

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

Notice is hereby given that a Special Meeting of the City Council of the City of Hempstead will be held on **Monday, the 22<sup>nd</sup> day of February, A.D., 2021 at 6:00 P.M.** in the City Hall at 1125 Austin Street, Hempstead, Texas, at which time the following subjects will be discussed, to-wit:

1. Call to order and invocation.
2. Pledge of Allegiance.
3. Administer Oath of Office to Police Officer Cheryl McCool.
4. Public Comments.
5. Mayor Shelburne to discuss last week's weather events.
6. Consideration and action on minutes of January 19, 2021 and February 1, 2021.
7. Consideration and action on a Resolution awarding a Depository Contract.
8. Consideration and action on awarding bid for 2019 TxCDBG-TCF ADA Sidewalks, Contract No. 7219182.
9. Consideration and action on Procurement Policies and Procedures for Federal Grants.
10. Consideration and action on 2020 Texas CDBG Program Contract 7220162:
  - a) Resolution to Designate Authorized Signatories.
  - b) Resolution Regarding Civil Rights.
  - c) Citizen Participation Plan.
  - d) Section 3 Policy.
  - e) Excessive Force Policy.
  - f) Section 504 Policy Against Discrimination Based on Handicap and Grievance Procedures.
  - g) Over 5% Limited English Proficiency Plan – 7220162.
  - h) Code of Conduct Policy of the City of Hempstead.
  - i) Proclamation of April as Fair Housing Month.
  - j) Fair Housing Policy.
11. Consideration and action on Service Agreement for Generators with Loftin Equipment Company.
12. Consideration and action on payment of current bills.
13. Sales Tax for February 2021.
14. Racial Profiling Report.
15. Adjourn City Council Meeting.

The City Council of the City of Hempstead reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), and 551.086 (Certain Public Power Utilities: Competitive Matters ). Council may act in Open Session on any item listed for Executive Session.

Dated this the 19<sup>th</sup> day of February, A.D., 2021.

By:   
Barbara Haffelfinger, City Secretary

I, the undersigned authority, do hereby certify that the above Notice of a Special 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 19, 2021 at 1:00 P.M. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

Dated this the 19<sup>th</sup> day of February, A.D., 2021.

By:   
Barbara Haffelfinger, City Secretary

#### **SUPPLEMENTAL NOTICE OF MEETING BY TELEPHONE CONFERENCE**

In accordance with order of the Office of the Governor issued March 16, 2020, the City of Hempstead will conduct the meeting scheduled at **6:00 P.M. on Monday, the 22<sup>nd</sup> day of February at Hempstead City Hall, 1125 Austin Street, Hempstead, Texas** by telephone conference in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") to slow the spread of the Coronavirus (COVID-19). Limited public access will be allowed, in order to maintain social distancing practices.

This supplemental written notice, the meeting agenda, and the agenda packet, are posted online at [www.hempsteadcitytx.com](http://www.hempsteadcitytx.com).

The public toll-free dial-in number to participate in the telephonic meeting is  
**1-346-248-7799; Access Code 989-478-2100**

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 in accordance with the Opening Meetings Act upon written request.



## *City of Hempstead*

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

### **RESOLUTION**

**NO. 21-\_\_\_\_\_**

### **DEPOSITORY CONTRACT**

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

That the Mayor is authorized to execute the Depository Contract with Prosperity Bank for three years in accordance with Chapter 105 of the Texas Local Government Code and Chapter 2257 of the Texas Government Code under its current terms.

**PASSED AND APPROVED** this the 16<sup>th</sup> day of February, A.D., 2021.

**APPROVED:**

\_\_\_\_\_  
**Dave Shelburne, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Barbara Haffelfinger, City Secretary**



**STRAND ASSOCIATES, INC.**  
Strand Associates, Inc.®  
1906 Niebuhr Street  
Brenham, TX 77833  
(P) 979.836.7937

February 12, 2021

Honorable Dave Shelburne  
City of Hempstead  
1125 Austin Street  
Hempstead, TX 77445

Re: 2019 TxCDBG-TCF ADA Sidewalks  
TxCDBG Contract No. 7219182  
Contract 1-2020  
City of Hempstead, Texas

Dear Mayor Shelburne:

Bids for the above-referenced project were opened on February 4, 2021. One bid was received with the resulting bid tabulation enclosed. The low bid of \$332,147.50 was approximately 5 percent higher than ENGINEER's opinion of probable construction cost. The bid alternative of \$70,290 was less than ENGINEER's opinion of probable construction cost.

Palomares Construction, Inc. of Bryan, Texas was the apparent low bidder at \$332,147.50. The bid included a bid bond for five percent and Addenda Nos. 1 and 2 were acknowledged. The bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with Palomares Construction, Inc.

If you determine that Palomares Construction, Inc. is a responsible bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract in accordance with Article 14 of the Instructions to Bidders.

Sincerely,

STRAND ASSOCIATES, INC.®

  
Jared D. Engelke, P.E.

Enclosure

Bids Received: 10:00 A.M.  
February 4, 2021

STRAND ASSOCIATES, INC.®  
1906 Niebuhr Street  
Brenham, TX 77833

2019 TXCDBG-TCF ADA SIDEWALKS  
TXCDBG CONTRACT NO. 7219182  
CONTRACT 1-2020  
CITY OF HEMPSTEAD, TEXAS

BID TABULATION SUMMARY

| Bidder<br>and<br>Address   | Bid Bond<br>or<br>Guarantee | Addenda<br>Acknowledged | Computed<br>Total Bid         | Bid<br>Alternative |
|--|-----------------------------|-------------------------|-------------------------------|--------------------|
| Palomares Construction, Inc.<br>402 Eden Lane<br>Bryan, TX 77803 | 5%                          | Yes                     | \$332,147.50<br>*\$350,627.50 | \$70,290.00        |

\* CONTRACTOR'S COMPUTED TOTAL

Reviewed by: JARED D. ENGELKE, P.E.



| Bids Received: 10:00 A.M., February 4, 2021   |   |          |      | STRAND ASSOCIATES, INC.*<br>1806 Niebuhr Street<br>Brenham, TX 77833 |              |
|---|---|----------|------|--|--------------|
| 2019 TxCDBG-TCF ADA SIDEWALKS<br>TxCDBG CONTRACT NO. 7219182<br>CONTRACT 1-2020<br>CITY OF HEMPSTEAD, TEXAS<br>BID TABULATION BREAKDOWN |   |          |      |  |              |
|   |   |          |      | Palomares Construction, Inc.<br>402 Eden Lane<br>Bryan, TX 77803     |              |
| No.   | Description                                 | Quantity | Unit | Unit Price   | Total Price  |
| 1.  | Mobilization                                | 1        | LS   | \$ 29,500.00   | \$ 29,500.00 |
| 2.  | Stormwater Pollution Prevention Plan (SW3P) | 1        | LS   | \$ 1,500.00  | \$ 1,500.00  |
| 3.  | Traffic Control                             | 1        | LS   | \$ 3,500.00  | \$ 3,500.00  |
| 4.  | Remove Existing Concrete Sidewalk           | 12,195   | SF   | \$ 3.00  | \$ 36,585.00 |
| 5.  | Remove Existing HMA Pavement                | 1,155    | SY   | \$ 2.00  | \$ 2,310.00  |
|   |   |          |      |  | *\$20,790.00 |
| 6.  | Remove Existing Concrete Curb and Gutter    | 945      | LF   | \$ 7.00  | \$ 6,615.00  |
| 7.  | Remove Existing Pavement Markings           | 165      | LF   | \$ 2.00  | \$ 330.00    |

|     |   |          |      | Palomares Construction, Inc.<br>402 Eden Lane<br>Bryan, TX 77803 |               |
|-----|---|----------|------|--|---------------|
| No. | Description   | Quantity | Unit | Unit Price   | Total Price   |
| 8.  | Excavation and Site Grading                                       | 1        | LS   | \$ 21,000.00   | \$ 21,000.00  |
| 9.  | Flexible Base (Undistributed)                                     | 80       | CY   | \$ 54.00   | \$ 4,320.00   |
| 10. | Concrete Curb and Gutter  | 935      | LF   | \$ 18.00   | \$ 16,830.00  |
| 11. | Concrete Pavement (6-IN)  | 100      | SY   | \$ 63.00   | \$ 6,300.00   |
| 12. | 5-IN Concrete Sidewalk  | 1,305    | SY   | \$ 81.00   | \$ 105,705.00 |
| 13. | Construct Type 7 Curb Ramp  | 10       | EA   | \$ 2,250.00  | \$ 22,500.00  |
| 14. | Construct Type 2 Curb Ramp  | 1        | EA   | \$ 2,500.00  | \$ 2,500.00   |
| 15. | Rail (Handrail)(TY B)   | 315      | LF   | \$ 100.00  | \$ 31,500.00  |
| 16. | Downspout Drain   | 3        | EA   | \$ 500.00  | \$ 1,500.00   |
| 17. | Install Standard Ped-Xing Sign on New Pole and New Sign Base      | 5        | EA   | \$ 385.00  | \$ 1,925.00   |
| 18. | Remove and Reset Existing Sign and Sign Pole on New Sign Base     | 1        | EA   | \$ 125.00  | \$ 125.00     |
| 19. | Install Standard Ped-Xing Sign on New Pole and Existing Sign Base | 1        | EA   | \$ 300.00  | \$ 300.00     |

|   |  |          |      | Palomares Construction, Inc.<br>402 Eden Lane<br>Bryan, TX 77803 |               |
|---|--|----------|------|--|---------------|
| No.   | Description                                    | Quantity | Unit | Unit Price   | Total Price   |
| 20.   | Remove and Reset Existing Sign, Pole, and Base | 2        | EA   | \$ 75.00   | \$ 150.00     |
| 21.   | 12-IN Crosswalk Marking (White)                | 540      | LF   | \$ 3.00  | \$ 1,620.00   |
| 22.   | 24-IN Stop Bar Marking (White)                 | 20       | LF   | \$ 12.00   | \$ 240.00     |
| 23.   | 12-IN Diagonal Marking (White)                 | 55       | LF   | \$ 3.50  | \$ 192.50     |
| 24.   | Restoration (Topsoil, Mulching, and Seeding)   | 1        | LS   | \$ 5,000.00  | \$ 5,000.00   |
| 25.   | Concrete Light Pole Base                       | 15       | EA   | \$ 600.00  | \$ 9,000.00   |
| 26.   | Electrical Conduit (3/4-IN)                    | 950      | LF   | \$ 18.00   | \$ 17,100.00  |
| 27.   | Wire (#10 XHHW-2)                              | 4,000    | LF   | \$ 1.00  | \$ 4,000.00   |
| ENGINEER'S COMPUTED TOTAL<br>ITEMS NO. 1 THROUGH 27   |  |          |      |  | \$ 332,147.50 |
| CONTRACTOR'S COMPUTED TOTAL<br>ITEMS NO. 1 THROUGH 27 |  |          |      |  | *\$350,627.50 |

\* CONTRACTOR'S COMPUTED TOTAL

Reviewed by JARED ENGELKE, P.E.



Bids Received: 10:00 A.M., February 4, 2021

STRAND ASSOCIATES, INC.\*  
1906 Niebuhr Street  
Brenham, TX 77833

2019 TxCDBG-TCF ADA SIDEWALKS  
TxCDBG CONTRACT NO. 7219182  
CONTRACT 1-2020  
CITY OF HEMPSTEAD, TEXAS  
BID ALTERNATIVE NO. 1

Palomares Construction, Inc.  
402 Eden Lane  
Bryan, TX 77803

| No.                                       | Description   | Quantity | Unit | Unit Price  | Total Price  |
|---|---|----------|------|-------------|--------------|
| 1.  | Decorative Light Pole W/LED Post-Top Luminaire and Festoon Outlet | 15       | EA   | \$ 4,686.00 | \$ 70,290.00 |
| ENGINEER'S COMPUTED TOTAL<br>ITEM NO. 1   |   |          |      |             | \$ 70,290.00 |
| CONTRACTOR'S COMPUTED TOTAL<br>ITEM NO. 1 |   |          |      |             | \$ 70,290.00 |

Reviewed by JARED ENGELKE, P.E.



## *City of Hempstead*

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

### **CITY OF HEMPSTEAD**

### **Procurement Policies and Procedures for Federal Grants**

#### **Policies**

1. Those closely involved in the establishment of the written selection criteria and selection shall have no potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings). Any person who might potentially receive benefits from grant-assisted activities may not participate in the decision-making process. Nepotism and conflict of interest regulations can be found in the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, and 2 CFR 200.318 – 2 CFR 200.326 and Appendix II to Part 200.
2. All procurement transactions will be conducted in a manner providing full and open competition.
  - a. No unreasonable requirements are placed on firms in order for them to qualify;
  - b. No unnecessary experience or excessive bonding required;
  - c. Noncompetitive pricing practices between firms or between affiliated companies;
  - d. Noncompetitive contracts to consultants that are on retainer contracts;
  - e. No organizational conflicts of interest;
  - f. If a “brand name” product is specified, an equal or like product is acceptable; and
  - g. A vendor that intends to respond to the Request for Proposals, Request for Qualifications and/or Invitation for Bid may not participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals.
3. All procurement transactions shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
4. All procurement transactions shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
5. If the City of Hempstead uses a prequalified list when acquiring goods or services, the City of Hempstead will ensure the list provides enough qualified sources to ensure maximum open and free competition.
6. All procurement transactions must conform to applicable local, state, and federal laws and regulations.
7. Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

#### **Procedures**

## Procurement Cycle Steps

**Need Defined**—City of Hempstead department submits request and specifications. Purchaser reviews request and specifications for unnecessary or duplicative items in accordance with 2 CFR 200.318 (d).

**Procurement Method Selected**—Based on type and estimated cost of good/service as well as purchasing authority, purchaser determines the procurement method that will result in a best value acquisition for the City of Hempstead.

**Contract Cost and Price** - A cost or price analysis must be conducted in connection with every procurement action more than the federal Simplified Acquisition Threshold including contract modifications (2 CFR 200.323).

The simplified acquisition threshold for federal procurement actions is currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908 as \$50,000, but this threshold is periodically adjusted for inflation. 2 C.F.R. §200.88

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, an independent estimate must be made before receiving bids or proposals. 2 C.F.R. § 200.323(a).

Cost analysis is the evaluation of the separate elements (e.g., labor, materials, etc.) that make up a contractor's total cost proposal or price (for both new contracts and modifications) to determine if they are allowable, directly related to the requirement and ultimately, reasonable.

Price analysis is essentially price comparison. It is the evaluation of a proposed price (i.e., lump sum) without analyzing any of the separate cost elements of which it is composed.

**Solicitation**— City of Hempstead creates the appropriate solicitation document, with terms and conditions and evaluation criteria clearly defined, and notifies vendor sources for an informal or formal bid process.

**Receipt of Bids and Responses to Solicitation**—Vendors submit their response to the solicitation.

**Evaluation and Awards**— City of Hempstead reviews the responses from vendors, determines compliance with the solicitation and makes an award recommendation based on the pre-defined best value criteria.

**Negotiation of Profit** - Federal Guidelines require negotiations of profit as a separate element of the price for each contract and modification in which there is no price competition and, in all cases, where cost analysis must be performed. 2 C.F.R. § 200.323(b)

The City of Hempstead will use one of the following five methods of procurement described at 2 CFR Section 200.320: (1) procurement by micro-purchases, (2) procurement by small purchase procedures, (3) procurement by sealed bids, (4) procurement by competitive proposals, or (5) procurement by noncompetitive proposals.

### 1. Simplified Acquisition Procedures for Purchases Below Micro-Purchase Threshold

For purposes of this section, the micro-purchase threshold is \$3,000.

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the City of Hempstead must distribute micro-purchases equitably among qualified suppliers. Micro-purchases

may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

## **2. Small Purchase**

Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that cost less than the lesser of the Federal Simplified Acquisition Threshold or the \$50,000 threshold defined in state law (Local Government Code §262.003 for counties and §252.021 for municipalities. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

For service contracts that are under the small purchase threshold and do not fall under professional services as defined in Section 2254.002(2) of Local Government Code, the City of Hempstead may receive quotes and award the contract to any reasonable and responsible bidder. The local governing body has the final authority to award contracts.

## **3. Construction and Materials Contracts**

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

- a. A complete, adequate, and realistic specification or purchase description is available;
- b. Two or more responsible bidders are willing and able to compete effectively for the business; and
- c. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- a. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- c. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- d. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- e. Any or all bids may be rejected if there is a sound documented reason.

## **4. Professional Services Contracts**

This method is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- b. Proposals must be solicited from an adequate number of qualified sources;
- c. The City of Hempstead must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- e. The City of Hempstead may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

**5. Noncompetitive Proposals**

This method may be used only when one or more of the following circumstances apply:

- a. The item is available only from a single source;
- b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- c. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or
- d. After solicitation of a number of sources, competition is determined inadequate.

These Policies and Procedures are implemented through of the City of Hempstead's administrative team of LIST  
TITLES ONLY HERE:

Mayor

Mayor Pro-Tem

City Council

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signed

February 16, 2021  
Date

**RESOLUTION AUTHORIZING SIGNATORIES**

**A RESOLUTION BY THE CITY COUNCIL OF CITY OF HEMPSTEAD DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG) CONTRACT NUMBER 7220162.**

**WHEREAS**, the City of Hempstead has received a 2020 Texas Community Development Block Grant award to provide Sidewalk Improvements; and

**WHEREAS**, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas Department of Agriculture, and;

**WHEREAS**, an original signed copy of the TxCDBG Depository/Authorized Signatories Designation Form (Form A202) is to be submitted with a copy of this Resolution, and;

**WHEREAS**, the City of Hempstead acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.) the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation Form (Form A202)*.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HEMPSTEAD, TEXAS, AS FOLLOWS:**

The Mayor and Mayor Pro-Tem are authorized to execute contractual and environmental review documents between the Texas Department of Agriculture and the City for the 2020 Texas Community Development Block Grant Program.

The Mayor, Mayor Pro-Tem, and City Secretary are authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the 2020 Texas Community Development Block Grant Program.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS**, on February 16, 2021.

**APPROVED:**

\_\_\_\_\_  
Dave Shelburne, Mayor

**ATTEST:**

\_\_\_\_\_  
Barbara Haffelfinger, City Secretary

09/01/2020

## **Resolution Regarding Civil Rights**

### **The City of Hempstead, Texas**

Whereas, the City of Hempstead, Texas, (hereinafter referred to as "City of Hempstead") has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as "TDA");

Whereas, the City of Hempstead, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the City of Hempstead, in consideration for the receipt and acceptance of federal funding for the Contract, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the City of Hempstead, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

Whereas, the City of Hempstead, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the City of Hempstead, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

Whereas, the City of Hempstead, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds;

Whereas, the City of Hempstead, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period to affirmatively further fair housing; and

Whereas, the City of Hempstead, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEMPSTEAD, TEXAS, THAT THE CITY OF HEMPSTEAD ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures (Form A1013);
2. Section 3 Policy (Form A1002);
3. Excessive Force Policy (Form A1003);
4. Section 504 Policy and Grievance Procedures (Form A1004);

09/01/2020

5. Limited English Proficiency (LEP) Standards (Form A1010);
6. Fair Housing Policy (Form 1015); and
7. Code of Conduct Policy.

**Passed and approved this 16th day of February, 2021.**

\_\_\_\_\_  
Signature of Elected Official  
City of Hempstead

Dave Shelburne, Mayor  
\_\_\_\_\_  
Printed Name of Elected Official



**CITY OF HEMPSTEAD  
CITIZEN PARTICIPATION PLAN  
TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

*Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:*

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the TxCDBG project, such citizens should have “meaningful access” to all aspects of the TxCDBG project. To provide ‘meaningful access’, Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents include Citizen Participation notices (e.g. complaint procedures, hearing notices) civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities.

For more information, see [LEP.gov](http://LEP.gov).

**COMPLAINT PROCEDURES**

These complaint procedures comply with the requirements of the Texas Department of Agriculture’s Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Hempstead offices, 1125 Austin St., Hempstead, TX 77445, (979) 826-2486 during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG project, may during regular business hours submit such complaint or grievance, in writing to the Mayor, at City of Hempstead at 1125 Austin St., Hempstead TX 77445, or may call (979) 826-2486.
2. A copy of the complaint or grievance shall be transmitted by the Mayor to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The Mayor shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3. above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

09/01/2020

## TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

## PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing to prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.

09/01/2020

4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

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**Dave Shelburne, Mayor**

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**FEBRUARY 16, 2021**

**Date**

**LA CIUDAD DE HEMPSTEAD**  
**PLAN DE PARTICIPACIÓN CIUDADANA**  
**PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

*Nota a los receptores de subvención en relación a requisitos de Dominio Limitado del inglés:*

De acuerdo con la ley federal hay un número significativo de población que son residentes y que no hablan inglés y son afectados por el proyecto TxCDBG, estos ciudadanos deben tener "acceso significativo" a todos los aspectos del proyecto TxCDBG. Para proporcionar "acceso significativo", receptores de la subvención pueden ser utilizados para proporcionar servicios de interpretación en las audiencias públicas o proporcionar materiales no escritos en inglés que se proporcionan de manera rutinaria en inglés.

Para obtener más información, consulte LEP.gov.

**PROCEDIMIENTOS DE QUEJA**

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la Ciudad de dirección postal City of Hempstead, 1125 Austin St., Hempstead, TX 77445, (979) 826-2486, en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a la Mayor, a City of Hempstead, 1125 Austin St., Hempstead, TX 77445, (979) 826-2486.
2. Una copia de la queja o reclamación se transmitirá por el alcalde a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. El alcalde deberá cumplir una investigación de la queja o reclamación, si es posible, y dará una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deberá completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en inglés y español, u otro lenguaje apropiado.

## ASISTENCIA TÉCNICA

Cuando lo solicite, la Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. La Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

## DISPOSICIONES AUDIENCIA PÚBLICA

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia pública.
4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado. Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.

3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisará el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en inglés y español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

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Dave Shelburne, Alcalde de la ciudad

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2/16/2021  
Fecha

**SECTION 3 POLICY**

In accordance with 12 U.S.C. 1701u, (Section 3), the City of Hempstead agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Hempstead, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

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Dave Shelburne, Mayor

February 16, 2021  
Date

## **Excessive Force Policy**

In accordance with 24 CFR 91.325(b)(6), the City of Hempstead hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Hempstead to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Hempstead to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction; and
3. The City of Hempstead will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Hempstead, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dave Shelburne, Mayor  
Mayor

\_\_\_\_\_  
February 16, 2021  
Date



## **Section 504 Policy Against Discrimination Based on Handicap and Grievance Procedures**

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Hempstead hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. City of Hempstead does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. City of Hempstead's recruitment materials or publications shall include a statement of this policy in 1. above.
4. City of Hempstead shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Hempstead shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
  - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Hempstead) to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
  - b. Complaints should be addressed to the Mayor, 1125 Austin St, Hempstead, TX, 77445 or call (979) 826-2486, who has been designated to coordinate Section 504 compliance efforts.
  - c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
  - d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
  - e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by the Mayor. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
  - f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by Mayor, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.

- g. The Section 504 coordinator shall maintain the files and records of the City of Hempstead relating to the complaint files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Hempstead within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Hempstead complies with Section 504 and HUD regulations.

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Dave Shelburne, Mayor

February 16, 2021

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Date

## Over 5% Limited English Proficiency Plan - 7220162

|   |                          |
|---|--------------------------|
| Name of Grantee:  | City of Hempstead        |
| Community Population:   | 6,694 total              |
| LEP Population:   | 911 individuals<br>13.6% |
| Languages spoken:<br>1) By more than 5% of the eligible population or beneficiaries and has more than 50 in number; or<br>2) By more than 5% of the eligible population or beneficiaries but has less than 50 or less in number; or<br>3) By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries | Spanish                  |

|  |   |
|--|---|
| <b>Program activities to be accessible to LEP persons:</b> |   |
| <input checked="" type="checkbox"/>                        | Public Notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded project  |
| <input checked="" type="checkbox"/>                        | Publications regarding TxCDBG application, grievance procedures, <i>complaint procedures, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action</i> , and other vital hearings, documents, and program requirements |
| <input checked="" type="checkbox"/>                        | Other program documents:<br>Documents available in Spanish for directly assisted beneficiaries, if applicable.  |

|  |  |
|--|--|
| <b>Resources available to Grant Recipient:</b> |  |
| <input checked="" type="checkbox"/>            | Translation services: available upon request                   |
| <input checked="" type="checkbox"/>            | Interpreter services: available upon request with prior notice |
|  | Other resources: _____   |

|  |  |
|--|--|
| <b>Language Assistance to be provided:</b> |  |
| <input checked="" type="checkbox"/>        | Translation (oral and/or written) of advertised notices and vital documents for:<br><u>Public hearing, Complaint and Grievance, Equal Opportunity, Policy of Non-discrimination Based on Disability Status and Fair Housing notices are available in Spanish. Other CDBG required program notices are available in Spanish upon request.</u> |
| <input checked="" type="checkbox"/>        | Referrals to community liaisons proficient in the language of LEP persons:<br><u>Spanish-speaking liaisons are available upon request.</u>   |
| <input checked="" type="checkbox"/>        | Public meetings conducted in multiple languages:<br><u>Available upon request with two days advance notice.</u>  |
| <input checked="" type="checkbox"/>        | Notices to recipients of the availability of LEP services:<br><u>Included in translated notices.</u>   |
|  | Other services:<br>_____   |

Signature - Chief Elected Official or Civil Rights Officer

February 16, 2021

Date

09/01/2020

## **Code of Conduct Policy of the City of Hempstead**

As a Grant Recipient of a TxCDBG contract, City of Hempstead shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Hempstead shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Hempstead shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third-party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Hempstead Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

**Passed and approved this 16th day of February, 2021.**

\_\_\_\_\_  
Dave Shelburne, Mayor, City of Hempstead

*These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) &(h), and 2 CFR 200.318*

09/01/2020

**A1007**

## **PROCLAMATION OF APRIL AS FAIR HOUSING MONTH**

**WHEREAS** Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

**WHEREAS** The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

**WHEREAS** The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

**NOW, THEREFORE, WE**, the City Council of the City of Hempstead, do proclaim April as Fair Housing Month in City of Hempstead and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

Passed and adopted by the City Council of the City of Hempstead, Waller County, State of Texas, on the 16th day of February, 2021.

### **APPROVED:**

\_\_\_\_\_  
Dave Shelburne, Mayor

### **ATTEST:**

\_\_\_\_\_  
Barbara Haffelfinger, City Secretary

### **Fair Housing Policy**

In accordance with Fair Housing Act, the City of Hempstead hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. City of Hempstead agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. City of Hempstead agrees to plan at least one activity during the contract term to affirmatively further fair housing.
3. City of Hempstead will introduce and pass a resolution adopting this policy.

As officers and representatives of City of Hempstead, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

|                    |                                  |
|--------------------|----------------------------------|
| _____<br>Signature | _____<br>Dave Shelburne<br>Mayor |
|--------------------|----------------------------------|

|                                    |
|------------------------------------|
| _____<br>February 16, 2021<br>Date |
|------------------------------------|



*"The middle of a power failure is not the time to find problems in your system"*

## **Plan Now To Protect Tomorrow**

### **The Loftin Equipment Company Advantage:**

- Cleanliness Guarantee - We will leave your site cleaner than when we arrived!
- Premium Fluids - We use only the highest quality fluids!
- Preferential Scheduling - Should a service emergency arise, your unit has priority!
- A modern fleet of self-contained rental sets are available with full 24/7 parts and service support!
- Dedicated Representative - You have a dedicated, inside person who handles information requests or service concerns!

### **Why Should I Elect To Do Load Bank Testing:**

You may never think about it until it's too late, but load bank testing goes a long way in saving you money! Here are the top reasons you should safeguard your system with load bank testing by Loftin Equipment Company:

1. By actually drawing power from the generator, load banking tests your system's capability without interrupting standard utility services to your facility.
2. The test is the only sure way to tell if your system is capable of handling the required load.
3. The test expels moisture and cleans carbon deposits out of the exhaust system and turbochargers. (common cause of "wet stacking")
4. Load bank testing can also help by fully loading the engine where "wet stacking" is evident.

## **Preventative Maintenance will be performed per the following schedule:**

### **Each Scheduled trip will include:**

- ✓ Inspection of cooling system fan, fan blades, remote cooling fan motor.
- ✓ Inspection of all cooling system hoses and adjustment of hose clamps, if necessary.
- ✓ Inspection of engine belts, checking belt tension, and adjust if necessary.
- ✓ Inspection of the engine block heater for proper operation, temperature and flow.
- ✓ Inspection and cleaning of generator controller and area (if required).
- ✓ Inspection of gauges for proper operation and adjustment, if needed.
- ✓ Inspection of shut down functions, including emergency stop for proper operation.
- ✓ Inspection of Automatic Transfer Switch for proper operation (with or without load).
- ✓ Checking of settings for Automatic Transfer Switch.
- ✓ Verifying proper operation of Remote Annunciator panel.
- ✓ Checking of all bulbs in controller for proper operation.
- ✓ Inspection and testing of both the engine battery charging alternator, and the system battery charger (Adjustments made, if necessary).
- ✓ Generator set will be started and run, to verify proper operation of unit.
- ✓ Inspection and adjustment of all gauges.
- ✓ Inspection of anti-freeze/coolant level.
- ✓ Inspection of generator for oil, fuel, and coolant leaks.
- ✓ Inspection of exhaust system and silencer for leaks, cracks, and deterioration.
- ✓ Draining of moisture from exhaust piping (if equipped).
- ✓ Checking batteries for water level, level of charge and corrosion on terminals.
- ✓ Checking fuel system, including day tank or transfer tank (if equipped).

### **Once a year, the following will also be performed:**

- ✓ Lubrication oil and filters will be changed
- ✓ Fuel filters will be changed
- ✓ Inspection of air filter element.  
\*Air filter can be replaced as needed, at an additional cost with customer approval.

### **Service Charges:**

1. No Services or Materials are under this contract unless specifically referred to herein.
2. Replacement Parts will be billed at prices prevailing at time of use.
3. It is agreed that Loftin Equipment will supply labor and test equipment to perform the above-indicated planned maintenance, per the contracted pricing schedule.

### **Terms: Net 30 Days, Upon Credit Approval**

**Taxes and Environmental Fees:** Prices do not include applicable federal, state, local, use, property, or excise taxes and/or environmental fees. If any such taxes/fees are imposed, the Service Agent will bill them to the customer as a separate item. In lieu of such taxes/fees, the customer shall provide with each order a tax exemption certificate, which shall be acceptable to the proper taxing authorities.

**Emergency Service:** Emergency Service between scheduled services dates will provided at rates in effect at time of service for labor, parts, and travel. Travel rates will be only for travel to locations accessible by public roads. Lodging and other miscellaneous expenses shall be billed at cost.

**Customer Responsibility:** The customer or customer's authorized agent shall maintain a regular record of service for review. Record of customer-performed service shall be kept and made available to servicing agent at time of scheduled maintenance call.

**Servicing Agent Responsibility:** Insofar as practical, the servicing agent shall maintain a complete service history. It is agreed that this agreement covers only those items outlines and that it does not include any expense to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, alteration of equipment, or improper operation.

The Servicing Agent agrees to maintain a representative stock of replacement parts and a competent factory trained service organization. The Servicing Agent shall not be responsible for failure to render the service due to causes beyond its control, including strikes, labor disputes, acts of God, etc., or any incidental or consequential damages.





# KOHLER POWER SYSTEMS

Texas' Authorized Distributor

12 N. 45th Ave. | Phoenix, AZ 85043 | Phone: 602-272-9466 or 800-437-4376  
Fax 602-272-7582 | www.loftinequip.com

## Planned Maintenance and Annual Service Agreement

Upon acceptance of this agreement, the servicing agent will perform the specified services on described equipment at intervals specified.

### Servicing Agent:

Loftin Equipment Company  
Phoenix Branch  
12 N. 45th Ave.  
Phoenix, AZ 85043

### Proposal:

SSLAOR-

### Customer:

|                                 |                                     |                              |              |
|---------------------------------|-------------------------------------|------------------------------|--------------|
| City of Hempstead - Rec Center  |                                     |                              |              |
| 635 Bus Hwy 290 E               |                                     |                              |              |
| Hempstead                       |                                     | TX                           | 77445        |
| Email Address:                  |                                     | colemanp@hempsteadcitytx.com |              |
| Att'n:                          | Pat Coleman                         | PH:                          | 979-481-0370 |
| <input type="checkbox"/> New PM | <input type="checkbox"/> Renewal PM | Fax:                         | 0            |

Generator Set:

|       |         |        |             |         |         |     |    |
|-------|---------|--------|-------------|---------|---------|-----|----|
| Make: | Generac | Model: | QT04842GNAX | Serial: | 6130353 | KW: | 48 |
|-------|---------|--------|-------------|---------|---------|-----|----|

### PM Schedule and Pricing:

| Please Select Plant, Options and Terms | QTY   | Description         | Price Per Inspection | Price for Annual Full Service | Total Annual Cost |
|--|-------|---------------------|----------------------|-------------------------------|-------------------|
| <input type="checkbox"/> Monthly       | 8M/3Q | Monthly             | @ \$290.00           | +                             | \$3,710.00        |
| <input type="checkbox"/> Quarterly     | 3Q    | Quarterly           | @ \$290.00           | +                             | \$1,390.00        |
| <input type="checkbox"/> Semi-Annual   | 1SA   | Semi-Annual         | @ \$290.00           | +                             | \$810.00          |
| <input type="checkbox"/> Annual Only   | 1A    | Annual Full Service | @                    | \$570.00                      | \$570.00          |

### Additional Service Available (please select):

|   | Price    |
|---|----------|
| <input type="checkbox"/> Two (2) Hour Load Bank Test Per NFPA 110 (Annually)  | \$450.00 |
| <input type="checkbox"/> Four (4) Hour Load Bank Test (Annually)  | \$704.40 |
| <input type="checkbox"/> Diesel Refueling Services can be provided at prevailing competitive rates. We can provide up to 100 gallons per visit and can be delivered during scheduled services. Any additional fuel requested is subject to delivery fees. |          |
| <input type="checkbox"/> Generator system monitoring fee (annual amount invoiced each January) *Bolt equipment required   | \$250.00 |
| <input type="checkbox"/> Annual Diesel Fuel Analysis Test   | \$85.00  |
| <input type="checkbox"/> Annual Engine Oil Analysis Test  | \$60.00  |
| <input type="checkbox"/> Annual Coolant Fluid Analysis Test   | \$65.00  |
| <input type="checkbox"/> Triennial Service (Replace Belts, Upper & Lower Coolant Hoses, Thermostats, Radiator Cap, Coolant, Air Filter and Batteries)   | TBD      |

Loftin Equipment will automatically renew this agreement at the end of the initial 3 year term for an additional 3 year term, to include a 3% per year price increase, unless notified in advance by the customer. This will enable continuation of services.

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted, and assumes access for our service vehicle within 50 feet of generator on same level.

Services to be performed are as described on page 2 of this agreement. This agreement is not subject to alteration except as mutually agreed in writing. The base term of this agreement is three (3) years, unless otherwise specified. This agreement may be terminated at any time by either party upon 30 days written notice, or other notice as required by law addressed to last known address of the other party. No claim for damages as a result of such termination shall arise against either party. The servicing agent may withdraw this proposal if not accepted within 30 days from the date of presentation.

Air filters are installed on an "as needed" basis with additional cost to customer. Execution of contract is based on establishment of a credit account with Loftin Equipment Co. Payment by credit card or check at the time of service is acceptable. Load Bank testing must be scheduled and done with scheduled PM maintenance. Additional Cost will result if scheduled separately.

Proposed By: Loftin Equipment Company  
(Servicing Agent)

Accepted By:

(Customer's Printed Name)

By:

(Customer's Signature)

Steven Stewart 210-870-0974 sstewart@loftinequip.com  
(Service Sales Manager)

Purchase Order #:

Date: Wednesday, February 3, 2021

Date:

# LOFTIN

## KOHLER POWER SYSTEMS

Texas' Authorized Distributor

12 N. 45th Ave. | Phoenix, AZ 85043 | Phone: 602-272-9466 or 800-437-4376  
Fax 602-272-7582 | www.loftinequip.com

### Planned Maintenance and Annual Service Agreement

Upon acceptance of this agreement, the servicing agent will perform the specified services on described equipment at intervals specified.

#### Servicing Agent:

Loftin Equipment Company  
Phoenix Branch  
12 N. 45th Ave.  
Phoenix, AZ 85043

#### Proposal:

SSLAOR-

#### Customer:

|                                 |                                     |                              |              |
|---------------------------------|-------------------------------------|------------------------------|--------------|
| City of Hempstead - City Hall   |                                     |                              |              |
| 1125 Austin St                  |                                     |                              |              |
| Hempstead                       |                                     | TX                           | 77445        |
| Email Address:                  |                                     | colemanp@hempsteadcitytx.com |              |
| Att'n:                          | Pat Coleman                         | PH:                          | 979-481-0370 |
| <input type="checkbox"/> New PM | <input type="checkbox"/> Renewal PM | Fax:                         | 0            |

#### Generator Set:

|              |         |               |             |                |            |            |    |
|--------------|---------|---------------|-------------|----------------|------------|------------|----|
| <b>Make:</b> | Generac | <b>Model:</b> | QT07068JNAX | <b>Serial:</b> | 3005493774 | <b>KW:</b> | 70 |
|--------------|---------|---------------|-------------|----------------|------------|------------|----|

#### PM Schedule and Pricing:

| Please Select Plant, Options and Terms | QTY   | Description         | Price Per Inspection |          | Price for Annual Full Service |          | Total Annual Cost |
|--|-------|---------------------|----------------------|----------|-------------------------------|----------|-------------------|
| <input type="checkbox"/> Monthly       | 8M/3Q | Monthly             | @                    | \$300.00 | +                             | \$515.00 | = \$3,815.00      |
| <input type="checkbox"/> Quarterly     | 3Q    | Quarterly           | @                    | \$300.00 | +                             | \$515.00 | = \$1,415.00      |
| <input type="checkbox"/> Semi-Annual   | 1SA   | Semi-Annual         | @                    | \$300.00 | +                             | \$515.00 | = \$815.00        |
| <input type="checkbox"/> Annual Only   | 1A    | Annual Full Service | @                    |          | \$565.00                      | =        | \$565.00          |

#### Additional Service Available (please select):

|   | Price    |
|---|----------|
| <input type="checkbox"/> Two (2) Hour Load Bank Test Per NFPA 110 (Annually)  | \$465.00 |
| <input type="checkbox"/> Four (4) Hour Load Bank Test (Annually)  | \$719.40 |
| <input type="checkbox"/> Diesel Refueling Services can be provided at prevailing competitive rates. We can provide up to 100 gallons per visit and can be delivered during scheduled services. Any additional fuel requested is subject to delivery fees. |          |
| <input type="checkbox"/> Generator system monitoring fee (annual amount invoiced each January) *Bolt equipment required   | \$250.00 |
| <input type="checkbox"/> Annual Diesel Fuel Analysis Test   | \$85.00  |
| <input type="checkbox"/> Annual Engine Oil Analysis Test  | \$60.00  |
| <input type="checkbox"/> Annual Coolant Fluid Analysis Test   | \$65.00  |
| <input type="checkbox"/> Triennial Service (Replace Belts, Upper & Lower Coolant Hoses, Thermostats, Radiator Cap, Coolant, Air Filter and Batteries)   | TBD      |

Loftin Equipment will automatically renew this agreement at the end of the initial 3 year term for an additional 3 year term, to include a 3% per year price increase, unless notified in advance by the customer. This will enable continuation of services.

Prices are based on all services being completed between 8:00am and 5:00pm Monday - Friday. Except as otherwise noted, and assumes access for our service vehicle within 50 feet of generator on same level.

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Air filters are installed on an "as needed" basis with additional cost to customer. Execution of contract is based on establishment of a credit account with Loftin Equipment Co. Payment by credit card or check at the time of service is acceptable. Load Bank testing must be scheduled and done with scheduled PM maintenance. Additional Cost will result if scheduled separately.

Proposed By: Loftin Equipment Company  
(Servicing Agent)

Accepted By:

(Customer's Printed Name)

By:

(Customer's Signature)

Steven Stewart 210-870-0974 sstewart@loftinequip.com  
(Service Sales Manager)

Purchase Order #: \_\_\_\_\_

Date: Wednesday, February 3, 2021

Date: \_\_\_\_\_

# LOFTIN

## KOHLER POWER SYSTEMS

Texas' Authorized Distributor

12 N. 45th Ave. | Phoenix, AZ 85043 | Phone: 602-272-9466 or 800-437-4376  
Fax 602-272-7582 | www.loftinequip.com

### Planned Maintenance and Annual Service Agreement

Upon acceptance of this agreement, the servicing agent will perform the specified services on described equipment at intervals specified.

#### Servicing Agent:

Loftin Equipment Company  
Phoenix Branch  
12 N. 45th Ave.  
Phoenix, AZ 85043

#### Proposal:

SSLAOR-

#### Customer:

|                                 |                                     |                              |              |
|---------------------------------|-------------------------------------|------------------------------|--------------|
| City of Hempstead - Police Dept |                                     |                              |              |
| 1015 11th St                    |                                     |                              |              |
| Hempstead                       |                                     | TX                           | 77445        |
| Email Address:                  |                                     | colemanp@hempsteadcitytx.com |              |
| Att'n:                          | Pat Coleman                         | PH:                          | 979-481-0370 |
| <input type="checkbox"/> New PM | <input type="checkbox"/> Renewal PM | Fax:                         | 0            |

Generator Set:

|              |         |               |             |                |            |            |    |
|--------------|---------|---------------|-------------|----------------|------------|------------|----|
| <b>Make:</b> | Generac | <b>Model:</b> | RG04845ANAX | <b>Serial:</b> | 3005414418 | <b>KW:</b> | 48 |
|--------------|---------|---------------|-------------|----------------|------------|------------|----|

#### PM Schedule and Pricing:

| Please Select Plant, Options and Terms | QTY   | Description         | Price Per Inspection |          | Price for Annual Full Service | Total Annual Cost     |
|--|-------|---------------------|----------------------|----------|-------------------------------|-----------------------|
| <input type="checkbox"/> Monthly       | 8M/3Q | Monthly             | @                    | \$290.00 | +                             | \$520.00 = \$3,710.00 |
| <input type="checkbox"/> Quarterly     | 3Q    | Quarterly           | @                    | \$290.00 | +                             | \$520.00 = \$1,390.00 |
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#### Additional Service Available (please select):

|   | Price    |
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| <input type="checkbox"/> Annual Diesel Fuel Analysis Test   | \$85.00  |
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Proposed By: Loftin Equipment Company  
(Servicing Agent)

Accepted By:

(Customer's Printed Name)

By:

(Customer's Signature)

Steven Stewart 210-870-0974 sstewart@loftinequip.com  
(Service Sales Manager)

Purchase Order #:

Date: Wednesday, February 3, 2021

Date:





# Transparency

Tax Allocations

## City Sales and Use Tax Comparison Summary February 2021

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: **\$684,062,854.95**; Comparable Payment Prior Year: **\$672,720,665.50**; Percent Change: **1.69%**

Total Payments YTD: **\$1,189,624,893.28**; Total Prior Year Payment YTD: **\$1,161,449,380.15**; Percent Change: **2.43%**

Search

| City           | Net Payment This Period | Comparable Payment Prior Year | % Change | Payment YTD    | Prior Year Payment YTD | % Change |
|----------------|-------------------------|-------------------------------|----------|----------------|------------------------|----------|
| Haslet         | \$475,946.48            | \$392,302.76                  | 21.32%   | \$898,050.79   | \$873,535.02           | 2.80%    |
| Hawk Cove      | \$4,537.72              | \$2,631.33                    | 72.44%   | \$9,213.04     | \$5,128.95             | 79.62%   |
| Hawkins        | \$35,232.93             | \$38,494.14                   | -8.47%   | \$64,258.42    | \$59,081.54            | 8.76%    |
| Hawley         | \$13,534.33             | \$10,452.71                   | 29.48%   | \$22,324.19    | \$19,009.18            | 17.43%   |
| Hays           | \$2,045.17              | \$735.91                      | 177.91%  | \$3,374.51     | \$1,776.43             | 89.96%   |
| Hearne         | \$137,320.87            | \$149,062.73                  | -7.87%   | \$238,094.45   | \$251,140.11           | -5.19%   |
| Heath          | \$265,275.51            | \$199,422.54                  | 33.02%   | \$443,178.51   | \$316,745.92           | 39.91%   |
| Hebron         | \$11,316.36             | \$14,739.26                   | -23.22%  | \$19,605.40    | \$21,458.85            | -8.63%   |
| Hedley         | \$1,233.84              | \$1,479.97                    | -16.63%  | \$1,914.53     | \$1,974.52             | -3.03%   |
| Hedwig Village | \$215,396.25            | \$252,985.31                  | -14.85%  | \$370,352.05   | \$403,653.47           | -8.25%   |
| Helotes        | \$665,594.74            | \$495,129.78                  | 34.42%   | \$1,275,656.00 | \$923,639.19           | 38.11%   |
| Hemphill       | \$68,750.92             | \$35,422.02                   | 94.09%   | \$110,742.84   | \$65,603.50            | 68.80%   |
| Hempstead      | \$187,169.05            | \$182,625.34                  | 2.48%    | \$331,345.05   | \$326,864.23           | 1.37%    |
| Henderson      | \$644,845.96            | \$565,367.78                  | 14.05%   | \$1,095,798.32 | \$1,008,740.82         | 8.63%    |
| Henrietta      | \$69,032.65             | \$60,535.58                   | 14.03%   | \$124,554.48   | \$104,853.26           | 18.78%   |
| Hereford       | \$279,836.86            | \$257,681.12                  | 8.59%    | \$498,396.56   | \$458,481.55           | 8.70%    |
| Hewitt         | \$321,195.08            | \$336,810.35                  | -4.63%   | \$561,166.15   | \$549,090.43           | 2.19%    |
| Hickory Creek  | \$209,621.30            | \$199,848.16                  | 4.89%    | \$361,221.03   | \$346,116.51           | 4.36%    |
| Hico           | \$59,828.05             | \$55,418.81                   | 7.95%    | \$96,096.42    | \$92,103.72            | 4.33%    |
| Hidalgo        | \$382,323.75            | \$327,985.58                  | 16.56%   | \$666,774.50   | \$591,514.82           | 12.72%   |

Rows 441 to 460 of 1164 Total

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