



THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, WILL MEET ON TUESDAY, THE 16th DAY OF MAY 2023, AT 6:00 P.M. FOR A REGULAR COUNCIL MEETING, AT CITY HALL, 300 W. MAIN STREET, FOR THE FOLLOWING PURPOSES:

Mayor:
J.W. (Buzz) Fullen

Council Members:
Wes Breitenberg
Reginald Weatherton
Melissa Morton
Gina Juarez

City Manager:
Jay Abercrombie

Mayor Pro Tem
Henry Pace

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

PRESENTATIONS/ANNOUNCEMENTS

CONSENT AGENDA

1. Consideration and possible action upon the minutes of April 18, 2023 Workshop and Regular Council Meeting. (Jimerson)
2. Consideration and possible action upon HEDCO financials from the month of March 2023. (Clary)
3. Consideration and possible action upon the request from the Juneteenth Committee for approval on the Juneteenth Parade route and on duty officers for escort, directing traffic and activities scheduled for Saturday June 17, 2023. (Taylor/Chote)

COUNCIL BUSINESS – REGULAR SESSION

4. Consideration and possible action upon awarding a bid proposal for the City Hall elevator project. (Holland)
5. Consideration upon the first reading of Ordinance 2023-04-05 renaming Pope Street to Bob Allen Way. (Hughes/McElfresh)
6. Consideration and possible action upon Resolution 2023-05-01 Intent to establish the City of Henderson Property Assessed Clean Energy (PACE) Program and setting a public hearing date. (Jimerson/Abercrombie)
7. Consideration and possible action upon the renewal of a Curfew Ordinance 2023-04-04. (Jimerson/Taylor)
8. Consideration and possible action upon the second reading of Ordinance # 2023-04-03 annexing HEDCO property located on Industrial Drive/Morris Street into the city limits. (Jimerson)
9. Consideration and possible action upon the second reading of Ordinance 2-23-04-05 a zoning change from Institutional (IS) to low density Multi-family 1 (M1) for a property located at 1112 Longview Dr. (Hughes/McElfresh)
10. Consideration and possible action upon Resolution # 2023-05-02 allowing the same Board members to serve on Main Street and The Historic Preservation Boards. (S.Kimbrell)
11. Consideration and possible action upon amendment #2 to the HEDCO Employment Agreement with the City of Henderson. (Clary)

DEPARTMENTAL REPORTS:

12. 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 Rec Departments
 - G. Public Utilities
 - H. Finance Department
 - I. City Secretary
 - J. Communications and Marketing
 - K. HEDCO
 - L. Director of Operations
 - Civic Center
 - Main Street/Tourism
 - Municipal Court

BOARDS AND COMMISSIONS

Board of Adjustments Minutes of the meeting from April 11, 2023

Planning and Zoning Minutes of the meeting from April 11, 2023.

Cemetery Board Minutes of the meeting from April 19, 2023.

Main Street did not meet in the Month of April.

Preservation did not meet in the Month of April.

EXECUTIVE SESSION:

13. Executive Session to consult with the City Attorney discussing real property located in the 1800 Block of HWY 64 West, and in the 1700 Block of HWY 259 South in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 071 and 072.

REGULAR SESSION:

14. Reconvene into Regular Session and take action necessary as a result of the Closed Session.

ADJOURNMENT

15. 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 City Hall and on the notice board at the handicap accessible door of the City Hall, Henderson, Texas, on this the 10th day of May 2023.


Cheryl Jimerson, City Secretary

MINUTES OF THE
HENDERSON CITY COUNCIL
REGULAR SCHEDULED MEETING
AND WORKSHOP

April 18, 2023

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

Mayor Fullen called the meeting to order at 5:35 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Council Member Henry Pace gave the invocation, Mayor Fullen led the Pledges.

CITIZENS COMMENTS

There were no citizen comments.

PRESENTATIONS/ANNOUNCEMENTS

1. Proclamation designating the month of May as National Historic Preservation Month

Mayor Fullen declared the month of May as National Historic Preservation Month.

Police Chief Chad Taylor recognized Officers Jackson Jones, Bryan Graham and Tony Villalobos for their swift response to an area emergency call. The actions of these officers saved the life of a local woman.

CONSENT AGENDA

2. Consideration of possible action upon the minutes of the meeting from March 21, 2023. (Jimerson)
3. Consideration and possible action upon HEDCO financials from February 2023. (Clary)
4. Consideration and possible action upon declaring certain property as surplus and authorizing staff to dispose of the same. (Kimbrell/Abercrombie)

Council Member Henry Pace made a motion to approve the consent agenda, duly seconded by Council Member Melissa Morton. The vote was unanimous.

COUNCIL BUSINESS – REGULAR SESSION

5. Open a second Public Hearing upon the voluntary annexation application of 25.119 acres into the city limits located at 1702 Industrial Drive owned by HEDCO. (Jimerson)

Mayor Fullen opened a second public hearing at 5:42.

There were no comments.

6. Close Public Hearing.

Mayor Fullen closed the public hearing at 5:48.

7. Consideration upon the first reading of Ordinance # 2023-04-03 annexing HEDCO property located on Industrial Drive/Morris Street into the city limits. (Jimerson)

City Secretary Cheryl Jimerson stated, the first public hearing on the annexation of this property was held March 21, 2023, with no public comments. This is the second public hearing allowing the first reading of said ordinance under consideration.

Council had no questions or comments on the first reading of Ordinance 2023-04-03.

8. Consideration and possible action upon the fourth amendment of the Henderson Independent School District School Resource Officer Interlocal Agreement with the Henderson Police Department. (Taylor)

Chief of Police Chad Taylor stated, this amendment is in reference to the purchase of a police unit and equipment, which will be assigned to the School Resource Officer Program. The funds are split, HISD 75% with the City picking up the balance of 25%. This has been approved by the School Board.

Council Member Melissa Morton made a motion to approve the fourth amendment of the Interlocal agreement with HISD and COH, duly seconded by Council Member Reggie Weatheron. The vote was unanimous.

9. Consideration and possible action upon the second reading of Ordinance 2023-03-01 changes the current zoning of a property from a Medium Density Multi-Family (M2) zone to a General Commercial (C2) zone. These properties are located on the corner of Kilgore Drive (HWY 259) and Millville Drive (FM 782). (Hughes/McElfresh)

Zoning Coordinator Billy Hughes stated, the properties included in this request were previously zoned Medium Density Multi-Family Residential (MF2) in 2001 by Ordinance #01-04-10 from Residential Estates (RE) and General Commercial (C2). The current owners of these lots have plans to develop this property for commercial use and have requested that the portion of the property currently zoned MF2 be re-zoned to C2.

Council Member Wes Breitenberg made a motion approving said Ordinance listed in this item, duly seconded by Council Member Henry Pace. The vote was unanimous.

10. Consideration and possible action upon the second reading of Ordinance 2023-03-02 changing the current zoning of a property from a Planned Development (PD) to a General Commercial (C2) zone. This property is located at 100 Zied Blvd. (Huhges/McElfresh)

Zoning Coordinator Billy Hughes stated, at a meeting held March 14, 2023 the Planning and Zoning Commission voted to make a recommendation to Council to change the zoning of this property from Planned Development (PD) to General Commercial (C2). This property is part of the Brookridge subdivision that was zoned for Planned Development in 2012 when Dr. Yasser Zeid bought and developed several parcels into a mixed use subdivision. Bane Investment Holdings recently purchased the property located at 100 Zeid Blvd.. Mr. Bane is requesting that this property be removed from the Planned Development zoned district and be re-zoned to General Commercial. Mr. Bane has approval from TxDot to create an entrance from US Hwy 79 E. onto his property. This street will be built to city and state specifications, and dedicated to the City.

Council Member Reggie Weatheron made a motion approving said Ordinance listed in this item, duly seconded by Council Member Gina Juarez. The vote was unanimous.

11. Consideration of the first reading of Ordinance 2-23-04-05 a zoning change from Institutional (IS) to low density Multi-family 1 (M1) for a property located at 1112 Longview Dr. (Hughes/McElfresh)

Zoning Coordinator Billy Hughes stated, in February of 2022, the zoning was changed on this property to Institutional (IS) when it was leased to a faith-based woman's outreach organization. The lease was terminated approximately 6 months ago with the building remaining empty. The owner now has the property under contract to sell and the buyer wants to convert the building on the property into a duplex. Therefore, the zoning of the property request is for a Low Density Multiple Family Residential (M1) zone.

Council had no questions or comments on the first reading of the Ordinance 2023-03-05 zoning change.

12. Consideration upon the first reading of the Ordinance #2023-04-06 abandoning a part of an unnamed/unimproved street/alley off Penn Street. (Hughes/McElfresh)

This item was struck from the agenda. The City Attorney, Joe Shumate, needs more information from the surveyor.

13. Consideration and possible action to rescind previous approval of a Minor Plat submitted by Bane Investment Holdings (BIH) for the property known as part of the Crimcrest Addition located between Whippoorwill and Mockingbird Streets. (Hughes/McElfresh)

Zoning Coordinator Billy Hughes explained the change from BIH, wanting to recall the previously approved minor plat on the Crimcrest Addition. Billy stated the plots could be developed as is, with consideration from the Board of Adjustments (BOA).

Council Member Henry Pace made a motion to rescind said plat, duly seconded by Council Member Melissa Morton. The vote was unanimous.

DEPARTMENTAL REPORTS:

14. 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

Billy Hughes updated the Council on the city wide clean up held on April 1, 2023.

262 vehicle

150 tires

100 electronic items recycled

40 tons of debris collected was reported from the solid water collection site.

F. Public Services/Parks and Rec Departments

Council Member Reggie Weatheron made Kirk aware of limbs in the street. Kirk called the crew on-duty to take care of the limbs.

G. Public Utilities

Randy Boyd gave an update on the meter installation. As of now, there are 132 meters replaced. Projected completion date is the end of July.

H. Finance Department

I. City Secretary

J. Communications and Marketing

K. HEDCO

L. Director of Operations

Civic Center

Main Street/Tourism

Municipal Court

BOARDS AND COMMISSIONS

Board of Adjustments Minutes

Planning and Zoning Minutes

The Cemetery Board Meeting will not meet again until April 19, 2023

Main Street Meeting Minutes

The Preservation Board did not meet in February or March.

There were no questions from the Council about any of the committee minutes.

ADJOURNMENT

15. Adjourn

Council Member Henry Pace made a motion to adjourn at 6 p.m., duly seconded by Council Member Melissa Morton. The vote was unanimous.

ATTEST:

APPROVED:

Cheryl Jimerson, City Secretary

John Fullen, Mayor



City Council

Agenda Item # 2.

SUBJECT: Consideration and possible action upon HEDCO financials from the month of March 2023. (Clary)

MEETING DATE: May 16, 2023

DEPARTMENT: HEDCO

CONTACT: John Clary, HEDCO Director

RECOMMENDED CITY COUNCIL ACTION:
ITEM SUMMARY:

BACKGROUND INFORMATION: HEDCO approved the March, 2023 financials on April 18, 2023

SPECIAL CONSIDERATIONS: On behalf of the HEDCO Board, I respectfully request approval.

SUPPORTING MATERIALS:

1. HEDCO FINANCIALS 2022-2023 (Updated Thru 2023-03-31)

HEDCO - APPROVED BUDGET 2022-2023

	A	B	C	D	E	F	G	H	I	J	K
1	Last Edit Date:	April 17, 2023	TYPE B - EDC								
2	Budget approved:	HEDCO - 8/11//2022	03/31/2023 Checking Acct. # 4911857 Balance \$ 2,542,712.47								
3	Budget approved:	City Council 8/23/2022	03/31/2023 Money Market Acct. # 4011759 Balance \$ 5,121,834.50								
4			Type B Acct. # 4271963 Balance								
5			Total Account Balances					\$ 7,664,546.97			
6				Approved	Final		APPROVED		Y-T-D		
7				Budget	Budget		BUDGET	1-Month Ended	2022-2023	% Of	
8	Acct.#		Description	2021-2022	2021-2022		2022-2023	3/31/2023	3/31/2023	Budget	Notes
9				12	12				6	50%	Percent of year completed
10	REVENUE										
11	3010		Sales Tax Revenues	1,450,000.00	1,450,000.00		1,750,000.00	138,613.74	1,074,536.15	61%	
12	3025		Interest Income - Banks	40,000.00	40,000.00		25,000.00	16,687.66	84,925.80	340%	Reduced for Alford and Richardson purchases, spec building and amended investment contract
13	3030		Land Sales -Old Industrial Park	106,780.00	106,780.00				123,246.60		7.6 acres to Tyler Pipe, Amendment needed
14	3058		Lease Income - Oldcastle (Aggregates) 7.60 Ac.								Industrial Dr. (CR 203) 7.6 Acres being sold to Tyler Pipe
15	3059		Lease Income - Texas Materials Group - 29.16 Ac.	12,800.00	12,800.00		19,200.00		8,000.00	42%	Mo.Lease - Industrial Dr. (CR 203) was Texas Bit/Oldcastle - Complete 9/2023 (to receive \$1600.00 per month 2/2022 thru 9/2023)
16	3090		Other (Misc) Revenue	21,189.07	21,189.07				115,463.13		Winly Foods reimbursement on incentive
17			TOTAL REVENUE	1,630,769.07	1,630,769.07		1,794,200.00	155,301.40	1,406,171.68	78%	
18											
19	* Footnote		Note Reciveable from Rusk County Rural Rail District - Not Included in Budget Totals	13,333.34	13,333.34						Notes receivable accrue on the balance sheet vs.the budget at. \$6,666.67 per month. Pmt. Deferred for 15 years until 2037.
20											

HEDCO - APPROVED BUDGET 2022-2023

	A	B	C	D	E	F	G	H	I	J	K
6				Approved	Final		APPROVED		Y-T-D		
7				Budget	Budget		BUDGET	1-Month Ended	2022-2023	% Of	
8	Acct.#		Description	2021-2022	2021-2022		2022-2023	3/31/2023	3/31/2023	Budget	Notes
21	EXPENDITURES										
22	Economic Development Expenses										
23	6106		Project Winly Foods, LLC	103,000.00	103,000.00						Completed - Incentive Agreement \$400,000 -100 jobs signed 9/5/2017, 5-years. Stopped sending payments.
24	6107		Project US Ind. Sourcing / PRO HYDRONIC								Incentive Agreement, \$175,000, 35 jobs, Feb 2019, 5-years. Completed 1st Qtr, 2021
25	6116		Henderson Canvas Products, Inc.								Job creation incentive, 6-jobs @ \$5,000 /job. Forgivable loan executed March 2021. \$30,000 forgivable Loan in A/R
26	6200		Business Incentives for new or existing businesses	500,000.00	500,000.00		350,000.00				Reserve for Incentive for New Businesses. \$5,000 per job x 100 jobs.
27	6190		Matching Grants for Business Retention -Ind. Park				150,000.00				
28											
29			Total Economic Development Expenses	603,000.00	603,000.00		500,000.00	-	-	0%	
30											
31	Supplies, Office Expenses and Professional Services										
32	6501		Accounting (Monthly Bookkeeping + Annual Audit)	12,000.00	12,000.00		12,000.00	375.00	2,340.00	20%	PB&J Accounting, Auditor Morgan LaGrone CPA
33	6502		Insurance - General Liability	1,500.00	1,500.00		1,500.00		1,500.00	100%	City of Henderson Liability premium to HEDCO. Lump sum annual payment.
34	6503		Legal (Attorney)	30,000.00	30,000.00		30,000.00	3,868.10	19,507.07	65%	Legal fees
35	6504		Office Expenses	1,500.00	1,500.00		1,500.00	301.66	1,186.91	79%	Office supplies, copy paper, printer cartridges, computers, printer, furniture, bookshelves, storage, etc.
36	6505		Postage & Shipping	100.00	100.00		100.00	126.00	226.20	226%	Stamps, Fed-Ex, UPS
37	6506		Property Tax						70.53		Copy machine tax
38	6507		Telephone, Cell (Admin)	600.00	600.00		600.00	50.00	300.00	50%	Office Phone, Cell for Adm. Asst.
39	6508		Utilities - HEDCO Offices								Potential utilities in new building.
40	6509		Professional Services - Engineering, Design, Architectural (Part of Capital Expenses)	143,192.50	143,192.50		225,000.00	27,951.81	140,214.64	62%	New Business Park , Professional Services, Property Surveys, Engineering, Phase 1 Environmentals, Streets, Drainage, Sidewalks, Water, Sewer, Fiber, Natural Gas
41			Subtotal - Supplies, Office Expenses and Professional	188,892.50	188,892.50		270,700.00	32,672.57	165,345.35	88%	
42											

HEDCO - APPROVED BUDGET 2022-2023

	A	B	C	D	E	F	G	H	I	J	K
6				Approved	Final		APPROVED		Y-T-D		
7				Budget	Budget		BUDGET	1-Month Ended	2022-2023	% Of	
8	Acct.#		Description	2021-2022	2021-2022		2022-2023	3/31/2023	3/31/2023	Budget	Notes
43	Personnel Expenses										
44	7001		Contract Labor - Executive Director (with City)	144,420.00	144,420.00		161,539.00	10,776.63	80,011.85	50%	Salary, Insurance, Retirement, Cell Phone, Car Allowance, W/H invoiced by City of Henderson,
45	7002		Insurance Life - Office Manager	1,200.00	1,200.00		1,200.00				Life Insurance - Office Manager Karen Smith
46	7003		Insurance Health - Office Manager	4,775.00	4,775.00		5,044.00	415.79	2,512.98	50%	Medical Insurance - Office Manager Karen Smith
47	7004		Insurance Worker's Comp - Office Manager	396.00	396.00		396.00		381.52	96%	Hartford Ins. - Office Manager Karen Smith
48	7007		Retirement - Office Manager	3,300.00	3,300.00		4,000.00		1,893.43	47%	Kansas City Life - Office Manager Karen Smith
49	7008		Salary - Office Manager	44,950.00	44,950.00		49,850.00	4,410.48	25,091.23	50%	Salary - Office Manager Karen Smith
50	7009		Payroll Taxes - Adm Asst.	4,200.00	4,200.00		4,950.00	406.56	2,285.75	46%	Payroll Taxes - Office Manager Karen Smith
51	7010		Contract Labor - Dir. of Marketing/Business Dev.	108,280.00	108,280.00		108,280.00	6,667.05	27,253.97	25%	Salary, Insurance, Retirement, Cell Phone, Car Allowance, W/H invoiced by City of Henderson. Director of Marketing
52	7011		Insurance Health - Dir. of Marketing					437.46	1,312.38		Health Insurance - Director of Marketing
53			Subtotal - Personnel Expenses	311,521.00	311,521.00		335,259.00	23,113.97	140,743.11	42%	
54											
55	Program Expenses										
56	7201		Website Annual License Fees	3,200.00	3,200.00		9,400.00	25.00	3,074.00	33%	Annual License Fee to ED Suite. Invoiced Nov 31 annually.
57	7202		Website Development, Maintenance, Upgrades, etc.	24,188.00	24,188.00		12,094.00	13,095.00	13,095.00		Website CMS technology update (back end), new photo gallery, better mapping, new business park pages, updated property search tool, incentives tool - New website design EDSuite
58	7203		Advertising and Marketing	55,100.00	55,100.00		70,100.00	3,949.89	20,956.36	30%	Print ads, Direct mail or email, Marketing travel, Trade shows, Sponsorships, Printed flyers & brochures, Marketing signage, Videos, Billboard, Site Location Partnership, Public Notices, + Business Park Coming Soon Signs
59	7204		Meetings and Entertainment	14,500.00	14,500.00		14,500.00	104.07	3,406.76	23%	Meeting refreshments, BREP meals, Prospect Hosting, Industry Appreciation Luncheon

HEDCO - APPROVED BUDGET 2022-2023

	A	B	C	D	E	F	G	H	I	J	K
6				Approved	Final		APPROVED		Y-T-D		
7				Budget	Budget		BUDGET	1-Month Ended	2022-2023	% Of	
8	Acct.#		Description	2021-2022	2021-2022		2022-2023	3/31/2023	3/31/2023	Budget	Notes
60	7205		Dues, Memberships & Subscriptions	17,285.00	17,285.00		17,250.00	43.00	3,750.04	22%	Chamber of Commerce, TEDC, Rotary, Team Texas, ICSC, NETEDR, Adobe AcrobatDC (2), Place Marketing, also Computer Programs & Subscriptions.
61	7206		Travel & Training - Non-Marketing Conferences, Webinars, Seminars and Training (Including Travel), Admin. Asst. Mileage	27,000.00	27,000.00		25,000.00	1,924.60	7,379.58	30%	TEDC Conferences, Training Workshops, Webinars, PFIA Training, Software Technical Assistance, Rusk County Days Austin Trip, Admin Assistant Mileage.
62	7207		Non Engineering Studies	4,250.00	4,250.00		2,000.00				ETCOG Broadband Study Match
63	7208		Special Projects								
64	7209		BREP Matching Grant Program (Type B Program) (Placeholder)	-							Business Retention - Matching grants for current or new businesses in current industrial parks.
65			Subtotal - Program Expenses	145,523.00	145,523.00		150,344.00	19,141.56	51,661.74	34%	
66											
67			Repairs and Maintenance (Non-Capital Expenses)								
68	7302		Property Maintenance - Frisco Street Parcel (29 acres)	4,000.00	4,000.00		4,000.00	4,000.00	5,365.00	134%	Maintenance (Mowing, Clearing, Trimming, water detention, etc)
69	7303		Property Maintenance - Taylor Street/Greenbelt	1,000.00	1,000.00		600.00		150.00	25%	Greenbelt Maintenance
70	7304		Property Maintenance - Old Industrial Park								
71	7305		Property Maintenance - East Texas Regional Business Park	20,000.00	20,000.00		20,000.00		1,050.00	5%	Mowing, trimming, repairs & maintenance
72	7306		Monument and Wayfinding Sign - Industrial Park								Sign at CR 203 & Loop 571 (TXDOT Won't Allow)
73	7307		Railroad Preventative Maintenance (Ties)								To facilitate NETRMA Grant for RR ties. \$240,000 reimbursement (Completed)
74	7308		Remodel CAC Bldg & Furnishings								Remodel cost, conference table & chairs, wiring, furnishings
75			Subtotal - Repairs and Maintenance (Non-Capital)	25,000.00	25,000.00		24,600.00	4,000.00	6,565.00	27%	
76											
77			TOTAL EXPENSES	1,273,936.50	1,273,936.50		1,280,903.00	78,928.10	364,315.20	28%	
78											

HEDCO - APPROVED BUDGET 2022-2023

	A	B	C	D	E	F	G	H	I	J	K
6				Approved	Final		APPROVED		Y-T-D		
7				Budget	Budget		BUDGET	1-Month Ended	2022-2023	% Of	
8	Acct.#		Description	2021-2022	2021-2022		2022-2023	3/31/2023	3/31/2023	Budget	Notes
79	CAPITAL OUTLAY										
80	7501		Purchase of Property for New Business Park	400,000.00	400,000.00		400,000.00				2019-20 Alford Parcel \$1,044,000, 2020-21 Richardson Parcel \$327,621.95. 2020-21 9.786 Acres \$39,144. Future: Jim Allen Estate.
81	7502		East Texas Reg. Business Park - Capital Expenditures - Utilities & Street Improvements, Land Clearing, Sidewalks, Pond improvements	2,500,000.00	2,500,000.00		3,800,000.00	559,050.53	941,449.59	25%	John Wright Construction, Few Land & Timber & Other Contractors \$4,900 moved to 7203 (Advertising)
82	7503		Grant Match for TCF Grant - Morris Street								TCF Program was Shelved by TX Ag Commission
83	7504		Speculative Building - Design and Construction								Engineer, design and construct a 20,000 sq ft building. On HOLD
84		Total Capital Outlay		2,900,000.00	2,900,000.00		4,200,000.00	559,050.53	941,449.59	22%	
85											
86	TOTAL EXPENDITURES (Expenses + Capital Outlay)			4,173,936.50	4,173,936.50		5,480,903.00	637,978.63	1,305,764.79	24%	
87											
88	Totals										
89		Total Revenues		1,630,769.07	1,630,769.07		1,794,200.00	155,301.40	1,406,171.68	78%	
90		(Less) Total Expenditures		4,173,936.50	4,173,936.50		5,480,903.00	637,978.63	1,305,764.79	24%	
91	Net Increase/Decrease In Unrestricted Net Assets			(2,543,167.43)	(2,543,167.43)		(3,686,703.00)	(482,677.23)	100,406.89	-3%	
92		Receivable for Loan - Rusk County Rural Rail District		-	13,333.34				-		(1-month) Receivables accrue on the Balance Sheet
93		Total Available to Contribute to Fund Balance		(2,543,167.43)	(2,529,834.09)		(3,686,703.00)	(482,677.23)	100,406.89	-3%	Operating income less operating expenses
94											
95	Potential Transfer From Fund Balance										Projected Expenditures In Excess of Annual Income
96											
97	FINAL BALANCE			-2,543,167.43	-2,529,834.09		-3,686,703.00	-482,677.23	100,406.89		
98											



City Council

Agenda Item # 3.

SUBJECT: Consideration and possible action upon the request from the Juneteenth Committee for approval on the Juneteenth Parade route and on duty officers for escort, directing traffic and activities scheduled for Saturday June 17, 2023. (Taylor/Chote)

MEETING DATE: May 16, 2023

DEPARTMENT: Police Department

CONTACT:

RECOMMENDED CITY COUNCIL ACTION: Staff recommends COuncil support this event and approve the request with the condition that the parade route and festival location be contingent upon conditions at the time of the festival, and that changes in either location made at the discretion of the Chief of Police.

ITEM SUMMARY: This committee is requesting support from the City to hold a festival at Yates Park, and a parade for the celebration of Juneteenth.

BACKGROUND INFORMATION: This festival and parade event have been held in years past, and this is an annual continuation of the festival.

SPECIAL CONSIDERATIONS: In the past, the Police Department has participated in the event by providing an officer to be stationed at Yates Park during the festival, and using on-duty personnel for escort and traffic direction purposes during the parade at 10 A.M.

SUPPORTING MATERIALS:

1. Juneteenth Parade Application and Route

CITY OF HENDERSON

REQUEST FOR ITEM TO BE PLACED ON CITY COUNCIL AGENDA
FOR FESTIVALS, PARADES, WALK-A-THONS, AND FUND RAISERS

Event Title: Juneteenth Parade starting @ Yates Park

Contact Person for Event: Carey W Brown

Telephone Number for Contact Person: 903-646-3747

Type of Event: Parade

Date(s) of Event: June 17, 2023

Time(s) of Event: 10:00 AM

Proposed Route, if applicable: Starting at Dobb Street to Dallas Street; east on Dallas Street to Broadway Ave; north on Broadway to MLK; East on MLK to Parkview; North on Parkview to Redbud Street; West on Redbud to Robertson Street; South on Robertson to MLK; West on MLK to Dobb Street then back to Yates Park

(Enclose Map for Verification)

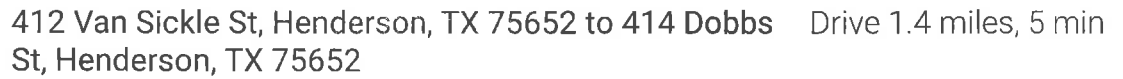
Proposed Street Closures, if applicable: Mainly MLK, the side streets should be okay

(Enclose Map for Verification)

Proposed Electrical Requirements, if applicable: None

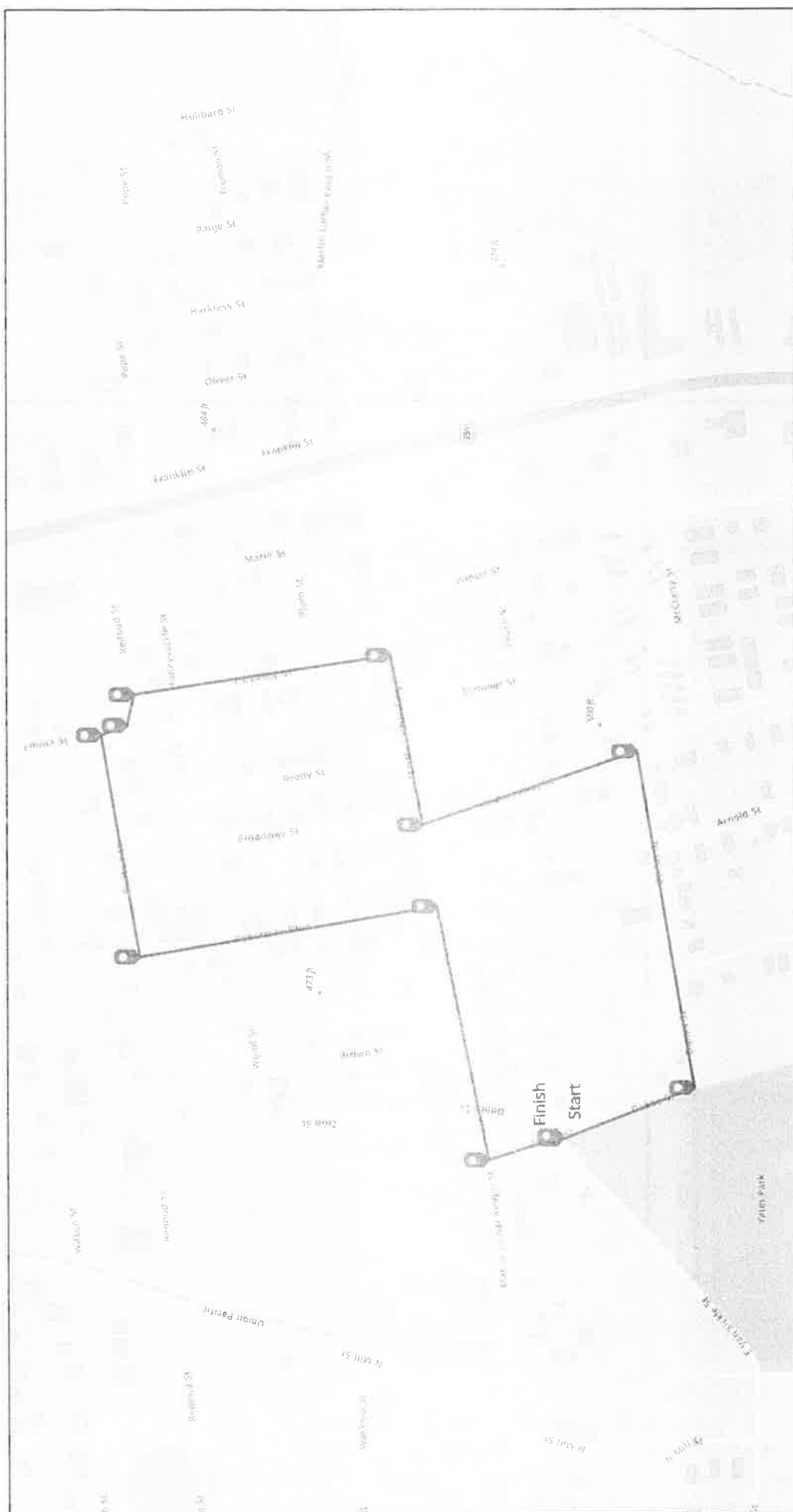
Proposed Service Personnel Needs (i.e. Police, Fire, Street):
City Police Officers to assist with traffic

NOTE: Request must be submitted to the City Secretary's Office at least 30 days prior to event for approval by the City Council. Contact or representative must be present at Council Meeting to answer any questions which may arise.



1. Head northeast on Van Sickel St toward Dobbs St 469 ft
2. Turn right onto Dobbs St 0.1 mi
3. Dobbs St turns left and becomes Dallas St 0.2 mi
4. Turn left onto N Broadway St 0.1 mi
5. Turn right onto Webster Dr 0.1 mi
6. Turn left onto Parkview Dr 0.2 mi
7. Turn left onto Redbud St 0.2 mi
8. Turn left onto Robertson Blvd 0.2 mi
9. Turn right onto Webster Dr 0.2 mi

Juneteenth Parade Route 2022



5/9/2022, 9:12:21 AM

City Boundaries

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodastystreisen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

Henderson GIS
City of Henderson



City Council

Agenda Item # 4.

SUBJECT: Consideration and possible action upon awarding a bid proposal for the City Hall elevator project. (Holland)

MEETING DATE: May 16, 2023

DEPARTMENT: Administration

CONTACT: Davis Brown, Director of Operations

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of the low bidder on the elevator project of Paragon Construction and Associates.

ITEM SUMMARY: On Thursday April 20, 2023 the City received 3 bids for the City Hall elevator project. The low bidder was from Paragon as \$500, 554.69.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Elevator Bid Summary Recommendation to Award



April 26, 2023

Mr. Davis Brown, Public Service Operations Division
City of Henderson
300 W. Main
Henderson, Texas 75652

Re: City Hall Elevator Addition
Bid Summary / Recommendation to Award

Dear Mr. Brown:

On Thursday, April 20, 2023 the City received three (3) bids for the City Hall Elevator Addition Project. Attached is a copy of the bid tabulation for your review and consideration.

You will note the bid tabulation spreadsheet contains a cell that is highlighted in green. A highlighted cell indicates a math error was recorded by one or more of the bidders. It is necessary to flag all errors so the corrected figure(s) can be recorded should the Council choose to award this bid.

The low bidder is Paragon Construction and Associates, LLC of Whitehouse, Texas with a total price of \$500,554.69.

Attached with this letter of recommendation is a list of the Construction Team's relevant work detailing their experience with similar projects. Additionally, the Company produced a list of references that can substantiate their work. Based on the information provided and as verified through their references, it is this Firm's recommendation the City award the Project to Paragon Construction and Associates, LLC in the amount of \$500,554.69.

If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Neal Holland, Principal
Project Manager

Enclosure



City of Henderson
City Hall Elevator Addition
Bid Tabulation - April 20, 2023
Project Number 010-2203

Item	Quantity	Description	Paragon Construction (143 days to complete)	KEA General Contractors (120 days to complete)	SCI Construction days to complete	(155 days to complete)
1	1	LS Mobilization, Bonds and Insurance	\$27,328.00	\$15,000.00		\$15,150.00
2	1	LS Site Preparation, Demolition and Pavement Repair	\$10,400.00	\$10,000.00		\$16,250.00
3	1	LS Grading, Drainage and Erosion Control	\$28,100.00	\$32,350.00		\$30,100.00
4	1	LS Elevator Shaft and Building Addition	\$340,506.69	\$365,650.00		\$403,335.00
5	1	LS Elevator Equipment, Installation and Testing	\$94,220.00	\$95,000.00		\$94,010.00
		TOTAL BID	\$500,554.69	\$518,000.00		\$558,845.00

*At the public bid opening Paragon Construction's written Bid Total was announced as \$507,705.00. Upon tallying the figures of each bidder, it was discovered Paragon's total was incorrect. Therefore, the corrected Total Bid for Paragon Construction based upon the sum of the individual bid items is \$500,554.69

Attachment C



Our Experience with Related Projects: (3.3.1)

Peoples Petroleum Building - \$1.8Million

- Complete historical renovation including MEP for 14 stories.

TJC Underground Utility & Hydronic Piping Reno - \$5,600,000

TJC Alec Genecov Science & Arts Building – \$5,200,000

Brookshires Grocery Company – Managed 5 design builds from \$750,000-\$3.5 M

- Heavy mechanical and structural retrofit.
- Complete renovations during business operations.

City of Tyler Fire Station #4 - \$3.5Million

University of Texas Health Northeast - from \$6000 to \$6 Million

- Multiple projects ranging from small renovations to large mechanical changeouts.

Longview Animal Shelter - \$6,200,000

Keeprite Refrigeration- \$4.175Million

- Addition of 50,000 sq.ft. of industrial complex.

University of Texas at Tyler Patriot Plaza - \$2.8Million

- Large Civil and site utility package.
- Accelerate schedule.

Children's Advocacy Center - \$5,636,000

Texas College Martin Hall Admin. Building - \$4.5Million

- Complete historical restoration and including entire MEP changeout.

UT Tyler Residence Renovations

- Flooring and interior/Exterior Painting to Liberty Landing, Patriot Village

Modine – 1,100,000.00

- Addition of 26,000 sq.ft. warehouse.

Centerpoint Energy Henderson – 2,896,000.00

- Construction of new service center offices and warehouse.

UT Tyler Victory Village – 202,000.00

- Restoration of stairwells and guardrails throughout student residences.

Attachment C



Our References

Tyler Independent School District

Mr. Tim Loper
Facilities Director
1319 Earl Campbell Parkway
Tyler, TX 75701
903-262-1000
Tim.loper@tylerisd.org

CTCU

Mr. Tim Miller
President
1424 W SW Loop 323
Tyler, TX 75701
903-787-8199
Timpml@hotmail.com

Fitzpatrick Architects

Mr. Steve Fitzpatrick
Owner/Architect
5201 S. Broadway, Ste. 200
Tyler, TX 75703
903-592-0728
sf@fitzpatrickarchitects.com

Southern Surgical Arts

Dr. Charles & Brian Stone
Owner
2550 Elkton Trail
Tyler, TX 75703
903-520-6448
cstone@ssat Tyler.com

Marvin United Methodist Church

Mr. Bobby Herrington
Facilities Director
300 West Erwin
Tyler, TX 75701
903-592-7396
bherrington@marvinumc.com

Heartland Financial

Mr. Robert Monaghan
President
501 Shelley Dr.
Tyler, TX 75701
903-561-1900
Robert.Monaghan@hibbshallmark.com

INSURICA - Tyler

Mr. Brad Box
Bonding Agent
4802 Kinsey Dr.
Tyler, TX 75703
903-939-6409
Brad.Box@insurica.com

SC Architects

Max Slicker & Todd Colvin
Owner/Architect
2931 Elkton Trail
Tyler, TX 75703
903-630-7330
max@scarchitecturetx.com

Attachment F



January 5, 2023

Donald Coe
Paragon Construction & Associates, LLC
21405 CR 2182
Whitehouse, TX 75792

To whom it may concern,

It is my pleasure to recommend Paragon Construction & Associates, LLC for future commercial construction services. The Alzheimer's Alliance of Smith County purchased an 8,300 sq ft facility in April of 2021, with construction beginning in September of 2021 and ending in April of 2022. The Alliance selected Donald and his team as the Construction Manager at Risk, for our project. Throughout the project, Donald's team was professional, attentive and did a great job of solving problems that arose during the project.

Even during these uncertain times in construction, Paragon worked tirelessly to keep the project as close to budget and timeline as possible. They managed their team of on-site staff, project management, architecture partners, the City of Tyler and sub-contractors effectively and efficiently.

Donald went above and beyond to work with our Leadership Team and 16-Member Board of Directors and communicated effectively throughout the project with myself, board members, donors, and other involved partners.

I would highly recommend Paragon for any commercial construction project, within their scope of services. If you need any additional information, feel free to contact me at 903-509-8323 or by email at stephanie@alzalliance.org anytime.

Sincerely,

A handwritten signature in black ink, appearing to read 'Stephanie Taylor'.

Stephanie Taylor
Executive Director

Attachment F



BARHAM ARCHITECTS, LLC

5610 Old Bullard Road
Suite 204
Tyler, TX 75703

P. (903) 561-8110
F. (903) 561-6843
E-mail: barham@barham-arch.com

January 6, 2023

To whom it may concern:

During the past 15 years, we have worked with Eric Olmsted on many projects, both in his role as a job superintendent and as a project manager. We have witnessed his outstanding skills on numerous projects in both roles.

As a superintendent, he managed a complex project for the University of Texas Health Science Center in Tyler where we were charged in re-purposing an entire floor of the hospital from medical beds to a geriatric in-patient facility. Due to grant requirements, the hospital had a very short time in which to prepare to receive patients and Eric was a huge contributor in meeting that very challenging deadline.

As a project manager, we have worked on both large and small projects, including industrial, medical offices and, most recently, a Service Center for a large utility company. He recently completed a project for Modine Manufacturing to replace an existing building which had collapsed due to snow accumulation. This project was complicated as a result of working with an existing slab and adjacent metal building to which the new building was to be attached. The original metal building company was reluctant to take on the project. Eric negotiated the process effectively and the project was completed smoothly.

Eric has shown a willingness to work with owners to find cost effective options. His company uses Procore software to effectively manage projects through the construction management processes, such as RFIs, Submittals, Cost Proposals and general communication. This process provides greater access to all documents, photos and project communications to all parties involved in the project, including the owner.

We have found Eric to be an excellent facilitator and reasonable problem solver and would have no hesitancy to recommend him for any project

Please do not hesitate to contact us with any additional questions you may have.

Sincerely,

By: Barham Architects, LLC
Michael D. Barham, AIA

Attachment F

From: [Robert Herrington](#)
To: [dco@buildwithparagon.com](#)
Subject: Letter
Date: Thursday, January 5, 2023 7:19:48 PM

To whom it may Concern: My name is Bobby Herrington, I am the Director Of Operations for Marvin Methodist Church in Tyler, Texas. Donald Coe, and his staff at Paragon Construction & Associates, are without a doubt one of the top construction companies in our area. Paragon Construction has run both large and small projects for Marvin Church. They have assisted us with a wide range of services, from assistance with general maintenance of our Historic Facility to full scale remodels. The level of professionalism and dedication to their craft is impressive. I would recommend Paragon Construction for any of your construction needs.

Sincerely,

Bobby Herrington

Director of Operations and Safety
Marvin United Methodist Church
300 W. Erwin Tyler, TX 75702
903-592-7396



City Council

Agenda Item # 5.

SUBJECT: Consideration upon the first reading of Ordinance 2023-04-05 renaming Pope Street to Bob Allen Way. (Hughes/McElfresh)

MEETING DATE: May 16, 2023

DEPARTMENT: Community Development

CONTACT: Billy Hughes, P & Z Coordinator

RECOMMENDED CITY COUNCIL ACTION: Staff recommends that Council approve the first reading of an ordinance that will change the name of Pope Street to Bob Allen Way to honor the memory of Mr. Bob Allen.

ITEM SUMMARY: Bob Allen, owner of Bob's Bar-B-Que, located at 1205 Pope Street, has been in business for 42 years in Henderson. The Allen family and the residents of the community feel that changing the name of Pope Street to Bob Allen Way is an appropriate way to honor the legacy of this restaurant, business person and civic leader.

BACKGROUND INFORMATION: Our staff contacted the Rusk County Historical Commission and requested that they look into the historical significance of Pope Street. Mrs. Joan Smith, with the help of Mrs. Betty Elder, informed us that Pope Street was named after O.L. Pope, a black businessman who owned many properties in Henderson, including a store on Sand Street. Mr. Pope and his descendants have all been deceased for many years. While doing her research, Mrs. Smith said everyone she talked to had no objections to the street name change and thought this would be an appropriate way to honor Mr. Allen.

SPECIAL CONSIDERATIONS:**SUPPORTING MATERIALS:**

1. 2023-05-05 Bob Allen Way ST Name Change

ORDINANCE NO. 2023-05-05

**AN ORDINANCE RENAMING POPE STREET TO BOB ALLEN WAY;
REPEALING ALL ORDINANCES INCONSISTENT HERewith;
PROVIDING FOR SEVERABILITY; PROVIDING FOR ADOPTION
AT AN OPEN MEETING; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Pope Street runs through the community of Henderson, Rusk County, Texas, and acts as a thoroughfare from commercial highways to a famous eatery recognized by Texas Monthly magazine regularly as one of the best Bar-B-Que Restaurants in Texas;

WHEREAS, Pope Street has been the long time location in the community for this well known restaurant, it is an appropriate roadway to honor the memory of an historic figure in Rusk County history, Mr. Bob Allen, Pitmaster of Bob's Bar-B-Que;

WHEREAS, Pope Street is an appropriate roadway certain to be maintained as a monument to the historic Texas Bar-B-Que Pitmaster, successful Businessman and longtime Civic Leader, Mr. Bob Allen;

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

SECTION 1: Renamed Street.

The entire length of Pope Street, from U.S. Highway 79 N to Paige Street is hereby renamed Bob Allen Way.

SECTION 2: Posting of Signage.

That a posting of signage designating "Bob Allen Way" shall be prominently placed identifying the renamed street.

SECTION 3: Repealer.

All ordinances or parts of ordinances inconsistent with the terms of this Ordinance are hereby repealed, provided, however, that such repeal shall be only to the extent of such inconsistency and, in all other respects, the subject matter covered by this Ordinance shall continue to be in effect.

SECTION 4: Severability.

If any provision, exception, section, subsection, paragraph, sentence, clause or phrase of the Ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this Ordinance or their application to other persons or sets of circumstances and, to this end, all provisions of this Ordinance are declared to be severable.

SECTION 5: Open Meeting.

It is hereby found that this Ordinance was adopted at an Open Meeting as required by law.

SECTION 6: Effective Date.

This Ordinance shall take effect on the final reading.

CONSIDERATION of this first reading on the 16th day of May, 2023.

PASSED, APPROVED, AND ADOPTED with this second reading on the 20th day of June, 2023.

J. W. Fullen, Mayor
City of Henderson, Texas

Cheryl Jimerson, City Secretary
City of Henderson, Texas



City Council

Agenda Item # 6.

SUBJECT: Consideration and possible action upon Resolution 2023-05-01 Intent to establish the City of Henderson Property Assessed Clean Energy (PACE) Program and setting a public hearing date. (Jimerson/Abercrombie)

MEETING DATE: May 16, 2023

DEPARTMENT: City Secretary

CONTACT:

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council approve the resolution of intent to establish the PACE program for the City of Henderson and set a public hearing date of June 20th at the next regular scheduled council meeting.

ITEM SUMMARY: This resolution references the report and sets a hearing date. The time of the hearing needs to be added. The public hearing date must be filled in before the resolution is signed because it is the public notice for the hearing.

BACKGROUND INFORMATION: • Here is the list of local governments Texas PACE Authority (TPA) serves: <https://www.texaspaceauthority.org/service-areas>. Each has its own web page. Texas PACE Authority is a 501(c)(3) nonprofit that administers PACE programs as a public service and at no cost to local government and with no impact on City resources.

CITIES THAT HAVE ADOPTED PACE PROGRAMS

Abilene, Alamo Heights, Amarillo, Anna, Balcones Heights, Boerne, Borger, Cameron, Castle Hills, Commerce, Corinth, Dallas, Eagle Pass, El Campo, Farmers Branch, Fredericksburg, Freeport, Gainesville

Hondo Houston Jacinto City Johnson City Laredo Leon Valley
Live Oak Lubbock Mabank Panhandle Paris Poteet
Port Lavaca Princeton Prosper Red Oak Rockdale Rowlett
San Antonio Snyder Tulia Universal City Victoria Wharton

- Here is the list of PACE projects so you can see the variety: <https://www.texaspaceauthority.org/project-list>.
- A "PACE for Local Governments" flyer and flyers for various sectors of the economy are here: <https://www.texaspaceauthority.org/resources/educational-flyers>.

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 2023-05-01 Henderson Res of Intent
2. 2023-05-01 Resolution Report with Exhibits (002)

CITY OF HENDERSON CITY COUNCIL
RESOLUTION #2023-05-01 INTENT
TO ESTABLISH A PACE PROGRAM

STATE OF TEXAS §
 §
CITY OF HENDERSON §

WHEREAS, The 83rd Regular Session of the Texas Legislature enacted the Property Assessed Clean Energy Act, Texas Local Government Code Chapter 399 (the “PACE Act”), which allows the governing body of a local government, including a City or County, to designate an area of the territory of the local government as a region within which an authorized representative of a local government and the record owners of commercial, industrial, and large multifamily residential (5 or more dwelling units) real property may enter into written contracts to impose assessments on the property to repay the financing by the owners of permanent improvements fixed to the property intended to decrease water or energy consumption or demand; and

WHEREAS, the installation or modification by property owners of qualified energy or water saving improvements to commercial, industrial, and large multifamily residential real property in the City of Henderson will further the goals of energy and water conservation without cost to the public; and

WHEREAS, the City Council finds that financing energy and water conserving projects through contractual assessments (“PACE financing”) furthers essential government purposes, including but not limited to, economic development, reducing energy consumption and costs, and conserving water resources; and

WHEREAS, the City Council subject to the public hearing scheduled as provided below, at which the public may comment on the proposed program and the report issued contemporaneously with this resolution, finds that it is convenient and advantageous to establish a program under the PACE Act and designate the entire geographic area within the City’s jurisdictional boundaries as a region within which a designated City authorized representative and the record owners of qualified real property may enter into PACE financing agreements:

THEREFORE, be it resolved by the City Council of the City of Henderson that:

1. The Recitals to this Resolution are true and correct and are incorporated into this Order for all purposes.
2. The City hereby adopts this Resolution of Intent and finds that financing qualified projects through contractual assessments pursuant to the PACE Act is a valid public purpose.
3. The City intends to make contractual assessments to repay PACE financing for qualified energy or water conserving projects available to owners of commercial, industrial, and large multifamily residential real property. The program is to be called The City of Henderson Property Assessed Clean Energy Program (“[City of Henderson PACE”).
4. The following types of projects are qualified projects for PACE financing that may be subject to such contractual assessments: Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial, industrial, or residential real property with five (5) or more dwelling units, and (b) are intended to decrease energy or water

consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.

An assessment may not be imposed to repay the financing of facilities for undeveloped lots or lots undergoing development at the time of the assessment or the purchase or installation of products or devices not permanently fixed to real property.

5. The entire geographic area within the City's jurisdictional boundaries is included in the region where PACE financing and assessments can occur.
6. Financing for qualified projects under the PACE program will be provided by qualified third-party lenders chosen by the owners. Such lenders will execute written contracts with the City's authorized representative to service the assessments, as required by the PACE Act. The contracts will provide for the lenders to determine the financial ability of owners to fulfill the financial obligations to be repaid through assessments, advance the funds to owners on such terms as are agreed between the lenders and the owners for the installation or modification of qualified projects, and service the debt secured by the assessments, directly or through a servicer, by collecting payments from the owners pursuant to contracts executed between the lenders and the owners. The lender contracts will provide that the City will maintain and continue the assessments for the benefit of such lenders and enforce the assessment lien for the benefit of a lender in the event of a default by an owner. The City will not, at this time, provide financing of any sort for the PACE program.
7. The City will contract with Texas PACE Authority, a qualified non-profit organization to be the independent third-party Authorized Representative.
8. The [City/County] will consult with the County Tax Assessor/Collector for Rusk County.
9. The report on the proposed PACE program prepared as provided by Tex. Local Gov't Code Sec. 399.009, is available for public inspection on the City's website and in the office of the City Manager at 300 West Main Street, Henderson Texas and is incorporated in this resolution and made a part hereof for all purposes.
10. The City Council will hold a public hearing on the proposed PACE program and report on June 20, 2023 at 6:00 pm. at City Hall, 300 West Main Street, Henderson, Texas.

Adopted this 16th day of May, 2023.

Honorable John Fullen, Mayor

Honorable Wes Breitenberg
Council Member, District 1

Honorable Reggie Weatherton
Council Member, District 2

Honorable Henry Pace
Mayor Pro Tem, Council Member, District 3

Honorable Melissa Morton
Commissioner, District 4

Honorable Gina Juarez
Council Member, District 5

REPORT REQUIRED BY TEXAS LOCAL GOVERNMENT CODE SECTION 399.009
FOR PROPOSED PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

This Report is adopted by the City Council for the City of Henderson, Texas (“**Local Government**”) Property Assessed Clean Energy (PACE) Program (**the “Program”**) in accordance with the requirements of the Property Assessed Clean Energy Act (**the “PACE Act”**) as set forth in Texas Local Government Code Chapter 399.

The Local Government and its constituents benefit when older existing buildings are modified with new technology and equipment that increases energy efficiency and reduces water consumption. As described in this Report, the Local Government is establishing the commercial PACE Program to encourage private sector investment in energy efficiency and water conservation. The PACE Program will be offered to property owners on a strictly voluntary basis and will not require the use of any public funds or resources.

Authorized under the PACE Act enacted in 2013, the PACE program is an innovative financing program that enables private sector owners of privately owned commercial, industrial, and multi-family residential properties with five or more dwelling units to obtain low-cost, long-term loans to pay for water conservation, energy-efficiency improvements, and renewable energy retrofits. PACE loans provide up to 100% financing of all project costs, with little or no up-front out-of-pocket cost to the owner. The Local Government has chosen to follow the administrative principles, program processes, and model documents of the uniform Texas PACE in a Box model program.¹

Loans made under the PACE Program will be secured by assessments on the property that are voluntarily imposed by the owner. Assessments may be amortized over the projected life of the improvements. The utility cost savings derived from improvements financed with PACE loans are expected to equal or exceed the amount of the assessment. In turn, these improvements are able to generate positive cash flow upon installation because the debt service will be less than the savings.

PACE assessments are tied to the property and follow title from one owner to the next. Each owner is responsible only for payment of the assessments accruing during its period of ownership. When the property is sold, the payment obligation for the remaining balance of the assessment is transferred automatically to the next owner. As a result, the program will help property owners overcome market barriers that often discourage investment in energy efficiency and water conservation improvements.

¹ <https://www.keepingpaceintexas.org/pace-in-a-box>

1. Eligible Properties

The Local Government's PACE program is a strictly voluntary program. All private sector owners of Eligible Properties located within the Local Government's PACE region may participate in PACE financing. ***"Eligible Properties"*** include commercial, industrial, and multi-family residential properties with five or more dwelling units. Government, residential², and undeveloped property and property undergoing development at the time of the assessment are not Eligible Properties.

2. Qualified Improvements

PACE financing may be used to pay for Qualified Improvements to Eligible Properties. ***"Qualified Improvements"*** are permanent improvements intended to decrease water or energy consumption or demand, including a product, device, or interacting group of products or devices on the customer's side of the meter that use energy technology to generate electricity, provide thermal energy, or regulate temperature. Under the PACE Act, products or devices that are not permanently fixed to real property are not considered to be Qualified Improvements.

The following items may constitute Qualified Improvements:

- High efficiency heating, ventilating and air conditioning ("HVAC") systems
- High efficiency chillers, boilers, and furnaces
- High efficiency water heating systems
- Energy management systems and controls
- Distributed generation systems
- High efficiency lighting system upgrades
- Building enclosure and envelope improvements
- Water conservation and wastewater recovery and reuse systems
- Combustion and burner upgrades
- Heat recovery and steam traps
- Water management systems and controls (indoor and outdoor)
- High efficiency irrigation equipment

3. Benefits of PACE to Property Owners

The PACE program will enable owners of Eligible Properties to overcome traditional barriers to capital investments in energy efficiency and water conservation improvements, such as unattractive returns on investment, split incentives between landlords and tenants, and uncertainty of recouping the investment upon sale of the property.

By financing Qualified Improvements through the program, property owners may achieve utility cost savings that exceed the amount of the assessment and reduce their exposure to utility price volatility. As a result, the value of the property will be enhanced, and the owner will only be obligated to pay the assessment installments that accrue during its period of ownership of the property. Additionally, by investing in energy efficiency and water conservation with PACE

² This encompasses single family residential and any multi-family properties with fewer than five units.

financing, property owners may also qualify for various rebate, tax credit, and incentive programs offered by utility providers and state or federal governmental authorities to encourage these types of investments.

4. Benefits of PACE to the Local Government

Among other things, projects financed through PACE will:

- Enable property owners and occupants to save substantial amounts in utility costs,
- Reduce demand on the electricity grid
- Mitigate greenhouse gas emissions associated with energy generation
- Enhance the value and efficiency of existing buildings
- Boost the local economy by creating new job opportunities and new business opportunities for contractors, engineers, commercial lenders, professionals, and equipment vendors and manufactures
- Increase business retention and expansion in the PACE region by enabling cost effective energy and water saving updates to existing property
- Improve productivity through optimized energy usage
- Support the State's water conservation plan
- Better enable the Local Government to meet its water conservation goals

Finally, through the reduction in energy consumption as a result of the PACE program, there will be a decreased demand for power resulting in lower emissions from power plants. EPA regulations have significant impacts on air quality standards in Texas. Being non-attainment for priority pollutants in the Clean Air Act endangers federal transportation funding.

The PACE program requires minimal support from the Local Government. It is designed to be self-sustaining. Furthermore, because the PACE program is tax neutral, it achieves all of the benefits listed in this Report without imposing a burden on the Local Government's general fund.

The 84th Texas Legislature added a provision that explicitly shields the Local Government and its employees, members of the governing body of a local government, employees of a local government, and board members, executives, employees, and contractors of a third party who enter into a contract with a local government to provide administrative services for a program under this chapter.³

5. The Benefits of PACE to Lenders

PACE loans are attractive to lenders because they are very secure investments. Like a property tax lien, the assessment lien securing the PACE loan has priority over other liens on the property. Therefore, the risk of loss from non-payment of a PACE loan is low compared to most other types of loans. PACE assessments provide lenders with an attractive new product to assist

³ TX. Local Gov't Code §399.019. In the 85th legislature, HB 2654 clarified that the personal immunity provisions apply to all elected officials performing rights and duties under chapter 399 of the Local Government Code.

existing and new customers in addressing an almost universal pent-up demand for needed commercial and industrial property equipment modernization. In order to protect the interests of holders of existing mortgage loans on the property, the PACE Act requires their written consent to the PACE assessment as a condition to obtaining a PACE loan.

6. The Benefits of PACE to Contractors, Engineers, and Manufacturers

PACE loans provide attractive sources of financing for water and energy saving retrofits and upgrades, thereby encouraging property owners to make substantial investments in existing commercial and industrial buildings. As a result, PACE will unlock business opportunities for contractors, engineers, and manufacturers throughout the commercial and industrial sectors.

7. Administration of the Local Government PACE Program

Under the PACE Act, the establishment and operation of the program are considered to be governmental functions.⁴ The PACE Act further authorizes the Local Government to enter into a contract with a third party to provide administrative services for the PACE program (the “*Authorized Representative*”). The Local Government will delegate administration of the PACE program to Texas PACE Authority, a qualified, non-profit organization that can administer the program at no cost to the Local Government.

The Authorized Representative’s role is to serve as an extension of the local government staff to provide oversight of the program to ensure best practices and consumer protections at the lowest possible cost to the property owner in a transparent and ethical manner and to provide education and outreach.

The Authorized Representative will be funded by administrative fees paid by the property owners establishing a PACE project, charitable grants or other authorized sources of revenue. The Authorized Representative will not receive compensation or reimbursement from the Local Government.

8. Eligible Lenders

The PACE Act does not set criteria for financial institutions or investors to be PACE lenders. The Local Government will follow best practices of other PACE programs and the Texas PACE in a Box model program by recommending that lenders be:

- Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;
- Any insurance company authorized to conduct business in one or more states;
- Any registered investment company, registered business development company, or a Small Business Administration small business investment company;
- Any publicly traded entity; or
- Any private entity that:
 - Has a minimum net worth of \$5 million; and

⁴ TX Local Government Code §399.003(b)

- Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending; and
- Can provide independent certification as to availability of funds; and
- All lenders must have the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.

Any lender can participate in the PACE program as long as it is a financially stable entity with the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts. The property owner, not the Local Government or the Authorized Representative, selects the lender.

The Authorized Representative will not guarantee or imply that funding will automatically be provided from a third-party lender, imply or create any endorsement of, or responsibility for, any lender; or create any type of express or implied favoritism for any eligible lender.

9. Components of the PACE Program

As required under Section 399.009 of the PACE Act, the following describes all aspects of the PACE Program:

- a. Map of Region. A map of the boundaries of the region included in the program is attached to this Report as Exhibit 1. The region encompasses the Local Government limits.
- b. Form Contract with Owner. A form contract between the Local Government and the record owner of the Eligible Property is attached as Exhibit 2. It specifies the terms of the assessment under the PACE program and the financing to be provided by an Eligible Lender of the property owner's choosing.
- c. Form Contract with Lender. A form contract between the Local Government and the Eligible Lender chosen by a property owner is attached to this Report as Exhibit 3. It specifies the financing and servicing of the debt through assessments.

Form Notice of Contractual Assessment Lien. A form Notice of Assessment Lien to be filed by the Local Government with the County Clerk is attached to this Report as Exhibit 4.

- d. Qualified Improvement. The following types of projects are qualified improvements that may be subject to contractual assessments under the PACE program:

Projects that (a) involve the installation or modification of a permanent improvement fixed to privately owned commercial,

industrial or residential real property with five (5) or more dwelling units;⁵ and (b) are intended to decrease energy or water consumption or demand by installing a product, device, or interacting group of products or devices on the customer's side of the meter that uses energy technology to generate electricity, provide thermal energy, or regulate temperature.⁶

A sample list of potential Qualified Improvements appears in Section 2 above.

The PACE program may not be used to finance improvements to undeveloped lots or lots undergoing development at the time of the assessment, or for the purchase or installation of products or devices not permanently fixed to real property.⁷

- e. Authorized Representative. HB 3187 was signed into law on June 16, 2015. It authorizes the Local Government to delegate administration of the PACE program to a third-party "Authorized Representative." The Local Government may delegate all official administrative responsibilities, such as the execution of individual contracts with property owners and lenders, to an Authorized Representative. This relationship will be monitored and maintained by the [County Judge/City Manager] or [his/her] designee.
- f. Project Review. Track and provide a public overview with savings metrics for all PACE projects
- g. Plans for Insuring Sufficient Capital⁸. Lenders will extend loans to finance Qualified Improvements. Financing documents executed between owners and lenders will impose a contractual assessment on Eligible Property to repay the owner's financing of the Qualified Improvements. The lenders will ensure that property owners demonstrate the financial ability to fulfill the financial obligations to be repaid through contractual assessments.
- h. No Use of Bonds or Public Funds. The Local Government does not intend to issue bonds or use any other public monies to fund PACE projects. Property owners will obtain all financing from the Eligible Lenders they choose.
- i. Limit on Length of Loan. One of the statutory criteria of a PACE loan is that the assessment payment period cannot exceed the useful life of the Qualified Improvement that is the basis for the loan and assessment. As part of the application process, the property owners will submit an independent third-party review prepared by a licensed engineer showing the water or energy baseline

⁵ TX. Local Gov't Code §399.002(5).

⁶ TX. Local Gov't Code §399.002(3).

⁷ TX. Local Gov't Code §399.004.

⁸ The Texas PACE Authority's website (www.texaspaceauthority.org) offers a non-exhaustive list of interested and qualified lenders to assist property owners in funding PACE projects in Texas.

conditions and the projected water or energy savings. This review will aid the Authorized Representative in making a determination that the period of the requested assessment does not exceed the useful life of the Qualified Improvement.

- j. Application Process. The Authorized Representative will accept applications from property owners seeking to finance Qualified Improvements under the program. Each application must be accompanied by the required application fee and must include:
- (1) A description of the specific Qualified Improvements to be installed or modified on the property,
 - (2) A description of the specific real property to which the Qualified Improvements will be permanently fixed, and
 - (3) The total amount of financing, including any transaction costs, to be repaid through assessments.

Based on this information, the Authorized Representative may issue a preliminary letter indicating that, subject to verification of all requirements at closing, the proposed project appears to meet program requirements. Based on this preliminary letter, the property owner may initiate an independent third-party review of the project and submit the project to Eligible Lenders for approval of financing.

Once the above processes are completed, the property owner will submit the application to the Authorized Representative to obtain preliminary approval. The property owner is expected to produce the following documentation prior to closing on the PACE loan:

- (1) A Report conducted by a qualified, independent third-party reviewer, showing water or energy baseline conditions and the projected water or energy savings, or the amount of renewable energy generated attributable to the project;
 - (2) Such financial information about the owner and the property as the lender chosen by the owner deems necessary to determine that the owner has demonstrated the financial ability to fulfill the financial obligations to be paid through assessments; and
 - (3) All other information required by the Authorized Representative.
- k. Financial Eligibility Requirements. The Authorized Representative will determine whether the owner, the property and the improvements are eligible for financing under the program. The Eligible Lender chosen by the owner will determine whether the owner has demonstrated the financial ability to repay the financial obligations to be collected through contractual assessments. The statutory method⁹ for ensuring such a demonstration of financial ability must be based on appropriate underwriting factors, including the following:

⁹ TX. Local Gov't Code §399.009(b).

- (1) verification that the person requesting to participate in the program is the legal record owner of the benefitted property,
- (2) the applicant is current on mortgage and property tax payments,
- (3) the applicant is not insolvent or in bankruptcy proceedings,
- (4) the title of the benefitted property is not in dispute; and
- (5) there is an appropriate ratio of the amount of the assessment to the assessed value of the property. The Local Government determines that it will follow the Texas PACE in a Box model program recommendation for determining the appropriate loan to assessed value of the property.

The Local Government determines to be eligible for PACE financing, the projected savings derived from the Qualified Improvement must be greater than the cost of the PACE assessment and lien over the life of the assessment (i.e., the Savings to Investment Ratio (SIR) should be greater than one, $SIR > 1$). A third-party lender and a for profit-property owner may request a waiver in writing for a project with an $SIR < 1$ and address the interests of tenants and future property owners. The Authorized Representative may consider factors in a variance request including:

- (a). Are there other environmental benefits such as air or water quality or resiliency that are not captured in the SIR analysis;
- (b) Will the proposed qualifying improvements generate environmental marketable credits that can be monetized?
- (c). What is the SIR calculation for the project (how far below 1?);
- (d). If the SIR is < 1 over the term of the assessment, is the $SIR > 1$ over the useful life of the equipment?
- (e). What is the impact of a variance request on affected third parties? and
- (f) Other information the owner and lender wish to submit regarding the impact of the qualified improvements on the company and the community.

l. Mortgage Holder Notice and Consent. As a condition to the execution of a written contract between the Authorized Representative and the property owner imposing an assessment under the program, the holder of any mortgage lien on the property must be given notice of the owner's intention to participate in the program on or before the 30th day before the date the contract is executed, and the owner must obtain the written consent of all mortgage holders.¹⁰

m. Imposition of Assessment. The Authorized Representative will enter into a written contract with the property owner, only after:

- (1) The property owner delivers to the Authorized Representative written consent of all mortgage lien holders;
- (2) The Authorized Representative's determination that the owner and the property are eligible to participate in the program, that the proposed improvements are reasonably likely to decrease energy or water

¹⁰ TX. Local Gov't Code §399.010.

consumption or demand, and that the period of the requested assessment does not exceed the useful life of the Qualified Improvements; and
(3) The Eligible Lender notifies the Authorized Representative that the owner has demonstrated the financial ability to fulfill the financial obligations to be repaid through contractual assessments.

The contract will impose a contractual assessment on the owner's Eligible Property to repay the lender's financing of the Qualified Improvements. The Authorized Representative will file "A Notice of Contractual Assessment Lien," in substantially the form in Exhibit 4 in the Official Public Records of the County in which the property is located, as notice to the public of the assessment, from the date of filing. The contract and the notice must contain the amount of the assessment, the legal description of the property, the name of the property owner, and a reference to the statutory assessment lien provided under the PACE Act.

- n. Collection of Assessments. The execution of the written contract between the Local Government and the property owner and recording of the Notice of Contractual Assessment Lien incorporate the terms of the financing documents executed between the property owner and with the lender to repay the financing secured by the assessment. The third-party lender will advance financing to the owner, and the terms for repayment will be such terms as are agreed between the lender and the owner. Under the form lender contract attached as Exhibit 3, the lender or a designated servicer will agree to service the debt secured by the assessment.

With funds from the lender, the property owner can purchase directly the equipment and materials for the Qualified Improvement and contract directly, including through lease, power purchase agreement, or other service contract, for the installation or modification of the Qualified Improvements. Alternatively, the lender may make progress payments to the property owner as the Qualified Improvement is installed.

The lender will receive the owner's assessment payments to repay the debt and remit to the Authorized Representative any administrative fees. The lender will have the right to assign or transfer the right to receive the installments of the debt secured by the assessment, provided all of the following conditions are met:

- (1) The assignment or transfer is made to an Eligible Lender, as defined above;
- (2) The property owner and the Authorized Representative are notified in writing of the assignment or transfer and the address to which payment of the future installments should be mailed at least 30 days before the next installment is due according to the schedule for repayment of the debt; and
- (3) The assignee or transferee, by operation of the financing documents or otherwise, written evidence of which shall be provided, assumes lender's obligations under the lender contract.

- o. Verification Review. After a Qualified Improvement is completed, the Authorized Representative will require the property owner to provide verification by a qualified independent third-party reviewer that the Qualified Improvement was properly completed and is operating as intended.¹¹ The verification report conclusively establishes that the improvement is a Qualified Improvement and the project is qualified under the PACE program.¹²
- p. Marketing and Education Services. The Program Administrator will provide service provider training workshops for contractors, engineers, property managers and other stakeholders, provide outreach and education for all stakeholders including presentations, conference booths and individual meetings, and provide written and electronic materials such as case studies, flyers, and webinars.
- q. The Local Government may subsequently enter into agreements with one or more other local governments or non-profit organizations that promote energy and water conservation and/or economic development to provide marketing and education services for the PACE program.
- r. Quality Assurance and Antifraud Measures. The Authorized Representative will institute quality assurance and antifraud measures for the Program. The Authorized Representative will review each PACE application for completeness and supporting documents through independent review and verification procedures. The application and required attachments will identify and supply the information necessary to ensure that the property owner, the property itself, and the proposed project all satisfy PACE program underwriting and technical standard requirements. Measures will be put in place to provide safeguards, including a review of the energy and water savings baseline and certification of compliance with the technical standards manual from an independent third-party reviewer (ITPR), who must be a registered professional engineer, before the project can proceed. This review will include a site visit, report, and a letter from the ITPR certifying that he or she has no financial interest in the project and is an independent reviewer. After the construction of the project is complete, an ITPR will conduct a final site inspection and determine whether the project was completed and is operating properly. The reviewer's certification will also include a statement that the reviewer is qualified and has no financial interest in the project.
- s. Delinquency. Under the terms of the form lender contract attached as Exhibit 3, if a property owner fails to pay an agreed installment when due on the PACE assessment, the lender will agree to take at least the following steps to collect the delinquent installment:

¹¹ TX Local Gov't Code §399.011.

¹² TX Local Government Code §399.011(a-1)

- (1) Mail to the owner a written notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, and
- (2) Mail to the owner a second notice of delinquency and demand for payment by both certified mail (return receipt requested) and first-class mail, at least 30 days after the date of the first notice if the delinquency is continuing.

If the owner fails to cure the delinquency within 30 days after mailing the second notice of delinquency, the lender may notify the Authorized Representative of the owner's default. Pursuant to Texas Local Government Code Section 399.014(c), the Authorized Representative will initiate steps for the Local Government to enforce the assessment lien in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, of the Texas Constitution. Delinquent installments will incur penalties and interest in the same manner and at the same rate as delinquent property taxes, according to Texas Local Government Code Section 399.014(d), and such statutory penalties and interest will be due to the Local Government to offset the cost of collection.

If the Local Government files suit to enforce collection, the Local Government may also recover costs and expenses, including attorney's fees, in a suit to collect a delinquent installment of an assessment in the same manner and at the same rate as in suit to collect a delinquent property tax. If a delinquent installment of an assessment is collected after the filing of a suit, the Local Government will remit to the lender the net amount of the delinquent installments and contractual interest collected and remit to the Authorized Representative the amount of any administrative fees collected but will retain any statutory penalties, interest, and attorney's fees collected.

EXHIBIT 1

MAP OF CITY OF HENDERSON PACE REGION

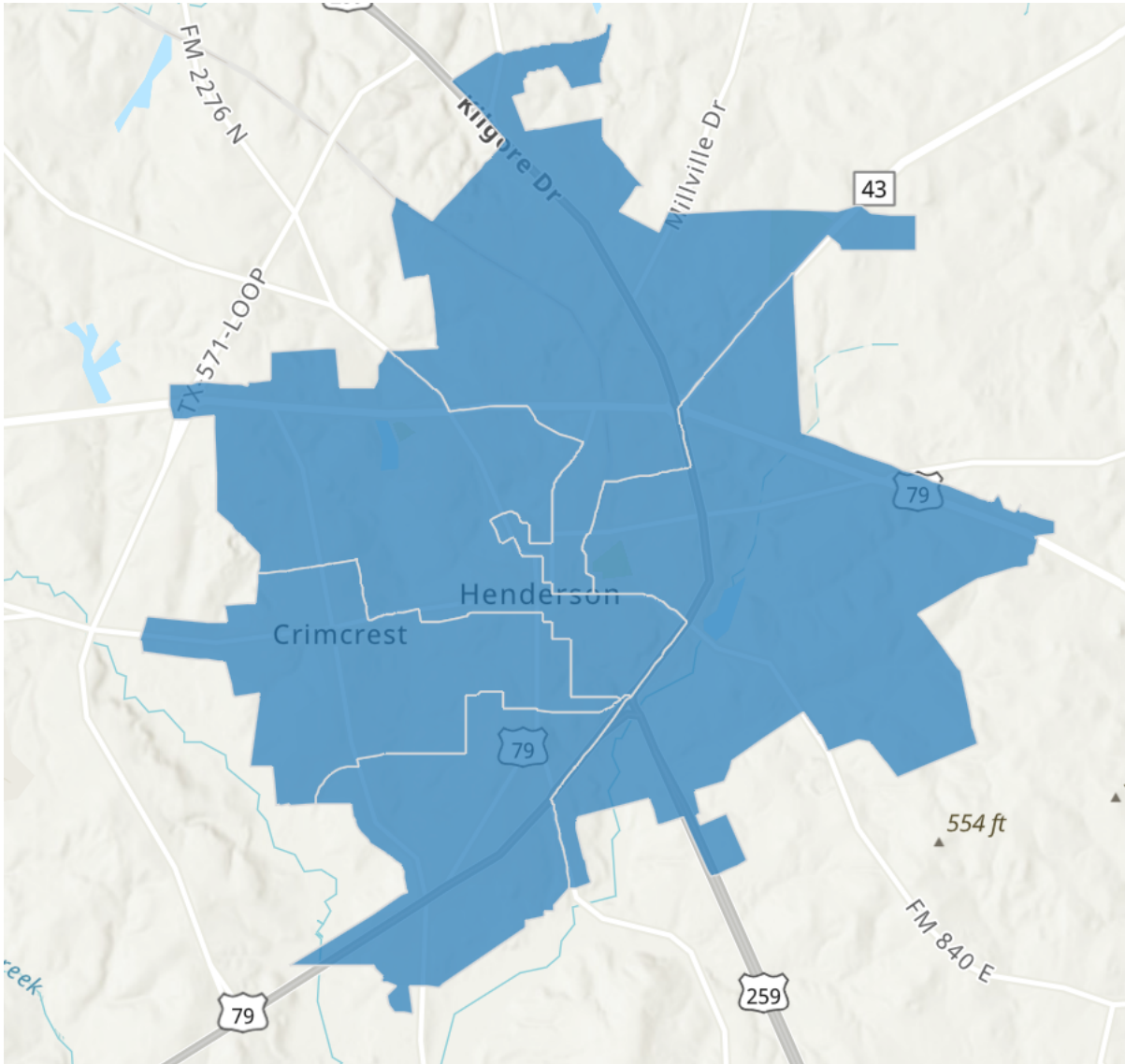


EXHIBIT 2
FORM OWNER CONTRACT

FORM PACE OWNER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) OWNER CONTRACT including the attached exhibits (“**PACE Owner Contract**”) is made as of the _____ day of _____, _____ (“**Effective Date**”), by and between the City of Henderson, Texas (“**Local Government**”), and _____ (“**Property Owner**”). Local Government and Property Owner are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of the City of Henderson, Texas jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Property Owner is the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ (the “**Property**”) (the Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A).

D. Pursuant to Project Application Number _____, Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has requested that Local Government enter into this PACE Owner Contract pursuant to the

PACE Act and the PACE Program and has requested Local Government to impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of the county in which the Property is located (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached hereto as Exhibit A and made a part hereof. The Property, Qualified Improvements and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) shall be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by Section 399.006(c) of the PACE Act (the “**PACE Lender Contract**”). The financing includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. Local Government has agreed to maintain and continue the Assessment for the benefit of Lender until the Financing, all contractual interest due to Lender (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, and costs due under or authorized by the PACE Act are paid in full and to release the Assessment upon notice from Lender of such payment, or to foreclose the lien securing the Assessment for the benefit of Lender upon notice from Lender of a default in payment by Property Owner.

F. As required by Section 399.010 of the PACE Act, Property Owner represents and warrants that it has notified the holder(s) of any mortgage lien on the Property at least thirty (30) days prior to the Effective Date of this PACE Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage holder to the Assessment was obtained on or prior to the Effective Date of this PACE Owner Contract and is attached hereto as Exhibit B and made a part hereof (“**Lender Consent(s)**”).

AGREEMENT

The parties agree as follows:

1. Imposition of Assessment. In consideration for the Financing advanced or to be advanced to Property Owner by Lender for the Project under the PACE Program pursuant to the PACE Lender Contract, Property Owner hereby requests and agrees to the imposition by Local Government of the Assessment in the principal amount of \$_____, as set forth in the Notice of Contractual Assessment Lien. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Authorized Representative on behalf of Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and thereafter Authorized Representative shall record an amended Notice of Contractual Assessment Lien. The Assessment includes the application and administration fees authorized by the PACE Program and Section 399.006(e) of the PACE Act. Property Owner promises and agrees to pay the Assessment, Contractual Interest thereon, any prepayment penalty, and all penalties, interest, fees, attorney’s fees, and costs due under or authorized by the PACE Act and the financing documents executed between Property Owner and Lender (the “**Financing Documents**”) described in or copies of which are attached as Exhibit C attached hereto and made a part hereof

by reference. Property Owner shall pay such amount in care of or as directed by Lender, in satisfaction of the Assessment imposed pursuant to this PACE Owner Contract and the PACE Act. Accordingly, Local Government hereby imposes the Assessment on the Property to pay the Financing of the Project, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, in accordance with the requirements of the PACE Program and the provisions of the PACE Act.

2. Maintenance and Enforcement of Assessment. In consideration for Lender's agreement to advance Financing to Property Owner for the Project pursuant to the Financing Documents, Local Government agrees to maintain and continue the Assessment on the Property for the benefit of Lender until the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, attorney's fees, and costs, due under or authorized by the PACE Act, PACE Program, and the Financing Documents are paid in full, and to release the Assessment upon notice from Lender of such payment. Upon written request of Lender, and with the written consent of Property Owner, Authorized Representative on behalf of Local Government may execute a partial release of the assessment lien and record the partial release. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner, in accordance with the provisions set forth in paragraph 5. Authorized Representative shall deliver an annual notice of assessment to Property Owner by first-class mail or electronic mail each year until the Assessment is released. Any failure of Local Government or Authorized Representative to deliver an annual notice of assessment to Property Owner shall not affect the Assessment or Property's Owner's obligations under this PACE Owner Contract.

3. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments ("**Installments**"), according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing, and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to Authorized Representative not later than thirty (30) days after receipt by Lender, unless otherwise agreed to in writing by Authorized Representative.

(a) Notwithstanding the foregoing, in the event of a delinquency in the payment of any Installment, Lender shall, upon notice to Authorized Representative, withhold payment of any administration fee due to Authorized Representative in connection with such Installment until the Installment is paid. Property Owner agrees that any such temporary withholding shall not reduce the amount of the administration fees included in the Assessment or due to Authorized Representative. The amounts due to Authorized Representative are identified in Exhibit C hereto.

(b) If this is a US Department of Housing and Urban Development ("**HUD**") assisted or a Federal Housing Administration ("**FHA**") insured Project, then the Financing Documents shall provide for Installments to be escrowed in a manner acceptable to HUD or FHA lender and paid to Lender.

(c) When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees and costs due under or authorized by the PACE Act and the Financing Documents, have been paid in full, Local Government's rights under this PACE Owner Contract shall cease and terminate, except for rights under Sections 18, 20, 21 and 22. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative on behalf of Local Government, shall execute a release of the Assessment and this PACE Owner Contract and record the release. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

4. Assignment of Right to Receive Installments or Require Enforcement of Lien. Property Owner acknowledges that Lender has the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with all corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender as defined in the PACE Lender Contract;

(b) Property Owner, Authorized Representative, the holder(s) of any mortgage lien on the Property, and HUD, if this is a HUD assisted or FHA insured Project are notified in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents, and

(c) The assignee or transferee executes a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under the PACE Lender Contract related to the receipt of the Installments or the enforcement of the assessment lien and provides a copy of such assumption to Property Owner and Authorized Representative not later than 10 days after execution of the agreement.

Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately. Upon written notice of an assignment or transfer that complies with all of the foregoing conditions, the assignor shall be released of all of the rights and obligations of the Lender under such PACE Lender Contract accruing after the effective date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or require enforcement of the Assessment lien that does not comply with all of the foregoing conditions is void. Lender shall retain all of the rights and obligations of Lender under the PACE Lender Contract until such rights and obligations are assigned or transferred according to this section.

5. Lien Priority and Enforcement. Pursuant to Sections 399.014 and 399.015 of the PACE Act:

(a) Delinquent Installments shall incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, pursuant to the statutes in effect at the time of default. Under current statutes, a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment shall also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 16 below, penalties, interest, fees, and costs payable under this paragraph shall be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees that become due pursuant to the Financing Documents, may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by sale or transfer of the Property, or by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. Accordingly, Installments may not be accelerated in the event of default. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Lender, Local Government, or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment shall be enforced by Local Government for the benefit of Lender, in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government shall be entitled to recover costs and expenses, including attorney's fees in the

amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48, as amended from time-to-time, as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the Project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

6. Written Contract Required by PACE Act. This PACE Owner Contract constitutes a written contract for the Assessment between Property Owner and Local Government as required by Section 399.005 of the PACE Act. The Notice of Contractual Assessment Lien shall be recorded in the real property records of the county in which the Property is located as public notice of the contractual Assessment, in accordance with the requirements of Section 399.013 of the PACE Act.

7. Qualified Improvements. Property Owner agrees and warrants that all improvements purchased, constructed, or installed through the Financing obtained pursuant to this PACE Owner Contract shall be permanently affixed to the Property and shall transfer with the Property to the transferee in the event of a sale or transfer of the Property. Property Owner agrees to provide to Authorized Representative within 30 days after the completion of the Project a verification by an Independent Third Party Reviewer (“ITPR”) that the Project was properly completed and is operating as intended. Property Owner agrees that Lender may retain the final advance of Financing until such verification is submitted or require Property Owner to pay liquidated damages for a failure to do so, according to paragraph 23 below.

8. Water or Energy Savings. For so long as the Assessment encumbers the Property, Property Owner agrees, on or before January 31st of each year, to report to Authorized Representative the water or energy savings realized through the Project in accordance with the reporting requirements established by Authorized Representative.

9. Construction and Definitions. This PACE Owner Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program or the PACE Act.

10. Binding Effect. This PACE Owner Contract is binding upon and inures to the benefit of the parties hereto and their respective heirs, representatives, agents, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted by this PACE Owner Contract shall be in writing and delivered by first-class mail or by electronic mail with written confirmation of receipt, addressed to the other party at the address stated below the signature of such party or at such other address

as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This PACE Owner Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this PACE Owner Contract shall be in a state court located in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This PACE Owner Contract, including its exhibits, constitutes the entire agreement between Local Government and Property Owner with respect to the subject matter hereof and may not be amended or altered in any manner except by a document in writing executed by both parties. If this is a HUD assisted or FHA insured Project, then HUD or FHA must also consent in writing to any amendment or alteration of this PACE Owner Contract, for as long as the Project remains HUD assisted or FHA insured.

14. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

15. Counterparts. This PACE Owner Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

16. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law ("**Usury Limit**"). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the Usury Limit, the interest payable to Local Government shall be reduced and any interest in excess of the Usury Limit shall be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this PACE Owner Contract.

17. Costs. No provision of this PACE Owner Contract shall require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

18. Inspection and Audits. Local Government's representatives may perform, or have performed, (a) audits of Property Owner's documents, books and records, and (b) inspections of all places where Qualified Improvements are undertaken in connection with this PACE Owner Contract. Property Owner shall keep its documents, books and records available for this purpose for at least three (3) years after this PACE Owner Contract terminates. This provision does not affect the applicable statute of limitations.

19. Further Assurances. Property Owner further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this PACE Owner Contract as may be reasonably necessary or required.

20. Release. PROPERTY OWNER AGREES TO AND SHALL RELEASE THE LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE “RELEASED PERSONS”) FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS PACE OWNER CONTRACT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE RELEASED PERSON’S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE RELEASED PERSON’S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, AND EVEN IF THE INJURY, DEATH, DAMAGE OR LOSS IS CAUSED BY THE RELEASED PERSON’S WRONGFUL ACTION OR INACTION.

21. Indemnification. TO THE MAXIMUM EXTENT ALLOWED BY LAW, PROPERTY OWNER SHALL INDEMNIFY AND HOLD LOCAL GOVERNMENT, ITS AUTHORIZED REPRESENTATIVES, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS (EACH SUCH PERSON HEREIN REFERRED TO AS AN “INDEMNITEE”) ABSOLUTELY HARMLESS FROM AND AGAINST ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, OBLIGATIONS OR RELATED EXPENSES INCURRED BY OR IMPOSED UPON OR ALLEGED TO BE DUE OF INDEMNITEE IN CONNECTION WITH THE EXECUTION OR DELIVERY OF THIS PACE OWNER CONTRACT, THE NOTICE OF CONTRACTUAL ASSESSMENT LIEN, THE FINANCING DOCUMENTS, AND ANY OTHER DOCUMENT OR ANY OTHER AGREEMENT OR INSTRUMENT CONTEMPLATED HEREBY OR THEREBY, THE PERFORMANCE BY THE PARTIES HERETO OF THEIR RESPECTIVE OBLIGATIONS HEREUNDER OR THEREUNDER, THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR, IN THE CASE OF ANY INDEMNITEE, THE ADMINISTRATION OF THIS PACE OWNER CONTRACT AND ANY OTHER AGREEMENTS RELATED TO THE PROJECT. However, If HUD later acquires title to all or any portion of Property pursuant to a foreclosure, deed in lieu of foreclosure, or otherwise, then notwithstanding anything in this PACE Owner Contract to the contrary, HUD shall not be obligated to indemnify any Indemnatee or entity or be liable for, or to carry out, any indemnity.

22. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Property Owner acknowledges that the members of the governing body and employees of the Local Government, and board members, executives, employees, and contractors of the Authorized Representative are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

23. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender shall withhold _____% of the Financing until verification that the Project was properly completed and is operating as intended is provided to Authorized Representative by an ITPR or Property Owner shall pay liquidated damages to Lender

of \$_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner within 30 days after completion of the Project, such verification shall be submitted by Lender. If the PACE Lender Contract includes requirements related to the construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D attached hereto and incorporated herein by reference. Such requirements may include, among other things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final Project completion.

PROPERTY OWNER:

By: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____ (print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

CITY OF HENDERSON, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
dba TEXAS PACE AUTHORITY
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: admin@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Owner Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation and as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

PACE OWNER CONTRACT EXHIBIT A
NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT

PACE OWNER CONTRACT EXHIBIT B

LENDER CONSENT(S)

PACE OWNER CONTRACT EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

PACE OWNER CONTRACT EXHIBIT D

CONSTRUCTION TERMS

Retainage or Liquidated Damages:

Lender shall retain _____% of the Financing until a report of completion by a qualified Independent Third Party Reviewer (“ITPR”) is provided to Authorized Representative.

OR

Property Owner shall pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such a report of completion is not provided. Lender shall then provide the report of completion to Authorized Representative.

Additional Construction Terms

Date	Draw down Amount	Purpose

EXHIBIT 3
FORM LENDER CONTRACT

FORM PACE LENDER CONTRACT

THIS PROPERTY ASSESSED CLEAN ENERGY (“PACE”) LENDER CONTRACT including the attached exhibit (“**PACE Lender Contract**”) is made as of the _____ day of _____, _____, (“**Effective Date**”) by and between the City of Henderson, Texas (“**Local Government**”) and _____ (“**Lender**”). Local Government and Lender are hereafter referred to collectively as “the parties” or individually as “party.”

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand.

B. Local Government has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority as the representative of Local Government (“**Authorized Representative**”) authorized to enter into the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of the City of Henderson, Texas jurisdiction, including its extraterritorial jurisdiction, as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. Pursuant to Project Application Number _____, _____ (“**Property Owner**”), the sole legal and record owner of the following qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region has applied to Local Government to participate in the PACE Program with respect to certain real property located at _____, _____, Texas, _____ - _____ (the “**Property**”) (the Property being more particularly described in the Notice of Contractual Assessment Lien, attached hereto as Exhibit A to the PACE Owner Contract which appears below as Exhibit A to this PACE Lender Contract) by installing or modifying on the Property certain permanent improvements which are intended to decrease water or energy consumption or demand, and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a “qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”).

D. Property Owner and Local Government have entered into a written contract as required by Section 399.005 of the PACE Act, a copy of which is attached hereto as Exhibit A and made a part hereof (the “**PACE Owner Contract**”), in which Property Owner has requested that Local Government impose an assessment (the “**Assessment**”) on the Property as set forth in the Notice Of Contractual Assessment Lien Pursuant To Property Assessed Clean Energy Act to be filed in the real property records of the county in which the Property is located (the “**Notice of Contractual Assessment Lien**”), to repay the financing of such Qualified Improvements. A copy of the Notice of Contractual Assessment Lien is attached as Exhibit A to the PACE Owner Contract which appears below as Exhibit A to this PACE Lender Contract and made a part hereof. The Property, Qualified Improvements, and Assessment are more fully described in the Notice of Contractual Assessment Lien.

E. Financing for the Project (“**Financing**”) shall be provided to Property Owner by Lender in accordance with financing documents which are described in or copies of which are attached as Exhibit C to the PACE Owner Contract attached hereto as Exhibit A and made a part hereof (“**Financing Documents**”). Such Financing includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. This PACE Lender Contract is entered into between Local Government and Lender as required by Section 399.006(c) of the PACE Act to provide for repayment of the Financing secured by the Assessment.

F. As required by Section 399.010 of the PACE Act, Property Owner has notified the holder(s) of any mortgage lien on the Property at least thirty (30) days prior to the effective date of the PACE Owner Contract of Property Owner’s intention to participate in the PACE Program. The written consent of each mortgage lien holder to the Assessment was obtained on or prior to the effective date of the PACE Owner Contract, as shown by the copy of such consent(s) attached as Exhibit B to the PACE Owner Contract which appears below as Exhibit A to this PACE Lender Contract (“**Lender Consent(s)**”).

AGREEMENT

The parties agree as follows:

1. Maintenance and Enforcement of Assessment. Lender agrees to provide Financing for the Project in the total principal amount of \$ _____, according to the terms set out in the Financing Documents attached hereto as Exhibit C to the PACE Owner Contract attached as Exhibit A. In the event the actual total of costs and fees for which an assessment may be imposed under the PACE Act is different from the stated amount or any other term requires correction, Authorized Representative on behalf of Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and thereafter Authorized Representative shall record an amended Notice of Contractual Assessment Lien. In consideration for the Financing provided or to be provided by Lender for the Project, and subject to the terms and conditions of this PACE Lender Contract, Local Government agrees to maintain and continue the Assessment for the benefit of Lender until the Assessment, all contractual interest due to Lender according to the Financing Documents (“**Contractual Interest**”), any prepayment penalty, and any penalties, interest, fees, attorney’s fees, and costs due under or authorized by the PACE Act and the Financing Documents are paid in full, and to release the Assessment upon notice from

Lender of such payment in full. Local Government shall not release, sell, assign or transfer the Assessment or the lien securing it without the prior written consent of Lender. Upon written request of Lender, and with the written consent of Property Owner, Authorized Representative on behalf of Local Government may execute a partial release of the assessment lien and record the partial release. Local Government agrees to enforce the assessment lien against the Property at the request of Lender in the event of a default in payment by Property Owner in accordance with the provisions set forth in paragraph 6 below. Local Government shall have no obligation to repurchase the Assessment and no liability to Lender should there be a default in the payment thereof or should there be any other loss or expense suffered by Lender or under any other circumstances.

2. Installments. The Assessment and Contractual Interest thereon are due and payable to Lender in installments (“**Installments**”) according to the payment schedule set forth in the Financing Documents attached hereto as Exhibit C to the PACE Owner Contract attached as Exhibit A. The Assessment includes (1) an application fee paid by Property Owner to Authorized Representative at closing of the Financing and (2) a recurring administration fee paid by Property Owner to Authorized Representative until the Assessment is released. The recurring administration fee amount shall be collected by Lender and paid to Authorized Representative not later than thirty (30) days after receipt by Lender, unless otherwise agreed to in writing by Authorized Representative. Notwithstanding the foregoing, in the event of delinquency in the payment of any Installment, Lender shall, upon notice to Authorized Representative, withhold payment of any amounts due to Authorized Representative in connection with such Installment until the Installment is paid. Lender agrees that any such temporary withholding shall not reduce the amount of administration fees included in the Assessment or due to Authorized Representative. The amounts due to Authorized Representative are identified in Exhibit C to the PACE Owner Contract attached hereto as Exhibit A. As required by Section 399.009(a)(8) of the PACE Act, the period during which such Installments are payable does not exceed the useful life of the Project.

3. Assignment of Right to Receive Installments or Require Enforcement of Lien. Lender has the right, without the consent of Property Owner, to assign or transfer the right to receive the Installments or require Local Government to enforce the assessment lien in the event of a default in payment, together with the corresponding obligations, provided that all of the following conditions are met:

(a) The assignment or transfer is made to a qualified lender, which may be one of the following:

(1) Any federally insured depository institution such as a bank, savings bank, savings and loan association and federal or state credit union;

(2) Any insurance company authorized to conduct business in one or more states;

(3) Any registered investment company, registered business development company, or a Small Business Administration small business investment company;

- (4) Any publicly traded entity; or
- (5) Any private entity that:
 - (i) Has a minimum net worth of \$5 million;
 - (ii) Has at least three years' experience in business or industrial lending or commercial real estate lending (including multifamily lending), or has a lending officer that has at least three years' experience in business or industrial lending or commercial real estate lending;
 - (iii) Can provide independent certification as to availability of funds; and
 - (iv) Has the ability to carry out, either directly or through a servicer, the bookkeeping and customer service work necessary to manage the assessment accounts.
- (6) A financially stable entity, whether or not from the list above, with the ability to carry out, either directly or through a servicer, the obligations of this PACE Lender Contract related to the receipt and accounting of the Installments or the enforcement of the assessment lien.

(b) Lender shall notify Property Owner and Authorized Representative in writing of the assignment or transfer and the address to which payment of the future Installments should be mailed not less than 30 days before the next Installment is due according to the payment schedule included in the Financing Documents. The Lender shall also notify the holder(s) of any mortgage lien at the mailing address in the Lender Consent(s), or a subsequent address provided by any mortgage lien holder and, if this is a US Department of Housing and Urban Development (“HUD”) assisted or a Federal Housing Administration (“FHA”) insured Project, at the address below or a subsequent address provided by HUD.

US Department of Housing and Urban Development
Fort Worth Regional Office
307 W. 7th St., Suite 1000
Fort Worth, Texas 76102

(c) The assignee or transferee shall execute a written assumption agreement according to the Financing Documents of all of Lender's rights and obligations under this PACE Lender Contract related to the receipt of the Installments or enforcement of the assessment lien and provide a copy of such assumption to Property Owner and Authorized Representative not later than 10 days after execution of the agreement. Lender may assign or transfer the right to receive the Installments or the right to require enforcement of the assessment lien separately.

Upon written notice of an assignment or transfer that complies with all of the foregoing conditions, the assignor shall be released of all of the rights and obligations of the Lender under this PACE Lender Contract accruing after the effective date of the assignment that are specified in the assignment or transfer document, and all of such rights and obligations shall be assumed by and transferred to the assignee. Any attempt to assign or transfer the right to receive the Installments or to require enforcement of the assessment lien that does not comply with all of the foregoing conditions is void. Lender shall retain all of the rights and obligations of Lender under this PACE Lender Contract until such rights and obligations are assigned or transferred according to this section.

4. Financing Responsibility. Lender assumes full responsibility for determining the financial ability of the Property Owner to repay the Financing, advancing the funds as set forth in the Financing Documents and performing Lender's obligations and responsibilities thereunder. In the event the assessment lien on the Property is enforced by foreclosure as provided below, Lender shall have no further obligations to Property Owner with respect to the Installments that were the subject of the foreclosure, but Lender shall retain the rights to enforcement of the lien for any Installments that are not eliminated by the foreclosure, and the succeeding owner of the Property shall be subject to such lien.

5. Lien Priority and Enforcement. As provided in the PACE Owner Contract and Sections 399.014 and 399.015 of the PACE Act:

(a) Delinquent Installments shall incur penalties and interest on the principal of the Installment in the same manner and in the same amount as delinquent property taxes, pursuant to the statutes in effect at the time of default. Under the current statutes a delinquent Installment incurs a penalty of 6% of the principal amount of the Installment for the first calendar month it is delinquent plus 1% for each additional month or portion of a month the Installment remains unpaid prior to July 1 of the year in which it becomes delinquent. However, an Installment delinquent on July 1 incurs a total penalty of 12% of the principal amount of the delinquent Installment without regard to the number of months it has been delinquent. A delinquent Installment shall also accrue interest on the principal of the Installment at the rate of 1% for each month or portion of a month that the Installment remains unpaid. Subject to paragraph 17 below, penalties, interest, fees, and costs payable under this paragraph shall be retained by Local Government to compensate it for the cost of enforcing the Assessment. Additional interest at any default rate imposed by Lender pursuant to the Financing Documents, along with any other fees and charges that become due pursuant to the Financing Documents may be imposed and retained by Lender.

(b) The Assessment and any interest or penalties thereon,

(1) are a first and prior lien against the Property from the date on which the Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, as provided by Section 399.013 of the PACE Act, until the Assessment, interest, or penalty is paid; and

(2) such lien has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.

(c) Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by foreclosure of (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. Accordingly, Installments may not be accelerated in the event of default. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner's obligations under the Financing Documents shall be transferred to the succeeding owner without recourse to Lender, Local Government or Authorized Representative.

(d) In the event of a default by Property Owner in payment of an Installment called for by the Financing Documents or the filing of a case under the U.S. Bankruptcy Code by or against Property Owner, the lien created by the Assessment shall be enforced by Local Government for the benefit of Lender according to paragraph 6(c) below in the same manner according to Texas Tax Code Secs. 33.41 to 34.23 that a property tax lien against real property may be enforced by a local government, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution.

(e) In a suit to collect a delinquent Installment of the Assessment, Local Government shall be entitled to recover costs and expenses, including attorney's fees in the amount of 15% of the total principal amount of the delinquent Installment, penalties, and interest due, in the same manner according to Texas Tax Code Sec. 33.48 as in a suit to collect a delinquent property tax. Lender shall be entitled to any additional sums due to it under the Financing Documents in connection with a suit to collect a delinquent Installment of the Assessment.

(f) As provided in Section 399.014(a-1) of the PACE Act, after written notice of the Assessment is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a "qualified improvement" or the Project is not a "qualified project", as such terms are defined in Section 399.002 of the PACE Act.

6. Servicing and Enforcement of Assessment.

(a) Servicing. The Installments and other amounts due under the Financing Documents shall be billed, collected, received, and disbursed in accordance with the procedures set out in the Financing Documents. Lender or its designee shall be responsible for all servicing duties other than those specifically undertaken by Local Government in this PACE Lender Contract. If this is a HUD assisted or FHA insured Project, then the Financing Documents (i) shall provide for Installments to be escrowed in a manner acceptable to HUD or FHA lender and paid to Lender, and (ii) not make Installments more frequent than semi-annually. Authorized Representative shall deliver an annual notice of assessment to Property Owner by first-class mail or electronic mail each year until the Assessment is released. Any failure of Local Government or Authorized Representative to

deliver an annual notice of assessment to Property Owner shall not affect the Assessment or Property Owner's obligations under the PACE Owner Contract.

(b) Remittances. Each of the parties covenants and agrees to promptly remit to the other party any payments incorrectly received by such party with respect to the Assessment after the execution of this PACE Lender Contract.

(c) Default and Enforcement. In the event of a default in payment of any Installment according to the Financing Documents, Lender agrees to take at least the following steps to collect the delinquent Installment:

(1) Mail a written notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first-class mail. Lender shall mail a copy of the first notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project; and to Freddie Mac if the lien is held by Freddie Mac.

(2) Mail a second notice of delinquency and demand for payment to the Property Owner by both certified mail, return receipt requested, and first-class mail at least 30 days after the date of the first notice if the delinquency is continuing; and Lender shall also mail a copy of the second notice of delinquency to the holder(s) of any mortgage lien on the Property, to HUD if this is a HUD assisted or FHA insured Project, and to Freddie Mac if the lien is held by Freddie Mac.

The holder(s) of any mortgage lien on the Property, HUD, if this is a HUD assisted or FHA insured Project, and Freddie Mac if the mortgage lien is held by Freddie Mac, shall have not less than a 60-day notice and right to cure the delinquency by paying the amount of the delinquent Installment.

If Property Owner or other parties with the right to cure under this contract fails to cure the delinquency on or before the 30th day after the mailing of the second notice of delinquency, Lender or its designee may notify Authorized Representative in writing of a default in payment by Property Owner. Upon receipt of such notice and after doing its own due diligence, Authorized Representative shall certify the default to Local Government, which shall then enforce the assessment lien for the benefit of Lender pursuant to Sec. 399.014(c) of the PACE Act, in the same manner as a property tax lien against real property may be enforced, to the extent the enforcement is consistent with Section 50, Article XVI, Texas Constitution. However, if a case under the U.S. Bankruptcy Code is filed by or against Property Owner or if the enforcement of the assessment lien is prevented by the order of a court, Local Government shall notify Authorized Representative and shall file a proof of claim for the balance of the Assessment, accrued interest and penalties, and all costs and expenses, including attorney's fees, as authorized by Section 399.014 of the PACE Act. Authorized Representative shall notify Lender of the filing of the proof of claim. Lender shall not be required to mail a notice of delinquency to Property Owner or a notice of default to Local Government. Lender shall reimburse Local Government for any costs and expenses, including attorney's fees, required to file and present the claim.

(d) Priority. Pursuant to Sec. 399.014(a)(2) of the PACE Act, if the assessment lien is enforced by foreclosure or collected through a bankruptcy or similar proceeding, the delinquent Installment(s) and any interest, costs, or penalties on them shall have the same priority status as a secured claim for any other ad valorem tax. The parties understand that the assessment lien is a statutory tax lien under Sec. 399.014 of the PACE Act.

(e) Final Payment and Release. When the Assessment, Contractual Interest, any prepayment penalty, and any penalties, interest, fees, attorney fees, or costs due under or authorized by the PACE Act or the Financing Documents have been paid in full, Local Government's rights under the PACE Owner Contract shall cease and terminate. Upon notice from Lender that all amounts due have been paid in full, Authorized Representative on behalf of Local Government, shall execute a release of the Assessment and the PACE Owner Contract and record the release.

(f) Limitations on Local Government's Actions. Local Government shall not enter into any amendment or modification of or deviation from the PACE Owner Contract without the prior written consent of Lender. Local Government or Authorized Representative shall not institute any legal action with respect to the PACE Owner Contract, the Assessment, or the assessment lien without the prior written request of Lender.

(g) Limitations of Local Government's Obligations. Local Government undertakes to perform only such duties as are specifically set forth in this PACE Lender Contract, and no implied duties on the part of Local Government are to be read into this PACE Lender Contract. Local Government shall not be deemed to have a fiduciary or other similar relationship with Lender. Local Government may request written instructions for action from Lender and refrain from taking action until it receives satisfactory written instructions. Local Government shall have no liability to any person for following such instructions, regardless of whether they are to act or refrain from acting.

(h) Costs. No provisions of this PACE Lender Contract shall require Local Government to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

7. Lender's Warranties and Representations. With respect to this PACE Lender Contract, Lender hereby warrants and represents that on the Effective Date of this PACE Lender Contract:

(a) Lender is a qualified lender under the PACE Program, as defined in paragraph 3(a) above, and is fully qualified under the PACE Program to enter into this PACE Lender Contract and the Financing Documents;

(b) Lender has independently and without reliance upon Local Government conducted its own credit evaluation, reviewed such information as it has deemed adequate and appropriate, and made its own analysis of the PACE Owner Contract, the Project, and

Property Owner's financial ability to perform the financial obligations set out in the Financing Documents; and

(c) Lender has not relied upon any investigation or analysis conducted by, advice or communication from, or any warranty or representation by Local Government, Authorized Representative, or any agent or employee of Local Government or Authorized Representative, express or implied, concerning the financial condition of the Property Owner or the tax or economic benefits of an investment in the Assessment.

8. Written Contract Required by the PACE Act. This PACE Lender Contract constitutes a written contract between Local Government and Lender, as required under Section 399.006(c) of the PACE Act.

9. Construction and Definitions. This PACE Lender Contract is to be construed in accordance with and with reference to the PACE Program and PACE Act. Terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the PACE Program, or the PACE Act.

10. Binding Effect. This PACE Lender Contract is binding upon and inures to the benefit of the parties hereto and their respective representatives, agents, successors, and assigns.

11. Notices. Unless otherwise specifically provided herein, all notices and other communications required or permitted hereunder shall be in writing and delivered by first-class mail or by electronic mail with written confirmation of receipt, addressed to the other party at the address stated below the signature of such party or at such other address as such party may from time to time designate in writing to the other party, and shall be effective from the date of receipt.

12. Governing Law and Venue. This PACE Lender Contract shall in all respects be governed by and construed in accordance with the laws of the State of Texas without regard to Texas' choice of law provisions. Venue for any disputes or suits between the parties arising from or related to this PACE Lender Contract shall be in a state court located in the Region, and the parties consent to the personal and subject matter jurisdiction of such state court.

13. Entire Agreement. This PACE Lender Contract, including its exhibit, constitutes the entire agreement between Local Government and Lender with respect to the subject matter hereof and shall not be amended or altered in any manner except by a document in writing executed by both parties. If this is a HUD assisted or FHA insured Project, then HUD or FHA must also consent in writing to any amendment or alteration of this PACE Lender Contract, for as long as the Project remains HUD assisted or FHA insured.

14. Further Assurances. Lender further covenants and agrees to do, execute and deliver, or cause to be done, executed, and delivered all such further acts for implementing the intention of this PACE Lender Contract as may be reasonably necessary or required.

15. Captions. Paragraph and section titles are for convenience of reference only and shall not be of any legal effect.

16. Counterparts. This PACE Lender Contract may be executed in any number of counterparts, and each counterpart may be delivered on paper or by electronic transmission, all of which when taken together shall constitute one agreement binding on the parties, notwithstanding that all parties are not signatories to the same counterpart.

17. Interest. Interest and penalties in the event of default, as provided above, are explicitly authorized by Section 399.014(d) of the PACE Act. However, in no event will the total amount of interest on the Assessment, including statutory interest payable to Local Government and Contractual Interest payable to Lender under the Financing Documents, exceed the maximum amount or rate of nonusurious interest that may be contracted for, charged, or collected under Texas law (the “**Usury Limit**”). If the total amount of interest payable to Local Government and Contractual Interest payable to Lender exceeds the Usury Limit, interest payable to Local Government shall be reduced and any interest in excess of the Usury Limit shall be credited to the amount payable to Local Government or refunded. This provision overrides any conflicting provisions in this PACE Lender Contract.

18. Certification. Local Government certifies that the PACE Program has been duly adopted and is in full force and effect on the Effective Date of this PACE Lender Contract. Property Owner has represented to Lender and Local Government that the Project is a “qualified project” as defined in the PACE Program and Section 399.002 of the PACE Act. The Assessment has been imposed on the Property as a lien in accordance with the PACE Owner Contract and the PACE Act. Local Government has not assigned or transferred any interest in the Assessment or the PACE Owner Contract.

19. Inspection and Audits. Local Government’s representatives may perform, or have performed, audits of Lender’s documents, books and records. Lender shall keep its documents, books and records available for this purpose for at least three (3) years after this PACE Lender Contract terminates. This provision does not affect the applicable statute of limitations.

20. No Personal Liability. Pursuant to Section 399.019 of the PACE Act, the Lender acknowledges that the members of the governing body and employees of the Local Government, and board members, executives, employees, and contractors of the Authorized Representative are not personally liable as a result of exercising any rights or responsibilities under the PACE Program or any agreement in furtherance of the PACE Program.

21. Construction Terms. The Financing Documents executed by Lender and Property Owner must include a requirement that Lender shall withhold _____% of the Financing until verification is provided to Authorized Representative by an Independent Third Party Reviewer (“ITPR”) that the Project was properly completed and is operating as intended, or Property Owner shall pay liquidated damages to Lender of \$_____ per day for every day after 30 days following completion of the Project that such verification of completion is not provided. If verification of completion is not provided by Property Owner on or before the 30th day after completion of the Project, such verification shall be submitted by Lender. If this PACE Lender Contract includes any additional requirements related to construction of the Project and disbursement of Financing, such requirements are set forth in Exhibit D of the PACE Owner Contract attached hereto as Exhibit A and incorporated herein by reference. Such requirements may include, among other

things, (1) the disbursement schedule and (2) any holdback amount to be funded following verification of final Project completion.

LENDER:

By: _____

Name: _____

Title: _____

Address: _____

Email Address: _____

ACKNOWLEDGEMENT

STATE OF _____ §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was
acknowledged before me on _____, _____ by _____,
_____, on behalf of _____.

_____(print name)

NOTARY PUBLIC, STATE OF _____

LOCAL GOVERNMENT:

CITY OF HENDERSON, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
dba TEXAS PACE AUTHORITY
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: admin@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This PACE Lender Contract pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation and as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

PACE LENDER CONTRACT EXHIBIT A

PACE OWNER CONTRACT

EXHIBIT 4

FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO PROPERTY ASSESSED CLEAN ENERGY ACT

**FORM NOTICE OF CONTRACTUAL ASSESSMENT LIEN
PURSUANT TO
PROPERTY ASSESSED CLEAN ENERGY ACT**

STATE OF TEXAS §
 §
COUNTY OF RUSK §

RECITALS

A. The Property Assessed Clean Energy Act (“**PACE Act**”), Texas Local Government Code Chapter 399, authorizes the governing body of a local government to establish a program and designate a region within the local government’s jurisdiction within which an authorized representative of the local government may enter into written contracts with the record owners of privately owned commercial, industrial, and large multifamily residential (5 or more dwelling units) real property to impose assessments on the property to finance the cost of permanent improvements fixed to the property intended to decrease water or energy consumption or demand. Unless otherwise expressly provided herein, all terms used herein have the same meanings ascribed to them in the PACE Act.

B. The City of Henderson, Texas (“**Local Government**”) has established a program under the PACE Act pursuant to a resolution dated _____, adopted by the City Council (“**PACE Program**”), and has designated Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, as the representative of Local Government (“**Authorized Representative**”) authorized to enter into and enforce the written contracts with the owners of such property and the providers of such financing described herein, and has designated the entire territory within the boundaries of Henderson, Texas jurisdiction as a region (the “**Region**”) within which the Authorized Representative and the record owners of such real property may enter into written contracts to impose assessments to repay the financing by owners of qualified improvements on the owner’s property pursuant to the PACE Program.

C. _____ (“**Property Owner**”) is the sole legal and record owner of the qualified “real property,” as defined in Section 399.002 of the PACE Act, within the Region located at _____, _____, Texas _____ - _____ and more fully described in Exhibit A attached hereto and made a part hereof (the “**Property**”).

D. Property Owner has applied to Local Government to participate in the PACE Program by installing or modifying on the Property certain permanent improvements described in Exhibit B attached hereto and made a part hereof, which are intended to decrease water or energy consumption or demand and which are or will be fixed to the Property as “qualified improvements”, as defined in Section 399.002 of the PACE Act (“**Qualified Improvements**”). The installation or modification of such Qualified Improvements on the Property will be a

“qualified project” as defined in Section 399.002 of the PACE Act (the “**Project**”). Property Owner has entered into a written contract (the “**PACE Owner Contract**”) with Local Government pursuant to the PACE Act and the PACE Program and has requested Local Government to impose an assessment on the Property to repay the financing of such Qualified Improvements.

E. The financing of such Qualified Improvements shall be provided to Property Owner by _____ (“**Lender**”), a qualified lender selected by Property Owner, pursuant to a written contract executed by Lender and Local Government as required by the PACE Program and Section 399.006(c) of the PACE Act (the “**PACE Lender Contract**”). Lender shall be responsible for all servicing duties other than those specifically undertaken by Local Government in the PACE Lender Contract.

THEREFORE, Local Government hereby gives notice to the public pursuant to Section 399.013 of the PACE Act that it has imposed an assessment on the Property in the principal amount of \$ _____ (the “**Assessment**”). The Assessment includes only those costs and fees for which an assessment may be imposed under Section 399.006(e) of the PACE Act. In the event that the actual total of costs and fees for which an assessment may be imposed is different from the amount stated or any other term requires correction, Authorized Representative on behalf of Local Government, Property Owner, and Lender agree to execute an amended Owner Contract and Lender Contract, and thereafter Authorized Representative shall record an amended Notice of Contractual Assessment Lien.

The Assessment and contractual interest thereon due to the Lender (“**Contractual Interest**”) are due and payable in installments (“**Installments**”) in accordance with the terms and payment schedule included in the financing documents executed between Property Owner and Lender that are described in or copies of which are attached hereto as Exhibit C (the “**Financing Documents**”).

Pursuant to Section 399.014 of the PACE Act,

1. The Assessment, including any interest, costs, fees, attorney fees, or penalties accrued thereon,
 - (i) are a first and prior lien against the Property from the date on which this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, until the Assessment, interest, or penalty is paid; and
 - (ii) such lien, if enforced by foreclosure or collected through bankruptcy or similar proceeding, has the same priority status as a lien for any other ad valorem tax, pursuant to Section 399.014(a)(2) of the PACE Act.
2. Pursuant to Section 399.014(b) of the PACE Act, the lien created by the Assessment runs with the land, and any portion of the Assessment that has not yet become due shall not be eliminated by foreclosure of: (i) a property tax lien, or (ii) the lien for a delinquent Installment of the Assessment. Accordingly, Installments may not be accelerated in the event of default. In the event of a sale or transfer of the Property by Property Owner, the obligation for the Assessment and the Property Owner’s obligations under the Financing

Documents shall be transferred to the succeeding owner without recourse to Local Government, or Authorized Representative.

3. As provided in Section 399.014(a-1) of the PACE Act, after this Notice of Contractual Assessment Lien is recorded in the real property records of the county in which the Property is located, the lien created by the Assessment may not be contested on the basis that the improvement is not a “qualified improvement” or the Project is not a “qualified project”, as such terms are defined in Section 399.002 of the PACE Act.

EXECUTED on _____, _____

LOCAL GOVERNMENT:

CITY OF HENDERSON, TEXAS

By: TEXAS PROPERTY ASSESSED CLEAN ENERGY AUTHORITY
dba TEXAS PACE AUTHORITY
AUTHORIZED REPRESENTATIVE
Pursuant to Tex. Local Gov't Code §399.006(b)

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT

Address: PO BOX 200368
AUSTIN, TX 78720-0368

Email Address: admin@texaspaceauthority.org

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF _____ §

This Notice of Contractual Assessment Lien pursuant to Property Assessed Clean Energy Act was acknowledged before me on _____, 20__ by Charlene Heydinger, President, Texas Property Assessed Clean Energy Authority, dba Texas PACE Authority, a Texas nonprofit corporation, on behalf of said corporation and as Authorized Representative for the Local Government.

(print name)

NOTARY PUBLIC, STATE OF TEXAS

PACE NOTICE OF LIEN EXHIBIT A

PROPERTY DESCRIPTION

PACE NOTICE OF LIEN EXHIBIT B
QUALIFIED IMPROVEMENTS

PACE NOTICE OF LIEN EXHIBIT C

FINANCING DOCUMENTS

Assessment Payment Schedule

Assessment Total:

Payment Frequency:

Payment Date	Total Payment	Principal Paid	Interest Paid	Administration Fee	Remaining Balance

Financing Documents

Document Title	Parties	Date Executed

INDEXING INSTRUCTION:

Grantor: _____, Property Owner
Grantees: _____, Local Government
_____, Lender

After recording, return to: Texas PACE Authority
Charlene Heydinger
PO Box 200368
Austin, TX 78720-0368



City Council

Agenda Item # 7.

SUBJECT: Consideration and possible action upon the renewal of a Curfew Ordinance 2023-04-04. (Jimerson/Taylor)

MEETING DATE: May 16, 2023

DEPARTMENT: City Secretary

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council readopt a Juvenile Curfew Ordinance

ITEM SUMMARY: Police Chief Chad Taylor recommends no changes be made to the curfew ordinance.

BACKGROUND INFORMATION: Section 370.002 of the Local Government Code requires that after a city adopts a juvenile curfew ordinance, the city must review and readopt the ordinance.

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 2023-04-04 Curfew Ordinance

ORDINANCE 2023-04-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS IMPOSING A CURFEW FROM 12:00 MIDNIGHT UNTIL 6:00 A.M. THE FOLLOWING DAY, SEVEN DAYS A WEEK; PROHIBITING ANY PERSON UNDER SEVENTEEN YEARS OF AGE FROM BEING IN ANY PUBLIC PLACE OR BUSINESS ESTABLISHMENT DURING CURFEW HOURS; PROHIBITING ANY PARENT OR GUARDIAN FROM PERMITTING OR ALLOWING HIS/HER CHILD OR WARD UNDER SEVENTEEN YEARS OF AGE FROM BEING IN ANY PUBLIC PLACE OR BUSINESS ESTABLISHMENT DURING CURFEW HOURS; PROHIBITING ANY OWNER, OPERATOR OR EMPLOYEE OF ANY BUSINESS ESTABLISHMENT FROM ALLOWING ANY PERSON UNDER SEVENTEEN YEARS OF AGE TO REMAIN UPON THE PREMISES OF SUCH ESTABLISHMENT DURING CURFEW HOURS; PROVIDING CERTAIN EXCEPTIONS TO THE FOREGOING PROHIBITIONS; PROVIDING THAT ANY PERSON WHO VIOLATES ANY PROVISION OF THIS ORDINANCE SHALL BE GUILTY OF A MISDEMEANOR PUNISHABLE BY FINE NOT TO EXCEED \$500.00, WITH EACH DAY OR PART OF DAY DURING WHICH A VIOLATION OCCURS OR CONTINUES TO CONSTITUTE A SEPARATE OFFENSE.

WHEREAS, the City Council has determined that there has been an increase in juvenile criminal activities in the City of Henderson; and

WHEREAS, persons under seventeen (17) years of age are particularly susceptible, by their lack of maturity and experience, to participate in unlawful activities and to be victims of older perpetrators of crime; and

WHEREAS, the City Council of the City of Henderson desires to provide for the protection of juveniles from each other and from other persons, for the enforcement of parental control of and responsibility for their children, for the protection of the general public, and for the reduction of the incidence of juvenile criminal activities; and

WHEREAS, this curfew for persons under seventeen (17) years of age will be in the interest of the public health, safety and general welfare, and will help attain the foregoing objectives and diminish the undesirable impact of such conduct on the citizens of the City of

Henderson;

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

Section 1. That the findings contained in the preamble to this Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That this Ordinance of the City of Henderson, Texas shall read as follows:

A. Definitions

1. The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, unless the context of their usage clearly indicates another meaning.
 - a) ***Curfew Hours*** means from 12:00 midnight of each day of the week until 6:00 A.M. of the following day.
 - b) ***Direct route*** means the shortest path of travel through a public place to reach a final destination without any detour or stop along the way.
 - c) ***Emergency*** means an unforeseen combination of circumstances or the resulting state that calls for immediate action. It includes, but is not limited to, a fire, natural disaster, automobile accident, or any situation requiring immediate attention to prevent serious bodily injury, loss of life or damage to property.
 - d) ***Establishment*** means any privately owned place of business operated for a profit to which the public is invited, including, but not limited to, any place of amusement or entertainment.
 - e) ***Guardian*** means a court-appointed guardian of the person of a minor, or a public or private agency with whom a minor has been placed by a court.

- f) ***Interstate transportation*** means transportation between states of the United States or between a state of the United States and foreign country, to which travel through the City of Henderson is merely incidental.
 - g) ***Intrastate transportation*** means transportation between locations within the State of Texas, to which any travel through the City of Henderson is merely incidental.
 - h) ***Juvenile*** means any person less than seventeen (17) years of age.
 - i) ***Operator*** means any individual, firm, association, partnership or corporation operating, managing, or conducting any establishment. The term includes the members or partners of an association or partnership and the officers of a corporation.
 - j) ***Parent*** means the natural parent, adoptive parent or step-parent of a juvenile.
 - k) ***Public place*** means any place to which the public or a substantial part of the public has access and includes, but is not limited to, streets, highways and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities and shops. This term shall include establishments as defined above.
 - l) ***Remain*** means to linger or stay, or to fail to leave premises when requested to do so by a police officer or the owner, operator or other person in control of the premises.
 - m) ***Responsible adult*** means an adult who is at least 18 years of age and has been designated in writing by a parent or court-appointed guardian to have care and custody of a juvenile.
1. The provisions of this Ordinance are supplemental and cumulative to all other laws and ordinances applicable in any manner to juveniles.

B. Offenses

1. It shall be unlawful for any juvenile to knowingly remain, walk, run, stand, drive or ride about, in or upon

any public place in the city or on the premises of any establishment within the city during curfew hours.

2. It shall be unlawful for a parent or guardian to knowingly permit or by insufficient control allow a juvenile to remain in any public place or on the premises of any establishment within the city during curfew hours. As used in this section, knowingly includes knowledge that a parent or guardian should reasonably be expected to have concerning the whereabouts of a juvenile. It shall be prima facie evidence of a violation of this section if a parent or guardian has no knowledge of their juvenile child's or ward's whereabouts during the hours of curfew established herein.
3. It shall be unlawful for any owner, operator, or employee of an establishment to allow a juvenile to remain upon the premises of the establishment during curfew hours beyond the time necessary to conduct an activity set out immediately herein below.

C. Defenses

1. It is a defense to prosecution under Section 2(B) that the juvenile was:
 - a) Accompanied by the juvenile's parent, guardian or responsible adult.
 - b) On an errand at the direction of the juvenile's parent or guardian, without making any unnecessary detour or stop;
 - c) In a motor vehicle involved in intrastate or interstate travel;
 - d) Engaged in lawful employment activity or going to or returning home by a direct route from a lawful employment activity, without any detour or stop;
 - e) Involved in an emergency or on an errand made necessary by an emergency;
 - f) On a sidewalk abutting the juvenile's residence or abutting the residence of a next-door neighbor, if the neighbor did not complain to the police department about the juvenile's presence;
 - g) Attending a school, religious or government-sponsored activity supervised by adults or was traveling by direct route to or from a school, religious or government-sponsored activity supervised by adults, without any detour or stop;
 - h) Engaging in, participating in or traveling to or from any event, function, or activity for which Section 2(B) of this Ordinance would contravene the juvenile's rights protected under the United States or Texas Constitutions; or
 - i) Married or had been married or had disabilities of minority removed in accordance with the Texas Family Code.
1. It is a defense to prosecution under Section 2(B.3) Offences that the owner, operator or employee of an establishment promptly notified the police department that a juvenile was

present on the premises of the establishment during curfew hours and the juvenile refused to leave after being asked to leave.

D. Enforcement

1. Before taking any enforcement action under this Ordinance, a police officer shall ask the apparent juvenile offender's age and reason for being in the public place. The officer shall not issue a citation or make an arrest under this Ordinance unless the officer reasonably believes that an offense has occurred and that, based on any response by the juvenile and other circumstances, no defense under Section 2(C.I) Defenses is present.
2. Any juvenile violating the provisions of this Ordinance shall be guilty of a Class C misdemeanor and shall be dealt with in accordance with the provisions of Title 3 of the Texas Family Code, which may include prosecution in Municipal Court
3. If a juvenile is found in violation of this Ordinance, the police department shall mail a notice to the parent or guardian of the juvenile informing the parent or guardian of the violation and warning said parent or guardian that a violation of this Ordinance can result in the prosecution of the juvenile and the parent.
4. If a juvenile is found in violation of this Ordinance at an establishment, the police department shall mail a notice to the operator informing the operator of the violation and warning said operator that a violation of this Ordinance can result in the prosecution of the operator.
5. A person who violates a provision of this Ordinance is guilty of a separate offense for each day or part of a day during which the violation is committed, continued or permitted. Each violation of this Ordinance is a Class C misdemeanor that may be punished by the assessment of a maximum fine of \$500.00 per offense.
6. When required by the Texas Family Code, the Municipal Court shall waive its original jurisdiction over a juvenile who violates this Ordinance and shall refer the juvenile to the juvenile court.

Section 3. The provisions of this ordinance shall become effective upon its adoption and publication of the caption of this ordinance as provided by law.

Section 4. If any provision, section, subsection, sentence, clause or phrase of this ordinance, or the application of same to any person or set of circumstances is for any reason held by a court of competent jurisdiction to be unconstitutional, void or invalid, the validity of the remaining portions of this ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 5. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance is hereby repealed.

Section 6. That the intention of the City Council is hereby ordained that the provisions of this ordinance shall become and be a part of the Code of Ordinances of the City of Henderson, Texas, and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention.

Section 7. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

Section 8. That a violation of this ordinance shall be a misdemeanor and the penalty for violating this ordinance shall be as provided for in Section 136.02 of the Code of Ordinances of the City of Henderson, which shall be a maximum fine of \$500, and each day a violation occurs shall be a separate offense.

ADOPTED this the 18th day of April, 2023.

John (Buzz) Fullen, Mayor

ATTEST:

Cheryl Jimerson, City Secretary



City Council

Agenda Item # 8.

SUBJECT: Consideration and possible action upon the second reading of Ordinance # 2023-04-03 annexing HEDCO property located on Industrial Drive/Morris Street into the city limits. (Jimerson)

MEETING DATE: May 16, 2023

DEPARTMENT: City Secretary

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: This is the second reading of the ordinance, staff recommends approval.

ITEM SUMMARY: The first public hearing on the annexation of this property was held March 21, 2023, with no public comments. The second public hearing allowing the first reading of said ordinance under consideration was at the April 18th meeting, with no public comments.

BACKGROUND INFORMATION: There was a change I was not aware of. We are required to only have one public hearing now.
LGC Sec. 43.0673. PUBLIC HEARING. (a) Before a municipality may adopt an ordinance annexing an area under this subchapter, the governing body of the municipality must conduct one public hearing.

(c) During the public hearing, the governing body:

(1) must provide persons interested in the annexation with the opportunity to be heard; and

(2) may adopt an ordinance annexing the area.

SPECIAL CONSIDERATIONS: None

SUPPORTING MATERIALS:

1. 2023-04-03 Ordinance HEDCO_Brady Subdivision Unit 2

ORDINANCE NO. 2023-04-03

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF HENDERSON, RUSK COUNTY, TEXAS; EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN THE CITY LIMITS; GRANTING TO SAID TERRITORY AND TO ALL FUTURE INHABITANTS OF SAID TERRITORY ALL OF THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID FUTURE INHABITANTS BY ALL THE ACTS AND ORDINANCES OF THE CITY OF HENDERSON, TEXAS; PROVIDING FOR THE ZONING OF THE ANNEXED TERRITORY; PROVIDING FOR SEVERABILITY; REPEALING CONFLICTING ORDINANCES; AND PROVIDING AFFECTIVE DATE.

WHEREAS, HEDCO, has requested annexation for their HEDCO-Brady Subdivision Unit 2 to the City Council of the City of Henderson that a certain tract of land be annexed to be a part of the territory of the City of Henderson as further described in Exhibit "A"; and

WHEREAS, the Texas Local Government Code, Section 43.0671, authorizes the annexation of an area by a municipality on request of all said area land owners requesting annexation; and

WHEREAS, HEDCO, is the sole owner of the territory sought to be annexed by their voluntary request; and

WHEREAS, said territory is within the extra-territorial jurisdiction of the City of Henderson and no other city; and

WHEREAS, all of said territory lies adjacent to and adjoins the present boundaries of the City of Henderson, Texas; and

WHEREAS, the total area of said described territory is less than ten percent (10%) of the area within the limits of the City of Henderson, Texas as they existed on January 31, 2023; and

WHEREAS, the City Council finds that all City services, including police protection, fire protection, water, and trash pickup are readily available for the entire territory to be annexed. Wastewater and sewer shall be provided as soon as practical; and

WHEREAS, the City Council finds it to be in the best interests of the City of Henderson, Texas, to grow industry, increase property and sales tax and create jobs of its people that said property be annexed into the territorial limits of the City of Henderson, Texas.

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

Section 1: The following described land and territory lying adjacent to and adjoining the present boundaries of the City of Henderson, Texas, is hereby added and annexed to the City of Henderson, Texas, and said territory hereinafter described shall be included within the boundary limits of the City of Henderson, Texas, and the present boundary limits of such City, at the various points contiguous to the areas hereinafter described, are altered and amended so as to include said area within the corporate limits of the City of Henderson, Texas, to wit:

Tract One - 25.119 Acres

BEGINNING at the Southwest corner of Lot 3 / Block 558 of Unit No. 2, Hedco-Brady Subdivision as it appears in Volume 3428, Page 849 of the Official Public Records of Rusk County, Texas (OPRRC); THENCE with the West line of said Lot 3 as follows:

North 35° 43' 20" East a distance of 523.95 feet, and
North 17° 46' 24" East a distance of 480.41 feet, and
North 50° 23' 15" West a distance of 704.73 feet to the Northwest corner of same;

THENCE North 75° 01' 50" East with the North line of said Lot 3 a distance of 1315.22 feet to the Northeast corner of same;

THENCE with the East line of said Lot 3 as follows:

South 14° 23' 00" West a distance of 425.72 feet, and
South 14° 58' 13" West a distance of 355.80 feet, and
South 13° 36' 51" West a distance of 249.16 feet to a point in same, being at the Northernmost corner of a 4.046 acres (Tract Two) described this date;

THENCE South 30° 33' 57" West across said Lot 3, with the West line of said Tract Two a distance of 1054.18 feet to a point in the South line of said Lot 3, being at the Southwest corner of said Tract Two;

THENCE North 58° 53' 26" West with the South line of said Lot 3 a distance of 452.99 feet to the BEGINNING and CONTAINING 25.119 acres.

Tract Two - 4.046 Acres

BEGINNING at the Southeast corner of Lot 3/ Block 558 of Unit No. 2, Hedco-Brady Subdivision as it appears in Volume 3428, Page 849 of the Official Public Records of Rusk County, Texas (OPRRC); THENCE North 58° 53' 26" West with the South line of said Lot 3 a distance of 337.37 feet to point in same, being at the Southeast corner of a 25.119 acres (Tract One) described this date;

THENCE North 30° 33' 57" East across said Lot 3, with the East line of said Tract One a distance of 1054.18 feet to a point in the East line of said Lot 3, being the Northernmost corner of this tract;

THENCE with the East line of said Lot 3 as follows:

South 13° 36' 51" West a distance of 146.77 feet. and
South 12° 52' 04" West a distance of 569.46 feet, and
South 12° 35' 54" West a distance of 393.68 feet to the
BEGINNING and CONTAINING 4.046 acres.

Section 2: The above described territory and the area so annexed shall be a part of the City of Henderson, Texas, and the inhabitants thereof, if any, shall be entitled to all of the rights and privileges of all the citizens of the City of Henderson, Texas, and shall be bound by the acts, ordinances, resolutions and regulations of the City of Henderson, Texas.

Section 3: The following described territory shall be zoned General Industrial.

Section 4: The property owners of the territory annexed hereby shall be entitled to City services as more fully described in the attached Annexation Service Plan as Exhibit "B" immediately upon final passage of this ordinance.

Section 5: Be it further ordained that should any particular territory herein annexed be declared null and void for any reason, said determination shall not affect the remaining territories herein annexed.

Section 6: The provisions of this ordinance shall be severable. If the provision of this ordinance is held invalid, such invalidity shall not affect other provisions of application of the ordinance which can be given effect without the invalid provision or application.

Section 7: All ordinances or parts of ordinances in conflict herewith are hereby expressly repealed.

Section 8: This ordinance shall take full effect and force upon passage by the City Council of the City of Henderson, Texas.

CONSIDERED with this the first reading on the 18th day of April, 2023.

PASSED, APPROVED AND ADOPTED with this the second reading on the 16th day of May, 2023.

John W. Fullen, Mayor

ATTEST:

Cheryl Jimerson, City Secretary



DDM Surveying, Inc.

Tract One – 25.119 Acres

BEGINNING at the Southwest corner of Lot 3 / Block 558 of Unit No. 2, Hedco-Brady Subdivision as it appears in Volume 3428, Page 849 of the Official Public Records of Rusk County, Texas (OPRRC);

THENCE with the West line of said Lot 3 as follows:

North 35° 43' 20" East a distance of 523.95 feet, and

North 17° 46' 24" East a distance of 480.41 feet, and

North 50° 23' 15" West a distance of 704.73 feet to the Northwest corner of same;

THENCE North 75° 01' 50" East with the North line of said Lot 3 a distance of 1315.22 feet to the Northeast corner of same;

THENCE with the East line of said Lot 3 as follows:

South 14° 23' 00" West a distance of 425.72 feet, and

South 14° 58' 13" West a distance of 355.80 feet, and

South 13° 36' 51" West a distance of 249.16 feet to a point in same, being at the Northernmost corner of a 4.046 acres (Tract Two) described this date;

THENCE South 30° 33' 57" West across said Lot 3, with the West line of said Tract Two a distance of 1054.18 feet to a point in the South line of said Lot 3, being at the Southwest corner of said Tract Two;

THENCE North 58° 53' 26" West with the South line of said Lot 3 a distance of 452.99 feet to the BEGINNING and CONTAINING 25.119 acres.

Tract Two – 4.046 Acres

BEGINNING at the Southeast corner of Lot 3 / Block 558 of Unit No. 2, Hedco-Brady Subdivision as it appears in Volume 3428, Page 849 of the Official Public Records of Rusk County, Texas (OPRRC);

THENCE North 58° 53' 26" West with the South line of said Lot 3 a distance of 337.37 feet to point in same, being at the Southeast corner of a 25.119 acres (Tract One) described this date;

THENCE North 30° 33' 57" East across said Lot 3, with the East line of said Tract One a distance of 1054.18 feet to a point in the East line of said Lot 3, being the Northernmost corner of this tract;

THENCE with the East line of said Lot 3 as follows:

South 13° 36' 51" West a distance of 146.77 feet, and

South 12° 52' 04" West a distance of 569.46 feet, and

South 12° 35' 54" West a distance of 393.68 feet to the BEGINNING and CONTAINING 4.046 acres.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

NOTES

- VOLUME AND PAGE REFERENCES SHOWN HEREON ARE TO THE DEED RECORDS OF RUSK COUNTY, TEXAS (OPRC), THE LAND RECORDS OF RUSK COUNTY, TEXAS (LRR), OR THE OFFICIAL PUBLIC RECORDS OF RUSK COUNTY, TEXAS (OPRC).
- DIRECTIONAL CONTROL BASED UPON GPS DATA CONVERTED TO THE TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE.
- LINEAR DIMENSIONS ARE IN U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
- EVERY DOCUMENT OF RECORD REVIEWED AND CONSIDERED AS A PART OF THIS SURVEY IS NOTED HEREON. ONLY THE DOCUMENTS NOTED HEREON WERE SUPPLIED THE SURVEYOR. NO ABSTRACT OF TITLE, NOR TITLE COMMITMENT, NOR RESULTS OF TITLE SEARCHES WERE FURNISHED THE SURVEYOR. THERE MAY EXIST OTHER DOCUMENTS OF RECORD THAT WOULD AFFECT THESE PARCELS.
- NO GUARANTEE IS GIVEN OR IMPLIED BY JDM SURVEYING INC. AS TO THE EXACT LOCATION OR IF ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED.
- CITY LIMIT DATA DERIVED FROM PREVIOUS PLAT OF HEDCO BRADY SUBDIVISION UNIT NO. 2
- THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.

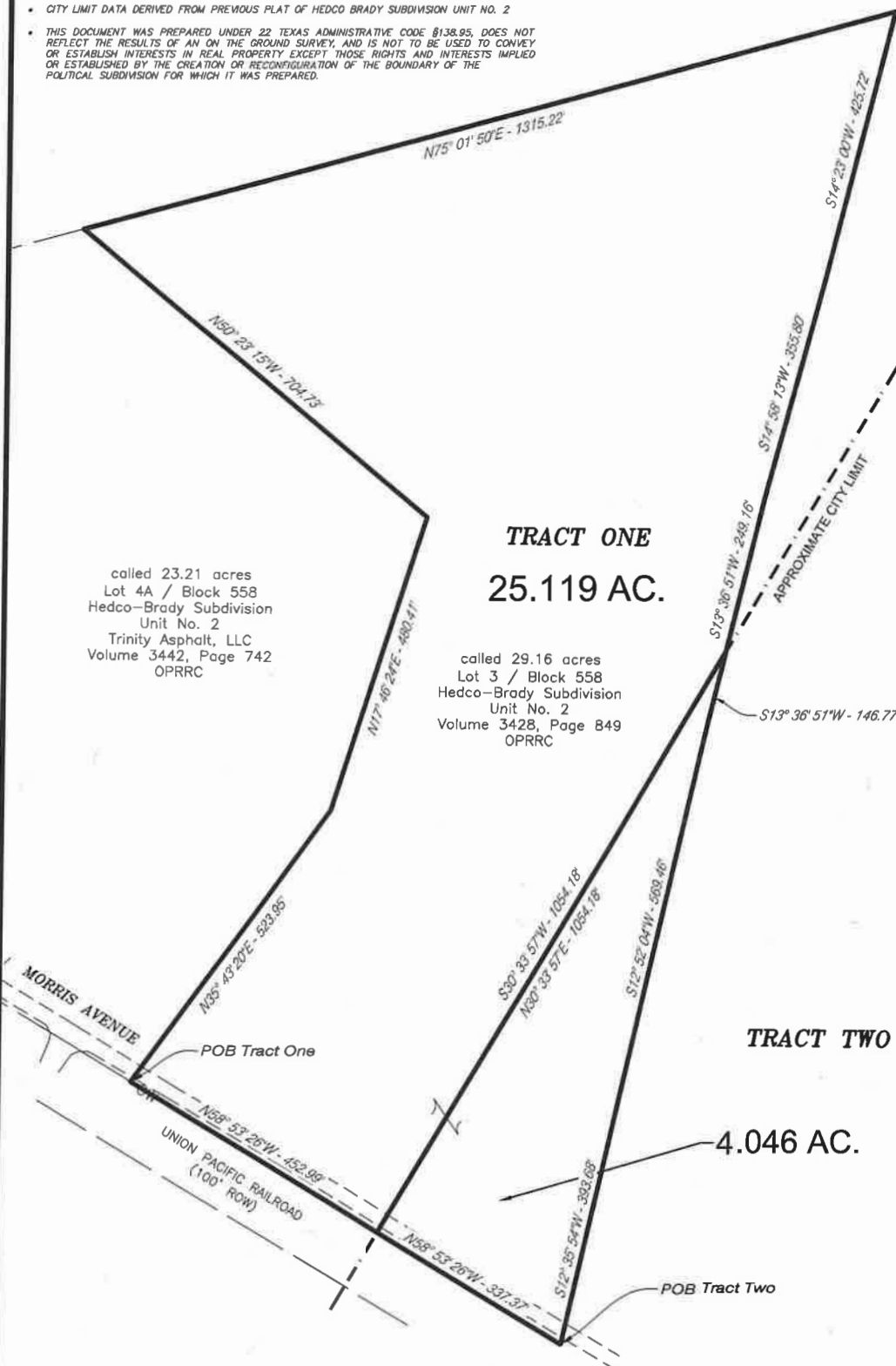
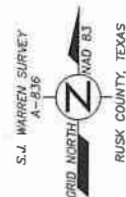
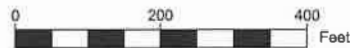


EXHIBIT “B”

CITY OF HENDERSON ANNEXATION SERVICE PLAN HEDCO 25.119 ACRE TRACT

INTRODUCTION

This service plan has been prepared in accordance with V.T.C.A., Local Government Code, Section 43.056 and 43.0561 for the **HEDCO, 25.119 acre tract**, as described in the field notes attached to the **HEDCO, 25.119 acre tract Annexing Ordinance 2023-04-03** as **Exhibit “A”**. The Council finds that the property is annexed pursuant to Section 43.0671 Local Government Code on application of property owner (**Exhibit “1”**). Municipal facilities and services to the annexed area described Municipal Water, Solid Waste, Fire and Police Services will be provided or made available on behalf of the City at the following levels and in accordance with the following schedule:

POLICE PROTECTION

Patrolling, responses to calls, and other police services will be provided on the effective date of the annexation at the same level as provided throughout the city by the Henderson Police Department. The City of Henderson has a Municipal Court that is a Municipal Court of Record and of competent jurisdiction to handle Class C Misdemeanors.

FIRE PROTECTION AND FIRE PREVENTION

Fire protection and fire prevention services will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the City. The Henderson Fire Department is in Henderson, Texas.

UT HEALTH EMERGENCY MEDICAL SERVICES

Emergency medical services will be provided on the effective date of the annexation on the same basis and at the same level as provided throughout the City by the UT HEALTH EMERGENCY MEDICAL SERVICES (EMS). The EMS station is located at 500 W. Main Street Henderson, Texas 75652.

SOLID WASTE COLLECTION AND DISPOSAL

Solid waste collection and disposal services will be provided at the same level as provided throughout the city by the contracted company as specified by the City of Henderson Code of Ordinances.

WATER SERVICE

Operation and maintenance of water facilities that are contiguous to the city of Henderson's CCN and within this Annexation Service Plan will be provided by the Henderson Utility Department on the effective date of the annexation on the same basis and at the same level as provided throughout the City with comparable topography, land use and population density in accordance with existing Ordinances, including Ordinances governing subdivisions in effect on the date of annexation which require a developer to install water a lines.

MAINTENANCE OF ROADS AND STREETS

The City of Henderson maintains the city streets within the city. Existing State highways within the city are maintained by the State of Texas.

PARKS PLAYGROUNDS AND RECREATION

The City of Henderson owns several City Park's that is free to all residents and that can be used for picnics, recreation and so forth. The City rents the park facility for special events upon proper application made at the Civic Center Offices located at 1500 Lake Forest Parkway. A golf course (privately owned), disc golf and tennis courts are located within the city and are free to use.

LIBRARY SERVICE

The City of Henderson has a public library located within the city known as the Rusk County Library. The library is a separate independent entity and is not operated by City but provides Library services throughout the City located at 106 E. Main Street, Henderson, Texas 75654.

STREET LIGHTING

Street lighting is available within the city and is available through AEP Electric. The City of Henderson does not provide street lighting.

ELECTRICAL SERVICES

Electrical power service is available in the city and is provided within the City by AEP Electric.

NATURAL GAS SERVICES

Natural gas service is available in the city and is provided by Center Point Energy Company.

OTHER SERVICES

Other services that may be provided by the City such as planning and zoning, code enforcement, animal control, library, park and recreation, court, and general administration will be made available on the effective date of the annexation on the same basis and at the same level as provided throughout the City. Construction permits are issued by the City. Costs are determined by a Master Fee Schedule. The city uses the most recently adopted international building code for mechanical, fire, building, plumbing and miscellaneous other items. The city uses the International Electric Code for electrical work. Wastewater rules are the version of those published by the Texas commission on Environmental Quality. Site plan recommendation is performed by the Henderson the Planning and Zoning Commission final approval/disapproval by City Council.

CAPITAL IMPROVEMENTS

Construction of other capital improvements shall be considered by the City in the future as the need dictates on the same basis as such capital improvements are considered throughout the City in accordance with existing Ordinances of the City of Henderson, including Ordinances governing subdivisions in effect on the date of annexation which require a developer to install or construct such capital improvements including but not limited to roads, streets, water, and sewer lines.

UNIFORM LEVEL OF SERVICES MAY NOT BE REQUIRED

Nothing in this plan shall require the City to provide a uniform level of full municipal services to each area of the City, including the annexed area, if different characteristics of topography, land use, and population density are considered a sufficient basis for providing different levels of service. Funding capital improvement and infrastructure necessary to provide municipal services to the property shall be subject to and in accordance with the existing Ordinances of the City of Henderson in effect on the date of annexation including those which require that a developer install or construct such capital improvements to the property.

TERM

This service plan shall be valid for a term of ten (10) years.

AMENDMENTS

The plan shall not be amended unless public hearings are held in accordance with the applicable sections of the Local Government Code.

Adopted by City Council on the 16th day of May, 2023.

John (Buzz) Fullen, Mayor

Attest:

Cheryl Jimerson, City Secretary

Read and Accepted: _____ **Date:** _____

HEDCO

_____, **President**



City Council

Agenda Item # 9.

SUBJECT: Consideration and possible action upon the second reading of Ordinance 2-23-04-05 a zoning change from Institutional (IS) to low density Multi-family 1 (M1) for a property located at 1112 Longview Dr. (Hughes/McElfresh)

MEETING DATE: May 16, 2023

DEPARTMENT: Community Development

CONTACT: Billy Hughes, P & Z Coordinator

RECOMMENDED CITY COUNCIL ACTION: Staff recommends the Planning and Zoning Commission consider making recommendation to approve the zoning change for the property known as 1112 Longview Dr., Lot 16-Blk 1200 Garden Acres

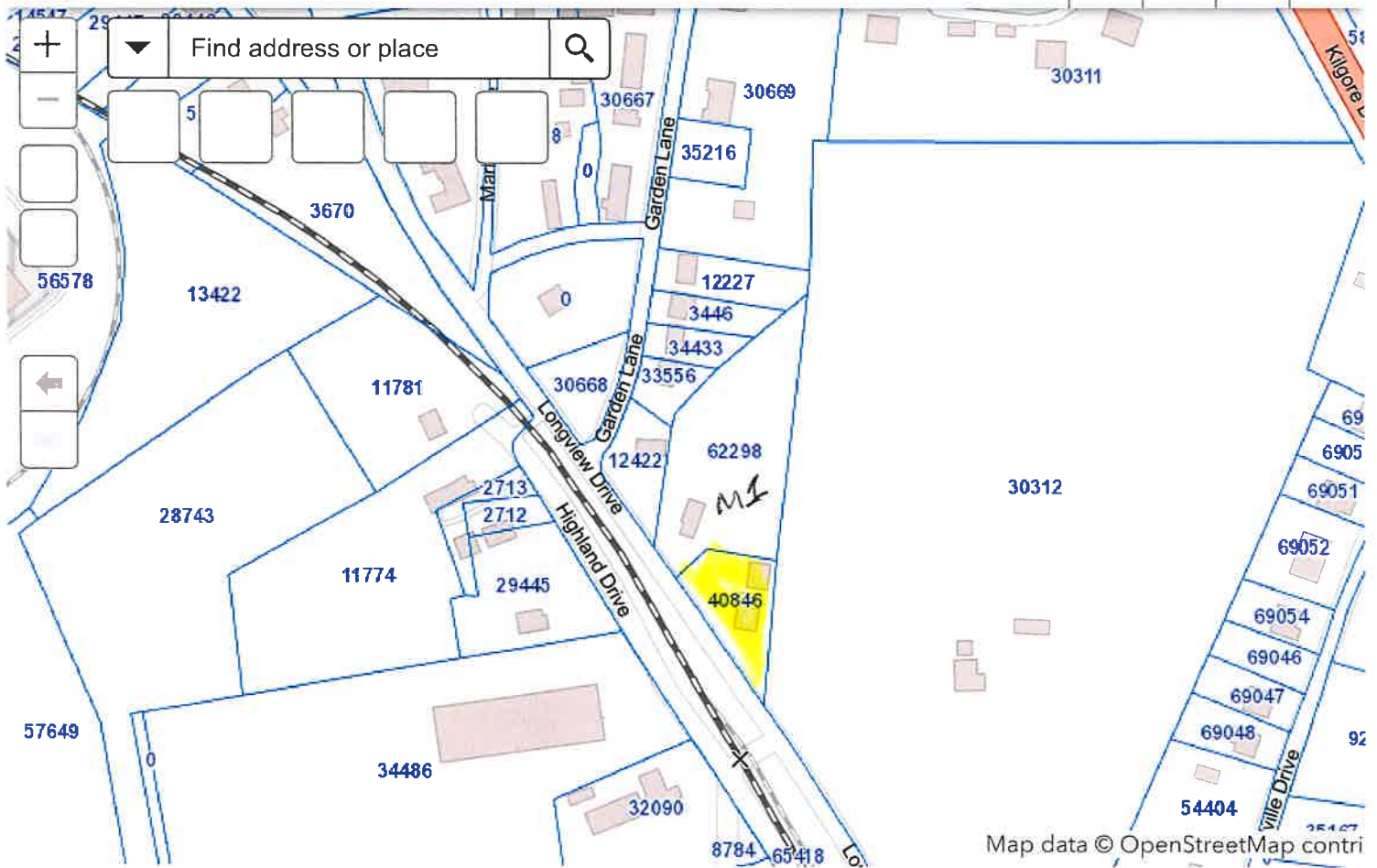
ITEM SUMMARY: Dana Maddox submitted an application to change the zoning designation on a property from the current zoning of Institutional to Low Density Multi-Family Residential (M1).

BACKGROUND INFORMATION: In February of 2022 the zoning was changed on this property to IS when it was leased to a faith based woman's outreach organization. The lease was terminated approximately 6 months and has been empty since. Ms. Maddox now has the property under contract to sell and the buyer wants to convert the building on the property into a duplex.

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 1112 Longview Dr. map



300ft

32.175 -94.794 Degrees



City Council

Agenda Item # 10.

SUBJECT: Consideration and possible action upon Resolution # 2023-05-02 allowing the same Board members to serve on Main Street and The Historic Preservation Boards. (S.Kimbrell)

MEETING DATE: May 16, 2023

DEPARTMENT: Civic Center

CONTACT: Stephanie Kimbrell, Civic Center Manager

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council approve a resolution allowing the same members to serve on both the Main Street and the Preservation Boards.

ITEM SUMMARY: Approval of this Resolution allows us to move forward allowing the same members to serve on both the Main Street and the Preservation Boards.

BACKGROUND INFORMATION: The Historic Landmark Preservation Committee and the Main Street Advisory Board both consist of 7 members whose terms are currently expired. This resolution allows them to serve a dual role. Some benefits of combining these are: to help reduce and streamline the number of meetings held, to establish efficiency in recruiting members, and to provide a more streamlined, user-friendly procedure for the downtown stakeholders, especially new businesses. Changes to both by-laws to reflect new terms and absence /attendance requirements will be submitted at a later date. Other Texas cities comparable to our size are structured this way and find it beneficial.

SPECIAL CONSIDERATIONS: Approval of new members will be presented at the next meeting. Recommended members will be comprised of the current Preservation and Main Street Board while adding new representatives from downtown.

SUPPORTING MATERIALS:

1. 2023-05-02 Main Street and Preservation Boards Resolution

RESOLUTION 2023-05-02

WHEREAS, the City of Henderson has a Historic Landmark Preservation Committee (Committee);

WHEREAS, the City of Henderson has a Main Street Advisory Board (Board);

WHEREAS, it would be in the best interest of each entity and the City of Henderson if the board membership were identical as to each above mentioned Committee and Board;

AND WHEREAS, Article V. Section 1 of the Historic Landmark Preservation Committee defines the membership term “shall consist of two (2) years ending on February first of each even numbered year”;

AND WHEREAS, Article V. Section 1 of the Main Street Advisory Board By-Laws defines the membership term “shall consist of two (2) year consecutive terms with a total of four years, after such, board member will have two (2) years of absence from the board, with the ability to reapply when an eligible position is available”;

AND WHEREAS, it is the object of this resolution to apply four (4) year term limits to both entities with terms ending on June 1st of each four (4) year term;

AND WHEREAS, those members in the places numbered 1, 2, and 3, terms shall expire on June 1st, 2027 and every fourth June 1st thereafter

AND WHEREAS, those members in the places numbered 4,5,6 and 7, terms shall expire on June 1st, 2026 and thereafter every fourth June 1st.

AND WHEREAS, each member’s term shall end at the end of four (4) years and a two (2) year absence from membership will be required, with the ability to reapply when an eligible position is available.

AND WHEREAS, that each member shall act and serve on both Committee and Board.

AND WHEREAS, the City Council shall determine the make-up of the boards which membership shall be identical for each entity, but shall act independently.

IT IS THEREFORE RESOLVED that each member of the Historic Landmark Preservation Committee and the Main Street Advisory Board shall be four (4) year term ending on June 1st of each four (4) year term.

Such Resolution passed by the City Council of the City of Henderson, Rusk County, Texas on the 16th day of May, 2023.

Attested to:

Signed by:

Cheryl Jimerson, City Secretary

John (Buzz) Fullen, Mayor



City Council

Agenda Item # 11.

SUBJECT: Consideration and possible action upon amendment #2 to the HEDCO Employment Agreement with the City of Henderson. (Clary)

MEETING DATE: May 16, 2023

DEPARTMENT: HEDCO

CONTACT: John Clary, HEDCO Director

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of Amendment #2 to the HEDCO Employment Agreement with COH.

ITEM SUMMARY: When John Clary was hired in 2018, the COH and HEDCO allowed the Director to obtain health benefits and other insurance coverage under the City's insurance policies. HEDCO has agreed to reimburse the City for all funds paid and expenses incurred by the city in connection with the employee. In 2021, HEDCO added an employee to their Marketing team with the same stipulations. Administrative Assistant Karen Smith has given notice of retirement. Therefore, amendment #2 will state that all employees working for HEDCO will follow the same benefits coverage with full reimbursement to the city from HEDCO.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. HEDCO Personnel Support Services Amend 2 2023

**AMENDMENT TWO TO AN INTER-LOCAL AGREEMENT
BETWEEN THE CITY OF HENDERSON AND THE HENDERSON
ECONOMIC DEVELOPMENT CORPORATION REGARDING
PERSONNEL SUPPORT AND FINANCIAL MANAGEMENT
SERVICES**

WHEREAS, the amendment removes "two" from section A item 1 and adds section A to item 3.

WHEREAS, the City of Henderson ("City") wishes to provide personnel support and financial management services to the Henderson Economic Development Corporation ("HEDCO"), as requested by the President of HEDCO, ("Board");

WHEREAS, the City has agreed to disburse funds and incur expenses in connection with the employment of two HEDCO employees;

WHEREAS, HEDCO has agreed to reimburse the City for all funds paid and expenses incurred by the City in connection with the employment of ALL HEDCO employees and

WHEREAS, Section 501.067 of the Texas Local Government Code authorizes HEDCO, with the consent of the City, to obtain health benefits coverage and other insurance coverage under the City's insurance policies or under an inter-local agreement.

NOW THEREFORE, in consideration of the mutual covenants & conditions set forth herein, HEDCO and the City agree as follows:

- I. The City agrees to provide the following personnel support and financial management services to HEDCO, as requested by the Board:
 - A. HEDCO employees shall be employees of the City, eligible for all City benefits and subject to all personnel policies of the City, except as otherwise provided by Employment Agreement between HEDCO Board and the Executive Director of HEDCO.
 - B. The City shall provide all administrative, accounting and financial management services related to the employment of HEDCO employees by the City, including the disbursement of funds and payment of expenses, and the preparation of all reports, records and documents required by federal or state law and City Ordinance.
2. HEDCO agrees to reimburse the City for all expenses incurred and disbursements made by the City pursuant to this Inter-Local Agreement and the Employment Agreement between HEDCO Board and the Executive Director of HEDCO. The City shall provide HEDCO with a quarterly statement of all expenses incurred and disbursements made by the City. HEDCO shall reimburse the City as soon as is practical, but in no event more than thirty (30) days after receipt of the quarterly statement from the City. HEDCO shall

be responsible to the City for all costs and expenses, directly or indirectly resulting from this Inter-Local Agreement and the Employment Agreement between HEDCO and their employees and shall indemnify the City against any loss resulting from this Inter-Local Agreement or the Employment Agreement between HEDCO and the Executive Director of HEDCO.

3. HEDCO shall be solely responsible for hiring, directing, supervising, evaluating and/or terminating the Executive Director of HEDCO, and the Executive Director shall report directly to the HEDCO Board of Directors.

A. All other HEDCO employees will be employed subject to HEDCO Bylaws.

4. This Agreement shall be effective upon approval by the City Council and the Board of Directors of the Henderson Economic Development Corporation and execution by the Mayor and Chairman of the HEDCO Board.

CITY OF HENDERSON

Date Approved by City Council

John (Buzz) Fullen, Mayor

Date of Signature

HEDCO

Date Approved by the Board

Dylan Culp, President of the Board

Date of Signature

Weekly Update for Mayor and Council

5/12/2023

From: The City Manager

Let's start off with rain. The City of Henderson received a lot of rain on the morning of the 11th. The early morning saw several roads and streets in the area overcome with high water including West Main and Fordall. The Willow Lake level was within a foot of overtopping the dam, but it held on. Lake Forest did well but the gazebo floor was under water and the spill way was a max flow. Our public service and public safety crews stayed busy making sure vehicle and foot traffic stayed away from the affected areas in town. We are still assessing damage to drainage and street areas affected by the high flow of water. This is the highest I've seen water levels in Henderson since around 1990.

Storm Damage

On Wednesday, April 26th, we had a major hailstorm in Henderson. The storm produced up to baseball size stones in some parts of Henderson, especially on the south side. The City had damage to about a dozen vehicles mostly in PD and Community Development because of where they were at the time of the storm. The hail wasn't as bad at our Public Services Warehouse location, so the trucks and equipment out there escaped with minor damage if any at all.

The adjuster from TML Insurance has been onsite this week reviewing and documenting damage. We should have an assessment soon so we can start repairs on roofs, equipment, etc. We also had a commercial roofer look at all of the roofs on our City buildings just to have another opinion as we work through potential replacement needs. More updates to come!

Water & Wastewater Happenings:

378 new meters have been changed as of 5/8/23. An additional 100 – 150 meters should be complete as of the Council meeting date of May 16th.

The water meters continue to be upgraded with the additional manpower arriving this week. Production should go up substantially with this added help. The weather continues to be a problem as they sort through the rainy days. The meter change-out crews are doing door hangers and will be knocking on doors as they come down each street to change out these meters. They are working to do most change outs during the day when people are generally away from home at work and school. This will minimize the outage concerns during the process. If you hear any complaints or concerns, please let me know and we will work to correct the issue.

The water plant recently had an update to a clarifier chamber. It is now up and operational, but Randy and his team must reset the chemical parameters to make the added chamber work with the rest of the plant. The water we receive from the Sabine River has really been churned up recently with the rain which causes the reservoir to turn over complicating the chemistry even more. The crew has done an outstanding job of rectifying the situation, but it came with long hours worked. Please let Randy know of your appreciation if you see him so he can spread the word to his team.

Routine maintenance continues at the plants as we get ready for peak season.

Elevator Bids

Just leaving this here from last week as a reminder. Bids are back in, and Stokes and Associates are tallying the numbers and will have a recommendation for a bid award for the Council to consider at the May 16th Regular Council meeting. The numbers are favorable and in range with what we expected.

Sports Facilities Companies Feasibility:

The draft feasibility and market report is complete. I need to schedule time with each of you to go over the report in detail so we can make decisions on how we want to move forward. I will be in contact with each of you to set up this time.

Comprehensive Plan:

Kimley-Horn continues to fine tune the information and format for the Comp Plan book. They are now waiting for the results of the Sports Facilities Companies assessment to insert as needed based on our review and decision on how to move forward.

Legislative Update:

We are down to the very end of the regular session for our state Legislature. There are many bills that affect how cities function, so we continue to watch closely. You can visit TML's website for updates. Here is the link: <https://www.tml.org/579/Legislative-Update>

TML does an outstanding job of representing cities at the Capitol, as well as my organization, TCMA. We have a public Policy Task Force that meets weekly during each session to hear updates and make recommendations to TML .

Please don't hesitate to contact me with any questions or concerns regarding state legislature and I will do my best to get your concerns and questions answered.

Training

We continue to do training with our leadership staff as well as customer service training for our "front of house" team members as they deal with most of the public. We are also about to start new training for our middle management group within all departments. This will help our teams stay cohesive during decision-making processes and will give those supervisors some much needed leadership training that they have never received.

Council Meeting

Just a friendly reminder of our regularly scheduled Council Meeting next week on Tuesday, May 16th at 6:00pm. Packets should be available today. See you there!

Leadership Away from Office:

All Leadership should be in the office over the next week barring something unexpected.

As always, please contact me if you have any questions about anything related to this report.

In Service, Jay Abercrombie



HENDERSON FIRE DEPARTMENT



April 5-8, each shift and the volunteers at the Henderson Fire Department took part in a forcible entry class at Central Station. Reklaw VFD loaned HFD their steel framed door training prop. Firefighters were able to have hands on training with the door from prying it open to using an entry saw to simulate cutting hinges off to gain entry.

April 11, A-shift assisted Bradshaw State Jail with their annual fire hydrant flow test of the hydrants inside their facility. This flow test is required yearly by the Texas Department of Corrections for all prison facilities in Texas. HFD takes part in both Bradshaw and MTX facilities with the flow tests.

April 14th, Firefighter Jeremy Simmons, Firefighter Chris Jones, Chief Rusty Chote and A-shift fried fish, fries and hushpuppies at the City Employee Crawfish Boil & Fish Fry at the city warehouse. This event started a few years ago and has been a positive event for the city employees. All city employees are invited to the event and it's one of the times yearly that most employees are together for some fellowship.

April 2023

Call Log

- Fire Calls: 49
- Medical Calls: 24
- Total Calls: 73
- Inspections: 61
- Hydrants: 85

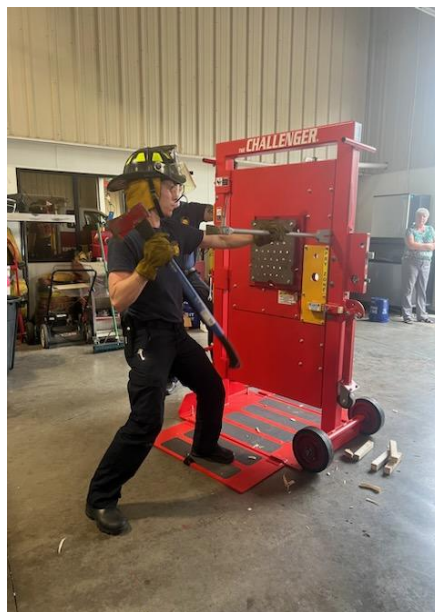
April 19th, the Northside Special Needs Class came to visit Central Station. Both the Firefighters and EMS gave the children a tour of the station and emergency units. A great time was had by all that took part in the event.

April 24-25th, Henderson Firefighters instructed a fire extinguisher class for Sadler Smokehouse employees. Firefighters instructed a hands-on class for the employees that had Sadler employees extinguishing a small fire in a burn pan. HFD and Sadlers have had several training classes in the past including this fire extinguisher class, confined space rescue class for HFD and hazmat training for both Sadlers and HFD. This partnership has assisted both Sadlers and HFD.



April 2023

In April, 2023, several HFD firefighters completed & became certified through the Texas Commission on Fire Protection. Firefighter Caleb Pike achieved his TCFP certification as a Driver/Operator. Lieutenant Chris Denison received his Fire Inspector Certification from the TCFP and Firefighter TJ Lewis received his Fire Inspector Certification and with his training and years of services, also received his TCFP Firefighter Intermediate Certification.





HENDERSON FIRE DEPARTMENT

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

Rusty Chote, Fire Chief
Sonny Ybarra, Deputy Fire Chief

MONTHLY REPORT FOR APRIL 2023

<u>TYPE OF CALL</u>	<u>CITY</u>	<u>COUNTY</u>
<i>OTHER FIRES (Industrial/other)</i>	0	0
<i>STRUCTURE FIRES</i>	3	0
<i>VEHICLE FIRES</i>	0	1
<i>GRASS FIRES</i>	0	0
<i>ELECTRICAL FIRES</i>	1	0
<i>COOKING FIRES (KITCHEN)</i>	0	0
<i>POWER LINES</i>	3	0
<i>SMOKE CHECKS</i>	0	1
<i>ACCIDENTS (JAWS)</i>	0	0
<i>MVC'S (No Extrication)</i>	6	4
<i>AIRCRAFT STAND-BY</i>	1	0
<i>FUEL SPILLS/GAS LEAKS</i>	2	0
<i>RESCUE</i>	0	0
<i>MEDICAL CALLS</i>	17	7
<i>ALARM MALFUNCTIONS</i>	3	0
<i>FALSE ALARMS</i>	6	0
<i>DISPATCHED AND CANCELED ENROUTE</i>	4	1
<i>UNAUTHORIZED BURNING</i>	2	0
<i>CONTROL BURN (COUNTY ONLY)</i>	0	1
<i>ASSIST OTHER DEPARTMENTS</i>	1	1
<i>MISCELLANEOUS CALLS/PUBLIC SERVICE</i>	5	3
TOTAL	54	19
MILEAGE	133.2	183
MANHOURS	148	47
TOTAL CALLS		73
TOTAL MILEAGE		316.2
TOTAL MANHOURS		195.00
TRAINING	Paid 77 Vol 24	Total 101
INSPECTIONS		61
FIRE PREVENTION PROGRAMS		1
PUBLIC RELATIONS EVENTS		0
HYDRANT MAINTENANCE		85
WATER USAGE		2,900



UTHealth East Texas

City of Henderson

April 2023

Emergency Calls Compliance

Compliance
94.7%

Calls
114

Late
6

Run# - 33506 – Priority 1 – Chest Pain
Total Response Time – 11 minutes 24 seconds

Delay due to crew having trouble locating the business because it sat back off the road.

Run# - 30276 – Priority 2 – Diabetic Problems
Total Response Time – 12 minutes 12 seconds

Delay due to long out of chute time.

Run# - 32257 – Priority 2 – Interfacility
Total Response Time – 24 minutes 57 seconds

Delay due to Controller error for not posting.

Run# - 35710 – Priority 2 – Pregnancy
Total Response Time – 09 minutes 15 seconds

Delay due to long out of chute time

Run# - 35941 – Priority 2 – Stroke

Total Response Time – 10 minutes 11 seconds

Delay due to long out of chute time.

Run# - 36293 – Priority 2 – Interfacility

Total Response Time – 12 minutes 14 seconds

Delay due to long out of chute time.

Memo



To: Jay Abercrombie, City Manager

From: Chad Taylor, Chief of Police

cc: Cheryl Jimerson, City Secretary

Date: May 1, 2023

Re: Henderson Police Department Monthly Report



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

The Henderson Police Department, for the month of April, have been extremely busy. We had a lot happen this month, mostly at the end of the month. We have been consistently looking for Certified Officers, we had a Cadet graduate and is now in training. We got to spend time with fellow city workers at multiple events. Lastly, the department have been dealing with the after-effects of the terrible storm we had near the end. Several businesses were damaged due to the hail, as well as the pd having multiple cars damaged, and some building damage. However, we are resilient and working towards getting everything fixed and taken care of.

April 6, 2023 – Chief at the TPCA Conference, where a lucky winner won a brand-new Skeeter boat.



April 12, 2023 – Chief Taylor and new Ofcr Bucky Goza being sworn in



April 12, 2023 – Chief and Charles Helton at the Abbington Apartments Ribbon Cutting.



April 14, 2023 – Chief along with several other members of the PD enjoying the Crawfish Boil.



April 18, 2023 – Sgt Brian Graham, Ofcr Jackson Jones, and Ofcr Tony Villalobos getting recognized for their heroic work assisting a female citizen in medical distress.



April 18, 2023- Deputy Chief and Lt. Sullivan with City Council at Fairpark meeting with citizens.



April 21, 2023 – HPD Ofcr Wright and Admin. Assist. Sara Rowe at the CAC Purse Bingo helping in a great cause.



April 27, 2023 – Ofcr Rosa Silva directing traffic at the Hwy 79/259 light after bad storm knocked out the lights.



	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug
										2022							
CALLS FOR SERVICE	856	824	945	925	813	770	819	764	802	738	671	753	878	1176	1160	1139	988
OFFICER INITIATED CFS	129	73	118	95	77	98	92	96	86	66	53	105	209	486	484	414	388
DISPATCHED CFS	727	751	827	830	736	672	727	668	716	672	618	648	669	690	676	725	600
TRAFFIC CITATIONS	118	81	156	107	113	9	90	84	71	87	59	124	90	59	53	58	71
WRITTEN WARNINGS	306	167	379	239	251	331	267	323	327	338	275	490	425	286	274	182	234
ARREST	84	64	79	75	59	58	98	62	59	42	47	62	33	23	31	35	21
ACCIDENTS	33	19	31	27	29	33	15	24	22	23	14	24	17	21	28	29	21
DWI ARREST	6	2	6	2	2	1	5	3	0	1	3	1	1	4	3	0	2
(included above)																	
INCIDENT REPORTS																	
SENT TO CID	315	315	325	339	286	264	299	264	290	265	256	258	191	226	230	181	204
ASSIGNED	290	270	299	299	269	241	240	235	216	240	228	201	191	226	230	181	204
SUSPENDED	162	159	158	91	146	156	137	117	98	143	118	105	70	75	86	98	78
CLEARED	55	64	84	166	54	90	77	55	96	63	85	95	112	95	109	56	145
BURGLARY	19	12	23	12	9	4	15	18	15	10	12	4	1	5	5	2	19
ROBBERY	0	3	0	0	0	1	0	1	1	2	1	0	1	1	4	0	0
ASSAULT	30	49	35	37	31	36	33	27	40	27	26	23	12	10	31	22	19
POCS / POM*	14	6	11	4	8	11	6	11	12	5	9	6	2	3	3	4	2
SEXUAL ASSAULT	1	2	2	0	0	0	0	5	1	1	2	1	2	1	1	0	0

* Includes marijuana, cocaine, etc.

Sept	Oct	Nov	Dec	Jan	Feb	Mar	April
1001	1037	1030	975	991	970	1092	1047
289	362	295	321	299	371	364	331
712	675	735	654	692	599	728	716
51	58	48	25	42	53	94	29
168	240	152	185	187	231	241	134
31	38	35	25	30	31	31	28
37	19	44	35	50	35	39	41
1	2	3	2	3	1	1	1
231	229	249	212	247	179	240	204
231	229	249	212	247	179	240	204
53	126	90	71	86	59	120	141
135	121	112	80	84	55	111	102
15	7	14	17	14	3	7	10
0	0	1	3	0	0	2	1
32	28	27	31	26	15	41	29
0	3	0	1	2	3	2	2
0	4	0	0	0	2	0	3

**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
--	----	---------------



City of Henderson
Animal Center
And Protection

Memo

To: Jay Abercrombie, City Manager

From: Charissa Pool, Animal Center and Animal Protection Director

cc: Cheryl Jimerson, City Secretary

Date: May 16, 2023

Re: Henderson Animal Center and Protection Monthly Report

Attached to this memo, please find the monthly activity report from Henderson Animal Center and Protection for April 2023.



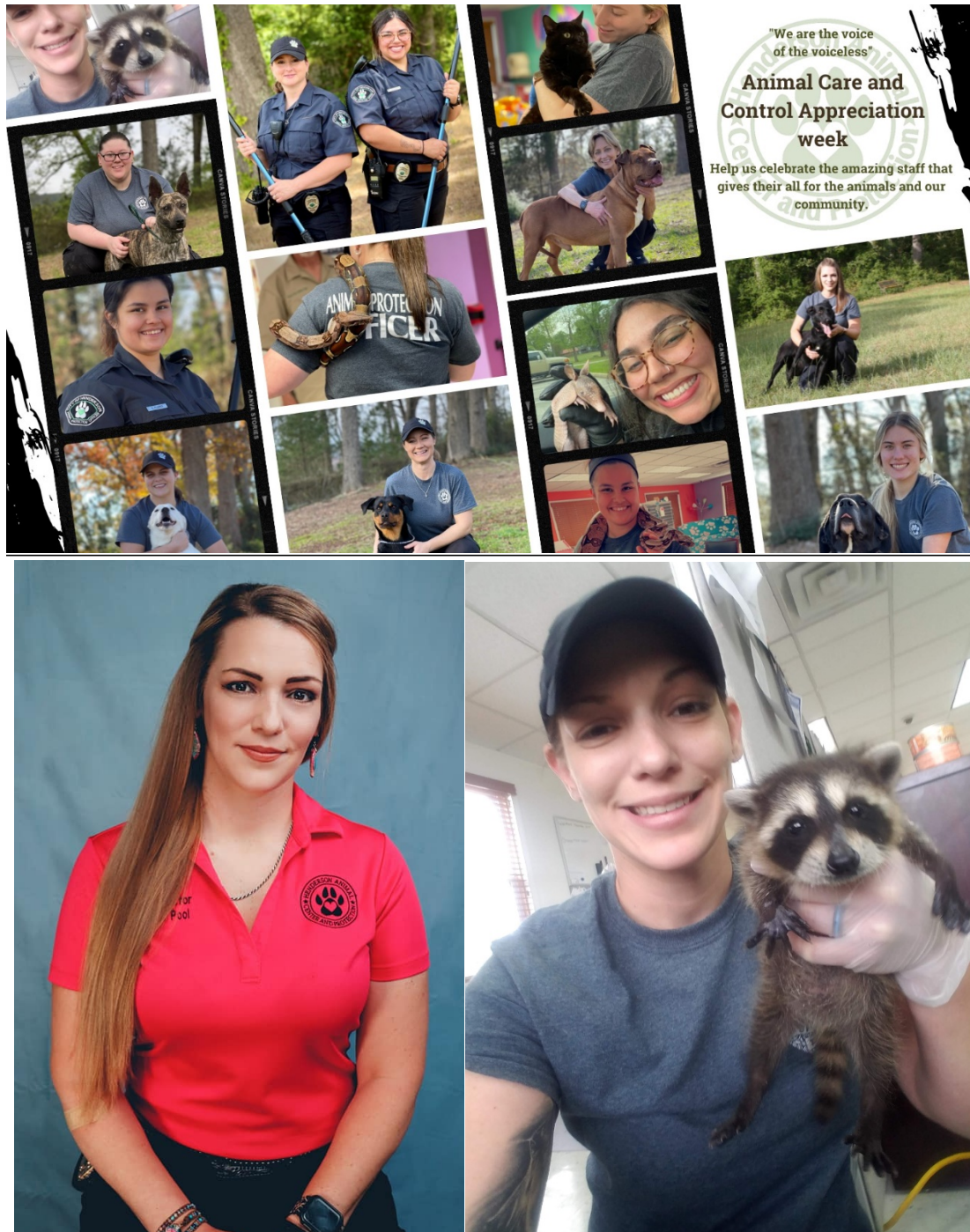
Henderson Animal Center and Protection

April 2023



NATIONAL ANIMAL CARE APPRECIATION WEEK

This week of appreciation [APRIL 9-15] is designed to give recognition to hard-working Animal Care and Control professionals who risk their lives and devote themselves fully to seeking justice for abused, neglected, injured and ill animals. Here are the staff of the Animal Center and Protection department. They shared a few statements on their passion for helping animals, what prompted them to join this field, and what they find most rewarding about working here.





Delaney Lee (has worked for the center over 3 years as a part time kennel technician): "I love helping animals get over trauma from their past. Seeing them go from shaking and scared, to happy and relaxed, makes me feel so good. Sometimes I don't think people realize we dedicate ourselves 24/7 to clean, rehab and love each individual animal."



Miranda Kohrman

Miranda Kohrman (part time kennel technician):

"Having autism, I've always felt a deeper connection with dogs than with people. I know all the animals' names! My goal is to learn all I can about helping rehabilitate hurt and scared animals."



Charity Brown (part time kennel technician):

"Since I was a little girl saving birds and squirrels, I've wanted to be a veterinarian. When I'm at work, all my focus is on finding ways to make the animals feel calm, comfortable, and loved. Outside of work, I don't think most people know I'm an artist."



Tasha Humphrey (part time kennel technician):

"Dogs and horses have always interested me. For a while, I was an amateur rodeo barrel racer. There's so much to learn about the different tempers and natures of dogs based on their breed. I really try to get to know each animal when I'm cleaning and caring for them."



Macie Bernard (part time kennel technician):

"We've seen such a drastic change in the number of dogs coming into the center. There are so many, but I work hard to be their voice. They can't tell you why they're hurting."



Deborah Rowell

Deborah Rowell (part time kennel technician):

"I brought home every stray dog as a girl. Later I became a Vet Tech, then managed a veterinarian hospital, but I wanted to go back to being more hands on. My career has been a big circle bringing me right back to kennels. I'm happy all day caring for animals!"



Elizabeth Thomas (Animal Protection Supervisor):

"I started as a Kennel Tech and now I'm a certified Animal Protection Officer. Many people still believe animals brought to us are immediately euthanized, and that breaks my heart. Our staff works with every animal to bring them out of their shell, give them love and find forever homes."



Emily Flores (Animal Protection Officer):

"Noticing the small details that have a big impact on animal cruelty cases is important to me. I want to see animals' confidence grow as they get better. I've shown Alaskan Malamutes since I was nine years old. When you bond with a dog, they will do anything for you."



Jailene Castaneda (Animal Protection Officer/Administrative Assistant)

"Learning the medical aspect of cruelty cases helps me be a voice for the voiceless. Knowing how stress impacts a dog helps you understand fear biting, or their complete withdrawal in a kennel. I love seeing animals from bad situations heal and find loving homes."

Animal care professionals from different areas in the county meet monthly to discuss events, programs, issues, and solutions for our area.



We've seen an increase of bottle babies and litters over the last month:







We continue to collect the strays around the city and educate the public on pet ownership.



Northside students collected much needed donations for the center!





Here are a few of our happy outcomes for April:





Henderson Animal Center and Protection

Monthly Report

Month of: April

Year: 2023

Inside City Limits

Number of Dogs:	5	Year to Date:	33
Number of Cats:	15	Year to Date:	65
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	20	Year to Date:	98

ACOPU

Number of Dogs:	10	Year to Date:	86
Number of Cats:	9	Year to Date:	51
Number of Others:	6	Year to Date:	28
TOTAL Number of Animals:	25	Year to Date:	165

Outside City Limits

Number of Dogs:	4	Year to Date:	50
Number of Cats:	22	Year to Date:	83
Number of Others:	1	Year to Date:	3
TOTAL Number of Animals:	27	Year to Date:	136

Rusk County Sheriff's Department

Number of Dogs:	0	Year to Date:	5
Number of Cats:	0	Year to Date:	0
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	0	Year to Date:	5

City of Overton

Number of Dogs:	0	Year to Date:	1
Number of Cats:	2	Year to Date:	2
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	2	Year to Date:	3

City of Tatum

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

City of New London

Number of Dogs:	0	Year to Date:	1
Number of Cats:	0	Year to Date:	1
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	0	Year to Date:	2

TOTAL of Animals Received

Number of Dogs:	19	Year to Date:	168
Number of Cats:	46	Year to Date:	200
Number of Others:	7	Year to Date:	31
TOTAL this Month:	72	Year to Date:	399

Animals Reclaimed

Number of Dogs:	5	Year to Date:	47
Number of Cats:	1	Year to Date:	2
Number of Others:	0	Year to Date:	3
TOTAL this Month:	6	Year to Date:	52

Animals Adopted

Number of Dogs:	15	Year to Date:	118
Number of Cats:	29	Year to Date:	189
Number of Others:	2	Year to Date:	10
TOTAL this Month:	46	Year to Date:	317

<i>Monthly Adoption Breakdown:</i>	<i>Dogs Adopted:</i>	13	<i>Dogs Rescued:</i>	2
	<i>Cats Adopted:</i>	3	<i>Cats Rescued:</i>	26
	<i>Others Adopted:</i>	0	<i>Others Rescued:</i>	2

Animals Euthanized

Number of Dogs:	0	Year to Date:	6
Number of Cats:	0	Year to Date:	2
Number of Others:	0	Year to Date:	0
TOTAL this Month:	0	Year to Date:	8

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

<u>Animals Held for Rabies Quarantine:</u>	6	Year to Date:	23
---	----------	----------------------	-----------

<u>Animals Tested for Rabies:</u>	5	Year to Date:	10
--	----------	----------------------	-----------

<u>Animal Complaints Received:</u>	468+	Year to Date:	4,200+
---	-------------	----------------------	---------------

<u>Deceased on Arrival (disposal):</u>	7	Year to Date:	28
---	----------	----------------------	-----------

<u>Died in Care:</u>	2	Year to Date:	7
-----------------------------	----------	----------------------	----------

Animal Protection Activity

Warnings Issued:	18	Year to Date:	151
-------------------------	-----------	----------------------	------------

Citations/Complaints signed:	6	Year to Date:	53
-------------------------------------	----------	----------------------	-----------

Calls for Service during hours:	46	Year to Date:	482
--	-----------	----------------------	------------

Calls for Service after hours:	2	Year to Date:	12
---------------------------------------	----------	----------------------	-----------

Seizures:	0	Year to Date:	1
------------------	----------	----------------------	----------

Wildlife Euthanasia (sick or injured):	0	Year to Date:	0
---	----------	----------------------	----------

Wildlife Release:	0	Year to Date:	6
--------------------------	----------	----------------------	----------

Traps Set:	17	Year to Date:	96
-------------------	-----------	----------------------	-----------



Community Development Department

300 West Main Street
Henderson, Tx 75652
Phone: 903-392-0786
Fax: 903-657-0015

Monthly Report

To: Mayor and City Council Members

From: Cliff McElfresh

RE: Summary for the Month of April, 2023

MONTHLY TOTALS BUILDING CONSTRUCTION VALUE:	April, 2023	\$2,992,636.00
MONTHLY TOTALS BUILDING CONSTRUCTION VALUE:	April, 2022	\$373,675.00
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE:	TO DATE 2023	\$6,451,969.00
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE:	Thru April 2022	\$2,162,425.00

BUILDING INSPECTORS REPORT

CODE ENFORCEMENT REPORT

Building Inspections	7	Food Establishment Inspections	18
Electrical Inspections	12	Food Truck/Trailer Permits	11
Plumbing Inspections	13	High Grass & Weeds	28
Mechanical Inspections	4	Junk Vehicles	4
Stop Work Orders	1	Illegal Signs	7
Other-Driveway, slab, etc.	6	Sub-Standard Structure Inspections/Notifications	7
Residential Plan Review	1	Illegal Dumping /Road debris/Illegal storage	4
Commercial Plan Review	2	Restaurant Grease Trap Inspection	14
Sign Permits Review	2	Abatements	1
Certificate of Occupancy	3	Other	28

Commercial Building Permits Issued	4
Residential Building Permits Issued	7
Residential Demo Permits Issued	2
Residential Roof Permits Issued	2
Commercial Roof Permits issued	0
Commercial Demo Permit Issued	0

Planning & Zoning: The Planning & Zoning Commission did not meet in April.

Board of Adjustments: The Board of Adjustments Met on April 11, 2023 to consider an application submitted by Humberto Garcia for a variance to the minimum lot width standards in the R1 district. The variance was approved.

Submitted by: Cliff McElfresh, Community Development Mgr.

Date: 05/08/2023

Billy Hughes, Planning and Zoning Administrator



To: Jay Abercrombie, City Manager
From: Kirk Kimbrell, Director of Public
Services

April 2023 Public Services Monthly Report



Special Projects and Updates:

- Frontier & Sparklight fiber optic internet is currently being installed throughout the city. We have a crew dedicated to locating city utilities during the install to prevent any unnecessary damages to water, sewer, and storm sewer infrastructure.
- Completed installation of Industrial Dr culvert from 36" to 66". The 36" culvert wasn't large enough and was causing major erosion issues on the edge of the roadway during heavy rains.
- New water meters are being installed throughout town by Performance Services. Approximately 400 new meters have been installed.
- Keep Henderson Beautiful won their 4th Governor's Community Achievement Award.
- Continually updating GIS mapping throughout the city.
- Assisting City of Overton with utilities distribution and sewer collection system maintenance.
- Public Services supervisors attended Express Pros customer service training.
- Public Services supervisors attended R.O.A.D. TML safety training.

Maintenance Work:

April 1st – 8th, 2023

- Street & Utility crews – Repair old HEDCO building damage caused by broken water line in the ceiling, utility locates for fiber optic installation throughout town, concrete street repairs on Dallas and Oak St., repaired hydraulic cylinder on Kubota excavator, poured concrete patch at the Police Department from electrical conduit installation, asphalt street repairs on Buford and Ashby Ln., patched potholes throughout town, cut low hanging limbs hanging in roadways.
- Parks and Recreation – Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, aerate soil in parks and cemeteries, clean installed 200' of French drain at Lake Forest Park to correct muddy area near the Plaza, installed pecan shell mulch in Civic Center flower

beds.

- Buildings and Grounds Maintenance – repaired damaged conduit at Lake Forest Park, anchored flag drop box at the VFW for Mayor, replaced broken marquee light at the Civic Center, inventory street signs in Crimcrest Addition, repaired City Hall A/C, replaced irrigation pump at City Hall, replaced broken door knob on City Hall pump room, replaced ceiling tiles and trim at the Community Center.

April 9th –15th, 2023

- Street & Utility Crews – remodel City Hall, repair old HEDCO building damage caused by broken water line in the ceiling, utility locates for fiber optic installation throughout town, leveled wash on Cindy Lou St., poured concrete storm drain inlet box on Morningside @ Cypress, leveled water leak patch on Cypress St., delivered tires from City-Wide cleanup to Discount Tire, leveled erosion behind storm drain inlet box on Evenside, patched potholes throughout town, dirt work at Public Services Warehouse yard, clean up debris on Lewis St., removed beaver dam on Jenkins Ln.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, update/convert cemetery records to GIS, cleared trees for fence install at Lakewood Cemetery, trimmed low hanging limbs at Lakewood Cemetery, repaired water leak at Fair Park, replaced dead tree Downtown, leveled holes in lawn at Yates and Fair Park, leveled Yates Park softball field, painted handrails at Lakewood Cemetery.
- Buildings and Ground Maintenance – install conduit and wire for covered parking lights at the Police Department, inventory surplus equipment at Public Services Warehouse, repaired electrical issues at Woodbox sewer lift station, repaired sticking doorknobs at City Hall, caulked inside drain pan for large air handler at City Hall, installed wiring for fire alarm at City Hall, installed surveillance cameras at the Community Center.

April 16th – 22nd, 2023

- Street & Utility Crews – remodel City Hall, repair old HEDCO building damage caused by broken water line in the ceiling, patch potholes throughout town, utility locates for fiber optic installation throughout town, picked up storm drainpipe and supplies from Longview for Morningside, asphalt repair at 1409 Dean St., cleaned up storm debris throughout town, asphalt repair on Christian St.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, graded drainage ditch at the Sports Complex, attended Cemetery Board Meeting.
- Buildings and Grounds Maintenance – met with contractor at Fair Park about fiber optic install construction, replaced damaged signal LED for school lights on Richardson Dr., ran conduit and wiring for covered parking lights at the Police Department, cut and installed street signs, serviced A/C at the Civic Center, repaired breaker at City Hall, stripped and rewaxed Community Center floors.

April 23rd – 30th, 2023

- Street & Utility Crews – Repair old HEDCO building damage caused by broken water line in the ceiling, patched potholes throughout town, utility locates for fiber optic installation throughout town, camera inspection on Slaydon storm drain, installed storm drain inlet box lid on W. Ragley St., graded around storm drain inlet box at 105 W. Lakeview, cleaned Public Services Warehouse, asphalt repair on W. Elk St., maintenance and repairs on asphalt roller, cleaned and serviced fleet trucks, cleaned storm debris out of roadways, cut low hanging limbs in roadways throughout town.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, trimmed low hanging limbs at Lakewood Cemetery, repaired water leak at Lakewood Cemetery.
- Buildings and Grounds Maintenance – repaired courtyard door at the Community Center, installed surveillance cameras at the Community Center, completed conduit and wire install for covered parking lights at the Police Department, serviced A/C at Fire Station #1, cleaned fence row at RCPA for electrical service install, set-up and takedown weekend events at the Civic

Center, installed interior lighting at RCPA cat building, test and turned on splash pads, inspected Animal Center roof for hail damage, re-hung light strands and the Alley on Main.

April 2023 WATER PRODUCTION/ WASTEWATER TREATMENT



WELLS	45.139
SURFACEWATER	28.105
COMPLAINTS	4
4 complaints due to Well #14 out of service	
FIRE HYDRANTS FLUSHED	8
GALLONS FLUSHED	0. .115



NORTHSIDE WASTEWATER TREATED	18.475 MG
SLUDGE	4 cubic yards
SOUTHSIDE WASTEWATER TREATED	60.531 MG
SLUDGE REMOVED	270 cubic yards
MONTHLY RAIN FALL	9.10 inches



378 New meters installed as of 05/09/2023

Updated every Tuesday



The pictures above are of the Clarifiers #2 at the Surface Water Treatment Plant and of the Ground Storage Tank at Willow Lake Pump Station.



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

From: Karen Arnall, Finance Director

Subject: Monthly Report

Date: May 10, 2023

- Investment Report for Mar 2023-see attached report
- Hotel-Motel Occupancy Tax for Mar 2023-see attached report

Water/Sewer/Garbage Billing Recap Month Ending 3/31/2023

Type of service	Amount Billed	Consumption Billed	Count	
Garbage	\$ 170,270.54	-	5,405	-
Sales tax on garbage	\$ 12,710.68	-		-
Sewer Charges	\$ 205,318.04	35,795,085	4,432	-
Water Charges	\$ 248,434.86	60,599,675	4,768	
Sprinkler	\$ 5,667.47	1,010,160	359	-
Penalty	\$ 11,555.47	-	923	-
Water Taps	-	-	-	-
Sewer Taps	-	-	-	-
Service Chg/Back Flow	\$ 512.25	-	4	
Total Billing	\$ 632,706.10	94,605,838	15,828	

INVESTMENT SUMMARY REPORT OCTOBER 1, 2022-MARCH 31, 2023

FUND	AMOUNT							INT		Y-T-D
	INVESTED OCT 1,2022	Oct Change	Nov Change	Dec Change	Jan Change	Feb Change	Mar Change	TOTAL INVESTED	RECEIVED IN MAR	
GENERAL FUND	1,468,776	-1,213,659.00	412,788.00	-233,006.00	912,151.00	1,419,522.00	-673,975.27	2,092,597	10,584	32,027
GF-RESTRICTED	66,498	0.00	0.00	0.00	0.00	0.00	0.00	66,498		
GF-MIN. RESERVE	1,800,000	0.00	0.00	0.00	0.00	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	210,000		
GENERAL -DEBT	265,191	20,911.00	38,572.00	46,629.00	312,276.00	172,934.00	-136,709.00	719,804	1,028	4,705
GENERAL CONSTR.	179,597	-31,117.00	-30,535.00	-19,445.00	-58,906.00	39,633.00	-22,605.00	56,622	93	767
EQUIPMENT REPL	365,316	141.00	648.00	741.00	792.00	755.00	859.00	369,252	859	3,936
STREET & DRAINAGE	293,160	-142,356.00	-12,048.00	-6,522.00	35,299.00	-83,092.00	-20,195.00	64,246	35	371
CEMETERY FUND	57,590	1,432.00	1,434.00	437.00	1,439.00	436.00	1,242.00	64,010	41	219
ANIMAL SHELTER	34,003	-306.00	409.00	14.00	955.00	-1,504.00	2,406.00	35,977	15	86
W/S FUND	353,122	-3,278.00	146,478.00	-144,561.00	342,360.00	-157,218.00	-138,576.00	398,327	2,417	12,518
W/S MIN.RESERVE	800,000	0.00	0.00	0.00	0.00	0.00	0.00	800,000		
W/S- DEBT SERVICE	21,322	9.00	10.00	11.00	11.00	37,000.00	-28,744.00	29,619		
W/S-RESTRICTED	106,592	0.00	0.00	0.00	0.00	0.00	0.00	106,592		
W/S CONSTR.	153,331	-1,893.00	65.00	2,610.00	70.00	-137,261.00	5,791.00	22,713	21	340
MAIN STREET	22,542	-686.00	-176.00	-642.00	-932.00	1,726.00	-4,279.00	17,553	8	48
TOURISM	150,243	9,557.00	13,532.00	-208.00	-5,716.85	9,235.00	5,133.00	181,775	75	410
CIVIC CENTER	82	0.00	0.00	0.00	0.00	1.00	0.00	83	1	1
INSURANCE RESERVE	11,419	4.00	5.00	4.00	4.00	4.00	5.00	11,445	4	24
2018 BOND SERIES	892,356	1,374.00	-5,363.00	-8,500.00	1,684.00	1,893.00	2,153.00	885,597	2,153	10,891
TOTALS	7,251,140	-1,359,867.00	565,819.00	-362,438.00	1,541,486.15	1,304,064.00	-1,007,494.27	7,932,709.88	17,334	66,343

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

Director of Finance, Karen Arnall

City Manager, Jay Abercrombie

**Hotel-Motel Occupancy Tax
Monthly Reporting for
March 2023**

DATE RECEIVED	TAX FOR MONTH	HOTEL NAME	TAXABLE MONTHLY RECEIPTS	7% TAX	1% RETAINER	AMOUNT PAID
4/5/2023	Mar	Baymont Inn	138,650.32	9,705.52	97.06	9,608.46
4/4/2023	Mar	Budget Inn (Sawan LLC)	24,586.89	1,721.08	17.21	1,703.87
4/18/2023	Mar	Economy Inn	5,690.06	398.30	3.98	394.32
4/6/2023	Mar	Holiday inn Express(Jayani Investments)	183,267.00	12,828.69	128.29	12,700.40
4/6/2023	Mar	Woodlawn Hills (Patel & Sons LTD)	30,750.00	2,152.50	21.53	2,130.97
4/5/2023	Mar	Motel 6	100,948.03	7,066.36	70.66	6,995.70
		Totals	483,892.30	33,872.46	338.72	33,533.72

Fund	Original	Current	March	Year To Date	Total	Percent
	Total Budget	Total Budget	Activity	Activity	Remaining	Remaining
01 - General Fund	16,156,712.00	18,015,308.57	1,063,841.62	9,878,657.40	(8,136,651.17)	45%
04 - Streets & Drainage Fund	276,500.00	747,422.50	34.89	107,926.31	(639,496.19)	86%
05 - General Construction Fund	378,583.00	514,673.00	7,802.75	143,175.13	(371,497.87)	72%
09 - Equipment Replacement Fund	146,929.00	146,929.00	858.71	3,936.14	(142,992.86)	97%
14 - Tourism Fund	390,050.00	390,050.00	34,362.25	238,256.86	(151,793.14)	39%
15 - Main Street Fund	29,673.00	29,673.00	8.29	4,545.01	(25,127.99)	85%
20 - General Debt Service Fund	615,515.00	615,515.00	16,861.63	713,743.20	98,228.20	16%
30 - Water/Sewer Fund	6,313,000.00	6,313,000.00	452,399.64	2,875,071.53	(3,437,928.47)	54%
32 - Water/Sewer Construction Fund	506,100.00	630,600.00	5,791.53	14,515.24	(616,084.76)	98%
33 - 2018 Bond Series Fund	4,000.00	859,160.27	2,152.96	10,891.56	(848,268.71)	99%
60 - Cemetery Fund	10,100.00	10,100.00	1,241.13	6,419.86	(3,680.14)	36%
63 - Animal Center Donations Fund	6,080.00	6,080.00	1,959.07	6,100.52	20.52	0%

Fund	Original	Current	March	Year To Date	Total	Percent
	Total Budget	Total Budget	Activity	Activity	Remaining	Remaining
01 - General Fund	16,143,712.00	18,002,308.57	1,665,794.56	8,767,809.01	9,234,499.56	51%
04 - Streets & Drainage Fund	276,500.00	747,422.50	20,230.61	336,840.59	410,581.91	55%
05 - General Construction Fund	295,000.00	431,090.00	26,191.16	331,199.92	99,890.08	23%
09 - Equipment Replacement Fund	82,923.00	82,923.00	-	-	82,923.00	100%
14 - Tourism Fund	325,263.00	325,263.00	29,336.60	178,279.30	146,983.70	45%
15 - Main Street Fund	29,673.00	29,673.00	4,286.62	10,152.35	19,520.65	66%
20 - General Debt Service Fund	615,515.00	615,515.00	165,542.85	255,324.10	360,190.90	59%
30 - Water/Sewer Fund	6,268,172.00	6,268,172.00	842,285.92	3,032,311.10	3,235,860.90	52%
32 - Water/Sewer Construction Fund	402,500.00	527,000.00	-	142,311.03	384,688.97	73%
33 - 2018 Bond Series Fund	4,000.00	859,160.27	-	17,650.30	841,509.97	98%
60 - Cemetery Fund	10,100.00	10,100.00	-	-	10,100.00	100%
63 - Animal Center Donations Fund	6,080.00	6,080.00	799.52	3,951.66	2,128.34	35%



Monthly Report

To: Mayor and City Council Members

From: Cheryl Jimerson, City Secretary

Date: May 16, 2023

Re: April 2023 Monthly Report

City Hall

- City Secretary
 - Took vacation from April 21 thru 28.
 - Attended City Partnership re-established with TWC placing graduates to work part time.
 - Continued working with this district's rep from the Texas State Library and Municipal Clerks in Texas on establishing electronic data as our official records to be able to dispose of paper documents.
 - Registered with the Texas Municipal Clerks Association to get my certification.
 - Received Course 1, Module 2 handbook for homework. Completed
 - Received Course 1 Module 4 handbook for homework. Completed
 - Working to become a Certified Retention Schedule Manager.
 - Joined two webinars required for the Records Management Certification.
 - Received, responded, or corresponded to open records requests.
 - April Council meeting agenda and minutes software was a success!
 - Corresponded by email with Civic Plus for Ordinance Codification through Civic Plus is nearing the completion of the codification process. Expect to see it operational sometime in April. *This is taking longer than projected but well on it's way to be completed.
 - Attended Management Meetings.
 - Attended Council Meeting.
 - Worked with City Attorney office on ordinances and resolutions.
 - Approved and/or entered requisitions and other day to day operations.
 - Answered incoming calls and/or returned calls and met with citizens about various reasons throughout the month.

- Working to bring Bradshaw State Jail in with a voluntary annexation proposal.
 - Corresponded with Joshua Whitney with the Texas Land and Mineral Department he is working on the Bradshaw voluntary annexation application (last correspondence was May 8).
 - HEDCO annexation application for the East Texas Business Park process will start as soon as the Bradshaw State Jail has been annexed.
 - First Public Hearing was at the March 21 Council Meeting for HEDCO annexing in 25 acres on Morris/Industrial Dr/CR 201. Notifications were sent to the other taxing units, it ran in the March 5th legal section of the Henderson News, posted on the website and on the public board at City Hall. April a second public hearing and the first reading of the ordinance was considered. There were no comments from the public or City Council.

Hi, Cheryl Jimerson, Discover trends in your work habits

An in-depth look at your work patterns in January



Explore your insights



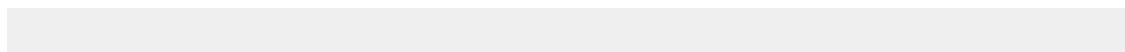
16 days without quiet hours interruptions

Days with no significant collaboration outside your working hours

12% Collaboration time

spent in meetings, emails, chats, and calls weekly

Keep up the good work!



What are your meeting habits

Out of 7 meetings you organized or attended, here are the most common types.



100% did not overlap with other meetings



100% meetings with invitations sent in advance



100% with no emails or chats



Take a deeper look

Focus

88% Time available to focus in a typical week

Network

30 Active collaborators you emailed, met, or chatted with at least a few times

- Front Desk Executive
 - Updating the calendar for the shared conference room and Council Chambers at City Hall.
 - Organized the Fun Food day menu that is scheduled on the 3rd Friday of each month.
 - Organizing City Hall records.
 - Answered and transferred calls that come in for each department.
 - Scan records for electronic storage.
 - Made sure all incoming mail was sent to the appropriate departments.

- Place postage on all out-going mail.
 - Entered purchase orders.
 - Enter timesheets.
 - Searched for records pertaining to ordinances and/or resolutions for the City Secretary.
 - Folding and stuffing second notices for water department twice a month
-



Social Media Monthly Report

Facebook Reach
(Cumulative)

1,233,282

New Followers

984

(+4.9%)

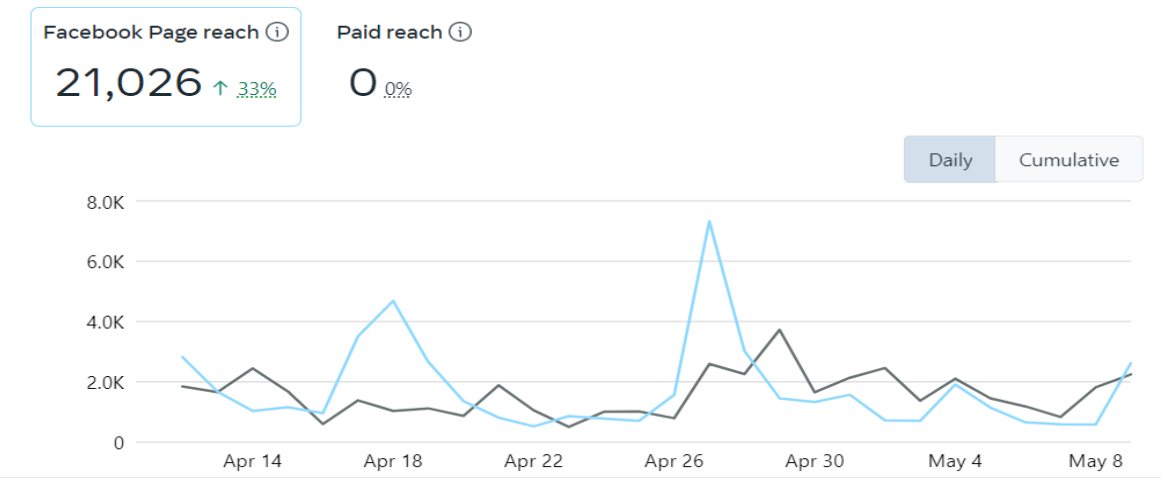
Reactions

10,510

Shares

976

Organic Page Visits



Current Followers



112 (+2%)

You Tube

180

Accounts Reached



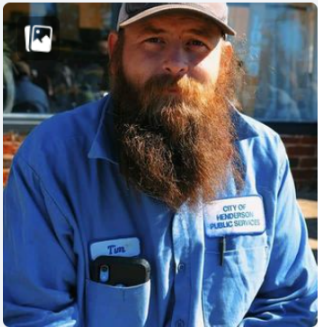
98

Views

You Tube

84

Best post in
April 2023
Snapshot



Boost post

We've decided Tim from Public Services is our official spokesmodel.
April 12, 2023 at 3:31 PM
ID: 559329053009600

Interactions

99 reactions 4 comments 1 share

Reach

3.4K

Reactions

99

Shares

1

HEDCO SALES TAX RECEIPTS HISTORY

Sales Month	Check Received Month	1992-1993	1993-1994	1994-1995	1995-1996	1996-1997	1997-1998	1998-1999	1999-2000
AUGUST	OCTOBER		38,548	36,197	37,403	43,615	43,743	45,133	43,378
SEPTEMBER	NOVEMBER		58,170	59,062	53,862	54,472	61,268	67,745	60,108
OCTOBER	DECEMBER	26,898	34,289	33,121	31,637	45,934	44,271	46,166	55,469
NOVEMBER	JANUARY	34,466	40,048	50,644	35,998	36,900	39,058	40,237	44,788
DECEMBER	FEBRUARY	66,400	65,598	63,055	57,486	67,599	72,385	79,705	65,828
JANUARY	MARCH	32,279	31,172	33,161	35,558	42,066	37,413	38,909	47,912
FEBRUARY	APRIL	30,617	34,455	33,221	45,104	40,731	40,610	45,303	46,995
MARCH	MAY	55,433	52,448	53,933	54,102	57,676	61,795	66,026	65,237
APRIL	JUNE	35,656	36,285	35,147	40,376	42,114	50,487	48,953	46,288
MAY	JULY	35,704	35,612	37,804	38,755	42,613	44,454	48,043	50,643
JUNE	AUGUST	56,455	60,479	57,700	61,328	60,099	68,203	60,864	65,906
JULY	SEPTEMBER	35,503	33,121	36,831	49,029	49,767	48,094	45,344	49,843
TOTAL		409,411	520,225	529,876	540,638	583,586	611,781	632,428	642,395
Average Monthly Sales Tax:		40,941	43,352	44,156	45,053	48,632	50,982	52,702	53,533
Annual % Change Over the Previous Year			27.07%	1.86%	2.03%	7.94%	4.83%	3.37%	1.58%

Sales Month	Check Received Month	2000-2001	2001-2002	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007	2007-2008
AUGUST	OCTOBER	49,572	58,284	48,837	56,577	54,801	82,519	85,356	87,078
SEPTEMBER	NOVEMBER	59,757	73,834	64,109	70,315	72,264	80,573	100,384	121,188
OCTOBER	DECEMBER	57,388	55,476	48,859	48,045	54,868	66,909	75,575	83,539
NOVEMBER	JANUARY	47,961	48,417	46,007	48,377	55,768	75,685	72,105	88,099
DECEMBER	FEBRUARY	73,487	81,480	64,590	76,014	81,875	102,065	111,520	141,454
JANUARY	MARCH	48,080	42,784	44,274	51,551	51,428	67,088	71,346	57,698
FEBRUARY	APRIL	46,582	46,678	44,678	50,425	62,545	77,568	77,833	84,927
MARCH	MAY	66,004	65,071	63,256	70,803	80,858	91,113	112,557	113,913
APRIL	JUNE	54,487	50,901	51,519	54,893	60,060	79,527	94,809	92,131
MAY	JULY	54,980	49,222	49,936	51,277	61,354	82,635	90,307	110,175
JUNE	AUGUST	71,779	71,920	67,805	73,543	88,459	98,619	118,741	124,099
JULY	SEPTEMBER	53,936	51,693	58,630	52,730	63,193	72,496	81,438	105,559
TOTAL		684,013	695,760	652,500	\$ 704,550	787,473	976,797	1,091,971	1,209,860
Average Monthly Sales Tax:		57,001	57,980	54,375	\$ 58,713	65,623	81,400	90,998	100,822
Annual % Change Over the Previous Year		6.48%	1.72%	-6.22%	7.98%	11.77%	24.04%	11.79%	10.80%

HEDCO SALES TAX RECEIPTS HISTORY

Sales Month	Check Received Month	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016
AUGUST	OCTOBER	111,268	76,298	87,499	\$ 84,071	92,147	114,011	116,949	121,718
SEPTEMBER	NOVEMBER	134,059	97,160	106,938	\$ 106,441	114,084	119,394	148,033	149,725
OCTOBER	DECEMBER	128,139	74,526	85,724	\$ 85,001	93,729	99,139	119,562	120,511
NOVEMBER	JANUARY	118,278	75,375	80,897	\$ 86,133	91,079	92,381	109,862	108,103
DECEMBER	FEBRUARY	146,434	96,298	120,034	\$ 120,338	121,444	133,265	147,853	145,156
JANUARY	MARCH	101,087	72,740	73,132	\$ 83,391	83,926	93,906	106,330	101,430
FEBRUARY	APRIL	101,860	72,550	72,002	\$ 90,348	94,535	96,345	113,852	112,599
MARCH	MAY	120,755	106,538	111,326	\$ 126,183	118,964	135,024	140,828	142,354
APRIL	JUNE	96,023	83,877	82,698	\$ 95,591	100,456	113,739	116,123	104,961
MAY	JULY	94,426	78,745	79,889	\$ 101,797	103,080	129,549	110,049	101,897
JUNE	AUGUST	113,557	110,237	116,504	\$ 120,043	122,602	141,380	140,858	132,394
JULY	SEPTEMBER	75,248	79,339	85,237	\$ 88,084	98,996	114,067	125,934	101,024
TOTAL		1,341,134	1,023,683	1,101,880	\$ 1,187,421	1,235,042	1,382,200	1,496,233	1,441,872
Average Monthly Sales Tax:		111,761	85,307	91,823	\$ 98,952	102,920	115,183	124,686	120,156
Annual % Change Over the Previous Year		0.11	-23.67%	7.64%	7.76%	4.01%	11.92%	8.25%	-3.63%

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	
SEPTEMBER	NOVEMBER	132,067	124,141	138,028	\$ 142,246	141,434	177,944	208,295	
OCTOBER	DECEMBER	100,965	95,324	114,866	\$ 113,405	113,333	143,064	167,491	
NOVEMBER	JANUARY	96,254	100,353	110,701	\$ 110,843	112,738	145,911	168,489	
DECEMBER	FEBRUARY	123,378	147,969	139,736	\$ 141,342	161,211	185,516	227,918	
JANUARY	MARCH	101,565	97,139	105,806	\$ 113,262	116,200	140,154	138,614	
FEBRUARY	APRIL	97,772	102,039	102,197	\$ 106,063	99,301	127,489	169,500	
MARCH	MAY	151,778	148,855	141,682	\$ 147,519	168,499	230,335		
APRIL	JUNE	99,509	128,332	111,569	\$ 130,329	143,875	157,730		
MAY	JULY	98,978	111,018	118,162	\$ 150,050	147,755	155,829		
JUNE	AUGUST	111,408	141,389	135,709	\$ 169,353	168,612	192,135		
JULY	SEPTEMBER	93,383	114,001	124,498	\$ 115,717	139,587	161,760		
TOTAL		1,315,126	1,410,006	1,455,955	\$ 1,534,918	1,632,314	1,954,621	1,244,036	-
Average Monthly Sales Tax:		109,594	117,501	121,330	\$ 127,910	136,026	162,885	177,719	#DIV/0!
Annual % Change Over the Previous Year		-0.09	7.21%	3.26%	5.42%	6.35%	19.75%	-36.35%	-100.00%

CIVIC CENTER/PAVILION MONTHLY REPORT

APRIL

2023

CIVIC CENTER

Rental

Entire Hall	4	Suarez Quincenera, Rocha Wedding, Ebenezer Church, Texas Empowered Ministries
1/3 Hall	6	Sanders Family Reunion, Vanzandy Baby Shower, Herd Church Service, Women's Forum, Hendrix Reunion, Bowman Oil
2/3 Hall	3	Oliver 80th Bday Party, TDSHS Zoonosis Program, City Catapult Health Fair,
Reception Room	7	Renaissance Club, TX Nationalish Movement, Ellis Anniv. Party, L. Moore Bday Party, Retire Smart Workshop, Texas Empowered Ministries, Suarez Quincenera
Board Room	4	Women's Forum, Body Shop Wellness (2x), Civic Center Advisory Committee
TOTAL	24	

PAVILIONS

Rental

Yates Park	4	Boys & Girls Club (2), Southside Bapt, 1st Bapt
Fair Park	12	May, Peacock, Cobb, Oliver, Cochran, Aycok, Pirtle, Rusk Co Special Ed., McCoy, McMurray, 1st Bapt, Dixon, Resurrection Run, Henderson, Magourik, Skelton, Baring, Goss, Eastland, Gilliam, Davis, Cummings, Castro, Pyers, Hend
Lake Forest-Lion	13	Middle School, Resurrection Run, West Rusk Kind, 1st Meth, Smith, Struggs,
Lake Forest-Mann	8	Gerhardt, Elizando, Hend Middle School
Lake Forest-Azalea	4	Resurrection Run, West Rusk Kind, Campos, Hend Middle School
Lake Forest-Gazebo		
TOTAL	41	

(\$20. for a 2 hr. time slot) (*Total reflects all rental fees received in the month reported)

APRIL 2023

TEXAS TRAVEL & ADVENTURE SHOW

This month I started off in Dallas at the Texas Travel & Adventure Show where I worked the North East Texas Tourism booth promoting Henderson and the attractions in our area. Over the weekend, more than 200 attendees signed up to receive more information about Henderson's events and activities.

TEXAS DOWNTOWN ASSOCIATION REGIONAL ROUNDTABLE

Stephanie and I attended our first Texas Downtown Association Regional Roundtable this month. Aside from networking with other towns, we learned about revitalization efforts, grants, and events taking place in downtown Cleburn and downtown Granbury. Below are photos taken during the walking tour in downtown Cleburn.



This building will soon have retail spaces on the first floor and 11 apartments between the second and third floors.

Breck + Co. and Mug on the Street have both been recipients of Cleburn's Revitalization Grant, which funded both interior and exterior improvements.



MAIN STREET GRANT OPPORTUNITIES

T-Mobile, Walmart, and the Texas Downtown Association all have upcoming grants that Henderson Main street would be eligible to apply for. Leon Harris and I met to discuss what projects we would like to prioritize and submit as grant proposals.

MONTHLY OVERVIEW

April 1st - Texas Travel & Adventure Show

April 3rd - CivicRec Informational Call

April 5th - Constant Contact Kickoff Call

April 6th - Texas Main Street Accreditation & Reporting Webinar

April 8th - A Day on Main in Downtown Henderson

April 12th - Downtown TX Photos Taken by FALCO Media

April 24th - Texas Main Street Reporting Q&A Webinar

- Texas Main Street Quarter 2 Reporting Submitted

April 25th - Freedom Festival Prep: Asked for in-kind donations from restaurants

April 26th - Preservation Trust: Planning, Preservation & Change Webinar

April 27th - Main Street Grant Funding Meeting with Leon Harris

- CivicRec Demo Meeting

April 28th - Texas Downtown Regional Roundtable in Cleburn, TX

During the month of April, the Preservation Committee, Main Street Committees, and Main Street Advisory Board did not meet.

April 11, 2023

The Board of Adjustments met on the above date at 9:05 a.m. Members present were Alton Pryor, Cecilia Koch, Freddie Polk, Kenneth Orr, Micah Johnson, and Allen Stanley. The member who was not available was Yuli Elizondo.

Marlen Villanueva acted as secretary to the board.

Chairman Kenneth Orr called the meeting to order at 9:10 a.m.

Agenda 2

Citizens Comments: there were no citizens comments.

Vice Chairman Alton Pryor asked for a motion regarding the minutes from the meeting held on March 14, 2023. Kenneth Orr made a motion to approve the minutes. The motion was duly seconded by Freddie Polk and with unanimous vote from the Board, the minutes were approved.

Agenda 4

Vice Chairman Alton Pryor opened a public hearing to consider an application for variance submitted by Humberto Garcia. Mr. Garcia is requesting a variance to the minimum lot width standards in the Low-Density Single Family Residential (R1) zoned district found in Article 2 Section 2.08 of the City of Henderson's Zoning Ordinances. Property is described 106 and 108 Alabama St.

Vice Chairman Alton Pryor turned the meeting over to Billy Hughes, Mr. Garcia owns 2 lots and has plans to build 2 Spec houses on these 2 lots pending approval for the Board. One lot is 90 feet wide, and the second lot is 89 feet wide per the current survey. The front lot standards for the R1 zoned district state that the minimum lot width for the front of the property is 100 feet, Mr. Garcia is seeking a 10-foot variance on Lot 8 and an 11' variance on lot 9 to this standard.

Vice Chairman Alton Pryor declared this public hearing closed and asked for a motion.

Kenneth Orr made a motion to approve; duly seconded by Allen Stanley; vote was unanimous.

The meeting was adjourned at 9:15 a.m.

Chairman

The Planning and Zoning Board met on the above date at 9:55 a.m. Members present: Chairman Johnny Walker, Chad Boatwright, Gary Wilson, William Garmon and Scott Drodgy.

Marlen Villanueva functioned as secretary to both the boards.

Chairman Walker opened the meeting with a prayer.

Chairman Walker called the meeting to order at 9:00 a.m.

Agenda 3

No citizens comment.

Chairman Walker asked for a motion regarding the minutes from the meeting held on March 14, 2023. William Garmon made a motion to approve the minutes. The motion was duly seconded by Gary Wilson and with a unanimous vote of the Board, the minutes were approved.

Agenda 4

Chairman Johnny Walker opened a public hearing to consider an application to amend The Zoning Map for the City of Henderson, property located at 1112 Longview Drive.

Dana Maddox was not able to make the meeting but with a written form, Cecilia Koch will be representing her as her agent.

Dana Maddox applied to change the zoning designation on a property for the current zoning of Institutional to Low Density Multi-Family Residential (MI).

In February of 2022, the zoning was changed on this property to Institutional (IS) when it was leased to a faith-based woman's outreach organization. The lease was terminated approximately 6 months ago and has been empty since. Ms. Maddox now has the property under contract to sell and the buyer wants to convert the building on the property into a duplex.

Chairman Walker asked if there were any questions or comments from the Board or citizens. There were none.

Chad Boatwright made a motion to approve; duly second by Gary Wilson. The vote was unanimous.

The meeting was adjourned at 9:06 A.M.

Chairman Johnny Walker

April 19, 2023

The Henderson Cemetery Board met on the above date at 10:00 a.m. with Chairman John Dulin presiding. Members present included John Dulin, Scott Crawford, Lisa Wallace, William Garmon, and Elidia Ramirez.

Public Service/Public Utility Administrative Assistant, Laura Farquhar served as the Board Secretary.

Motion was made by member Lisa Wallace and seconded by Scott Crawford with a unanimous vote to approve the minutes from the January 11, 2023, meeting.

Graham Hall- looks good.

Flanagan- John Dulin said he is still working on getting a historical marker. May 15 is the deadline for this year. John said he will speak with Joan Smith.

Lakewood- Mrs. Tammy Stoddard attended the cemetery meeting. Mrs. Stoddard let the board know that someone went out to Lakewood and engraved a date of death on her Mother's headstone. Her Mom is still alive. Whoever engraved the date of death on the headstone did not contact the City to get approval and to make sure the correct headstone was engraved. Mrs. Stoddard brought in a quote for a new headstone. The entire marker will have to be replaced. The amount of the new marker is \$1,472.20. It is a quote for the exact marker that is already at Lakewood. Scott Crawford made the motion to approve a new headstone, Lisa Wallace seconded the motion. Scott Crawford brought up that maybe we should add something about graffiti & engraving policies into the rules at Lakewood.

Old City- Laura Farquhar found a letter from November 8, 2012, stating that burials at Old City Cemetery are not allowed anymore. The only way a burial can take place at Old City is if the family lot can be proved to be vacant. The same burial fees apply at Old City as they do at Lakewood. The City is supposed to be notified of any burials that take place in any cemetery in the City.

Lisa Wallace made the motion to adjourn the meeting. Scott Crawford seconded the motion. Meeting adjourned at 10:52 a.m.

Next meeting will be August 16, 2023, at 10:00 a.m.

Chairman John Dulin