



HELOTES
TEXAS
ECONOMIC DEVELOPMENT
REGULAR MEETING AGENDA

The City of Helotes Economic Development Corporation (EDC) Board of Directors will meet for a Regular Meeting on Wednesday, December 15, 2021 at 7:00 p.m. in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023. This is an open meeting, subject to the open meeting laws of the State of Texas.

1. Call to order.

OPEN SESSION:

2. Citizens to be heard.
The EDC cannot discuss any presented issue, nor may any action be taken on any issue at this time (Attorney General Opinion JC-0169). Comments are limited to three (3) minutes, and this time is not transferable. Discussion by the EDC of any item not on the Agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to any inquiry, and / or a proposal to place the item on a future EDC Agenda.

CONSENT AGENDA (ITEM NOS. 3 – 4):

All Consent Agenda items listed below are considered routine by EDC Staff and are intended to be enacted by one motion. There will be no separate discussion of these items, unless a Director requests it, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.

3. Approval of the minutes of the Regular Meeting dated September 15, 2021 and Workshop Meeting dated October 20, 2021 (Staff)
4. Approval of the EDC Fiscal Year Ending (FYE) 2021 Revenue and Expense Report dated December 10, 2021. (Staff)

ITEMS FOR INDIVIDUAL CONSIDERATION:

5. Presentation and discussion of Placer.ai Analytic Software (Mike Elrod, Placer Staff)
6. Discussion of and action on contracting with Placer.ai for local intelligence and traffic data. (Staff)
7. Discussion of and action on sponsoring the Helotes Area Chamber of Commerce Gift Card Give Back in 2022. (Staff)

8. Discussion of and action on contracting with 360 Zone to provide Google 360 Virtual Tours to businesses located within the City of Helotes. (Staff)
9. Discussion and direction on creating a Tenant Improvement Grant. (Staff)
10. Discussion and direction on creating a Community Arts Grant Program. (Staff)
11. Discussion of and direction on a Resolution of the City of Helotes Economic Development Corporation, amending the City of Helotes Economic Development Corporation (HEDC) Bylaws by revising Article Three Officers and Corporate Officials, adding a new Section 3.6 Ex Officio Representative of the Board and Section 3.7 Executive Director, removing the City Administrator as Executive Director. (Staff)
12. Discussion of and direction on a Resolution of the City of Helotes Economic Development Corporation, amending the City of Helotes Economic Development Corporation Article of Incorporation Article Ten Board of Directors Section (d) removing the City Administrator as Executive Director. (Staff)

CLOSED SESSION:

13. Closed Session in accordance with Texas Government Code § 551.072 *Deliberation Regarding Real Property*. In addition to the matters listed below, any matter scheduled for Open Session may be discussed in Closed Session, as appropriate and authorized by law:
 - §551.072 *Deliberation Regarding Real Property* – To consider the purchase of a real property interest for future development purposes.

Adjourn.

The EDC Board of Directors reserves the right to adjourn into Closed Session at any time during the course of this meeting to discuss any of the exceptions to the requirement that a meeting be open to the public, in accordance with Texas Government Code, Chapter 551 *Open Meetings*, Subchapter D *Exceptions to Requirement that Meetings be Open*. No action may be taken in Closed Session.

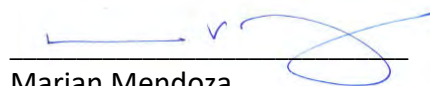
A quorum of the City Council and/or other City Boards, Committees, or Commissions may be present at this meeting. The City Council and/or other City Boards, Committees, or Commissions may not take action regarding public business or policy.

I certify that this Agenda was posted on December 10, 2021 at 3:30 p.m.

Attest:



Glenn Goolsby
Assistant Director



Marian Mendoza
Executive Director



REGULAR MEETING MINUTES

The City of Helotes Economic Development Corporation (EDC) Board of Directors met for a Regular Meeting on Wednesday, September 15, 2021 at 7:00 p.m., in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023. This was an open meeting, subject to the open meeting laws of the State of Texas.

Present:

Board Members: John Kodosky, Secretary Blaine Lopez, President (arrived at 7:18 p.m.)
Melody Cooper Joel Lutz
Greg Hayden Jeff Felty

Staff: *Marian Mendoza, Executive Director*
Glenn Goolsby, Assistant Director

Absent: Melissa Benavides

1. Call to Order.

Secretary Kodosky called the meeting to order at 7:07 p.m.

PUBLIC HEARING:

- 2. Public Hearing on proposed Maintenance & Operating, Interest & Sinking, and Capital budgets for Fiscal Year Ending (FYE) 2021. Proposed EDC budgets include economic development "Projects," as defined by Texas Local Govt. Code Chapter 505 *Type B Corporations*. EDC FYE 2022 "Projects" include the following expenditures: Maintenance & Operating; Interest & Sinking (Debt Service); Personnel & Benefits; Office Rental; Memberships; Audit Fees; Conferences, Workshops & Seminars; Legal & Financial Fees; Conceptual Design / Land Use Planning; Marketing; Special Event Marketing; Website(s) Development & Maintenance; Managed Services Agmt. w/ City; Old Town Helotes Parking Lot Lease Agmt.; Land Acquisition; Ch. 380 Economic Development Agmt. Reimbursements; Google 360 Tours; E-Commerce Accelerator Grant; Business Improvement Grant; Tenant Improvement Grant; Visitor & Tourism Center; Pedestrian Bridge Capital Improvements.**

Secretary Kodosky opened the Public Hearing at 7:07 p.m., with no citizens signed up to speak the hearing was closed at 7:08 p.m.

OPEN SESSION:

3. Citizens to be heard.

The HEDC cannot discuss any presented issue, nor may any action be taken on any issue at this time (Attorney General Opinion JC-0169). Comments are limited to three (3) minutes, and this time is not

transferable. Discussion by the HEDC of any item not on the Agenda shall be limited to statements of specific factual information given in response to any inquiry, a recitation of existing policy in response to any inquiry, and / or a proposal to place the item on a future HEDC Agenda.

No one signed up to speak on this item.

CONSENT AGENDA (ITEM NOS. 4 – 10):

All items marked with an asterisk (*) on the consent agenda were voted on as a group. Motion was made by Greg Hayden, second by Melody Cooper to approve Items 4 thru 10 as written. Motion carried unanimously.

4. Approval of the minutes of the Regular Meeting dated August 18, 2021. (Staff)
5. Approval of the EDC Fiscal Year Ending (FYE) 2020 Revenue and Expense Report dated September 9, 2021. (Staff)
6. Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (EDC) approving an Agreement for Management Services between the City of Helotes and the EDC; authorizing the Executive Director to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date. (Staff)
7. Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (EDC) approving an Investment Policy and Strategy for public investment purposes; authorizing the Executive Director to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date. (Staff)
8. Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (EDC) designating Investment Officers for public investment purposes; authorizing the Executive Director to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date. (Staff)
9. Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (EDC) approving a list of approved brokers / dealers for public investment purposes; authorizing the Executive Director to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date. (Staff)
10. Approval of a Resolution of the Helotes Economic Development Corporation (EDC) authorizing certain budget amendments pertaining to the adopted Fiscal Year Ending (FYE) 2021 Budget. (Staff)

ITEMS FOR INDIVIDUAL CONSIDERATION:

11. Discussion of and action on a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (EDC) approving appropriations for the Fiscal Year Ending (FYE) 2022 Maintenance & Operating, Interest & Sinking, and Capital budgets for Fiscal Year Ending (FYE) 2022. Proposed EDC budgets include economic development "Projects," as defined by Texas Local Govt. Code Chapter 505 *Type B Corporations* and authorizing the Executive Director to take

all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date. (Staff)

Motion was made by Joel Lutz, second by Greg Hayden to discuss and take action on the item.

Mr. Lutz asked for clarification on reimbursement of city event expenses and requested change it from an expense reimbursement to an event sponsorship. There was consensus to make this amendment.

Motion was made by Joel Lutz, second by Jeff Felty to sponsor City events in the amount of \$50,000. Motion carried unanimously.

Motion was made by Jeff Felty, second by Greg Hayden to add \$25,000 to Capital Improvements. Motion carried unanimously.

Motion was made by Greg Hayden, second by Joel Lutz to approve the FYE 2022 Budget as amended. Motion carried unanimously.

12. Discussion of and action on the election of officers for the EDC Board of Directors, as required by the EDC Restated and Amended Articles of Incorporation, Article Ten Board of Directors, including, but not limited to, President, Vice-President, and Secretary. (Staff)

Motion was made by Joel Lutz, second Greg Hayden to discuss and take action on the item.

Nomination was made to elect Blaine Lopez as President, John Kodosky as Vice President, and Melody Cooper as Secretary.

Motion was made by Joel Lutz, second by Greg Hayden to approve the election of officers as discussed. Motion carried unanimously.

STAFF REPORT:

13. Update on the E-Commerce Accelerator Grant Program and Google 360 Virtual Business Tours. (Glenn Goolsby, Assistant Director)

Glenn Goolsby stated 5 businesses had applied for the e-commerce grant. He also mentioned that 22 businesses had received the Google 360 Virtual Business Tour.

MAYOR'S REPORT:

14. Update on the following by Mayor Richard Whitehead:

- **EDC Board and City Council roles**
- **Collaboration with other agencies to support local businesses**
- **Fiscal Responsibilities**

Mayor Whitehead addressed the board of directors and expressed his intent to work with the EDC to make Helotes a better place. He asked the board to consider what the EDC needs to operate and to consider new ideas moving forward to generate a return on investment.

CLOSED SESSION:

15. **Closed Session in accordance with Texas Government Code § 551.072 *Deliberation Regarding Real Property*. In addition to the matters listed below, any matter scheduled for Open Session may be discussed in Closed Session, as appropriate and authorized by law:**

- **§551.072 *Deliberation Regarding Real Property* – To consider the purchase of a real property interest for future development purposes.**

The board did not convene into closed session.

Adjourn the regular meeting of the EDC Board of Directors.

President Lopez adjourned the meeting at 8:14 p.m.

Marian Mendoza Executive Director



WORKSHOP MEETING MINUTES

The City of Helotes Economic Development Corporation (EDC) Board of Directors met for a Workshop Meeting on Wednesday, October 20, 2021 at 5:00 p.m., Helotes Economic Development Office, 12682 FM 1560, Suite 105, Helotes, Texas 78023. This was an open meeting, subject to the open meeting laws of the State of Texas.

Present:

Board Members: *Blaine Lopez, President* *John Kodosky, Secretary*
 Melody Cooper *Greg Hayden*
 Joel Lutz *Jeff Felty*

Staff: *Marian Mendoza, Executive Director*
 Glenn Goolsby, Assistant Director

Absent: *Melissa Benavides*

1. Call to Order.

President Lopez called the meeting to order at 5:13 pm.

WORK SESSION:

2. Work Session of the City of Helotes Economic Development Corporation to review and update the FYE 2021 Strategic Work Plan.

Upon reviewing the Strategic Work Plan direction was given for staff to develop a Tenant Improvement Grant and a Community Arts Grant for consideration at the next EDC Meeting. The Board also requested staff begin cataloging properties outside of the city limits to consider the feasibility of future annexation. Direction was also given to explore revising the HEDC Bylaws and Articles of Incorporation to provide for a paid Executive Director and appoint the City Administrator as an Ex Officio Board Member.

No changes to the FYE 2021 Strategic Work Plan were suggested at this time.

Adjourn the workshop meeting of the EDC Board of Directors.

President Lopes adjourned the meeting at 7:52 p.m.

Marian Mendoza
Executive Director

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: DECEMBER 10TH, 2021

05 -ECONOMIC DEVELOPMENT CORP
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
NON-PROPERTY TAXES	888,182.00	(283,080.58)	125,823.29	762,358.71	14.17
MISCELLANEOUS REVENUE	<u>12,000.00</u>	<u>0.00</u>	<u>55.06</u>	<u>11,944.94</u>	<u>0.46</u>
TOTAL REVENUES	900,182.00	(283,080.58)	125,878.35	774,303.65	13.98
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	<u>1,182,112.39</u>	<u>5,709.08</u>	<u>720,822.67</u>	<u>461,289.72</u>	<u>60.98</u>
TOTAL EXPENDITURES	1,182,112.39	5,709.08	720,822.67	461,289.72	60.98
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	(281,930.39)	(288,789.66)	(594,944.32)	313,013.93	211.03

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: DECEMBER 10TH, 2021

05 -ECONOMIC DEVELOPMENT CORP
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>NON-PROPERTY TAXES</u>					
401-3140 SALES TAX	874,767.00	(283,430.58)	123,338.43	751,428.57	14.10
401-3150 MIXED BEVERAGE	9,815.00	0.00	1,434.86	8,380.14	14.62
401-3160 SUBLEASE HELOTES CHAMBER	<u>3,600.00</u>	<u>350.00</u>	<u>1,050.00</u>	<u>2,550.00</u>	<u>29.17</u>
TOTAL NON-PROPERTY TAXES	888,182.00	(283,080.58)	125,823.29	762,358.71	14.17
<u>MISCELLANEOUS REVENUE</u>					
406-1010 INTEREST	<u>12,000.00</u>	<u>0.00</u>	<u>55.06</u>	<u>11,944.94</u>	<u>0.46</u>
TOTAL MISCELLANEOUS REVENUE	12,000.00	0.00	55.06	11,944.94	0.46
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TOTAL REVENUES	900,182.00	(283,080.58)	125,878.35	774,303.65	13.98
	=====	=====	=====	=====	=====

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: DECEMBER 10TH, 2021

05 -ECONOMIC DEVELOPMENT CORP
 ADMINISTRATION
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
510-5101 SALARIES	74,721.35	2,887.46	17,254.34	57,467.01	23.09
510-5111 LONGEVITY	1,460.00	0.00	1,460.00	0.00	100.00
510-5113 BENEFITS	<u>19,360.04</u>	<u>427.17</u>	<u>3,251.48</u>	<u>16,108.56</u>	<u>16.79</u>
TOTAL PERSONNEL	95,541.39	3,314.63	21,965.82	73,575.57	22.99
CONTRACTUAL SERVICES					
510-5201 MEMBERSHIPS, DUES & LICENSES	15,000.00	0.00	0.00	15,000.00	0.00
510-5202 AUDIT FEES	3,400.00	0.00	0.00	3,400.00	0.00
510-5203 SCHOOLS, SEMINARS, CONFERENCES	3,200.00	0.00	248.03	2,951.97	7.75
510-5204 INTL. CONF. SHOPPING CENTERS	3,200.00	0.00	0.00	3,200.00	0.00
510-5205 BANK FEES	750.00	0.00	0.00	750.00	0.00
510-5206 LEGAL FEES / MDD CREATION	3,000.00	0.00	0.00	3,000.00	0.00
510-5208 CONC. DESIGN & LAND USE PLANS	15,000.00	0.00	0.00	15,000.00	0.00
510-5210 WORKSHOPS & PROMOTIONS	3,000.00	0.00	0.00	3,000.00	0.00
510-5211 MARKETING / TOURISM	30,000.00	994.45	994.45	29,005.55	3.31
510-5212 WEBSITE DEV. & MAINTENANCE	12,000.00	0.00	1,000.00	11,000.00	8.33
510-5214 MANAGED SVCS. AGREEMENT	36,000.00	0.00	36,000.00	0.00	100.00
510-5215 DEBT SERVICE	321,669.00	0.00	322,112.00 (443.00)	100.14
510-5216 SBLAP GRANTS & ADMINISTRATION	450,850.00	0.00	0.00	450,850.00	0.00
510-5217 LAND ACQUISITION/DUE DILIGENCE	0.00	0.00	285,000.00 (285,000.00)	0.00
510-5224 OFFICE RENTAL	12,000.00	1,000.00	2,000.00	10,000.00	16.67
510-5225 OTHSD PARKING LOT LEASE	5,520.00	400.00	914.74	4,605.26	16.57
510-5228 VISITOR CENTER	42,000.00	0.00	0.00	42,000.00	0.00
510-5230 MARKETING/CITY EVENTS	110,000.00	0.00	50,000.00	60,000.00	45.45
510-5231 CAPITAL IMPROVEMENTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	1,066,589.00	2,394.45	698,269.22	368,319.78	65.47
COMMODITIES					
510-5301 OFFICE SUPPLIES	2,000.00	0.00	0.00	2,000.00	0.00
510-5302 OPERATIONAL EXPENSES	16,500.00	0.00	587.63	15,912.37	3.56
510-5305 COMMUNICATION EQUIPMENT	1,232.00	0.00	0.00	1,232.00	0.00
510-5326 EXPENSE REIMBURSEMENT	250.00	0.00	0.00	250.00	0.00
510-5333 380 AGREEMENT REIMBURSEMENTS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL COMMODITIES	19,982.00	0.00	587.63	19,394.37	2.94
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TOTAL ADMINISTRATION	1,182,112.39	5,709.08	720,822.67	461,289.72	60.98
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TOTAL EXPENDITURES	1,182,112.39	5,709.08	720,822.67	461,289.72	60.98
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REVENUES OVER/(UNDER) EXPENDITURES	(281,930.39)	(288,789.66)	(594,944.32)	313,013.93	211.03
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**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: December 15, 2021**

AGENDA PLACEMENT:

- PUBLIC HEARING**
- RECOGNITION**
- UNFINISHED BUSINESS**
- CONSENT**
- INDIVIDUAL**
- CLOSED**

CAPTION:

Discussion of and action on contracting with Placer.ai for local intelligence and traffic data. (Staff)

EXECUTIVE SUMMARY:

Over the years the HEDC has utilized various sources that included retail recruitment consultants to independent software providers to obtain demographics and trade area data. One of the most recent sources of basic demographics was through Bexar County Economic Development, who provided access to run reports from ESRI.

Staff has been evaluating several services to that would provide reliable and instant access to data, including mobile analytics. Staff has identified Placer.ai as a leader in the industry and committed to providing a user friendly interface with exceptional support services.

ATTACHMENTS:

Attachment A: The Municipality Guide

Attachment B: Order Form/Agreement

PREPARED BY: Glenn Goolsby, Assistant Director

Use Placer.ai to Drive Municipal Growth

Understand resident, employee and visitor behaviors, preferences & demographics

Learn How to:

- Examine composition of residents, employees & visitors
- Identify & attract best-fit retailers with data-driven pitches
- Demonstrate benefits of strategic economic initiatives
- Understand local assets, specific areas & public venues
- Develop municipal strategy & planning
- Measure impacts of national, regional & community events



Placer.ai

Drive Economic Development Strategy & Execution With Mobile Location Data

Attract best-fit retailers and businesses, and provide data-driven insights to existing retailers and property owners to boost sales, increase tax bases, and drive economic growth.

Placer.ai empowers economic development

professionals to understand the strategic impact of retail revitalization initiatives, identify best fit retailers, measure event budgets, and define a municipality's comparative advantages.

But where do you start?

This guide shows how some of the leading economic development managers in the country use Placer.ai to maximize economic strategies and results.

How Placer.ai Works

For any location in the U.S., Placer.ai observes a representative sample of the visiting customers. Similar to a statistical survey, this observed data is aggregated and used to generate insights into any venue. Placer.ai then extrapolates a range of metrics that provide visibility into consumer behavior.



01

Observe

Anonymized location data from tens of millions of mobile devices used as a core panel.



02

Analyze

Reliable estimations of on-the-ground activity across the entire U.S. population.



03

Present

A wealth of detailed reports containing critical insights into what is truly happening offline.

Examine The Composition Of Residents, Employees & Visitors

Uncover the full picture of consumer behavior

- **Premise:** Municipal developers benefit from a holistic understanding of all consumers who live, work, and visit their communities.
- **Problem:** Municipalities do not have the necessary tools to fully understand their constituencies in order to devise optimal retail plans that target specific consumers.
- **Benefits:** Understand existing consumer segments and their potential impact on retail development by learning their unique demographics and buyer preferences, and measuring traffic to specific retailers.




How?

Placer.ai visitation and attribution data combine to provide visibility into the human composition of municipalities in order to understand the unique characteristics among different audiences and optimize for retail development.

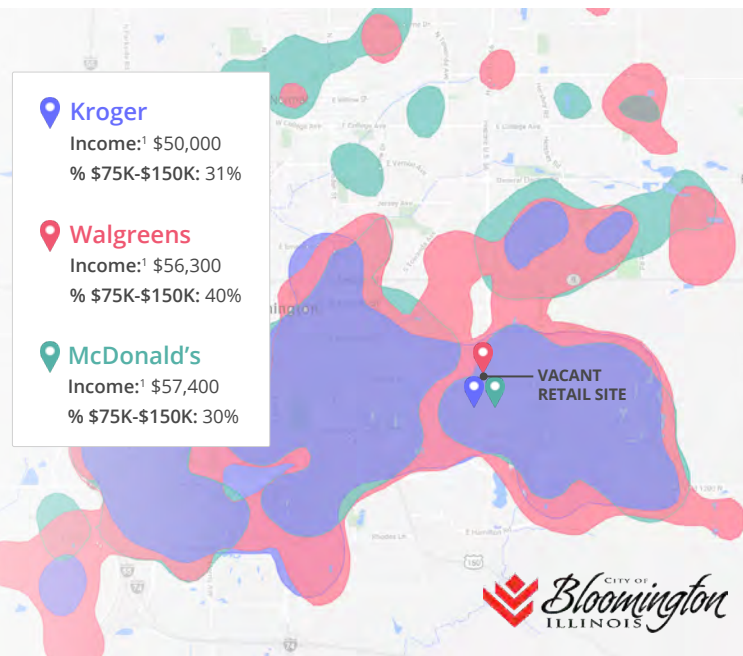
Example

Match The Best Retail Sites For Customers

The City of Bloomington, IL leveraged Placer.ai to assist a broker with the leasing of a vacant site. Placer.ai showed that the incomes¹ of a majority of customers to the major retail “anchors” surrounding the vacant site live in neighborhoods² with higher incomes than citywide visitors, residents, and employees, and have high percentages of people earning \$75K to \$150K.

 Citywide Incomes ¹	Visitors	Residents	Employees
	\$51,430	\$51,000	\$50,240

Median household income .1
Feb 11, 2020 - Aug 11, 2020, by home location at 70% traffic volume .2



“The City of Bloomington successfully leverages Placer.ai’s real-time data to support retail leasing and drive conversations with prospective tenants.”

Austin Grammer, Economic Development Coordinator

Identify & Attract Best-Fit Retailers With Data-Driven Pitches

Understand leakage & consumer demand

- **Premise:** Economic developers seek to attract new retail that is well-matched demographically and well-located physically for long-term success.
- **Problem:** It is difficult to gain visibility into where residents shop and dine outside of municipal limits.
- **Benefits:** Analyze leakage and identify which businesses are prime targets. Placer.ai helps identify which retailers, restaurants, and entertainment venues your residents visit outside of the municipality.



How?

Placer.ai provides customer visit data for any destination that shows consumer demand, brand preferences, cross-shopping habits, as well as the routes people take. Understand when and where your residents go, and how they spend their time.

Example

Understand Unmet Demand & Plan Retail Attraction

A majority of City of Anna residents conduct their shopping activity outside of the trade area. A high number of residents across retail categories drive 20 minutes or more to nearby McKinney, TX in order to satisfy demand. This suggests that the City of Anna should consider retailers in these categories:

70%

Home Improvement
Customers: 16,100
Drive Time: 20 Min

59%

Grocery
Customers: 13,600
Drive Time: 20 Min

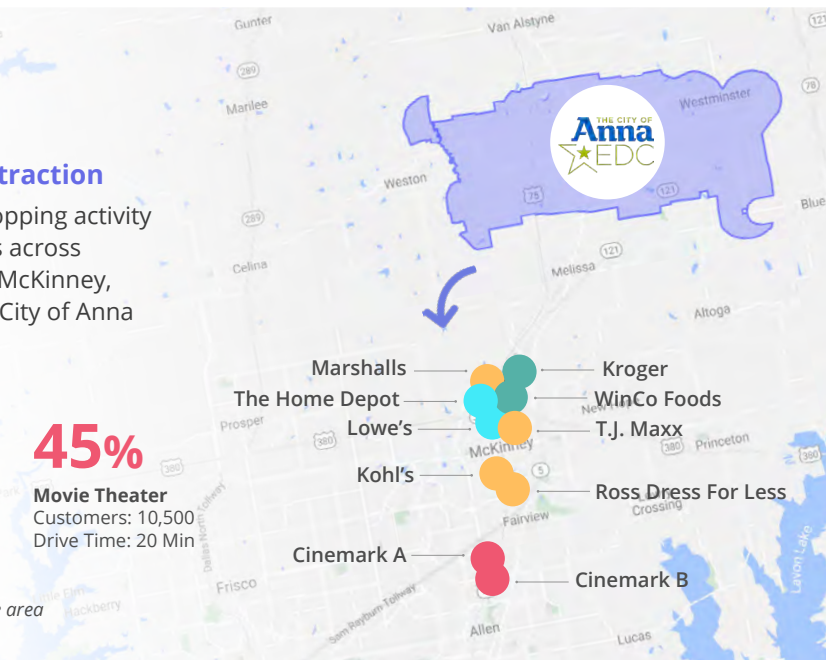
55%

Off-Price Apparel
Customers: 13,100
Drive Time: 30 Min

45%

Movie Theater
Customers: 10,500
Drive Time: 20 Min

% of residents that shop outside Anna, TX municipal trade area



“Placer.ai reveals the full potential value of our City. The data provides visibility into consumer leakage where we were previously in the dark, and enables us to strategically fill in retail gaps.”

Joey Grisham, Director at Anna Economic Development Corporation

Demonstrate Benefits Of Strategic Economic Initiatives

Capture impact of change & community dynamics

- **Premise:** Municipalities spend millions of dollars to recruit high-impact retailers, which broaden the draw of visitors and revitalize public spaces.
- **Problem:** Municipalities require a complete understanding of the total impact that a revitalized area has on visitation, employment, and retail performance over time.
- **Benefits:** Visualize changes in the trade areas of specific public spaces. Understand the business, economic, and even social-community impacts of capital improvement projects.



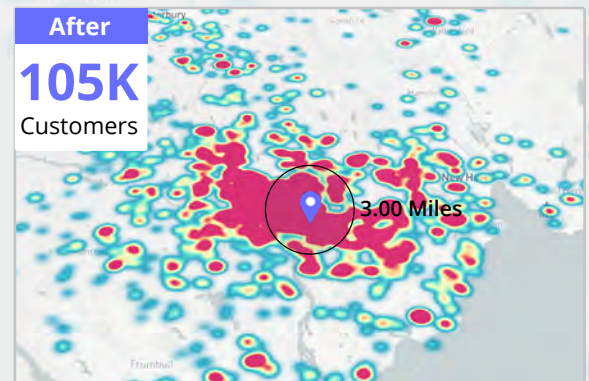
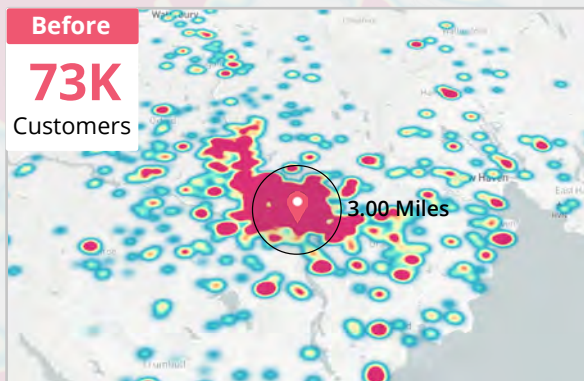
How?

Placer.ai's True Trade Area can be compared over time to see physical changes in visitation patterns attributed to a revitalization initiative. View growth trends in and around public spaces that may support local businesses.

Example

Driving "Profound Impact" On Community With Trade Area Expansion

The trade area of a renovated city plaza shows nearly 1.5x the number of customers after a new grocery anchor opened compared to the same time period the prior year.



"We use the data to showcase the business, economic, and even social-community impacts of our assets and full-scale redevelopment projects."

Rashawn Jackson, Director of Marketing, DLC Management Corp.

Understand Local Assets, Specific Areas & Public Venues

Empower city departments

- **Premise:** Municipalities try to understand the health, performance, and needs of specific areas, public venues, and departments within a city in order to make the best decisions on behalf of the entire government.
- **Problem:** The health, performance, and development needs of specific assets overseen by various departments are often unknown or subsumed under the entire municipality.
- **Benefits:** Analyze districts, neighborhoods, and specific public places such as parks, hubs, and tourist centers. Derive valuable insights and involve different departments in development conversations.



How?

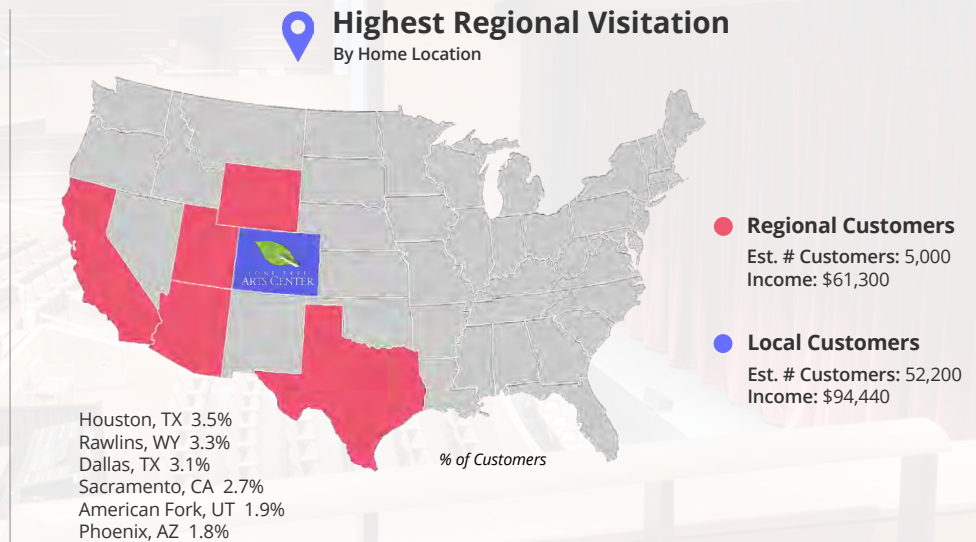
Placer.ai's Custom POI (Point Of Interest) tool can be used to draw custom geofences around *any* specific area or venue in order to understand different perspectives on the aggregate activity of a whole municipality.

Example

A Regional Reception

The Lone Tree Arts Center Department in Lone Tree, CO made the case that its Arts Center is a regional destination and boon to the city. Placer.ai shows that 10% of total customers¹ originate from home distances more than 60 miles away and span 5 states.

Jan 1, 2019 - Dec 31, 2019 .1



“We are able to look at user profiles to specific public places over the long-term, which helps us diligently craft the different offerings of a venue and cater to our visitors.”

Austin Good, Assistant To The City Manager at City of Lone Tree, CO

Develop Municipal Strategy & Planning

Transform your city economically

- **Premise:** Municipalities seek to transform themselves economically through public venue development, tourism, and other forms of placemaking in order to make their area most desirable to visitors.
- **Problem:** It is difficult for municipalities to uncover opportunities that inform development strategies and know the best ways to allocate time, money, and effort.
- **Benefits:** Measure the draw of visitation to any venue and gain insights into your visitors and how your city operates. See how far people travel to reach specific venues, where they originate, and glean the impact of visitor activity.



How?

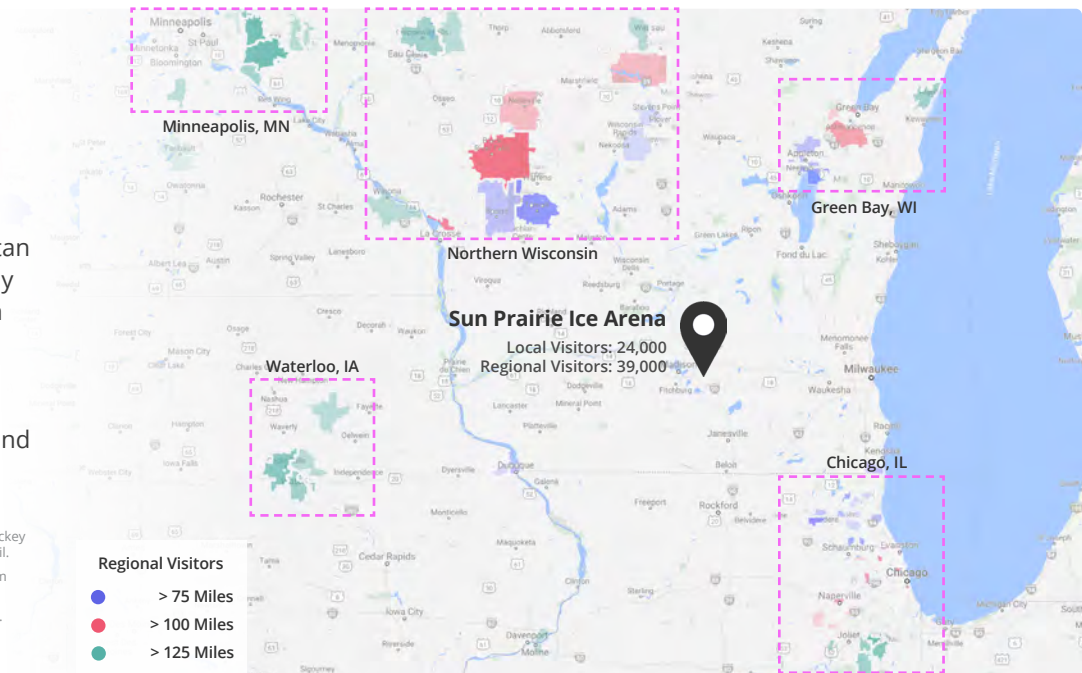
Placer.ai provides municipal professionals visitation data, demographic insights, customer journeys, and the routes visitors travel. Together, these metrics enable all new ways to evaluate the strength of a city and specific venues, and spot opportunities.

Example

Large Regional Draw & Economic Opportunity

Regional visitors from surrounding major metropolitan areas more than 75 miles away from the Sun Prairie Ice Arena drive an estimated 15,000 more visitors each year¹ than local visitors.² This visitation translates into potential demand of 7,500 hotel rooms.³

1. November 1, 2019 to October 31, 2020. Youth I hockey tournament season occurs November through April.
2. Visitors with home locations less than 20 miles from the Arena.
3. Based on average occupancy of 2 people per room.



“Placer.ai’s real magic is how the data comes together for us to create and present stories of transformative potential on behalf of our clients.”

Robin Scott Hunden, President & CEO

Measure Impacts Of National, Regional & Community Events

Business continuity & loss mitigation

- **Premise:** The risk exposure from outside forces faced by cities often result in reductions in tax collection, which ultimately impacts future planning and budgets.
- **Problem:** Municipalities lack visibility into how these events impact their communities, which is critical when planning and forecasting business and clientele recovery.
- **Benefits:** Placer.ai helps analyze the impact of disaster and other events in near real-time. Understand trade area changes, population shifts, affected businesses, and how to be prepared for the next big event.



How?

Placer.ai provides municipal professionals visitation data that shows an aggregate view of visitor engagement to inform real-time planning and decision-making.

Example

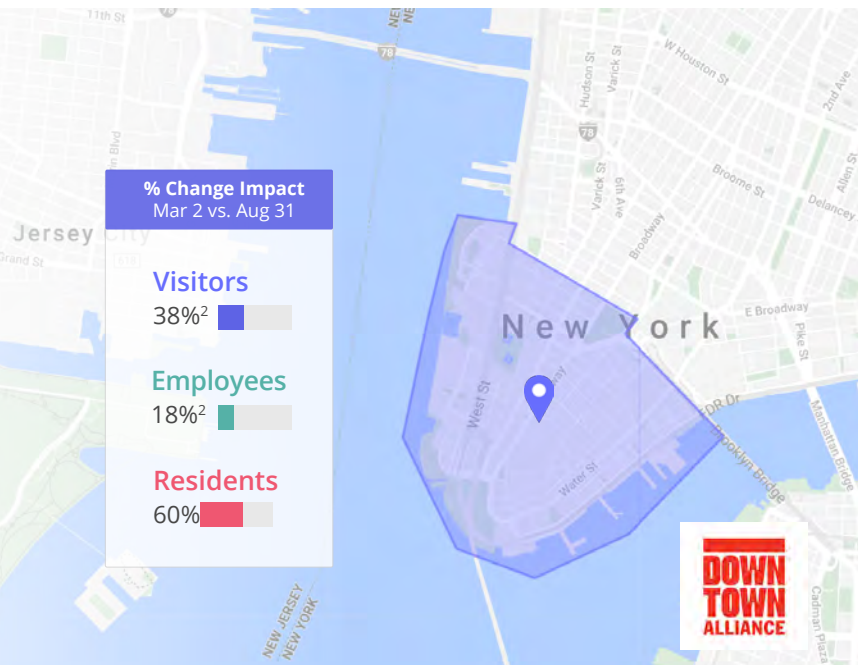
COVID-19 Impact On Lower Manhattan

The Alliance for Downtown New York needed to understand how COVID-19 affected Lower Manhattan.¹ The Alliance looked at three metrics:

- **Visitors:** Change in tourism
- **Employees:** Change in office utilization
- **Residents:** Outbound migration of residents

As of March 2 compared to August 31,¹ Placer.ai shows that visitors are 38% of what they were 6 months ago; office utilization capacity fell to 18%; and residents living within Lower Manhattan full time represented only 60% of March residents.

1. Monday, March 2, 2020 vs. Monday, August 31, 2020
 2. Average Daily Counts



“Placer.ai has provided insightful and reliable data that has allowed us to build a far more complete picture of how the pandemic has impacted Lower Manhattan.”

Josh Nachowitz, Senior Vice President, Research & Economic Development



Actionable Insights for Any Location

Powered by mobile location data from 30 million devices

What You Get



Trade Area Analysis

- True Trade Area
- Benchmarking
- Cannibalization



Audience Insights

- Census Profiles
- Favorite Places
- Zip Code Analysis



Visitation Performance

- Visitor Trends
- Customer Journey
- Vehicle Traffic



Advanced Reports

- Rankings
- Chains Performance
- Customer Loyalty
- Cross Shopping
- Void Analysis

And Much More!

How Placer.ai Works



01
Observe

Anonymized location data from tens of millions of mobile devices used as a core panel



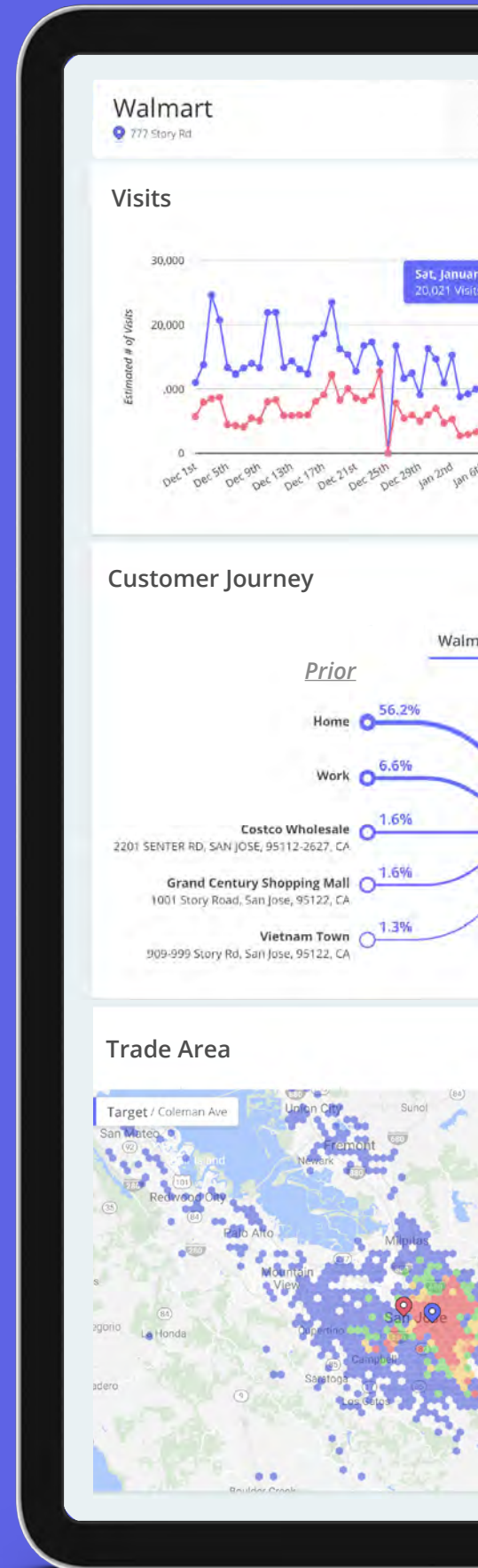
02
Analyze

Accurate and reliable estimations on visitation activity across the entire U.S. population



03
Present

A wealth of detailed reports containing critical insights into what is truly happening offline





Loved & Trusted By

Globally recognized industry leaders



About Placer.ai

Placer.ai is the world's most advanced foot traffic analytics platform allowing anyone with a stake in the physical world to instantly generate insights into any property for a deeper understanding of the factors that drive success. Placer.ai is the first platform that fully empowers professionals in retail, commercial real estate, hospitality, economic development and more to truly understand and maximize their offline activities. Connect with us on LinkedIn, Twitter, Facebook or visit Placer.ai.

PLACER LABS, INC.**ORDER FORM**

City of Helotes Economic Development Corporation	(“Customer”)	Placer Labs, Inc.	(“Placer”)
Address:	12682 Old F.M 1560 Suite 105 Helotes, TX 78023	Address:	340 S Lemon Ave #1277, Walnut, CA 91789
Contact Person:	Glenn Goolsby	Contact Person	Mike Elrod
Email:	ggoolsby@helotes-tx.gov	Billing Contact Person:	Ethan Low
Phone:	210-695-5910	Billing Email*:	accounting@placer.ai
Billing Contact Email:	ggoolsby@helotes-tx.gov	Billing Phone*:	415-228-2444

*Not for use for official notices.

1. Services.

The services provided under this Order Form (the “**Services**”) include:

- Access, via Placer Venue Analytics Platform (“**Placer’s Platform**”), to all major venues within the following U.S. state(s): TX
- Access, via Placer’s Platform, to reports, including Visits, Trade Areas, Customer Journey, Customer Insights, Dwell Times, and Visitation by Hour/Day
- Actionable insights include:
 - Accurate foot traffic counts and dwell time
 - True Trade Areas displaying frequent-visitors-density by home and work locations
 - Customers’ demographics, interests, and time spent at relevant locations
 - Where customers are coming from and going to, and the routes they take
 - Benchmarking of Foot Traffic, Market Share, Audiences, and other key metrics
 - Competitive insights
 - Void Analysis Reports
- Custom reports per ad hoc needs/requests; in Excel, KML, Tableau, and other formats
- Xtra Reports: Quarterly Maximum of 15 reports; Annual Maximum of 60 reports
- Ad hoc property visitor time lapse video generation upon request
- Premier Customer Support
 - Regular meetings with Placer’s Customer Success Team
 - Live, Virtual Training support as reasonably needed
- Access to STI Demographics Bundle + Mosaic Data Set via Placer’s Marketplace initiative. The applicable Advanced Demographics and Psychographics are generated using the Input Datasets from the data vendors as set forth below (such data vendors are known as “**Marketplace Vendors**”):

Description	Marketplace Vendors	Input Datasets Used
STI Demographics Bundle	Synergos Technologies (STI)	PopStats
	Synergos Technologies (STI)	Spending Patterns
	Synergos Technologies (STI)	Workplace
	Synergos Technologies (STI)	Market Outlook
Experian Mosaic	Experian	Mosaic Segmentation

The foregoing are referred to as “**Marketplace Services.**” Marketplace Services and Marketplace Data are governed by, and Customer and Placer agree to, the Marketplace License Agreement located at <https://www.placer.ai/placer-marketplace-license-agreement/> (the “**Marketplace Agreement**”). Capitalized terms in this section have the meaning set forth in the Marketplace Agreement.

2. Permitted Uses

The data, information and materials accessible via the Services are referred to as “**Placer Data.**” Customer may use Placer Data solely for the following purposes (“**Permitted Uses**”): (a) Customer may use Placer Data for Customer’s internal business purposes; and (b) Customer may incorporate Placer Data into Research Data, as described and subject to the restrictions below.

“**Research Data**” means datasets and other materials created by Customer that result in any part from Customer’s use of Placer Data. The Customer may share Research Data with current and potential customers, and in marketing materials; provided that the Customer shall cite Placer as a provider of such information. Customer shall not, directly or indirectly, resell, distribute, sublicense, display or otherwise provide Placer Data to any third parties, except that Customer may display Placer Data as part of Research Data.

3. Term and Termination.

Initial Term:

The initial term of this Order Form will begin as of the last signature date set forth below, and will continue for 12 consecutive months thereafter (the “**Initial Term**”). Each renewal or additional term, if any, is referred to as “**Additional Term,**” and the Initial Term and any Additional Terms are referred to collectively as the “**Term.**”

Additional Term:

Following expiration of the Initial Term, this Order Form shall be automatically renewed for additional periods of the same duration as the Initial Term, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term.

Termination:

Either party may terminate this Order Form upon thirty (30) days’ notice if the other party materially breaches any of the terms or conditions of this Order Form or the Agreement (as defined below), and the breach remains uncured during such thirty (30) days. In addition, Placer may immediately suspend Customer’s access to the Services, or terminate the Order Form, in the event of non-payment by the Customer or breach by Customer of any restrictions regarding usage of the Services.

4. Fees.

US\$9,900/year invoiced: in full upon signing this Order Form

Invoice sent electronically to Customer’s billing contact email via bill.com

Customer shall pay the fees set forth above in this Order Form.

Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection.

Customer is responsible for all applicable taxes arising directly from the Services other than U.S. taxes based on Placer's net income.

If Customer believes that Placer has billed Customer incorrectly, Customer must contact Placer no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Placer's customer support department at support@placer.ai.

In the event of any termination, Customer will pay in full for the Services up to and including the last day on which the Services are available to Customer.

All billing will be sent via electronic invoice to the Customer contact indicated above. Customer shall pay all fees within thirty (30) days of the invoice date.

5. Support.

Placer will use commercially reasonable efforts to provide customer service and technical support in connection with the Services on weekdays during the hours of 9:00 A.M. through 5:00 P.M. Pacific Time, with the exclusion of federal holidays. For any such support, please contact us at support@placer.ai.

6. Mutual NDA.

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Placer includes, without limitation, non-public information regarding features, functionalities and performance of, and pricing for, the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted by the Agreement) or disclose to any third party any Proprietary Information. The foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in the possession of or known to the Receiving Party, prior to disclosure thereof by the Disclosing Party, without any restrictions or confidentiality obligations, (c) was rightfully disclosed to it, without any restrictions or confidentiality obligations, by a third party, (d) was independently developed without use of any Proprietary Information of the Disclosing Party, or (e) is required to be disclosed by law, provided that the Receiving Party provides the Disclosing Party with prompt written notice of such requirement and reasonably cooperates with the Disclosing Party to limit or challenge such requirement. These provisions regarding Proprietary Information shall apply in perpetuity and shall survive any termination of the Order Form or the Agreement.

7. Miscellaneous.

All notices under the Order Form and the Agreement will be in writing and will be deemed to have been duly given (a) upon delivery by a recognized delivery service (e.g., FedEx) with delivery confirmation, (b) upon receipt, if sent by U.S. certified or registered mail, return receipt requested, or (c) when sent via email, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Notices shall be sent to the addresses set forth in the Order Form, which addresses may be subsequently modified by written notice given in accordance with these provisions.

Customer grants Placer the right to use Customer's company name and company logo, for Placer's promotional purposes.

This Order Form is entered into by and between Customer and Placer effective as of the date of the last signature below. This Order Form and use of the Services are governed by, and Customer and Placer agree to, the License Agreement located at <https://www.placer.ai/placer-license-agreement/> (the “**Agreement**”); provided, however, that in the event of any conflict between this Order Form and the Agreement, this Order Form shall control. Unless otherwise defined in this Order Form, capitalized terms herein have the same meaning as in the Agreement.

“Customer”

“Placer”

City of Helotes Economic Development Corporation

Placer Labs, Inc.

By: _____
Name:
Title:
Date:

By: _____
Name: Jacov Ben-Zvi
Title: President
Date:



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: December 15, 2021**

AGENDA PLACEMENT:

- PUBLIC HEARING**
- RECOGNITION**
- UNFINISHED BUSINESS**
- CONSENT**
- INDIVIDUAL**
- CLOSED**

CAPTION:

Discussion of and action on sponsoring the Helotes Area Chamber of Commerce Gift Card Give Back in 2022. (Staff)

EXECUTIVE SUMMARY:

The HEDC Board previously supported the Helotes Chamber of Commerce Gift Card Give Back initiative in 2021 by sponsoring \$10,000 dedicated to Helotes businesses. The matching program assisted 25 local businesses.

The HACC has agreed to match the HEDC sponsorship up to \$10,000 for the 2022 initiative, planned to launch in March. A Helotes Chamber Board member will present to provide more details on the proposed 2022 program.

ATTACHMENTS:

PREPARED BY: Glenn Goolsby, Assistant Director



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: December 15, 2021**

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PREPARED BY: Glenn Goolsby, Assistant Director



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: December 15, 2021**

AGENDA PLACEMENT:

- PUBLIC HEARING
- RECOGNITION
- UNFINISHED BUSINESS
- CONSENT
- INDIVIDUAL
- CLOSED

CAPTION:

Discussion of and action on contracting with 360 Zone to provide Google 360 Virtual Tours to businesses located within the City of Helotes. (Staff)

EXECUTIVE SUMMARY:

In an effort to continue the support of local businesses, staff is recommending renewing the Google 360 Virtual Tour Program. The program has been funded on five occasions since 2014 assisting 87 businesses with improving their online presence and listing on Google searches.

The program is typically open on a first-come first-served basis until funds are exhausted. Eligibility will be based on businesses who have not received prior tours or have relocated to a new lease space. The program could assist 20-30 businesses with an allocation of \$8,000.

ATTACHMENTS:

Attachment A – Agreement

PREPARED BY: Glenn Goolsby, Assistant Director

GOOGLE BUSINESS PHOTOS SERVICE AGREEMENT
JOHN ALMAREZ, 360 ZONE
AND
THE HELOTES ECONOMIC DEVELOPMENT CORPORATION

This Google Business Photos Service Agreement (hereinafter referred to as the "Agreement") is entered into by and between the City of Helotes Economic Development Corporation (hereinafter referred to as the "EDC"), acting by and through its Board of Directors, and the 360 Zone (hereinafter referred to as the "Photographer"), both of which may be referred to herein collectively as the "Parties" or singularly as "Party".

I. PURPOSE

1.1 The purpose of this Agreement is to establish the terms and conditions under which the Photographer will provide the EDC with photography services, including the Photographers' and EDCs' obligations hereunder and the associated costs and manner and method of payment.

II. TERM

2.1 The term of this Agreement is for ten (10) months, beginning December 16, 2021 and ending September 30, 2022; provided, however, that this Agreement may be extended until December 31, 2022, at no additional cost, to complete scheduled photography sessions. The Agreement may be terminated by the Parties for convenience upon the provision of thirty (30) days written notice each to the other.

III. SCOPE OF SERVICES

3.1 Photographer shall provide the following still photography and 360 virtual tour services in accordance with the rules and guidelines specified by Google and this Agreement.

- 3.1.1 Photographer will coordinate with the EDC to contact businesses in the City of Helotes with a Certificate of Occupancy to request their participation in the Google Business Photos Program. All businesses meeting Google's requirements and expressing an interest in the Program, will be guaranteed a photo session;
- 3.1.2 Photographer will take photographs of those portions of the exterior and interior of the business premises designated by the business as acceptable for photographing in connection with this Agreement;
- 3.1.3 Photographer will use commercially reasonable efforts to ensure that the photographs meet the Google Business Photos Program's technical specifications;
- 3.1.4 Photographer hereby assigns (or will procure the assignment of) all ownership rights in the photographs (including intellectual property rights) to Business and the

EDC; and

- 3.1.5 Photographer will be responsible for transferring all photographs to a media device supplied by the EDC. Photographs taken each month shall be released to the EDC prior to payment for services.

IV. TIME AND DATE OF SERVICE

4.1 Upon signature, Photographer will coordinate with the EDC to contact each interested business in Helotes and schedule a time and date agreed upon by all Parties to provide the photographic services.

V. COMPENSATION

5.1 The amount to be remitted to Photographer for services described in the Scope of Services section above shall not exceed eight thousand dollars (\$8,000.00) for the ten (10) month term of this Agreement, payable monthly per completed virtual tour as outlined in Exhibit A.

VI. PAYMENT FOR SERVICES

6.1 Photographer shall issue a monthly invoice to the EDC addressed to:

EDC Assistant Director
PO Box 507
Helotes, TX 78023

Helotes shall make its payment within thirty (30) days of receipt of each invoice.

5.2 All payments required under this Agreement shall be made payable to the Photographer and addressed to:

John Almarez
360 Zone
11623 Brae Valley
San Antonio, Texas 78249

VII. REFUND

7.1 Photographer will refund the Service Fees to the EDC (but will have no further liability with respect to the Agreement) if Google rejects the photographs for failure to meet the Google Business Photos technical specifications and Photographer does not correct the failure after re-photographing the business at a mutually agreed upon time.

VIII. INDEMNIFICATION

8.1 PHOTOGRAPHER SHALL, AT ALL TIMES, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION, EDC BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION FROM AND AGAINST ALL LIABILITY AND EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, ARISING FROM AND CONNECTED WITH CLAIMS AND LAWSUITS FOR DAMAGES RELATING TO PHOTOGRAPHERS OPERATIONS OR ITS SERVICES, WHICH RESULT FROM BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE UNDER THIS AGREEMENT.

IX. INSURANCE

9.1 Photographer shall procure and maintain in effect, so long as this Agreement is in effect, vehicular, operational, professional and Contractual liability insurance with a company authorized to transact business in the State of Texas, which said Insurance shall be in the amount of not less than \$500,000 for each occurrence for automobile, ambulance, and other vehicular liability insurance; insurance for professional liability in an amount not less than \$1,000,000 for each occurrence and in the aggregate; insurance for general liability, which shall specifically include civil right matters, in an amount not less than \$100,000 for each occurrence.

X. NOTICES

10.1 All notices to be given under this Agreement shall be in writing and shall either be personally served on the other Party or given by certified mail or registered mail, return receipt requested, postage prepaid and addressed to the proper party at the address which appears below or at such other address as the Parties may designate. All notices given by mail shall be deemed to have been given three (3) days after the time of deposit in the United States mail and shall be effective from such date.

If to Helotes: EDC Executive Director, PO Box 507, Helotes, TX 78023

If to Photographer: John Almarez, 11623 Brae Valley. San Antonio, TX 78249

XI. AMENDMENTS

11.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both Photographer and the EDC, and subject to approval by the EDC Board of Directors, as evidenced by passage of a Resolution.

XII. SEVERABILITY

12.1 If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future Federal, State or Local laws, including, but not limited to, City Code of ordinances,

then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal, or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal, or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XIII. LAW APPLICABLE

13.1 This Agreement shall be construed under and in accordance with the laws of the State of Texas and any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County, Texas. Nothing contained herein shall ever be construed as a waiver of sovereign or governmental immunity available to the EDC or the defenses of the Parties as provided by other law the rights to which are expressly reserved herein and minimally to the extent then and there existing prior to the execution hereof.

XIV. LEGAL AUTHORITY

14.1 The signers of this Agreement for the EDC and Photographer represent, warrant, assure and guarantee that they have full legal authority to execute this Agreement on behalf of themselves and to bind themselves to all of the terms, conditions, provisions and obligations herein contained.

XV. PARTIES BOUND

15.1 This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XVI. ASSIGNMENT

16.1 Neither party may assign its rights, privileges or obligations under this Agreement, in whole or in part, without the written consent of the governing body of the other party. Any attempt to assign without such approval shall be void.

XVII. COMPLIANCE WITH LAWS AND ORDINANCES

17.1 The Parties hereby agree to comply with all Federal, State, and Local laws and ordinances applicable to the work or services to be performed under this Agreement.

XVIII. ENTIRE AGREEMENT

18.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire Agreement between the Parties hereto and contain all of the terms and conditions agreed upon and shall supersede any and all prior written and oral agreements between the Parties. No other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same is in writing, dated subsequent to the date

hereto and duly executed by the Parties, in accordance with Article X.

IXX. INDEPENDENT CONTRACTOR

19.1 Notwithstanding anything contained herein to the contrary whatsoever, this Agreement is not intended to create, nor shall it be construed as creating or constituting, an agency or employment, between the Parties. It is expressly agreed between the Parties that Photographer is an independent Contractor and is in no way an agent or employee of the Helotes EDC. Photographer is totally and solely responsible for the supervision of its employees and for the quality and nature of their acts while providing services under this Agreement. No employee, agent, or servant of Photographer shall be or shall be deemed to be the employee, agent, or servant of the Helotes EDC. The Helotes EDC is interested only in the results obtained under the Agreement; the manner and means conducting the performance this Agreement are the sole control and responsibility of Photographer. None of the benefits provided by the Helotes EDC for its employees (including, but not limited to, compensation insurance and unemployment insurance) are available from the Helotes EDC to the employees, agents, or servants of the Photographer.

EXECUTED and AGREED to this the 15th day of December, 2021

John Almarez
360 Zone

Date

Marian Mendoza, Executive Director
City of Helotes, Texas

Date



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: December 15, 2021**

- AGENDA PLACEMENT:**
- PUBLIC HEARING
 - RECOGNITION
 - UNFINISHED BUSINESS
 - CONSENT
 - INDIVIDUAL
 - CLOSED

CAPTION:

Discussion and direction on creating a Tenant Improvement Grant. (Staff)

EXECUTIVE SUMMARY:

During the Work Session on October 20, 2021 the HEDC Board discussed creating a Tenant Improvement Grant to assist with new and expanded businesses within the City of Helotes. Staff has reviewed prior year programs and researched new ones to develop the FY 2022 Retailer and Commercial Tenant Improvement Program. Below are some key aspects of the program.

Proposed Program Details:

Eligible Businesses: Restaurants, Bars, Retailers, Office, Hotel, and Grocery

Eligible Improvements: Structural walls, attached fixtures, roofing, mechanical equipment, electrical, plumbing, signage, cabinetry, exterior doors and windows, painting, ADA compliance, etc.

Funding: 50% matching funds up to a maximum of \$20,000 per business

ATTACHMENTS:

Attachment A: Draft Retailer and Commercial Tenant Improvement Program

PREPARED BY: Glenn Goolsby, Assistant Director

CITY OF HELOTES

***Retailer and Commercial
Tenant Improvement Program
Guidelines and Application Form***

Fiscal Year Ending 2022 Grant Cycle



ADMINISTERED BY:
The City of Helotes
Economic Development Corporation
12682 FM 1560 W, Suite 105
Helotes, Texas 78023
(210) 695-5910 (direct)

CITY OF HELOTES
Retailer and Commercial Tenant Improvement Program

Program Overview

The City of Helotes Economic Development Corporation (HEDC), in its continuing effort to support the development and redevelopment of the community, has created a Retailer and Commercial Tenant Improvement Program for business owners and building owners within the corporate City limits of Helotes.

The HEDC is committed to helping grow the retail and commercial businesses within the City of Helotes. This program recognizes the importance of incentives to provide certain funds to eligible business tenants to defray a portion of the costs incurred in starting new and expanding existing businesses.

This is a reimbursement grant program. The HEDC acquires no ownership, control, or property interest otherwise in the design, construction, and final product of the improvements.

Program Intent

1. To attract new businesses that provide needed/desired services or products within Helotes to address demand of residents, employees, and visitors, as well as increase foot traffic and create a viable commercial core.
2. To stimulate private investment in retail and office developments, or expansion.
3. To reduce the number of vacant storefronts throughout Helotes.
4. To contribute to the overall value of Helotes by encouraging diversified developments.

Grantee Eligibility

To secure a compelling mix of businesses, the HEDC has identified certain business/tenant types that are eligible for this program to include retail, restaurant, office, and craft niche businesses. In order to protect the public investment, any business tenant interested in applying must have a lease agreement of three (3) or more years at the property where improvements will be made. The following table identifies the types of businesses that were identified as desired uses.

Eligible Business Types	Non-Eligible Business Types
Restaurants and Bars	Automotive Oriented Businesses
Retail (Apparel, Footwear, Home Furnishings, Electronics, Sporting Goods, Crafting, etc.)	Personal Services (Nail or Beauty Salon, Massage)
Office (Single or Multi-Tenant Professional Offices)	Dollar or Thrift Stores
Hotel	
Specialty/Gourmet Grocery	

The HEDC retains discretion to consider stores that fall outside the above-mentioned business types, but serve to fill a limited or underserved sector.

Eligible Improvements

The following improvements are eligible to receive funding through the Program. An individual undertaking an improvement project that includes a portion of the eligible improvements below may apply for a matching grant, but only the improvements identified below will be eligible for funding:

Retailer and Commercial Tenant Improvement Program

Structural walls, subfloor, or ceiling	Attached fixtures	Roofing (arising from structural or integrity concerns)
Exterior door/window replacement	Mechanical equipment	Security or fire protection systems
Exterior painting	Electrical or plumbing repair, installation, or upgrade	Interior cabinetry or woodwork
Exterior brick veneers or treatments	Signage (new, repair or replacement)	Interior drywall or feature walls
Interior/exterior demolition	Original exterior architectural feature repair or replacement	Improvements for ADA accessibility compliance

Ineligible Projects

The Program will not provide funds for any construction, service, or activity not explicitly identified under Eligible Improvements above.

Funding Details

- Grants for new businesses will not exceed \$20,000 or \$25.00 per square foot.
- Grants for existing businesses will not exceed \$10,000 or \$15.00 per square foot.
- Grants may cover up to 50% of the total cost of eligible improvements.
- Applicants who apply for funding after commencing improvements are ineligible.
- Grant recipients may re-file a subsequent grant application with the HEDC no sooner than five (5) years from the original grant approval date.

Evaluation Process

- Applications for grant funding will be accepted on a first-come, first-serve basis. Only completed applications that include all required submittal documents and information will be forwarded to the HEDC Board of Directors for review within thirty (30) business days or the next regularly scheduled meeting.
- In order to receive a Tenant Improvement Grant, an application must be determined to have a minimum of 3 points from the following list. The number of points that an application receives will correspond to the amount of money per square foot that it will be eligible to receive. The HEDC reserves the right to approve or disapprove each application for any reason.

- 3 points = Up to \$10 per square foot
- 4 points = Up to \$15 per square foot
- 5 points = Up to \$20 per square foot
- 6 or more points = Up to \$25 per square foot

	Key Consideration	Points
1.	Does the project target businesses sought by the HEDC? <ul style="list-style-type: none"> • Retail, Restaurant, Bar, Hotel (2 points) • Office (1 point) 	
2.	Building/space that has been vacant for more than 6 months (1 point)	
3.	How many anticipated jobs will be created? <ul style="list-style-type: none"> • 1-5 FTE employees (1 point) • 6-10 FTE employees (2 points) • 11 or more FTE employees (3 points) 	
4.	Does the project generate sales tax in Helotes? <ul style="list-style-type: none"> • Sales tax from \$1,000 to \$4,999 (1 point) • Sales tax from \$5,000 to \$9,999 (2 points) • Sales tax above \$10,000 (3 points) 	
5.	Applications with fully executed lease that are: <ul style="list-style-type: none"> • 3 years in length from the date of application (1 point) • 5 years in length from the date of application (2 points) • Building owner and applicant (2 points) 	
	Total Points (projects with less than 3 points will not be considered for funding.)	

Construction Timeline

Once the grant is awarded, the grantee has six (6) months to begin construction and nine (9) months to complete the project and open for business. If one or both of these criteria are not met, the grantee will be notified in writing that the grant is terminated. Grantee can request an extension if nearing the construction lapse date. One extension may be granted at the discretion of the HEDC staff.

Pre-Construction, Construction, and Reimbursement

- Approved applicants will enter into an agreement with the HEDC; work may begin only after the agreement is fully executed.
- The applicant must obtain all required permits prior to construction.
- The HEDC staff may perform site visits through the construction process to ensure compliance with grant approval.
- Once completed the project must be inspected and approved by the City’s Building Inspector.
- Reimbursement is made only when project is finalized and upon receipt of proof of payment to the HEDC. This should be in the form of an invoice or receipt, which includes the final cost of the project, the work which was done or products purchased, and signed by the contractor or vendor acknowledging that the project was paid for in full.

- Matching grant funds will be released to the applicant within thirty (30) business days from the time of passing inspection and receipt of proof of payment.

Application Components

The applicant must provide the following:

- Completed Scope of Work
 - Narrative description of the project scope
 - Construction schedule
 - Contractor scope of work with cost estimates
 - Renderings and/or architecture plans
 - Photos of current condition
- Project Budget
 - Provide a budget for the project with cost estimates and indicate assumptions for all estimated costs.
- Additional Documents
 - Copy of lease or lease extension
 - Copy of Texas Sales Tax Permit or a Detailed Confidentiality Report from the State Comptroller's Office, if applicable.

Questions

A grant application and submittal requirements are included with this packet. If you have further questions regarding the Program, contact Glenn Goolsby, Economic Development Specialist at:

Glenn Goolsby
City of Helotes
Economic Development Corporation
12682 FM 1560 W, Suite 105(Physical)
P.O. Box 507 (Mailing)
Helotes, TX 78023
Phone: (210) 695-5910
E-mail: ggoalsby@helotes-tx.gov,

CITY OF HELOTES

Retailer and Commercial Tenant Improvement Program Grant Application

Please fill out the application completely and return it to the HEDC with the items listed in the checklist on page 5.

Applicant Information	Name	Phone
	Mailing Address	Fax
	Email	Federal Tax ID#

Property Information	Building Address for which Grant is Sought:	
	Property Legal Description	Phone

Check one:

<input type="checkbox"/>	New business occupying new or existing retail space or redeveloping existing commercial property.
<input type="checkbox"/>	Existing businesses making improvements to their existing space, occupying new space of equal or greater size, or redeveloping commercial property.

Proposed Improvement(s) - Check all that apply

Structural walls, subfloor, or ceiling	Attached fixtures	Roofing (arising from structural or integrity concerns)
Exterior door/window replacement	Mechanical equipment	Security or fire protection systems
Exterior painting	Electrical or plumbing repair, installation, or upgrade	Interior cabinetry or woodwork
Exterior brick veneers or treatments	Signage (new, repair or replacement)	Interior drywall or feature walls
Interior/exterior demolition	Original exterior architectural feature repair or replacement	Improvements for ADA accessibility compliance

Continued on next page.

Retailer and Commercial Tenant Improvement Affidavit

I agree to comply with all standards of the Program, including those requirements set by the HEDC Board of Directors. I understand that this is a voluntary Program, under which the HEDC has the right to approve or deny any project or proposal or portions thereof.

I understand grant funds are on a first-come first-served basis and must meet the minimum eligibility requirements to be considered for funding. I understand the HEDC has the right to deny funding for any reasons.

By accepting grant funds, Applicant authorizes the City and HEDC to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and description of the project and property in the City's and HEDC's printed promotional materials, press releases, and websites.

I understand that I am solely responsible for obtaining the proper permits or variances for my project and the cost associated with the same are not eligible costs.

I certify that the Business is not part to any bankruptcy proceedings or law suits currently pending or contemplated, and Business has not been informed of any potential law suits. If Business is part of any bankruptcy proceedings or law suits, please provide an explanation on a separate sheet of paper.

Applicant(s) Signature _____ Date _____

Building Owner's Signature _____ Date _____
(if different from applicant)



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: December 15, 2021**

- AGENDA PLACEMENT:**
- PUBLIC HEARING
 - RECOGNITION
 - UNFINISHED BUSINESS
 - CONSENT
 - INDIVIDUAL
 - CLOSED

CAPTION:

Discussion and direction on creating a Community Arts Grant Program. (Staff)

EXECUTIVE SUMMARY:

During the Work Session on October 20, 2021 the HEDC Board discussed creating a Community Arts Grant program to encourage public works of art. Staff has researched several programs including, San Antonio, San Marcos, Corpus Christi, and Plano to develop the attached proposed program. Below are some key aspects of the program.

Proposed Program Details:

Priorities: Murals, Small Arts, Major Arts

Eligibility: Non-profits and Individual Artist

Funding Details: 1:1 match

Approval Process: Create a Community Arts Grant Committee to review and approve each applicant.

ATTACHMENTS:

Attachment A: Draft Community Arts Grant Program

PREPARED BY: Glenn Goolsby, Assistant Director

CITY OF HELOTES
Community Arts Grant Program
Guidelines and Application Form

Fiscal Year Ending 2022 Grant Cycle



ADMINISTERED BY:
The City of Helotes
Economic Development Corporation
12682 FM 1560 W, Suite 105
Helotes, Texas 78023
(210) 695-5910 (direct)

BACKGROUND

The Community Arts Grant Program is funded by the City of Helotes Economic Development Corporation and managed by the Community Arts Grant Committee. The Community Arts Grant Program provides funding to Helotes-based arts and cultural organizations as well as individual artists of public art displays.

This document outlines the requirements to be eligible to apply for a grant. The application can be found at www.helotesedc.com/communityartsgrant.

Applications will be accepted on a first-come, first-served basis until funding is exhausted or no later than July 29, 2022.

Official notification of grant status (approved or declined) will be sent out by early September 2022.

Grant funds are to be expended for activities occurring between October 1, 2021 and September 30, 2022. A final project or organizational report must be submitted to the Community Arts Grant Committee within ninety (90) days of the project completion date or by September 30, 2022, whichever date is earlier. The post-project report must delineate expenditure of funds and describe the success and challenges of the project or, in the case of general operating support, for activities occurring between October 1, 2021 and September 30, 2022.

Whenever possible, organizations receiving a Community Arts Grant are expected to acknowledge this support in programs, press releases, and advertisements with the following language: “The Helotes Economic Development Corporation provided grants funds for this project.”

ELIGIBILITY & PRIORITIES

Helotes Arts welcomes proposals addressing a broad range of initiatives and opportunities to serve the Helotes community:

❖ Mural Arts Grants (up to \$1,000)

- Non-profit, tax-exempt organizations must be a registered 501(c)(3) non-profit
- Individual Artist Projects
- Projects must be clearly visibly/accessible to the public
- Applicant must show examples of previous work

❖ Small Arts Grants (up to \$2,500)

- Non-profit, tax-exempt organizations must be a registered 501(c)(3) non-profit
- Individual Artist Projects
- Projects must be clearly visibly/accessible to the public
- Applicant must show examples of previous work

❖ Major Arts Grants (over \$2,500)

- Non-profit, tax-exempt organizations must be a registered 501(c)(3) non-profit
- Individual Artist Projects
- Project must be located on City owned property
- Applicants must show examples of previous work.

Helotes Arts will not consider requests for:

- For-profit entities not sponsored by a non-profit organization;
- Projects outside of the City of Helotes;
- Projects on private single-family residences/property;
- Multi-year commitments;
- Building projects, construction, or renovation;

FUNDING CRITERIA

The number of public art projects awarded funding is dependent on the funds available and the number of applicants submitting each year. Because of limited available funds it is rare to receive all of the requested public funding. Applicants/artists may be funded one time only between October 1, 2021 and September 30, 2022. (note: to achieve diversity in artists and styles, artists may only receive approval and/or funding once every two years.)

Matching Funds

Individual artist applicants are not required to provide a 1:1 match (cash, volunteer time and in-kind contributions: grant amount requested). Business/organization applicants are required to provide a 1:1 match with the amount of requested funding.

1. Funds will be awarded based on the Community Arts Grant Committee's evaluation of the eligible proposal using review criteria described below.
2. Eligible expenses may include artist fees, assistant fees, supplies and materials, rental equipment, liability insurance, space rental, transportation, installation costs and promotional materials related to a dedication event.
3. Items not eligible for funding through this program include operating costs for organizations; purchase of equipment; and administrative costs of sponsoring organization unrelated to the project.

REVIEW CRITERIA

- Concept, scale and execution:** original concept and excellence in execution; scale is appropriate to the building and wall on which it will be painted/attached (* we highly encourage applicants to use images and compositions that will bring innovation to our Community Arts Program collection.)
- Context, design:** creatively responds to site and neighborhood; demonstrates ethical use of references to specific cultural origins; design clearly depicts ideas expressed in project description
- Support:** written evidence of support from property owner, building and business owner(s), neighborhood association or adjacent neighbors.
- Feasibility:** ability to complete the proposed project, a realistic budget, agreement between property owner and artist regarding responsibility for wall preparation for painting, and use of acceptable graffiti/UV coating, as needed.
- For community partner projects:** images associated with concepts mean the same for artist and community (i.e., shared meaning beyond individual perspective and experience).

PROJECT BUDGET

As part of the application you must submit a budget and indicate donated time and materials and cash expenditures. Adding those two items together will equal your total project expenses.

How to Pay an Artist:

Artists may either ask for a flat fee or charge by the square foot (sf) which typically includes labor, supplies and materials. This artist fee is dependent on several factors:

1. Experience. An emerging artist and an established artist demand different fee structures
2. Scope of work. Consider the physical size of the project and/or special skills artist is employing (e.g., mosaic work)
3. Other demands. Activities like leading workshops or participating in community engagement events associated with project require additional time from the artist.

REQUIRED APPLICATION MATERIALS

- Letter of intention (required for the community-related projects)
- Completed on-line application. If there is trouble accessing a personal computer, please contact CAGC to use a computer to submit online application.
- Digital images:
 - One color image of proposed concept
 - One color image of the overall area the project will be located
 - Up to 6 images of past work from each artist contributing to the project design and an image list that includes location, budget, year completed, and description of artist's role (e.g., lead, collaborator, assistant) OR a link to websites/social media accounts that feature artworks
- Résumé or bio for each artist involved in the design of the project.
- If attaching panels to a wall, a materials list, drawing and attachment plan must be submitted.
- Letter from property owner that states commitment to sign the Art Easement Form.
- Letter(s) of support from community partners.

AFTER FUNDING APPROVAL

The following requirements apply to all applicants whose project is approved through this program:

1. If the approved project is located in neighborhood zoned as residential, the applicant will be required to notify nearby residents with plans/images of proposed project as provided by CAGC.
2. The applicant must have liability insurance for the duration of the project and provide a Certificate of Insurance at the time a contract is issued that lists the City of Helotes, the Helotes Economic Development Corporation and CAGC and their officers, agents and employees as additional insureds. Contact CAGC for available resources for insurance.
3. CAGC issues a Personal Services Contract outlining the terms of the project and the payment schedule. Once CAGC receives the signed agreement, processing of payments begins. The awarded amount of funding is typically divided into two or three payments. The final payment is made following receipt of the final report and documentation.
4. The project must begin within one year of being awarded funding. If the project is unable to meet that deadline, approval will be rescinded and another application must be submitted for approval.
5. As part of the contract, the artist agrees to waiver of any rights covered in the federal Visual Artist Rights Act that would interfere with the performance of all rights under the Art Easement agreement. For more information on VARA, go to HelotesEDC.com/public-arts-program
6. CAGC sends the Art Easement to the property owner with instructions.
7. Applicant notifies CAGC public art staff of completion of the project.
8. Applicant acknowledges CAGC support on the project and in all printed materials related to the project. CAGC will work with the artist to provide appropriate acknowledgement.
9. Applicant submits a final report within 45 days of completion of the project summarizing the completed project and detailing the use of Community Arts Grant funds. Copies of invoices, receipts and checks are required documentation for the final report.

APPLICATION FORM

Project Name	
Name of Organization	
Mailing Address	
Contact Name	
Contact Title	
Contact Email	
Contact Phone	

- CHECKLIST:**
- Completed Application
 - Project Budget
 - Current IRS letter identifying 501(c)3 status or evidence that the applicant is an agency/department of local government.
 - Board of Directors/Trustees Roster for current fiscal year.
 - Supplemental materials (letters of commitment from partner organizations, schools or promotional brochures, etc.)
 - Signed MOU or letter of agreement between applicant organization and fiscal agent (if applicable), specifying the fiscal responsibilities of both parties.

Project Information	
Total Project Cost:	
Grant Funds Requested:	
Project Date(s):	
Project Location:	
Brief Project Description: (limit to space provided below)	

Only an authorized representative of the organization may submit an application. The undersigned representative must be duly approved by the governing board to act on its behalf.

Name (typed/printed) _____

Title _____

Signature _____

Date _____

**** The above must be submitted by 11:59 pm local time on Friday, July 29th, 2022
(Applications received after this time will not be considered)**



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: December 15, 2021**

AGENDA PLACEMENT:

- PUBLIC HEARING
- RECOGNITION
- UNFINISHED BUSINESS
- CONSENT
- INDIVIDUAL
- CLOSED

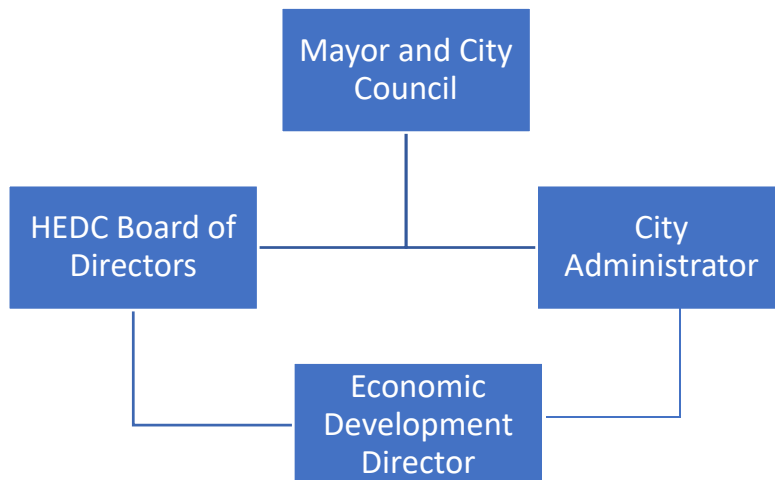
CAPTION:

Discussion of and direction on a Resolution of the City of Helotes Economic Development Corporation, amending the City of Helotes Economic Development Corporation (HEDC) Bylaws by revising Article Three Officers and Corporate Officials, adding a new Section 3.6 Ex Officio Representative of the Board and Section 3.7 Executive Director, removing the City Administrator as Executive Director.

Discussion of and direction on a Resolution of the City of Helotes Economic Development Corporation, amending the City of Helotes Economic Development Corporation Article of Incorporation Article Ten Board of Directors Section (d) removing the City Administrator as Executive Director.

EXECUTIVE SUMMARY:

During the Work Session on October 20, 2021 the HEDC Board discussed amending the HEDC Bylaws to remove the City Administrator from being the Executive Director and appoint the City Administrator as an Ex Officio member of the Board of Directors. Staff is proposing amending Section 3.6 and 3.6.1 of the bylaws to incorporate those changes.





Under this scenario, the City Council would appoint the EDC Board of Directors and the EDC Board of Directors would appoint the Economic Development Director with the approval of City Council. The Board of Directors, as a whole, would provide policy directives to the Executive Director who, in turn, would provide project / administrative to future EDS Staff members, and/or City Staff. The City Administrator would assist to oversee the job performance and evaluation of the Executive Director.

This format would shift the Chief Executive Officer role and his/her authority from the City Administrator/EDC Executive Director to a separate EDC Executive Director. All other duties of the EDC Executive Director would stay the same as currently listed in the bylaws.

ATTACHMENTS:

Attachment A: Draft EDC Bylaws Amendment 3

Attachment B: Draft HEDC Articles of Incorporation

PREPARED BY: Glenn Goolsby, Assistant Director and Marian Mendoza, Executive Director

AMENDMENT NO. 32

BYLAWS OF THE CITY OF HELOTES
ECONOMIC DEVELOPMENT CORPORATION

ARTICLE ONE
PURPOSE AND POWERS

Section 1.1 Purpose. The Corporation is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, as amended, the same to be accomplished on behalf of the City of Helotes, Texas (the *City*) as its duly constituted authority and instrumentality in accordance with the Development Corporation Act of 1979, as amended, Texas Revised Civil Statutes Annotated Article 5190.6 (the *Act*), and other applicable laws.

Section 1.2 Powers. In the fulfillment of its corporate purposes, the Corporation shall be governed by Section 4B of the Act and a special election held in the City on February 1, 2003 (the *Election*), and it shall have all the powers set forth and conferred in its Articles of Incorporation, as amended, in the Act, and in other applicable law, subject to the limitations prescribed therein and herein and to the provisions thereof and hereof.

ARTICLE TWO
BOARD OF DIRECTORS

Section 2.1 Powers, Number, and Terms of Office.

(a) The property and affairs of the Corporation shall be managed and controlled by a Board of Directors (the *Board*) which shall exercise all the powers of the Corporation. The Board shall perform its duties and obligations under the guidance and direction of the City Council of the City (the *Council*), acting through the Executive Director, and subject to the restrictions imposed by federal and state law, by the Articles of Incorporation, as amended, and by these Bylaws, as amended.

(b) The Board shall consist of seven (7) Directors designated Place 1 through Place 7, each of whom shall be appointed by the Council.

(c) Vacancies of the Board, term expirations, and replacements shall be filled by nominations of candidates submitted to Council from the Corporation. Any vacancy or replacement filled by Council shall be for the remainder of the term. For the purposes of Corporation's bylaws, the following definitions apply.

1. *Vacancy(ies)*. Vacancy(ies) are created when a Director(s) submit a written resignation or upon death of a Director.
2. *Term Expiration(s)*. Term Expiration(s) are created when a Director's appointment term reaches their respective end date.

3. *Replacement(s)*. Replacement(s) is/are needed when a Director is removed by Council.

(d) The Corporation and the City Secretary shall be responsible for public solicitation of candidates, candidate applications in-take, candidate interviews, and presentation of candidate(s) to Council. The City Secretary is the designated official for accepting the Corporation's board member applications.

(e) The Corporation may provide up to two nominees for each vacancy, term expiration, or replacement. The Corporation may submit a letter(s) of recommendation within sixty (60) calendar days, prior to the Term Expiration of any Director.

(f) Candidate nominations are required to be placed on a Council Agenda within thirty (30) calendar days of the Council's action(s) creating such vacancy, or thirty (30) calendar days prior to the Director's term expiration.

(g) The Directors constituting the first Board shall be those Directors named in the Articles of Incorporation. Successor Directors shall have the qualifications and be appointed to the terms set forth in the Articles of Incorporation, as amended.

(h) Any Director may be removed from office by the Council at will.

Section 2.2 Meetings of Directors.

(a) The Directors shall hold their meetings, as specified in Article Nine *Address* of the Corporation's Articles of Incorporation, as amended. Regular meetings of the Board shall be held the third (3rd) Wednesday of each month at 7 p.m. C.S.T. Special meetings of the Board shall be held whenever called by the President, by the Executive Director, by a majority of the Directors, by the Mayor of the City, or by a majority of the Council.

(b) Corporation Staff, on behalf of the Secretary, shall give notice to each Director of each meeting in person or by mail, telephone, or email at least seventy-two (72) hours before the meeting. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a meeting. At any meeting at which a quorum of Directors shall be present, any matter pertaining to the purpose of the Corporation may be considered and acted upon consistent with applicable law.

(c) Attendance at Corporation meetings by members of the Board of Directors is critical for the Board to operate effectively and to be sure the requirements for a quorum can be met so that business can be conducted.

If a Director fails, for any reason, to attend more than three (3) regular meetings within any fiscal year period, that Director shall automatically be considered for replacement. The Executive Director shall inform the City Secretary of the situation, and the City Secretary shall place the item on the subsequent City Council agenda for action. A meeting cancelled for lack of a quorum is considered a meeting for purposes of recording attendance. Due to quorum

requirements, when an absence is anticipated, the Director shall notify the Executive Director in advance, and the absence shall be counted against the Director's attendance record.

Section 2.3 Open Meetings Act. All meetings and deliberations of the Board shall be called, convened, held, and conducted, and notice shall be given to the public, in accordance with the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code.

Section 2.4 Quorum. A majority of the entire membership of the Board shall constitute a quorum to conduct official business of the Corporation. The act of a majority of the Directors present at a meeting at which a quorum is in attendance shall constitute an official act of the Board and of the Corporation, unless the act of a greater number is required by law.

Section 2.5 Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with Roberts Rules of Order, latest edition, and rules of procedure, as from time to time prescribed by the Board.

(b) At all meetings of the Board, the President shall preside. In the absence of the President, the Vice President shall preside. In the absence of the Vice President, the Secretary shall preside.

(c) The Presiding Officer shall not be a voting member of the Board, unless his/her vote is required to break a tie. The Presiding Officer shall not make a motion or second a motion made by another Director for any agenda item.

(d) The Secretary of the Corporation, acting through Corporation Staff, shall act as the secretary of all meetings of the Board. In the absence of the Secretary, the Presiding Officer may appoint any person to act as the secretary of the meeting.

Section 2.6 Committees of the Board.

The Board may designate three (3) or more Directors to constitute an ad hoc committee of the Board to exercise such authority, as approved by resolution of the Board. It is provided, however, that all final, official actions of the Corporation may be exercised only by a majority vote of the Board. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the principal office of the Corporation, and any such meetings must be conducted in accordance with the provisions of the Texas Open Meetings Act, as amended, Chapter 551, Texas Government Code, if applicable.

Section 2.7 Compensation of Directors. Directors shall not receive any salary or compensation for their services as Directors. However, Directors shall be reimbursed for their actual expenses incurred in the performance of their official duties as Directors.

**ARTICLE THREE
OFFICERS AND CORPORATE OFFICIALS**

Section 3.1 Titles and Terms of Office.

(a) The officers of the Corporation shall be a President, Vice President, and Secretary. The President, Vice President, and Secretary shall be named from among the members of the Board. No person may hold more than one office. Initial officers shall serve the terms disclosed in the Articles of Incorporation. Thereafter, terms of office shall be for one (1) year with the terms of office expiring on September 30 of each year. Upon the expiration of the terms, each officer shall have the right to be reappointed or reelected by a majority vote of the Board of Directors.

(b) All officers shall be subject to removal from office at any time by a vote of a majority of the Council or Board of Directors.

(c) A vacancy in the office of any officer shall be filled by a majority vote of the Board of Directors.

Section 3.2 Powers and Duties of the President. The President shall have such powers and duties as may be prescribed by the Board and shall be the Presiding Officer over the meetings of the Corporation.

Section 3.3 Vice President. The Vice President shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the President during that officer's absence or inability to act. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 3.4 Treasurer. The City Treasurer shall be a Corporate Official and shall be responsible for coordinating all of the financial matters of the Corporation, including arranging for and oversight of the annual audit. The Treasurer may be an employee or independent contractor of the City. To the extent that the Treasurer is an employee or independent contractor of the City, he/she shall not be a member of the Board.

Section 3.5 Secretary. The Secretary, acting through Corporation Staff, may keep the minutes of all meetings of the Board and books provided for that purpose; may give and serve all notices; shall sign with the Executive Director in the name of the Corporation and/or attest the signature thereto all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments of the Corporation; may have charge of the corporate books, records, documents, and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to public inspection upon application at the principal office of the Corporation during business hours; and may, in general, perform all duties incident to the office of the Secretary and subject to the control of the Board, all as required by law.

Section 3.6 Ex Officio Representative of the Board. The City Administrator shall

serve as an ex officio representative of the Board and shall have the right to take part in any discussion of the Board, or committees thereof, including attendance of executive sessions, but shall not have the power to vote in any meetings.

Section 3.66.1- Executive Director. ~~The City Administrator, or his/her designee, The Board of Directors may employ an Executive Director, who~~ shall be a Corporate Official ~~and shall serve as the Executive Director of the Corporation~~ and receive policy direction, as established by a majority vote of the Board of Directors. -The President shall be the point of contact between the Executive Director and the Board of Directors regarding official Corporate business. —The Executive Director is the Chief Executive Officer of the Corporation and, subject to the authority of the Board of Directors and Council, the Executive Director is in general charge of the affairs of the Corporation, including the execution of contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes, and other instruments in the name of the Corporation. -The Executive Director, subject to the Corporation’s annual budget approved by the Board of Directors and Council, shall exercise direct supervision, including hiring and firing authority, over subordinate Corporation staff. The Executive Director shall compile and submit to the Board of Directors and City Council regular reports and recommendations regarding the programs, policies, and business affairs of the Corporation. The Executive Director shall retain legal counsel and financial advisors for the Corporation, subject to the approval of the majority of the Board. The Executive Director shall not be a member of the Board, and, unless excused by the President, the Executive Director shall attend all meetings of the Board of Directors. A majority vote of the Board of Directors may appeal an action taken by the Executive Director to the City Council, who shall have the authority to sustain, modify, or reverse said action by the Executive Director.

Section 3.7 Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their duties as officers.

Section 3.8 Conflict of Interest. In the event that a Director is aware that he or she has a conflict of interest or potential conflict of interest, as defined by State Law and/or Chapter Two *Administration*, Article IV. *Ethics* of the City Code of Ordinances, with regard to any particular matter or vote before the Board, the Director shall bring the same to the attention of the Board and shall abstain from discussion and voting thereof. If any Director believes that any other Director may have a conflict of interest on a matter before the Board, he/she is obligated to inform the Director of that opinion. It is then the responsibility of the Director with the possible conflict to resolve the situation. Any questions of possible ethics violations shall be referred to the Corporation’s legal counsel.

ARTICLE FOUR FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 4.1 City of Helotes Economic Development Corporation Plan.

(a) It shall the duty and obligation of the Board to finance and implement the City of Helotes Economic Development Corporation Plan, subject to approval or disapproval by Council.

(b) In carrying out its obligations under subsection (a), the Corporation shall be authorized to exercise all rights and powers granted under the Act, including, but not limited to Section 4B.

(c) The Board shall submit reports to the Council as to the status of its activities in carrying out its obligations under this Section. Reports shall be submitted, at a minimum, on a quarterly fiscal year basis.

(d) Any and all agreements with a cumulative value at or above Ten Thousand Dollars (\$10,000.00) made between the Corporation and other parties shall be individually approved by the City Council, and any and all agreements made between the Corporation and other parties shall be authorized, executed, approved, and delivered in accordance with applicable law.

(e) An administrative services contract may be executed annually as a part of the budget process between the Corporation and the City for the services provided by the Executive Director, Treasurer, City Attorney, and other City services / functions. Subject to the authority of the City Administrator, the Corporation may have the right to utilize City services, employees, and, if applicable, independent contractors provided (i) that the City Administrator approves the utilization of such services; (ii) that the Corporation may pay, as stipulated within the administrative services contract and approved by the City Administrator, reasonable compensation to the City for such services; and (iii) the performance of such services does not materially interfere or conflict with the other duties of such personnel of the City. Utilization of the aforesaid City services, employees, and independent contractors may be solely by an administrative services contract approved by the City Council.

Section 4.2 Annual Corporate Budget. Prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues from sources set out in Section 4.5 of this Article and proposed expenditures for the next ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the Council. The budget shall not be effective until the same has been approved by the Council.

Section 4.3 Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, complete books, records, accounts, and financial statements pertaining to its corporate funds, activities, and affairs.

(b) At the direction of Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the Corporation by the City Treasurer.

(c) The Corporation shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by the same outside, independent auditing and accounting firm selected by the Council for the City. Such audit shall be at the expense of the Corporation.

Section 4.4 Deposit and Investment of Corporation Funds.

(a) All proceeds from loans or from the issuance of bonds, notes, or other debt instruments (the *Obligations*) issued by the Corporation shall be deposited and invested as provided in the

resolution, order, indenture, or other documents authorizing or relating to their execution or issuance.

(b) Subject to the requirements of contracts, loan agreements, indentures or other agreements securing Obligations, all other money of the Corporation, if any, shall be deposited, secured, and/or invested in the manner provided by the Corporation's Investment Policy for the deposit, security, and/or investment of the public funds. The Board, with Council approval, shall designate the accounts and depositories to be created and designated for such purposes, and it shall designate the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation upon the signature of its Investment Officer(s) and such other persons as the Board designates, all in accordance with the Corporation's Investment Policy. The accounts, reconciliation, and investment of such funds and accounts shall be performed by the Corporation's Investment Officer(s).

Section 4.5 Expenditure of Corporate Money. The sales and use taxes collected pursuant to Section 4B of the Act, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, revenues generated by any Projects, as defined in Section 4B of the Act, proceeds derived from the sale of Obligations, or any other source of revenues that are payable to the Corporation may be expended by the Corporation for any purposes authorized by the Act and the Election, subject to the following limitations:

(a) Expenditures that may be made from a fund created with the proceeds of Obligations and expenditures of money derived from sources other than the proceeds of Obligations may be used for the purpose of financing or otherwise providing for one or more Projects, as defined in Section 4B of the Act, and in accordance with the Election;

(b) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 4.2 or in contracts meeting the requirements of Section 4.1 (d) and (e) of this Article.

Section 4.6 Issuance of Obligations. No Obligations, including refunding obligations, shall be authorized, sold, and/or delivered by the Corporation unless the Council approves such Obligations by action taken prior to the date of the initial delivery of the Obligations to the initial purchasers thereof.

ARTICLE FIVE MISCELLANEOUS PROVISIONS

Section 5.1 Principle Office.

(a) The principal office and the registered agent of the Corporation shall be the principal office and registered agent specified in the Articles of Incorporation, as amended.

(b) The Corporation shall have and shall continually designate a registered agent at its office, as required by the Act.

Section 5.2 Fiscal Year. The fiscal year of the Corporation shall be the same as the fiscal year of the City.

Section 5.3 Seal. The seal of the Corporation shall be as follows:



Section 5.4 Resignations. Any Director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time is specified, at the time of its receipt by the President or Secretary. The acceptance of resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5.5 Approval or Advice and Consent of the Council. To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the Council, such advice and consent shall be evidenced by a certified copy of a resolution, ordinance, or motion duly adopted by the Council.

Section 5.6 Services of City Staff and Officers. The Corporation may utilize the services and staff employees of the City in accordance with an administrative services contract and Section 4.1 hereof. All requests for staff time or inquiries of staff will be requested through the City Administrator's Office and approved by the Mayor.

Section 5.7 Indemnification of Directors, Officers, and Employees.

(a) As provided in the Act, the Corporation is, for the purposes of the Texas Tort Claims Act (Subchapter A, Chapter 101, Texas Civil Practices and Remedies Code), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify each and every member of the Board, its officers, its employees, each member of the Council, and each employee of the City, to the fullest extent permitted by law, against any and all liability or expense, including attorney's fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the sanctions and activities of the Corporation. The legal counsel for the Corporation is authorized to provide a defense for each and every member of the Board, its officers, its employees, each member of the Council, and each employee of the City.

**ARTICLE SIX
EFFECTIVE DATE, AMENDMENTS**

Section 6.1 Effective Date. These Bylaws shall become effective upon the approval of these Bylaws by the Council.

Section 6.2 Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation, as amended, of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation, as amended, and the Act.

DRAFT

RESTATED AND AMENDED
ARTICLES OF INCORPORATION

OF THE

CITY OF HELOTES
ECONOMIC DEVELOPMENT CORPORATION

THE STATE OF TEXAS	§
	§
COUNTY OF BEXAR	§
	§
CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION	§

WE, THE UNDERSIGNED natural persons, not less than three in number, each of whom is at least 18 years of age and a qualified elector of the City of Helotes, Texas, a duly established Type A General Law Municipality under the Texas Constitution and the laws of the State of Texas, acting as incorporators of a public instrumentality and Non-profit Development Corporation (the *Corporation*) under the Development Corporation Act of 1979, as amended, with the approval of the City Council (the *Council*) of the City of Helotes, Texas (the *City*), as evidenced by the Resolution attached as Attachment A and made a part of these Articles for all purposes, do hereby adopt the following Restated and Amended Articles of Incorporation for the Corporation:

ARTICLE ONE
NAME

The name of the Corporation is the City of Helotes Economic Development Corporation.

ARTICLE TWO
AUTHORIZATION

The Corporation is a Non-profit Corporation and is an Industrial Development Corporation under the Development Corporation Act of 1979, Texas Revised Civil Statutes Annotated Article 5190.6, as amended (the *Act*), and it shall be governed by Section 4B of said Act, as now existing or as may be amended, and as approved at a special election held in the City on February 1, 2003.

ARTICLE THREE
DURATION

Subject to the provisions of Article Fourteen hereof, the period of duration of the Corporation is perpetual.

ARTICLE FOUR PURPOSE AND LIMITATIONS

(a) The Corporation is organized exclusively for the purpose of benefitting and accomplishing the public purposes of, and to act on behalf of, the City, and the specific purposes for which the Corporation is organized. The Corporation may issue bonds, notes, and other forms of debt instruments, and it may acquire, maintain, lease, and sell property, and interests therein, on behalf of the City, as authorized by Section 4B of the Act, to promote economic development within the City and the State of Texas in order to eliminate unemployment and underemployment and to promote and encourage employment and the public welfare of, for, and on behalf of the City. The Corporation may finance and undertake any such project, subject to the regulations and limitations set forth in Section 4B of the Act and a special election held in the City on February 1, 2003. The Corporation is authorized to issue bonds, as permitted by the Act; provided, however, no bonds may be issued by the Corporation and no project may be financed with bond proceeds or other revenues of the Corporation unless such bonds or projects are first approved by the Council. The Corporation is a constituted authority and a public instrumentality within the meaning of the Act, the regulations of the United States Treasury Department, and the rulings of the Internal Revenue Service, prescribed and promulgated pursuant to Sections 103 and 141 of the Internal Revenue Code of 1986, as amended, and the Corporation is authorized to act on behalf of the City, as provided in the Act and these Articles of Incorporation.

(b) In the fulfillment of its corporate purpose, the Corporation shall have and may exercise the powers described in paragraph (a) of this Article, together with all of the other powers granted to the corporations that are incorporated under the Act and that are governed by Section 4B thereof, and, to the extent not in conflict with the Act, the Corporation shall additionally have and may exercise all of the rights, powers, privileges, authorities, and functions given by the general laws of the State of Texas to non-profit corporations under the Texas Non-Profit Corporation Act, as amended, Texas Revised Civil Statutes Annotated Article 1396-101, et seq.

(c) The Corporation shall have the purposes and powers permitted by the Act, pursuant to the authority granted in Article III, Section 52-a of the Texas Constitution, but the Corporation does not have and shall not exercise the powers of sovereignty of the City, including the power to tax, except for the power to receive and use the sales and use taxes specified in Section 4B of the Act, and the police power, except that the Corporation shall have and may exercise the power of eminent domain when the exercise thereof is approved by the Council and to the extent allowed by the City Charter, if applicable, and State Law. For the purposes of the Texas Tort Claims Act, as amended under Subchapter A, Chapter 101, Texas Civil Practice and Remedies Code, the Corporation is a governmental unit and its actions are governmental functions.

(d) No bonds, notes, other debt instruments, other obligations, contracts, or agreements of the Corporation are or shall ever be deemed to be or constitute the contracts, agreements, bonds, notes, other debt instruments, other obligations, the lending of credit, or a grant of the public money or things of value, of, belonging to, or by the State of Texas, the City, or any other political corporation, subdivision, or agency of the State of Texas, or a pledge of the faith and credit of any of them. Any and all of such contracts, agreements, bonds, notes, other debt instruments, other obligations, contracts, and agreements shall be payable solely and exclusively from the revenues and funds received by the Corporation from the sources authorized by Section 4B of the Act and

from such other sources as may be otherwise lawfully available and belonging to the Corporation from time to time.

ARTICLE FIVE FINANCING

(a) Before the consummation of the initial delivery of any bonds, notes, or other forms of debt instruments, the Corporation shall obtain approval by the Council.

(b) In the exercise of the powers of the Corporation, the Corporation may enter into loan, lease, trust, or other agreements, as authorized by the Act, that are necessary and appropriate to the fulfillment of the public purpose of the Corporation, all of which agreements, the specific uses, and the methods of withdrawal and expenditure of the proceeds of the bonds, notes, or other debt instruments must be included as a part of the approval process of the Council required by paragraph (a) above.

(c) In the exercise of the powers of the Corporation, the Corporation may not enter into any loan, lease, trust, or other agreement the effect of which would grant, convey, transfer, mortgage, encumber, pledge, or assign a security interest or any other interest in any property owned by the City. Any agreement entered into by the Corporation shall contain language substantially to the effect that any grant, conveyance, transfer, mortgage, encumbrance, pledge, or assignment of property owned by the City is prohibited.

ARTICLE SIX MEMBERS

The Corporation has no members and is a non-stock corporation.

ARTICLE SEVEN SALES TAX

Upon receipt from the City of the proceeds of the sales and use tax imposed under Section 4B of the Act, the Corporation may use the proceeds as permitted by the Act, as now existing or as may be amended, and these Articles of Incorporation.

ARTICLE EIGHT AMENDMENT

The Articles of Incorporation and Bylaws may be amended at any time, as provided in the Act, to make any changes and add any provisions which might have been included or not included in the documents in the first instance or as may be permitted by subsequent changes in the law. Any amendment may be accomplished in either of the following manners:

(a) The members of the Board of Directors of the Corporation shall file with the Council a written application requesting approval of the amendments to the Articles of Incorporation and/or Bylaws, specifying in such application the amendments proposed to be made. The Council shall consider such application and, if it shall by resolution, duly find and determine that it is advisable

that the proposed amendments be made, it shall approve the form of the proposed amendments. The Board of Directors of the Corporation may then amend the Articles of Incorporation and/or Bylaws by adopting such amendments at a meeting of the Board of Directors and delivering such amendments to the Secretary of State; or

(b) The Council may, at its sole discretion and at any time, amend the Articles of Incorporation and/or Bylaws and alter or change the structure, organization, programs, activities of the Corporation, or terminate or dissolve the Corporation, subject to the provisions of the Act and subject to any limitation provided by applicable constitutions and laws of the impairment of contracts entered into by the Corporation, by resolution adopting the amendment to the Articles of Incorporation, Bylaws, and/or Articles of Dissolution at a meeting of the Council and delivering such amendments to the Secretary of State, as provided in the Act. Restated Articles of Incorporation and/or Bylaws may be filed with the Secretary of State, as provided in the Act, without the consent of the Council.

ARTICLE NINE ADDRESS

The street address of the registered office of the Corporation is 12951 Bandera Road, Helotes, Texas 78023, and the registered agent at that address is Rick Schroder, City Administrator. The mailing address for the Corporation is Post Office Box 507, Helotes, Texas 78023.

From time to time and with Council approval, the Board of Directors and/or City Council may elect to move the Corporation's principal office to other commercially-available office space within the corporate City limits or change its mailing address.

Regular and special meetings of the Corporation's Board of Directors shall take place at City Hall, 12951 Bandera Road, Helotes, Texas 78023. Workshops requiring site visits may take place at other locations, as directed by the Corporation's President or the Executive Director.

ARTICLE TEN BOARD OF DIRECTORS

(a) The affairs of the Corporation shall be managed by a Board of Directors, which shall be composed of seven persons appointed by the Council. The terms of the initial Board of Directors shall be as follows:

Three (3) of the Directors shall be appointed to terms expiring September 30, 2003 and four (4) of the Directors shall be appointed to terms expiring September 30, 2004. Thereafter, the terms of Directors shall be two (2) years, expiring on September 30 of odd numbered and even numbered years, respectively.

Each Director must be a registered voter in and a resident of Bexar County, Texas, with preference given to residents of the City of Helotes, its Extraterritorial Jurisdiction, and/or Northwest Bexar County; however, at least five (5) Directors must be residents of the City of Helotes or current business owners within the City of Helotes. A Director shall not be a City Official, City Staff Member, and/or a City Council Member. A majority of the entire membership

of the Board, including any vacancies, is a quorum. The Board shall conduct all meetings in accordance with Articles Nine, Ten, and Eleven of these Articles.

If a Director fails, for any reason, to attend more than three (3) regular meetings within any fiscal year period, that member shall automatically be considered for replacement. The Executive Director shall inform the City Secretary of the situation, and the City Secretary shall place the item on the subsequent City Council agenda for action. A meeting cancelled for lack of a quorum is considered a meeting for purposes of recording attendance. Due to quorum requirements, when an absence is anticipated, the Director shall notify the Executive Director in advance, and the absence shall be counted against the Director's attendance record.

(b) The names and street addresses of the persons who served as the initial Directors and the dates of expiration of their initial terms as Directors, are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>EXPIRATION OF TERM</u>
James McKinney, Place 1	12951 Bandera Road Helotes, Texas 78023	September 30, 2005
Lad Herold, Place 2	12951 Bandera Road Helotes, Texas 78023	September 30, 2004
Bill Wheeler, Place 3	12951 Bandera Road Helotes, Texas 78023	September 30, 2005
Fred Burns, Place 4	12951 Bandera Road Helotes, Texas 78023	September 30, 2004
Ardith Garner, Place 5	12951 Bandera Road Helotes, Texas 78023	September 30, 2005
Gene Skillrud, Place 6	12951 Bandera Road Helotes, Texas 78023	September 30, 2004
Kenneth E. Willmann, Place 7	12951 Bandera Road Helotes, Texas 78023	September 30, 2005

Each Director, including the initial Directors, shall be eligible for reappointment. Each Director shall serve until a successor is appointed. Directors are removable by the Council at any time with or without cause.

(c) The Directors shall serve without compensation, but they shall be reimbursed for their actual expenses incurred in the performance of their duties as Directors. Any vacancy occurring on the Board of Directors, by reason of death, resignation, or otherwise, shall be filled by appointment by the Council of a person who shall hold office until the expiration of the term.

(d) The Board of Directors shall elect a President, Vice president, Secretary and any other officers that the Corporation considers necessary to serve as executive officers of the Corporation, as more specifically provided in the Corporation's Bylaws. The term of each officer's office shall expire on September 30 of each year. The ~~City Administrator, or his/her designee~~ Executive Director of the Corporation ~~who~~ shall be appointed reviewed by the Board of Directors and approved by the City Council, ~~shall serve as the Executive Director of the Corporation, but the Executive Director but~~ shall not be a member of the Board of Directors.

(e) Meetings of the Board of Directors are subject to the Texas Open Meetings Act, as

amended, Texas Government Code, Chapter 551, and the Corporation is subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

**ARTICLE ELEVEN
BYLAWS**

The initial Bylaws of the Corporation have been approved by the Council and shall be adopted by the Corporation's Board of Directors and shall, together with these Articles of Incorporation, govern the initial affairs of the Corporation until and unless amended in accordance with the provisions of the Act and these Articles of Incorporation.

**ARTICLE TWELVE
INCORPORATORS**

The name and street address of each incorporator are:

1. Fritz Bohne 12951 Bandera Road, Helotes, Texas 78023
2. Eva Juarez 12951 Bandera Road, Helotes, Texas 78023
3. Morton Ault 12951 Bandera Road, Helotes, Texas 78023

Each incorporator was a qualified elector of the City at the time of original incorporation.

**ARTICLE THIRTEEN
COUNCIL APPROVAL**

The City has specifically authorized the Corporation by Ordinance to act on its behalf to further the public purposes stated in said Ordinance and these Articles of Incorporation, and the City has by said Resolution, dated June 25, 2015, approved these Restated and Amended Articles of Incorporation. A copy of such Resolution is on file among the permanent public records of the City and the Corporation.

**ARTICLE FOURTEEN
DISSOLUTION**

(a) The Corporation shall not be dissolved, and its business shall not be terminated, by act of the Council or otherwise so long as the Corporation shall be obligated to pay any bonds, notes, or other obligations and unless the collection of the sales and use tax authorized by Section 4B of the Act is eligible for termination in accordance with the provisions of Section 4B(i) of the Act.

(b) No action shall be taken, pursuant to paragraph (a) of this Article or pursuant to paragraph (b) of Article Sixteen of these Articles, in any manner or at any time that would impair any contract, lease, right, or other obligation theretofore executed, granted, or incurred by the Corporation.

**ARTICLE FIFTEEN
NOT A PRIVATE FOUNDATION**

If the Corporation is ever determined to be a private foundation within the meaning of Section 509(a) of the Internal Revenue Code of 1986, as amended (the *Code*), the Corporation:

- (a) Shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Code;
- (b) Shall not engage in any act of self-dealing, as defined in Section 4941(d) of the Code;
- (c) Shall not retain any excess business holdings, as defined in Section 4943 (c) of the Code;
- (d) Shall not make any investments in such manner as to subject it to tax under Section 4944 of the Code; and
- (e) Shall not make any taxable expenditures, as defined in Section 4945(d) of the Code.

**ARTICLE SIXTEEN
MISCELLANEOUS**

(a) No dividends shall ever be paid by the Corporation and no part of its net earnings remaining after payment of its expenses and other obligations shall be distributed to or inure to be benefit of its Directors or Officers, or any individual, private firm, or private corporation or association, except in reasonable amounts for services rendered.

(b) If, after the close of any fiscal year, the Board of Directors shall determine that sufficient provision has been made for the full payment of all current expenses, together with all amounts payable on the contracts, agreements, bonds, notes, and other obligations of the Corporation, and that all of the terms, provisions, and covenants therein have been met, then any net earnings derived from sources other than the sales and use taxes collected for the account of the Corporation, pursuant to Section 4B of the Act, thereafter accruing in connection with projects financed, pursuant to Section 4B of the Act, and lease payments received in connection with projects financed, pursuant to Section 4B of the Act, shall be used solely for the purposes permitted by Section 4B of the Act and Article 4(a) of these Articles.

(c) If the Corporation ever should be dissolved when it has, or is entitled to, any interest in any funds or property of any kind, real, personal, or mixed, such funds or property or rights thereto shall not be transferred to private ownership, but shall be transferred and delivered to the City after satisfaction of debts and claims.

(d) No part of the Corporation's activities shall consist of the carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in any political campaign for or in opposition to any candidate for public office.