

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 4th day of March, 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. Proposed Annexation of an approximately thirty-three tract of land situated in the Josph Baker Survey, Abstract No.11 in Waller County, Texas being a residue of called 285 acre tract described in a deed date June 1889 and recorded in Volume 11, Page 285 of the official records of Waller County, Texas being a portion of the land described in a general warranty deed from Duella Sue Templet, ET Al to the Lauraine Group recorded in Volume 463, Page 331 of the deeds records of Waller County.
 - B. Consideration and action on an Ordinance annexing the hereinafter described territory to the City of Hempstead, Waller County, Texas, and extending the boundary limits so as to include an approximately thirty-three acre tract of land within the city limits; granting to all the inhabitants of said property all the rights and privileges of other citizens and binding said inhabitants by all of the acts, ordinances, resolutions, and regulations of Hempstead; and adopting a service plan or agreement.
5. A Resolution of the City Council of the City of Hempstead, Texas approving a Project for the sale of 14.9 acres of land to H-E-B, L.P; Establishing March 18, 2024, and April 1, 2024, for the City Council Public Hearings regarding the Project; Authorizing the City Secretary to publish notice of such public hearings; making findings and containing other provisions related to the subject.
6. Presentation and discussion from Ben Rosenberg on Tax Notes, Series 2024.
7. Consideration and action on Consulting Agreement with Alan Younts for the City of Hempstead.
8. Consideration and action on Special Council Engagement for Legal Services from Denton Navarro Rodriguez Bernal Santee & Zech P.C.(DNRBSZ)] Attorneys & Counselors at Law-City of Hempstead.
9. Consideration, discussion, and action on proposed amendments to the Rules and Regulations for the City of Hempstead Cemeteries.

10. Consideration and action on a Bike Race Permit from USA Cycling for a Bike Race to be held on May 4, 2024.
11. Presentations:
 - A. Mayor Reports
 1. Update on Splashpad
 2. Public Funds Investment Act March 14th-15th Waco, TX
 3. ARCIT Conference April 3rd-4th, 2024, Grandbury, TX
 4. Vandalism at City Park
 5. Street Resurfacing Update
 - B. Councilmembers Reports-
 1. Nora Hodges-Hempstead Recreation Center is now officially listed on the "Silver & Fit" website as a standard fitness center. Members enrolled in Cigna, United Health Care,
12. Adjourn City Council Meeting.

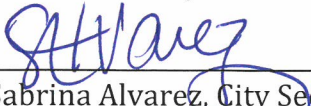
The City Council of the City of Hempstead reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real 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.

Dated this the 1st 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 1st, 2024 at 2:15 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 1st 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 4th day of March 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 4th day of March 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



City of Hempstead

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

ORDINANCE NO. 24-

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF HEMPSTEAD, WALLER COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS SO AS TO INCLUDE AN APPROXIMATELY THIRTY-THREE ACRE TRACT OF LAND WITHIN THE CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF HEMPSTEAD; AND ADOPTING A SERVICE PLAN OR AGREEMENT.

WHEREAS, the City of Hempstead, Waller County, Texas, ("City") is a home-rule municipality which is authorized to annex additional territory pursuant to Chapter 43 Texas Local Government Code including Subchapter C-4/Annexation of Areas with Population of Less than 200 by Petition; as well as further authorized pursuant to its home rule charter, Article I. Incorporation, Section 1-Corporate Powers; and

WHEREAS, the City has received a petition from the sole landowner and resident of an approximately thirty-three (33) acre tract of land as further described in said petition attached hereto as Exhibit "A" (the "Property") requesting the City annex its Property; and

WHEREAS, the petition and all documents and procedures prescribed by the applicable law have been met including those recited above with respect to the Property, now therefore

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

1. The facts and recitations set forth in the preamble of this Ordinance are incorporated herein and declared true and correct.
2. The Property is hereby annexed to the City of Hempstead, Waller County, Texas, and the boundary limits of the City of Hempstead be and the same are hereby extended to include the above described Property within the city limits of the City of Hempstead, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Hempstead, and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.
3. A service plan or agreement for the area is hereby adopted and attached as Exhibit "B."

4. The City Secretary is hereby directed to file with the County Clerk of Waller County, Texas, a certified copy of this Ordinance and to take any and all other action as may be necessary or required following adoption of this Ordinance.

PASSED, APPROVED, AND ADOPTED this the 4th day of March 2024.

APPROVED:

Erica Gillum, Mayor

ATTEST:

Sabrina Alvarez
City Secretary

EXHIBIT C
Agreement for the Provision of Services Upon Annexation
(Service Plan)

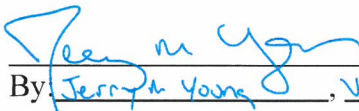
The City of Hempstead, Texas, will provide for the extension of municipal services into the Property annexed in accordance with the following schedule:

1. POLICE PROTECTION: Immediately upon annexation. Service will be provided to all residents of the annexed area on the same basis as those residents currently living within the City limits.
2. FIRE PROTECTION: Immediately upon annexation. Service will be provided on the same basis as those residents currently living within the City limits.
3. EMERGENCY MEDICAL SERVICES: Services for emergency medical needs are currently provided by Waller County EMS for City residents and properties.
4. SOLID WASTE COLLECTION: Immediately upon annexation, all residents/businesses within the annexed area will be available and provided with solid waste collection; cost to be at the prevailing rates of the City.
5. OPERATE ON AND MAINTENANCE OF WATER AND WASTEWATER FACILITIES: Immediately upon annexation, services will be available and provided on the same basis as those residents currently living within the City limits on properties with similar characteristics.
6. OPERATION AND MAINTENANCE OF ROADS AND STREETS, INCLUDING LIGHTING: Immediately upon annexation, services will be available and provided on the same basis as those residents currently living within the City limits on properties with similar characteristics.
7. PARKS, PLAYGROUNDS AND SWIMMING POOLS: The City parks and all recreational facilities will be available for use by residents of the annexed area, beginning on the effective date of the annexation ordinance.
8. NATURAL GAS: Immediately upon annexation, services will be available and provided on the same basis as those residents currently living within the City limits on properties with similar characteristics.
9. ELECTRICAL SERVICE: Immediately upon annexation, services will be available and provided on the same basis as those residents currently living within the City limits on properties with similar characteristics.
10. CODE ENFORCEMENT SERVICES:

- a. Enforcement of the City's ordinances will be provided within the annexed area on the effective date of the annexation ordinance.
 - b. Complaints of ordinance violations or other code violations within the annexed area will be answered and investigated as of the effective date of the annexation ordinance.
 - c. Animal Control services will be provided to those areas within the annexed area on the effective date of the annexation ordinance using existing personnel and equipment.
7. MISCELLANEOUS: General municipal administration and administrative services of the City shall be available to the annexed area beginning with the effective date of the annexation ordinance.

SIGNED and EXECUTED this 28, day of February 2024.

LANDOWNER:


By: Jerry M. Young, VP/General Counsel (name, title)
On behalf of FL Timber, LLC.

PETITION FOR VOLUNTARY ANNEXATION
INTO THE CORPORATE BOUNDARY OF THE
CITY OF HEMPSTEAD, TEXAS

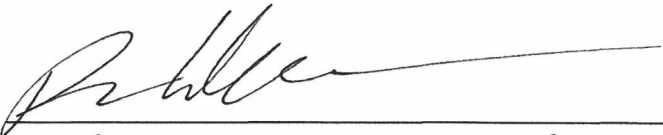
TO: The Mayor and Governing Body of the City of Hempstead, Texas:

The undersigned being all the owner(s) of the hereinafter described tract of land which is contiguous to the City of Hempstead ("City"), one-half mile or less in width, is vacant and without any residents who are registered voters, hereby petition the City to be annexed into the City, thereby extending the present City limits. The subject tract of land is further described in detail along with a map as attached Exhibit "A" hereto and incorporated herein by reference.

There being no other landowners nor registered voters, the undersigned hereby waives the 180 day period set out under Section 43.0685 Texas Local Government Code and grants consent to the City to proceed immediately with annexation of the subject tract, as there are no additional signatures to be added to this petition.

The current use of the subject tract is: Undeveloped.

LANDOWNER and REGISTERED VOTER (if applicable):

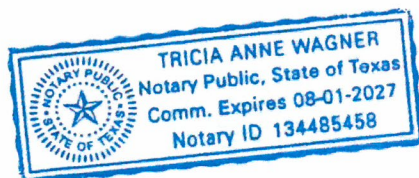
BY: 
B. WALLACE EMP

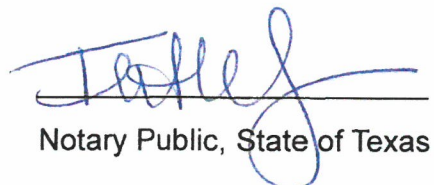
(for individual)

STATE OF TEXAS

COUNTY OF WALLER Harris

The instrument was acknowledged before me by Ben Wallace, and
_____ on the 1st day of Feb, 2024.




Notary Public, State of Texas



City of Hempstead

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

RESOLUTION 24-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS, APPROVING A PROJECT FOR THE SALE OF 14.9 ACRES OF LAND TO H-E-B, L.P.; ESTABLISHING MARCH 18, 2024, AND APRIL 1, 2024, FOR CITY COUNCIL PUBLIC HEARINGS REGARDING THE PROJECT; AUTHORIZING THE CITY SECRETARY TO PUBLISH NOTICE OF SUCH PUBLIC HEARINGS; MAKING FINDINGS AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the Hempstead Economic Development Corporations (the “EDCs”) have received a proposed contract for the purchase by H-E-B, L.P, of 14.9 acres of land owned by the EDCs (the “Project”); and,

WHEREAS, the EDCs selected, and authorized an independent appraisal of the value of the Land, a copy of such appraisal is attached hereto as Exhibit A and made a part hereof; and,

WHEREAS, the City Council has received the approval of the proposed Project from the EDCs, and desires to set a date and time for two public hearings on the Project;

NOW, THEREFORE,

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

Section 1. The City Council hereby approves the proposed Project, and sets the dates of March 18, 2024 and April 1, 2024 at 6 o'clock p.m. for a public hearing before the City Council on the proposed project as required by law.

Section 2. The City Secretary is authorized and directed to publish notice of such public hearings in a newspaper of general circulation in the City of Hempstead, Texas.

PASSED and APPROVED this the ____4th____ day of March, 2024.

Erica Gillum
Mayor

Attest:

Sabrina Alvarez
City Secretary

City of Hempstead, Texas

City Council Meeting Tax Notes, Series 2024

Update and Discussion

March 4, 2024

*Ben J. Rosenberg
U.S. Capital Advisors LLC
300 W. 6th Street, Suite 1900
Austin, Texas 78701
512.813.1104 (direct)
brosenberg@uscallc.com*



US Capital Advisors

Austin

Houston

Dallas

Financing Instrument Review

Our Goal

Provide the highest level of service to our clients by listening to their individual needs, reviewing all financing strategies and recommending the best solutions and strive to obtain the lowest possible issuance costs and interest rates for the then-current market.

Public Finance

Financing Instruments Commonly Used by Governmental Entities:

General Obligation Bonds

Certificates of Obligation

Tax Notes

Revenue Bonds – Surplus or Net Revenue Pledge

Contractual Obligations

Time Warrants

Refunding Bonds

Lease Purchase Obligations

Method of Finance

Competitive vs Negotiated Method of Sale

Private / Direct Placement

Federal or State Agency Financing – USDA / TWDB

1/5/2018

General Fund History, Proprietary Fund History and Existing Debt Service

City of Hempstead, Texas
Historical Operations of the General Fund

	Fiscal Year End September 30,						
	2022	2021	2020	2019	2018	2017	2016
Revenues							
Property taxes	\$ 1,888,786	\$ 1,731,182	\$ 1,510,095	\$ 1,323,838	\$ 1,163,120	\$ 1,067,896	\$ 887,027
Sales taxes	1,656,840	1,483,553	1,335,765	1,393,015	1,201,287	1,236,481	1,221,666
Hotel occupancy tax	31,574	30,297	42,610	45,418	36,422	40,586	58,380
Franchise fees and other	83,838	75,128	65,271	64,761	61,595	61,727	57,814
Permits and fees	203,063	88,013	126,099	229,827	58,157	51,634	50,264
Fines and forfeitures	273,762	193,669	176,554	152,545	143,678	285,818	304,864
Charges for services	173,590	165,810	163,043	135,690	156,420	161,362	152,539
Charges for solid waste	989,547	916,793	890,819	804,704	833,689	807,351	806,097
Intergovernmental	145,412	356,133	314,594	63,203	173,010	723,912	-
Investment earnings	2,383	1,259	2,565	-	-	1,614	1,460
Other revenue	54,980	52,366	71,099	63,370	75,432	32,392	49,397
Total Revenues	5,503,775	5,094,203	4,698,514	4,276,371	3,902,810	4,470,773	3,589,508
Expenditures							
Current:							
General government	1,672,718	1,512,962	1,144,955	1,219,433	1,070,013	924,453	829,915
Public safety	3,023,218	2,484,579	2,518,678	2,473,199	2,423,007	2,173,354	2,049,869
Public works	2,677,529	2,353,135	2,212,541	2,131,049	2,273,277	2,015,601	1,562,920
Animal control	-	-	-	18,677	-	48,806	44,481
Parks and recreation	556,678	486,184	659,165	519,445	521,903	1,235,801	1,023,506
Grant expenditure	-	-	-	-	-	572,116	-
Debt Service:							
Principal	93,940	115,659	145,839	109,629	86,387	79,290	108,173
Interest and other charges	8,804	19,720	17,201	5,466	7,249	8,393	17,009
Capital Outlay	-	-	-	-	-	139,361	895,824
Total Expenditures	8,032,887	6,972,239	6,698,379	6,476,898	6,381,836	7,197,175	6,531,697
Excess (deficiency) of revenues over (under) expenditures	(2,529,112)	(1,878,036)	(1,999,865)	(2,200,527)	(2,479,026)	(2,726,402)	(2,942,189)
Other Financing Sources (Uses)							
Transfers in	2,257,936	2,233,478	1,886,006	2,580,184	1,940,746	2,375,000	2,700,000
Proceeds from sale of capital assets	419,043	-	76,280	65,999	-	127,304	-
Transfers out	-	-	-	(50,000)	(52,000)	-	-
Capital lease proceeds and Notes proceeds	557,206	70,176	156,578	186,544	24,124	-	411,015
Total Other Financing Sources (Uses)	3,234,185	2,303,654	2,118,864	2,782,727	1,912,870	2,502,304	3,111,015
Net change in fund balances	705,073	425,618	118,999	582,200	(566,156)	(224,098)	168,826
Fund balances - beginning	\$ 757,293	\$ 331,675	\$ 212,676	\$ (369,524)	\$ 250,352	\$ 474,451	\$ 199,434
Prior period adjustment	-	-	-	-	(53,720)	-	106,191
Fund balances - ending	\$ 1,462,366	\$ 757,293	\$ 331,675	\$ 212,676	\$ (369,524)	\$ 250,353	\$ 474,451
Fund balance as a percentage of expenses	18%	11%	5%	3%	-6%	3%	7%

City of Hempstead, Texas
Historical Operations of the Proprietary Funds

	Fiscal Year End September 30,						
	2022	2021	2020	2019	2018	2017	2016
Operating Revenues							
Charges for services	\$ 9,971,223	\$ 8,593,354	\$ 8,512,724	\$ 8,679,969	\$ 9,099,993	\$ 8,368,783	\$ 8,360,608
Penalties and reconnect fees	175,021	147,906	138,817	185,364	199,825	188,168	197,453
Tap Fees	111,403	48,552	41,800	43,590	21,516	21,200	17,531
Other	142,682	34,410	5,845	10,165	6,290	25,406	15,804
Total Operating Revenues	10,400,329	8,824,222	8,699,186	8,919,088	9,327,624	8,603,557	8,591,396
Operating Expenses							
Salaries	873,794	1,037,376	1,019,370	1,000,855	998,916	971,472	873,657
Employee benefits	-	559,841	427,025	441,793	375,783	476,270	357,871
Contractual services	278,103	39,127	67,821	45,092	41,194	4,137	4,552
Wholesale utility purchases	3,782,411	3,410,767	3,242,261	3,503,302	3,507,037	3,030,852	3,299,568
Repairs and maintenance	375,933	408,620	332,253	263,684	400,432	697,700	534,579
Supplies	167,236	94,958	118,896	80,266	101,050	59,237	68,848
Telephone and utilities	13,323	24,200	24,453	30,285	34,150	37,498	55,535
Insurance	49,289	48,028	45,243	42,573	38,646	40,029	32,207
Travel, fees and dues	48,090	37,920	43,075	43,056	33,422	34,697	48,851
Other	45,408	60,889	52,319	72,017	56,513	16,350	2,955
Depreciation	932,116	930,707	931,416	954,358	949,950	908,555	719,262
Total Operating Expenses	6,565,703	6,652,433	6,304,132	6,477,281	6,537,093	6,276,797	5,997,885
Operating Income	3,834,626	2,171,789	2,395,054	2,441,807	2,790,531	2,326,760	2,593,511
Non-Operating Revenue (Expenses)							
Intergovernmental	192,058	289,658	222,100	25,725	388,484	84,561	-
Investment income	2,480	3,191	5,129	4,671	3,289	4,476	3,295
Interest expense	(42,434)	(55,762)	(50,412)	(76,694)	(49,189)	(55,664)	(46,339)
Proceeds from sales of capital assets	-	-	-	17,050	-	-	-
Total Non-Operating Revenues (Expenses)	152,104	237,087	176,817	(29,248)	342,584	33,373	(43,044)
Income before transfers	3,986,730	2,408,876	2,571,871	2,412,559	3,133,115	2,360,133	2,550,467
Transfers							
Transfers in / grants / Capital Contributions	679,614	-	-	50,000	-	42,338	86,926
Transfers out	(3,118,408)	(3,110,393)	(2,763,848)	(3,454,918)	(2,819,126)	(3,401,112)	(3,184,254)
Total Transfers - net	(2,438,794)	(3,110,393)	(2,763,848)	(3,404,918)	(2,819,126)	(3,358,774)	(3,097,328)
Change in net position	1,547,936	(701,517)	(191,977)	(992,359)	313,989	(998,641)	(546,861)
Net position - beginning	15,036,559	15,738,076	15,930,053	16,922,412	17,003,348	18,001,989	18,548,850
Prior period adjustment	-	-	-	-	(394,925)	-	-
Net position - ending	\$ 16,584,495	\$ 15,036,559	\$ 15,738,076	\$ 15,930,053	\$ 16,922,412	\$ 17,003,348	\$ 18,001,989

Number of Active Customer Connections 3500

	Fiscal Year End September 30,						
	2022	2021	2020	2019	2018	2017	2016
Net Revenues							
Total operating revenues	\$ 10,400,329	\$ 8,824,222	\$ 8,699,186	\$ 8,919,088	\$ 9,327,624	\$ 8,603,557	\$ 8,591,396
Total operating expenses	6,565,703	6,652,433	6,304,132	6,477,281	6,537,093	6,276,797	5,997,885
Income (loss) from operations	3,834,626	2,171,789	2,395,054	2,441,807	2,790,531	2,326,760	2,593,511
Add Back - Depreciation expense *	932,116	930,707	931,416	954,358	949,950	908,555	719,262
Deduct - Operating Transfers	(3,118,408)	(3,110,393)	(2,763,848)	(3,454,918)	(2,819,126)	(3,401,112)	(3,184,254)
Net Revenues Available for Debt Service	\$ 1,648,334	\$ (7,897)	\$ 562,622	\$ (58,753)	\$ 921,355	\$ (165,797)	\$ 128,519

City of Hempstead, Texas
Listing of Outstanding Debt - as of 10/1/2023

Combination Tax & Revenue CO's, Series 2014										Combination Tax and Revenue CO's, Series 2014B										GO Refunding Bonds, Series 2017										Certificates of Obligation												
Debt Holder: USA - Rural Utilities Service (USDA)					Debt Holder: Private Placement - Regions Equip Finance Corp					Debt Holder: Private Placement Transaction - Texas Capital Bank Placement Agent - Hutchison, Shockley, Erley & Co					Debt Holder: The Baker Group																											
FYE	9/30	Principal	Coupon	Interest	Total	Principal	Coupon	Interest	Total	Principal	Coupon	Interest	Total	Principal	Coupon	Interest	Total	FYE	9/30	Principal	Coupon	Interest	Total	Principal	Coupon	Interest	Total	Principal	Coupon	Interest	Total											
	2024	\$	40,000	2.125%	\$	40,004	\$	40,004	\$	80,004	\$	40,004	2.955%	\$	64,271	\$	224,271	\$	545,000	2.750%	\$	106,081	\$	651,081	\$	140,000	3.000%	\$	133,500	\$	273,500	2024	\$	885,000	\$	343,856	\$	1,228,856				
	2025		45,000	2.125%		39,001		39,001		84,001		165,000	2.955%		59,469		224,469		555,000	2.750%		90,956		645,956		145,000	3.000%		129,225		274,225	2025		910,000		318,651		1,228,651				
	2026		45,000	2.125%		38,095		38,095		83,095		170,000	2.955%		54,520		224,520		575,000	2.750%		75,419		650,419		145,000	3.000%		124,875		269,875	2026		935,000		292,908		1,227,908				
	2027		45,000	2.125%		37,138		37,138		82,138		175,000	2.955%		49,422		224,422		590,000	2.750%		59,400		649,400		150,000	3.000%		120,450		270,450	2027		960,000		266,411		1,226,411				
	2028		45,000	2.125%		36,227		36,227		81,227		180,000	2.955%		44,177		224,177		605,000	2.750%		42,969		647,969		155,000	3.000%		115,875		270,875	2028		985,000		235,248		1,224,248				
	2029		50,000	2.125%		35,128		35,128		85,128		185,000	2.955%		38,784		223,784		620,000	2.750%		26,125		646,125		160,000	3.000%		111,150		271,150	2029		1,015,000		211,187		1,226,187				
	2030		55,000	2.125%		34,058		34,058		89,058		190,000	2.955%		37,415		227,415		640,000	2.750%		8,800		648,800		165,000	3.000%		106,275		271,275	2030		1,050,000		186,548		1,236,548				
	2031		50,000	2.125%		32,942		32,942		82,942		190,000	2.955%		35,203		225,203		-	-	-	-		-		170,000	3.000%		101,250		271,250	2031		410,000		169,395		579,395				
	2032		50,000	2.125%		31,919		31,919		81,919		200,000	2.955%		27,861		227,861		-	-	-	-		-		175,000	3.000%		96,075		271,075	2032		425,000		155,855		580,855				
	2033		50,000	2.125%		30,777		30,777		80,777		205,000	2.955%		27,861		227,861		-	-	-	-		-		180,000	3.000%		90,750		270,750	2033		435,000		141,764		576,764				
	2034		55,000	2.125%		29,702		29,702		84,702		215,000	2.955%		20,237		225,237		-	-	-	-		-		185,000	3.000%		85,275		270,275	2034		455,000		127,307		582,307				
	2035		55,000	2.125%		28,533		28,533		83,533		220,000	2.955%		12,330		227,330		-	-	-	-		-		195,000	3.000%		79,575		274,575	2035		470,000		112,249		582,249				
	2036		55,000	2.125%		27,398		27,398		82,398		-	-		4,142		224,142		-	-	-	-		-		200,000	3.000%		73,650		273,650	2036		255,000		101,048		356,048				
	2037		60,000	2.125%		26,109		26,109		86,109		-	-		-		-		-	-	-		-		210,000	3.000%		61,350		271,350	2037		265,000		95,684		358,684					
	2038		60,000	2.125%		24,868		24,868		84,868		-	-		-		-		-	-	-		-		215,000	3.000%		54,975		269,975	2038		270,000		86,218		356,218					
	2039		60,000	2.125%		23,593		23,593		83,593		-	-		-		-		-	-	-		-		225,000	3.000%		48,375		273,375	2039		275,000		78,568		353,568					
	2040		60,000	2.125%		22,345		22,345		82,345		-	-		-		-		-	-	-		-		230,000	3.000%		41,550		271,550	2040		285,000		70,720		355,720					
	2041		65,000	2.125%		20,963		20,963		85,963		-	-		-		-		-	-	-		-		240,000	3.000%		34,500		274,500	2041		295,000		62,513		357,513					
	2042		65,000	2.125%		19,609		19,609		84,609		-	-		-		-		-	-	-		-		245,000	3.000%		27,225		272,225	2042		305,000		54,109		359,109					
	2043		65,000	2.125%		18,228		18,228		83,228		-	-		-		-		-	-	-		-		255,000	3.000%		19,725		274,725	2043		310,000		45,453		355,453					
	2044		65,000	2.125%		16,867		16,867		81,867		-	-		-		-		-	-	-		-		260,000	3.000%		12,000		272,000	2044		320,000		36,592		356,592					
	2045		70,000	2.125%		15,392		15,392		85,392		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
	2046		70,000	2.125%		13,925		13,925		83,925		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
	2047		70,000	2.125%		12,437		12,437		82,437		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
	2048		75,000	2.125%		10,910		10,910		85,910		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
	2049		75,000	2.125%		9,291		9,291		84,291		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
	2050		75,000	2.125%		7,710		7,710		82,710		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
	2051		80,000	2.125%		6,063		6,063		86,063		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
	2052		80,000	2.125%		4,368		4,368		84,368		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
	2053		85,000	2.125%		2,606		2,606		87,606		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
	2054		80,000	2.125%		857		80,857		80,857		-	-		-		-		-	-	-		-		-	-	-	-	-	-	-	-	-	-	-	-	-					
		\$	1,900,000		\$	697,059		\$	2,597,059		\$	2,255,000		\$	447,832		\$	4,130,000		\$	409,750		\$	4,539,750		\$	4,520,000		\$	1,739,250		\$	6,259,250		\$	12,805,000		\$	3,293,892		\$	16,098,892
		Call Date: Any date at par										Call Date: 1/1/2025										Call Date: 1/1/2023										Call Date: 1/1/2031										

List of Equipment

City of Hempstead, Texas
Capital Outlay Items - Budget 2023-24
Tax Credits Equipment Request
(Revised 2.1.24 and again 2.28.24)

ELECTRICAL DEPT:

Small Bucket Truck - \$160,000	\$	160,000
Wire Trailer - \$30,000		30,000

GROUNDS DEPT.:

Zero Turn Mower -\$45,000	45,000
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STREET DEPT:

Mowing Tractor-\$120,000	120,000
Dump Truck NON CDL-70,000	70,000
Backhoe – 100,000	100,000
Chipper Truck-100,000	100,000

WATER DEPT:

Mini Excavator-62,000	62,000
Trailer-\$7,000	7,000
Truck (Tool,3/4 Ton)-40,000	40,000

WASTEWATER DEPT:

Line inspection Camera-\$12,000	12,000
Sewer Line Jet Machine-\$85,000	85,000
Compact Track Loader-\$60,000	60,000

GAS DEPT:

Backhoe-\$100,000	100,000
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WAREHOUSE:

Forklift-\$60,000	60,000
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BUILDING DEPARTMENT:

Drone – 1,000	1,000
Metal Detector-500.00	500

PARK & RECREATION CENTER:

Zero Turn Mower-15,000	15,000
All Terrain Vehicle-15,000	15,000

POLICE DEPT:

2 Police SUV's (Tahoe) – \$120, 000	120,000
All-Terrain Vehicle- \$15,000	15,000

ADMINISTRATION:

Vehicle-\$25,000 (Small Sedan)	25,000
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INFORMATION TECHNOLOGY:

Vehicle (SUV) – 30,000	30,000
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TOTAL: \$1,272,500	\$	1,272,500
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Estimated Cost of Issuance	82,500
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Borrowing Estimate	\$ 1,355,000
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Tax Rate Analysis

City of Hempstead



Tax Rate Analysis

Tax Notes, Series 2024

March 4, 2024



U.S. Capital Advisors

Ben J. Rosenberg
US Capital Advisors LLC
300 W. 6th Street, Suite 1900
Austin, Texas 78701
512-813-1104 Direct

City of Hempstead

Tax Rate Analysis

Growth in Assessed Valuation

Fiscal Year	Historical Assessed Value			Tax Year
	Ending	Assessed Valuation	% Change	
2002	\$	141,895,835		2001
2003		148,017,870	4.3%	2002
2004		143,798,923	-2.9%	2003
2005		147,248,105	2.4%	2004
2006		158,190,678	7.4%	2005
2007		173,816,778	9.9%	2006
2008		174,147,971	0.2%	2007
2009		184,454,674	5.9%	2008
2010		194,914,635	5.7%	2009
2011		185,166,263	-5.0%	2010
2012		189,775,047	2.5%	2011
2013		190,675,154	0.5%	2012
2014		193,454,495	1.5%	2013
2015		203,840,296	5.4%	2014
2016		215,161,995	5.6%	2015
2017		230,619,841	7.2%	2016
2018		248,075,287	7.6%	2017
2019		251,892,761	1.5%	2018
2020		284,121,018	12.8%	2019
2021		320,530,040	12.8%	2020
2022		349,926,885	9.2%	2021
2023		431,837,361	23.4%	2022
2024		497,818,489	15.3%	2023

10-Year Average Growth Rate: 10.1%

5-Year Average Growth Rate: 14.7%



U.S. Capital Advisors

**City of Hempstead
Tax Rate Information**

Tax Rate Distribution					
Tax Year	2023	2022	2021	2020	2019
M&O	\$ 0.5077	\$ 0.4663	\$ 0.5323	\$ 0.5251	\$ 0.5249
Debt Service Fund	0.0750	0.0863	0.0286	0.0011	0.0013
Total	\$ 0.5827	\$ 0.5526	\$ 0.5609	\$ 0.5262	\$ 0.5262

2023

Overlapping Jurisdictions	Tax Rate
Hempstead ISD	\$ 0.9513
Waller County	0.4989
Waller ISD	1.1092
City of Hempstead	\$ 0.5827

Source: Municipal Advisory Council (MAC) of Texas website.



U.S. Capital Advisors

City of Hempstead Tax Rate Analysis

Tax Rate Analysis

Fiscal Year Ending 30-Sep	Taxable Assessed Valuation*	Assumed Growth Rate	Outstanding Debt Service	Self Supporting Debt Service	Less Total Debt Service	Includes CO's, Series 2021		Tax Rate 95 (0%) Collections	Tax Year Ending
						Project Fund Tax Notes Series 2023 @ 4.75%	Total Debt Service		
2023	\$ 497,818,489	-	\$ -	\$ -	\$ -	\$1,272,500	-	-	2022
2024	532,665,783	7.0%	1,228,856	955,356	-	-	273,500	0.0750	2023
2025	569,952,388	7.0%	1,228,651	954,426	233,999	-	508,224	0.0939	2024
2026	609,849,055	7.0%	1,227,908	958,033	231,050	-	500,925	0.0865	2025
2027	609,849,055	0.0%	1,226,411	955,961	232,738	-	503,188	0.0869	2026
2028	609,849,055	0.0%	1,224,248	953,373	228,950	-	499,825	0.0863	2027
2029	609,849,055	0.0%	1,226,187	955,037	229,925	-	501,075	0.0865	2028
2030	609,849,055	0.0%	1,236,548	965,273	230,425	-	501,700	0.0866	2029
2031	609,849,055	0.0%	579,395	308,145	230,450	-	501,700	0.0866	2030
2032	609,849,055	0.0%	580,855	309,780	-	-	271,075	0.0468	2031
2033	609,849,055	0.0%	576,764	306,014	-	-	270,750	0.0467	2032
2034	609,849,055	0.0%	582,307	312,032	-	-	270,275	0.0467	2033
2035	609,849,055	0.0%	582,249	307,674	-	-	274,575	0.0474	2034
2036	609,849,055	0.0%	356,048	82,398	-	-	273,650	0.0472	2035
2037	609,849,055	0.0%	358,684	86,109	-	-	272,575	0.0470	2036
2038	609,849,055	0.0%	356,218	84,868	-	-	271,350	0.0468	2037
2039	609,849,055	0.0%	353,568	83,593	-	-	269,975	0.0466	2038
2040	609,849,055	0.0%	355,720	82,345	-	-	273,375	0.0472	2039
2041	609,849,055	0.0%	357,513	85,963	-	-	271,550	0.0469	2040
2042	609,849,055	0.0%	359,109	84,609	-	-	274,500	0.0474	2041
2043	609,849,055	0.0%	355,453	83,228	-	-	272,225	0.0470	2042
2044	609,849,055	0.0%	356,592	81,867	-	-	274,725	0.0474	2043
2045	609,849,055	0.0%	357,392	85,392	-	-	272,000	0.0469	2044
2046	609,849,055	0.0%	357,975	83,925	-	-	274,050	0.0473	2045
2047	609,849,055	0.0%	82,437	82,437	-	-	-	-	2046
2048	609,849,055	0.0%	85,910	85,910	-	-	-	-	2047
2049	609,849,055	0.0%	84,291	84,291	-	-	-	-	2048
2050	609,849,055	0.0%	82,710	82,710	-	-	-	-	2049
2051	609,849,055	0.0%	86,063	86,063	-	-	-	-	2050
2052	609,849,055	0.0%	84,368	84,368	-	-	-	-	2051
2053	609,849,055	0.0%	87,606	87,606	-	-	-	-	2052
2054	609,849,055	0.0%	80,857	80,857	-	-	-	-	2053
Total >>>			\$ 16,098,892	\$ 16,175,536	\$ 7,876,786				

Current I&S Rate	\$	0.0750
Maximum I&S Rate	\$	0.0939
Increase	\$	0.0188

City of Hempstead

Tax Rate Analysis

(max increase) \$ 0.0939
\$ 0.0188

\$1,272,500

Project Fund

Tax Rate Impact on Homeowner

Incremental Maximum
Annual Tax Increase ^(a)

Appraised Home Value	Taxable Value	\$1,272,500 * Scenario
\$ 50,000	\$ 50,000	9.42
60,000	60,000	11.30
70,000	70,000	13.18
80,000	80,000	15.07
90,000	90,000	16.95
100,000	100,000	18.84
125,000	125,000	23.54
150,000	150,000	28.25
175,000	175,000	32.96
200,000	200,000	37.67

* Project Fund Amount.

^(a) Estimated I&S Tax Requirement.

 U.S. Capital Advisors

CONSULTING LETTER OF AGREEMENT

This Agreement is made on the 1st day of March, 2024 by and between the following parties: Alan Younts, whose address is 235 Hogan Lane, Hempstead, Texas 77445, hereafter called "Younts" and the City of Hempstead, Texas whose address is 1125 Austin Street, Hempstead, Texas 77445, hereafter called "Client". The Parties agree on the following terms and conditions:

NOW, THEREFORE, for good and valuable compensation paid, including mutual promises contained herein and the obligations herein made and undertaken, the Parties, intending to be legally bound, covenant and agree as follows:

1 TERM OF AGREEMENT

1.1 By this Agreement, the Client engages Younts as an Independent Contractor to perform financial consulting services on a non-exclusive basis, and Younts accepts engagement to perform the services enumerated in the attached "Exhibit A" to this Agreement at his discretion. This agreement will commence on the 1st day of March 2024 and continue for a period of 12 months (the "Term"), unless terminated in accordance with Section 5 of this Agreement. If neither party terminates the contract, the contract shall automatically renew for a period of twelve months under the same terms and conditions.

2 COMPENSATION

2.1 Basic Compensation. As compensation for all services rendered under this Agreement, Younts shall be paid a monthly rate of Four Thousand (\$4,000) dollars. The client shall be billed as satisfactory services are rendered, with payment due within 30 days from receipt of bill.

2.2 Travel. By agreement, Younts will come to such other location as may be requested by the Client. Younts will, to the best of his ability, schedule personal visits to the Client as soon as practicable upon the Client's request. There will be no travel costs associated with on-site services. If the Client requests travel to a location outside the City of Hempstead, travel costs will be reimbursed at the current IRS business mileage rate.

3 DUTIES

3.1 Duties. Younts is to act as a consultant in the Client's financial regulatory compliance. The services that can be provided are enumerated in Exhibit "A," attached hereto. The services shall be provided at the Client's office and/or the principal office of Younts, with information necessary to allow Younts to provide required services being provided to Younts either electronically or in hard copy by the Client. This includes Younts to be at the Client's office from 1pm to 5pm every Friday afternoon when the Client's office is open unless written consent is obtained from the Client.

3.2 Representations by Younts. Younts represents to the Client that he is qualified to perform the work enumerated in Exhibit A and has a working knowledge of all aspects of financial regulations of government entities in the State of Texas. If there is an area in which Younts is not proficient, he will endeavor to obtain accurate and timely information prior to rendering an opinion. Younts will not charge the Client for any efforts to determine whether he can render an opinion without first obtaining the Client's approval. If Younts is unable to render an opinion, he will notify the Client that he is unable to render an opinion and recommend that the Client have the matter reviewed by a second, more specialized consultant. Younts agrees that he will always act in good faith toward the client and work to achieve the best result for the client.

3.3 Limitations of Services. However, the client recognizes that Younts will be basing his opinion solely on the information provided to him by the client and its employees. Younts shall not be held responsible for the consequences of any work that is erroneous due to false information provided to him by the Client. **AT ALL TIMES, THE ULTIMATE RESPONSIBILITY FOR THE ACCURACY OF ANY REGULATORY FILING RESTS WITH THE CLIENT.** The services provided by Younts under this contract do not obviate the need for the client to have a periodic independent audit.

4 PROPERTY RIGHTS OF PARTIES

4.1 Trade Secrets. During the term of this Agreement, Younts will have continued access to and become familiar with various trade secrets, regularly used in the operation of the business of the Client. Younts shall not disclose any such trade secrets, directly or indirectly, nor use them in any way, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement. All files, records, documents, drawings, specifications, equipment, and similar items relating to the business of the Client whether or not prepared by Younts, shall remain the exclusive property of Client and will either be destroyed or returned to the client at the end of the contractual period as requested by the client.

5 TERMINATION

5.1 Termination of Agreement. This Agreement may be terminated by either party, with or without cause, upon sixty days written notice to the other party.

5.2 Circumstances Resulting in Termination. This Agreement shall terminate on the death or permanent disability of Younts, in addition to the terms specified in paragraph 5.1.

6 GENERAL PROVISIONS

6.1 Notices. All notices or other communications required under this Agreement may be effected either by personal delivery in writing or by certified mail, return receipt requested. Notice shall be deemed to have been given when delivered or mailed to the parties at their respective addresses as set forth above or when mailed to the last address provided in writing to the other party by the addressee.

6.2 Entirety of Agreement. This Agreement supersedes all other agreements, either oral or in writing, between the parties to this Agreement, with respect to the services to be provided by Younts to the Client. This Agreement contains the entire understanding of the parties and all of the covenants and agreements between the parties with respect to performance of this agreement.

6.3 Law Governing Agreement. The parties acknowledge that the subject matter of this Agreement is related to the State of Texas and agree that the rights and duties of the parties to this Agreement shall be governed by and construed by the laws of the State of Texas, to the extent applicable. The County of Performance is Waller.

6.4 Waiver of Breach or Violation Not Deemed Continuing. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of this Agreement.

6.5 Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and shall in no manner be construed as a part of this Agreement.

6.6 Legal Construction. In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

6.7 Modification. This Agreement shall not be amended, modified, or altered in any manner except in a writing signed by both parties.

6.8 Time of Essence. Time is of the essence of this Agreement.

6.9 Relation of the Parties. The Parties agree that Younts is an Independent Contractor of the Client and, as such, is not considered to be an agent or employee of the Client. Younts and the Client agree that Younts and any and all of his subcontractors, agents, or employees are not covered under any City insurance policy, including, but not limited to, the City's liability, property or casualty, or workers' insurance policies.

6.10 Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

6.11 No Waiver of Immunity. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its officers, trustees, employees, and agents, as a result of execution of this Agreement and performance of the covenants contained herein.

6.12 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

The Parties have made and executed this Agreement on the dates stated below.

Client Date

Alan Younts Date

Exhibit "A"

Agreed upon contractual duties that **CAN** be provided by Alan Younts. There are other duties that can be added that are important to the Client but yet unknown to Younts.

1. *Financial Statement Analysis (includes monthly review of detailed general ledger)*
2. *Bank Reconciliation assistance*
3. *Bookkeeping support*
4. *Internal Control Analysis and Review*
5. *Prepare monthly journal entries to get client to modified accrual basis*
6. *Capital Asset Review (GASB 34)*
7. *Debt Service Review (worksheets prepared for audit report)*
8. *Assist client to be prepared for preliminary audit phase*
9. *Assist client to be prepared for final audit phase*
10. *Assist client in preparing annual financial audit report (start to finish)*
11. *Attend City Council meetings to present financial position*
12. *Assist client in budget preparation including review of effective tax rate calculation.*
13. *Assist client in budgetary line-item transfers.*
14. *Fund policy compliance. Setting financial goals to achieve 60-90 days of "rainy day funds"*
15. *Setting goals for financial transparency page for City website to include:*
 - a. *Debt information and worksheet including repayment schedules*
 - b. *Annual proposed and adopted budgets.*
 - c. *Annual financial audit reports.*
 - d. *Monthly check registers*
 - e. *Historical tax rates by fiscal year*
16. *Unlimited email or phone questions (no extra cost to Client)*

February 29, 2024

City of Hempstead
Erica Gillum, Mayor
1125 Austin St
Hempstead, TX 77445

Email: erica.gillum@hempsteadcitytx.gov

RE: Special Counsel Engagement for Legal Services – City of Hempstead

Dear Mayor Gillum,

We appreciate the confidence the City has demonstrated in Denton Navarro Rodriguez Bernal Santee & Zech P.C. (the "Firm") by engaging us to provide Special Counsel Legal Services to the City of Hempstead.

As Shareholder, I will be the primary supervising attorney and depending on the needs and workload, other lawyers in the firm will be assigned to increase the responsiveness to your needs and reduce your overall costs. All other staff support is provided at no charge.

The Firm agrees to serve the City of Hempstead as special counsel based on the hourly attorney rates listed herein. All time will be billed at one-tenth of an hour increments. All invoices will be sent to you as the Mayor for the City Hempstead unless you direct otherwise. All invoices are due on receipt, are past due after thirty (30) days and subject to interest as provided by the Texas Prompt Pay Act. All related travel or other expenses are charged at cost, with no mark-up and all related mileage is charged by multiplying the actual miles traveled by the then current IRS rate. All travel shall be calculated from the Firm's Austin Office. Copy rates are .20 cents per page, color copies are .70 cents per page, and fax rates are .5 cents per page. Monthly expenses exceeding \$500.00 shall include a 10% administrative fee. All overdue payments are subject to Texas Government Code Chapter 2251.

Special Counsel Legal Services, hourly rates:

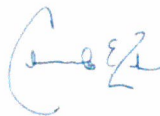
Shareholders	\$350 per hour
Partners	\$325 per hour
Associates	\$300 per hour
Paralegals	\$135 per hour
Law Clerks	\$175 per hour

City of Hempstead
February 29, 2024
Page 2

It is understood that the information exchanged between you, your representatives, and Denton Navarro Rodriguez Bernal Santee & Zech, P.C. is subject to the attorney-client relationship, and is therefore both privileged and confidential. All communications and information are subject to the confidentiality provisions of Rule 1.05 of the Texas Disciplinary Rules of Professional Conduct and Rule 503 of the Texas Rules of Evidence.

Please execute this letter in the space provided below to acknowledge our engagement and return it to our office, via email at cezech@rampagelaw.com. Please feel free to contact us regarding any questions you may have involving this letter.

Very truly yours,



CHARLES E. ZECH

CEZ/sf

APPROVED:

Erica Gillum, Mayor
City of Hempstead

Effective Date

RULES AND REGULATIONS FOR THE CITY OF HEMPSTEAD CEMETERIES
HEMPSTEAD CEMETERY, JEWISH CEMETERY, HOUSTON CEMETERY, OAKWOOD CEMETERY
REVISED 2.28.2024

1. FUNERAL HOMES

All funeral homes must set a temporary marker.

2. GRAVE SPACES

All burial plots must be marked and located by the cemetery caretaker before any graves are opened. Graves are 8ft L x 4ft W.

3. GRAVES

After a burial or cremation, flowers will be removed. Any sprays or wreaths on stands can stay for up to one and a half weeks.

4. CONTAINERS

Glass, plastic, or other breakable containers and unsightly cans are not allowed.

5. POTTED PLANTS, WREATHS, FLAGS AND OTHER DECORATIONS

- (a) Potted plants and cut flowers are not allowed at any time unless they are in a self-supporting container or vase that can be easily removed. It is recommended to use sub-surface vases that can be inverted in the ground and mowed over when not used, or vases that are permanently installed on headstones.
- (b) Wreaths, Flags, and other decorations may be put on the grave two (2) weeks before and two (2) weeks after these special days: Christmas, Easter, Mother's Day, Father's Day, Veteran's Day, and special days of Recognition: Orthodox and Jewish Holidays. If any of the decorations become unsightly, they will be removed.
- (c) The plot owner(s) should remove artificial flowers placed for the special days within two (2) weeks.
 - i. Flowers and wreaths will be removed from the grave(s) when, in the judgment of the cemetery caretaker, they become unsightly. Members of the family desiring to retain flowers or wreaths from the grave must remove them within two (2) weeks after the interment. Christmas ornaments will be removed from the grave(s) two (2) weeks after Christmas.
- (d) The use of pins or making holes in the sod to hold the containers or vases in place is not permitted. Wire pins and glass are hazards in mowing.
- (e) Metal or Cement crosses are allowed. No Wooden Crosses are permitted.

- (f) No annuals, trees, evergreens, shrubs, or roses may be planted.
- (g) Solar or battery-operated lights are permitted only if they are installed on the headstone or in the vases attached to it. Lights on the ground or placed anywhere on the grave are not allowed, as they can interfere with the maintenance of the cemetery.

6. WASTE DISPOSAL

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

7. VIOLATIONS

The City has the authority to remove any items that are placed on the Grave and are against the regulations. If the City thinks that the items have deteriorated and no longer add to the beauty and dignity of the cemetery, they can remove them. However, the city is not responsible for any items that are removed.

8. NO LIABILITY

The City shall not be held responsible for any damage or loss of items left at gravesites including flowers, ornaments, lights, vases, or containers, as well as broken grave markers or headstones.

9. CEMENT CURB /ABOVE GROUND STRUCTURES

Grave sites will no longer have cement curbs or plastic barriers, but cornerstones may be used to mark lots.

No above-ground structures are allowed, including benches, cement decorations, concrete slabs, and custom memorial blankets.

10. ENFORCEMENT

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

RESERVED RIGHTS

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

AMENDMENTS

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

MODIFICATION

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

LOTS TO BUY (ENDOWED)

Effective 10/1/2020

	<u>Hempstead Residents</u>	<u>Non-Residents</u>
1 grave in Baby Land	\$ 300.00	\$ 900.00

	<u>Hempstead Residents</u>	<u>Non-Residents</u>
1 grave space	\$ 500.00	\$1,500.00
2 grave spaces or ¼ lot	\$1,000.00	\$3,000.00
3 grave spaces or 1/3 lot	\$1,500.00	\$4,500.00
4 grave spaces or ½ lot	\$2,000.00	\$6,000.00
6 grave spaces or ¾ lot	\$3,000.00	\$9,000.00
8 grave spaces or 1 lot	\$4,000.00	\$12,000.00

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

INTERMENT COSTS (Effective July 17, 2023)

	<u>Hempstead Residents</u>	<u>Non-Residents</u>
Interment for 1grave (including burial of cremated remains).	\$ 50.00	\$100.00

* INTERMENT IN BABYLAND (AT HEMPSTEAD CEMETERY):

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

INTERMENT OF CREMATED REMAINS:

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

RECEIVED

FEB 29 2024

CITY OF HEMPSTEAD



PARADE, MOTORCADE, and RUN (EVENT) PERMIT

Date of Application Submittal: Feb 26, 2024

ORGANIZATION NAME: USA Cycling

ADDRESS: 210 USA Cycling Point Stc #100
Colorado Springs, Colorado 80919

PHONE: 719 434 4200 - ext 3

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: Thomas B. (Tom) Hall

Title: CO-PROMOTER

E-mail Address: tomhallconstruct@sbcglobal.net

Phone Number: 512-923-8511

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

☒ Bike Race

Event Name/Title: Texas State Time Trial Championships

If the Event has been held before in Hempstead, please list the date(s) of the previous Event(s): 2014 - 2022

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"):

100 Riders, 20 Volunteers

Requested Date(s) of Event: May 4, 2024

Requested Start and Finish Time of Event: 7:00 AM - 3:00 PM

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):

The start is at the intersection of 11th St & San Antonio heading south on 11th out of town. Finish is northbound on 11th at Hutchins St.

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.):

Race Head quarters is in the Library Parking lot. Parking for riders will be in the Middle School parking lot

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

Additional Information for Council's Consideration:

Riders will move from parking to race start on city streets. This is an individual-start event, so there should be no congestion at the start. A HPD unit will be requested to guard the race start lane.

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: Feb 26, 2024

Date of Hearing
(To be completed by City Staff)

Date of Hearing/Consideration at Council Meeting: 3/4/24

Applicant Acknowledgment

I, Thomas B. Hall, 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 4 day of May, 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.

JO Hall
Applicant Signature

Feb 24, 2024
Date

(For completion by City Staff)

Date of Receipt of Application: 2/29/24

Name of City Staff Recipient: Sabrina Alvarez

Communication to Applicant concerning Council Hearing on Permit Application:

Sabrina Alvarez

From: TOM HALL <tomhallconstruct@sbcglobal.net>
Sent: Monday, February 26, 2024 3:34 PM
To: Sabrina Alvarez
Subject: Re: PARADE PERMIT

We just got off the phone.

As I mentioned, though USACycling, the national bike racing sanctioning body, is the "organization" for purposes of insurance, the race is being promoted, as it always has been, by local bike racers and cycling enthusiasts.

We will not be able to provide proof of insurance until we apply for our race permit from the national organization, USACycling. Because the cost is significant, we would like not to send in that permit application until we know we will in fact be able to hold the race. Would it be possible to issue the permit as "pending receipt of insurance?"

Thank you for your help.

Tom Hall

On Thursday, February 22, 2024, 04:07:59 PM CST, Sabrina Alvarez <salvarez@hempsteadcitytx.gov> wrote:

Mayor Erica Gillum

From: postmaster@tml.org
Sent: Wednesday, February 14, 2024 7:28 AM
To: Mayor Erica Gillum
Subject: TML Order Confirmation



Dear Sabrina,

Thank you for your order!

Here are the details of your order. Please retain this email for your records.

Order Number: 150241

Order Date: Feb 14, 2024 7:26 AM

Bill To: Sabrina Alvarez

Order Total: 195.00

Payment Method: Visa *****3383

Name on Card: Sabrina Alvarez

Item	Price	Qty	Total
Public Funds Investment Act Training - Erica Gillum	195.00	1	195.00
<i>When:</i> Mar 14, 2024 - Mar 15, 2024			
<i>Where:</i> Hilton Waco			
113 S University Parks Drive			
Waco, 76701			

Registration option: Dec 7, 2023 - Registration

Item Total	195.00
Shipping	0.00
Handling	0.00
Item Grand Total	195.00
Transaction Grand Total	195.00



ARCIT **Conference**

**2024 ARCIT Conference comes to
Granbury, Texas!**

April 3rd-4th, 2024

Lake Granbury Conference Center

**621 E Pearl St
Granbury, TX 76048**

lakegranburyconferencecenter.org

The meeting will be held on April 3rd - 4th. There will be a breakfast on Wednesday, April 3rd and lunch will be provided at 12:00pm, with dinner on your own Wednesday evening. Breakfast will also be provided on Thursday, April 4th with the meeting concluding around 1:00pm. Come see a host of speakers, panels, and great information for community leaders of rural Texas!

Cost:

Earlybird - \$250 per attendee through March 4th

Standard - \$300 per attendee through March 31st

*Current corporate sponsors receive 3 complimentary registrations each!

Discounted Hotel Options:

Comfort Suites

903 Harbor Lakes Drive
Granbury, TX 76048
(817) 579-5559

La Quinta Inn & Suites

880 Harbor Lakes Drive
Granbury, TX 76048
(817) 573-2007

Hilton Garden Inn

635 East Pearl Street
Granbury, TX 76048 USA
(817) 579-3800

**Registration, discounted hotels, schedule,
and speakers listed on our new website!**

www.ARCIT.org



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ASSOCIATION OF RURAL COMMUNITIES IN TEXAS

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