



THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, WILL MEET ON TUESDAY, THE 25th DAY OF JULY 2023, AT 6:00 P.M. FOR A REGULAR RESCHEDULED 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 of possible action upon the minutes of June 20th Regular Council Meeting and the July 6th Special Meeting and Budget Workshop. (Jimerson)
2. Consideration and possible action upon HEDCO financials from the month of May, 2023 (Clary)

COUNCIL BUSINESS – REGULAR SESSION

3. Consideration and possible action upon Resolution 2023-07-02 making emergency repairs to the Central Fire Department Roof. (Chote/Holland)
4. Consideration and possible action upon Resolution 2023-07-03 making emergency repairs to the Central Fire Department ceiling and attic. (Chote/Holland))
5. Consideration and possible action upon a Volunteer Paid Time Off (VTO) Policy. (Abercrombie/Faulkner)
6. Consideration and possible action scheduling Regular Council Meetings for August 8, August 22, September 5 and September 12, 2023. (Jimerson)
7. Consideration and possible action upon entering into a Joint Agreement with Rusk County Elections Department to run the Municipal Election November 7, 2023. (Jimerson)
8. Consideration and possible action upon Resolution 2023-07-01 Intent to establish the City of Henderson Property Assessed Clean Energy (PACE) Program and setting a public hearing date on August 22nd at 6:00 p.m.. (Jimerson)
9. Consideration and possible action upon Re-plat #2 of the HEDCO-FRISCO STREET Subdivision. (Hughes/McElfresh)
10. Consideration and possible action upon the second reading of Ordinance 2023-06-06 regarding the abandonment of a portion of an undeveloped alley in the 1000 block of Peach Street. (Hughes/McElfresh)
11. Consideration and possible action upon a minor plat for property located at the 1000 Blk of Peach Street.(Hughes/McElfresh)

12. Consideration and possible action to approve HEDCO Type A and Type B Budget Amendments 2023-2024.

DEPARTMENTAL REPORTS:

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

- A. City Manager
- B. Fire Department
- C. Police Department
- D. Animal Center
- E. Community Development
- F. Public Services/Parks and Recreation Department
- G. Public Utilities
- H. Finance Department
- I. City Secretary
- J. Communications and Marketing
- K. HEDCO

Sales Tax Revenue May, 2023

- L. Director of Operations

Civic Center

Main Street/Tourism

Municipal Court

BOARDS AND COMMISSIONS

Board of Adjustments Minutes of the June 13, 2023 meeting.

Planning and Zoning Minutes. There was no meeting in June.

Cemetery Board Meeting Minutes. There was no meeting in June.

Main Street Meeting Minutes- None at this time.

Preservation Minutes - None at this time.

ADJOURNMENT

14. 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, Henderson, Texas, on this 20th day of July 2023.

MINUTES OF THE
HENDERSON CITY COUNCIL
REGULAR SCHEDULED MEETING

June 20, 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 6 p.m.

Council members present were Wes Breitenberg, Reggie Weatherton, Henry Pace, Melissa Morton, and Gina Juarez.

Staff members present were City Manager Jay Abercrombie, City Secretary Cheryl Jimerson, City Attorney Joe Shumate, Chief of Police Chad Taylor, Deputy Fire Chief Sonny Ybarra, Director of Operations Davis Brown, Director of Public Services Kirk Kimbrell, Director of Utilities Randy Boyd, Finance Director Karen Arnall, Community Development Manager Cliff McElfresh, Zoning Coordinator Billy Hughes, Civic Center Manager Stephanie Kimbrell, Communications and Marketing Coordinator Phedra Johnson, and HEDCO Director John Clary.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Community Development Manager Cliff McElfresh gave the invocation, Council Member Henry Pace led the Pledges.

CITIZENS COMMENTS

None

PRESENTATIONS/ANNOUNCEMENTS

Deputy Fire Chief Sonny Ybarra gave a brief summary on the training of Henderson Fire Department firefighters (HFD) teaming up with, Saddlers and (ERS) Emergency Response Center. Twelve Firefighters had hazmat and rescue training that are now certified. They also participated with Longivew in a four-hour drill, competing in different skill set competitions.

CONSENT AGENDA

Council Member Melissa Morton asked them to pull item 4 into the regular session; the Mayor Fullen made note of this moving item 4 to the regular business section.

1. Consideration and possible action upon the minutes of the May 16 Regular Council Meeting. (Jimerson)
2. Consideration and possible action upon HEDCO financials from the month of April, 2023. (Clary)
3. Consideration and possible action on approval of street closures W. Fordall to HWY 64, Sand St. to W. Fordall and Lake Forest Parkway for the Freedom Festival on July 4, 2023, from 5 p.m. until 11:30 p.m. (Taylor/Chote)
4. Consideration and possible action upon the engagement letter to contract for auditing services with Gollob, Morgan, Peddy, CPA for the fiscal year ending September 30, 2023. (Arnall)

Council Member Henry Pace made a motion to approve the balance of the consent agenda, duly seconded by Council Member Wes Breitenberg. The vote was unanimous.

COUNCIL BUSINESS – REGULAR SESSION

4. Council Member Reggie Weatherton made a motion to approve item 4, duly seconded by Council Member Henry Pace. The vote was four for, with Council Member Melissa Morton abstaining.
5. Consideration and possible action on accepting 2022 Master Street Improvements Program Contract 010-2124 as complete, authorizing final payment to the contractor, and setting a warranty date. (Brown)

Director of Operations Davis Brown recommended the Council accepting the 2022 Master Street Improvements Program Contract 010-2124 as complete, accepting Change Order #1, authorizing final payment to the contractor, and setting a one year warranty date, effective June 20, 2023.

Council Member Melissa Morton made a motion to approve the contract as complete, accepting change order #1, authorizing final payment and setting a one year warranty date effective June 20, 2023, duly seconded by Council Member Gina Juarez. The vote was unanimous.

Mayor Fullen asked how many streets did that include? Davis stated 11. Mayor, is there anything in the planning stages for the next street contract? Davis stated there is an evaluation that will take place and then he will be asking for more funds to continue with the re-construction of streets. There are approximately another 5 million needed to have all the streets in Henderson re-constructed, other than a few concrete streets.

Council Member Melissa Morton asked if he had an idea how many streets were left to be re-constructed. Davis said he thought about 60.

Council Member Reggie Weatherton asked how old the infrastructure is on Bell Street. Randy could give you a more accurate date. The infrastructure will be evaluated before the street is replaced.

6. Consideration and possible action upon a deed of donation from the City of Henderson to HEDCO for a 0.45 ROW located on Frisco Street. (Abercrombie/Jimerson)

John explained the sliver of property .45 acres is a right of way the City owns for a proposed street relocation that was not or never will be relocated.

Council Member Henry Pace made a motion to approve the donation of said ROW to HEDCO. Duly seconded by Council Member Reggie Weatherton. The vote was unanimous.

7. Consideration and action upon the second reading of Ordinance 2023-04-05 renaming Pope Street to Bob Allen Way. (Hughes/McElfresh)

Zoning Coordinator Billy Hughes reiterated the renaming of a portion of Pope Street as Bob Allen Way, recommending the Council approve this second reading of the ordinance.

Council Member RW made a motion to approve the second reading of ordinance 2023-04-05, duly seconded by Council Member Melissa Morton. The vote was unanimous.

8. Consideration and possible action upon Resolution 2023-06-01 establishing the City of Henderson Property Assessed Clean Energy (PACE) Program. (Jimerson/Abercrombie)

Mayor Fullen stated this item needs to be struck from this agenda.

9. Consideration and possible action upon a revision of Resolution No. 2023-03-02 Addendum authorizing and approving the filing of the Certificate of Formation for Henderson Economic Development Corporation as a Type B economic development corporation and all the documents related thereto. (Clary)

HEDCO Director John Clary explained the Secretary of State asked that we revise the HEDCO Certificate of Formation to include a statement that the corporation is being formed by a conversion. Therefore, an addendum needed to be added to this resolution.

Council member Wes Breitenberg made a motion to approve the Resolution Addendum, duly seconded by Council Member Gina Juarez. The vote was unanimous.

10. Consideration and possible action upon a recommendation of appointments to the Main Street Board and the Henderson Landmark Preservation Committee. (S. Kimbrell)

Civic Center Manager Stephanie Kimbrell stated Resolution # 2023-05-02 (approved at the May 16th meeting) declares the same 7 members serve a dual role on both the Committee and Board, but shall act independently. Stephanie made a recommendation for Council approval to the members as listed:

Leon Harris - term expires 6/1/27 and fourth June 1st thereafter

Gearheart, Downtown Business & Property Owner - term expires 6/1/27 and fourth June 1st thereafter

Bonnie Geddie, Chamber of Commerce representation - term expires 6/1/27 and fourth June 1st thereafter

Brant Bane, Downtown Property Owner - term expires 6/1/26 and fourth June 1st thereafter

Kelly Bumgardner, Downtown Business & Property Owner - term expires 6/1/26 and fourth June 1st thereafter

Michael Loosier, Downtown Business & Property Owner - term expires 6/1/26 and fourth June 1st thereafter

Misty Evans, Downtown Business Owner - term expires 6/1/26 and fourth June 1st thereafter

Council Member Melissa Morton made a motion to approve the members and terms as listed, duly seconded by Council Member Wes Breitenberg. The vote was unanimous.

11. Consideration on an ordinance to abandon a portion of an undeveloped alley on Peach Street.

Zoning Coordinator Billy Hughes asked Council to consider the first reading of ordinance 2023-06-06 abandoning part of an alley that lies between Lots 5& 6 in Block 12/186 and Lots 11 & 12 Block 12/186 in the Miszner Addition of the City of Henderson, Rusk County, Texas. The proposed portion of this alley is not beneficial to the City of Henderson nor are there any future plans to revitalize this portion of this alley or utilize it for any infrastructure.

Council had no questions or comments on the first reading of Ordinance 2023-06-06.

12. Consideration and possible action upon scheduling a Budget Workshop and Special Meeting for July 7, 2023 at 3:00 p.m. (Abercrombie)

The budget calendar dates had the budget workshop scheduled for 3 p.m. before this Regular Council Meeting. Staff needed to push the workshop out a bit to make sure there was adequate time to bring a balanced budget to the Council for consideration. He asked the Council to consider scheduling a Budget Workshop for July 6 at 3:p.m.

Council Member Reggie Weatherton made a motion scheduling a budget hearing on July 6th at 3:00 p.m., duly seconded by Council Member Gina Juarez. The vote was unanimous.

DEPARTMENTAL REPORTS:

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

Council had no questions or comments on the monthly reports.

A. City Manager

B. Fire Department

C. Police Department

D. Animal Center

E. Community Development

F. Public Services/Parks and Recreation Department

G. Public Utilities

H. Finance Department

I. City Secretary

J. Communications and Marketing

K. HEDCO

L. Director of Operations Departmental Reports below.

Civic Center

Main Street/Tourism

Municipal Court

BOARDS AND COMMISSIONS

Council had no questions or comments on the Board meeting minutes.

Board of Adjustments Minutes of May 6, 2023 meeting.

Planning and Zoning did not meet in May.

Cemetery Board next meeting is scheduled for August 16, 2023.

Main Street Meeting Minutes from May 23, 2023.

Preservation Board did not meet in May.

EXECUTIVE SESSION

Mayor Fullen stated there were no updates to the items in the executive session and struck them from the agenda.

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

REGULAR SESSION

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

ADJOURNMENT

16. Adjourn

Council Member Melissa Morton made a motion to adjourn at 6:27 p.m., duly seconded by Council Member Gina Juarez. The vote was unanimous.

ATTEST:

APPROVED:

Cheryl Jimerson, City Secretary

John Fullen, Mayor

MINUTES OF THE
HENDERSON CITY COUNCIL
REGULAR SCHEDULED MEETING

July 6, 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 Protem Henry Pace called the meeting to order at 3 p.m.

Council members present were Wes Breitenberg, Reggie Weatherton, Henry Pace, Melissa Morton, and Gina Juarez. Mayor Fullen was unable to attend.

Staff members present were City Manager Jay Abercrombie, City Secretary Cheryl Jimerson, Chief of Police Chad Taylor, Fire Chief Rusty Chote, Director of Operations Davis Brown, Director of Public Services Kirk Kimbrell, Director of Utilities Randy Boyd, Finance Director Karen Arnall, Animal Center Director Charissa Pool, and Civic Center Manager Stephanie Kimbrell.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Council Member Reggie Weatherton gave the invocation, Council Member Wes Breitenberg led the Pledges.

COUNCIL BUSINESS- REGULAR SESSION

1. Consideration and possible action upon moving the July 18th Regular Council Meeting to July 25th at 6 p.m. (Jimerson)

Council Member Gina Juarez made a motion to approve moving the regular scheduled meeting to July 25th, duly seconded by Council Member Meliasa Morton. The vote was unanimous.

2. Consideration and possible action closing Council Meeting. (Mayor)

Council Member Reggie Weatherton made a motion to close the Special Meeting at 3:05 p.m., duly seconded by Council Member Wes Breitenberg. The vote was unanimous.

COUNCIL BUSINESS – BUDGET WORKSHOP

3. Open a budget workshop. (Mayor)

Mayor Protem Henry Pace opened the budget workshop at 3:05 p.m. turning the floor over to City Manager Jay Abercrombie.

A. 2023-2024 PROPOSED BUDGET

City Manager Jay Abercrombie started by explaining that the proposed budget in front of the Council was a balanced budget:

We will start with the revenue.

- has a proposed 3.5% Cost of Living raise for all employees across the board.
- Projected revenues have a 10.5 % increase added to the sales tax. This has been the trend for a few years and he has no reason to believe this coming year will be any different.
- The mixed drink tax is projected to increase, and more restaurants are pulling their licenses to serve the customers.
- The hotel/ motel tax is up, all the hotels are full with contractors due to the weather. West Fraser's project commencing will keep them full this coming year.
- Property tax is projected to bring in more revenue. Jay stated " there is not a tax increase", property values are up so there will be an increase in revenue. Therefore, the correct verbiage is tax increase.
- Interest rates are up, as is the increase in the interest income line.

That is the line items that have an increase. All other line items are pretty much the same as last year.

Now the Expenses

- The appraisal district fees increased.
- The audit went up.
- The Municipal Court Department had become over staffed due to the ticket writer software. The Police officers use ticket writers that upload each night onto the court software. One court clerk moved into the Public Services Admin Assistant position, the previous admin assistant was promoted into the Accounts Payable position. The previous accounts payable employee left the city.
- The Fire Department had a huge amount of repairs made to the ladder truck. It is a 2007 model and needs to be replaced. Over this next year there will be inquiries about how the city can fund a new one possible during the next budget year.
- The Public Services Department needs approximately \$500,000 more for streets. Hilltop Securities will meet with Jay and Karen to discuss options for the funding.

Mayor Protem Henry Pace wanted to thank the entire city for the Freedom Festival. He had heard nothing but good things and the park looked great!

4. Close a budget workshop. (Mayor)

Council Member Reggie Weatherton made a motion to close the budget workshop, duly seconded by Council Member Melissa Morton. The vote was unanimous.

ADJOURNMENT

5. Adjourn

Council Member Gina Juarez made a motion to adjourn at 5:03 p.m., duly seconded by Council Member Wes Breitenberg. 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 May, 2023 (Clary)

MEETING DATE: July 25, 2023

DEPARTMENT: HEDCO

CONTACT:

RECOMMENDED CITY COUNCIL ACTION:
ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. HEDCO FINANCIALS 2022-2023 (Updated Thru 2023-05-31)

HEDCO - APPROVED BUDGET 2022-2023

	A	B	C	D	E	F	G	H	I	J	K
1	Last Edit Date:	June 9, 2023	TYPE A - EDC								
2	Budget approved:	HEDCO - 8/11//2022	05/31/2023 Checking Acct. # 4911857 Balance \$ 1,183,328.16								
3	Budget approved:	City Council 8/23/2022	05/31/2023 Money Market Acct. # 4011759 Balance \$ 4,146,298.01								
4			05/31/2023 Type B Checking Acct. # 4271963 Balance \$ 1,990,245.96								
5			Total Account Balances \$ 7,319,872.13								
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	5/31/2023	5/31/2023	Budget	Notes	
9				12	12			8	67%	Percent of year completed	
10	REVENUE										
11	3010		Sales Tax Revenues Type A	1,450,000.00	1,450,000.00	1,750,000.00			0%		
12	3025		Interest Income - Banks	40,000.00	40,000.00	25,000.00	20,579.69	117,605.89	470%	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	1,600.00	12,800.00	67%	Mo.Lease - Industrial Dr. (CR 203) was Texas Bit/Oldcastle - Complete 9/2023 (to receive \$1600.00 per month 2/2022 thru 9/2023) Lease Agreement ENDS JUNE, 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	22,179.69	369,115.62	21%		
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	5/31/2023	5/31/2023	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	8,290.00	69%	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	3,792.50	26,567.07	89%	Legal fees
35	6504		Office Expenses	1,500.00	1,500.00		1,500.00	255.11	2,093.65	140%	Office supplies, copy paper, printer cartridges, computers, printer, furniture, bookshelves, storage, etc.
36	6505		Postage & Shipping	100.00	100.00		100.00		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	400.00	67%	Office Phone, Cell for Adm. Asst.
39	6508		Utilities - HEDCO Offices								Potential utilities in new building.
40	6509		Professional Services - Consulting Fees, Engineering, Design, Architectural (Part of Capital Expenses)	143,192.50	143,192.50		225,000.00	14,740.00	162,658.11	72%	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	19,212.61	201,805.56	107%	
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	5/31/2023	5/31/2023	Budget	Notes
43	Personnel Expenses										
44	7001		Contract Labor - Executive Director (with City)	144,420.00	144,420.00		161,539.00	10,776.62	106,223.22	66%	Salary, Insurance, Retirement, Cell Phone, Car Allowance, W/H invoiced by City of Henderson,
45	7002		Insurance Life - Adm. Asst.	1,200.00	1,200.00		1,200.00				Life Insurance - Office Manager Karen Smith
46	7003		Insurance Health - Adm. Asst.	4,775.00	4,775.00		5,044.00	415.79	3,344.56	66%	Medical Insurance - Office Manager Karen Smith
47	7004		Insurance Worker's Comp - Adm. Asst.	396.00	396.00		396.00		381.52	96%	Hartford Ins. - Office Manager Karen Smith
48	7007		Retirement -Adm. Asst.	3,300.00	3,300.00		4,000.00	960.65	2,854.08	71%	Kansas City Life - Office Manager Karen Smith
49	7008		Salary - Adm. Asst.	44,950.00	44,950.00		49,850.00	4,410.48	33,336.91	67%	Salary - Office Manager Karen Smith
50	7009		Payroll Taxes - Adm Asst.	4,200.00	4,200.00		4,950.00	406.31	3,054.36	62%	Payroll Taxes - Office Manager Karen Smith
51	7010		Contract Labor - Dir. of Marketing/Business Dev.	108,280.00	108,280.00		108,280.00	5,980.73	44,534.88	41%	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	2,187.30		Health Insurance - Director of Marketing
53	7020		Contract Labor - Administrative Assistant								
54			Subtotal - Personnel Expenses	311,521.00	311,521.00		335,259.00	23,388.04	195,916.83	58%	
55											
56	Program Expenses										
57	7201		Website Annual License Fees	3,200.00	3,200.00		9,400.00		3,074.00	33%	Annual License Fee to ED Suite. Invoiced Nov 31 annually.
58	7202		Website Development, Maintenance, Upgrades, etc.	24,188.00	24,188.00		12,094.00		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
59	7203		Advertising and Marketing	55,100.00	55,100.00		70,100.00	2,300.00	28,081.36	40%	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
60	7204		Meetings and Entertainment	14,500.00	14,500.00		14,500.00	175.78	3,616.14	25%	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	5/31/2023	5/31/2023	Budget	Notes
61	7205		Dues, Memberships & Subscriptions	17,285.00	17,285.00		17,250.00	1,133.00	5,586.04	32%	Chamber of Commerce, TEDC, Rotary, Team Texas, ICSC, NETEDR, Adobe AcrobatDC (2), Place Marketing, also Computer Programs & Subscriptions
62	7206		Training & Travel - Non-Marketing Conferences, Webinars, Seminars and Training (Including Travel), Admin. Asst. Mileage, Misc Consulting Fees	27,000.00	27,000.00		25,000.00	(781.65)	6,613.34	26%	TEDC Conferences, Training Workshops, Webinars, PFIA Training, Software Technical Assistance, Rusk County Days Austin Trip, Admin Assistant Mileage.
63	7207		Non Engineering Studies	4,250.00	4,250.00		2,000.00				ETCOG Broadband Study Match
64	7208		Special Projects								
65	7209		BREP Matching Grant Program (Type B Program) (Placeholder)	-							Business Retention - Matching grants for current or new businesses in current industrial parks.
66			Subtotal - Program Expenses	145,523.00	145,523.00		150,344.00	2,827.13	60,065.88	40%	
67											
68			Repairs and Maintenance (Non-Capital Expenses)								
69	7302		Property Maintenance - Frisco Street Parcel (29 acres)	4,000.00	4,000.00		4,000.00		6,365.00	159%	Maintenance (Mowing, Clearing, Trimming, water detention, etc)
70	7303		Property Maintenance - Taylor Street/Greenbelt	1,000.00	1,000.00		600.00		150.00	25%	Greenbelt Maintenance
71	7304		Property Maintenance - Old Industrial Park								
72	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
73	7306		Monument and Wayfinding Sign - Industrial Park								Sign at CR 203 & Loop 571 (TXDOT Won't Allow)
74	7307		Railroad Preventative Maintenance (Ties)								To facilitate NETRMA Grant for RR ties. \$240,000 reimbursement (Completed)
75	7308		Remodel CAC Bldg & Furnishings								Remodel cost, conference table & chairs, wiring, furnishings
76			Subtotal - Repairs and Maintenance (Non-Capital)	25,000.00	25,000.00		24,600.00	-	7,565.00	31%	
77											
78			TOTAL EXPENSES	1,273,936.50	1,273,936.50		1,280,903.00	45,427.78	465,353.27	36%	
79											

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	5/31/2023	5/31/2023	Budget	Notes
80	CAPITAL OUTLAY										
81	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.
82	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	189,567.37	1,623,020.23	43%	John Wright Construction, Few Land & Timber & Other Contractors \$4,900 moved to 7203 (Advertising)
83	7503		Grant Match for TCF Grant - Morris Street								TCF Program was Shelved by TX Ag Commission
84	7504		Speculative Building - Design and Construction								Engineer, design and construct a 20,000 sq ft building. On HOLD
85		Total Capital Outlay		2,900,000.00	2,900,000.00		4,200,000.00	189,567.37	1,623,020.23	39%	
86											
87	TOTAL EXPENDITURES (Expenses + Capital Outlay)			4,173,936.50	4,173,936.50		5,480,903.00	234,995.15	2,088,373.50	38%	
88											
89	Totals										
90		Total Revenues		1,630,769.07	1,630,769.07		1,794,200.00	22,179.69	369,115.62	21%	
91		(Less) Total Expenditures		4,173,936.50	4,173,936.50		5,480,903.00	234,995.15	2,088,373.50	38%	
92	Net Increase/Decrease In Unrestricted Net Assets			(2,543,167.43)	(2,543,167.43)		(3,686,703.00)	(212,815.46)	(1,719,257.88)	47%	
93		Receivable for Loan - Rusk County Rural Rail District		-	13,333.34				-		(1-month) Receivables accrue on the Balance Sheet
94		Total Available to Contribute to Fund Balance		(2,543,167.43)	(2,529,834.09)		(3,686,703.00)	(212,815.46)	(1,719,257.88)	47%	Operating income less operating expenses
95											
96	Potential Transfer From Fund Balance										Projected Expenditures In Excess of Annual Income
97											
98	FINAL BALANCE			-2,543,167.43	-2,529,834.09		-3,686,703.00	-212,815.46	-1,719,257.88		
99											



City Council

Agenda Item # 3.

SUBJECT: Consideration and possible action upon Resolution 2023-07-02 making emergency repairs to the Central Fire Department Roof. (Chote/Holland)

MEETING DATE: July 25, 2023

DEPARTMENT: Fire Department

CONTACT: Rusty Chote, Fire Chief

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council approving the resolution for the roof repair.

ITEM SUMMARY: On June 23rd, the City Manager authorized City Engineer Stokes and Associates to proceed with the engineering services necessary to make an emergency repair to the roof at Central Fire Station. The cost of the roof repairs is \$73,000 by Reneau Roofing. The council was made aware of this item at the Council meeting on July 6th, 2023, at which time staff indicated this agreement would come back to them for ratification.

BACKGROUND INFORMATION: The project was identified as an emergency because of the damage to the roof from the hailstorm and water damage to the attic area and ceiling grid. The roof leaks and condensation from the air conditioning duct work has caused the current insulation and ceiling grid to sustain water damage. This has been an ongoing issue for some time, but the problem has escalated since the hailstorm. Staff is concerned regarding the potential hazards that this could cause.

Current construction cost for the project is \$73,000. As long as construction costs remain close to what was estimated, staff plans to file the roof replacement on insurance due to the hail damage and proceed with construction as soon as possible upon receipt of plans and permits.

SPECIAL CONSIDERATIONS: This is considered an emergency situation.

SUPPORTING MATERIALS:

1. Emergency Roof Repair RESOLUTION
2. Reneau Bid-Roof

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT WITH RENEAU ROOFING, FOR THE EMERGENCY REPLACEMENT OF THE PVC ROOF; RATIFYING THE EXECUTION OF THAT AGREEMENT BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Henderson Texas, is a home rule city under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City of Henderson, Texas, has identified the need to make emergency improvements to Central Station roof, necessary to ensure the prevention of future damage and,

WHEREAS, the City of Henderson has completed all necessary engineering for the project and secured all necessary approvals and permits; and,

WHEREAS, the city has secured a proposal from Reneau Roofing, for the construction of the proposed improvements, including all necessary contractor provided insurance; and,

WHEREAS, because of the emergency nature of the project, after attorney review of the agreement, the City Manager authorized the contractor to proceed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS;

SECTION 1.

That the City Council of the City of Henderson, Texas approves the terms and conditions of the Construction Contract with Reneau Roofing , attached as Exhibit A to this resolution.

SECTION 2.

That the execution of this contract is hereby ratified.

SECTION 3.

That this Resolution shall take effect immediately from and after its adoption and so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, this 25th day of July, 2023

APPROVED:

ATTEST:

John "Buzz" Fullen, Mayor

Cheryl Jimerson, City Secretary

APPROVED AS TO FORM:

Joe Shumate, City Attorney

RENEAU ROOFING & SHEET METAL, INC.

P.O. Box 100

Garrison, Texas 75946

Phone: 936-347-2369 Fax: 936-347-2075

PROPOSAL

To: Neil Holland

**Project: Re-Roofing Central Fire Station
Henderson TX**

We propose the following:

- **Tear and haul off existing PVC roofing**
- **Install new 60MIL PVC roofing over existing cover board**
- **Install new perimeter termination metal**
- **20YR Material Only Warranty**

Total Price: \$ 73,000

Jackson Sheffield, Estimator

5.30.2023

Date



City Council

Agenda Item # 4.

SUBJECT: Consideration and possible action upon Resolution 2023-07-03 making emergency repairs to the Central Fire Department ceiling and attic. (Chote/Holland))

MEETING DATE: July 25, 2023

DEPARTMENT: Fire Department

CONTACT: Rusty Chote, Fire Chief

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council approve the Construction Contract.

ITEM SUMMARY: On June 23rd , the City Manager authorized City Engineer Stokes and Associates to proceed with the engineering services necessary to make an emergency repair to the ceiling and attic at Central Fire Station. The cost of the attic and ceiling repairs is \$190,565 by BioMax Spray Foam Insulation. The council was made aware of this item at the Council meeting on July 6th, 2023, at which time staff indicated this agreement would come back to them for ratification.

BACKGROUND INFORMATION: The project was identified as an emergency because of the damage to the roof from the hailstorm and water damage to the attic area and ceiling grid. The roof leaks and condensation from the air conditioning duct work has caused the current insulation and ceiling grid to sustain water damage. This has been an ongoing issue for some time, but the problem has escalated since the hailstorm. Staff is concerned regarding the potential hazards that this could cause.

Current construction cost for the project is \$190,565. As long as construction costs remain close to what was estimated, staff plans to proceed with construction as soon as possible upon receipt of plans and permits.

SPECIAL CONSIDERATIONS: This is considered an emergency situation.

SUPPORTING MATERIALS:

1. Emergency Attic Repair RESOLUTION
2. Stokes & BioMed Bid

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT WITH BIOMAX FOAM, FOR THE EMERGENCY REPLACEMENT OF INSUALTION AND CEILING GRID AT CENTAL STATION; RATIFYING THE EXECUTION OF THAT AGREEMENT BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Henderson Texas, is a home rule city under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and,

WHEREAS, the City of Henderson, Texas, has identified the need to make emergency improvements to Central Station insulation and ceiling grid, necessary to ensure the prevention of future damage and,

WHEREAS, the City of Henderson has completed all necessary engineering for the project and secured all necessary approvals and permits; and,

WHEREAS, the city has secured a proposal from BioMax Foam, for the construction of the proposed improvements, including all necessary contractor provided insurance; and,

WHEREAS, because of the emergency nature of the project, after attorney review of the agreement, the City Manager authorized the contractor to proceed.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS;

SECTION 1.

That the City Council of the City of Henderson, Texas approves the terms and conditions of the Construction Contract with BioMax Foam and the budget estimate from Stokes & Associates attached as Exhibit A to this resolution.

SECTION 2.

That the execution of this contract is hereby ratified.

SECTION 3.

That this Resolution shall take effect immediately from and after its adoption and so resolved.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, this 25th day of July, 2023

APPROVED:

ATTEST:

John "Buzz" Fullen, Mayor

Cheryl Jimerson, City Secretary

APPROVED AS TO FORM:

Joe Shumate, City Attorney



CITY OF HENDERSON

CENTRAL FIRE STATION FOAM INSULATION BUDGET ESTIMATE

June 6, 2023

In the fall of 2022 the Central Fire Station was fitted with a new PVC roof membrane system to eliminate on-going leaks to their metal roof. The City is requesting budgetary costs for converting the existing thermal barrier that is currently at the lay-in ceiling and moving it to the roof by installing open cell foam insulation. Below are opinions of costs for making this conversion.

Item	Estimated Cost
1. Demolition of existing ceiling grid, lay-in tiles, and batt insulation	\$ 5,500
2. Spray Foam (R30, 8" Open Cell) installation for living quarters and admin.	\$ 54,750
3. Fire retardant coating to open cell foam for living quarters and admin.	\$ 15,290
4. Seal perimeter wall ventilation above the current ceiling grid	\$ 5,000
5. Install new ceiling grid with 2x2 ceiling tiles	\$ 36,500
6. Painting and touchup	\$ 3,500
7. Profit, Bonding, mobilization and insurance	\$ 18,000
Sub-Total	\$ 138,540
Contingency	\$ 18,000
Engineering Plans, bidding and construction phase services	\$ 10,000
Estimated Total Project	\$ 166,540



Main Office
P O Box 132391
Tyler TX 75713
903.721.3092 Office
903.894.1011 Fax
www.biomaxsprayfoam.com

Serving East Texas, DFW and Houston Areas

Estimate

Print Date: 06/01/2023

Page 1 of 2

Estimate #: 65416.00
Date: 05/31/2023
Terms: Due on receipt
PO #:
Plan ID:
Sales Rep: Juan Olmos
Phone #: 903-714-7666
Email: Juan@biomaxsprayfoam.com

Customer Name:
City of Henderson
401 W Main
Henderson, TX 75652
neal@strokesandassociates.com
P: 903-646-3333

Neal Holland

Job Name:
Central Fire Station Retro
401 W Main
Henderson, TX 75652
neal@strokesandassociates.com
P: 903-646-3333

Neal Holland

A: F:

Description

ADMINISTRATION PACKAGE:

Package Accepted (please circle one): YES / NO

Removal - Remove existing fiberglass insulation
Roof Line - Spray Apply (R30) - 8 inch nominal of Open Cell Foam
Attic Demising Walls - Spray Apply 5.5 inch nominal of Open Cell Foam
Cover windows, doors, Walls & floor with plastic for protection

ADMINISTRATION PACKAGE TOTAL: \$17,409.00 (Package Is Included In Total)

LIVING QUARTERS PACKAGE:

Package Accepted (please circle one): YES / NO

Removal - Remove existing fiberglass insulation
Roof Line - Spray Apply (R30) - 8 inch nominal of Open Cell Foam
Attic Demising Walls - Spray Apply 5.5 inch nominal of Open Cell Foam
Cover windows, doors, walls & floor with plastic for protection

LIVING QUARTERS PACKAGE TOTAL: \$32,277.00 (Package Is Included In Total)

PARKING BAYS PACKAGE:

Package Accepted (please circle one): YES / NO

Removal - Remove existing fiberglass insulation
Roof Line - Spray Apply (R-30) - 8 inch nominal of Open Cell Foam
Cover windows, doors, walls & floor with plastic for protection

PARKING BAYS PACKAGE TOTAL: \$24,025.00 (Package Is Included In Total)

ADMIN COATING PACKAGE:

Package Accepted (please circle one): YES / NO

Thermal Barrier - Spray apply coating Of DC 315
*if necessary

ADMIN COATING PACKAGE TOTAL: \$5,930.00 (Package Is Included In Total)

LIVING QUARTERS COATING PACKAGE:

Package Accepted (please circle one): YES / NO

Thermal Barrier - Spray Apply coating of DC 315
*if necessary

LIVING QUARTERS COATING PACKAGE TOTAL: \$9,360.00 (Package Is Included In Total)

**Main Office**

P O Box 132391
Tyler TX 75713
903.721.3092 Office
903.894.1011 Fax
www.biomaxsprayfoam.com

Serving East Texas, DFW and Houston Areas

Estimate

Print Date: 06/01/2023

Page 2 of 2

Estimate #: 65416.00

Date: 05/31/2023

Terms: Due on receipt

PO #:

Plan ID:

Sales Rep: Juan Olmos

Phone #: 903-714-7666

Email: Juan@biomaxsprayfoam.com

Customer Name:

City of Henderson
401 W Main
Henderson, TX 75652
neal@strokesandassociates.com
P: 903-646-3333

Neal Holland

Job Name:

Central Fire Station Retro
401 W Main
Henderson, TX 75652
neal@strokesandassociates.com
P: 903-646-3333

Neal Holland

A:

F:

PARKING BAY COATING PACKAGE:

Package Accepted (please circle one): YES / NO

Thermal Barrier - Spray Apply coating of DC 315
* if necessary

PARKING BAY COATING PACKAGE TOTAL: \$6,875.00 (Package Is Included In Total)

*** THANK YOU FOR THE OPPORTUNITY TO BID YOUR JOB ! *** ***Estimate Good For 14 Days.***

We propose hereby to furnish material and labor - complete in accordance with above specifications.

If accepted please sign and return by fax/mail. There will be no charge for check or cash payments and a 3% convenience fee for credit card and debit cards.

AUTHORIZED SALES SIGNATURE

DATE

Subtotal: \$95,876.00

SIGNATURE

PRINT NAME

DATE

GrandTotal: \$95,876.00



City Council

Agenda Item # 5.

SUBJECT: Consideration and possible action upon a Volunteer Paid Time Off (VTO) Policy. (Abercrombie/Faulkner)

MEETING DATE: July 25, 2023

DEPARTMENT: Administration

CONTACT: Jay Abercrombie, City Manager

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council approve the Volunteer Time off Policy for the City of Henderson.

ITEM SUMMARY: The city request the addition of paid Volunteer Time Off of sixteen (16) hours per calendar year to all full-time employees as an addition to the list of employee benefits.

BACKGROUND INFORMATION: The purpose of the Volunteer Time Off Program is to support activities that enhance and serve communities in which we live and work. The intention is to participate in giving back and supporting the community and to allow our employees to share in that effort.

SPECIAL CONSIDERATIONS: None

SUPPORTING MATERIALS:

1. VOLUNTEER PAID TIME OFF POLICY

VOLUNTEER PAID TIME OFF POLICY

The city believes that by getting involved in the community we can strengthen both individuals and the systems around us. The purpose of the Volunteer Time Off Program is to support activities that enhance and serve communities in which we live and work. The intention is to participate in giving back and supporting the community and to allow our employees to share in that effort. At the same time, we recognize that participating in these sorts of activities enriches the lives of its employees. To that end, employees may take up to 16 hours of paid time off per year to volunteer with nonprofit organizations of their choosing. Requests for time off under the policy should be submitted to your manager with as much advance notice as possible, with a minimum of one week notice, and are subject to approval from HR. We reserve the right to evaluate the proposed organization or cause to ensure that its mission is in line with the Company's values and does not create other conflicts of interest or potential negative effects on the city of Henderson. If there is a cause or organization that is meaningful to you and might provide a service opportunity for all of us, please feel free to talk to HR about potentially organizing a group activity to benefit that organization.

Volunteer Time Off (VTO) Policy: Employees can volunteer up to 16 hours (2 days) per calendar year toward a 501c3 charitable organization, in accordance with our VTO guidelines. This Volunteer Time Off (VTO) policy is part of our company's list of employee benefits. This time is refreshed at the beginning of each calendar year, unless the program is amended or discontinued, and does not accrue from year to year. Paid volunteer time off must be used during an employee's regularly scheduled work hours. Usage of this time or lack thereof does not affect vacation accrual. Company-sponsored VTO may not be used for organizations that discriminate based on creed, race, religion, or sexual orientation.

Use of VTO: Regular full-time city employees are eligible for Paid Volunteer Time Off (VTO) after the completion of seven (7) consecutive pay periods with The City. VTO can be used toward a 501c3 charitable organization, in accordance with our volunteering guidelines.

VTO Pay: The pay rate will be the employee's current base salary on the day(s) the time is taken. This time is refreshed at the beginning of each calendar year, unless the program is amended or discontinued, and does not accrue from year to year. Paid volunteer time is considered in the same manner as hours worked for the purpose of determining when an employee has reached his or her maximum allowable.

Cancellation Upon Termination: Unused VTO is cancelled upon termination of employment without compensation to the employee.

Eligibility: All full-time, regular employees are eligible to participate in this program after the completion of seven (7) consecutive pay periods with the City. Employees can choose a charity of their choice, contingent upon approval, or work together with other employees on a team.

Ineligibility: You are ineligible to participate in the program, if:

You are a part-time employee.

The employee's employment is terminated for any reason.

The employee is not meeting performance standards.

The program is discontinued. We reserve the right to amend or terminate this program at any time without prior notice. We also reserve the right to revoke approval if it is felt that the employee is misusing the program.

Approval Process: Employees must fill out the Volunteer Enrollment Form and submit it to Human Resources at least one week before the requested time off. Approval is at the discretion of the employees Director and HR department.

Appropriate examples for VTO:

- Building a house for Habitat for Humanity
- Donating time at a food bank
- Cleaning up the highway or park
- Reading to children at a local school
- Participating as a Big Brother/Big Sister

Inappropriate examples for VTO:

- Taking a ski vacation and charitably giving ski lessons
- Coaching your child's basketball team
- Attending a professional, religious, or personal interest conference



City Council

Agenda Item # 6.

SUBJECT: Consideration and possible action scheduling Regular Council Meetings for August 8, August 22, September 5 and September 12, 2023.
(Jimerson)

MEETING DATE: July 25, 2023

DEPARTMENT: City Secretary

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of adding and moving regular scheduled meetings to August and September.

ITEM SUMMARY: Move and schedule additional Regular Scheduled Council Meetings during August and September, to comply with the legal notice postings on Budget and Tax Rate requirements.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS: None

SUPPORTING MATERIALS: None



City Council

Agenda Item # 7.

SUBJECT: Consideration and possible action upon entering into a Joint Agreement with Rusk County Elections Department to run the Municipal Election November 7, 2023. (Jimerson)

MEETING DATE: July 25, 2023

DEPARTMENT: City Secretary

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approving Rusk County contract to administer the Municipal Election.

ITEM SUMMARY: This item is a formality in the election process. Staff is presenting acceptance of a contract for the November Election with Rusk County Elections Administrator.

BACKGROUND INFORMATION: We have been contracting with the County to run our elections. The Commissioners Court needs a Resolution on file stating approval of such a contract.

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Contract with Rusk County Elections 2023
2. 2023 Joint Election Resolution



**November 7, 2023
Joint Election
Contract for Election Services**

City of Henderson



November 7, 2023 Joint Election

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IV.....	General Provisions

Exhibits

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Exhibit B.....	Election Day Polling Locations
Exhibit C.....	Cost of Services



**THE STATE OF TEXAS
RUSK COUNTY**

**CONTRACT FOR
ELECTION SERVICES**

§

HENDERSON CITY

BY THE TERMS OF THIS CONTRACT made and entered into by and between the CITY OF HENDERSON hereinafter referred to as "Participating Political Subdivisions" and SHANNON BROWN, Elections Administrator of Rusk County, Texas, hereinafter referred to as "Contracting Officer," pursuant to the authority in Subchapter D, Section 31.092, of Chapter 31, of the Texas Election Code, agree to the following particulars in regard to coordination, supervision and running of the November 7, 2023 General Election.

THIS AGREEMENT is entered into in consideration of the mutual covenants and promises hereinafter set out. IT IS AGREED AS FOLLOWS:

I. DUTIES AND SERVICES OF CONTRACTING OFFICER. The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:

A. The Contracting Officer shall arrange training and compensation of all election judges, alternate judges, clerks, and the Early Voting Ballot Board.

a. The Contracting Officer shall be responsible for notifying each Election Day and early voting election judge and alternate judge of his or her appointment. The presiding election judge of each polling place will use his/her discretion to determine when additional workers are required.

b. Election judges, alternate judges, and clerks shall all attend the Contracting Officer's training course(s). (Date and location to be determined)

c. Election judges shall be responsible for picking up election supplies from and returning supplies to the Contracting Officer.

d. The Contracting Officer shall compensate each election judge and election worker. Each worker that attends training class shall receive up to 2 hours of pay per election. All other required and additional expenses by law shall be paid. (i.e.: FICA, Medicaid, etc.)



- B. The Contracting Officer shall procure, prepare, and distribute voting machines, election kits and all election supplies.
- a. The Contracting Officer shall prepare, program, and test the electronic voting equipment required for early voting and Election Day.
 - b. The Contracting Officer shall secure election kits which include the legal documentation required to hold an election.
 - c. The Contracting Officer shall secure all tables required to hold an election.
 - d. The Contracting Officer shall provide all lists of registered voters for use on Election Day and for the early voting period as mandated by law. Electronic pollbooks shall be used to qualify voters for the early voting period and on Election Day.
 - e. The Contracting Officer shall procure and arrange for the distribution of all election equipment and supplies required to hold an election.
- C. The Contracting Officer, Shannon Brown, shall be appointed the Early Voting Clerk by the "Participating Political Subdivisions."
- a. The Contracting Officer shall supervise and conduct Early Voting by mail and in person.
 - b. Dates and locations for Early Voting by personal appearance for the "Participating Political Subdivisions" are attached in Exhibit "A" and incorporated by reference into this contract.
 - c. All applications for an Early Voting mail ballot shall be received and processed by the Rusk County Elections Administration Office.
 - 1. Application for mail ballots erroneously mailed to the "Participating Political Subdivisions" shall immediately be faxed to the Contracting



Officer for timely processing. The original application shall then be forwarded to the Contracting Officer for proper retention.

2. Absentee Application (Regular or Federal Postcard) for ballot by mail shall be mailed to:

Rusk County Elections - PO Box 668, Henderson, Texas 75653

Or faxed to (903)-657-0319

Or email a scanned copy of signed application to aturlington@ruskcountytexas.gov

(If faxed or emailed: mail original within 4 days)

Application for ballot by mail must be received no later than close of business on Friday, October 27, 2023

3. All Federal Post Card Applicants (FPCA) and Annual Mail Ballot Applicants will be sent a mail ballot with required notices.
- d. All Early Voting ballots (those cast by mail and those cast by personal appearance) shall be prepared for count by the Early Voting Ballot Board in accordance with Section 87.000 of the Texas Election Code. The presiding judge of this Board shall be appointed in the same manner as presiding election judges (Section 87.002b).

D. The Contracting Officer shall arrange for the use of all Election Day polling places. The Election Day polling locations are attached in Exhibit "B" and incorporated by reference into this contract.

E. The Contracting Officer shall be responsible for establishing and overseeing the tabulation of the early voting and Election Day voted ballots by the Central Counting Station Personnel. Ballots shall be tabulated in accordance with Section 127.001 of the Texas Election Code and of this agreement.

- a. The Contracting Officer shall prepare, test, and run the county's tabulation system in accordance with statutory requirements and policies. The tabulation system shall be used on Election Night at the Elections Office.



- b. The Public Logic and Accuracy Test (L &A) of the electronic voting system shall be conducted. Contracting Officer will publish required notice in local newspaper (Henderson Daily News) of time and place as required by the election code.
- c. Election night reports will be available to the "Participating Political Subdivisions" at 7 P.M. on election night on the Rusk County website (www.co.rusk.tx.us). Any provisional ballots shall be tabulated after election night in accordance with law.
- d. The Contracting Officer shall prepare the unofficial canvass report after all precincts have been counted for election day, provisional ballots, and any overseas ballots that will be tallied after the final deadline to count ballots. This report shall be sent to the "Participating Political Subdivisions" for their canvass.
- e. The Contracting Officer shall be appointed the custodian of the voted ballots and shall retain all election material for a period of 22 months. Pending no litigation and as prescribed by law, the voted ballots shall be shredded 22 months after the election.
- f. The Contracting Officer shall conduct a partial manual count as prescribed by Section 127.201 of the Texas Election Code.

II. DUTIES AND SERVICES OF THE PARTICIPATING POLITICAL SUBDIVISIONS.

The "Participating Political Subdivisions" shall assume the following responsibilities:

- A. The "Participating Political Subdivisions" shall prepare the election orders, resolutions, notices, official canvass, and other pertinent documents for adoption by the appropriate office or body. The "Participating Political Subdivisions" shall handle the candidate filing process and packets that are required by law. The "Participating Political Subdivisions" assume the responsibility of posting required notices and likewise promoting the schedules for Early Voting and Election Day.
- B. The "Participating Political Subdivisions" shall provide the Contracting Officer with an updated map and street index of their jurisdiction in an electronic or printed format as soon as possible, if any changes have occurred since the last election the county has held for your entity.



- C. The "Participating Political Subdivisions" shall procure and provide the Contracting Officer with the ballot layout and Spanish interpretation in an electronic format (e.g. Word.doc)
- a. The "Participating Political Subdivisions" shall deliver to the Contracting Officer after ordering the election, any proposition wording in English and Spanish. Candidate names shall be given after the drawing. **Required information shall be received no later than Thursday, August 31, 2023**
- b. The "Participating Political Subdivisions" shall comply with all deadlines set by the office of the Secretary of State and the vendor responsible for ballot printing and programming.
- c. The "Participating Political Subdivisions" shall approve the ballot format prior to printing.
- D. The "Participating Political Subdivisions" shall post the publication of the "Election Order" and "Election Notice" by the proper methods with the proper media in accordance with the Texas Election Code.
- E. The "Participating Political Subdivisions" shall compensate the Contracting Officer for any additional verified cost incurred in the process of running this election or for a manual recount this election may require, or for a required runoff election consistent with charges and rates shown on Exhibit "C" for required services.
- F. The "Participating Political Subdivisions" shall submit this signed contract and pay the Contracting Officer a deposit of 75% of the estimated cost to run the said election prior to the start of early voting. The Contracting Officer shall place the funds in a "contract fund" as prescribed by Section 31.100 of the Texas Election Code.

The deposit and signed contract shall be delivered within the mandatory time frame to:

**Rusk County Elections
Attn. Shannon Brown
PO Box 668
Henderson, Texas 75653**

Made payable to: "Rusk County Elections" with the note "for election services" included with check documentation.



- G. The "Participating Political Subdivisions" shall pay any additional cost and/or remaining final cost of conducting said election or any required runoff elections pursuant to the Texas Election Code, Section 31.100, within 30 days from the date final billing is received.

III. COST OF SERVICES. See Exhibit "C"

- A. All actual shared cost incurred in the conduct of the election will be divided by the "Participating Political Subdivisions" contracting with the Contracting Officer to hold the said election. If one of the "Participating Political Subdivisions" cancels their election, the full cost of the election will be the responsibility of the remaining "Participating Political Subdivisions".
- B. If a Runoff Election is required, additional cost shall be billed to the "Participating Political Subdivisions".

IV. GENERAL PROVISIONS.

- A. Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the November 7, 2023 General Election is to be filed or the place at which any function is to be carried out, or any nontransferable functions specified under Section 31.096 of the Texas Election Code.
- B. The "Participating Political Subdivision" hereby agrees to indemnify and hold harmless the Contracting Officer; including all officers, officials, and employees from and against any loss, including claims, demands, and causes of action and which loss, claim, demand, or cause of action resulted from the performance or non-performance of the "Participating Political Subdivision" pursuant to the terms of this agreement.



- C. If a "Participating Political Subdivision" cancels their election pursuant to the Texas Election Code, the Contracting Officer shall be notified in writing as soon as "Participating Political Subdivision" has approved it in council meeting. An entity canceling an election will not be liable for any further costs incurred by the Contracting Officer in conducting the November 7, 2023 General Election.



WITNESS BY MY HAND THIS THE 10 DAY OF July 2023.

Shannon Brown

Shannon Brown
Elections Administrator
Rusk County, Texas

WITNESS BY MY HAND THIS THE ____ DAY OF ____ 2023

By: _____
City of Henderson Printed Name and Title

November 7, 2023 Joint Election

Early Voting Location

Rusk County Elections Office
204 N. Main Street
Henderson, TX 75652

Mon. Oct. 23rd	8am –5pm	Mon. Oct. 30th	8am – 5pm
Tues. Oct. 24th	8am –5pm	Tues. Oct. 31st	8am - 5pm
Wed. Oct. 25th	8am –5pm	Wed. Nov. 1st	8am - 5pm
Thurs. Oct. 26th	8am –5pm	Thurs. Nov 2nd	7am - 7pm
Fri. Oct. 27th	8am –5pm	Fri. Nov. 3rd	7am - 7pm
Sat. Oct. 28th	9am-3pm		
Sun. Oct. 29th	CLOSED		

BRANCH EARLY VOTING

*** Hours are 7am to 5pm*** (on the days listed below)

Oct. 23rd thru 24th – County Barn Pct.4 13612 FM 1798 W Henderson, TX

Oct. 26th thru 27th – Mt. Enterprise Community Center 300 NW 2nd, Mt. Enterprise

Oct. 30th thru Oct.31st – Tatum / Sherman R. Smith Community Center
231 N. Hood, Tatum, TX

Nov. 2nd thru 3rd – Kilgore / Chandler St. Church of Christ 2700 Chandler St., Kilgore, TX



Exhibit "B"

November 7, 2023 Joint Election

Election Day Polling Locations

OVERTON COMMUNITY CENTER	505 Meadowbrook, Overton, TX
CHANDLER ST. CHURCH OF CHRIST	2700 Chandler St., Kilgore, TX
NEW LONDON COMMUNITY CENTER	125 Tyner St., New London, TX
CENTRE PRESBYTERIAN CHURCH	8531 FM 2011, Longview, TX
STEWART	13606 FM 782 N., Henderson, TX
SHERMAN R. SMITH COMMUNITY CENTER	231 N. Hood St., Tatum, TX
HENDERSON CIVIC CENTER	1005 HWY 64 W., Henderson, TX
MINDEN	CR 317 & FM 1798, Minden, TX
MT. ENTERPRISE COMMUNITY CENTER	300 W 2 nd St., Mt. Enterprise, TX
S. MAIN CHURCH OF CHRIST MULTI. BLDG	402 S Main, Henderson, TX
CARLISLE	2541 HWY 42 S, Price, TX
COUNTY BARN PCT #4	13612 FM 1798 W, Henderson, TX

NOTE: All locations will be open from 7:00 A.M. - 7:00 P.M.



Exhibit "C"

November 7, 2023 Joint Election

Estimate Sheet

NOTE: A cost estimate shall be provided only after all entities participating in the election are identified.

RESOLUTION FOR JOINT ELECTION

WHEREAS, the CITY of Henderson, Texas, desire to enter into a 2023 Joint November Election Services Contract with the Rusk County Election Administrator as the County Election Officer.; and

WHEREAS, the CITY of Henderson has also called an election for Tuesday, November 7, 2023; and

WHEREAS, the CITY of Henderson has expressed its desire for a joint election with the County; and

WHEREAS, state law allows local governments holding elections on the same day to do so jointly, thereby making voting more convenient; and

WHEREAS, the Rusk County Elections Administrator will provide all election services for the County and the CITY of Henderson, as agreed upon by the Rusk County Elections Administrator and each entity through separate contract; and

WHEREAS, the Texas Election Code allows for an agreement in accordance with Section 271.002, whereby the County and the CITY of Henderson agree to hold a joint election on November 7, 2023.

NOW AND THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF RUSK COUNTY, TEXAS, THAT:

Said Commissioners Court authorizes the CITY of Henderson to share the countywide polling places and any voting equipment necessary to conduct such election. Terms and conditions of the election will be identified by the election services contract between John Fuller, representative for CITY of Henderson and Shannon Brown, Rusk County Elections Administrator.

PASSED AND APPROVED, THIS _____ DAY OF _____, 2023.

County Judge

Commissioner, Precinct 1

Commissioner, Precinct 2

Commissioner, Precinct 3

Commissioner, Precinct 4

AGREEMENT TO CONDUCT JOINT ELECTION WITH THE COUNTY OF RUSK,

APPROVED THIS _____ DAY OF _____, 2023.

City of Henderson

John Fuller, Mayor
300 W Main Street
Henderson, TX 75652

APPROVED THIS _____ DAY OF _____ 2023.

Elections Administrator

Shannon Brown
Rusk County
P.O. Box 668
Henderson, TX 75652



City Council

Agenda Item # 8.

SUBJECT: Consideration and possible action upon Resolution 2023-07-01 Intent to establish the City of Henderson Property Assessed Clean Energy (PACE) Program and setting a public hearing date on August 22nd at 6:00 p.m.. (Jimerson)

MEETING DATE: July 25, 2023

DEPARTMENT: City Secretary

CONTACT: Cheryl Jimerson

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 August 22nd at 6:00 p.m.

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: None.

SUPPORTING MATERIALS:

1. 2023-07-01 Henderson Res of Intent
2. 2023-07-01a Exhibits for Pace Program

CITY OF HENDERSON CITY COUNCIL
RESOLUTION #2023-07-01 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 August 22nd, 2023 at 6:00 pm. at City Hall, 300 West Main Street, Henderson, Texas.

Adopted this 25th day of July, 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

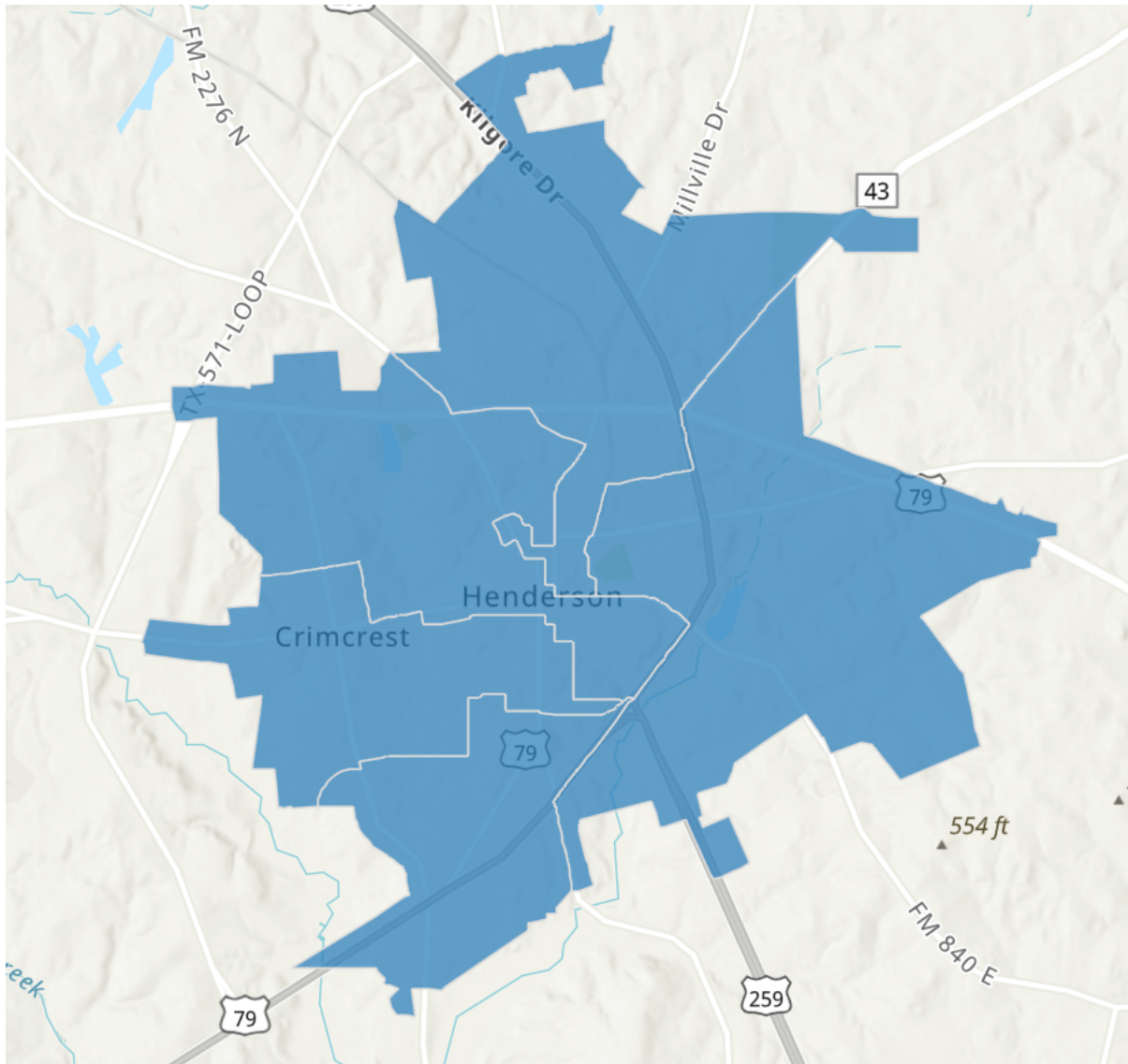


EXHIBIT 2
FORM OWNER CONTRACT

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 _____, _____

CITY OF HENDERSON, TEXAS

By: _____

Name: CHARLENE HEYDINGER

Title: PRESIDENT

Address: PO BOX 200368
AUSTIN, TX 78720-0368

ACKNOWLEDGEMENT

COUNTY OF _____ §

(print name)

V2023-02AR

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 # 9.

SUBJECT: Consideration and possible action upon Re-plat #2 of the HEDCO-FRISCO STREET Subdivision. (Hughes/McElfresh)

MEETING DATE: July 25, 2023

DEPARTMENT: Community Development

CONTACT: Billy Hughes, P & Z Coordinator

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of this Minor Plat application for a re-plat of the HEDCO-Frisco Street Subdivision. This property is located in Council District 3.

ITEM SUMMARY: Consider and approve a Minor Plat application submitted by John Clary on behalf of Henderson Economic Development Corporation. The subject property is located on N. Frisco. This property was donated to HEDCO by the City of Henderson at the City Council meeting on June 20, 2023. If approved, the property will be divided between Lot 2 and Lot 3 Block 1050 of the HEDCO-Frisco Subdivision.

BACKGROUND INFORMATION: At the council meeting held on December 20, 2022, a minor plat was approved for this property, however a small triangle of land located on the front of the property was not included in this re-plat. It was discovered that this small piece of property was still owned by the City and required the donation of the land from the City to HEDCO and this re-plat so the 2 lots will have road frontage on North Frisco.

SPECIAL CONSIDERATIONS: N/A

SUPPORTING MATERIALS:

1. HEDCO-FRISCO re-plat



City Council

Agenda Item # 10.

SUBJECT: Consideration and possible action upon the second reading of Ordinance 2023-06-06 regarding the abandonment of a portion of an undeveloped alley in the 1000 block of Peach Street. (Hughes/McElfresh)

MEETING DATE: July 25, 2023

DEPARTMENT: Community Development

CONTACT: Billy Hughes, P & Z Coordinator

RECOMMENDED CITY COUNCIL ACTION: Staff recommends that Council approve the second reading of an ordinance regarding the abandonment of this alley.

ITEM SUMMARY: Consideration and possible action regarding the second reading of an ordinance abandoning part of an undeveloped alley between Lot 11 & 12 of Block 12/186 and Lot 3&4 of Block 12/186 of the City of Henderson, Rusk County.

It has been requested in writing for this section of the alley to be abandoned by all adjacent property owners.

BACKGROUND INFORMATION: The proposed portion of this alley is not beneficial to the City nor are there any future plans to revitalize this portion of this alley or utilize it for any infrastructure.

SPECIAL CONSIDERATIONS: None

SUPPORTING MATERIALS:

1. PEACH ALLEY ABANDONMENT (002)
2. 2023-06-06 Abandon Alley on Peach Street

Field Notes for
12' Wide Peach Street Alley to be Abandoned

GENERAL DESCRIPTION

Being a 12' Alley of the City of Henderson, Rusk County, Texas, being part of Block 12/186 as shown on the City Maps of Henderson, Texas, said alley shown as a 12' wide strip located on the South side of Peach Street and being more particularly described as follows;

BEGINNING at a 2 1/2" crimped steel fence corner post for the Northeast corner of this alley, this point being located at Texas State Plane Coordinate System (NAD83), NCZ(4202) N-6760774.72, E-3117957.35; this point being on the South margin of Peach Street and being the occupied Northwest corner of Lot 6, Block 12 as conveyed to Norman Walton and Gretchen Walton in a Sheriff's Deed (conveyance include Lots 5 & 6, Block 12) recorded in Volume 3061, Page 343 of the Official Public Records of Rusk County, Texas.

LEGAL DESCRIPTION

THENCE S 16°16'47" E for a distance of 100.00' to a point at the Southeast corner of this alley abandonment and being the Southwest corner of Lot 6, Block 12/186.

THENCE S 78°43'35" W for a distance of 12.00' to a 1/2" iron rod set for the Southwest corner of this alley abandonment and being the Southeast corner of Lot 11, Block 12/186 conveyed as the East 40' of Lots 11 & 12, Block 12/186 from Agnes Cochran and Joe Troy Cochran to Ruby Jean Alexander in a warranty Deed with Vendor's Lien Volume 1593, Page 531 (LRRCT).

THENCE N 16°18'21" W for a distance of 100.00' to a 1/2" iron rod set on the South margin of Peach Street for the Northeast corner of said Alexander lot 11 and being the Northwest corner of this alley.

THENCE N 78°43'35" E for a distance of 12.00' to the place of beginning and containing 0.0275 acres of land.

NOTE: Bearing Orientation Based on NAD 83, NCZ(4202) TSPCS.

CERTIFICATE:

I, Roy L. Lemley, RPLS No.3677 hereby certify that the above plat correctly represents the results of a survey on the ground by me and is true and correct to the best of my knowledge and belief.

Roy L. Lemley (Electronic Signature)

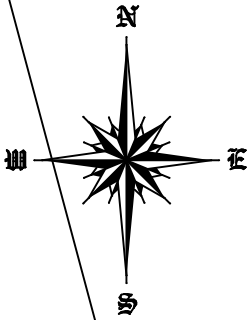
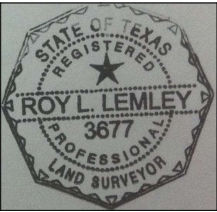
Roy L. Lemley
Registered Professional Land Surveyor No.3677
2510 Ranblewood, Henderson, Texas 75652
Office:903-722-4149 FIRM No.101103-000
Email:roy@roylemleysurveyor.com

MAP SHOWING
PROPOSED PEACH STREET ALLEY
TO BE ABANDONED
T.K. BENNETT SURVEY, A-119
City of Henderson
RUSK COUNTY, TEXAS
Scale:1"=50' June 8,2023

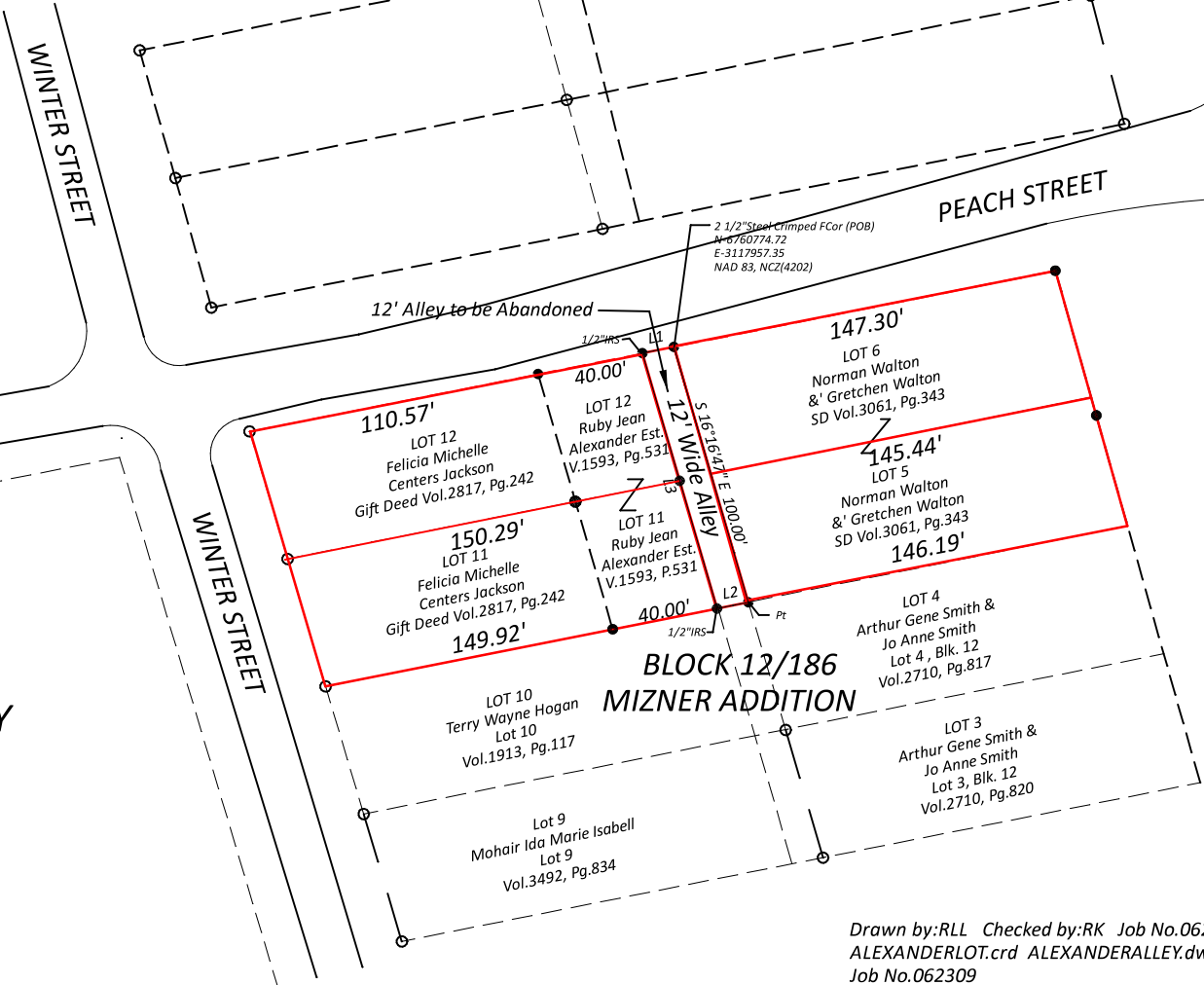
T.K. BENNETT SURVEY, A-119
This map prepared for Clayton Homes, Inc.

CALL TABLE

LINE	BEARING	DISTANCE
L1	N 78°43'35" E	12.05'
L2	S 78°43'35" W	12.00'
L3	N 16°18'21" W	100.00'



U.S. HIGHWAY 79



Drawn by:RLL Checked by:RK Job No.0623
ALEXANDERLOT.crd ALEXANDERALLEY.dwg
Job No.062309

ORDINANCE NO. 06-06-2023

AN ORDINANCE PROVIDING THAT AN ALLEY LOCATED BETWEEN LOT 11 & 12 OF BLOCK 12/186 AND LOT 3,4,5, & 6 OF BLOCK 12/186 OF THE CITY OF HENDERSON, RUSK COUNTY, TEXAS, SHALL BE VACATED, ABANDONED AND CLOSED; PROVIDING FOR THE REVERSION OF THE FEE IN SAID STREET; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON FINAL ADOPTION.

WHEREAS, the City Council of the City of Henderson, Texas, finds that an alley in the Mizner Addition, of the City of Henderson, as shown on the plat to said subdivision of the City of Henderson is not and has not been paved or used as a street; and

WHEREAS, the City Council of the City of Henderson, Texas, finds that there are no plans to ever pave or use said alley; and

WHEREAS, the City Council of the City of Henderson, Texas, has determined that it would be in the best interests of the adjacent land owners and the public in general that the following described alley should be closed, vacated and abandoned.

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

SECTION 1: That the portion of the alley, located between Lot 11 & 12 of Block 12/186 and Lot 3,4,5, & 6 of Block 12/186 the City of Henderson, Rusk County, Texas, as shown on the plat to the said subdivision to the City of Henderson, shall be and is hereby closed abandoned and permanently vacated as a street or public thoroughfare of any kind or character whatsoever. See attached Exhibit "A".

SECTION 2: That the fee to the land in the portion of alley, more fully described in Exhibit "A" attached hereto, shall revert to the adjoining property owners as provided by law.

SECTION 3: That all Ordinances or parts of Ordinances in conflict herewith are hereby expressly repealed.

SECTION 4: If any provision, exception, section, subsection, paragraph, sentence, clause or phrase of this 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 provision 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: That this Ordinance shall take full effect and force upon the final passage by the City Council of the City of Henderson, Texas.

PASSED AND APPROVED this ____ day of June, 2023.

PASSED, APPROVED AND ADOPTED on the second and final reading on this
the _____ day of June, 2023.

John W. Fullen, Mayor
City of Henderson

ATTEST:

Cheryl Jimerson, City Secretary
City of Henderson

Field Notes for
12' Wide Peach Street Alley to be Abandoned

GENERAL DESCRIPTION

Being a 12' Alley of the City of Henderson, Rusk County, Texas, being part of Block 126 as shown on the City Maps of Henderson, Texas, said alley shown as a 12' wide strip located on the South side of Peach Street and being more particularly described as follows:

BEGINNING at a 2 ½" crimped steel fence corner post for the Northeast corner of this alley, this point being located at Texas State Plane Coordinate System (NAD83), NCZ(4202) N-6°50'77.4" 72, E-311°7957.35, this point being on the South margin of Peach Street and being the occupied Northwest corner of Lot 6, Block 12 as conveyed to Norman Walton and Gretchen Walton in a Sheriff's Deed (conveyance include Lots 5 & 6, Block 12) recorded in Volume 3061, Page 343 of the Official Public Records of Rusk County, Texas.

LEGAL DESCRIPTION

THENCE S 16°16'47" E for a distance of 100.00 to a point at the Southeast corner of this alley abandonment and being the Southwest corner of Lot 6, Block 12/186.

THENCE S 78°43'35" W for a distance of 12.00 to a ½" iron rod set for the Southwest corner of this alley abandonment and being the Southeast corner of Lot 11, Block 12/186 conveyed as the East 40' of Lots 11 & 12, Block 12/186 from Agnes Cochran and Joe Troy Cochran to Ruby Jean Alexander in a warranty Deed with Vendor's Lien Volume 1593, Page 531 (LRRCT).

THENCE N 16°18'21" W for a distance of 100.00 to a ½" iron rod set on the South margin of Peach Street for the Northeast corner of said Alexander lot 11 and being the Northwest corner of this alley.

THENCE N 78°43'35" E for a distance of 12.00' to the place of beginning and containing 0.0275 acres of land.

NOTE: Bearing Orientation Based on NAD 83, NCZ(4202) TSPCS.

CERTIFICATE:

I, Roy L. Lemley, RPLS No. 3677 hereby certify that the above plat correctly represents the results of a survey on the ground by me and is true and correct to the best of my knowledge and belief.

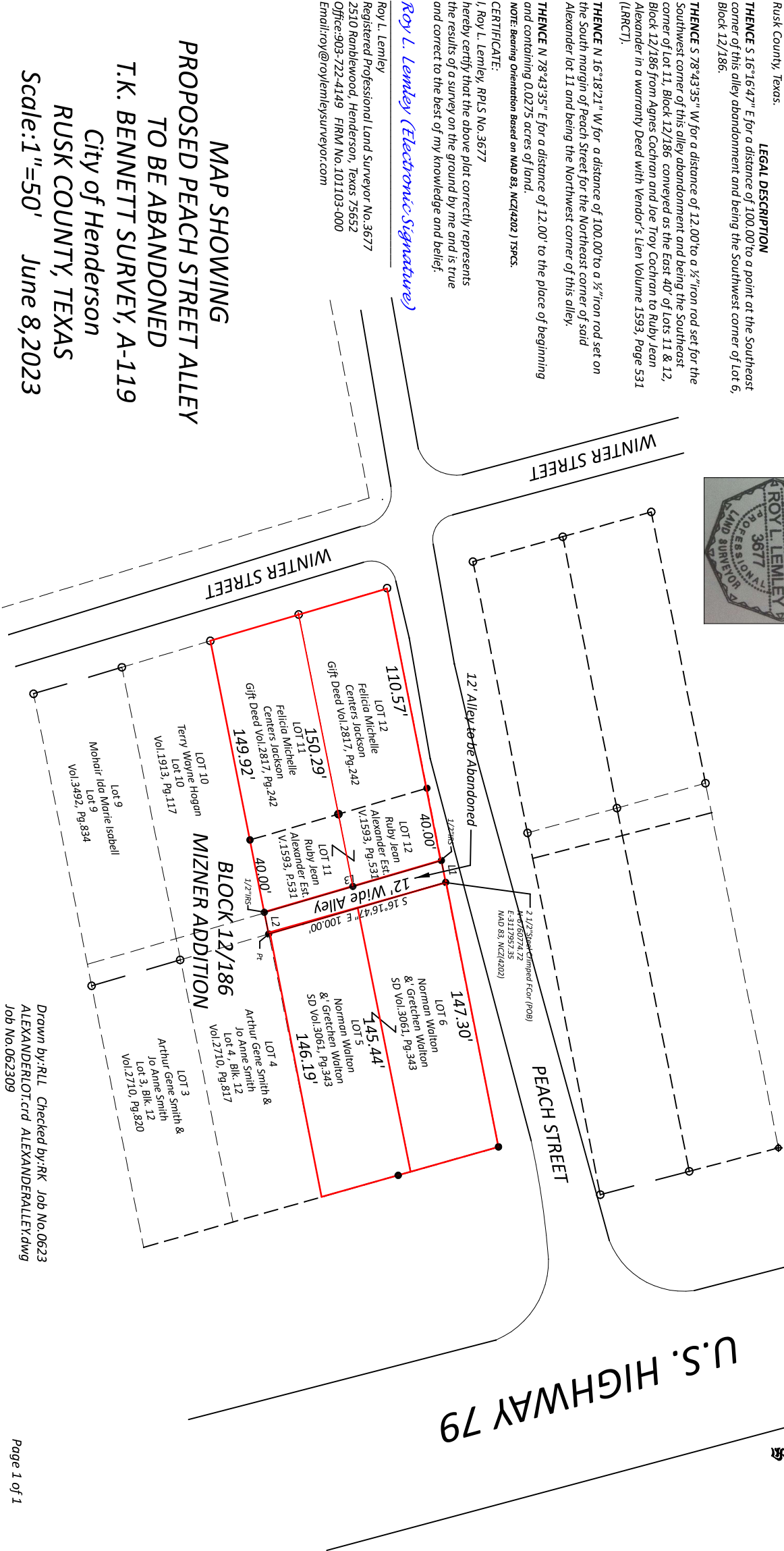
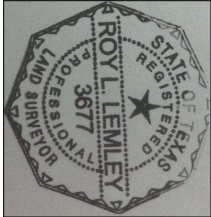
Roy L. Lemley (Electronic Signature)

Roy L. Lemley
Registered Professional Land Surveyor No. 3677
2510 Ranblewood, Henderson, Texas 75652
Office: 903-722-4149 FIRM No. 101103-000
Email: roy@roylemleysurveyor.com

LINE	BEARING	DISTANCE
L1	N 78°43'35" E	12.05'
L2	S 78°43'35" W	12.00'
L3	N 16°18'21" W	100.00'

CALL TABLE

T.K. BENNETT SURVEY, A-119
This map prepared for Clayton Homes, Inc.



Drawn by: RLL Checked by: RK Job No. 0623
ALEXANDERLOT.crd ALEXANDERALLEY.dwg
Job No. 062309



City Council

Agenda Item # 11.

SUBJECT: Consideration and possible action upon a minor plat for property located at the 1000 Blk of Peach Street.(Hughes/McElfresh)

MEETING DATE: July 25, 2023

DEPARTMENT: Community Development

CONTACT: Billy Hughes, P & Z Coordinator

RECOMMENDED CITY COUNCIL ACTION: Consider and approve a Minor Plat application submitted by RJ Alexander that would combine Lots 11 and 12, Block

12/186 in the Miszner Addition and a 6' x 100' portion of the abandoned alley in the City of Henderson.

ITEM SUMMARY: If approved, this re-plat will combine 2 40' x 50' lots and a 6' x 100' part of an abandoned alley.

BACKGROUND INFORMATION: Mr. Alexander inherited this property from his parents and now wants to place a new manufactured home on this property. If council approves this Minor Plat application Mr. Alexander will be able to move forward with the purchase his new Clayton Home.

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 1004 Peach St. ALEXANDER FINAL PLAT

GENERAL NOTES

All buildings to be constructed in this subdivision shall be placed at an elevation that is a minimum of 6" above the top of curb fronting the lot to prohibit storm waters from entering the buildings.

Subject Property is not located in a FEMA Flood Area as per Flood Insurance Map Rate Panel 480993 0001-0375 B effective date September 27,1991.

Subdivision is Zoned R4 (Mobile Homes Allowed)

Minimum Lot Setback Lines: Front: 25' Rear: 20' Side Interior: 7.5'

Selling a portion of this subdivision by metes and bounds is a violation of City Ordinance and State Law and is subject to fines and withholding of utilities.

OWNER'S STATEMENT:

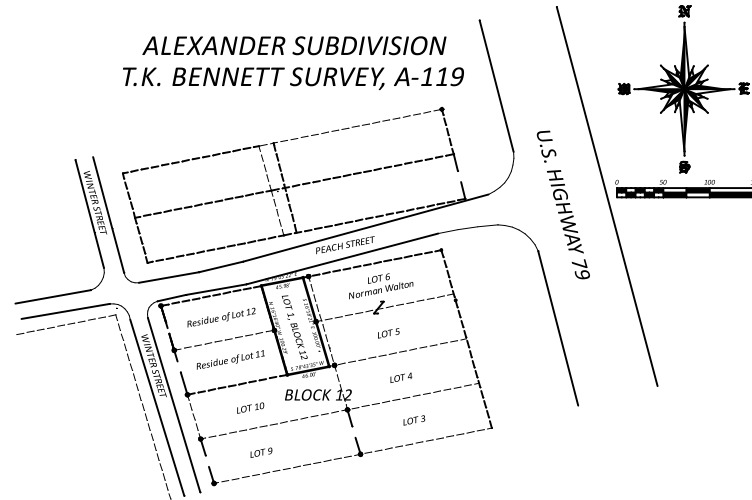
KNOW ALL MEN BY THESE PRESENTS, that I, R.J. Alexander, am the owner of the property shown on this plat, being the same property called the East 40' of Lots 11 & 12, Block 12 as shown on the City Maps of Henderson, Texas, said property conveyed from Agnes Cochran and Joe Cochran to Ruby Jean Alexander in a Warranty Deed with Vendor's Lien recorded in Volume 1593, Page 531 (DRRCT) and assigned to R.J. Alexander by Affidavit of Heirship, also being a 6' wide portion of an abandoned alley conveyed by City Ordinance # _____ to R.J. Alexander by the City of Henderson, Texas dated _____, 2023. This lot shall hereafter be called LOT 1, BLOCK 12 of the R.J. Alexander Subdivision. All taxes have been paid and no delinquent taxes exists for this property.

R.J. Alexander

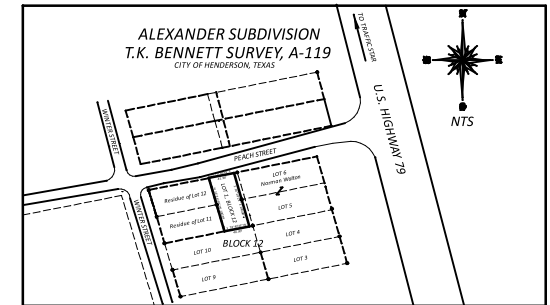
SUBSCRIBED AND SWORN TO BEFORE ME THIS THE ____ DAY OF _____, 2023.

Notary Public in and for Rusk County, Texas

Note: Bearing Orientation Based on ave. RTK GPS Coordinates (NAD83), NCZ(4202).



LOCATOR MAP



CERTIFICATE OF CITY MANAGER

I do hereby certify that all requirements of the Subdivision Ordinance and Zoning Ordinance concerning subdivision approval of information and data to the City Manager have been complied with for the hereon referenced subdivision.

City Manager

Date

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF HENDERSON, TEXAS ON THIS THE ____ DAY OF _____, 2023.

Mayor:

ATTEST: _____
City Secretary

CERTIFICATE:

I, Roy L. Lemley, Registered Professional Land Surveyor No. 3677, hereby certify that the above plat correctly represents the results of a survey on the ground by me and is true and correct to the best of my knowledge and belief.

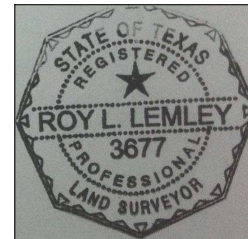
Witness my hand and seal this the 12th day of July, 2023.

Roy L. Lemley (Electronic Signature)

Rpy L. Lemley - RPLS NO.3677
2510 Ramblewood, Henderson, Texas 75652
Phone: 903-657-9314 Cell: 903-722-4149 FIRM No.101103-00
Email: roy@roylemleysurveyor.com

ROY L. LEMLEY - RPLS
2510 Ramblewood,
Henderson, Texas 75652
Phone: 903-Cell: 903-722-4149
FIRM No. 101103-00
Email: roy @roylemleysurveyor.com

"SERVING EAST TEXAS SINCE 1980"



"Remove not the ancient landmarks thy fathers have set."
Proverbs 22:28

**FINAL PLAT FOR
ALEXANDER SUBDIVISION
T.K. BENNETT SURVEY, A-119
CITY OF HENDERSON, TEXAS
RUSK COUNTY, TEXAS
Scale:1"=50' July 12,2023**

Drawn by: RLL Checked by:RK Job No.072315

ALEXANDERLOT.crd ALEXANDERSUB PLAT.dwg

Page 1 of 1



City Council

Agenda Item # 12.

SUBJECT: Consideration and possible action to approve HEDCO Type A and Type B Budget Amendments 2023-2024.

MEETING DATE: July 25, 2023

DEPARTMENT: HEDCO

CONTACT:

RECOMMENDED CITY COUNCIL ACTION:

ITEM SUMMARY: Budget Amendments were approved by HEDCO Board July 18, 2023.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. BUDGET AMENDMENTS TYPE A & B, 2023

Type A and Type B

2022-2023 BUDGET AMENDMENTS

Acct.#	Description	Original Budget	Amt. Amended	To Make It:	Explanation
Revenue					
3010	Sales Tax Revenue Type A	1,750,000.00	(1,750,000.00)	0.00	Everything collected this FY is Type B
3025	Interest Income - Banks Type A	25,000.00	\$140,500.00	165,500.00	Everything collected this FY is Type B
3010	Sales Tax Revenue Type B	-	\$2,200,000.00	2,200,000.00	
3025	Interest Income - Banks Type B	-	\$27,500.00	27,500.00	
3030	Land Sales (Tyler Pipe)	0	\$ 123,246.60	\$ 123,246.60	Land sale to Tyler Pipe
3059	Texas Materials Group	\$ 19,200.00	\$ 6,400.00	\$ 12,800.00	Closed lease early
3090	Winly Foods	0	\$ 115,463.13	\$ 115,463.13	Reimbursement of Incentive
				\$ 2,644,509.73	
Expenses	All Type A Expenses				
6119	High Demand Job Training Grant #5		\$ 50,000.00	\$ 50,000.00	New HDJT Grant
7011	Ins. - Dir. of Marketing		\$ 3,940.00	\$ 3,940.00	
7020	Adm. Asst. (NEW)				Shelby Payroll
7304	Property Maint. Old Industrial Park	\$ -	\$ 40,000.00	\$ 40,000.00	Replace 2 RR Crossings
7305	E. Tx. Reg. Bs. Park	\$ 20,000.00	\$ 15,000.00	\$ 35,000.00	Josh Few maintenance
	Expenses Totals		\$ 108,940.00	\$ 128,940.00	



HENDERSON FIRE DEPARTMENT



June 1, 2023, Eagle Scout Sean Murphy and Mayor Fullen along with Keep Henderson Beautiful and Burl's Collision Center, installed a Flag Drop Box at Central Station. The Flag Retirement Drop Box will give our community a place to dispose of an American Flag when it is no longer serviceable. Boy Scout Troop #316 will be responsible for collecting the flags from the drop box and conduct flag retirement ceremonies as needed.



June 2023

Call Log

- Fire Calls: 68
- Medical Calls: 22
- Total Calls: 90
- Inspections: 31
- Hydrants: 183

June 1st & June 28th, the Henderson Fire Department attended the Rusk County Library and the Depot Museum Sponsered "Touch a Truck" events. The events were held at the Depot Museum on June 1st and Expo Center on June 28th. There were several different local fire department trucks, local businesses such as wrecker service and electric companies vehicle attending the event. The event gave the children a chance to view the large trucks and meet with those that drive the trucks. Positive contact was made with those attending the events.

June 21, 2023, the Henderson Fire Department along with other emergency service agencies took part in a disaster drill at the Rusk County Airport. Emergency management personnel worked alongside UTEMs with the disaster scenario of an UTEMs helicopter crashing at the airport. The drill was a success and beneficial to all attending.

June 30th, C-shift attended a Safety class at Kids Club Preschool on Hwy 64. Firefighters talked with the children about fire safety and afterwards, gave the children the opportunity to climb inside the firetruck. Positive contact was made with all attending.

June 2023





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 JUNE 2023

<u>TYPE OF CALL</u>	<u>CITY</u>	<u>COUNTY</u>
<i>OTHER FIRES (Industrial/other)</i>	1	0
<i>STRUCTURE FIRES</i>	1	2
<i>VEHICLE FIRES</i>	2	0
<i>GRASS FIRES</i>	1	1
<i>ELECTRICAL FIRES</i>	0	0
<i>COOKING FIRES (KITCHEN)</i>	1	0
<i>POWER LINES</i>	5	1
<i>SMOKE CHECKS</i>	1	0
<i>ACCIDENTS (JAWS)</i>	0	3
<i>MVC'S (No Extrication)</i>	9	1
<i>AIRCRAFT STAND-BY</i>	0	1
<i>FUEL SPILLS/GAS LEAKS</i>	1	0
<i>RESCUE</i>	1	0
<i>MEDICAL CALLS</i>	17	5
<i>ALARM MALFUNCTIONS</i>	6	0
<i>FALSE ALARMS</i>	4	1
<i>DISPATCHED AND CANCELED ENROUTE</i>	5	1
<i>UNAUTHORIZED BURNING</i>	3	0
<i>CONTROL BURN (COUNTY ONLY)</i>	0	2
<i>ASSIST OTHER DEPARTMENTS</i>	0	0
<i>MISCELLANEOUS CALLS/PUBLIC SERVICE</i>	7	7
TOTAL	65	25
MILEAGE	169.2	184
MANHOURS	133.50	73.50
TOTAL CALLS		90
TOTAL MILEAGE		353.20
TOTAL MANHOURS		207
TRAINING	Paid 98 Vol 14	Total 112
INSPECTIONS		31
FIRE PREVENTION PROGRAMS		0
PUBLIC RELATIONS EVENTS		2
HYDRANT MAINTENANCE		183
WATER USAGE		5,250



UTHealth East Texas

City of Henderson

June 2023

Emergency Calls Compliance

Compliance
93.12

Calls
131

Late
9

**Run# - 50805 – Priority 1 – Interfacility
Total Response Time – 26 minutes 52 seconds**

Multiple calls in town. Attempted to divert 971 but they had just rolled up on scene of their call so we had to send the post truck. 970 returning from Dallas.

**Run# - 48945 – Priority 2 – Pregnancy/Childbirth
Total Response Time – 12 minutes 06 seconds**

Delayed due to long out of chute time.

**Run# - 49019 – Priority 2 – Interfacility
Total Response Time – 11 minutes 14 seconds**

Delayed due to long out of chute time.

**Run# - 50126 – Priority 2 – Interfacility
Total Response Time – 10 minutes 03 seconds**

Delayed due to long out of chute time.

Run# - 50339 – Priority 2 – Headache
Total Response Time – 12 minutes 18 seconds

Delayed due to long out of chute time.

Run# - 51331 – Priority 2 – Interfacility
Total Response Time – 11 minutes 27 seconds

Delayed due to long out of chute time.

Run# - 54176 – Priority 2 – Sick Person
Total Response Time – 13 minutes 03 seconds

Delayed due to crew bad route.

Run# - 55066 – Priority 2 – Breathing Problem
Total Response Time – 14 minutes 54 seconds

Delayed due to crew bad route.

Run# - 55275 – Priority 2 – Abdominal Pain
Total Response Time – 19 minutes 30 seconds

Delay due to long out of chute time.



Henderson Police Department

800 Lake Forest Parkway

Henderson, Texas 75652

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

Integrity • Respect • Accountability • Courage • Professionalism • Dedication • Service

06/30/2023

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

Training report for the month of June

Total number of officers with license certification 2

Total number of officers moved from basic to intermediate – 0

Total number of officers moved to advanced – 0

Total number of officers moved to master- 0

Total number of Telecommunicators with a temporary license – 2

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

Total number of Telecommunicators moved from basic to intermediate-0

Total number of Telecommunicators moved from advance to master-0

Total Proficiency level moves - 0

Approximate hours of training hours for the month of June-280

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

	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct
								2022									
CALLS FOR SERVICE	945	925	813	770	819	764	802	738	671	753	878	1176	1160	1139	988	1001	1037
OFFICER INITIATED CFS	118	95	77	98	92	96	86	66	53	105	209	486	484	414	388	289	362
DISPATCHED CFS	827	830	736	672	727	668	716	672	618	648	669	690	676	725	600	712	675
TRAFFIC CITATIONS	156	107	113	9	90	84	71	87	59	124	90	59	53	58	71	51	58
WRITTEN WARNINGS	379	239	251	331	267	323	327	338	275	490	425	286	274	182	234	168	240
ARREST	79	75	59	58	98	62	59	42	47	62	33	23	31	35	21	31	38
ACCIDENTS	31	27	29	33	15	24	22	23	14	24	17	21	28	29	21	37	19
DWI ARREST	6	2	2	1	5	3	0	1	3	1	1	4	3	0	2	1	2
(included above)																	
INCIDENT REPORTS																	
SENT TO CID	325	339	286	264	299	264	290	265	256	258	191	226	230	181	204	231	229
ASSIGNED	299	299	269	241	240	235	216	240	228	201	191	226	230	181	204	231	229
SUSPENDED	158	91	146	156	137	117	98	143	118	105	70	75	86	98	78	53	126
CLEARED	84	166	54	90	77	55	96	63	85	95	112	95	109	56	145	135	121
BURGLARY	23	12	9	4	15	18	15	10	12	4	1	5	5	2	19	15	7
ROBBERY	0	0	0	1	0	1	1	2	1	0	1	1	4	0	0	0	0
ASSAULT	35	37	31	36	33	27	40	27	26	23	12	10	31	22	19	32	28
POCS / POM*	11	4	8	11	6	11	12	5	9	6	2	3	3	4	2	0	3
SEXUAL ASSAULT	2	0	0	0	0	5	1	1	2	1	2	1	1	0	0	0	4

* Includes marijuana, cocaine, etc.

Nov	Dec	Jan	Feb	Mar	April	May	June
1030	975	991	970	1092	1047	1077	1102
295	321	299	371	364	331	304	362
735	654	692	599	728	716	773	740
48	25	42	53	94	29	74	64
152	185	187	231	241	134	185	170
35	25	30	31	31	28	27	38
44	35	50	35	39	41	39	46
3	2	3	1	1	1	0	1
249	212	247	179	240	204	233	280
249	212	247	179	240	204	233	280
90	71	86	59	120	141	59	141
112	80	84	55	111	102	89	70
14	17	14	3	7	10	23	15
1	3	0	0	2	1	1	0
27	31	26	15	41	29	32	28
0	1	2	3	2	2	1	2
0	0	0	2	0	3	2	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
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Memo



To: Jay Abercrombie, City Manager

From: Chad Taylor, Chief of Police

cc: Cheryl Jimerson, City Secretary

Date: July 3, 2023

Re: Henderson Police Department Monthly Report



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

The Henderson Police Department was busy again this month. We had numerous events with our community, including Coffee with a Cop and the Juneteenth Parade and Celebration. Our department also received two new equipped vehicles. HPD also hosted the Tactical Emergency Casualty Care class which was attended by several of our officers as well other officers from our region.

June 1, 2023 – Chief Taylor and Sgt. Helton out at Touch a Truck at the Depot Museum.



June 6 – Chief Taylor and Sgt. Helton at the Ribbon Cutting for Maxwell Design Company



June 8, 2023 – Midmorning Coffee at Arnold Abstract



June 17, 2023 – Sgt. Helton and Det. Dooley at Juneteenth Parade



June 22, 2023- HPD Officers and Firemen attending Coffee with a Cop at Herschels.





Henderson Animal Center and Protection

Monthly Report

Month of: JUNE

Year: 2023

Inside City Limits

Number of Dogs:	11	Year to Date:	51
Number of Cats:	14	Year to Date:	91
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	25	Year to Date:	142

ACOPU

Number of Dogs:	9	Year to Date:	119
Number of Cats:	12	Year to Date:	70
Number of Others:	7	Year to Date:	42
TOTAL Number of Animals:	28	Year to Date:	231

Outside City Limits

Number of Dogs:	4	Year to Date:	71
Number of Cats:	14	Year to Date:	115
Number of Others:	0	Year to Date:	10
TOTAL Number of Animals:	18	Year to Date:	196

Rusk County Sheriff's Department

Number of Dogs:	0	Year to Date:	6
Number of Cats:	0	Year to Date:	0
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	0	Year to Date:	6

City of Overton

Number of Dogs:	0	Year to Date:	1
Number of Cats:	0	Year to Date:	2
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	0	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:	24	Year to Date:	240
Number of Cats:	40	Year to Date:	277
Number of Others:	7	Year to Date:	52
TOTAL this Month:	71	Year to Date:	569

Animals Reclaimed

Number of Dogs:	3	Year to Date:	57
Number of Cats:	0	Year to Date:	2
Number of Others:	0	Year to Date:	3
TOTAL this Month:	3	Year to Date:	62

Animals Adopted

Number of Dogs:	16	Year to Date:	153
Number of Cats:	40	Year to Date:	261
Number of Others:	0	Year to Date:	16
TOTAL this Month:	56	Year to Date:	430

<i>Monthly Adoption Breakdown:</i>	<i>Dogs Adopted:</i>	10	<i>Dogs Rescued:</i>	6
	<i>Cats Adopted:</i>	18	<i>Cats Rescued:</i>	22
	<i>Others Adopted:</i>	0	<i>Others Rescued:</i>	0

Animals Euthanized

Number of Dogs:	2	Year to Date:	16
Number of Cats:	1	Year to Date:	5
Number of Others:	0	Year to Date:	0
TOTAL this Month:	3	Year to Date:	21

<i>Monthly Euthanasia Breakdown</i>	<i>Sick:</i>	<i>Injured:</i>	<i>Aggressive:</i>
<i>Dogs:</i>	0	2	0
<i>Cats:</i>	1	0	0
<i>Other: (Non-Wildlife)</i>	0	0	0

<u>Animals Held for Rabies Quarantine:</u>	2	Year to Date:	29
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<u>Animals Tested for Rabies:</u>	2	Year to Date:	17
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<u>Animal Complaints Received:</u>	768+	Year to Date:	5,656+
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<u>Deceased on Arrival (disposal):</u>	7	Year to Date:	40
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<u>Died in Care:</u>	2	Year to Date:	11
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Animal Protection Activity

Warnings Issued:	4	Year to Date:	164
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Citations/Complaints signed:	6	Year to Date:	68
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Calls for Service during hours:	46	Year to Date:	595
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Calls for Service after hours:	6	Year to Date:	23
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Seizures:	1	Year to Date:	2
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Wildlife Euthanasia (sick or injured):	0	Year to Date:	0
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Wildlife Release:	4	Year to Date:	15
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Traps Set:	17	Year to Date:	132
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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: July 25, 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 June 2023.



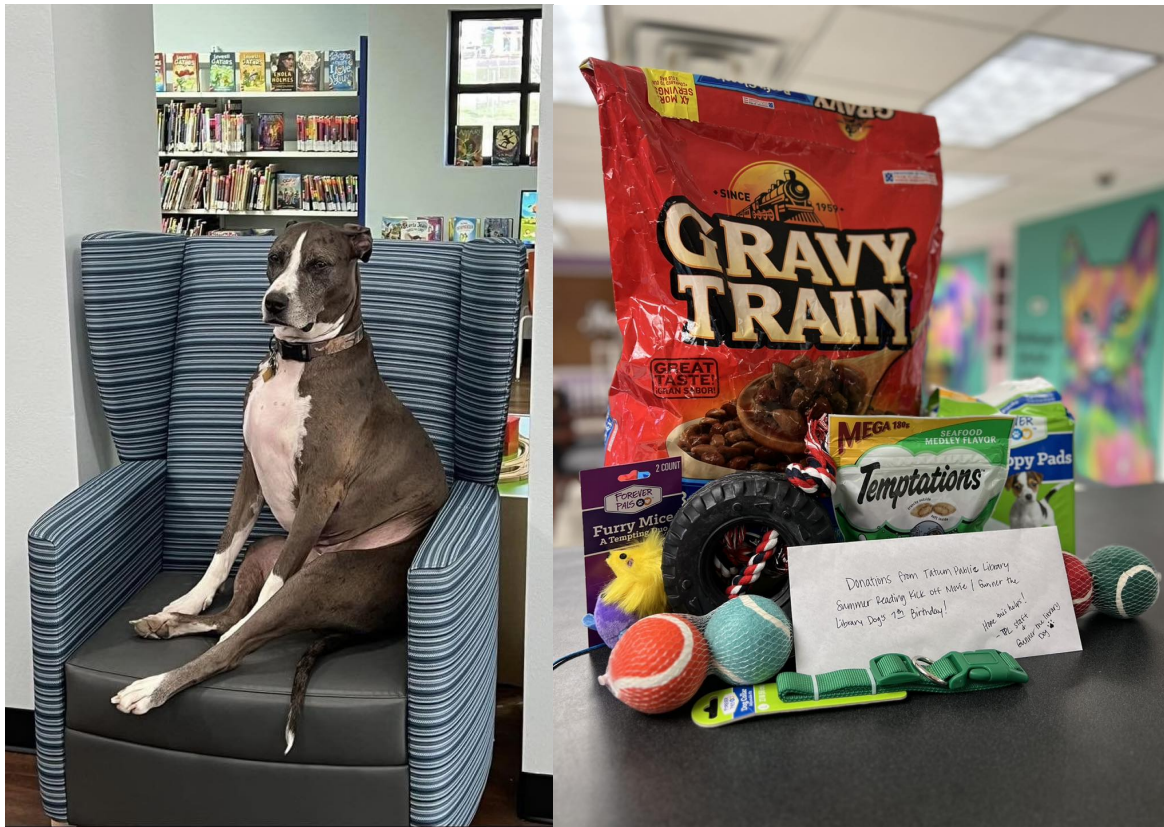
Henderson Animal Center and Protection

June 2023

We are waiving adoption fees at this time to facilitate more adoptions!



Gunner, the Tatum Library dog, donated items and money to our shelter in lieu of presents for his 7th birthday party!



Rusk County Library Children's Summer Reading Program came and read to all of our animals! Almost 100 individuals showed up to visit, read, and donate supplies to our pets!







With the unrelenting heat, we have continued to educate the public on proper pet care during hot weather.

A brown dog with its tongue out is positioned next to a large thermometer. The thermometer has two scales: Celsius on the left and Fahrenheit on the right. The red liquid in the thermometer is at approximately 100°F (38°C). The background is a bright orange gradient.

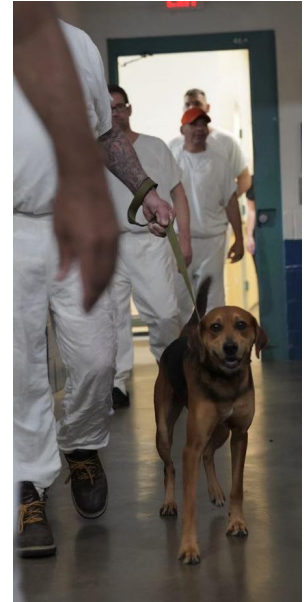
HOT WEATHER PET CARE

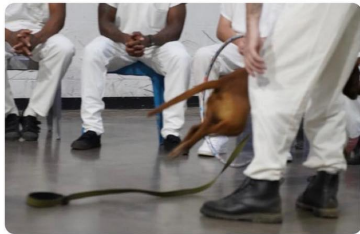
- *NEVER LEAVE YOUR DOGS UNATTENDED IN VEHICLES**
- *LEAVE YOUR DOGS AT HOME IF YOU ARE RUNNING ERRANDS, OR FOR OUTDOOR ACTIVITIES IF IT IS OVER 85°**
- *WHEN OUTSIDE, PROVIDE SHADE AND PLENTY OF FRESH COOL WATER**
- *IF YOU HAVE TO BE OUTSIDE, STAY OFF CONCRETE AND ASPHALT AND LIMIT ACTIVITY**
- *REMEMBER DOGS CAN'T SWEAT TO COOL DOWN, SO MONITOR YOUR FURRY FRIEND FOR SIGNS OF HEAT STROKE AND CALL YOUR VET IMMEDIATELY IF NECESSARY**

The logo for Henderson Animal Center and Protection, featuring a white paw print with a heart inside, surrounded by the text "Henderson Animal Center and Protection" in a circular border.

Our pups, that are now in Rusk County Second Chance Initiative's training program, showed off their skills at a demonstration. We were excited to have a representative there to watch! Several have been adopted, and the next round is getting ready.





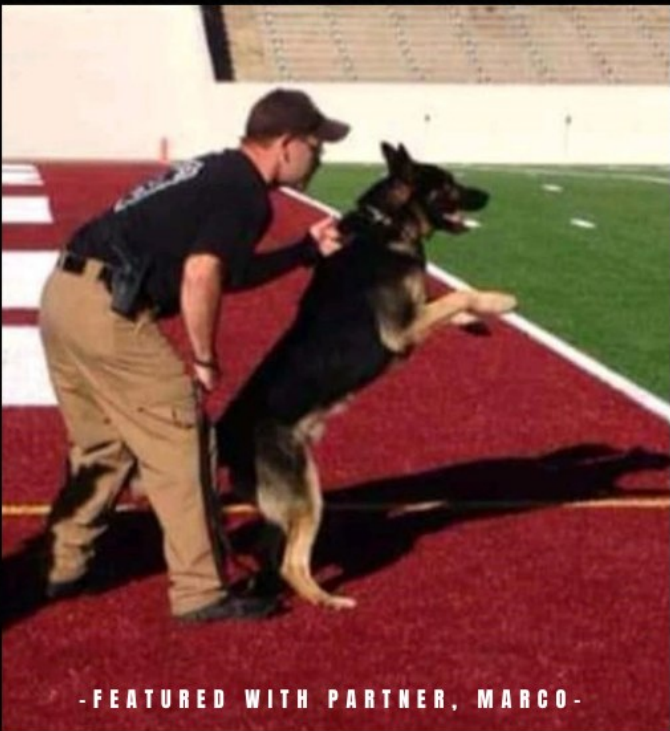




Rusk County Pets Alive cat program is rocking and rolling! They have helped with many cats in our care from medical needs, ferals, to friendly cats needing homes!



We are gearing up for our trainer challenge! Dog selections will start at the end of July.
Participants and sponsors are signing up!



HENDERSON TX ANIMAL CENTER'S
2023 PRO-AM
Trainer Challenge

SABINE RIVER K9
CURRENTLY TRAINING IN KILGORE

RETIRED K9 OFFICER
CITY OF KILGORE

MARINE VETERAN

- FEATURED WITH PARTNER, MARCO -

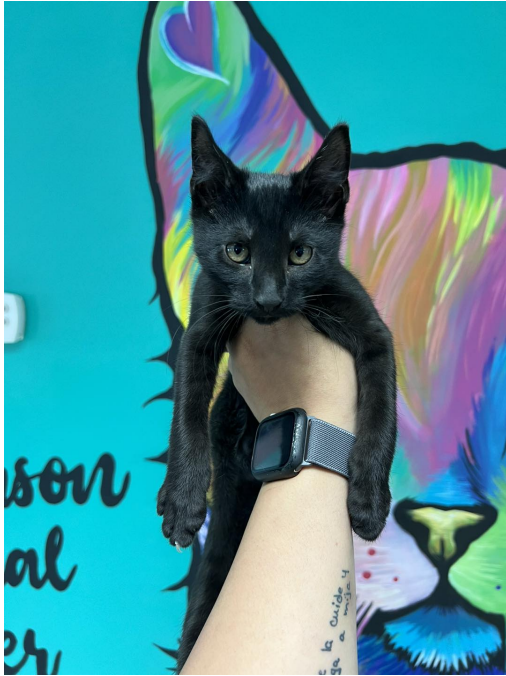
BRADY MIDDLEBROOKS
PROFESSIONAL TRAINER DIVISION | PLATINUM SPONSOR



Here are a few of our happy adoptions this month!















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/Billy Hughes

RE: Summary for the Month of June, 2023

MONTHLY TOTALS BUILDING CONSTRUCTION VALUE: June, 2023 \$5,711,933.61

MONTHLY TOTALS BUILDING CONSTRUCTION VALUE: June, 2022 \$993,610.00

ANNUAL TOTAL BUILDING CONSTRUCTION VALUE: TO DATE 2023 \$17,886,630.30

ANNUAL TOTAL BUILDING CONSTRUCTION VALUE: Thru June 2022 \$3,265,878.00

BUILDING INSPECTORS REPORT

CODE ENFORCEMENT REPORT

Building Inspections	9	Food Establishment Inspections	13
Electrical Inspections	16	Food Truck/Trailer Permits	16
Plumbing Inspections	16	High Grass & Weeds	6
Mechanical Inspections	3	Junk Vehicles	0
Stop Work Orders	2	Illegal Signs	10
Other-Driveway, slab, etc.	8	Sub-Standard Structure Inspections/Notifications	7
Residential Plan Review	1	Illegal Dumping /Road debris/Illegal storage	1
Commercial Plan Review	3	Restaurant Grease Trap Inspection	19
Sign Permits Review	4	Abatements	1
Certificate of Occupancy	4	Other	32

Commercial Building Permits Issued	3
Residential Building Permits Issued	7
Residential Demo Permits Issued	0
Residential Roof Permits Issued	270
Commercial Roof Permits issued	8
Commercial Demo Permit Issued	0

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

Board of Adjustments: The Board of Adjustments Met on June 13,2023 to consider 3 applications for Special Exception Use in the Urban Commercial District:

1. Phil Rogers was approved for a Banquet Hall at 102 N. Marshall.
2. Ryan Maddox was approved for a Type 1 Automobile Business at 101 N. Jackson.
3. Jason Bradshaw was approved for a temporary S.E. for his automobile hail repair business at 110 Richardson Dr.

Items of interest: Construction is proceeding on 2 new commercial buildings and a multi-family townhome. West Fraser is still working on their infrastructure and progressing at a good pace. A new Cell Phone store will soon be opening its doors soon.

Submitted by: Cliff McElfresh, Community Development Mgr.

Date:07/05/2023

Billy Hughes, Planning and Zoning Administrator



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

June 2023 Public Services Monthly Report



Special Projects and Updates:

- Frontier & Sparklight fiber optic is currently being installed throughout the city. Public Services has a crew dedicated to locating the City's utilities during the installation to protect City water, sewer, and storm sewer infrastructure.
- New water meters are being installed throughout the city by Performance Services. Approximately 2,200 new meters have been installed.
- Keep Henderson Beautiful won their 4th Governor's Community Achievement Award and are currently in the planning phase of beautification work on the traffic star and along HWY 79.
- Continually updating GIS mapping throughout the city.
- Assisting City of Overton with utilities distribution and sewer collection system maintenance.
- Public Services supervisors attended Leadership Training provided by Express Pros Personnel.
- Clearing property on the West side of Lake Forest Park for development.

Maintenance Work:

June 1st – 10th, 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, hotmix asphalt repairs on Russell and Gerald St, selective tree removal on west side of Lake Forest Park, repaired storm drain on Whippoorwill St, leveled patch on Glendale with flex base, repaired concrete patch on Dallas St, repaired French drain on Cindy Lou.
- Parks and Recreation – Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, repaired sprinklers at Lakewood Cemetery, Lake Forest Park, Heritage Square, and the Alley on Main, repaired turf management sprayer, trimmed low hanging limbs at Lakewood Cemetery, leveled graves at Lakewood Cemetery.
- Buildings and Grounds Maintenance – landscape maintenance around welcome to Henderson signs, service and repair mowing equipment, install

sign pole sockets and speed limit signs on MLK, clean Public Services Warehouse and haul off scrap metal, install a new indoor temperature sensor at Fire Station #1, pressure washed Yates Restrooms interior, service air conditioners at City Hall and the Community Center, dressed Fair Park softball infield, move furniture and filing cabinets out of old Annex building.

June 11th – 17th, 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, patched potholes throughout town, cut low hanging limbs in street, installed oversize rock at the end of storm drain behind Urgent Care, repaired Village St storm drain inlet, poured concrete slab for City Hall night-drop box, repaired storm drain at 404 N. Mill St, selective tree removal on west side of Lake Forest Park.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, update/convert cemetery records to GIS, repaired irrigation leaks at Lakewood Cemetery, level 6 graves at Lakewood Cemetery.
- Buildings and Ground Maintenance –service air conditioners at the Police Department, reset timeclock on Lake Forest fountain, repaired leaking sprinkler line at Lakewood Cemetery, met with designer on Heritage Square renovations, replaced fuel tank on riding mower, picked up trash around Public Services Warehouse, met with a contractor about vegetation maintenance at Lake Forest Park, rebuilt leaking faucets at the Animal Shelter.

June 18th – 24th, 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, leveled sink hole at 207 W. Collins St, camera inspection of storm drain on Thompson St, blade oil dirt on Parnell Dr, selective tree removal on west side of Lake Forest Park.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, sprayed selective and non-selective herbicides on City maintained properties, irrigation repair at Municipal Services Complex.
- Buildings and Grounds Maintenance – pressure washed Yates Restroom exterior, serviced Animal Shelter air conditioners, installed “no right turn” signs in front of the Library, repaired electrical receptacles on Verabank Plaza at Lake Forest Park, edit dates on Freedom Festival banners, mapped out vendor spaces for the Freedom Festival, determine power needs for Freedom Festival and reserve generators, pressure wash women’s restrooms at Fair Park, repair Community Center air conditioner, replaced control module on Musco lights at Fair Park softball field, reset time clock on fountain at Lake Forest Park.

June 25th – 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, clean up storm debris throughout town, install additional water faucets at Lake Forest Park for Freedom Festival vendors, vacuum soil out of storm drain on Boren St, selective tree removal on west side of Lake Forest Park, patched potholes throughout town.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, mulch flower beds and trees at Lake Forest Park for Freedom Festival, leveled any trip hazards at Lake Forest Park, picked up fallen tree limbs at Lakewood Cemetery.
- Buildings and Grounds Maintenance – met with contractor about stripping and waxing Police Department floors, repaired overhead door at Fire Station

#2, installed electrical receptacles on old Municipal Court for EMS to plug ambulances in during roof repair at Fire Station #1, repaired broken plumbing on City Hall irrigation pump, sealed leaking ductwork on old City Hall air conditioner, fabricate and install new lighting for Municipal Services Complex, met with Freedom Festival vendors, repaired air conditioner at the Civic Center.



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

From: Karen Arnall, Finance Director

Subject: Monthly Report

Date: July 20, 2023

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

Water/Sewer/Garbage Billing Recap Month Ending 5/31/2023

Type of service	Amount Billed	Consumption Billed	Count	
Garbage	\$ 171,062.45	-	5,420	-
Sales tax on garbage	\$ 12,789.88	-		-
Sewer Charges	\$ 194,841.17	39,855,828	4,428	-
Water Charges	\$ 288,743.88	65,220,122	4,767	
Sprinkler	\$ 8,182.78	1,478,040	357	-
Penalty	\$ 10,053.82	-	920	-
Water Taps	\$ 140.00	-	1	-
Sewer Taps	-	-	-	-
Service Chg/Back Flow	\$ 442.50	-	3	
Total Billing	\$ 686,256.48	106,553,990	15,896	

**INVESTMENT SUMMARY REPORT
OCTOBER 1, 2022-MAY 31, 2023**

FUND	AMOUNT									INT		
	INVESTED	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	TOTAL	RECEIVED	Y-T-D
	OCT 1,2022	Change	Change	Change	Change	Change	Change	Change	Change	INVESTED	IN MAY	INTEREST
GENERAL FUND	1,468,776	-1,213,659.00	412,788.00	-233,006.00	912,151.00	1,419,522.00	-673,975.00	-627,205.00	308,630.00	1,774,022	11,362	53,839
GF-RESTRICTED	66,498	0.00	0.00	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	0.00	0.00	1,800,000		
GF-MISC A/R	210,000	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	7,971.00	8,790.00	736,565	1,095	6,817
GENERAL CONSTR.	179,597	-31,117.00	-30,535.00	-19,445.00	-58,906.00	39,633.00	-22,605.00	872.00	37,857.00	95,351	85	933
EQUIPMENT REPL	365,316	141.00	648.00	741.00	792.00	755.00	859.00	146,845.00	998.00	517,095	997	5,849
STREET & DRAINAGE	293,160	-142,356.00	-12,048.00	-6,522.00	35,299.00	-83,092.00	-20,195.00	61,768.00	42,730.00	168,744	67	503
CEMETERY FUND	57,590	1,432.00	1,434.00	437.00	1,439.00	436.00	1,242.00	1,039.00	844.00	65,893	44	304
ANIMAL SHELTER	34,003	-306.00	409.00	14.00	955.00	-1,504.00	2,406.00	2,008.00	1,681.00	39,666	17	118
W/S FUND	353,122	-3,278.00	146,478.00	-144,561.00	342,360.00	-157,218.00	-138,576.00	-45,780.00	-27,932.00	324,615	2,572	17,528
W/S MIN.RESERVE	800,000	0.00	0.00	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	14.00	15.00	29,648		
W/S-RESTRICTED	106,592	0.00	0.00	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	65,606.00	115.00	88,434	48	412
MAIN STREET	22,542	-686.00	-176.00	-642.00	-932.00	1,726.00	-4,279.00	11,661.00	202.00	29,416	11	69
TOURISM	150,243	9,557.00	13,532.00	-208.00	-5,717.00	9,235.00	5,133.00	17,878.00	25,772.00	225,425	86	576
CIVIC CENTER	82	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	83	1	1
INSURANCE RESERVE	11,419	4.00	5.00	4.00	4.00	4.00	5.00	4.00	4.00	11,453	4	32
2018 BOND SERIES	892,356	1,374.00	-5,363.00	-8,500.00	1,684.00	1,893.00	2,153.00	2,185.00	2,363.00	890,145	2,363	15,439
TOTALS	7,251,140	-1,359,867.00	565,819.00	-362,438.00	1,541,486.00	1,304,064.00	-1,007,494.00	-355,134.00	402,069.00	7,979,645.00	18,753	102,420

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
May 2023**

DATE RECEIVED	TAX FOR MONTH	HOTEL NAME	TAXABLE MONTHLY RECEIPTS	7% TAX	1% RETAINER	AMOUNT PAID
6/7/2023	May	Baymont Inn	137,321.81	9,612.53	96.13	9,516.40
6/7/2023	May	Budget Inn (Sawan LLC)	25,318.28	1,772.28	17.72	1,754.56
6/20/2023	May	Economy Inn	2,716.82	190.17	1.90	188.27
6/2/2023	May	Holiday inn Express(Jayani Investments)	156,822.00	10,977.54	109.78	10,867.76
6/2/2023	May	Woodlawn Hills (Patel & Sons LTD)	28,360.00	1,985.20	19.85	1,965.35
6/7/2023	May	Motel 6	102,287.88	7,160.15	71.60	7,088.55
		Totals	452,826.79	31,697.87	316.98	31,380.89

SALES TAX MONEY

DATE	AD VALOREM TAX	H.E.D.C. SHARE	GENERAL FUND	TOTAL DEPOSIT	DIFFERENCE FROM LAST YEAR
Oct-22	163,729.09	163,729.09	327,458.18	654,916.36	107,899.50
Nov-22	208,295.39	208,295.39	416,590.78	833,181.55	121,406.76
Dec-22	164,491.11	164,491.11	328,982.22	657,964.44	85,708.70
Jan-23	168,489.10	168,489.10	336,978.21	673,956.41	90,311.38
Feb-23	227,917.72	227,917.72	455,835.43	911,670.86	169,607.75
Mar-23	138,613.74	138,613.74	277,227.47	554,454.94	-6,161.02
Apr-23	169,499.54	169,499.54	338,999.08	677,998.16	168,041.12
May-23	229,210.23	229,210.23	458,420.47	916,840.93	-4,500.45
Jun-23	180,538.01	180,538.01	361,076.01	722,152.02	91,230.66
Jul-23	206,673.84	206,673.84	413,347.67	826,695.34	203,379.37
Aug-23	0.00	0.00	0.00	0.00	
Sep-23	0.00	0.00	0.00	0.00	
	1,857,457.75	1,857,457.75	3,714,915.51	7,429,831.01	1,026,923.77

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	229,210	
APRIL	JUNE	99,509	128,332	111,569	\$ 130,329	143,875	157,730	180,538	
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	1,653,784	-
Average Monthly Sales Tax:		109,594	117,501	121,330	\$ 127,910	136,026	162,885	183,754	#DIV/0!
Annual % Change Over the Previous Year		-0.09	7.21%	3.26%	5.42%	6.35%	19.75%	-15.39%	-100.00%

CIVIC CENTER/PAVILION MONTHLY REPORT

JUNE

2023

CIVIC CENTER

Rental

Entire Hall	0	
1/3 Hall	6	Anthony Baby Shower, Harris Reunion, Jones bday Party, gotrips luncheon, Life Line Screenings, Bowman Oil,
2/3 Hall	4	New Life Church (x4), Integrity Financial, Vanzandt baby shower, Kilgore Police Academy training (x2), TX Natl Movement, Cox Bday party, Johnson baby shower
Reception Room	7	Body Shop Wellness (x2), Kilgore Police Academy training(x2), walgreens
Board Room	5	
TOTAL	22	

PAVILIONS

Rental

Yates Park	8	Walthers, LDS Church, 1st Meth. Preschool(x3), Pino, Toon, Paddie,
Fair Park	14	Chapman, Riley, Carr, Calvary, Corea, Hays, Armstrong, Childress, McClenan, CISD, Hays, Harris, 1st Bapt, Hopper
Lake Forest-Lion	2	Perrault, Wall
Lake Forest-Mann		
Lake Forest-Azalea		
Lake Forest-Gazebo	1	Wall
Lake Forest-Plaza		
TOTAL	25	

JUNE 2023

TEXAS HISTORICAL COMMISSION MAIN STREET RETREAT

This month I attended the Texas Historical Commission's Main Street Retreat in Denison, TX. On the first day of the conference we heard success stories from the Denison Development Alliance about their current "curb-less" streetscape project and how they go about planning projects for the future of Downtown Denison. The panel also shared about their innovative grant programs, and how they have helped transform Main Street. The second panel of the day discussed the city events and how music has shaped their community. On the second panel was a booking agent, who the city uses to negotiate band contracts and schedule special musical events year-round.



A nice welcome message was displayed on the historic Rialto Theater marquee.



The retreat was held at The Venue on Main, an event space in the heart of downtown.

TEXAS HISTORICAL COMMISSION MAIN STREET RETREAT - CONT.

On the second day of the retreat several of our sessions were held at different businesses downtown. We were able to hear the business owner's unique experiences while opening their storefronts, struggles they've faced, and resources, such as grants, they've been provided by the City of Denison. We were also given the opportunity to tour a spacious second floor apartment, as well as The Railyard, a reimagined historic building turned food hall, with second floor living. The developer of The Railyard held a great Q&A session with our group and explained how he chooses certain cities to work with, and what he looks for in a historic property to purchase. The third day of the retreat was held at the birthplace of President Eisenhower and was focused on Heritage Tourism in Texas.



The owner of Monsters on Main graciously let us tour both floors of her building. She utilizes the first floor as her custom upholstery business, while the second floor has been turned into a spacious two bedroom apartment. (left)

The Railyard Food Hall houses four separate restaurants which share the same seating area. This incubator-type storefront aims to help new restaurants gain experience and exposure before moving to their own locations. The second floor of this historic building was turned into three large apartments. (right)



FESTIVAL PREP.

This month I finalized food vendors for the Freedom Festival, held a vendor meeting, created volunteer food vouchers, and confirmed delivery of inflatables, light towers, and portable toilets. I also created a Google Form to use as a vendor application for the Syrup Festival, in addition to preparing entertainment contracts.

MAIN STREET UPDATE

The Promotion & Design Committee met to discuss and plan a celebration for the installation of the Strand Sign next month and discuss a mural design for an upcoming project. I received two applications for signage and facade changes this month, and scheduled an upcoming meeting for the Historic Preservation Committee.

MONTHLY OVERVIEW

June 2nd - Texas Main Street Overview Webinar

June 6th - Lessons Learned on Main Street Webinar

Customer Service Training

June 7th - Promotion & Design Committee Meeting

June 8th - Texas Historical Commission Design Meeting

June 13th - Main Street Foundations Webinar

Customer Service Training

June 20th-23rd - THC Texas Main Street Retreat

June 26th - Customer Service Training

June 29th - Freedom Festival Food Vendor Meeting

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

June 13, 2023

The Board of Adjustments met on the above date at 9:00 a.m. Members present were Alton Pryor, Cecilia Koch, Freddie Polk, Kenneth Orr, and Allen Stanley. Members unable to attend were Yuri Elizondo and Micah Johnson.

Marlen Villanueva acted as secretary to the board.

Chairman Kenneth Orr called the meeting to order at 9:02 a.m.

Agenda 2

Citizens Comments: there were no citizens comments.

Chairman Kenneth Orr asked for a motion regarding the minutes from the meeting held on May 9, 2023. Cecilia Koch made a motion to approve the minutes. The motion was duly seconded by Alton Pryor and with unanimous vote from the Board, the minutes were approved.

Agenda 4

Chairman Kenneth Orr opened a public hearing to consider an application for a Special Exception Use submitted by Phil Rogers that would permit him to operate a banquet hall in the Urban Commercial zone district. The property is described as 100 N Marshall.

Chairman Kenneth Orr turned the meeting over to Billy Hughes, Mr. Roger applied for a Special Exception Use that would permit him to operate a Banquet Hall/Event center. Mr. Rogers purchased the property in 2022. He has plans to complete the renovations of this historic building that the previous owner had started and have a small event center.

Chairman Orr asked if there were any questions or comments from the Board or citizens.

Mrs. Linda/ Rayford Floweriest had concerns about parking.

The event will only be at the weekends or after hours, shouldn't have any problems with parking.

Chairman Kenneth Orr declared this public hearing closed and asked for a motion.

Kenneth Orr asked the board to approve or disapprove the special request.

Altron Pryor made a motion to approve the request; duly seconded by Allen Stanly; vote was unanimous.

Chairman Kenneth Orr opened a public hearing to consider an application for a Special Exception Use submitted by Ryan Maddox that would permit him to operate a Type 1 Automobile Oriented Business in the Urban Commercial zone district. The property is described as 101 Jackson.

Chairman Kenneth Orr turned the meeting over to Billy Hughes, Mr. Maddox and his two partners leased the old Western Auto building with plans to have retail space for motorcycle parts, accessorize motorcycles in the shop area of the building.

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

Chairman Kenneth Orr declared this public hearing closed and asked for a motion.

Kenneth Orr asked the board to approve or disapprove the special request.

Altron Pryor made a motion to approve the request; duly seconded by Freddie Polk; vote was unanimous approved.

Chairman Kenneth Orr opened a public hearing to consider an application for a Special Exception Use submitted by Jason Bradshaw that would permit him to operate a Type 1 Automobile Oriented Business in the Urban Commercial zoned district. The property is described as 110 Richardson Drive.

Chairman Kenneth Orr turned the meeting over to Billy Hughes, Mr. Bradshaw leased a building due to the hail damaged vehicle (paintless dent repair). He will not be sanding or painting the vehicles, only removing dents. Our City Manager Jay Abercrombie issued a temporary Special Exception Use for Mr. Bradshaw to permit him to start repairing some of the many vehicles damaged in the recent hailstorm until the application could be considered by the Board of Adjustments.

The temporary use would only be needed for 12 to 18 months.

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

Chairman Kenneth Orr declared this public hearing closed and asked for a motion.

Kenneth Orr asked the board to approve or disapprove the special request.

Cecilia Koch made a motion to approve the temporary special request; duly seconded by Alton Pryor; vote was unanimously approved.

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