



**THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, WILL MEET ON TUESDAY, THE 16TH DAY OF JUNE 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  
Gina Juarez

**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 May 19, 2026 Council meeting minutes. (Jimerson)
2. Consideration and possible action upon the Freedom Festival Street closures. (Taylor/Ybarra)

**COUNCIL BUSINESS – REGULAR SESSION**

3. Consideration and possible action upon the second 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)
4. Consideration and possible action upon moving the regular scheduled council meeting from Tuesday, July 21st to Tuesday, July the 7th, 2026. (Jimerson)
5. Consideration and possible action upon setting a budget workshop for July 28, 2026 located in the Community Center at Fairpark to start at 3 p.m. (Jimerson)
6. Consideration upon the first reading of the International Building Codes Ordinance 2026-05-01. (Phalman/McElfresh)
7. Consideration and possible action upon a contract for the Henderson Fire Department to be compensated for expenses for responding to emergencies outside the city limits. (Ybarra)
8. Consideration and possible action authorizing the Administration Department to begin the Bank depository bid process. (Kimbrell)
9. Consideration and possible action upon the HEDCO financials for the month of April 2026. (Gardella)
10. Consideration and possible action upon the Performance Agreement between HEDCO & Atwoods Distributing, LP. (Gardella)
11. Consideration and possible action accepting ownership, operation, and maintenance of the infrastructure completed at the Innovation Park from HEDCO to the City of Henderson, Tx. (Gardella)

12. Consideration and possible action accepting ownership, operation, and maintenance of the infrastructure completed at Preston Road from HEDCO to the City of Henderson, Tx. (Gardella)
13. Consideration and possible action accepting ownership, operation, and maintenance of the infrastructure completed at Taylor Dr (Case-hill Group) from the HEDCO to the City of Henderson, Tx. (Gardella)
14. Consideration and possible action accepting ownership, operation, and maintenance of the infrastructure completed on Brady Subdivision from the HEDCO to the City of Henderson, Tx. (Gardella)

**DEPARTMENTAL REPORTS:**

15. 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 April 2026.
  - L. Director of Operations Departmental Reports below.
    - Civic Center
    - Main Street/Tourism
    - Municipal Court

**BOARDS AND COMMISSIONS**

- Board of Adjustments Minutes
- Planning and Zoning Minutes
- Main Street Meeting Minutes
- Preservation Minutes
- HEDCO Minutes

**EXECUTIVE SESSION:**

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

**REGULAR SESSION:**

17. Reconvene into regular session and take necessary action as a result of the closed session. (Mayor)

**ADJOURNMENT**

18. 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 10th day of June 2026.

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Cheryl Jimerson, City Secretary



# City Council

## Agenda Item # 2.

**SUBJECT:** Consideration and possible action upon the Freedom Festival Street closures. (Taylor/Ybarra)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** Administration

**CONTACT:**

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**RECOMMENDED CITY COUNCIL ACTION:**  
**ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:** None



# City Council

## Agenda Item # 3.

**SUBJECT:** Consideration and possible action upon the second 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:** June 16, 2026

**DEPARTMENT:** City Secretary

**CONTACT:** Cheryl Jimerson

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**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:

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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:

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

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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 # 4.

**SUBJECT:** Consideration and possible action upon moving the regular scheduled council meeting from Tuesday, July 21st to Tuesday, July the 7th, 2026. (Jimerson)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** City Secretary

**CONTACT:**

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**RECOMMENDED CITY COUNCIL ACTION:  
ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:** None



# City Council

## Agenda Item # 5.

**SUBJECT:** Consideration and possible action upon setting a budget workshop for July 28, 2026 located in the Community Center at Fairpark to start at 3 p.m. (Jimerson)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** City Secretary

**CONTACT:**

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**RECOMMENDED CITY COUNCIL ACTION:**  
**ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:** None



# City Council

## Agenda Item # 6.

**SUBJECT:** Consideration upon the first reading of the International Building Codes Ordinance 2026-05-01. (Phalman/McElfresh)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** Community Development

**CONTACT:**

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**RECOMMENDED CITY COUNCIL ACTION:**

**ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:**

1. 20260501 ICC Code Adoption Updates 2026

**ORDINANCE 2026-05-01**

**AN ORDINANCE OF THE CITY OF HENDERSON, TEXAS, ADOPTING THE 2023 NATIONAL FIRE PROTECTION ASSOCIATION ELECTRIC CODE; THE 2015 INTERNATIONAL CODE; THE 2021 INTERNATIONAL PROPERTY MAINTINANCE, BUILDING, RESIDENTIAL, EXISTING BUILDING, PLUMBING, FUEL GAS, MECHANICAL AND FIRE CODES. SAFEGUARDING LIFE AND PROPERTY IN THE OCCUPANCY OF BUILDINGS AND PREMISES IN THE CITY OF HENDERSON; PROVIDING FOR THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREFOR; BUILDING CODE ENFORCEMENT AND APPEALS BOARD. PROVIDING CONTINUATON OF RIGHTS ALREADY ACQUIRED UNDER REPEALED ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.**

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

- **Sec. 150-8. - Swimming pool and spa code.**

(a)

A certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Swimming Pool and Spa Code, 2021 Edition, as published by the International Code Council, be and is hereby adopted as the Pool and Spa Code of the city regulating and governing the design, construction, alteration, movement, renovation, replacement, repair and maintenance of swimming pools, spas, hot tubs, aquatic facilities and related equipment as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Pool and Spa Code on file in the office of the city secretary are hereby referred to, adopted, and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in division (b) of this section.

(b)

The following sections are hereby revised:

Section 101.1. Insert: City of Henderson.

Section 108.2 Insert: The fees for all work shall be as adopted by the city council of the City of Henderson and on file in the office of the city secretary and the City building official.

Section 105.6.3. Remove: Text of 105.6.3(1), (2), and (3). Insert/Replace with: The code official shall authorize refunds prescribed in the refund policy on file in the office of the City building official.

Section 113.4 Insert: "Class C Misdemeanor" for [SPECIFY OFFENSE]. Remove: "or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment."

Section 113.4 Insert: "\$2,000.00" for [AMOUNT]. Remove: "or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment."

Section 113.4 Remove: "or by imprisonment not exceeding [NUMBER OF DAYS], or both such fine and imprisonment."

(c)

Nothing in this section or in the Pool and Spa Code hereby adopted shall be construed to be affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this section.

(Ord. 15-04-02, passed 4-14-2015)

- **Sec. 150-9. - Property maintenance code.**

(a)

A certain document, one copy of which is on file in the office of the city secretary, being marked and designated as the International Property Maintenance Code, 2021 Edition, as published by the International Code Council, be and is hereby adopted as the Property Maintenance Code of the city regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demotion of such existing structures as herein provided; providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the city secretary are hereby referred to, adopted, and made a part hereof, as if fully set out in this legislation, with the additions, insertions, deletions and changes, if any, prescribed in division (b) of this section.

(b)

The following sections are hereby revised:

Section 101.1. Insert: City of Henderson.

Section 103.1 Insert: Insert City of Henderson Community Development in place of "[JURISDICTION TO INSERT APPROPRIATE SCHEDULE]".

Section 110.4 Failure to Comply shall be amended to read: "Any person who shall continue work after having been served with a stop work order, except such work that the person is directed to perform to remove a violation or unsafe condition is subject to a fine of not less than one dollar (\$1.00) and no more than two thousand dollars (\$2,000.00), and each day work continues in violation of this section shall be a separate offense."

Section 111.8 Prohibited Occupancy shall be amended to read: "Any occupied structure condemned and placarded by the Code Official shall be vacated as ordered by the code official. Any person who shall occupy placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment shall be liable for the penalties provided by this code.

Exception: Owners of record shall not be required to vacate a condemned and placarded structure."

Section 302.4. City of Henderson High weeds and grass 12 inches.

Section 302.10. Entitled section "Care of Premises" shall be amended and read: "It shall be unlawful for the owner or occupant of a building, structure, or property to utilize the premises of such property for the open storage of the following items, including but not limited to ice box, refrigerator, stove, glass, carpet, furniture intended for indoor use, tires, auto-parts, building material, rubbish, building rubbish, or other similar items. It shall be the duty and responsibility of every such owner or occupant to keep the premises of such property clean and in compliance with this section."

Section 304.3. Shall remain unchanged except to add the following to the end: "Addresses on the curb shall not be construed as compliance for all purposes."

Section 304.14. Entitled section "Insect Screens" shall be deleted/repealed.

Section 602.3. Entitled section "Heat Supply" shall be amended and read: "Every owner and operator of any building who rents, leases, or lets one or more dwelling unit, rooming unit, dormitory, or guestroom on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat to maintain a temperature of not less than 68 degrees Fahrenheit in all habitable rooms, bathrooms, and toilet rooms." Exceptions as stated in Section 602.3 to remain unchanged.

Section 602.4. Entitled section "Occupiable Work Spaces" shall be amended and read: "Indoor occupiable workspace shall be supplied with heat to maintain a temperature of not less than 65

degrees Fahrenheit (18 degrees Celsius) during the period the space are occupied." Exceptions as stated in Section 602.4 to remain unchanged.

(c)

Nothing in this section or in the Property Maintenance Code hereby adopted shall be construed to be affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this section.

(Ord. 15-04-03, passed 4-14-2015)

- **Secs. 150-10—150-19. - Reserved.**
- **BUILDING AND RESIDENTIAL CODES**
- **Sec. 150-20. - Building code.**

(a)

*Adoption of 2021 International Building Code.* A certain document, three copies of which are on file in the office of the city secretary, being marked and designated as the International Building Code, 2021 edition, including Appendices C, E, I and J, together with all supplements, amendments and errata thereto, as published by the International Code Council, be and is hereby adopted as the Building Code of the city, for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the city are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in division (b) below, save and except sections 101.4.1 and 112; however, adoption of such code shall not repeal sections 150.023 through 150.027 and 150.999, which unrepealed sections shall prevail in case of conflict with any provisions of said Building Code.

(b)

*Revisions.* The following sections of the International Building Code are hereby revised:

(1)

Section 101.1: City of Henderson;

(2)

Section 1612.3: City of Henderson;

(3)

Section 1612.3: September 29<sup>th</sup>, 2010

(c)

*Designated official.* Within said Building Code, when reference is made to some official or the duties of some official named in said code, the designated official of the city who has duties corresponding to those of the named official in said code shall be deemed to be the responsible official insofar as enforcing the provisions of said code are concerned.

(d)

*Continuation of rights.* Nothing in this section or in the Building Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed.

(Prior Code, § 3.02.001; Ord. 13-12-02, passed 12-10-2013)

- **Sec. 150-21. - Residential code.**

(a)

*Adoption of 2021 International Residential Code.* A certain document, three copies of which are on file in the office of the city secretary, being marked and designated as the International Residential Code, 2021 edition, including Appendices AA,AB,AC,AD,AE,AF,AH,AJ AND AK, together with all supplements, amendments and errata thereto, as published by the International Code Council, be and is hereby adopted as the Residential Code of the city, for regulating and governing the construction, alteration, movement, enlargement, replacement, repair, equipment, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Residential Code on file in the office of the city are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in division (b) below; however, adoption of such code

shall not repeal sections 150.023 through 150.027 and 150.999, which unrepealed sections shall prevail in case of conflict with any provisions of said Residential Code.

(b)

*Revisions.* The following sections of the International Residential Code are hereby revised:

(1)

Section R101.1: City of Henderson;

(2)

Table R301.2. (1): Insert: Wind speed: 115 mph.; Seismic design category: A; Weathering: Negligible; Frost line depth: 12 inches; Termite: Very heavy; Decay: Slight to moderate; Winter design temperature: 22 degrees; Ice shield underlayment required: No; Flood hazards: September 29<sup>th</sup>, 2010; Air freezing Index: 74 degrees; Mean annual temperature: 64.9;

(3)

Section 2603.5.1: City of Henderson 12 inches and 12 inches; and

(4)

Section R313.2: Deleted.

(5)

Delete Section E3901.4.2 and replace with 2023 National Electrical Code Section 210.52 (c) (2)

(6)

Delete Section E3901.4.3 and replace with 2023 National Electrical Code Section 210.52 (c) (3)

(c)

*Designated official.* Within said Residential Code, when reference is made to some official or the duties of some official named in said code, the designated official of the city who has duties corresponding to those of the named official in said code shall be deemed to be the responsible official insofar as enforcing the provisions of said code are concerned.

(d)

*Continuation of rights.* Nothing in this section or in the Residential Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or

liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed.

(Prior Code, § 3.02.002; Ord. 13-12-03, passed 12-10-2013)

- **Sec. 150-22. - Existing building code.**

(a)

*Adoption of 2021 International Existing Building Code.* A certain document, three copies of which are on file in the office of the city secretary, being marked and designated as the International Existing Building Code, 2021 edition, including Appendix B, together with all supplements, amendments and errata thereto, as published by the International Code Council, be and is hereby adopted as the Existing Building Code of the city, for regulating and governing the repair, alteration, change of occupancy, addition and relocation of existing buildings, including historic buildings, as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Existing Building Code on file in the office of the city are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in division (b) below; however, adoption of such code shall not repeal [sections 150-23](#) through [150-27](#) and [150-999](#), which unrepealed sections shall prevail in cast of conflict with any provisions said existing Building Code.

(b)

*Revisions.* The following section of the International Existing Building Code is hereby revised:

Section 101.1: City of Henderson.

(c)

*Designated official.* Within said Existing Building Code, when reference is made to some official or the duties of some official named in said code, the designated official of the city who has duties corresponding to those of the named official in said code shall be deemed to be the responsible official insofar as enforcing the provisions of said code are concerned.

(d)

*Continuation of rights.* Nothing in this section or in the Existing Building Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed.

(Ord. 13-12-04, passed 12-10-2013)

- **Sec. 150-23. - Definitions.**

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

*Corporation counsel* means the city attorney.

*Municipality* means the City of Henderson, Texas.

(Prior Code, § 3.02.005)

- **Sec. 150-24. - Charges for building permits.**

The charges for building permits issued by the city shall be as follows.

(1)

*Permit fees.* The fee schedule for building permits issued by the city designee pursuant to the authority contained herein shall be determined by the city manager or his or her designee, and the same shall be on file in the offices of the city secretary and the city designee.

(2)

*Moving of buildings or structures.* The fee for a permit to move any building or structure shall be in an amount set by the city manager or his or her designee, and the same shall be on file in the offices of the city secretary and the city designee.

(3)

*Demolition of buildings or structures.* The fee for a permit to demolish any building or structure shall be in an amount set by the city manager or his or her designee, and the same shall be on file in the offices of the city secretary and the city designee.

(4)

*Double fee.* Where work for which a permit is required by this code is started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fee shall not relieve any persons from fully complying with the requirements of this code in the execution of the work nor from any other penalties prescribed herein.

(5)

*Plan-checking fees.* When the valuation of the proposed construction exceeds \$1,000 and a plan is required to be submitted by the Building Code, a plan-checking fee shall be paid to the city designee at the time of submitting plans and specifications for checking. Said plan-checking fee shall be equal to one-half of the building permit fee for the equivalent dollar amount.

(Prior Code, § 3.02.006; Ord. 98-9-12, passed 10-13-1998)

- **Sec. 150-25. - Adoption of foundation specifications.**

There is hereby adopted for recommended and approved minimum foundation slab construction specifications in the city that certain design specification plan referred to as "minimum standards", copies of which are available upon request from the city designee's office.

(Prior Code, § 3.02.007)

- **Sec. 150-26. - Restrictions on usage of wood roofing shingles.**

Wood shingle roofing material on any building within the city is expressly prohibited, except when such roofing material has been pressure treated for fire resistance or when installed on a building roof where there exists a permanent 30 feet clear, open space between such building and any adjoining property line.

(Prior Code, § 3.02.008)

- **Sec. 150-27. - Smoke detection systems.**

On any new construction erected after November 10, 1983, including every dwelling, private residence and every dwelling unit within an apartment house, condominium, townhouse and every guest room in a motel or hotel, every sleeping room in dormitories and every basement or cellar within such structures, and in other businesses that offer sleeping accommodations to the general public, there shall be provided an approved listed smoke detector, installed in accordance with the manufacturer's recommendation and listing. When activated, the detector shall provide an audible alarm. The smoke detectors shall be tested in accordance with and meet the requirements of UL 217, single and multiple station smoke detectors.

(Prior Code, § 3.02.009)

**State Law reference—** Smoke detectors in rental homes, apartments, dwellings and the like, see Tex. Property Code, § 92.251 et seq.

- **Secs. 150-28—150-39. - Reserved.**
- **ELECTRICITY**
- **Sec. 150-40. - Generally.**

(a)

*Title.* The provisions of this subchapter shall be known as the Electrical Code of the city.

(b)

*Object.* The object of the provisions of this subchapter is to reduce the personal hazard and the fire hazard from electrical causes. To accomplish this, the requirements set forth herein are intended to provide a minimum standard for electrical installation in the city.

(c)

*Application of provisions.* The provisions of this subchapter shall not apply to installations in railway cars, automotive equipment, electrical railway companies, radio transmission stations, in the generation, transmission or in distribution of electricity or for the operation of signals or the transmission of intelligence, in the exercise of their function as such agencies and located outdoors or in buildings used exclusively for that purpose; provided, however, that these provisions, except as to permits, shall apply to all such wiring and equipment installed in or on the consumer's premises.

(d)

*Liability for damages.* The provisions of this subchapter shall not be construed to affect the responsibility or liability of any party owning, operating, controlling or installing any electrical equipment for damages to persons or to property caused by any defect therein; nor shall the city, or any officer or employee of such city, be held as assuming such liability by reason of the inspection or reinspection authorized herein or the certificate of approval issued as herein provided or by reason of the approval or disapproval of any equipment authorized herein.

(Prior Code, §§ 3.03.001—3.03.004)

- **Sec. 150-41. - Electrical inspector.**

(a)

*Office created.* The office of electrical inspector is hereby created in and for the city.

(b)

*Qualifications.* The person chosen to fill the Office of electrical inspector shall be possessed of such executive ability as is requisite for the performance of his or her duties. He or she shall have a thorough knowledge of the standards, materials and methods used in the installation of electrical equipment. He or she shall be well versed in approved methods of construction for safety to persons and property, the statutes of the state relating to electrical work, and any order, rules and regulations issued by authority thereof, and the Electrical Code adopted in [section 150-42\(a\)](#). He or she shall have had at least five years' experience as an electrical

inspector or in the installation of electrical equipment, or in lieu of such experience shall be a graduate in electrical or mechanical engineering of a recognized college or university and shall have had two years' practical electrical experience.

(c)

*Appointment.* The electrical inspector shall be appointed by the city manager.

(d)

*Removal from office.* The person appointed electrical inspector shall be subject to removal from office at all times and for any reason.

(e)

*Duties.*

(1)

It shall be the duty of the electrical inspector to enforce the provisions of this subchapter. He or she shall make inspections of electrical installations as provided in this subchapter. He or she shall keep complete records of all permits issued, inspections and reinspection's made, and other official work performed in accordance with the provisions of this subchapter.

(2)

He or she shall also keep on file a list of inspected electrical equipment issued by or for Underwriters' Laboratories, Inc., which list shall be accessible for public reference during regular office hours.

(f)

*Conflict of interest.* It shall be unlawful for the electrical inspector or for any of his or her assistants to engage in the business of the sale, installation or maintenance of electrical equipment, either directly or indirectly. They shall have no financial interest in any concern engaged in such business in the city at any time while holding such office.

(g)

*Right of entry.* The electrical inspector shall have the right during reasonable hours to enter any building or premises in the discharge of his or her official duties, for the purpose of making any inspection, reinspection or test of the electrical equipment contained therein or its installation.

(h)

*Condemnation of existing installations.*

(1)

When any electrical installation or equipment is found by the electrical inspector to be dangerous to persons or to property because it is defective, or defectively installed, the person responsible for the electrical installation or equipment shall be notified in writing, and shall make any change or repairs required in the judgment of the electrical inspector to place such equipment in safe condition.

(2)

If such work is not completed within 15 days or any longer period that may be specified by the electrical inspector in such notice, the electrical inspector shall have authority to disconnect or order the discontinuance of electrical service to such electrical installation or equipment. In case of emergency, where necessary for safety of persons or of property, or where electrical installation or equipment may interfere with the work of the fire department, the electrical inspector shall have the authority to immediately disconnect or cause the disconnection of any electrical equipment.

(i)

*Removal of obstructions to inspection.* The electrical inspector shall have the right to remove or compel the removal of any obstruction, such as lath, plastering, ceiling or flooring, which may hinder a full and complete investigation of such wires and apparatus. He or she may remove or compel the removal of any conductors which are enclosed in conduit or otherwise inaccessible for complete inspection. When such conductors or appliances are not in accordance with the requirements of this subchapter, or found to be unsafe to life or property, he or she shall have the right to condemn such conductors or appliances as hereinafter provided.

(j)

*Suspension of work.* The electrical inspector shall have power to compel the suspension of any electrical work being done in a manner prohibited by this subchapter.

(k)

*Obstruction of inspector prohibited.* It shall be unlawful for any person to hinder, obstruct or interfere with the electrical inspector or any of his or her deputies in the discharge of their duties under this subchapter.

(Prior Code, §§ 3.03.031—3.03.041)

**Cross reference**— Penalty, see [§ 150-999](#).

- **Sec. 150-42. - Standards; code adopted.**

(a)

*Code adopted.*

(1)

The National Electric Code, 2023 edition, with all amendments and appendices thereto, as recommended and published by the National Fire Protection Association, is hereby adopted as the official Electric Code of the city, and incorporated herein by reference as though fully copied herein, and the provisions thereof shall be controlling as the minimum standard for the installation and construction of all electrical wiring, devices and equipment within the limits of the city; save and except, however, such portions of such code inconsistent with the other provisions of this chapter.

(2)

Within such code, when reference is made to the duties of certain officials named therein, the designated official of the city who has duties corresponding to those of the named officials in such code shall be deemed to be the responsible official insofar as enforcing the provisions of such code is concerned.

(3)

In the event of any conflict between the provisions of this subchapter or state law and the provisions of the National Electrical Code herein adopted, the provisions of this subchapter or state law shall prevail or be controlling.

(b)

*Conformity of work.* All electrical work or installations shall be in strict conformity with the provisions of this subchapter, state law and rules and regulations issued thereunder, and shall be in conformity with approved standards of construction for safety to life and property. In every case where no specific type or class of material or no specific standard of construction is prescribed by this subchapter or state law, conformity with the National Electrical Code, and other installation and safety regulations approved by the American Standards Association shall be prima facie evidence of conformity with approved standards of construction for safety to life and property.

(c)

*Conformity of material.* All electrical equipment installed or used in the city shall be in conformity with the provisions of this chapter, state law and rules and regulations issued thereunder, and with approved electrical standards for safety to persons and property. Unless by this subchapter, state law and rules and regulations issued thereunder a specific type or class of material is disapproved for installation and use, conformity with the standards approved by the American Standards Association shall be prima facie evidence of conformity with approved standards for safety to persons and property; provided, however, that the provisions of this section shall not apply to equipment owned and used by an electrical supply or communication agency in the generation, transmission or distribution of electricity or for the operation of signals or for the transmission of intelligence.

(d)

*Approval of fittings, materials.* No electrical apparatus, fitting or material shall be used or placed on sale unless such apparatus, fitting or material is approved by the electrical inspector as complying with safety requirements of this chapter; provided, however, that all such apparatus, fittings or material which bears the label of Underwriters' Laboratories, Inc., shall be deemed prima facie evidence to satisfy the requirements of this subchapter, and the electrical inspector is authorized to approve such apparatus, fittings or material without requiring further tests thereof to be made.

(e)

*Manner of work.* All electrical work shall be executed in a neat and workmanlike manner. Slipshod work or work not in keeping with good electrical practice shall be classed as defective and shall be immediately corrected by persons causing same.

(Prior Code, §§ 3.03.071—3.03.075; Ord. 11-09-13, passed 9-13-2011)

**State Law reference**— National Electrical Code adopted as municipal residential and commercial electrical code, see Tex. Local Gov't Code, § 214.214.

- **Sec. 150-43. - Permits and inspections.**

(a)

*Permits required.* It shall be unlawful for any person to do, perform or construct any electrical work or installation within the city without having first obtained a permit therefor.

(b)

*When permit not required.* No permit will be required under the provisions of this section to execute or perform any of the following classes of electrical work:

(1)

The replacement of lamps or the connection of portable electrical equipment to suitable permanently installed receptacles;

(2)

The installation, alteration or repair of electrical equipment for the operation of signals or for the transmission of intelligence by wire by a communication agency;

(3)

The installation, alteration or repair of electrical equipment installed by or for an electrical supply agency for the use of such agency in the generation, transmission distribution of electricity; or

(4)

Minor repairs or alterations where material and labor does not exceed \$25.00.

(c)

*Application for permit.* Before proceeding with the installation, alteration of or the addition to any electrical wiring or equipment within or on any building, structure or premises, publicly or privately owned in the city, the master electrician or electrical sign manufacturer in charge of such proposed work shall first file with the electrical inspector an application requesting inspection and secure a permit therefor. Such application shall be made in writing, shall describe the work to be done, shall give the exact street number of the premises on which work is to be done, approximate date the inspection is desired, name of the owner or occupant, name of the electrician doing the work and class of wiring.

(d)

*Plans and specifications.* On all applications for permits required under the provisions of this section where plans and specifications require installation above the minimum standards as set forth in this chapter, the plans and specifications for such work shall accompany the application for the permit. No deviation may be made from the installation described in such plans and specifications without the written approval of the owner or architect.

(e)

*Fees.*

(1)

The application for a permit required by the provisions of this division shall be accompanied by the fees on file in the city secretary's and the city designee's offices.

(2)

A minimum charge which is on file in the city secretary and city designee's offices shall be made for any permit and inspection. Whenever a second trip is necessary to be made by the electrical inspector because of incorrect address or defective workmanship which would require a second inspection, an additional charge which is on file in the city secretary's and city designee's offices will be made for each trip.

(f)

*Inspections.*

(1)

The master electrician in charge of any work being performed under a permit required by this section shall at all times keep the electrical inspector notified of the progress of the work and shall request inspections as the work progresses. Upon receipt of an application requesting inspection, the electrical inspector shall inspect or cause to be inspected such work within 48 hours after receiving the application, Sundays and holidays not included in this time. After inspecting the electrical wiring covered by any application, the electrical inspector shall leave a tag, which tag shall state that the work has been inspected and approved or that it is not approved and must be held open for correction or the master electrician notified, and if the wiring is to be held open for inspection, no person shall lath, ceil or in any other manner conceal any wiring until they are informed that such wiring has been approved by the electrical inspector.

(2)

The master electrician shall have all electrical work installed by them inspected before such work is covered or concealed. All cabinet and panel board covers or trims shall be left off for final inspection, any fitting or cover that conceals any wiring which may hinder the proper inspection of electrical work shall be removed by the master electrician at the request of the electrical inspector.

(g)

*Work on existing systems.* Any master electrician making extensions or additions to existing electrical systems shall, before proceeding with such work, ascertain from the electrical inspector whether any of the old work must be changed or must be brought up to the requirements of this chapter.

(h)

*Final inspection; certificate.*

(1)

Upon completion and receipt of final inspection papers covering electrical work, the electrical inspector shall make a final inspection. If such work is found to comply with this subchapter, a certificate of inspection shall be issued, stating that the work has been done according to the provisions of this subchapter and the rules governing the respective class to which it belongs.

(2)

This certificate shall not relieve the master electrician of his or her responsibility for any defective work that may have been concealed or escaped the notice of the inspector.

(i)

*Connection of electrical service.* It shall be unlawful for any public service company operating in the city to furnish current to any new building, tent, structure or outdoor wiring of any kind, nature or description, without first obtaining a clearance from the electrical inspector, stating that such wiring is approved and a permit has been issued for the use of current. Whenever any service is discontinued to any building structure for any cause whatever, excepting nonpayment of a bill, a clearance will be necessary before such building or structure can be reconnected. Any time a building is vacated, the electrical inspector shall make certain that there have not been any unauthorized additions made to wiring of such building that might cause a fire hazard, or that the wiring has not become in such a condition that is hazardous.

(Prior Code, §§ 3.03.101—3.03.109)

**Cross reference**— Penalty, see [§ 150-999](#).

- **Sec. 150-44. - Electricians' certificates.**

(a)

*Required.* Every person, before engaging in the business of installing, repairing or removing of electrical wiring and equipment, shall first obtain a certificate as a licensed electrician through the state department of licensing and regulation, title 8, Texas Electrical Safety and Licensing Act, Tex. Occupations Code, ch. 1305.

(b)

*Application.* Any person desiring to permit and perform electrical work shall make application to the community development director. He or she shall provide a copy of the state-required

electrical contractor's license, state-required master electrical license and a copy of his or her current insurance.

(c)

*Existing city licenses.* Any person desiring to continue using an active city license shall renew their license yearly. The license shall be renewed by January 1 of each year. Any license that expires shall require the person who performs electrical contracting to adhere to the State Electrical Safety and Licensing Act.

(Prior Code, §§ 3.03.141—3.03.143)

- **Secs. 150-45—150-54. - Reserved.**
- **PLUMBING AND GAS**
- **Sec. 150-55. - Plumbing code.**

(a)

*Adoption of 2021 International Plumbing Code.* A certain document, three copies of which are on file in the office of the city secretary, being marked and designated as the International Plumbing Code, 2021 edition, including Appendix chapters A and B, together with all supplements, amendments and errata thereto, as published by the International Code Council, be and is hereby adopted as the Plumbing Code of the city, for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance of plumbing systems as herein provided; providing for the issuance of permits and collection of fees therefor, and each and all of the regulations, provisions, penalties, conditions and terms of said Plumbing Code on file in the office of the city are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in division (b) below; however, adoption of such code shall not repeal [sections 150-58](#) through [150-60](#), which unrepealed sections shall prevail in ease of conflict with any provisions of said Plumbing Code.

(b)

*Revisions.* The following sections of the International Plumbing Code are hereby revised:

(1)

Section 101.1: City of Henderson;

(2)

Section 115.4: City of Henderson Class C Misdemeanor, \$2,000; and 0;

(3)

Section 305.4.1: City of Henderson 12 inches and 12 inches; and

(4)

Section 903.1.1: City of Henderson 12 inches.

(c)

*Continuation of rights.* Nothing in this section or in the Plumbing Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed.

(Prior Code, § 3.04.001; Ord. 13-12-05, passed 12-10-2013)

- **Sec. 150-56. - Fuel gas code.**

(a)

*Adoption of 2021 International Fuel Gas Code.* A certain document, three copies of which are on file in the office of the city secretary, being marked and designated as the International Fuel Gas Code, 2021 edition, including Appendices A, B, C and D, together with all supplements, amendments and errata thereof, as published by the International Code Council, be and is hereby adopted as the Fuel Gas Code of the city, for regulating and governing fuel gas systems and gas-fired appliances as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fuel Gas Code on file in the office of the city are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in division (b) below; however, adoption of such code shall not repeal [sections 150-57](#) through [150-60](#), which unrepealed sections shall prevail in case of conflict with any provisions of said Fuel Gas Code.

(b)

*Revisions.* The following sections of the International Fuel Case Code are hereby revised:

(1)

Section 101.1 City of Henderson;

(2)

Section 106.5.2: As provided in Ord. 98-9-12 of the city;

(3)

Section 115.4: Class C misdemeanor, \$2,000; and 0; and

(c)

*Continuation of rights.* Nothing in this section or in the Fuel Gas Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed.

(Prior Code, § 3.04.002; Ord. 13-12-06, passed 12-10-2013)

- **Sec. 150-57. - Responsible official.**

Within such code, when reference is made to the duties of certain officials named therein, the designated official of the city who has duties corresponding to those of the named officials in such code shall be deemed to be the responsible official insofar as enforcing the provisions of such code is concerned.

(Prior Code, § 3.04.003)

- **Sec. 150-58. - General additions.**

(a)

*Plumbing license required.* All persons who engage in the business of or work at the actual installation, alteration, repair and renovating of plumbing shall possess either a master or journeyman plumber's license in accordance with the provisions of the Plumbing License Law of 1947, Tex. Occupations Code, ch. 1301.

(b)

*Permits required.*

(1)

It shall be unlawful to construct, install or cause to be installed any plumbing as defined herein without securing a plumbing permit therefor; except, no plumbing permit is required to do "minor repairs" such as the maintenance, repair or replacement in kind of the following:

a.

Yard hydrants and sill cocks;

b.

Flush valves and floatballs in water closet tanks;

c.

Accessible traps on lavatories or sinks; or

d.

Replacing of plumbing fixtures where no change on "roughing-in" is involved.

(2)

The above examples are representative only and should not be considered as a limitation on the term "minor repairs".

(c)

*Permit and inspection fees.* The fees for each category of plumbing, gas and mechanical permits and inspections shall be set by the city manager or his or her designee, and the same shall be on file in the offices of the city secretary and the city designee. Any time a second inspection trip is made by the designee due to an incorrect address or defective workmanship which would require a second inspection, there shall be an additional charge in an amount to be set by the city manager or his or her designee, and the same shall be on file in the offices of the city secretary and the city designee.

(Prior Code, § 3.04.004; Ord. 98-9-12, passed 10-13-1998)

**Cross reference**— Penalty, see [§ 150-999](#).

- **Sec. 150-59. - Plastic pipe; lead content of solder or flux.**

(a)

Plastic pipe shall not be permitted in the city, except as hereinafter provided:

(1)

For drains, wastes and vents in residential and commercial buildings, PVC schedule 40 pipe, identified by proper markings as designated No. D2665-77 of the American Society of Testing Materials;

(2)

For residential use for water service lines, to within three feet of any building or structure served thereby, PVC identified by proper markings as designated No. D1527-77 or D-2282-77 of the American Society of Testing Materials; and

(b)

The use of solder or flux exceeding 0.2 percent lead content is prohibited in new installations and repairs of public water supply systems or in any plumbing in residential or nonresidential facilities providing water for human consumption which is connected to a public water system in the city.

(Prior Code, § 3.04.005)

- **Sec. 150-60. - State-required customer service inspections.**

(a)

*Unacceptable practices prohibited.* Cross-connections or other similar unacceptable plumbing practices which could cause contamination of the city's water supply are prohibited. Inspections for such unacceptable practices in accordance with state requirements are hereby authorized.

(b)

*Customer service inspections required.* From and after the effective date of this section (ordinance adopted March 24, 1998), a customer service inspection certification shall be completed by those persons authorized in this section to conduct same under the following circumstances:

(1)

Prior to providing continuous water service to new construction;

(2)

On any existing service when the city designee, in his or her sole discretion and opinion, has reason to believe that cross-connections or other unacceptable plumbing practices exist; and

(3)

For any material improvement, correction or addition to private plumbing facilities as determined by the city designee.

(c)

*Qualified inspectors.* The following individuals shall be and are hereby authorized to conduct customer service inspection certifications within the city, in accordance with the terms and provisions hereof:

(1)

Plumbing inspectors and water supply protection specialists licensed by the State board of Plumbing Examiners;

(2)

Licensed master plumbers, who have received all necessary state-required certifications, endorsements and licenses, upon specific written authorization of the city designee, and only for such inspections on single-family residential services; and

(3)

Certified waterworks operators and members of other water-related professional groups who have completed a training course, passed an examination administered by the commission or its designated agent, and hold an endorsement granted by the commission or its designated agent.

(d)

*Elimination of unacceptable practices.* When unacceptable plumbing practices are discovered, they shall be promptly eliminated to prevent possible contamination of the city water system. The existence of a serious threat to the integrity of the public water supply shall be considered sufficient grounds for immediate termination of water service. Service can be restored only when the source of potential contamination no longer exists, or until sufficient additional safeguards have been taken.

(e)

*Required certifications.*

(1)

Copies of properly completed inspection certifications shall be kept on file by the city designee. All such certifications shall be maintained for a minimum of ten years. The city designee shall prepare appropriate certification forms. All such forms shall include as a minimum the name and registration number of the inspector performing the inspection, the type of registration, the date of the inspection and the signature of the inspector.

(2)

As a minimum, each such form shall include the following certifications and information, as applicable.

a.

No direct connection between the public drinking water supply and a potential source of contamination exists. Potential sources of contamination are isolated from the public water system by an air gap or appropriate backflow prevention assembly in accordance with state plumbing regulations. Additionally, all pressure relief valves and thermal expansion devices are in compliance with the state plumbing codes.

b.

No cross-connection between the city drinking water supply and a private water source exists. Where an actual air gap is not maintained between the public water supply and a private water supply, an approved reduced pressure-zone backflow prevention assembly is properly installed and a service agreement exists for annual inspection and testing by a recognized backflow prevention assembly tester.

c.

No connection exists which would allow the return of water used for condensing, cooling or industrial processes back to the public water supply.

d.

No pipe or pipe fitting which contains more than 8 percent lead exists in private plumbing facilities which have been installed on or after July 1, 1988.

e.

No solder or flux which contains more than 0.2 percent lead exists in private plumbing facilities installed on or after July 1, 1988.

f.

No plumbing fixture is installed which is not in compliance with the state-approved plumbing code.

(Prior Code, § 3.04.006; Ord. 98-3-2, passed 3-24-1998)

- **Secs. 150-61—150-74. - Reserved.**
- **MECHANICAL CODE**
- **Sec. 150-75. - Title.**

The provisions of this subchapter shall be known as the "Mechanical Code of the City of Henderson."

(Prior Code, § 3.05.001)

- **Sec. 150-76. - Purpose.**

The purpose of the provisions of this subchapter is to establish rules and regulations for the installation and maintenance of cooling, heating and ventilating equipment and systems within the city, as well as for the regulation of the issuance or refusal of permits and providing for penalties relating to offenses contrary to this Mechanical Code. (Prior Code, § 3.05.002)

- **Sec. 150-77. - Adoption of code.**

(a)

*Adoption of 2021 International Mechanical Code.* A certain document, three copies of which are on file in the office of the city secretary, being marked and designated as the International Mechanical Code, 2021 edition, including Appendix A, together with all supplements, amendments and errata thereto, as published by the International Code Council, be and is hereby adopted as the Mechanical Code of the city, for regulating and governing the design, construction, quality of materials, erection, installation, alteration, repair, location, relocation, replacement, addition to, use or maintenance or mechanical systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Mechanical Code on file in the office of the city are hereby referred to, adopted and made a part hereof, as if fully set out in this section, with the additions, insertions, deletions and changes, if any, prescribed in division (b) below; however, adoption of such code shall not repeal [sections 150-75, 150-76, 150-78](#) through [150-85](#), which unrepealed sections shall prevail in case of conflict with any provisions of said Mechanical Code.

(b)

*Revisions.* The following sections are hereby revised:

(1)

Section 101.1: City of Henderson;

(2)

Section 109.2: As provided in Ord. 98-9-12 of the City of Henderson;

(3)

Section 115.4: City of Henderson Class A Misdemeanor, \$2,000.00; and 0; and

(c)

*Continuation of rights.* Nothing in this section, or in the Mechanical Code hereby adopted, shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed.

(Prior Code, § 3.05.031; Ord. 13-12-07, passed 12-10-2013)

- **Sec. 150-78. - Responsible official.**

Within such code, when reference is made to the duties of certain officials named therein, the designated official of the city who has duties corresponding to those of the named officials in such code shall be deemed to be the responsible official insofar as enforcing the provisions of such code is concerned.

(Prior Code, § 3.05.032)

- **Sec. 150-79. - Permit and inspection fees.**

(a)

The fees for each category of plumbing, gas and mechanical permits and inspections shall be set by the city manager or his or her designee, and the same shall be on file in the offices of the city secretary and the city designee.

(b)

Any time a second inspection trip is made by the inspector due to an incorrect address or defective workmanship which would require a second inspection, there shall be an additional charge in an amount to be set by the city manager or his or her designee, and the same shall be on file in the offices of the city secretary and the city designee.

(Prior Code, § 3.05.033; Ord. 98-9-12, passed 10-13-1998)

- **Sec. 150-80. - License required.**

No person shall engage in the business of installing, repairing, removing or otherwise working on heating, cooling, air conditioning and ventilation systems in any structure in the city without having been first duly licensed under this subchapter in accordance with the provisions hereof.

(Prior Code, § 3.05.061)

**Cross reference**— Penalty, see [§ 150-999](#).

**State Law reference—** Air Conditioning and Refrigeration Contractor License Law, see Tex. Occupations Code, ch. 1302

- **Sec. 150-81. - Application for license.**

All persons desiring to engage in the business of installing, repairing, removing or otherwise working on heating, cooling, air conditioning and ventilation systems in any structure in the city shall file a written application with the city designee furnishing the information required on the form to be prepared by the city designee and furnished each applicant.

(Prior Code, § 3.05.062)

- **Sec. 150-82. - Examination.**

Before any person shall be licensed to engage in the business of installing, repairing, removing or otherwise working on heating, cooling, air conditioning and ventilation systems in any structure in the city, he or she shall successfully complete an examination to demonstrate his or her competence. The examination shall consist of written questions and/or an oral examination propounded or conducted by a board of examiners consisting of the city designee, as the Chairperson, and not more than three other persons duly licensed under this subchapter. If the applicant fails to successfully complete the examination or satisfy the board of his or her competence to engage in such business, he or she may nevertheless be reexamined on his or her application after the expiration of 60 days from the date of his or her last examination. Every person actively engaged in the installation of such heating, cooling, air conditioning and ventilation systems in the city on the effective date of the adoption of this subchapter shall not be required to submit to such examination, but shall be licensed by the city designee upon the payment of the annual license fee as provided in [section 150-83](#).

(Prior Code, § 3.05.063)

- **Sec. 150-83. - Fees.**

(a)

Each applicant for a license under the provisions of [sections 150-80](#) through [150-85](#) shall submit his or her written application therefor and pay the examination fee which is on file in the city secretary's office for each examination conducted under the provisions of this subchapter.

(b)

An annual license fee which is on file in the city secretary's office for each calendar year or portion thereof during which the licensee shall engage in such business within the city shall be paid to the city by each licensee. Such licensee shall thereafter be entitled to engage in such business from January 1 to December 31 of each calendar year the fee is paid.

(Prior Code, § 3.05.064)

- **Sec. 150-84. - Bond of licensee.**

No license shall be issued to any person to engage in the business covered by this subchapter until and unless such person shall furnish to the city a good and sufficient surety bond in the penal sum of \$1,000.00 executed by such person as principal and a corporate surety authorized to write such bonds under the laws of the state as surety, conditioned that such person shall perform all work covered by the mechanical code of the city in conformity therewith and that such principal will pay all damages accruing to the city or to the person for whom such work is done by reason of the failure of such person to perform such work and install such equipment and systems in conformity with the Mechanical Code of the city. Proper proof of the payment of premiums due on such bonds shall be furnished to the city designee upon his or her request.

(Prior Code, § 3.05.065)

- **Sec. 150-85. - Revocation.**

The license of any person under the terms of this subchapter may be revoked by the city designee if the licensee fails to keep the bond required in [sections 150-80](#) through [150-85](#) in force or such person willfully violates any of the applicable provisions of the Mechanical Code or of this subchapter, or if such person shall become incompetent by reason of physical or mental disability of a permanent nature.

(Prior Code, § 3.05.066)

- **Secs. 150-86—150-99. - Reserved.**
- **ENERGY CONSERVATION CODE**
- **Sec. 150-100. - Adoption of energy conservative code.**

A certain document, three copies of which are on file in the office of the city secretary, being marked and designated as the International Energy Conservation Code, 2015 edition, including the appendix as published by the International Code Council, be and is hereby adopted as the Energy Conservation Code of the city, for regulating and governing energy efficient building envelopes and installation of energy efficient mechanical, lighting and power systems as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Energy Conservation Code on file in the office of the city are hereby referred to, adopted and make a part hereof, as if fully set out in this subchapter, with the additions, insertions, deletions and changes, if any, prescribed in [section 150-101](#); however, adoption of such code shall not repeal [section 150-](#)

[102](#), which unrepealed sections shall prevail in case of conflict with any provisions of said Energy Conservation Code.

(Prior Code, § 3.06.001; Ord. 13-12-08, passed 12-10-2013)

- **Sec. 150-101. - Provisions.**

The following sections are hereby revised:

Section 101.1: City of Henderson.

(Prior Code, § 3.06.002; Ord. 13-12-08, passed 12-10-2013)

- **Sec. 150-102. - Designated official.**

Within said Energy Conservation Code, when reference is made to some official or the duties of some official named in said code, the designated official of the city who has duties corresponding to those of the named official in said code shall be deemed to be the responsible official insofar as enforcing the provisions of said code as concerned.

(Prior Code, § 3.06.003; Ord. 13-12-08, passed 12-10-2013)

- **Sec. 150-103. - Continuation of rights.**

Nothing in this subchapter, or in the Energy Conservation Code hereby adopted, shall be construed to affect any suit or proceeding pending in any court, or any rights acquired or liability incurred or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed.

(Ord. 13-12-08, passed 12-10-2013)

- **Secs. 150-104—150-129. - Reserved.**

- **HOUSE MOVERS**

- **Sec. 150-130. - Generally.**

(a)

*Notice to utilities and police and fire departments.* No person shall move any house, building or other structure over any street, alley or other way without first notifying all public utilities and

the police and fire departments of the proposed route to be taken and the proposed time of such moving.

(b)

*Change of route upon request of city.* The route proposed to be used by any person in moving any building, house or other structure shall be changed, if requested by the police or fire department or the superintendent of utilities.

(c)

*To be accompanied by police officer if required.* No building, house or other structure shall be moved unless accompanied by a police officer, if required by the city designee.

(d)

*Flagmen; flares and lights; leaving building on public property.* When any moving of a house, building or other structure is commenced, flagmen must be posted ahead of and behind such moving to give proper warning. In the event it becomes necessary to leave the building or structure on public property, there shall be placed around the same, and all equipment used therefor, red lights, flares or other warning devices; provided that no building or structure shall be allowed to remain stationary on and in the streets and ways; provided further, however, in cases of emergency, such building or structure may remain stationary for not more than six hours. Any moving at night must be accompanied by sufficient lights and flares continually burning for the protection of the public.

(e)

*Requirements for buildings relocated within city; permit required.* Any person desiring to relocate an existing house, building or other structure to property inside the city shall obtain the necessary permits required by this chapter from the city designee. Such permits are in addition to the permit required by [section 150-131](#).

(f)

*Prerequisites.* No person shall move any house, building or other structure and relocate the same within the city, unless the following conditions exist:

(1)

The existing structure is structurally sound and all windows, doors and trim are in place or will be replaced before occupancy and use;

(2)

Any structure intended for residential occupancy has or will have interior sanitary toilet facilities (flush toilet, lavatory, bathtub or shower), hot and cold water facilities, and kitchen sink with hot and cold water with all sewage and waste discharge connected to the sanitary sewer system of the city, or if a sanitary sewer main is not accessible to the property or within 150 feet, then to an approved septic tank;

(3)

The building, plumbing, electrical, heating and air conditioning in or to be constructed in the relocated structure complies with all applicable provisions of this Code, state law and city ordinances, rules and regulations;

(4)

The structure shall not be deemed to be substandard or dilapidated within the meaning, intent or purpose of the housing code of the city; and

(5)

Underpinning is required.

(g)

*Compliance.* It shall be unlawful for any person to occupy and use any existing house, building or structure that has been moved and relocated on property inside the city, unless the provisions of this subchapter have been fully complied with and final approval has been issued by the city designee. No utilities may be connected to any such house, building or structure until and unless the provisions of this chapter have been complied with.

(Prior Code, §§ 3.08.001—3.08.007)

**Cross reference**— Penalty, see [§ 150-999](#).

**State Law reference**— Authority of home-rule municipality to regulate movement of building on streets, see Tex. Transportation Code, § 311.005.

- **Section 1. Adoption of 2021 International Fire Code.** That a certain document, three (3) copies of which are on file in the office of the City Secretary of Henderson, Texas, being marked and designated as the International Fire Code, 2021 edition, including Appendix B, C, D, E, F, G and H, as published by the International Code Council, be and is hereby adopted as the Fire Code of the City of Henderson in the State of Texas, for regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling, and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of

buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the City of

- Henderson are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any, prescribed in Section 2 of this ordinance. However, adoption of such code shall not repeal any portions of Chapter 5 of the Code of Ordinances of the City of Henderson, Texas, other
- than Section 5.03.00 I, and such unrepealed sections shall prevail in case of conflict with any provisions of said Fire Code.
- **Section 2. Revisions.** The following sections of the International Fire Code are hereby revised:
  - Section 101.1: Insert: City of Henderson.
  - Section 109.4: Insert: Class C Misdemeanor, \$2,000.00; and -0-. Section 111.4: Insert: \$100.00 and \$2,000.00.
- **Section 3. Geographic Limits.** That the geographic limits referred to in certain sections of the 2012 International Fire Code are hereby established as follows:
  - Section 5504.3.1.1.3: Storage of flammable cryogenic fluids in stationary containers is prohibited in the City of Henderson, Texas, except in Zoning District 1-1 and 1-2.
  - Section 5704.2.9.6. 1: Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in the City of Henderson, Texas, except in Zoning Districts 1-1, 1-2 C-3, and RE.
  - Section 6104.2: Storage of liquefied petroleum gas is prohibited in the City of Henderson, Texas, except in Zoning districts 1-1 and 1-2.

- **Sec. 150-131. - Permit.**

(a)

*Required.* It shall be unlawful for any person to move or cause to be moved a house, building or other structure from one location to another within the city limits, or to move a house, building or other structure from without the city limits to a location within the city, or to move a house,

building or other structure within the city to a point without the city, without first securing a permit therefor from the city designee.

(b)

*Application.* Application for a permit required by this section shall be filed with the city designee on a form provided for that purpose.

(c)

*Insurance.* The permittee shall provide proof of current insurance for motor carriers in the amount of \$500,000.00 per incident. Permittee shall also be required to furnish a surety bond in the amount of \$5,000.00 with the power of attorney to use bond for damages if necessary.

(d)

*Issuance.* The city designee shall issue the permit applied for under the provisions of this section upon payment of the required fee and filing of the required insurance, if the city designee finds that the moving contemplated by the application can be accomplished in accordance with this subchapter, and that the building, when relocated, will meet the requirements of this subchapter.

(e)

*Form and conditions.* A permit issued under the provisions of this section shall be in such form and contain such conditions as the city council may, from time to time prescribe and require; provided that each such permit, whether expressly stated therein or not, shall be issued on the condition that the permit holder will pay all damage done to any city street, alley or way or any other public or private property, directly or indirectly.

(f)

*Term.* A permit issued under the provisions of this section shall be valid for the time stated therein only.

(g)

*Transfer prohibited.* It shall be unlawful for any person securing a permit under the provisions of this division to lend, rent or transfer such permit, or for any other person to make use of such permit.

(Prior Code, §§ 3.08.031—3.08.037; Ord. 08-03-01, passed 2-26-2008)

**Cross reference—** Penalty, see [§ 150-999](#).

- **Secs. 150-132—150-149. - Reserved.**

Section 4: Repealer. That Section No. 5.03.00] of the Code of Ordinances of the City of Henderson, Texas, is hereby repealed.

**Section 5. Severability.** That if any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared invalid.

**Section 6. Continuation of Rights.** That nothing in this ordinance or in the Fire Code hereby adopted shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 4 of this ordinance.

**Section 7. Publication.** That the City Secretary is hereby ordered and directed to cause this ordinance to be published as required by law.

**Section 8. Effective Date.** That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect from and after the date of its final passage, adoption, and publication.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**PASSED, APPROVED AND ADOPTED** this \_\_\_ of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Cheryl Jimerson, City Secretary

\_\_\_\_\_  
Henry Pace, Mayor



# City Council

## Agenda Item # 7.

**SUBJECT:** Consideration and possible action upon a contract for the Henderson Fire Department to be compensated for expenses for responding to emergencies outside the city limits. (Ybarra)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** Fire Department

**CONTACT:** Sonny Ybarra, Fire Chief

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**RECOMMENDED CITY COUNCIL ACTION:  
ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:**

1. Henderson\_Service Agreement\_2025 - EMERGIFIRE -FINAL
2. Exhibit A Per Hour Rates

## AGREEMENT FOR FIRE/EMERGENCY RESPONSE BILLING

This Agreement for Fire/Emergency Response Billing (this “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between EmergiFire, LLC (“EmergiFire”), a Texas limited liability corporation and City of Henderson, a Texas Municipality (“Client”).

In consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties, intending to be legally bound, agree as follows:

1. Appointment. Client hereby engages EmergiFire to exclusively perform the third-party billing and accounts receivable management described in Paragraph 2 of this Agreement and EmergiFire accepts such exclusive appointment and agrees to provide such services in accordance with the terms of this Agreement. Client agrees that it will not enter into any contract, agreement, arrangement or understanding with any other person or entity, the purpose of which is to provide for the same or substantially similar services during the term of the Agreement, unless the parties agree otherwise as set forth in writing in an Addendum to this Agreement. For purposes of the appointment, the recitals set forth above are incorporated by reference and made a part of this Agreement as if set forth in their entirety.

2. Fire/Emergency Response Billing Services. EmergiFire agrees to perform the following duties (collectively referred to as the “Services”) on behalf of Client:

a. Provide Client with instructions for the submission of Required Documentation to EmergiFire. For purposes of this Agreement, “Required Documentation” shall consist of any fire management software acceptable to Client and direct contact information to obtain the law enforcement report and other documentation necessary for EmergiFire to perform the Fire/Emergency Response Billing Services under this Agreement. All Required Documentation must be in accordance with applicable laws and regulations.

b. Review the Required Documentation, based on the information supplied by Client, for completeness and eligibility for submission to request reimbursement and to verify compliance under applicable laws, or regulations, based upon EmergiFire's understanding of said laws, or regulations applicable to the date the emergency response services were rendered. If any Required Documentation is missing, EmergiFire will request necessary documentation from Client.

c. Promptly prepare and submit claims deemed complete and eligible for reimbursement by EmergiFire in conformance with this Agreement for electronic or paper submission to the responsible party or payer based on the information supplied by Client. In the event that EmergiFire deems the Required Documentation to be incomplete or inconsistent, EmergiFire will notify Client that additional information may be required to process the claim. EmergiFire will decide regarding the appropriate submission of the claim based on the information supplied by Client. Client understands and acknowledges that not all accounts will satisfy the eligibility requirements for reimbursement and that it might not be possible to obtain reimbursement in all cases. EmergiFire makes no representation or warranty that all claims are payable or will be paid, and Client agrees to abide by EmergiFire's decisions regarding claim submission based on the information provided to EmergiFire by Client.

d. Promptly post payments made on Client's behalf by insurers and others.

e. Provide monthly reports to Client, which include, at a minimum, charges in the month, payments received in the month and accounts receivable.

f. Accept and clear payments on behalf of Client by check, ACH, wire, electronic funds transfer or other means of payment. EmergiFire shall in its sole discretion determine which credit cards, if any, it will accept.

3. Specifically Excluded Duties of EmergiFire. Notwithstanding any provisions of this Agreement to the contrary, EmergiFire shall *not* be responsible to:

a. Provide legal advice or legal services to Client, or anyone acting on Client's behalf.

4. Responsibilities of Client. Client agrees to do the following, at its sole cost and expense:

a. Provide EmergiFire with all Required Documentation, as set forth in Paragraph 2(a), above, as well as the following data: Involved Party's Name and Address, Driver's License number, Date of Birth, Date of Incident, Services Rendered (including response vehicles, personnel, activities of responders, etc.), Beginning and Ending Response/Incident Times and any other relevant information, *if* not already provided on Police Report or other similar report(s). Client acknowledges that EmergiFire must rely upon the accuracy and completeness of the documentation provided by Client to allow EmergiFire to perform the Fire/Emergency Response Billing Services specified in this Agreement. EmergiFire is not in a position to verify the accuracy or completeness of the Required Documentation provided by Client.

b. Maintain its qualifications, if required, to provide emergency response services, including any required local, state and/or federal licenses, permits, certificates, or enrollments (collectively, "Licenses"), and to remain in good standing with any required state and federal emergency response programs. Client will provide copies of all current Licenses, including renewals, to EmergiFire. Client will promptly notify EmergiFire of any suspension or revocation of any required license, permit, certification or enrollment, or exclusion from any state or federal program or any change in ownership or management of Client.

c. Provide EmergiFire with a copy of all Client applicable ordinances for emergency response services.

d. Report all payments made directly to Client within twenty-four (24) hours of Client's receipt of same.

e. Cooperate reasonably with EmergiFire to enable EmergiFire to meet its obligations under this Agreement. If Client's approval is required for EmergiFire to fulfill any obligations it may have under this Agreement, Client shall not unreasonably withhold, condition, or delay its approval.

f. In writing, notify EmergiFire of any customized needs (reporting, scheduling, etc.). Client understands that the processing of customized needs may entail additional charges to Client by EmergiFire.

g. Designate a contact person, authorized to transact business on behalf of Client, who can promptly respond to any questions raised by EmergiFire, or who can execute required forms and other documents necessary to the provision of Services by EmergiFire under this Agreement.

h. Designate a law enforcement contact person who can promptly respond to any document requests by EmergiFire necessary to the provision of emergency response services by EmergiFire under this Agreement.

i. Agree to permit EmergiFire to provide training to Client personnel if EmergiFire and Client agree that such training is necessary and/or desirable at a cost to be mutually agreed upon by the parties. Such expenses shall be mutually agreed upon by the parties.

j. Provide electronic transfer of emergency response data in an acceptable electronic format to EmergiFire. Client agrees to bear all cost of the development and implementation of the electronic software "bridge" as agreed upon by and in conjunction with EmergiFire information technology personnel, representatives, or contractors.

k. To the extent allowed by law, Client will defend and hold harmless EmergiFire and each of its officers, directors, employees, attorneys, and agents, to the extent allowed by applicable law, from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action which arise or result from:

i. Any breach or violation of covenant, obligation or agreement made by

Client in this Agreement or in performing its responsibilities under this Agreement.

- ii. Both parties agree that defense of breach or violation of the Agreement by Client under this Section 4.q. does not constitute the Client's incurrence of a debt in violation of Article XI Section 7 A. of the Texas Constitution and defined by the Supreme Court in *Tex. & New Orleans R.R. Co. v. Galveston County*, 169 S.W.2d 713, 715 (Tex. 1943).

5. Record Ownership and Access.

a. Client understands that all documentation provided to EmergiFire by Client, whether in paper and/or electronic form, is for the sole and express purpose of permitting EmergiFire to provide Fire/Emergency Response Billing Services under this Agreement and none other. It is Client's responsibility to maintain all its documents and business records, including copies of any documents or records provided to EmergiFire ("Client-Provided Records"). EmergiFire does not act as Client's records custodian.

b. During the term of this Agreement, EmergiFire shall, upon Client's written request, provide to Client, in electronic format and within 14 days of receipt of such written request, copies of any Client-Provided Records furnished to EmergiFire by Client, and to any Claim Adjudication Documents generated by and received from insurers or payers in response to claims submitted by EmergiFire on Client's behalf. "Claim Adjudication Documents" shall consist of the documents generated secondary to claim submission in the normal course of claim processing.

c. Any documents, data, records or information compiled in the course of EmergiFire's provision of Fire/Emergency Response Billing Services under this Agreement, other than those Client-Provided Records and Claim Adjudication Documents defined in Paragraphs 5(a) and (b) above, shall be the sole and exclusive property of EmergiFire and shall be considered the business and/or proprietary records of EmergiFire. EmergiFire shall have no obligation to furnish any such business or proprietary records of EmergiFire to Client, and Client shall have a right of access only to the Client-Provided Records and Claim Adjudication Documents as defined in Paragraphs 5(a) and (b), above.

d. If Client or a third party requests any documents or records to which Client or the third party has a right of access under Paragraphs 5(a) and (b) of this Agreement, and such documents cannot be provided to Client or the third party in electronic form, EmergiFire may charge Client the per-copy amount, mutually agreed upon by the Parties, for medical records permitted under applicable law at the time of Client's request.

e. Should this Agreement be terminated for any reason, all documents and records to which Client has a right of access under Paragraphs 5(a) and (b) of this Agreement shall be maintained in electronic format at a site convenient to EmergiFire for a reasonable amount of time for follow-up of all open claims, but in any event not to exceed one hundred- twenty (120) days following the effective date of termination of this Agreement. Electronic or paper copies, as per Paragraph 5(d) hereof, of the records to which Client has a right of access under Paragraphs 5(a) and (b) will be made available to Client, at Client's sole cost and expense, at the Client's

written request provided that Client makes such request within sixty (60) days following termination of the Agreement. EmergiFire shall have absolutely no responsibility whatsoever after termination of this Agreement to provide any monthly reports or other such EmergiFire-generated reports to Client except as to outstanding claims.

f. Upon termination of this Agreement, Client is responsible to notify all parties of its new address, phone and/or fax numbers for billing or payment purposes. Notwithstanding any other provisions of this Agreement to the contrary, EmergiFire will not be responsible for mail, deliveries, faxes, messages or other communications sent in Client's name to EmergiFire after the effective termination date of this Agreement, and EmergiFire shall have no duty to accept, maintain, copy, deliver or forward any such communications to Client following termination of this Agreement unless they relate to outstanding claims at the time of termination.

g. Costs for copies of documents required and/or requested by Client beyond the requirement of the normal daily claim handling requirements will be invoiced to Client by EmergiFire at a per copy price to be mutually agreed upon by the parties.

6. Client Accounting and Auditing Requirements. If Client requires EmergiFire's assistance in Client's accounting or other internal audits, EmergiFire will charge Client for said audit support services to be established by mutual agreement of the parties. Upon written request of Client for same, EmergiFire shall furnish estimated costs to Client in writing prior to undertaking any work pursuant to this Paragraph.

7. Term and Termination.

a. This Agreement is for an initial term of one year and will automatically renew for successive like terms unless terminated hereunder.

b. This Agreement may be terminated with or without cause, by either party, upon written notice to the other party with thirty (30) days' notice.

c. This Agreement may be terminated by EmergiFire immediately upon written notice to Client for any of the following reasons:

- i. If Client makes an assignment for the benefit of creditors, files a voluntary or involuntary petition in bankruptcy, is adjudicated insolvent or bankrupt, petitions or applies to any tribunal for the appointment of any receiver of any trustee over its assets or properties, commences any proceeding under any reorganization, arrangement, readjustment of debt or similar law or statute of any jurisdiction, whether now or hereafter in effect, or if there is commenced against the other party any such proceeding which remains un-dismissed, un-stayed, or the other party by any act or any omission to act indicated its consent to, approval of or acquiescence in any such proceeding or the appointment of any receiver or of any trustee, or suffers any such receivership or trusteeship to continue undischarged, un-stayed, or un-vacated for a period of thirty (30) days.

- ii. If Client loses its license, permit, or certification necessary to do business.
- iii. If Client fails to perform any of its responsibilities as set forth in this Agreement, fails to pay EmergiFire for its Fire/Emergency Response Billing Services within thirty (30) days of the date such payment becomes due., takes any actions which EmergiFire, in its sole discretion, determines to be unethical, illegal, immoral or non-compliant, or fails to cooperate with EmergiFire in any way that prevents, impedes, obstructs or delays EmergiFire in the performance of the Fire/Emergency Response Billing Services set forth in this Agreement.

d. Upon termination for any reason, EmergiFire shall perform follow-up on any open accounts submitted by EmergiFire on Client's behalf for a period not to exceed ninety (90) days from the date of termination. EmergiFire shall have no responsibility to perform such follow-up in the event Client takes any actions which prevent EmergiFire from engaging in such follow-up.

e. Upon termination for any reason, Client shall be responsible to pay the fees set forth in Paragraph 10 below, for all revenues collected by EmergiFire on Client's behalf during the 90-day follow-up period set forth in Paragraph 7(d) above. After notice of termination is given, all EmergiFire invoices are due and payable by Client within fifteen (15) days of same

8. External and Internal Audits.

a. Client shall immediately notify EmergiFire if there has been any audit, review or any investigation or other formal inquiry into the billing practices of Client and/or EmergiFire, or claims submitted by EmergiFire on behalf of Client, where such audit or investigation is or appears to have been initiated by any governmental agency, insurer, payer, carrier, or other agency or entity authorized to carry out any such audit or investigation. This obligation shall survive termination of this Agreement for a period of one (1) year.

b. The Client bears sole responsibility for obtaining and paying for any legal or consulting assistance necessary in defending itself in any such audit or investigation unless such audit or investigation is related to EmergiFire's business practices. EmergiFire shall assist Client in producing any records, reports or documents in its possession which pertain to the audit or investigation and may charge Client a reasonable fee for copying, preparation, assembly or retrieval of such documents or reports. EmergiFire shall have no obligation to perform any duties under this Paragraph 8(b) following termination of this Agreement for any reason.

c. Client is solely responsible for repaying any overpayments or recoupments sought or imposed by any insurer, carrier or governmental agency or contractor, including interest, civil monetary penalties, fines, or other such assessments.

9. Disposition of Funds.

a. All funds EmergiFire receives shall be made in the name of Client and deposited and cleared by EmergiFire into a bank account owned by EmergiFire. Funds are

forwarded monthly to Client or deposited into a Client account as directed by Client less EmergiFire's fees.

b. If Client desires that payments be made by utilizing credit cards, then EmergiFire shall accept credit card payments on behalf of Client's in a manner that is secure and agreed upon by the parties, and only to the extent possible and feasible.

10. Compensation.

a. In exchange for the Fire/Emergency Response Billing Services described in this Agreement, Client shall pay EmergiFire a fee equivalent to eighteen percent (18.0%) of all revenues collected by EmergiFire on behalf of Client. Credit card payments accepted by EmergiFire will be charged an additional two percent (2.0%) unless it has been offset by a convenience fee.

b. If Client instructs EmergiFire to collect on an account(s) initially billed by another contractor or by Client's own collections team, EmergiFire shall be compensated and paid for the collection efforts on said account in accordance with the following schedule: Twenty-five Percent (25%) of the total amount collected on the account.

c. If applicable, EmergiFire shall submit invoices to Client on a periodic basis established by EmergiFire mutually agreed upon. Invoices are to be paid by Client within thirty (30) days of the invoice date. EmergiFire reserves the right to add simple interest at an annual rate of 18%, compounded monthly, on all where EmergiFire has not received payment within thirty (30) days of the date of its invoice unless Client has not received funds.

d. If Client is obligated to refund any payment, EmergiFire's fees shall not be credited or refunded to Client unless said refund is related to any action on inaction by EmergiFire

e. After the first of each new calendar year, if thirty (30) days' notice is given to the Client by EmergiFire the parties may discuss any fee increase proposed by EmergiFire.

11. Indemnification and Insurance.

a. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, Client shall hold harmless, indemnify and defend EmergiFire and/or its employees, officers, directors and agents from and against any and all costs, claims, losses, damages, liabilities, expenses, judgments, penalties, fines, and causes of action to the extent caused by any negligent act or omission on the part of Client or its agents, servants, volunteers, contractors or employees which has been established by a Court of competent jurisdiction. This provision shall include all costs and disbursements, including without limitation court costs and reasonable attorneys' fees after entry of final judgement of the same.

b. In addition to any specific indemnification provisions set forth in this Agreement, to the extent allowed by law, EmergiFire shall hold harmless, indemnify and defend Client and/or its employees, officers, directors and agents from and against any and all costs,

claims, losses, damages, liabilities, expenses, judgments, penalties, fines and causes of action to the extent caused by any negligent act or omission, or willful or grossly negligent misconduct of any EmergiFire agent, servant, contractor or employee and which relate to the Fire/Emergency Response Billing Services performed by EmergiFire under this Agreement.

c. EmergiFire shall maintain general liability and errors and omissions insurance coverage, naming Client as an additional insured, in an amount not less than \$1,000,000 per event or claim. EmergiFire shall provide proof of such coverage to Client upon reasonable written or email request for same.

d. Where any provision of this Agreement obligates either party to defend, indemnify and/or hold harmless, such agreement shall include any claims, losses, assessments, or damages of any kind, and shall apply equally to that party and to its employees, owners, agents, contractors, attorneys, consultants, accountants, and servants.

12. Confidentiality. Neither EmergiFire nor Client shall, during the term of this Agreement or for any extension hereof, for any reason, disclose to any third parties any proprietary information regarding the other party unless required to do so by law, regulation, or subpoena. For purposes of this Agreement, “proprietary information” shall include, but not be limited to, pricing or rate information, information pertaining to contracts with payers, insurers or other such parties, audit requests, audit results, billing processes, client lists, or other such information.

13. Compliance.

a. Both parties agree to conduct their activities and operations in compliance with all state and federal statutes, rules, and regulations applicable to emergency response services billing activities. If either party becomes aware of a violation of any such state or federal laws or regulations or of a questionable claim or claim practice agrees to notify the other party within fifteen (15) days so the other party may appropriately address the matter.

b. The parties recognize that this Agreement is always subject to applicable state, local, and federal laws and shall be construed accordingly. The parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.

14. Independent Contractor Relationship. EmergiFire and Client stand in an independent contractor relationship to one another and shall not be considered as joint ventures or partners, and nothing herein shall be construed to authorize either party to act as general agent for the other. There is no liability on the part of either party to any entity for any debts, liabilities or obligations incurred by or on behalf of the other party.

15. Prevention of Performance. If a party's obligation to perform any duty hereunder is rendered impossible of performance due to any cause beyond such party's control, including, without limitation, an act of God, war, civil disturbance, fire or casualty, labor dispute, hardware or software failures beyond the party's control, or governmental rule, such party, for so long as such condition exists, shall be excused from such performance, provided it promptly provides the other party with written notice of its inability to perform stating the reasons for such inability and provided that the party takes all appropriate steps as soon as reasonably practicable upon the termination of such condition to recommence performance.

16. Assignment. This Agreement may not be assigned by EmergiFire without thirty (30) days prior notice to Client to any successors or assigns of EmergiFire. This Agreement may not be assigned by either party without the express written consent of both parties. This Agreement shall be binding upon all successors and assigns.

17. Notices. Notices required to be given under this Agreement shall be made to the parties at the following addresses and shall be presumed to have been received by the other party (i) three days after mailing by the party when notices are sent by first class mail, postage prepaid;



## EXHIBIT A

### **MITIGATION RATES BASED ON PER HOUR**

The mitigation rates below are average "billing levels", and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These rates are based on actual costs using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance). Labor rates include an average department's actual burdened labor costs and not just a firefighter's wage. These include wages, retirement, benefits, workers comp, etc.

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$584.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

##### **Level 2 - \$667.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **Level 3 - CAR FIRE - \$813.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled because of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,757.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department must free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$537.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates, for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

## HAZMAT

### Level 1 - \$943.00

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.

### Level 2 - \$3,369.00

**Intermediate Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decon center.

### Level 3 - \$7,953.00

**Advanced Response:** Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes 3 hours of on scene time - **each additional hour @ \$381.00 per HAZMAT team.**

## FIRES

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

### Includes:

- Scene Safety
- Investigation
- Fire / Hazard Control

This will be the most common "billing level". This occurs almost every time the fire department responds to an incident.

**OPTIONAL: A fire department has the option to bill each fire as an independent event with custom mitigation rates.**

**Itemized, per person, at various pay levels and for itemized products use.**

## **ILLEGAL FIRES**

**Assignment - \$538.00 per hour, per engine / \$673.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control). This will be the most common "billing level". This occurs almost every time the fire department responds to a water incident.

**Billed at \$538 plus \$66 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,077 plus \$66 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. Set up and removal of decon center, detection equipment, recovery and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene.

**Billed at \$2,665 plus \$66 per hour per rescue person, plus \$134 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** You have the option to bill each incident as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

## **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$538 plus \$66 per hour, per rescue person. Additional rates of \$538 per hour per response vehicle and \$66 per hour per rescue person.**

## **CHIEF RESPONSE**

This includes the set-up of Command, and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$337 per hour.**

## **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

### **ADDITIONAL TIME ON-SCENE (for all levels of service)**

Engine billed at \$538 per hour.

Truck billed at \$673 per hour.

Miscellaneous equipment billed at \$404.

## **MITIGATION RATE NOTES**

The mitigation rates above are average "billing levels" for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided.

These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and labor rates (an average department's "actual personnel expense" and not just a firefighter's basic wage). The actual personnel expense includes costs such as wages, retirement, benefits, workers comp, insurance, etc.



# City Council

## Agenda Item # 8.

**SUBJECT:** Consideration and possible action authorizing the Administration Department to begin the Bank depository bid process. (Kimbrell)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** Finance

**CONTACT:** Stephanie Kimbrell, Finance Director

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### RECOMMENDED CITY COUNCIL ACTION:

Staff recommends City Council authorize the Administration Department to solicit proposals for the City's Banking Depository Services and related banking services.

**ITEM SUMMARY:** The City of Henderson's current banking depository contract expires September 30, 2026. Approval of this item will authorize staff to advertise and solicit proposals for banking depository services as required by the City Charter. Proposals will be due August 11, 2026, and staff will return to City Council with a recommendation for award following evaluation of the proposals received.

**BACKGROUND INFORMATION:** Municipalities are required to receive proposals for depository banking services. The City of Henderson's Charter requires that such services shall be for no more than three years, with the option to extend the contract for an additional two years. The City's current depository contract expires September 30, 2026.

In order to comply with Charter requirements and ensure uninterrupted banking

services, staff is requesting authorization to advertise for banking depository services. The City will advertise for banking depository services with proposals due on Tuesday, August 11, 2026. Following the receipt and evaluation of proposals, staff will present a recommendation to City Council for designation of the City's depository institution and approval of the depository contract.

**SPECIAL CONSIDERATIONS:** The proposal process provides the City with an opportunity to evaluate available banking services, collateralization requirements, interest earnings, treasury management services, technology offerings, and overall value to the City.

**SUPPORTING MATERIALS:** None



# City Council

## Agenda Item # 9.

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

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** HEDCO

**CONTACT:** Bret Gardella, HEDCO Director

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**RECOMMENDED CITY COUNCIL ACTION:** To review and approve the 04.2026 financials

**ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:**

1. HEDCO Financials (Updated thru 04-30-2026)
2. Board\_Report\_Revenue\_Expenses\_04.2026 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	<b>TYPE B EDC</b>											
2	Budget approved by HEDCO		08.19.2025												
3	Budget approved by Council		09.16.2025												
4	Budget amended:				04.30.26	Checking Acct. #1963 Bal.	\$	4,635,588.51							
5															
6				Approved	Final Budget	Approved Budget		Y-T-D							
7				Budget	Budget	BUDGET	7-Month Ended	2025-2026	% Of						
8	Acct.#	Description		2024-2025	2024-2025	2025-2026	04.30.26	04.30.26	Budget	Notes					
9						12	7	7	33%	Percent of year completed					
10	<b>REVENUE</b>														
11	3010	Sales Tax Revenues Type B		\$	1,900,000.00	\$	2,017,371.10	\$	1,900,000.00	\$	155,181.40	\$	1,179,163.49	62%	
12	3025	Interest Income		\$	115,000.00	\$	18,859.51	\$	115,000.00	\$	13,735.67	\$	97,596.44	85%	
13	3030	Land Sales		\$	923,599.00	\$	-	\$	-	\$	-	\$	-	0%	
14	3090	Other (Misc) Revenue		\$	5,000.00	\$	-	\$	50,000.00	\$		\$	99,386.25	199%	Predicted Revenue from Timber being cut on (Jenkins/Jim Allen Estate Tracts)
15	<b>TOTAL REVENUE</b>			\$	2,943,599.00	\$	2,036,230.61	\$	2,065,000.00	\$	168,917.07	\$	1,376,146.18	67%	
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. <b>Pmt. Deferred for 15 years until 2037.</b>
18															

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	7-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	04.30.26	04.30.26	Budget	Notes
19	<b>EXPENDITURES</b>										
20	<b>Economic Development Expenses</b>										
21	6101		Sadlers Performance	\$ -	\$ -		\$ -		\$ 35,000.00	0%	next and final payment due to be paid out in 2027
22	6102		Wiseman Performance	\$ -	\$ -		\$ 50,000.00			0%	3yrs @50k a yr (years 2026,2027,2028)
23	6116		Henderson Canvas Products, Inc.	\$ -	\$ -		\$ 30,000.00	\$ -	\$ -	0%	Job creation incentive, 6-jobs @ \$5,000 /job. Forgiveable loan executed March 2021. \$30,000 forgivable Loan in A/R
24	6119		High Demand Job Training Grant	\$ 100,000.00	\$ 30,788.50		\$ 150,000.00	\$ -	\$ -	0%	
25	6126		Scout Crossing	\$ 99,000.00	\$ 99,000.00		\$ -		\$ 44,320.00		will need BUDGET Amendment 25-26
26	6190		Matching Grants for Business Retention - Industrial Park	\$ 150,000.00	\$ 106,209.21		\$ 150,000.00		\$ 62,584.81	42%	
27	6191		Small Business Matching Grant	\$ 100,000.00	\$ 76,475.85		\$ 250,000.00		\$ 51,385.85	21%	
28	6192		FMC Performance Agreement	\$ -	\$ -		\$ -		\$ 35,750.00		will need BUDGET Amendment 25-26
29	6200		Business Incentives for new or existing businesses	\$ 500,000.00	\$ 22,000.00		\$ 1,000,000.00		\$ 52,500.00	5%	
30			<b>Total Economic Development Expenses</b>	\$ 949,000.00	\$ 334,473.56		\$ 1,630,000.00	\$ -	\$ 281,540.66	17%	
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	7-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	04.30.26	04.30.26	Budget	Notes
32	<b>Supplies, Office Expenses and Professional Services</b>										
33	6501		Accounting (Monthly Bookkeeping + Annual Audit)	\$ 14,000.00	\$ 13,970.00		\$ 20,000.00	\$ 600.00	\$ 3,765.00	19%	
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	\$ 260.00	\$ 2,977.50	12%	
36	6504		Office Expenses	\$ 8,744.17	\$ 8,744.17		\$ 15,000.00	\$ 118.29	\$ 1,244.83	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	\$ 111.60	\$ 924.54	46%	
40	6508		Utilities				\$ -	\$ 532.23	\$ 1,257.25		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	\$ 14,730.00	\$ 46,385.00	46%	
42	<b>Subtotal - Supplies, Office Expenses and Professional Services</b>			\$ 151,289.17	\$ 29,439.22		\$ 165,485.00	\$ 16,352.12	\$ 60,719.56	40%	

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	7-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	04.30.26	04.30.26	Budget	Notes
43											
44	<b>Personnel Expenses</b>										
45	7001		Contract Labor - Executive Director (with City)	\$ 229,758.13	\$ 229,758.13		\$ 220,947.79	\$ 19,059.06	\$ 123,883.21	56%	
46	7010		Contract Labor - Dir. of Marketing/Business Dev.	\$ 106,469.30	\$ 106,469.30		\$ 99,154.67	\$ 9,601.36	\$ 62,408.84	63%	
47	7020		Contract Labor - Office Manager	\$ 90,467.86	\$ 90,467.86		\$ 81,696.91	\$ 7,842.99	\$ 50,979.42	62%	
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	\$ 30,461.52	85%	
50			<b>Subtotal - Personnel Expenses</b>	<b>\$ 492,695.29</b>	<b>\$ 450,132.11</b>		<b>\$ 467,799.37</b>	<b>\$ 39,272.65</b>	<b>\$ 267,732.99</b>	<b>57%</b>	
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	7-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	04.30.26	04.30.26	Budget	Notes
52	<b>Program Expenses</b>										
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	\$ 4,651.20	\$ 38,076.93	32%	
56	7204		Meetings and Entertainment	\$ 10,000.00	\$ 2,958.54		\$ 10,000.00	\$ 86.38	\$ 4,192.10	42%	
57	7205		Dues, Memberships & Subscriptions	\$ 41,609.47	\$ 41,609.47		\$ 65,000.00	\$ (3,435.00)	\$ 54,379.81	84%	
58	7206		Confrences & Training	\$ 52,479.02	\$ 52,479.02		\$ 60,000.00	\$ 5,468.02	\$ 27,329.72	46%	
59	7210		Business Recruitment	\$ -	\$ -		\$ 100,000.00	\$ 4,660.60	\$ 53,090.59	53%	
60			<b>Subtotal - Program Expenses</b>	<b>\$ 264,202.43</b>	<b>\$ 254,685.97</b>		<b>\$ 370,000.00</b>	<b>\$ 11,431.20</b>	<b>\$ 177,069.15</b>	<b>48%</b>	
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	7-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	04.30.26	04.30.26	Budget	Notes
62	<b>Repairs and Maintenance (Non-Capital Expenses)</b>										
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	\$ 12,000.00	5%	
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			<b>Subtotal - Repairs and Maintenance (Non-Capital)</b>	\$ 630,500.00	\$ 188,567.80		\$ 405,500.00	\$ 2,950.00	\$ 12,000.00	3%	
68											
69	<b>TOTAL EXPENSES</b>			\$ 2,487,686.89	\$ 1,257,298.66		\$ 3,038,784.37	\$ 70,005.97	\$ 799,062.36	26%	
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	7-Month Ended	2025-2026	% Of	
8	Acct.#		Description	2024-2025	2024-2025		2025-2026	04.30.26	04.30.26	Budget	Notes
71	<b>CAPITAL OUTLAY</b>										
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	\$ 229,543.64	\$ 379,595.77	38%	
74	7504		Contracted Building-Design & Construction	\$ 2,500,000.00	\$ -		\$ 2,500,000.00	\$ -	\$ -	0%	
75			<b>Total Capital Outlay</b>	\$ 4,302,000.00	\$ 1,387,586.18		\$ 3,730,000.00	\$ 229,543.64	\$ 379,595.77	10%	
76											
77	<b>TOTAL EXPENDITURES (Expenses + Capital Outlay)</b>			\$ 6,789,686.89	\$ 2,644,884.84		\$ 6,768,784.37	\$ 299,549.61	\$ 1,178,658.13	17%	
78	<b>Totals</b>										
79			<b>Total Revenues</b>	\$ 2,943,599.00	2,036,230.61		\$ 2,065,000.00	\$ -	\$ 1,376,146.18	67%	
80			<b>(Less) Total Expenditures</b>	\$ 6,789,686.89	2,644,884.84		\$ 6,768,784.37		\$ 197,488.05	3%	
81	<b>Net Increase/Decrease in Unrestricted Net Assets</b>			\$ (3,846,087.89)	(608,654.23)		\$ (4,703,784.37)		\$ 1,178,658.13	-25%	
82			Receivable for Loan - Rusk County Rural Rail District	\$ -	\$ -		\$ -	\$ -	\$ -	0%	Agreement to defer for 15 years until the year 2037.
83			<b>Total Available to Contribute to Fund Balance</b>	\$ (3,846,087.89)	(608,654.23)		\$ (4,703,784.37)	\$ -	\$ 1,178,658.13	-25%	Operating income less operating expenses
84											
85	<b>Potential Transfer From Fund Balance</b>										
86											
87	<b>FINAL BALANCE</b>			\$ (3,846,087.89)	(608,654.23)		\$ (4,703,784.37)	\$ -	\$ 1,178,658.13	-25%	

## Revenue & Expense Report

Reporting Date: 04.2026

### Revenue

Category	Amount (\$)
Total Revenue	168,917.07

### Expenses

Category	Amount (\$)
EDC Expenses	0.00
Supplies, Office Expenses & Professional Services	16,352.12
Personnel Expenses	39,272.65
Program Expenses	11,431.20
Capital Outlay	2,950.00
Total Expenses	229,543.64

### Summary

Net Revenue	130,632.54
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# City Council

## Agenda Item # 10.

**SUBJECT:** Consideration and possible action upon the Performance Agreement between HEDCO & Atwoods Distributing, LP. (Gardella)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** HEDCO

**CONTACT:** Bret Gardella, HEDCO Director

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**RECOMMENDED CITY COUNCIL ACTION:** Review and approve the performance agreement.

**ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:**

1. 7. Atwoods Performance Agreement 4.0



## 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 ATWOODS DISTRIBUTING, LP of 500 South Garland, Enid, Oklahoma 73703 (“ATWOODS”).

### WITNESSETH

**WHEREAS**, HEDCO exists to encourage economic growth, expansion of business entities and the creation & retention of jobs for citizens of the City of Henderson, Texas; and

**WHEREAS**, ATWOODS is a ranch and home goods retailer with more than eighty locations serving customers in Oklahoma, Texas, Arkansas, Missouri and Kansas from its base of operation in Enid, Oklahoma for more than sixty years; and

**WHEREAS**, ATWOODS, subject to the terms and conditions of the Agreement, has agreed to invest not less than \$10 million to construct, staff and operate a new retail facility in Henderson, Texas that is projected to create at least twenty-four (24) full-time equivalent employment positions and to ultimately generate an average of \$12 million of gross annual sales (the “Project”); and

**WHEREAS**, pursuant to § 501.101(1)-(2) of the Texas Local Government Code, the Project includes expenditures for land, buildings, equipment, facilities, expenditures, targeted infrastructure and improvements that are for the creation or retention of primary jobs and which the HEDCO Board of Directors finds to be required or suitable for the development, retention or expansion of manufacturing & industrial facilities; research & development facilities; transportation facilities; distribution centers; warehouse facilities and/or regional or national corporate headquarters facilities in Henderson, Texas.

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

## THE INCENTIVE

1. Within thirty (30) days after the execution of this Agreement (the “Closing Date”), HEDCO will convey to ATWOODS by special warranty deed that certain \_\_\_\_\_ acre parcel more particularly depicted on the survey attached here to as Exhibit A (the “Property”). The conveyance shall be “where-is” and “as-is” without warranties or representations of any kind other than the warranty of title in the special warranty deed; provided, the Property will be conveyed to ATWOODS free from any deed of trust or other monetary lien or encumbrance other than as provided herein. ATWOODS may extend the Closing Date for up to an additional sixty (60) days by written notice to HEDCO.
2. Within twelve (12) months after the conveyance of the Property to ATWOODS, ATWOODS will complete construction and commence operation of a new retail facility (the “Store”) on the Property at an expected cost of not less than \$10 million.
3. Upon completion of construction of the Store and presentation of satisfactory documentation, HEDCO shall reimburse up to \$400,000.00 of costs incurred by ATWOODS to design & construct onsite water/sewer and stormwater infrastructure and landscape the parking lot and gated entrance points. ATWOODS agrees to cooperate with HEDCO to ensure that the siting and appearance of the Store and surrounding grounds are suitable for HEDCO’s plans for additional development of the Property it being understood that the Store will be based on the current ATWOOD’s prototype for its stores.
4. Within twelve (12) months of its receipt of a certificate of occupancy for the Store from the City of Henderson, ATWOODS shall create & fill not less than twenty-four (24) full-time equivalent employment positions at the Store including a store manager, two (2) assistant managers and four to six (4-6) department heads. Full time equivalent employment positions means (a) full-time employees (defined below) plus (b) FTEs. “FTE” means a unit of measurement equal to thirty-five (35) hours or work performed at the Store during a given week by part-time employees. The aggregate hours worked by part-time employees at the Store during a week may be combined and divided by thirty-five (35) to determine the number of FTEs attributable to such part-time employees with the resulting quotient counted toward the minimum FTE requirement expressed in tenths.

## **THE PROMISSORY NOTE**

5. In consideration of HEDCO's conveyance of the Property and its contributions toward the design, construction and landscaping costs, ATWOODS shall execute a promissory note payable to HEDCO in the principal amount of \$500,000.00 (the "Note"). The Note shall be non-interest bearing. The Note shall be secured by a vendor's lien and a first-lien deed of trust upon the Property. Upon request, HEDCO will subordinate such liens in favor of a construction lender for the Store.
  
6. Except as otherwise provided herein, the Note shall be payable in two (2) installments of \$250,000.00. The payments shall be due on December 31, 2027 and December 31, 2028. If ATWOODS invests \$10 million to construct & equip the Store and creates & fills twenty-four (24) full-time equivalent employment positions at the Store by December 31, 2027, the December 31, 2027 payment of \$250,000.00 will be deemed to have been paid. HEDCO shall credit an additional \$250,000.00 as a payment toward the unpaid balance of the Note on December 31, 2028 so long as ATWOODS remains in compliance with this Agreement through December 31, 2028. When the Note is paid, any vendor's lien and any deed of trust securing the Note will be released by HEDCO.

## **WARRANTIES & REPRESENTATIONS**

7. In further consideration for this Agreement and the covenants herein, ATWOODS hereby warrants, represents and covenants to HEDCO as follows —
  - (a) ATWOODS is an Oklahoma limited partnership duly organized in the State of Oklahoma validly existing and in good standing with the authority to conduct business in the State of Texas.
  
  - (b) ATWOODS 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) Until it has paid or retired the Note, ATWOODS will at all times maintain policies of commercial general liability with limits of not less than \$5,000,000.00 naming HEDCO as an additional insured.
  
  - (d) ATWOODS hereby releases HEDCO from all claims or causes of action arising from or related to the Project, the Property or the Store (other than claims or causes of action under this Agreement) and agrees to defend, indemnify and hold HEDCO harmless from any such claims or causes of action.

- (e) ATWOODS 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, ATWOODS 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.
  - (f) There have been and are no bankruptcy proceedings currently pending concerning ATWOODS or its officer or directors nor are any such proceedings contemplated as of the date of this Agreement.
  - (g) ATWOODS has and will comply with all conditions, covenants, agreements, representations, warranties and obligations set forth herein.
8. Pursuant to Texas Government Code § 2264.001, ATWOODS expressly warrants that it does not and will not knowingly employ an undocumented worker at the Store. ATWOODS will repay the incentives provided under Section 3 and Section 6 of this Agreement together with interest at the prevailing 30 year mortgage rate if within five (5) years after the Effective Date, ATWOODS is convicted of federal immigration violations at the Store under Title 8 U.S.C. § 1324a(f) which reimbursement shall be paid to HEDCO not later than the 120th day after receiving notice of the violation from HEDCO.

## **GENERAL PROVISIONS**

9. ATWOODS shall use its best efforts to solicit full-time employees for any newly-created positions from within the City of Henderson and Rusk County through the Texas Workforce Commission and other generally accepted recruiting sources and provide HEDCO the dates, times and methods of such solicitation and the results thereof. To the extent practicable, ATWOODS shall likewise utilize local contractors and suppliers.
10. For purposes of this Agreement, a “full-time employee” means a person directly employed by ATWOODS at the Store for an average of at least thirty-five (35) hours per week (including sick leave, vacation, holidays and other compensated leave time) measured on a rolling four week average basis. The base pay for all employees at the Store (including managers, assistant managers and department heads) shall average not less than \$18.00 per hour. The term includes only those positions created and filled by ATWOODS at the Store after the execution of this Agreement.
11. Within thirty (30) days of the end of each calendar year during the term of this Agreement, ATWOODS shall provide HEDCO copies of its quarterly Texas Workforce Commission C3 reports and such other documentation as may be reasonably requested in order to verify its level of employment at the Store.

12. 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 HEDCO 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. In the event ATWOODS prevails in any such litigation ATWOODS shall be entitled, in addition to such other relief as may be granted, to recover its reasonable attorney's fees and expenses of litigation to the extent permitted by law.
13. 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.
14. In the event of a breach of this Agreement by ATWOODS, HEDCO shall provide written notice of the breach and allow ATWOODS thirty (30) days to cure. If ATWOODS fails to cure the breach within thirty (30) days of the written notice, HEDCO may terminate the Agreement (if such breach is material) and may seek all remedies available at law or in equity.
15. Any delay or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused (and automatically extended on a day for day basis) to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, fires or other unavailable casualties or events of destruction, tornados, earthquakes, floods and unusual or severe weather conditions, pandemics, riots, civil insurrection, acts of terrorism, war, governmental action, governmental delays, government al moratoria and unavailability of or substantial and material reduction in capacity for fuel, power, supplies, materials or labor.
16. The term of this Agreement will begin on June \_\_\_, 2026 and will end on December 31, 2028. Any obligations under this Agreement which have accrued as of the termination of this Agreement but have not then been paid or satisfied will survive the termination of this Agreement.
17. 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 PAGES]**

# ATWOODS DISTRIBUTING, LP

By: \_\_\_\_\_  
Preston Atwood, Senior VP, Finance & Strategy

STATE OF OKLAHOMA §

COUNTY OF GARFIELD §

**SWORN TO & SUBSCRIBED BEFORE ME**, the undersigned authority, by the said  
Preston Atwood in the capacity indicated above on this, the \_\_\_\_ day of June 2026.

\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF OKLAHOMA**

**HENDERSON ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Bret Gardella, Executive Director

**STATE OF TEXAS           §**

**COUNTY OF RUSK         §**

**SWORN TO & SUBSCRIBED BEFORE ME**, the undersigned authority, by the said  
Bret Gardella in the capacity indicated above on this, the \_\_\_\_ day of June 2026.

\_\_\_\_\_  
**NOTARY PUBLIC, STATE OF TEXAS**



# City Council

## Agenda Item # 11.

**SUBJECT:** Consideration and possible action accepting ownership, operation, and maintenance of the infrastructure completed at the Innovation Park from HEDCO to the City of Henderson, Tx. (Gardella)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** HEDCO

**CONTACT:**

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**RECOMMENDED CITY COUNCIL ACTION:  
ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:** None



# City Council

## Agenda Item # 12.

**SUBJECT:** Consideration and possible action accepting ownership, operation, and maintenance of the infrastructure completed at Preston Road from HEDCO to the City of Henderson, Tx. (Gardella)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** HEDCO

**CONTACT:**

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**RECOMMENDED CITY COUNCIL ACTION:  
ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:** None



# City Council

## Agenda Item # 13.

**SUBJECT:** Consideration and possible action accepting ownership, operation, and maintenance of the infrastructure completed at Taylor Dr (Case-hill Group) from the HEDCO to the City of Henderson, Tx. (Gardella)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** HEDCO

**CONTACT:**

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**RECOMMENDED CITY COUNCIL ACTION:  
ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:** None



# City Council

## Agenda Item # 14.

**SUBJECT:** Consideration and possible action accepting ownership, operation, and maintenance of the infrastructure completed on Brady Subdivision from the HEDCO to the City of Henderson, Tx. (Gardella)

**MEETING DATE:** June 16, 2026

**DEPARTMENT:** HEDCO

**CONTACT:**

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**RECOMMENDED CITY COUNCIL ACTION:  
ITEM SUMMARY:**

**BACKGROUND INFORMATION:**

**SPECIAL CONSIDERATIONS:**

**SUPPORTING MATERIALS:** None



# 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 MAY 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	0
<i>VEHICLE FIRES</i>	0	0
<i>GRASS FIRES</i>	0	2
<i>ELECTRICAL FIRES</i>	0	0
<i>COOKING FIRES (KITCHEN)</i>	1	0
<i>POWER LINES</i>	0	0
<i>SMOKE CHECKS</i>	1	1
<i>ACCIDENTS (JAWS)</i>	0	0
<i>MVC'S (No Extrication)</i>	11	7
<i>AIRCRAFT STAND-BY</i>	0	0
<i>FUEL SPILLS/GAS LEAKS</i>	1	0
<i>RESCUE</i>	0	0
<i>MEDICAL CALLS</i>	17	7
<i>ALARM MALFUNCTIONS</i>	0	0
<i>FALSE ALARMS</i>	4	0
<i>DISPATCHED AND CANCELED ENROUTE</i>	6	1
<i>UNAUTHORIZED BURNING</i>	1	0
<i>CONTROL BURN (COUNTY ONLY)</i>	0	0
<i>ASSIST OTHER DEPARTMENTS</i>	0	0
<i>MISCELLANEOUS CALLS/PUBLIC SERVICE</i>	4	2
<b>TOTAL</b>	<b>46</b>	<b>20</b>
<b>MANHOURS</b>	<b>81.5</b>	<b>53.5</b>
<b>TOTAL CALLS</b>		<b>66</b>
<b>TOTAL MANHOURS</b>		<b>135</b>
<b>TRAINING</b> Paid 67 Vol 26	<b>Total</b>	<b>93</b>
<b>INSPECTIONS</b>		<b>84</b>
<b>FIRE PREVENTION PROGRAMS</b>		<b>0</b>
<b>PUBLIC RELATIONS EVENTS</b>		<b>13</b>
<b>HYDRANT MAINTENANCE</b>		<b>160</b>
<b>WATER USAGE</b>		<b>4,000</b>



# HENDERSON FIRE DEPARTMENT



May 6<sup>th</sup>, 2026, Chief Ybarra, Assistant Chief Stoddard and B-shift attended the Fallen Officer Memorial Ceremony held at ETTF.

\*\*\*\*\*

May 6<sup>th</sup>, 2026, Women’s Job Corps ladies came to the station for a tour and to ask questions. They had some great questions and we all had a great time.

\*\*\*\*\*

On May 7<sup>th</sup>, 2026, Chief Ybarra, Assistant Chief Stoddard and B-Shift attended the 7am Prayer Breakfast at the Henderson Civic Center for the National Day of Prayer. At 11:30 am, they attended the National Day of Prayer Ceremony at the Rusk County Courthouse.

\*\*\*\*\*

May 9<sup>th</sup>, 2026, C-shift attended the “Shine like Stevee” Crawfish boil. The kids loved climbing in the truck and meeting the firefighters.

\*\*\*\*\*

May 13<sup>th</sup>, 2026, Chief Ybarra attended the reception for the Valedictorians/Salutatorians of this year. It was a meet and greet for the students and their parents.

\*\*\*\*\*

May 14<sup>th</sup>, 2026, Chief Ybarra and Assistant Chief Stoddard attended the mid morning coffee held at the Chamber of Commerce.

<u>May 2026</u>	
<u>Call Log</u>	
• Fire Calls:	42
• Medical Calls:	24
• Total Calls:	66
• Inspections:	84
• Hydrants:	160

\*\*\*\*\*

May 14<sup>th</sup>, 2026, Chief Ybarra, Assistant Chief Stoddard and C-shift attended the Law Enforcement Memorial Service at the Rusk County Courthouse. This service pays special recognition to those law enforcement officers that lose their lives in the line of duty.

\*\*\*\*\*

May 16<sup>th</sup>, 2026, A-shift attended the “Color the Way” color run. Benefits helped the Henderson Interchurch Ministry. Our job was to spray the runners off with water when the finished the run. We had a good time and they got to cool off.

\*\*\*\*\*

May 21<sup>st</sup>, 2026 C-Shift along with the Chiefs attended Coffee with Cops held at Herschel’s restaurant. Side note, not one person brought Claudette breakfast!

\*\*\*\*\*

May 22<sup>nd</sup>, 2026 Asst. Chief Stoddard and A-shift attended a First Responder Breakfast at Pine Lodge. It was nice to be recognized and fed.

\*\*\*\*\*

May 25<sup>th</sup>, 2026 B shift attended the Memorial Day Celebration at the VFW Post. It was our honor to be present at this show of support for the veterans. Later in the day, the attended a BBQ Lunch at Pine Lodge.

\*\*\*\*\*

May 2026

May 27<sup>th</sup>, C-shift attended the birthday party of Wilma Bennett at Pine Lodge. She turned 103 and loved seeing the firefighters. We attended her party the last two years as well. Such an honor!!





# UT Health East Texas

## City of Henderson

### April 2026

#### Emergency Calls Compliance

Compliance  
98.3%

Calls  
119

Late  
2

**Run# - 36250 – Priority 1 – Inter-Facility  
Total Response Time – 13 minutes 01 seconds**

**Delay due distance between post moves.**

**Run# - 40807 – Priority 1 – Inter-Facility  
Total Response Time – 10 minutes 10 seconds**

**Delay due to radio malfunction. Station tones weren't working.  
Attempted to get crew on the radio, no answer. Had to call medic  
on his cell.**



# UT Health East Texas

**City of Henderson**

**May 2026**

## **Emergency Calls Compliance**

**Compliance**  
96%

**Calls**  
128

**Late**  
5

**Run# - 46413 – Priority 1 – Seizure**

**Total Response Time – 12 minutes 17 seconds**

**Delay due to call taker entering address in CAD wrong.**

**Run# - 50701 – Priority 1 – Breathing Problem**

**Total Response Time – 13 minutes 14 seconds**

**Delay due to posting over from Carthage.**

**Run# - 44890 – Priority 2 – Inter-facility**

**Total Response Time – 12 minutes 47 seconds**

**Delay due multiple calls in the city. Unit posting over from Carthage.**

**Run# - 50298 – Priority 2 – Inter-facility**

**Total Response Time – 13 minutes 41 seconds**

**Delay due to multiple calls in city and unit posting back from Tyler.**

**Run# - 53343 – Priority 2 – Fall**

**Total Response Time – 12 minutes 57 seconds**

**Delay due to multiple calls in the city and unit posting over from Cherokee Co.**

	May		July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April
									2025			
<b>CALLS FOR SERVICE</b>	1261	1104	1038	1081	1076	1255	1139	1163	1162	1029	1182	1075
<b>OFFICER INITIATED CFS</b>	500	411	358	372	356	457	428	531	541	451	510	465
<b>DISPATCHED CFS</b>	761	693	680	709	720	798	711	632	621	578	672	610
<b>TRAFFIC CITATIONS</b>	113	82	74	82	83	81	60	81	68	51	72	73
<b>WRITTEN WARNINGS</b>	320	233	198	217	183	311	320	483	384	309	329	333
<b>ARREST</b>	24	25	22	27	44	28	41	30	30	33	47	41
<b>ACCIDENTS</b>	36	34	28	33	36	38	38	39	24	22	28	20
<b>DWI ARREST</b>	1	4	0	2	2	1	1	5	1	1	5	2
<b>(included above)</b>												
<b>INCIDENT REPORTS</b>												
<b>SENT TO CID</b>	186	190	210	173	231	213	161	174	164	173	204	167
<b>ASSIGNED</b>	186	190	210	173	231	213	161	174	164	173	204	167
<b>SUSPENDED</b>	104	85	80	125	79	108	67	74	72	70	98	77
<b>CLEARED</b>	65	83	71	111	97	117	77	84	70	71	73	69
<b>BURGLARY</b>	7	6	11	13	11	16	8	7	5	13	18	6
<b>ROBBERY</b>	0	0	0	0	2	0	0	0	0	1	0	1
<b>ASSAULT</b>	23	32	12	19	30	19	33	20	22	21	17	18
<b>POCS / POM*</b>	3	2	4	0	0	1	4	5	9	9	15	13
<b>SEXUAL ASSAULT</b>	2	0	1	1	1	2	0	2	0	1	2	1

\* Includes marijuana, cocaine, etc.

May	June	July	Aug	Sept	Oct.	Nov	Dec	Jan	Feb	Mar	April	May
								2026				
1286	1175	1198	1162	1282	1190	1128	1210	1216	1179	1345	1258	1310
591	514	552	594	745	631	607	680	614	702	808	758	684
695	661	646	568	537	559	521	530	602	477	537	500	626
88	87	76	101	113	125	103	105	108	85	104	110	92
433	364	374	421	547	464	447	503	442	545	615	562	524
27	38	43	42	42	34	37	43	39	43	37	43	41
41	20	19	26	28	27	42	32	28	29	23	26	39
1	1	2	5	8	3	3	6	6	2	3	5	2
161	133	183	118	142	131	94	109	122	113	128	100	143
161	133	183	118	142	131	94	109	122	113	128	100	143
55	88	68	40	72	57	47	36	45	47	45	39	94
92	58	94	63	51	49	32	35	51	49	56	43	57
5	7	8	3	2	6	5	4	2	3	4	6	11
0	0	0	0	1	2	0	0	0	0	0	0	1
21	19	22	12	15	20	14	20	20	14	12	13	18
7	5	9	6	9	11	13	14	8	12	9	13	7
4	0	0	1	0	0	1	0	1	1	3	1	5

**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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# Memo

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**To:** Jay Abercrombie, City Manager

**From:** Chad Taylor, Chief of Police

**cc:** Cheryl Jimerson, City Secretary

**Date:** June 1, 2026

**Re:** Henderson Police Department Monthly Report



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

## **Henderson Police Department — May 2026**

The department had an active and community-focused month. Officers participated in two **Law Enforcement Memorial** events — one at MTC and one at the Rusk County Courthouse alongside Sheriff JohnWayne Valdez and Mr. Louie Gohmert — honoring fallen officers. Community engagement included a **Prayer Walk at Brookdale**, **Coffee with Cops at Herschel's**, and a visit from a local business that brought cookies to the department. Officers also celebrated a **Kinder graduation** and helped honor **103-year-old Wila Bennett** on her birthday.

On the **training** side, the department logged approximately **184 hours** of training for the month, with 2 officers holding license certifications and 1 telecommunicator on a temporary license. The **Records division** processed **89 open records requests**, completing 87 of them, with 2 OAG rulings still pending. Revenue collected from records requests totaled **\$1,324.16**, primarily from attorney-related open records fees.

Overall, May was a well-rounded month balancing community presence, officer training, and efficient records management.

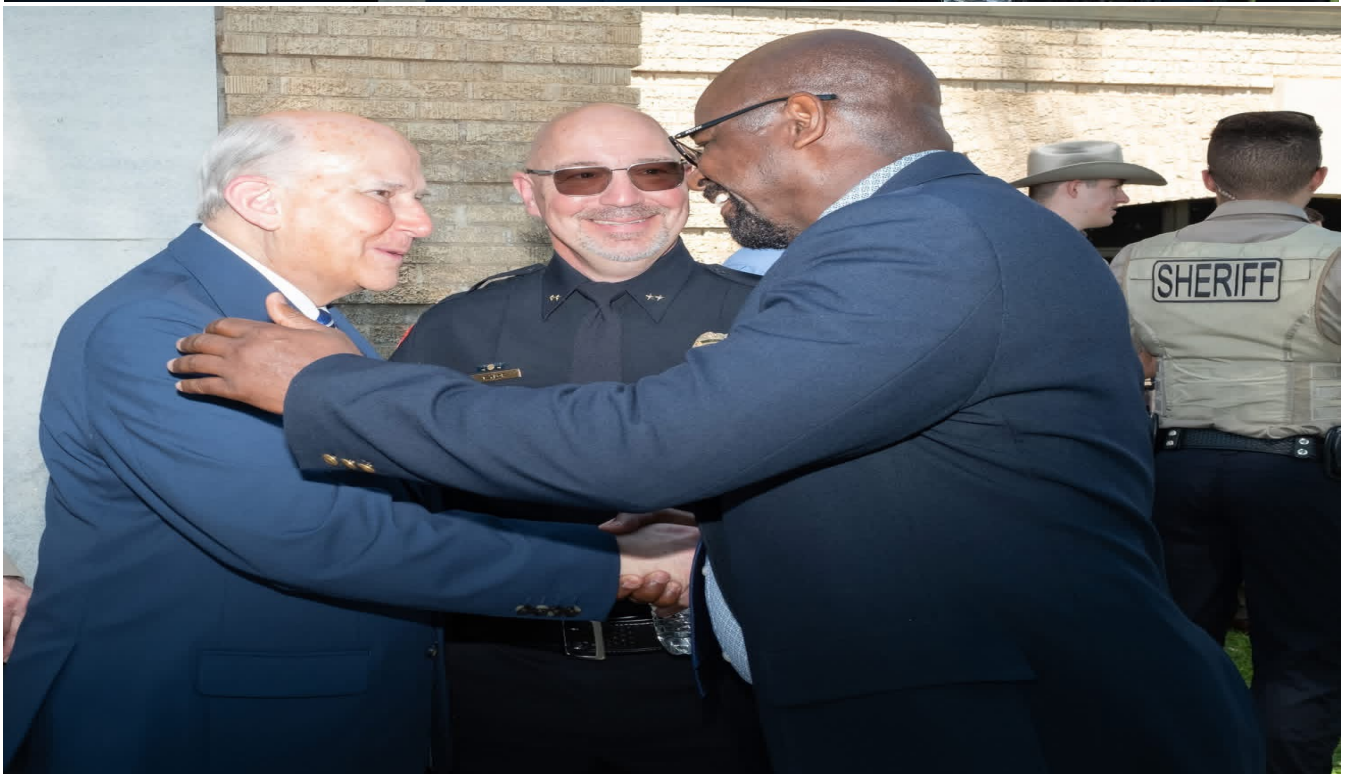
**May 6, 2026** –Chief Chad Taylor, Deputy Chief Chase Berryhill, and Charles Helton at the MTC Fallen Officer Memorial.



**May 7, 2026** – Cpl. Levi Morrill and Officer Brophy at the Prayer Walk hosted at Brookdale.



**May 14, 2026** – Chief Chad Taylor, Sheriff Johnwayne Valdez, and Mr. Louie Gohmert at the Law Enforcement Memorial at the Rusk County Courthouse along with several other Officers.





**May 15, 2026** – Detective April Lafarr with an employee of U.S. Dermatology who brought us cookies.



**May 19, 2026** – Detective Brittany Kuler celebrating the Kinder graduation.



May 21, 2026 – Officers at Coffee with Cops hosted by Herschel's.



**May 27, 2026** – Sgt. Jesse Reese, Officer Joel DeJesus, Officer Jacob Estes, Officer R.L. Davis and Chaplain Stacie Horne with Wila Bennet for her 103<sup>rd</sup> Birthday celebration.



**May 29, 2026** –Officer Michael Brophy helping a citizen who was having a tiny snake problem at their house.







# 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*

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06/02/2026

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

## Training report for the month of May

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 May-184.12

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*

## MAY 2026 OPEN RECORD REPORT

Request	ORR Received	ORR Completed	ORR Open
OAG Rulings	2	0	2
ORR US Gov.	6	6	0
ORR State Gov.	7	7	0
ORR Local Gov.	1	1	0
ORR Subpoena	0	0	0
ORR Civilian	19	19	0
ORR Attorney	15	15	0
CR-4 Crash Reports	39	39	0
<b>Total Requests</b>	<b>89</b>	<b>87</b>	<b>2</b>

Information Provided by Stacey Strong – Records Administrator

REV2025 SJS

# Open Records Report

May-26

DATE(S)	Record Requestor	MIN	Charges
5/5/26	OR26-2603956 INV 8024		340.73
5/5/26	OR26-2601319TGI INV 8025		112.53
5/5/26	OR26-2512636	120.00	COMPLETED
5/5/26	OR26-2604727 MEDIA PAGE	15.00	COMPLETED
5/5/26	OR26-CR42604798 INV 8026	60.00	6.00
5/5/26	OR26-2205193GF INV 8027	200.00	175.49
5/5/26	OR26-05012026CLERY	75.00	COMPLETED
5/5/26	OR26-FBI13449855	75.00	COMPLETED
5/5/26	OR26-2205443BWC BILLED \$504.60	330.00	BILLED
5/5/26	OR26-MRB114501249 inv 8037	50.00	5.00/6.00
5/6/26	OR26-04162026SH BILLED 28.50	60.00	BILLED
5/6/26	OR26-2512185BBG INV 8045	442.00	157.15
5/6/26	OR26-2602653 MRB 2 INV 8028	40.00	5.00
5/6/26	OR26-2500161AP	40.00	COMPLETED
5/8/26	OR26-2513065DM	45.00	COMPLETED
5/8/26	OR26-CR42604237INV 8033	30.00	6.00
5/11/26	OR26-05082026WJ	25.00	COMPLETED
5/11/26	OR26-05112026 NR	45.00	COMPLETED
5/12/26	OR26-260423RR BILLED 507.96	420.00	BILLED
5/12/26	OR26-2511987RL INV 8055	160.00	174.72
5/12/26	OR26-2605090	50.00	COMPLETED
5/12/26	OR26-05122026LPD	35.00	COMPLETED
5/13/26	OR26-2604844BGL INV 8036	360.00	233.54

DATE(S)	Record Requestor	MIN	Charges
5/6/26	OR26-2603347 WAITING ON RULING		
5/5/26	OR26-2604727WAITING ON RULING		
5/13/26	OR26-2604222AL	60.00	COMPLETED
5/13/26	OR26-05122026BW	40.00	COMPLETED
5/14/26	OR26-CR42605082	40.00	COMPLETED
5/14/26	OR-262403310CPS	50.00	COMPLETED
5/14/26	OR26-2406458MB	60.00	COMPLETED
5/19/26	OR-26-2603295	45.00	COMPLETED
5/19/26	OR26-2604891CM	45.00	COMPLETED
5/19/26	OR-26-2604891	35.00	COMPLETED
5/19/26	OR26-2604926	45.00	COMPLETED
5/19/26	OR-26-2500559	60.00	COMPLETED
5/19/26	OR26-260452	45.00	COMPLETED
5/19/26	OR26-2604759	45.00	COMPLETED
5/19/26	OR26-2604727	35.00	COMPLETED
5/19/26	OR26-2605082 INV 8034	45.00	6.00
5/19/26	OR26-2605082 INV 8035	45.00	6.00
5/20/26	OR26-202102659	120.00	COMPLETED
5/20/26	OR26-05192026	25.00	COMPLETED
5/20/26	OR26-2604926	55.00	COMPLETED
5/20/26	OR26-2407238	72.00	COMPLETED
5/20/26	OR26-2604727	55.00	COMPLETED
5/20/26	OR26-201400513	120.00	COMPLETED
5/20/26	OR26-2604960		
5/20/26	OR26-2605082		
5/21/26	OR26-2602289 CPS	60.00	COMPLETED
5/22/26	OR26-2604544	45.00	COMPLETED
5/27/26	OR26-2602653	55.00	COMPLETED
5/27/26	OR26-05272026 CALI	90.00	COMPLETED
5/27/26	OR26-LN4105577961 INV 8019	45.00	5.00
5/27/26	OR26-LN4115656361 INV 8014	45.00	5.00
5/27/26	OR26-LN4143006861 INV 8048	45.00	5.00
5/27/26	OR26-LN4130132261 INV 8050	45.00	5.00
5/27/26	OR26-LN412850061 INV 8052	45.00	5.00
5/27/26	OR26-LN4130170161 INV 8049/\$6	45.00	5.00

DATE(S)	Record Requestor	MIN	Charges
5/29/26	OR26-LN4176487661 INV 8054/\$6	45.00	5.00
5/27/26	OR26-2605596	40.00	5.00
5/27/26	OR26-2604170	45.00	COMPLETED
5/27/26	OR26-LN4166928861 INV 8044/\$6	45.00	COMPLETED
5/27/26	OR26-LN4134656361 INV 8031/\$6	45.00	5.00
5/27/26	OR26-LN4124970061 INV 8051/\$6	45.00	5.00
5/27/26	OR26-LN4105860861 INV 8020/\$6	45.00	5.00
5/27/26	OR26-LN416588161 INV 8043/\$6	45.00	5.00
5/27/26	OR26-LN4162906861 INV 8042/\$6	45.00	5.00
5/27/26	OR26-LN4159714461 INV 8040/\$6	45.00	5.00
5/27/26	OR26-LN4157410261 INV 8041/\$6	45.00	5.00
5/27/26	OR26-LN4156235661 INV 8032/\$6	45.00	5.00
5/27/26	OR26-LN4147247561 INV 8047/\$6	45.00	5.00
5/27/26	OR26-LN4148717962 INV 8038/\$6	45.00	5.00
5/27/26	OR26-LN4146259661 INV 8046/\$6	45.00	5.00
5/27/26	OR26-LN4137443761 INV 8030/\$6	45.00	5.00
5/27/26	OR26-LN4136919961 INV 8029/\$6	45.00	5.00
5/27/26	OR26-LN409890286 INV 8017/\$6	45.00	5.00
5/27/26	OR26-MRB114383116 INV 8015	45.00	5.00
5/27/26	OR26-LN4124970061 INV 8051/\$6	45.00	5.00
5/27/26	OR26-4093805461 INV 8018/\$6	45.00	5.00
5/29/26	OR26-2511853YDR BILLED 763.12	1,075.00	BILLED
5/29/26	OR26-LN4182703661 INV 8053/\$6	45.00	5.00
5/29/26	OR26-FBI13562029	60.00	COMPLETED
5/29/26	OR26-FBI13558878	60.00	COMPLETED
5/29/26	OR26-2604727 OAG	60.00	COMPLETED
5/29/26	OR26-2604960 BILLED 6.00	30.00	BILLED
5/29/26	OR26-201601146	60.00	COMPLETED
5/29/26	OR26-05292026BUTLER CPS	60.00	COMPLETED
5/29/26	OR26-05292026BRDEN CPS	60.00	COMPLETED
5/29/26	OR26-2402961 RULING		
	OAG RULING REQUESTED		
	TPIA ANSWERED AND BILLED		
	TPIA COMPLETE & PAYMENT REC.		

<b>DATE(S)</b>	<b>Record Requestor</b>	<b>MIN</b>	<b>Charges</b>
	PMT ON PM BALANCE SHEET		
INFORMATION PROVIDED BY STACEY STRONG - RECORDS ADMINISTRATOR			REV26/SJS



# Henderson Police Department

800 Lake Forest Parkway

Henderson, Texas 75652

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

*Integrity • Accountability • Professionalism • Service*

## May 2026 ORD Revenue

Description	Qty	Unit price	Discount	Total
Police Report		\$5.00		\$
Crash Reports	5	\$6.00		\$30.00
ORR Attorney	6	\$340.73/112.53/175.49 233.54/157.15/174.72		\$1194.16
ORR Civilian	1	\$5.00		\$5.00
LexisNexis	19	\$5.00		\$95.00
<b>Total</b>				<b>\$1324.16</b>

Information Provided by Stacey Strong – Records Administrator

REV2025 SJS

# Balance Sheet

Henderson PD Records

May-26

## Balance summary

No. 8024 CK 4824	\$340.73
NO. 8025 CK 3165	\$112.53
NO. 8026 CASH	\$6.00
NO. 8027 CK 28115	\$175.49
NO. 8028 CK 114373194	\$5.00
NO. 8029 CK 4136919961	\$5.00
NO. 8030 CK 4137443761	\$5.00
NO. 8031 CK 4134656361	\$5.00
NO. 8032 CK 4156235661	\$5.00
NO. 8033 CASH	\$6.00
NO. 8034 CASH	\$6.00
NO. 8035 MO	\$6.00
NO. 8036 CK 3357	\$233.54
NO. 8037 CK 3081043859	\$6.00
NO. 8038 CK 4148717862	\$5.00
NO. 8039 VOID	VOID
NO. 8040 CK 4159714461	\$5.00
NO. 8041 CK 4157410261	\$5.00
NO. 8042 CK4162906861	\$5.00
NO. 8043 4164588161	\$5.00
NO. 8044 4166928861	\$5.00
NO. 8045 CK 12523	\$157.15
NO. 8046 CK 4145259661	\$5.00

NO. 8047 CK 4147247561	\$5.00
NO. 8048 CK 4143006861	\$5.00
NO. 8049 CK 4130170161	\$5.00
NO. 8050 CK 4130132261	\$5.00
NO. 8051 CK 4124970061	\$5.00
NO. 8052 CK 4121850061	\$5.00
<b>TURNED IN 05/27/2026</b>	<b>\$1,139.44</b>
NO. 8053 CK 4182703661	\$5.00
NO. 8054 CK 4176487661	\$5.00
NO. 8055 CK 223067	\$174.72
<b>Balance</b>	<b>\$1,324.16</b>

Information Provided by Stacey Strong - Records Administrator

# Henderson Police Department

## END OF YEAR REPORT

**Employee name** Stacey Strong  
**Department** Records **Manager** Charles Helton  
**Report start date** Jan 01, 2026 **Report end date** Dec 31, 2026

Requester	Received	Status
OAG Rulings	7	Completed
US Government	36	Completed
State Government	41	Completed
Local Government	18	Completed
Civilian	147	Completed
Attorney	40	Completed
Crash Reports	150	Completed
Subpoena	4	Completed
<b>Total of All Requests</b>	<b>443</b>	Completed
<b>Revenue Collected</b>	<b>\$3262.45</b>	

Goals	Due date	Progress
Enter all records electronically	December 2028	
Seal and Expungement System	December 2026	
Electronic retention schedule	December 2027	
Adhere Fam. Code Electronically	December 2026	

# Animal Center and Protection Activity Report

May 2026



# Adoptions







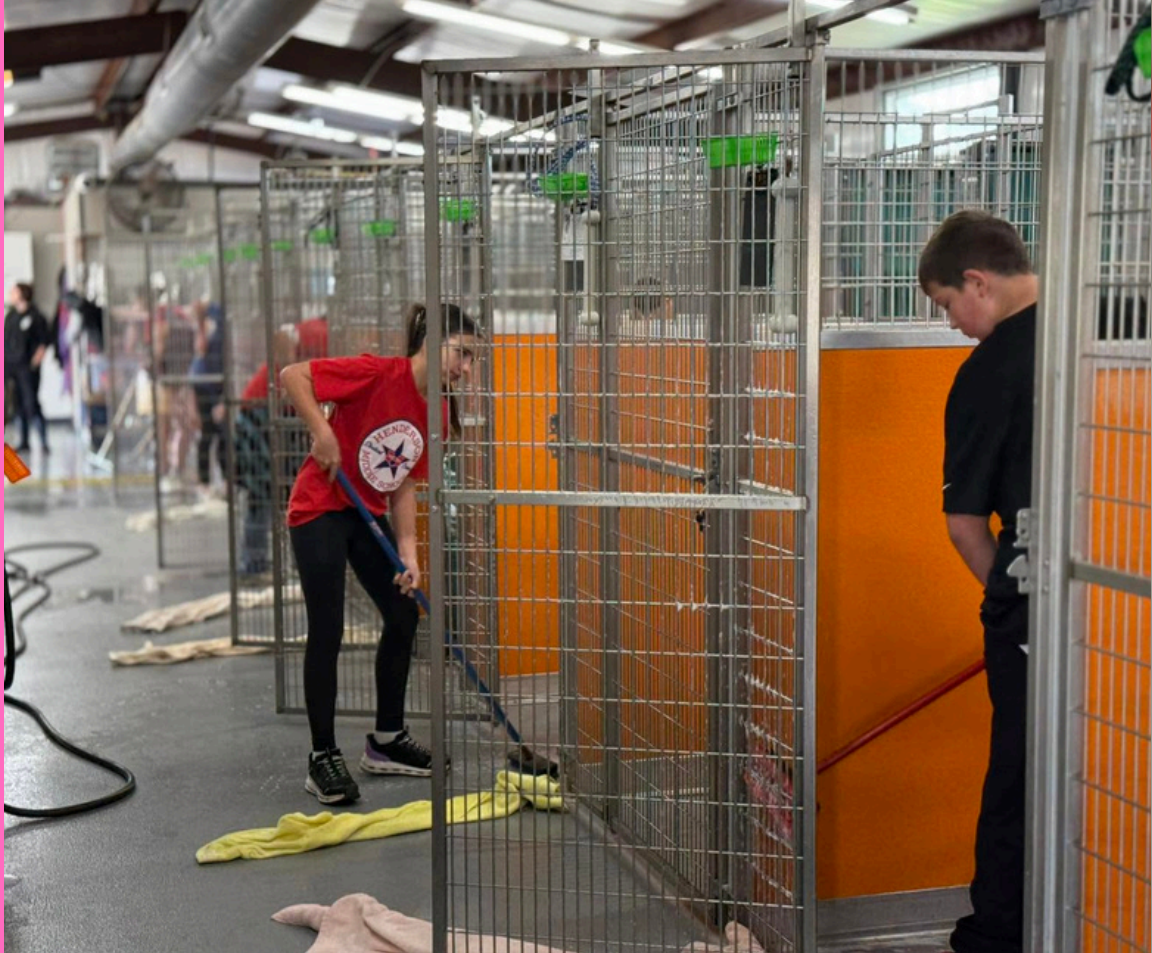
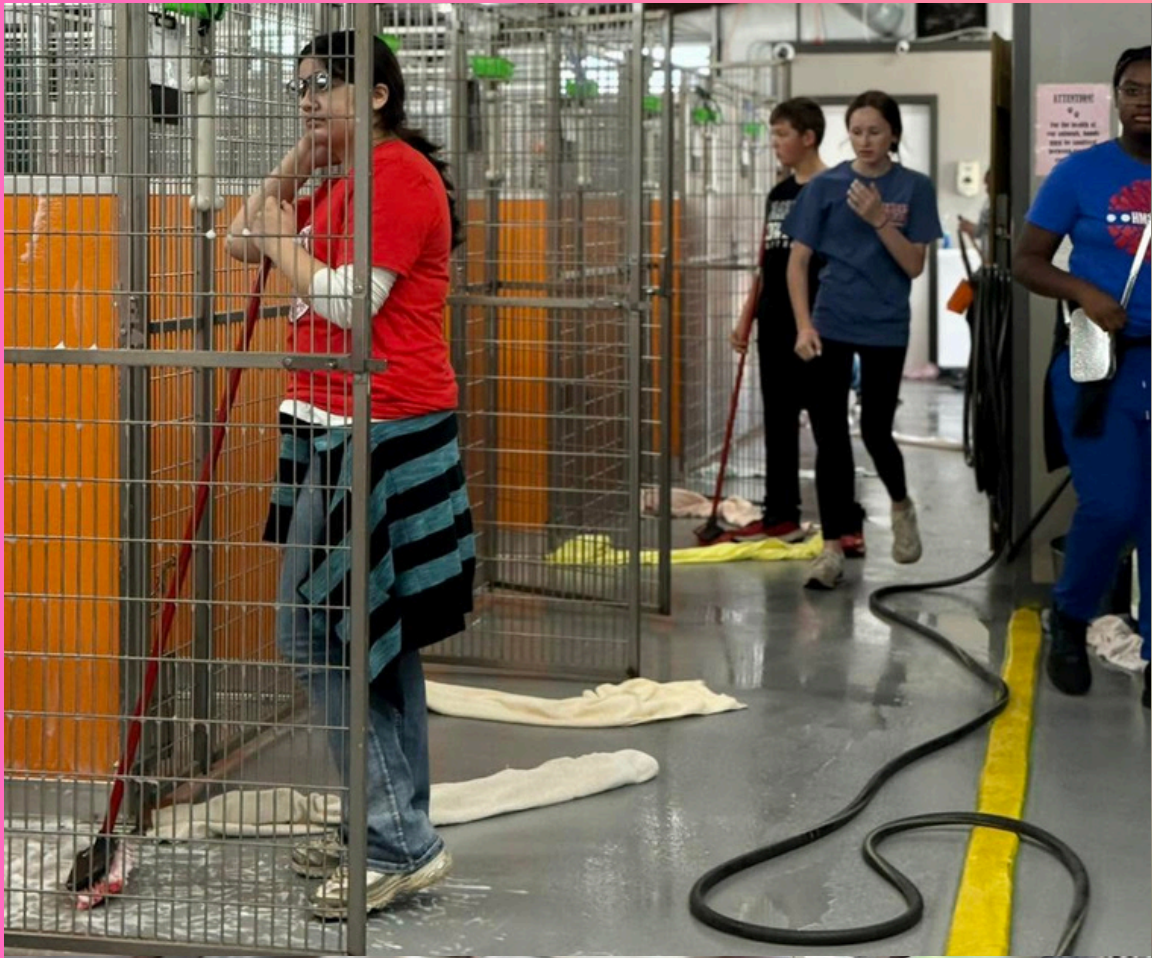
We joined Tractor Supply for an adoption event and offered merchandise, microchipping, and puppy love to the public. Roo was adopted!

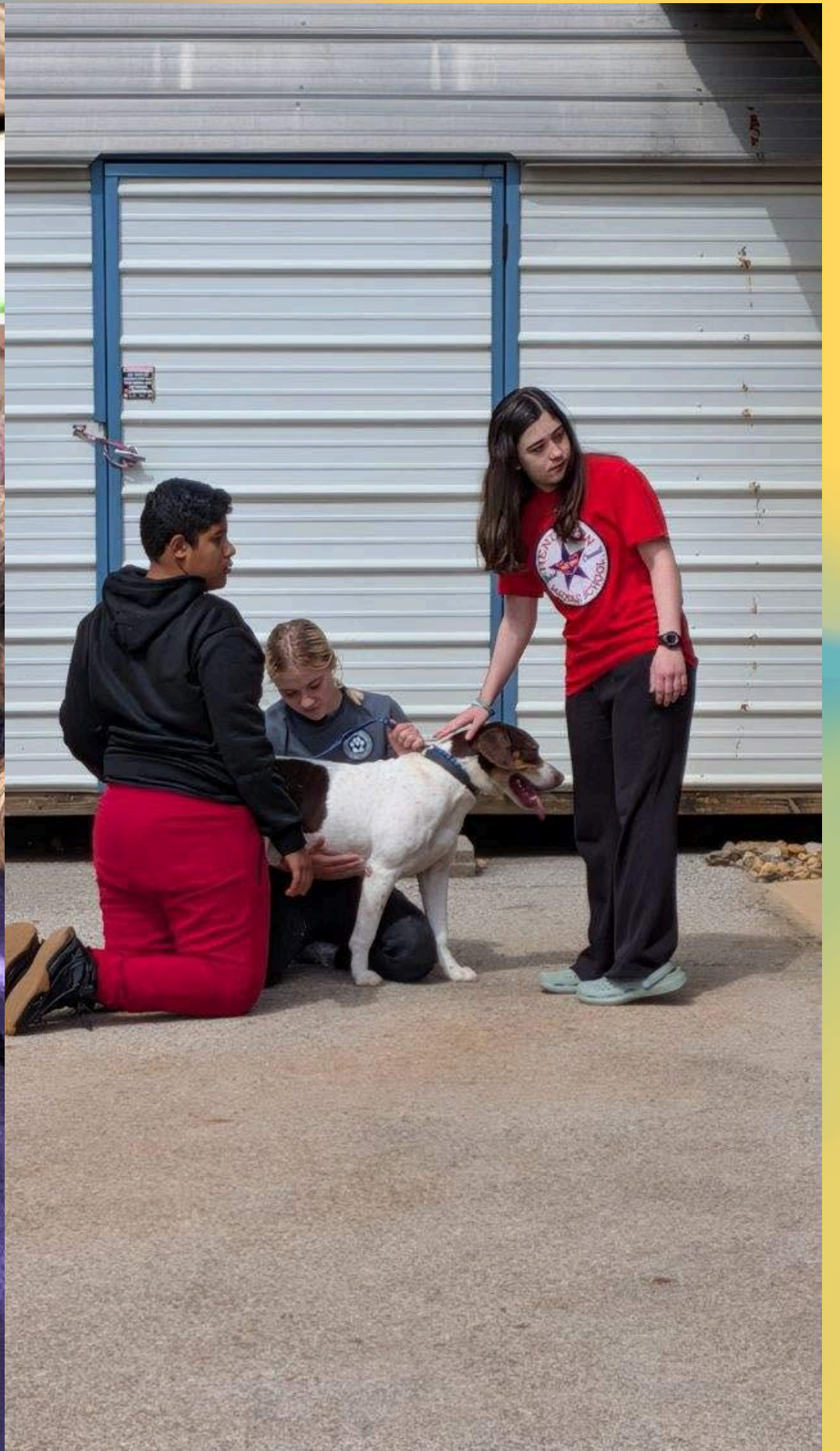


# Henderson Middle School Student Council came to volunteer! Our animals and staff enjoyed the visit!



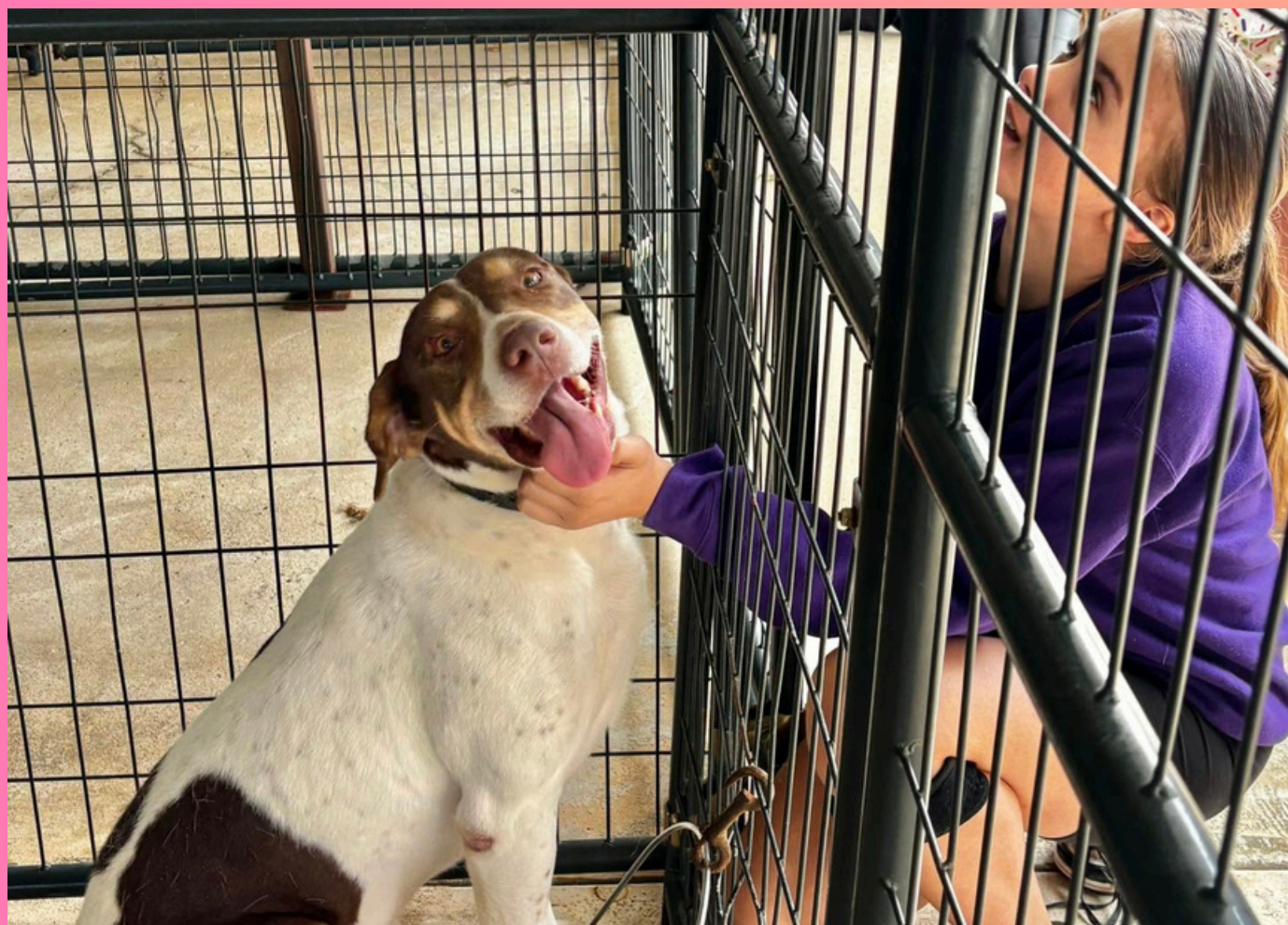














# The Inn is Full

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.



WE NEED YOUR HELP!

There's like a lot  
of Animals in here

\*ADOPTION FEES WAIVED ON DOGS AND CATS  
FOR APPROVED ADOPTERS\*





*Adopt, Don't Shop!*

# Henderson Animal Center and Protection

## Monthly Report

Month of: May

Year: 2026

### Inside City Limits

Number of Dogs:	7	Year to Date:	42
Number of Cats:	14	Year to Date:	52
Number of Others:	1	Year to Date:	2
<b>TOTAL Number of Animals:</b>	<b>22</b>	<b>Year to Date:</b>	<b>96</b>

### ACOPU

Number of Dogs:	7	Year to Date:	70
Number of Cats:	6	Year to Date:	90
Number of Others:	2	Year to Date:	47
<b>TOTAL Number of Animals:</b>	<b>15</b>	<b>Year to Date:</b>	<b>207</b>

### 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
<b>TOTAL Number of Animals:</b>	<b>0</b>	<b>Year to Date:</b>	<b>21</b>

### 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
<b>TOTAL Number of Animals:</b>	<b>0</b>	<b>Year to Date:</b>	<b>0</b>

### 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
<b>TOTAL Number of Animals:</b>	<b>0</b>	<b>Year to Date:</b>	<b>1</b>

### 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
<b>TOTAL Number of Animals:</b>	<b>0</b>	<b>Year to Date:</b>	<b>0</b>

### **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
<b>TOTAL Number of Animals:</b>	<b>0</b>	<b>Year to Date:</b>	<b>0</b>

### **TOTAL of Animals Received**

Number of Dogs:	14	Year to Date:	122
Number of Cats:	20	Year to Date:	153
Number of Others:	3	Year to Date:	49
<b>TOTAL this Month:</b>	<b>37</b>	<b>Year to Date:</b>	<b>324</b>

### **Animals Reclaimed**

Number of Dogs:	1	Year to Date:	33
Number of Cats:	0	Year to Date:	1
Number of Others:	0	Year to Date:	0
<b>TOTAL this Month:</b>	<b>1</b>	<b>Year to Date:</b>	<b>34</b>

### **Animals Adopted**

Number of Dogs:	8	Year to Date:	63
Number of Cats:	21	Year to Date:	124
Number of Others:	2	Year to Date:	14
<b>TOTAL this Month:</b>	<b>31</b>	<b>Year to Date:</b>	<b>201</b>

<i>Monthly Adoption Breakdown:</i>	<i>Dogs Adopted:</i>	7	<i>Dogs Rescued:</i>	1
	<i>Cats Adopted:</i>	6	<i>Cats Rescued:</i>	15
	<i>Others Adopted:</i>	0	<i>Others Rescued:</i>	2

### **Animals Euthanized**

Number of Dogs:	5	Year to Date:	28
Number of Cats:	0	Year to Date:	2
Number of Others:	0	Year to Date:	0
<b>TOTAL this Month:</b>	<b>5</b>	<b>Year to Date:</b>	<b>30</b>

<i>Monthly Euthanasia Breakdown</i>	<i>Sick:</i>	<i>Injured:</i>	<i>Aggressive:</i>
<i>Dogs:</i>	0	1	4
<i>Cats:</i>	0	0	0
<i>Other: (Non-Wildlife)</i>	0	0	0

<b><u>Animals Held for Rabies Quarantine:</u></b>	<b>1</b>	<b>Year to Date:</b>	<b>6</b>
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<b><u>Animals Tested for Rabies:</u></b>	<b>0</b>	<b>Year to Date:</b>	<b>5</b>
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<b><u>Animal Complaints Received:</u></b>	<b>735+</b>	<b>Year to Date:</b>	<b>3,932+</b>
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<b><u>Deceased on Arrival (disposal):</u></b>	<b>1</b>	<b>Year to Date:</b>	<b>28</b>
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<b><u>Died in Care:</u></b>	<b>0</b>	<b>Year to Date:</b>	<b>4</b>
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### **Animal Protection Activity**

<b>Warnings Issued:</b>	<b>12</b>	<b>Year to Date:</b>	<b>141</b>
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<b>Citations:</b>	<b>4</b>	<b>Year to Date:</b>	<b>24</b>
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<b>Calls for Service during hours:</b>	<b>51</b>	<b>Year to Date:</b>	<b>589</b>
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<b>Calls for Service after hours:</b>	<b>0</b>	<b>Year to Date:</b>	<b>13</b>
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<b>Seizures:</b>	<b>0</b>	<b>Year to Date:</b>	<b>0</b>
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<b>Wildlife Euthanasia (sick or injured):</b>	<b>0</b>	<b>Year to Date:</b>	<b>2</b>
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<b>Wildlife Release:</b>	<b>1</b>	<b>Year to Date:</b>	<b>26</b>
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<b>Traps Set:</b>	<b>2</b>	<b>Year to Date:</b>	<b>200</b>
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**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 May 2026

MONTHLY TOTALS BUILDING CONSTRUCTION VALUE:	May 2026	\$243,945.00
MONTHLY TOTALS BUILDING CONSTRUCTION VALUE:	May 2025	\$133,457.00
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE:	TO DATE 2026	\$2,437,986.00
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE:	THRU May 2025	\$4,115,487.00

**BUILDING INSPECTORS REPORT**

**CODE ENFORCEMENT REPORT**

Building Inspections	9	Food Establishment Inspections	
Electrical Inspections	13	Food Truck/Trailer Permits/Temp Food Events	
Plumbing Inspections	8	High Grass & Weeds/Junk/Rubbish	17
Mechanical Inspections	4	Junk Vehicles	2
Meetings	1	Illegal Signs	
Phone calls	39	Sub-Standard Structure Inspections/Notifications	
Residential Plan Review		Illegal Dumping /Road debris/Illegal storage	
Commercial Plan Review		Restaurant Grease Trap Inspection	
Sign Permits Review	4	Meetings	7
Certificate of Occupancy	3	Zoning/Platting	6

Commercial Building Permits Issued	1
Residential Building Permits Issued	3
Commercial Roof Permits issued	0
Residential Roof Permits Issued	2
Demo Permits Issued	0
Residential Fence Permit Issued	0

Submitted by: Cliff McElfresh, Community Development Mgr.

Date: 06/03/2026

	NO. OF LOCATIONS	inspection	meetings	C/O	PHONE CALLS	LETTERS	total
BUILDING INSP.	0	0	1				
ELECTRICAL INSP.	0	0					
meetings			11				
MECHANICAL INSP.			0				
Other/Slab/Dr-way							
PLUMBING INSP			1				
SIGNS			4				
CERTIFICATE/OCCUPANCY							
phone calls			28				
TOTALS							

had several meeting with my staff and looked over plans and had meetings with contractors .

Jeff Pahlman

Date May 2026

	NO. OF LOCATIONS	Inspection	Meetings	C/O	PHONE CALLS	LETTERS	Failed
BUILDING INSP.		9					
ELECTRICAL INSP.		13					
Meetings		7					
MECHANICAL INSP.		4					
Other/Slab/Dr-way		7					
PLUMBING INSP		8					
SIGNS Removed							
CERTIFICATE/OCCUPANCY	3						
Phone Calls		11					
TOTALS		51					

Continuing to work on third party backflow assembly test tracking company and policy.

CODE ENFORCEMENT MONTHLY REPORT

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

	LOCATIONS	ABATEMENTS	PERSONAL CONTACTS	COURT APP.	DOOR NOTICES	LETTERS	PASS	FAIL
BUILDING INSP.								
ELECTRICAL INSP.								
SIGN PERMITS								
WEEDS/RUBBISH	4		5					
JUNKED VEHICLES								
MECHANICAL INSP.								
OTHER	5		2					
PLUMBING INSP.								
MEETINGS	7							
ILLEGAL SIGNS								
SUBSTANDARDS								
ZONING/PLATTING	6		4					
TOTALS	22	0	11	0	0	0	0	0

MONTHLY SUMMARY

- 1) Answered developer/surveyor questions regarding platting, infrastructure
- 2) Responded to zoning questions, fences, signs. Resolved addressing requests.
- 3) Followed up on code complaints. Worked with the PD and Kevin on a high grass/weeds at 202 Fairpark
- 4) Coordinated Keep Henderson Beautiful Bravo/Go Green Awards
- 5) Met with attorney, Jay, staff and discussed substandard ordinance

CODE ENFORCEMENT MONTHLY REPORT

Name: KEVIN LOCKRIDGE

month/year: May-26

NO. OF LOCATIONS

	NO. OF LOCATIONS	ABATEMENTS	CITATIONS	COURT APP.	DOOR NOTICES	LETTERS	PASS	FAIL
ILLEGAL STORAGE								
SUB STD INSP/NTC								
SIGNS								
FOOD EST. INSP.	0						0	
HIGH GRASS/WEEDES	13				4			0
JUNK VEHICLES	2							0
FOOD TRK PERMITS	0							
FOOD TRL INSP	0						0	
ABATEMENTS	0							
greasetraps/sewer	0							
ILLEGAL SIGNS	0							
DUMPING/RD DEBRIS	0							
<b>TOTALS</b>	<b>0</b>							

5-1-26 door knocker at 1525 Ducan high grass weeds sent C/L TO Hud .5-5-26 alabama st empty lot needs mowing and weed eating complaint from 110 alabama st , sent C/L TO owner .5-20-26 1307 MLK sent C/L to owner junk vehicles dixon real estate .5-22-26 808 Laylon needs mowing and weedating sent C/L to owner .5-26-26 107 Ridglea ATV on blocks in front yard sent C/L TO owner .5-18-26 106 Industrial dr lot needs mowing and weeding

8:24:00AM

For the Period 5/1/2026 to 5/31/2026

<u>Permit Number</u>	<u>Permit Type</u>	<u>Site Address</u>	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
COM2026-330	Commercial Building Permit New Construction	801 W HWY 64	\$200,000.00	\$690.00	\$690.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
05/13/2026	05/13/2026	ISSUED	4,000.00		
Applicant	Jed King				
Property Owner	McKenzie A Turner Trust				
<b>Contractors</b>					
RES2022-342	Residential Building Permit Fence Permit	314 STANDISH ST	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
				\$35.00	\$35.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
04/01/2022	05/06/2026	CLOSED			
Applicant	ACE Fence				
Property Owner	Lee Scoggins	314 S Standish	Henderson	TX	75654
<b>Contractors</b>					
General Contractor	Ricky Gordon	2075 W Loop 571 S	Henderson	TX	75654
RES2026-312	Residential Building Permit Roofing/ Reroofing	315 E MAIN ST	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
			\$16,575.00	\$50.00	\$50.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
05/04/2026	05/04/2026	ISSUED			
Applicant	Luis Luna Tree & Roofing Services				
Property Owner	George Driver				
<b>Contractors</b>					
Roofing Contractor		11602 CR 417 S	Mount Enterpri:	TX	75681
RES2026-313	Residential Building Permit Roofing/ Reroofing	105 ASHBY LN	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
			\$6,370.00	\$50.00	\$50.00
<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>		
05/04/2026	05/04/2026	ISSUED			
Applicant	Luis Luna Tree & Roofing Service				
Property Owner	Maria Galvan				
<b>Contractors</b>					
Roofing Contractor		11602 CR 417 S	Mount Enterpri:	TX	75681

For the Period 5/1/2026 to 5/31/2026

<u>Permit Number</u>	<u>Permit Type</u>	<u>Site Address</u>	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
RES2026-336	Residential Building Permit Accessory Structure Permit	901 S MAIN ST	\$6,000.00	\$202.00	\$202.00

<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>
05/18/2026	05/18/2026	ISSUED	

Property Owner Ben Culley

Contractors

<u>Permit Number</u>	<u>Permit Type</u>	<u>Site Address</u>	<u>Valuation</u>	<u>Total Fees</u>	<u>Fees Paid</u>
RES2026-357	Residential Building Permit Accessory Structure Permit	315 SUNDOWN TR	\$15,000.00	\$136.00	\$136.00

<u>Application Date</u>	<u>Issue Date</u>	<u>Status of Permit</u>	<u>Total SQFT</u>
05/29/2026	05/29/2026	ISSUED	

Property Owner Dervys Morales

Contractors

Total Valuation: \$243,945.00  
 Total Fees: \$1,163.00  
 Total Fees Paid: \$1,163.00

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

<b>MONTHLY TOTAL BUILDING CONSTRUCTION VALUE: Map 2026</b>	<b>\$243,945.00</b>
<b>MONTHLY TOTAL BUILDING CONSTRUCTION VALUE: Map 2025</b>	<b>\$133,457.00</b>
<b>ANNUAL TOTAL BUILDING CONSTRUCTION VALUE: TO DATE 2026</b>	<b>\$2,437,986.00</b>
<b>ANNUAL TOTAL BUILDING CONSTRUCTION VALUE: THRU May 2025</b>	<b>\$4,115,487.00</b>



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

From: Stephanie Kimbrell, Finance Director

Subject: Monthly Report

Date: June 2, 2026

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

### Water/Sewer/Garbage Billing Recap Month Ending 5/31/2026

Type of service	Amount Billed	Consumption Billed	Count
Garbage	\$ 198,056.31	-	5,444
Sales tax on garbage	\$ 14,888.89	-	-
Sewer Charges	\$ 263,127.21	39,444,060	4,468
Water Charges	\$ 298,673.34	51,822,760	4,796
Sprinkler	\$ 14,178.11	2,373,700	377
Penalty	\$ 11,097.81	-	848
Water Taps	-	-	-
Sewer Taps	-	-	-
Service Chg/Back Flow	\$ 480.20	-	7
<b>Total Billing</b>	<b>\$ 800,501.87</b>	<b>93,640,520</b>	<b>15,933</b>

**INVESTMENT SUMMARY REPORT  
OCTOBER 1, 2025-APRIL 30, 2026**

FUND	AMOUNT									INT	
	INVESTED	Oct	Nov	Dec	Jan	Feb	Mar	Apr	TOTAL	RECEIVED	Y-T-D
	OCT 1,2025	Change	Change	Change	Change	Change	Change	Change	INVESTED	IN MAR	INTEREST
GENERAL FUND	107,700	-18,656.00	-62,676.00	-11,753.00	38,336.35	426,886.00	-635,291.00	397,022.00	241,568	2,250	11,280
GF-RESTRICTED	68,898	0.00	0.00	0.00	1,949.00	0.00	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	0.00	1,800,000		
GF-MISC A/R	210,000	0.00	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	258,326.00	1,651,111	3,026	12,628
GENERAL CONSTR.	284,054	-12,892.00	-14,362.00	101,697.00	2,762.00	-4,165.00	98,841.00	-17,214.00	438,721	776	3,943
EQUIPMENT REPL	285,102	749.00	624.00	665.00	644.00	580.00	227,720.00	-96,638.00	419,446	989	4,905
STREET & DRAINAGE	230,786	12,425.00	-10,795.00	-166.00	462.00	34,878.00	520.00	9,327.00	277,437	510	3,298
CEMETERY FUND	101,954	421.00	117.00	1,110.00	785.00	408.00	1,386.00	1,830.00	108,011	183	1,332
ANIMAL SHELTER	55,461	983.00	445.00	102.00	2,238.21	92.00	240.00	480.00	60,041	99	718
W/S FUND	181,621	-103,381.00	-59,932.00	17,606.00	61,941.00	-84,227.00	201,095.00	-450,483.00	-235,760	1,954	8,826
W/S MIN.RESERVE	400,000	0.00	-100,000.00	-150,000.00	500,000.00	0.00	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	246,953.00	332,449		
W/S-RESTRICTED	111,285	0.00	0.00	0.00	3,149.00	0.00	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	-24,499.00	11,661	65	490
MAIN STREET	10,081	-1,384.00	-215.00	-2,970.00	10.00	-3,135.00	17,023.00	-5,242.00	14,168	32	113
TOURISM	208,377	37,965.00	-29,484.00	-11,859.00	68,745.00	-27,082.00	3.00	-4,516.00	242,149	502	2,836
CIVIC CENTER	87	1.00	0.00	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	9.00	5,432	9	66
<b>TOTALS</b>	<b>3,637,420</b>	<b>-173,253.00</b>	<b>-388,317.00</b>	<b>-515,967.00</b>	<b>2,006,857.56</b>	<b>1,616,064.00</b>	<b>-86,356.00</b>	<b>315,355.00</b>	<b>6,411,803.56</b>	<b>10,396</b>	<b>50,437</b>

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  
Apr 2026**

DATE RECEIVED	TAX FOR MONTH	HOTEL NAME	TAXABLE MONTHLY RECEIPTS	7% TAX	1% RETAINER	AMOUNT PAID
5/19/2026	Apr	Baymont Inn	112,132.84	7,849.30	78.49	<u>7,770.81</u>
5/4/2026	Apr	Budget Inn (Sawan LLC)	16,573.54	1,160.15	11.60	<u>1,148.55</u>
5/15/2026	Apr	Economy Inn	8,679.65	607.58	6.08	<u>601.50</u>
5/3/2026	Apr	Holiday Inn Express(Jayani Investments)	198,585.00	13,900.95	139.01	<u>13,761.94</u>
5/3/2026	Apr	Woodlawn Hills (Patel & Sons LTD)	21,150.00	1,480.50	14.81	<u>1,465.69</u>
5/8/2026	Apr	Motel 6	86,800.05	6,076.00	60.76	<u>6,015.24</u>
		<b>Totals</b>	<b>443,921.08</b>	<b>31,074.48</b>	<b>310.74</b>	<b>30,763.73</b>

## 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	<b>155,181</b>	-	-	-	-	-	-
MARCH	MAY	190,562	-	-	-	-	-	-	-
APRIL	JUNE	156,711	-	-	-	-	-	-	-
MAY	JULY	180,487	-	-	-	-	-	-	-
JUNE	AUGUST	186,578	-	-	-	-	-	-	-
JULY	SEPTEMBER	161,738	-	-	-	-	-	-	-
TOTAL		2,179,109	1,179,163	-	-	-	-	-	-
Average Monthly Sales Tax:		181,592	98,264	-	-	-	-	-	-
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

May

2026

## CIVIC CENTER

### Rental

Entire Hall	3	Community Prayer Breakfast, Arp Prom, Ebenezer Church Bar Assoc., Villanueva, Bowman, Tenaska, Vaedictorian,
1/3 Hall	8	Smith, Villaneueva, HBBA
2/3 Hall	3	Almaraz, Viridiana, Garmon
Reception Room	6	Renaissance, Arp Prom, Cordero, Gossett, Murillo, Merritt, Blount
Board Room	7	Ihlendeldt x 3, Duke x 2, Ebenezer, HBBA
TOTAL	<b>27</b>	

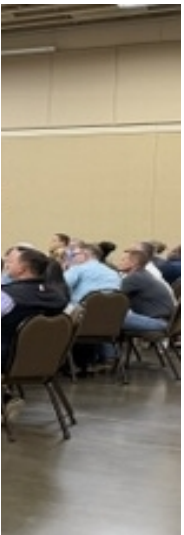
## PAVILIONS

### Rental

Yates Park	10	Roberge, Martin, HISD, Dixon, Goode, Foey, Lockridge, Moore, Hageen, CBC
Fair Park	17	Galvan, Sanches, Dorsey, stackpole, Ecizondo, Chandalis, Lewis, West Rusk, Tillison, Color Run, Fountain, Hunt, Jones, Carslie, Taylor, Ponedelun, Neal
Lake Forest-Lion	8	Sanders, HMS, Lawson, Potts, Palan, Kimd, Landrum, Wood
Lake Forest-Mann	2	Sanders, HMS
Lake Forest-Azalea	4	Sanders, HMS, Absher, Forbus
Lake Forest-Gazebo	2	Tannehill, Rosales
Lake Forest-Plaza	1	HHS Band
TOTAL	<b>44</b>	











# MONTHLY REPORT

MAY 2026

## TOURISM

Preparations for the 2026 Heritage Syrup Festival continue to move forward successfully. Vendor applications were finalized and launched on June 1 as scheduled. As of June 9, approximately 150 vendor applications have already been received, with more than seven weeks remaining before the application deadline. Interest in the festival remains exceptionally strong. I met with members of the Rusk County Historical Commission to assist with planning their festival activities and to clarify roles and responsibilities for the event.

I met with Veley Productions to evaluate Henderson's downtown sound system, which has been inoperable for several months. We are exploring options to restore service to at least a portion of downtown in time for the Heritage Syrup Festival. The long-term goal is to build the system in phases, expanding coverage each year until the entire downtown district is equipped with reliable public sound capabilities.

Planning continues for the Freedom Festival at Lake Forest Park on July 4. The event is shaping up to be the largest yet, with additional activities and entertainment being provided by local nonprofit organizations and service groups before the evening fireworks show.

I am also pleased to report that Henderson was awarded a \$10,000 grant from the Henderson Memorial Hospital Foundation to support Movies in the Park programming. The funds have been received, and preparations are underway for the first showing on July 2. This grant, combined with local business sponsors, will allow the city to host approximately ten movie screenings in 2026, primarily in parks throughout the summer, with several additional showings planned for the fall and holiday seasons.

## MAIN STREET

We received exciting news this month that Henderson has once again earned accreditation as an official Main Street City. Maintaining this designation requires ongoing commitment and hard work from both staff and board members, and we are proud to remain one of only 860 accredited Main Street communities nationwide and one of just 42 in Texas.

The Main Street Advisory Board welcomed two new members this month, Donavon Dickeson and Bonnie Hayes. We are excited to have them join the team and look forward to their contributions as they become familiar with our programs, projects, and goals.



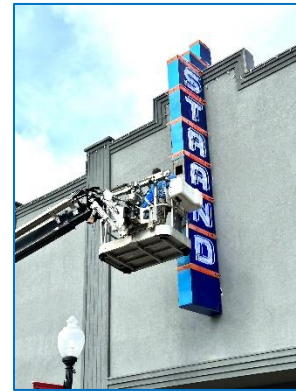
*New and returning Main Street board members take the oath of office from City Secretary Cheryl Jimerson. From left, Bonnie Hays, Donovan Dickeson, Kelly Bumgardner, and Ben Patterson.*

Strong-Hurt Pharmacy was awarded a façade grant to assist with masonry repairs and repainting the front of its historic building. In another downtown improvement, the iconic neon sign on the former Strand Theater has been repaired and is once again lighting up downtown Henderson in the evenings.

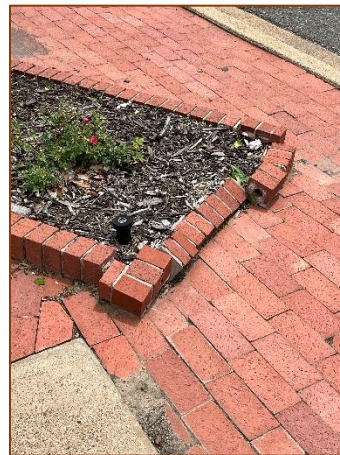
The new owners of the Strand building attended the board meeting to introduce themselves and share their vision for the property. Their plans include creating a performance venue and movie theater, adding new entertainment opportunities to our downtown district. As a benefit of Henderson's Main Street status, the Texas Historical Commission's architecture department will provide complimentary conceptual renderings and design recommendations for both the building's façade and interior spaces.

Several Main Street board members also met with representatives from TxDOT regarding the future of Heritage Square. Based on those discussions, modifications were made to the preliminary design concepts, and TxDOT hopes to begin presenting updated plans and gathering public feedback in the near future.

Current conditions in Heritage Square highlight the need for improvements.



*The neon sign on the old Strand Theater has been repaired and again lights up the downtown nights.*



Many of the existing brick structures have deteriorated, and while the area includes designated wheelchair access routes, they do not fully meet accessibility needs and lead directly into traffic on East Main Street. The Main Street Board's vision is to create a safer, fully ADA-accessible public space that can better accommodate community events, temporary seating, and other public uses. Residents will be hearing much more about these ideas as the planning process moves forward.

## CALENDAR

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May	4	Freedom Festival planning meeting
	7	Downtown sound system assessment
	8	Interviews for Main Street Advisory Board new members
	12	Texas Main Street Program quarterly network meeting
	12	Nextown AI demo
	14	Heritage Syrup Festival planning meeting @ Depot
	18	Historic Landmark Preservation Committee meeting
	19	City Council meeting
	20	Northeast Texas Tourism Council meeting in Atlanta
	22	Historic Landmark Preservation Committee meeting
	29	ITI Digital meeting
	29	Expedition Texas/Route 31 Productions meeting

Respectfully submitted,

Alexa Duke

Tourism & Main Street Coordinator



**City of Henderson**

# Monthly Report

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**To:** Mayor and City Council Members

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

**Date:** June 9, 2026

**Re:** May 2026 Monthly Report

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## MUNICIPAL COURT

Fines collected for 2025-2026 year – \$114,794.58 from 4172 transactions

Fines collected for 2024-2025 year- \$102,493.21 from 3967 transactions

Fines Collected March 2026 - \$14,294.38 from 495 transactions

Fines Collected March 2025 – \$12,816.80 from 554 transactions

Virtual open Court Cases Scheduled 67, Appeared 28 by virtual and including walk-ins

**MINUTES  
Henderson Economic Development Corporation  
Board of Directors Regular Called Meeting**

May 12, 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), Adam Duey (Secretary), Trey Segura (Treasurer), Justin Pirtle, Courtney Smith

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Board members absent: none

Staff absent: none

Visitors: Rachelle Thrasher, Lou Madsen, Joanna Bounds, Gregory Jackson

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**CALL TO ORDER**

The meeting was called to order by Michael Marshall at 2:00 P.M.

**INVOCATION**

The invocation was given by Michael Marshall.

**CITIZENS COMMENTS**

None.

**PRESENTATIONS/ANNOUNCEMENTS**

**1. Henderson Gifts of Grace Resale Store-Tim Wiseman**

Tim Wiseman with Henderson Gifts of Grace appeared before the board to request an extension for their project completion timeline due to construction delays. They explained that delays in contracting and a legal review process lasting approximately three months slowed progress; however, the project is now back on track. Construction activity has begun on Highway 259, with framing expected to start within the next one to two weeks. The organization is now targeting completion by December 2026 and plans to hold a grand opening on January 1, 2027

**REGULAR BOARD BUSINESS**

**1. Consider and take necessary action on minutes from the regular meeting held April 21, 2026.**

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

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

Trey Segura reported that the primary item of note in the financials was the sales tax revenue increase. While revenues remain down overall, he expressed hope that the recent uptick may indicate movement in the right direction, though the exact cause is unclear. He also noted that some clerical corrections had been made earlier in the week and confirmed that the board packets reflected the corrected information. Courtney Smith inquired about the NuRealm contract, which expired on the contract list despite continued payments for services. Mr. Gardella clarified that services are still being utilized and the arrangement is currently being handled on a month-to-month basis. The contract was originally approved outside the normal fiscal calendar cycle, and the board plans to revisit and align it with the fiscal year during the upcoming budget planning process.

Adam Duey made a motion to approve the April 2026 financials seconded by Micah Howard and with unanimous approval of the board members present the motion was approved.

**3. Consider and possibly take action to accept the completion of the signage project at the Innovation Park and set warranty date.**

Bret Gardella advised that the monument signs have been erected; however, electrical power has not yet been connected due to pending erosion control work that must be completed before SWEPCO can install the meter. Bret Gardella informed the board that the signs and lighting had already been tested and demonstrated to function properly. Mr. Gardella clarified that the electrical connection work is separate from the signage contractor's scope of work and that the contractor had completed its portion of the project. Courtney Smith asked whether acceptance of the project should be delayed until power was connected, but it was confirmed that the contractor's work was complete and that project engineer Neal Holland had approved the completion. Mr. Gardella clarified that, according to prior discussion with Neal Holland, the warranty period would begin upon the board's formal acceptance of the project completion.

Trey Segura made a motion to approve the completion of the signage project seconded by Adam Duey and with unanimous approval of the board members present the motion was approved.

**4. Consider and take necessary action on Performance Agreement for Atwood Distributing, L.P**

No action taken.

**5. Consider and take necessary action on new Performance Agreement with Brasso Development, LLC.**

Bret Gardella explained that all previous agreement with the developer's company had been voided, allowing the corporation to offer lots individually to any interested builder or developer. Brasso Development was identified as the first builder seeking to purchase two adjacent lots, Lots 20 and 21, to construct homes in accordance with the project's established specifications and design standards. These lots were selected due to their proximity to utilities, which would help reduce infrastructure costs and accelerate construction. Board members were reminded that the corporation's objective remains to encourage quality residential development while supporting attainable homeownership and generational wealth creation within the city. Under the proposed structure, builders who complete homes within agreed timelines and successfully sell them may have the lot costs waived, allowing savings to be passed on to the eventual homeowner. Adam Duey asked about outreach efforts to other local builders and developers. Mr. Gardella explained that public promotion had been delayed until all termination agreements with the prior developer were fully executed. With those matters nearing completion, staff plan to begin broader outreach to local and regional builders. Mr. Gardella noted that meetings had already occurred with several builders and contractors, including contacts from Longview and the Dallas market, and that a working list of interested parties was being developed by Shelby Jacobs and Bret Gardella. Board members emphasized the importance of ensuring local builders are aware of the opportunity, particularly considering previous public concerns regarding fairness toward Henderson-based builders. Bret Gardella reiterated that the prior process had focused on securing a master developer rather than individual builders and that the project is now open to any qualified builder interested in purchasing lots. Additional discussion addressed infrastructure challenges associated with the project, particularly utility access and the potential creation of a TIRZ district to help offset future infrastructure costs. Mr. Gardella explained that revisions had recently been made to the proposed district boundaries to reduce the amount of residential property included in the plan. Once city officials review and approve the revised mapping, the next step will involve additional presentations and educational sessions with the city council regarding financing structures, reimbursement options, and long-term implementation. It was explained that the district would help capture future increases in ad valorem tax revenue generated by development within the designated area over time. Courtney Smith inquired about the possibility of hosting a public meeting or presentation for interested builders and real estate professionals so that information regarding the development opportunity could be shared consistently and efficiently. Bret Gardella confirmed that these ideas had already been discussed internally but noted that several pending items and infrastructure questions have delayed broader marketing efforts and affected project momentum.

Micah Howard made motion to approve the Performance Agreement seconded by Trey Segura and with unanimous approval of the board members present the motion was approved.

**6. Discussion and possible action of an extension on the construction time for the Henderson Gifts of Grace Resale Store.**

Michael Marshall discussed the progress of the project site and noted that the property appearance had improved significantly following cleanup efforts and the pouring of the slab. Discussion then turned to the project completion timeline, with it being noted that the developer had originally proposed a completion date of December 2026. After consideration, it was determined that a nine-month extension to the agreement would provide sufficient additional time and flexibility for the project. Since the original agreement had been executed on May 28, the board agreed that extending the agreement by nine months would establish a new completion date of January 28, 2027, which was also noted as being administratively simpler for tracking purposes.

Justin Pirtle made motion to approve the extension seconded by Courtney Smith and with unanimous approval of the board members present the motion was approved.

**7. Consider and take necessary action on Small Business Grant for L Strong Properties.**

Shelby Jacobs presented a downtown façade grant application submitted by Tommy Strong, owner of the building housing Strong Hart Pharmacy. The proposed project includes removal and replacement of two signs and the awning, power washing the building, repairing brick and stucco surfaces, and priming and painting the front, side, and rear exterior walls as part of a complete re-facing of the building. Two bids for the work were submitted, one totaling approximately \$19,800 and the other approximately \$21,035. Courtney Smith inquired about the requirement for approval from the city's preservation board prior to any exterior work being performed in the downtown district. Shelby confirmed that applicants are informed that no work may begin until all necessary approvals are obtained. Questions were raised regarding whether projects should receive preservation approval prior to board consideration to avoid starting the grant timeline prematurely; however, Shelby explained that the current process allows the board to approve the grant while requiring proof of all city approvals before reimbursement is issued. Adam Duey addressed liability concerns related to contractors and insurance coverage. Trey Segura clarified that the corporation's role is limited to providing reimbursement grants and that property owners remain responsible for selecting and managing contractors, obtaining required approvals, and paying for completed work prior to reimbursement. It was noted that the grant program guidelines already require compliance with all applicable city ordinances and board approvals. The board generally

agreed that continuing to require proof of preservation approval prior to reimbursement, along with reiterating the approval requirements to applicants, was an appropriate process moving forward.

Trey Segura made motion to approve the small business grant seconded by Justin Pirtle and with unanimous approval of the board members present the motion was approved.

**8. Consider and take necessary action on Small Business Grant for A&L Music.**

Shelby presented to the board the grant application for improvements at the A&L Music property. Shelby explained that the proposed work would involve improvements beginning at the first driveway alongside the metal building, continuing around the rear of the property, and extending to the second driveway on the opposite side. Adam Duey compared the request to a similar project previously approved near the Northside School area on Van Buren. Board members noted that the proposed improvements would significantly enhance the appearance and functionality of the property. Trey Segura explained that the business regularly handles large and heavy equipment, including pool tables, jukeboxes, and related items, making the driveway improvements important for operational logistics and trailer access.

Trey Segura made motion to approve the small business grant seconded by Courtney Smith and with unanimous approval of the board members present the motion was approved.

**\*Micah Howard abstained\***

**9. Consider and take necessary action on Small Business Grant for Scarborough Realty.**

Shelby Jacobs presented the grant application submitted by Scarborough Realty, where Princess Three Corporation is currently officed out of for improvements to its building located on Highway 322. Shelby Jacobs explained that the proposed project consists of complete exterior pressure washing and repainting of the building. Additional repairs would include correcting damaged and uneven gutter areas, repairing deteriorated wood beneath the gutters, and replacing damaged wood sections along the side of the building. It was noted that the completed project would significantly improve the overall appearance of the property. Shelby also confirmed that two bids had been submitted for the work.

Adam Duey made motion to approve the small business grant seconded by Micah Howard 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

Bret Gardella requested that the cumulative grant totals be read into the record. Shelby Jacobs reported that, to date, 35 grant applications have been received, with 26 approved and 20 projects completed and paid, totaling \$250,179.87 in grant reimbursements. For the current fiscal year through April 30, total grant reimbursements amounted to \$77,790.66, including \$62,584.81 in industrial grants and \$26,205.85 in small business grants.

b. Executive Director-Gardella

Bret Gardella reported that recruitment activities and conference attendance are underway, recently attended Select USA, however some meetings were cut short, so he did miss out on a few appointments. He also noted upcoming bid openings on May 21 for clearing and grubbing work on Highway 323 and Highway 64, along with inclusion of the 35-acre Evenside tract and mowing of the 10-acre site to better prepare the properties for development. It was explained that clearing the full property at once may be more cost-effective due to mobilization and disposal costs, and bids will be brought back for board consideration next month. An update was also provided on the Atwoods project. While survey work and site planning continue, with ongoing concerns related to pipelines, existing wellheads, and the potential for additional drilling that could impact future multifamily development. Bret further discussed coordination with TxDOT regarding driveway access and potential acquisition of a corner right-of-way for improved commercial use and signage, emphasizing the importance of maintaining the visibility and appearance of a major investment corridor. Finally, discussions with Henderson ISD were summarized, focusing on long-term facility needs including capacity issues at Northside Intermediate and potential high school improvements, with early conversations centered on how economic development efforts may support future school district growth and community planning.

**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 Code.
- C. Deliberations about Real Property in accordance with Section 551.072 of the Texas Government Code.

**The time is: 2:43 p.m.**

**The time is: 3:45 p.m.**

**Adjourn.**

Adam Duey made a motion to adjourn seconded by Courtney Smith, and with unanimous approval of the board members present, the motion passed.

**The time is: 3:45 p.m.**

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DRAFT