



THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, WILL MEET ON TUESDAY, THE 12TH DAY OF SEPTEMBER 2023, AT 6:00 P.M. FOR A REGULAR RESCHEDULED COUNCIL MEETING, AT THE MUNICIPAL SERVICES COMPLEX, 300 W. MAIN STREET, FOR THE FOLLOWING PURPOSES:

Mayor:

J.W. (Buzz) Fullen

Mayor Pro Tem

Henry Pace

Council Members:

District One Vacant
Reginald Weatherton
Melissa Morton
Gina Juarez

City Manager:

Jay Abercrombie

City Secretary

Cheryl Jimerson

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

CITIZENS COMMENTS

PRESENTATIONS/ANNOUNCEMENTS

1. National Night Out Proclamation.
2. Paint the Town Pink Proclamation.
3. Fire Prevention Week Proclamation.

CONSENT AGENDA

4. Consideration of possible action upon the minutes from the August 22nd and September 5th, 2023 Council meetings. (Jimerson)
5. Consideration and Possible Action upon HEDCO financials for July 2023 (Clary)
6. Consideration and possible action upon the City of Henderson's Holiday Schedule. (Jimerson)
7. Consideration and possible action approving Resolution 2023-09-04 naming the Henderson News as the official Newspaper for the City of Henderson. (Jimerson)

COUNCIL BUSINESS – REGULAR SESSION

8. Consideration and possible action awarding a bid for the HVAC System for Central Fire Station. (Chote/Holland)
9. Consideration and possible action upon Ordinance 2023-09-04 of the City of Henderson, Texas, authorizing the issuance and sale of City of Henderson, Texas, Tax Notes, Series 2023, in the approximate aggregate principal amount of two million dollars (\$2,000,000) for street improvements; levying a tax payment thereof; awarding the sale thereof; authorizing execution and delivery of a paying agent agreement and a note purchase agreement; approving a bond council engagement letter; and enacting other provisions relating to the subject. (Abercrombie/Arnall)
10. Consideration and possible action upon the second reading of Ordinance 09-01-2023 adopting the proposed 2023-2024 budget. (Abercrombie)

11. Consideration and possible action upon the second reading of Ordinance 09-02-2023 adopting the proposed tax rate. (Abercrombie)
12. Consideration upon the first reading of Ordinance 2023-09-03 canceling the November 7th, 2023 Municipal Election declaring the unopposed applicants as the Council Members for Districts one, four and five. (Jimerson)
13. Consideration and possible action to approve an application re-plating a 10.227 tract known as the LSD Subdivision within the City's ETJ. (Hughes/McElfresh)
14. Consideration and possible action upon Resolution 2023-09-05 nomination to the Rusk County Appraisal District Board of Directors for the 2024-2025 term. (Abercrombie)
15. Consideration and possible action upon amending the HEDCO Bylaws. (Clary)

DEPARTMENTAL REPORTS:

16. 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 July 2023
 - L. Director of Operations Departmental Reports below.
 - Civic Center
 - Main Street/Tourism
 - Municipal Court

BOARDS AND COMMISSIONS

Board of Adjustments Minutes
Planning and Zoning Minutes
Cemetery Board Meeting Minutes
Main Street Meeting Minutes
Preservation Minutes

EXECUTIVE SESSION:

REGULAR SESSION:

ADJOURNMENT

17. Adjourn

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real

Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

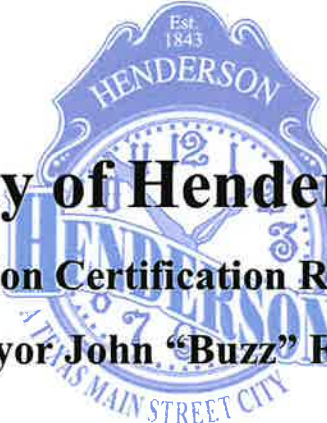
ACCESSIBILITY STATEMENT

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

CERTIFICATE

I certify the foregoing notice was posted on the notice board in front of the Municipal Services Complex, Henderson, Texas, on this 7th day of September 2023.

Cheryl Jimerson, City Secretary



City of Henderson

Proclamation Certification Request Form

Mayor John "Buzz" Fullen

Contact Person Information

Name of Contact Person Sgt. Charles Helton
Street Address 800 Lake Forest
City Henderson County Rusk State TX Zip 75054
Phone (903) 657-3512 Ext 349 Cell Phone (903) 646-0918
Email Chelton@hendersontx.us

Proclamation information

Name of Individual _____
Group or Organization Henderson Police Department
Name of Title or Event Texas National Night Out
Proclamation Date Tue October 3, 2003 Choose One ☒ Day ☐ Week ☐ Month

What do you want your proclamation to say? Proclamation must have enough information to make four to six "WHEREAS" clauses.

- See Attached Proclamation
September 12, 2023 Agenda

Please fill out and submit this form no later than thirty (30) days before your desired date to:

City Hall

400 West Main St

Henderson, Tx 75652



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

Proclamation

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on The state of Texas and select areas celebrate Tuesday, October 3, 2023 entitled “National Night Out”; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in Henderson, Texas to join over 38 million neighbors across 16 thousand communities from all 50 states, U.S. territories and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS, neighbors in Henderson, Texas assist the local law enforcement agencies through joint community-building efforts and support National Night Out 2023; and

WHEREAS, it is essential that all neighbors of Henderson come together with police and work together to build a safer, more caring community; and

NOW, THEREFORE I, Mayor Buzz Fullen / City Council do hereby call upon all neighbors of Henderson, Texas to join your organization and National Association of Town Watch in support for National Night Out on Tuesday, October 3, 2023.

FURTHER, LET IT BE RESOLVED THAT I, Mayor John “Buzz” Fullen / City Council, do hereby proclaim October 3, 2023) as “National Night Out” in Henderson, Texas.

PAINT THE TOWN PINK

WHEREAS, October is National Breast Cancer Awareness Month; and

WHEREAS, breast cancer is the leading cause of cancer death among women age 40-50 in the United States, and is second only to lung cancer in cancer deaths among women in our country; and

WHEREAS, the Pink Ribbon and the color pink have come to symbolize the fight against breast cancer; and

WHEREAS, Henderson Fire Department strives to raise community awareness of cancer and the benefits of early detection, which increases the chances of survival.

NOW, THEREFORE, I, John (Buzz) Fullen, Mayor of the City of Henderson, Texas do hereby proclaim the month of October, as **“Paint the Town Pink”** and I urge the citizens and businesses of Henderson to wear pink and join the staff at Henderson Fire Department, the City of Henderson, and Rusk County Area Chamber of Commerce in promoting breast cancer awareness.”

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Henderson to be affixed this the 12th day of September 2023.

John W. Fullen, Mayor

PROCLAMATION FIRE PREVENTION WEEK

WHEREAS, each year, fires harm property and lives in Texas; and

WHEREAS, Henderson Fire Department is committed to increasing public awareness about fire prevention and life-saving strategies; and

WHEREAS, the 2023 Fire Prevention Week theme, “**Cooking Safety starts with YOU. Pay Attention to Fire Prevention**” effectively serves to remind us that you need to make sure your smoke and CO alarms meet the needs of everyone in your home, including those with sensory or physical disabilities; and

WHEREAS, every smoke alarm must be properly working to be effective. A single “chirp” every 30 to 60 seconds means the battery is low and must be changed and the smoke alarm will need to be changed every 10 years or when the battery chirps continuously; and

WHEREAS, every Carbon Monoxide alarm should also be in working order. A single “chirp” every 30 to 60 seconds means the battery is low and must be changed and if you hear a continuous set of four loud beeps, carbon monoxide is present in your home. If this should happen, go outside and call 9-1-1 and stay outside.

NOW, THEREFORE, I, John W. Fullen, Mayor of the City of Henderson, Texas do hereby proclaim October 8 - 14, 2023 as “**FIRE PREVENTION WEEK**” in Henderson and ask that all citizens remember that this week commemorates the great Chicago Fire of 1871, which killed more than 250 persons, left 100,000 homeless and destroyed more than 17,400 buildings. I call upon the citizens of Henderson to participate in fire prevention activities at home, work and school, and to heed this year’s message: **Cooking Safety starts with YOU. Pay Attention to Fire Prevention** as the 2023 Fire Prevention Week theme suggests.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Official Seal of the City of Henderson to be affixed this the 12th day of September, 2023.

John W. Fullen, Mayor

MINUTES OF THE
HENDERSON CITY COUNCIL
Regular Rescheduled Council Meeting

September 5, 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 6:04 p.m.

Council members present were District 1 vacant, 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, Fire Chief Rusty Chote, Director of Public Services Kirk Kimbrell, Director of Utilities Randy Boyd, Finance Director Karen Arnall, Animal Center Director Charissa Pool, Civic Center Manager Stephanie Kimbrell, and Communications and Marketing Coordinator Phedra Johnson.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Reggie Weatherton gave the invocation, Mayor Fullen led the Pledges.

CITIZENS COMMENTS

There were no citizens' comments.

PRESENTATIONS/ANNOUNCEMENTS

There were no presentations.

COUNCIL BUSINESS – REGULAR SESSION

1. Open a second public hearing on the City of Henderson proposed 2022-23 Budget. (Mayor)

Mayor Fullen opened a public hearing at 6:06 p.m. on the 2023-2024 proposed budget.

City Manager Jay Abercrombie explained why the city is proposing not using the deminis rate as the public notice was run in the Henderson Newspaper.

2. Motion to close the budget public hearing. (Mayor)

Council Member Melissa Morton made a motion to close the public hearing at 6:13 p.m., duly seconded by Council Member Gina Juarez. The vote was unanimous.

3. Open a public hearing on the 2023-24 proposed tax rate. (Mayor)

Mayor Fullen opened a public hearing at 6:13 p.m. on the proposed tax rate.

There were no questions from the council or the public.

4. Motion to close the tax rate public hearing. (Mayor)

Council Member Gina Jurez made a motion to close the public hearing at 6:14 p.m., duly seconded by Council Member Reggie Weatherton. The vote was unanimous.

5. Consideration upon the first reading of Ordinance 2023-09-01 adopting the 2023-2024 budget. (Abercrombie)

Council had no questions or comments on the first reading of Ordinance 2023-09-01.

6. Consideration upon the first reading of Ordinance 2023-09-02 adopting the 2023-2024 tax rate. (Abercrombie)

Council had no questions or comments on the first reading of Ordinance 2023-09-02.

ADJOURNMENT

7. Adjourn

Council Member Gina Juarez made a motion to adjourn at 7:11 p.m., duly seconded by Council Member Melissa Morton. The vote was unanimous.

ATTEST:

APPROVED:

Cheryl Jimerson, City Secretary

John Fullen, Mayor

MINUTES OF THE
HENDERSON CITY COUNCIL

August 22, 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 6:10 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, 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, Zoning Coordinator Billy Hughes, Civic Center Manager Stephanie Kimbrell, Executive Leadership Assistant/HR Specialist Hillary Faulkner, and Communications and Marketing Coordinator Phedra Johnson.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Mayor Fullen gave the invocation and led the Pledges.

CITIZENS COMMENTS

Joe Ray of Gladewater presented the Council with a pamphlet explaining the Pro-Am Challenge that he is promoting along with the Henderson Animal Center to help clear the shelters.

PRESENTATIONS/ANNOUNCEMENTS

1. Proclamation declaring a wildfire state of disaster by Governor Abbott

Mayor Fullen initiated the State of Disaster Proclamation that Governor Abbott issued August 11, 2023.

2. National Night out Proclamation

Proclamation will be initiated at the September 12th Council Meeting.

CONSENT AGENDA

3. Consideration of possible action upon the minutes of July 25 and August 8, 2023. (Jimerson)

4. Consideration and Possible Action upon HEDCO financials for June 2023 (Clary)

5. Consideration and possible action upon route for Ebenezer Baptist Church 10K, 5K, and 1K Resurrection Run/walk scheduled for March 23, 2024, starting at 7 a.m. (Taylor/Chote)

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

COUNCIL BUSINESS – REGULAR SESSION

6. Consideration and possible action upon Resolution 2023-07-03 making emergency repairs to the Central Fire Station Roof, a tabled item from the July 25th meeting. (Holland/Chote)

Mayor Fullen noted the item is not for the roof emergency repair but for the attic emergency repair to Central Fire Station.

Council Member Reggie Weatherton made a motion to approve the emergency repair to the attic, duly seconded by Council Member Henry Pace. The vote was four for and one against.

7. Consideration and possible action upon entering an interlocal agreement for Health Benefits with TX Health Benefits Pool. (Arnall/Abercrombie)

City Manager Jay Abercrombie explained to the Council, that annually, the City reviews bids provided for employee insurance. The City is currently under a contract for Vision, Dental and Life & Disability. With the assistance of McAnally Wilkins Inc., the City renewed the health insurance contract and remained with TML Health, which is now TX Health.

Under this renewal, the total annual cost for health insurance premiums for the city would be \$1,328,832.65.

8. Open a public hearing on the City of Henderson's proposed 2023-24 Budget. (Mayor)

Mayor Fullen opened a public hearing at 6:26 p.m. on the 2023-2024 proposed budget..

9. Motion to close the budget public hearing. (Mayor)

Council Member Gina Juarez made a motion to close the public hearing, duly seconded by Council Member Reggie Weatherton. The vote was unanimous.

10. Consideration and possible action upon taking a record vote for the proposed 2023 property tax rate. (Abercrombie/Jimerson)

Council Member Melissa Morton made a motion to approve the proposed 2023-24 tax rate, duly seconded by Council Member Wes Breitenberg. The vote was unanimous.

11. Consideration and possible action upon the Order of a Municipal Election to be held November 7, 2023. (Jimerson)

Council Member Henry Pace made a motion to approve the order of election, duly seconded by Council Member Reggie Weatherton. The vote was unanimous.

12. Conduct a Public Hearing on the proposed City of Henderson Property Assessed Clean Energy (PACE) program. (Mayor)

Mayor Fullen opened a public hearing on the PACE program.

13. Motion to close the PACE program public hearing. (Mayor)

Council Member Gina Juarez made a motion to close the public hearing, duly seconded by Council Member Wes Breitenberg. The vote was unanimous.

14. Consideration and possible action on Resolution 2023-08-01 Establishing the City of Henderson PACE program. (Jimerson)

Council Member Melissa Morton made a motion to approve Resolution 2023-08-01, duly seconded by Council Member Wes Breitenberg. The vote was unanimous.

15. Consideration and possible action approving a professional services agreement with Texas PACE Authority to administer the City of Henderson PACE Program. (Jimerson)

Council Member Henry Pace made a motion to approve the professional services agreement with the Texas Pace Authority (PACE) , duly seconded by Council Member Gina Juarez. The vote was unanimous.

16. Consideration and possible action rescinding the Juvenile Curfew Ordinance # 2023-04-04 to comply with HB 1819. (Taylor)

Police Chief Chad Taylor explained to the Council that the Texas House Bill 1819 will make the Curfew Ordinances illegal in the State of Texas and goes into effect on September 1, 2023, asking the Council to rescind Ordinance 2023-04-04.

Council Member Reggie Weatherton made a motion to rescind the ordinance, duly seconded by Council Member Henry Pace. The vote was unanimous.

17. Consideration and possible action upon the Civic Center Board re-appointment of five members and one appointment for Civic Center Advisory Board Members (S. Kimbrell)

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

18. Consideration and possible action upon amending the HEDCO Bylaws. (Clary)

Mayor Fullen announced the HEDCO Bylaws were not ready at this time and asked for a motion to table the item.

Council Member Gina Juarez made a motion to table this item, duly seconded by Council Member Wes Breitenberg. The vote was unanimous.

19. Consideration and possible action upon HEDCO Program of Work for fiscal year 2023-2024.(Clary)

Council Member Henry Pace made a motion to approve the program of work, duly seconded by Council Member Reggie Weatherton. The vote was unanimous.

20. Consideration and possible action upon HEDCO Budget for fiscal year 2023-2024.(Clary)

Council Member Gina Jurez made a motion to approve the proposed budget, duly seconded by Council Member Henry Pace. The vote was unanimous.

21. Consideration and possible action upon the dedication of Bane Blvd. to the City of Henderson. (Hughes)

Council Member Reggie Weatherton made a motion to approve the dedication of Bane Blvd., duly seconded by Council Member Henry Pace. The vote was unanimous.

DEPARTMENTAL REPORTS:

22. 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 June 2023

L. Director of Operations Departmental Reports below.

Civic Center

Main Street/Tourism

Municipal Court

BOARDS AND COMMISSIONS

Board of Adjustments Minutes

Planning and Zoning Minutes

Cemetery Board Meeting Minutes

Main Street Meeting Minutes

Preservation Minutes

EXECUTIVE SESSION:

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

Mayor Fullen convened into executive session at 6:57 p.m.

REGULAR SESSION:

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

Mayor Fullen reconvened into regular session at 7:50 p.m. stating there was no action to take from the executive session.

Council Member Wes Breitenberg wanted to thank all the voters of District One for voting him into office. He thanked the Council and staff for a great two years as a Council Member, then announced his resignation in order to be able to go to work for the City of Henderson.

ADJOURNMENT

25. Adjourn

Council Member Gina Juarez made a motion to adjourn at 7:51 p.m., duly seconded by Council Member Henry Pace. The vote was unanimous.

ATTEST:

APPROVED:

Cheryl Jimerson, City Secretary

John Fullen, Mayor



City Council

Agenda Item # 5.

SUBJECT: Consideration and Possible Action upon HEDCO financials for July 2023 (Clary)

MEETING DATE: September 12, 2023

DEPARTMENT: HEDCO

CONTACT: John Clary, HEDCO Director

RECOMMENDED CITY COUNCIL ACTION: Review and Approve HEDCO financials for July 2023

ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. HEDCO FINANCIALS 2022-2023 (Updated Thru 2023-07-31)
2. HEDCO TYPE B FINANCIALS 2022-2023 (Updated Thru 2023-07-31)

HEDCO - APPROVED BUDGET 2022-2023

	A	B	C	D	E	F	G	H	I	J	K
1	Last Edit Date:		August 14, 2023	TYPE A - EDC							
2	Budget approved:		HEDCO - 8/11//2022	06/30/2023 Checking Acct. # 4911857 Balance				\$	980,490.05		
3	Budget approved:		City Council 8/23/2022	06/30/2023 Money Market Acct. # 4011759 Balance				\$	3,164,040.26		
4	Budget amended:		July 18, 2023	06/30/2023 Type B Checking Acct. # 4271963 Balance				\$	2,387,623.80		
5				Total Account Balances				\$	6,532,154.11		
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	7/31/2023	7/31/2023	Budget	Notes
9				12	12				10	83%	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		1,860,457.77	106%	
12	3025		Interest Income - Banks	40,000.00	40,000.00		165,500.00	10,768.37	140,255.15	85%	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		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		12,800.00		12,800.00	100%	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		115,463.13		Winly Foods reimbursement on incentive
17		TOTAL REVENUE		1,630,769.07	1,630,769.07		2,167,009.73	10,768.37	2,252,222.65	104%	
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	7/31/2023	7/31/2023	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	6119		High Demand Job Training Grant #5				50,000.00				
27	6120		Proj Provalus - Remodel Old City Hall Complex					36,504.16	57,166.16		Project Provalus
28	6200		Business Incentives for new or existing businesses	500,000.00	500,000.00		350,000.00	4,000.00	4,000.00		Reserve for Incentive for New Businesses. \$5,000 per job x 100 jobs.
29	6190		Matching Grants for Business Retention -Ind. Park				150,000.00				
30											
31			Total Economic Development Expenses	603,000.00	603,000.00		550,000.00	40,504.16	61,166.16	10%	
32											
33	Supplies, Office Expenses and Professional Services										
34	6501		Accounting (Monthly Bookkeeping + Annual Audit)	12,000.00	12,000.00		12,000.00	375.00	9,040.00	75%	PB&J Accounting, Auditor Morgan LaGrone CPA
35	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.
36	6503		Legal (Attorney)	30,000.00	30,000.00		30,000.00	3,715.00	32,454.57	108%	Legal fees
37	6504		Office Expenses	1,500.00	1,500.00		1,500.00	394.11	2,533.03	169%	Office supplies, copy paper, printer cartridges, computers, printer, furniture, bookshelves, storage, etc.
38	6505		Postage & Shipping	100.00	100.00		100.00		226.20	226%	Stamps, Fed-Ex, UPS

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	7/31/2023	7/31/2023	Budget	Notes
39	6506		Property Tax						70.53		Copy machine tax
40	6507		Telephone, Cell (Admin)	600.00	600.00		600.00	50.00	500.00	83%	Office Phone, Cell for Adm. Asst.
41	6508		Utilities - HEDCO Offices								Potential utilities in new building.
42	6509		Professional Services - Consulting Fees, Engineering, Design, Architectural (Part of Capital Expenses)	143,192.50	143,192.50		225,000.00	13,887.25	187,955.36	84%	New Business Park, Professional Services, Property Surveys, Engineering, Phase 1 Environmentals, Streets, Drainage, Sidewalks, Water, Sewer, Fiber, Natural Gas
43			Subtotal - Supplies, Office Expenses and Professional	188,892.50	188,892.50		270,700.00	18,421.36	234,279.69	124%	
44											
45			Personnel Expenses								
46	7001		Contract Labor - Executive Director (with City)	144,420.00	144,420.00		161,539.00	10,776.62	127,776.46	79%	Salary, Insurance, Retirement, Cell Phone, Car Allowance, W/H invoiced by City of Henderson,
47	7002		Insurance Life - Adm. Asst.	1,200.00	1,200.00		1,200.00	415.79	4,176.14		Life Insurance - Office Manager Karen Smith
48	7003		Insurance Health - Adm. Asst.	4,775.00	4,775.00		5,044.00		3,760.35	75%	Medical Insurance - Office Manager Karen Smith
49	7004		Insurance Worker's Comp - Adm. Asst.	396.00	396.00		396.00		381.52	96%	Hartford Ins. - Office Manager Karen Smith
50	7007		Retirement -Adm. Asst.	3,300.00	3,300.00		4,000.00	1,103.90	3,957.98	99%	Kansas City Life - Office Manager Karen Smith
51	7008		Salary - Adm. Asst.	44,950.00	44,950.00		49,850.00	7,994.00	45,549.63	91%	Salary - Office Manager Karen Smith
52	7009		Payroll Taxes - Adm Asst.	4,200.00	4,200.00		4,950.00	680.45	4,126.45	83%	Payroll Taxes - Office Manager Karen Smith
53	7010		Contract Labor - Dir. of Marketing/Business Dev.	108,280.00	108,280.00		108,280.00	7,887.20	59,622.94	55%	Salary, Insurance, Retirement, Cell Phone, Car Allowance, W/H invoiced by City of Henderson. Director of Marketing
54	7011		Insurance Health - Dir. of Marketing				3,940.00	437.46	3,062.22	78%	Health Insurance - Director of Marketing
55	7020		Contract Labor - Administrative Assistant								
56			Subtotal - Personnel Expenses	311,521.00	311,521.00		339,199.00	29,295.42	252,413.69	74%	
57											

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	7/31/2023	7/31/2023	Budget	Notes
58	Program Expenses										
59	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.
60	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
61	7203		Advertising and Marketing	55,100.00	55,100.00		70,100.00	6,191.80	34,423.16	49%	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
62	7204		Meetings and Entertainment	14,500.00	14,500.00		14,500.00	253.17	3,918.52	27%	Meeting refreshments, BREP meals, Prospect Hosting, Industry Appreciation Luncheon
63	7205		Dues, Memberships & Subscriptions	17,285.00	17,285.00		17,250.00	281.84	6,300.32	37%	Chamber of Commerce, TEDC, Rotary, Team Texas, ICSC, NETEDR, Adobe AcrobatDC (2), Place Marketing, also Computer Programs & Subscriptions
64	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	440.71	7,792.46	31%	TEDC Conferences, Training Workshops, Webinars, PFIA Training, Software Technical Assistance, Rusk County Days Austin Trip, Admin Assistant Mileage.
65	7207		Non Engineering Studies	4,250.00	4,250.00		2,000.00				ETCOG Broadband Study Match
66	7208		Special Projects								
67	7209		BREP Matching Grant Program (Type B Program) (Placeholder)	-							Business Retention - Matching grants for current or new businesses in current industrial parks.
68			Subtotal - Program Expenses	145,523.00	145,523.00		150,344.00	7,167.52	68,603.46	46%	
69											

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	7/31/2023	7/31/2023	Budget	Notes
70	Repairs and Maintenance (Non-Capital Expenses)										
71	7302		Property Maintenance - Frisco Street Parcel (29 acres)	4,000.00	4,000.00		4,000.00	(3,000.00)	3,565.00	89%	Maintenance (Mowing, Clearing, Trimming, water detention, etc)
72	7303		Property Maintenance - Taylor Street/Greenbelt	1,000.00	1,000.00		600.00	150.00	500.00	83%	Greenbelt Maintenance
73	7304		Property Maintenance - Old Industrial Park				40,000.00	34,513.75	34,513.75		
74	7305		Property Maintenance - East Texas Regional Business Park	20,000.00	20,000.00		35,000.00	50,050.00	51,100.00	146%	Mowing, trimming, repairs & maintenance
75	7306		Monument and Wayfinding Sign - Industrial Park								Sign at CR 203 & Loop 571 (TXDOT Won't Allow)
76	7307		Railroad Preventative Maintenance (Ties)								To facilitate NETRMA Grant for RR ties. \$240,000 reimbursement (Completed)
77	7308		Remodel CAC Bldg & Furnishings								Remodel cost, conference table & chairs, wiring, furnishings
78	7309		Property Maintenance - Old City Hall Complex					1,701.34	1,701.34		
79			Subtotal - Repairs and Maintenance (Non-Capital)	25,000.00	25,000.00		79,600.00	83,415.09	91,380.09	115%	
80											
81	TOTAL EXPENSES			1,273,936.50	1,273,936.50		1,389,843.00	178,803.55	707,843.09	51%	
82											

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	7/31/2023	7/31/2023	Budget	Notes
83	CAPITAL OUTLAY										
84	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.
85	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	472,059.11	2,575,387.07	68%	John Wright Construction, Few Land & Timber & Other Contractors \$4,900 moved to 7203 (Advertising)
86	7503		Grant Match for TCF Grant - Morris Street								TCF Program was Shelved by TX Ag Commission
87	7504		Speculative Building - Design and Construction								Engineer, design and construct a 20,000 sq ft building. On HOLD
88			Total Capital Outlay	2,900,000.00	2,900,000.00		4,200,000.00	472,059.11	2,575,387.07	61%	
89											
90	TOTAL EXPENDITURES (Expenses + Capital Outlay)			4,173,936.50	4,173,936.50		5,589,843.00	650,862.66	3,283,230.16	59%	
91	Totals										
92			Total Revenues	1,630,769.07	1,630,769.07		2,167,009.73	10,768.37	2,252,222.65	104%	
93			(Less) Total Expenditures	4,173,936.50	4,173,936.50		5,589,843.00	650,862.66	3,283,230.16	59%	
94	Net Increase/Decrease In Unrestricted Net Assets			(2,543,167.43)	(2,543,167.43)		(3,422,833.27)	(640,094.29)	(1,031,007.51)	30%	
95			Receivable for Loan - Rusk County Rural Rail District	-	13,333.34				-		(1-month) Receivables accrue on the Balance Sheet
96			Total Available to Contribute to Fund Balance	(2,543,167.43)	(2,529,834.09)		(3,422,833.27)	(640,094.29)	(1,031,007.51)	30%	Operating income less operating expenses
97											
98	Potential Transfer From Fund Balance										Projected Expenditures In Excess of Annual Income
99											
100	FINAL BALANCE			-2,543,167.43	-2,529,834.09		-3,422,833.27	-640,094.29	-1,031,007.51		

HEDCO - Type B Financials 2022-2023

	A	B	C	D	E	F	G	H	I
1	Last Edit Date:		August 17,2023						
2	Budget approved:								
3	Budget approved:								
4	Budget amended: July 18, 2023								
5	Bank Account Balance		Type B Acct. # 4271963	\$	2,387,623.80	7/31/2023			
6									
7				APPROVED		Y-T-D			
8				BUDGET	1-Month Ended	2022-2023	% Of		
9	Acct.#		Description	2022-2023	0731/2023	7/31/2023	Budget	Notes	
10					12	10	83%	Percent of year completed	
11	REVENUE								
12	3010		Sales Tax Revenues Type B	2,200,000.00	206,673.84	1,860,457.77	85%	Fiscal year receipts	
13	3025		Interest Income - Type B	27,500.00	5,362.94	17,442.39	63%		
14	3090		Other (Misc) Revenue						
15		TOTAL REVENUE		2,227,500.00	212,036.78	1,877,900.16	84%		
16									
17	EXPENDITURES								
18	Economic Development Expenses								
19	6116		Henderson Canvas Products, Inc.						
20	6200		Business Incentives for new or existing businesses						
21	6190		Matching Grants for Business Retention -Ind. Park						
22									
23		Total Economic Development Expenses		-	-	-	#DIV/0!		
24									
25	Supplies, Office Expenses and Professional Services								

HEDCO - Type B Financials 2022-2023

	A	B	C	D	E	F	G	H	I
7					APPROVED		Y-T-D		
8					BUDGET	1-Month Ended	2022-2023	% Of	
9	Acct.#		Description		2022-2023	0731/2023	7/31/2023	Budget	Notes
26	6501		Accounting (Monthly Bookkeeping + Annual Audit)						
27	6502		Insurance - General Liability						
28	6503		Legal (Attorney)						
29	6504		Office Expenses						
30	6505		Postage & Shipping						
31	6506		Property Tax						
32	6507		Telephone, Cell (Admin)						
33	6508		Utilities - HEDCO Offices						
34	6509		Professional Services - Consulting Fees, Engineering, Design, Architectural (Part of Capital)						
35			Subtotal - Supplies, Office Expenses and Professional		-	-	-	#REF!	
36									
37			Personnel Expenses						
38	7001		Contract Labor - Executive Director (with City)						
39	7002		Insurance Life - Adm. Asst.						
40	7003		Insurance Health - Adm. Asst.						
41	7004		Insurance Worker's Comp - Adm. Asst.						
42	7007		Retirement -Adm. Asst.						
43	7008		Salary - Adm. Asst.						
44	7009		Payroll Taxes - Adm Asst.						
45	7010		Contract Labor - Dir. of Marketing/Business Dev.						
46	7011		Insurance Health - Dir. of Marketing						
47	7020		Contract Labor - Administrative Assistant						

HEDCO - Type B Financials 2022-2023

	A	B	C	D	E	F	G	H	I
7					APPROVED		Y-T-D		
8					BUDGET	1-Month Ended	2022-2023	% Of	
9	Acct.#		Description		2022-2023	07/31/2023	7/31/2023	Budget	Notes
48			Subtotal - Personnel Expenses		-	-	-	#DIV/0!	
49									
50			Program Expenses						
51	7201		Website Annual License Fees						
52	7202		Website Development, Maintenance, Upgrades, etc.						
53	7203		Advertising and Marketing						
54	7204		Meetings and Entertainment						
55	7205		Dues, Memberships & Subscriptions						
56	7206		Training & Travel - Non-Marketing Conferences, Webinars, Seminars and Training (Including Travel)						
57	7207		Non Engineering Studies						
58	7208		Special Projects						
59	7209		BREP Matching Grant Program (Type B Program) (Placeholder)						
60			Subtotal - Program Expenses		-	-	-	#DIV/0!	
61									
62			Repairs and Maintenance (Non-Capital Expenses)						
63	7302		Property Maintenance - Trisco Street Parcel (29 acres)						
64	7303		Property Maintenance - Taylor Street/Greenbelt						
65	7304		Property Maintenance - Old Industrial Park						
66	7305		Property Maintenance - East Texas Regional Business Park						
67	7306		Monument and Wayfinding Sign - Industrial Park						
68	7307		Railroad Preventative Maintenance (Ties)						

HEDCO - Type B Financials 2022-2023

	A	B	C	D	E	F	G	H	I
7					APPROVED		Y-T-D		
8					BUDGET	1-Month Ended	2022-2023	% Of	
9	Acct.#		Description		2022-2023	0731/2023	7/31/2023	Budget	Notes
69	7308		Remodel CAC Bldg & Furnishings						
70			Subtotal - Repairs and Maintenance (Non-Capital)		-	-	-	#DIV/0!	
71									
72			TOTAL EXPENSES		-	-	-	#DIV/0!	
73									
74			CAPITAL OUTLAY						
75	7501		Purchase of Property for New Business Park						
76	7502		East Texas Reg. Business Park - Capital Expenditures - Utilities & Street Improvements, Land Clearing, Sidewalks, Pond improvements						
77	7503		Grant Match for TCF Grant - Morris Street						
78	7504		Speculative Building - Design and Construction						
79			Total Capital Outlay		-	-	-	#DIV/0!	
80									
81			TOTAL EXPENDITURES (Expenses + Capital Outlay)		-	-	-	#DIV/0!	
82									
83			Totals						
84			Total Revenues		2,227,500.00	212,036.78	1,877,900.16	84%	
85			(Less) Total Expenditures		-	-	-	#DIV/0!	
86			Net Increase/Decrease In Unrestricted Net Assets		2,227,500.00	212,036.78	1,877,900.16	84%	
87			Total Available to Contribute to Fund Balance		#REF!	#REF!	#REF!	#REF!	Operating income less operating expenses
88									

HEDCO - Type B Financials 2022-2023

	A	B	C	D	E	F	G	H	I
7					APPROVED		Y-T-D		
8					BUDGET	1-Month Ended	2022-2023	% Of	
9	Acct.#		Description		2022-2023	0731/2023	7/31/2023	Budget	Notes
89	Potential Transfer From Fund Balance								Projected Expenditures In Excess of Annual Income
90									
91	FINAL BALANCE				#REF!	#REF!	#REF!		
92									



City Council

Agenda Item # 6.

SUBJECT: Consideration and possible action upon the City of Henderson's Holiday Schedule. (Jimerson)

MEETING DATE: September 12, 2023

DEPARTMENT: City Secretary

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of the 2023-2024 holiday schedule

ITEM SUMMARY: Below is the schedule of holidays for City employees and office closings, the same as the one on the 2022-2023 schedule:

	DATE	DATE OBSERVED
Veterans Day	11/11/23	Friday 11/10/23
Thanksgiving	11/24/23	Thursday 11/23/23
Day after Thanksgiving	11/25/23	Friday 11/24/23
Christmas Eve	12/24/23	Friday 12/22/23
Christmas	12/25/23	Monday 12/25/23
New Year's Day	1/01/24	Monday 1/01/24
Martin L. King Day	1/15/24	Monday 1/15/24
President's Day	2/19/24	Monday 2/19/24
Good Friday	3/29/24	Friday 3/29/24
Memorial Day	5/27/24	Monday 5/27/24
Juneteenth	6/19/24	Wednesday 6/19/24
Independence Day	7/04/24	Thursday 7/04/24
Labor Day	9/02/24	Monday 9/02/24

- And including a "birthday holiday" for each employee to be taken within the pay cycle of his/her actual birthday

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Newspaper Resolution 2023-09-04

RESOLUTION NO. 2023-09-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON TEXAS.
DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF HENDERSON FOR FISCAL
YEAR 2023-2024; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council finds that the Henderson News is a paper of general circulation within the City of Henderson; and

WHEREAS, the City Council finds that the Henderson News: 1) devotes not less than 25% of its total column lineage to general interest items; 2) is published at least once each week; 3) is entered as 2nd class postal matter in the county where published; and 4) has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the City Council finds that the Henderson News is a publication that meets all the criteria legally required of an officially designated newspaper for the City of Henderson.

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

Section 1.

The Henderson News is designated as the official newspaper for the City of Henderson for the fiscal year 2023-2024, commencing October 1, 2023.

Section 2.

Until September 30, 2024, the City of Henderson shall continue to publish in the Henderson News each ordinance, notice or other matter required to be published by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, this 12th day of September, 2023.

APPROVED:

John (Buzz) Fullen, Mayor

ATTEST:

Cheryl Jimerson, City Secretary



City Council

Agenda Item # 7.

SUBJECT: Consideration and possible action approving Resolution 2023-09-04 naming the Henderson News as the official Newspaper for the City of Henderson. (Jimerson)

MEETING DATE: September 12, 2023

DEPARTMENT: City Secretary

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of Resolution 2023-09-04.

ITEM SUMMARY: Henderson News has maintained this designation every year. Their staff is familiar with requirements to publish our notices. The public is also familiar with being able to go to them for information in regard to City updates and events.

BACKGROUND INFORMATION: Per Texas Local Government Code 52.004:

- (a) As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected.
- (b) The governing body shall publish in the municipality's official newspaper each ordinance, notice, or other matter required by law or ordinance to be published.

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Newspaper Resolution 2023-09-04

RESOLUTION NO. 2023-09-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON TEXAS.
DESIGNATING AN OFFICIAL NEWSPAPER FOR THE CITY OF HENDERSON FOR FISCAL
YEAR 2023-2024; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City Council finds that the Henderson News is a paper of general circulation within the City of Henderson; and

WHEREAS, the City Council finds that the Henderson News: 1) devotes not less than 25% of its total column lineage to general interest items; 2) is published at least once each week; 3) is entered as 2nd class postal matter in the county where published; and 4) has been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice; and

WHEREAS, the City Council finds that the Henderson News is a publication that meets all the criteria legally required of an officially designated newspaper for the City of Henderson.

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

Section 1.

The Henderson News is designated as the official newspaper for the City of Henderson for the fiscal year 2023-2024, commencing October 1, 2023.

Section 2.

Until September 30, 2024, the City of Henderson shall continue to publish in the Henderson News each ordinance, notice or other matter required to be published by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, this 12th day of September, 2023.

APPROVED:

John (Buzz) Fullen, Mayor

ATTEST:

Cheryl Jimerson, City Secretary



City Council

Agenda Item # 8.

SUBJECT: Consideration and possible action awarding a bid for the HVAC System for Central Fire Station. (Chote/Holland)

MEETING DATE: September 12, 2023

DEPARTMENT: Fire Department

CONTACT: Rusty Chote, Fire Chief

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of the HVAC System.

ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Award Recommendation Central Fire Station



September 6, 2023

Mr. Davis Brown, Director of Operations
City of Henderson
300 W. Main
Henderson, Texas 75652

Re: Central Fire Station HVAC Improvements
Bid Summary / Recommendation to Award

Dear Mr. Brown:

On Friday, August 25, 2023 the City received one bid for the Central Fire Station HVAC Improvements. Paragon Construction & Associates, LLC of Whitehouse submitted the only bid.

The bid was structured for the Contractor to provide pricing for the following two options for possible award of a contract. They are:

Base Bid - including associated HVAC system insulating and added duct work, roof penetrations for combustible air ventilation and duct work, AC unit and duct cleaning and inspection, and rebalancing of the existing units. Bid price is \$51,322.68. Also, a cost, not to exceed, of \$8,800 will be added to this bid for repair the new roof membrane as 4 roof penetrations will need to be installed with this work. Since the City recently had this roof repaired, we wanted to have the original roofing contractor perform the membrane patching work so as not to void the current roof warranty. **Therefore, the total cost for the Base Bid option is \$60,122.68.**

Alternate Bid – including associated HVAC system insulating and added duct work, NEW AC UNITS, balancing of the new units. **Total Bid price is \$110,141.10.**

Based on the information above and after consultation with Staff, It is this Firm's recommendation to award the HVAC Improvements project to Paragon Construction & Associates' for the Base bid price of \$60,122.68.

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

Sincerely,

Neal Holland

Neal Holland, Principal
Project Manager

Enclosure

XC: Paragon Construction and Associates, LLC.



City Council

Agenda Item # 9.

SUBJECT: Consideration and possible action upon Ordinance 2023-09-04 of the City of Henderson, Texas, authorizing the issuance and sale of City of Henderson, Texas, Tax Notes, Series 2023, in the approximate aggregate principal amount of two million dollars (\$2,000,000) for street improvements; levying a tax payment thereof; awarding the sale thereof; authorizing execution and delivery of a paying agent agreement and a note purchase agreement; approving a bond council engagement letter; and enacting other provisions relating to the subject. (Abercrombie/Arnall)

MEETING DATE: September 12, 2023

DEPARTMENT: Administration

CONTACT: Jay Abercrombie, City Manager, Karen Arnall, Finance Director

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council to adopt an ordinance authorizing the issuance of Tax Notes.

ITEM SUMMARY: The Tax Notes issuance amount will be approximately \$2,000,000 and will be used for street improvements. This includes the engineering and construction for these projects and estimated issuance costs. Issuance of Tax Notes requires one reading. Julie Partain with Hilltop Securities will be at the meeting to answer questions.

BACKGROUND INFORMATION: The payment of the tax notes will come from ad valorem taxes.

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Engagement Letter - City of Henderson(10133648.1)
2. Henderson Tax Note Ordinance 2023(10133643.1)
3. Notice of Engagement Letter - City of Henderson 2023(10133667.1)

BRACEWELL

September 12, 2023

Honorable Mayor and City Council Members
City of Henderson, Texas
300 West Main Street
Henderson, Texas 75652

Dear Honorable Mayor and City Council Members:

We are pleased to set forth in this letter the terms of our engagement as bond and finance counsel for the City of Henderson, Texas (the “City”) in connection with its issuance from time to time of bonds and other debt instruments, and such other general finance matters as may be referred to us from time to time. We appreciate the confidence you have shown in Bracewell LLP (“Bracewell” or “Firm”) and look forward to this opportunity to represent your interests.

It is our practice to confirm the terms and conditions of our engagements, and that is the purpose of this Engagement Letter and the attached Terms of Engagement. This engagement has been approved by Bracewell subject to the conditions described in this letter.

Scope of Engagement

We agree that our services as Bond Counsel will include the following services:

1. Attendance at all meetings of the City as required or requested in connection with the planning and authorization of Bonds, including consultation on federal income tax matters;
2. Preparation of the ordinances of the City authorizing issuance of Bonds, together with all other legal documents comprising the transcript of proceedings for authorization and issuance of Bonds and other debt instruments;
3. Preparation of and submission to the Attorney General of Texas of a transcript of proceedings for the Bonds to obtain the approval of the Attorney General and registration of the Bonds by the Comptroller of Public Accounts of Texas;

Julie M. Partain
Partner

T: +1.214.758.1606 F: +1.800.404.3970
1445 Ross Avenue, Suite 3800, Dallas, Texas 75202-2724
julie.partain@bracewell.com bracewell.com

BRACEWELL

Honorable Mayor and City Council Members
September 1, 2023
Page 2

4. Preparation and filing of legal documents required under federal income tax law for the Bonds, and the preparation of and delivery to the City of a Letter of Instructions with respect to the federal income tax treatment of Certificate proceeds;
5. Representation of the City at the closing of the sale of the Bonds, including preparation of all closing documents; and
6. If appropriate, the delivery at closing of our approving opinion as to the validity of the Bonds under Texas law, and the exclusion of interest on the Bonds from gross income of the holders under federal income tax law.

The services outlined above do not include such matters as services as disclosure counsel in connection with the sale of the Bonds, work on post closing federal tax or disclosure issues, obtaining IRS rulings or clarifications of federal tax law, presentations to rating agencies or bond insurers, or “blue sky” or securities registration services. We will be pleased to provide legal services in connection with any matters not included in paragraphs 1 through 6 above, but we believe that such additional services, if requested by the City, should be the subject of an addendum to this letter or a separate letter of engagement. Our representation of the City with respect to Bonds will end upon the closing for the Bonds.

This Engagement Letter may be supplemented to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Terms of Engagement, however, will govern all projects and engagements for Client.

Fees, Expenses and Billing with Respect to Services

Our fees with respect to the Bonds shall be payable at the time of delivery of the Bonds to the purchaser thereof as outlined in Exhibit A. Occasionally, the City may request us to perform miscellaneous legal services not related to a specific issue of the Bonds, including assisting the City with economic development projects or drafting of various agreements. We propose that such services be performed on an hourly basis according to our discount hourly rates charged to other clients and billed monthly.

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BRACEWELL

Honorable Mayor and City Council Members
September 1, 2023
Page 3

Conflicts of Interest: Applicable Standard

For purposes of evaluating conflicts of interests, you acknowledge that Bracewell relies upon the Texas Disciplinary Rules of Professional Conduct. Bracewell may represent other clients that may be adverse to your interests in substantially unrelated matters, and it may represent other clients within the same industry.

Alternative Dispute Resolution

Disputes arising under or pertaining to this engagement shall be resolved, if possible, by a non-binding mediation conducted by a mutually acceptable mediator at a location acceptable to the City and Bracewell. The mediation process may be initiated by a written request with a list of acceptable mediators and site for the proceeding.

Conclusion

You are encouraged to discuss the terms of this engagement letter with the independent counsel of your choice. Please call me if you wish to discuss any aspect of this engagement.

If this Engagement Letter, including the provisions in the attached Terms of Engagement, correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy of this letter in the space provided and return one original to Bracewell.

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BRACEWELL

Honorable Mayor and City Council Members
September 1, 2023
Page 4

Thank you again for the opportunity to represent you in this matter.

Very truly yours,

Bracewell LLP

By: _____

Name: Julie Melton Partain

Attachments

AGREED AND ACCEPTED:

CITY OF HENDERSON, TEXAS

By: _____

Its: _____

Date: _____

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EXHIBIT A

Bond Counsel Fees Relating to Routine Debt Issues for the City of Henderson, Texas

<u>Proceeds of Bonds</u>	<u>Fee</u>
First \$5 million	\$26,000 minimum fee
Next \$15 million	\$26,000 plus \$1.35 per \$1,000 of proceeds in excess of \$5 million
\$20 million - \$50 million	\$40,000 plus \$1.10 per \$1,000 of proceeds in excess of \$15 million
Over \$50 million	\$69,000 plus \$.85 per \$1,000 of proceeds and in excess of \$50 million

Fees for refundings will be based on the same schedule times 1.50

The fee schedule above is subject to modification for any series of obligations, as agreed to by the Firm and the City, based on the facts and complexity of each transaction.

Variable Rate Bonds (with third party credit or liquidity enhancement)

Same as above, plus an amount to be agreed upon in advance based on complexity of each transaction.

Bond Election

A fixed fee of \$25,000 to be added to the initial bond issue following such election if the election is successful. In the event of a failed election, the fixed fee will be billed directly to the City.

Texas Water Development Board Transactions

Same as above, plus \$10,000 for CWSRF, DWSRF and WIF Bond issues. For State Participation Program applications and Master Agreements, fees shall be based on discounted hourly rates with such fees not to exceed \$40,000. For other TWDB Bond issues, fees to be agreed upon in advance based on complexity of each transaction.

Other Matters

When and as requested billed at an hourly rates to be agreed upon in advance.

PUBLIC IMPROVEMENT DISTRICT FINANCINGS

Hourly Services Fees

For fees relating to the creation of a public improvement district (a "PID") and levy of assessments, including the negotiation of development or financing agreements we will bill the City based a fee separate from our bond counsel fee for PID Bonds and based on our hourly billing rates. We will negotiate the amount of such fee at the outset of each PID financing. Although the City remains primarily responsible for the timely payment of all invoices, we acknowledges that the City may require a third party developer to pay a portion of our legal fees, other than PID Bond fees, related to a PID financing. Invoices will be delivered to the City. The City is our only client in this engagement; no attorney-client or other relationship exists between us and any third party developer and no third-party developer will have any authority as to the performance of this engagement. The City understands and consents to the payment of our fees and expenses by a third party developer to the extent negotiated by the City.

PID Bond Counsel Fees

For our services as bond counsel in connection with the authorization, issuance and sale of any PID Bonds, the City will pay us, solely from the proceeds of sale of each issue or installment of the PID Bonds, an amount equal to

- 1) 3% of the first \$5,000,000 in principal amount of such PID Bonds; and
- 2) 2% of the principal amount of such PID Bonds above \$5,000,000 in principal amount of such PID Bonds.

This above fee schedule shall be applicable to each separate issue or installment of the PID Bonds but shall only be due with respect to PID Bonds actually issued, sold and delivered. Our fee for bond counsel services for any separate issue or installment of the PID Bonds shall not be less than \$50,000. Our fee for serving as bond counsel on any issue of refunding PID Bonds will be 1% of the principal amount of such PID Bonds, but not less than \$50,000.

BRACEWELL LLP

TERMS OF ENGAGEMENT

Introduction

These are the Terms of Engagement adopted by Bracewell LLP ("Bracewell") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because Bracewell has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter. By execution of the Engagement Letter, Client consents to Bracewell's use of the name and a generic description of the transaction in Bracewell marketing materials. Confidential Client information will not be included in such materials.

Our Relationship with Others and Conflicts of Interest

Conflict of Interest is a concern for Bracewell and its clients. We attempt to identify actual and potential conflicts at the outset of each engagement. Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

Client and Bracewell agree that matters relating to legal ethics and professionalism, including Conflicts of Interest, will be resolved by the Texas Disciplinary Rules of Professional Conduct.

Bracewell accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

Staffing the Project

In most cases, one attorney will be your primary contact. In order to provide you with the expertise of our firm, and to provide services on a cost effective basis, that attorney will delegate parts of your work to other lawyers, paralegals and professionals.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

Unless expressly stated in the Engagement Letter, Bracewell issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over \$500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to Bracewell in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after

deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to Bracewell the amounts stated to be payable to Bracewell under the Engagement Letter.

Termination

Because Bracewell has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that Bracewell reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by Bracewell.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Bracewell has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Retention of Client Files

Client files are limited to: materials supplied by Client; final contracts; estate planning documents, deeds and corporate records; and, routine correspondence related to this engagement. At the close of any matter, Client files may be returned to you, sent to a private storage facility, archived for a limited time or destroyed. The attorney closing the file will determine, at his or her discretion, the disposition of Client files, unless you make a specific written request that they be returned.

Your request for return of Client files must be delivered to Bracewell no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement. Your request must be specific and designate your representative

to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files.

Bracewell adopted a program of document retention and management of electronically stored information, including regular deletion of outdated, corrupt or useless files. Such program may change from time-to-time.

It is important for Client to alert Bracewell in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify Bracewell in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

Bracewell Files

You agree that Bracewell will own and retain its own files and any related electronically stored information pertaining to the engagement. You will not have the right or ability to require us to deliver such files and records (or copies thereof) to you. Examples of Bracewell files and records are: firm administrative records, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers. Further, at the discretion of the responsible partner for the project in question, we may destroy any such documentation which is the property of Bracewell or any documentation which such partner determines to be duplicative or unnecessary in all cases without having to obtain your consent.

Choice of Law

Because Bracewell performs legal services in a number of jurisdictions, for consistency and predictability, the Client and Bracewell agrees that the Texas Disciplinary Rules of Professional Conduct (found at www.texasbar.com or www.txethics.org) will govern all issues of legal ethics and professionalism.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that Bracewell has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both Bracewell and Client.

Anti-Boycott Verification

Bracewell hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Bracewell understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Bracewell and exists to make a profit.

Iran, Sudan and Foreign Terrorist Organizations

Bracewell represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither Bracewell nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime

relating to a foreign terrorist organization. Bracewell understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with Bracewell and exists to make a profit.

Petroleum

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Bracewell hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. Bracewell understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Bracewell within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

Firearms

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, Bracewell hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or

association's status as a firearm entity or firearm trade association. As used in the foregoing verification, (b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and (c) 'firearm trade association' means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code. Bracewell understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Bracewell within the meaning of SEC Rule 133(f), 17 C.F.R. §230.133(f), and exists to make a profit.

In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by Bracewell, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or Bracewell's General Counsel.

ORDINANCE NO. 2023-09-04

AUTHORIZING THE ISSUANCE OF

CITY OF HENDERSON, TEXAS
TAX NOTES
SERIES 2023

Adopted: September 12, 2023

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AN ORDINANCE OF THE CITY OF HENDERSON, TEXAS, AUTHORIZING THE ISSUANCE AND SALE OF CITY OF IRVING, TEXAS, TAX NOTES, SERIES 2023, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$_____; LEVYING A TAX IN PAYMENT THEREOF; AWARDING THE SALE THEREOF; AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT AGREEMENT AND A NOTE PURCHASE AGREEMENT; APPROVING A BOND COUNSEL ENGAGEMENT LETTER; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, pursuant to Chapter 1431, Texas Government Code (the “Act”), the governing body of a municipality is authorized to issue the notes hereinafter authorized (the “Notes”) to pay contractual obligations incurred or to be incurred for the purposes set forth in Section 3.01 hereof; and

WHEREAS, this governing body (the “City Council”) of the City of Henderson, Texas (the “City”), hereby finds and determines that it is necessary and in the best interest of the City and its citizens to issue such Notes for the purposes herein described and that such Notes shall be payable from and secured by ad valorem taxes levied, within the limits prescribed by law, on all taxable property within the City; and

WHEREAS, the Notes hereinafter authorized shall mature before the seventh anniversary of the date that the Attorney General of the State of Texas approves the Notes, as required by the Act; and

WHEREAS, it is affirmatively found that this City Council is authorized to proceed with the issuance and sale of such Notes as authorized by the Constitution and laws of the State of Texas, particularly the Act; and

WHEREAS, the City Council has found and determined that it is necessary and in the best interest of the City and its citizens that it authorize by this Ordinance the issuance and delivery of its Notes in a single series at this time; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code, as amended; Now Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HENDERSON:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided or unless the context clearly requires otherwise, in this Ordinance the following terms shall have the meanings specified below:

“Authorized Officer” means the Director of Finance of the City or the City Manager, or their respective designees.

“Closing Date” means the date of the initial delivery of and payment for the Notes.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereinafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code, and (d) the regulations promulgated under the provisions described in (b) and (c).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“EMMA” means the Electronic Municipal Market Access System.

“Event of Default” means any Event of Default as defined in Section 10.01.

“Initial Note” means the Note described in Section 3.04(d) and 6.02(d).

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.01(a).

“Interest Payment Date” means the date or dates upon which interest on the Notes is scheduled to be paid until the maturity of the Notes, such dates being August 15 and February 15 of each year commencing on February 15, 2024.

“MSRB” means the Municipal Securities Rulemaking Board.

“Note” means any of the Notes.

“Notes” means the City’s notes entitled “City of Henderson, Texas, Tax Notes, Series 2023” authorized to be issued by Section 3.01.

“Ordinance” means this Ordinance.

“Original Issue Date” means the Closing Date.

“Owner” means the person who is the registered owner of a Note or Notes, as shown in the Register.

“Paying Agent/Registrar” means initially _____. or any successor thereto as provided in this Ordinance.

“Paying Agent/Registrar Agreement” means the Paying Agent/Registrar Agreement

between the City and the Paying Agent/Registrar relating to the Notes.

“Purchase Agreement” means, the purchase agreement between the City and the Purchaser providing for the sale of such Notes to the Purchaser.

“Purchaser(s)” means the initial purchaser of the Notes as set forth in the Purchase Agreement.

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.06(a).

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Special Payment Date” means the Special Payment Date prescribed by Section 3.03(b).

“Special Record Date” means the Special Record Date prescribed by Section 3.03(b).

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of the principal of or interest on Notes as the same become due and payable and remaining unclaimed by the Owners of such Notes for 90 days after the applicable payment or redemption date.

Section 1.02. Other Definitions. The terms “City Council” and “City” shall have the meaning assigned in the preamble to this Ordinance.

Section 1.03. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.04. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.05. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Article and section references shall mean references to articles and sections of this Ordinance unless designated otherwise.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Ordinance.

ARTICLE II

SECURITY FOR THE NOTES

Section 2.01. Tax Levy for Payment of the Notes.

(a) The City Council hereby declares and covenants that it will provide and levy a tax legally and fully sufficient for payment of the Notes, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding obligations of the City.

(b) In order to provide for the payment of the debt service requirements on the Notes, being (i) the interest on the Notes, and (ii) a sinking fund for their payment at maturity or a sinking fund of two percent per annum (whichever amount is the greater), there is hereby levied for the current year and each succeeding year thereafter, while the Notes or interest thereon remain outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the City at a rate sufficient, within the limit prescribed by law, to pay such debt service requirements, full allowance being made for delinquencies and costs of collection.

(c) The tax levied by this Section shall be assessed and collected each year and deposited into the Interest and Sinking Fund for the payment of the debt service requirements on the Notes, and the tax shall not be diverted to any other purpose.

(d) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Notes when and as due and payable in accordance with their terms and this Ordinance.

(e) If the liens and provisions of this Ordinance shall be discharged in a manner permitted by Article XI, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE NOTES

Section 3.01. Authorization. The City's notes to be designated "City of Henderson, Texas, Tax Notes, Series 2023," are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, particularly Chapter 1431, Texas Government Code, as amended, in the aggregate principal amount of \$_____ for the public purpose

of providing funds to: (i) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, throughfares, including streetscaping and related storm drainage improvements, signalization and other traffic controls, sidewalks, streetlights and the acquisition of any rights of way therefor, and (ii) pay the costs associated with the issuance of the Notes.

Section 3.02. Date, Denomination, Maturities, Numbers and Interest.

(a) The Notes shall be dated the date of their delivery to the Purchaser (the “Delivery Date”), shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward or such other designation acceptable to the City and the Paying Agent/Registrar and the Initial Note shall be numbered No. T-1.

(b) The Notes shall mature on August 15 in the years and in the principal installments set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2030		

(c) Interest shall accrue and be paid on each Note, respectively, until the payment of the principal amount thereof shall have been paid or provided for, from the later of the Delivery Date or the most recent Interest Payment Date to which interest has been paid or provided for. Such interest shall be payable semiannually on each August 15 and February 15 of each year, commencing on February 15, 2024, until maturity. Interest on the Notes shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) The principal of and interest on the Notes shall be paid in lawful money of the United States of America as provided in this Section.

(b) Interest on the Notes shall be payable to the Owners whose names appear in the Register at the close of business on the Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be at least 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

(c) Interest on the Notes shall be paid by check (dated as of the Interest Payment Date) and sent by the Paying Agent/Registrar to the person entitled to such payment, United States mail,

first class postage prepaid, to the address of such person as it appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expenses of such other customary banking arrangements.

(d) The principal of each Note shall be paid to the person in whose name such Note is registered on the due date thereof (whether at the maturity date or the date of prior redemption thereof) upon presentation and surrender of such Note at the Designated Payment/Transfer Office.

(e) If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the City in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

(f) Subject to any applicable escheat, unclaimed property, or similar law, including Title 6 of the Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be paid to the City and thereafter neither the City, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Notes for any further payment of such unclaimed moneys or on account of any such Notes.

Section 3.04. Execution and Initial Registration.

(a) The Notes shall be executed on behalf of the City by the Mayor and City Secretary of the City, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Notes shall have the same effect as if each of the Notes had been signed manually and in person by each of said officers, and such facsimile seal on the Notes shall have the same effect as if the official seal of the City had been manually impressed upon each of the Notes.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Notes ceases to be such officer before the authentication of such Notes or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Notes. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller of Public Accounts of the State of Texas or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved

by the Attorney General of the State of Texas and that it is a valid and binding obligation of the City, and has been registered by the Comptroller.

(d) On the Closing Date, one Note (the “Initial Note”) representing the entire principal amount of the Notes, executed by manual or facsimile signature of the Mayor and City Secretary of the City, approved by the Attorney General of Texas, and registered and manually signed by the Comptroller of Public Accounts of the State of Texas, will be delivered to the initial purchaser or its designee against payment therefor. Upon payment for the Initial Note, the Paying Agent/Registrar shall cancel the Initial Note and deliver to DTC, on behalf of the initial purchaser, one typewritten Note for each maturity representing the aggregate principal amount for each respective maturity, registered in the name of Cede & Co., as nominee for DTC

Section 3.05. Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the person in whose name any Note is registered as the absolute owner of such Note for the purpose of making and receiving payment of the principal thereof and premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that interest is to be paid to the person in whose name the Note is registered on the Record Date), and for all other purposes, whether or not such Note is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the person deemed to be the Owner of any Note in accordance with this Section shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Note to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Notes remain outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register (the “Register”) in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Notes in accordance with this Ordinance.

(b) The ownership of a Note may be transferred only upon the presentation and surrender of the Note at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Note shall be effective until entered in the Register.

(c) The Notes shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Note or Notes of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Notes presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Notes exchanged for other Notes in accordance with this Section.

(d) Each exchange Note delivered by the Paying Agent/ Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to

the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such exchange Note is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for any different denomination of any of the Notes. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Note.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Note called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Note.

Section 3.07. Cancellation and Authentication. All Notes paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Notes in lieu of which exchange Notes or replacement Notes are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of the cancelled Notes in accordance with the Securities Exchange Act of 1934.

Section 3.08. Temporary Notes.

(a) Following the delivery and registration of the Initial Note and pending the preparation of definitive Notes, the proper officers of the City may execute and, upon the City's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Notes that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Notes in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Notes may determine, as evidenced by their signing of such temporary Notes.

(b) Until exchanged for Notes in definitive form, such Notes in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Notes in definitive form; thereupon, upon the presentation and surrender of the Note or Notes in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Notes in temporary form and authenticate and deliver in exchange therefor a Note or Notes of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Note or Notes in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Notes.

(a) Upon the presentation and surrender to the Paying Agent/Registrar, at the Designated Payment/Transfer Office, of a mutilated Note, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Note to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Note is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Note has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Note of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Note;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

Section 3.10. Book-Entry Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Notes, the ownership of the Notes shall be registered in the name of Cede & Co., as nominee of DTC. The definitive Notes shall be initially issued in the form of a single separate fully registered certificate for each of the maturities thereof.

(b) With respect to Notes registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Notes, (ii) the delivery to any DTC Participant or any other person, other than a Noteholder, as shown on the Register, of any notice with respect to the Notes, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Noteholder, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Notes. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Note is

registered in the Register as the absolute owner of such Note for the purpose of payment of principal of, premium, if any, and interest on such Notes, for the purpose of all matters with respect to such Note, for the purpose of registering transfer with respect to such Note, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the respective owners, as shown in the Register as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than an owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

Section 3.11. Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representations Letter of the City to DTC, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Notes to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Notes and transfer one or more separate Notes to DTC Participants having Notes credited to their DTC accounts. In such event, the Notes shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Noteholders transferring or exchanging Notes shall designate, in accordance with the provisions of this Ordinance.

Section 3.12. Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Notes are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Notes, and all notices with respect to such Notes, shall be made and given, respectively, in the manner provided in the blanket letter of representation of the City to DTC.

(a) If, after the delivery of such replacement Note, a bona fide purchaser of the original Note in lieu of which such replacement Note was issued presents for payment such original Note, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Note from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(b) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Note has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Note, may pay such Note.

(c) Each replacement Note delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Note or Notes in lieu of which such replacement Note is delivered.

ARTICLE IV

REDEMPTION OF NOTES BEFORE MATURITY

Section 4.01. Optional Redemption. The Notes are not subject to optional redemption prior to their maturity.

Section 4.02. Mandatory Sinking Fund Redemption

(a) The Notes are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a Redemption Price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article 6 of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule.

\$ _____ Notes maturing August 15, 2030	
Redemption Date	Sinking Fund Installment Amount
August 15, 2024	
August 15, 2025	
August 15, 2026	
August 15, 2027	
August 15, 2028	
August 15, 2029	
August 15, 2030*	

*maturity

(b) At least forty-five (45) days prior to each scheduled mandatory sinking fund redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Notes equal to the

aggregate principal amount of such Notes to be redeemed, shall call such Notes for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of the Notes required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the City, by the principal amount of any Notes which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Notes plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.03. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Notes by sending notice by first class United States mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Note (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the business day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Notes are to be surrendered for payment, and, if less than all the Notes outstanding are to be redeemed, an identification of the Notes or portions thereof to be redeemed.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.04. Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Notes to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Notes being redeemed.

(b) Upon presentation and surrender of any Note called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Note to the date of redemption from the money set aside for such purpose.

Section 4.05. Lapse of Payment.

Money set aside for the redemption of the Notes and remaining unclaimed by Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

Section 4.06. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.04 of this Ordinance, the Notes or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the City defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Notes or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Notes are presented and surrendered for payment on such date.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Note or portion thereof called for redemption shall continue to bear interest at the rate stated on the Note until due provision is made for the payment of same by the City.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar. _____. is hereby appointed as the initial Paying Agent/Registrar for the Notes.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Notes.

Section 5.03. Maintaining Paying Agent/Registrar.

(a) At all times while any Notes are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance. The Mayor is hereby authorized and directed to execute, and the City Secretary to attest, an agreement (the "Paying Agent/Registrar Agreement"), in the form presented at this meeting, with the Paying Agent/Registrar specifying the duties of the City and the Paying Agent/Registrar.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement.

Section 5.04. Termination. The City, upon not less than 60 days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination, provided, that such termination shall not be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Notes.

Section 5.05. Notice of Change. Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner and any bond insurer by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Notes to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE NOTES

Section 6.01. Form Generally.

(a) The Notes, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Notes, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Notes, as evidenced by their execution thereof.

(b) Any portion of the text of any Notes may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Notes.

(c) The Notes, including the Initial Note submitted to the Attorney General of Texas and any temporary Notes, shall be typed, printed, lithographed, photocopied or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Notes, as evidenced by their execution thereof.

Section 6.02. Form of Notes. The form of Notes, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Notes, shall be substantially as follows:

(a) [Form of Note]

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

CITY OF HENDERSON, TEXAS
TAX NOTE
SERIES 2023

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CLOSING DATE</u>	<u>CUSIP NUMBER</u>
_____ %	March 15, 20__	October 12, 2023	_____

The City of Irving (the “City”) in the County of Rusk, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

unless this Note shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2024.

The principal of this Note shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Note at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer Office”), of _____ as initial Paying Agent/Registrar, or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Note is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar or by such other customary banking arrangements acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the person to whom interest is to be paid. For the purpose of the payment of interest on this Note, the registered owner shall be the person in whose name this Note is registered at the close of business on the “Record Date,” which shall be the last business day of the month next preceding such interest payment date; provided, however, that in the event of nonpayment of interest on a scheduled interest payment date, and for

30 days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “Special Payment Date,” which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Note appearing on the books of the Paying Agent/Registrar at the close of business on the last business day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Notes is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the City in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Note is one of a series of fully registered notes specified in the title hereof, dated as of October 12, 2023, issued in the aggregate principal amount of \$_____ (herein referred to as the “Notes”) pursuant to a certain ordinance of the City Council of the City (the “Ordinance”) for the public purpose of providing funds for acquisition of public safety equipment as described in the Ordinance, for and within the City, and to pay the costs of issuance related to the Notes.

The Notes and the interest thereon are payable from the levy of a direct and continuing ad valorem tax levied, within the limit prescribed by law, against all taxable property in the City as described and provided in the Ordinance.

The Notes are subject to mandatory sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a Redemption Price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article 6 of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

\$_____ Term Notes maturing August 15, 2030

Redemption Date	Sinking Fund Installment Amount
August 15, 2024	
August 15, 2025	
August 15, 2026	
August 15, 2027	
August 15, 2028	
August 15, 2029	
August 15, 2030*	

*maturity

At least forty-five (45) days prior to each sinking fund redemption date, the Trustee shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Notes of such maturity equal to the Sinking Fund Installments of such Notes to be redeemed, shall call such Notes for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Notes required to be redeemed on any sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Notes of such maturity which, at least forty-five (45) days prior to the sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Notes plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The Notes are not subject to optional redemption prior to their maturity.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Note is transferable upon surrender of this Note for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and, thereupon, one or more new fully registered Notes of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Note called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Note.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Note is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Note be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Note and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Notes have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, this Note has been duly executed on behalf of the City, under its official seal, in accordance with law.

City Secretary
City of Henderson, Texas

Mayor
City of Henderson, Texas

(b) [Form of Certificate of Paying Agent/Registrar]

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Notes referred to in the within mentioned Ordinance. The series of Notes of which this Note is a part was originally issued as one Initial Note which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

_____,
as Paying Agent/Registrar

By: _____
Authorized Signatory

Dated: _____

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Note and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Note in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Note:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Note, and that this Note has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts of the
State of Texas

[SEAL]

(e) The Initial Note shall be numbered T-1 and shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Note, the words the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As shown below” and “CUSIP NUMBER” deleted; and

(ii) in the first paragraph of the Note, the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on August 15 in each of the years, in the principal installments and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
--------------	-------------------------------	----------------------

(Information to be inserted from Section 3.02)

(iii) the Initial Note or Notes shall be numbered T-1.

Section 6.03. CUSIP Registration. The City may secure identification numbers through CUSIP Service Bureau managed on behalf of the American Bankers Association by S&P Global Market Intelligence and may authorize the printing of such numbers on the face of the Notes. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Notes shall be of no significance or effect as regards the legality thereof and neither the City nor the attorneys

approving said Notes as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Notes.

Section 6.04. Legal Opinion. The approving legal opinion of Bracewell LLP, Bond Counsel, may be printed on each Note over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VII

SALE OF THE NOTES; CONTROL AND DELIVERY OF THE NOTES

Section 7.01. Sale of Notes, Official Statement.

(a) The Notes are hereby officially sold and awarded and shall be delivered to _____ in accordance with the terms and provisions of that certain Note Purchase Agreement relating to the Notes between the City and the Purchaser and dated the date of the passage of this Ordinance. The form and content of such Note Purchase Agreement are hereby approved, and the Mayor is hereby authorized and directed to execute and deliver such Note Purchase Agreement. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable. The Notes shall initially be registered in the name of Piper Sandler & Co., or its designee.

(b) The form and substance of the Preliminary Official Statement for the Notes and any addenda, supplement or amendment thereto (the "Preliminary Official Statement") and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the City Council. The use and distribution of the Preliminary Official Statement in the public offering of the Notes by the Underwriters is hereby authorized. The City Manager, the Chief Financial Officer, the Mayor and the City Secretary of the City are hereby authorized and directed to use and distribute or authorize the use and distribution of the final Official Statement and any addenda, supplement or amendment thereto (the "Official Statement") and deliver appropriate numbers of copies thereof to the Underwriters of the Notes. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the City Manager, the Chief Financial Officer, the Mayor of the City and the Underwriters, may be used by the Underwriters in the public offering and sale thereof. The City Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) The Mayor, the Chief Financial Officer and all other officers of the City are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Notes, to pay the costs of issuance of the Notes, and to effectuate the terms and provisions of this Ordinance. Further, in connection with the submission of the record of proceedings for the Notes to the Attorney General of the State of Texas for examination

and approval of such Notes, the appropriate officer of the City is hereby authorized and directed to issue a check of the City payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(d) The obligation of the Underwriters to accept delivery of the Notes is subject to the Purchaser or Underwriter being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the City, which opinion shall be dated and delivered the Closing Date.

(e) The Mayor is hereby authorized and directed to execute an engagement letter with Bond Counsel, setting forth such firm's duties as Disclosure Counsel for the City, and such engagement letter and the terms thereof in the form presented at this meeting are hereby approved and accepted.

(f) The City desires to engage competent, experienced bond counsel services for the issuance of these bonds and other obligations; Bracewell LLP ("Bracewell") is a nationally recognized law firm providing bond counsel services; and the City and the Bracewell desire to enter into an engagement agreement (the "Engagement Agreement") that sets forth the agreement between the parties with respect to bond counsel services;

(g) It is hereby found, determined and declared that there is a substantial need for Bracewell's legal services; the legal services cannot be adequately performed by the attorneys and supporting personnel of the City; and the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and the compensation for such services will be paid from the proceeds of the bonds or other obligations issued by the City.

(h) The City hereby approves the Engagement Agreement by and between the City and the Firm in substantially the form presented at this meeting, with such changes as may be approved by the City Manager and the City Manager or the Mayor is hereby authorized to execute such Engagement Agreement.

Section 7.02. Control and Delivery of Notes.

(a) The Mayor is hereby authorized to have control of the Initial Note and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Notes shall be made to the Purchaser under and subject to the general supervision and direction of the Mayor, against receipt by the City of all amounts due to the City under the terms of sale.

(c) In the event the Mayor or City Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the City Secretary, respectively, shall be authorized to execute such documents and take such actions, and the

performance of such duties by the Mayor Pro Tem and the City Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and City Secretary, respectively.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Funds.

- (a) The City hereby establishes the following special funds or accounts:
 - (i) The City of Henderson, Texas, Tax Notes, Series 2023, Interest and Sinking Fund; and
 - (ii) The City of Henderson, Texas, Tax Notes, Series 2023, Project Fund.
- (b) Each of said funds or accounts shall be maintained at an official depository of the City.

Section 8.02. Interest and Sinking Fund.

- (a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of the principal of and interest on the Notes.
- (b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Notes plus the aggregate amount of interest due and that will become due and payable on such Notes, no further deposits to that fund need be made.
- (c) Money on deposit in the Interest and Sinking Fund shall be used to pay the principal of and interest on the Notes as such become due and payable.

Section 8.03. Project Fund.

- (a) Money on deposit in the Project Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01 of this Ordinance.
- (b) All amounts remaining in the Project Fund after the accomplishment of the purposes for which the Notes are hereby issued, including investment earnings of the Project Fund, shall be deposited into the Interest and Sinking Fund.

Section 8.04. Security of Funds. All moneys on deposit in the funds referred to in this Ordinance shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Ordinance.

Section 8.05. Deposit of Proceeds.

(a) \$_____ of the proceeds of the Notes received on the Closing Date, shall be deposited to the Project Fund, such moneys to be dedicated and used for the purposes specified in Section 3.01.

(b) \$_____ of proceeds of the Notes received on the Closing Date shall be used to pay the cost of issuance of the Notes. Any amounts remaining after payment of such costs shall be deposited in the Interest and Sinking Fund.

Section 8.06. Investments.

(a) Money in the Interest and Sinking Fund and the Acquisition and Construction Fund, at the option of the City, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.07. Investment Income. Interest and income derived from investment of any fund created by this Ordinance shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Notes.

While any of the Notes are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay the interest on and the principal of the Notes, as applicable, as will accrue or mature on each applicable Interest Payment Date.

Section 9.02. Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Note; the City will promptly pay or cause to be paid the principal of, interest on, and premium, if any, with respect to, each Note on the dates and at the places and manner prescribed in such Note; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State of Texas to issue the Notes; all action on its part for the creation and issuance of the Notes has been duly and effectively taken; and the Notes in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

Section 9.03. Federal Income Tax Matters.

(a) General. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Notes to be includable in gross income for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Notes.

(b) No Private Activity Bonds. The City covenants that it will use the proceeds of the Notes (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Notes will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Notes to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Notes to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Notes to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The City covenants that it will make such use of the proceeds of the Notes (including investment income) and regulate the investment of such proceeds of the Notes so that the Notes will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code, the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Notes, be rebated to the United States.

(g) Information Reporting. The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Notes in accordance with section 149(e) of the Code.

(h) Record Retention. The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Notes and the use of the property financed, directly or indirectly, thereby until three years after the last Note is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Notes are “registration-required bonds” under section 149(a)(2) of the Code, the Notes will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has

received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Notes from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the City's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Notes for as long as such matters are relevant to the excludability of interest on the Notes from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City's official declaration of intent to use proceeds of the Notes to reimburse itself from proceeds of the Notes issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

(m) Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of section 265(b) of the Code. In connection therewith, the City represents that (i) the aggregate amount of tax-exempt obligations (including the Bonds) issued by the City in the same calendar year as the Bonds that have been designated as "qualified tax-exempt obligations" under section 265(b)(3) of the Code does not exceed \$10,000,000 and (ii) the reasonably anticipated amount of tax-exempt obligations (including the Bonds) that will be issued by the City in the same calendar year as the Bonds will not exceed \$10,000,000. The term "tax-exempt obligation" does not include (i) "private activity bonds" within the meaning of section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of section 145 of the Code or (ii) obligations issued to currently refund any obligation to the extent that the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation. In addition, the City includes all entities that are aggregated with the City under the Code.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01. Events of Default. Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an "Event of Default," to-wit:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the City, the failure to perform which materially, adversely affects the rights of the Owners, including but not limited to, their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the City.

Section 10.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then and in every case any Owner or an authorized representative thereof, including but not limited to, a trustee or trustees therefor, may proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Ordinance, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Notes then outstanding.

Section 10.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Notes shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.01. Discharge. The City reserves the right to defease, discharge or refund the Notes in any manner permitted by applicable law.

ARTICLE XII

ANNUAL DISCLOSURE

Section 12.01. Annual Disclosure. Upon written request, the City will provide the Purchaser with its current audited annual financial statement; provided, however, is such document is already filed with the MSRB on its EMMA system, such filing shall satisfy the requirements of this section.

ARTICLE XIII

AMENDMENTS; ATTORNEY GENERAL MODIFICATION

Section 13.01. Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the City, and shall not be amended or repealed by the City so long as any Note remains outstanding except as permitted in this Section. The City may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the written consent of the Owners of the Notes holding a majority in aggregate principal amount of the Notes then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Notes, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Notes, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Notes, (ii) give any preference to any Note over any other Note, or (iii) reduce the aggregate principal amount of Notes required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XIV

MISCELLANEOUS MATTERS

Section 14.01. Attorney General Modification.

In order to obtain the approval of the Notes by the Attorney General of the State of Texas, any provision of this Ordinance may be modified, altered or amended after the date of its adoption if required by the Attorney General in connection with the Attorney General's examination as to the legality of the Notes and approval thereof in accordance with the applicable law. Such changes, if any, shall be provided to the City Secretary and the City Secretary shall insert such changes into this Ordinance as if approved on the date hereof.

Section 14.02. Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 14.03. No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Notes or for any claim based thereon, or on this Ordinance, against any official or employee of the City or any person executing any Notes.

ARTICLE XV

EFFECTIVE IMMEDIATELY

Section 15.01. Effectiveness. This Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 12th day of September, 2023.

Mayor
City of Henderson, Texas

ATTEST:

City Secretary
City of Henderson, Texas

[Sample Notice Regarding Contingent Fee Contract]¹

1. The City of Henderson, Texas (the “City”) desires to issue bonds and other obligations from time to time for various public purposes authorized by Texas Statutes, in order to finance or refinance various public projects;
2. Bracewell LLP’s (“Bracewell” or the “Firm”) is a full service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the District.
3. The City and Bracewell do not have any prior engagements or relationships or other information regarding the nature of any relationships between the political subdivision and the firm as described in §2254.1036(c) of the Texas Government Code;
4. The City’s attorneys and supporting personnel do not have the required experience, qualifications or resources to adequately perform bond counsel services for the issuance of bonds or other obligations;
5. Given the nature of bond counsel services and the source of payment therefor (being from the proceeds of bonds or other obligations issued by the City) such legal services cannot reasonably be obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency; and
6. Entering into a contingent fee contract with Bracewell for bond counsel services is in the best interest of the residents of the City as the City will have competent, qualified and experienced counsel to advise on the issuance of the bonds and other obligations, and the provision of such legal services will not financially impact the City as the compensation for such services will be paid from the proceeds of such bonds or other obligations.

¹ It is anticipated that this would be included under the agenda item for the Engagement Letter contained in or as an attachment to the public notice provided under the Open Meetings Act.



City Council

Agenda Item # 10.

SUBJECT: Consideration and possible action upon the second reading of Ordinance 09-01-2023 adopting the proposed 2023-2024 budget. (Abercrombie)

MEETING DATE: September 12, 2023

DEPARTMENT: Administration

CONTACT: Jay Abercrombie, City Manager

RECOMMENDED CITY COUNCIL ACTION:
ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 2023-09-01 Budget 2023-2024
2. Memo to Council - Tax Rate and Budget 2023-2024

ORDINANCE NO. 2023-09-01

AN ORDINANCE MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY OF HENDERSON FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; APPROPRIATING MONEY TO A SINKING FUND TO PAY INTEREST AND PRINCIPAL ON THE CITY'S INDEBTEDNESS; AND ADOPTING THE ANNUAL BUDGET OF THE CITY OF HENDERSON FOR THE 2023-2024 FISCAL YEAR.

Whereas, the Budget, appended here as Exhibit A, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, was duly presented to the City Council by the City Manager and a public hearing was ordered by the City Council and a public notice of said hearing was caused to be given by the City Council and said notice was published on the city website and in the Henderson News and said public hearing was held according to said notice; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HENDERSON:

SECTION 1. That the appropriations for the fiscal year beginning October 1, 2023, and ending September 30, 2024, for the support of the general government of the City of Henderson, Texas, be fixed and determined for said terms in accordance with the expenditures shown in the City's Fiscal Year 2023-2024 Budget, a copy of which is appended hereto as Exhibit A;

SECTION 2. That the Budget, as shown in words and figures in Exhibit A, is hereby approved in all respects and adopted as the City's Budget for the fiscal year beginning October 1, 2023, and ending September 30, 2024.

SECTION 3. That there is hereby appropriated the amount shown in said Budget necessary to provide for a sinking fund for the payment of the principal and interest and the retirement of the bonded debt requirements of Fiscal 2023-2024 of the City of Henderson.

CONSIDERED this 5th day of September 2023.

PASSED AND APPROVED this 12th day of September 2023.

John (Buzz) Fullen, Mayor

ATTEST:

Cheryl Jimerson, City Secretary

City of Henderson
300 W. Main Street
Henderson, TX 75652



Phone # 903.657.6551
Email: jabercrombie@henderson.tx.us
Website: <http://henderson.tx.us/>

MEMO

To: Mayor & City Council
From: Jay Abercrombie
Re: Tax Rate and Budget for 2023-2024
Date: September 5, 2023

.....

It has been everyone's understanding that we are planning to keep our overall Tax Rate for the City of Henderson flat, meaning, as close to last year's rate as possible. Staff worked diligently toward this effort and achieved that goal as mentioned in the previous meetings and the first Public Hearing on the Budget held on August 22, 2023.

After continued review, the Rusk County Tax Office and the City Finance team concluded that the rate we were choosing through the De Minimis Rate would actually be eligible for petition by voters to bring to an election to lower the rate. The maximum rate allowed now through new legislation is the "Voter Approval Rate" and the De Minimis Rate we were choosing was above that rate.

After independent conversations with the Mayor and Council, we decided to go back and find alternatives that would achieve the goals set forth by Council without raising the overall tax rate. We were able to work to lower the Maintenance and Operations rate (M&O) which gave an opportunity to address some aging infrastructure through additional debt capacity. This would all be accomplished while still leaving our total rate flat as discussed previously. This new debt (I&S) gives us a jump start on the Phase 2 Street Projects and under current market conditions which could be favorable compared to waiting until next year for the full amount.

The current tax rate for year 2022 is: .541800.

The change in proposed rates are as follows:

2023 Original Proposed Rates		2023 New Proposed Rates	
M&O:	0.42084	M&O:	0.42084
I&S:	0.061266	I&S:	0.120676
Total:	0.482106	Total:	0.541516
De Min:	0.061865	De Min:	0
Total Rate:	0.543971	Total Rate:	0.541516
Voter Approval Rate:	0.482106	Voter Approval Rate:	0.541516

This new Proposed Rate would be a decrease in the overall rate by **.000284** from the current rate.

After proposing adopting the Voter Approval Rate instead of the De Minimis Rate and increasing the Tax Note from \$500,000 to \$2,000,000 the following adjustments were made to the 2023-2024 Proposed Budget:

General Fund:

Revenues (Net reduction of \$125,000):

Sales Tax – Increased \$150,000
HEDCO Sales Tax – Increased \$75,000
Sales Tax Ad Valorem – Increased \$75,000
Current Tax – Reduced \$425,000

Expenses (Net reduction of \$125,000):

Public Services Department:
Transfer to Street & Drainage – Reduced \$200,000
Miscellaneous:
HEDCO Sales Tax – Increased \$75,000

Street & Drainage Fund:

Revenues (Net increase of \$1,300,000):

Sales Tax Transfer from Public Services – Reduced \$200,000
Bond Proceeds – Increased \$1,500,000

Expenses (Net Increase of \$1,300,000):

Phase 2 #24 Engineering – Increased \$120,000
Phase 2 #24 Construction – Increased \$1,180,000

ja



City Council

Agenda Item # 11.

SUBJECT: Consideration and possible action upon the second reading of Ordinance 09-02-2023 adopting the proposed tax rate. (Abercrombie)

MEETING DATE: September 12, 2023

DEPARTMENT: Administration

CONTACT:

RECOMMENDED CITY COUNCIL ACTION:
ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 2023-09-02 Ad Valorem Tax
2. Memo to Council - Tax Rate and Budget 2023-2024

ORDINANCE NO. 2023-09-02

AN ORDINANCE LEVYING AN AD VALOREM TAX OF FIFTY-FOUR AND FIFTEEN, ONE HUNDRED CENTS (\$. 5415) PER \$100.00 VALUATION ON ALL REAL AND PERSONAL PROPERTY WITHIN THE CITY LIMITS OF THE CITY OF HENDERSON, TEXAS, AS OF JANUARY 1, 2023, IN CONFORMITY WITH THE LAWS OF THE STATE OF TEXAS AND THE CHARTER PROVISIONS AND ORDINANCES OF SAID CITY; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.

**THIS RATE WILL PROVIDE MORE REVENUE FOR
MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS;

SECTION I

IN CONFORMANCE WITH the laws of the State of Texas, the City Charter and City Ordinances, there shall be and is hereby levied and shall be assessed and collected for the year 2023 and beginning January 1, 2023 upon all taxable property, both real and personal, within the City of Henderson, Texas, made taxable by law, an ad valorem tax of Fifty-Four and fifteen, One Hundreds Cents (\$.5415) per \$100.00 valuation on each assessment to be based upon one hundred percent (100%) of its appraised value (unless otherwise exempted by the Constitution of the State of Texas), which said taxes when collected shall be apportioned among the funds and departments of the City of Henderson, Texas, for the purposes set forth as follows, to-wit:

2011 Bond Series	2.23% or	\$.0121
2012 Bond Series	4.01% or	\$.0217
2019 Bond Series	8.26% or	\$.0447
2023 Tax Note	7.79	\$.0422
General Fund	77.71% or	<u>\$.4208</u>
Total Ad Valorem Taxes	100.00%	\$.5415
Effective Rate		\$.4838

Breakdown of the \$.5415 Ad Valorem Tax

Maintenance and Operating	\$.4208
Interest and Sinking	\$.1207

SECTION II

The Tax Assessor and Collector for the City of Henderson, Texas, is hereby directed to assess, extend, and enter upon the tax rolls of the City of Henderson, Texas, for the current year the amounts and rates herein levied, and to keep a correct account of same; and when so collected, the same shall be deposited in the City Depository to be distributed in accordance with this Ordinance.

SECTION III

That the months of October, November, December, 2023 and January, 2024 be and said months are herein in all things designated and declared as the months in which said ad valorem taxes shall be due and payable; and if said current year taxes shall not be paid before the first day of February, 2024 then and after that date, said taxes shall be declared to be delinquent and shall accrue a penalty of six percent (6%) for the first month plus one percent (1%) per month or portion of a month thereafter, up to July 1, 2024, for a total maximum penalty of twenty percent (20%). In addition to penalties, a delinquent tax shall accrue interest at a rate of one percent (1%) for each delinquent month or portion thereof. In accordance with State law, the Tax Assessor and Collector cannot waive or postpone this penalty and interest rates.

SECTION IV

That Section 33.07 of the Texas Property Tax Code provides as follows:

(a.) A taxing unit or appraisal district may provide, in the manner required by law for official action by the body, that taxes that remain delinquent on July 1 of the year in which they become delinquent incur an additional penalty to defray costs of collection, if the unit or district or another unit that collects taxes for the unit has contracted with an attorney pursuant to Section 6.30 of this code. The amount of the penalty may not exceed twenty percent (20%) of the amount of taxes, penalty, and interest due.

SECTION V

That the City Council of the City of Henderson, desires to impose an additional penalty on delinquent taxes to defray cost of collection in an amount equal to twenty percent (20%) of the amount of taxes, penalty, and interest due.

NOW, THEREFORE, the City Council of the CITY OF HENDERSON, TEXAS, hereby imposes an additional penalty on all taxes remaining delinquent on July 1, 2024 and thereafter, on all taxes remaining delinquent on July 1 of the year in which they become delinquent, the amount of the penalty being twenty percent (20%) of the total amount of taxes, penalty, and interest due on the date such taxes, penalty, and interest are actually paid.

SECTION VI

All ordinances or parts of ordinances in conflict herewith are expressly repealed.

Considered this first reading on this 5 day of September 2023.

PASSED AND APPROVED this second reading, on this 12 day of September 2023.

John (Buzz) Fullen, Mayor

ATTEST:

Cheryl Jimerson, City Secretary

City of Henderson
300 W. Main Street
Henderson, TX 75652



Phone # 903.657.6551
Email: jabercrombie@henderson.tx.us
Website: <http://henderson.tx.us/>

MEMO

To: Mayor & City Council
From: Jay Abercrombie
Re: Tax Rate and Budget for 2023-2024
Date: September 5, 2023

.....

It has been everyone's understanding that we are planning to keep our overall Tax Rate for the City of Henderson flat, meaning, as close to last year's rate as possible. Staff worked diligently toward this effort and achieved that goal as mentioned in the previous meetings and the first Public Hearing on the Budget held on August 22, 2023.

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Expenses (Net Increase of \$1,300,000):

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Phase 2 #24 Construction – Increased \$1,180,000

ja



City Council

Agenda Item # 12.

SUBJECT: Consideration upon the first reading of Ordinance 2023-09-03 canceling the November 7th, 2023 Municipal Election declaring the unopposed applicants as the Council Members for Districts one, four and five. (Jimerson)

MEETING DATE: September 12, 2023

DEPARTMENT: Administration

CONTACT: Cheryl Jimerson

RECOMMENDED CITY COUNCIL ACTION: Consider the first reading of an ordinance canceling the November 7 General Election

ITEM SUMMARY: After the resignation of Council Member Wes Breitenberg to District One, there were no opponents for any of the three positions for the 2023 general election scheduled for November 7, 2023.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 2023-09-03 Cancel Election
2. Certification of Unopposed Candidates 2023

AN ORDINANCE CANCELING THE NOVEMBER 7, 2023 GENERAL ELECTION FOR DISTRICT ONE, DISTRICT FOUR AND DISTRICT FIVE AND DECLARING THE UNOPPOSED CANDIDATES ELECTED TO OFFICE, PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERBILITY CLAUSE:PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Henderson, Texas, is a home rule municipality located in Rusk County, created in accordance with the provisions of the Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, in accordance with law a general election has been ordered for November 7, 2023, for the purpose of electing three Council Members to serve on the City Council of the City of Henderson; and

WHEREAS, no proposition is to appear on the ballot in that election; and

WHEREAS, the city secretary has certified in writing that three candidates on the ballot are unopposed for election to office; and

WHEREAS, the filing deadlines for placement on the ballot and declaration of write-in candidacy has passed; and

WHEREAS, in these circumstances Subchapter C of Chapter 2 of the Election Code authorizes a governing body of a municipality to declare the unopposed candidates elected to office and cancel the election for Districts One, Four and Five.

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

SECTION 1: The following candidates, who are unopposed in the November 7, 2023, general election, are hereby declared elected to office, and shall be issued certificates of election:

**Council Member District One - Stephen Strong
Council Member District Four - Melissa Morton
Council Member District Five - Gina Juarez**

SECTION 2: The City Secretary is directed to post a copy of this ordinance at each designated polling place on November 7, 2023.

SECTION 3: This ordinance shall be cumulative of all provisions of ordinances of the City of Henderson, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinance, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 4: It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentence, paragraph or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

CONSIDERED THIS 12TH DAY OF SEPTEMBER 2023.

PASSED AND APPROVED THIE 17TH DAY OF OCTOBER 2023.

John Fullen, Mayor

ATTEST:

Cheryl Jimerson, City Secretary



Certification of Unopposed Candidates for the City of Henderson

To: Mayor John (Buzz) Fullen & Henderson City Council

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on November 7, 2023 by Ordinance No. 2023-09-03

Offices and names of candidates:

Council Member District One – STEPHEN STRONG
Council Member District Four – MELISSA MORTON
Council Member District Five – GINA JUAREZ


Signature

Cheryl Jimerson
Printed Name

City Secretary
Title

September 7, 2023
Date of Signing

(Seal)





City Council

Agenda Item # 13.

SUBJECT: Consideration and possible action to approve an application re-plating a 10.227 tract known as the LSD Subdivision within the City's ETJ. (Hughes/McElfresh)

MEETING DATE: September 12, 2023

DEPARTMENT: Community Development

CONTACT: Billy Hughes, P & Z Coordinator

RECOMMENDED CITY COUNCIL ACTION: Staff recommends that Council consider and approve the request to re-plate the un-improved property adjoining a property known as 1025 US HWY 259 South in Council District 2.

ITEM SUMMARY: Mr. Bell submitted an application to re-plate the property that adjoins a property known as 1025 US HWY 259 South. A survey and plat were performed by DDM Surveying Inc.. This is a 10.227-acre tract known as Lot 4 Block 347 in the LSD Subdivision. Mr. Bell is requesting that this 10.227-acre tract be divided so that he might have the opportunity to sell these two tracts of land. There is an access/utility easement that ties all tracts of land together to prevent any tract from becoming landlocked. Each tract will meet all the requirements of the Zoning Ordinance if approved.

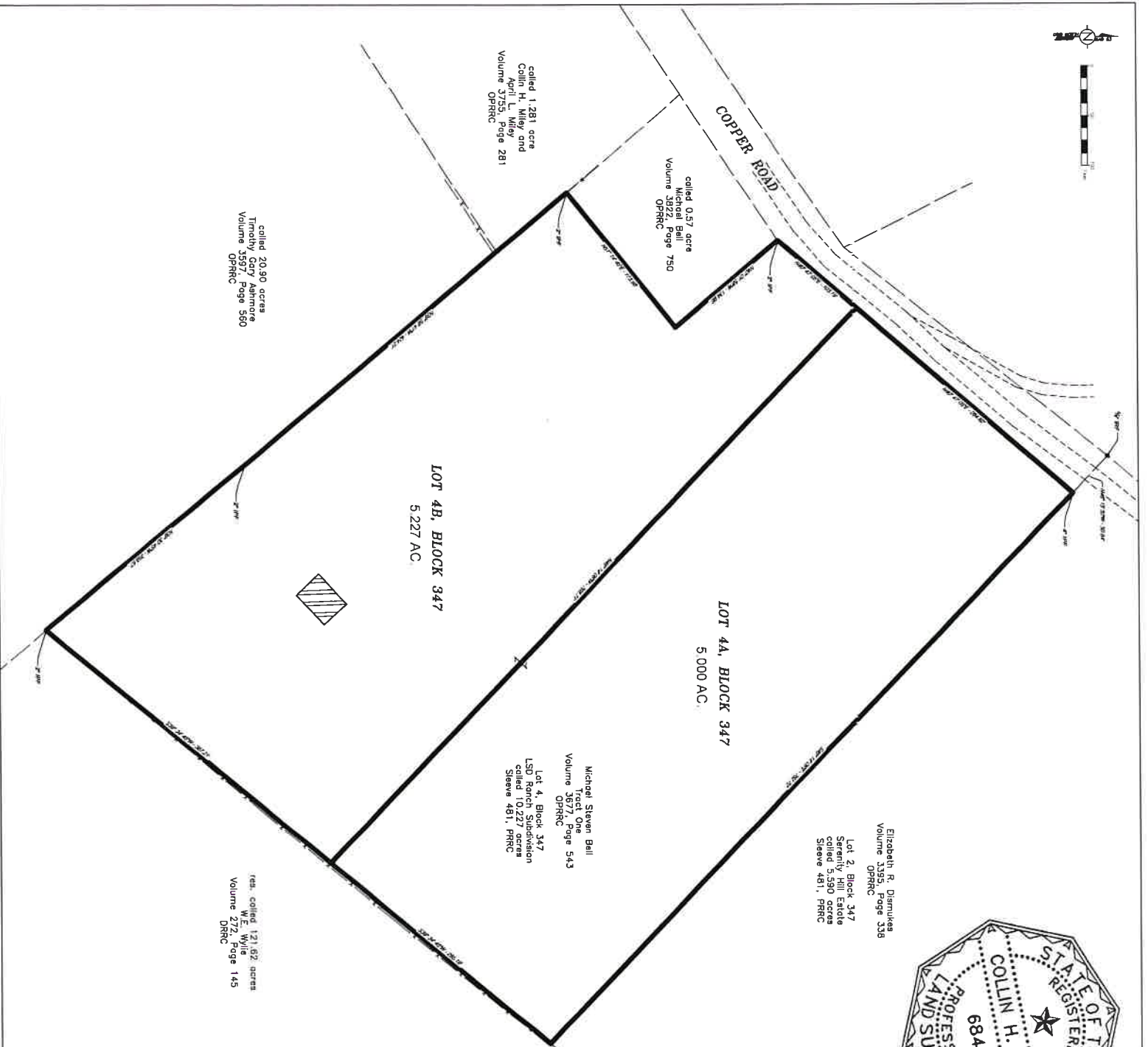
BACKGROUND INFORMATION: An existing 50' easement has been established and runs along the private asphalt road as an access and utility easement to each tract of land.

The LSD Subdivision was approved by council in May of 2019. Mr. Bell purchased the property in December 2019 as an investment.

SPECIAL CONSIDERATIONS: N/A

SUPPORTING MATERIALS:

1. Re-plat of the LSD Subdivision



SURVEYOR'S STATEMENT

I, Collin H. Miley, Registered Professional Land Surveyor No. 6841, State of Texas, do hereby certify that this plat was prepared from an actual survey made under my direct supervision on the ground during August, 2023.

GIVEN UNDER MY HAND AND SEAL, this the 23rd day of August, 2023.

August 023

Collin H. Miley
(Signature)

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas, this 23rd day of August, 2023.



OWNER'S STATEMENT

I, Michael Bell, am the OWNER of the tracts of land described in the Warranty Deed dated December 17, 2019, and recorded in Volume 3643, OPRRC, shown hereon, and do accept this as the Plan for subdivision and do dedicate to the public forever the streets, alleys and easements shown.

SUBSCRIBED AND SWORN BEFORE ME, a Notary Public in and for the State of Texas, this the 23rd day of August, 2023.



CERTIFICATE OF CITY MANAGER

I hereby certify that all requirements of the "Subdivision Ordinance" concerning submission and approval of information and Manager as required for Final Plat approval have been complied with referenced subdivision.

City Manager

Date

APPROVED AND ACCEPTED BY THE CITY COUNCIL OF HENDERSON, TEXAS on this ___ day of ___

Mayor

City Secretary



City Council

Agenda Item # 14.

SUBJECT: Consideration and possible action upon Resolution 2023-09-05 nomination to the Rusk County Appraisal District Board of Directors for the 2024-2025 term. (Abercrombie)

MEETING DATE: September 12, 2023

DEPARTMENT: Administration

CONTACT:

RECOMMENDED CITY COUNCIL ACTION:

ITEM SUMMARY: This resolution is to nominate the Board of Directors for the Rusk County Appraisal District.

BACKGROUND INFORMATION: The Texas Property Tax Code provides that each taxing unit that is entitled to vote may nominate one candidate for a position by resolution adopted by its governing body.

The present directors, Drew Butler, Denny Eby, Clifford Harkless, Pat McCrory and Neshia Partin, have agreed to serve another term of office should the entities desire to nominate them.

SPECIAL CONSIDERATIONS: The Texas Property Tax Code requires the Appraisal District Board of Directors to be nominated through a resolution. A resolution casting the City's votes for the nominees will be presented to Council

once notification of the nominees along with ballots are received.

SUPPORTING MATERIALS:

1. 2023-09-05 RCAD Board Nominations
2. RCAD Letter to Nominate Candidates for the BOA

RESOLUTION No. 2023-09-05

WHEREAS, Texas Property Tax Code, Section 6.03(g) provides for filling vacancies of a directorship on the Board of Directors of the Rusk County Appraisal District; and

WHEREAS, said Property Tax Code provides that the City of Henderson City, as a taxing entity, is entitled to nominate candidates to fill vacancies upon occurrence; and

WHEREAS, the City of Henderson has been notified by the Rusk County Appraisal District's Chief Appraiser that the current Board of Directors' terms are not expiring; and

WHEREAS, the City of Henderson wishes to exercise their right to nominate one or more candidates for the Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the City of Henderson City Council in proceeding to nominate qualified candidate(s) to fill the directorship positions, City of Henderson does hereby submit the name(s) of Drew Butler, Denny Eby, Clifford Harkless, Pat McCrory and Nesha Partin.

PASSED AND APPROVED this the **12th** day of **September 2023**.

APPROVED:

John (Buzz) Fullen, Mayor

ATTEST:

Cheryl Jimerson, City Secretary



RUSK COUNTY APPRAISAL DISTRICT

P.O. BOX 7 – HENDERSON, TEXAS 75653-0007

(903) 657-3578 FAX (903) 657-9073

July 31, 2023

Honorable John W. Fullen, Mayor
City of Henderson
400 West Main
Henderson, Texas 75652-3019

Dear Mayor Fullen:

It is time once again for the county, cities, school districts and junior colleges that participate in the Rusk County Appraisal District to select the board of directors for the 2024 – 2025 term. The selection process for this election is established in §6.03, Texas Property Tax Code.

§6.03(g) provides that each taxing unit that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position.

The code requires the presiding officer of the governing body of the unit to submit the names of the unit's nominees to the chief appraiser before **October 15**. As a reminder, to be eligible to serve on the Board of Directors; (1) nominees must be a resident of the appraisal district for at least two years immediately preceding the date the individual takes office, (2) members of the governing body may be nominated and (3) nominees cannot have any delinquent taxes locally or statewide. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing board or an elected official of a taxing unit that participates in the district.

In accordance with §6.03(d), the number of votes each taxing unit is entitled shall be determined by the unit's 2022 tax levy. The City of Henderson's voting entitlement is **281** (Two Hundred Eighty-One) votes. Notification of the nominees along with ballots will be delivered to each unit no later than October 30.

The present directors, Mr. Drew Butler, Mr. Denny Eby, Mr. Clifford Harkless, Mr. Pat McCrory and Mrs. Nesha Partin, have agreed to serve another term of office should the entities desire to nominate them.

I respectfully request that this item be placed on the agenda for the next scheduled City Council meeting. Should you have any questions pertaining to the procedure, please call.

Respectfully,
Rusk County Appraisal District

Weldon R. Cook, RPA, CCA
Chief Appraiser

CC: Mr. Jay Abercrombie, City Manager

7. The Commission has also received information from the public that the Commission's decision to grant the application for the proposed development is in accordance with the provisions of the Planning and Development Act 2000 and the Planning and Development Regulations 2001.

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City Council

Agenda Item # 15.

SUBJECT: Consideration and possible action upon amending the HEDCO Bylaws. (Clary)

MEETING DATE: September 12, 2023

DEPARTMENT: HEDCO

CONTACT: John Clary, HEDCO Director

RECOMMENDED CITY COUNCIL ACTION:
ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. 4. HEDCO - Type B Bylaws 2023

HENDERSON ECONOMIC DEVELOPMENT CORPORATION AMENDED CORPORATE BYLAWS

Adopted _____, 2023

These Bylaws (hereinafter referred to as the “Bylaws”) govern the affairs of the Henderson Economic Development Corporation, a public instrumentality and a non-profit Type B economic development corporation (hereinafter referred to as the “Corporation”) created under Chapter 505 of the Texas Local Government Code (hereinafter referred to as the “Act”).

ARTICLE I. Purpose

1.01 The Corporation is organized exclusively for the purpose of benefiting and accomplishing public purposes of the City of Henderson, Texas, by promoting, assisting and enhancing economic development activities for the City as provided by Chapter 505 of the Texas Local Government Code. The Corporation has no members and is a non-stock corporation.

ARTICLE II. Registered Office and Agent

2.01 The registered office of the Corporation shall be maintained in the City of Henderson Rusk County, Texas, where the Corporation shall maintain a registered office and the registered agent as provided in the Act. The Board of Directors shall be authorized to establish additional offices as well, and to change the location of any office of the Corporation.

ARTICLE III. Board of Directors

3.01 Management of the Corporation and General Powers

The affairs of the Corporation shall be managed by a Board of Directors appointed by the Mayor and City Council of Henderson. All voting rights shall be vested solely in the Board, whose members shall serve without compensation. In addition to the powers and authorities expressly conferred upon them by these Bylaws, the Board of Directors may exercise all such powers of the Corporation and do all lawful acts and things as are not prohibited by the statute or by the Charter of the City of Henderson or by these Bylaws. Without prejudice to such general powers and other powers conferred by statute, by the Charter and by these Bylaws, it is expressly declared that the Board of Directors shall have the following powers, to wit:

- (A) To purchase, or otherwise acquire for the Corporation, any property, rights, or privileges which the Corporation is authorized to acquire, at such price or consideration and generally on such terms and conditions as they think fit; and at their discretion to pay therefore either wholly or partly in money, stock, bonds, debentures, or other securities of the Corporation as may be lawful;
- (B) To create, make, and issue notes, mortgages, bonds, deeds of trust, trust agreements, and negotiable or transferrable instruments and securities, secured by mortgage or deed of trust on any real property of the Corporation to otherwise, and to do every other act or thing necessary to affect the same;
- (C) To sell or lease the real or personal property of the Corporation on such terms as the Board may see fit and to execute all deeds, leases, and other

conveyances or contracts that may be necessary for carrying out the purposes of this Corporation;

- (D) To contract with other existing private corporations to carry out economic development programs consistent with the purposes and duties as set out in these Bylaws and the Act and
- (E) To exercise any and all other powers granted by Chapter 505 of the Texas Local Government Code and any amendments thereto.

3.02 Selection

The Board shall be composed of seven (7) Directors who shall serve at the pleasure of the City Council. At least one (1) Director shall be an executive officer employed by VeraBank, Henderson Federal Savings Bank, Texas Bank or Origin Bank or their successors (the “Bank Director”). The Bank Director shall be selected from the foregoing institutions (or their successors) in the order listed above. Additional Local banking institutions may be added to the rotation upon application to the Board and approval by the Board & City Council. All Directors will be selected based on interest in the work of the Corporation, special expertise and civic service.

3.03 Terms of Office

The term of office for each Director shall be two (2) years. The terms of the Directors shall be staggered so that the terms of not less than three (3) Directors shall expire each year. Any Director may resign from the Board prior to the expiration of its term of office.

3.04 Vacancies

Any vacancy occurring in the Board of Directors shall be filled by appointment of the City Council of Henderson so as to continue the staggered terms as set forth in Section 3.03 above.

3.05 Board Attendance

Unless special consideration is granted by the Board to accommodate Directors who are temporarily inactive for good cause, any Director who is absent from three (3) consecutive regular or special meetings of the Board may be asked to resign.

3.06 Duties of Directors

Directors shall exercise ordinary business judgment in managing the affairs of The Corporation. Directors shall act as fiduciaries with respect to the interest of the citizens of Henderson. In acting in their official capacity as Directors of this Corporation, Director shall act in good faith and take actions they reasonably believe to be in the best interest of the Corporation and that are not unlawful. In all other instances, the Board of Directors shall not take any action that they should reasonably believe would be opposed to the Corporation's best interests, or would be unlawful.

ARTICLE IV. Officers

4.01 Officer Positions

The officers of the Corporation shall be a President of the Board, a Vice-President, a Secretary and a Treasurer, all of whom shall be members of the Board. No two offices may be held by the same person. The officers shall have all powers specified in the Bylaws, as amended from time to time, and all powers authorized under the Act and the Texas Non-Profit Corporation Act or its successor.

4.02 Election and Terms of Office

The officers of the Corporation shall be elected annually by the Board of Directors at the first meeting of the fiscal year or as soon thereafter as conveniently possible, provided the President shall be a hold-over director who has served at least one year. If there is no such hold-over Director eligible for President, the President shall be elected from the existing Board. Each officer shall hold office until a successor is duly elected and qualified. An officer may be elected to succeed himself or herself in the same office one (1) time. Vacancies in officer positions may be filled by the Board of Directors for their unexpired position of the officer's term.

4.03 President

The President shall be the chief executive officer of the Corporation. He or she shall generally supervise and control all of the business and affairs of the Corporation and shall preside at meetings of the Board of Directors. The President shall perform all

duties incident to the office and other duties prescribed from time to time by the Board of Directors. He or she may execute deeds, mortgages, bonds, contracts or other instruments that the Board of Directors has authorized to be executed. However, he or she may not execute instruments on behalf of the Corporation if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directors, the Bylaws, or statute. The President shall appoint, with majority approval of the Board, the members of all standing and other committees, unless composition is otherwise provided for in the Bylaws, and all committee chairs.

4.04 Vice-President

In the absence of the President, or in the event of his or her inability to act, the Vice-President shall perform the duties of the President. When so acting, the Vice-President shall have all power of and be subject to all the same restrictions as upon the President. The Vice-President shall also perform other duties as from time to time may be assigned to him or her by the President.

4.05 Secretary

The Secretary shall be the custodian of the corporate records. The Secretary shall record and keep or cause to be recorded and kept all votes and minutes of the meetings of the Board. The Secretary shall further give or cause to be given notice of all meetings of the Board of Directors and its committees, and shall perform such other duties as may be prescribed by the Board of Directors or President. The

Secretary may designate one or more Assistant Secretaries who may be employees of the Corporation to assist in the administration of the Corporate records.

4.06 Treasurer

The Treasurer shall perform such duties as are usually incumbent upon such office. He or she shall see that proper and accurate accounts are kept of the financial condition of the Corporation and that proper books are maintained for their orderly entry. He or she shall insure that the financial decisions adopted by the Board are duly followed, and that an independent audit is made of the accounts of the Corporation at the end of each fiscal year. He or she or his or her designee shall report the financial condition of the Corporation at each regular meeting of the Board and City Council from time to time for approval. The Treasurer shall further perform any other duties the President assigns from time to time. Disbursements of the funds of the Corporation shall be by check, and all checks shall be dually signed in a manner consistent with the guidelines recommended by the Treasurer and approved by the Board of Directors. All persons authorized to disburse or manage the funds of the Corporation shall be bonded in such sum as the Board of Directors may require.

4.07 Executive Director

The Board of Directors shall have the power to appoint an Executive Director. The Executive Director shall be the general manager and chief administrative officer of the Corporation, and subject to the supervision of the Board, shall perform such

duties as may be incident to his or her office or specifically delegated to him or her by the Board. The Executive Director shall serve at the pleasure of the Board and receive such compensation as the Board may determine from time to time. The Executive Director, as general manager and, chief administrative officer, shall be responsible for policy and program implementation and for all operations of the agency, including hiring, supervising and dismissing employees as well as defining and assigning their work. The Executive Director shall be a non-voting, ex-officio member of the Board of Directors and any other committees created by the Board of Directors. The Executive Director shall compile and submit to the Board regular reports and recommendations regarding the programs, policies and business affairs of the Corporation.

ARTICLE V. Board Committees

5.01 Committees Authorized

The Board of Directors may establish and delegate specified authority to additional standing and ad hoc committees from time to time. A committee may include persons who are not directors of the Corporation. The Board of Directors may establish qualifications for membership on a committee. Committee members shall serve at the pleasure of the Board and may be removed by the Board of Directors. In addition, the Board of Directors may authorize subcommittees from time to time and charge them with clear and specific duties. Subcommittees will operate under the general rules governing the Board committees and the general oversight of the Executive Director and Vice-President or Board Committee Chair.

The establishment of a committee shall not relieve the Board of Directors, or any individual director of any responsibility imposed by the Bylaws or otherwise imposed by law. No committee shall have the authority of the Board of Directors to

- (A) Amend the Articles of Incorporation;
- (B) Adopt a plan of merger or a plan of consolidation with another corporation;
- (C) Authorize the sale, lease, exchange or mortgage of any of the property and assets of the Corporation;
- (D) Authorize the voluntary dissolution of the Corporation;
- (E) Revoke proceedings for the voluntary dissolution of the Corporation;
- (F) Adopt a plan for the distribution of the assets of the Corporation;
- (G) Amend, alter, or repeal the Bylaws;
- (H) Elect, appoint or remove a member of a committee or director or officer of the Corporation;
- (I) Approve any transaction to which the Corporation is a party or undertake any action that involves a potential conflict of interest as defined in paragraph 8.04 below;
- (J) Take any action outside the scope of authority delegated to it by the Board of Directors;
- (K) Take final action on a matter that requires approval of the Board of Directors;

(L) Commit Corporation funds without the prior approval of the Board of Directors or

(M) Undertake any other matters appropriate to the authority of the Board of Directors.

5.02 Committee Terms

The members of each standing committee shall serve until the next annual meeting of the Board and/or until successors are appointed by an incoming President, unless the Committee is terminated or a member is removed, resigns, or ceases to qualify as a member. Vacancies on committees may be filled in the same manner as the original appointment.

5.03 Rules

Each committee or subcommittee may adopt rules for its own operation not inconsistent with the Bylaws or with rules adopted by the Board of Directors. A decision or recommendation of any committee or subcommittee shall be subject to approval by a quorum of the full Board.

ARTICLE VI. Meetings

6.01 Regular Meetings

The Board of Directors shall provide for at least four (4) regular meetings annually by resolution stating the time and place of such meetings. All regular meetings will be held in the corporate city limits of the City of Henderson.

6.02 Annual Meeting

The first meeting of the Corporation's fiscal year shall be designated as the Annual Meeting. It shall be held at a time and place designated by the Board.

6.03 Special Meetings

Special meetings of the Board of Directors may be called by the Mayor or at the request of the President or upon written request of at least three (3) Directors. Any notice of a special meeting shall contain a summary of the business or proposals to be brought before the special meeting. Should a Director's request for a special meeting be submitted to the President and filed in the Executive Director's office by three (3) Directors, the President shall determine and notify all directors in writing of the date, time, and place of the special meeting within three (3) days of the receipt of the Directors' request. If at any time during a meeting a quorum does not exist, no business shall be transacted.

6.04 Notice

Written or printed notice of each regular meeting of the Board of Directors shall be delivered to each Director by email or other means not less than three (3) days before the date of the meeting. If mailed, a notice shall be deemed to be delivered when deposited in the U. S. mail addressed to the person at his or her address as it appears in the records of the Corporation, with postage paid. The notice shall state the place, date, and time of the meeting. In the case of special meetings, notice shall be issued

to the Directors by email or in person at least three (3) days before the date of the meeting, and in addition to the place, date, and time, shall include who called the meeting and the purpose for which the special meeting is called. Attendance of a Director at a meeting shall constitute a waiver of notice of that meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

6.05 Quorum

Four (4) Directors currently serving shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

6.06 Action of Board of Directors

The vote of a majority of the Directors present and voting at a meeting at which a quorum is present shall be sufficient to constitute the act of the Board of Directors.

6.07 Proxies

A Director may not vote by proxy.

6.08 Open Meetings

All meetings and deliberations of the Board shall be called, convened, held and conducted in accordance with the Texas Open Meetings Act, TEX. GOV'T CODE Chapter 551, as amended.

ARTICLE VII. Corporate Duties, Transactions & Responsibilities

7.01 Program of Work

The Board of Directors shall research, develop, prepare and submit to the City Council for its approval an annual Program of Work which shall set out goals and objectives of the Corporation for the economic development of the City, and any other similar goals and objectives deemed appropriate by the Board and the City Council. The Board shall review and update the Program of Work each year prior to submission of the annual budget required by other provisions of these bylaws.

7.02 Annual Corporate Budget

At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by the City Council.

7.03 Limitations on Expenditures

The Corporation shall spend no more than ten percent (10%) of the annual Corporate revenues for promotional purposes. The Corporation may carry forward, year to year, the unused amounts set aside for promotional purposes.

7.04 Deposit and Investment of Corporate Funds

All Proceeds from the issuance of bonds, notes, or other debt instruments issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their issuance. All other monies of the Corporation shall be deposited, secured, and/or invested in the manner provided for the deposit, security, and/or investment of the public funds of the City of Henderson. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds there from for use by and for the purposes of the Corporation upon the signature of its Treasurer and such other members as the Board shall designate. The Board shall also provide for the reconciliation and investment of such funds and accounts. If agreed to by separate contract between the City and the Corporation, the accounts, reconciliation, and investment of such funds and accounts may be performed by the finance department of the City of Henderson. The Corporation shall pay reasonable compensation for such services to the City.

7.05 Contracts

The Board of Directors may by official action authorize any officer or agent of the Corporation to enter into a contract or execute and deliver any instrument in the name of and on behalf of the Corporation. This authority may be limited to a specific contract or instrument or it may extend to any number and type of possible contracts

and instruments. All contracts shall be approved by the Henderson City Council prior to acceptance and execution by the Corporation.

7.06 Gifts

The Board of Directors may accept on behalf of the Corporation any gift or bequest provided for the general purposes of or for any special purpose of the Corporation. Special funds shall include all funds from government contracts and gifts designated by a donor for special purposes. All other funds shall be general funds.

7.07 Potential Conflicts of Interest

The members of the Board of Directors are subject to the conflicts of interest requirements of Chapter 171 of the Local Government Code, and any other applicable state law concerning conflicts of interest. In the event that a Director is aware of a conflict of interest or potential conflict of interest, with regard to any particular vote, the Director shall bring the same to the attention of the meeting and shall abstain from the vote, unless the Board determines that no conflict of interest exists. Any Director may bring to the attention of the meeting any apparent conflict of interest or potential conflict of interest of any other Director, in which case the Board shall determine whether a true conflict of interest exists before any vote shall be taken regarding that particular matter. The Director as to whom a question of conflict of interest has been raised shall refrain from voting with regard to the determination as to whether a true conflict exists.”

7.08 Prohibited Acts

As long as the Corporation is in existence, no director, officer or committee member of the Corporation shall:

- (A) Do any act in violation of the Bylaws or a binding obligation of the Corporation;
- (B) Do any act with the intention of harming the Corporation or any of its operations;
- (C) Do any act that would make it impossible or unnecessarily difficult to carry on the intended or ordinary business of the Corporation;
- (D) Receive an improper personal or business benefit from the operation of the Corporation;
- (E) Use the assets of the Corporation, directly or indirectly, for any purpose other than carrying on the business of the Corporation;
- (F) Wrongfully transfer or dispose of Corporation property, including intangible property such as goodwill;
- (G) Use the name of the Corporation (or any substantially similar name) or any trademark or trade name adopted by the Corporation, except on behalf of the Corporation in the ordinary course of the Corporation's business;

- (H) Disclose any of the Corporation business practices, trade secrets or any other information not generally known to the business community to any person not authorized to receive it;
- (I) Commit Corporation funds without the prior approval of the Board of Directors or
- (J) Commit any unauthorized act.

Provided further, however, that the Corporation shall not have the power to own or operate any project as a business other than as lessor, seller or lender or pursuant to the requirements of any trust agreement securing the credit transaction. In addition, the user pursuant to any lease, sale, or loan agreement relating to a project shall be considered to be the owner of the project for the purposes of the application of any ad valorem, sales, and use taxes or any other taxes levied or imposed by the State of Texas or any political subdivision of the State of Texas. The purchase and holding of mortgages, deeds of trust, or other security interests and contracting for any servicing thereof shall not be deemed the operation of a project.

ARTICLE VIII. Books, Records, Audits

8.01 Maintenance of Records

The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs. In addition to proper financial records, the Corporation shall keep correct and complete minutes of

all board and committee meetings and all records required by the City of Henderson, by contracting agents, or by funding sources.

8.02 Compliance with State Law

All records shall be kept and administered in accordance with the Texas Public Information Act, TEX. GOV'T CODE Chapter 552, as amended, and Chapter 201 of the Texas Local Government Code.

8.03 Inspection

Any member of the City Council of Henderson, director or officer of the Corporation may inspect and receive copies of all books and records of the Corporation required to be kept by the Bylaws. Any person entitled to inspect and copy the Corporation's books and records may do so through his or her attorney or other fully authorized representative. The Board of Directors may establish reasonable fees for copying the Corporation's books and records by members. Consistent with the obligations and limitations of the Texas Public Information Act, the Corporation shall provide requested copies of books or records no later than ten (10) working days after the Corporation's receipt of proper written notice.

8.04 Audit

The Corporation shall cause its books, records, accounts, and financial statements, and all other activities for the previous fiscal year to be audited at least once each year by an outside independent certified public accounting firm selected by the

Corporation. Any such audit shall be performed in accordance with generally accepted auditing procedures (GAAP) and shall include a written management letter which details suggested management controls and operating efficiencies. The management letter shall include, but not be limited to, recommendations for improving cost reductions, recommendations for increasing revenues, and recommendations for increasing productivity and safeguarding assets. Each audit shall be prepared and submitted annually to the City Council of the City of Henderson, Texas, for approval within one hundred eighty (180) days after the end of the Corporation's fiscal year. Any such audit shall be performed at the expense of the Corporation.

ARTICLE IX. Fiscal Year

9.01 The fiscal year of the Corporation shall run concurrently with the City of Henderson beginning of the first day of October and ending on the last day of September in each year.

ARTICLE X. Amendments to Bylaws

10.01 Amendments

The Board of Directors, by the affirmative vote of no less than a super majority (5 out of 7 members) of the Board, may alter, amend, or repeal the Bylaws or adopt new Bylaws at any regular meeting, or any special meeting, providing that notice be given not less than three (3) days prior to any such meeting and that such notice contain a

copy of the proposed amendment or amendments. Said amendments shall be effective only upon approval by the City Council of the City of Henderson, Texas.

10.02 Legal Construction

If any Bylaw provision is held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of any such provision shall not affect any other provision and these Bylaws shall be construed as if such invalid, illegal, or unenforceable provision had not been included.

ARTICLE XI. Indemnification & Insurance

11.01 Corporation to Indemnify

The Corporation shall indemnify any director or officer or former director or officer of the Corporation for expenses and costs (including attorney's fees) actually and necessarily incurred by said officer or director in connection with any claim asserted against said officer or director by action in court or otherwise by reason of such person being or having been a director or officer, except in relation to matters as to which said person shall have been guilty of gross negligence or gross misconduct in respect of the matter in which indemnity is sought.

11.02 Corporation May Provide Insurance

The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation to insure such person against any liability asserted against said person by reason of such person

being or having been a director, officer, employee, or agent of the Corporation. The premium for such insurance shall be paid for by the Corporation.

ARTICLE XII. Parliamentary Authority

12.01 Robert's Rules of Order, Newly Revised, shall be the parliamentary authority for all matters of procedure not specifically covered by the Bylaws or any specific rules of procedure adopted by this Board.

ARTICLE XIII. Dissolution of the Corporation

13.01 The Corporation is a non-profit corporation. Upon dissolution, all of the Corporation's debts shall be paid first and then the assets shall be distributed to the City of Henderson, Texas.

Henderson Economic Development Corporation

BY: _____

DATE: _____

Name: _____

Title: President of the Corporation

ATTEST:

BY: _____

DATE: _____

Print Name: _____

Title: Secretary of the Corporation

APPROVED by majority vote of the Henderson City Council present on the _____ day of _____, 2023 and made effective immediately.

BY: _____

DATE: _____

Print Name: _____

Title: Secretary of the City of Henderson



City of Henderson

Monthly Report

To: Mayor and City Council Members

From: Jay Abercrombie, City Manager

August 2023

August has been an extremely busy month for staff, especially the Directors and Admin as we've been consistently working on the upcoming proposed budget. Each Director has been working on their respective department's numbers since April. This work has led to several renditions of the budget before it was finally presented to Council back on July 6th. Since that time, we have been working on the tax rate worksheet once we received the certified appraised values from the Rusk County Appraisal District. New legislation over the last couple of years has made the process extremely hard for all agencies involved. In the end, timelines and deadlines have to be met in order for the City Council to approve and enact the new year's budget.

I would like to express my appreciation to all staff and Directors that participated in efforts to get this budget completed. I would also like to express my appreciation separately for Karen Arnall and her work collaborating with each department and putting together the budget packet again in a successful format. One last thank you goes out to the Mayor and City Council for your questions, interests, and patience through this process. We continue to work by the vision of Council when it comes to long term projects and efficiency of our infrastructure.

We continue to work hard to check our projections on revenue and expenditures to get all we can out of each tax dollar. Keeping our tax rate level, or even a slight decrease this year, sets up the city for success in the future by ensuring solid infrastructure improvements.

This year's tax note of \$2 million will give a jump start on phase II of our infrastructure project on streets and water and sewer lines. This will save us money in the long term as prices continue to rise on materials and interest rates.

Henderson continues to have really strong sales tax revenue. In August the City received \$942,921.52 which is a 22.69% increase over last year's August receipt of \$768,538.96. Year over year numbers total a 16.5 % increase YTD. As we have been mentioning, Henderson continues to have a great and diverse economy.

We are anticipating setting a date in May to do a Dedication and Open House event for the new Municipal Services Complex. Original plans were to do this last spring; however, some updates and equipment took a lot longer to receive and complete. Now we are waiting on the full and complete construction of the elevator and rear parking area. We anticipate the construction to be complete in January which will allow for landscaping time and any unfinished areas to be tidied up.

The Central Fire Station construction with the roof, attic space, insulation, HVAC and duct work is going well. The HVAC bids will be available for Council approval via recommendation from the City Engineer at the September 12th Council meeting.

Our coaching and mentoring continues throughout all departments. One on one coaching allows staff to have specific time with supervisors to go over areas of growth in a positive and goal setting atmosphere. Training to date has consisted of customer service training for 38 of our team members. We are also halfway complete with our leadership training for our middle management and supervisor level team members. The first class had approximately 15 people in it and the second class starts this week with approximately another 15 supervisors attending. Most of our team members have never received any of this type of training in the past. We are receiving positive feedback from attendees, and some are encouraging us to present more training in the near future.

Comprehensive Plan – Kimly-Horn is putting the final touches on the Comprehensive Plan. We have a draft of all but one section and are reviewing for any additional updates before it is brought to Planning and Zoning followed by City Council for final adoption.

Construction of Fiber internet is continuing by several providers. Our Community Development Team continues to work diligently with these construction teams to make sure our residents and businesses aren't unnecessarily inconvenienced. This is a huge opportunity for our citizens and business owners who have been wanting other options. Now multiple options are available which will create a healthy competition for better rates and customer service.

The TML Conference is coming up this month. Please remember to mark your calendars for October 4-6th in Dallas. Cheryl is working on the final details with everyone's agenda including your hotel confirmations and your conference registration info. Packets with this info and your travel checks will be ready before you leave. I look forward to spending this time with you as we learn together and break bread together.

Tuesday, October 3rd is our National Night Out Event. This year's event will again be located at Fair Park like last year. The intention is to allow the community the opportunity to interact with our first responders and elected officials. Charles Helton is leading the planning again this year with the vision to move the parties out into several neighborhoods next year and the years following.

Our water meters continue to be changed out with about 4000 meters complete. We are already seeing a difference in readings as some are reading now that haven't had readings in months. Once this is complete, our billing process will be more efficient, allowing for better upkeep and preventative maintenance to be scheduled.

A preconstruction meeting for the roof and facility repairs from hail damage is scheduled for next week. This will be a turnkey operation through TML Insurance with a general contractor overseeing all construction. This format ensures the projects to be completed per the City's and TML's specifications with warranties in place. It also allows for quicker completion due to not having to go out to bid for each job individually.

We had our open enrollment meeting for all employees in August. This is an annual mandatory meeting that gives opportunities for all employees to hear updates regarding their benefits such as insurance and retirement. We are also now moving to direct deposit being mandatory for all employees. As of the first payroll in October, no more paper checks will be printed. This will help speed up the payroll process and ultimately clean up the process in general.

Again, thank you to Council for your progressive leadership that is allowing things to happen in Henderson that some thought never possible!

Please feel free to contact me at any time if you have a question regarding any department or concern within the City.

Cell – 903-571-2917 Email: jabercrombie@henderson.tx.us

Respectfully Submitted, Jay Abercrombie, City Manager



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 AUGUST 2023

<u>TYPE OF CALL</u>	<u>CITY</u>	<u>COUNTY</u>
<i>OTHER FIRES (Industrial/other)</i>	0	0
<i>STRUCTURE FIRES</i>	3	1
<i>VEHICLE FIRES</i>	2	3
<i>GRASS FIRES</i>	13	11
<i>ELECTRICAL FIRES</i>	0	0
<i>COOKING FIRES (KITCHEN)</i>	2	0
<i>POWER LINES</i>	4	0
<i>SMOKE CHECKS</i>	4	1
<i>ACCIDENTS (JAWS)</i>	0	0
<i>MVC'S (No Extrication)</i>	3	5
<i>AIRCRAFT STAND-BY</i>	0	0
<i>FUEL SPILLS/GAS LEAKS</i>	8	1
<i>RESCUE</i>	0	0
<i>MEDICAL CALLS</i>	33	4
<i>ALARM MALFUNCTIONS</i>	1	0
<i>FALSE ALARMS</i>	6	0
<i>DISPATCHED AND CANCELED ENROUTE</i>	5	5
<i>UNAUTHORIZED BURNING</i>	4	5
<i>CONTROL BURN (COUNTY ONLY)</i>	0	0
<i>ASSIST OTHER DEPARTMENTS</i>	0	1
<i>MISCELLANEOUS CALLS/PUBLIC SERVICE</i>	7	2
TOTAL	95	39
MILEAGE	250.7	444.6
MANHOURS	222	117
TOTAL CALLS		134
TOTAL MILEAGE		695.30
TOTAL MANHOURS		339
TRAINING	Paid 72 Vol 34	Total
INSPECTIONS		34
FIRE PREVENTION PROGRAMS		0
PUBLIC RELATIONS EVENTS		3
HYDRANT MAINTENANCE		0
WATER USAGE		7,300

HENDERSON FIRE DEPARTMENT



August 2023 Call Log

- Fire Calls: 97
- Medical Calls: 37
- Total Calls: 134
- Inspections: 34
- Hydrants: 0

August is the start of football season for the Henderson Lions. Henderson Fire Department will have firefighters at each of the games, unless firefighters are on an emergency call, to standby in case medical assistance is needed at the events. In the past, firefighters have assisted with medical issues ranging from spectators getting too hot, splinting broken bones and performing CPR. This partnership with HISD for HFD to standby at home football games has had positive results.



August 2023 Monthly Report

August 7-9th, TEEX Fire Instructor and HFD Volunteer Firefighter, Alan Russell instructed an Air Monitoring Class at Central Station. The class instructed firefighters on how to use the HFD Gas Detectors to monitor for hazardous materials and oxygen levels. Firefighters use the multi gas detectors to check for carbon monoxide in homes, oxygen levels in confined spaces and multiple other incidents.





August 15, 2023, Deputy Chief Ybarra and A-shift put on a presentation at the Kiwanas Club. The presentation covered many different areas associated with HFD. These included the Henderson Fire Department ISO rating and how the rating affects insurance policies, the drought conditions and how these conditions are affecting the wildfire activity for HFD and Rusk County VFDs.

August 16, 2023, HFD hosted several firefighter candidates applying for the position of firefighter for HFD. The firefighter applicants ran the HFD physical agility course at the civic center parking lot. Later that same day, those applicants that passed the physical agility course took part in a review board interview with the HFD Supervisors.

August 23, 2023, Lieutenant Patrick Lewis passed the HFD Captain promotional test and interview board. We would like to congratulate Captain Patrick Lewis on the promotion and his first day as Captain will be August 31, 2023.

On August 28, 2023, HFD held a retirement party for outgoing Captain Lance Ellis and Firefighter Bruce Bommarito at the Henderson Civic Center. We would like to thank Captain Ellis and Firefighter Bommarito for their service to our community in the past. We wish them good luck in their future endeavors.



August 30th, Henderson Firefighters joined Henderson Police Officers for their Coffee with Cops event at Herschel's Restaurant. The event allows HFD and HPD to meet and visit local citizens. Positive contact was made at the event along with a good breakfast.





UTHealth East Texas

City of Henderson

August 2023

Emergency Calls Compliance

Compliance
87.67%

Calls
146

Late
18

**Run# - 72688 – Priority 1 – Interfacility
Total Response Time – 10 minutes 11 seconds**

Delayed due to long out of chute time.

**Run# - 73786 – Priority 1 – Interfacility
Total Response Time – 10 minutes 04 seconds**

Delayed due to multiple calls and truck was enroute to post.

**Run# - 74974 – Priority 1 – Interfacility
Total Response Time – 12 minutes 21 seconds**

Delayed due to long out of chute time.

**Run# - 75841 – Priority 1 – Interfacility
Total Response Time – 10 minutes 16 seconds**

Delayed due to long chute time

Run# - 77122 – Priority 1 – Chest Pain
Total Response Time – 17 minutes 16 seconds

Delay due to unit being in between posts.

Run# - 77486 – Priority 1 – Breathing Problem
Total Response Time – 12 minutes 12 seconds

Delay due to long chute time.

Run# - 77914 – Priority 1 – Chest Pain
Total Response Time – 10 minutes 00 seconds

Delay due to long out of chute.

Run# - 78301 - Priority 1 – Interfacility
Total Response Time – 17 minutes 35 seconds

Delay due to long chute time.

Run# - 78313 – Priority 1 – Interfacility
Total Response Time – 22 minutes 49 seconds

Delay due to multiple calls in the city unit was posting.

Run# - 69373 – Priority 2 – Diabetic Problem
Total Response Time – 11 minutes 33 seconds

Delay due to long chute time.

Run# - 70135 – Priority 2 – Interfacility
Total Response Time – 14 minutes 27 seconds

Delay due to multiple calls in the city unit was posting.

Run# - 71237 – Priority 2 – Heat Exposure
Total Response Time – 11 minutes 34 seconds

Delay due to crew/dispatch error. Controller should have given call to closer truck, however, the crew should have made it but had a long out of chute time.

**Run# - 71448 – Priority 2 – Interfacility
Total Response Time – 10 minutes 18 seconds**

Delayed due to long chute time.

**Run# - 72546 – Priority 2 – Interfacility
Total Response Time – 10 minutes 44 seconds**

Delayed due to long chute time.

**Run# - 73448 – Priority 2 – Fall
Total Response Time – 15 minutes 14 seconds**

Delay due to multiple calls and unit posting.

**Run# - 74441 - Priority 2 – Interfacility
Total Response Time – 09 minutes 43 seconds**

Delay due to long dispatch time and long chute time.

**Run# - 77169 – Priority 2 – Fall
Total Response Time – 26 minutes 46 seconds**

Delayed due to multiple calls in the city.

**Run# - 77522 – Priority 2 – Interfacility
Total Response Time – 11 minutes 42 seconds**

Delayed due to long dispatch and 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

09/06/2023

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

Training report for the month of August

Total number of officers with license certification **3**

Total number of officers moved from basic to intermediate – 0

Total number of officers moved to advanced – 0

Total number of officers moved to master- 0

Total number of officers in the cadet program- **1**

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 July-**141.55**

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

Memo



To: Jay Abercrombie, City Manager

From: Chad Taylor, Chief of Police

cc: Cheryl Jimerson, City Secretary

Date: September 1, 2023

Re: Henderson Police Department Monthly Report



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

The Henderson Police Department had numerous events that encouraged our Officers to meet with the citizens in our community. Our department was able to participate in the Back-to-School Backpack drive. Most of the positions that were open are now filled with only two officer positions open. The department is seeing more quality applications come in than what we have seen over the last several years so we should be able to fill the last two officer position soon. We had several ribbon cuttings and met with several community members at Herschel's this month for Coffee with Cops.

August 1, 2023 –Several members of the Police Department at Griffith's Towing Ribbon Cutting.



August 4, 2023 – Officers the Herschel's Coffee with a Cop.



August 4, 2023 – School Resource Officers at the Civic Center for the Back-to-School Backpack Drive



August 10, 2023- Officers at Henderson Metro Church for Mid-morning Coffee



August 15, 2023 – Sgt. Charles Helton at Henderson Health and Rehab playing Bingo with the residents.



August 16, 2023 – Sgt. Charles Helton at the Ribbon Cutting at the Traffic Star Storage



August 30, 2023 – Chief Taylor and Members of the Police Department with Congressman Nathan Moran.



August 31, 2023 – Officers and Firemen meeting with Northside Students and members of the community at the second Coffee with Cops this month..



	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
						2022											
CALLS FOR SERVICE	813	770	819	764	802	738	671	753	878	1176	1160	1139	988	1001	1037	1030	975
OFFICER INITIATED C	77	98	92	96	86	66	53	105	209	486	484	414	388	289	362	295	321
DISPATCHED CFS	736	672	727	668	716	672	618	648	669	690	676	725	600	712	675	735	654
TRAFFIC CITATIONS	113	9	90	84	71	87	59	124	90	59	53	58	71	51	58	48	25
WRITTEN WARNINGS	251	331	267	323	327	338	275	490	425	286	274	182	234	168	240	152	185
ARREST	59	58	98	62	59	42	47	62	33	23	31	35	21	31	38	35	25
ACCIDENTS	29	33	15	24	22	23	14	24	17	21	28	29	21	37	19	44	35
DWI ARREST	2	1	5	3	0	1	3	1	1	4	3	0	2	1	2	3	2
(included above)																	
INCIDENT REPORTS																	
SENT TO CID	286	264	299	264	290	265	256	258	191	226	230	181	204	231	229	249	212
ASSIGNED	269	241	240	235	216	240	228	201	191	226	230	181	204	231	229	249	212
SUSPENDED	146	156	137	117	98	143	118	105	70	75	86	98	78	53	126	90	71
CLEARED	54	90	77	55	96	63	85	95	112	95	109	56	145	135	121	112	80
BURGLARY	9	4	15	18	15	10	12	4	1	5	5	2	19	15	7	14	17
ROBBERY	0	1	0	1	1	2	1	0	1	1	4	0	0	0	0	1	3
ASSAULT	31	36	33	27	40	27	26	23	12	10	31	22	19	32	28	27	31
POCS / POM*	8	11	6	11	12	5	9	6	2	3	3	4	2	0	3	0	1
SEXUAL ASSAULT	0	0	0	5	1	1	2	1	2	1	1	0	0	0	4	0	0

* Includes marijuana, cocaine, etc.

Jan	Feb	Mar	April	May	June	July	Aug
991	970	1092	1047	1077	1102	1133	1150
299	371	364	331	304	362	424	432
692	599	728	716	773	740	709	718
42	53	94	29	74	64	73	117
187	231	241	134	185	170	225	224
30	31	31	28	27	38	23	37
50	35	39	41	39	46	37	28
3	1	1	1	0	1	2	1
247	179	240	204	233	280	212	206
247	179	240	204	233	280	212	206
86	59	120	141	59	141	117	174
84	55	111	102	89	70	127	107
14	3	7	10	23	15	13	6
0	0	2	1	1	0	1	2
26	15	41	29	32	28	21	31
2	3	2	2	1	2	1	6
0	2	0	3	2	3	1	1

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

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

Minor loss of fidelity

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

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

Monthly Report

Month of: August

Year: 2023

Inside City Limits

Number of Dogs:	5	Year to Date:	62
Number of Cats:	17	Year to Date:	112
Number of Others:	1	Year to Date:	1
TOTAL Number of Animals:	23	Year to Date:	175

ACOPU

Number of Dogs:	25	Year to Date:	152
Number of Cats:	16	Year to Date:	96
Number of Others:	11	Year to Date:	62
TOTAL Number of Animals:	52	Year to Date:	310

Outside City Limits

Number of Dogs:	6	Year to Date:	81
Number of Cats:	12	Year to Date:	138
Number of Others:	1	Year to Date:	11
TOTAL Number of Animals:	19	Year to Date:	230

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:	36	Year to Date:	294
Number of Cats:	45	Year to Date:	347
Number of Others:	13	Year to Date:	74
TOTAL this Month:	94	Year to Date:	715

Animals Reclaimed

Number of Dogs:	5	Year to Date:	63
Number of Cats:	2	Year to Date:	4
Number of Others:	0	Year to Date:	3
TOTAL this Month:	7	Year to Date:	70

Animals Adopted

Number of Dogs:	24	Year to Date:	192
Number of Cats:	31	Year to Date:	314
Number of Others:	2	Year to Date:	18
TOTAL this Month:	57	Year to Date:	524

<i>Monthly Adoption Breakdown:</i>	<i>Dogs Adopted:</i>	20	<i>Dogs Rescued:</i>	4
	<i>Cats Adopted:</i>	11	<i>Cats Rescued:</i>	20
	<i>Others Adopted:</i>	0	<i>Others Rescued:</i>	2

Animals Euthanized

Number of Dogs:	2	Year to Date:	19
Number of Cats:	2	Year to Date:	8
Number of Others:	0	Year to Date:	0
TOTAL this Month:	4	Year to Date:	27

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

<u>Animals Held for Rabies Quarantine:</u>	1	Year to Date:	30
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<u>Animals Tested for Rabies:</u>	1	Year to Date:	19
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<u>Animal Complaints Received:</u>	694+	Year to Date:	6,913+
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<u>Deceased on Arrival (disposal):</u>	2	Year to Date:	44
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<u>Died in Care:</u>	2	Year to Date:	14
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Animal Protection Activity

Warnings Issued:	7	Year to Date:	181
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Citations/Complaints signed:	0	Year to Date:	70
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Calls for Service during hours:	69	Year to Date:	720
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Calls for Service after hours:	4	Year to Date:	31
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Seizures:	0	Year to Date:	2
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Wildlife Euthanasia (sick or injured):	2	Year to Date:	2
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Wildlife Release:	8	Year to Date:	31
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Traps Set:	33	Year to Date:	192
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CITY WAITING LIST:

TOTAL ADDED this Month:	12	Year to Date:	377
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COUNTY WAITING LIST:

TOTAL ADDED this Month:	146	Year to Date:	2,969
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TOTAL ANIMALS ON WAITING LIST:

TOTAL ADDED this Month:	158	Year to Date:	3,346
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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 August, 2023

MONTHLY TOTALS BUILDING CONSTRUCTION VALUE: August, 2023 \$3,946,240.18

MONTHLY TOTALS BUILDING CONSTRUCTION VALUE: August, 2022 \$362,855.00

ANNUAL TOTAL BUILDING CONSTRUCTION VALUE: TO DATE 2023 \$24,359,693.40

ANNUAL TOTAL BUILDING CONSTRUCTION VALUE: Thru August, 2022 \$4,187,918.00

BUILDING INSPECTORS REPORT

CODE ENFORCEMENT REPORT

Building Inspections	9	Food Establishment Inspections	0
Electrical Inspections	20	Food Truck/Trailer Permits	12
Plumbing Inspections	16	High Grass & Weeds	4
Mechanical Inspections	4	Junk Vehicles	3
Stop Work Orders	1	Illegal Signs	2
Other-Driveway, slab, etc.	6	Sub-Standard Structure Inspections/Notifications	4
Residential Plan Review		Illegal Dumping /Road debris/Illegal storage	0
Commercial Plan Review	1	Restaurant Grease Trap Inspection	0
Sign Permits Review	4	Abatements	2
Certificate of Occupancy	5	Other	9

Commercial Building Permits Issued	2
Residential Building Permits Issued	7
Residential Demo Permits Issued	4
Residential Roof Permits Issued	70
Commercial Roof Permits issued	12
Commercial Demo Permit Issued	1

Planning & Zoning: The Planning & Zoning Commission did not meet this month..

Board of Adjustments: The Board of Adjustments did not meet this month.

Items of interest: Construction is proceeding on 2 new commercial buildings and a multi-family townhome. West Fraser is still working on the Wellons Dry Kiln at this time. A new Cell Phone store will soon be opening its doors soon.

Submitted by: Cliff McElfresh, Community Development Mgr.

Date:09/05/2023

Billy Hughes, Planning and Zoning Administrator



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

August 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.
- 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:

August 1st – 12th, 2023

- Street & Utility crews – Utility locates for fiber optic installation throughout town, poured concrete curb and gutter on Lion St, poured concrete storm water inlet box on Sunset St, inspected and picked up supplies for storm drain repairs on Pine and Elk St, leveled erosions on Briarwood and Spring Valley St, repaired and serviced equipment, patch potholes throughout town, hauled off old files from City Hall, poured concrete sidewalk on South Main, demo ceiling tiles and insulation at Fire Station #1 prior to roof replacement.
- Parks and Recreation – Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, trimmed low hanging limbs at Lakewood Cemetery, leveled graves and headstones at Lakewood Cemetery, clean, service, and repairs on mowers.
- Buildings and Grounds Maintenance – pressure wash pavilions and restrooms at Fair Park, installed street sign and new pole on Pope @ Hubbard, cleared

brush blocking street signs on Pope @ Hubbard, repaired ice maker at Public Services Warehouse, replaced batteries in school zone lights, installed new surveillance cameras at the Animal Center, repaired Verabank Plaza lights.

August 13th –19th, 2023

- Street & Utility Crews – Demo ceiling tiles and insulation at Fire Station #1 prior to roof replacement, utility locates for fiber optic installation throughout town, poured sidewalk at 403 North High, removed and installed new storm drain on Millard Dr, trimmed low hanging limbs on Gray St, patched potholes throughout town.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, update/convert cemetery records to GIS.
- Buildings and Ground Maintenance – repaired GFI receptacle in Jay's Office/War Room at City Hall, replaced filter in ice maker at Public Services Warehouse, installed surveillance cameras at the Animal Center, corrected flooring transition at City Hall, planning for National Night Out meeting, repaired splash pad at Fair Park, Civic Center set up, repaired power at the Community Center, adjusted gate hinges at RCPA Building, cleaned air conditioner drain at the Police Department, met with RES about repair options on Civic Center air conditioners.

August 20th – 26th, 2023

- Street & Utility Crews – Demo ceiling tiles and insulation at Fire Station #1 prior to roof replacement, repaired brickwork at City Hall, patch potholes throughout town, utility locates for fiber optic installation throughout town, camera inspected storm drain on Standish and Evenside, hauled off old files from City Hall, repaired concrete storm inlet box on College Ave, trimmed low hanging limbs in ROW's.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, sprayed selective and non-selective herbicides on City maintained properties, update/convert cemetery records to GIS.
- Buildings and Grounds Maintenance – sealed wall penetrations for camera install at the Animal Center, tested splash pads, repaired overhead doors at Fire Station #2, installed new floor transition at City Hall foyer, installed new historical district signs, adjusted disk golf sign at Lake Forest Park, cleaned splash pad buckets at Fair Park, moved cameras at the Animal Center as requested, Syrup Festival planning meeting, met RES at the Civic Center about air conditioner maintenance, repaired leaking hose bid and sprinkler valve at the Community Center.

August 27th – 30th, 2023

- Street & Utility Crews – Demo ceiling tiles and insulation at Fire Station #1 prior to roof replacement, patched potholes throughout town, utility locates for fiber optic installation throughout town, cleaned storm drain at 1604 Evans, repaired storm drain at 605 Pine, cut dead Pine trees on Longview Dr ROW, asphalt street repair on Sunset Ave, hauled sand off from storm drain repair on West Main.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, update/convert cemetery records to GIS, picked up fallen tree limbs at Lakewood Cemetery.
- Buildings and Grounds Maintenance – broke down old street signs for recycling, painted door at RCPA building, tested splash pads, set up events at the Civic Center, replaced dead battery on work truck, re-hung light strand at the Alley on Main, repaired fountain at Lake Forest Park, repaired leaking splash pad manifold at Fair Park, repaired door closer at City Hall, serviced Lake Forest fountain from boat to clean fishing lines and moss, capped

missing splash pad features at Fair Park.



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

From: Karen Arnall, Finance Director

Subject: Monthly Report

Date: September 7, 2023

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

Water/Sewer/Garbage Billing Recap Month Ending 7/31/2023

Type of service	Amount Billed	Consumption Billed	Count	
Garbage	\$ 171,040.82	-	5,421	-
Sales tax on garbage	\$ 12,781.47	-		-
Sewer Charges	\$ 220,758.03	51,262,824	4,426	-
Water Charges	\$ 342,168.66	76,850,024	4,768	
Sprinkler	\$ 33,721.17	6,473,960	360	-
Penalty	\$ 10,589.78	-	851	-
Water Taps	\$ 700.00	-	5	-
Sewer Taps	-	-	-	-
Service Chg/Back Flow	\$ 345.00	-	5	
Total Billing	\$ 791,104.93	134,586,808	11,068	

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

FUND	AMOUNT											INT		
	INVESTED	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	TOTAL	RECEIVED	Y-T-D
	OCT 1,2022	Change	Change	Change	Change	Change	Change	Change	Change	Change	Change	INVESTED	IN JUL	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	-508,164.00	-9,054.00	1,256,804	11,480	76,341
GF-RESTRICTED	66,498	0.00	0.00	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	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	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	6,673.00	7,734.00	750,972	1,058	8,946
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	-67,010.00	23,201.00	51,542	83	1,111
EQUIPMENT REPL	365,316	141.00	648.00	741.00	792.00	755.00	859.00	146,845.00	998.00	974.00	957.00	519,026	958	7,781
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	-159,958.00	1,929.00	10,715	11	556
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	1,021.00	834.00	67,748	45	392
ANIMAL SHELTER	34,003	-306.00	409.00	14.00	955.00	-1,504.00	2,406.00	2,008.00	1,681.00	1,860.00	1,076.00	42,602	18	152
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	182,518.00	-173,764.00	333,369	2,726	22,817
W/S MIN RESERVE	800,000	0.00	0.00	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	14.00	155,735.00	185,397		
W/S-RESTRICTED	106,592	0.00	0.00	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	47.00	-7,194.00	81,287	49	508
MAIN STREET	22,542	-686.00	-176.00	-642.00	-932.00	1,726.00	-4,279.00	11,661.00	202.00	-1,865.00	-680.00	26,871	11	91
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	-24,023.00	22,437.00	223,839	86	742
CIVIC CENTER	82	0.00	0.00	0.00	0.00	1.00	0.00	0.00	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	5.00	4.00	11,462	4	40
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	2,309.00	2,411.00	894,865	2,411	20,158
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	-565,599.00	25,626.00	7,439,672.00	18,942	139,636

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
Jul 2023

DATE RECEIVED	TAX FOR MONTH	HOTEL NAME	TAXABLE MONTHLY RECEIPTS	7% TAX	1% RETAINER	AMOUNT PAID
8/3/2023	Jul	Baymont Inn	102,244.62	7,157.12	71.57	7,085.55
8/4/2023	Jul	Budget Inn (Sawan LLC)	17,151.98	1,200.64	12.01	1,188.63
8/11/2023	Jul	Economy Inn	3,224.51	225.72	2.26	223.46
8/7/2023	Jul	Holiday inn Express(Jayani Investments)	102,385.00	7,166.95	71.67	7,095.28
8/7/2023	Jul	Woodlawn Hills (Patel & Sons LTD)	32,500.00	2,275.00	22.75	2,252.25
8/3/2023	Jul	Motel 6	90,233.07	6,316.31	63.16	6,253.15
		Totals	347,739.18	24,341.74	243.42	24,098.33



Social Media Monthly Report

Facebook Reach
(Cumulative)

955,321

New Followers

783
(-1.4%)

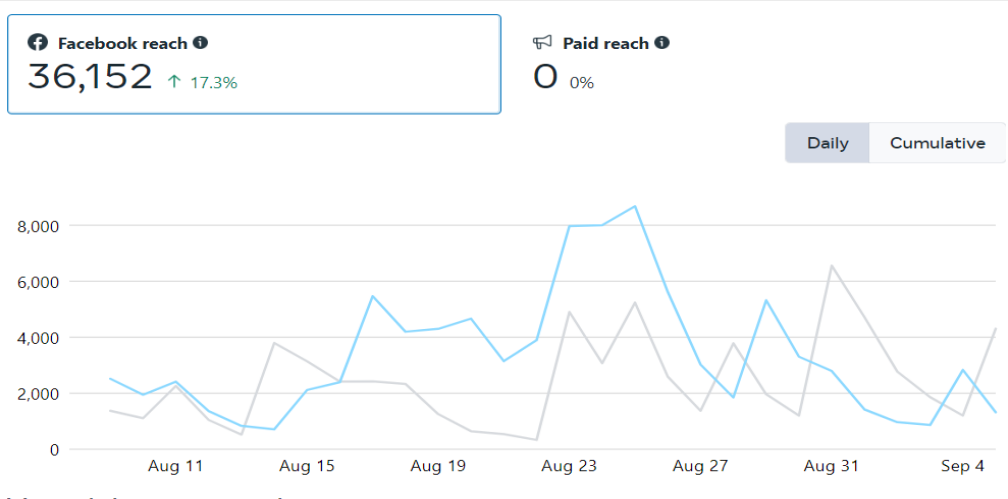
Reactions

13,023

Shares

2,006

Organic Page Visits



Current Followers



116 (+2%)



183

Accounts Reached



67

Views



55

Best post in August
2023 Snapshot



The City of Henderson, TX - Government

Published by P.M. Johnson · August 21 at 12:17 PM ·

ELVIS PRESLEY IN HENDERSON: The name still evokes excitement, glamor and rock-and roll thrills, even (46) years after his untimely death in 1977. World famous today, Elvis was a flat-broke and struggling musician in 1955.

"I had this promoter I worked with booking a lot of stuff in East Texas, and he asked me if I had a place to put these three boys who were broke, couldn't get a motel and couldn't get gas to get back to Memphis," say legendary disc jockey Tom Perryman. So Perryman reached out to friends and began booking the singer to perform in high school auditoriums, rodeo arenas and baseball fields across Rusk and Smith County.

Reach

8,201

Reactions

268

Shares

57

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	206,674	
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	1,860,458	-
Average Monthly Sales Tax:		109,594	117,501	121,330	\$ 127,910	136,026	162,885	186,046	#DIV/0!
Annual % Change Over the Previous Year		-0.09	7.21%	3.26%	5.42%	6.35%	19.75%	-4.82%	-100.00%

CIVIC CENTER/PAVILION MONTHLY REPORT

AUGUST

2023

CIVIC CENTER

Rental

Entire Hall	3	Hill High, Tx Synod Convention, Sacred Harp
1/3 Hall	1	FD Retirement Party,
2/3 Hall	4	New Life, Supply Train, City Empl Ins Open Enrollment, Shady Grove
Reception Room	6	Pike Shower, S Hester Memorial, Tandy Shower, FD Interviews, Main St Board Meeting, Fam \$ Graduation
Board Room	6	New Life (x2), Body Shop Wellness (x2), hughes bday party, Crossroads Meeting
TOTAL	20	

PAVILIONS

Rental

Yates Park	5	Rosborough, Wimberley, Bridges, Hollis, Jackson,
Fair Park	6	Ussery, Torres, Jackson, Murphy, Curtis, Brown,
Lake Forest-Lion	2	Brook, Calvary Bapt
Lake Forest-Mann	1	Calvary Bapt
Lake Forest-Azalea	2	Lopez, Calvary Bapt
Lake Forest-Gazebo	1	Calvary Bapt
Lake Forest-Plaza	0	
TOTAL	17	

MINUTES
HENDERSON MAIN STREET ADVISORY BOARD MEETING
Tuesday, August 22, 2023–12:15pm, Henderson Civic Center Rec. Rm.
1500 Lake Forest Parkway, Henderson, Texas 75652

Board Members:

Kelly Bumgardner
Misty Evans
Bonnie Geddie
Leon Harris
Michael Loosier

Ex-Officio Members:

Kaitlin Smith
Stephanie Kimbrell
Cheryl Jimerson
Kirk Kimbrell

Call to order by Leon Harris

1. Citizen Presentation – none
2. Downtown Association Report – Kaitlin Smith shared that there would be a stakeholder meeting at Donovan's.
3. Kelly Bumgardner made a motion to accept minutes from the July 20, 2023, Board Meeting. Bonnie Geddie seconded. All were in favor.
4. Bonnie Geddie made a motion to accept the July 2023 financial report. Kelly Bumgardner seconded. All were in favor.
5. General Discussion was had regarding Santa's House and a tentative schedule was established.
6. Committee Reports:
 - a. Organization – none/did not meet
 - b. Economic Restructuring – none/did not meet
 - c. Promotion & Design – none/did not meet
7. Main St. Coordinator Report – Kaitlin Smith shared information about the upcoming Art Walk, Fall Fling, Sunset at the Strand, and board member orientation.
8. President's Report – Leon Harris shared his excitement that the Strand Theater sign has been installed and is ready to be lit.
9. Next Board Meeting, Tuesday, September 26, 2023
10. Michael Loosier made a motion to adjourn. Misty Evans seconded. All were in favor.

Submitted By: Kaitlin Smith, Tourism & Main Street Coordinator

Approved By: _____



MINUTES – REGULAR MEETING

HENDERSON HISTORIC LANDMARK PRESERVATION COMMITTEE

Tuesday, August 22, 2023 at 12:00pm
Henderson Civic Center Reception Room
1500 Lake Forest Parkway
Henderson, Texas 75652

Committee Members:

Bonnie Geddie
Kelly Bumgardner
Leon Harris
Michael Loosier
Misty Evans

Ex-Officio Members:

Kaitlin Smith, Tourism & Main Street Coordinator
Stephanie Kimbrell, Civic Center Manager

1. Call to Order by Leon Harris.
2. Citizen Presentation – Jeff Campbell with Better Half Antiques explained the proposed work outlined in their application.
3. Consider and act upon: July 7, 2023, Minutes – Bonnie Geddie made a motion to approve the minutes as presented. Kelly Bumgardner seconded. All were in favor.
4. Consider and act upon: Façade/Sign Modification Application –113 S. Main St. – Bonnie Geddie made a motion to approve the application as presented. Kelly Bumgardner seconded. All were in favor.
5. Consider and act upon: Façade/Sign Modification Application – 101 S. Calhoun St. – Kelly Bumgardner made a motion to approve the application as submitted. Michael Loosier seconded. All were in favor.
6. Bonnie Geddie made a motion to adjourn. Michael Loosier seconded. All were in favor.

Submitted By: Kaitlin Smith, Tourism & Main Street Coordinator

Approved By: _____