

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 **Tuesday, the 20th day of February, 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 discussed, to-wit:

OPEN SESSION

1. Call to order and invocation.
2. Pledge of Allegiance.
3. Public Comments.
4. Consideration and action on minutes of January 18, 2024 & February 5, 2024, meetings.
5. Consideration and action on the appointment of Sydney Joe Hester as Municipal Court Judge.
6. Administering the Oath of Office to Sydney Joe Hester.
7. Consideration and action on action a Parade Permit from Hempstead Commerce and Civic Association for the Memorial Day Parade to be held on May 27, 2024.
8. Consideration and action on the Notice of General Election of the City of Hempstead, Texas.
9. Consideration and action on the Notice of the Special City Charter Amendment Election City of Hempstead, Texas.
10. Consideration and action on project proposal from LCRA for substation inspection, maintenance and testing 2024-2029.
11. Consideration and action on terminating the contract for the collection of delinquent government receivables with Steen & Steen Law Firm.
12. Consideration and action to approve a contingent fee contract with Perdue Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to the City of Hempstead, Texas and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.
13. Discussion, consideration, and action on selecting planning and management service provider to complete application and project implementation for the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient communities Program (RCP) funding administered by the Texas General Land Office.
14. Discussion, consideration, and action on animal mortality coverage for the City of Hempstead K-9 Dog Unit.
15. Discussion, consideration, and action on upgrading General Liability for the City of Hempstead.

16. Consideration and action from EIC Surveying Company to perform survey of WB Block 194 and lots 1-10 in Block 220 in the City of Hempstead. (City of Hempstead Property)
17. Consideration and action on an Ordinance of the City Council of the City of Hempstead, Texas, amending the code of ordinances by amending Article 4.02 building and construction codes and standards of Chapter 4 building regulations relating to insurance requirements; providing for a penalty; providing for severability and containing other provisions related to the subject matter.
18. Consideration and action on an Ordinance of the City Council of the City of Hempstead, Texas amending Ordinance No. 23-112 which will amend the City Budget for 2023-2024 fiscal year and authorizing amended revenues and expenditures as therein provided. (EDC approved 2-12-24)
19. Consideration and action on approving the Policy and Procedures for the Hempstead Economic Development Corporation. (EDC approved 2-12-24).
20. Consideration and action on Street Rehabilitation (Street repairs for the City of Hempstead).
21. Consideration and action on payment of current bills.
22. Presentations.

A Mayor's Reports-

1. Sales Tax

B. Department Head Reports-

1. City Secretary
2. Public Works Director
3. Utility Billing Department
4. Economic Development Department
5. Municipal Court Department
6. Police Department
7. Technology Department
8. Street/Grounds Department
9. Parks & Recreation Department
10. Building/Code Enforcement Department
11. Electrical Department
12. Water/Wastewater Department
13. Gas Department Report

B. Councilmembers Reports-

Nora Hodges-Wanted to thank everyone for their support on the 8th Annual Valentine's Day Complimentary Luncheon.

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).

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

23. Infrastructure relating to Legendary Oaks.
24. Sale of approximately 14.9 acres by the City's Economic Development Corporation.

OPEN SESSION

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

25 . Adjourn City Council Meeting.

Dated this the 16th day of February, A.D., 2024.

By: Sabrina Alvarez

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 February 16, 2024 at 4:00 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 16th day of February, A.D., 2024.

By: Sabrina Alvarez

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 Tuesday the 20th day of February 2024 at the Hempstead City Hall, 1125 Austin Street, Hempstead, Texas.** The public will be permitted to offer public comments telephonically as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the telephonic meeting will be made and will be available to the public upon written request.

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

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

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

NOTICE OF MEETING BY VIDEO CONFERENCE

The City of Hempstead City Council **may** conduct the meeting scheduled at **6:00 P.M. on Tuesday the 20th day of February 2024 at the Hempstead City Hall, 1125 Austin Street, Hempstead, Texas** by videoconference in addition to allowing in person attendance. A quorum of the City Council will be physically present at the Hempstead City Hall, 1125 Austin Street, Hempstead. The public may participate in the City Council Meeting by using the following information:

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

**STATE OF TEXAS
COUNTY OF WALLER
CITY OF HEMPSTEAD**

BE IT REMEMBERED that on the 18th day of January A.D., 2024 at 6:00 P.M. the City Council met in a Regular Meeting at the Hempstead City Hall, 1125 Austin Street, Hempstead, Texas, there being present, to-wit:

Erica Gillum, Mayor
Lonnie Garfield, Mayor Pro-Tem
Cindy Pearce, Councilmember
Mildred Jefferson, Councilmember
Nora Hodges, Councilmember
Karon E. Neal, Councilmember

Charles Williams, City Attorney
Sabrina Alvarez, City Secretary

1. Call to order and invocation.

Mayor Erica Gillum called the meeting to order at 6:05 P.M. and Anthony Hill gave the invocation.

2. Pledge of Allegiance.

The Pledge of Allegiance was given.

3. Public Comments.

Donald Hand spoke and stated that he wanted to reinforce the concept of Mrs. Jackie Hilman concerning Legendary Oaks Subdivision. He stated that they should get a lower tax rate. He stated the streets are used by plumbers, roofers, landscapers, painters, etc.

Jackie Hilman spoke and gave a little history on Legendary Oaks when it was formed, there are 86 lots remaining. The golf course was sold separately from the community. The drainage system is intermingled with the golf course. In 2015, 25 lots were sold in a sheriff's sale. In 2018 assessing maintenance fees of \$ 250,000, they have had to take out a loan for the drainage. Many new homes are being built. She included in the packets that were handed out to council evidence of the drainage issue. She stated they are paying taxes for services the city does not service.

Terry Kolenovsky spoke to council about hotel/motel funds for the Vintage Market Days, she submitted invoices spent on advertising from the previous year and all the people who came to this event and spent money at our local restaurants and hotels.

Nora Thomas gave council pictures of the drainage grant problems on her property. She stated in a prior meeting where the contractor was in attendance that stated what was damaged the same material will be used to replace it. She stated material was not replaced with what it originally was. She also stated she asked the contractor for dirt, and they did not give her any.

4. Consideration and action on minutes of November 20, 2023, November 27, 2023, December 4, 2023, and January 2, 2024, meetings.

Councilmember Mildred Jefferson made a motion to approve the minutes. Mayor Pro-Tem Lonnie Garfield seconded the motion and it carried unanimously.

5. Presentation and discussion by Otilia Gonzales with Perdue Brandon Fielder Collins & Mott LLP on various services provided by their firm.

Otilia Gonzales from Perdue Brandon Fielder Collins & Mott LP gave a presentation to council on the various services provided by their firm, which includes delinquent tax collection, other local cities they serve and other services they provide. They service Waller County, Hempstead Independent School District, Royal ISD, and Waller ISD. Their firm makes collections more efficient and maximizes priority and customer service; handles taxpayers with dignity and respect. They will work with taxpayers before filing suits. The fee collection services are zero. They will give status of delinquent tax rolls, and reports will be given as well. Services include assistance in ad valorem legal matters, application of the Tax Code and truth-in-taxation process; provide Legislative Updates, and classes for continuing education.

6. Presentation by Shelby Yarbrough on Toxic Tort Litigation and Environmental Impact.

Shelby Yarbrough with the Law Office of Barrett Yarbrough made a presentation on Toxic Tort Litigation and Environmental Impact. She stated there are 50 to 60 jurisdictions of cities and counties. The Law Offices of Barrett Yarbrough, L.L.C. and May Jung L.L.P. are law firms that provide legal services in various areas of mass tort litigation to include PFAS litigation; and have worked with government entities; offered an opportunity to see if the City desires to enter into a contract for legal services with the Law Office of Barrett Yarbrough, LLC. and May Jung, LLP. for purposes of the Polyfluoroalkyl substances litigation (“PFAS”) which are toxic chemicals. Mayor Erica Gillum asked how many cities have joined the lawsuit and if they were rural cities larger or smaller municipalities? Shelby Yarbrough answered 50 to 60 jurisdictions, bigger municipalities joined the litigation. Nora Thomas (citizen attendee) asked about litigation on water bottles? Shelby Yabrough stated it was a different litigation. Councilmember Cindy Pearce asked if the city has tested for this? Shelby Yarbrough stated this will be mandated and everyone around the world will have to comply.

7. Consideration and action from Rhonda Schwobe for Hotel/Motel funds for Vintage Market Days to be held March 15-17, 2024.

Mayor Pro-Tem Lonnie Garfield made a motion to approve Hotel/Motel funds for Vintage Market Days to be held March 15-17, 2024, in the amount of \$5,000.00 Councilmember Mildred Jefferson seconded the motion and carried unanimously.

8. Discussion and action concerning the sale of City property located at Block 336 and Block 362.

Council will go to Executive Session, at a later time.

Per city attorney Charles Williams per the Texas Constitution (Article 3 Section 52) the city cannot adopt an ordinance for less than the appraised value. Our city charter does give the city the ability to adopt an Ordinance to go against the Texas Constitution. Mayor Pro-Tem Lonnie Garfield made a motion to deny the sale of City property located at Block 336 and Block 362.

9. Consideration and action on adopting utility rate recommendations by Willdan Financial Services.

A rate study was presented by Wildan in a previous meeting and a recommendation was made by Wildan to raise rates. Mayor Erica Gillum is not in agreement with this. All of council was also in agreement with Mayor. Councilmember Nora Hodges made a motion to deny the recommendation to raise utility rates. Mayor Pro-Tem Lonnie Garfield seconded the motion and carried unanimously.

10. Consideration and action on a recommendation from the Hempstead Economic Development Board to hire Ramiro Bautista as the Hempstead Economic Development.

Dr. Ramiro Bautista introduced himself to council and gave a little background. He has been in the area since 2005. He is a Prairie View A & M University graduate. He started as a Project Manager for the City of Prairie View, then became the Public Works Director. He was later recruited by the Economic Development to be the Economic Director. He uses his time and talent for economic growth to achieve success. Mayor Pro-Tem Lonnie Garfield asked how we could tap in to work together with the university. Dr. Bautista stated that Prairie View University has a wealth of knowledge and resources. Tap in with the university for grant funding, have a deeper and greater engagement, to bring developers and revenue to the city. He also stated we need to support the local businesses, develop a tax incentive and reinvestment zone.

Councilmember Mildred Jefferson made a motion to hire Dr. Ramiro Bautista as the Hempstead Economic Development Director. Councilmember Karon Neal seconded the motion and carried unanimously.

11. Consideration and action on payment of current bills.

Councilmember Cindy Pearce stated are we paying a backhoe operator, paying a high cost of \$113,000, would it be cheaper to get our own backhoe? Public Works Director Fredrick Alexander stated that we contract out the backhoe operator. Councilmember Mildred Jefferson made a motion to approve the payment of bills. Mayor Pro-Tem seconded the

motion. AYES-Mayor Pro-Tem Lonnie Garfield, Councilmember Karon Neal, Councilmember Mildred Jefferson, Councilmember Nora Hodges. NO's-Councilmember Cindy Pearce. Motion passed.

12. Presentations.

A Mayor's Reports-

- a. Sales Tax-** Sales tax is up 3.25% for the month of January.

B. Councilmember Reports- Nora Hodges-

- a. Update of grant process with Langford Community Management Services.** The Request for Proposal was published in the paper on January 9, 2024, and the Request for Proposal for Administrative Services was emailed to 6 companies.
- b. I am planning to attend the Olson & Olson Seminar on January 25, 2024.**

EXECUTIVE SESSION OPENED AT 7:13 P.M.

13. Legendary Oaks Letter

14. Railroad Commission of Texas Damage Prevention Docket No. 084377 & Docket No. 084625.

EXECUTIVE SESSION CLOSED AT 8:00 P.M.

NO ACTION TAKE IN EXECUITVE SESSION

13. Legendary Oaks -Mayor Pro-Tem Lonnie Garfield stated on the advice of the attorney Charles Williams will provide a letter of recommendation to council regarding action to take on this matter.

15. Adjourn City Council Meeting.

Councilmember Mildred Jefferson made a motion to adjourn the meeting at 8:04 P.M. Mayor Pro-Tem Lonnie Garfield seconded the motion and carried unanimously.

PASSED AND APPROVED this the 20th day of February, A.D., 2024.

APPROVED:

/s/: Erica Gillum, Mayor

ATTEST:

/s/: Sabrina Alvarez, City Secretary

**STATE OF TEXAS
COUNTY OF WALLER
CITY OF HEMPSTEAD**

BE IT REMEMBERED that on the 5th day of February A.D., 2024 at 6:00 P.M. the City Council met in a Regular Meeting at the Hempstead City Hall, 1125 Austin Street, Hempstead, Texas, there being present, to-wit:

Erica Gillum, Mayor
Lonnie Garfield, Mayor Pro-Tem
Cindy Pearce, Councilmember
Mildred Jefferson, Councilmember
Nora Hodges, Councilmember
Karon E. Neal, Councilmember

Mary Ann Powell, City Attorney
Sabrina Alvarez, City Secretary

1. Call to order and invocation.

Mayor Erica Gillum called the meeting to order at 6:03 P.M. and Pastor Charles Tompkins gave the invocation.

2. Pledge of Allegiance.

The Pledge of Allegiance was given.

3. Public Comments.

Mike Trojan spoke about utilities. He stated that he paid in advance a total of \$3,750.00 for gas utilities. He stated that it has been twelve weeks, and he still doesn't have gas utilities at his home. He called mid-December, and it was pushed back to January 15. He called February 5 and as of today no gas. He stated that the citizens should not be able to pay in advance for utilities, the city should install the lines and then the citizens pay for the services.

Sharon Evans along with Charles Hogan stated that they have four horses on 24th Street. They have received a letter from Code Enforcement stating that they need to remove the horses. Mrs. Evans asked council to give them more time, land and money to move the horses.

Kathy Carpenter wanted to say Thank you to Councilmember Nora Hodges for her event Unity in the Community. She asked Mayor Erica Gillum what happened in October? There is no unity, the mayor must be for the people, and she doesn't see it.

Jackie Hilman wanted to thank council for listening and taking into consideration her concerns about Legendary Oaks. She understands that there will be a letter mailed out to her and it's been two and half weeks of waiting and no letter. When will she get the letter?

Sheryl Ha, running for Waller County District Attorney, introduced herself to the Mayor and City Council and asked for their support.

4. Administer Oath of Office to Municipal Court Judge Sydney Joe Hester.

Per City Attorney Mary Ann Powell, she stated that council must appoint the Municipal Court Judge. This action will be taken at the February 20, 2024, meeting.

5. Consideration and action on an Ordinance of the City of Hempstead, Texas for holding of a General Election to be held on May 4, 2024, for the purpose of electing a Mayor (1) and two (2) Councilmembers; Providing for a Joint Election pursuant to an agreement with Waller County; Providing for the designation of polling places and appointing election judges and other polling places and appointing election judges and other election officials for such election; providing for early voting; directing the giving of notice of such election; and providing details relating to the holding of such election.

Councilmember Mildred Jefferson made a motion to approve the Ordinance. Mayor Pro-Tem Lonnie Garfield seconded the motion and carried unanimously.

6. Consideration and action on an Ordinance of the City of Hempstead, Texas providing for the holding of a Special Election to be held May 4, 2024, for the purpose of submitting to the qualified voters of the city certain proposed amendments to the existing charter of the city; stating the proposed amendments to the city charter to be voted upon at said election; and making provisions for the holding of such election.

Mayor Pro-Tem Lonnie Garfield made a motion to approve the Ordinance. Councilmember Mildred Jefferson seconded the motion and carried unanimously.

7. Discussion, consideration, and action on a Resolution of the City Council of the City of Hempstead selecting Engineering/Architectural service provider to complete application and project implementation for the Hazard Mitigation Assistance (HMA) funding administered by the Texas Division of Emergency Management and/or Texas Water Development Board.

Councilmember Mildred Jefferson made a motion to approve the Resolution. Councilmember Karon Neal seconded the motion and it carried unanimously.

8. Consideration and action on a Resolution of the City Council of the City of Hempstead, setting a date, time, and place for a Public Hearing on the proposed annexation of an approximately thirty-three-acre tract of the land by the city; providing a description of such tract of land; providing a proposed service plan and containing other provisions relating to the subject matter.

Mayor Pro-Tem Lonnie Garfield made a motion to approve the Resolution. Councilmember Mildred Jefferson seconded the motion and carried unanimously. Hearing is set for March 4, 2024.

9. Consideration and action on 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.

Councilmember Mildred Jefferson made a motion to approve the Budget amendment. Councilmember Nora Hodges seconded the motion and carried unanimously.

10. Consideration and action on approving Tax Abatement Policy for the City of Hempstead.

Attorney Mary Ann Powell looked over the policy and it looked fine. Councilmember Mildred Jefferson made a motion to approve the policy. Mayor Pro-Tem Lonnie Garfield seconded the motion and carried unanimously.

11. Consideration and action on approving the Hempstead Economic Development Corporation to go forward with securing a realtor for possible relocation of its offices and other city offices (Building & Finance Director) and uses.

Dr. Ramiro Bautista, EDC Director, stated to council that this is an EDC project and there is a sixty-day waiting period. Crystal Fife is the realtor on the property. Councilmember Mildred Jefferson made a motion to approve the securing of the realtor. Mayor Pro-Tem Lonnie Garfield seconded the motion and carried unanimously.

12. Presentations.

A. Mayor's Reports

- 1. Splash Pad-80% fully operational by summertime.**
- 2. Banners-Are up throughout the city. (Part of revitalization project)**
- 3. Digital Sign-working with company to get it up. (will be for announcement only)**
- 4. Elected Officials' and Staff Education-Mayor stated she works throughout the clock. She is riding through the city all day and she is not neglecting the duties of Mayor. (not an 8-5 employee)**
- 5. Street Projects-IDS Street Assessment, it is a work in progress, a lot of streets need to be fixed.**
- 6. Employee of the Month January-Sabrina Alvarez**
- 7. Introducing EDC Director-Dr. Ramiro Bautista- Mr. Bautista gave a background of his education and milestones in his career.**
- 8. Explanation of the Community Advisory Board-created to be a liaison from the community. All different social groups coming together for**

the betterment of the downtown revitalization. (anyone interested let city secretary know; meets 4th Thursday at 6pm)

9. Texas Youth Diversion and Early Intervention Act/HB 3186-The Texas Youth Diversion and Early Intervention Act increases opportunities for early identification of at-risk youth and for redirecting children accused of certain class c misdemeanors.

B. Councilmember Reports:

1. Nora Hodges-Report from Olson & Olson Seminar I attended on 1/25/24 in Stafford, TX.- The seminar was awesome!

Announce Valetine's Day Appreciation Luncheon on February 14, 2024, from 11AM-2:00 PM.- Annual Appreciation Luncheon for healthcare workers, pastors, ministers, city and county service workers, public servants, and community volunteers. Councilmember Nora Hodges also said to keep Billy Frazier family in prayer.

Mayor Pro-Tem Lonnie Garfield stated that the banners looked good throughout the city.

10. Adjourn City Council Meeting.

Mayor Pro-Tem Lonnie Garfield made a motion to adjourn the meeting at 6:46 P.M.

Councilmember Mildred Jefferson seconded the motion and it carried unanimously.

PASSED AND APPROVED this the 20th day of February, A.D., 2024.

APPROVED:

/s/: Erica Gillum, Mayor

ATTEST:

/s/: Sabrina Alvarez, City Secretary

CITY OF HEMPSTEAD



PARADE, MOTORCADE, and RUN (EVENT) PERMIT

Date of Application Submittal: Feb. 15, 2024

ORGANIZATION NAME: Hempstead Commerce and Civic Association

ADDRESS: P.O. Box 16, Hempstead, Tx 77445

PHONE: 979-710-3378

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: Cheryl Hardwick

Title: President

E-mail Address: cherylanncarter1974@gmail.com

Phone Number: 713-560-0446

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: Memorial Day Parade and Program

If the Event has been held before in Hempstead, please list the date(s) of the previous Event(s): May 28, 2018 to May 29, 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"):

There will be about 80 entries in the parade

Requested Date(s) of Event: Monday, May 27, 2024

Requested Start and Finish Time of Event: 9:15 AM to 10:00 AM

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):

See attached parade request.

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.):

Blocks 900, 1000, 1100, and 1200 on San Antonio Street for lineup for the parade

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

1 Vehicle Space between entries

Additional Information for Council's Consideration:

After the parade there will be a Memorial Day Program to honor our Fallen Waller County Veterans

The HCCA has already reserved the Gazebo.

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: 2/15/24

Date of Hearing

(To be completed by City Staff)

Date of Hearing/Consideration at Council Meeting: 2/22/24

Applicant Acknowledgment

I, HCCA/Cheryl Hardwick, 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 27 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.

Cheryl Handwrick
Applicant Signature

Feb. 15, 2024
Date

(For completion by City Staff)

Date of Receipt of Application: 2/15/24

Name of City Staff Recipient: Sabrina Alvarez

Communication to Applicant concerning Council Hearing on Permit Application:

Annual Memorial Day Parade and Program

February 15, 2024

Mayor Erica Gillum
Hempstead City Council
Hempstead Police Department

Dear Mayor Gillum, Hempstead City Council, and Hempstead Police Department,

The Annual Memorial Day Parade and Program will be held this year on Monday, May 27, 2024. We would like to thank you for your continued support for this annual event.

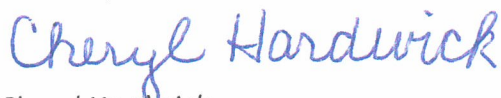
We have reserved the Clarke Gazebo Park for the Memorial Day Ceremony.

We would like to request street closures for the Memorial Day Parade. We will need to ask for a closure of blocks 900, 1000, 1100, and 1200 on San Antonio Street, for the entries for the parade. The parade will begin at 9:15 A.M. and will begin at the corner of San Antonio Street and 13th Street/FM 159 and the parade will continue to downtown Hempstead to Austin Street, and the parade will make a right and turn on Austin Street. The parade will go in front of the Hempstead City Hall and then make a right turn on 11th Street/FM 1887 and the parade will end at the corner of St Barbe Street and the Hempstead Elementary School parking lot.

We would also like to request the street closure from the corner of Main Street and 12th Street in front of Howard Insurance, Newcomb's Furniture, and Prime Care Medical Services to the corner of 12th Street and Bremond Street. This street will need to be closed before 7:30 A.M., so that people will not park in this area. These businesses will be closed for the Memorial Day Holiday. The antique cars would like to be on display on this street after the parade, please.

The City of Hempstead Commerce and Civic Association Memorial Day Committee would like to thank you in advance for your assistance and we look forward to seeing you at the parade.

Sincerely,



Cheryl Hardwick
HCCA President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/05/2023

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 FAK (A/C, No): 713-559-0427	
	E-MAIL ADDRESS: kkasper@edmondsins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: WESTERN WORLD INS CO INC	13196
	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	ADDITIONAL INSURED	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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	NPP8817574	07/21/2022	07/21/2023	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	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		\$
EACH OCCURRENCE	\$ 1,000,000																			
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																			
AGGREGATE	\$																			
	\$																			
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<table border="1"><tr><td>PER STATUTE</td><td>OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTHER																			
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)

Certificate holder is named as an additional insured

CERTIFICATE HOLDER**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 TEXAS
COMMERCE & CIVIC ASSOCIATION**

P O BOX 16
HEMPSTEAD, TX 77445

1508

88-2265/1131-142

DATE Feb. 15, 2024

CHECK ARMOR
FRAUD PROTECTION

PAY
TO THE
ORDER OF

City of Hempstead

\$ 100.00

One hundred and 00/100

DOLLARS



PROSPERITY BANK®

HEMPSTEAD BANKING CENTER
1250 AUSTIN STREET • HEMPSTEAD, TX 77445
979-826-2431 www.prosperitybankusa.com

FOR

Parade Application

W. K. H. Hill

Cheryl Hardwick

⑈001508⑈

RECEIPT

City Of Hempstead
1125 Austin Street
Hempstead, Texas 77445
979-826-2486

1438

DATE

2/15/24

RECEIVED FROM

NCCA

\$ 100 00

DOLLARS

FOR

Cheryl Hardwick
Memorial Day Parade Permit

AMOUNT OF ACCOUNT		
THIS PAYMENT		
BALANCE DUE		

- ☐ CASH
☒ CHECK
☐ CREDIT CARD
☐ MONEY ORDER

BY

SHVag

THANK YOU

**NOTICE OF GENERAL ELECTION
CITY OF HEMPSTEAD, TEXAS**

To the Registered Voters of the City of Hempstead, Texas:

Notice is hereby given that the polling place listed below will be open from 7:00 a.m. to 7:00 p.m. on Saturday, May 4, 2024, for voting in a general election, to elect the Mayor, Councilmember Position 1 and Councilmember Position 2, for the City of Hempstead, Texas.

LOCATION OF POLLING PLACES

**Waller County Road and Bridge Annex
775 Highway 290,
Hempstead, Texas**

ADDITIONAL WALLER COUNTY BRANCH POLLING PLACE LOCATIONS

**Waller Community Center
21274 FM 1098
Prairie View, Texas**

**Waller Civic Center
3007 Waller Street,
Waller, Texas**

**Brookshire Convention Center
4027 5th Street
Brookshire, Texas**

**EARLY VOTING BY PERSONAL APPEARANCE WILL BE CONDUCTED AT
THE FOLLOWING EARLY VOTING POLLING PLACES:**

Waller County Road and Bridge Annex

775 Highway 290,

Hempstead, Texas

Waller County Community Center

21274 FM 1098

Prairie View, Texas

Waller Civic Center

3007 Waller Street,

Waller. Texas

Brookshire Convention Center

4027 5th Street

Brookshire, Texas

The dates and times of Early Voting by Personal Appearance period at the Early voting Polling Place location are as follows:

MONDAY, APRIL 22, 2024	8:00 A.M. –5:00 P.M.
TUESDAY APRIL 23, 2024	8:00 A.M. - 5:00 P.M.
WEDNESDAY APRIL 24, 2024	8:00 A.M. - 5:00 P.M.
THURSDAY APRIL 25, 2024	8:00 A.M. - 5:00 P.M.
FRIDAY APRIL 26, 2024	8:00 A.M. - 5:00 P.M.
SATURDAY APRIL 27,2024	8:00 A.M. - 5:00 P.M.
MONDAY APRIL 29,2024	8:00 A.M. - 5:00 P.M.
TUESDAY APRIL 30, 2024	8:00 A.M. - 5:00 P.M.

Applications for ballot by mail shall be mailed to:

Christy A. Eason

Elections Administrator

816 Wilkins Street

Hempstead, TX 77445

The Waller County Website internet address is: <https://www.co.waller.tx.us/page/homepage> and the City of Hempstead internet address is <https://www.hempsteadcitytx.gov/>

Applications for a ballot by mail must be received no later than the close of business on April 23, 2024.

Issued this the ____ day of _____, 2024.

Signature of Presiding Office

NOTICE OF SPECIAL CITY CHARTER AMENDMENT ELECTION
CITY OF HEMPSTEAD, TEXAS

To the Registered Voters of the City of Hempstead, Texas:

Notice is hereby given that the polling place listed below will be open from 7:00 a.m. to 7:00 p.m. on Saturday, May 4, 2024, for voting in a special election, to amend the City Charter of the City of Hempstead Texas.

Section 1. Pursuant to City of Hempstead, Texas, Ordinance No. _____, passed _____ calling the special election to amend the City Charter, the proposed amendments are as follows:

PROPOSED AMENDMENT NO. 1.

Section 1 of Article III of the Charter of the City of Hempstead, Texas, shall hereafter read as follows:

Section 1. OFFICE CREATED: QUALIFICATIONS: TERM

There is hereby established the Office of Mayor of the City, the incumbent of which shall be a citizen of the United States, at least eighteen (18) years of age, a qualified voter, residing within the City for at least twelve (12) months prior to his election. The Mayor shall be elected by a majority vote of the qualified voters in the City; he/she shall hold his office for four (4) years and/or until his/her successor is elected and qualified, unless sooner removed as provided by this Article. The Mayor shall be elected in even numbered years. The City, as referred to herein, shall be deemed to include the City and any and all territory at any time annexed to the City of Hempstead.

a. Head of City Government - The Mayor shall be the Chief Administrative and Executive Officer of the City. The Mayor shall devote his/her best efforts to and shall be responsible for the proper administration of its affairs. The Mayor shall preside at all meetings of the Council and shall be recognized as the head of the City Government for all ceremonial purposes, for the purpose of receiving civil process, for emergency purposes, and for military purposes.

b. Disability of the Mayor - If for any reason the Mayor fails, is unable or refuses to perform the duties of his office, the Mayor Pro Tern shall act as Mayor during such absence or disability shall possess all of the powers and perform all of the duties of the Mayor and is entitled to receive the fees and compensation prescribed for the Mayor.

c. Section 2 of Article VI, and all other sections or parts of sections of the existing charter of the City of Hempstead in conflict with this Section shall be and are hereby repealed.

PROPOSED AMENDMENT NO. 2.

Sections 1 and 2 of Article IV of the Charter of the City of Hempstead, Texas, shall hereafter read as follows:

THE COUNCIL

Section 1. OFFICE CREATED: QUALIFICATIONS

There is hereby established a Council of the City. The City, as referred to herein, shall be deemed to include the City, and any and all territory at any time annexed to the City. This Council shall consist of five (5) Councilmembers elected from the City At Large. A candidate for Councilmember shall reside within the City. The candidate for Councilmember must be a citizen of the United States, at least eighteen (18) years of age, a qualified voter residing within the City for at least twelve (12) months prior to his/her election.

Section 2. TERM

a. The Councilmembers shall hereafter be elected to the following terms of office:

Councilmember, Position 1 shall be elected to this position at the general election beginning with the election in 2024 and shall serve for a term of three years. The Candidate receiving the majority of votes cast for this position, and that is otherwise qualified, is elected.

Councilmember, Position 2 shall be elected to this position at the general election beginning with the election in 2024 and shall serve for a term of three years. The Candidate receiving the majority of votes cast for this position, and that is otherwise qualified, is elected.

Councilmember, Position 3 shall be elected to this position at the general election beginning with the election in 2026 and shall serve for a term of three years. The Candidate receiving the majority of votes cast for this position, and that is otherwise qualified, is elected.

Councilmember, Position 4 shall be elected to this position at the general election beginning with the election in 2026 and shall serve for a term of three years. The Candidate receiving the majority of votes cast for this position, and that is otherwise qualified, is elected.

Councilmember, Position 5 shall be elected to this position at the general election beginning with the election in 2026 and shall serve for a term of three years. The Candidate receiving the majority of votes cast for this position, and that is otherwise qualified, is elected.

Councilmembers holding office in Positions 3, 4 and 5, at the time of the adoption of this amendment to Section 2, Article IV of the Charter shall hold office until the expiration of their current term of office in 2025.

b. Section 2 of Article VI, and all other sections or parts of sections of the existing charter of the City of Hempstead in conflict with this Section shall be and are hereby repealed

Section 2. The anticipated fiscal impact to the City of Hempstead of proposed Amendment No.1 and/or Amendment No 2. is approved at this Election is the possible, contingent additional cost of a Runoff election, if any candidate were not initially elected by a majority vote of the voters voting at a City General Election, which at the time of this election is estimated to be Seven thousand dollars- (\$ 7,000).

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Applications for a ballot by mail must be received no later than the close of business on April 23, 2024.

Issued this the ____ day of _____, 2024.

Signature of Presiding Office

PROJECT PROPOSAL					
<p style="text-align: center;">LCRA Transmission Strategic Services CUSTOMER SERVICES CONTRACT</p> <p style="text-align: center; font-size: small;">Form CSC revised 06/22/2020</p>	<p>CUSTOMER:</p> <p>City of Hempstead 1125 Austin Hempstead, TX 77445 Attn: Frederick Alexander</p>				
<table style="width: 100%;"> <tr> <td style="width: 70%;">PROJECT:</td> <td style="width: 30%; text-align: right;">DATE SUBMITTED</td> </tr> <tr> <td>Hempstead - Substation Inspection, Maintenance and Testing 2024-2029</td> <td style="text-align: right;">February 1, 2024</td> </tr> </table>		PROJECT:	DATE SUBMITTED	Hempstead - Substation Inspection, Maintenance and Testing 2024-2029	February 1, 2024
PROJECT:	DATE SUBMITTED				
Hempstead - Substation Inspection, Maintenance and Testing 2024-2029	February 1, 2024				
<p>SCOPE OF SERVICES:</p> <p>LCRA will perform substation maintenance for the City. Scope of Services and Pricing Sheet Attached. Price will increase in Year 1, Year 2 and Year 3 and then maintain for Years 4 and 5. Monthly amount added to Power Bill.</p> <p>Pricing as follows:</p> <p>Year 1: March 1, 2024 - February 28, 2025 = \$ 289.41 per month Year 2: March 1, 2025 - February 28, 2026 = \$ 357.01 per month Year 3: March 1, 2026 - February 28, 2027 = \$ 422.50 per month Year 4: March 1, 2027 - February 29, 2028 = \$ 422.50 per month Year 5: March 1, 2028 - February 28, 2029 = \$ 422.50 per month</p>					
<p>PROJECT SCHEDULE:</p> <p>Start:</p> <p style="margin-left: 40px;">Effective Date: March 1, 2024</p> <p>Complete:</p> <p style="margin-left: 40px;">Completion Date: February 28 2029</p>	<p>LCRA CONTACT</p> <p>Bill Jerram bill.jerram@lcra.org 512-940-6713</p> <p style="font-size: x-small;">Lower Colorado River Authority 3700 Lake Austin Blvd. Austin, TX 78767-0220 Attn: Transmission Strategic Services</p>				
<p>CONTRACT TYPE & ESTIMATED COST:</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Contract Type: Independent Contract</td> <td style="width: 50%;">Billing Method: Fixed Price</td> </tr> </table> <p>Total Cost: \$22,967.10</p> <p>Reference Contract:</p> <p style="text-align: center; font-size: x-small;">(Please note that if this is an independent contract, terms and conditions should be attached.)</p>		Contract Type: Independent Contract	Billing Method: Fixed Price		
Contract Type: Independent Contract	Billing Method: Fixed Price				
<p>Customer and the Lower Colorado River Authority agree that the work described above shall be performed in accordance with the terms and conditions in this contract. This proposal is valid for 60 days after submittal.</p>					
<p>Parties:</p> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>City of Hempstead</p> <p>By: _____</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Lower Colorado River Authority</p> <p>By: _____</p> <p>Printed Name Sam Woolard</p> <p>Title: VP, Transmission Field Service</p> <p>_____</p> </td> </tr> </table>		<p>City of Hempstead</p> <p>By: _____</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Lower Colorado River Authority</p> <p>By: _____</p> <p>Printed Name Sam Woolard</p> <p>Title: VP, Transmission Field Service</p> <p>_____</p>		
<p>City of Hempstead</p> <p>By: _____</p> <p>Printed Name _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Lower Colorado River Authority</p> <p>By: _____</p> <p>Printed Name Sam Woolard</p> <p>Title: VP, Transmission Field Service</p> <p>_____</p>				
<p>OFFICE USE ONLY</p> <p>Job Description: <u>Hempstead - Substation Inspection, Maintenance and Testing 2024-2029</u></p> <p>Project ID: _____</p> <p>Work Order: _____</p> <p>Contract Owner: Bill Jerram Contract Coordinator: Catherine Hempfling</p>					

LCRA SUBSTATION SERVICES

Scope of Services

This Contract shall cover substation services for assets listed in Exhibit A for substation equipment and facilities owned by Customer. All inspections shall be performed in accordance with the Standards for Inspection and Maintenance of LCRA Transmission Services Corporation Equipment and Facilities or the manufacturer's service manual, unless otherwise requested in writing by the Customer. LCRA shall provide copies of all applicable reports to the Customer after work completion. All services will be invoiced after the work is performed. All pricing is based on the attached Schedule (Exhibit A).

Additional maintenance on assets not included in Exhibit A must be requested in writing (email is sufficient) or added as an amendment to this agreement. LCRA Transmission Substation Maintenance personnel may also be available for corrective maintenance and/or emergency repair work depending on availability and LCRA Agreement. This work will be charged at Customer Service prevailing rates. These services will be invoiced each time they are required after the work is performed.

LCRA will perform tests and report findings, following the guidelines of standard testing and best practices.

If applicable, Customer shall remain solely responsible for all liabilities and obligations related to the Bulk Electric System ("BES") protection elements, including any regulatory requirements associated with such elements or any fines or penalties resulting therefrom. Notwithstanding anything to the contrary in this Contract, including the Interlocal, LCRA makes no representations or warranties, express or implied, as to the completeness or accuracy of the BES protection elements test reports or their suitability for a particular purpose, and LCRA will not be liable for errors or omissions in, or delays in providing, the BES protection elements test reports.

Either party may terminate this Contract by giving ninety (90) days advance written notice, which shall include an effective date for termination of the Agreement. Written notice shall be provided by email or mail.

CUSTOMER SERVICES CONTRACT

1. Agreement. This Customer Services Contract, including these terms and conditions, the Project Proposal, and any other documents attached hereto (collectively, the "Contract"), contains the entire agreement and understanding between LCRA and Customer with respect to the subject matter of this Contract and supersedes any and all prior or contemporaneous oral and written agreements and understandings regarding the defined scope of services. Additional terms and conditions on Customer's forms (including those accompanying any purchase order, invoice or payment) are a material alteration of this Contract and are rejected and null and void unless expressly agreed to by LCRA in writing. In the case of any conflicts between the terms of this Contract and the terms of any applicable Customer form, the terms of this Contract will control.
2. Services. LCRA will perform services for the Customer as detailed in the Scope of Services section of the Project Proposal ("Services"). Customer will review and respond as appropriate to all reports, studies, recommendations, requests and other submissions of LCRA so as not to delay the performance of the Services.
3. Notices. Correspondence, notices and invoices will be in writing and mailed or delivered to the other party as identified in the Customer and LCRA Contact sections of the Project Proposal, or at such other address as a party may from time to time designate in writing. All notices, correspondence or invoices will be effective upon receipt.
4. Changes Orders. Changes in the scope of the Services may only be made by written agreement of the Customer and LCRA. Verbal changes will not be given or accepted, except in cases of emergencies which pose a risk of personal injury or property damage, and such changes will be followed up with a written confirmation as soon as practicable.
5. Term; Termination. This Contract will commence on the date of the last signature by the parties ("Effective Date") and will govern LCRA's performance of the Services. Either party may terminate this Contract for its convenience at any time by providing written notice to the other party. In the event of such termination, Customer will pay LCRA for all Services performed up to the date of termination, plus (in the case of termination by Customer) any cancellation charges or other termination expenses as may be reasonably identified by LCRA.
6. Costs; Invoicing. As compensation for the Services, Customer will pay LCRA in accordance with one of the following, as identified in the Price section of the Project Proposal:
 - (a) All (i) direct costs incurred by LCRA in performing the Services, including, (1) costs for materials and supplies, (2) labor costs, including salary and benefits, paid to LCRA employees, (3) travel, meal and lodging expenses reimbursed or paid on behalf of LCRA employees within established LCRA expense guidelines, and (4) any third party costs, plus (ii) indirect costs that LCRA normally applies to Services of this nature, including general and administrative costs and other internal expenses and contributions; or
 - (b) A fixed price. Any changes to the scope of the Services may require an increase in the fixed price. Such change to the scope and the correlating fixed price will be agreed to in writing by the parties.
- LCRA may invoice Customer for progress payments for the Services completed to date during the term of this Contract. All payments by Customer under this Contract will be due and payable within 30 days after receipt of invoice. If payment is not timely made, interest will accrue on the unpaid balance at the lesser of the maximum lawful rate, or one percent per month, from the due date until paid.
7. Warranty; Disclaimer.
 - (a) During the term of this Contract, and for a period of 30 days after completion of the Services, LCRA will correct or re-perform any Services not conforming to the requirements of this Contract. Upon completion of the Services, LCRA will assign to Customer all contractor, manufacturer and supplier warranties related to the Services, to the extent LCRA has the right to do so. After such assignment, LCRA will have no continuing obligations to Customer with respect to the good or service to which the warranty applies, and Customer will look solely to the applicable contractor, manufacturer or supplier for relief regarding any claims or remedies, whether based on a warranty or otherwise.
 - (b) Any law, code or standard referenced in this Contract will refer to the version of such law, code or standard in effect as of the Effective Date.
 - (c) **THE WARRANTIES CONTAINED IN THIS SECTION 7 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD AND WORKMANLIKE PERFORMANCE, AND LCRA'S OBLIGATION UNDER SECTION 7(A) IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OR LIABILITY OF LCRA ARISING UNDER THIS CONTRACT.**
8. Environmental Conditions. Prior to LCRA starting any Services on-site, Customer will provide documentation that identifies the presence and condition of any hazardous materials or environmental conditions existing in or about Customer's equipment or the site that LCRA may encounter while performing the Services, and will keep LCRA informed of changes in any such conditions. If LCRA encounters hazardous materials in Customer's equipment or on-site, LCRA is not obligated to perform any Services affected by the hazardous conditions. Customer will indemnify and hold LCRA, its affiliates and their respective directors and employees, harmless for any and all claims, damages, losses, and expenses arising out of or relating to any hazardous materials which are or were (i) present in or about Customer's equipment or the site prior to the commencement of LCRA's work, (ii) improperly handled or disposed of by Customer or Customer's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on-site by parties other than LCRA.
9. Schedule. Unless otherwise expressly stated in the Contract documents, time is *not* of the essence and LCRA will not be liable to Customer for any damages arising out of LCRA's delay in providing the Services, including any failure to meet schedules contained in this Contract.
10. Force Majeure. Neither party will be responsible or liable for any delay or failure in its performance under this Contract to the extent such delay or failure is caused by conditions or events of Force Majeure. The term "Force Majeure" means causes or

CUSTOMER SERVICES CONTRACT

events beyond the reasonable control of, and without the fault or negligence of the party claiming Force Majeure, including (to the extent satisfying the foregoing requirements) (i) acts of God or sudden actions of the elements such as floods, earthquakes, hurricanes, tornadoes, ice storms, or wildfires; (ii) terrorism; war; riots; blockades; insurrection; strike at a regional level; labor disruption at a regional level (even if such difficulties could be resolved by conceding to the demands of a labor group); (iii) any action by a governmental or regulatory entity, including ERCOT or the PUCT; and (iv) pandemic, including the current Coronavirus Disease 2019 outbreak.

11. **LIMITATION OF LIABILITY.** THE TOTAL LIABILITY OF LCRA ARISING OUT OF THIS CONTRACT AND THE SERVICES WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID TO LCRA UNDER THIS CONTRACT, AND LCRA WILL NOT BE LIABLE FOR INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. IN NO EVENT WILL ANY OFFICER, DIRECTOR, EMPLOYEE OR AFFILIATE (OR AFFILIATE'S OFFICER, DIRECTOR OR EMPLOYEE) OF LCRA BE LIABLE TO CUSTOMER UNDER THIS CONTRACT, AND CUSTOMER'S SOLE RECOURSE UNDER THIS CONTRACT WILL BE AGAINST LCRA AND NOT AGAINST SUCH OTHER PERSONS. THE LIMITATIONS ON LIABILITY AND REMEDIES IN THIS PARAGRAPH WILL APPLY REGARDLESS OF WHETHER THE LIABILITY OR CAUSE OF ACTION ARISES IN CONTRACT, WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. NOTHING IN THIS CONTRACT WILL BE CONSTRUED TO WAIVE LCRA'S GOVERNMENTAL IMMUNITY.
12. **Amendment.** This Contract may only be amended or modified through written agreement of the parties signed by an authorized representative of LCRA and by an authorized representative of the Customer.
13. **Assignment.** This Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party may assign this Contract, in whole or part, without the prior written consent of the other party.
14. **Non-Waiver.** No failure or delay on the part of a party to exercise any right or remedy will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any further or other exercise of any such right or remedy.
15. **Partial Invalidity.** If any section or part of this Contract is declared invalid by any court of competent jurisdiction, the court's decree will not affect the remainder of this Contract, and the remainder of this Contract will remain in full force and effect with the deletion of the part declared invalid.
16. **Choice of Law; Venue; Waiver of Jury Trial.** This Contract will be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. Each party irrevocably consents and agrees that any legal action or proceeding arising out of this Contract will be brought exclusively in a court of competent jurisdiction in Travis County, Texas. LCRA AND CUSTOMER IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.
17. **Ownership.** Intellectual property and rights to intellectual property owned by any party on the Effective Date will remain the property of that party. All deliverables, including plans, drawings, designs, specifications, computer programs or applications photographs, studies, data, schedules, test readings, technical reports, and calculations developed or utilized by LCRA or its subcontractors which are developed and specified to be delivered under this Contract and which are paid for by Customer are the property of Customer, but subject to LCRA's intellectual property rights. Customer recognizes that no deliverables will be suitable for reuse at any Customer facility or in connection with any project other than that for which the deliverable was prepared. LCRA DISCLAIMS LIABILITY FOR ANY REUSE OF THE DELIVERABLES ON ANY OTHER FACILITY OR PROJECT THAT IS DONE WITHOUT THE EXPLICIT, WRITTEN APPROVAL OF LCRA.
18. **Confidentiality.** "Confidential Information" means information marked or otherwise designated as "confidential" by a party. Confidential Information may only be used by the parties for purposes related to the performance of this Contract, and each party agrees not to disclose Confidential Information of the other party to any other person (other than its affiliates, and the party's and affiliate's respective employees and directors, or to contractors who agree to be bound by the provisions of this Section), provided that either party may disclose Confidential Information if and to the extent such disclosure is required by law (including the Texas Public Information Act). In the event a party is requested under law to disclose Confidential Information, such party will to the extent possible notify the other party within three business days of such request.
19. **Municipally Owned Utilities.** If Customer is a municipally owned utility, the following additional terms will apply:
 - (a) This Contract is entered into under the authority of Chapter 791 of the Texas Government Code;
 - (b) Customer pledges the revenues of its electric utility system to pay its obligations under this Contract. In addition, the amounts payable by Customer to LCRA under this Contract are operation and maintenance expenses as contemplated by Section 1502.056 of the Texas Government Code and, as a result, are a first lien against the revenues of Customer to secure the Customer's payment obligations to LCRA hereunder. Customer agrees that it will not request Services for which funds have not been appropriated and are not available.
 - (c) Payments made under this Contract (1) are based on cost recovery, (2) will fairly compensate LCRA for the Services, and (3) will be made from current revenues available to Customer.
20. **Survival.** Termination or expiration of this Contract will not relieve, reduce, or impair any rights or obligations of a party which expressly or by implication survive termination or expiration of this Contract. Without limiting the generality of the foregoing, the following sections will survive the termination or expiration of this Contract: Costs; Invoicing; Warranty; Disclaimer; Environmental Conditions; Schedule; Limitation of Liability; Choice of Law; Venue; Waiver of Jury Trial; Ownership, Confidentiality, and Municipally Owned Utilities.



**HEMPSTEAD 5-Year Substation Inspection Maintenance and Testing
EXHIBIT A - Pricing Sheet**

Monthly Visual Inspection (11 per year)		AMOUNT	Adj Year 1	Adj Year 2	Year 3	Year 4	Year 5	
HEMPSTEAD - (one per month - total of 11 checks per year for 5 years)		\$7,474.50	\$ 1,130.25	\$ 1,394.25	\$ 1,650.00	\$ 1,650.00	\$ 1,650.00	Annual
		\$7,474.50						
Visual Inspection and Trip and Close Breaker on an Annual Basis (1 per year)		AMOUNT						
HEMPSTEAD - 3 breakers - one per year for 5 years		\$6,795.00	\$ 1,027.50	\$ 1,267.50	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	Annual
		\$6,795.00						
Internal/External Inspection - 1 time over 5 years (includes relay testing)		AMOUNT						
HEMPSTEAD - 2 breakers per day - 3 breakers total		\$8,697.60	\$ 1,315.20	\$ 1,622.40	\$ 1,920.00	\$ 1,920.00	\$ 1,920.00	Annual
		\$8,697.60						

Total # of Breakers	Site 1	3	5-Year TOTAL					
			MONTHLY: \$ 289.41	\$ 357.01	\$ 422.50	\$ 422.50	\$ 422.50	Annual

Monthly Visual Inspection	\$ 50.00	Year 1: March 1, 2024 - February 28, 2025	\$ 289.41	per month
Visual Inspection Trip/Close	\$ 500.00	Year 2: March 1, 2025 - February 28, 2026	\$ 357.01	per month
Int/Ext Inspection	\$ 3,200.00	Year 3: March 1, 2026 - February 28, 2027	\$ 422.50	per month
		Year 4: March 1, 2027 - February 29, 2028	\$ 422.50	per month
		Year 5: March 1, 2028 - February 28, 2029	\$ 422.50	per month

Distribution Breaker Maintenance Scope of Work

This agreement shall cover, Per Distribution Breaker: See attached spreadsheet for details.

1. A monthly visual inspection.
2. A Yearly trip/close check.
3. One internal/external/relay test/inspection every 5 years.

Circuit Breaker Maintenance – Distribution

- Clean components of lift rods/cross-arms, check for wear, damage, looseness and check alignment
- Inspect bushing CT's for damage and loose wiring
- Inspect gaskets
- Perform leak test
- Verify ground connections
- Inspect bushings for damage and clean
- Filter oil
- Tighten high voltage line/load connections
- Hi-pot vacuum bottle
- Measure contact resistance

Relay Circuit Breaker - Distribution

Relay Calibration, including UFLS relays.

- For verification of relay settings the customer must provide the settings unless LCRA TSC Systems Protection has previously provided
 - Verify operational settings according to latest transmission system requirements
 - Verify relay case grounding
 - Verify indication lights
 - For non-digital relays test and calibrate if necessary
 - Verify proper operation and pickup of trip indications
 - Verify timers for correct settings
 - Verify correct operations of alarms to SOCC/annunciator
 - Verify control, CT, and PT wiring connections on relays and terminal blocks are tight
 - Verify the A/D converters, if included, within the relay by testing or comparing values against other devices
 - Verify operations of all relay inputs and outputs essential to proper function not covered above
 - For instrument transformers verify presence, rotation and direction/polarity of all voltage and current inputs and compare to another instrument transformer on the same circuit
 - Verify sync check voltage for applicable automatic reclosing schemes
 - For auxiliary equipment check AC and DC voltage inputs to all relays, carrier and aux equipment
- Function test/Trip check
- Verify correct operation of all switching devices under relay control
 - Verify proper operation of all relay panel trip/control circuits
 - Verify electrical operation of electromechanical lockout
 - Verify the pressure or flow sensing mechanism is operable in sudden pressure tripping relays

Mr. Henry Steen
Law Office of Henry Gates Steen, Jr., P.C.
Steen Building, Suite 306
3001 N. Lamar Bldg.
Austin, Texas 78705

VIA FAX: 512-476-0325 and CMRRR

RE: Notice of Termination of Delinquent Tax Contract between the City of Hempstead and Law Office of Henry Gates Steen, Jr., P.C.

Dear Mr. Steen:

This letter confirms the action taken by the City of Hempstead City Council on February 20, 2024 that the City terminated its contract for the collection of delinquent taxes with your firm.

As provided in the City of Hempstead's delinquent tax collection contract, your law firm has six months to wrap up any pending litigation. This six-month period will end on August 20, 2024. The City is requesting that you waive your wrap-up period granted under the contract. If you are willing to waive the wrap-up period, please let me know.

To assist in a smooth transition, please provide to our new firm Perdue Brandon Fielder Collins & Mott LLP a complete list of all lawsuits, cases that have been struck off and bankruptcy matters that your law firm has pending on behalf of the City of Hempstead. The list should include cause numbers and tax account numbers for each case. We will provide this list to the Waller County Tax Office so that they can pay your firm on any accounts that are collected during the wrap-up period. Additionally, please refrain from filing from this date and onward any new lawsuits on behalf of the City of Hempstead without my prior approval.

On behalf of the City of Hempstead, thank you and your firm for your past service in advance and for your cooperation in making the transition between law firms a seamless process.

Sincerely,

Mayor Erica Gillum
City of Hempstead

Cc: Ms. Sabrina Alvarez, City Secretary, City of Hempstead
Ms. Otilia Gonzales, Perdue Brandon Fielder Collins & Mott LLP
Mrs. Ellen Contreras Shelburne, Waller County Tax Assessor-Collector

CONTRACT FOR THE COLLECTION OF DELINQUENT TAXES

THE STATE OF TEXAS

§

COUNTY OF WALLER

§

§

THIS CONTRACT is made and entered into by and between **CITY OF HEMPSTEAD, TEXAS**, a political subdivision of the State of Texas, acting by and through its City Council, hereinafter called Taxing Authority, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, Attorneys at Law, Houston, Texas, or their duly authorized representatives, hereinafter called the Firm.

I.

Taxing Authority agrees to employ and does hereby employ the Firm to enforce by suit or otherwise, the collection of all delinquent taxes, penalty and interest, owing to the Taxing Authority which the Taxing Authority's Tax Collector refers to the Firm, provided current years taxes becoming delinquent within the period of this contract shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this contract that are not delinquent for any prior year become subject to the terms of this contract on the 1st day of the month in which penalties attach to the taxes pursuant to Section 33.07, 33.08 and/or 33.11 of the Texas Property Tax Code; and
- B. Taxes that become delinquent during the term of this contract on property that are delinquent for prior years shall become subject to its terms on the first day of delinquency when such property is under litigation or comes under litigation or is referred to the firm for collection by the Taxing Authority's Tax Collector.
- C. Taxing Authority reserves the right to make the final decision as to whether or not to enforce by suit any delinquent tax account turned over to the Firm for collection.

II.

The Firm is to call to the attention of the collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and

is to intervene on behalf of the Taxing Authority in all suits for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

III.

The Firm agrees to make progress reports to the Taxing Authority on request and to advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

IV.

All activities performed by the Firm in connection with this contract (i.e. title research fees) are at no out of pocket cost to the taxing authority.

V.

Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes, when an equal amount of Section 33.07 or 33.08 penalties is recovered from the taxpayer. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage, as set forth below, of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and also the appropriate percentage, as set forth below, of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

Compensation Amounts

15% of tax year 2001 and prior year collections;

20% of tax year 2002 and subsequent year collections.

VI.

Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll as necessary. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due:..." The Firm agrees to advance on behalf of Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against Taxing Authority for uncollected costs or expenses.

VII.

This Contract shall commence on _____ and continue in force and effect until _____ and thereafter on a month to month basis except that either party to this agreement may terminate this agreement by giving the other party thirty (30) days written notice of their desire and intention to terminate this agreement; and further provided that the Firm shall have an additional six (6) months to reduce to payment or judgment all tax litigation and bankruptcy claims filed prior to the date this agreement becomes terminated.

VIII.

Every provision of this Agreement is intended to be severable. If any term or provision hereof is hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Agreement, it being intended that such remaining provisions shall be construed in a manner most closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

Pursuant to Chapters 2252, 2271, and 2274 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

In consideration of the terms and compensation here stated, the Firm hereby accepts said employment and undertakes the performance of this Contract as above written.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of the governing body who is authorized to execute this instrument by Order heretofore passed and duly recorded in its minutes.

WITNESS the signatures of all parties hereto in duplicate originals this the _____ day of _____, 2024, Waller County, Texas.

PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.

Attorneys At Law
1235 North Loop West, Suite 600
Houston, Texas 77008
(713) 862-1860 or 1 (800) 833-5886
(713) 862-1429 Fax

By: _____

CITY OF HEMPSTEAD, TEXAS

By: _____

Attest: _____

Written Findings:

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP

In an open meeting, the City Council for the City of Hempstead, Texas considered all matters listed Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The City Council, pursuant to Section 2254.1036(b), of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of the City of Hempstead, Texas; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because the City of Hempstead, Texas does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contract by and between the City of Hempstead and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes with services to be paid in accordance with Section 6.30 of the Tax Code.

APPROVED and EXECUTED this the ____ day of _____, 2024.

On Behalf of the City of Hempstead, Texas



City of Hempstead

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

RESOLUTION 24-_____

A RESOLUTION OF CITY OF HEMPSTEAD, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER(S) SELECTION FOR COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM (RCP) PROGRAM(S).

WHEREAS, participation in CDBG-MIT RCP program(s) requires implementation by professionals experienced in the administration of federally-funded projects;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for planning and management services has been completed in accordance with the GLO requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

Section 1.	That <u>GRANTWORKS</u> is selected to provide application and project-related planning and management services for CDBG-MIT RCP program(s).
Section 2.	That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED ON _____

APPROVED:

Erica Gillum, Mayor

ATTEST:

Sabrina Alvarez. City Secretary

Sabrina Alvarez

From: Loren Del Bosque <loren.delbosque@grantworks.net>
Sent: Wednesday, February 7, 2024 11:01 AM
To: Sabrina Alvarez
Subject: Suggested RCP language and Hiring Resolution
Attachments: 1.- CDBG-MIT RCP RFP Procurement Guidance.docx; 4.-CDBG-MIT RCP- RFP Hiring Resolution.docx

Hi Sabrina,

Please see the suggested RCP agenda language for the City's upcoming city council meeting on February 20, 2024.

*"...Discuss, consider, and select **planning and management service provider(s)** to complete application and project implementation for the Community Development Block Grant-Mitigation (CDBG-MIT) Resilient Communities Program (RCP) funding administered by the Texas General Land Office..."*

I've attached a hiring resolution for you as well.

Please let me know if you have any questions.

Thank you,
Loren

Loren Delbosque | Client Resources Specialist | (832) 985-5354 | loren.delbosque@grantworks.net



| 2201 Northland Drive, Austin, Texas 78756 | www.grantworks.net

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



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Sabrina Alvarez

From: Chase Patton <cpatton@tmlirp.org>
Sent: Friday, February 16, 2024 12:05 PM
To: Sabrina Alvarez
Subject: RE: [External] City Council

Good afternoon,

Here is some information I pulled from a TML Legislative Update on governmental functions and tort caps.

"Cities are immune from being sued, unless that immunity is expressly waived by the Texas Legislature.

With regard to torts, the Texas Tort Claims Act waives immunity in limited circumstances and limits the damages that can be recovered against a city when performing a governmental function. (Under the Tort Claims act, a "governmental function" provides for the health, safety, and welfare of the general public. Examples of governmental functions include police and fire protection, health and sanitation services, parks and zoos, zoning, animal control, and many more.)

In contrast, the Tort Claims Act maintains the broad common law waiver of immunity for a city that is performing a proprietary function. (A "proprietary function" is one that a city may, in its discretion, perform. For example, providing electricity to residents is an example of a "proprietary function" under the Tort Claims Act.) If a city is found liable for a tort caused by a proprietary function, ***the amount of damages may be unlimited.***"

Excerpt is from TML Legislative update April 8, 2016, Number 14 <https://www.tml.org/514/April-8-2016-Number-14>

Given that damages have the potential to be unlimited, I suggest the City of Hempstead increase the General Liability limit to something above the current \$1,000,000 limit. Many neighboring cities with gas or electric generation operations have limits ranging from \$3,000,000 to \$10,000,000. \$2,000,000 is also an option. Thank you.

From: Sabrina Alvarez <salvarez@hempsteadcitytx.gov>
Sent: Thursday, February 15, 2024 8:05 AM
To: Chase Patton <cpatton@tmlirp.org>
Subject: RE: [External] City Council

6PM

Sabrina Alvarez

From: Chase Patton <cpatton@tmlirp.org>
Sent: Thursday, January 11, 2024 11:58 AM
To: Sabrina Alvarez; Leslye Gonzalez
Subject: Animal Application
Attachments: X166 Animal Mortality Application .docx

Good morning,

Attached is the application for a quote on the animal mortality coverages we discussed yesterday. Please let me know if you have any questions. Thank you.

Chase Patton
Senior Risk Management Advisor
Texas Municipal League Intergovernmental Risk Pool
Direct: 512-491-2497 | Cell: 806-317-5845
Main: 512-491-2300 | Fax: 512-491-2311
CPatton@TMLIRP.org



APPLICATION FOR ANIMAL MORTALITY/THEFT & MEDICAL COVERAGES

Name:	Entity ID:
Effective Date:	Anniversary Date:

COVERAGE INCLUDED: Animal Mortality and Theft Surgical Endorsement:
Canine Veterinary Fee Coverage \$5,000 Annual Aggregate
Loss of Use of Covered Animals

ANIMAL NAME	REGISTRATION NUMBER *	BREED	SEX	DATE OF BIRTH **	DATE ACQUIRED	EXACT USE	PURCHASE PRICE	AMOUNT INSURED
							\$	\$
							\$	\$
							\$	\$
							\$	\$
							\$	\$
							\$	\$

1. Are any animals leased? (If so, please attach copy of lease) Yes No

2. With whom are animals kept? Owner Handler Trainer *(Please provide the information below):*

Name: _____

Address: _____

Telephone Number: _____

3. Have animals ever been treated for any accident, illness or lameness?

Yes ☐ No ☐

If yes, give date and description of treatment:

* In order for theft coverage to apply, the animal must have a tattoo number that is registered with recognized registry or an implanted microchip.

** Animals that are 10 years or older are not eligible for coverage.

Applicant's Signature: _____ **Date:** _____

(Return This Page)

Texas Municipal League Intergovernmental Risk Pool

Sabrina Alvarez

From: Chase Patton <cpatton@tmlirp.org>
Sent: Friday, January 12, 2024 9:43 AM
To: Leslye Gonzalez; Sabrina Alvarez
Subject: FW: [External] Gen. Liability for Hempstead (6571)

Good morning,

Here is the quote for the prorated contribution to increase general liability to \$5 million and \$10 million. Thank you.

From: Angela R. Mattréss <amattress@tmlirp.org>
Sent: Thursday, January 11, 2024 2:31 PM
To: Chase Patton <cpatton@tmlirp.org>
Subject: RE: [External] Gen. Liability for Hempstead (6571)

Multiply those amounts by .663 (prorata factor) for the contrib as of 2/1:
\$825 for \$5M limit and \$1,413 for \$10M

Angela

From: Chase Patton <cpatton@tmlirp.org>
Sent: Thursday, January 11, 2024 2:24 PM
To: Angela R. Mattréss <amattress@tmlirp.org>
Subject: Re: [External] Gen. Liability for Hempstead (6571)

Is that the prorated amount as of 2/1/24?

From: Angela R. Mattréss <amattress@tmlirp.org>
Sent: Thursday, January 11, 2024 2:20 PM
To: Chase Patton <cpatton@tmlirp.org>
Subject: RE: [External] Gen. Liability for Hempstead (6571)

Hi, Chase.

To increase the GL deduct/limit to \$500/\$5M, the add'l contrib would be \$1,244.

To increase the GL deduct/limit to \$500/\$10M, the add'l would be \$2,131.



General Liability Limit & Deductible Options

Member Name: Hempstead
 Member ID: 6571
 Contract Type: Liability
 Coverage Period: 10/01/2023 to 10/01/2024

Limit Each Occurrence	Deductible per Occurrence					
	\$0	\$500	\$1,000	\$2,500	\$5,000	\$10,000
\$300,000	\$14,429	\$13,664	\$13,217	\$12,366	\$11,442	\$10,273
\$500,000	\$14,568	\$13,803	\$13,356	\$12,505	\$11,581	\$10,412
\$1,000,000	\$14,674	\$13,909	\$13,462	\$12,611	\$11,687	\$10,518
\$2,000,000	\$15,371	\$14,606	\$14,159	\$13,308	\$12,384	\$11,215
\$3,000,000	\$15,938	\$15,173	\$14,726	\$13,875	\$12,951	\$11,782
\$5,000,000	\$16,683	\$15,918	\$15,471	\$14,620	\$13,696	\$12,527
\$10,000,000	\$17,570	\$16,805	\$16,358	\$15,507	\$14,583	\$13,414

Limit shown is each occurrence. Unless otherwise noted, annual aggregate limit is twice the each occurrence limit applies to all occurrence limits over 5 million. Contributions represented on the grid are annual contributions. Es annual term may vary from actual calculated contributions due to rounding.

Thank you,
 Angela R. Mattréss, AU, AINS, ARM, ARM-P, MLIS
 Underwriter
 Underwriting Department

Contact Information

Direct Telephone: (512) 491-2384

Facsimile: (512) 491-2404

Electronic Mail: amattress@tmlirp.org

Mailing Address: Texas Municipal League Intergovernmental Risk Pool @ PO Box 149194 - Austin, TX 78714-9194

Our Website: <http://www.tmlirp.org>

From: Chase Patton <cpatton@tmlirp.org>

Sent: Wednesday, January 10, 2024 10:26 AM

To: Angela R. Mattréss <amattress@tmlirp.org>

Subject: Fwd: [External] Gen. Liability

The City of Hempstead would like a quote on the prorated amount of general liability with a \$500 deductible and limit of \$5 million and \$10 million. They need this because this must go before city council in order to get approval. Please base the quote on an effective date of February 1, 2024. Thank you.

From: Leslye Gonzalez <lgonzalez@hempsteadcitytx.gov>
Sent: Wednesday, January 10, 2024 10:10 AM
To: Chase Patton <cpatton@tmlirp.org>
Cc: Sabrina Alvarez <salvarez@hempsteadcitytx.gov>
Subject: [External] Gen. Liability

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Please provide me with two quotes for liability insurance. The first should have a coverage of 5 million with a 500 dollar deductible, and the second should have a coverage of 10 million with a 500 dollar deductible.

Leslye Gonzalez

ASSISTANT CITY SECRETARY / HUMAN RESOURCES

CITY OF HEMPSTEAD
1125 AUSTIN STREET
HEMPSTEAD, TX 77445
(979) 826-2486 ext. 120
lgonzalez@hempsteadcitytx.gov
www.hempsteadcitytx.com





12345 Jones Road, Suite 270
Houston, TX 77070
281-955-2772 • Fax 281-955-6678
www.eicsurveying.com • eic@eicsurveying.com

Firm No. 10033400

January 29, 2024

Ramiro Bautista
936-510-4659
rbautista@hempsteadcitytx.gov

Thank you for allowing E.I.C. Surveying Company the opportunity to provide you with this proposal for our professional services. Below is the pricing information you requested.

<i>Property address:</i>	<i>Legal Description/County & Current owner:</i>	<i>Estimated time-frame to complete:</i>
1125 Austin Street Hempstead, TX 77445	Lot WB in Block 194 and Lots 1-10 in Block 220 in the city of Hempstead Current Owner: City of Hempstead	This project will be finished in approximately 15-20 business days after receipt of signed contract, weather permitting

<i>Type of Service:</i>	<i>Price of Service:</i>
Boundary Survey will be:	\$4,600.00 no tax

PLEASE NOTE: This survey will conform to the minimum standards of practice as approved by the Texas Board of Professional Land Surveying. If another type of certificate is needed there will be an additional charge. Any additional services not included above will incur additional charges. The time-frame above is contingent upon our receipt of needed documents and site accessibility.

Please be aware that in the event our crews are unable to access the site there will be an additional trip fee of \$125.00, per incident. Once we are engaged any cancellation must be in writing and we will invoice for work completed to date of cancellation.

Field Crew Staff are not permitted to make changes to the work order. If you decide that you need additional work performed after signing this contract or once the field crew has arrived at your property you must first call the office to discuss and you must forward a written notice before the additional work will be performed. The cost of the additional work will be added to your invoice.

If this proposal entails the scope of work requested at this time and is acceptable, we will consider your signature below as authorization to proceed and a personal guarantee of payment for services provided. Payment is due upon receipt and is not dependent upon any real estate transaction.

Thank you for your consideration, please call if you have any questions. We look forward to working with you on this project.

Sincerely yours,

Craig A. Laney, R.P.L.S.
President

On behalf of _____, I, _____,
[COMPANY NAME OR N/A] [PRINTED NAME]

the undersigned, authorize E.I.C. Surveying Company to proceed with the services outlined herein. By signing this contract I am agreeing to the terms, conditions and stipulations outlined herein.

Signature

Date

Once you sign this quote it becomes a contract. After signing the first page please also complete and sign the attached "Invoicing and Delivery Information" sheet and fax (281-955-6678) or email (eic-custserv@eicsurveying.com) **BOTH** sheets back to our office. We will not start your project until both pages are returned to us. We will contact you when the work is complete and available for distribution.

E.I.C. Surveying Company Invoicing and Delivery Information

(Please complete all information below)

Invoice will be made out to:

Name: _____

Address: _____

Phone # _____

Email Address: _____

Tell us why you need this survey?

1. _____ *Selling property **complete Title/Mortgage Info** ➡

2. _____ *Buying property **complete Title/Mortgage Info** ➡

3. _____ *Refinance property **complete Title/Mortgage Info** ➡

4. _____ *New construction (a title policy will be required by most banks)

5. _____ Putting up a fence **(payment due before work begins)**

6. _____ Putting in a pool **(payment due before work begins)**

7. _____ Empty Lot/wanting to know my boundaries
(payment due before work begins)

8. _____ Other reason that is not listed above:

Payment and Delivery Options: (please check appropriate boxes)

Please Note: Survey drawings will not be released without payment

I will pay by: _____ CASH _____ CHECK

_____ I will pay when I pick up the survey drawings from your office.

OR

_____ Please email me the invoice and I will mail my **CHECK** *while* the survey work is being done. Then mail drawings to the address below.

_____ Please email me the invoice once the survey work is completed and then I will mail my check. Then mail drawings to the address below.

_____ **I would like to pay Electronically***
(ACH debit/eCheck/Credit Card)

(We will email you a payment link to the email address above)

***(We have a minimum of \$400 and up to use our electronic payment option)**

☐ I will pick up the survey drawings at your office once the survey is complete and you have received my payment.

☐ Mail the survey drawings to the address below once the survey is complete and you have received my payment.

Mailing Address:

Title/Mortgage Company Information:

(*for buying, selling, refinancing & new construction options)
(Most Title/Mortgage Companies require this info to appear on the survey)

☐ **NO, there will be no Title Policy for this project.**

Please print whose name should appear on the face of the survey drawing?

IF NO NAME IS WRITTEN ABOVE, WE WILL USE THE NAME/NAMES ON THE TAX ROLL SHEET.

☐ **YES, there will be a Title Policy/Report for this project.**

(please fill out the information below so EIC Surveying Company can contact the Title Co, Bank Or a Mortgage Co to obtain copy of the title report)

Title Company, Bank or Mortgage Company Name: _____

Contact Person: _____

Email Address: _____

Telephone Number: _____

Fax Number : _____

The Closing date for this file: _____

If you are working with a Title Company, Bank or and a Mortgage Company, our office will need a copy of Schedule A & B of the Title Report before the survey can be finalized. If a Title Company is not noted above the survey will be noted as completed "without the benefit of a title".

This company does not abstract title and does not certify to easements or restrictions that might only be found during a title search by a Title Company. Easements and Restrictions listed on a Recorded Plat (if applicable) will be notated on the Survey Drawing.

Please check with your local governing agencies for any additional easements, building lines or other restrictions that might affect your project.

If, at a later date, the Title Report information needs to be added to the completed survey drawing there will be an additional charge.

PLEASE NOTE:

ANY AND ALL REFUNDS GIVEN BY COMPANY CHECK ONLY

I, _____, have read all the information contained in this contract and understand the
[PRINTED NAME]

Terms of the contract. I further understand that if I make any changes to the information included hereon or need additional services not listed on page 1, or additional services at a later date, there will be an additional charge assessed to my account.

Signature: _____ Date: _____

Sabrina Alvarez

From: Ramiro Bautista
Sent: Thursday, February 1, 2024 11:47 AM
To: Kollye Kilpatrick
Cc: Sabrina Alvarez; Lilliana Rodriguez
Subject: FW: 1125 Austin St.
Attachments: Ramiro Bautista- City of Hempstead, WB in Bl 194, Lots 1-10 in Bl 220, 1125 Austin St. BOUND SURVEY.pdf

Good morning sir,

Here is the first quote for city owned property.

Thank you,

Bautista



Ramiro Bautista, Ph.D.

Director

Phone: 979-826-2486

Mobile: 936-510-4659

Email: rbautista@hempsteadcitytx.gov

1125 Austin St

Hempstead, TX 77445

<https://hedc.hempsteadcitytx.gov>

The fight is never about grapes or lettuce. It is always about people. - Cesar Chavez

CONFIDENTIAL: This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this email. Please notify the sender immediately by email if you have received this email by mistake and delete this email from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

From: eic-custserv@eicsurveying.com <eic-custserv@eicsurveying.com>

Sent: Monday, January 29, 2024 10:31 AM

To: Ramiro Bautista <rbautista@hempsteadcitytx.gov>

Subject: 1125 Austin St.

Good morning Mr. Bautista,

Thank you for considering E.I.C. Surveying Company to help you with your Surveying project. Attached, please find the quote for the property referenced above. If you would like to move forward with our company please complete and sign all pages of the quote and email back to me at your earliest convenience. Once we receive your signed contract, we will place your project on our schedule. Please let me know if you have any questions. Thank you again for your consideration, we really appreciate it.

Sincerely Yours,
Trish McCord
Customer Service
E.I.C. Surveying Company

12345 Jones Road, Suite 270
Houston Texas 77070
eic-custserv@eicsurveying.com
281-955-2772
281-955-6678 (fax)

PLEASE MAKE NOTE OF OUR NEW EMAIL ADDRESS EIC-CUSTSERV@EICSURVEYING.COM. PLEASE UPDATE YOUR RECORDS AS SOON AS POSSIBLE. THE OLD EMAIL ADDRESS OF EIC-KARLA@EICSURVEYING.COM WILL NO LONGER BE AVAILABLE AFTER APRIL 2023.



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 THE CODE OF ORDINANCES BY AMENDING ARTICLE 4.02 BUILDING AND CONSTRUCTION CODES AND STANDARDS OF CHAPTER 4 BUILDING REGULATIONS RELATING TO INSURANCE REQUIREMENTS; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

* * * * *

WHEREAS, the City Council of the City of Hempstead, Texas ("City") desires to amend its regulations relating to the provision of liability insurance for contractors conducting construction activity within the City to adequately protect the general public; and

WHEREAS, the City Council now desires to adopt this Ordinance to achieve same;

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: The Code of Ordinances of the City of Hempstead, Texas, is amended by amending Subsection (b) Amendments to the International Building Code, 2021 Edition, of Section 4.02.031 Adopted amendments, of Division 2 Building Code, of Article 4.02 Building and Construction Codes and Standards of Chapter 4 Building Regulations to read in its entirety as follows:

"4.02.031 Adopted; amendments.

. . . .

(b) Amendments to the International Building Code, 2021 Edition. The International Building Code 2021 Edition is hereby amended by adding the following requirements:

- (1) The "building official" shall be designated by the City council. The person designated shall continue as long as there is satisfactory service and performance. Such person shall perform such duties as may be delegated to them from time to time by the City.

The "building inspector" shall also be designated by the City council. This designation shall continue as long as there is satisfactory service and performance. Such person shall perform duties as may be delegated to them by the City.

- (1) References to Department of Law. The International Building Code, 2021 Edition adopted and incorporated by reference is amended so that any reference in said code to the "department of law" shall be interpreted to mean the City of Hempstead, Waller County, Texas.
- (2) Use of terms. As used throughout this chapter and the Code of Ordinances, the terms "chief administrator," "director of public works," "plumbing inspector," "gas inspector," "electrical inspector," "mechanical official," etc., shall be interpreted to mean the building inspector of the City or such other person designated by the City.
- (3) Issuance of Permit and Expiration:

- (a) The permit required pursuant to the International Building Code 2021 Edition shall be issued by the city secretary after the building inspector has approved the application upon being satisfied that all relevant rules, regulations, and requirements of the city have been complied with.

- (b) All construction must commence within ninety (90) days from the date of the issuance of the building permit. In the event that construction is not commenced or in progress on or before the expiration of ninety (90) days, then the holder of the permit shall renew the building permit by making a renewal application to the City secretary.

The renewal shall be subject to additional fees as set forth in a schedule of fees adopted by City Council.

In the event that construction has not commenced within the second ninety (90) day period, a new application shall be made with the City secretary and a new permit will be issued after the building inspector has approved the application and upon the payment of a fee of one-half (1/2) of the original fee unless a different amount has been adopted by City Council and provided no changes have been made in the original plans and specifications

In no event shall a building permit be valid after one (1) year from the date of issuance, except and unless construction has commenced in accordance with the foregoing requirements.

- (4) Schedule of Permit Fees. It shall be unlawful for any person to construct or structurally alter any building within the City without obtaining a permit therefor from the City secretary, as provided in this Chapter. The permit fee for the issuance of the building permit shall be in accordance with the schedule of fees

adopted by the City council.

(5) Required Inspections.

- (a) All contractors will be required to give adequate time to the building inspector to make the necessary inspections, review the plans and study the code pertaining to the building or be subject to disqualification of permit.
- (b) All inspection and construction data will remain on file in the City records and may be examined at any time.

(6) Variances. All variances from the regulations of this code and appeals from actions of the City including the City secretary, building official or building inspector shall be considered by the City council at a public hearing within ten (10) days of the date the written request for variance or notice of appeal has been received by the City secretary.

(7) Insurance Requirements. The person or entity that will actually perform the work or services covered by a permit shall provide to the City evidence of comprehensive general liability insurance, issued by a company licensed to do business in Texas, in the following amounts, for the duration of the permit, and shall furnish certificates of insurance to the City as evidence thereof: The certificates shall provide that the insurance shall not be canceled, reduced, or changed without 30 days advance notice to the City: Comprehensive general liability insurance covering all risks associated with the work, with a minimum bodily injury limit of \$100,000.00, \$300,000.00 per occurrence, and a property damage limit of \$400,000.00, or a property damage limit equal to or exceeding the amount of the contract amount, whichever is greater."

SECTION 2: The Code of Ordinances of the City of Hempstead, Texas, is amended by amending Section 4.02.061 Amendments; buildings placed on top of blocks or bricks, of Division 2 Building Code, of Article 4.02 Building and Construction Codes and Standards of Chapter 4 Building Regulations to read in its entirety as follows:

"Section 4.02.061. Amendments to the International Residential Code 2021 Edition.

The International Residential Code 2021 Edition is hereby amended by adding the following requirements:

- (a) Exterior Walls. All exterior walls shall be supported on continuous solid or fully grounded masonry or concrete footings, wood foundations, or other approved structural systems which shall be of sufficient design to accommodate all loads in accordance with the requirements of the International Residential Code 2021 Edition, and to transmit the resulting loads to the soil within the limitations as determined from the character of the soil. Footings shall be supported on undisturbed natural soils or engineered

fill. Buildings and structures shall not be placed or constructed on top of blocks or bricks that are not bonded together to form a continuous foundation.

(b) Blocks or Bricks.

(i) No residential buildings or structures placed or constructed on top of blocks or bricks, in violation of this section, will be permitted within the City, unless such building or structure was lawfully existing and occupied prior to the effective date of this section.

(ii) Residential buildings or structures existing on top of blocks or bricks prior to the date of this section may remain so situated unless otherwise determined to be unsafe and/ or uninhabitable.

(c) Insurance Requirements. The person or entity that will actually perform the work or services covered by a permit under the International Residential Code 2021 Edition shall provide to the City evidence of comprehensive general liability insurance, issued by a company licensed to do business in Texas, in the following amounts, for the duration of the permit, and shall furnish certificates of insurance to the City as evidence thereof. The certificates shall provide that the insurance shall not be canceled, reduced, or changed without 30 days advance notice to the City: Comprehensive general liability insurance covering all risks associated with the work, with a minimum bodily injury limit of \$100,000.00, \$300,000.00 per occurrence, and a property damage limit of \$400,000.00, or a property damage limit equal to or exceeding the amount of the contract amount, whichever is greater.

(d) Exception to Insurance Requirements. The insurance requirement recited above shall not be required if i) the homeowner is the person that will actually perform the work or services covered by a permit under the International Residential Code 2021 Edition; ii) the property to which the permit(s) relates is listed as their homestead according to the Waller County Central Appraisal District records; and iii) the person does, in fact, live in the home."

SECTION 4. Penalty. Except where expressly provided for otherwise, any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and on conviction thereof, shall be fined in an amount not exceeding Two Thousand Dollars (\$2,000.00) if the violation relates to fire safety, zoning, or public health and sanitation other than dumping of refuse; an amount not exceeding Four Thousand Dollars (\$4,000) for the dumping of refuse; otherwise, the fine shall be in an amount not exceeding Five Hundred Dollars (\$500.00). Each calendar day any violation of this Ordinance continues shall constitute a separate offense. Hempstead retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5. Severability. In the event any section, paragraph, subdivision, clause,

phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Hempstead, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

PASSED, APPROVED and ADOPTED on this ____ day of _____, 2024.

Erica Gillum, Mayor

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 20th day of February 2024

ATTEST:

APPROVED:

Sabrina Alvarez, City Secretary

Erica Gillum, Mayor

MEMORANDUM

TO: Kollye Kilpatrick, Managing Director of Operations

FROM: Ramiro Bautista, HEDC Director

DATE: February 7, 2024

RE: Request Approval - Vehicle Lease Agreement

INTRODUCTION:

Please accept this memo and the attached information as a request for approval of an HEDC Vehicle Lease Agreement. As the increased economic development activities throughout the City of Hempstead are upon us, it is necessary to secure an agreement for the provision of (1) vehicle.

BACKGROUND:

In January of 2024 a Request for a Quote was sent to Enterprise Fleet Management, Inc. for a multi-year lease arrangement for the provision of (1) vehicle. A price quote was received from Enterprise Fleet Management, Inc. The total price includes the base of the vehicle, total options, and the destination charge. Attached is the quote from Enterprise Fleet Management, Inc. in the amount of \$1,264.01 monthly.

RECOMMENDATION/RATIONALE:

As this time, staff would recommend that the City Council approve a Vehicle Lease Agreement with Enterprise Fleet Management, Inc. in the amount of \$1,264.01 monthly for a period of five (5) years.

BACKUP INFORMATION:

1. Open-End (Equity) Lease Rate Quote

Thank you for your time and attention to this matter. Please contact me if you have any questions, comments, or concerns.

Ramiro Bautista, HEDC Director
(979) 826-2486 ext.130
rbautista@hempsteadcitytx.gov



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. 24-001

A RESOLUTION OF THE HEMPSTEAD ECONOMIC DEVELOPMENT CORPORATION TYPE B BOARD OF DIRECTORS APPROVING THE LEASING OF A VEHICLE AND RECOMMENDING A BUDGET AMENDMENT FOR SAME AS PART OF THE PROMOTION, CREATION AND EXPANSION OF BUSINESSES, THE CREATION OF PRIMARY JOBS, AND OTHER MATTERS ALLOWED PURSUANT TO LAW; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER.

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 approves the leasing of a vehicle to wit: 2024 Chevrolet Tahoe, Series LS 4X2 under the terms and conditions as set forth in Exhibit "A" attached hereto in furtherance of the existence, development, expansion of business, commerce, industry, higher education, job training and creation of primary jobs and other matters enhancing the economic welfare of the City as authorized under Chapters 501 and 505 of the Texas Local Government Code.

Section 2. The Corporation does hereby request and recommends to the City Council to approve an amendment to the Corporation's budget to authorize the above.

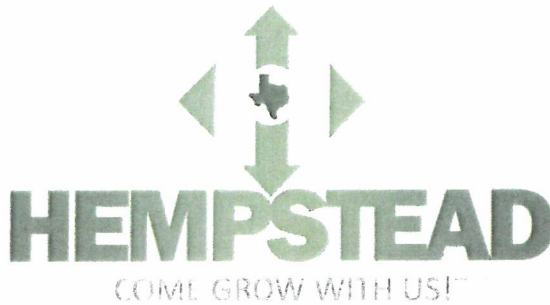
Section 3. The estimated amount of expenditures for the expenditure is \$1,264.01 per month.

PASSED, APPROVED, AND RESOLVED on this 12th day of February,
2024.


Erica Gillum, President
Board of Directors

ATTEST:


Secretary
Board of Directors



Hempstead EDC Board Meeting Policies & Procedures – 2024-2026

I. Meetings

1. The Hempstead Economic Development Corporation (HEDC) Board of Directors shall adopt a schedule for regular meetings, including date, time, and location, in accordance with the Bylaws of the HEDC.
2. All meetings and deliberations of the Board shall be called, convened, held, and conducted according to the requirements of the Texas Open Meetings Act and applicable State Law.
3. Directors shall exercise ordinary judgment in managing the affairs of the Corporation. In acting in their official capacity as directors of the Corporation, directors shall act in good faith and take actions they reasonably believe to be in the best interests of the Corporation, and which are lawful and shall refrain from actions not in the best interest of the Corporation or which would be unlawful.

II. Agenda Preparation

1. The Director, in cooperation with the Presidents, shall have administrative oversight in preparing meeting agendas.
2. Any individual or group who wishes to have an item of business placed on the agenda shall make a written request to the Director. The request must be in writing and must state the nature of the matter so that the Director and/or appropriate staff will have an opportunity to prepare and/or assist in the preparation of the appropriate materials for the Board's consideration. The request must be received by the Director no later than ten (10) days before the meeting, in accordance with the Bylaws of the HEDC.
3. If appropriate, the Director will resolve requests that do not require Board action. If Board action is required, the Director, in consultation with the Presidents, will determine when the individual or group should be placed on the agenda. The time limit

for any individual or representative addressing the Board shall be three minutes unless the Presidents permit additional time.

4. Agenda packets, prepared by the HEDC staff, shall include as much background information on the subject as is available and feasible, for each item of business placed on the agenda. The agenda shall be posted at Hempstead City Hall, and on the City's website at least 72 hours before the meeting.

III. Meeting Decorum

1. The purpose of the Meeting Decorum policy is to establish rules of decorum for members of the public attending and/or addressing the HEDC in a public meeting. The policy is intended to facilitate the conduct of public meetings in an open and orderly manner and an environment safe for all persons in attendance and to promote open meetings that welcome debate of issues being discussed by the HEDC Board in an atmosphere of fairness, courtesy, and respect for differing points of view.
2. Public Meeting Decorum:
 - a) Persons in the audience will refrain from behavior that will disrupt the public meeting. This will include making loud noises, clapping, booing, hissing, shouting, or engaging in any other activity in a manner that disturbs, disrupts, or impedes the orderly conduct of the meeting.
 - b) Persons in the audience will refrain from creating, provoking, or participating in any type of disturbance involving unwelcome physical contact.
 - c) Persons in the audience will refrain from talking on cell phones while the meeting is in session.
 - d) The President may rule out of order any comments made that are rude, inappropriate, or intended to harass any person or group of people or that are not addressed to the entire Board and is authorized to take reasonable and appropriate measures to ensure compliance with these rules.
 - e) Failure to comply with this Public Meeting Decorum Policy which will disturb, disrupt, or impede the orderly conduct of the meeting may result in removal from the meeting and/or possible arrest.

IV. Public Addressing the Board

1. Public Comment Period
 - a) For persons wishing to address the HEDC Board on items not listed on the agenda, the speaker should complete a "Public Comments" form and submit it to the Board Chair or a designated Staff Member.

For Public Comments, the completed "Public Comments" form should be submitted before the meeting is called to order by the Chair.

- b) The time limit for any individual or representative addressing the Board shall be three minutes unless the Chair approves additional time.
- c) Directors and staff may not comment on matters brought to the Board during the public comment period.
- d) Speakers' comments should be addressed to the full body. Requests to engage any specific Board member(s) or staff in conversation will not be honored. Abusive language will not be tolerated.
- e) The speaker should provide their name and address at the beginning of their remarks for the formal record.
- f) Speakers and any other members of the public will not approach the Board at any time without prior consent from the Chair of the meeting.

2. Agenda Item Comments

- a) For persons wishing to address the HEDC Board on agenda items, the speaker should complete a "Public Comments" form and submit it to the Board President or designated staff member:
For Agenda Item Comments, the completed "Public Comments" form should be submitted before the agenda item is called for consideration by the Chair.
- b) Generally, once an agenda item is called for consideration by the President, the following sequence shall occur:
 - i. Presentation of the agenda item by EDC staff and/or requestor,
 - ii. Board questions and answers related to the presentation of the agenda item,
 - iii. Public comments on the agenda item,
 - iv. Board consideration of action related to the agenda item:
 - Motion and second
 - Debate
 - Vote
 - v. The Board shall consider only one single motion and a second at a time.
- c) The time limit for any individual or representative addressing the Board shall be three minutes and limited to the agenda item under consideration unless the President approves additional time.
- d) Abusive language will not be tolerated.
- e) The Speaker should provide their name and address at the beginning of their remarks for the formal record.
- f) Speakers and any other members of the public will not approach the Board at any time without prior consent from the President of the meeting.

V. Officers

- 1. The officers of the Board shall be President, Vice-President, and Secretary/Treasurer as prescribed in the bylaws of the Corporation.
- 2. The Presiding Officer shall preside at the meetings of the Board and shall have the following powers:

- a) To call the meeting to order and adjourn after business or in an emergency;
 - b) To rule motions in or out of order, including the right to rule out of order any motion patently offered for obstructive or dilatory purposes;
 - c) To determine whether a speaker has gone beyond reasonable standards of courtesy in his/her remarks and to entertain and rule on objections from other members on this ground;
 - d) To call a brief recess at any time.
3. In accordance with the Bylaws of the HEDC, at all meetings of the Board, the President shall preside and, in the absence of the President, in the order of availability, the vice-president, the Treasurer/Secretary shall exercise the powers of the President.

In the absence of an officer, the Board shall elect a Presiding Officer from the attending membership.

VI. Action by the Board

1. The Board shall proceed by motion. Any Director, including the President, may make a motion.
2. A Director may make only one motion at a time.
3. The President shall preside over the Senate.
4. A motion shall be adopted by a majority of the votes present.

VII. Closed/Executive Sessions

The HEDC Board of Directors shall have the authority to meet in closed/ executive session under the Texas Local Government Code, Chapter 551.

VIII. Quorum

In accordance with the Bylaws of HEDC, a majority of the Directors shall constitute a quorum for the conduct of official business of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law, or is otherwise required within the Bylaws of the Hempstead EDC.

IX. Recording of Meetings

1. Any radio or television station is entitled to broadcast all or any part of an official meeting of the Board that is required to be open to the public. Any person may photograph, film, tape record, or otherwise reproduce any part of a meeting required to be open.
2. The President and/or designee reserves the right to designate where any broadcasting, photographing, filming, and/or recording devices and operating personnel may be placed

and/or displaced at any meeting required to be opened.

X. Meeting Minutes

1. Minutes shall be kept of all meetings of the Board of Directors.
2. Closed session minutes will be kept as required by law.
3. Draft minutes become official upon Board approval.

XI. Records Retention

1. The Hempstead EDC shall adhere to the Texas State Library and Archives Commission schedule for local government.



Hempstead EDC Corporation Governance Policies & Procedures 2024-2026

I. Appointments

Appointments to the Hempstead Economic Development Corporation (HEDC) Board are made by the Governing Body of the City of Hempstead, according to State Law and the HEDC Articles of Incorporation and Bylaws.

II. Conflicts of Interest

1. Directors of the Board shall sign a Conflict of Interest statement upon appointment to the Board.
2. In accordance with the Bylaws of the HEDC, the Directors are subject to the City's Code of Ethics Policy, outlined in the City's Code of Ordinances, Article 2.03, et seq., and shall conform thereto for purposes of addressing potential and/or actual conflicts of interest.
3. If a Director is aware that he or she has a conflict of interest and/or potential conflict of interest as defined by State Law and/or the City of Hempstead's Ethics Policy of the City Code of Ordinances, about any particular matter or vote before the Board, the Director shall bring the same to the attention of the President and/ or Director and shall abstain from discussion and voting thereof.
4. If any Director or member of the public believes that any Director may have a conflict of interest on a matter before the Board, he/she is advised to inform the President and/or Director in writing and before the meeting where possible.
5. Any questions or complaints regarding possible ethics violations shall be conveyed in writing to HEDC Attorney, pursuant to the City of Hempstead's Code of Ethics Policy.

III. Duties of the Board

Directors serve as voting members of the Board of Directors of HEDC, developing

policies, procedures, and regulations, and monitoring the financial performance of the Corporation.

1. Directors shall have the following obligations to the Corporation:

- a) Be knowledgeable and support the mission, purpose, and goals of the EDC.
- b) Discharge the duties of a Director as outlined in the applicable state statutes, Articles of Incorporation, Bylaws, and these Policies and Procedures.
- c) Have oversight of the Director tasked with carrying out the day-to-day operations of the Corporation and supervision of Corporation staff.
- d) Develop goals for the Corporation and the Director and evaluate the completion of these goals during yearly evaluations of the Director.
- e) Participate in the establishment and adoption of the corporation's policy and procedures.
- f) Monitor the financial performance of the Corporation.
- g) Participate in developing the economic development strategy and monitor the performance of the Corporation in fulfilling its mission, purpose, and goals.

2. The Board shall adopt an annual plan of work for the Corporation, which shall include an annual budget, and the goals that the Board deems necessary to accomplish its overall economic development mission.

3. The Board shall approve the expenditure of funds in accordance with all applicable laws and these Policies and procedures.

4. In accordance with the adopted mission, the Board shall promote projects or programs that directly accomplish or aid in the accomplishment of creating or retaining jobs and capital investment, including educational, job training, or planning and research activities necessary to promote job creation or retention. The Corporation's focus on economic development will be primarily in the areas of:

- a) Primary job and capital investment creation, including business retention and expansion of existing primary industries and new enterprises and their job creation.
- b) Non-primary industry business development, including existing business retention and expansion, small business development, and retail and destination development.
- c) Community development, including infrastructure development within applicable laws.
- d) Development and re-development within the community.
- e) Education and workforce development supporting local industry.
- f) Participate in the establishment and adoption of the corporation's policy and procedures.
- g) Monitor the financial performance of the Corporation.
- h) Participate in developing the economic development strategy and monitor the performance of the Corporation in fulfilling its mission, purpose, and goals.

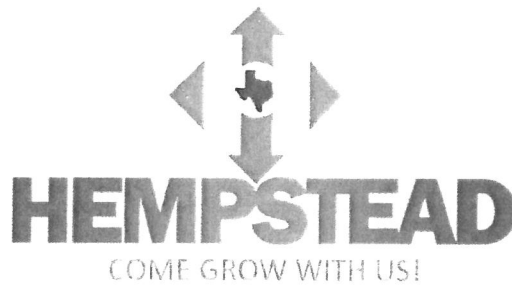
5. The Board shall adopt an annual plan of work for the Corporation, which shall include an annual budget, and the goals that the Board deems necessary to accomplish its overall economic development mission.

IV. Committees

1. The officers of the Board shall comprise the Executive Committee of the Board.
2. The Board may create standing and/or *ad hoc* committees as needed. The Board President may appoint Directors and/or members of the public to committees as needed.

V. HEDC Staffing and Job Descriptions

1. The Board shall approve the staffing level of the HEDC during the annual budget process.
2. The HEDC staff shall be subject to the personnel policies of the City of Hempstead except where preempted by these Policies and Procedures or other written contracts as approved by the Board.
3. Job descriptions of each approved position shall be made available upon request.



Hempstead EDC Financial Policies & Procedures - 2024-2026

I. **Financial Administration**

The Hempstead Economic Development Corporation's financing and accounting records shall be maintained according to the following guidelines:

1. The Corporation shall contract with the City of Hempstead for financial and accounting services. The City's finance department shall produce monthly and quarterly financial reports to be distributed to the Board of Directors.
2. The HEDC will comply with the City of Hempstead's financial policies except when preempted by the adopted Financial Policies and Procedures of the Corporation and allowable by law.
3. In accordance with the Bylaws of the HEDC, the Board shall cause to be prepared and shall submit to the City Council of the City, a budget for the forthcoming fiscal year, and in accordance with the annual budget preparation schedule set forth by the City Administrator.
4. The Director shall have the authority to make purchases and sign contracts up to the value of five thousand dollars (\$5,000), on behalf of the Corporation.
5. Internal Financial Control Policy related to annually budgeted "Contingency Funds".
 - a. The Hempstead EDC Director and/or staff may remove, commit, obligate, or spend funds held by the HEDC as "Contingency Funds" in an amount not to exceed \$2,000, after obtaining prior written approval of the EDC Board Chair.
 - b. Neither the Director nor the staff of the HEDC may remove, commit, obligate, or spend more than \$5,000 of the funds held by the HEDC as "Contingency Funds" without prior notice to and formal approval by a majority vote of the HEDC Board of Directors.

6. Internal Financial Control Policy related to “reserved” or “restricted funds” of the Corporation.
 - a) Certain HEDC funds, commonly referred to by the Board of Directors as “reserved” or “restricted funds”, may be placed in alternative investment options/instruments, when jointly agreed upon by and between the Board President and Director so long as the alternative options/ instruments selected for such placement have been formally approved and adopted by the City of Hempstead for its municipal Financial Investment Policy.

II. Contracted Services

1. Legal Services
 - a) The Corporation shall contract with an attorney who has experience with economic development and municipal law.
 - b) There shall be a written engagement between HEDC and the attorney and/or firm.
 - c) The Director, in consultation with the Executive Committee, shall have the authority to contract with outside legal counsel when in his/her opinion a project and/or legal matter would benefit from such counsel.
 - d) The Board of Directors are advised to contact the Director of the Corporation regarding legal matters to avoid duplicative communications with legal counsel. In matters related to the performance of the Director, the Board of Directors are advised to contact the President of the Board.



Hempstead EDC Travel and Entertainment Policies - 2024-2026

The Hempstead Economic Development Corporation (HEDC) participates in a variety of activities that require staff or directors to travel or entertain prospects on behalf of the organization. Since staff and directors are frequently required to travel, attend local meetings, or otherwise incur expenses in the interest of the HEDC, it is necessary to establish standard regulations governing the behavior, expectations, and expenses associated with this travel or entertainment. To provide uniformity, the following procedures will be followed by all HEDC representatives.

I. Code of Conduct

All representatives of the HEDC and participants in travel sponsored by the HEDC are expected to commit to the following:

1. Show respect for every representative of the HEDC and business associates encountered while traveling by refraining from all forms of intimidation, sexual and physical harassment, and acts of prejudice that infringe upon the rights of others.
2. Refrain from causing physical injury to themselves and others. A representative will be held financially and legally responsible for any damage inflicted upon other persons.
3. Refrain from causing damage to real or personal property of others. A representative will be held financially and legally responsible for any damage inflicted upon the property of others.
4. Preserve the quality of facilities visited during their travels.
5. Respect cultural differences. This includes observing the proper etiquette in business/ social settings, e.g. being punctual for appointments, not speaking out of turn, etc.
6. Refrain from irresponsible behavior, including the inappropriate or excessive consumption of alcohol.

7. Refrain from behaving in ways that would be considered unprofessional or tarnish the reputation of the HEDC.

II. Travel Arrangements: The Staff of the HEDC will handle all travel arrangements for HEDC events. The most economical means of travel to and from the destination will be utilized while accounting for the preferences and schedules of HEDC representatives.

1. **Commercial Airlines:** HEDC will pay for air coach/business tickets only. If a representative wishes to upgrade their tickets, they must pay for this expense out of pocket.
2. **Personal Vehicles:** The HEDC will pay a per-mile rate based on the amount authorized by the Internal Revenue Service. Mileage will be limited if a representative chooses to drive when air travel would have been cheaper or timely. It is recommended that HEDC representatives attempt to carpool, if possible.
3. **Taxis, Transportation Network Companies (TNC), and other Chauffeured Services:** If an HEDC representative does not have or is in the same vehicle as a representative with an HEDC credit card, the HEDC will reimburse a representative's taxi, TNC, chauffeured vehicle services, and bus fares for required transportation. Representatives are encouraged to utilize the most economical transportation method and carpool, if possible. Receipts must be provided for reimbursement.
4. **Vehicle Rental:** The HEDC prefers to rent only when necessary. If necessary, the HEDC has a corporate account and staff will take care of making reservations. This account includes vehicle insurance, so the HEDC representative does not need to purchase additional insurance. In accordance with rental company regulations, the vehicle rental must be paid for with a credit card in the name of the person renting the vehicle. If an HEDC representative is renting a vehicle and does not have an HEDC credit card issued in their name, the expenses associated with renting the vehicle will be reimbursed to the representative.
5. **Parking:** The HEDC will pay for airport parking, in long-term parking lots only, as required while a representative is out of town. If a representative parks in a more expensive lot, the HEDC will reimburse at the lower parking rate. While at the destination, the HEDC will also pay for required parking fees for personal or rented vehicles. HEDC representatives shall choose the most economical parking options while at their destination.
6. **Lodging:** The HEDC Staff will handle making lodging reservations for HEDC representatives. HEDC representatives shall make their lodging accommodation preferences known at the request of HEDC staff. The HEDC will attempt to pay for lodging on an HEDC-issued credit card; however, if an HEDC representative must pay for lodging on their credit card they will be reimbursed.
7. **Registration Fees:** The HEDC will pay registration fees for EDC-related activities. These shall be prepaid in most circumstances.

8. **Entertainment-Related Marketing Expenses:** HEDC staff will attempt to anticipate entertainment expenses related to marketing Hempstead and seek prior approval from the Director and/or Board President. In the event a qualified prospect orders alcohol while being entertained by HEDC representatives, staff may make a reasonable judgment in paying for such expenses. Representatives may not otherwise use HEDC funds for the purchase of alcohol for personal consumption.
9. **Other Expenses:** Hempstead HEDC will not pay for expenses unless they are specifically related to the purpose of the trip and/or event.

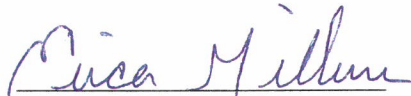
III. **Approval of Travel Expenditures:** Travel expenses will be reconciled and reviewed by the President and/or Director for compliance with this policy.

IV. **Attendance by Non-HEDC Appointed Representatives:** The HEDC acknowledges that non-HEDC representatives (e.g. spouses, significant others, or relatives) may travel with HEDC representatives. Non-HEDC-appointed representatives must purchase and pay for all of their travel accommodation and associated expenses themselves. Suppose the attendance of non-HEDC-appointed representatives increases the cost of travel accommodation for the HEDC portion of the trip. In that case, these additional costs must be reimbursed to the HEDC. Non-HEDC-appointed representatives must not interfere with the schedule of HEDC representatives, and while they may attend extracurricular and after-hours activities, they must conduct themselves in the same professional manner as the HEDC representatives.

PASSED, APPROVED, AND RESOLVED on this the 12th day of February 2024.

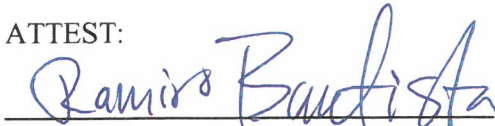


Brent Rystrom, 4A President



Erica Gillum, 4B President
Board of Directors

ATTEST:



Ramiro Bautista Ph.D., Economic Development Director

Street Rehabilitation Projects

Streets with majority patch and resurfacing needs

Street	Number of Blocks
Calvit, 2 nd – 10 th	8
9 th , Rice – Brazos	1
Bremond, 3 rd – 5 th	2
Rice, 3 rd – 5 th	2
2 nd , FM 1488 – New Orleans	1
2 nd , Main – Groce	4.5
Donoho, Cemetery rd – 7 th	6
2 nd , Baker – Donoho	2
9 th , Shephard – San Antonio	5
Shepard, Hauck rd – 11 th	6
17 th , Mc Dade – Jackson	2
16 th , Kosse – St. Barbe	2

Unimproved streets / gravel

Kosse, 3 rd – 5 th	2
1 st , McDade – Baker	1
24 th , Wilkins – Austin	1
25 th , Mitchamore – Lafayette	4
Hutchens, 16 th – 18 th	2
17 th , Hutchens – Hamilton	1
18 th , Hutchens – Hamilton	1
22 nd , Mitchamore – Galveston	2
22 nd , Washington - Lafayette	1

Incomplete from 2019 - 2022

Street	Number of Blocks
Brazos, 7 th – 9 th	2
Hamilton, 11 th - 13 th	2
St Mary's, 5 th – 7 th	2
16 th , Kosse – St. Barbe	2
4 th st, Calvit - St Mary's	1
2 nd , Allen – Donoho	3
Sycamore, Bus 290 - Main	1



Tax Allocations

City Sales and Use Tax Comparison Summary February 2024

Download and further analyze current and historic data using the Texas Open Data Center.

NOTE: Some jurisdictions may have changed tax rates, thus affecting the comparison. See Local Sales Tax Rate Information Report [comptroller.texas.gov/taxes/sales/rate-report.php] for a list of jurisdictions who have changed rates in the preceding 14 months.

U/C = Unable To Compute Percentage Change

Total Net Payments This Period: **\$861,006,580.39**; Comparable Payment Prior Year: **\$855,684,112.17**; Percent Change: **0.62%**

Total Payments YTD: **\$1,560,377,621.89**; Total Prior Year Payment YTD: **\$1,530,142,730.15**; Percent Change: **1.98%**

Search Table Search

City	Net Payment This Period	Comparable Payment Prior Year	% Change	Payment YTD	Prior Year Payment YTD	% Change
Hart	\$5,941.97	\$6,160.42	-3.54%	\$11,182.73	\$11,920.64	-6.19%
Haskell	\$69,345.69	\$81,794.79	-15.21%	\$129,987.39	\$155,086.05	-16.18%
Haslet	\$630,193.86	\$854,875.55	-26.28%	\$1,143,933.77	\$1,427,239.79	-19.84%
Hawk Cove	\$2,499.84	\$2,452.38	1.93%	\$4,526.46	\$4,719.45	-4.08%
Hawkins	\$47,895.15	\$48,500.98	-1.24%	\$84,584.61	\$87,617.17	-3.46%
Hawley	\$43,521.08	\$33,953.62	28.17%	\$72,147.10	\$65,131.73	10.77%
Hays	\$2,417.59	\$2,665.00	-9.28%	\$4,624.16	\$5,177.48	-10.68%
Hearne	\$202,016.61	\$207,195.71	-2.49%	\$417,898.09	\$359,264.22	16.32%
Heath	\$310,863.00	\$301,262.90	3.18%	\$570,865.56	\$669,909.72	-14.78%
Hebron	\$13,181.38	\$18,440.04	-28.51%	\$24,553.95	\$30,185.03	-18.65%
Hedley	\$1,755.93	\$1,836.40	-4.38%	\$2,553.16	\$2,660.97	-4.05%
Hedwig Village	\$406,589.14	\$473,913.58	-14.20%	\$615,262.71	\$645,594.40	-4.69%
Helotes	\$814,823.62	\$864,485.65	-5.74%	\$1,619,708.68	\$1,563,554.32	3.59%
Hemphill	\$70,010.97	\$74,115.13	-5.53%	\$112,794.69	\$116,530.93	-3.20%
Hempstead	\$222,877.56	\$233,940.28	-4.72%	\$498,562.13	\$451,913.37	10.32%
Henderson	\$795,933.09	\$911,670.86	-12.69%	\$1,613,150.88	\$1,585,627.27	1.73%
Henrietta	\$86,342.01	\$92,336.96	-6.49%	\$150,105.60	\$196,436.75	-23.58%
Hereford	\$335,671.08	\$356,389.87	-5.81%	\$623,886.28	\$663,956.19	-6.03%
Hewitt	\$471,006.81	\$461,614.54	2.03%	\$863,219.67	\$822,573.45	4.94%
Hickory Creek	\$263,462.68	\$270,458.77	-2.58%	\$455,346.85	\$462,635.89	-1.57%

Rows 441 to 460 of 1171 Total

If you have questions about Tax Allocation Payment Distribution Schedule, please contact Tax Allocation [mailto:TaxAllocation@cpa.texas.gov].