000,000	2,800	2,800	
100,000,001 to 125,000,000	3,050	3,050	
125,000,001 to 150,000,000	3,300	3,300	
150,000,001 to 200,000,000	3,550	3,550	
200,000,001 to 225,000,000	3,800	3,800	
225,000,001 to 250,000,000	4,050	4,050	

Fee Calculation	Plan Review	Inspection Fee	Travel Fee	Sub-total	Less 10% Discount for Paid Inspection with Plan Review	Sub-total	Plus State Fee	Total Fee
EXAMPLE BASED ON \$175,000 Project in Dallas w/ Standard Plan Review turnaround and (1) Post- construction Inspection	\$550.00	\$550.00	\$50.00	\$1,150.00	(\$115.00)	\$1,035.00	\$375.00	\$1,410.00

10% Discount only applies with full payment of Plan Review, Inspection & Travel fee at time of submission

Plus State Fee - add \$375.00 only if JKA is Registering project with T.D.L.R (\$175.00 TDLR fee + \$200.00 JKA service fee = \$375.00)

** If you registered your project & paid the \$175.00 State Filing Fee to TDLR enter \$0.00 here to calculate correct fee. **

Total Fee - pay with CC online or mail check payable to Johnson-Kelley Associates, Inc. (Tax ID # 75-2952695) Our W9 is available for download on our website www.johnsonkelley.com