



THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, WILL MEET ON TUESDAY, THE 17th DAY OF OCTOBER 2023, AT 6:00 P.M. FOR A REGULAR COUNCIL MEETING, AT CITY HALL, 300 W. MAIN STREET, FOR THE FOLLOWING PURPOSES:

Mayor:

J.W. (Buzz) Fullen

Mayor Pro Tem

Henry Pace

Council Members:

Place 1 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. Proclamation declaring October as Domestic Violence Awareness Month

CONSENT AGENDA

2. Consideration and possible action upon the Council minutes from the September 12th meeting.
3. Consideration and possible action accepting the request from Susan Magouirk for the street closure for the Hallelujah Fest on October 31, 2023.
4. Consideration and possible action on street closures for the Syrup Festival to be held downtown on November 11, 2023.
5. Consideration and Possible Action upon HEDCO financials for August 2023 (Clary)
6. Consideration and possible action upon approving the City of Henderson's 2023-2024 Investment Policy, there have been no updates to the policy. (Arnall)
7. Consideration and possible action upon street closures for Safety Fun Night October 31, 2023. (Chote/Taylor)

COUNCIL BUSINESS – REGULAR SESSION

8. Consideration and possible action on the appointment of David Hill as an interim City Attorney.
9. Consideration and possible action upon Resolution 2023-09-06 canceling the November 7th, 2023 Municipal Election declaring the unopposed applicant Stephen Strong as the Council Member for District one, and declaring the unopposed candidates in Districts four Melissa Morton and District five Gina Juarez as the Council members. (Jimerson)
10. Consideration and Possible Action appointing Place 4 reappointment of Noble Welch and place 6 reappointment of Michael Bell and appointment of one new member to the HEDCO board for Place 5, (Mayor)
11. Minor plat application submitted by Charles Crawford for a property in The City of Henderson's ETJ.
12. Consideration and possible action upon Resolution 2023-10-01 for the 2022-2023 budget amendment #2. (Arnall)

13. Consideration and possible action entering into a Professional Services Contract with Traylor and Associates on a generator through the Hazard Mitigation Grant Program (HMGP) project number DR 4485-0179. (Administration)

DEPARTMENTAL REPORTS:

14. The City Council may deliberate and make inquiry into any item listed in the Departmental Reports.
 - A. City Manager
 - B. Fire Department
 - C. Police Department
 - D. Animal Center
 - E. Community Development
 - 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 August 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:

15. Executive Session to Consult with the interim City Attorney discussing a RFQ for a City Attorney in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Section 071.

REGULAR SESSION:

16. Convene in Regular Session and take action necessary as a result of the Closed 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 the 13th day of October 2023.

Cheryl Jimerson, City Secretary

PROCLAMATION

DOMESTIC VIOLENCE AWARENESS MONTH

OCTOBER 2023

“Every1KnowsSome1”

WHEREAS, there is no age, race, gender, religion, or economic status that is immune from the impact of domestic violence that affects children, families, and entire communities and results in violations of a person’s privacy, dignity, security, and humanity by physical, emotional, sexual, psychological and economic control and abuse to maintain power and control over another individual, including abuse against children and the elderly; and

WHEREAS, National Domestic Violence Awareness Month strives to highlight how common domestic violence is as nearly 1 in 4 women and 1 in 7 men aged 18 and older have suffered injury due to intimate partner violence including rape, physical violence, and/or stalking and 1 in 15 children are exposed to intimate partner violence each year; and

WHEREAS, Domestic Violence Awareness Month was launched nationwide in October 1987 as a way to help victims find the compassion, comfort, and healing they need by uniting them with organizations working on addressing domestic violence issues to assist with access to medical and legal services, counseling, and safe housing; and

WHEREAS, this month allows us to reflect on what it means to be a survivor, a service provider, a counselor, a law-enforcement officer, or a shelter worker as they work together to make a difference in the lives of those caught in a violent situation; and

WHEREAS, local domestic violence service provider, **Women’s Center of East Texas**, is focused on ending violence by providing shelter and non-residential services including individualized safety planning, counseling, and comprehensive support services to survivors of domestic violence and their children.

NOW, THEREFORE, I, Buzz Fulton, Mayor of Henderson do hereby proclaim the month of October, 2023 as **National Domestic Violence Awareness Month** in Henderson, Texas, and urge the public to actively work toward eradicating domestic violence, improving survivor safety, and holding perpetrators of domestic abuse accountable for their actions.

Signed this 17th day of October 2023

John Buzz Fullen, Mayor



City Council

Agenda Item # 2.

SUBJECT: Consideration and possible action upon the Council minutes from the September 12th meeting.

MEETING DATE: October 17, 2023

DEPARTMENT: City Secretary

CONTACT:

RECOMMENDED CITY COUNCIL ACTION:
ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Minutes of the September 12 Council Meeting

MINUTES OF THE
HENDERSON CITY COUNCIL
Regular Rescheduled Scheduled Meeting September 12.

September 12, 2023

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

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

Council members present were Council Member Place 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 Operations Davis Brown, Director of Public Services Kirk Kimbrell, Director of Utilities Randy Boyd, Finance Director Karen Arnall, Zoning Coordinator Billy Hughes, Civic Center Manager Stephanie Kimbrell, Executive Leadership Assistant/HR Specialist Hillary Faulkner, Communications and Marketing Coordinator Phedra Johnson, and HEDCO Director John Clary.

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

CITIZENS COMMENTS

There were no citizens' comments.

PRESENTATIONS/ANNOUNCEMENTS

1. National Night Out Proclamation.

Lieutenant Charles Helton gave an overview of the National Night Out Proclamation.

2. Paint the Town Pink Proclamation.

Fire Chief Rusty Chote gave an overview of the Paint the Town Pink proclamation.

3. Fire Prevention Week Proclamation.

Fire Chief Rusty Chote gave an overview of the Fire Prevention Month 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 Member Henry Pace made a motion to approve the consent agenda, duly seconded by Council Member Reggie Weatherton. The vote was unanimous.

COUNCIL BUSINESS – REGULAR SESSION

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

Neal Holland of Stokes and associates stated on Friday, August 25, 2023 that 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. The bid price was \$51,322.68. Also, a cost, not to exceed, of \$8,800 will be added to this bid to 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. The total bid price was \$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.

Council Member Reggie Weatherton made a motion to approve the bid of \$60,122.68 for the Central Fire Station Replacement, duly seconded by Council Member Henry Pace; Melissa Morton against. The vote was 3 for and 1 against.

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)

Jason Hughes, Hilltop Securities, gave an overview of the bid process for the 2 million dollar tax note. There were two bidders. The low bid came in at a 4.44% interest rate. The final par amount of \$2,055, 000 can be paid off by August 15, 2027 with a maturity date of September 30, 2030.

Council Member Reggie Weatherton made a motion to approve the tax note, duly seconded by Council Member Melissa Morton. The vote was unanimous.

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

City Manager Jay Abercrombie explained 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. The 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 by petition for the voters to bring to an election to lower the rate. The maximum rate allowed now through the 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 the Council without raising the overall tax rate. We were able to work to lower the Maintenance and Operations rate (M&O), which gave us 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.

In front of you this evening is a balanced budget with a current tax rate for the year 2022 of .541800.

Council Member Henry Pace made a motion approving said Ordinance 09-01-2023 adopting the proposed budget, duly seconded by Council Member Melissa Morton. The vote was unanimous.

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

The tax rate is explained in item 10 above.

Council Member Melissa Morton made a motion approving said Ordinance 09-02-2023 adopting the proposed tax rate, duly seconded by Council Member Gina Juarez. The vote was unanimous.

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)
Council had no questions or comments on the first reading of the Ordinance 2023-09-03 canceling the general election.

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)

Planning and Zoning Coordinator Billy Hughes had a correction to this item. It is within the city limits of Henderson, making a recommendation of approval on a plat application submitted by Mr. Bell on a 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

Council Member Reggie Weatheron made a motion to approve the re-plat of the LSD Subdivision, duly seconded by Council Member Gina Juarez. The vote was unanimous.

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)

City Secretary Cheryl Jimerson stated, 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.

Council Member Melissa Morton made a motion to approve Resolution 2023-09-05 for the nomination of RCAD board members, duly seconded by Council Member Henry Pace. The vote was unanimous.

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

HEDCO Director John CLary explained what changes were made to the Bylaws. While HEDCO was designated as a Type A corporation, the terms limits required by law were 3 year terms, the Type B designation by law has 2 year terms and the Banker's position on the Board was changed from annually to a 2 year term with the rotation the same rotation by entity. The other item changed was the Board Members limit on the terms they could serve, which was removed.

Council Member Gina Juarez made a motion to approve amending the HEDCO Type B Bylaws , duly seconded by Council Member Henry Pace. The vote was unanimous.

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

The Council had no questions or comments on the monthly reports.

BOARDS AND COMMISSIONS

Board of Adjustments Minutes

Planning and Zoning Minutes

Cemetery Board Meeting Minutes

Main Street Meeting Minutes

Preservation Minutes

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

EXECUTIVE SESSION:

REGULAR SESSION:

ADJOURNMENT

17. Adjourn

Council Member Reggie Weatherston made a motion to adjourn at 6:32 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 # 3.

SUBJECT: Consideration and possible action accepting the request from Susan Magouirk for the street closure for the Hallelujah Fest on October 31, 2023.

MEETING DATE: October 17, 2023

DEPARTMENT: Police Department

CONTACT: Chad Taylor, Rusty Chote, Fire Chief

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council accepting this resolution.

ITEM SUMMARY: Request is for blocking off the 200 block of Webster Dr. between N. Marshall St. and N. High St. between the hours of 4pm - 9pm.

BACKGROUND INFORMATION: The Calvary Baptist Church will be having a Hallelujah Fest from 6pm-8pm on October 31, 2023. This will be a community event on Halloween night and request the 200 block of Webster Dr. be blocked off for the event.

SPECIAL CONSIDERATIONS: Police, Fire, and Ambulance units will be rerouted around the event unless there is an emergency.

SUPPORTING MATERIALS:

1. Hallelujah Fest Map

CITY OF HENDERSON

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

Event Title: Hallelujah Fest

Contact Person for Event: Susan Magouirk

Telephone Number for Contact Person: 903-705-2499

Type of Event: Community-Mainly for kids

Date(s) of Event: October 31, 2023

Time(s) of Event: 6:00 pm-8:00 pm (Requesting closure for 2
hours prior-1 hour post (4 pm-9 pm)).

Proposed Route, if applicable: _____

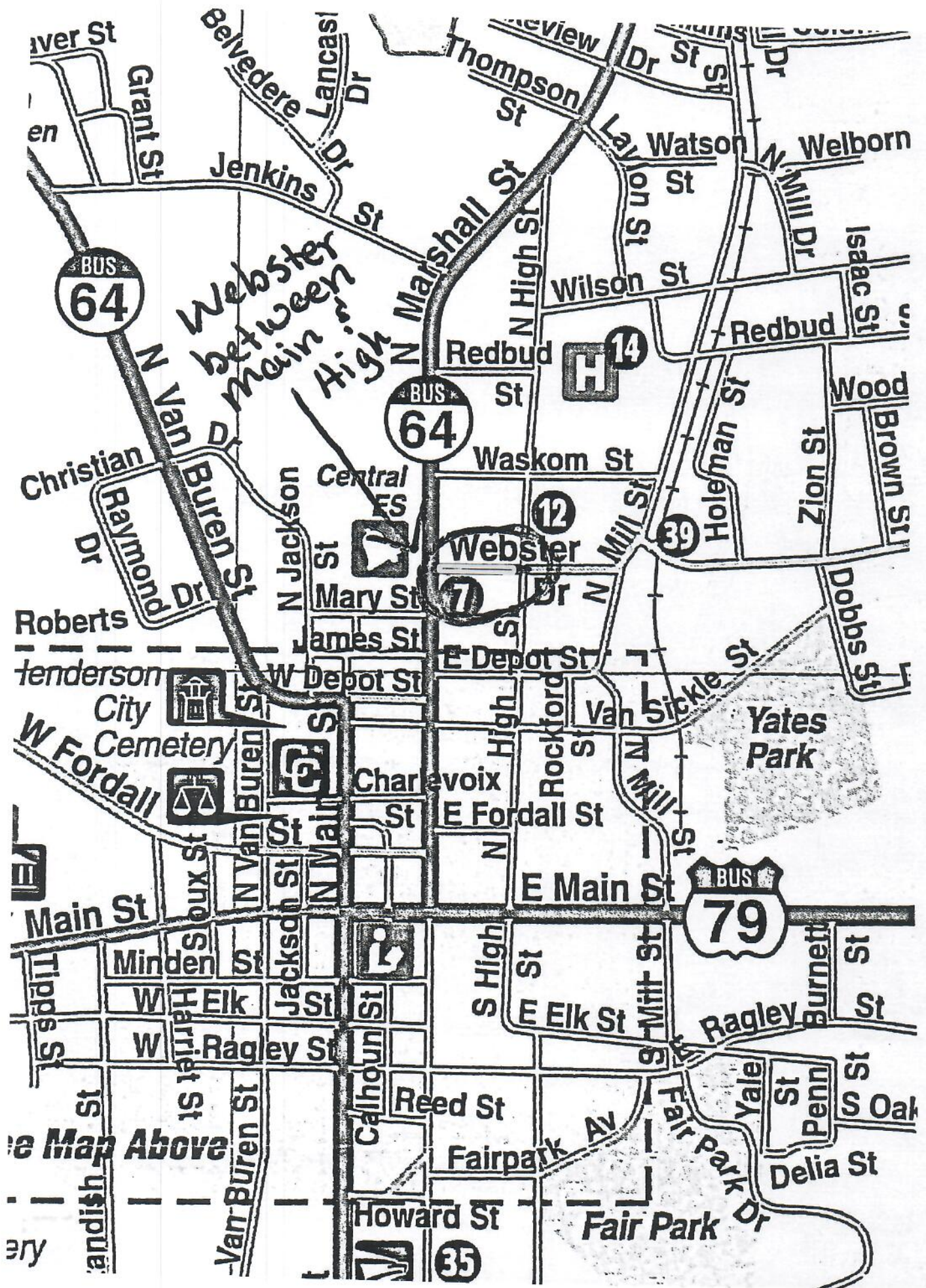
_____ (Enclose Map for Verification)

Proposed Street Closures, if applicable: Webster Street between
Marshall and High Street. (Enclose Map for Verification)

Proposed Electrical Requirements, if applicable: _____

Proposed Service Personnel Needs (i.e. Police, Fire, Street):

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





City Council

Agenda Item # 4.

SUBJECT: Consideration and possible action on street closures for the Syrup Festival to be held downtown on November 11, 2023.

MEETING DATE: October 17, 2023

DEPARTMENT: Police Department

CONTACT: Rusty Chote, Fire Chief, Chad Taylor

RECOMMENDED CITY COUNCIL ACTION: Staff Recommends Council support this event and approve the request from Tourism as presented.

ITEM SUMMARY: This request addresses the annual Henderson Syrup Festival event planned for November 11, 2023 and involves the closure of multiple streets for the duration of the event.

BACKGROUND INFORMATION: This annual event has been held each November, and has grown in scope over the years. It is, at this time, the largest single event held in Henderson, drawing nation-wide visitors to the City.

SPECIAL CONSIDERATIONS: The Police Department and Fire Department participate in the event from the initial planning stages through providing security and emergency response personnel during the festival.

SUPPORTING MATERIALS:

1. Syrup Festival Barricades
2. Syrup Festival Map
3. Syrup Festival Street Closures and Barricades

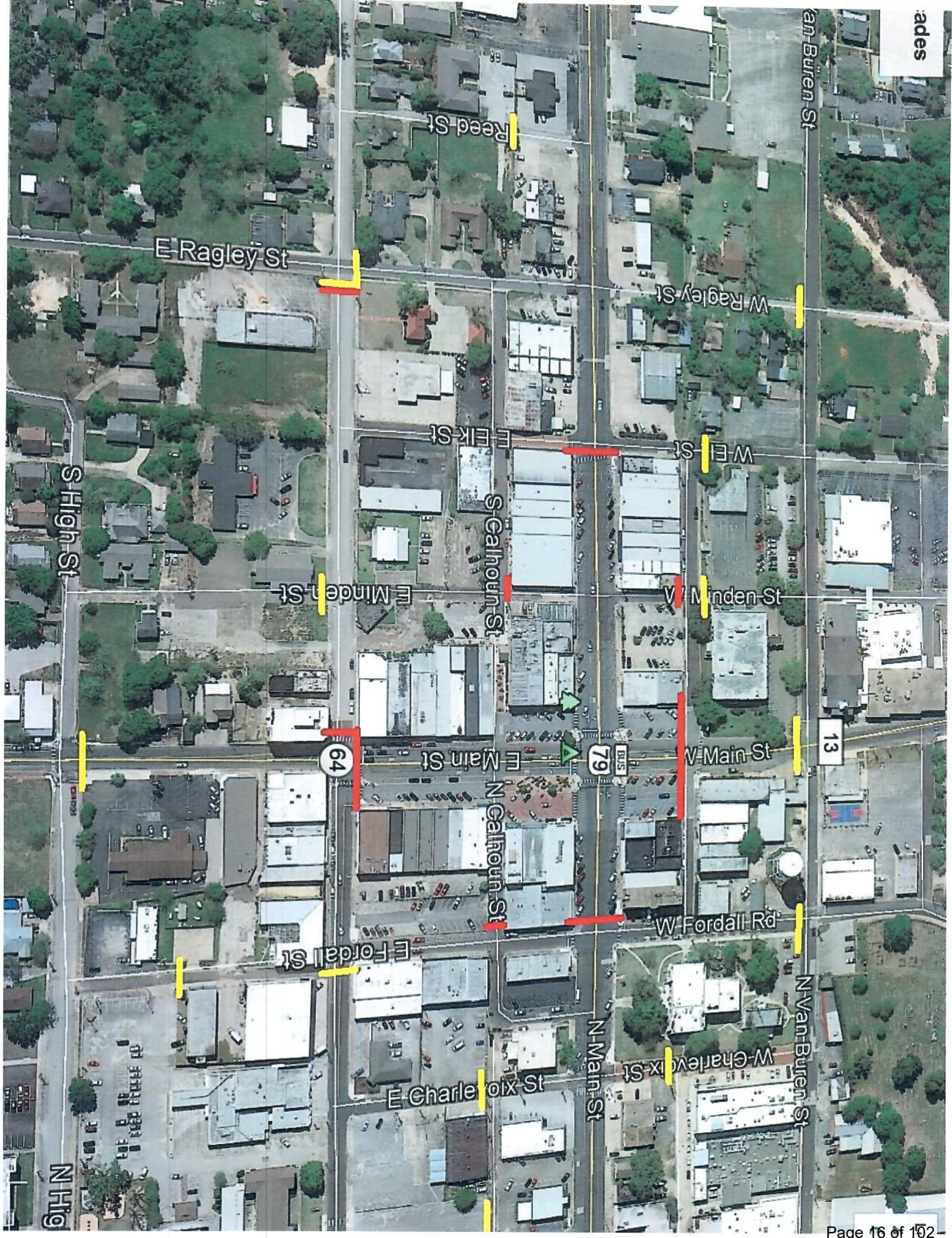
2023 Syrup Festival Barricades

11/10/23 6:00 p.m. Friday Night Street Closures - Red on attached map

West Main @ Jackson (East side of intersection)
North Main @ West Fordall (South side of intersection)
North Calhoun @ East Fordall (South side of intersection)
East Main @ Marshall (West and South side of intersection)
East Ragley @ South Marshall (North side of intersection)
South Calhoun @ East Minden (West side of intersection)
Sout Main @ West Elk (North side of intersection)
South Jackson @ West Minden (West side of intersection)

11/11/23 6:00 a.m. Saturday Morning Street Closures – Yellow on attached map

East Main @ High (West side of intersection) Manned and a patrol car
South Main @ East Howard (North side of intersection) Manned and vehicle with a light bar
West Main @ Van Buren (East side of intersection) Manned and vehicle with a light bar
North Marshall @ East Fordall (North side of intersection)
Reed @ South Calhoun (West side of intersection)
East Ragley @ South Marshall (West side of intersection)
East Ragley @ South Marshall (North side of intersection)
South Marshall @ East Minden (East side of intersection)
East Fordall @ S&N Cleaners
East Charlevoix @ North Calhoun (East side of intersection)
East Van Sickle @ North Calhoun (East side of intersection)
North Main @ Depot (South side of intersection)
West Charlevoix @ North Jackson (East side of intersection)
North Van Buren @ West Fordall (East side of intersection)
West Minden @ South Jackson (West side of intersection)
West Elk @ South Jackson (West side of intersection)
South Van Buren @ West Ragley (East side of intersection)



Street Closures & Barricades 2023 Syrup Festival

South of Square:

1. South Main at West and East Minden
2. South Main at West and East Elk
3. South Main at West and East Ragley
4. South Main at East Reed
5. South Main at Howard * cut through to S. Marshall
6. South Jackson at Minden
7. South Marshall at Minden
8. Family Dollar west parking lot entrance/exit
9. South Calhoun at East Elk
10. South Calhoun at East Minden on Calhoun
11. South Calhoun at East Minden on Minden
12. South Van Buren at W. Elk

(Manned/patrolmen) East Main at North High

(Manned/patrol car) South Main at Howard light bar vehicle

(Manned/patrolmen) West Main at Van Buren

(Manned/patrolmen) East Fordall at North Marshall

(Total 4 locations)

North of Square:

1. East Fordall at North Main- Portable Potties/ Band Parking
2. East Fordall at North Marshall – be sure to close Friday night•• band sign to be placed Friday evening
3. West Fordall at Van Buren –
4. West Fordall at North Main –
5. West Fordall at North Jackson –
6. West Side of Charlevoix at North Main -Antique Cars
7. East Side of Charlevoix at North Main -Antique Cars
8. East Side of Charlevoix at Marshall & end of church parking lot -Antique Cars
9. North Jackson at Depot -Antique Cars
10. North Jackson at Charlevoix
11. North Main at Depot

23 barricade locations

4 manned barricades - downtown



City Council

Agenda Item # 5.

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

MEETING DATE: October 17, 2023

DEPARTMENT: HEDCO

CONTACT: John Clary, HEDCO Director

RECOMMENDED CITY COUNCIL ACTION: to approve financials for August 2023

ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. HEDCO FINANCIALS 2022-2023 (Updated Thru 2023-08-31)
2. HEDCO TYPE B FINANCIALS 2022-2023 (Updated Thru 2023-08-31)

HEDCO - APPROVED BUDGET 2022-2023

	A	B	C	D	E	F	G	H	I	J	K
1	Last Edit Date:		September 13,2023	TYPE A - EDC							
2	Budget approved:		HEDCO - 8/11//2022	08/31/2023 Checking Acct. # 4911857 Balance				\$	525,625.15		
3	Budget approved:		City Council 8/23/2022	08/31/2023 Money Market Acct. # 4011759 Balance				\$	3,171,698.97		
4	Budget amended:		July 18, 2023	08/31/2023 Type B Checking Acct. # 4271963 Balance				\$	2,629,336.00		
5					Total Account Balances			\$	6,326,660.12		
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	8/31/2023	8/31/2023	Budget	Notes
9				12	12				11	92%	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	9,821.95	150,047.10	91%	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	80,100.00	203,346.60		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
											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
15	3059		Lease Income - Texas Materials Group - 29.16 Ac.	12,800.00	12,800.00		12,800.00		12,800.00	100%	
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	89,921.95	2,342,114.60	108%	
18											
	* Footnote		Note Reciveable from Rusk County Rural Rail District - Not Included in Budget Totals								Notes receivable accrue on the balance sheet vs.the budget at. \$6,666.67 per month. Pmt. Deferred for 15 years until 2037.
19				13,333.34	13,333.34						
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	8/31/2023	8/31/2023	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. Forgiveable loan executed March 2021. \$30,000 forgiveable Loan in A/R
26	6119		High Demand Job Training Grant #5				50,000.00				
27	6120		Proj Provalus - Remodel Old City Hall Complex					9,429.00	66,595.16		Project Provalus
28	6200		Business Incentives for new or existing businesses	500,000.00	500,000.00		350,000.00		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	9,429.00	70,595.16	12%	
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	9,415.00	78%	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	3,685.50	36,140.07	120%	Legal fees
37	6504		Office Expenses	1,500.00	1,500.00		1,500.00	31.27	2,564.30	171%	Office supplies, copy paper, printer cartridges, computers, printer, furniture, bookshelves, storage, etc.
38	6505		Postage & Shipping	100.00	100.00		100.00	35.55	261.75	262%	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	8/31/2023	8/31/2023	Budget	Notes
39	6506		Property Tax						70.53		Copy machine tax
40	6507		Telephone, Cell (Admin)	600.00	600.00		600.00	50.00	550.00	92%	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	6,000.00	193,955.36	86%	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	10,177.32	244,457.01	129%	
44											
45			Personnel Expenses								
46	7001		Contract Labor - Executive Director (with City)	144,420.00	144,420.00		161,539.00		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				Life Insurance - Office Manager Karen Smith
48	7003		Insurance Health - Adm. Asst.	4,775.00	4,775.00		5,044.00		4,176.14	83%	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		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		45,549.63	91%	Salary - Office Manager Karen Smith
52	7009		Payroll Taxes - Adm Asst.	4,200.00	4,200.00		4,950.00	37.09	4,163.54	84%	Payroll Taxes - Office Manager Karen Smith
53	7010		Contract Labor - Dir. of Marketing/Business Dev.	108,280.00	108,280.00		108,280.00		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	3,499.68	89%	Health Insurance - Director of Marketing
55	7020		Contract Labor - Administrative Assistant								
56			Subtotal - Personnel Expenses	311,521.00	311,521.00		339,199.00	474.55	249,127.89	73%	
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	8/31/2023	8/31/2023	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	1,064.31	35,487.47	51%	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	597.51	4,516.03	31%	Meeting refreshments, BREP meals, Prospect Hosting, Industry Appreciation Luncheon
63	7205		Dues, Memberships & Subscriptions	17,285.00	17,285.00		17,250.00	248.00	6,548.32	38%	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	891.71	8,684.17	35%	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	2,801.53	71,404.99	47%	
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	8/31/2023	8/31/2023	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		3,565.00	89%	Maintenance (Mowing, Clearing, Trimming, water detention, etc)
72	7303		Property Maintenance - Taylor Street/Greenbelt	1,000.00	1,000.00		600.00		500.00	83%	Greenbelt Maintenance
73	7304		Property Maintenance - Old Industrial Park				40,000.00		34,513.75		
74	7305		Property Maintenance - East Texas Regional Business Park	20,000.00	20,000.00		35,000.00		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					22.50	1,723.84		
79			Subtotal - Repairs and Maintenance (Non-Capital)	25,000.00	25,000.00		79,600.00	22.50	91,402.59	115%	
80											
81	TOTAL EXPENSES			1,273,936.50	1,273,936.50		1,389,843.00	22,904.90	726,987.64	52%	
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	8/31/2023	8/31/2023	Budget	Notes
83	CAPITAL OUTLAY										
84	7501		Purchase of Property for New Business Park	400,000.00	400,000.00		400,000.00	345,654.03	345,654.03		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	170,922.10	2,746,309.17	72%	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	516,576.13	3,091,963.20	74%	
89											
90	TOTAL EXPENDITURES (Expenses + Capital Outlay)			4,173,936.50	4,173,936.50		5,589,843.00	539,481.03	3,818,950.84	68%	
91	Totals										
92		Total Revenues		1,630,769.07	1,630,769.07		2,167,009.73	89,921.95	2,342,114.60	108%	
93		(Less) Total Expenditures		4,173,936.50	4,173,936.50		5,589,843.00	539,481.03	3,818,950.84	68%	
94	Net Increase/Decrease In Unrestricted Net Assets			(2,543,167.43)	(2,543,167.43)		(3,422,833.27)	(449,559.08)	(1,476,836.24)	43%	
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)	(449,559.08)	(1,476,836.24)	43%	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	-449,559.08	-1,476,836.24		

HEDCO - Type B Financials 2022-2023

	A	B	C	D	E	F	G	H	I
1	Last Edit Date:		September 13, 2023						
2	Budget approved:								
3	Budget approved:								
4	Budget amended: July 18, 2023								
5	Bank Account Balance		Type B Acct. # 4271963	\$	2,629,336.00	8/31/23			
6									
7				APPROVED		Y-T-D			
8				BUDGET	1-Month Ended	2022-2023	% Of		
9	Acct.#		Description	2022-2023	8/31/2023	8/31/2023	Budget	Notes	
10				12	11	11	100%	Percent of year completed	
11	REVENUE								
12	3010		Sales Tax Revenues Type B	2,200,000.00	235,730.38	2,096,188.15	95%	Fiscal year receipts	
13	3025		Interest Income - Type B	27,500.00	5,981.82	23,424.21	85%		
14	3090		Other (Misc) Revenue						
15		TOTAL REVENUE		2,227,500.00	241,712.20	2,119,612.36	95%		
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	8/31/2023	8/31/2023	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	8/31/2023	8/31/2023	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 - Finisco 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	8/31/2023	8/31/2023	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	241,712.20	2,119,612.36	95%	
85			(Less) Total Expenditures		-	-	-	#DIV/0!	
86			Net Increase/Decrease In Unrestricted Net Assets		2,227,500.00	241,712.20	2,119,612.36	95%	
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	8/31/2023	8/31/2023	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 approving the City of Henderson's 2023-2024 Investment Policy, there have been no updates to the policy. (Arnall)

MEETING DATE: October 17, 2023

DEPARTMENT: Finance

CONTACT: Karen Arnall, Finance Director

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council to approve the City of Henderson's Investment Policy for fiscal year 2023-2024.

ITEM SUMMARY: In accordance with Chapter 2256, Texas Government Code (the Public Funds Investment Act) the City's investment policy and investment strategy must be reviewed and approved annually by the City Council. Currently the investment officers are listed as the City Manager and the Finance Director.

The current policy sets the minimum level of reserve funds for the General Fund at \$1.8 million and the Water & Sewer Fund at \$800,000.

BACKGROUND INFORMATION: Council has reviewed this policy every year since the Texas Government Code has required it.

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Investment Policy 2023

CITY OF HENDERSON, TEXAS



INVESTMENT POLICY

October 2023

Investment Policy City of Henderson, Texas

1. Statement of Intent

It is the policy of the City of Henderson (the "City") to invest public funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow requirements of the organization.

The City shall administer its investment activities in conformance with Chapter 2256, Texas Government Code (the Public Funds Investment Act). The City shall also administer its investment activities in conformance with any other applicable state and federal regulations, applicable bond resolution requirements, this Investment Policy and related Strategy.

2. Scope

This investment policy applies to all financial assets of the City of Henderson, Texas, at the present time and any funds to be created in the future and any other funds held in custody by the City of Henderson, unless expressly prohibited by law or unless it is in contravention of any depository contract between the City of Henderson and any depository bank. All funds will be pooled for investment purposes and shall include but not limited to the following funds:

- a. General Fund,
- b. Capital Project Fund,
- c. Enterprise Fund,
- d. Special Revenue Fund,
- e. Debt Service Fund, including reserve and sinking funds, and
- f. any new fund created by the City, unless specifically exempted by the Council.

3. Objectives

The primary objectives, in priority order, of the City of Henderson investment activities shall be: Safety, Liquidity, Yield, and Public Trust. It is the policy of the City of Henderson to invest public funds in a manner which is consistent with state and federal law that will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the City. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust.

Safety: Safety of principal is the foremost objective of the investment program. Investments of the City of Henderson shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

Liquidity: The City of Henderson's investment portfolio will be structured to enable the City to meet all operating requirements which might be reasonably anticipated. The minimum level of reserved funds will equal to the average of at least 60 days of operational expenses. The General Fund reserves should not be less than \$ 1.8 million. The Water & Sewer Fund reserves should not be less than \$800,000.

Yield: It shall be the design of this policy to earn the maximum rate or return allowed on investments with safety as the primary and liquidity being the secondary objectives of the portfolio structure. The maximum allowable stated maturity of any individual investment owned by the City of Henderson shall not exceed two (2) years.

Public Trust: Officials of the City of Henderson with investment authority shall seek to act responsibly as custodians of the public trust. All officials of the City of Henderson shall avoid any transaction which might impair public confidence in the City's ability to govern effectively. The City of Henderson investment portfolio shall be open public records and shall be made readily available upon request by the Mayor and City Council. Reports of the investment portfolio shall be made to the Mayor and City Council monthly.

4. Investment Strategy

The City is required by the "Act" to adopt a written Investment Strategy for individual funds or its fund group as a whole. The following Investment Strategy outlines overall objectives for the funds as a whole. A more dynamic strategy will depend on prevailing market conditions at the time of investment:

- a. *Suitability* - Any investment type eligible in the Investment Policy is suitable for the fund group. Specific bond covenants and cash flow constraints may create additional limitations and will need to be considered.
- b. *Safety of Principal* - All investments will be of high quality securities with no perceived default risk. Although Investment Policy is limited to conservative securities, the Investment Officer for the City shall continually monitor current positions and be aware of potential concerns related to selected investments.
- c. *Marketability* - Securities with active and efficient secondary markets are necessary in the event of an unanticipated cash requirement. The Investment Policy specifically limits authorized investments to those considered most marketable and liquid.
- d. *Liquidity* - To the extent possible, the City will attempt to match its investment maturities with anticipated cash flow requirements. Unless matched to a specific cash flow requirement, the City will not directly invest in securities maturing more than two (2) years from the date of purchase. In general, investment in long-term securities shall be avoided. However, in certain circumstances, where a specific cash flow need is identified, the City may invest in longer-term securities. Such specific cash flow requirements would include the expenditure of construction bond proceeds and debt service funds. Investment pools and money market mutual funds shall provide a competitive yield alternative for short term fixed maturity investments.
- e. *Diversification* – The City shall strive to achieve ample diversification by investing in security types with both fixed and variable rates. In addition, the City shall invest with different issuers and financial institutions to spread potential risks.

Diversification by security types shall be established by the following maximum investment type to the total City investment portfolio:

Depository CDs	100%
U.S. Treasury bills, notes and strips	85%
Federal agency securities	75%
Investment Pools	75%
Money Market funds	25%

- f. *Yield* - Attaining a competitive market yield for comparable security-types and portfolio restrictions is the desired objective. At no time shall the City lengthen its maturities or intentionally assume additional credit risk in attempt to obtain a higher yield. The City's quarterly benchmark, used to help gauge relative performance, shall be the 91-day T-bill average yield for the reporting period.

5. Policy and Strategy Review

The City Council (the "Council") shall review its Investment Policy and Investment Strategy not less than annually. The Council shall adopt a written instrument by resolution stating that it has reviewed the Investment Policy and Investment Strategy. The written instrument so adopted shall record any changes made to either the Investment Policy or Investment Strategy. In addition, the City's investment activities shall be reviewed annually by the City's independent auditors as part of the annual audit process. The objective of the review shall be to ascertain compliance of the City's investment activities with the Investment Policy and Investment Strategy.

6. Investment Officers

The Finance Director and City Manager are authorized to administer the investment activities of the City and, as such, are designated as Investment Officers for the purposes of this policy. The Council may designate, by resolution, additional qualified employees as Investment Officers to be responsible for the administration of the City's investment activities. Authority as Investment Officer is effective until rescinded by the City or until termination of employment.

The Finance Director and City Manager shall attend at least one training session relating to investment responsibilities within 12 months after taking office or assuming duties. On a continuing basis, the investment training sessions must be attended at least once in a two-year period that begins on the first day of a city's fiscal year and consists of the two consecutive fiscal years after that date for at least eight (8) hours of instruction. Such training, from an independent source as approved by City Council, shall include education in investment controls, security risks, strategy risks, market risks, and compliance with the Public Funds Investment Act.

7. Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. This "prudent person" standard shall be applied in the context of managing an overall portfolio. Investment Officers acting in accordance with the Investment Policy and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner to the Mayor and City Council and that appropriate and immediate action is taken to control adverse developments.

8. Ethics and Conflicts of Interest

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program or that could impair their ability to make impartial investment decisions. Additionally, all Investment Officers shall file with the Texas Ethics Commission and the Council a statement disclosing any personal business relationship with

an entity seeking to sell investments to the City or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the City.

9. Broker/Dealers

The City recognizes that all investment decisions regarding the City's portfolio are ultimately the responsibility of the City and its Investment Officers. However, all broker/dealers conducting business with the City shall make every reasonable effort to adhere to the spirit, philosophy, and specific terms of this Investment Policy. All investment advisors and broker/dealers shall avoid recommending or suggesting transactions outside the spirit, philosophy, and specific terms of this Investment Policy.

Selection of broker/dealers will be the responsibility of the Investment Officers. Investment Officers will establish criteria to evaluate broker/dealers, including:

1. adherence to the City's policies and strategies,
2. investment performance and transaction pricing within accepted risk constraints,
3. responsiveness to the City's requests for service and information, and
4. understanding of the inherent fiduciary responsibility of investing public funds

Broker/dealers eligible to transact investment business with the City shall be presented a written copy of the City's Investment Policy. A registered principal of the entity shall execute a written instrument certifying substantially to the effect that the registered principal has:

1. received and reviewed the City's Investment Policy, and
2. acknowledge that the entity has implemented reasonable procedures and controls to preclude imprudent investment activities with the City.

The City shall not enter into any investment transaction with a broker/dealer prior to receiving the written instrument described above.

10. Eligible Investments

a. United States Government Obligations

Obligations of the United States government or its agencies and instrumentalities that are explicitly or implicitly guaranteed by the full faith and credit of the United States government.

This shall include U.S. Treasury-bills and Treasury-notes as well as direct obligations of the following Federal agencies: Federal Home Loan Bank (FHLB), Federal National Mortgage Association (FNMA / "Fannie Mae"), Federal Home Loan Mortgage Company (FHLMC / "Freddie Mac") and the Federal Farm Credit Bank (FFCB)

Excluded from eligibility are principal-only and interest-only mortgage backed securities, inverse floaters, Collateralized Mortgage Obligations (CMO's) and any other government securities deemed ineligible by the Public Funds Investment Act.

b. Depository CD

Eligible certificates of deposit are those issued by state and national banks doing business in the State of Texas. To be eligible, certificates of deposit must also be:

1. insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, or

2. secured by obligations meeting requirements of the Public Funds Investment Act, and
3. governed by a Depository Agreement, as described in section 11 of this document, that complies with federal and state regulations for properly securing a pledged security interest.

c. Money Market Mutual Funds

Money Market funds are an eligible investment under this policy if the mutual funds:

1. fully invest all deposits without sales commissions or loads,
2. is registered with and regulated by the Securities and Exchange Commission,
3. has a dollar-weighted average stated maturity of 90 days or fewer,
4. includes in its investment objectives the maintenance of a \$1 net asset value and
5. is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent.

The City shall not invest, in the aggregate, more than 25 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in eligible mutual funds.

d. Investment Pools

1. Investment pools are an eligible investment instrument under this policy provided investment in any particular pool is approved by the Council by resolution. Eligible investment pools must conform, in every respect, to the Public Funds Investment Act.

The City shall not invest, in the aggregate, more than 75 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in eligible investment pools.

11. Collateralization

Consistent with the requirements of state law, the City requires all bank deposits to be federally insured or collateralized with eligible securities. Financial institutions serving as City depositories will be required to execute a Depository Agreement with the City. The safekeeping portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy or closing. The City must approve all securities pledged.

a. Collateral Levels

In order to anticipate market changes and provide a level of security for all City funds, the collateralization level in all City Depositories will be no less than 102 percent of the total of all City funds held in each Depository each day. The securities constituting the pledge shall be valued at the lower of par or market value.

b. Safekeeping

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery versus payment basis and be held in safekeeping by either the City, an independent third party financial institution, or the City's designated banking services depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to the City listing each specific security, rate, description,

maturity, cusip number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for the City or pledged to the City. All securities pledged to the City for certificated of deposit or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank from which the securities are pledged.

12. Safekeeping and Custody

The City shall contract with a bank or custodian for the safekeeping of any securities owned by the City as a part of its investment portfolio. The designated Safekeeping Agent will be responsible for the processing of individual security trades, safekeeping of securities owned by the City and monthly reporting. All securities held by the Safekeeping Agent on behalf of the City shall be evidenced by a safekeeping receipt. The purchase of individual securities shall be executed on a "delivery-versus-payment" (DVP) basis through the City's Safekeeping Agent. The DVP method prevents the City's funds from being released until the City has received, through the Safekeeping Agent, the securities purchased.

13. Internal Controls

The Finance Director shall establish and maintain a system of internal controls over the investment activities of the City. The City's internal controls over investment activities shall be reviewed annually by the City's independent auditor as part of the annual audit process. Any irregularities or suggestions for improvement shall be reported to the Council through the Comprehensive Annual Financial Report or separately issued report as prescribed by the audit engagement agreement.

The Finance Director will monitor, at least annually the credit rating changes in investments and should the rating fall below accepted levels, the Finance Director will immediately advise the City Manager and Council of the loss of rating, the possible loss of principal.

14. Reporting

The Investment Officers shall continually monitor investment activity. Not less than monthly, the Finance Director shall provide a timely comprehensive report to the Council regarding the City's investment activities. The report shall conform to the requirements of the Public Funds Investment Act. Such requirements include but are not limited to:

1. detailed description of the investment position of the City as of the reporting date,
2. stating the book and market value of each asset at the beginning and end of the period,
3. stating the changes to market value of each asset during the period by type of asset,
4. stating the interest earned for the reporting period,
5. stating the maturity date of each asset, and
6. stating the compliance of the portfolio with the Investment Policy, Investment Strategy, and the Public Funds Investment Act.

DULY PASSED AND APPROVED ON THE _____ DAY OF _____, 2023.

Recommended: _____

Executed: _____



City Council

Agenda Item # 7.

SUBJECT: Consideration and possible action upon street closures for Safety Fun Night October 31, 2023. (Chote/Taylor)

MEETING DATE: October 17, 2023

DEPARTMENT: Fire Department

CONTACT: Rusty Chote, Fire Chief

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council support this event and approve this request as presented.

ITEM SUMMARY: This request addresses the yearly Public Safety Fun Night planned for October 31, 2023 and involves the closure of West Main Street in front of Central Fire Station from Souix Street to Standish Street, Harriet Street next to Fire Station and Minden Street behind the Fire Station. Most of the participants are families who park at the new and old City Hall Complex. These families are escorted across highly congested traffic on West Main by firefighters to get to Central Fire Station. Barricades will be placed at these locations

BACKGROUND INFORMATION: This annual event has been held each October, and has grown in scope over the years. There are an estimated 1000-1200 children attending this event along with parents and other family members

SPECIAL CONSIDERATIONS: The Fire Department, Police Department, and other Rusk County First Responders will be present at the event.

SUPPORTING MATERIALS: None



City Council

Agenda Item # 8.

SUBJECT: Consideration and possible action on the appointment of David Hill as an interim City Attorney.

MEETING DATE: October 17, 2023

DEPARTMENT: Administration

CONTACT:

RECOMMENDED CITY COUNCIL ACTION:
ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Interim City Attorney Agreement 10-17-2023

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



Phone # 903.657.6551
Website: <http://hendersontx.us/>

INTERIM CITY ATTORNEY SERVICES AGREEMENT

This Interim City Attorney Services Agreement (the "Agreement") is made and entered into on this 17th day of October, 2023 (the "Effective Date"), by and between the City of Henderson, Texas, a municipal corporation organized and existing under the laws of the State of Texas (hereinafter referred to as the "City"), and [David Hill], an attorney licensed to practice law in the State of Texas (hereinafter referred to as the "Interim City Attorney").

WHEREAS, the City requires legal services on an interim basis to ensure the effective operation of its municipal government; and

WHEREAS, the Interim City Attorney possesses the requisite legal knowledge, skills, and experience to provide such services to the City;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the City and the Interim City Attorney hereby agree as follows:

SCOPE OF SERVICES

1.1. The Interim City Attorney shall provide legal services to the City as required, including but not limited to advising the City Council, City Manager, and City departments on legal matters, representing the City in legal proceedings, drafting legal documents, and providing legal research and opinions.

1.2. The Interim City Attorney's services shall be provided on an as-needed basis, and the specific scope of work for each engagement shall be mutually agreed upon by the City and the Interim City Attorney.

COMPENSATION

2.1. The City shall compensate the Interim City Attorney at the rate of five thousand dollars (\$5,000) per month for services rendered. The rate shall be pro-rated for days outside of a full month.

2.2. The Interim City Attorney shall be responsible for all expenses incurred in the provision of services, including but not limited to travel, accommodation, and other out-of-pocket expenses.

TERM

This Agreement shall commence on the Effective Date and shall continue in effect until terminated by either party upon fourteen (14) days' written notice to the other party, or until a new permanent City Attorney is selected by City Council. Notwithstanding any termination, the Interim City Attorney shall be entitled to compensation for services rendered up to the date of termination.

CONFIDENTIALITY

The Interim City Attorney shall maintain the confidentiality of all privileged information and work product related to the City's legal matters and shall not disclose such information to any third party without the City's prior written consent.

INDEPENDENT CONTRACTOR

The Interim City Attorney acknowledges that they are an independent contractor and not an employee of the City. The Interim City Attorney shall be responsible for all taxes, insurance, and other obligations applicable to independent contractors.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Interim City Attorney and supersedes all prior understandings, agreements, or representations, whether oral or written.

IN WITNESS WHEREOF, the parties hereto have executed this Interim City Attorney Services Agreement as of the Effective Date.

City of Henderson, Texas:

David Hill:

By: _____

By: _____

Mayor John "Buzz" Fullen

David Hill

Date: _____

Date: _____



City Council

Agenda Item # 9.

SUBJECT: Consideration and possible action upon Resolution 2023-09-06 canceling the November 7th, 2023 Municipal Election declaring the unopposed applicant Stephen Strong as the Council Member for District one, and declaring the unopposed candidates in Districts four Melissa Morton and District five Gina Juarez as the Council members. (Jimerson)

MEETING DATE: October 17, 2023

DEPARTMENT: City Secretary

CONTACT:

RECOMMENDED CITY COUNCIL ACTION:

ITEM SUMMARY:

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Election Cancelled Resolution

RESOLUTION No. 2023-09-01

A RESOLUTION CANCELLING THE GENERAL ELECTION TO BE HELD ON THE 7TH DAY OF NOVEMBER, 2023, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR DISTRICT #1, DISTRICT #4 AND DISTRICT #5 DUE TO THE CANDIDATES BEING UNOPPOSED; MAKING PROVISION FOR THE CONDUCT OF SUCH ELECTION ACCORDING TO APPLICABLE PROVISIONS OF LAW; AND OTHER PROVISIONS INCIDENT TO AND RELATED TO THE PURPOSE HEREOF.

WHEREAS, the term of office for Council District #1 is vacant and must be filled; and

WHEREAS, the term of office for Council District #4 and Council District #5 has expired and must be elected; and

WHEREAS, the filing deadline for potential candidates for the office has passed and only one person applied to be a candidate for Council District #1, Council District #4 and Council District #5;

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

SECTION 1. THAT based on Texas Election Code § 10.22, and the fact that the City of Henderson has received certification that every candidate that is up for election in the November 7, 2023 election, such being Council District #1, Council District #4 and Council District #5, if were the election held, only the votes cast for that candidate in the election for that office may be counted, thus the City of Henderson declares the unopposed candidates, for Council District #1, Council District #4 and Council District #5, are elected to the office. Those individuals are Council District #1 Stephen Strong; Council District #4 Melissa Morton and Council District #5 Gina Juarez.

A copy of this order shall be posted on election day at each polling place used or that would have been used in the election and it shall be posted in English and Spanish.

Passed and approved this _____ day of _____, 2023.

CITY OF HENDERSON

J. W. FULLEN, MAYOR

ATTEST:

CHERYL JIMERSON, City Secretary



City Council

Agenda Item # 10.

SUBJECT: Consideration and Possible Action appointing Place 4 reappointment of Noble Welch and place 6 reappointment of Michael Bell and appointment of one new member to the HEDCO board for Place 5, (Mayor)

MEETING DATE: October 17, 2023

DEPARTMENT: HEDCO

CONTACT: John Clary, HEDCO Director

RECOMMENDED CITY COUNCIL ACTION: to reappoint Noble Welch and Michael Bell for another 2-year term and appoint Michael Marshall for Place 5

ITEM SUMMARY: On the afternoon of October 2nd, a committee met to interview four candidates for HEDCO Board Members. These candidates had all submitted applications to the City.

Committee members in attendance included Mayor Fullen, Henry Pace, Brian Ballard and John Clary.

Applicants included Michael Marshall, Peggy McAlister, Brant Bane and Suzanne Cross. I had been told by Dylan Culp that Ross Flanagan was interested in serving, but I did not reach him by phone and he never submitted an application.

The committee spent an average of 35-40 minutes with each candidate and posed a series of questions to each. Through internet search, I had developed a list of 9 questions that I felt were relevant for this board and we based each interview off those questions and then expanded in whatever direction the committee members saw fit.

After the final interview, the committee had a general discussion of all four candidates. Committee members were duly impressed, but Peggy and Suzanne were crossed off. The remainder of the discussion centered on Michael and Brant. In the end, Michael Marshall received a unanimous recommendation from the committee for Council appointment.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS: None



City Council

Agenda Item # 11.

SUBJECT: Minor plat application submitted by Charles Crawford for a property in The City of Henderson's ETJ.

MEETING DATE: October 17, 2023

DEPARTMENT: Community Development

CONTACT: Billy Hughes, P & Z Coordinator

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of this Minor Plat application in order to facilitate the sale of a portion of this property that is located on Loop571. This property is located in the City's extraterritorial jurisdiction.

ITEM SUMMARY: Consider and possibly approve a Minor Plat application submitted by Charles Crawford. Section 3.A. of the City of Henderson's Subdivision Ordinances states "Except as otherwise provides, these regulations apply to all subdivisions of land within both the City Limits and within the City's extraterritorial jurisdiction." And in Section 3.C "...no land may be subdivided or platted through the use of any legal description other than with reference to a plat approved by the City Council in accordance with these regulations."

BACKGROUND INFORMATION: Mr. Crawford has had this 27.161 acre tract surveyed by a registered land surveyor and divided into 2 tracts consisting of - Tract 1 being 14.912 acres and Tract 2 being 12.249 acres. Mr. Crawford has a contract to sell tract 2 pending approval of this Minor Plat application. Mr. Crawford plans to retain Tract 1 for him or his family to build on at a later date.

SPECIAL CONSIDERATIONS: N/A

SUPPORTING MATERIALS:

1. Minor Plat for Charles Crawford Sub-division



CITY COUNCIL

AGENDA ITEM

SUBJECT: Consideration and possible action regarding a minor plat application submitted by Charles Crawford for a property located in the City of Henderson's extraterritorial jurisdiction.

MEETING DATE: October 17, 2023

DEPARTMENT: Community Development

CONTACT: Billy Hughes, Planning and Zoning Administrator

RECOMMENDED CITY COUNCIL ACTION: Staff recommends approval of this Minor Plat application in order to facilitate the sale of a portion of this property that is located on Loop 571. This property is located in the City's extraterritorial jurisdiction.

ITEM SUMMARY: Consider and possibly approve a Minor Plat application submitted by Charles Crawford. Section 3.A. of the City of Henderson's Subdivision Ordinances states "Except as otherwise provides, these regulations apply to all subdivisions of land within both the City Limits and within the City's extraterritorial jurisdiction." And in Section 3.C "...no land may be subdivided or platted through the use of any legal description other than with reference to a plat approved by the City Council in accordance with these regulations."

BACKGROUND INFORMATION: Mr. Crawford has had this 27.161 acre tract surveyed by a registered land surveyor and divided into 2 tracts consisting of -Tract 1 being 14.912 acres and Tract 2 being 12.249 acres. Mr. Crawford has a contract to sell tract 2 pending approval of this Minor Plat application. Mr. Crawford plans to retain Tract 1 for him or his family to build on at a later date.

SPECIAL CONSIDERATIONS: N/A

FINANCIAL IMPACT: None at this time.



City Council

Agenda Item # 12.

SUBJECT: Consideration and possible action upon Resolution 2023-10-01 for the 2022-2023 budget amendment #2. (Arnall)

MEETING DATE: October 17, 2023

DEPARTMENT: Finance

CONTACT: Karen Arnall, Finance Director

RECOMMENDED CITY COUNCIL ACTION: Staff recommends Council to approve amendment as presented.

ITEM SUMMARY: This is to amend the 2022-2023 budget for several funds and departments. The spreadsheet shows the details for the funds and the departments. Some departments received special funds for specific projects, like Texas Eastern 9-1-1 giving the Police Department \$160,000 for upgrades in the dispatch area, Keep Henderson Beautiful giving the Parks Department \$72,000 for playground mulch at Lake Forest Park, State Grants in the amount of \$89,500 being awarded to the Police Department for capital items are some of the larger amounts received. Other adjustments are needed due to rising costs for supplies and gasoline, increased training opportunities for employees, technology upgrades, equipment and vehicle repairs. The majority of the amendments for these items in the General Fund were covered by the sales tax surplus and miscellaneous revenue received for TML claims and donations for events. The Water/Sewer Fund amendments were covered by the beginning balance. The total budget amendment request for all funds is \$2,404,893.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Budget Amendment #2 2022-2023
2. Resolution 2023-10-01 Budget Amendment 2 FY2022-2023

2022-2023 Budget Amendment #2

REVENUES			EXPENSES		
Account	DESCRIPTION	Amend	Account	Description	Amount to Amend
General Fund					
Finance Department					
01-5310	Sales Tax	\$ 30,000.00	01-6110-08	Clerical	\$ 4,900.00
			01-6310-08	Appraisal District	\$ 4,400.00
			01-6312-08	Collection Services	\$ 9,600.00
			01-6320-08	Audit	\$ 6,400.00
			01-6340-08	Data Processing	\$ 2,000.00
			01-6623-08	Communications	\$ 2,700.00
	TOTAL Finance	\$ 30,000.00			\$ 30,000.00
Administration Department					
01-5902	Miscellaneous	\$ 25,000.00	01-6349-10	Administrative Services	\$ 25,000.00
01-5310	Sales Tax	\$ 75,000.00	01-6450-10	Buildings & Grounds	\$ 2,000.00
			01-6580-10	Travel & Schools	\$ 13,000.00
			01-6623-10	Communications	\$ 30,000.00
			01-6625-10	300 West Main	\$ 30,000.00
	TOTAL Administration	\$ 100,000.00			\$ 100,000.00
Community Development Department					
01-5340	Permits & Inspections	\$ 29,000.00	01-6450-12	Buildings & Grounds	\$ 25,000.00
01-5310	Sales Tax	\$ 16,000.00	01-6465-12	Plan Review	\$ 4,000.00
			01-6610-12	Office	\$ 4,000.00
			01-6623-12	Communications	\$ 7,000.00
			01-6626-12	Gas, Oil & Diesel	\$ 5,000.00
	TOTAL Community Development	\$ 45,000.00			\$ 45,000.00
Public Services Department					
01-5310	Sales Tax	\$ 170,000.00	01-6430-14	Equipment Maintenance	\$ 25,000.00
			01-6431-14	Vehicle Maintenance	\$ 5,500.00
			01-6621-14	Electric	\$ 75,000.00
			01-6623-14	Communications	\$ 2,500.00
			01-6626-14	Gas, Oil & Diesel	\$ 12,000.00
			01-6730-14	Transfer to Street/Drainage	\$ 50,000.00
	TOTAL Public Services	\$ 170,000.00			\$ 170,000.00
Fire Department					
01-5310	Sales Tax	\$ 43,000.00	01-6194-15	Certificate Pay	\$ 15,500.00
			01-6530-15	Radio	\$ 5,000.00
			01-6623-15	Communications	\$ 10,000.00
			01-6626-15	Gas, Oil & Diesel	\$ 12,500.00
01-5994	Grant-Fire Department	\$ 8,000.00	01-6581-15	Training	\$ 8,000.00
01-5902	Miscellaneous	\$ 50,000.00	01-6431-15	Vehicles	\$ 50,000.00
	TOTAL Fire Department	\$ 101,000.00			\$ 101,000.00

Police Department							
01-5938	Shooting Range Donations	\$	10,500.00	01-6748-16	Shooting Range	\$	10,500.00
01-5926	Texas Eastern 9-1-1 Network	\$	160,000.00	01-6701-16	Texas Eastern 9-1-1 Network	\$	160,000.00
01-5965	Opioid Settlement	\$	18,000.00	01-6750-16	Capital	\$	18,000.00
01-5940	Police Department State Grants	\$	89,500.00	01-6750-16	Capital	\$	89,500.00
01-5902	Miscellaneous	\$	50,000.00	01-6750-16	Capital	\$	50,000.00
01-5310	Sales Tax	\$	60,000.00	01-6431-16	Vehicles	\$	8,000.00
				01-6580-16	Travel & Schools	\$	12,000.00
				01-6623-16	Communications	\$	10,000.00
				01-6626-16	Gas, Oil & Diesel	\$	30,000.00
	TOTAL Police Department	\$	388,000.00			\$	388,000.00
Parks Department							
01-5902	Miscellaneous	\$	72,000.00	01-6452-18	Bldgs/Grounds-Lake Forest Park	\$	72,000.00
	TOTAL Parks Department	\$	72,000.00			\$	72,000.00
Miscellaneous Department							
01-5310	Sales Tax	\$	50,000.00	01-6621-25	City Hall-Electric/Utilities	\$	50,000.00
01-5312	Sales Tax Ad valorem	\$	130,000.00	01-6450-25	City Hall-Buildings/Grounds	\$	30,000.00
				01-6794-25	General Construction Fund	\$	100,000.00
01-5311	Sales Tax HEDCO	\$	234,448.00	01-6314-25	HEDCO Sales Tax	\$	234,448.00
	TOTAL Miscellaneous	\$	414,448.00			\$	414,448.00
Insurances							
01-5312	Sales Tax Ad valorem	\$	72,500.00	01-6220-29	Health Insurance	\$	45,000.00
				01-6230-29	Worker's Comp Insurance	\$	22,000.00
				01-6231-29	Long Term Disability Insurance	\$	5,500.00
	TOTAL Insurances	\$	72,500.00			\$	72,500.00
	TOTAL General Fund	\$	1,392,948.00			\$	1,392,948.00
Street & Drainage Fund							
4-	04-5405	10% Sales Tax Transfer In	\$ 50,000.00	04-6617	Street Materials	\$	50,000.00
	04-5999	Beginning Balance	\$ 130,000.00	04-6617	Street Materials	\$	130,000.00
	TOTAL Street & Drainage	\$	180,000.00			\$	180,000.00
General Construction Fund							
	05-5401	Transfer from General Fund	\$ 100,000.00	05-6757	Fire Station	\$	100,000.00
	05-5999	Beginning Balance	\$ 130,000.00	05-6834	City Hall 300 W Main-Remodel	\$	130,000.00
	TOTAL General Construction	\$	230,000.00			\$	230,000.00

Tourism Fund							
14-5320	Hotel/Motel Occupancy Tax	\$	36,763.00	14-6450-03	Buildings & Grounds	\$	30,763.00
				14-6180-03	Part Time	\$	6,000.00
14-5366	Civic Center Rental	\$	12,000.00	14-6750-03	Capital	\$	3,000.00
				14-6621-03	Electric	\$	2,000.00
				14-6220-03	Health Insurance	\$	5,000.00
14-5902	Miscellaneous Revenue	\$	24,682.00	14-6611-03	Janitor	\$	2,000.00
14-5904	Vending Machine Revenue	\$	1,000.00	14-6450-03	Buildings & Grounds	\$	24,682.00
14-5999	Beginning Balance	\$	2,000.00	14-6615-03	Civic Center Vending Expense	\$	1,000.00
				14-6430-03	Equipment	\$	2,000.00
	TOTAL Tourism	\$	76,445.00			\$	76,445.00
Water/Sewer Fund							
Miscellaneous							
30-5999	Beginning Balance	\$	11,000.00	30-6850-29	City Works/GIS	\$	11,000.00
	TOTAL Miscellaneous	\$	11,000.00			\$	11,000.00
Water Office							
30-5999	Beginning Balance	\$	14,500.00	30-6340-35	Data Processing	\$	4,500.00
				30-6619-35	Postage	\$	10,000.00
	TOTAL Water Office	\$	14,500.00			\$	14,500.00
Water Production							
30-5999	Beginning Balance	\$	450,000.00	30-6436-37	Wells & Pumps	\$	100,000.00
				30-6613-37	Chemicals	\$	278,000.00
				30-6621-37	Electric	\$	59,000.00
				30-6623-37	Communications	\$	3,000.00
				30-6626-37	Gas, Oil & Diesel	\$	10,000.00
	TOTAL Water Production	\$	450,000.00			\$	450,000.00
Wastewater Treatment							
30-5999	Beginning Balance	\$	50,000.00	30-6452-45	Sewer Plant-SS Plant	\$	50,000.00
	TOTAL Wastewater Treatment	\$	50,000.00			\$	50,000.00
	TOTAL Water/Sewer Fund	\$	525,500.00			\$	525,500.00
TOTAL REVENUES \$ 2,404,893.00				TOTAL EXPENDITURES \$ 2,404,893.00			

12-Oct-23

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, AUTHORIZING THE 2022-2023 BUDGET AMENDMENTS, AMENDMENT #2.

WHEREAS, the City Council of the City of Henderson, Texas, on the 13th day of September 2022, adopted the Fiscal Budget of the City of Henderson, for the period beginning October 1, 2022, and ending September 30, 2023, all such proceedings being in accordance with Local Government Code Sections 102.005-102.008; and

WHEREAS, Article VI, Section 7, of the Charter of the City of Henderson provides that the City Council, for good cause shown, may pass resolutions transferring appropriations made from one department to another department, but that in no event shall the total appropriations made for all the departments of the City exceed the reasonable and anticipated revenues of the City in excess of fixed charges for that year. The City Council hereby finds good cause to transfer appropriations previously made in the original budget for this Fiscal Year between departments.

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

SECTION 1.

That certain of the appropriations made in the Fiscal Budget for 2022-2023 are hereby transferred between departments in the following funds as more fully set out in the City of Henderson 2022-2023 Budget Amendments, **Amendment #2 (Attachment A)**, on file in the office of the City Secretary:

- (1) General Fund *
 - Finance Department
 - Administration Department
 - Community Development Department
 - Public Services Department
 - Fire Department
 - Police Department
 - Parks Department
 - Miscellaneous Department
 - Insurances
- (2) Street & Drainage Fund
- (3) General Construction Fund
- (4) Tourism Fund
- (5) Water and Sewer Fund

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF HENDERSON, TEXAS, this 17th day of October 2023.

John (Buzz) Fullen, Mayor

ATTEST:

Cheryl Jimerson, City Secretary



City Council

Agenda Item # 13.

SUBJECT: Consideration and possible action entering into a Professional Services Contract with Traylor and Associates on a generator through the Hazard Mitigation Grant Program (HMGP) project number DR 4485-0179. (Administration)

MEETING DATE: October 17, 2023

DEPARTMENT: Administration

CONTACT: Jay Abercrombie, City Manager

RECOMMENDED CITY COUNCIL ACTION: Approve the professional services agreement from Traylor and Associates on the generator for 300 W. Main Municipal Building.

ITEM SUMMARY: At a Council meeting held May 17, 2022 Council approved Traylor and Associates as the grant administrators. They got the highest score from the Scoring Committee for the Hazard Mitigation Grant on the generator for 300 W. Main Municipal Building.

BACKGROUND INFORMATION:

SPECIAL CONSIDERATIONS:

SUPPORTING MATERIALS:

1. Henderson (4485) - HMGP Admin Contract

ADMINISTRATION/PROFESSIONAL SERVICES

for
Project No.
DR 4485-0179

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the CITY OF HENDERSON hereinafter called the "CITY," acting herein by John W. "Buzz" Fullen, Mayor hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor," acting herein by Mark Taylor, President.

WITNESSETH THAT:

WHEREAS, the City desires to seek grant funding under the general direction of the Hazard Mitigation Grant Program (hereinafter called "HMGP") administered by the Texas Division of Emergency Management (hereinafter called "TDEM");

WHEREAS, the City has an interest in 2022 TDEM-HMGP for available funding under DR-4485 COVID-19 Pandemic; and,

WHEREAS, the City desires to engage Traylor & Associates, Inc. to render certain professional /administration services in connection with these HMGP Projects.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on the day following the execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than August 18, 2025.
3. Local Program Liaison - For purposes of this Contract, the City Manager or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the City. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - Records of non-Federal entities. FEMA, Department of Homeland Security (DHS, Inspector General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM) or Texas Water Development Board (TWDB) as the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
5. Retention of Records - Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
 - d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
 - e. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid shall not exceed ***Thirty-six Thousand and No/100 Dollars (\$36,000.00)***. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
 7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TDEM contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
 8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Rusk County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall

not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement

This Agreement, which includes Parts I-IV, and all exhibits and attachments, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(City's Authorized Representative)
John W. "Buzz" Fullen
(Printed Name)
Mayor
(Title)

BY: _____
(Contractor's Authorized Representative)
Mark Taylor
(Printed Name)
President
(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services, if requested and assigned by the City:

a. Mitigation Projects-Construction (other than Property Acquisition/Structure Demolition, Structure Elevation, and Reconstruction)

Pre-Award*--(services associated with developing and requesting Federal disaster assistance), including:

- Application Development including Scope of Work (SOW), budget, and schedule
- Coordinate Responses to FEMA/State requests for information (RFI)
- Provide assistance regarding feasibility and effectiveness
- Coordinate Benefit-Cost Analysis (BCA) with engineer or local staff
- Gather preliminary Environmental and Historic Preservation Review (EHP) data
- Workshops and meetings related to the development and submission of the application
- Public outreach, if applicable (e.g. advertising, public meetings)

Management Activities - (services associated with administering Federal disaster assistance), including but not limited to:

- Record keeping and financial management
- Geocoding mitigation projects identified for further review by FEMA
- Delivery of technical assistance (e.g., plan reviews, BCA reviews, EHP data gathering, appraisal coordination, outreach, training) to support the implementation of mitigation activities
- Managing awards (e.g., quarterly reporting, reimbursement requests, closeout)
- Technical monitoring (e.g., site visits, technical meetings)
- Project Monitoring: monitor and evaluate the progress of the mitigation activity in accordance with the approved SOW and budget, administrative requirements of 2 CFR Part 200, applicable State requirements
- Project closeout in accordance with 2 CFR Sections 200.343 and 200.344. The project file should document that:
 - The approved SOW was fully implemented
 - All obligated funds were liquidated and in a manner consistent with the approved SOW
 - All EHP compliance grant conditions were implemented and documented as required
 - The project was implemented in a manner consistent with the Federal award or subaward agreement
 - The pass-through entity submitted the required quarterly financial and performance reports
 - The Federal award and subaward were closed out in accordance with the provisions outlined in Part VI, E and F (subaward and Federal award closeout)

PART III
PAYMENT SCHEDULE**

The City shall reimburse Contractor for management/administrative services provided for completion of the following project milestones in the amount not to exceed *Thirty-six Thousand and No/100 Dollars (\$36,000.00)*.

FEE SCHEDULE

City Hall Generator (4485-0179)				
	1	Establish Record Keeping and Financial Management System	15%	\$ 5,400.00
	2	Coordinate implementation approved activities to include delivery of technical assistance, submittal of documentation in system of record	15%	\$ 5,400.00
	3	Manage awards (e.g., quarterly reporting, reimbursement requests)	25%	\$ 9,000.00
	4	Project Monitoring (evaluate progress of the mitigation activity, adhere to approved SOW and budget, compliance with program requirements)	25%	\$ 9,000.00
	5	Project closeout	10%	\$ 3,600.00
	6	Program closeout per TDEM/FEMA requirements	10%	\$ 3,600.00
		TOTAL		\$ 36,000.00

*****Payment of the fees associated with Part III – Payment Schedule of this agreement, shall be contingent upon funding. In the event grant funds are not awarded to the City by TDEM through the Hazard Mitigation Grant Program, this agreement shall be terminated by the City.***

PART IV

TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City.
City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or FEMA program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, and this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the award between TDEM and/or TWDB and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between TDEM and/or TWDB and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between TDEM and/or TWDB and the City or this Agreement. The

Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between TDEM and/or TWDB and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

15. Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:
 - 1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - 2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - 3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

- 4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel,

terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

16. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
17. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
18. Small and Minority Businesses. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
 - a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
19. DHS Seal. Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
20. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). As amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds

that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

22. Solid Waste Disposal Act. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

23. Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
24. Use of Products Containing Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
- Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

25. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- Definitions*. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause –
- Prohibitions*.
 - 1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. *Exceptions.*

- 1) This clause does not prohibit contractors from providing –
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2) By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that:
 - (i) Are *not used* as a substantial or essential component of any system, and
 - (ii) Are *not used* as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. *Reporting requirement.*

- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- e. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph e, in all subcontracts and other contractual instruments.
26. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- For purposes of this clause:
- Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
27. FEMA Financial Assistance Acknowledgement. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
28. Federal Government – No Party to Contract. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
29. Contractor Acknowledgement. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.



City of Henderson

Monthly Report

To: Mayor and City Council Members

From: Jay Abercrombie, City Manager

September 2023

Staff has been working diligently through September with the adoption of the new budget. Once adopted, the final month of the 2022-2023 budget begins to close out the year. Each department head has been diligently working to make sure all last-minute invoices are accounted for and credited to the proper year. Karan and Laura in Finance have been busy in September and also now in October to close out one year and start fresh with the newly adopted budget for 2023-2024.

Cheryl Jimerson and others worked extremely efficiently to set the reservations, confirmations and RSVP's that went into this year's TML schedule for Mayor, Council and Directors that attended. There is more work behind the scenes than most of us realize. Kudos to Cheryl and her amazing job!

I attended the annual Conference for the International City/County Manager's Association in Austin from October 1- 3. I truly appreciate the continued support from Council as I participate and engage in these associations. This year I was able to connect with leaders around the globe that deal with their local governments. It's always great to hear how other cities operate from across our state, country, and even across major oceans. We all have the same common denominator which is the government closest to the people.

At this year's ICMA Conference, we had several discussions about AI (artificial intelligence) and it's role in government in the future. Innovations such as Chat GPT are being used as we speak to build documents, letters, data reports, etc. This is an interesting topic that I am keeping my eye and ear on, so we don't get left behind or taken advantage of.

I was also able to attend the Texas Municipal League Annual Conference with Mayor and Council this year in Dallas. The conference was held Oct. 4-6 at the Kay Bailey Hutchison Convention Center. This conference has many sessions with good information, and most are geared specifically for elected officials. I hope Council enjoyed their time and was able to learn and bring back a nugget or two that we can work on in Henderson. The expo hall is always an

interesting place as we all get to see the newest and best products and services that our vendors have to offer. As with any conference like this, you come back with more pens and stress balls than you could ever use!

The National Night Out event help on Oct 3rd was a huge success! Fair Park was even more crowded than last year with people fellowshiping with each other around food, animals and our first responders. Lt. Helton and his committee did an outstanding job again this year! MTC and Chick Fil a donated most of the food for the event. We are gracious to them and all of the sponsors that helped put this great event together in Henderson.

The Central Fire Station construction with the roof, attic space, insulation, HVAC and duct work continues to go well. The roof and insulation spray foam are complete. The ductwork and HVAC cleaning is being done currently and the last thing will be to install the drop ceiling with tile, vents, and lights. Once this is complete, the firefighters and EMS crews will be able to move back into those locations. We are hoping this can be done in the next couple of weeks.

The elevator construction is ongoing at City Hall. This will be a long process and is major construction to the building. It's been a little slow on the concrete base work so far but we anticipate things going faster once that base work is complete. Our internal construction crew led by Matt Smith is remodeling the large public women's restroom downstairs.

Comprehensive Plan – Kimly-Horn has given us the first complete draft of the Comprehensive Plan. This has been reviewed by staff and is now in Council's hands for review. Please let me know of any questions you may have and let me know when you are ready to schedule the adoption process starting with P&Z. Once Planning and Zoning receives, they will approve and send a recommendation to Council for approval. Council will finally approve by ordinance with two readings as normal.

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.

Our water meters continue to be changed out with only about 200 remaining. 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. This project should wrap up in the next two or three weeks.

Hail damage repair is commencing on our facilities starting Oct. 10th. Materials are being received at City Hall causing even more congestion with parking due to the elevator construction going on simultaneously. We have spoken to neighboring parking lot owners, and they have graciously given our staff permission to park in their lots, so we keep spaces open in front of City Hall for visitors. The roof repair process 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.

Our Executive Leadership team continues to think of ways we can engage with our team members to continue the great communication that is happening across all departments and levels. We are also vigorously looking for ways to continue our recruitment of all levels of employment needs. The benefits we offer as a City have always been a key tool in working in the public sector. We are now finding out that this is not necessarily the case any longer. The City of Henderson strives to be the very best employer in Rusk County and East Texas.

I lost a mentor this past month. Larry Morgan had over 30 years of public service under his belt before he retired in 2016. He had been the City Manager for the City of Bullard for the previous 10 years. Before that he had experience in Parks and Recreation, Economic Development and Chamber of Commerce. He worked in Dallas, Tyler and Jacksonville among others during his career. I was able to begin my experience on City Council in Bullard with Larry as City Manager. It was Larry that introduced me to the local government world that most never truly understand. I became more of a sponge for how local government reacted with communities and how development was done due to spending time in the truck with Larry as we drove around looking at different parts of the City. When Larry retired in 2016, I had the crazy dream to change my career path and go into public service and professional city management. I will forever be grateful for his teachings and friendship over that span of 10 years. RIP Larry Morgan!

Here is a brief look at a few things on my calendar for the month of September:

- Sept 5 - Interviews for Main Street Coordinator
Attended District Go Texan Meeting
- Sept 7 - Attended Employee Appreciation Dinner planning meeting
- Sept 12 - AM/PM Alarm Training for Municipal Complex
Council Meeting – Budget Adoption Ordinance
- Sept 13 - Performance Services Project meeting update
Executive Leadership Coaching with Kevin Johnson and Leadership team
Met with design consultant on Sports Complex
- Sept 14 - Attended National Night Out planning meeting
Attended Main Street Board Orientation
- Sept 19 - Business to Business expo by Chamber
United Way Board meeting
City Council Meeting

Sept 22 - Attended TCMA Board meeting in Austin as President Elect

Sept 26 - Led Leadership Meeting of department heads

Attended HEDCO's Business Appreciation Luncheon.

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@hendersontx.us

Respectfully Submitted, Jay Abercrombie, City Manager

HENDERSON FIRE DEPARTMENT



September 2023 Call Log

- Fire Calls: 69
- Medical Calls: 31
- Total Calls: 100
- Inspections: 68
- Hydrants: 160

September 2023 Monthly Report



September 11, 2023, A shift escorted the Cost of Freedom 911 Wall from Hwy 79 to Lake Forest Park where we took part in honoring those that died for our Freedom. It was a very touching moment, and we were proud to be part of it.

September 18th, 2023, we were invited to attend the “Start your day with a Hello” at the Wylie Primary premises. Several departments from the city and county were on hand to greet the school kids and start the day off with fist bumps and high fives. It was a good time for all involved.

This year’s business expo was held at the Rusk County Expo Center on September 19th. C-shift attended the expo. Bonnie Geddie, who is a big supporter of the HFD Cancer Awareness Campaign, supplied HFD a booth at the event. Firefighters decorated the booth in pink in support of the HFD T-shirts. The firefighters took our new remote-controlled firetruck and dalmatian and showed off. The firefighters received a lot of positive comments from the public. T-shirts and raffle tickets were sold at the event.



In September, HFD and other city and community members on the Paint the Town Pink committee are making final preparations for the event. Pink shirts are ordered and on display at Central Station and many local restaurants have partnered with HFD for the event again this year. The cancer fundraiser has been a great success and continues to grow every year.

September 23rd, Henderson Fire Department was on hand for SALT (Save a Lift Today) East Texas Suicide Prevention Walk. We were able to show the trucks to the children and visit with people and their pets. Positive contact was made and we enjoyed being able to help out.

September 28th, the annual Blood drive was held at the civic center. Firefighters spent the day and visited with the donors and helped in any way we could. We were joined by HPD and city employees and had positive feedback.



September 30th, B shift helped the Animal Center set up and break down for the Bark in the Park. We supplied coolers and ice and manpower. They had a great turn out and the help was appreciated by the animal center's employees.



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 SEPTEMBER 2023

<u>TYPE OF CALL</u>	<u>CITY</u>	<u>COUNTY</u>
<i>OTHER FIRES (Industrial/other)</i>	0	0
<i>STRUCTURE FIRES</i>	0	1
<i>VEHICLE FIRES</i>	1	0
<i>GRASS FIRES</i>	4	5
<i>ELECTRICAL FIRES</i>	1	0
<i>COOKING FIRES (KITCHEN)</i>	0	0
<i>POWER LINES</i>	6	0
<i>SMOKE CHECKS</i>	0	0
<i>ACCIDENTS (JAWS)</i>	1	0
<i>MVC'S (No Extrication)</i>	2	5
<i>AIRCRAFT STAND-BY</i>	0	0
<i>FUEL SPILLS/GAS LEAKS</i>	7	1
<i>RESCUE</i>	0	0
<i>MEDICAL CALLS</i>	23	8
<i>ALARM MALFUNCTIONS</i>	3	0
<i>FALSE ALARMS</i>	8	0
<i>DISPATCHED AND CANCELED ENROUTE</i>	5	4
<i>UNAUTHORIZED BURNING</i>	6	0
<i>CONTROL BURN (COUNTY ONLY)</i>	0	1
<i>ASSIST OTHER DEPARTMENTS</i>	0	1
<i>MISCELLANEOUS CALLS/PUBLIC SERVICE</i>	4	3
TOTAL	71	29
MILEAGE	220.4	263.7
MANHOURS	116	67.5
TOTAL CALLS		100
TOTAL MILEAGE		484.10
TOTAL MANHOURS		183.5
TRAINING	Paid 78 Vol 12	Total 90
INSPECTIONS		68
FIRE PREVENTION PROGRAMS		0
PUBLIC RELATIONS EVENTS		3
HYDRANT MAINTENANCE		160
WATER USAGE		1,000



City of Henderson

September 2023

Emergency Calls Compliance

Compliance
92.10%

Calls
114

Late
9

Run# - 82114 – Priority 1 – Chest Pain
Total Response Time – 11 minutes 20 seconds

Delay due to crew long out of chute time.

Run# - 84033 – Priority 1 – Chest Pain
Total Response Time – 13 minutes 03 seconds

Delay due to crew long out of chute time.

Run# - 86222 – Priority 1 – Fall
Total Response Time – 10 minutes 32 seconds

Multiple calls in the area. Unit was enroute to post Henderson from Carthage.

Run# - 87098 – Priority 1 – Inter-Facility
Total Response Time – 10 minutes 27 seconds

Delay due to crew bad route.

Run# - 87503 – Priority 1 – Breathing Problem
Total Response Time – 10 minutes 11 seconds

Delay due to crew long out of chute time.

Run# - 82084 – Priority 2 – Sick Person
Total Response Time – 12 minutes 36 seconds

Delay due to crew long out of chute time.

Run# - 82520 – Priority 2 – Chest Pain
Total Response Time – 09 minutes 01 second

Delay due to long dispatch and crew chute time.

Run# - 85781 – Priority 2 – Inter-Facility
Total Response Time – 10 minutes 29 seconds

Delay due to crew long chute time.

Run# - 87047 – Priority 2 – Inter-Facility
Total Response Time – 14 minutes – 20 seconds

Delayed due to crew cell phones were dead and had to get ahold of crew on their personal cell phones.

	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan
					2022												
CALLS FOR SERVICE	770	819	764	802	738	671	753	878	1176	1160	1139	988	1001	1037	1030	975	991
OFFICER INITIATED CFS	98	92	96	86	66	53	105	209	486	484	414	388	289	362	295	321	299
DISPATCHED CFS	672	727	668	716	672	618	648	669	690	676	725	600	712	675	735	654	692
TRAFFIC CITATIONS	9	90	84	71	87	59	124	90	59	53	58	71	51	58	48	25	42
WRITTEN WARNINGS	331	267	323	327	338	275	490	425	286	274	182	234	168	240	152	185	187
ARREST	58	98	62	59	42	47	62	33	23	31	35	21	31	38	35	25	30
ACCIDENTS	33	15	24	22	23	14	24	17	21	28	29	21	37	19	44	35	50
DWI ARREST	1	5	3	0	1	3	1	1	4	3	0	2	1	2	3	2	3
(included above)																	
INCIDENT REPORTS																	
SENT TO CID	264	299	264	290	265	256	258	191	226	230	181	204	231	229	249	212	247
ASSIGNED	241	240	235	216	240	228	201	191	226	230	181	204	231	229	249	212	247
SUSPENDED	156	137	117	98	143	118	105	70	75	86	98	78	53	126	90	71	86
CLEARED	90	77	55	96	63	85	95	112	95	109	56	145	135	121	112	80	84
BURGLARY	4	15	18	15	10	12	4	1	5	5	2	19	15	7	14	17	14
ROBBERY	1	0	1	1	2	1	0	1	1	4	0	0	0	0	1	3	0
ASSAULT	36	33	27	40	27	26	23	12	10	31	22	19	32	28	27	31	26
POCS / POM*	11	6	11	12	5	9	6	2	3	3	4	2	0	3	0	1	2
SEXUAL ASSAULT	0	0	5	1	1	2	1	2	1	1	0	0	0	4	0	0	0

* Includes marijuana, cocaine, etc.

Feb	Mar	April	May	June	July	Aug	
970	1092	1047	1077	1102	1133	1150	1180
371	364	331	304	362	424	432	514
599	728	716	773	740	709	718	666
53	94	29	74	64	73	117	96
231	241	134	185	170	225	224	285
31	31	28	27	38	23	37	38
35	39	41	39	46	37	28	30
1	1	1	0	1	2	1	2
179	240	204	233	280	212	206	191
179	240	204	233	280	212	206	191
59	120	141	59	141	117	174	110
55	111	102	89	70	127	107	105
3	7	10	23	15	13	6	13
0	2	1	1	0	1	2	1
15	41	29	32	28	21	31	27
3	2	2	1	2	1	6	8
2	0	3	2	3	1	1	1

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

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

Minor loss of fidelity

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

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



To: Jay Abercrombie, City Manager

From: Chad Taylor, Chief of Police

cc: Cheryl Jimerson, City Secretary

Date: October 2, 2023

Re: Henderson Police Department Monthly Report



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

The Henderson Police Department had an eventful month for September. We had several ribbon cuttings and were able to meet and greet with several citizens at Herschel's this month. The department was also able to Honor the men and women who lost their lives on 9/11 with the Tribute Wall that came to town. Officer Basso was sworn in this month as one of our new employees. Officer Basso brings experience from west Texas and New Mexico. We were also excited to be issuing duty weapons to all officers at the department and even provided training on the new mounted optics they were given.

September 1, 2023 – Chief Taylor with Officer Basso at his swearing in ceremony.



September 7, 2023 – Sgt. Charles Helton at the Ribbon Cutting for Apex Mortgage.



September 11, 2023 – Several HPD Officers honoring the men and women at the 9/11 Tribute Wall.



September 13, 2023- Chief Taylor and Sgt. Charles Helton at the Ribbon Cutting for Center Stage.



September 14, 2023 – HPD officers at Mid-Morning Coffee at the Texas Baptist Institute & Seminary.



September 20, 2023 – Sgt Charles Helton at the Ribbon Cutting for T-Mobile.



September 21, 2023 – Officers training in the Weapons Mounted Optics Class.





September 28, 2023 – Sgt Smith helping with the blood drive located at the Civic Center.





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

10/05/2023

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

Training report for the month of September

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-1

Total number of Telecommunicators moved from advance to master-0

Total Proficiency level moves - 1

Approximate hours of training hours for the month of September-256.35

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

Henderson Animal Center and Protection

Monthly Report

Month of: September

Year: 2023

Inside City Limits

Number of Dogs:	3	Year to Date:	65
Number of Cats:	16	Year to Date:	128
Number of Others:	1	Year to Date:	2
TOTAL Number of Animals:	20	Year to Date:	195

ACOPU

Number of Dogs:	22	Year to Date:	174
Number of Cats:	11	Year to Date:	107
Number of Others:	3	Year to Date:	65
TOTAL Number of Animals:	36	Year to Date:	346

Outside City Limits

Number of Dogs:	1	Year to Date:	82
Number of Cats:	5	Year to Date:	143
Number of Others:	2	Year to Date:	13
TOTAL Number of Animals:	8	Year to Date:	238

Rusk County Sheriff's Department

Number of Dogs:	1	Year to Date:	7
Number of Cats:	0	Year to Date:	0
Number of Others:	0	Year to Date:	0
TOTAL Number of Animals:	1	Year to Date:	7

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:	26	Year to Date:	320
Number of Cats:	32	Year to Date:	379
Number of Others:	6	Year to Date:	80
TOTAL this Month:	64	Year to Date:	779

Animals Reclaimed

Number of Dogs:	8	Year to Date:	71
Number of Cats:	1	Year to Date:	5
Number of Others:	0	Year to Date:	3
TOTAL this Month:	9	Year to Date:	79

Animals Adopted

Number of Dogs:	15	Year to Date:	207
Number of Cats:	28	Year to Date:	342
Number of Others:	2	Year to Date:	20
TOTAL this Month:	45	Year to Date:	569

<i>Monthly Adoption Breakdown:</i>	<i>Dogs Adopted:</i>	11	<i>Dogs Rescued:</i>	4
	<i>Cats Adopted:</i>	6	<i>Cats Rescued:</i>	22
	<i>Others Adopted:</i>	0	<i>Others Rescued:</i>	2

Animals Euthanized

Number of Dogs:	2	Year to Date:	21
Number of Cats:	0	Year to Date:	8
Number of Others:	0	Year to Date:	0
TOTAL this Month:	2	Year to Date:	29

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

<u>Animals Held for Rabies Quarantine:</u>	3	Year to Date:	33
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<u>Animals Tested for Rabies:</u>	1	Year to Date:	20
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<u>Animal Complaints Received:</u>	729+	Year to Date:	7,642+
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<u>Deceased on Arrival (disposal):</u>	8	Year to Date:	52
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<u>Died in Care:</u>	0	Year to Date:	14
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Animal Protection Activity

Warnings Issued:	22	Year to Date:	203
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Citations/Complaints signed:	8	Year to Date:	78
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Calls for Service during hours:	73	Year to Date:	793
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Calls for Service after hours:	2	Year to Date:	33
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Seizures:	3	Year to Date:	5
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Wildlife Euthanasia (sick or injured):	0	Year to Date:	2
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Wildlife Release:	0	Year to Date:	31
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Traps Set:	33	Year to Date:	225
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CITY WAITING LIST:

TOTAL ADDED this Month:	20	Year to Date:	397
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COUNTY WAITING LIST:

TOTAL ADDED this Month:	87	Year to Date:	3,056
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TOTAL ANIMALS ON WAITING LIST:

TOTAL ADDED this Month:	107	Year to Date:	3,453
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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 September 2023

MONTHLY TOTALS BUILDING CONSTRUCTION VALUE:	September, 2023	\$2,,008,571
MONTHLY TOTALS BUILDING CONSTRUCTION VALUE:	September, 2022	\$474,569.00
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE:	TO DATE 2023	\$24,368,264.40
ANNUAL TOTAL BUILDING CONSTRUCTION VALUE:	Thru September 2022	\$4,662,487.00

BUILDING INSPECTORS REPORT

CODE ENFORCEMENT REPORT

Building Inspections	9	Food Establishment Inspections	9
Electrical Inspections	19	Food Truck/Trailer Permits	6
Plumbing Inspections	18	High Grass & Weeds	4
Mechanical Inspections	8	Junk Vehicles	1
Stop Work Orders	1	Illegal Signs	1
Other-Driveway, slab, etc.	4	Sub-Standard Structure Inspections/Notifications	0
Residential Plan Review	1	Illegal Dumping /Road debris/Illegal storage	0
Commercial Plan Review	1	Restaurant Grease Trap Inspection	0
Sign Permits Review	4	Abatements	1
Certificate of Occupancy	6	Other	9

Commercial Building Permits Issued	4
Residential Building Permits Issued	1
Residential Demo Permits Issued	0
Residential Roof Permits Issued	23
Commercial Roof Permits issued	8
Commercial Fence 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.

Submitted by: Cliff McElfresh, Community Development Mgr.

Date:10/04/2023

Billy Hughes, Planning and Zoning Administrator



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

September 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:

September 1st – 9th, 2023

- Street & Utility crews – Utility locates for fiber optic installation throughout town, remodel lady's restroom at City Hall, trim trees and grade ditches on Old Pinehill Rd, service excavator, removed fallen tree from drainage ditch on Whippoorwill, clean Public Services Warehouse.
- 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 vehicles.
- Buildings and Grounds Maintenance – replace courtyard light fixture at the Community Center, replaced timer relay on Fair Park splash pad, met with contractor about ceiling repair at the Civic Center, replaced breaker to fountain at Lake Forest Park, cleaned air conditioner drain line at the Police Department, replaced burnt contactor on Lake Forest fountain.

September 10th –16th, 2023

- Street & Utility Crews – Utility locates for fiber optic installation throughout town, remodel lady's restroom at City Hall, trim low hanging limbs in roadway on Bradford, Clayton, Evenside, Elm, Whippoorwill, and Old Pinehill Rd, cut section of sidewalk out on Westwood for water meter replacement, filled sinkhole on W Elk, removed concrete under fire hydrant on Dean @ Tate to allow fire truck to connect.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, update/convert cemetery records to GIS, build American flag storage racks at the Sports Complex.
- Buildings and Ground Maintenance – replaced broken lamp and globe on Downtown streetlight, set up Civic Center, made and replaced Historical District signs Downtown, changed air conditioner filters at Public Services Warehouse.

September 17th – 23rd, 2023

- Street & Utility Crews – Utility locates for fiber optic installation throughout town, remodel lady's restroom at City Hall, asphalt street repairs on N Marshall and Cherry, poured concrete sidewalks on N Marshall and Public Services Warehouse, trimmed low hanging limbs in roadway on Elm and Whippoorwill, patched potholes throughout town, poured concrete curb on Woodbox, poured concrete sidewalk on N Marshall and at Public Services Warehouse.
- 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 – serviced air handler at City Hall, fixed Community Development door, repaired Fair Park trail lamp globe, repaired light strands and checked electric receptacles at The Alley on Main.

September 22nd – 31st, 2023

- Street & Utility Crews – Utility locates for fiber optic installation throughout town, remodel lady's restroom at City Hall, asphalt street repairs on Worth, Glendale, Lakewood Cemetery, Oliver, and Rogers, service and repairs on crew truck, excavated burn pit behind Public Services Warehouse, poured concrete sidewalks on N Marshall and at Public Services Warehouse.
- Parks and Recreation - Mow parks, cemeteries, and city-owned properties, spray selective and non-selective herbicide, update/convert cemetery records to GIS, pick up fallen tree limbs at Lakewood Cemetery.
- Buildings and Grounds Maintenance – made and replaced Historical District signs Downtown, replaced Fair Park rules sign, poured concrete pad in front of Public Services Warehouse, installed new toilet paper holders in Fair Park restrooms, checked dryer at Fire Station #2, set up for event at the Civic Center, repaired lamp post near Fair Park skate park, pressure washed pavilion at Fair Park.



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

From: Karen Arnall, Finance Director

Subject: Monthly Report

Date: October 12, 2023

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

Water/Sewer/Garbage Billing Recap Month Ending 8/31/2023

Type of service	Amount Billed	Consumption Billed	Count	
Garbage	\$ 171,398.69	-	5,416	-
Sales tax on garbage	\$ 12,824.52	-		-
Sewer Charges	\$ 239,781.86	56,898,028	4,424	-
Water Charges	\$ 393,027.88	85,236,028	4,763	
Sprinkler	\$ 57,344.00	11,101,200	362	-
Penalty	\$ 10,373.70	-	914	-
Water Taps	\$ 1,580.00	-	4	-
Sewer Taps	-	-	-	-
Service Chg/Back Flow	\$ 317.00	-	3	
Total Billing	\$ 886,647.65	153,235,256	15,886	

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

FUND	AMOUNT												INT		
	INVESTED	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	TOTAL	RECEIVED	Y-T-D
	OCT 1,2022	Change	Change	Change	Change	Change	Change	Change	Change	Change	Change	Change	INVESTED	IN AUG	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	-354,261.00	902,543	11,714	88,058
GF-RESTRICTED	66,498	0.00	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	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	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	-347,626.00	403,346	1,002	9,948
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	78,337.00	129,879	104	1,215
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	1,000.00	520,026	1,000	8,781
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	-4,605.00	6,110	7	563
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	235.00	67,983	46	438
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	1,763.00	44,365	18	170
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	-270,373.00	62,996	2,698	25,515
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	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	-157,986.00	27,411		
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	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	-2,594.00	78,893	46	554
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	-1,897.00	24,974	10	101
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	-16,070.00	207,769	38	780
CIVIC CENTER	82	0.00	0.00	0.00	0.00	1.00	0.00	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	4.00	11,466	4	44
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	-65,233.00	829,632	2,477	22,635
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	402,089.00	-565,599.00	25,626.00	-1,139,306.00	6,300,366.00	19,166	158,800

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
Aug 2023**

DATE RECEIVED	TAX FOR MONTH	HOTEL NAME	TAXABLE MONTHLY RECEIPTS	7% TAX	1% RETAINER	AMOUNT PAID
9/13/2023	Aug	Baymont Inn	87,038.88	6,092.72	60.93	<u>6,031.79</u>
9/4/2023	Aug	Budget Inn (Sawan LLC)	17,115.65	1,198.10	11.98	<u>1,186.11</u>
9/12/2023	Aug	Economy Inn	2,912.53	203.88	2.04	<u>201.84</u>
9/2/2023	Aug	Holiday inn Express(Jayani Investments)	135,853.00	9,509.71	95.10	<u>9,414.61</u>
9/2/2023	Aug	Woodlawn Hills (Patel & Sons LTD)	26,210.00	1,834.70	18.35	<u>1,816.35</u>
9/13/2023	Aug	Motel 6	90,114.44	6,308.01	63.08	<u>6,244.93</u>
		Totals	359,244.50	25,147.12	251.47	24,895.64

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	235,730	
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	2,096,188	-
Average Monthly Sales Tax:		109,594	117,501	121,330	\$ 127,910	136,026	162,885	190,563	#DIV/0!
Annual % Change Over the Previous Year		-0.09	7.21%	3.26%	5.42%	6.35%	19.75%	7.24%	-100.00%