

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.

Notice is hereby given that a Regular Meeting of the City Council of the City of Hempstead will be held on **Monday, the 1st day of April, A.D., 2024 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. Public Hearing
 - A. The Hempstead City Council will hear public comments on a Project to sell approximately 14.9 acres of HEDC owned land for the purpose of economic development.
5. Consideration, discussion and possible action on an Agreement between the City of Hempstead and HUB International for Benefits Consulting Services.
6. Consideration and action from Greater St. Peter's Baptist Church on a parade permit to be held on June 19, 2024.
7. Discussion and action to authorize the mayor to submit a Request for Qualifications for City Attorney.
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 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 Resolution of the City Council of the City of Hempstead approving as a project of the Hempstead Economic Development Corporation Type B, the Hempstead Gazebo Park Project 2024 for the installation of benches and vintage light poles at Hempstead Gazebo Park.
10. Consideration and action on a Resolution from the City Council of the City of Hempstead determining the time and place of the meetings of City Council of the City of Hempstead, Texas; making findings and containing other provisions related to the subject.
11. Consideration and action on approving the procurement policies and procedures for the Resilient Communities Program Grant.
12. Consideration and action on a Resolution of the City Council of the City of Hempstead approving and authorizing an Interlocal Agreement between the City of Hempstead,

Texas, and the Local Government Purchasing Cooperative to participate in the Buy Board Membership Program under Chapter 791, Government Code, making findings and containing other provisions related to this subject.

13. Consideration and action on a Resolution granting a permit to Mr. B Fireworks to have supervised public fireworks display on July 4, 2024, at Hempstead City Park.
14. Consideration and action on a Resolution of the City Council of the City of Hempstead establishing a policy for the City of Hempstead Business Park, to provide for the city mowing and maintenance of property owned by the Hempstead Economic Development Corporation; making findings and containing other provisions related to the subject.
15. Consideration and action of an Ordinance of the City Council of the City of Hempstead amending Ordinance No. 23-112 which will amend the City Budget for the 2023-2024 Fiscal year and authorizing amended revenues and expenditures as therein provided.
(Date to be Determined)
16. Consideration and action on as proposal from IDS Engineering to perform additional Professional Engineering Services for an Asphalt Roadway Rehabilitation Program for the City of Hempstead.
17. Councilmembers Reports-

1. Nora Hodges- Thirty-nine attendees attended the educational workshop for Medicare on Thursday, March 21, 2024, wanted to thank everyone who attended. Hosting a Meet the Candidate Public Forum on April 20, 2024, from 10:00 A.M. to 12:00 P.M. at 2112 4th Street, Hempstead, Texas. Any candidate that wishes to participate please reach out to Councilmember Nora Hodges.

2. Karon Neal- Big thank you to Sabrina Alvarez & Leslye Gonzalez in the City's Secretary's Office for all their hard work. Also, big shout out to the Electrical and Street Department for working after hours and keeping the city going.

3. Lonnie Garfield- Update on 2024 Hempstead ISD School Bond.

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, City Council will meet in executive session pursuant to Texas Government Code Section 551.071 Consultation with Attorney regarding the following:


18. Utility Policy update to address \$1-\$100 max one time per customer per year for water and/or sewer adjustment.
19. Relief for a homeowner who sustained water damage to home and wanting reimbursement for costs.

OPEN SESSION

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


20. Adjourn City Council Meeting.

Dated this the 28th day of March, 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 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 28th, 2024 at 1:00 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 28th day of March, 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 1st day of April 2024 at 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 1st day of April 2024 at 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 979-478-2100

LEGAL NOTICE LEGAL NOTICE LEGAL NOTICE

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that Public Hearings will be held before the Planning and Zoning Commission and the City Council, City of Hempstead at the **Hempstead City Hall, 1125 Austin Street, Hempstead, Texas**, to hear any person desiring to be heard regarding Zoning Amendment Requests on the following dates:

Planning & Zoning – Monday, April 8, 2024, at 5:00 P.M.

City Council – Monday, April 15, 2024, at 6:00 P.M.

The following items will be discussed:

1. A Zoning Matrix Amendment allowing for tattoo establishments to be allowed in the following manner: "P" Use Permitted by Right in the following zoning districts: CBD.

REQUEST FOR PROPOSALS WALLER COUNTY

Sealed Proposals will be received by Waller County until Tuesday, April 2, 2024 at 3:00 p.m. for Maintenance Department Fleet Vehicles RFP (#240220-25). Specifications and Required Forms may be downloaded from the Waller County web site at <https://www.co.waller.tx.us/page/BidsAndProposalRequests>.

The County intends to select a qualified Dealer to provide the requested fleet vehicles to the County's Maintenance Department. Please submit one (1) original, three (3) copies, and one (1) electronic response on CD or flash drive. CD or flash drive must contain only one (1) file in PDF format and must match the original and copies of the response identically. Failure to provide proper electronic response may be cause for disqualification. Confidential information is to be placed in a separate envelope denoted as "confidential." Submittals shall be remitted to the County no later than 3:00 p.m. on Tuesday, April 2, 2024. Response shall be signed in ink, by a person having the authority to bind the Firm in a contract. Complete Submittal packets must be remitted to Alan Younts, Waller County Auditor, Waller County Joe Kuciemba Annex, 425 FM 1488, Suite 119, Hempstead, Texas 77445. Please clearly mark the following on the envelope: RFP Project Number: 240220-25 for Maintenance Department Fleet Vehicles. Submittals will be opened on April 3, 2024 in the Waller County Commissioners' Court meeting.

Waller County reserves the right to negotiate with any and all individuals or firms that submit proposals. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises, and Labor Surplus Vendors are encouraged to submit proposals. Waller County is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

HEMPSTEAD ATHLETICS ALL SPORTS PARENT MEETING

**THURSDAY, MAY 16, 2024 | 6 P.M.
HHS COMPETITION GYM**

ALL 5TH-11TH GRADE STUDENTS & FAMILIES

JOIN US TO LEARN ABOUT THE
2024-2025
ATHLETIC EXPECTATIONS &
IMPORTANT DATES!



LEGAL NOTICE LEGAL NOTICE

NOTICE OF PUBLIC HEARING HEMPSTEAD CITY COUNCIL

Notice is hereby given that **public hearings** will be held by the Hempstead City Council during the City Council Regular Meeting on **April 1, 2024, at 6:00 p.m. and April 15, 2024, at 6 p.m.** at Hempstead City Hall, 1125 Austin St. Hempstead, Texas 77445.

At said times and places, the Hempstead City Council will hear public comments on a Project to sell approximately 14.9 acres of HEDC-owned land for the purpose of economic development.

The Hempstead City Council hereby give notice, pursuant to Section 505.160 of the Texas Local Government Code, that the council will conduct a sixty (60) day comment period that will open on March 5, 2024, and will close on May 3, 2024.

For any additional information, please contact:

City Secretary

Telephone: (979) 826-2486 EXT. 110



Advocacy. Tailored Insurance Solutions. Peace of Mind

February 26, 2024



City of Hempstead 2024 Informal Plan Review

Brett Bowers, MBA – Public Sector Employee Benefits Specialist

Monica Blakeley- Public Sector Consultant

Lai Phomsouvanh– Senior Marketing Assistant

HUB International

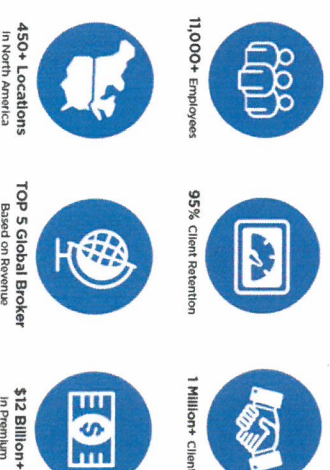
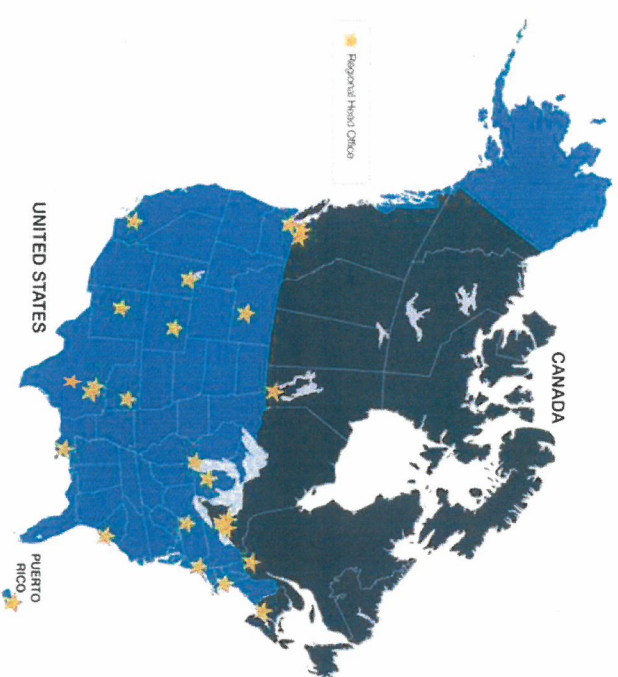


HUB International is pleased to provide analysis and recommendations for the City of Hempstead's health and welfare benefits plans. The primary purpose of this undertaking is to review current coverages compared to public sector benchmarks with a focus on lowering the City's cost/risk, reducing employees' costs, and promoting consumerism and engagement by offering diversity in the coverages offered.

Our approach to employee benefits is different than the insurance purchasing pattern used by most brokers as HUB does not merely operate year to year but rather develops a 2–3-year strategy.

Our knowledge and understanding will help the City of Hempstead to maximize quality and manage costs effectively and will help drive value as we assist to create the best protection for your city, help to provide the best employee experience when it comes to your benefit plans and support growth into the future.

We serve over 500 public-sector clients across the state, including municipalities, school districts, counties, water authorities, health districts and state government agencies. Our client retention rate is 95%. Regarding employee benefit plans, there are a unique set of rules and culture that apply to public entities. With that in mind, it's important to partner with a consulting team who has significant experience working with public sector employers and employees, and there are few, if any, consultants nationally who can match the experience of HUB International.



Public Sector Experience



Small Clients < 50			
Client Name	# of Employees	Client Name	# of Employees
City of Heath	47	City of Elkhart	19
City of Van Alstyne	45	Town of Northlake	18
City of White Oak	44	City of Blue Mound	15
City of Haslet	25	City of Big Sandy	11
City of Parker	25	Town of Zwolle	10
City of Glen Rose	25	Town of Ponder	8
City of Sanson Park	21	City of Alford	7
Village of Columbus	20	Town of Providence Village	6
City of Pelican Bay	20	City of Valley View	5
Denton County Fresh Water Supply District #10	20	Town of Bartoville	4



Large Clients > 500			
Client Name	# of Employees	Client Name	# of Employees
CyFair ISD	12,000	Cameron County	1,000
El Paso ISD	7,500	City of Coral Springs	936
Valencia ISD	6,200	City of Longview	913
Abilene ISD	3,000	City of Carrollton	800
City of Corpus Christi	2,800	City of Georgetown	775
City of Amarillo	2,300	City of Lewisville	759
City of Gainesville	2,200	City of Galveston	750
City of Garland	2,100	City of Allen	700
Brazoria County	1,400	City of Pearland	680
Webb County	1,300	City of Comroe	632
City of Wichita Falls	1,241	City of Texarkana	570
City of Richardson	1,039	City of League City	538



Medium Clients 50-500			
Client Name	# of Employees	Client Name	# of Employees
Greg County	500	City of Celina	154
City of Laporte	480	City of Sanger	144
City of The Colony	380	City of Belton	141
City of Missouri City	370	City of Saginaw	140
City of Hurst	370	City of West University Place	139
City of Wylie	350	City of Bascom	135
City of Euless	349	City of Nederland	134
City of Pflugerville	330	Universal City	128
City of Cleburne	325	Upper Trinity Regional Water District	125
City of Burleson	310	City of Lake Worth	123
City of Bedford	300	City of Red Oak	120
City of Lancaster	275	City of Angleton	120
City of Duncanville	260	Northeast Texas Public Health District	103
City of Denton	255	City of Seabrook	102
City of Kyle	255	City of Dickinson	102
Brazos River Authority	219	City of Live Oak	101
City of Harker Heights	200	City of Lago Vista	92
City of Mineral Wells	180	City of Bedford	89
City of Plainview	180	City of Hewitt	84
City of Colleyville	180	Lavaca-Neches River Authority	78
City of Hurdo	178	Town of Trophy Club	70
City of Forney	175	City of Santa Fe	68
City of Carroll	161	City of Fair Oaks Ranch	65
City of Richmond	160	Capital Area Council of Governments	61
City of Stephenville	160	City of Socorro Texas	58
City of Burnet	157	Texas Council of Governments	51



Medical Plan – TML Health / Next Level

CARRIER NAME		TML / Texas Health	
NETWORK		BCBS - Blue Choice PPO	
Plan Type		PPO	
Deductible (Indiv / Family)		Includes Deductible Coinsurance	
In-Network		\$2,500 Ind. / \$5,000 Fam.	
Non-Network		\$5,000 Ind. / \$10,000 Fam.	
Out Of Pocket Max (Indiv / Family)			
In-Network		\$7,000 Ind. / \$14,000 Fam.	
Non-Network		Unlimited	
Coinsurance			
In-Network		20%	
Telemedicine		\$0	
Physician Office Visit			
In-Network		Next Level Providers: \$0 Copay Network providers: Ded. / 20% (\$120 avg.)	
Specialist Office Visit			
In-Network		Next Level Providers: \$0 Copay Network providers: Ded. / 20% (\$240 avg.)	
Preventive Care			
In-Network		0%	
Urgent Care			
In-Network		Next Level: \$0 Copay Network providers: Ded. / 20% (\$450 avg.)	
Emergency Room			
In-Network		Ded. / 20%	
Non-Network		Ded. / 20%	
Diagnostic Lab & X-Ray			
In-Network		Next Level: \$0 Copay Network providers: Ded. / 20% (\$325 avg.)	
Rehab Therapy PT/OT/ST			
In-Network		Ded. / 20%	
In-Patient Hospital			
In-Network		Ded. / 20%	
Out Patient			
In-Network		Ded. / 20%	
Prescriptions		No Separate Deductible	
Tier 1 -Generic		\$10	
Tier 2 - Brand		\$45	
Tier 3 -Non-preferred		\$90	
Tier 4 -Specialty		\$150	
Tier 5 -Cost Share		\$175	



Features Included	Next Level PRIME
Virtual visits	✓
Urgent care	✓
Primary care	✓
Preventive care	✓
Work Injury Care	-
Exclusive mobile app	✓
Wellness labs	✓
Rapid labs	✓
Xrays	✓

- ☐ The current benefit structure is ideal for individuals that:
- Do not have significant health issues
 - Do not need to see a specialist
 - Do not have a history/relationships with specific providers.

City of Hempstead Medical Plans compared to Benchmark



95% of mid-sized cities offer a HDHP
The average participation in the HDHP plan is 28%

	Public Sector Traditional (PPO / EPO)	Public Sector HDHP (HSA)	City of Hempstead	
Number of Enrolled Employees			95	
Carrier			TML / Texas Health	
Average Plans Offered #	2.5		1	
Plan Type	Traditional	HDHP	PPO Plan	HSA Plan - HDHP
Subscriber Enrollment				
% of Total Enrollment	78%	22%	-	-
GAP, HSA or HRA Contribution		\$1,000 EE \$1,700 Fam		
Provider Network		n/a	n/a	
Individual Deductible	PPO / EPO \$1,200	PPO / EPO \$3,200	PPO \$2,500	
Family Deductible	\$2,500	\$6,300	\$5,000	
Individual Out of Pocket	\$3,900	\$4,800	\$7,000	
Family Out of Pocket	\$8,500	\$9,600	\$14,000	
Coinsurance	20%	20%	20%	
Office Visits/Dr. Services	\$25 PCP Copay / \$50 specialist Copay	20% after deductible	Next Level: \$0 Network: Ded. + 20%	
Urgent Care	\$60 Copay	20% after deductible	Next Level: \$0 Network: Ded. + 20%	
Employers with On-site or Near-site Clinic	10%	10%	No	
Emergency Room	\$300 Copay, then Coinsurance	20% after deductible	20% after deductible	
Inpatient Surgery	20% after deductible	20% after deductible	20% after deductible	
Outpatient Surgery	20% after deductible	20% after deductible	20% after deductible	
Advanced Imaging (MRI / CT / CAT)	20% after deductible	20% after deductible	20% after deductible	
Pharmacy - Retail Only				
Tier 1 - Generic	\$10		\$10	
Tier 2 - Preferred Brand	\$40	20% after deductible	\$45	
Tier 3 - Non Preferred Brand	\$80		\$90	
Tier 4 - Specialty	\$150		\$150 or \$175	

❑ Compared to the Public Benchmark, the City's deductible and OOP Max is much higher.

❑ Recommend the City offer two new Medical Plans. A "Base" PPO and a "Buy-down" HDHP plan with a Health Savings Account.

- The Base PPO plan would be funded by the City.
- Employees electing to "buy-down" into the HDHP would receive money into their H.S.A. to help offset out of pocket costs. * An HDHP is typically attractive to healthier people who don't expect to need health care except in the event of an unforeseen health emergency.

City of Hempstead rates/contributions compared to Benchmark

Employee Contributions	Public Sector Traditional (PPO / EPO)	Public Sector HDHP (HSA or HRA)	City of Hempstead	
			PPO Plan	HSA Plan - HDHP
Plan				
Employee	\$40	\$20	\$0	
EE + Spouse	\$415	\$320	\$762	
EE + Child	\$275	\$215	\$552	
EE + Family	\$620	\$490	\$1,416	

- ❑ The City of Hempstead's cost for employees to enroll their dependents is much higher than the Public Sector Benchmark.
- ❑ On average, Texas cities cover 54% of the dependent costs whereas the City of Hempstead pays 0%.
- ❑ Offering a "buy-down" HDHP plan will help employees reduce the costs of enrolling their dependents. A direct correlation exists between the overall cost of the plans and the cost of enrolling dependents.
- ❑ Typically, the contribution strategy will be set up to incentivize employees into the lowest cost plan which is designed to transform the way health care is delivered and purchased. The goal is to make employees engaged consumers of their health care.
- ❑ Many municipalities offer rate differentials to employees who get their annual physical or are tobacco-free.

Medical Plans



Depending on an employee's financial situation and healthcare needs, they will enroll in the plan that best meets their needs with consideration **to the monthly premiums, the plan's provider network and expected out-of-pocket costs.**

These will all factor into determining which plan will best fit an individual's needs and budget.

Medical Premium – Texas Health

MEDICAL BENEFITS	PPO	Texas Health PPO / Next Level
FINANCIALS	EE's	2023-24
Employee Only	91	\$726.24
Employee & Spouse	1	\$1,488.06
Employee & Child(ren)	4	\$1,278.16
Employee & Family	0	\$2,142.32
	96	
Monthly Premium	96	\$72,688.54
Annual Months		\$872,262.48

- ❑ Should the City move forward to issue an RFP for 6/1/24 benefits, HUB recommends the City establish a benefit trust to eliminate the premium tax / reduce rates by 1.75% (in the event another medical carrier is selected).
 - Approximately \$15,300 annual savings

	2022-23	2023-24
EE	\$ 813.94	\$ 726.24
ES	\$ 1,667.76	\$ 1,488.06
EC	\$ 1,432.52	\$ 1,278.16
EF	\$ 2,401.06	\$ 2,142.32



City of Hempstead- Current contribution strategy

MEDICAL RATES 100% Employee + 0% Dependent

Total Medical Rate	
	\$726.24
	\$1,488.06
	\$1,278.16
	\$2,142.32

PPO / Next Level Plan	Full Time Employees
Employee	96
+ Spouse	1
+ Children	4
+ Family	0
Premium Contributions	96

Medical Rate per Unit	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
\$726.24	\$726.24	100.0%	\$0.00
\$761.82	\$0.00	0.0%	\$761.82
\$551.92	\$0.00	0.0%	\$551.92
\$1,416.08	\$0.00	0.0%	\$1,416.08
\$872,262.48	\$836,628.48	95.9%	\$35,634.00

	Total Employee Contribution (\$)
Employee	\$0.00
Employee + Spouse	\$761.82
Employee + Children	\$551.92
Employee + Family	\$1,416.08

☐ It is recommended that the contribution schedule be analyzed (possibly changed) so that the city offers a dependent subsidy.

City of Hempstead- Alternate contribution strategy

MEDICAL RATES 97% Employee + 40% Dependent

Total Medical Rate	
	\$726.24
	\$1,488.06
	\$1,278.16
	\$2,142.32

PPO / Next Level Plan	Full Time Employees
Employee	96
+ Spouse	1
+ Children	4
+ Family	0
Premium Contributions	96

Medical Rate per Unit	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
\$726.24	\$704.45	97.0%	\$21.79
\$761.82	\$304.73	40.0%	\$457.09
\$551.92	\$220.77	40.0%	\$331.15
\$1,416.08	\$566.43	40.0%	\$849.65
\$872,262.48	\$825,783.23	94.7%	\$46,479.25

	Total Employee Contribution (\$)
Employee	\$21.79
Employee + Spouse	\$478.88
Employee + Children	\$352.94
Employee + Family	\$871.44

City of Hempstead- Alternate contribution strategy with 2 plans



2022-23 MEDICAL RATES 100% Employee + 0% Dependent

Total Medical Rate
\$726.24
\$1,488.06
\$1,278.16
\$1,142.32

PPO / Next Level Plan	Full Time Employees
Employee	96
+ Spouse	1
+ Children	4
+ Family	0
Premium Contributions	96

Medical Rate per Unit	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
\$726.24	\$726.24	100.0%	\$0.00
\$761.82	\$0.00	0.0%	\$761.82
\$551.92	\$0.00	0.0%	\$551.92
\$1,416.08	\$0.00	0.0%	\$1,416.08
\$872,262.48	\$836,628.48	95.9%	\$35,634.00

Total Employee Contribution (\$)
\$0.00
\$761.82
\$551.92
\$1,416.08

Payroll Employee Contribution (\$)
\$0.00
\$351.61
\$254.73
\$553.58

Total Medical Rate
\$631.83
\$1,294.61
\$1,112.00
\$1,853.82

HDHP PLAN w/ H.S.A.	Full Time Employees
Employee	96
+ Spouse	1
+ Children	4
+ Family	0
Premium Contributions	96

Medical Rate per Unit	City Contribution (\$)	City Contribution (%)	Employee Contribution (\$)
\$631.83	\$631.83	100.0%	\$0.00
\$662.78	\$0.00	0.0%	\$662.78
\$480.17	\$0.00	0.0%	\$480.17
\$1,231.99	\$0.00	0.0%	\$1,231.99
\$758,868.36	\$727,866.78	95.9%	\$31,001.58

Total Employee Contribution (\$)
\$0.00
\$662.78
\$480.17
\$1,231.99

Payroll Employee Contribution (\$)
\$0.00
\$305.90
\$221.62
\$568.61

Max Annual H.S.A. Funding	\$	108,751.70
Max City HDHP Contribution		\$727,856.78
Total Max for HDHP	\$	836,628.48

PPO Rate - HDHP Rate	City H.S.A. Funding
\$726.24 - \$631.83	\$94.41
	\$1,132.93

Monthly Annual

- ☐ Recommend the City offer two new Medical Plans. A "Base" PPO and a "Buy-down" HDHP plan with a Health Savings Account.
 - The Base PPO plan would be 100% funded by the City for employee only coverage.
 - Employees electing to "buy-down" into the HDHP would receive \$94.41 into their H.S.A. to help offset out of pocket costs.
- * An HDHP is typically attractive to healthier people who don't expect to need health care except in the event of an unforeseen health emergency.

- ☐ Offering a "buy-down" HDHP plan will help employees reduce the costs of enrolling their dependents.

- ☐ Plans are cost-neutral

Dental Plan: Texas Health

DENTAL BENEFITS		TML / Texas Health Dental III
		CURRENT
<u>Type I – Preventive Services</u>		
Deductible		No Waiting Period None
(2) Oral Exams per calendar year		No Cost
(2) Cleanings per calendar year		No Cost
Periapical and Intraoral X-rays		No Cost
Space Maintainers- for lost teeth for children		No Cost
<u>Type II – Basic Services</u>		No Waiting Period
Coinsurance		20%
Emergency Exams		20%
Periodontics / Endodontics		20%
<u>Type III – Major Services</u>		No Waiting Period
Onlays/Inlays replacement		
Crowns and Crown Build-ups		
Replacement of Crowns and Bridges >5 yrs		50%
Removable / fixed bridge-work		50%
Dental Implants / Dentures / Bridges		50%
<u>Type IV – Orthodontia</u>		
Coinsurance		100%
Orthodontia Eligibility		Child under 19
Orthodontia Lifetime Maximum		\$3,000 per lifetime
<u>Calendar Year Deductible</u>		II, III
Individual		\$50
Family		\$150
Dental Annual Maximum		\$2,000
UCR Out of Network Percentile		90th Percentile

FINANCIALS		CURRENT
Employee Only		\$40.66
Employee & Spouse		\$0.00
Employee & Child(ren)		\$0.00
Employee & Family		\$104.42

☐ Recommendation is move from a 2-tier rate to a 4-tier rate. Doing so will lower the cost for employees choosing to enroll their spouse or children.

Vision Plan: Texas Health



VISION BENEFITS		TML (Texas Health)	
		EyeMed	
Eye Exam	Network		\$10
	Non-Network		\$65
<u>Frames/ Lenses, and/or</u>			
Single Vision	Network		\$10 Copay
	Non-Network		\$40 Allowance
	Network		\$10 Copay
Bifocal Lenses	Non-Network		\$60 Allowance
	Network		\$10 Copay
Trifocal Lenses	Non-Network		\$80 Allowance
	Network		\$10 Copay
Progressive Lenses	Non-Network		\$60 Allowance
	Network		\$10 Copay
Frames	Non-Network		\$60 Allowance
	Network		\$10 Copay
<u>CONTACTS</u>			
Medically Necessary Contacts	Network		\$0 Copay
	Non-Network		\$160
	Network		\$10 Copay- \$225 Allowance
Elective Contact	Non-Network		\$160 Allowance
	Network		12
Lens Frequency			12
Contacts Frequency			12
Frames / Contacts Frequency			12
Network			EyeMed

RATES	EE'S	CURRENT
Employee Only		\$9.86
Employee + 1		\$0.00
Employee + Children		\$0.00
Employee + Family		\$25.14

☐ HUB did not have the SBC for the vision plan and needs to get this from the City.

☐ Recommendation is move from a 2-tier rate to a 4-tier rate. Doing so will lower the cost for employees choosing to enroll their spouse or children.

Basic Life & AD&D: Dearborn



BASIC LIFE BENEFITS		Texas Health / Standard Plan #8
Class Description	Full Time / 30 hrs per week	
Definition of Earnings	Base Annual Earnings	
Basic Life Schedule - Employee	35% at age 65 50% at age 75	
Maximum Benefit	\$10,000	
Guarantee Issue Amount	Full Benefit	
BASIC AD&D BENEFITS		
Class Description	Full Time / 30 hrs per week	
Definition of Earnings	BAE	
Basic AD&D Schedule	n/a	
Maximum Benefit	\$10,000	

- ☐ The Basic Life benefits are below public sector benchmarks.
- ☐ Recommend increasing the basic life amount to \$25,000.
- ☐ Recommend removing age reduction schedule on Basic Life Benefit. Typically, carriers can do this with minimum rate impact.

Voluntary Life & AD&D: Texas Health



- ☐ HUB did not have the details of the voluntary life benefits for the employees and needs to get this from the City.
- ☐ Recommendation to discontinue the Dependent Life benefit. This is an outdated benefit and the \$2k / \$1k amounts are inadequate.
- ☐ Recommend offering Voluntary Life coverage for dependents. The voluntary life benefit is ideal for employees; however, additional coverage options should be available for Spouses and Children.

VOLUNTARY LIFE & AD&D BENEFITS		Texas Health / Standard	
Class Description		All Active Full time Employees	
Definition of Earnings		Base Annual Earnings	
Employee Life Schedule		Increments of 10,000	
Employee Maximum Benefit		4x base up to \$300,000	
Employee Guarantee Issue Amount		\$50,000	
Age Reduction Scheduled		50% at age 70	
Waiver of Premium		Disabled prior to 60 with premiums waived to 65	
Accelerated Death Benefit		Yes	
Conversion		Included	
Portability		Included	
Value Adds			
Spouse Life Schedule		\$2,000	
Spouse Age Schedule		age 70- lesser of 1x base or \$30,000	
Spouse Maximum Benefit		\$2,000	
Spouse Guarantee Issue Amount		\$2,000	
Child(ren) Life Schedule		\$1,000	
Dependent Life Per Unit: Plan 1		\$0.70	

☐ Recommendation benefit. This is an amounts are inadequate.

☐ Recommend offering dependents. The employees; however, be available for Spouse dependents.

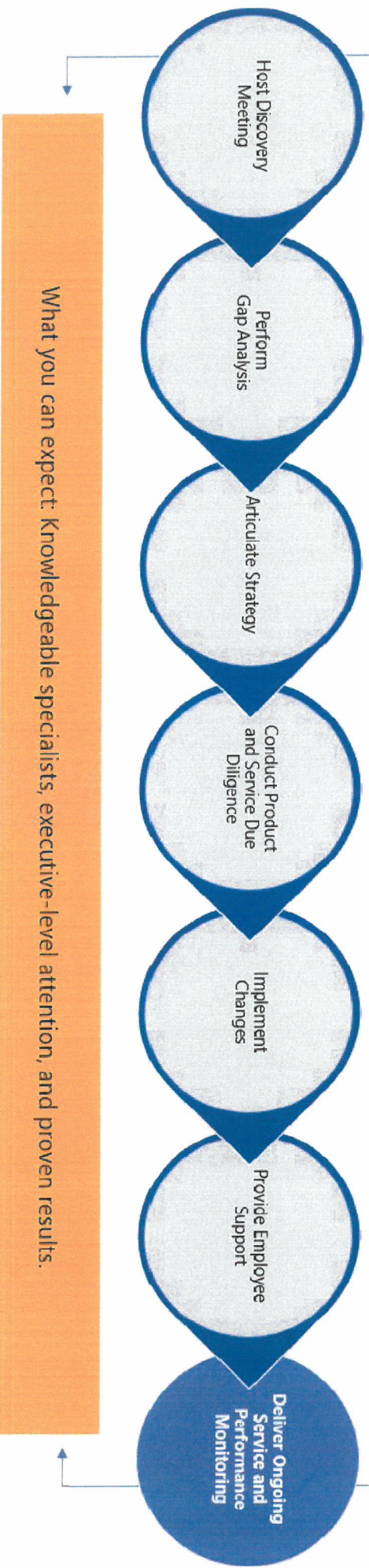
*Recommended	
50% of Employee up to \$150,000	
\$150,000	
\$25,000	
\$10,000	

⁰Recommended

A process-driven, consultative service model



To begin, we formulate a customized multi-year plan to address your specific benefits and financial budgetary requirements. Next, we leverage our integrated platform of best-in-breed products and services, including decision support resources, HR administration and compliance tools, and employee communications. We then repeat the planning process annually to help ensure success.



Benefits Broker	Benefits Consultant
<p>Reach out to you ahead of your plan renewal with the new rates of your carriers and will likely come into the office to provide a one-hour presentation to staff covering the highlights of the plan and allowing for a question-and-answer session.</p>	<p>Meet quarterly to discuss emerging market trends, review utilization, strategize on ways to improve the employee's appreciation, understanding and engagement in the benefit plan.</p> <p>Negotiate new rates with your existing carriers and will proactively shop your plan with alternative plan designs giving you the confidence that you are moving forward with the most cost-effective but impactful plan available to your employees.</p>
<p>Provide limited means to control underlying costs. Advocate cost shifting in the form of increased deductibles and copays to control costs.</p>	<p>Return control over costs to the City. Provide detailed data driven analysis and actionable insight to help control costs.</p>
<p>Believe costs are dependent on the best offer of the insurance carrier.</p>	<p>Understand <i>improving</i> benefits is the only way to lower costs.</p>
<p>Do not consider the needs and wants of the employee population when creating a benefits plan.</p>	<p>Make benefits a real attraction and retention tool. Most importantly, help you show the investment you make in your employees by delivering the value of the plan to your employees.</p>
<p>Give limited information on where the money is going. Do not talk about their compensation and hidden commission. This means more income for them if the rates go up.</p>	<p>Bring transparency to where money is going. Are paid on a fixed fee basis and are willing to tie compensation to performance. No hidden compensation is accepted from the insurance carriers. All coverages are offered net of commission and savings go straight to the bottom line.</p>
<p>Offer basic benefit guides and minimal education and support at open enrollment (and throughout the year).</p>	<p>Help employees recognize that their total compensation is far greater than their annual salary. Offer custom benefit guides, focus on education versus benefits, utilize cell phone technology, promote wellness, facilitate all carrier interaction and handle all service issues on an ongoing basis.</p>

Thank You!



CITY OF HEMPSTEAD



PARADE, MOTORCADE, and RUN (EVENT) PERMIT

Date of Application Submittal: 3/22/24
ORGANIZATION NAME: Greater St. Peter's Baptist Church
ADDRESS: 805 18th St. Hempstead, NY 11545 Mailing: P.O. B. 151, Hempstead, NY 11545
PHONE: (979) 826-3343, (281) 924-1592

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: Sherri Jeffery
Title: Pastor's Secretary
E-mail Address: Sherri-Jeffery@yahoo.com
Phone Number: (936) 727-4531

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

Event Name/Title: Annual Juneteenth Parade & Celebration

If the Event has been held before in Hempstead, please list the date(s) of the previous Event(s): June 19, 2023

Number of Persons Participating (please be as specific as possible; for example, "100 race participants, 50 race volunteers, 10 vendor tents with anticipated 15 vendor persons"):

500+ spectators & attendees for the parade and celebration.

Requested Date(s) of Event: Wednesday, June 19, 2024

Requested Start and Finish Time of Event: 8am - 7pm

Description of Requested Route (Please include as much detail as possible including the start point and the end point and the portion of the street to be traversed):

We are requesting the parade to begin E 805 Outer Dr. (Family Closet Storage old VF Factory parking lot). Line up begins E 8am, parade begins at 10am. Travel downtown and end at the Hempstead City Park for the celebration from 11am - 7pm.

Description of Other Areas of Assembly Needed for Event (This does not include spectators, but does include locations of vendors, or assembly areas before the start and after the finish, etc.):

We are requesting the Hempstead City Park June 19 E 6am to deliver items to concession stand & set up equipment. Repatriation time from the park will be approximately 7pm.

If Motorcade or Parade, Interval of Space to be Maintained Between Units:

At police discretion

Additional Information for Council's Consideration:

We will also need to use the concession stand next to the basketball courts. We will also request to use the pavilion for seating ~~and~~ and other areas of the park as well for entertainment.

Fee Payment

(To be completed by City Staff)

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

Fee Amount Paid: 100.00 Date of Payment: 3/21/24

Date of Hearing
(To be completed by City Staff)

Date of Hearing/Consideration at Council Meeting: 4/1/2024

Applicant Acknowledgment

I, Rev. Fred Thomas III, 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 19th day of June, 2024."

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.

Pastor Fred Thomas III 3-21-2024
Applicant Signature Date

(For completion by City Staff)

Date of Receipt of Application: 3/21/24

Name of City Staff Recipient: Sabrina Alvarez

Communication to Applicant concerning Council Hearing on Permit Application:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edmonds Insurance Agency P.O. Box 949 Waller, TX 77484	CONTACT NAME: Kelly Kasper	
	PHONE (A/C, No, Ext): 281-404-3133	FAX (A/C, No): 713-559-0427
INSURED GREATER ST PETERS BAPTIST CHURCH PO BOX 751 Hempstead, TX 77445	E-MAIL ADDRESS: kkasper@edmondsins.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: SCOTTSDALE INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CPS7910363	01/15/2024	06/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Parade date of 06/19/2024

CERTIFICATE HOLDER City of Hempstead, its employees, Officers and officials 1015 11th St Hempstead, TX 77445	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



City of Hempstead

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

Ordinance No. 24-

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 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;

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, 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 __1st__ day of __April__, 2024.

Attest:

The City of Hempstead, Texas

Sabrina Alvarez, City Secretary

Erica Gillum, Mayor



City of Hempstead

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

RESOLUTION NO. ____24-____

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 GAZEBO PARK PROJECT 2024 FOR THE INSTALLATION OF BENCHES AND VINTAGE LIGHT POLES AT HEMPSTEAD GAZEBO PARK.

* * * * *

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 Gazebo Park Project 2024” 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 ___April___
2024.

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

Erica Gillum, Mayor

ATTEST:

Sabrina Alvarez, City Secretary

EXHIBIT 1



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. 24-002

A RESOLUTION OF THE HEMPSTEAD ECONOMIC DEVELOPMENT CORPORATION TYPE B BOARD OF DIRECTORS APPROVING AS A PROJECT THE HEMPSTEAD GAZEBO PARK PROJECT 2024 FOR THE INSTALLATION OF BENCHES AND VINTAGE LIGHT POLES AT HEMPSTEAD GAZEBO PARK.

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

Section 1. The Board of Directors of the Hempstead Economic Development Corporation Type B (the "Corporation") hereby creates the "Hempstead Gazebo Park Project 2024" for installation of benches and vintage light poles.

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 required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention, and public park purposes and events, including stadiums, ball parks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities, related area transportation facilities, and related roads, streets, and water and sewer facilities, and other related improvements that enhance any of the items described by this section within the City of Hempstead in accordance with Section 505.152 of the Texas Local Government Code; and

Section 3. The Project is designed for the installation of benches and vintage light poles at Hempstead Gazebo park.

Section 4. The estimated amount of expenditures for the Project is \$6,600.00.


Section 5. A public hearing before the Hempstead Economic Development Corporation Type B was noticed and held regarding the proposed "Hempstead Gazebo Parks Project 2024" at 6 p.m. on February 12, 2024 in the Council Chambers, Hempstead City Hall, 1125 Austin St., Hempstead, Texas.

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 ^{February} 12 day of 2024.


Erica Gillum, President
Board of Directors

ATTEST:


Secretary
Board of Directors



City of Hempstead

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

RESOLUTION NO. 24-_____

DETERMINING THE TIME AND PLACE OF THE MEETINGS OF CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS; MAKING FINDINGS AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Charter of the City of Hempstead, Texas, provides in Article IV, Section 5a that the City Council shall meet the time and place determined by a resolution adopted by the City Council; and

WHEREAS, the City Council finds that the City of Hempstead Recreation Center at 635 US-290 Business, in the City of Hempstead is an appropriate location for meetings of the City Council; **NOW, THEREFORE**,

BE IT RESOLVED 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 the City Council of the City of Hempstead shall meet and conduct its regular meetings at the City of Hempstead, Recreation Center, 635 US-290 Business, Hempstead, Texas 77445

Section 3. The Mayor and the City Secretary are authorized to provide notice of the regular meetings of the City Council as required by Texas law.

PASSED AND APPROVED this the 1st day of April, A.D., 2024.

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

CITY OF HEMPSTEAD PROCUREMENT POLICIES AND PROCEDURES

The City of Hempstead follows the procurement standards in 2 CFR 200.317 – 2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317 – 2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. This document contains the most current 2 CFR 200.317 – 2 CFR 200.327 language available at the adoption of these policies and procedures.

§200.317 Procurements by states.

When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.

§200.318 General procurement standards.

(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time-and-materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set

a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021]

§200.319 Competition.

(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and

engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).

§200.320 Methods of procurement to be followed.

The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.

(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:

(1) *Micro-purchases—(i) Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.

(ii) *Micro-purchase awards.* Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

(iii) *Micro-purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.

(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

- (A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;
- (B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,
- (C) For public institutions, a higher threshold consistent with State law.

(v) *Non-Federal entity increase to the micro-purchase threshold over \$50,000.* Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.

(2) *Small purchases—*(i) *Small purchase procedures.* The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.

(ii) *Simplified acquisition thresholds.* The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.

(b) *Formal procurement methods.* When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented

procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:

(1) *Sealed bids*. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions.

(i) In order for sealed bidding to be feasible, the following conditions should be present:

(A) A complete, adequate, and realistic specification or purchase description is available;

(B) Two or more responsible bidders are willing and able to compete effectively for the business; and

(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(ii) If sealed bids are used, the following requirements apply:

(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(E) Any or all bids may be rejected if there is a sound documented reason.

(2) *Proposals*. A procurement method in which either a fixed price or cost-reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;

(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and

(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.

(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);

(2) The item is available only from a single source;

(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;

(4) The Federal awarding agency or pass-through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or

(5) After solicitation of a number of sources, competition is determined inadequate.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

§200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

§200.323 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

§200.324 Contract cost and price.

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

§200.325 Federal awarding agency or pass-through entity review.

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.326 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.327 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of “federally assisted construction contract” in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), “Equal Employment Opportunity” ([30 FR 12319](#), 12935, [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), “Amending [Executive Order 11246](#) Relating to Equal Employment Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Davis-Bacon Act](#), as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the [Davis-Bacon Act](#) ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) [Contract Work Hours and Safety Standards Act](#) ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the **Federal Water Pollution Control Act** ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the **Clean Air Act** ([42 U.S.C. 7401-7671q](#)) and the **Federal Water Pollution Control Act** as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#)*

(K) See [§ 200.216](#)**

(L) See [§ 200.322](#)***

***§ 200.323 Procurement of recovered materials.**

A [non-Federal entity](#) that is a [state](#) agency or agency of a political subdivision of a [state](#) and its [contractors](#) must comply with section 6002 of the [Solid Waste Disposal Act](#), as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

****§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) [Recipients](#) and sub [recipients](#) are prohibited from obligating or expending [loan](#) or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a [contract](#) to procure or obtain; or

(3) Enter into a [contract](#) (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any [subsidiary](#) or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any [subsidiary](#) or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering [loan](#), grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

*****§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the [non-Federal entity](#) should, to the greatest extent practicable under a [Federal award](#), provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United [States](#) (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all [subawards](#) including all [contracts](#) and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

These Policies and Procedures are passed and approved through the City of Hempstead through the City Council on ____April 1, 2024____.

Mayor Erica Gillum, City of Hempstead



City of Hempstead

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

RESOLUTION

NO. 24-_____

**APPROVING AND AUTHORIZING AN INTERLOCAL AGREEMENT
BETWEEN THE CITY OF HEMPSTEAD, TEXAS AND THE LOCAL
GOVERNMENT PURCHASING COOPERATIVE TO PARTICIPATE IN
THE BUY BOARD MEMBERSHIP PROGRAM UNDER CHAPTER 791,
GOVERNMENT CODE, MAKING FINDINGS AND CONTAINING
OTHER PROVISIONS RELATED TO THE SUBJECT.**

WHEREAS, the City of Hempstead, is a local government entity authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and,

WHEREAS, The Local Government Purchasing Cooperative (the “Cooperative”) is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, et seq., of the Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for the City as a Cooperative Member;

NOW, THEREFORE,

BE IT RESOLVED 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 the Interlocal Participation Agreement (the “Agreement”) attached hereto as Exhibit A. between the City of Hempstead, a Texas Home rule city, and The Local Government Purchasing Cooperative (the “Cooperative”) for participation in the “Buy Board Membership Program” of the Cooperative is hereby approved and authorized.

Section 3. The Mayor is authorized to execute, and the City Secretary may attest, the Agreement on behalf of the City.

PASSED AND APPROVED this the 1st day of April, A.D., 2024.

APPROVED:

Erica Gillum, Mayor

ATTEST:

Sabrina Alvarez, City Secretary

EXHIBIT A

INTERLOCAL PARTICIPATION AGREEMENT

The Local Government Purchasing Cooperative

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between The Local Government Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Cooperative Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a purchasing cooperative; and

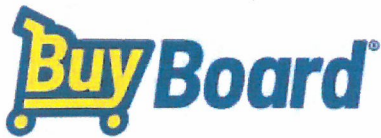
WHEREAS, the Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement dated January 26, 1998, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement established the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to that Organizational Interlocal Agreement.
2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing 60 days notice, then this Agreement will be deemed an Amendment by Notice, which will be effective on the 61st day that the Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein



3. Termination.

- (a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by thirty (30) days prior written notice to the Cooperative, provided any amounts owed to the Cooperative and any vendor have been fully paid.
- (b) **By the Cooperative.** The Cooperative may terminate this Agreement by:
 - (1) Giving ten (10) days notice by certified mail to the Cooperative Member if the Cooperative Member breaches this Agreement; or
 - (2) Giving thirty (30) days notice by certified mail to the Cooperative Member with or without cause.
- (c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues paid nor a distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. Payments by Cooperative Member.

- (a) The Cooperative Member agrees to pay membership fees as may be required by the Cooperative. The Cooperative will provide the Cooperative Member with 60 days prior written notice of any change in the membership fee before such fee becomes effective. Membership fees are payable by Cooperative Member within 30 days of receipt of an invoice from the Cooperative or its designee, unless otherwise provided by law. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, *et seq.*, Texas Government Code, shall begin to accrue daily on the 46th day following the due date and continue to accrue until the membership fees and late charges are paid in full. The Cooperative reserves the right to collect all funds that are due to the Cooperative in the event of termination by Cooperative Member or breach of this Agreement by Cooperative Member.
- (b) In addition to membership fees, the Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under state or local law, local policy or rule, or within its business judgment.



5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Trustees. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, endorsement, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.
6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Trustees, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Trustees. Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.
7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided by this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.
8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and trade name are owned by the Texas Association of School Boards, Inc. and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of the BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. Cooperative Member will use the BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.



2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.
3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative.
4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Cooperative Member.
5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.
6. **Current Revenue.** The Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.
7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.
8. **Governance.** The Board of Trustees (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Cooperative Member represents and warrants to the Cooperative the following:
 - (a) It meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.
 - (b) The functions and services to be performed under the Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
 - (c) It possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.
 - (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - (e) All requirements – local or state – for a third party to approve, record or authorize the Agreement have been met.
11. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC., TEXAS ASSOCIATION OF COUNTIES, AND TEXAS MUNICIPAL LEAGUE) AND SERVICING CONTRACTOR (TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.) DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
12. **Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:
 - (a) Neither party waives any immunity from liability afforded under law;
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

- (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within 24 months of when the lawsuit or action was filed; and
- (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of the Cooperative's servicing contractor, endorsers and sponsors (including, but not limited to, the Texas Association of School Boards, Inc., Texas Association of Counties, Texas Municipal League, and educational service centers) up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's membership fee and purchase activity, within 24 months of the filing of any lawsuit or action.

- 13. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 14. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.
- 15. **Notice.** Any written notice to the Cooperative shall be made by first class mail, postage prepaid, and delivered to the BuyBoard Administrator, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. Notices to Cooperative Member may be made by first class mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor).
- 16. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 17. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile signature as if it were an original. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 18. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[Signature page follows.]



IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, accept this Agreement.

TO BE COMPLETED BY THE COOPERATIVE:

The LOCAL GOVERNMENT PURCHASING COOPERATIVE,
as acting on behalf of all other Cooperative Members

By: _____
Dan Troxell, Ph.D., Secretary

Date: _____

TO BE COMPLETED BY COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

(Name of Local Government)

By: _____
Signature of authorized representative of Cooperative Member

Date: _____

Printed name and title of authorized representative

Coordinator (Program Contact) for the Cooperative Member is:

Name

Title

Mailing Address

City
Texas, _____
(zip)

Telephone

Email



(/Home.aspx)

Texas Cooperative (/Texas.aspx)

About Us (/Texas/About-Us.aspx) How to Join (/Texas/How-to-Join.aspx) Resources (/Texas/Resources.aspx)

Home (<https://www.buyboard.com/Texas.aspx>)

About Us (<https://www.buyboard.com/Texas/About-Us.aspx>)

How to Join (<https://www.buyboard.com/Texas/How-to-Join.aspx>)

Resources (<https://www.buyboard.com/Texas/Resources.aspx>)

Home (/texas.aspx) > How to Join

Joining BuyBoard Is Free and Easy!

The Texas Cooperative is open to all local governments, and other political subdivisions in the state that are authorized to be a party to an interlocal cooperation agreement under the Interlocal Cooperation Act. The following entities must be members of the Texas Association of School Boards (TASB) to participate:

- Texas school districts including open enrollment and college/university charter schools
- Educational cooperatives
- Community colleges
- Central appraisal districts

Membership is *free* and as easy as completing one of the appropriate membership agreements:

- **Local governmental entities (including open enrollment and college/university charter schools) or other political subdivisions** located in Texas must complete the (/documentation/ipa-approved-01-23-08-(reformatted-01-26-2022).pdf)Interlocal Agreement (/documentation/ipa-approved-01-23-08-(reformatted-01-26-2022).pdf) (/documentation/ipa-approved-01-23-08-(reformatted-01-26-2022).pdf)(pdf).
- **Nonprofit entities** must complete the nonprofit subscriber agreement (/documentation/nonprofit_subscriber_agreement.aspx) (pdf).

While not eligible for Cooperative membership, TASB offers nonprofit, tax-exempt entities use of the BuyBoard through a nonprofit subscriber agreement.

If you are unsure about which agreement to sign, call us at 800-695-2919.

Email your executed agreement to membership (<mailto:membership@buyboard.com>)@buyboard.com (<mailto:info@buyboard.com>). (<mailto:membership@buyboard.com>)

As soon as you join, you can begin using the BuyBoard—and start saving time and money!

If you are outside the state of Texas and interested in joining the BuyBoard National Purchasing Cooperative, please refer to the National page (/join.aspx) for more information.

P.O. Box 400, Austin, Texas

78767-0400

Ph: 800.695.2919.

Email:info@buyboard.com

(<mailto:info@buyboard.com>)

Privacy Policy

(/BuyBoard/Privacy-

Policy.aspx).

Terms & Conditions of Use

(/BuyBoard/Terms-

Conditions-of-Use.aspx).

buyboard.com is the official

source of information on

BuyBoard-awarded

contracts.

Copyright 1995-2024 Texas



(<https://twitter.com/buyboardcoop>)



(<https://www.facebook.com/BuyBoardCoop/>)



(<https://www.linkedin.com/company/80198033>)



City of Hempstead

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

RESOLUTION

NO. 24-__

**RESOLUTION GRANTING A PERMIT TO MR. B. FIREWORKS
TO HAVE A SUPERVISED PUBLIC FIREWORKS DISPLAY
ON JULY 4, 2024, AT THE HEMPSTEAD CITY PARK**

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

“Mr. B Fireworks, Inc.” is hereby granted a permit to put on a supervised Public Fireworks Display at the Hempstead City Park on July 4, 2024, or rain date of July 7, 2024 in the area and under the conditions determined by appropriate City of Hempstead officials.

The operator of the supervised fireworks display must have the appropriate license or licenses granted by the State of Texas or the United States.

PASSED AND ADOPTED this the 1st day of April, A.D., 2024.

APPROVED:

Erica Gillum, Mayor

ATTEST:

Sabrina Alvarez, City Secretary

PROPOSAL FOR:
THE CITY OF HEMPSTEAD, TEXAS
ANNUAL FIREWORKS DISPLAY
JULY 4, 2024

Date: Thursday, July 4, 2024

Inclement weather date: July 7, 2024

Approximate time: 9:15 PM

Email: salvarez@hempsteadcitytx.gov

**Location: Hempstead City Park
230 Blasingame
Hempstead, Texas 77445**

This proposal is valid until April 1, 2024

Scope of Services:

Mr. B Fireworks, Inc. will provide:

- 1. An approximate 15 - 17 minute fireworks display.**
 - 2. The fireworks display will be fired electronically.**
 - 3. Provide all necessary equipment, labor and supervision to set up and dismantle the display.**
 - 4. Shell sizes shall be 3", 4", and 5" in diameter. No ground effects will be used.**
- a.) Quantity and size of shells as follows:**
- 1. 92 each – 3" assorted shells**
 - 2. 110 each – 4" assorted shells**
 - 3. 78 each – 5" assorted shells**
-

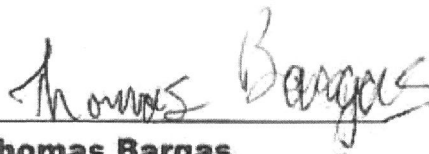
The finale will consist of:

- 1. 60 each – 3" assorted shells**
 - 2. 20 each – 3" Salute shells**
 - 3. 6 each – 5" assorted shells**
-
- 5. Display will consist of a variety of display shells including but not limited to: weeping gold, blue to crackling, pixie dust willow, brocade to silver waterfall, Tour Billion with crackling rain, Thousand Flowers with purple stars, Brocade with red pistil, Kamuros, strobes, salutes, sweeper shells, pagoda shells, ring shells, palm trees, and chrysanthemums. All in multiple colors of: orange, red, white, aqua, green, purple, gold, silver and blue. Majority of shells include rising gold tails.**
 - 6. Total cost is \$12,900.00. Your deposit is \$ 5,400.00 and the balance of \$ 7,500.00 due on or before the display.**
 - 7. Locate all unexploded shells at end of display.**
 - 8. Obtain all necessary permits for firing the display.**
 - 9. Display and storage of fireworks will comply with International Fire Code 209, Sect. 3008 and NFPA 1123 or NFPA 1126.**
 - 10. Aerial site plan with fallout area, location of buildings if any, and showing spectator location and parking will be**

provided. Also included will be safety perimeter distances.

- 11. Approximate arrival time will be 4 hours prior to display time. Fireworks will be set up at the display site selected and approved by Mr. B and Hempstead Fire Marshal.**
- 12. One million dollar commercial general liability insurance will be provided showing the City of Hempstead as additional insured. Five million dollar Business automobile liability insurance.**
- 13. Deposit policy is as follows: Forty Percent (40%) deposit is required at time of booking.**
 - If display is cancelled 45 days prior to display date then the deposit is fully refundable or can be used for next years show.**
 - If display is cancelled 7-30 days prior to display you will forfeit 25% of your deposit unless you schedule another display for later this year.**
 - If the display is cancelled less than 7 days from day of display you will forfeit 50% of your deposit.**
- 14. Fireworks can be fired in light rain. In case of inclement weather, then the Mr. B pyrotechnician in charge will confer with the City of Hempstead responsible party and the Hempstead Fire Marshal and together make a recommendation as whether to postpone the display until inclement weather subsides or to reschedule the display until the rain date.**

SUBMITTED BY:



Date: March 1, 2024

Thomas Bargas

MR. B FIREWORKS, INC.

Schulenburg, Texas 78956

Phone: 979-561-6713

e-mail: tbargas@cvctx.com

teasipper1950@gmail.com

Approved By:

City of Hempstead, Texas

Date: _____

MR. B FIREWORKS, INC.

March 1, 2024

Sold to: City of Hempstead, Texas

INVOICE

Class 'B' Fireworks Display July 4, 2024	\$ 12,900.00
Deposit (Required to book Display)	\$ <u>5,400.00</u>
Balance Due by July 4, 2024	\$ 7,500.00



City of Hempstead

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

RESOLUTION NO. 24-_____

ESTABLISHING A POLICY FOR THE CITY OF HEMPSTEAD BUSINESS PARK, TO PROVIDE FOR CITY MOWING AND MAINTENANCE OF PROPERTY OWNED BY THE HEMPSTEAD ECONOMIC DEVELOPMENT CORPORATION; MAKING FINDINGS AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, under the Charter of the City of Hempstead, the City Council has control of the public grounds of the City, including the City of Hempstead Business Park (the “Business Park”) ; and,

WHEREAS, the City Council finds that the Business Park includes real property held by the City of Hempstead Economic Development Corporation for economic development purposes; and,

WHEREAS, the City Council finds that the City may establish and provide for the administration of programs to provide services to promote economic development under Section 380.001(a) Local Government Code, **NOW, THEREFORE**,

BE IT RESOLVED 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 in order to promote economic development in the City, the Mayor is authorized to direct that within the Business Park, the City provide maintenance services, including mowing, to the real property owned by the Hempstead Economic Development Corporation.

PASSED AND APPROVED this the 1st day of April, A.D., 2024.

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

ORDINANCE NO. 24-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS AMENDING ORDINANCE NO. 23-112 WHICH WILL AMEND THE CITY BUDGET FOR THE 2023-2024 FISCAL YEAR AND AUTHORIZING AMENDED REVENUES AND EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, on or about September 15, 2023, the City Council of the City of Hempstead, Texas, adopted Ordinance No. 23-112 approving its Budget for the 2023-2024 Fiscal Year (“Budget”); and

WHEREAS, the City Council has now determined it to be in the best interests of the City to amend this Ordinance as presented herein; and

WHEREAS, this amendment was prepared and presented to the City Council as prescribed and in accordance with applicable law; now, therefore,

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

PART 1: That Ordinance No. 23-112 is hereby amended by amending the 2023-2024 Budget adopted thereto as further detailed in Exhibit “A” attached hereto and incorporated herein for all purposes.

PART 2: That this amendment to the Budget shall be attached to and made a part of the 2023-2024 Budget.

PART 3: That except as amended hereby and any prior amendments, the Budget shall remain in effect in accordance with its terms.

PART 4: That this ordinance shall become effective immediately after passage and approval.

PASSED and APPROVED this 1st day of April 2024

ATTEST:

APPROVED:

Sabrina Alvarez, City Secretary

Erica Gillum, Mayor

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: March 5, 2024

This contract agreement is between:

Artist: Leon Chavis aka Leon Chavis and the Zydeco Flames

Purchaser: City of Hempstead

Date of Event: April 26, 2024

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

Time of Engagement: 7:00pm-10:00pm

Venue: City of Hempstead Gazebo

Location: 1125 Austin St., Hempstead, Tx 77445

Compensation agreed upon: \$4,500

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 \$2,250 and NO CENTS shall be received no later than March 20, 2024. The deposit can be sent via Cash App at \$LeonChavis. 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 \$2,250 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 separate 20 amp breakers of electricity.

ACCOMMODATIONS: Cover must be waived for one guest accompanying the ARTIST and each BAND MEMBER. A reasonable amount 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 discuss 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 27th 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:

ARTIST

DATE:



February 29, 2024

Mayor Erica Gillam
City of Hempstead
1125 Austin Street
Hempstead, Texas 77445

Reference: Proposal to Perform Additional Professional Engineering Services for an Asphalt Roadway Rehabilitation Program for the City of Hempstead
IDS Project No. 2384-001-00

Dear Mayor Gillam:

As requested by the City of Hempstead (City), IDS Engineering Group, Inc. is pleased to present this proposal for additional professional engineering services in support of the ongoing asphalt roadway rehabilitation program for the City. Based on information provided by the City the three street segments to be included in the program are Calvit Street from 2nd to 10th Street, 9th Street from Rice to Brazos, and Bremond Street from 3rd to 5th Street.

Scope of Work

Engineer will prepare a project manual for bidding the project including incorporating the City's standard pavement details, aerial exhibits of the proposed roadway segments, bid proposal form and specifications for an Asphalt Roadway Rehabilitation Program. Prepare cost estimates based on identified projects utilizing standard contract bid items. Engineer will coordinate with the City to incorporate City documents and forms into the project manual for bidding the project.

City will be responsible for advertising and bidding the project. Engineer will support the City by participating in a pre-bid meeting is requested, answering bidders questions, developing addenda as needed and reviewing bids. The Engineer will coordinate with the Contractor throughout the construction process to address questions and periodically visit the site to monitor contractor work progress and quality.

SERVICES NOT INCLUDED (Additional Proposals can be prepared at City's request)

- Survey including Boundary and Topographic Survey.
- Construction administration and observation.
- Geotechnical Investigations, Fault Studies, Traffic Impact Analysis, Phase I Environmental Reports, Wetland Studies, and Endangered Species Investigations are not included in these services. IDS does not perform these services, but can provide recommendations, upon request, of consultant firms that perform these services.

Mayor Erica Gillam
City of Hempstead
February 29, 2024
Page 2

Compensation

The following fees and hours are provided below for the scope of services described above. These services will be invoiced monthly based on progress reported by us, subject to your verification.

Design and Bid Phase Services	\$10,900 (Hourly)
Construction Phase Services	\$8,500 (Hourly)

We propose to provide these services on an **Hourly Basis not to exceed \$19,400**. These services will be invoiced monthly based on effort expended.

We appreciate the opportunity to submit this proposal to you and look forward to working with you on this project. Please countersign this proposal below to indicate agreement with its terms. Should you have any questions or need additional information in support of this proposal, please contact me.

Respectfully submitted,



Carol D. Harrison, P.E., PMP, ENV SP
Director of Public Works



Travis Sellers, P.E., ENV SP
Senior Vice President

Accepted By: _____

Name: _____

Title: _____

Date: _____

X:\2300\238400100 Asphalt Pavement Improvements 2021\PM\010 Proposal\Hempstead Asphalt Pavement Rehabilitation 2021 Additional Services Proposal - 02-29-2024.docx



TBPE F-2726

TBPLS 10110700