

**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 April 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. Zoning Ordinance amendment increasing minimum front setbacks in certain residential districts.
  - a. Public Hearing
  - b. Consider an Ordinance of the City Council of the City of Hempstead, Texas amending Article 3 "Zoning Districts", Section 3.01 AR-Agricultural/Residential Districts", Section 3.02 "R-1Single -Family Residential District", Section 3.04 "Multi-Family Residential District", 3.03 R-2 Multi-Family Residential District", and Section 3.12 "Lot Standards" of the Subdivision Ordinance to increase the Minimum front setbacks distances within the City for consistency with the Zoning Ordinance; providing for an effective date; and providing for severability and repealing all Ordinances and parts of Ordinances in conflict herewith.
5. Discussion and action on a Resolution of the City Council of the City of Hempstead to appoint Stacy Jones to the Hempstead Economic Development Corporation B Board.
6. Discussion and action on 2023 TXDOT Alternatives Grant on Public Support and City Council Support.
7. Consideration and action on the Rutledge Subdivision Final Plat.
8. Consideration and action on approval for The Leon Chavis and Zydeco Flames Band to play at the Zydeco Festival for the 150<sup>th</sup> Sesquicentennial Celebration.
9. Presentations-
  - A. Councilmember's Report
    1. Mildred Jefferson – We are sending our heartfelt condolences to the family of Aaron Moore. Please keep them in your prayers.

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.

10. Adjourn City Council Meeting.

Dated this the 31<sup>st</sup> day of March, 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 March 31, 2023 at 11:00 A.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 31<sup>st</sup> day of March, A.D., 2023.

By: 

Sabrina Alvarez, City Secretary

**The public shall take notice that this will be the final meeting where public participation by telephone or video conference will be available.**

## **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 April 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 April 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**





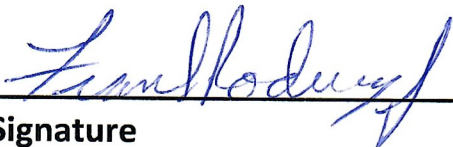
# City of Hempstead

1125 Austin Street, Hempstead, Texas 77445

TEL: 979-826-2486 FAX: 979-826-6703

To: Mayor / City Council

I did call nearby cities to see what their front set back on R-I Residential was from the front property pin. Brenham and Navasota have zoning ordinances that require a 25-foot front setback on R-1 residential properties. The front setback in Waller is 25 feet. The city of Bellville requires a 35-foot front setback; all these cities are measured from the property pin. Staff recommends changing our zoning ordinance to a 25-foot setback to match our subdivision ordinance and the city around us.

  
Signature

3-30-2023  
Date





# City of Hempstead

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

## ORDINANCE NO. 23-

AN ORDINANCE OF THE CITY OF HEMPSTEAD, TEXAS AMENDING ARTICLE 3 "ZONING DISTRICTS", SECTION 3.01 AR-AGRICULTURAL/RESIDENTIAL DISTRICT", SECTION 3.02 "R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT", SECTION 3.04 "R-3 MULTI-FAMILY RESIDENTIAL DISTRICT", 3.03 R-2 MULTI-FAMILY RESIDENTIAL DISTRICT", AND SECTION 3.12 "LOT STANDARDS" OF THE SUBDIVISION ORDINANCE TO INCREASE THE MINIMUM FRONT SETBACK DISTANCES WITHIN THE CITY FOR CONSISTENCY WITH THE ZONING ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

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

**Section 1.** That Section 3.01, Section 3.02, Section 3.04, Section 3.03 and Section 3.12 of Article 3 of the Code of Ordinances of the City of Hempstead, Texas is hereby amended as follows with additions being underlined and deletions being struck through:

**Section 3.01 AR-Agricultural/Residential District**

...

3.01.04 Area Regulations: For a comprehensive review of area regulations pertaining to all Zoning districts, please see Section 3.12 - Lot Standards Matrix, at the end of this section of the Ordinance.

- A. Lot Area: A lot located in the AR - Agricultural Residential District shall not have less than six thousand two hundred and fifty (6,250) square feet of area.
- B. Lot Width: A lot located in the AR - Agricultural Residential District shall not have less than fifty (50) feet of width or frontage.
- C. Lot Depth: A lot located in the AR - Agricultural Residential District shall have not less than one hundred and twenty-five (125) feet of depth.
- D. Front Yard: Each lot in an AR - Agricultural Residential District shall have a front yard of not less than ~~five (5) feet~~ twenty-five feet (25').

- E. Rear Yard: Each lot in an AR - Agricultural Residential District shall have a rear yard of not less than five (5) feet.
- F. Side Yard: Each lot in an AR - Agricultural Residential District shall have side yards of not less than five (5) feet.
- G. Lot Coverage: Structures on an AR - Agricultural Residential District shall not cover more than fifty percent (50%) of the lot.
- H. Height: No structure on an AR - Agricultural Residential District lot shall exceed forty-five (45) feet in height.

**Section 3.02 R-1 Single Family Residential District**

...

3.02.04 Area Regulations: For comprehensive review of area regulations pertaining to all zoning Districts, please see Section 3-12 - Lot Standards Matrix, at the end of this section of the Ordinance.

- A. Lot Area: A lot located in the R-1 - Single Family Residential District shall not have less than six thousand two hundred and fifty (6,250) square feet or area.
- B. Lot Width: A lot located in the R-1 Single Family Residential District shall have not less than fifty (50) feet of width or frontage.
- C. Lot Depth: A lot located in the R-1 - Single Family Residential District shall have not less than one hundred and twenty-five (125) feet of depth.
- D. Front Yard: Each lot in aR-1 - Single Family Residential District shall have a font yard of not less than ~~five (5) feet~~. twenty-five feet (25').
- E. Rear Yard: Each lot in a R-1 - Single Family Residential District shall have a rear yard of not less than five (5) feet.
- F. Side Yard: Each lot in a R-1 - Single Family Residential District shall have side yards of not less than five (5) feet on each side.
- G. Lot Coverage: Structures on a R-1 - Single Family Residential District lot shall not cover more than fifty percent (50%) of the Jot.



- H. Height: No structure in a R-1 - Single Family Residential District shall exceed thirty five (35) feet in height.

**Section 3.04 R-3 Multi-Family Residential District**

...

3.04.04 Area Regulations: For a comprehensive review of area regulations pertaining to all zoning districts, please see Section 3.12 - Lots Standards Matrix, at the end of this section of the Ordinance.

- A. Site Area: A site located in the R-3 - Multi-Family Residential District shall have not less than twelve thousand five hundred (12,500) square feet.
- B. Site Width: A site located in the R-3 - Multi-Family Residential District shall have not less than one hundred (100) feet of width or frontage.
- C. Site Depth: A site located in the R-3 - Multi-Family Residential District shall have not less than one hundred and twenty-five (125) feet of depth.
- D. Residential Density: Density in an R-3 - Multi-Family Residential District shall not exceed 1,500 square feet per unit.
- E. Front Yard: Each site in an R-3 - Multi-Family Residential District shall have a front yard of not less than ~~five (5) feet~~, **twenty-five feet (25')**.
- F. Rear Yard: Each site in an R-3 - Multi-Family Residential District shall have a rear yard of not less than five (5) feet on each side.
- G. Side Yard: Each site in an R-3 - Multi-Family Residential District shall have side yards of not less than five (5) feet on each side.
- I. Lot Coverage: Structures on an R-3 - Multi-Family Residential District lot shall not cover more than seventy five percent (75%) of the lot.
- J. Height: No structure in the R-3 - Multi-Family Residential District shall exceed thirty five (35) feet in height.

**Section 3.03 R-2 Multi-Family Residential District**

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3.03.04 Area Regulations: For a comprehensive review of area regulations pertaining to all zoning districts, please see Section 3.12 - Lot Standards Matrix, at the end of this section of the Ordinance.



- A. Lot Area: A lot located in the R-2 - Multi-Family Residential District shall have no less than nine thousand three hundred and seventy five (9,375) square feet.
- B. Lot Width: A lot located in the R-2 - Multi-Family Residential District shall not have less than seventy five (75) feet of width or frontage.
- C. Lot Depth: A lot located in the R-2 - Multi-Family Residential District shall have not less than one hundred and twenty five (125) feet of depth.
- D. Residential Density: Density in a R-2 - Multi-Family Residential District shall not exceed two (2) primary dwelling units per lot.
- E. Front Yard: Each lot in a R-2 - Multi-Family Residential District shall have a front yard of not less than ~~five (5) feet~~ **twenty-five feet (25')**.
- F. Rear Yard: Each lot in a R-2 - Multi-Family Residential District shall have a rear yard of not less than five (5) feet.
- G. Side Yard: Each lot in a R-2 - Multi-Family Residential District shall have side yards of not less than five (5) feet on each side.
- H. Lot Coverage: Structures on a R-2 - Multi-Family Residential lot shall not cover more than fifty percent (50%) of the lot.
- I. Height: No structure in a R-2 - Multi-Family Residential District shall exceed thirty five (35) feet in height.

### Section 3.12 Lot Standards

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ZONING DISTRICT	Minimum Lot Area	Minimum Lot Width	Minimum Lot Depth	Maximum Residential Density	Minimum Front Yard	Minimum Rear Yard	Minimum Side Yard	Maximum Lot Coverage	Maximum Lot Height
AR – Agricultural/ Residential	6,250 sq. ft.	50 feet	125 feet	1 dwelling	<del>5 feet</del> <b><u>25 feet</u></b>	5 feet	5 feet	50%	45 feet
R-1 – Single-Family Residential	6,250 sq. ft.	50 feet	125 feet	1 dwelling	<del>5 feet</del> <b><u>25 feet</u></b>	5 feet	5 feet	50%	35 feet

R-2 – Multi-Family Residential	9,375 sq. ft.	75 feet	125 feet	2 dwellings	<del>5 feet</del> <b>25 feet</b>	5 feet	5 feet	50%	35 feet
R-3 – Multi-Family Residential	12,500 sq. ft.	100 feet	125 feet	1500 sq. ft.	<del>5 feet</del> <b>25 feet</b>	5 feet	5 feet	75%	35 feet

**Section 2.** All portions of the City of Hempstead Zoning Ordinance not in conflict with this Ordinance remain in effect.

**Section 3.** In the event any clause phrase, provision, sentence, or 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 Hempstead, 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.

**Section 4.** All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**Section 5.** This Ordinance shall become effective on \_\_\_\_\_.

**PASSED AND APPROVED** this the \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Erica Gillum, Mayor

**ATTEST:**

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



# 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 APPOINTING POSITIONS AND TERMS TO THE  
BOARD OF DIRECTORS OF THE CITY OF HEMPSTEAD ECONOMIC  
DEVELOPMENT CORPORATION 4B**

\* \* \* \* \*

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

**Section 1.** That a position on the Type B Board of Directors of the Hempstead Economic Development Corporation became available due to a resignation of a Board member.

**Section 2.** That the following persons are appointed to Board of Directors for the City of Hempstead Economic Development Corporations:

**4B Board:**

Stacy Jones- Position 6 (1-year term; October 1, 2022 – September 31, 2023)

**PASSED AND APPROVED** this the 3<sup>rd</sup> day of April, A.D., 2023.

**APPROVED:**

\_\_\_\_\_  
**Erica Gillum, Mayor**

**ATTEST:**

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



## Sabrina Alvarez

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**From:** Savanna Batson <savanna@grantworks.net>  
**Sent:** Wednesday, March 29, 2023 2:43 PM  
**To:** Sabrina Alvarez; Engelke, Jared; Mayor Erica Gillum; Kollye Kilpatrick; Leslye Gonzalez  
**Subject:** RE: 2023 TxDOT TA Call for Projects Status Update

Good afternoon,

It would be terrific to begin documenting public support for the City's two projects.

In addition to the minutes of the City Council meeting, TA applications also highly benefit from letters of support from any and all stakeholders along the proposed sidewalk routes. We can begin collecting those letters at any time from this point forward. The more letters there are to include, the merrier!

Another type of support we could consider for inclusion in the application are any community surveys that were issued within the last 5 years. Respondents may have been asked whether they felt the City was sufficiently walkable, or whether they considered Street & Sidewalk improvements a priority for the City.

Do you happen to know of any such community surveys?

One other item to keep in mind with the Community Support & Planning aspect of the application is whether any other local government offices will have a role in developing or implementing the proposed projects. Based on the project locations, I don't think input from a body like a Main Street advisory board would be necessary, but maybe a City or County Historical Commission would need to be consulted on the 9<sup>th</sup> Street sidewalk project.


Would you mind letting me know whether any such board or committee might be considered a collaborating partner on either of these projects, please?

Finally, another question I expect to see on the application is whether either of the proposed projects are included on a local transportation plan. I took the liberty of Googling local plans and found Waller County's October 2019 Transportation Plan, but I didn't want to presume that there were no other resources available.

If there are any other local plans that include these projects, will you please identify and share copies of those plans with me?

TxDOT hasn't yet made their detailed application available on their website, but once they have, I'll review it carefully to identify all background information and supporting documentation we might need. Once I've had a chance to do so, I would be more than happy to meet with you to discuss these application items in detail.

Please don't hesitate to let me know if you have any questions or concerns, or if there's anything I can do for you. Thank you so much!

Savanna Batson | Senior Project Manager | (512) 662-0402 | [savanna@grantworks.net](mailto:savanna@grantworks.net)  
 | 2201 Northland Drive, Austin, Texas 78756 | [www.grantworks.net](http://www.grantworks.net)

**BUILDING OUR NATION'S COMMUNITIES. HELP FOR TODAY, HOPE FOR TOMORROW.**



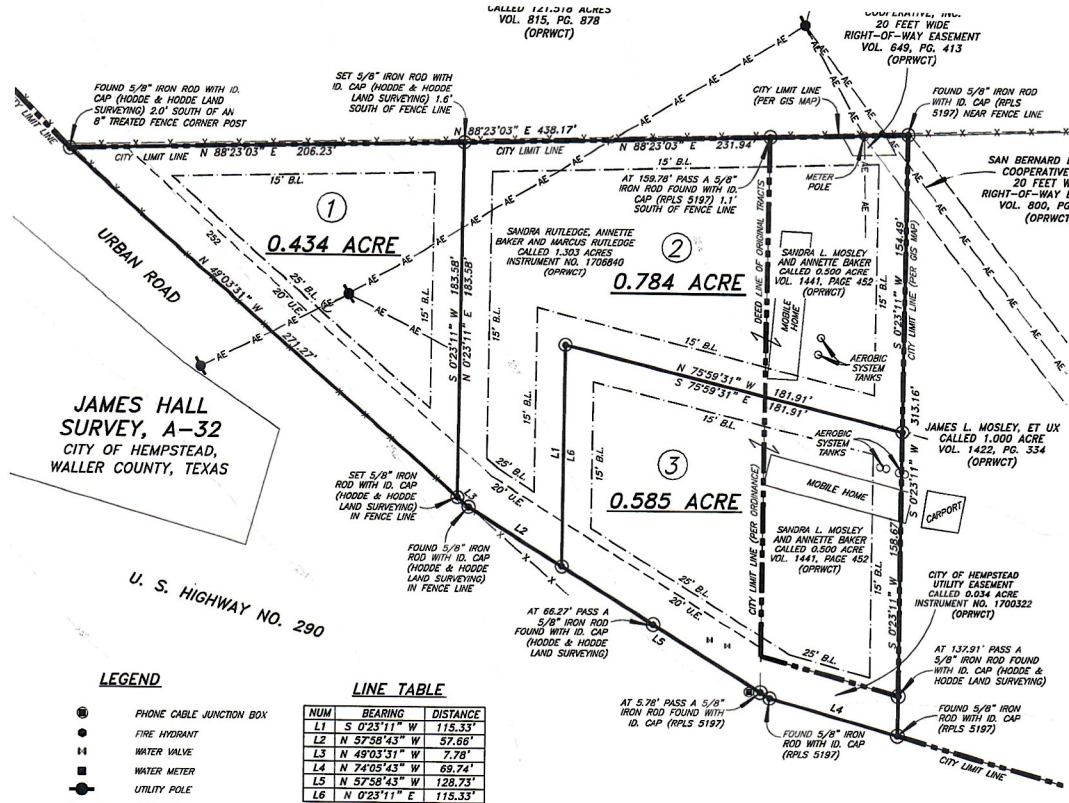
*Confidentiality Notice: This communication, including attachments, is for the exclusive use of the addressee and may contain proprietary, confidential, and/or privileged information. If you are not the intended recipient, any use, copying, disclosure, dissemination, or distribution*



JAMES HALL SURVEY, A-32  
WALLER COUNTY, TEXAS



SCALE: 1" = 50'



NOTES:

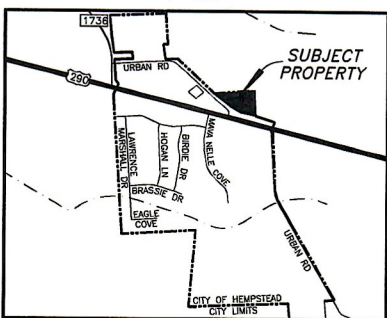
1. THE BEARINGS SHOWN HEREON ARE RELATIVE TO TRUE NORTH AS OBTAINED BY GPS OBSERVATIONS, OBSERVED AT LATITUDE: 30°07'18.76" N - LONGITUDE: 96°06'14.42" W (WGS-84).
2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA. THE SUBJECT PROPERTY LIES WITHIN AN AREA OF MINIMAL FLOOD HAZARD AREA (ZONE X), ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48473C0130F, MAP REVISED MAY 16, 2019, CITY OF HEMPSTEAD, WALLER COUNTY, TEXAS.
3. SUBJECT TO EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS AND BUILDING LINES APPLICABLE TO THE CITY OF HEMPSTEAD AND ANY OF RECORD WHICH MAY BE APPLICABLE.
4. (O) DENOTES 5/8" IRON ROD SET WITH PLASTIC ID. CAP STAMPED "HODDE & HODDE LAND SURVEYING" UNLESS OTHERWISE NOTED ON THE PLAT.
5. A TITLE REPORT WAS OBTAINED FROM THE RESEARCH STAFF, INC FOR THE SUBJECT PROPERTY, TRSI CONTROL NO. 220125-02, CERTIFIED JANUARY 24, 2022.
6. THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO ALL EASEMENTS SHOWN OR STATED HEREON.
7. (OPRWCT) DENOTES OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS. U.E. DENOTES UTILITY EASEMENT B.L. DENOTES BUILDING LINES

LEGEND

LINE TABLE

NUM	BEARING	DISTANCE
L1	S 0°23'11" W	115.33'
L2	N 57°58'43" W	57.66'
L3	N 49°03'51" W	7.78'
L4	N 74°05'43" W	69.74'
L5	N 57°58'43" W	128.73'
L6	N 0°23'11" E	115.33'

VICINITY MAP



SURVEY MAP

SHOWING A SURVEY OF A SUBDIVISION OF 1.803 ACRES OF LAND, LYING AND BEING SITUATED IN WALLER COUNTY, TEXAS, PART OF THE JAMES HALL SURVEY, A-32, BEING PARTLY WITHIN THE CITY LIMITS OF THE CITY OF HEMPSTEAD, BEING THE SAME LAND CALLED 0.500 ACRES IN THE DEED FROM SHIRLEY HALEY, JACQUILINE HILL HENRY, DEBRA LANG AND WILLIAM HILL TO SANDRA L. MOSLEY AND ANNETTE BAKER, FILED FOR RECORDED ON OCTOBER 14, 2014, AS RECORDED IN VOLUME 1441, PAGE 452, IN THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS AND BEING SAME LAND DESCRIBED AS 1.303 ACRES IN THE DEED FROM SHIRLEY RUTH HALEY, WILLIAM HILL, JACQUILINE HILL HENRY, DEBRA LANG AND TAMARA ELISE HILL TO SANDRA RUTLEDGE, ANNETTE BAKER AND MARCUS RUTLEDGE, DATED SEPTEMBER 12, 2017, AS RECORDED IN INSTRUMENT NO. 1706840, IN THE OFFICIAL PUBLIC RECORDS OF WALLER COUNTY, TEXAS.

CERTIFICATION

THE STATE OF TEXAS  
COUNTY OF WALLER

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY AND SUBDIVISION OF 1.803 ACRES OF LAND IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

DATED THIS THE 27TH DAY OF JANUARY, 2022, A.D.

(PRELIMINARY)

JON E. HODDE, RPLS NO. 5197  
DATE: MARCH 15, 2023

THE PURPOSE OF THIS DOCUMENT IS FOR PRELIMINARY REVIEW ONLY.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

(PRELIMINARY)

JON E. HODDE  
REGISTERED PROFESSIONAL  
LAND SURVEYOR NO. 5197  
HODDE & HODDE LAND SURVEYING, INC.  
613 EAST BLUE BELL ROAD  
BRENNHAM, TEXAS 77833  
(979)-836-5681

TBPE&LS SURVEY FIRM REG. NO. 10018800

OWNER DEDICATION

THE STATE OF TEXAS  
COUNTY OF WALLER

WE, SANDRA RUTLEDGE, ANNETTE BAKER AND MARCUS RUTLEDGE, OWNERS OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF RUTLEDGE SUBDIVISION, DO HEREBY MAKE SUBDIVISION OF SAID PROPERTY, ACCORDING TO THE LINES, STREETS, LOTS, ALLEYS, PARKS, BUILDING LINES, AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS RUTLEDGE SUBDIVISION, SITUATED IN THE JAMES HALL SURVEY, A-32, PARTLY IN THE CITY OF HEMPSTEAD, WALLER COUNTY, TEXAS, AND DEDICATE TO PUBLIC USE, AS SUCH, THE STREETS, ALLEYS, PARKS AND EASEMENTS SHOWN THEREON FOREVER; AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR SUCH HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED. THERE IS ALSO DEDICATED FOR UTILITIES AN UNOBSTRUCTED AERIAL EASEMENT FIVE (5) FEET WIDE FROM A PLANE TWENTY (20) FEET ABOVE THE GROUND UPWARD, LOCATED ADJACENT TO ALL EASEMENTS SHOWN HEREON.

WITNESS OUR HAND IN \_\_\_\_\_ COUNTY, TEXAS,  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

SANDRA RUTLEDGE

ANNETTE BAKER

MARCUS RUTLEDGE

NOTARY PUBLIC ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY \_\_\_\_\_

NOTARY PUBLIC, STATE OF TEXAS  
NOTARYS COMMISSION EXPIRES: \_\_\_\_\_

CITY COUNCIL CERTIFICATION

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS, HAS APPROVED THE RUTLEDGE SUBDIVISION AS SHOWN HEREIN. IN TESTIMONY WHEREOF, IN WITNESS THE OFFICIAL SIGNATURES OF THE MAYOR, CITY COUNCIL AND CITY SECRETARY OF THE CITY OF HEMPSTEAD, TEXAS, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

ERICA GILLUM  
MAYOR

LONNIE GARFIELD  
MAYOR PRO-TEM  
COUNCILMEMBER

MILDRED JEFFERSON  
COUNCILMEMBER

CINDY PEARCE  
COUNCILMEMBER

RAUL VILLARREAL  
COUNCILMEMBER

CHASE MURRAY  
COUNCILMEMBER

SABRINA ALVAREZ  
CITY SECRETARY

NOTARY PUBLIC ACKNOWLEDGMENT

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY \_\_\_\_\_

NOTARY PUBLIC, STATE OF TEXAS  
NOTARYS COMMISSION EXPIRES: \_\_\_\_\_

COUNTY CLERK FILING ACKNOWLEDGMENT STATEMENT

THE STATE OF TEXAS  
COUNTY OF WALLER

I, DEBBIE HOLLAN, CLERK OF THE COUNTY COURT OF WALLER COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, AT \_\_\_\_\_ O'CLOCK, \_\_\_\_\_ M., IN INSTRUMENT NO. \_\_\_\_\_ OF THE OFFICIAL PUBLIC RECORDS FOR SAID COUNTY. WITNESS MY HAND AND SEAL OF OFFICE, AT HEMPSTEAD, WALLER COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.

CLERK, COUNTY COURT  
WALLER COUNTY, TEXAS

***Leon Chavis and the Zydeco Flames***

***P.O. Box 730 Lawtell, La 70550 • (337)692-2611***

***leon.chavis@yahoo.com***

## **Performance Agreement**

**Date of Contract:** April 23, 2023

***This contract agreement is between:***

**Artist:** Leon Chavis aka Leon Chavis and the Zydeco Flames

**Purchaser:** City of Hempstead

**Date of Event:** April 29, 2023

**Name of Act (Stage Name):** Leon Chavis and the Zydeco Flames

**Time of Engagement:** 6:00pm - 9:00pm

**Venue:** Waller County Fair Grounds

**Location:** 21988 FM 359 Road, Hempstead, Tx 77445



**Compensation agreed upon: \$4,000.**

**PROMOTION:** PURCHASER shall be responsible for promotion of performance.  
(Artist does promote on Websites as well as social media.)

**DEPOSIT:** Upon receipt of this agreement, a Deposit of \$2,000 and NO CENTS shall be received no later than \_\_\_\_\_. The deposit can be sent via Cash App at \$Leon Chavis. Check or money order must be made payable to Leon Chavis and mailed to P.O. Box 730, Lawtell, La 70550.

**TERMS OF PAYMENT:** Upon completion of performance, the sum of \$2,000 shall be paid to ARTIST, LEON CHAVIS. Payment shall be in the form of cash (ARTIST is responsible for paying band members upon completion of performance).

**ADVERTISEMENT:** No advertisement shall take place until contract and deposit has been received from PURCHASER or KEY-MEMBER.

**ELECTRICITY:** To power our massive live Sound System, we require nothing smaller than a 35k generator with the spider box if the venue does not have at least 3 separates 20 amp breakers of electricity.

**ACCOMMODATIONS:** Cover must be waived for one guest accompanying the ARTIST and each BAND MEMBER. A reasonable number of FREE beverages before, during and after performance on or near stage must be made accessible to ARTIST and BAND MEMBERS.

Reasonable lavatory consideration should be made when arranging location of performance. Stage or set-up locations should be as close as possible to accessible restroom. If this arrangement cannot be implemented, a Port A Potty should be made available to ARTIST and BAND MEMBERS.

If the event is being held outside, it is mandatory that some type of cover or tent is provided to protect the band's stage area and equipment from weather damages.

**MERCHANDISE:** ARTIST, REPRESENTATIVE, and/or BAND MEMBERS shall at their option, sell albums, and other promotional material before, during, and after performance, retaining 100 hundred percent of proceeds, unless other arrangements were discussed and agreed upon.

**CANCELLATION:** In the event the ARTIST should cancel the performance date mentioned above after receiving the required deposit, the entire deposit shall be returned in full. ARTIST and/or REPRESENTATIVE have two weeks (14 day) prior to scheduled performance to cancel with reason.

If PURCHASER provides written notice of cancellation of this Agreement to the ARTIST and/or REPRESENTATIVE (mailed to the address listed above) within 30 days prior to performance date the DEPOSIT will be returned in full.

In the event a written cancellation is received in less than 30 days, the deposit shall be retained by ARTIST, unless a guaranteed return date within 90 days from the date of cancellation has been agreed upon between ARTIST and/or REPRESENTATIVE and PURCHASER.

Should PURCHASER for any reason decide to cancel artist performance within 48 hours of the event, purchaser agrees to pay artist in full for said performance as stated above.

Should ARTIST not be able to perform due to weather conditions or any other situations beyond ARTIST control, ARTIST will be paid in full according to contract as stated, unless other arrangements are made and agreed upon between ARTIST and/or REPRESENTATIVE and PURCHASER.

Should anything happen beyond the band's control by Acts of God, accidents, sickness, or any other legitimate conditions beyond the control of the ARTIST shall not be responsible or liable therefore legal actions may not be taken against ARTIST. However, at which point the PURCHASER does have the right to obtain a replacement for that particular performance date or comply with cancellation policy.

The parties agree that any and all disputes regarding this contract will be litigated in the 27<sup>th</sup> Judicial District Court for St. Landry Parish, State of Louisiana, and that the laws of the State of Louisiana would govern any such claims.

**SOUND AND SETUP:** If sound is provided by PURCHASER to include backline, backline must consist of full drum set, guitar amp, and bass amp. If ARTIST is responsible for complete setup ARTIST or REPRESENTATIVE must be informed immediately.

Should property damage to equipment provided for the bands use occurs, be it minor or severe and beyond the bands control, neither band members nor, ARTIST shall be held responsible or liable, therefore legal actions may not be taken nor will wages be garnished.

By signing below the purchaser agrees to all terms and conditions as listed above.

*Note: All terms and conditions are open for discussion between ARTIST and/or, REPRESENTATIVE and PURCHASER for adjustments to the agreement if necessary.*

**PURCHASER**

**DATE:**

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**ARTIST**

**DATE:**

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