

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

**PLEASE NOTE:**

**Public comments and matters from the floor are limited to 3 minutes per person. Allotted minutes cannot be transferred to other individuals.**

**If you would like to request to speak, please do so in advance of the meeting by filling out a Request to Address Council form available upon entrance to the meeting.**

**Please silence all cell phones and electronic devices.**

**PRESENTATIONS ARE LIMITED TO 7 MINUTES.**

Notice is hereby given that a Regular Meeting of the City Council of the City of Hempstead will be held on **Monday, the 1<sup>st</sup> day of July, A.D., 2024 at 6:00 P.M.** at the **Hempstead Recreation Center, 635 Business Hwy 290 E, 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. Administer the Oath of Office to Elected Officials.
5. Discussion and action on the City of Hempstead Reutilization Program.
6. Consideration and action on Cyber Liability and Data Breach Response Interlocal Agreement with Texas Municipal League Intergovernmental Risk Pool.
7. Consideration and action on Resolution of the City Council of the City of Hempstead approving as a project of the Hempstead Economic Development Corporation Type B, the Hempstead Flock Safety Project for the Installation of License Plate Readers. (LPR) *(First Reading)*
8. Consideration and action on an Ordinance of the City Council of the City of Hempstead pursuant to the authority of Chapter 504, Subchapter D, Section 504.171 authorizing the Hempstead Economic Development Corporation, a Type A Corporation, to undertake a Type B Project (Hempstead Flock Safety License Plate Readers) under the provisions of Chapter 505 of the Local Government Code; making certain findings and containing provisions related to the subject.
9. Consideration and action on an Ordinance of the City Council of the City of Hempstead, Texas amending Chapter 12 Article 02 entitled "Rates, Charges, and Service Policies"; amending provisions related to the disconnection procedures for customers; and making other provisions related to the subject; repealing all ordinances or parts of ordinances inconsistent or in conflict herewith; providing for severability; and providing for notice.
10. Consideration and action on a final replat of Block 583, Lots 1-3.
11. Presentations.
  - A. Councilmembers Reports-
    1. Nora Hodges- The Disaster Recovery Center for Waller County constituents is located at Pine Island Baptist Church, 36573 Brumlow Rd, Hempstead, TX .The hours are 7:00 AM to 7:00 PM.
    2. Veronica Klausmeyer-a request to the citizens of Hempstead to be more

involved in the community. It will take everyone to work together as a village to see Hempstead grow and move forward.

### **CLOSED SESSION**

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 Texas Government Code, 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.

**Specifically, Council will convene in Executive Session pursuant to Section 551.087 of the Government Code Economic Development, and Section 551.071 Consultation with Attorney.**

12. Discussion of Hempstead Economic Development Corporations.

### **OPEN SESSION**

Council may act in Open Session on any item listed for Executive Session.

13. Adjourn City Council Meeting.

Dated this the 28<sup>th</sup> day of June, A.D., 2024.

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 and Hempstead Recreation Center 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 28, 2024 at 3:15 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 28<sup>th</sup> day of June, A.D., 2024.

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

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 1<sup>st</sup> day of July 2024 at Hempstead Recreation Center, 635 Business Hwy 290 E, 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 1<sup>st</sup> day of July 2024 at Hempstead Recreation Center, 635 Business Hwy 290 E, 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

## Reutilization program

Subject: The City of Hempstead has several items that can be reutilized or recycled to aid in additional funding for expendable items or however the Mayor and Council deems necessary.

### Item 1: Used Utility Poles.

Most of the used poles that have been taken out of service are long enough to be cut into twelve (12) foot sections and sold to the public at a reasonable price. These can be used as corner posts for fences or whatever the end user would like. City employees will cut and stack the newly cut poles in an area that will be set aside with easy access for loading them up.

### Item 2: Trees and limbs.

Tree limbs that are picked up and stored at the dump can be mulched and are sold to the public at a reasonable price per truck load. The City employees will use equipment already purchased or hire a contractor to mulch the limbs and trees that are being deposited at the dump area.

### Item 3: Compost.

Old mulch that has been piled at the dump area has now turned into compost material. This can be sold to the public at a reasonable price either by the truck load or whatever container the customer has.

### Item 4: Used culverts.

We have on site used and unserviceable culverts that a customer can use in their pond to give the fish a habitat. Many property owners that have ponds request them for a habitat for fish. These can be sold at a reasonable price that will be beneficial to the City.

All of the four items are readily available and accessible for the City of Hempstead to start a program that allows the City to gain additional funding for expendable items. It would take two employees to be at the site to load the items. All items must be purchased at City Hall during normal business hours. The customer then brings the receipt to the City employee who verifies the receipt and will keep the receipt for proof of pick up. This would be on the third Saturday of each month unless it's a holiday weekend. If it is a holiday weekend the date is to be moved to the second Sunday of that month. The hours should be from 9:00am to 12:00pm.

Pricing should be at a rate that will benefit the customer and the City.

# **Texas Municipal League Intergovernmental Risk Pool**

1821 Rutherford Lane, First Floor • Austin, Texas 78754

## **CYBER LIABILITY AND DATA BREACH RESPONSE INTERLOCAL AGREEMENT**

This Contract and Interlocal Agreement is entered into by and between political subdivisions of this state (hereinafter referred to as "Pool Members") to form a joint self-insurance pool to be named the Texas Municipal League Joint Cyber Liability and Data Breach Response Self-Insurance Fund (hereinafter referred to as the "Fund") for the purpose of providing coverages against risks which are inherent in operating a political subdivision.

WITNESSETH:

The undersigned Pool Member, in accordance with Chapter 2259, Texas Government Code, the Interlocal Cooperation Act, Tex. Gov't Code § 791.001, et seq., and the interpretation thereof by the Attorney General of the State of Texas (Opinion #MW-347, May 29, 1981), and in consideration of other political subdivisions executing like agreements, does hereby agree to become one of the Pool Members of this self-insured pool. The conditions of membership agreed upon by and between the parties are as follows:

1. Definitions of terms used in this Interlocal Agreement.
  - a. Board. Refers to the Board of Trustees of the Fund.
  - b. Fund Year. 12:01 a.m. October 1 through 12:01 a.m. the following October 1.
  - c. Manual Rates. The basic rates applicable to each cyber liability and data breach response classification promulgated by the Insurance Service Office or the Board.
  - d. Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The Cyber Liability and Data Breach Response Coverage Document that sets forth in exact detail the coverages provided as part of the overall plan.
  - e. Adjustments. Refers to any offsets to manual premium that may result from the Pool Member's election of deductibles, loss experience, or Fund Modifier which reflects the savings to the Pool Member by entering into this Interlocal Agreement.
  - f. Premium and Contribution. Used interchangeably in some parts of this Interlocal Agreement. Any reference at any time in this Interlocal Agreement to an insurance term not ordinarily a part of self-insurance shall be deemed for convenience only and is not construed as being contrary to the self-insurance concept except where the context clearly indicates no other possible interpretation such as but not limited to the reference to "reinsurance."
  - g. Reimbursable Deductible. The amount that was chosen by this Pool Member to be applicable to the first monies paid by the Fund to effect judgment or settlement of any claim or suit. The Pool Member, upon notification of the action taken, shall promptly reimburse the Fund for all or such part of the deductible amount as has been paid by the Fund. Further, however, the Fund's obligation to pay damages shall be subject to the limits of liability stated in the Declarations of Coverage or Endorsements to this Interlocal Agreement less the stated deductible amount.
  - h. Fund Modifier. A percentage figure that is applied to the manual rates by the Fund to reflect the savings to the Pool Member by entering into this Interlocal Agreement.
  - i. Agreement Period. The continuous period since the Pool Member first became a member of this Fund excluding, however, any period or periods of time therein that the member did not participate as a member of the Pool.
  - j. Declarations of Coverage. The specific indication of the coverages, limits, deductibles, contributions, and special provisions elected by each individual Pool Member. The Declarations of Coverages may be modified by Endorsement.
2. The Board, acting through its agents and Fund staff, is responsible for the administration of all Fund business on behalf of the Pool Members.
3. In consideration of the execution of this Interlocal Agreement by and between the Pool Member and the Fund and of the contributions of the Pool Member, the coverage elected by the Pool Member is afforded according to the terms of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan. The affirmative declaration of contributions and limits of liability in the Declarations of Coverage and Endorsements determine the applicability of the Self-Insurance Plan.

Each Pool Member agrees to adopt and accept the coverages, provisions, terms, conditions, exclusions, and limitations as further provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan or as specifically modified by the Pool Member's Declarations of Coverage. This Interlocal Agreement shall be construed to incorporate the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, Declarations of Coverage, and Endorsements and addenda whether or not physically attached hereto.

4. It is understood that by participating in this risk sharing mechanism to cover cyber liability and data breach response exposures, the Pool Member does not intend to waive any of the immunities that its officers or its employees now possess. The Pool Member recognizes the Texas Tort Claims Act and its limitations to certain governmental functions as well as its monetary limitations and that by executing this Interlocal Agreement does not agree to expand those limitations.
5. The term of this Interlocal Agreement and the self-insurance provided to the Pool Member shall be continuous commencing 12:01 a.m. on the date designated in this Interlocal Agreement until terminated as provided below. Although the self-insurance provided for in this Interlocal Agreement shall be continuous until terminated, the limit of liability of the Fund under the coverages that the Pool Member elects shall be limited during any Fund Year to the amount stated in the Declarations of Coverage for that Fund Year.

This Interlocal Agreement may be terminated by either party giving to the other sixty (60) days' prior written notice of intent to terminate except the Pool Member may terminate this Interlocal Agreement and its coverages thereunder without giving the sixty (60) days' notice if the reason is because of a change by the Fund in the Pool Member's contribution, coverage, or other change in the limits of liability, terms, conditions, exclusions, and limitations provided for in the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan provided that no termination by the Member shall be effective prior to the date that written notice of termination is actually received in the offices of the Fund and provided that the Pool Member agrees to and shall pay the applicable premium and contribution for those coverages it is terminating until the date the notice of termination is actually received by the Fund.

The Fund shall provide the Pool Member with Declarations of Coverage and any Endorsements that determine the applicability of the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan annually by December 1. Such Declarations of Coverage shall include, but not be limited to, the coverage period which shall be the applicable Fund Year, limits, deductibles, contributions, special provisions, and limitations. Changes made during the Fund Year, whether requested by the Pool Member or required by the Fund, will be handled by Endorsement.

It is the intention of the parties that the Pool Member's coverages under this Interlocal Agreement shall remain in full force and effect from Fund Year to Fund Year, subject to the limits of liability that the Fund can provide each Fund Year and the terms, conditions, and limitations that the Fund may require to protect its solvency and to comply with reinsurance requirements, until notice of termination is given as herein provided. Realizing that the Pool Member needs the earliest possible information concerning the Fund coverages, limits, and exclusions, and the Pool Member's contribution that will be required for any new Fund Year, the Fund will endeavor to provide this information as soon as possible before the beginning of each Fund Year. The parties recognize, however, that conditions in the reinsurance industry are such that the Fund may not be able to provide this information to the Pool Member before the beginning of a Fund Year for various reasons including the failure of the Pool Member to timely submit the appropriate exposure summary or delays on the part of reinsurers in getting information to the Fund, and so, to protect the Pool Member from gaps in its coverage and to protect the solvency of the Fund, the parties agree as follows:

*If, for any reason other than the Pool Member's failure to provide the information requested in the exposure summary, the Fund has not been able to provide the Pool Member with information concerning available coverages for a new Fund Year or advise the Pool Member of the amount of its contribution for the new Fund Year by the beginning of the Fund Year, the Fund shall nevertheless continue the Pool Member's coverages at the same limits of liability (if still available and if not, then at the highest limit of liability available for the new Fund Year) so that the Pool Member shall at all times remain covered as herein provided and the Pool Member's initial contributions for the new Fund Year shall be determined by a "tentative contribution" as determined by the Board with the Pool Member's actual annual contribution to be credited by the amount paid in accordance with the tentative contribution and adjusted during the Fund Year. In the event the Pool Member does not wish to have its coverages extended or renewed at the end of any Fund Year, the burden shall be upon the Pool Member to give written notice to the Fund as provided hereinabove and the Pool Member agrees to pay as hereinabove stated all contributions or pro rata contributions until the date such written notice is received in the offices of the Fund or the date of termination of this Interlocal Agreement, whichever is later.*

6. Commensurate with the execution of this Interlocal Agreement and annually thereafter, the Pool Member shall complete the appropriate exposure summary and deliver it or cause it to be delivered to the Fund, or, if so instructed, to a designated contractor, no later than September 1 of each year and new annual contributions shall be calculated using manual rates times exposure, less any adjustments. Intentional or reckless misstatements on the exposure summary shall be grounds for cancellation. In the event that the Pool Member fails or refuses to submit the appropriate exposure summary, the Fund reserves the right to terminate such Pool Member by giving thirty (30) days' written notice and to collect any and all contributions that are earned pro rata for the period preceding contract termination.

The Pool Member agrees to pay the annual contribution to the Fund in four (4) equal quarterly installments, in advance, commencing at the beginning of this Interlocal Agreement with subsequent installments due the first quarter thereafter. In the event this Interlocal Agreement is terminated as herein provided, the Fund shall promptly repay to the Pool Member any such unearned annual contribution prorated as of the date of termination and the Pool Member agrees during the term of this Interlocal Agreement to promptly pay all reimbursable deductibles upon receipt of statement.

At the end of each and every Fund Year, the Fund may require the Pool Member to submit the actual data requested on the exposure summary as reflected by the books and records of the Pool Member. The Fund reserves the right to audit the records of any Pool Member and adjust contributions accordingly.

In the event that the Pool Member fails or refuses to make the payments, including accrued interest, as herein provided, the Fund reserves the right to terminate such Pool Member by giving them ten (10) days' written notice and to collect any and all amounts that are earned pro rata for the period preceding contract termination. If the amounts owed, including reimbursable deductibles, must be collected by suit, the Pool Member agrees to pay attorneys' fees and costs incurred in such suit.

7. The Fund shall maintain adequate protection from catastrophic losses to protect its financial integrity. Aggregate protection shall also be maintained. The Member's contributions shall be limited to that amount as calculated under this Interlocal Agreement. Notwithstanding anything to the contrary, the total combined aggregate limit of liability of the Fund for all Pool Members in any Fund Year, regardless of the number of occurrences or claims, shall be limited to the amount of money contained in the Fund. As to the Pool annual aggregate limits or the amount of money in the Fund, the Board of Trustees, in its sole discretion, may determine an allocation methodology among affected Pool Members should the Pool annual aggregate limit be reached, or should the money in the Fund be exhausted.
8. Notwithstanding the provisions of the foregoing paragraph, it is agreed the Board shall have the right to adjust the financial protection outlined above and/or amend coverages as it finds available or deems necessary to maintain the fiscal soundness of the Fund at the beginning of or during any Fund Year.
9. The Fund will make available loss control services to the Pool Members to assist them in following a plan of loss control that may result in reduced losses. The Pool Member agrees that it will cooperate in instituting any and all reasonable loss control recommendations. In the event that the recommendations submitted seem unreasonable, the Pool Member has a right to appeal to the Board. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decisions will be final and binding on all parties. Any Pool Member who does not agree to follow the decision of the Board shall be withdrawn from the Fund immediately.
10. The Pool Member agrees that it will appoint a contact of department head rank, and the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the contact shall be binding upon the Pool Member. The Pool Member reserves the right to change the contact from time to time by giving written notice to the Fund.
11. The Fund agrees to handle all cyber liability and data breach response claims, and provide a defense for any and all cyber liability and data breach response claims covered under this Interlocal Agreement after prompt notice has been given. The Pool Member hereby appoints the Fund staff and Contractors as its agents to act in all matters pertaining to processing and handling of claims covered under this Interlocal Agreement and shall cooperate fully in supplying any information needed or helpful in settlement or defense of such claims. As respects cyber liability and data breach response claims, the Fund staff and Contractors shall carry on all negotiations with the claimant and his/her attorney, when applicable, and negotiate within authority previously granted by the Fund. If a personal appearance by the Pool Member or an employee is necessary, the expense of this appearance will not be the responsibility of the Fund. With the advice and consent of the Fund, the Fund staff and the Contractors will retain and supervise legal counsel for the prosecution and defense of any litigation. All decisions on individual cases shall be made by the Fund through the Fund staff and the Contractors, which include, but are not limited to, the decision to appeal or not to appeal, settlement negotiations, the decision of whether to settle, and other litigation tactics. However, any Pool Member shall have the right in any case to consult with the Fund on any decision made by the Fund staff or Contractors. The Board shall hear the objections of the Pool Member at its next regularly scheduled meeting and its decision will be final and binding on all parties. Any suit brought or defended by the Fund shall be brought or defended only in the name of the Pool Member and/or its officers or employees. There shall be supplied periodically to each Pool Member a computer printout involving a statement of claims. As respects the Texas Municipal League Cyber Liability and Data Breach Response Self-Insurance Plan, the Fund shall have priority in enforcing its subrogation claims against the claims of Pool Member.
12. The Pool Member acknowledges that it has received a copy of the Bylaws of the Fund and agrees to abide by the Bylaws and any amendments thereto.
13. The Fund agrees that all Fund transactions will be annually audited by a nationally recognized certified public accounting firm.
14. If legally required, the Fund shall cause to be filed the necessary tax forms with the Internal Revenue Service.

15. As the administrators of the Fund, the Board shall primarily and consistently keep foremost in their deliberations and decisions in operating the Fund that each of the participating Pool Members is a "self-insured." At least annually, the Board shall carefully review, study, and consider the actual claims or loss experience (including reserves for future claims payments) of each of the Pool Members, the pro rata savings to the Fund resulting from overall loss experience attributed to each Pool Member, and the pro rata portion of the cost of all catastrophic loss protection and aggregate stop loss protection allocated to each Pool Member as well as the pro rata allocation, as determined by the Board of the other and necessary administrative expenses of the Pool, in order to reasonably determine the actual pro rata cost, expense, and loss experience of each Pool Member in order to maintain as nearly as possible an equitable and reasonable self-insurance administration of the Fund as applied to each Pool Member.

The Fund shall maintain case reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due, subject to paragraph 7 above. The Board has complete authority to determine all matters pertaining to the existence and dissolution of the Fund.

16. Venue of any suit or action arising out of or related to this Interlocal Agreement shall be exclusively in the state and federal courts of Travis County, Texas. The parties agree they shall assume their own expenses for attorney's fees in any suit or action arising out of or related to this Interlocal Agreement.
17. The parties agree this Interlocal Agreement may be executed by original written ink signature on paper documents, an exchange of copies showing the original written ink signature on paper documents, or electronic or digital signature technology in such a manner that the signature is unique and verifiable to the person signing. The use of any one or combination of these methods of execution shall constitute a legally binding and valid signing of this Interlocal Agreement, which may be executed in one or more counterparts, each of which, when duly executed, shall be deemed an original.

**EMPLOYER MEMBERS' FUND CONTACT (See Section 10):**

Member Name \_\_\_\_\_

Name of Contact \_\_\_\_\_ Title \_\_\_\_\_

Mailing Address \_\_\_\_\_ Email Address \_\_\_\_\_

Street Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_ Phone \_\_\_\_\_

SIGNATURE OF AUTHORIZED MEMBER OFFICIAL \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Member's Federal Tax I.D. Number \_\_\_\_\_ - \_\_\_\_\_

**This Information is MANDATORY**

**TO BE COMPLETED BY FUND: (OFFICE USE ONLY)**

Effective Date of This Agreement \_\_\_\_\_

Member Name \_\_\_\_\_

Contract Number \_\_\_\_\_

SIGNATURE OF AUTHORIZED FUND OFFICIAL \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



1125 Austin Street  
Hempstead, Texas  
979-826-2486 Ext. 128  
hedc.hempsteadcitytx.gov

## Hempstead Economic Development Corporation

### HEMPSTEAD ECONOMIC DEVELOPMENT CORPORATION TYPE B RESOLUTION NO. \_\_\_\_09\_\_\_\_

A RESOLUTION OF THE HEMPSTEAD COMMUNITY DEVELOPMENT  
CORPORATION TYPE B BOARD OF DIRECTORS APPROVING AS A  
PROJECT THE HEMPSTEAD FLOCK SAFETY PROJECT FOR THE  
INSTALLATION OF LICENSE PLATE READERS (LPR).

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE HEMPSTEAD  
COMMUNITY DEVELOPMENT CORPORATION TYPE B:

**Section 1.** The Board of Directors of the Hempstead Community Development Corporation Type B (the "Corporation") hereby creates the "Hempstead Flock Safety Project" for the installation of License Plate Readers (LPR).

**Section 2.** The Corporation does hereby approve as a Project of the Corporation certain expenditures that are found by the board of directors to be streets, roads and public safety facilities infrastructure required or suitable for the promotion, development, retention of new and expanded business enterprises development in the community.

**Section 3.** The Project is designed for the installation of License Plate Readers (LPR)

**Section 4.** The estimated initial amount of expenditures for the Project is \$30,000.00, and provides an option to the City of Hempstead to renew the contract on an annual basis.

**Section 5.** A notice of a public hearing before the Hempstead Community Development Corporation Type B was published of a hearing to be held regarding the proposed "Flock Safety Project" at 6 p.m. on July 8, 2024, in the Council Chambers, Hempstead City Hall, 1125 Austin St., Hempstead, Texas.



1125 Austin Street  
Hempstead, Texas  
979-826-2486 Ext. 128  
hedc.hempsteadcitytx.gov

## Hempstead Economic Development Corporation

**Section 6.** The actions of the Administrative Assistant of the Corporation is hereby authorized and ratified for causing notice of such public hearing to be published in a newspaper of general circulation within the City of Hempstead, Texas, in the form attached hereto as Exhibit "A."

PASSED, APPROVED, AND RESOLVED on this 17<sup>th</sup> day of June 2024.

Brad Austin, VP  
Board of Directors

ATTEST:

Soraya Rodriguez, Secretary  
Board of Directors



# City of Hempstead

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

RESOLUTION NO. 24-022

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD APPROVING AS A PROJECT OF THE HEMPSTEAD ECONOMIC DEVELOPMENT CORPORATION TYPE B, THE HEMPSTEAD FLOCK SAFETY PROJECT FOR THE INSTALLATION OF THE LICENSE PLATE REDERS (LPR)**

\* \* \* \* \*

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

**Section 1.** The City Council hereby approves as a project of the Hempstead Economic Corporation Type B the “Hempstead Flock Safety Project” as described in the Hempstead Economic Development Corporation resolution attached hereto as Exhibit 1 and incorporated herein for all purposes.

PASSED, and APPROVED on first reading this 1st day of July 2024.

PASSED, APPROVED and RESOLVED on second reading this      day of     , 2024.

\_\_\_\_\_  
Katherine Rgaston Ward, Mayor

ATTEST:

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Sabrina Alvarez, City Secretary



# *City of Hempstead*

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

Ordinance No. 24- 118

**AN ORDINANCE ADOPTED BY THE CITY COUNCIL PURSUANT TO THE AUTHORITY OF CHAPTER 504, SUBCHAPTER D, SECTION 504.171 AUTHORIZING THE HEMPSTEAD ECONOMIC DEVELOPMENT CORPORATION, A TYPE A CORPORATION, TO UNDERTAKE A TYPE B PROJECT (HEMPSTEAD FLOCK SAFETY LICENSE PLATE READERS) UNDER THE PROVISIONS OF CHAPTER 505 OF THE LOCAL GOVERNMENT CODE; MAKING CERTAIN FINDINGS AND CONTAINING PROVISIONS RELATED TO THE SUBJECT.**

**WHEREAS**, the City Council by a Resolution adopted April 20, 1992, authorized the creation of the Hempstead Economic Development Corporation, a Type A Corporation governed by the provisions of Chapter 504 of the Local Government Code; and

**WHEREAS**, the City Council by a Resolution adopted August 5, 2007, authorized the creation of the City of Hempstead, Texas, Community Development Corporation, a Type B Corporation governed by the provisions of Chapter 505 of the Local Government Code; and,

**WHEREAS**, the City Council finds that the population of the City of Hempstead according to the last Federal Census was 5,430 on April 1, 2020; and,

**WHEREAS**, under the provisions of Section 504.171(a) of the Local Government Code, as a City with a population of less than 7,500, the City is authorized to grant permission to the Hempstead Economic Development Corporation, a Type A Corporation to undertake any project that the City of Hempstead, Texas, Community Development Corporation, a Type B Corporation, may undertake under Chapter 505, Local Government Code; and

**WHEREAS**, the City Council by Resolution No. 24-022, on July 1, 2024 has approved the Hempstead Flock Safety Project for the Installation of License Plate Readers (LPR), as a Type B project (the "Project");

**NOW, THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS:**

**Section 1.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes.

**Section 2.** That under the provisions of Section 504.171(a) of the Local Government Code, the City Council hereby authorizes and grants its permission to the Hempstead Economic Development Corporation, a Type A corporation under Chapter 504 of the Local Government Code, to undertake the Project, described in Exhibit A, which project the City of Hempstead, Texas, Community Development Corporation, a Type B corporation is authorized to undertake under Chapter 505, Local Government Code. Exhibit A is hereby incorporated herein and made a part hereof for all purposes.

**Section 3** It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Government Code.

**PASSED and APPROVED this the \_\_\_1<sup>st</sup>\_\_\_ day of \_\_\_July\_\_\_\_\_, 2024.**

The City of Hempstead, Texas

**APPROVED:**

\_\_\_\_\_  
**Katherine Ragston Ward, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Sabrina Alvarez, City Secretary**



# *City of Hempstead*

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

## ORDINANCE NO. 24-119

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS AMENDING CHAPTER 12 Article 02 ENTITLED “RATES, CHARGES, AND SERVICE POLICIES”; AMENDING PROVISIONS RELATED TO THE DISCONNECTION PROCEDURES FOR CUSTOMERS; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS:

**Section 1.** That Article 12, Section 12.02.006 of the Code of Ordinances, is amended to provide follows: (insertions, ~~deletions~~)

- (a) Utility payments.
  - (1) Utility bills are mailed by the last working day of each month.
  - (2) If the customer does not receive a bill by the 3rd day of the month, it is the customer's responsibility to come by or call (979) 826-2486, and the city [will] inform the customer of the amount of the bill. The customer is responsible for notifying the city of a correct mailing address.
  - (3) The customer has from the 1st through the 10th of the month to pay without a penalty.
  - (4) The customer has from the 11th through the 20th of the month to pay with a 10% penalty. A residential customer that is 60 years of age or older may request, in writing via a form created and maintained by the City, a delay in the payment date, without penalty, of a bill for providing utility service to that individual, until the fifth (5th) day the following month ~~25th day~~ after the date the bill is issued. The individual must be a residential customer and occupy the entire premises for which a delay is requested.

- ~~(5) All residential customers with a past due balance incurred prior to May 6, 2019 must pay the current month balance, including penalties, by May 20, 2019. Failure to pay the current month balance, including penalties, by May 20, 2019 will result in utilities being disconnected.~~
- ~~(6) All residential customers with a past due balance incurred prior to May 6, 2019 must enter into an agreement with the city to pay the total balance owed, including penalties, by October 20, 2019. Failure to pay the past due balance, including penalties, by October 20, 2019 will result in utilities being disconnected.~~
- ~~(7) All utility bills are to be paid in full by 5:00 p.m. on the 20th of the month. If the 20th is on a Saturday, an additional day will be given.~~
- ~~(8)(5) All utility payments are to be made in the office. Servicepersons are not allowed to accept utility payments.~~
- ~~(9) Utilities will be disconnected for accounts not paid in full by the 20th of the month. On the 21st of each month utilities are disconnected for nonpayment.~~
- ~~(10)(6) A five (5) day extension may be obtained for residential customers, prior to the 20th of each month, if the bill is not over \$350.00 (three hundred fifty dollars), by signing a written request for an extension. Additional extensions may only be granted on a case-by-case basis by action of the city council or person designated by city council by resolution to authorize additional extensions.~~
- ~~(11)(7) Once the disconnect (cut-off) list has left the utility office the customer is considered disconnected for nonpayment, the An account must be paid in full and a reconnect fee established by city council must be paid before a reconnect can be made. No checks are accepted for payment of an account that has been turned off for nonpayment.~~
- ~~(12) The city will not turn on a water or gas meter unless someone is at home.~~
- (8) Customers with overdue utility accounts shall receive notice of disconnection by certified mail or personal delivery. The notice of disconnection shall name a date not less than ten (10) business days from the date of the notice that the disconnection, ("Disconnection Date"), shall occur unless the account is paid in full prior to the disconnection, including any penalty amounts.
- (9) A customer who receives a disconnection notice has the right to request an administrative hearing with the Utility Billing Supervisor.
- (A) The Utility Billing Supervisor has the authority to correct or adjust utility bills due to billing errors or meter malfunction.
- (B) Termination of service is suspended by a request for an administrative hearing unless the service was terminated prior to the customer's request for a hearing, the customer closes their account or transfers the account to a new address,

the customer fails to pay charges not in dispute, or the customer has prevented the City from obtaining meter readings within the last 60 calendar days.

(C) The Utility Billing Supervisor shall consider all credible evidence presented and shall, based on a preponderance of evidence, render a decision for one of the following actions: uphold the disconnection, reschedule the Disconnection Date by up to 10 business days, enter into payment terms with the customer, or update account information in cases where payment had been made but was not reflected accurately.

(D) Hearings shall not be provided for the following: the customer's financial inability to pay for utility services; the rate schedule; the amount of deposit; the amount or application of late penalties; requests that are inconsistent with state law or city ordinances; or a matter where the complainant is not the customer for the account.

(E) A customer may appeal the decision of the Utility Billing Supervisor to the City Council within 14 calendar days of an administrative hearing, and such appeal shall suspend a Disconnection Date until the next City Council meeting.

(b) Deposits.

- ~~(1)~~ The residential deposit is in the amount adopted by the city council from time to time, ~~cash only.~~
- ~~(2)~~ The commercial deposit is in the amount adopted by the city council from time to time, ~~cash only.~~ A letter of credit from a bank may be accepted in lieu of deposit when the deposit required is over \$1,000.00 (one thousand dollars).
- ~~(3)~~ ~~No checks are accepted for residential or commercial deposits, cash only.~~
- ~~(4)~~(3) No partial payment is accepted for deposit and no one can guarantee another person's deposit.
- ~~(5)~~(4) A deposit is issued in only one name. Application must be made in person and the applicant must be 18 years of age or older. Identification will be required to show proof of age.
- ~~(6)~~(5) Deposits are transferable from one address to another. Name change from one person to another, both parties must be present. Duplicate receipts are not issued. ~~Deposit receipts should be kept in a safe place to be presented at the time of disconnect for the final bill or homeowner refund.~~

(c) Checks.

- (1) Two party checks are not accepted for payment of utility bills.
- ~~(2) Checks are presented for payment only one time.~~
- ~~(3)~~(2) The city does not accept checks for landfill use.
- ~~(4)~~(3) The insufficient check fee is in the amount adopted by the city council from time to time.
- ~~(5) Checks are not accepted for the final bill.~~

(d) Connects and disconnects.

- (1) Connections and disconnections will normally be performed between the hours of 8:30 a.m. to 11:30 a.m. and 1:00 p.m. to 4:30 p.m. Monday through Friday during office hours. Customers must come to city hall in person to request connect and/or disconnect.
- (2) Connections for water and gas on manufactured homes will only be made when the manufactured home is tied/anchored down.
- (3) If transferring service from one location to another within the city's service area, any current bill may be transferred to the new account within the city's service area ~~must be paid in full before any new connection will be made.~~
- (4) The city will not turn on a ~~water or~~ gas meter unless someone is at home.

(e) Final bills.

- (1) The only person who can authorize a disconnect is the customer who has the account in their name. It is the responsibility of the customer to make sure the utilities have been disconnected as requested.
- (2) For deposit refunds, refund checks are issued only in the utility customer's name.
- (3) Friday morning is the only day that final bills are processed. In order to receive a refund on Friday, a customer must disconnect by 4:30 p.m. Thursday. Disconnects requested after 4:30 p.m. Thursday will be processed Friday of the following week.
- (4) Refund checks may be picked up after 1:00 p.m. on Friday.
- (5) A current mailing address is required if the customer wants his/her refund check mailed.

(f) Medically vulnerable customers.

- (1) Medically vulnerable customers are persons with a long-term disease, ailment or critical illness. Medically vulnerable customers may be eligible to receive more time to pay the city for utility service. The purpose of this policy is not to exempt or waive the requirement to pay for utility services, but to provide support and assistance. Medically vulnerable customers are still expected to pay for services, and may still have their services disconnected for nonpayment.
- (2) Before service is disconnected, the city must provide notice of pending disconnection. The city ~~must allow not fewer than 20 days~~ shall provide twenty (20) business days' notice before the city disconnects utility service at a residential service address where a medically vulnerable customer resides. This notice shall include a date of disconnection. During such period, the city shall make at least two attempts to notify the customer named on the account, the medically vulnerable resident, or the medically vulnerable resident's designated contact that service may be disconnected. Notice may be delivered by certified mail, hand or personal delivery to the customer and to the medically vulnerable resident, if those two individuals are not the same, door hanger, ~~electronic transmission, telephone or pre-recorded phone message.~~ After notice has been provided ~~as required by this section~~ and no payment for services has been forwarded, the city may disconnect utility services at the residential service address. An administrative hearing may be requested per section (a)(8) of this section prior to the

date of disconnection listed in the notice.

- (3) The city shall maintain a list of residential service addresses that have a medically vulnerable resident. A medically vulnerable resident has a documented condition as defined herein:
  - (A) Life support means the resident is sustained by a life-support system that requires uninterrupted electricity, gas or water service. The resident's need for the life-support system must be certified by a licensed physician as essential to sustain the life of the resident, to include, but is not limited to, such devices as a kidney dialysis machine, respirator, feeding pump, hospital bed or ventilator, an iron lung, ventilator, aerosol tent, apnea monitor, blood pump, compressor/ concentrator, electric nerve stimulator, extremity pump, hemodialysis machine, oxygen concentrator, pressure pump, and pressure pad.
  - (B) Critical illness means the resident is being treated by a licensed physician for paraplegia, multiple sclerosis, quadriplegia, hemiplegia, scleroderma or such medical condition that requires heating or air conditioning.
  - (C) Serious illness means the resident is being treated by a licensed physician for a disease or ailment of long duration or frequent recurrence where bodily function or organs would be seriously impaired without heating or air conditioning.
- (4) For a service address to be listed as having a medically vulnerable resident, the medically vulnerable resident, or a duly authorized guardian or representative, must provide the following information:
  - (A) Signed certification by a licensed physician of the qualifying medical condition.
  - (B) Authorization for the city to verify the physician's certification.
  - (C) Designation of a contact person (including name, address and telephone number) authorized to receive communications or other utility related information from the city on behalf of the medically vulnerable resident.
  - (D) Such other information as the city may deem necessary to verify eligibility for support under this policy.
- (5) A customer designated as medically vulnerable must reapply every six months to maintain eligibility status. Failure to reapply shall result in removal from the medically vulnerable list.
- (6) If at the time of registration, the utility account for the service address or for the medically vulnerable resident has a balance past-due, the customer must pay the balance owed or enter into a deferred payment agreement in order for the residence to be placed on the medically vulnerable list.

(g) Liens.

- (1) If an account remains unpaid, the City may impose a lien against real property to which

service was delivered. If the customer of such service is a rental tenant only, the City may impose a lien against any real or personal property held individually or jointly by the customer for the delinquent bills incurred by the customer. The lien shall include and secure delinquent charges, penalties, and collection costs. The City shall perfect the lien by filing a notice containing a legal description of the property and the utility account number for the delinquent charges in the real property records of the county.

(2) The lien authorized in this section shall not apply to bills for service connected in a tenant's name after notice by the property owner to the city that the property is a rental property.

(3) The lien authorized by this article shall not apply to homestead property as protected by the Texas Constitution.

(4) The lien authorized in this section is superior to all liens except a bona fide mortgage lien that is recorded before the recording of the City's utility lien in the real property records of the county.

(h) City Council Adjustment of Utility Billing.

(1) A customer may, within six months of receiving a bill submit a written request for City Council to consider approval of an adjustment of such utility bill to the Utility Department on a form approved by City Council. The Utility Department may include recommendations to the City Council as to the terms and conditions for the requested adjustment in response to the written request.

(2) The Utility Department may not grant any billing adjustment without City Council approval other than expressly authorized by section (a)(8).

(3) Adjustments under this subsection (h) may be requested for the following reasons:

(A) Water was being lost through a latent defect in a water line at the property served by the meter and, as a result of said latent defect, water provided through the city water meter serving was lost and not used in any manner by anyone.

(B) the meter for utility service was erroneous, or nonfunctioning.

(C) a billing error resulting from the causes listed in (a) or (b) above, or both.

**Section 2. Repeal of Conflicting Ordinances.** All ordinances, or parts of ordinances, inconsistent herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**Section 3. Severability.** In the event any clause, phrase, provision sentence, or any part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of West Columbia,

Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

*[signature page follows]*

**PASSED AND APPROVED, AND ADOPTED** this \_\_\_1<sup>st</sup> \_\_\_ day of \_\_\_July\_\_\_\_\_, 2024.

**APPROVED:**

\_\_\_\_\_  
Katherine Ragston Ward, Mayor

**ATTEST:**

\_\_\_\_\_  
Sabrina Alvarez, City Secretary