



THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, WILL MEET ON TUESDAY, THE 19TH DAY OF MAY 2026, AT 6:00 P.M. FOR A REGULAR COUNCIL MEETING, IN THE THOMAS WARD COUNCIL CHAMBERS AT THE MUNICIPAL SERVICES COMPLEX, 300 W. MAIN STREET, FOR THE FOLLOWING PURPOSES:

Mayor:
Henry Pace

Mayor Pro Tem
Gina Juarez

Council Members:
Stephen Strong
Michael Searcy
Greg Jackson
Lee Scoggins

City Manager:
Jay Abercrombie

City Secretary
Cheryl Jimerson

CALL TO ORDER: *The Mayor will call the meeting to order, declare a quorum if present, and declare notices legally posted pursuant to Open Meetings Act.*

INVOCATION AND PLEDGE OF ALLEGIANCE:

CITIZENS COMMENTS

Comments shall be limited to three (3) minutes and taken in the order they are received. By State law, no action may be taken on items not on the agenda.

PRESENTATIONS/ANNOUNCEMENTS

CONSENT AGENDA

1. Consideration of possible action upon the minutes from the April 21, 2026 meeting. (Jimerson)
2. Consideration and possible action upon closing streets for the Juneteenth Parade.
3. Consideration and possible action upon the Auditors Engagement Letter for the 2025-2026 budget. (Kimbrell)

COUNCIL BUSINESS – REGULAR SESSION

4. Consideration upon the first reading of Ordinance 2026-05-02 that Southwestern Electric Power Company (SWEPCO) and its successors and assigns ("Company"), is granted non-exclusive right, franchise and authority, for a 30-year term. (Jimerson/Abercrombie)
5. Consideration and possible action upon the reappointment of the Main Street Board members for a two-year term: Ben Patterson, Lisa McConnell and Kelly Bumgardener. New appointment with a two-year term, the interview committee recommends Donovan Dickeson and Bonnie Hays a new appointment for a one-year term. (Duke)
6. Consideration and possible action upon the HEDCO financials for the month of March 2026. (Gardella)
7. Consideration and possible action upon the new Performance Agreement between HEDCO & BRASSO Development, LLC. (Gardella)
8. Consideration and Possible action upon approving the recommendation of the Selection Review Committee to award by Resolution 2022-05-01 for administrative services in conjunction with the submittal of an application for funding through the 2026 Downtown Revitalization Program CDM26-CDBG grant to provide application preparation, project administration, and project-related management services, if awarded. (Abercrombie/Jimerson)

DEPARTMENTAL REPORTS:

9. The City Council may deliberate and make inquiry into any item listed in the Departmental Reports.
 - A. City Manager
 - B. Fire Department
 - C. Police Department
 - D. Animal Center
 - E. Community Development
 - F. Public Services/Parks and Recreation Department
 - G. Public Utilities
 - H. Finance Department
 - I. City Secretary
 - J. Communications and Marketing
 - K. HEDCO

Sales tax revenue for March 2026

- L. Director of Operations Departmental Reports below.
 - Civic Center
 - Main Street/Tourism
 - Municipal Court

BOARDS AND COMMISSIONS

Board of Adjustments: There were no applications to consider. The April meeting was canceled.

Planning and Zoning Minutes; There were no applications to consider. The April meeting was canceled.

Main Street Meeting Minutes

Preservation Minutes

HEDCO Minutes

EXECUTIVE SESSION:

10. Convene into executive session to consult with the City Attorney in accordance with Vernon's Texas Government Code chapter 551, section 087.

REGULAR SESSION:

11. Convene in regular session and take necessary action as a result of the closed session. (Mayor)

ADJOURNMENT

12. Adjourn

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as 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) and 551.087 (Economic Development).

ACCESSIBILITY STATEMENT

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (903) 657-6551.

CERTIFICATE

I certify the foregoing notice was posted on the notice board in front of the Municipal Services Complex, Henderson, Texas, on this 13th day of May 2026.

Cheryl Jimerson, City Secretary

MINUTES OF THE
HENDERSON CITY COUNCIL
Regular Scheduled Meeting

April 21, 2026

CALL TO ORDER: *The Mayor will call the meeting to order, declare a quorum if present, and declare notices legally posted pursuant to Open Meetings Act.*

Mayor Pace called the meeting to order at 6 p.m.

Council members present were Stephen Strong, Michael Searcy, Greg Jackson, Lee Scoggins, and Gina Juarez.

Staff members present were City Manager Jay Abercrombie, City Secretary Cheryl Jimerson, City Attorney Russell Brown, Chief of Police Chad Taylor Director of Operations Davis Brown, Director of Utility Infrastructure and Delivery David Hortman, Community Development Manager/Building Official Cliff McElfresh, Finance Director Stephanie Kimbrell, Animal Center Director Charissa Blake, Civic Center Manager Christina Gray, Executive Leadership Assistant/HR Specialist Hillary Faulkner, Communications and Marketing Coordinator Phedra Johnson, and HEDCO Director Bret Gardella.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Pastor Josh Blizzard gave the invocation; Council Member Stephen Strong led the Pledges.

CITIZENS COMMENTS

Comments shall be limited to three (3) minutes and taken in the order they are received. By State law, no action may be taken on items not on the agenda.

Mrs. Carol Roberts commended Council Member Lee Scoggins on his help with saving the large magnolia tree in her yard on South Main from SWEPCO.

PRESENTATIONS/ANNOUNCEMENTS

Mayor Henry Pace gave a proclamation announcing April as National Garden Month. Ambassadors were in attendance to accept the proclamation.

CONSENT AGENDA

1. Consideration of possible action upon the March 24, 2026, Regular Council Meeting minutes.
2. Consideration of possible action upon the April 7, 2026, Special Called Council Meeting minutes.

Council Member Gina Juarez made a motion to approve the consent agenda, duly seconded by Council Member Michael Searcy. The vote was unanimous.

COUNCIL BUSINESS – REGULAR SESSION

3. Consideration and possible action upon Resolution 2026-04-02 Amendment #1 to the 2025-2026 Budget. (Kimbrell)

Stephanie; auditors' recommendation: no changes to the expense lines but adjust the Sales Tax revenue to reflect actual numbers ending September 2025.

Council Member Michael Searcy made a motion to approve Resolution 2026-04-02 budget amendment #1 to the 2025-2026 budget, duly seconded by Council Member Lee Scoggins. The vote was unanimous.

4. Consideration and Possible action on Resolution 2026-04-03 for a FY25 Grant Application to receive FLOCK LPR Cameras.

Police Chief Chad Taylor recommended a 20% match grant that allows the police department to pay subscription costs for our FLOCK LPR cameras. The FLOCK Cameras were significantly assisting in investigations where vehicles are used in the furtherance of a crime. This program will not only assist our agency but other Law Enforcement agencies in the area that have the system already in place.

Council Member Lee Scoggins asked about price and longevity. Chief Taylor stated the total subscription cost for the (10) FLOCK Cameras is approximately \$31,500.00. Cost to the city will be approximately \$6,300.00. Acceptance of this Grant will be dependent upon funding. This is a re-occurring grant which we would apply for annually.

Council Member Stephen Strong asked if we had plans for additional cameras. Chief Taylor stated TXDOT will be putting up cameras on their ROW within the city.

Council Member Lee Scoggins made a motion to approve Resolution 2026-04-03 for a grant application, duly seconded by Council Member Stephen Strong. The vote was unanimous.

5. Consideration and possible action upon a recommendation from the interview committee appointing Fryda Garmon to the Henderson Housing Authority Board. (Jimerson/Mayor)

Cheryl Jimerson stated the Housing Board reached out to the city needing a new member for their board. Taylor (with the Housing Authority), Mayor Pace and I interviewed Mrs. Garmon. It was a unanimous decision recommending Mrs. Garmon for the new member.

Council Member Michael Searcy made a motion to approve Mrs. Garmon as the new member on the Housing Authority, duly seconded by Council Member Greg Jackson. The vote was unanimous.

6. Consideration and possible action upon a recommendation for the Civic Center Advisory Committee reappointments of David Hill, Nancy Preston and Deborah Kangerga. (Gray)

Christina Grey stated the Civic Center Advisory Committee was established with a Resolution dated 12-19-2007. This committee is composed of 6 members who are recommended by the Board and appointed by the City Council. The members are set up on two-year, staggered terms. One-half of its members have terms which expire May 1, 2026. The remaining one-half of its members' terms expires on May 1, 2027. There are no term limits for this board.

Council Member Lee Scoggins made a motion to approve the board members as listed above, duly seconded by Council Member Michael Searcy. The vote was unanimous.

7. Consideration and possible action upon the HEDCO financials for the month of February 2026. (Gardella)
Bret Gardella stated he would answer any questions the council may have about the financials.

Council Member Gina Juarez made a motion to approve the financials, duly seconded by Council Member Greg Jackson. The vote was unanimous.

DEPARTMENTAL REPORTS:

8. The City Council may deliberate and make inquiry into any item listed in the Departmental Reports.

City Manager Jay Abercrombie informed council the new generator would arrive on Monday. Reception room, offices, and boardroom has been redone at the Civic Center.

Council Member Lee Scoggins asked about different department heads giving a verbal departmental report. Pace

suggested restarting department heads speaking next month.

- A. City Manager
- B. Fire Department
- C. Police Department
- D. Animal Center
- E. Community Development
- F. Public Services/Parks and Recreation Department

Council Member Stephen Strong wanted to give a shout-out to Julio Mejorado for getting on top of the complaint Stephen told him about. The citizens were very happy with him. Council Member Lee Scoggins complimented him last month for the same thing, stating he is very professional.

- G. Public Utilities
- H. Finance Department
- I. City Secretary
- J. Communications and Marketing
- K. HEDCO

Sales tax revenue for February 2026.

- L. Director of Operations Departmental Reports below.

Council Member Gina Juarez asked Director of Operations Davis Brown for an update on the Pickle Ball court. Davis said we are waiting for the updated numbers to come back from the engineer

Civic Center

Main Street/Tourism

Municipal Court

BOARDS AND COMMISSIONS

Board of Adjustments Minutes

Planning and Zoning Minutes

Cemetery Board Meeting Minutes

Main Street Meeting Minutes

Preservation Minutes

HEDCO Minutes

Gina asked about the cemetery board meetings. City Manager Jay Abercrombie stated they are not meeting. Council had no questions or comments on the Board meeting minutes.

EXECUTIVE SESSION:

Mayor Pace convened into executive session at 6:26

- 9. Convene into executive session to consult with the City Attorney in accordance with Vernon's Texas Government Code Chapter 551, section 087. (Mayor)

Mayor Pace convened into executive session at 6:26 p.m.

REGULAR SESSION:

- 10. Convene into regular session and take necessary action as a result of closed session.

Mayor Pace reconvened into regular session at 7:03 stating there was no action to take from the executive session.

ADJOURNMENT

- 11. Adjourn

Council Member Lee Scoggins made a motion to adjourn at 7:03 p.m., duly seconded by Council Member Gina Juarez. The vote was unanimous.

ATTEST:

APPROVED:

Cheryl Jimerson, City Secretary

Henry Pace, Mayor



City Council

Agenda Item # 2.

SUBJECT: Consideration and possible action upon closing streets for the Juneteenth Parade.

MEETING DATE: May 19, 2026

DEPARTMENT: Council and Board

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: Approval of the Juneteenth Parade route.

ITEM SUMMARY: This is an annual event. I have not received the 2026 flyer, but the parade route will be the same as last year.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Juneteenth Parade

do it for the culture

June 21, 2025
9am to 5pm

Grab your family, friends, and lawn chairs
and join us as we kick off our annual

JUNETEENTH CELEBRATION

Parade begins downtown at 10:30am

Followed by a fun-filled day at YATES PARK

Free food, DJ, Fun games, face
painting, bounce house, snow cones
and so much more.

**GET CREATIVE WITH YOUR
FLOATS/VEHICLES . PRIZES WILL BE
AWARDED TO THE MOST CREATIVE
FLOAT/VEHICLE.
1ST PLACE \$100
2ND PLACE \$50**

Route: Line-up 10am @ First Baptist,
travels east on East Main St, North on
Marshall Street, East down MLK to
Broadway St., down Dallas St., ends at
Yates Park

Elsie Bagley 903 658 5577

Laquisba Williams 903 646 6437

Andre Oliver 903 404 1610

Debra Childers 903 658 2792



City Council

Agenda Item # 3.

SUBJECT: Consideration and possible action upon the Auditors Engagement Letter for the 2025-2026 budget. (Kimbrell)

MEETING DATE: May 19, 2026

DEPARTMENT: Finance

CONTACT:

RECOMMENDED CITY COUNCIL ACTION:

ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Engagement Letter - 2025-2026 Budget (GMP Assurance)
2. Engagement Letter Terms and Conditions - City of Henderson (9-30-26)



May 4, 2026

Honorable City Council
City of Henderson
400 W. Main
Henderson, Texas

The following represents our understanding of the services we will provide the City of Henderson (the City):

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Henderson, as of September 30, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (U.S.GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that management's discussion and analysis (MD&A), and Changes in Net Pension Liability and Related Ratios, be presented to supplement the City of Henderson's basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Net Changes in Net Pension Liability and Related Ratios
- 3) Schedule of Pension Contributions and Related Notes
- 4) Schedule of Changes in OPEB Liability and Related Ratios – Supplemental Death Benefits Plan
- 5) Schedule of Changes in OPEB Liability and Related Ratios – Health Plan

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Combining Financial Statements – Nonmajor Governmental Funds
- 2) Combining Financial Statements – Special Revenue Funds
- 3) Combining Financial Statements – Capital Projects Funds
- 4) Detailed Schedule of Revenues and Expenditures – Budget and Actual (Non-GAAP Budget Basis) – Water and Sewer Fund

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with Government Auditing Standards. As part of an audit in accordance with GAAS and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about [Entity Name]'s ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and in accordance with Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the City of Henderson's compliance with the provisions of applicable laws, regulations, contracts and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditors' report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Non-Attest Services

With respect to any non-attest services we perform,

At the end of the year, we agree to perform the following:

- Propose adjusting or correcting journal entries to be reviewed and approved by the City's management.
- Prepare the basic financials statements and related notes as identified on page one of this letter as well as the RSI and supplementary information.
- Consult with City management on the implementation of any new GASB standard.

We will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the non-attest services are as follows:

- We will perform the services in accordance with applicable professional standards
- The non-attest services are limited to the those identified above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the City of Henderson's basic financial statements. Our report will be addressed to the governing body of the City of Henderson. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Engagement Administration, Fees and Other

We understand that your employees will prepare all confirmations we request and will locate any document or support for any other transactions we select for testing.

We will provide copies of our reports to the City of Henderson; however, management is responsible for distribution of the reports and the basic financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Engagement Administration, Fees and Other (continued)

The audit documentation for this engagement is the property of GMP Assurance PLLC and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to federal agencies or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of GMP Assurance PLLC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by certain federal agencies. If we are aware that a federal awarding agency, pass through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit as soon as mutually convenient and to issue our reports no later than your March 2027 meeting. We will conduct interim field work at your convenience in July 2026.

Kevin R. Cashion, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Based on our previous engagements, the fee should approximate between \$38,000 and \$40,000. Our services will be invoiced monthly as the audit work progresses. Payment of our services will be due within 30 days of each invoice date. A finance charge of 6% simple interest, calculated at 0.5% per month, will be assessed on any unpaid balance after deduction of current payments made within thirty days of the date of billing. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued

At the conclusion of our audit engagement, we will communicate to the City Council the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

Engagement Administration, Fees and Other (continued)

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management’s consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Acknowledgement and Acceptance of Agreement Including Terms and Conditions

Each party acknowledges that it has read and agrees to all the terms contained herein, including the **Terms and Conditions** attached, which are expressly incorporated herein by reference.

Each party and its signatory below represent that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

We appreciate the opportunity to be of service to you. If you agree to the terms of our engagement, please sign this Agreement and the Terms and Conditions attached and return it to us.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Sincerely,

GMP Assurance PLLC

Kevin R. Cashion

Kevin R. Cashion, CPA

RESPONSE:

This letter correctly sets forth the understanding of the City of Henderson.

By: _____

Title: _____

Date: _____

Report on the Firm's System of Quality Control

December 17, 2024

To the Owners of Gollob Morgan Peddy PC and the Peer Review Committee of the Texas Society of Certified Public Accountants,

We have reviewed the system of quality control for the accounting and auditing practice of Gollob Morgan Peddy PC (the firm) in effect for the year ended June 30, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act; and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Gollob Morgan Peddy PC in effect for the year ended June 30, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Gollob Morgan Peddy PC has received a peer review rating of pass.

Condley and Company, L.L.P.

Condley and Company, L.L.P.



TERMS AND CONDITIONS FOR ATTEST SERVICES

1. Alternative Practice Structure. GMP Assurance PLLC and Gollob Morgan Peddy Inc. (dba GMP Advisors) practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. GMP Assurance PLLC provides attest services to its clients. GMP Advisors is not a licensed CPA firm and does not provide audit or attest services. You have engaged GMP Assurance PLLC (“Firm”) to provide the services described in the Agreement.
2. Use of Leased Employees, Subcontractors and Third-Party Products. In performing our engagement pursuant to this Agreement, we will lease professional and administrative staff, who are employed by GMP Advisors or its related entities. These individuals will be under the direct control and supervision of GMP Assurance PLLC, which is solely responsible for the performance of the engagement. Additionally, the professional staff of GMP Assurance PLLC and GMP Advisors and their related entities are subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of client information.

We may, in our sole discretion, use affiliates of ours (“Affiliated Entities”) or qualified third-party service providers (together with our Affiliated Entities, “Subcontractors”), to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Confidential Information and Personal Information (as such terms are defined below) to them. Such recipients are bound by confidentiality obligations. You acknowledge and agree that our use of Subcontractors may involve the processing, input, disclosure, movement, transfer, and storage of your information and data, including Confidential Information and Personal Information outside of our technology infrastructure. We will be responsible to you for the performance of our Subcontractors, solely as related to the services performed under this Agreement, subject to all limitations and disclaimers herein.

We also may provide services to you using third-party software, or products (collectively, “Third-Party Product(s)”). You acknowledge that the use of a Third-Party Product may involve the processing, input, transfer, or storage of information provided to us, which may result in the access, transfer, storage or processing of such information and data outside of the United States. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information as described herein for purposes related to providing services to you.

You acknowledge that the use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control. We will not be liable for any damage relating to such limitations, delays, delivery failures, interruptions, errors, or other problems. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data resulting from the use of a Third-Party Product.

3. Ownership of Workpapers. The workpapers for the engagement performed pursuant to this Agreement are the property of the Firm. For the purposes of this Agreement, the term “workpaper” shall mean the confidential and proprietary records of the Firm’s procedures performed, relevant evidence obtained, other service-related workpapers, and conclusions reached.
4. Third Party Discovery. In the event we are required by government regulation, subpoena or other legal process or formal inquiry, to produce our documents, communications, or our personnel as witnesses with respect to our engagement with you, you will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our reasonable professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to and cooperating with such requests.
5. Expenses and Timely Payment. In addition to our professional fees, you will reimburse us for all out-of-pocket expenses reasonably and necessarily incurred in performing the services pursuant to the Agreement.

The client and the firm agree that no claim arising out of or relating to the services rendered pursuant to this agreement shall be commenced more than one year after the date of the work product is issued by the firm or the date of the termination of this agreement if no work product has been issued.

To the maximum extent permitted by applicable law, regulations, and professional standards, in no event will we, our affiliated entities, or any of our or their partners, employees, subcontractors, agents or other representatives be liable for any of the following arising out of or relating to this agreement or the services, regardless of the form of action, whether based in contract, warranty, tort (including negligence), statute, strict liability, or otherwise: (a) special, indirect, incidental, consequential, punitive or exemplary damages of any nature, including, but not limited to, business interruption or loss of profits, revenue, contracts, opportunities, goodwill, reputation, productivity, facilities, data or equipment, even if such damages were foreseeable.

6. Dispute Resolution - Mediation & Arbitration.

i. Any dispute arising out of or relating to the Agreement, or breach thereof, shall first be submitted for good faith mediation administered by the American Arbitration Association (“AAA”) and its Accounting and Related Services Arbitration Rules and Mediation Procedures (the “Rules”). The Parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediation will be treated as a settlement discussion and shall be confidential. The mediator may not testify for any Party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each Party shall bear its own costs in the mediation. Absent an agreement to the contrary, the fees and expenses of the mediator shall be shared equally by the Parties. Mediation shall occur at a location designated by the Parties within 50 miles of Tyler.

ii. If the matter is not resolved by mediation within sixty (60) days following the Parties’ first appearance before the mediator, then the Parties shall have an additional sixty (60) days to file a written demand for arbitration administered by the AAA under its Rules. If the Parties fail to file the written demand for arbitration within such sixty (60) day period, the Parties agree that any potential claims shall be waived.

iii. The arbitration will be conducted before a single arbitrator selected from the AAA’s Panel of Accounting Professionals and Attorneys and shall occur at a location designated by the Parties within 50 miles of Tyler. The arbitrator shall be a fit and impartial person and shall have at least ten (10) years’ experience in commercial litigation, accounting or a similar field connected to the subject matter of the dispute. The arbitrator, with the aforementioned requisite qualifications, shall be selected pursuant to the Rules.

iv. The arbitrator shall issue his or her final award in a written and reasoned decision to be provided to each Party. The arbitrator shall apply a burden of proof standard requiring clear and convincing evidence on claims by either party. In his or her decision, the arbitrator will declare one Party the prevailing Party. The arbitrator shall have no authority to award non-monetary or equitable relief of any sort. The arbitrator shall not have authority to award damages that are punitive in nature, or that are not measured by the prevailing Party’s actual compensatory loss.

v. Any discovery sought in connection with the arbitration must be expressly approved by the arbitrator only upon a showing of substantial need by the Party seeking discovery.

vi. All aspects of the arbitration shall be treated as confidential. The Parties and the arbitrator may disclose the existence, content or result of the arbitration only as expressly provided by the Rules.

vii. The award reached as a result of the arbitration will be binding on the Parties and confirmation of the arbitration award may be sought in any court having jurisdiction.

7. Governing Law. The Agreement, and all claims or causes of action (whether in contract, tort, statute or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the facts and circumstances relating to its

negotiation, execution or performance, shall be governed by the laws of Texas, without giving effect to any provisions relating to conflict of laws that would require the laws of another jurisdiction to apply.

8. No third-party reliance. Any deliverable issued as part of this Agreement is intended only for the Client. Unless otherwise specifically agreed to by Firm, no third party is entitled to rely in any manner or for any purpose on any report, opinion, work product, deliverable, or other services of Firm in connection with this agreement. You will obtain our written consent, and provide us a copy for review, prior to providing any Firm deliverable to a third party.
9. Confidentiality and Data Privacy. We will treat your Confidential Information with the same degree of care as we treat our own confidential and proprietary information of a similar nature, but in no event will such standard of care be less than a commercially reasonable standard of care. Except as authorized by this Agreement or as required by law or regulation, we will not disclose your Confidential Information to any third party without your consent.

The term “Confidential Information” means any non-public information that a reasonable person would understand should be kept confidential based on its nature, the circumstances of its disclosure, or any designation as confidential by the disclosing party. Confidential Information does not include information that (1) is or becomes publicly available other than as the result of a disclosure in breach hereof, (2) becomes available to us on a nonconfidential basis from a source that we believe is not prohibited from disclosing such information to us, (3) is already known by us without any obligation of confidentiality with respect thereto, or (4) is developed by us independently of any disclosures made to us hereunder.

The term “Personal Information” means any personal information or data, as may be defined by applicable privacy, data protection, or cybersecurity laws, that directly or indirectly identifies a natural person. Each party agrees to transmit Personal Information consistent with applicable laws and any other obligations the respective party may have.

The Client consents to the Firm and its Affiliated Entities using Confidential Information and Personal Information provided by or on behalf of the Client to: (i) improve the quality and scope of our services; and/or (ii) develop or perform internal data analysis and business analytics. The Firm and its Affiliated Entities will not use or disclose such Confidential Information or Personal Information in a way that would permit the Client or an individual to be identified by third parties.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to the Firm of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

Our Privacy Policy is available on our website (the “Privacy Policy”), and the Privacy Policy is hereby incorporated by reference into the Agreement. The Privacy Policy may be amended from time to time in our sole discretion and without prior notice to you. You acknowledge that you have read and understand the Privacy Policy and agree to the practices described therein.

10. Retention of Records. You have the sole responsibility for retaining and maintaining in your possession or custody all of your financial and non-financial records related to this Agreement. We will not host, and will not accept responsibility to host, any of your records. We, however, may maintain a copy of any records necessary for us to comply with applicable law and/or professional standards or to exercise our rights under this Agreement. Any such records retained by us will be subject to the confidentiality obligations set forth herein and destroyed in accordance with our record retention policies. Upon request, we will return all your original records to you.
11. Disclaimer of Warranties. You agree that we are not responsible for determining the appropriateness or suitability of the type of services provided pursuant to this agreement for your purposes. You acknowledge that the services do not include, and we shall not be responsible for providing, any procedures designed to discover significant errors, fraud, defalcations or other irregularities, should any exist.

12. **Termination.** Unless otherwise terminated consistent with these terms, our Agreement ends upon the completion of the Services for which we have been engaged. We may immediately terminate the Agreement and withdraw from providing any further Services if: (a) we become aware of any information, including, but not limited to, actual, alleged, or suspected fraud, misconduct, or other noncompliance with laws and regulations, which causes us, in our sole judgment, to have reasonable doubt as to the integrity of you, your management, owners, or those charged with governance; (b) you fail to timely provide us with information we request; (c) we are unable to complete the services pursuant to the Agreement or are unable to form an opinion for reasons beyond our control; or (d) we are unable to complete our services in accordance with professional standards and ethical obligations.

Upon the conclusion of the Agreement or if we withdraw or it is terminated for any reason, you will pay our fees for work performed and expenses incurred through the effective date of such withdrawal or termination. We may withhold any work product until all invoices have been paid.

13. **Force Majeure.** Neither the Firm nor the Client shall be responsible for any delay or failure in its performance resulting from acts beyond its reasonable control (each, a “Force Majeure Event”). Force Majeure Events include, but are not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages.
14. **Survival.** The parties agree that those provisions of this Agreement which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, dispute resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Agreement.
15. **Non-solicitation.** Any discussions that you, or any party acting on your behalf, have with professional personnel of our Firm regarding employment could pose a threat to our independence and interfere with our ability to render certain services to you. During the term of this Agreement and for a period of 24 months following its termination for any reason, Client agrees not to directly or indirectly solicit, hire, retain, or encourage to leave, any person who is, or was during the term of the Agreement, an employee, contractor, or consultant of the Firm or one of its Affiliated Entities. You agree to compensate us for any damage we may incur, including replacing our personnel, lost revenue and/or impairing our independence. This provision shall not apply to general solicitations of employment not specifically directed toward employees of the Firm, or to former employees of the Firm whose employment has been terminated for a period of six (6) months or longer.
16. **Assignment.** You may not assign the Agreement, or your rights or obligations under the Agreement, without our consent.
17. **Marketing.** We may mention your name and provide a general description of the Agreement in our client lists and marketing materials.
18. **Notices.** All notices sent to the other party must be in writing.
19. **Additional Services.** If you request that we perform any services outside the scope of this Agreement, they will be the subject of a separate engagement document. In the event a separate engagement document is not issued, these terms and conditions will apply to those services.
20. **Entire Agreement.** The Agreement, which includes these Terms and Conditions, constitutes the entire agreement between the Firm and the Client and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Agreement, including any separate nondisclosure agreement executed between the parties.

Any term of this Agreement that would be prohibited by or impair our independence under applicable law or regulation shall not apply, to the extent necessary only to avoid such prohibition or impairment. If any term or provision of this Agreement is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Agreement may be amended or modified only in writing signed by both parties.

Confirmed and agreed on behalf of City of Henderson, Texas by:

Name: _____

Title: _____

Date: _____



City Council

Agenda Item # 4.

SUBJECT: Consideration upon the first reading of Ordinance 2026-05-02 that Southwestern Electric Power Company (SWEPCO) and its successors and assigns ("Company"), is granted non-exclusive right, franchise and authority, for a 30-year term. (Jimerson/Abercrombie)

MEETING DATE: May 19, 2026

DEPARTMENT: City Secretary

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: Approval of the franchise agreement with SWEPCO/AEP

ITEM SUMMARY: Dear Mayor Pace:

Subject: Electric Franchise

Our records indicate the 30-year franchise granted by the City of Henderson to Southwestern Electric Power Company (dba American Electric Power) is scheduled for renewal on May 12, 2026. A copy of our proposed form of Ordinance for granting a new franchise is enclosed for the City Council's review and consideration. I welcome the opportunity to meet with the Council to discuss the franchise and renewal process.

The franchise sets forth a basic working relationship with AEP, in general: allowing AEP to conduct

business within the City of Henderson, to construct and maintain facilities for electric service in the public Rights of Way and holding the City harmless from liability which may arise from such operation.

The franchise approval process consists of several steps:

1. Review and approval by ordinance by the City Council.
2. Provide (2) signed and sealed original ordinances to Southwestern Electric Power Company in c/o Mark Robinson, 4421 W. Loop 281, Longview, Texas 75604.
3. AEP will provide an official acceptance of the franchise within 90 days from the date of passage.

BACKGROUND INFORMATION: The last franchise agreement was approved in 1996 for a 30-year term.

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 2026-05-02 Henderson Franchise Agreement 2026

ORDINANCE 2026-05-02

AN ORDINANCE GRANTING TO SOUTHWESTERN ELECTRIC POWER COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE LINES AND APPURTENANCES AND APPLIANCES FOR CONDUCTING ELECTRICITY IN, OVER, UNDER AND THROUGH THE STREETS, AVENUES, ALLEYS AND PUBLIC PLACES OF THE CITY OF HENDERSON, TEXAS

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, A MAJORITY OF MEMBERS CONCURRING:

SECTION 1: That Southwestern Electric Power Company, a corporation organized under the laws of the State of Delaware, its successors and assigns (“Company”), is granted the non-exclusive right, privilege, franchise and authority, for a term of 30 years, beginning May 12, 2026, and ending May 12, 2056, to acquire, construct, maintain and operate in, above, under, across, over and along the streets, alleys, thoroughfares, bridges and public places (“Public Rights-of-Way”), as the same now exist or may be laid out in the future, in the City of Henderson, State of Texas (“City”), lines for the transmission and distribution of electric energy and incidental services, either by means of overhead or underground conductors, with all necessary or desirable appurtenances and appliances as currently installed or that may be installed in the future, including but not limited to electric substations, underground conduits, poles, towers, wires and transmission and distribution lines, and fiber optic cable and telegraph and telephone wires for audio, video and data communications for use in support of transmission and distribution operations and the electric system and grid and appurtenant matters, all for the purpose of transmitting and distributing electrical energy to the City and its inhabitants, and persons and corporations within and beyond the City limits for light, heat, power and any other purpose or purposes for which electric energy is now or may be used in the future, and to license or lease space on or within the Company's poles, conduit and appurtenant facilities for the attachment of third-party facilities, and for all other

ORDINANCE 2026-05-02

facilities Company determines reasonably necessary for the provision of safe, reliable, and economical electric service to the City.

SECTION 2: Poles and towers must be erected so as not to interfere unreasonably with traffic over streets and alleys, and the City may make and impose reasonable requirements fixing the location of poles, towers, and conduits, provided that no such requirement may be unreasonably burdensome upon Company or unreasonably interfere with the operation or maintenance of Company's electric facilities.

SECTION 3: The City grants to Company permission to cut down, trim, remove and otherwise control using herbicides or tree growth regulators, any trees, branches, vegetation or brush upon and overhanging the Public Rights-of-Way of the City in the vicinity of Company's electric facilities where trees and other vegetation, in Company's reasonable opinion, may endanger the safety of Company's personnel or interfere with the construction, operation, or maintenance of Company's electric facilities or ingress or egress to, from or along the Public Rights-of-Way.

SECTION 4: Company shall fully indemnify and hold the City harmless from any damage, loss, action or cause of action arising in whole or in part from Company's exercise of any of its rights, privileges, franchises and obligations under this ordinance, except to the extent arising out of City's negligence or willful misconduct.

SECTION 5: For and as full consideration and compensation for this franchise and the rights, privileges and easements granted and conferred thereby and as rental for the use of the Public Rights-of-Way within or that may in the future be located within the City, Company must pay the City an amount calculated in accordance with the methodology prescribed by applicable law as it exists today in the form and substance of the Texas Public Utilities Regulatory Act (PURA) Section 33.008(b), Texas Utilities Code, currently the

ORDINANCE 2026-05-02

product of a factor of \$0.002076 per kilowatt hour multiplied times the number of kilowatt hours delivered by Company to retail customers within the City's boundaries, as such charge may be revised from time to time in accordance with Section 33.008(b) of the Texas Utilities Code or any other applicable provision of law regarding franchise fee payments. A payment made on the basis of the foregoing applicable law or any change, modification or replacement will be made each month throughout the term provided for in this ordinance, with each such payment to be made on the first business day of the second month following the month in which the deliveries occurred for the billing cycle for that month.

The City must notify Company in writing of newly annexed and de-annexed areas. The notice must include the ordinance number authorizing the action, an appropriate map identifying the areas and documentation of the notice to the State of Texas regarding the annexation or de-annexation. Company will have no responsibility for beginning payments to the City for kilowatt hours delivered in newly annexed areas until it has received the City's notification. Upon the City's notification and beginning the 91st day after receipt of the notice, Company will begin payments to the City for kilowatt hours delivered in each newly annexed area and will make any appropriate adjustments in payments reflecting overdeliveries of kilowatt hours in any prior month resulting from inclusion of kilowatt hours from de-annexed areas in the calculation of the monthly charge. Payments for deliveries in newly annexed areas and adjustments for over-delivery in de-annexed areas will be made back to the effective date of the ordinance.

SECTION 6: Whenever in this ordinance the City or Company is referred to, that reference will include the respective successor or assign of either, and all rights, privileges, franchises and obligations contained in this ordinance will bind and benefit any successor or assign, in which event the predecessor of any successor or assign is divested of all such rights,

ORDINANCE 2026-05-02

privileges, franchises or obligations, whether or not expressed.

SECTION 7: The terms and provisions of this ordinance are joint and several, and the invalidity of any part will not affect the validity of the remainder of the ordinance.

SECTION 8: This ordinance will take effect from and after the earliest period allowed by law, provided that Company must file its written acceptance of this franchise within 90 days after the adoption of this ordinance. Once this ordinance takes effect, the electric franchise under which the City has been operating will stand surrendered.

INTRODUCED, READ FOR THE FIRST TIME in written form at a regular meeting, duly and regularly called and held on the 19th day of May, 2026, by the following vote:

AYES:

NAYS:

ORDINANCE 2026-05-02

INTRODUCED, READ FOR THE SECOND TIME AND FINALLY PASSED

AND ADOPTED in written form at a regular meeting, duly and regularly called and held on the 16th day of June, 2026, by the following vote:

AYES:

NAYS:

APPROVED, on the 16th day of June, 2026.

The Honorable Mayor of the City of Henderson, Texas

Henry Pace

Printed Name

ATTEST:

City Secretary

Cheryl Jimerson

Printed Name

ORDINANCE 2026-05-02

STATE OF TEXAS §

COUNTY OF RUSK §

I, the undersigned, City Secretary of the City of Henderson, Texas, certify that the above and foregoing is a true and correct copy of a franchise ordinance passed, adopted and approved by the City Council of the City of Henderson, Texas, at a meeting duly and regularly called and held on the 16th day of June, 2026.

IN TESTIMONY WHEREOF, witness my hand and seal of office, this ____ day of _____, 2026.

City Secretary of the City of
Henderson, Texas



City Council

Agenda Item # 5.

SUBJECT: Consideration and possible action upon the reappointment of the Main Street Board members for a two-year term: Ben Patterson, Lisa McConnell and Kelly Bumgardener. New appointment with a two-year term, the interview committee recommends Donovan Dickeson and Bonnie Hays a new appointment for a one-year term. (Duke)

MEETING DATE: May 19, 2026

DEPARTMENT: Main Street/Tourism

CONTACT: Alexa Duke, Main Street/Tourism Coordinator

RECOMMENDED CITY COUNCIL ACTION: Approval of re-appointments and new members for the Main Street Board.

ITEM SUMMARY: Riese Duty has resigned from the board and Misty does not want to serve another term. The interview committee recommends the two positions be filled by Bonnie Hays and Donovan Dickeson. The other members want to serve another term.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS: None



City Council

Agenda Item # 6.

SUBJECT: Consideration and possible action upon the HEDCO financials for the month of March 2026. (Gardella)

MEETING DATE: May 19, 2026

DEPARTMENT: HEDCO

CONTACT: Bret Gardella, HEDCO Director

RECOMMENDED CITY COUNCIL ACTION: To review and approve 03.2026 financials

ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. HEDCO Financials (Updated thru 03-31-2026)
2. Board_Report_Revenue_Expenses_03.31.26 for Council Meetings

HEDCO - APPROVED BUDGET 2024-2025

	A	B	C	D	E	F	G	H	I	J	K	
1	Last Edit Date:		4.20.26	TYPE B EDC								
2	Budget approved by HEDCO		08.19.2025									
3	Budget approved by Council		09.16.2025									
4	Budget amended:							03.31.26 Checking Acct. #1963 Bal.	\$ 4,776,203.96			
5												
6				Approved	Final Budget	Approved Budget			Y-T-D			
7				Budget	Budget	BUDGET	6-Month Ended	2025-2026	% Of			
8	Acct.#		Description	2024-2025	2024-2025	2025-2026	03.31.26	03.31.26	Budget	Notes		
9						12	6	6	33%	Percent of year completed		
10	REVENUE											
11	3010		Sales Tax Revenues Type B	\$ 1,900,000.00	\$ 2,017,371.10	\$ 1,900,000.00	\$ 147,424.55	\$ 1,023,982.09	54%			
12	3025		Interest Income	\$ 115,000.00	\$ 18,859.51	\$ 115,000.00	\$ 14,327.40	\$ 83,860.77	73%			
13	3030		Land Sales	\$ 923,599.00	\$ -	\$ -	\$ -	\$ -	0%			
14	3090		Other (Misc) Revenue	\$ 5,000.00	\$ -	\$ 50,000.00	\$ 38,000.00	\$ 99,386.25	199%	Predicted Revenue from Timber being cut on (Jenkins/Jim Allen Estate Tracts)		
15			TOTAL REVENUE	\$ 2,943,599.00	\$ 2,036,230.61	\$ 2,065,000.00	\$ 199,751.95	\$ 1,207,229.11	58%			
16												
17	* Footnote		Note Reciveable from Rusk County Rural Rail District - Not Included in Budget Totals							Notes receivable accrue on the balance sheet vs.the budget at \$6,666.67 per month. Pmt. Deferred for 15 years until 2037.		
18												

HEDCO - APPROVED BUDGET 2024-2025

	A	B	C	D	E	F	G	H	I	J	K
				Approved	Final Budget		Approved Budget		Y-T-D		
				Budget	Budget		BUDGET	6-Month Ended	2025-2026	% Of	
	Acct.#		Description	2024-2025	2024-2025		2025-2026	03.31.26	03.31.26	Budget	Notes
6											
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31											

HEDCO - APPROVED BUDGET 2024-2025

	A	B	C	D	E	F	G	H	I	J	K
6				Approved	Final Budget		Approved Budget		Y-T-D		
7				Budget	Budget		BUDGET	6-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	03.31.26	03.31.26	Budget	Notes
32	Supplies, Office Expenses and Professional Services										
33	6501		Accounting (Monthly Bookkeeping + Annual Audit)	\$ 14,000.00	\$ 13,970.00		\$ 20,000.00	\$ 600.00	\$ 3,165.00	16%	
34	6502		Insurance - General Liability	\$ 1,500.00	\$ 1,189.00		\$ 3,000.00	\$ -	\$ 1,180.85	39%	(11.17.25-received \$8.15 refund back from insurance)
35	6503		Legal (Attorney)	\$ 25,000.00	\$ 4,312.50		\$ 25,000.00	\$ 300.00	\$ 2,717.50	11%	
36	6504		Office Expenses	\$ 8,744.17	\$ 8,744.17		\$ 15,000.00	\$ 129.69	\$ 1,126.54	8%	
37	6505		Postage & Shipping	\$ 400.00	\$ 146.00		\$ 400.00	\$ -	\$ 156.00	39%	
38	6506		Property Tax	\$ 85.00	\$ (3,859.30)		\$ 85.00	\$ -	\$ 2,828.59	3328%	
39	6507		Cell Phone(s)	\$ 1,560.00	\$ 1,471.88		\$ 2,000.00	\$ 111.63	\$ 812.94	41%	
40	6508		Utilities				\$ -	\$ 40.19	\$ 725.02		will need BUDGET Amendment 25-26
41	6509		Professional Services - Consulting Fees, Engineering, Design, Architectural (Part of Capital Expenses)	\$ 100,000.00	\$ 3,464.97		\$ 100,000.00	\$ 11,925.00	\$ 31,655.00	32%	
42	Subtotal - Supplies, Office Expenses and Professional Services			\$ 151,289.17	\$ 29,439.22		\$ 165,485.00	\$ 13,106.51	\$ 44,367.44	29%	

HEDCO - APPROVED BUDGET 2024-2025

	A	B	C	D	E	F	G	H	I	J	K
6				Approved	Final Budget		Approved Budget		Y-T-D		
7				Budget	Budget		BUDGET	6-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	03.31.26	03.31.26	Budget	Notes
43											
44	Personnel Expenses										
45	7001		Contract Labor - Executive Director (with City)	\$ 229,758.13	\$ 229,758.13		\$ 220,947.79	\$ 19,059.07	\$ 104,824.15	47%	
46	7010		Contract Labor - Dir. of Marketing/Business Dev.	\$ 106,469.30	\$ 106,469.30		\$ 99,154.67	\$ 9,601.36	\$ 52,807.48	53%	
47	7020		Contract Labor - Office Manager	\$ 90,467.86	\$ 90,467.86		\$ 81,696.91	\$ 7,842.99	\$ 43,136.43	53%	
48	7021		Contract Labor - Grant Research/Writer	\$ 30,000.00	\$ 360.00		\$ 30,000.00	\$ -	\$ -	0%	
49	7022		Contract Labor-Lawyer	\$ 36,000.00	\$ 23,076.82		\$ 36,000.00	\$ 2,769.24	\$ 27,692.28	77%	
50			Subtotal - Personnel Expenses	\$ 492,695.29	\$ 450,132.11		\$ 467,799.37	\$ 39,272.66	\$ 228,460.34	49%	
51											

HEDCO - APPROVED BUDGET 2024-2025

	A	B	C	D	E	F	G	H	I	J	K
6				Approved	Final Budget		Approved Budget		Y-T-D		
7				Budget	Budget		BUDGET	6-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	03.31.26	03.31.26	Budget	Notes
52	Program Expenses										
53	7201		Website Annual License Fees	\$ 5,000.00	\$ 2,525.00		\$ 5,000.00	\$ -	\$ -	0%	
54	7202		Website Development, Maintenance, Upgrades, etc.	\$ 22,500.00	\$ 22,500.00		\$ 10,000.00	\$ -	\$ -	0%	
55	7203		Advertising and Marketing	\$ 132,613.94	\$ 132,613.94		\$ 120,000.00	\$ 3,233.73	\$ 33,425.73	28%	
56	7204		Meetings and Entertainment	\$ 10,000.00	\$ 2,958.54		\$ 10,000.00	\$ 24.20	\$ 4,105.72	41%	
57	7205		Dues, Memberships & Subscriptions	\$ 41,609.47	\$ 41,609.47		\$ 65,000.00	\$ 6,895.00	\$ 57,814.81	89%	
58	7206		Confrences & Training	\$ 52,479.02	\$ 52,479.02		\$ 60,000.00	\$ 5,626.67	\$ 21,861.70	36%	
59	7210		Business Recruitment	\$ -	\$ -		\$ 100,000.00	\$ 4,970.89	\$ 48,429.99	48%	
60			Subtotal - Program Expenses	\$ 264,202.43	\$ 254,685.97		\$ 370,000.00	\$ 20,750.49	\$ 165,637.95	45%	
61											

HEDCO - APPROVED BUDGET 2024-2025

	A	B	C	D	E	F	G	H	I	J	K
6				Approved	Final Budget		Approved Budget		Y-T-D		
7				Budget	Budget		BUDGET	6-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	03.31.26	03.31.26	Budget	Notes
62	Repairs and Maintenance (Non-Capital Expenses)										
63	7303		Property Maintenance - Taylor Street/Greenbelt	\$ 500.00	\$ -		\$ 500.00	\$ -	\$ -	0%	
64	7305		Property Maintenance - Henderson Innovation Park	\$ 225,000.00	\$ 187,822.80		\$ 250,000.00	\$ 2,950.00	\$ 9,050.00	4%	
65	7310		Property Maintenance-Jim Allen Estate	\$ 400,000.00	\$ -		\$ 150,000.00	\$ -	\$ -	0%	
66	7309		Property Maintenance - Old City Hall Complex	\$ 5,000.00	\$ 745.00		\$ 5,000.00	\$ -	\$ -	0%	
67			Subtotal - Repairs and Maintenance (Non-Capital)	\$ 630,500.00	\$ 188,567.80		\$ 405,500.00	\$ 2,950.00	\$ 9,050.00	2%	
68											
69	TOTAL EXPENSES			\$ 2,487,686.89	\$ 1,257,298.66		\$ 3,038,784.37	\$ 168,079.66	\$ 729,056.39	24%	
70											

HEDCO - APPROVED BUDGET 2024-2025

	A	B	C	D	E	F	G	H	I	J	K
6				Approved	Final Budget		Approved Budget		Y-T-D		
7				Budget	Budget		BUDGET	6-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	03.31.26	03.31.26	Budget	Notes
71	CAPITAL OUTLAY										
72	7501		Purchase of Property for New Business Park	\$ 230,000.00	\$ -		\$ 230,000.00	\$ -	\$ -	0%	
73	7502		East Texas Reg. Business Park - Capital Expenditures - Utilities & Street Improvements, Land Clearing, Sidewalks, Pond improvements	\$ 1,572,000.00	\$ 1,387,586.18		\$ 1,000,000.00	\$ 2,450.00	\$ 150,052.13	15%	
74	7504		Contracted Building-Design & Construction	\$ 2,500,000.00	\$ -		\$ 2,500,000.00	\$ -	\$ -	0%	
75			Total Capital Outlay	\$ 4,302,000.00	\$ 1,387,586.18		\$ 3,730,000.00	\$ 2,450.00	\$ 150,052.13	4%	
76											
77	TOTAL EXPENDITURES (Expenses + Capital Outlay)			\$ 6,789,686.89	\$ 2,644,884.84		\$ 6,768,784.37	\$ 170,529.66	\$ 879,108.52	13%	
78	Totals										
79			Total Revenues	\$ 2,943,599.00	2,036,230.61		\$ 2,065,000.00	\$ -	\$ 1,207,229.11	58%	
80			(Less) Total Expenditures	\$ 6,789,686.89	2,644,884.84		\$ 6,768,784.37		\$ 328,120.59	5%	
81	Net Increase/Decrease in Unrestricted Net Assets			\$ (3,846,087.89)	(608,654.23)		\$ (4,703,784.37)		\$ 879,108.52	-19%	
82			Receivable for Loan - Rusk County Rural Rail District	\$ -	\$ -		\$ -	\$ -	\$ -	0%	Agreement to defer for 15 years until the year 2037.
83			Total Available to Contribute to Fund Balance	\$ (3,846,087.89)	(608,654.23)		\$ (4,703,784.37)	\$ -	\$ 879,108.52	-19%	Operating income less operating expenses
84											
85	Potential Transfer From Fund Balance										
86											
87	FINAL BALANCE			\$ (3,846,087.89)	(608,654.23)		\$ (4,703,784.37)	\$ -	\$ 879,108.52	-19%	

Revenue & Expense Report

Reporting Date: 03.31.2026

Revenue

Category	Amount (\$)
Total Revenue	199,751.95

Expenses

Category	Amount (\$)
ECD Expenses	92,000.00
Supplies, Office Expenses & Professional Services	13,106.51
Personnel Expenses	39,272.66
Program Expenses	20,750.49
Capital Outlay	2950.00
Total Expenses	168,079.66

Summary

Net Revenue	31,672.29
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City Council

Agenda Item # 7.

SUBJECT: Consideration and possible action upon the new Performance Agreement between HEDCO & BRASSO Development, LLC. (Gardella)

MEETING DATE: May 19, 2026

DEPARTMENT: HEDCO

CONTACT: Bret Gardella, HEDCO Director

RECOMMENDED CITY COUNCIL ACTION: To review and approve the Performance Agreement

ITEM SUMMARY: As consideration for the conveyance and the subordination agreement, BRASSO shall execute a Note payable to HEDCO in the principal amount of \$20,000.00 and a Deed of Trust to secure payment of the Note. The Note and Deed of Trust shall be substantially in the forms attached hereto as Exhibits A and B.

BRASSO shall commence construction on the Property within sixty (60) days after HEDCO conveys the Property and complete construction of the Home within two hundred and forty (240) days thereafter.

Upon timely completion of the construction of the Home and the issuance of a certificate of occupancy by the City of Henderson, [OR upon execution of a contract for sale of the Home], HEDCO

shall forgive the Note in its entirety and release its lien against the Property.
BRASSO shall use
commercially reasonable efforts to market and sell the Home. BRASSO shall not
lease the Home
without HEDCO's prior written consent.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 16. Single Lot Performance Agreement - rev



PERFORMANCE AGREEMENT

This Performance Agreement (herein referred to as the "Agreement") is entered into by HENDERSON ECONOMIC DEVELOPMENT CORPORATION ("HEDCO") of 300 West Main, Henderson, Texas 75652 and BRASSO DEVELOPMENT, LLC ("BRASSO") of 11697 County Road 177, Bullard, Texas 75757.

WITNESSETH

WHEREAS, HEDCO exists for the purposes of encouraging economic growth and expansion of business entities, and in the creation and retention of jobs for citizens of the City of Henderson, Texas; and

WHEREAS, HEDCO owns an approximately nine (9) acre tract of unimproved real property on the West side of North Evenside Drive in the City of Henderson (the "West Tract") and approximately thirty-four (34) acres of unimproved real property on the East Side of North Evenside Drive in the City of Henderson (the "East Tract"); and

WHEREAS, the West Tract has been approved by the Henderson City Council for development as the Scout Crossing Subdivision as depicted on the plat attached hereto as Exhibit A; and

WHEREAS, BRASSO is a Texas limited liability company committed to providing quality design & construction services throughout East Texas from its base of operation in Bullard, Texas; and

WHEREAS, BRASSO, subject to the terms and conditions of the Agreement, has agreed to design & construct a new, single family home on Lot 20 of the Scout Crossing Subdivision and offer it for sale at not less than \$250,000.00; and

WHEREAS, the HEDCO Board of Directors has determined that the construction of new housing in the City of Henderson is vital to the creation and retention of primary jobs and required or suitable for the development, retention or expansion of manufacturing and industrial facilities in the City of Henderson as described in § 505.151 of the Texas Local Government Code; and

WHEREAS, the HEDCO Board of Directors has further determined that the construction of new housing in the City of Henderson will promote or develop new or expanded business enterprises that create or retain primary jobs in the City of Henderson as described in § 505.155 of the Texas Local Government Code.

NOW, THEREFORE, for and in consideration of the covenants, promises and conditions hereinafter contained, HEDCO and BRASSO agree as follows —

DESIGN & CONSTRUCTION

1. Within ninety (90) days of the execution of this Agreement, BRASSO shall present to HEDCO plans and specifications for the construction of a new, single-family home (the “Home”) on Lot 20 of the Scout Crossing Subdivision (the “Property”).
2. Upon its approval of such plans and specifications, HEDCO shall convey the Property to BRASSO by a Special Warranty Deed with Vendor’s Lien. HEDCO further agrees to subordinate its lien as necessary to allow BRASSO to secure financing for construction of the Home.
3. As consideration for the conveyance and the subordination agreement, BRASSO shall execute a Note payable to HEDCO in the principal amount of \$20,000.00 and a Deed of Trust to secure payment of the Note. The Note and Deed of Trust shall be substantially in the forms attached hereto as Exhibits A and B.
4. BRASSO shall commence construction on the Property within sixty (60) days after HEDCO conveys the Property and complete construction of the Home within two hundred and forty (240) days thereafter.
5. Upon timely completion of the construction of the Home and the issuance of a certificate of occupancy by the City of Henderson, ~~[OR upon execution of a contract for sale of the Home]~~, HEDCO shall forgive the Note in its entirety and release its lien against the Property. BRASSO shall use commercially reasonable efforts to market and sell the Home. BRASSO shall not lease the Home without HEDCO’s prior written consent.

WARRANTIES & REPRESENTATIONS

6. In further consideration for this Agreement and the covenants herein, BRASSO hereby warrants, represents, and covenants to HEDCO as follows —
 - (a) BRASSO is a Texas limited liability company duly organized in the State of Texas validly existing and in good standing with the authority to conduct business in the State of Texas.
 - (b) BRASSO has and will hereafter timely file all state and federal tax reports and returns required by law and timely pay all taxes, assessments, fees and other governmental charges which are due and payable.
 - (c) BRASSO is aware of the statutory limitations on funds paid under the Agreement and the use of the funds under Texas law including § 380 of the Local Government Code. Therefore, BRASSO expressly covenants that the funds herein granted have and shall be utilized solely for purposes authorized under such state law and by the terms of this Agreement.
 - (d) There have been and are no bankruptcy proceedings currently pending concerning BRASSO or its officer or directors nor are any such proceedings contemplated as of the date of this Agreement.
 - (e) BRASSO has and will comply with all conditions, covenants, agreements, representations, warranties and obligations set forth herein.
7. Pursuant to Texas Government Code § 2264.001, BRASSO expressly warrants that it does not and will not knowingly employ an undocumented worker and will repay the incentives provided under this Agreement together with interest at the prevailing 30 year mortgage rate if it is convicted of federal immigration violations under Title 8 U.S.C. § 1324a(f) not later than the 120th day after receiving notice of the violation from HEDCO.

GENERAL PROVISIONS

8. This Agreement may not be assigned by BRASSO to any other entity without the prior written consent of HEDCO.
9. BRASSO shall not, without the consent of HEDCO, transfer or cause to be transferred a controlling interest in the company during the term of this Agreement.
10. To the extent commercially reasonable, BRASSO shall procure all construction labor and material from vendors and contractors within the City of Henderson.

11. In the event of a breach of this Agreement by BRASSO, HEDCO shall provide written notice of the breach and allow BRASSO thirty (30) days to cure. If BRASSO fails to cure the breach within thirty (30) days of the written notice, HEDCO may terminate the Agreement and seek all remedies available at law or in equity.
12. Any notices required to be given hereunder shall be in writing and shall be deemed to be duly given by personally delivering such notice, or by mailing same postage prepaid, by certified mail, return receipt requested, to the parties at the addresses shown herein. Either party may change its address for this purpose by giving written notice of such change to the other party.
13. Venue for any litigation between the parties concerning this Agreement, or the rights or duties of either in relation thereto, shall be in Rusk County, Texas. In the event it prevails in any such litigation, HEDCO shall be entitled, in addition to such other relief as may be granted, to recover its reasonable attorney's fees and expenses of litigation.
14. This Agreement constitutes the entire agreement of the parties. It may not be amended or changed in any respect whatsoever, unless in writing and signed by all parties.

[SIGNATURES ON FOLLOWING PAGE]

BRASSO DEVELOPMENT & CONSTRUCTION, LLC

By: _____
Cortland Brasseaux, Managing Member

SWORN TO & SUBSCRIBED BEFORE ME, the undersigned authority, by the said
Cortland Brasseaux in the capacity indicated above on this, the ____ day of June 2025.

NOTARY PUBLIC, STATE OF TEXAS

HENDERSON ECONOMIC DEVELOPMENT CORPORATION

By: _____
Bret Gardella, Executive Director

SWORN TO & SUBSCRIBED BEFORE ME, the undersigned authority, by the said
Bret Gardella in the capacity indicated above on this, the ____ day of June 2025.

NOTARY PUBLIC, STATE OF TEXAS



City Council

Agenda Item # 8.

SUBJECT: Consideration and Possible action upon approving the recommendation of the Selection Review Committee to award by Resolution 2022-05-01 for administrative services in conjunction with the submittal of an application for funding through the 2026 Downtown Revitalization Program CDM26-CDBG grant to provide application preparation, project administration, and project-related management services, if awarded. (Abercrombie/Jimerson)

MEETING DATE: May 19, 2026

DEPARTMENT: Administration

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of Gary Traylor and Associates for the Grant Administrator of the Downtown Revitalization Program Grant.

ITEM SUMMARY: Administration Services for the 2026 Downtown Revitalization Grant Program bid opening was May 5, 2026, at 3 p.m. There was one bid submitted for the services. This was from Gary Traylor and Associates.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Minutes of the Bid Opening
2. Sign In Sheet for Bid Opening

City of Henderson
 300 W. Main Street
 Henderson, Texas 75652-3099



Telephone: (903) 657-6551
 Fax: (903) 657-7327
 www.hendersontx.us

Minutes of Bid Opening
TxCDBG 2026 Main Street Revitalization Program
for Administration Services
for the City of Henderson

Description: Admin Services

The first bid was opened at 3:00 p.m. date May 5, 2026, at City Hall 300 W. Main Street
 Henderson, Texas Bidders and Requirements are as follows:

Bidders Name	Experience	Fees	Conflict of Interest	Certificate of Insurance	
Traylor & Asso.	✓	✓	✓	N/A	

thumb drive
 ✓

A committee of four will score all proposals making a recommendation to the City Council at the
 May 19, 2026 Council Meeting located at City Hall 300 W. Main Street, Henderson, TX 75652
 at 6 p.m.

Witnessed By Jani Taylor

Witnessed By _____

Sign In Sheet:

Date: 5/5/2026

2026 Downtown Revitalization Program

No firm showed up

Name:	Firm:



HENDERSON FIRE DEPARTMENT



April 8th, we were invited to have a bake-off with Provalus. Chief Ybarra entered some yummy cookies, but we did not place in the top 3. There's always next year for sure.

April 9th, Chief Ybarra and Assistant Chief Stoddard attended Mid Morning Coffee at TBI. It is a great time to visit with the community and be available if needed.

April 17th was the Annual Employee Crawfish Boil where we were in charge of the fish fry. A good time to mingle with other employees and get our bellies full.

April 24th, Chief Ybarra and B shift attended the hamburger cook for the Juarez scholarship fund. They had a great turnout and was able to raise enough money for several scholarships this year. Proud to be a part of it.

April 25th, we were asked by Sadler's to be at their company picnic for the children to see the trucks and climb aboard.

April 12th – 16th, Chief Sonny Ybarra attended the annual TFCFA Fire Chief's conference.

<u>April 2026</u>	
<u>Call Log</u>	
• Fire Calls:	38
• Medical Calls:	26
• Total Calls:	64
• Inspections:	30
• Hydrants:	206

April 7th & 9th, Henderson Firefighters instructed a fire extinguisher class for Sadler Smokehouse employees. Firefighters instructed a hands-on class for the employees that had Sadler employees extinguishing a small fire in a burn pan. HFD and Sadlers have had several training classes in the past including this fire extinguisher class, confined space rescue class for HFD and hazmat training for both Sadlers and HFD. This partnership has assisted both Sadlers and HFD.





April 2026

April 28th, Access Ladder & Pump performed the annual fire truck pump and ladder testing. The Texas Commission on Fire Protection requires an annual pump test on all fire trucks and ground ladders. All HFD's firetrucks passed the inspection.

April 29th, A shift attended A Hazwoper class at Sadlers. They offer training to us when the have a class which is a great way to work together. This was a hazmat class and the firefighters said it was an interesting time.

April 30th, B shift attended Confined Space & Fall Protection training at Sadlers.





HENDERSON FIRE DEPARTMENT

401 West Main St.
 Henderson, Texas 75654
 903-657-6551

Sonny Ybarra, Fire Chief
 Jeff Stoddard, Assistant Fire Chief

MONTHLY REPORT FOR APRIL 2026

<u>TYPE OF CALL</u>	<u>CITY</u>	<u>COUNTY</u>
<i>OTHER FIRES (Industrial/other)</i>	0	0
<i>STRUCTURE FIRES</i>	0	1
<i>VEHICLE FIRES</i>	1	0
<i>GRASS FIRES</i>	0	1
<i>ELECTRICAL FIRES</i>	0	0
<i>COOKING FIRES (KITCHEN)</i>	0	1
<i>POWER LINES</i>	0	2
<i>SMOKE CHECKS</i>	0	0
<i>ACCIDENTS (JAWS)</i>	1	0
<i>MVC'S (No Extrication)</i>	6	5
<i>AIRCRAFT STAND-BY</i>	0	0
<i>FUEL SPILLS/GAS LEAKS</i>	1	0
<i>RESCUE</i>	0	0
<i>MEDICAL CALLS</i>	15	11
<i>ALARM MALFUNCTIONS</i>	0	0
<i>FALSE ALARMS</i>	2	0
<i>DISPATCHED AND CANCELED ENROUTE</i>	5	2
<i>UNAUTHORIZED BURNING</i>	2	0
<i>CONTROL BURN (COUNTY ONLY)</i>	0	1
<i>ASSIST OTHER DEPARTMENTS</i>	0	0
<i>MISCELLANEOUS CALLS/PUBLIC SERVICE</i>	2	5
TOTAL	35	29
MANHOURS	111	40.5
TOTAL CALLS		64
TOTAL MANHOURS		151.5
TRAINING	Paid 67 Vol 16	Total 83
INSPECTIONS		30
FIRE PREVENTION PROGRAMS		0
PUBLIC RELATIONS EVENTS		10
HYDRANT MAINTENANCE		206
WATER USAGE		3,500



UT Health East Texas

City of Henderson

March 2026

Emergency Calls Compliance

Compliance
96%

Calls
124

Late
5

**Run# - 31793- Priority 1 – Sick Person
Total Response Time – 11 minutes 16 seconds**

Delay due to long out of chute time.

**Run# - 22145 – Priority 2 – Chest Pain
Total Response Time – 09 minutes 31 seconds**

Delay due to crew having trouble locating the apartments. Apartments have no signage.

**Run# - 22433 – Priority 2 – Inter-facility
Total Response Time – 27 minutes 30 seconds**

Delay due to multiple calls in neighboring county unit was enroute to post from Smith Co.

**Run# - 27823 – Priority 2 – Unknown Problem
Total Response Time – 10 minutes 01 seconds**

Delay due to long out of chute time

Run# - 32858 – Priority 2 – Inter-facility
Total Response Time – 09 minutes 54 seconds

Delay due to long out of chute time.

	April	May		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar
										2025		
CALLS FOR SERVICE	1134	1261	1104	1038	1081	1076	1255	1139	1163	1162	1029	1182
OFFICER INITIATED C	418	500	411	358	372	356	457	428	531	541	451	510
DISPATCHED CFS	716	761	693	680	709	720	798	711	632	621	578	672
TRAFFIC CITATIONS	106	113	82	74	82	83	81	60	81	68	51	72
WRITTEN WARNINGS	245	320	233	198	217	183	311	320	483	384	309	329
ARREST	31	24	25	22	27	44	28	41	30	30	33	47
ACCIDENTS	39	36	34	28	33	36	38	38	39	24	22	28
DWI ARREST	1	1	4	0	2	2	1	1	5	1	1	5
(included above)												
INCIDENT REPORTS												
SENT TO CID	218	186	190	210	173	231	213	161	174	164	173	204
ASSIGNED	218	186	190	210	173	231	213	161	174	164	173	204
SUSPENDED	87	104	85	80	125	79	108	67	74	72	70	98
CLEARED	123	65	83	71	111	97	117	77	84	70	71	73
BURGLARY	6	7	6	11	13	11	16	8	7	5	13	18
ROBBERY	4	0	0	0	0	2	0	0	0	0	1	0
ASSAULT	22	23	32	12	19	30	19	33	20	22	21	17
POCS / POM*	0	3	2	4	0	0	1	4	5	9	9	15
SEXUAL ASSAULT	3	2	0	1	1	1	2	0	2	0	1	2

* Includes marijuana, cocaine, etc.

April	May	June	July	Aug	Sept	Oct.	Nov	Dec	Jan	Feb	Mar	April
									2026			
1075	1286	1175	1198	1162	1282	1190	1128	1210	1216	1179	1345	1258
465	591	514	552	594	745	631	607	680	614	702	808	758
610	695	661	646	568	537	559	521	530	602	477	537	500
73	88	87	76	101	113	125	103	105	108	85	104	110
333	433	364	374	421	547	464	447	503	442	545	615	562
41	27	38	43	42	42	34	37	43	39	43	37	43
20	41	20	19	26	28	27	42	32	28	29	23	26
2	1	1	2	5	8	3	3	6	6	2	3	5
167	161	133	183	118	142	131	94	109	122	113	128	100
167	161	133	183	118	142	131	94	109	122	113	128	100
77	55	88	68	40	72	57	47	36	45	47	45	39
69	92	58	94	63	51	49	32	35	51	49	56	43
6	5	7	8	3	2	6	5	4	2	3	4	6
1	0	0	0	0	1	2	0	0	0	0	0	0
18	21	19	22	12	15	20	14	20	20	14	12	13
13	7	5	9	6	9	11	13	14	8	12	9	13
1	4	0	0	1	0	0	1	0	1	1	3	1

**Compatibility Report for Copy of Jan 2022 Monthly Report -
.xls
Run on 02/02/2022 16:35**

If the workbook is saved in an earlier file format or opened in an earlier version of Microsoft Excel, the listed features will not be available.

Minor loss of fidelity

**# of
occurrences** **Version**

Some cells or styles in this workbook contain formatting that is not supported by the selected file format. These formats will be converted to the closest format available.	17	Excel 97-2003
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Henderson Police Department

800 Lake Forest Parkway
Henderson, Texas 75652
Phone: 903-657-3512 Fax: 903-657-3345

Integrity ° Respect ° Accountability ° Courage ° Professionalism ° Dedication ° Service

05/01/2026

To: City Council
From: Chad Taylor, Chief
Ref: Training Report

Training report for the month of April

Total number of officers with license certification **2**

Total number of officers moved from certificate to basic- 0

Total number of officers moved from basic to intermediate – 0

Total number of officers moved to advanced – 0

Total number of officers moved to master- 0

Total number of officers in the cadet program- 0

Total number of Telecommunicators with a temporary license – **1**

Total number of Telecommunicators moved from temporary license to basic-0

Total number of Telecommunicators moved from basic to intermediate-0

Total number of Telecommunicators moved from advance to master-0

Total Proficiency level moves - 0

Approximate hours of training for the month of April-**198**

Information provided by Sgt. Charles Helton – Training/Community Outreach Coordinator



Henderson Police Department

800 Lake Forest Parkway

Henderson, Texas 75652

Phone: 903-657-3512 Fax: 903-657-3345

Integrity ° Accountability ° Professionalism ° Service

APRIL 2026 ORD Revenue

Description	Qty	Unit price	Discount	Total
Police Report	1	\$5.00		\$5.00
Crash Reports	2	\$6.00		\$12.00
ORR Attorney		\$		\$
ORR Civilian	1	\$995.23		\$995.23
LexisNexis	24	\$5.00		\$120.00
3 RD PARTY REQUESTERS	4	5.00		20.00
Total				\$1152.23

Information Provided by Stacey Strong – Records Administrator

REV2025 SJS

Balance Sheet

Henderson PD Records

Apr-26

Balance summary

No. 7991 CK 4032826852	\$5.00
NO. 7992 CK 4041500951	\$5.00
NO. 7993 CK 4038307451	\$5.00
NO. 7994 CK 4050610651	\$5.00
NO. 7995 CK 4052273151	\$5.00
NO. 7996 CK 4053563251	\$5.00
NO. 7997 CASH	\$6.00
NO. 7998 CK 114734	\$5.00
NO. 7999 CK 4043092051	\$5.00
NO. 8000 CK 4042192651	\$5.00
NO. 8001 CK 4043372552	\$5.00
NO. 8002 CK 4073943161	\$5.00
NO. 8003 CK 4075060561	\$5.00
NO. 8004 CK 4063639562	\$5.00
NO. 8005 CK 4063007361	\$5.00
NO. 8006 CK 4080810262	\$5.00
NO. 8007 CK 4082445261	\$5.00
NO. 8008 CK 4082691661	\$5.00
NO. 8009 CK 4079404262	\$5.00
NO. 8010 CK 114501249	\$5.00
NO. 8011 CK 114484832	\$5.00
NO. 8012 114801	\$995.23
DRAWER CLOSED 4/24/2023	\$1,101.23

NO. 8013 CK 114383850	\$5.00
NO. 8014 CK 4115656361	\$5.00
NO. 8015 CK 114383116	\$5.00
NO. 8016 CK 4106850762	\$5.00
NO. 8017 CK 4098902861	\$5.00
NO. 8018 CK 4093805461	\$5.00
NO. 8019 CK 4105577961	\$5.00
NO. 8020 CK 4105860861	\$5.00
NO. 8021 CK 4106521361	\$5.00
DRAWER CLOSED 4/29/2026	\$45.00
NO. 8023 CASH	\$6.00
DRAWER CLOSED 4/30/2026	\$6.00
Balance	\$1,152.23

Information Provided by Stacey Strong - Records Administrator



Henderson Police Department

800 Lake Forest Parkway

Henderson, Texas 75652

Phone: 903-657-3512 Fax: 903-657-3345

Integrity ° Accountability ° Professionalism ° Service

APRIL 2026 OPEN RECORD REPORT

Request	ORR Received	ORR Completed	ORR Open
OAG Rulings	1	0	1
ORR US Gov.	9	9	0
ORR State Gov.	7	6	1
ORR Local Gov.	6	6	0
ORR Subpoena	1	1	0
ORR Civilian	11	11	0
ORR Attorney	8	8	0
CR-3 Crash Reports	14	14	0
Total Requests	57	55	2

Information Provided by Stacey Strong – Records Administrator

REV2025 SJS

Open Records Report

Apr-26

DATE(S)	Record Requestor	MIN	Charges
4/14/26	OR26-2603972 TPD	30.00	COMPLETED
4/14/26	OR26-2603347 RULING REQUESTED	120.00	INCOMPLETE
4/14/26	OR26-2603739	30.00	COMPLETED
4/14/26	OR26-2505307	30.00	COMPLETED
4/14/26	OR26-CR42603078	40.00	COMPLETED
4/15/26	OR26-FBI13330504	120.00	COMPLETED
4/15/26	OR26-2307243	50.00	COMPLETED
4/15/26	OR26-FBI13321755	120.00	COMPLETED
4/15/26	OR26-2405748	30.00	COMPLETED
4/15/26	OR26-2603956 BILLED 340.73	240.00	BILLED
4/15/26	OR26-CR42603928 INV 07997	40.00	6.00
4/15/26	OR26-04152026WJ	55.00	COMPLETED
4/21/26	OR26-23331ELS	60.00	COMPLETED
4/21/26	OR26-04212026 1	40.00	COMPLETED
4/21/26	OR26-04202026 2	50.00	COMPLETED
4/21/26	OR26-04202026 3	0.00	COMPLETED
4/21/26	OR26-04212026DCCS	45.00	COMPLETED
4/21/26	OR26-04212026SF	45.00	COMPLETED
4/21/26	OR26-04162026	30.00	COMPLETED
4/21/26	OR26-04212026 NEVADA	15.00	COMPLETED
4/21/26	OR26-04212026 DOD2	45.00	COMPLETED
4/21/26	OR26-04212026 DOD	50.00	COMPLETED
4/22/26	OR26-2604180 ACTIVE CASE	45.00	CONTINUED

DATE(S)	Record Requestor	MIN	Charges
4/22/26	OR26-2604345 OSHA	200.00	COMPLETED
4/22/26	OR26-2604180 HHS ACTIVE CASE	110.00	CONTINUED
4/22/26	OR26-04162026SH BILLED \$18	1.00	BILLED
4/22/26	OR26-201908763	45.00	COMPLETED
4/23/26	OR26-FBI133369044	100.00	COMPLETED
4/24/26	OR26-04242026DFPS EW	40.00	COMPLETED
4/24/26	OR26-2604224 CP	30.00	COMPLETED
4/24/26	OR26-201908763 DFPS SM	40.00	COMPLETED
4/24/26	OR26-2311615	30.00	COMPLETED
4/24/26	OR26-LN4063639526 INV 8004	30.00	5.00
4/24/26	OR26-LN4032826852 INV 7991	30.00	5.00
4/24/26	OR26-MRB114484832 INV 8011	30.00	5.00
4/24/26	OR26-LN4079404262 INV 8009	30.00	5.00
4/24/26	OR26-04232026DFPS	15.00	COMPLETED
4/24/26	OR26-MRB114501249 INV 8010 5.00	45.00	OWE 6.00
4/24/26	OR26-YDRH2602888 INV 7998	45.00	5.00
4/24/26	OR26-LN4075060561 INV 8003	45.00	5.00
4/24/26	OR26-LN4082691661 INV 8008	45.00	5.00
4/24/26	OR26-LN4041500951 INV 7992	45.00	5.00
4/24/26	OR26-LN403807451 INV 7993 5.00	45.00	OWE 6.00
4/28/26	OR26-SUBPOENA RS	200.00	COMPLETED
4/28/26	OR26-04272026CAA	60.00	COMPLETED
4/28/26	OR26-2601319 INVOICED 112.53	180.00	BILLED
4/28/26	OR26-2604647KCCS	45.00	COMPLETED
4/28/26	OR26-04282026HLS	45.00	COMPLETED
4/29/26	OR26-FBI13410420	100.00	CONTINUED
4/29/26	OR26-FBI13421086	45.00	COMPLETED
4/29/26	OR26-MRB2602653 INV 8013	45.00	5.00
4/29/26	OR26-CR42603928 INV 07997 6.00	45.00	BILLED
4/29/26	OR26-2513065DM ACTIVE CASE	60.00	INCOMPLETE
4/29/26	OR26-04292026JG	30.00	COMPLETED
4/30/26	OR26-2205193 BILLED 175.49	240.00	BILLED
4/30/26	OR-CR42604184 INV 8023	30.00	6.00

Memo

To: Jay Abercrombie, City Manager

From: Chad Taylor, Chief of Police

cc: Cheryl Jimerson, City Secretary

Date: May 1, 2026

Re: Henderson Police Department Monthly Report



Attached to this memo please find the monthly activity report from the Police Department for April.

In April, the department welcomed two new Officers (RL Davis and Joseph Heard) to our team. A Coffee with Cops community engagement event was held at Chick-fil-A, fostering positive relationships between law enforcement and the public. The department also had the honor of recognizing a retiring Officer for 20 years of dedicated service.

Two local organizations generously provided breakfast and snacks for our Officers and Dispatchers, a gesture that was deeply appreciated by all staff. Additionally, several Officers successfully completed non-lethal weapons training, furthering their professional development and readiness.

Departmental statistics reflected positively for the month of April, with employees logging approximately 198 hours of training. The Records Office processed 57 open records requests, generating \$1,152.23 in revenue during this period.

April 22, 2026 – Deputy Chief Chase Berryhill with the new Officer R.L. Davis after his swearing in ceremony.



April 22, 2026 – Instructor Cpl. Derek Keith showing New Officer R.L. Davis how the Bola Wrap works.



April 23, 2026 – We met with our community for Coffee with a Cop at Chi-fil-a. We had a great turnout and even received a few gifts from one of our younger citizens.



April 27, 2026 – New Hire Officer Joseph Heard being sworn in at City Hall.



April 27, 2026 –Officer Michael Brophy with amazing Citizens from First Baptist bringing us a goodie basket.



April 28, 2026 – Kolton Wallace (Wallace Wrecker & sons) and his son Richard, bringing us breakfast.



April 30, 2026 – Chief Chad Taylor and Deputy Chief Chase Berryhill with Sgt. Brian Graham at his retirement party.



Henderson Animal Center and Protection

Monthly Report

Month of: April

Year: 2026

Inside City Limits

Number of Dogs:	4	Year to Date:	35
Number of Cats:	5	Year to Date:	38
Number of Others:	1	Year to Date:	1
TOTAL Number of Animals:	10	Year to Date:	74

ACOPU

Number of Dogs:	13	Year to Date:	63
Number of Cats:	15	Year to Date:	84
Number of Others:	7	Year to Date:	45
TOTAL Number of Animals:	35	Year to Date:	192

Outside City Limits

Number of Dogs:	0	Year to Date:	10
Number of Cats:	0	Year to Date:	11
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	0	Year to Date:	21

Rusk County Sheriff's Department

Number of Dogs:	0	Year to Date:	0
Number of Cats:	0	Year to Date:	0
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	0	Year to Date:	0

City of Overton

Number of Dogs:	0	Year to Date:	1
Number of Cats:	0	Year to Date:	0
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	0	Year to Date:	1

City of Tatum

Number of Dogs:	0	Year to Date:	0
Number of Cats:	0	Year to Date:	0
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	0	Year to Date:	0

City of New London

Number of Dogs:	0	Year to Date:	0
Number of Cats:	0	Year to Date:	0
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	0	Year to Date:	0

TOTAL of Animals Received

Number of Dogs:	17	Year to Date:	108
Number of Cats:	20	Year to Date:	133
Number of Others:	8	Year to Date:	46
TOTAL this Month:	45	Year to Date:	287

Animals Reclaimed

Number of Dogs:	7	Year to Date:	32
Number of Cats:	1	Year to Date:	1
Number of Others:	0	Year to Date:	0
TOTAL this Month:	8	Year to Date:	33

Animals Adopted

Number of Dogs:	6	Year to Date:	55
Number of Cats:	12	Year to Date:	103
Number of Others:	3	Year to Date:	12
TOTAL this Month:	21	Year to Date:	170

<i>Monthly Adoption Breakdown:</i>	<i>Dogs Adopted:</i>	3	<i>Dogs Rescued:</i>	3
	<i>Cats Adopted:</i>	2	<i>Cats Rescued:</i>	10
	<i>Others Adopted:</i>	0	<i>Others Rescued:</i>	3

Animals Euthanized

Number of Dogs:	1	Year to Date:	23
Number of Cats:	1	Year to Date:	2
Number of Others:	0	Year to Date:	0
TOTAL this Month:	2	Year to Date:	25

<i>Monthly Euthanasia Breakdown</i>	<i>Sick:</i>	<i>Injured:</i>	<i>Aggressive:</i>
<i>Dogs:</i>	0	0	1
<i>Cats:</i>	0	1	0
<i>Other: (Non-Wildlife)</i>	0	0	0

<u>Animals Held for Rabies Quarantine:</u>	2	Year to Date:	5
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<u>Animals Tested for Rabies:</u>	0	Year to Date:	5
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<u>Animal Complaints Received:</u>	470+	Year to Date:	3,197+
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<u>Deceased on Arrival (disposal):</u>	3	Year to Date:	27
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<u>Died in Care:</u>	3	Year to Date:	4
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Animal Protection Activity

Warnings Issued:	27	Year to Date:	129
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Citations:	7	Year to Date:	20
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Calls for Service during hours:	64	Year to Date:	538
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Calls for Service after hours:	3	Year to Date:	13
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Seizures:	0	Year to Date:	0
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Wildlife Euthanasia (sick or injured):	0	Year to Date:	2
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Wildlife Release:	5	Year to Date:	25
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Traps Set:	26	Year to Date:	198
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Animal Center and Protection Activity Report



April
2026



Adoptions

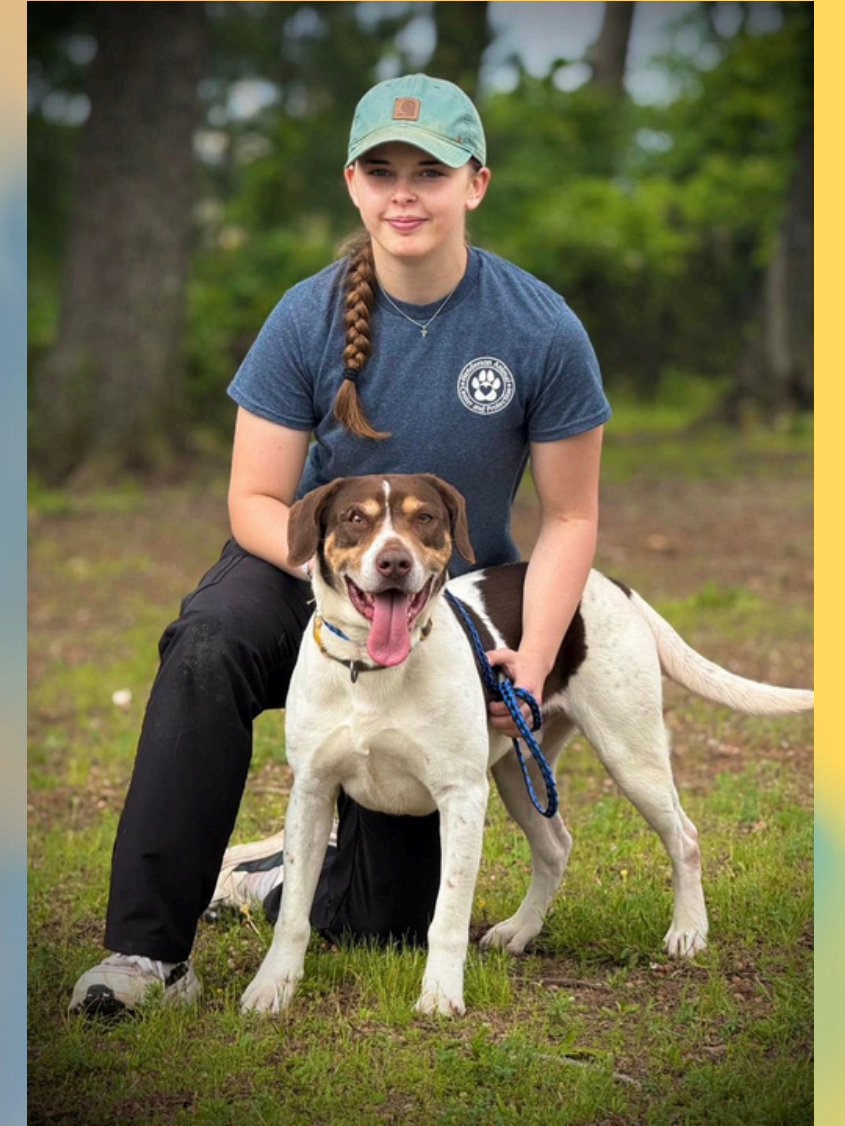






We joined Petsense for an adoption event and offered merchandise, microchipping, and puppy love to the public!





Welcome our new staff!

Kelli Potts - Administrative Assistant
Alisha Brown - Part Time Kennel Tech
Ashtyn Browning - Part Time Kennel Tech
Aleiace Tabor - Part Time Kennel Tech

**While our days are busy,
they are never boring!
We had quite the variety of
wildlife this month!**







Dr. Prior, with Town and Country Animal Hospital, has offered to start spaying/neutering some of our cats (pro-bono) to help with their adoptability. This is a huge help for the center!

The Inn is Full

The center stays at, if not over, capacity at all times. We are constantly looking for new avenues to find our furry friends loving homes. Our officers find every way possible to keep them from having to come through our doors and stay busy responding to calls for stray animals, setting traps, and reaching out to rescues.





Adopt, Don't Shop!



Community Development Department

300 West Main Street
Henderson, Tx 75652

Phone: 903-392-0786

Monthly Report

To: Mayor and City Council Members
From: Cliff McElfresh
RE: Summary for the Month of April 2026

MONTHLY TOTALS BUILDING CONSTRUCTION VALUE:	April 2026	\$883,740.00
MONTHLY TOTALS BUILDING CONSTRUCTION VALUE:	April 2025	\$1,269,460.00
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE:	TO DATE 2026	\$2,194,041.00
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE:	THRU April 2025	\$3,982,030.00

BUILDING INSPECTORS REPORT

CODE ENFORCEMENT REPORT

Building Inspections	21	Food Establishment Inspections	
Electrical Inspections	21	Food Truck/Trailer Permits/Temp Food Events	
Plumbing Inspections	22	High Grass & Weeds/Junk/Rubbish	19
Mechanical Inspections	6	Junk Vehicles	2
Meetings	20	Illegal Signs	10
Phone calls	33	Sub-Standard Structure Inspections/Notifications	
Residential Plan Review		Illegal Dumping /Road debris/Illegal storage	
Commercial Plan Review		Restaurant Grease Trap Inspection	
Sign Permits Review	1	Meetings	6
Certificate of Occupancy		Zoning/Platting	10

Commercial Building Permits Issued	2
Residential Building Permits Issued	11
Commercial Roof Permits issued	0
Residential Roof Permits Issued	1
Demo Permits Issued	1
Residential Fence Permit Issued	0

Submitted by: Cliff McElfresh, Community Development Mgr.

Date: 05/01/2026

**INSPECTION DEPARTMENT
END OF MONTH SUMMARY
April 2026**

MONTHLY TOTAL BUILDING CONSTRUCTION VALUE: April 2026	\$883,740.00
MONTHLY TOTAL BUILDING CONSTRUCTION VALUE: April 2025	\$1,269,460.00
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE: TO DATE 2026	\$2,194,041.00
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE: THRU April 2025	\$3,982,030.00

For the Period 4/1/2026 to 4/30/2026

<u>Permit Number</u>	<u>Permit Type</u>	<u>Site Address</u>	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
COM2026-239	Commercial Building Permit New Construction	220 TAYLOR DR	\$0.00	\$2,700.00	\$2,700.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/06/2026	04/07/2026	ISSUED	9,000.00		
Applicant					
Property Owner	Isaac Design & Construction Powers Brothers Real Estate	220 Taylor Dr	Henderson	TX	75652
Contractors					
General Contractor	Keith Isaac	PO Box 570	Flint	TX	75762
COM2026-252	Commercial Building Permit Demo	1200 Hwy 79 N	\$30,000.00	\$100.00	\$100.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/07/2026	04/07/2026	ISSUED			
Applicant					
Property Owner	Hodgkin's Consulting Andrew Hodgkins				
Contractors					
General Contractor	Andrew Hodgkins	3060 Hwy 79 s	Henderson	TX	75654
COM2026-291	Commercial Building Permit Remodel/Repair	119 S MARSHALL ST	\$175,000.00	\$2,757.60	\$2,757.60
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/23/2026	04/28/2026	ISSUED	4,596.00		
Applicant					
Property Owner	Davis Quality Homes Samuel Sadler/ Salder Foundation				
Contractors					
RES2026-246	Residential Building Permit Accessory Structure Permit	205 CROSBY DR		\$130.00	\$130.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/07/2026	04/15/2026	ISSUED			
Applicant					
Property Owner	Jaxon Goode Curtis Brown				
Contractors					
General Contractor	Jaxon Goode	1970 CR 211	Henderson	TX	75652

For the Period 4/1/2026 to 4/30/2026

<u>Permit Number</u>	<u>Permit Type</u>	<u>Site Address</u>	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
RES2026-251	Residential Building Permit Remodel/Repair	109 BILOXI ST	\$18,000.00	\$125.00	\$125.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/07/2026	04/07/2026	ISSUED	400.00		
<u>Applicant</u>		<u>Property Owner</u>			
Aaron Lane		Brian Hutchinson			
<u>Contractors</u>		<u>General Contractor</u>			
Aaron Lane		13623 CR 3191	Arp	TX	75750
RES2026-254	Residential Building Permit Accessory Structure Permit	1519 YOUNG ST	\$6,000.00	\$0.00	\$0.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/08/2026	04/08/2026	ISSUED			
<u>Property Owner</u>		Cynthia Owens			
<u>Contractors</u>					
RES2026-256	Residential Building Permit New Construction	295 YANDLE DR	\$90,000.00	\$900.00	\$900.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/08/2026	04/08/2026	ISSUED	1,780.00		
<u>Applicant</u>		<u>Property Owner</u>			
Samuel Arellano		Samuel Arellano			
<u>Contractors</u>					
RES2026-267	Residential Building Permit Roofing/ Reroofing	113 CHOCTAW TRL	\$9,340.00	\$50.00	\$50.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/10/2026	04/10/2026	ISSUED			
<u>Applicant</u>		<u>Property Owner</u>			
A-1 Roofing		Flint Ferguson			
<u>Contractors</u>		<u>General Contractor</u>			
Jonathan Blankenship		701 1/2 E Main	Henderson	TX	75654
RES2026-269	Residential Building Permit Remodel/Repair	310 MORNINGSIDE ST	\$11,000.00	\$125.00	\$125.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/10/2026	04/28/2026	ISSUED	128.00		

For the Period 4/1/2026 to 4/30/2026

<u>Permit Number</u>	<u>Permit Type</u>	<u>Site Address</u>	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
RES2026-270	Residential Building Permit Remodel/Repair	323 E MAIN ST	\$14,400.00	\$125.00	\$125.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/10/2026	04/13/2026	ISSUED	126.00		
Applicant: JP Construction Property Owner: Destiny Patino Contractors:					
RES2026-273	Residential Building Permit Pool Permit	711 S MAIN ST	\$83,000.00	\$200.00	\$200.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/15/2026	04/15/2026	ISSUED			
Applicant: Truecraft Home Property Owner: Jeffrey Spivey Contractors:					
General Contractor	Bo Frizzell	22592 Brierwood Drive	Frankston	TX	75763
RES2026-288	Residential Building Permit Fence Permit	200 HUBBARD DR	\$2,000.00	\$35.00	\$35.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/22/2026	04/23/2026	ISSUED			
Applicant: Cabana Sam Property Owner: Martha Harper Contractors:					
Pool Contractor		1007 US-259	Henderson	TX	75652
RES2026-290	Residential Building Permit Remodel/Repair	107 BRACHFIELD RD	\$70,000.00	\$125.00	\$125.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/23/2026	04/28/2026	ISSUED	192.00		
Applicant: Davis Quality Homes LLC Property Owner: Charlie & Amy Hutto Contractors:					

For the Period 4/1/2026 to 4/30/2026

<u>Permit Number</u>	<u>Permit Type</u>	<u>Site Address</u>	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
RES2026-295	Residential Building Permit New Construction	106 PENBROOK DR	\$350,000.00	\$1,133.70	\$1,133.70
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>		<u>Total SQFT</u>	
04/23/2026	04/23/2026	ISSUED		2,780.00	
<u>Applicant</u>		<u>Property Owner</u>			
Hays Co Homes LLC		Lee Gearheart			
<u>Contractors</u>					
General Contractor	Jason Hays	1509 E Main St	Henderson	TX	75652
<u>Permit Number</u>	<u>Permit Type</u>	<u>Site Address</u>	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
RES2026-296	Residential Building Permit Remodel/Repair	300 N OAK ST	\$25,000.00	\$125.00	\$125.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>		<u>Total SQFT</u>	
04/23/2026	04/23/2026	ISSUED		400.00	
<u>Applicant</u>		<u>Property Owner</u>			
J & J Personal Touch		Cecile Brewster			
<u>Contractors</u>					
General Contractor	Jessica Netecke	6144 St Hwy 135	Henderson	TX	75654
			Total Valuation:	\$883,740.00	
			Total Fees:	\$8,631.30	
			Total Fees Paid:	\$8,631.30	

cliff mcelfresh

Apr-26

	NO. OF LOCATIONS	inspection	meetings	C/O	PHONE CALLS	LETTERS
BUILDING INSP.	1					
ELECTRICAL INSP.	1					
MEETINGS	11					
MECHANICAL INSP.	0					
Other/Slab/Dr-way	11					
PLUMBING INSP	0					
SIGNS	1					
c/o	0					
phone calls	14					
TOTALS	25					

HAD SEVERAL MEETING WITH MY TEAM STARTED REVAMPING MY CODE ENFORCEMENT DEPARTMENT. WENT TO CITY COUNCIL MEETI WITH SEVERAL CONTRACTORS.

Jeff Pahlman

Date: 4/26

	NO. OF LOCATIONS	Inspection	Meetings	C/O	PHONE CALLS	LETTERS	Failed
MEETINGS							
MEETINGS			9				
MECHANICAL INSP.			6				
Other/Slab/Dr-way							
PLUMBING INSP			22				
SIGNS Removed							
CERTIFICATE/OCCUPANCY							4
Phone Calls			19				
TOTALS		100					

CODE ENFORCEMENT MONTHLY REPORT

Name: **Wes Breitenberg**
 month/year: **Apr-26**

	LOCATIONS	ABATEMENTS	PERSONAL CONTACTS	COURT APP.	DOOR NOTICES	LETTERS	PASS	FAIL
BUILDING INSP.								
ELECTRICAL INSP.								
SIGN PERMITS								
WEEDS/RUBBISH	4		2					
JUNKED VEHICLES								
MECHANICAL INSP.								
OTHER	2		2					
PLUMBING INSP.								
MEETINGS	6							
ILLEGAL SIGNS								
SUBSTANDARDS								
ZONING/PLATTING	10		10					
TOTALS	22	0	14	0	0	0	0	0

MONTHLY SUMMARY

- 1) Met with property owners about developmental plans and zoning questions
- 2) Responded to zoning questions, fences, signs. Resolved multiple addressing requests.
- 3) Followed up on code complaints. Continued to work on zoning case on Cherry St
- 4) Scheduled removals of trash and recycling, coordinated KHB reporting for the Community Cleanup.
- 5) Met with city attorney regarding substandard ordinance

CODE ENFORCEMENT MONTHLY REPORT

Name: KEVIN LOCKRIDGE

month/year: Apr-26

	NO. OF LOCATIONS	ABATEMENTS	CITATIONS	COURT APP.	DOOR NOTICES	LETTERS	PASS	FAIL
ILLEGAL STORAGE								
SUB STD INSP/NTC								
SIGNS								
FOOD EST. INSP.								
HIGH GRASS/WEEDS	0							0
JUNK VEHICLES	2							0
FOOD TRK PERMITS								
FOOD TRL INSP	0							0
Code Enforcement	15				7		15	
greasetraps/ sewer	0							
ILLEGAL SIGNS	10							
DUMPING/RD DEBRIS	1							
TOTALS	28							

Code Enforcement cases- I have worked 15 cases and sent 15 certified letters out for compliance 611 parview-2318 E main st-1816 E Main st- 1906 Elm -903 N Marshall-1307 MK-811 Gene St -205 Penn St-105 Parnell-204 jonell St- 112 Parnell St-108-Parnell St.102 HWY 64.Had 2 health complaints of rats and temputures .HAD 2 food trailer start ups and give them information to get started .Door knockers for compliance



**INVESTMENT SUMMARY REPORT
OCTOBER 1, 2025-MARCH 31, 2026**

FUND	AMOUNT							INT		
	INVESTED OCT 1,2025	Oct Change	Nov Change	Dec Change	Jan Change	Feb Change	Mar Change	TOTAL INVESTED	RECEIVED IN MAR	Y-T-D INTEREST
GENERAL FUND	107,700	-18,656.00	-62,676.00	-11,753.00	38,336.35	426,886.00	-635,291.00	-155,454	4,073	9,030
GF-RESTRICTED	68,898	0.00	0.00	0.00	1,949.00	0.00	0.00	70,847		
GF-MIN. RESERVE	500,000	0.00	-100,000.00	0.00	550,000.00	850,000.00	0.00	1,800,000		
GF-MISC A/R	210,000	0.00	0.00	0.00	0.00	0.00	0.00	210,000		
GENERAL -DEBT	650,465	822.00	82,822.00	-493,335.00	775,694.00	375,576.00	741.00	1,392,785	2,241	9,602
GENERAL CONSTR.	284,054	-12,892.00	-14,362.00	101,697.00	2,762.00	-4,165.00	98,841.00	455,935	705	3,167
EQUIPMENT REPL	285,102	749.00	624.00	665.00	644.00	580.00	227,720.00	516,084	654	3,916
STREET & DRAINAGE	230,786	12,425.00	-10,795.00	-166.00	462.00	34,878.00	520.00	268,110	520	2,788
CEMETERY FUND	101,954	421.00	117.00	1,110.00	785.00	408.00	1,386.00	106,181	187	1,149
ANIMAL SHELTER	55,461	983.00	445.00	102.00	2,238.21	92.00	240.00	59,561	102	619
W/S FUND	181,621	-103,381.00	-59,932.00	17,606.00	61,941.00	-84,227.00	201,095.00	214,723	1,418	6,872
W/S MIN.RESERVE	400,000	0.00	-100,000.00	-150,000.00	500,000.00	0.00	0.00	650,000		
W/S- SPECIAL UTILITIE	29,516	64.00	56.00	54.00	52.00	55,608.00	146.00	85,496		
W/S-RESTRICTED	111,285	0.00	0.00	0.00	3,149.00	0.00	0.00	114,434		
W/S CONSTR.	196,668	-90,382.00	-94,927.00	32,873.00	81.00	-9,364.00	1,211.00	36,160	67	425
MAIN STREET	10,081	-1,384.00	-215.00	-2,970.00	10.00	-3,135.00	17,023.00	19,410	24	81
TOURISM	208,377	37,965.00	-29,484.00	-11,859.00	68,745.00	-27,082.00	3.00	246,665	426	2,334
CIVIC CENTER	87	1.00	0.00	0.00	0.00	0.00	0.00	88	1	2
BENEFIT PLAN	5,365	12.00	10.00	9.00	9.00	9.00	9.00	5,423	9	57
TOTALS	3,637,420	-173,253.00	-388,317.00	-515,967.00	2,006,857.56	1,616,064.00	-86,356.00	6,096,448.56	10,426	40,042

This report is in compliance with our investment strategies as approved by council and the Public Investment Act.

Director of Finance, Stephanie Kimbrell

City Manager, Jay Abercrombie

**Hotel-Motel Occupancy Tax
Monthly Reporting for
Mar 2026**

DATE RECEIVED	TAX FOR MONTH	HOTEL NAME	TAXABLE MONTHLY RECEIPTS	7% TAX	1% RETAINER	AMOUNT PAID
4/17/2026	Mar	Baymont Inn	117,571.96	8,230.04	82.30	8,147.74
4/5/2026	Mar	Budget Inn (Sawan LLC)	14,401.76	1,008.12	10.08	998.04
4/9/2026	Mar	Economy Inn	10,184.96	712.95	7.13	705.82
4/3/2026	Mar	Holiday Inn Express(Jayani Investments)	217,542.00	15,227.94	152.28	15,075.66
4/3/2026	Mar	Woodlawn Hills (Patel & Sons LTD)	15,390.00	1,077.30	10.77	1,066.53
4/10/2026	Mar	Motel 6	94,711.17	6,629.78	66.30	6,563.48
Totals			469,801.85	32,886.13	328.86	32,557.27



To: City of Henderson Council Members
Jay Abercrombie, City Manager

From: Stephanie Kimbrell, Finance Director

Subject: Monthly Report

Date: May 2, 2026

- Investment Report for Mar 2026-see attached report
- Hotel-Motel Occupancy Tax for Mar 2026-see attached report

Water/Sewer/Garbage Billing Recap Month Ending 4/30/2026

Type of service	Amount Billed	Consumption Billed	Count
Garbage	\$ 197,623.47	-	5,455
Sales tax on garbage	\$ 14,853.12	-	?
Sewer Charges	\$ 297,717.96	46,525,632	4,474
Water Charges	\$ 347,139.36	62,155,732	4,802
Sprinkler	\$ 15,451.09	2,631,600	376
Penalty	\$ 10,186.44	-	875
Water Taps	\$ 140.00	-	1
Sewer Taps	-	-	-
Service Chg/Back Flow	\$ 471.00	-	6
Total Billing	\$ 883,882.44	111,312,964	15,989

HEDCO SALES TAX RECEIPTS HISTORY

Sales Month	Check Received Month								
		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
AUGUST	OCTOBER	108,069	99,446	113,001	94,789	119,769	136,754	163,729	172,110
SEPTEMBER	NOVEMBER	132,067	124,141	138,028	142,246	141,434	177,944	208,295	210,169
OCTOBER	DECEMBER	100,965	95,324	114,866	113,405	113,333	143,064	167,491	189,000
NOVEMBER	JANUARY	96,254	100,353	110,701	110,843	112,738	145,911	168,489	204,304
DECEMBER	FEBRUARY	123,378	147,969	139,736	141,342	161,211	185,516	227,918	198,983
JANUARY	MARCH	101,565	97,139	105,806	113,262	116,200	140,154	138,614	158,683
FEBRUARY	APRIL	97,772	102,039	102,197	106,063	99,301	127,489	169,500	163,252
MARCH	MAY	151,778	148,855	141,682	147,519	168,499	230,335	229,210	209,555
APRIL	JUNE	99,509	128,332	111,569	130,329	143,875	157,730	180,538	168,813
MAY	JULY	98,978	111,018	118,162	150,050	147,755	155,829	206,674	177,461
JUNE	AUGUST	111,408	141,389	135,709	169,353	168,612	192,135	235,730	222,159
JULY	SEPTEMBER	93,383	114,001	124,498	115,717	139,587	161,760	178,760	198,941
TOTAL		1,315,126	1,410,006	1,455,955	1,534,918	1,632,314	1,954,621	2,274,948	2,273,431
Average Monthly Sales Tax:		109,594	117,501	121,330	127,910	136,026	162,885	189,579	189,453
Annual % Change Over the Previous Year		-0.09	7.21%	3.26%	5.42%	6.35%	19.75%	16.39%	-0.07%

Sales Month	Check Received Month								
		2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032
AUGUST	OCTOBER	185,605	151,321	-	-	-	-	-	-
SEPTEMBER	NOVEMBER	192,044	192,210	-	-	-	-	-	-
OCTOBER	DECEMBER	213,187	163,774	-	-	-	-	-	-
NOVEMBER	JANUARY	183,825	160,063	-	-	-	-	-	-
DECEMBER	FEBRUARY	245,441	209,191	-	-	-	-	-	-
JANUARY	MARCH	150,107	147,425	-	-	-	-	-	-
FEBRUARY	APRIL	132,824	-	-	-	-	-	-	-
MARCH	MAY	190,562	-	-	-	-	-	-	-
APRIL	JUNE	156,711	-	-	-	-	-	-	-
MAY	JULY	180,487	-	-	-	-	-	-	-
JUNE	AUGUST	186,578	-	-	-	-	-	-	-
JULY	SEPTEMBER	161,738	-	-	-	-	-	-	-
TOTAL		2,179,109	1,023,982	-	-	-	-	-	-
Average Monthly Sales Tax:		181,592	85,332	-	-	-	-	-	-
Annual % Change Over the Previous Year		-0.04	-23.18%	-100.00%	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

CIVIC CENTER/PAVILION MONTHLY REPORT

April

2026

CIVIC CENTER

Rental

Entire Hall	5	Trivia Night, HHS Prom, Wright, Diaz, Tradition of Excellence
1/3 Hall	5	Church Service, VanZant, Plumer, Bowman, Alvarado
2/3 Hall	2	Champion for Youth, Auditor Training
Reception Room	7	Renaissance, Prom, Armstrong, Communities Unlimited, Tomlin
Board Room	5	Ihlendeldt x 2, Duke x 2, TML Training
TOTAL	24	

PAVILIONS

Rental

Yates Park	3	Walton, Taylor, Hageen
Fair Park	4	Bishop, Roquemore, Sanchez, DeGeurin
Lake Forest-Lion	6	McDonald, Jackson, Armstrong, Wood, Recendiz, Polk
Lake Forest-Mann	4	Dixon, Carre, Gerhart, Davis
Lake Forest-Azalea	3	Goff, Alexander, Thomas
Lake Forest-Gazebo	0	
Lake Forest-Plaza	0	
TOTAL	20	









MONTHLY REPORT

APRIL 2026

MAIN STREET

The Main Street Advisory Board held its annual planning retreat on April 2, where members worked to refine priorities and establish goals for the coming year. Using the Transformation Strategies adopted last year, along with Main Street America work plan resources, the board developed a structured implementation plan focused on the remediation and revitalization of Heritage Square and the long-term development of a downtown arts and culture district. Committees identified specific projects, timelines, and areas of responsibility.



Main Street Board members met on April 2 for their annual planning retreat, touring the district to review future project ideas.

The Main Street Advisory Board will experience a transition in membership in the coming weeks. One board member, Riece Duty, recently resigned in order to devote additional time and energy to his growing business, while Misty Evans has elected not to seek an additional term when her current appointment concludes at the end of May. We are grateful for the service and contributions both individuals have provided during their time on the board. Efforts are currently underway to publicize the two vacancies, with the goal of having new members appointed and approved by City Council prior to the expiration of the current board terms on May 31 to ensure continuity and continued momentum in Main Street initiatives.

In partnership with Communities Unlimited, I have been coordinating the launch of a new educational series designed to support existing small business owners and aspiring entrepreneurs throughout the community. The first session, scheduled for the evening of June 16, will focus on helping participants avoid common pitfalls when starting and operating a small business. If participation and feedback are positive, future workshops will cover topics including effective marketing on a shoestring budget, bookkeeping best practices, business foundations, pricing and revenue strategies, marketing and sales, operations and personnel management, and strategies for sustainably scaling a small business. The goal of the series is to provide practical, accessible tools that strengthen local businesses and encourage entrepreneurial growth within the community.

The Historic Landmark Preservation Committee has experienced renewed momentum with the addition of new members who have shown great enthusiasm and dedication to preserving the character of Henderson's National Register Historic Downtown District. Committee members have been meeting regularly to review past

ordinances, clarify the committee’s scope and authority, and better define how they can support downtown property owners and merchants while encouraging preservation efforts that honor the city’s historic identity.

TOURISM

Participation from local advertisers in the upcoming Wildflower Trails brochure has been strong, significantly helping offset production costs for this highly requested tourism resource. Their support reflects a growing partnership between area municipalities, the county, businesses, and the city’s tourism initiatives.

Work has also begun on reproducing the Historic Driving Trails booklet originally published during the Texas Sesquicentennial celebration. The updated publication will help highlight the area’s rich heritage and encourage heritage tourism throughout the region. Efforts are underway to secure advertising partnerships for this project as well.

Planning continues to move forward enthusiastically for the Freedom Festival celebrating America’s 250th birthday. The event is shaping up to be a memorable community celebration featuring an evening of entertainment, activities, and fireworks. Downtown businesses and stakeholders are already preparing to help create a festive and welcoming atmosphere throughout the day.

CALENDAR

4/2	Main Street Board Annual Retreat	4/6	Preservation meeting
4/8-10	Historical Commission Real Places Conference	4/10	MSAB quarterly report due/submitted
4/14	Commissioner’s Court meeting	4/15	Meeting with ITI Digital
4/22	Communities Unlimited presentation	4/28	Main Street Advisory Board meeting
4/29	1 st Amendment Auditors class		

Respectfully submitted,



Alexa Duke

Tourism & Main Street Coordinator



City of Henderson

Monthly Report

To: Mayor and City Council Members

From: Monica Session on behalf of:
Cristina Soriano, Juvenile Case Manager and Court Administrator

Date: May 6, 2026

Re: April 2026 Monthly Report

MUNICIPAL COURT

Fines collected for 2025-2026 year – \$100,244.20 from 3668 transactions

Fines collected for 2024-2025 year- \$89,676.41 from 3413 transactions

Fines Collected March 2026 - \$16,012.60 from 528 transactions

Fines Collected March 2025 – \$12,852.10 from 493 transactions

Virtual open Court Cases Scheduled 138, Appeared 55 by virtual and including walk-ins

City of Henderson
Main Street Department
1500 Lake Forest Parkway
Henderson, Texas 75652



Telephone: 903-392-8232
Fax: 903-657-7327
www.mainstreethenderson.com

MINUTES
HENDERSON MAIN STREET ADVISORY BOARD WORKSHOP & MEETING
Thursday, April 2, 2026 – 4:00 pm, Henderson Civic Theatre Annex
122 E. Main St., Henderson TX 75654

Board Members Attending:

Kelly Bumgardner
Leon Harris

Misty Evans
Ben Patterson

Bonnie Geddie
Lisa McConnell

Ex-Officio Members Attending:

Alexa Duke

Tourism/Main St. Coord.

Christina Gray

Civic Center Manager

The annual workshop was called to order by Harris at 4:05 p.m. and was adjourned at 6:40 p.m. on a motion from Patterson and a second from Bumgardner.

The monthly meeting was called to order by Harris at 6:40 p.m.

1. Citizen Presentation - None
2. March 2025 minutes were unanimously approved on a motion from Bumgardner and a second from Patterson.
3. February 2025 financials were unanimously approved on a motion from Bumgardner and a second from McConnell.
4. Evans moved and Bumgardner seconded to adopt a new transformation strategy developed in workshop. All present were in favor.
5. The sign grant application for 112 E. Main St. was unanimously approved on a motion from Bumgardner and a second from Evans.
6. The payment request for grant approved for 101 N. Main St. was approved on a motion from Patterson and a second from McConnell. All were in favor with Bumgardner abstaining.
7. There were no committee reports.
8. Main St. Coordinator Report – Urged members to attend one-day training on June 1, in Huntsville, from noon until 4 p.m. Encouraged everyone to partake in virtual Real Places Conference April 9-10.
9. President's Report - none
10. Next Board Meeting, Tuesday, April 28, 2026
11. The meeting was adjourned at 6:49 p.m. on a motion from McConnell and a second from Patterson.

Respectfully submitted,

A handwritten signature in black ink that reads 'Alexa Duke'. The signature is written in a cursive style and is positioned above a horizontal line.

Alexa Duke, Tourism & Main Street Coordinator



MINUTES – REGULAR MEETING

HENDERSON HISTORIC LANDMARK PRESERVATION COMMITTEE

Monday, April 6, 2026 – 4:30 p.m.
Council Chamber, Henderson City Hall
300 West Main St., Henderson, TX 75652

Board Members Attending:

Sherrri Baker Dustin Culpepper Liz Thrasher
Rachelle Thrasher Linda Watkins

Board Members Absent:

Sarah Sherland Cyndi Walker

Ex-Officio Members Attending:

Alexa Duke, Main St. Coord. Christina Gray, Civic Center Manager

1. Culpepper called the meeting to order at 4:31 p.m.
2. There were no citizen presentations.
3. March 9 meeting minutes were unanimously approved on a motion from Rachelle and a second from Sherrri.
4. Discussion and training on committee roles and responsibilities. No action was taken.
5. The meeting was adjourned at 6:04 p.m. on a motion from Liz and a second by Rachelle.

Respectfully submitted,

Handwritten signature of Alexa Duke in black ink.

Alexa Duke
Tourism & Main Street Coordinator

MINUTES
Henderson Economic Development Corporation
Board of Directors Regular Called Meeting

April 21, 2026-2:00 P.M.

HEDCO Board Room
300 W. Main St.
Henderson, Tx. 75652

Board members present: Michael Marshall (President), Micah Howard (Vice-President) arrived at 2:45 p.m., Adam Duey (Secretary), Trey Segura (Treasurer), Justin Pirtle, Courtney Smith

Board members absent: none

Staff absent: Shelby Jacobs

Visitors: Leonard Muller, Lou Madsen, Morgan LaGrone, Dustin Culpepper, Josh Wardle, Stephen Strong, Greg Jackson

CALL TO ORDER

The meeting was called to order by Michael Marshall at 3:00 P.M.

INVOCATION

The invocation was given by Justin Pirtle.

CITIZENS COMMENTS

None.

PRESENTATIONS/ANNOUNCEMENTS

1. Annual Audit presentation by Morgan LaGrone, CPA, PLLC

The annual audit was presented by Morgan LaGrone, the external auditor, who explained that professional standards require her to communicate certain matters to those charged with governance. She reported that there were no new accounting policies implemented during the year that affected the financial statements, and the audit process went smoothly with no difficulties encountered. Staff were noted as being very organized, responsive, and timely in providing requested information, which contributed to an efficient audit process. All material misstatements identified during the audit were corrected, with most related to the accounting and reporting of capital assets. There were no disagreements with management, and management provided all requested information and signed the required representation letter confirming the completeness of the records. No consultations with outside independent accountants occurred that required additional reporting. Two material weaknesses were identified and reported, both related to accounting procedures rather than missing assets or fraud. These included material journal entries and internal controls over capital asset accounts. The auditor clarified that these findings were related to how transactions, particularly land purchases, were reported under governmental accounting standards rather than business accounting methods. The assets themselves were properly approved and recorded in board minutes, but certain transactions needed to be recorded differently to meet governmental reporting requirements. Financially, the organization reported total revenues of approximately \$2.419 million and total expenditures of about \$4.443 million, resulting in the use of roughly \$2.023 million of fund balance. The fund balance decreased from about \$7.3 million to \$5.3 million, but the auditor emphasized that this remains a strong and healthy balance. She noted that even without collecting revenue for a year, the organization could theoretically continue operating at current expenditure levels, especially since a significant portion of spending included one-time capital asset purchases such as land. Budget performance showed revenues came in about \$110,000 under projections, while expenditures totaled \$4.4 million compared to a final amended budget of \$8.1 million, meaning the organization remained well under budget by approximately \$3.7 million. The financial statements received a clean, unmodified audit opinion, confirming they are materially correct as presented. There were no findings of non-compliance. The auditor also explained that many expenditures, including land purchases, were thoroughly reviewed and supported by documentation and board-approved minutes, with approximately 90 /95 percent of expenditures examined. She noted that the material weakness related to capital asset reporting had been identified in a prior year as well, but steps are being taken to improve procedures, including additional coordination and review processes to prevent similar issues in the future.

2. Bane Investment Holdings (BIH)-Brant Bane

Mr. Bane explained that the company had previously received a grant approved in August 2025 for exterior façade improvements to their new office located on U.S. Highway 79. The original agreement allowed one year to complete the project, but unexpected delays occurred, including the need to switch architects and further develop a more detailed design vision. Final renderings were not completed until February 2026, and construction is now expected to begin around June 2026, which will push the project beyond the original deadline. Because of this, BIH is requesting an extension to the agreement to allow additional time to complete the work. The proposed renovation will significantly update the building's exterior by adding an aluminum grid façade system with lightweight composite panels designed to resemble travertine. The improvements will maintain the existing structure while overlaying new exterior materials to create a modern appearance. Plans also include reducing some parking areas to create additional green space and

addressing ADA compliance requirements for the parking lot, as well as coordinating with TxDOT to widen the entrance. The project turned out to be more complex than initially anticipated, but the chosen design from Fitzpatrick Architects is considered cost effective while still providing a major visual improvement to the property and surrounding area.

3. Stoke & Associates-Neal Holland

Neal discussed several project updates and closeouts related to the business park and surrounding properties. The first item addressed was the completion of the security camera project at the mechanical building that operates the smart flowers. Three cameras were successfully installed and are now operational, allowing monitoring of traffic, parking areas, and activity around the park, including nighttime visibility through infrared capability. The contractor completed the work according to the original bid amount of \$2,614.90, and Neal recommended that the board formally accept the project as complete and close it out. The second major item involved the monument signage project for the business park. Small monument signs were installed at each end of Endeavor Drive, along with a larger sign at the corner of the loop and State Highway 323 to clearly identify the business park entrance. The installation was completed, tested, and deemed operational. The original contract amount for the signage was \$234,490, but the project was completed under budget by \$12,161.26, resulting in a final payment recommendation of \$222,328.74. Acceptance of this project would also begin the 12-month warranty period for the signage work. Attention then shifted to erosion issues near the southeast corner of the business park, caused by heavy activity during installation and recent fiber optic work along the right-of-way. The erosion has created safety and infrastructure concerns, including preventing installation of a required utility meter due to unstable ground conditions. To address this, Neal recommended reshaping the affected area, adding soil from existing property, and installing a geogrid erosion-control fabric designed to stabilize the ground and promote vegetation growth. A preliminary cost estimate for this work was approximately \$29,169.80. The board discussed whether to add this work to an existing contractor's contract or put the project out for public bid, with a preference expressed for seeking competitive bids to ensure cost effectiveness. The final update noted that timber harvesting on the Allen tract and Jenkins property had been completed. The organization received the guaranteed payment outlined in the contract, and the outcome was reported to be favorable compared to other bids received.

CONDUCT PUBLIC HEARING ON:

1. Interlocal Agreement between HEDCO & Rusk County for Jet A fuel at the Rusk County Airport.

No public comments were made.

REGULAR BOARD BUSINESS

1. Consider and take necessary action on minutes from the regular meeting held March 17, 2026.

Just Pirtle made a motion to approve the minutes seconded by Trey Segura and with unanimous approval of the board members present the motion was approved.

2. Consider and take necessary action on monthly financials for March 2026.

Trey advised that March sales tax payment, which reflects January collections, showed only a small decrease of less than \$3,000, which was viewed as encouraging given recent downward trends. Despite this positive month, year to date sales tax revenue is still approximately \$150,000 lower than the same period last year. However, Trey emphasized that the budget was built conservatively, and revenues remain on track to meet or potentially exceed the annual budget target of about \$1.9 million. Financial reports showed no significant concerns or unexpected expenses, and the organization remains within budget overall, with only minor amendments anticipated later in the year. Adam Duey asked about the job incentives budget, which was set at \$1 million, while only about \$52,500 has been spent so far. Bret explained that this amount was intentionally budgeted high to account for possible grants, including those related to the CTE program at the school and potential new business incentives. Since some of those anticipated projects have not materialized, the organization is likely to finish the year well under that expense category, which is considered favorable from a financial standpoint. Courtney Smith inquired about the list of active contracts. Bret acknowledged that work is underway to develop this information but noted that, with a small staff, they want to ensure reports are designed efficiently and provide meaningful information without creating unnecessary administrative burden. To address this Michael Marshall advised that HEDCO will be holding a workshop in May or early June to review reporting expectations, contract tracking, performance agreements, and budgeting needs ahead of the upcoming budget cycle.

Justin Pirtle made a motion to approve the February 2026 financials seconded by Adam Duey and with unanimous approval of the board members present the motion was approved.

3. Consider and take necessary action on selection of a certified public accountant for 2026-27 fiscal year.

Morgan LaGrone, has indicated that this will be her final year performing the annual audit due to the heavy workload she manages during tax season, including audits for multiple governmental entities such as county departments, she has decided to step away from continuing this service. The audit cost for the current year was noted to be approximately \$14,000. The organization is not seeking a new accountant for daily bookkeeping, since a bookkeeper already handles monthly financial work, but rather a qualified governmental auditor to perform the required annual audit. Because governmental auditing is a specialized service, members discussed whether a formal bid process would be necessary or if direct outreach and recommendations from professional organizations could also be used to identify qualified firms. There was also discussion about procurement requirements, including whether the project must be formally bid based on cost thresholds

and whether multiple qualified auditors exist in the market. Board members acknowledged that this is a new process for the organization, as the current auditor had historically been in place without recent solicitation efforts. To ensure transparency and compliance, the group agreed that the appropriate first step would be to advertise publicly for auditing services.

Trey Segura made a motion to approve going out for request for proposal for auditing services seconded by Adam Duey and with unanimous approval of the board members present the motion was approved.

4. Consider and take necessary action on request from Bane Investment Holdings (BIH).

Courtney Smith made motion to approve the request from BIH for a nine (9) month extension seconded by Justin Pirtle and with unanimous approval of the board members present the motion was approved.

DEPARTMENTAL REPORTS

- a. Director of Business Development, Retention and Marketing-attached in Board Packets-Jacobs
- b. Executive Director-Gardella

This update highlighted community appreciation, grant impact, and ongoing recruitment efforts. The board received thank-you cards from the Lionette's for sponsorship support and heard a report from Reading Rootes showing how grant funds were used to expand literacy services, hire additional teachers, increase outreach, and support 15 students. The program reported measurable student reading improvements and positive parent feedback, demonstrating meaningful community impact. Bret reported continued business recruitment efforts, including attending local events and meeting with prospective businesses.

EXECUTIVE SESSION

- A. Consultation with Attorney in accordance with Section 551.071 of the Texas Government Code.
- B. Economic Development Negotiations in accordance with Section 551.087 of the Texas Government. (Project 2026-04-02), (Project 2026-04-06), (Project 2026-04-05)
- C. Deliberations about Real Property in accordance with Section 551.072 of the Texas Government Code.

The time is: 2:52 p.m.

The board came out of Executive Session and made the following motions:

1. Trey Segura made the motion to start negotiations on a Performance Agreement with Atwood's seconded by Adam Duey and with unanimous approval of the board members present the motion was approved.
2. Micah Howard made the motion to go out for bids to cleanup ½ of the Jenkins property located at Hwy 64 and 323 seconded by Trey Segura and with unanimous approval of the board members present the motion was approved.
3. Adam Duey made the motion to approve approaching TXDOT about an entrance into the Jenkins property off of highway 64 seconded by Justin Pirtle and with unanimous approval of the board members present the motion was approved.
4. Adam Duey made the motion to go out for bids for the sewer extension from Highway 64 onto the Jenkins property seconded by Micah Howard.

The time is: 4:46 p.m.

Adjourn.

Trey Segura made a motion to adjourn seconded by Justin Pirtle, and with unanimous approval of the board members present, the motion passed.

The time is: 4:47 p.m.
