## NOTICE OF A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD

Notice is hereby given that a Regular Meeting of the City Council of the City of Hempstead will be held on Monday, the 3<sup>rd</sup> day of July A.D., 2023 at 6:00 P.M. at the Hempstead City Hall, 1125 Austin Street, Hempstead, Texas, at which time the following subjects will be considered, to-wit:

- 1. Call to order and invocation.
- 2. Pledge of Allegiance.
- 3. Public Comments.
- 4. Consideration and action on Professional Services Agreement with Johnny Wallin for a Heavy Equipment Operator on an as-needed basis for the Public Works Department.
- 5. Discussion and action on a Resolution of the City Council of the City of Hempstead, Texas submitting a proposed City Charter amendment to increase City Council terms from 2 years to 3 years and Mayor terms from 2 years to 4 years.
- 6. Discussion and action to authorize the Mayor to submit a Request for Qualifications for City Attorney.
- 7. Discussion and action on a Resolution amending the City of Hempstead Cemetery Policies and Procedures to eliminate interment cost cremains for resident and non-resident of Hempstead.
- 8. Consideration and action on Walk Permit for the Watermelon Run for the Fallen.
- 9. Discussion and action on an Internal policy for any employee that communicates or releases sensitive or restricted any personnel or customer information without going through Public Information Request Act may be subject to disciplinary action to include immediate termination.

#### 10. Presentations-

#### A. Mayor's Reports-

- 1. Watermelon Festival- July 14th-15<sup>th</sup>.
- 2. July 4 Fireworks at the Park
- 3. August 5, 2023 Family Fun Day at the Park. 9:00 AM to 12 PM; Sponsors are welcome to donate.
- 4. External and Internal Utility Forensic Audit being executed-future Townhall to discuss when Audit is completed.
- 5. Award on the Master Drainage Plan.
- C. <u>Councilmember's Report-</u> Mildred Jefferson- We are sending our most heartfelt condolences to the family of Rev. Cube Charleston. Please keep them in your prayers.

<u>Nora Hodges</u>-Expression of Appreciation to everyone who attended and participated in the Townhall Meeting. Participation and certification in Open Meeting Act training for newly elected officials sponsored by HGAC.

<u>Karon Neal</u>- I would like to thank Mr. Frederick (Kookee) Alexander for the follow up with a citizen that had an issue with water at her residence that he was informed about at the utility workshop. Ms. Nora Hodges and I attended the newly elected officials training on June 28, it was very informative.

The City Council of the City of Hempstead reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below authorized by <u>Texas Government Code</u>, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), and 551.086 (Certain Public Power Utilities: Competitive Matters). Council may act in Open Session on any item listed for Executive Session.

11. Adjourn City Council Meeting.

Dated this the 30<sup>th</sup> day of June, A.D., 2023.

By:

Sabrina Alvarez, City Secretary

I, the undersigned authority, do hereby certify that the above Notice of a Regular Meeting of the governing body of the City of Hempstead is a true and correct copy of said Notice, and that a true and correct copy of said Notice was posted on the City Hall bulletin board and entrances to City Hall, in the City Hall of said City of Hempstead, Texas, a place convenient and readily accessible to the general public at all times, and that said Notice was posted on June 30, 2023 at 4:30 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 30<sup>th</sup> day of June, A.D., 2023.

 $\mathbf{R}_{\mathbf{v}}$ .

Sabrina Alvarez, City Secretary

### PUBLIC PARTICIPATION BY TELEPHONE

The City of Hempstead City Council may conduct the meeting scheduled at 6:00 P.M. on Monday the 3<sup>rd</sup> day of July 2023 at the Hempstead City Hall, 1125 Austin Street, Hempstead, Texas. The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made and will be available to the public upon written request.

The toll-free dial-in number to participate in the meeting telephonically is:

1-346-248-7799; Access Code 989-478-2100

IF CITY COUNCIL MEMBERS ARE GOING TO APPEAR BY VIDEOCONFERENCE A QUORUM OF COUNCILMEMBERS MUST BE PRESENT AT THE LOCATION.

### NOTICE OF MEETING BY VIDEO CONFERENCE

The City of Hempstead City Council **may** conduct the meeting scheduled at **6:00 P.M. on Monday the 3<sup>rd</sup> day of July 2023 at the Hempstead City Hall, 1125 Austin Street, Hempstead, Texas** by videoconference in addition to allowing in person attendance. A quorum of the City Council will be physically present at the Hempstead City Hall, 1125 Austin Street, Hempstead. The public may participate in the City Council Meeting by using the following information:

1-346-248-7799, Access Code 989-478-2100

### City of Hempstead

#### PERSONAL/PROFESSIONAL SERVICES AGREEMENT

This Personal/Professional Services Agreement (Contract) is made between the City of Hempstead, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

	I. II.	Summary of Contract Terms Signatures	IV.	1	cial Terms and Conditions litional Contract Documents
	III.	Standard Contractual Provisions	٧.	Auc	ittoliai Coltiaci Documents
I.	Sumi	mary of Contract Terms.			
Con	tractor:	Johnny Wallin			
	_	of Services/Scope of Work:			
Hea	vy equip	ment operator as needed by Public V	Works.		
Base	e Contrac	et Price: \$30.00 per hour			
Leng	gth of Co	ontract: 1 year			
Add	itional V	Vork in addition to Base Contract writing and approved by the City vi	Price: Any addit		
Effe	ctive Dat	te:			
II. S	ignature	s.By signing below, the parties agre	e to the terms of the	nis Cont	ract:
(	CITY OI	F HEMPSTEAD, TEXAS	CO	NTRAC	CTOR:
F	Ву:		Ву:	Lany	R Wallet
7	itle:				CTON
Ι	Date:		Date: _06	- 21	- 2023
P	Attest: C	ity Secretary			
_					

#### III. Standard Contractual Provision.

#### A. <u>Definitions</u>.

Contract means this Personal/Professional Services Agreement.

B. <u>Services and Payment</u>. Contractor will furnish services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the services provided at intervals of two (2) weeks. The City shall pay Contractor for the services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

#### C. <u>Termination Provisions</u>.

- (1) City Termination for Convenience. The City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) Termination for Default. Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice within 30 days, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.
- D. <u>Liability and Indemnity</u>. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.
- E. <u>Assignment</u>. The Contractor shall not assign this Contract.

- F. <u>Law Governing and Venue</u>. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Waller County, Texas.
- G. <u>Entire Contract</u>. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. <u>Independent Contractor</u>. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in accordance with the professional skill and care ordinarily provided by competent professionals practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees, if any.
- I. <u>Dispute Resolution Procedures</u>. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. <u>Attorney's Fees</u>. Should the City bring suit against the Contractor for breach of contract or for any other cause relating to this Contract, the City shall be entitled to seek an award of attorney's fees or other costs relating to the suit.
- K. <u>Severability</u>. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. <u>Work Product</u>. Any work product generated as a result of this Contract shall be the property of the City.

#### IV. Special Terms or Conditions.

- A. As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City Council before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.
- B. The Contractor hereby certifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Chapter 2264, Texas Government Code (undocumented workers), Chapter 2270, Texas Government Code

(boycott Israel), Section 2252.152, Texas Government Code (Iran, Sudan, and foreign terrorist organizations), and Chapter 2274, Texas Government Code, as applicable.

Additional Contract Documents. The following specified documents attached to this Contract are

A.	Contractor's Additional Contract Documents:
	1
B.	City's Additional Contract Documents:
	1

part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision does not apply to this

V.

contract.

**END OF DOCUMENT** 



## City of Hempstead

1125 Austin Street • Hempstead, Texas 77445 • Tel: 979-826-2486 • Fax: 979-826-6703

RESOLUTION NO. \_23-\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS SUBMITTING A PROPOSED CHARTER AMENDMENT TO INCREASE THE CITY COUNCIL TERMS FROM TWO (2) YEARS TO THREE (3) YEARS AND TO INCREASE THE MAYOR TERM FROM (2) TWO YEARS TO FOUR (4) YEARS.

**WHEREAS**, the City Council of the City of Hempstead, Texas became a Home Rule City and adopted, by election, a City Charter on or about May 11, 2013; and

**WHEREAS**, the City Council now desires to amend the City Charter pursuant to Section 9.004 of the Texas Local Government Code and submit a proposed City Charter amendment to the City's qualified voters for their approval at an election; and

WHEREAS, the City Council believes it to be in the best interest of the City to amend the City Charter to increase the term limits of the City Council from two (2) years to three (3) years; and

WHEREAS, the City Council believes it to be in the best interest of the City to amend the City Charter to increase the term limits of the Mayor from two (2) years to four (4) years. Now therefore,

# BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS THAT:

**Section 1.** That the above and foregoing recitals are found to be true and correct and incorporated herein.

**Section 2.** The City Council directs the City Secretary to prepare an Ordinance for City Council consideration ordering a special election for November 7, 2023, pursuant to Section 9.004 of the Texas Local Government Code

PASSED AND APPROVED in Hempstead, Texas this 3<sup>rd</sup> day of July, 2023.

 illum, May	

CITY OF HEMPSTEAD TEXAS

ATTEST:	
Sabrina Alvarez, City Secretary	



## City of Hempstead

1125 Austin Street • Hempstead, Texas 77445 • Tel: 979-826-2486 • Fax: 979-826-6703

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS AMENDING THE HEMPSTEAD CEMETERY, HEMPSTEAD JEWISH CEMETERY, HEMPSTEAD HOUSTON CEMETERY AND HEMPSTEAD OAKWOOD CEMETERY POLICY REMOVING THE INTERMENT COSTS FOR BURIAL OF CREMATED REMAINS FOR HEMPSTEAD RESIDENTS AND NON-RESIDENTS.

**WHEREAS,** the City Council of the City of Hempstead, Texas adopted the Hempstead Cemetery, Hempstead Jewish Cemetery, Hempstead Houston Cemetery and Hempstead Oakwood Cemetery Policy (the "Policy") on or about [10/5/2021]; and

WHEREAS, the City Council now desires to amend the Policy to remove the interment costs for burial of cremated remains for both Hempstead residents and non-residents. Now therefore,

# BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS THAT:

**Section 1.** That the above and foregoing recitals are found to be true and correct and incorporated herein.

**Section 2.** The Hempstead Cemetery, Hempstead Jewish Cemetery, Hempstead Houston Cemetery and Hempstead Oakwood Cemetery Policy is amended to read as shown in the attached **Exhibit A** with deletions being struck.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED in Hempstead, Texas this 3<sup>rd</sup> day of July, 2023.

	CITY OF HEMPSTEAD, TEXAS
	Erica Gillum Mayor
	Erica Gillum, Mayor
ATTEST:	
Sabrina Alvarez, City Secretary	

### **EXHIBIT A**

#### HEMPSTEAD CEMETERY, HEMPSTEAD JEWISH CEMETERY, HEMPSTEAD HOUSTON CEMETERY AND HEMPSTEAD OAKWOOD CEMETERY

#### PLANTING AND GRAVE REGULATIONS

#### 1. CONTAINERS

Glass or breakable containers and unsightly cans may not be placed on graves, and one week after the interment, no more than three (3) containers of flowers may be placed on grave. The superintendent may remove any other such container or can placed on the grave.

#### 2. POTTED PLANTS, WREATHS, AND OTHER DECORATIONS

- (a) Potted plants and cut flowers are permitted any time provided they are in appropriate, self-supporting containers or vases that can be readily removed. Subsurface vases, which can be inverted in the ground and mowed over when not in use, are recommended.
- (b) Wreaths and other decorations may be put out two (2) weeks before and two (2) weeks after for these special days: Christmas, Easter, Mother's Day, Father's Day, Veteran's Day and special days of Recognition: Orthodox and Jewish Holidays.
- (c) The lot owner(s) should remove artificial flowers placed for the special days within two (2) weeks; otherwise the City will remove them.
- (d) Glass containers are not permitted. Also, use of pins or making holes in the sod to hold the containers or vases in place are not permitted. Wire pins and glass are hazards in mowing. **No Wooden Crosses permitted.**
- (e) The City has the authority to remove any items, which are contrary to the regulations on which, in its judgment, have deteriorated and no longer contribute to the beauty and dignity of your cemetery. The City is not responsible for items so removed.

#### 3. <u>REMOVAL OF FLOWERS</u>

Flowers and wreaths will be removed from the grave(s) when, in the judgment of the superintendent, they become unsightly. Members of the family desiring to retain flowers or wreaths from the grave must remove them within two (2) weeks after the interment. Christmas ornaments will be removed from the grave(s) two (2) weeks after Christmas.

#### 4. GRAVE SPACES STAKED

All burial spaces shall be located and staked by the City of Hempstead personnel before opening the grave space.

#### 5. GRAVES

No annuals may be planted but evergreens and trees, with the approval of the City. Flags placed on graves of Veterans will be permitted to remain one (1) week preceding and one (1) week following Memorial Day and Veteran's Day.

#### 6. WASTE DISPOSAL

All debris, rubbish and waste must be placed in containers provided by the City for this purpose.

#### 7. VIOLATIONS

The City may remove any planting, grave decoration, effigy, structure, or other object placed on a grave contrary to these Rules and Regulations.

#### 8. NO LIABILITY

The City shall not be liable for lost, misplaced or broken flowers, ornaments, vases or containers.

#### 9. CEMENT CURB

There will be no more cement curbs placed around grave sites. Corner stones may be used to mark lot(s).

#### 10. ABOVE GROUND STRUCTURES

No above ground structures (benches, decorations, etc.) shall be allowed.

#### 11. ENFORCEMENT

All Rules and Regulations of the Hempstead Cemetery, Hempstead Jewish Cemetery, Hempstead Houston Cemetery and Hempstead Oakwood Cemetery shall be enforced by the City of Hempstead and/or any person designated by the City to have such authority.

#### **RESERVED RIGHTS**

The City of Hempstead reserves the right from time to time, to enlarge, reduce, replat or change the boundaries or grading of the cemetery or any section thereof, including the right to modify or change the location of, remove or regrade roads, drives and/or change pipelines, sprinkler systems and drainage systems. The City reserves the right to use and to place trees, shrubs, features, monuments and works of art on portions of the Hempstead Cemetery, Hempstead Jewish Cemetery, Hempstead Houston Cemetery and Hempstead Oakwood Cemetery not sold to individual lot owners. The City reserves unto itself a perpetual right on ingress and egress over graves, grave spaces and lots for purposes of maintenance and for any and all lawful purposes.

#### **AMENDMENTS**

The City Council may amend, alter, repeal, or adopt new Rules and Regulations for the Hempstead Cemetery, Hempstead Jewish Cemetery, Hempstead Houston Cemetery and Hempstead Oakwood Cemetery at any time during any regular or special meeting of such Council.

#### **MODIFICATION**

Special circumstances may and probably will arise in which the literal enforcement of a rule or regulation may impose an unreasonable hardship and/or not accomplish the worthwhile purposes of the Rules and Regulations. The City Council, therefore, within the good faith exercise of its judgment, reserves the right to make exception, suspensions or modifications in any of theses Rules and Regulations except, suspension or modification shall not impair in any way general application of such rule or regulation.

#### **FUNERAL HOMES**

All funeral homes that go through the City of Hempstead for burials must set a temporary marker.

## LOTS TO BUY (ENDOWED) Effective 10/1/2020

<u>Hemp</u>	estead Residents	Non-Residen	t <u>s</u>
1 grave in Baby Land	\$ 300.00	\$ 900.00	*
	Hempstead Residen	<u>ts</u>	Non-Residents
1 grave space	\$ 500.00		\$1,500.00
2 grave spaces or ¼ lot	\$1,000.00		\$3,000.00
3 grave spaces or 1/3 lot	\$1,500.00		\$4,500.00
4 grave spaces or ½ lot	\$2,000.00		\$6,000.00
6 grave spaces or ¾ lot	\$3,000.00		\$9,000.00
8 grave spaces or 1 lot	\$4,000.00		\$12,000.00

The purchase of a grave space does not include interment costs for burial.

INTERMENT COSTS (Effective October 1, 2020)

Hempstead Residents Non-Residents

Interment for 1grave (including burial of			
cramated remains)	•	350.00	\$1,050,00
Cicinated Temanist.	LD.	220.00	D1.00.00

### \* <u>INTERMENT IN BABYLAND (AT HEMPSTEAD CEMETERY):</u>

The City shall be solely responsible for interment of all grave spaces in Baby land located in Hempstead Cemetery.

## INTERMENT OF CREMATED REMAINS:

The City shall be solely responsible for all cremated remains buried in the Hempstead Cemetery, Hempstead Jewish Cemetery, Hempstead Houston Cemetery, and Hempstead Oakwood Cemetery.

## CITY OF HEMPSTEAD



## PARADE, MOTORCADE, and RUN (EVENT) PERMIT

Date of Application Submittal: 23
ORGANIZATION NAME: HEMPSTERN WATERMELOW RON for the Faller
ADDRESS: Po Box 1102, Hempstons, Tx 77445
PHONE: 979-270-3602
Contact Information  (This information will be used as the direct contact for coordination, communication, and full application and permit process of the event.)
Organization Contact Name: Tony Fourizouf
Title: VICE PRESIDENT
E-mail Address: WRFTF   Quail 160nc
Phone Number: 979 - 270 - 3662
Event Information (Should this information significantly change after submittal of this application, you are obligated to communicate the changes with the Office of the City Secretary. The Office of the City Secretary will determine if a new application needs to be submitted.)
Please select the type of event:
Parade
Motorcade
Run/Walk
Trail Ride

(To be completed by City Staff)

Fee due at time of submittal of application: \$100.00

Fee Amount Paid: Date of Payment: 6/3/23
Date of Hearing (To be completed by City Staff)
Date of Hearing/Consideration at Council Meeting: 7/3/23
Applicant Acknowledgment
I, Foregoing the representative submitting this Event application, understand that, pursuant to the City Parade Ordinance, I am required to submit this application and the associated fee not less than sixty (60) days before the date on which the Event shall occur. I understand that Council may still consider my application within the sixty (60) days leading up to my Event if good cause is shown by me. I understand that the application fee is non-refundable and will be used for the purpose of defraying the City's expenses in regulating and inspecting the event and cleaning any public facilities used by the Event.  I further understand that I am required to show proof of insurance, with the City, its employees, officers, and officials added as an additional insured, in the amounts
required by the Parade Ordinance. I understand that Council will not hear my application and request for permit unless and until proof of such insurance is submitted to the Office of the City Secretary. The certification of insurance shall include a statement the effect of:
"The comprehensive general liability policy listed above includes coverage of designated premises and coverage for contractual liability in compliance with the provisions of article 11.05 of the City Code of Hempstead, Texas, for a parade to be held on the 19 day of August 2023."
I understand that City Council or City Staff are authorized to modify the route, time, and manner of the Event as may be deemed necessary to protect the safety and welfare of the public, including preservation of access to public buildings and maintenance of vehicular and pedestrian traffic flow.

By my signature below, I understand and have read all of the above information and have filled out this Application to the best of my ability and I understand that if any significant changes are made to the Event information, it is my duty to update the Office of the City Secretary immediately and if I do not, my Permit may be revoked or amended.

Applicant Signature

(For completion by City Staff)

Date of Receipt of Application: 5423

Name of City Staff Recipient: 5423

Communication to Applicant concerning Council Hearing on Permit Application:

1

Hempstead, Texas 77445 979-826-2486  RECEIVED FROM  FOR  POWNET - Por Waternelos for the s  AMOUNT OF ACCOUNT 100 00 CASH  THIS PAYMENT  THIS PAYMENT  THE PAYMEN	304
FOR Permet - Por Waternelos for the a	13/23
AMOUNT OF ACCOUNT A CASH	DOLLARS
BALANCE DUE CREDIT CARD BY MONEY ORDER	