



## REGULAR MEETING AGENDA

The City of Helotes Economic Development Corporation (EDC) Board of Directors will meet for a Regular Meeting on Wednesday, March 16, 2022 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 February 16, 2022. (Staff)
4. Approval of the EDC Fiscal Year Ending (FYE) 2022 Revenue and Expense Report dated March 10, 2022. (Staff)

### **ITEMS FOR INDIVIDUAL CONSIDERATION:**

5. Discussion of and action on the Fiscal Year Ending (FYE) 2021 Comprehensive Annual Financial Report (CAFR) for the City of Helotes Economic Development Corporation. (Armstrong, Vaughan, & Associates, P.C., City Auditor) Audit.
6. Discussion of and action on a request by Greenwing Wealth Management LLC. to approve an application to participate in the Retailer and Commercial Tenant Improvement Grant. (Staff)

**CLOSED SESSION:**

7. Closed session pursuant to Section § 551.074 *Personal Matters* of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
  - § 551.074 *Personnel Matters* - Discuss selection of and reassignment of duties for an Interim Executive Director for the Economic Development Corporation

***Adjourn into Open Session***

**ITEMS FOR INDIVIDUAL CONSIDERATION:**

8. RECONVENE INTO OPEN SESSION FOR POSSIBLE ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION.
  - Discussion of and action on appointing an Interim Executive Director for Economic Development Corporation. (President)

***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.

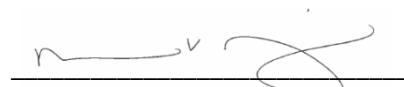
A quorum of the City Council and/or other City Boards, Committees, or Commissions may be present at this meeting. The City Council and/or other City Boards, Committees, or Commissions may not take action regarding public business or policy.

I certify that this Agenda was posted on March 11, 2022 at 5:00 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, February 16, 2022 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:* Blaine Lopez, President                      John Kodosky, Vice-President  
Melody Cooper, Secretary                      Greg Hayden  
Melissa Benavides                      Joel Lutz  
Jeff Felty

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

***Absent:***

**1. Call to Order.**

President Lopez called the meeting to order at 7:02 p.m.

**OPEN SESSION:**

**2. 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. 3 – 4):**

All items marked with an asterisk (\*) on the consent agenda were voted on as a group. Motion was made by Melody Cooper, second by Mellissa Benavides to approve Items 3 and 4 as written. Motion carried unanimously.

**3. \*Approval of the minutes of the Regular Meeting dated January 19, 2022. (Staff)**

**4. \*Approval of the EDC Fiscal Year Ending (FYE) 2022 Revenue and Expense Report dated February 11, 2022. (Staff)**

**ITEMS FOR INDIVIDUAL CONSIDERATION:**

**5. Discussion of and direction on creating a billboard marketing campaign. (Staff)**

Glenn Goolsby reviewed prior marketing campaigns and stated that he had received some inquiries from business owners asking if the HEDC would consider another billboard co-op advertising campaign. General consensus was to coordinate with the Helotes Chamber and develop a comprehensive marketing campaign that would highlight special events and destinations in Helotes. Staff will gather more information and present at a future HEDC meeting.

President Lopez, after reading the following section, adjourned into closed session at 7:22 p.m.

**CLOSED SESSION:**

**6. Closed Session in accordance with Texas Government Code § 551.072 *Deliberation Regarding Real Property* and § 551.074 *Personnel Matters*. 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.**
- **§ 551.074 *Personnel Matters* – To discuss the qualifications of candidate for the position of Executive Director.**

President Lopez reconvened the meeting at 8:23 p.m. and announced that no action had been taken during the closed session.

**ITEMS FOR INDIVIDUAL CONSIDERATION:**

**7. Discussion of and action 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)**

Motion was made by Jeff Felty, second by Joel Lutz to discuss and take action on Item 7 as presented in Executive Session. Motion carried unanimously.

**8. Discussion of and action 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 language appointing the City Administrator as Executive Director. (Staff)**

Motion was made by John Kodosky, second by Melody Cooper to discuss and take action on Item 8 as presented in Executive Session. Motion carried Unanimously.

**Adjourn the regular meeting of the EDC Board of Directors.**

President Lopez adjourned the meeting at 8:25 p.m.

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Marian Mendoza Executive Director

CITY OF HELOTES  
 REVENUE & EXPENSE REPORT - UNAUDITED  
 AS OF: MARCH 10TH, 2022

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	1,090,350.00	350.00	475,850.58	614,499.42	43.64
MISCELLANEOUS REVENUE	<u>186,000.00</u>	<u>0.00</u>	<u>437.20</u>	<u>185,562.80</u>	<u>0.24</u>
TOTAL REVENUES	1,276,350.00	350.00	476,287.78	800,062.22	37.32
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	<u>1,227,626.08</u>	<u>3,423.78</u>	<u>793,692.22</u>	<u>433,933.86</u>	<u>64.65</u>
TOTAL EXPENDITURES	1,227,626.08	3,423.78	793,692.22	433,933.86	64.65
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	48,723.92	( 3,073.78)	( 317,404.44)	366,128.36	651.43-

CITY OF HELOTES  
 REVENUE & EXPENSE REPORT - UNAUDITED  
 AS OF: MARCH 10TH, 2022

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	1,079,650.00	0.00	469,444.32	610,205.68	43.48
401-3150 MIXED BEVERAGE	6,500.00	0.00	4,306.26	2,193.74	66.25
401-3160 SUBLEASE HELOTES CHAMBER	<u>4,200.00</u>	<u>350.00</u>	<u>2,100.00</u>	<u>2,100.00</u>	<u>50.00</u>
TOTAL NON-PROPERTY TAXES	1,090,350.00	350.00	475,850.58	614,499.42	43.64
<u>MISCELLANEOUS REVENUE</u>					
406-1010 INTEREST	5,000.00	0.00	437.20	4,562.80	8.74
406-1060 TRANSFERS IN/OUT	<u>181,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>181,000.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS REVENUE	186,000.00	0.00	437.20	185,562.80	0.24
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TOTAL REVENUES	1,276,350.00	350.00	476,287.78	800,062.22	37.32
	=====	=====	=====	=====	=====

CITY OF HELOTES  
REVENUE & EXPENSE REPORT - UNAUDITED  
AS OF: MARCH 10TH, 2022

05 -ECONOMIC DEVELOPMENT CORP  
ADMINISTRATION  
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>					
510-5101 SALARIES	75,074.08	2,887.46	34,579.10	40,494.98	46.06
510-5111 LONGEVITY	1,560.00	0.00	1,460.00	100.00	93.59
510-5113 BENEFITS	<u>19,360.00</u>	<u>470.05</u>	<u>7,957.58</u>	<u>11,402.42</u>	<u>41.10</u>
TOTAL PERSONNEL	95,994.08	3,357.51	43,996.68	51,997.40	45.83
<u>CONTRACTUAL SERVICES</u>					
510-5201 MEMBERSHIPS, DUES & LICENSES	16,000.00	0.00	11,200.00	4,800.00	70.00
510-5202 AUDIT FEES	3,500.00	0.00	1,750.00	1,750.00	50.00
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	5,000.00	0.00	1,332.80	3,667.20	26.66
510-5207 FACADE/TENANT IMPROVEMENT	150,000.00	0.00	0.00	150,000.00	0.00
510-5208 CONC. DESIGN & LAND USE PLANS	30,000.00	0.00	0.00	30,000.00	0.00
510-5210 WORKSHOPS & PROMOTIONS	3,000.00	0.00	100.00	2,900.00	3.33
510-5211 MARKETING / TOURISM	75,000.00	0.00	26,144.45	48,855.55	34.86
510-5212 WEBSITE DEV. & MAINTENANCE	5,000.00	0.00	2,500.00	2,500.00	50.00
510-5214 MANAGED SVCS. AGREEMENT	36,000.00	0.00	36,000.00	0.00	100.00
510-5215 DEBT SERVICE	322,112.00	0.00	322,112.00	0.00	100.00
510-5217 LAND ACQUISITION/DUE DILIGENCE	285,000.00	0.00	285,000.00	0.00	100.00
510-5223 BUSINESS IMPROVEMENT GRANTS	80,000.00	0.00	0.00	80,000.00	0.00
510-5224 OFFICE RENTAL	13,200.00	0.00	5,300.00	7,900.00	40.15
510-5225 OTHSD PARKING LOT LEASE	6,120.00	0.00	2,351.95	3,768.05	38.43
510-5230 MARKETING/CITY EVENTS	50,000.00	0.00	50,000.00	0.00	100.00
510-5231 CAPITAL IMPROVEMENTS	<u>25,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>25,000.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	1,112,082.00	0.00	744,039.23	368,042.77	66.91
<u>COMMODITIES</u>					
510-5301 OFFICE SUPPLIES	3,000.00	0.00	0.00	3,000.00	0.00
510-5302 OPERATIONAL EXPENSES	15,000.00	0.00	5,363.55	9,636.45	35.76
510-5305 COMMUNICATION EQUIPMENT	1,300.00	66.27	292.76	1,007.24	22.52
510-5326 EXPENSE REIMBURSEMENT	<u>250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>	<u>0.00</u>
TOTAL COMMODITIES	19,550.00	66.27	5,656.31	13,893.69	28.93
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TOTAL ADMINISTRATION	1,227,626.08	3,423.78	793,692.22	433,933.86	64.65
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TOTAL EXPENDITURES	1,227,626.08	3,423.78	793,692.22	433,933.86	64.65
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REVENUES OVER/(UNDER) EXPENDITURES	48,723.92	( 3,073.78)	( 317,404.44)	366,128.36	651.43-
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**City of Helotes EDC  
AGENDA ITEM REQUEST FORM  
DATE: March 16, 2022**

**AGENDA PLACEMENT:**

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

**CAPTION:**

Presentation by Armstrong, Vaughan, & Associates, P.C. and discussion of and action on the Fiscal Year Ending (FYE) 2020 Comprehensive Annual Financial Report (CAFR) for the City of Helotes Economic Development Corporation. (Armstrong, Vaughan, & Associates, P.C., City Auditor)

**EXECUTIVE SUMMARY:**

An audit is required annually of the City's and HEDC's basic financial statements. This audit is conducted by Certified Public Accountants selected by the City Council.

The City utilizes Armstrong, Vaughn & Associates, P.C. for audit services of the HEDC's basic financial statements. Kimberly J. Roach, CPA, will present the audit. This audit is for year ended September 30, 2021 and was completed February 2022. The independent opinion on the financial statements is "unmodified". An unmodified opinion states that the financial statements are presented fairly and in conformity with the Governmental Accounting Standards Board (GASB). The audited Annual Comprehensive Financial Report (ACFR) will be accessible to the public at City Hall and on the City website.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Helotes for its annual comprehensive annual financial report (ACFR). This was the first year that the City has achieved this prestigious award. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized ACFR. This report must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements. A Certificate is valid for a period of one year only. We believe that our current ACFR continues to meet the program's requirements and are submitting it to GFOA to determine its eligibility for another certificate.

The Management's Discussion and Analysis (MD&A) section of the ACFR, which is attached, provides a narrative overview and analysis of the HEDC's financial activities for the year. The government-wide financial statements are designed to provide readers with a





broad overview of the HEDC's finances, using accounting methods similar to a private-sector business. These statements include all assets and liabilities on the accrual basis of accounting. All current year revenues and expenses are considered regardless of when cash is received or paid. The statement of net assets presents information on all of the HEDC's assets and liabilities, with the difference between the two reported as net assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the HEDC is improving or deteriorating.

**ATTACHMENTS:**

Attachment A – ACFR

**PREPARED BY:** Marian V. Mendoza, Executive Director

**DATE SUBMITTED:** March 2, 2022



Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

February 9, 2022

Board of Directors  
Helotes Economic Development Corporation

We have audited the financial statements of the governmental activities and the major fund of Helotes Economic Development Corporation for the years ended September 30, 2021 and 2020. Professional standards require that we advise you of the following matters related to our audit.

### **Our Responsibility in Relation to the Financial Statement Audit**

As communicated in our engagement letter dated September 7, 2021, our responsibility as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material aspects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of City of Helotes solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

### **Planned Scope and Timing of the Audit**

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

### **Compliance with All Ethical Requirements Regarding Independence**

The engagement team, others in our firm, as appropriate, and our firm have complied with all relevant ethical requirements regarding independence.

## **Qualitative Aspects of the Entity's Significant Accounting Practices**

### *Significant Accounting Policies*

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the Corporation are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2021. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

### *Significant Accounting Estimates*

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from management's current judgments. There were no sensitive estimates affecting the financial statements.

### *Financial Statement Disclosures*

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The Corporation does not have any sensitive financial statement disclosures.

## **Significant Difficulties Encountered during the Audit**

We encountered no difficulties in dealing with management relating to the performance of the audit.

## **Uncorrected and Corrected Misstatements**

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all such audit differences.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. Additionally, none of the differences detected as a result of audit procedures were material to the financial statements either individually or in the aggregate.

### **Disagreements with Management**

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

### **Representations Requested from Management**

We have requested certain representations from management that are included in the management representation letter dated February 9, 2022.

### **Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

### **Other Significant Matters, Findings, or Issues**

In the normal course of our professional association with City of Helotes, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as City of Helotes's auditors.

### **Compliance with Public Funds Investment Act**

The Public Funds Investment Act requires that we include, as part of our audit, procedures to determine if the Corporation complied with the provisions of the Act. We found, as a result of our tests, that the Corporation has complied in all material respects, with the provisions of the Act and the Corporation's internal investment policy.

This report is intended solely for the information and use of the board of directors and management of the Helotes Economic Development Corporation and is not intended to be and should not be used by anyone other than these specified parties.



Armstrong, Vaughan & Associates, P.C.

February 9, 2022

**CITY OF HELOTES ECONOMIC  
DEVELOPMENT CORPORATION**

**ANNUAL  
FINANCIAL REPORT**

**FISCAL YEARS ENDED  
SEPTEMBER 30, 2021 AND 2020**



CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
ANNUAL FINANCIAL REPORT  
FOR THE YEAR ENDED SEPTEMBER 30, 2021

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CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
ANNUAL FINANCIAL REPORT  
FOR THE YEAR ENDED SEPTEMBER 30, 2021

PRINCIPAL OFFICERS

PRESIDENT .....Blaine Lopez  
VICE PRESIDENT .....Melody Cooper  
SECRETARY ..... John Kodosky  
BOARD MEMBER .....Melissa Benavides  
BOARD MEMBER .....Jeff Felty  
BOARD MEMBER ..... Gregory Hayden  
BOARD MEMBER ..... Joel Lutz



# Armstrong, Vaughan & Associates, P. C.

Certified Public Accountants

## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
City of Helotes Economic Development Corporation  
City of Helotes, Texas

### **Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities and the major fund of the City of Helotes Economic Development Corporation (a component unit of the City of Helotes) as of and for the years ended September 30, 2021 and 2020, and the related notes to the financial statements which collectively comprise the City of Helotes Economic Development Corporation's basic financial statements as listed in the table of contents.

### ***Management's Responsibility for the Financial Statements***

City of Helotes Economic Development Corporation's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

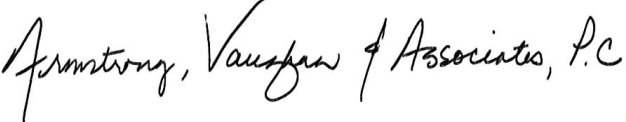


***Opinions***

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of City of Helotes Economic Development Corporation, as of September 30, 2021 and 2020, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matters******Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Armstrong, Vaughan & Associates, P.C.

February 9, 2022

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of the City of Helotes Economic Development Corporation, a component unit of the City of Helotes, financial performance provides an overview of the Corporation's financial activity for the fiscal year ended September 30, 2021. It should be read in conjunction with the financial statements.

### Financial Highlights

- The Corporation's net position was \$2.1 million at September 30, 2021.
- The Corporation's total revenues were \$1.45 million while total expenses including transfers out to the primary government were \$1.2 million.
- The Corporation's net position increased by \$278 thousand after the transfer of pledged revenue to the primary government (City of Helotes).

### Corporation Highlights

City of Helotes Economic Development Corporation was formed in February 6, 2003 under the Development Corporation Act of 1979, Texas Revised Civil Statutes Annotated, Article 5190.6, Section 4B. It receives all its proceeds from the 1/2 cent sales tax adopted in 2003 for economic development in the City of Helotes.

### Using this Annual Report

This annual report consists of three parts: Management's Discussion and Analysis, Financial Statements and Required Supplementary Information. The Statement of Net Position and Activities provides information on the Corporation as a whole. The Corporation's net position—the difference between assets and liabilities—provides one way to measure financial health or financial position.

### Statement of Net Position

Table 1 shows all of the assets and liabilities of the Corporation and is presented on the accrual basis. The total net position is \$2.1 million.

**Table 1**  
**City of Helotes Economic Development Corporation**  
**Net Position**

	2021	2020	2019
Cash and Investments	\$ 1,966,864	\$ 1,625,508	\$ 1,183,747
Accounts Receivable	409,064	286,862	259,837
Due from Primary Government	-	60,000	-
Land	48,140	48,140	48,140
<b>Total Assets</b>	<b>2,424,068</b>	<b>2,020,510</b>	<b>1,491,724</b>
Liabilities	314,144	188,173	172,892
<b>Total Liabilities</b>	<b>314,144</b>	<b>188,173</b>	<b>172,892</b>
Net Investment in Capital Assets	48,140	48,140	48,140
Unrestricted	2,061,784	1,784,197	1,270,692
<b>Total Net Position</b>	<b>\$ 2,109,924</b>	<b>\$ 1,832,337</b>	<b>\$ 1,318,832</b>

## Statement of Activities

Table 2 shows all of the expenses and revenues of the Corporation and is also presented on the accrual basis. General Revenues consist of the ½ cent sales tax the Corporation receives for economic development.

**Table 2**  
**City of Helotes Economic Development Corporation**  
**Statement of Activities and Changes in Net Position**

	2021	2020	2019
Program Revenues	\$ 160,000	\$ 60,000	\$ -
General Revenues	1,290,503	1,036,562	936,899
<b>Total Revenues</b>	<u>1,450,503</u>	<u>1,096,562</u>	<u>936,899</u>
Total Expenses	(851,247)	(253,847)	(180,778)
Transfers In (Out) to Primary Government	(321,669)	(329,210)	(422,333)
<b>Total Expenses</b>	<u>(1,172,916)</u>	<u>(583,057)</u>	<u>(603,111)</u>
<b>Change in Net Position</b>	<u>\$ 277,587</u>	<u>\$ 513,505</u>	<u>\$ 333,788</u>

## Balance Sheet

The Balance Sheet shows the assets, liabilities, and fund balances of the Corporation.

## Statement of Revenues, Expenditures, and Changes in Fund Balance

This Statement shows the revenues and expenditures for the Corporation. The largest source of income is from the 1/2 cent sales tax adopted in 2003 for economic development. Current year expenses increased significantly from prior year due to grants issued to local qualifying business.

## Budget to Actual

The Corporation's total actual expenditures were less than budgeted amounts.

## Description of Current and Expected Conditions

The City of Helotes Economic Development Corporation has experienced steady revenue growth while maintaining expenses. This has allowed the Corporation to complete planned projects and consider several new ones. The following list highlights some of those projects funded:

- Approval of a Small Business Grants Program to assist to small businesses impacted by the COVID-19 pandemic;
- Approval of several marketing initiatives to promote local businesses during the COVID-19 pandemic.

Even though the HEDC has experienced several years of growth, we are continuing monitoring the outbreak of the COVID-19 virus and how it may affect our local business community. We did not see a reduction in sales tax for FYE 2021 and do not anticipate any reduction in FYE2022.

### **Contacting the Corporation's Financial Management**

This financial report is designed to provide a general overview of the Corporation's finances and show the Corporation's accountability to its taxpayers. If you have any questions about this report or need additional financial information, contact the City of Helotes Economic Development Corporation at P.O. Box 507, Helotes, Texas 78023 or at (210) 695-8877.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
COMPARATIVE STATEMENTS OF NET POSITION  
SEPTEMBER 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<b>ASSETS</b>		
Cash and Investments	<b>\$ 1,966,864</b>	\$ 1,625,508
Accounts Receivable - State	<b>409,064</b>	286,862
Due from Primary Government	-	60,000
Capital Assets:		
Land	<b>48,140</b>	48,140
<b>TOTAL ASSETS</b>	<b><u>\$ 2,424,068</u></b>	<b><u>\$ 2,020,510</u></b>
<b>LIABILITIES</b>		
<i>Liabilities:</i>		
Accounts Payable	<b>\$ 3,057</b>	\$ -
Accrued Liabilities	<b>286,248</b>	163,137
Accrued Compensated Absences	<b>24,839</b>	24,625
Due to Primary Government	-	411
<b>TOTAL LIABILITIES</b>	<b><u>314,144</u></b>	<b><u>188,173</u></b>
<b>NET POSITION</b>		
Net Investment in Capital Assets	<b>48,140</b>	48,140
Unrestricted	<b>2,061,784</b>	1,784,197
<b>TOTAL NET POSITION</b>	<b><u><u>\$ 2,109,924</u></u></b>	<b><u><u>\$ 1,832,337</u></u></b>

The accompanying notes are an integral part of these statements.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
COMPARATIVE STATEMENTS OF ACTIVITIES  
FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<b>EXPENSES</b>		
Personnel	\$ 95,606	\$ 93,211
Professional Services	62,757	38,185
Office Supplies and Expenses	30,421	21,686
Training and Seminars	6,206	19,711
Reimbursement to City Administration	36,000	15,000
Parking Lease Agreement	5,457	4,960
Small Business Loan Assistance Program	610,850	61,000
Other Expenses	3,950	94
<b>TOTAL EXPENSES</b>	<u>851,247</u>	<u>253,847</u>
 <b>REVENUES</b>		
<i>Program Revenues:</i>		
Operating Grants	160,000	60,000
<i>Total Program Revenues</i>	<u>160,000</u>	<u>60,000</u>
 <i>Net Governmental Activities</i>	<u>(691,247)</u>	<u>(193,847)</u>
 <i>General Revenues:</i>		
Sales Tax	1,284,636	1,022,152
Miscellaneous	4,200	-
Interest	1,667	14,410
<i>Total General Revenues</i>	<u>1,290,503</u>	<u>1,036,562</u>
 <i>Transfers From (To) Primary Government</i>	<u>(321,669)</u>	<u>(329,210)</u>
 <i>Change in Net Position</i>	277,587	513,505
 <b>BEGINNING NET POSITION</b>	<u>1,832,337</u>	<u>1,318,832</u>
 <b>ENDING NET POSITION</b>	<u>\$2,109,924</u>	<u>\$ 1,832,337</u>

The accompanying notes are an integral part of these statements.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
COMPARATIVE BALANCE SHEETS  
SEPTEMBER 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<b>ASSETS</b>		
Cash and Investments	\$ 1,966,864	\$ 1,625,508
Accounts Receivable - State	409,064	286,862
Due from Primary Government	-	60,000
<b>TOTAL ASSETS</b>	<b><u>\$ 2,375,928</u></b>	<b><u>\$ 1,972,370</u></b>
<b>LIABILITIES AND FUND BALANCE</b>		
<i>Liabilities:</i>		
Accounts Payable	\$ 3,057	\$ -
Accrued Liabilities	286,248	163,137
Due to Primary Government	-	411
<i>Total Liabilities</i>	<b><u>289,305</u></b>	<b><u>163,548</u></b>
<i>Fund Balance:</i>		
Unassigned	<b><u>2,086,623</u></b>	<b><u>1,808,822</u></b>
<i>Total Fund Balance</i>	<b><u>2,086,623</u></b>	<b><u>1,808,822</u></b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b><u>\$ 2,375,928</u></b>	<b><u>\$ 1,972,370</u></b>
<b>RECONCILIATION OF THE BALANCE SHEETS TO THE STATEMENTS OF NET POSITION:</b>		
<b>TOTAL FUND BALANCES</b>	<b>\$ 2,086,623</b>	<b>\$ 1,808,822</b>
Capital Assets used in governmental activities are not financial resources and, therefore, are not reported in the governmental fund financial statements	48,140	48,140
Accrued compensated absences are not due and payable from current financial resources and, therefore, are not reported in the governmental funds	<b><u>(24,839)</u></b>	<b><u>(24,625)</u></b>
<b>TOTAL NET POSITION</b>	<b><u>\$ 2,109,924</u></b>	<b><u>\$ 1,832,337</u></b>

The accompanying notes are an integral part of these statements.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
 COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES AND  
 CHANGES IN FUND BALANCE  
 FOR THE YEARS ENDED SEPTEMBER 30, 2021 AND 2020

	<u>2021</u>	<u>2020</u>
<b>REVENUES</b>		
Sales Tax	\$ 1,284,636	\$ 1,022,152
Grants and Interlocal Agreements	160,000	60,000
Miscellaneous Income	4,200	-
Interest	1,667	14,410
<b>TOTAL REVENUES</b>	<u>1,450,503</u>	<u>1,096,562</u>
<b>EXPENDITURES</b>		
Personnel	95,392	89,430
Professional Services	62,757	38,185
Office Supplies and Expenses	30,421	21,686
Training and Seminars	6,206	19,711
Reimbursement to City Administration	36,000	15,000
Parking Lease Agreement	5,457	4,960
Small Business Loan Assistance Program	610,850	61,000
Other Expenses	3,950	94
<b>TOTAL EXPENDITURES</b>	<u>851,033</u>	<u>250,066</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>599,470</u>	<u>846,496</u>
<b>OTHER FINANCING SOURCES (USES)</b>		
Transfer In (Out) to Primary Government	<u>(321,669)</u>	<u>(329,210)</u>
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(321,669)</u>	<u>(329,210)</u>
<b>Net Change in Fund Balance</b>	277,801	517,286
<b>BEGINNING FUND BALANCE</b>	<u>1,808,822</u>	<u>1,291,536</u>
<b>ENDING FUND BALANCE</b>	<u>\$ 2,086,623</u>	<u>\$ 1,808,822</u>
<b>RECONCILIATION OF THE STATEMENTS OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE TO STATEMENTS OF NET POSITION:</b>		
<b>NET CHANGE IN FUND BALANCE</b>	\$ 277,801	\$ 517,286
Some expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental fund financial statements	<u>(214)</u>	<u>(3,781)</u>
<b>CHANGE IN NET POSITION</b>	<u>\$ 277,587</u>	<u>\$ 513,505</u>

The accompanying notes are an integral part of these statements.



CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
NOTES TO THE FINANCIAL STATEMENTS  
SEPTEMBER 30, 2021 AND 2020

NOTE A -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

1. Financial Reporting Entity

City of Helotes Economic Development Corporation is a nonprofit industrial corporation, with powers of taxation, created pursuant to Section 4B Article 5190.6 of Vernons Texas Civil Statutes (V.T.C.S.), as amended. City of Helotes Economic Development Corporation (hereafter referred to as the Corporation) was created February 6, 2003 to act on behalf of the City for promotion, development, and enhancement of economic development within the City of Helotes. The Corporation is a component unit of the City of Helotes. A component unit is a legally separate corporation for which the elected officials of the governmental unit are financially accountable. The Corporation is presented in the City's financial statements as a blended component unit.

The financial statements of the Corporation have been prepared in conformity with generally accepted accounting principles (GAAP), as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The financial statements present the financial position and results of operations of the Corporation only.

2. Basis of Presentation

The government-wide financial statements are presented in accordance with GASB 34, which mandates government-wide financial statements of net position and activities, and are presented on the economic resources measurement focus and accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when incurred, regardless of the timing of the related cash flows. It also requires that capital assets be recorded at cost less accumulated depreciation.

Governmental funds use the modified accrual basis of accounting. Under this method, revenues are recognized in the accounting period in which they become both available and measurable (flow of current financial resources measurement focus). Expenditures are recognized in the accounting period in which the fund liability is incurred, if measurable.

3. Budgets

The Corporation adopts annual operating (and if necessary capital) budget which is approved by the City Council. Formal budgetary accounting is employed as a management control. The budgets can be amended by the Board of Directors, subject to City Council approval. Actual expenditures cannot legally exceed budgeted appropriations at the fund level. All budgeted appropriations lapse at the end of each fiscal year. The budget is presented on the modified accrual basis of accounting.

4. Cash and Investments

Cash includes cash deposits and investments with maturity dates within three (3) months of the date acquired by the Development Corporation.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)  
SEPTEMBER 30, 2021 AND 2020

NOTE A -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

4. Cash and Investments (Continued)

The Corporation reports investments at fair value based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

5. Related Party Transactions

During the course of operations, numerous transactions occur between the Corporation and the City. These receivables and payables are classified as "due from primary government" or "due to primary government" on the Balance Sheet and Statement of Net Position. The Corporation reimburses the City for its share of personnel costs and paid an agreed upon rate of \$36,000 for general administrative overhead. The Corporation has also pledged revenue to cover a portion of the City's debt service (see note F).

During the normal course of operations, payables and receivables occur between the Corporation and City based on the timing of transactions between the two entities. These balances are expected to be paid/received in the next fiscal year.

6. Capital Assets

Capital assets, which include land, are capitalized at total acquisition cost or fair market value at the time of donation if donated. Depreciation (where applicable) is recorded on all depreciable capital assets on a straight-line basis over the estimated useful lives. Land held for future development is not depreciated.

7. Sales Tax Revenue

The citizens of the City of Helotes voted to adopt an additional one-half of one percent (1/2 cent or \$0.0050) local sales and use tax to be used by the Corporation for the promotion and development of new and expanded business enterprises and any other purposes authorized by Section 4B, Article 5190.6, V.T.C.S., as amended (the Development Corporation Act of 1979).

8. Fund Balance

Fund Balance is classified as follows:

Nonspendable – Represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact.

Restricted – Represents amounts that are constrained by external parties, constitutional provisions, or enabling legislation.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)  
SEPTEMBER 30, 2021 AND 2020

NOTE A -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

8. Fund Balance (Continued)

Committed – Represents amounts that can be used only for the specific purposes determined by a formal action of the government’s highest decision-making authority. The governing board is the highest level of decision-making authority for the corporation that can commit fund balance. Once adopted, the limitation imposed remains in place until a similar action is taken to remove or revise the limitation.

Assigned – Represents amounts which the Corporation intends to use for a specific purpose but does not meet the criteria of restricted or committed. The Board of Directors may make assignments and has chosen not to delegate that authority to any other individuals.

Unassigned - Represents the residual balance that may be spent on any other purpose for the Corporation.

When an expenditure is incurred for a purpose in which multiple classifications are available, the Corporation considers restricted balances spent first, committed second, and assigned third.

9. Net Position

Net position represents the difference between assets and liabilities. Net investment in capital assets, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any loans used to purchase, construct, or improve those assets.

10. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE B -- DEPOSITS AND INVESTMENTS

1. Deposits

At September 30, 2021 and 2020, the total carrying amount of the Corporation’s deposits were \$211,879 and \$139,173, respectively, and the bank balance was \$218,451 and \$320,418, respectively. All cash deposits were fully collateralized.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
 NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)  
 SEPTEMBER 30, 2021 AND 2020

NOTE B -- DEPOSITS AND INVESTMENTS (Continued)

2. Investments

As of September 30, 2021, the Corporation had the following investments:

	<u>2021</u>	<u>2020</u>
	Carrying Value	Carrying Value
<i>Investment Pools:</i>		
TexPool	\$ 27	\$ 27
LOGIC	1,754,958	1,486,308
	<u>\$ 1,754,985</u>	<u>\$ 1,486,335</u>

The net asset value of investments are valued using prices quoted prices in active markets (Level 1) inputs.

*Credit Risk*

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations. The ratings of securities by nationally recognized rating agencies are designed to give an indication of credit risk. At September 30, 2021 and 2020, the City of Helotes Economic Development Corporation was not significantly exposed to credit risk.

*Custodial Credit Risk*

Deposits are exposed to custodial credit risk if they are not covered by depository insurance and the deposits are uncollateralized, collateralized with securities held by the pledging financial institution, or collateralized with securities held by the pledging financial institution's trust department or agent but not in the City of Helotes Economic Development Corporation's name.

Investment securities are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the government, and are held by either the counterparty or the counterparty's trust department or agent but not in the City of Helotes Economic Development Corporation's name.

At September 30, 2021 and 2020, the City of Helotes Economic Development Corporation was not exposed to custodial credit risk.

*Concentration of Credit Risk*

The risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer. As of September 30, 2021 and 2020, the City of Helotes Economic Development Corporation had no exposure to concentration of credit risk.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
 NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)  
 SEPTEMBER 30, 2021 AND 2020

## NOTE C -- CAPITAL ASSETS

Activity for assets capitalized by the Corporation is summarized below:

	Balance 10/1/2020	Additions	Deletions	Balance 9/30/2021
Land	\$ 48,140	\$ -	\$ -	\$ 48,140

Land is not depreciated.

## NOTE D -- INTERFUND BALANCES

Interfund balances represent reimbursements for expenditures paid or cash received on behalf of other funds and are expected to be liquidated in the next fiscal year. Interfund balances at September 30, 2021, were as follows:

Due from	Due to	2021 Amount	2020 Amount	Purpose
EDC	Primary Government - General Fund	\$ -	\$ 60,000	Reimbursement of Grant funds
Primary Government - General Fund	EDC	-	411	Reimbursement of expenses
		\$ -	\$ 60,411	

## NOTE E -- TRANSFERS

Transfers during the year ended September 30, 2021, were as follows:

Transfer Out	Transfer In	2021 Amount	2020 Amount	Purpose
EDC	Primary Government - Debt Service	\$ 321,669	\$ 329,210	Pledged revenue
		\$ 321,669	\$ 329,210	

## NOTE F -- COMMITMENTS AND CONTINGENCIES

*Litigation*

Management is not aware of any pending or threatened litigation that may have a material impact on the Corporation's financial statements.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
 NOTES TO BASIC FINANCIAL STATEMENTS (CONTINUED)  
 SEPTEMBER 30, 2021 AND 2020

## NOTE F -- COMMITMENTS AND CONTINGENCIES (Continued)

*380 Development Agreement*

The City of Helotes and the Economic Development Corporation have entered into 380 Development agreements to encourage growth within the City. The agreements involve the City and Corporation reimbursing the project costs through refunding a portion of the sales and use taxes generated by the projects up to a maximum amount. No reimbursements have been made as of the date of this report, but the City and Corporation are recording estimated rebate amounts. The terms of the agreements are as follows:

Development, Date Began	Sales Tax Refund Agreement		Maximum Grant Amount	Current Year Reductions	Maximum EDC Balance Due	Term
	City	EDC				
Bandera Helotes Plaza (2010)	50%	50%	\$ 300,000	\$ -	\$ 130,949	10 years
Bluff and Shops at Old Town Helotes (2014)	50%	50%	\$ 2,000,000	\$ -	\$ 1,000,000	15 years
Texas Developers, LLC (2016)	75% of excess	75% of excess	N/A	\$ 1,001,810	N/A	20 years
CSDRE LLC and Slim Texas LLC (2017)	40%	40%	\$ 600,000	\$ -	\$ 298,684	13 years

*Pledged Revenue*

Through Interlocal Agreements with the City of Helotes, the Economic Development Corporation has pledged a portion of its revenue over the next 20 years to reimburse the City for debt service on multiple bonds issued. The agreements called for reimbursement of \$4,000,000 for the Certificates of Obligation Series 2007 and \$937,480 for the Certificates of Obligation Series 2015 issued by the City. These portions of the debt issuance were used by the Corporation for implementation of The Old Town Helotes Improvements and State Highway 16 & Helotes Linear Creek Development Projects. The Corporation transferred \$321,669 and \$329,210 during the years ended September 30, 2021 and 2020, respectively, for the debt service requirements and is up to date on payments required by the agreement. The Economic Development Corporation's future pledged revenues are as follows:

Fiscal Year Ending September 30,	Series 2007	Series 2015	Total
2022	\$ 297,968	\$ 24,144	\$ 322,112
2023	298,339	23,822	322,161
2024	298,318	24,028	322,346
2025	297,903	23,633	321,536
2026	297,095	23,792	320,887
2027 - 2031	300,797	271,066	571,863
2032 - 2035	-	129,809	129,809
	<u>\$ 1,790,420</u>	<u>\$ 520,294</u>	<u>\$ 2,310,714</u>

REQUIRED SUPPLEMENTARY INFORMATION

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL  
FOR THE YEAR ENDED SEPTEMBER 30, 2021  
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2020)

	Budgeted Amounts		Actual 2021	Variance	Actual 2020
	Original	Final		Favorable (Unfavorable)	
<b>REVENUES</b>					
Taxes	\$ 884,582	\$ 884,582	<b>\$ 1,284,636</b>	\$ 400,054	\$ 1,022,152
Grants and Interlocal Agreements	-	-	<b>160,000</b>	160,000	60,000
Miscellaneous	3,600	3,600	<b>4,200</b>	600	-
Interest	12,000	12,000	<b>1,667</b>	(10,333)	14,410
<b>TOTAL REVENUES</b>	<u>900,182</u>	<u>900,182</u>	<u><b>1,450,503</b></u>	<u>550,321</u>	<u>1,096,562</u>
<b>EXPENDITURES</b>					
Current:					
Personnel	95,541	95,541	<b>95,392</b>	149	89,430
Professional Services	179,600	179,600	<b>62,757</b>	116,843	38,185
Office Supplies and Expenses	24,482	32,482	<b>30,421</b>	2,061	21,686
Training and Seminars	18,200	18,200	<b>6,206</b>	11,994	19,711
City Administration Cost Reimbursement	30,000	36,000	<b>36,000</b>	-	15,000
Parking Lease Agreement	5,520	5,520	<b>5,457</b>	63	4,960
Small Business Loan Assistance Program	-	450,850	<b>610,850</b>	(160,000)	61,000
Other Expenses	50,250	42,250	<b>3,950</b>	38,300	94
<b>TOTAL EXPENDITURES</b>	<u>403,593</u>	<u>860,443</u>	<u><b>851,033</b></u>	<u>9,410</u>	<u>250,066</u>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<u>496,589</u>	<u>39,739</u>	<u><b>599,470</b></u>	<u>559,731</u>	<u>846,496</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfer In (Out) to Primary Government	(321,669)	(321,669)	<b>(321,669)</b>	-	(329,210)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(321,669)</u>	<u>(321,669)</u>	<u><b>(321,669)</b></u>	<u>-</u>	<u>(329,210)</u>
<b>Net Change in Fund Balance</b>	174,920	(281,930)	<b>277,801</b>	559,731	517,286
<b>Fund Balance - October 1</b>	<u>1,808,822</u>	<u>1,808,822</u>	<u><b>1,808,822</b></u>	<u>-</u>	<u>1,291,536</u>
<b>Fund Balance - September 30</b>	<u><u>\$ 1,983,742</u></u>	<u><u>\$ 1,526,892</u></u>	<u><u><b>\$ 2,086,623</b></u></u>	<u><u>\$ 559,731</u></u>	<u><u>\$ 1,808,822</u></u>



CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION  
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE  
BUDGET AND ACTUAL  
FOR THE YEAR ENDED SEPTEMBER 30, 2021  
(WITH COMPARATIVE ACTUAL AMOUNTS FOR 2020)

**Budgetary Information** – The budget is prepared in accordance with accounting principles generally accepted in the United States of America. The Corporation maintains strict budgetary controls. The objective of these controls is to ensure compliance with legal provision embodied in the annual appropriated budget approved by the City Council and as such is a good management control device. The following are the funds which have legally adopted annual budgets: General Fund.

Budgetary preparation and control is exercised at the department level. Actual expenditures may not legally exceed appropriations at the fund level.





**City of Helotes EDC  
AGENDA ITEM REQUEST FORM  
DATE: March 16, 2022**

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

**CAPTION:**

Discussion of and action on a request by Greenwing Wealth Management LLC. to approve an application to participate in the Retailer and Commercial Tenant Improvement Grant. (Staff)

**EXECUTIVE SUMMARY:**

The HEDC Board of Directors approved the Retailer and Commercial Tenant Improvement Grant Program on January 19, 2022 and was later approved by City Council on February 10, 2022. The program offers grant reimbursement of up to 50% of eligible improvements, not to exceed \$20,000 or \$25.00 per square foot.

Staff has received the first request for consideration by Greenwing Wealth Management LLC. who has signed a 5 year lease for property located at 14751 Old Bandera Road, #1101, Helotes, Texas 78023. The leasable space is approximately 640 square feet. The proposed eligible improvements will include; interior doors, flooring, baseboards, cabinetry, and painting. Estimated cost of improvements is \$18,809.

Based on the scoring matrix the applicant has earned 4 points, which qualifies for a reimbursement of up to \$15.00 per square foot. Meaning the maximum grant amount (640 sqft x \$15) is \$9,600.00. Approval of this request does not guarantee the applicant will receive the requested funding. The applicant must complete all work, obtain required permits, and submit paid invoices to receive payment.

**ATTACHMENTS:**

Attachment A – Application

Attachment B – Score Sheet

**PREPARED BY:** Glenn Goolsby, Assistant Director

**DATE SUBMITTED:** March 10, 2022

**From:** [Austin Lane](#)  
**To:** [Glenn Goolsby](#)  
**Subject:** New Entry: Retailer and Commercial Tenant Improvement Program Grant Application  
**Date:** Wednesday, March 9, 2022 9:29:19 PM

**Name**

Austin Lane

---

**Mailing Address**

17727 HANDIES PEAK  
Helotes Ranch Acres, TX  
78023  
US

---

**Phone**

+19093621646

---

**Email**

[austin@greenwingwealth.com](mailto:austin@greenwingwealth.com)

---

**Building Address for which Grant is Sought:**

14751 Old Bandera Rd. #1101  
Helotes, TX  
78023  
US

---

**Property Phone Number**

+12102010051

---

**Type of building project**

New business occupying new or existing retail space or  
redeveloping existing commercial property.

---

**Proposed Improvement(s) - check all that apply**

Structural walls, subfloor, or ceiling  
Interior cabinetry or woodwork

---

### **Narrative Description of the Project Scope**

Seeking to include 1 interior door, flooring and baseboards, paint and cabinets and cabinet tops.

---

### **Construction Schedule**

Mid to late April

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### **Contractor Scope of Work**

1 interior door, flooring and baseboards, paint and cabinets and cabinet tops.

---

### **Rendering and/or Architecture Plans**

[Plans1.jpg](#)

---

### **Photos of Current Condition**

[Current-3.jpg](#)  
 [current-2.jpg](#)  
 [Current1.jpg](#)

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### **Contractor Cost Estimates**

18809

---

### **Project Budget**

[estimate\\_4468.pdf](#)

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### **Copy of lease or lease extension**

[Greenwing-Lease-2021.pdf](#)

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### **Copy of Texas Sales Tax Permit or a Detailed Confidentiality Report from the State Comptroller's Office, if applicable.**

[Greenwing-Lease-2021.pdf](#)

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**Applicant(s) Signature**



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**Date**

03/09/2022

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**Building Owner's Signature**



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**Date**

03/09/2022

Sent from [Helotes Texas - Economic Development](#)



# TEXAS ASSOCIATION OF REALTORS® COMMERCIAL LEASE

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**ADDENDA & EXHIBITS (check all that apply)**

- Exhibit A
- Exhibit \_\_\_\_\_
- Commercial Lease Addendum for Broker's Fee (TAR-2102)
- Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- Commercial Lease Addendum for Extension Option (TAR-2104)
- Commercial Lease Addendum for Percentage Rent (TAR-2106)
- Commercial Lease Addendum for Parking (TAR-2107)
- Commercial Landlord's Rules and Regulations (TAR-2108)
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- Commercial Lease Addendum for Contingencies (TAR-2120)
- \_\_\_\_\_
- \_\_\_\_\_
- Information About Brokerage Services (TAR-2501)



# TEXAS ASSOCIATION OF REALTORS® COMMERCIAL LEASE

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### 1. PARTIES: The parties to this lease are:

Landlord: CHZ INVESTMENTS LLC \_\_\_\_\_; and  
Tenant: Greenwing Wealth Management LLC \_\_\_\_\_

### 2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) Multiple-Tenant Property: Suite or Unit Number 1101 containing approximately 640 square feet of rentable area in Haciendas Del Rio (project name) at 14751 Old Bandera Rd. (address) in Helotes (city), Bexar (county), Texas, which is legally described on attached Exhibit CB 4524H BLK 1 LOT 1 "HACIENDAS DEL RIO SUBD"

(2) Single-Tenant Property: The real property containing approximately \_\_\_\_\_ square feet of rentable area at: \_\_\_\_\_ (address) in \_\_\_\_\_ (city), \_\_\_\_\_ (county), Texas, which is legally described on attached Exhibit \_\_\_\_\_ or as follows: \_\_\_\_\_

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area  will  will not be adjusted if re-measured.

### 3. TERM:

A. Term: The term of this lease is 60 months and 0 days, commencing on: May 1, 2022 (Commencement Date) and ending on April 30, 2027 (Expiration Date).

B. Delay of Occupancy: If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

(TAR-2101) 4-1-14 Initialed for Identification by Landlord: CH, \_\_\_\_\_, and Tenant: CH, \_\_\_\_\_



Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90<sup>th</sup> day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

**4. RENT AND EXPENSES:**

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit \_\_\_\_\_ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
5/1/22	4/30/24	/ rsf / month	/ rsf / year	1650.00
5/1/24	4/30/26	/ rsf / month	/ rsf / year	1750.00
5/1/26	4/30/27	/ rsf / month	/ rsf / year	1850.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (*Check all that apply*):

- (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)
- (3) Commercial Lease Addendum for Parking (TAR-2107)
- (4) \_\_\_\_\_

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before May 1, 2022  
Or 15 days after landlords work has been completed whichever comes earlier.

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: CHZ INVESTMENTS LLC  
Address: 14751 Old Bandera Rd #4, Helotes, TX 78023

F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.

H. Returned Checks: Tenant will pay \$ 35 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

**5. SECURITY DEPOSIT:**

A. Upon execution of this lease, Tenant will pay \$ 1650.00 to Landlord as a security deposit.

B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.

C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. **TAXES**: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

**7. UTILITIES:**

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

(TAR-2101) 4-1-14 Initialed for Identification by Landlord: CA<sup>DS</sup>, \_\_\_\_\_, and Tenant: m, \_\_\_\_\_

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$\_\_\_\_\_ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

#### 8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)
- (a) \$1,000,000; or
- (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- (3) business interruption insurance sufficient to pay 12 months of rent payments;
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

**9. USE AND HOURS:**

- A. Tenant may use the leased premises for the following purpose and no other: Financial Advisor office specializing in all aspects of financial planning and wealth management.
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): \_\_\_\_\_

**10. LEGAL COMPLIANCE:**

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
  - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
  - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
  - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
  - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
  - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
  - (6) the permanent or temporary storage of any hazardous material; or
  - (7) \_\_\_\_\_
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

**11. SIGNS:**

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

## 12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 120 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

**13. MOVE-IN CONDITION:** Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

## 14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

## 15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles.  Landlord  Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Fire protection equipment .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Fire sprinkler systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Parking areas and walks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Ballast and lamp replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) HVAC system replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Signs and lighting: .....			
(a) Pylon.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Facia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Other: _____.....	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Fences and Gates.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Cranes and related systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(20) _____.....		<input type="checkbox"/>	<input type="checkbox"/>
(21) _____.....		<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems.....		<input checked="" type="checkbox"/>	<input type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant  is  is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

## 16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY**: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

CA

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

**19. INDEMNITY:** Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

**20. DEFAULT:**

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
  - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
  - (3) repairs to the leased premises for use beyond normal wear and tear;
  - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
  - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
  - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
  - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
  - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
  - (9) any other recovery to which Landlord may be entitled under this lease or under law.

**21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:** Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

**22. HOLDOVER:** If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will



Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

**23. LANDLORD'S LIEN AND SECURITY INTEREST:** To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

**24. ASSIGNMENT AND SUBLETTING:** Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

**25. RELOCATION:**

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

**26. SUBORDINATION:**

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
  - (2) all advances made under any such lien, encumbrance, or ground lease;
  - (3) the interest payable on any such lien or encumbrance;
  - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
  - (5) any restrictive covenant affecting the leased premises or the Property; and
  - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

**27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:**

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

## 28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.
- 29. CONDEMNATION:** If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.
- 30. ATTORNEY'S FEES:** Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

## 31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

health or safety of an ordinary person, except: \_\_\_\_\_

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

**32. BROKERS:**

A. The brokers to this lease are:

Principal Broker: Palladium Realty Group

Cooperating Broker: Foresite Real Estate Inc.

Agent: Lisa Mendoza

Agent: Louis Lutto III

Address: PO Box 477  
Helotes, TX 78023

Address: 10999 I-10 W, Ste 175 |  
San Antonio, Texas 78230

Phone & Fax: 210-332-0216

Phone & Fax: 210-569-2889

E-mail: LisaMendoza@PalladiumRG.com

E-mail: llutto@foresitecre.com

License No.: 9011446

License No.: 9003568

Principal Broker: (Check only one box)

- represents Landlord only.
- represents Tenant only.
- is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: (Check only one box).
  - (a) a separate written commission agreement between Principal Broker and:
    - Landlord  Tenant.
  - (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).
- (2) Cooperating Broker's fee will be paid according to: (Check only one box).
  - (a) a separate written commission agreement between Cooperating Broker and:
    - Principal Broker  Landlord  Tenant.
  - (b) the attached Commercial Lease Addendum for Broker's Fee (TAR-2102).

Handwritten initials "CH" in a box with "DS" above it, crossed out with a blue line.

**33. ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

**34. NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Haciendas Del Rio  
Address: 14751 Old Bandera Rd. #4 Helotes, TX 78023

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

Phone: 210-317-6550 Fax: \_\_\_\_\_

and a copy to: Palladium Realty Group, LLC

Address: PO Box 477, Helotes, TX 78023

Phone: 210-332-0216 Fax: \_\_\_\_\_

Landlord also consents to receive notices by e-mail at: cesar@chzinvestments.com

Tenant at the leased premises,  
and a copy to: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Tenant also consents to receive notices by e-mail at: Austin@Greenwingwealth.com

**35. SPECIAL PROVISIONS:**

**36. AGREEMENT OF PARTIES:**

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

Commercial Lease concerning: 14751 Old Bandera Rd, Unit 1101

- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

**Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.**

Landlord: CHZ INVESTMENTS

Tenant: GREENWING WEALTH Management LLC

By: \_\_\_\_\_ DocuSigned by: \_\_\_\_\_  
 By (signature): Cesar Hernandez  
 Printed Name: Cesar Hernandez  
 Title: Owner Date: 2/21/22

By: \_\_\_\_\_  
 By (signature): [Signature]  
 Printed Name: Austin Lane  
 Title: Owner Date: 2/21/22 - 3/1/22

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
 By (signature): \_\_\_\_\_  
 Printed Name: \_\_\_\_\_  
 Title: \_\_\_\_\_ Date: \_\_\_\_\_



## RJ Fite Construction

Please Remit Payment to: | 12790 FM 1560 N #888 | Helotes, Tx  
78023  
210-569-6823 or 1-888-4RJFite | construction@rjfite.com |  
www.rjfite.com

### RECIPIENT:

#### Greenwing Wealth

14751 Old Bandera Rd  
#1101  
Helotes, Texas 78023

### Estimate #4468

Sent on 03/09/2022

**Total \$18,809.10**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Flooring	<p>AquaGuard - COCO WATER-RESISTANT LAMINATE</p> <p>12mm AquaGuard Coco Water-Resistant Laminate looks and feels like authentic hardwood. AquaGuard is water-resistant and provides lifetime protection against household spills, splashes and pet accidents for up to 30 hours. It can be wet mopped or even steam mopped, so you can install it in any room of the house, including full bathrooms, kitchens and basements. The unique water resistant core on AquaGuard is so stable, the product is backed with the best warranty in the industry, lifetime residential and 15-year commercial.</p> <ul style="list-style-type: none"> <li>•Up to 30 hours of water resistance.</li> <li>•Lifetime residential, 15 year commercial warranty.</li> <li>•With one of the easiest locking systems, this is an ideal do-it-yourself installation.</li> <li>•With a durability rating of AC-5, AquaGuard is scratch, stain and dent resistant. It is strong enough for heavy wear residential and commercial spaces.</li> <li>•Can be installed on walls.</li> <li>•Install up to 4,300 square feet without the need for transition moldings. No transitions needed in doorways unless the transition is to another type of flooring.</li> <li>•Zero Acclimation*</li> <li>•Underlayment is required and we recommend Eco Ultra.</li> </ul>	693	\$6.50	\$4,504.50*
Interior Painting	<p>Interior Painting to Include all walls, ceilings, door and trim - Wall Product to be PPG Speedhide Eggshell, Ceiling Product to be PPG Flat, Trim and Doors to be PPG Alkyd Oil Base Semi Gloss</p> <p>Colors TBD</p>	630	\$3.45	\$2,173.50*



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78023  
210-569-6823 or 1-888-4RJFite | construction@rjfite.com |  
www.rjfite.com

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Cabinets	Cabinets to be Cream Glazed - Soft Close  Base Cabinets - BS24 (4), BS18(2), BS36 (3) Upper Cabinets - 24 (3), 18 (4), 30 (3) Spacers - 5 Toe and Kicks	1	\$6,614.00	\$6,614.00
Countertops	Butcher Block (4) Walnut  Stain Color TBD	1	\$2,985.00	\$2,985.00
BaseBoards / Quarter Rounds	Base Board - Install new Base boards, Quarter Round, Includes	318	\$2.95	\$938.10*
Interior Door	Steves & Sons 32 in. x 80 in. Ultra Primed White Right-Hand Inswing 5-Panel Composite Solid Core Single Prehung Interior Door  Glass Panel Option included	1	\$1,594.00	\$1,594.00

**A deposit of \$5,642.73 will be required to begin.**

**Total**

**\$18,809.10**

\* Non-taxable

This quote is valid for the next 30 days, after which values may be subject to change.

Terms Of Agreement: All payments are to be made in a timely fashion or as set forth. RJ Fite Construction reserves the right to lien any property not paid for in full as set forth by the terms on invoice. Any lien placed on subject property will be for payment with interest. All associated lien cost will be added to final payment.



## RJ Fite Construction

Please Remit Payment to: | 12790 FM 1560 N #888 | Helotes, Tx  
78023  
210-569-6823 or 1-888-4RJFite | [construction@rjfite.com](mailto:construction@rjfite.com) |  
[www.rjfite.com](http://www.rjfite.com)

Notes Continued...

Signature: \_\_\_\_\_ Date: \_\_\_\_\_







## Score Sheet

### 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 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

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



**City of Helotes EDC  
AGENDA ITEM REQUEST FORM  
DATE: March 16, 2022**

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

**CAPTION:**

Discussion of and action on appointing an interim Executive Director for the City of Helotes Economic Development Corporation (HEDC).

**EXECUTIVE SUMMARY:**

On March 10, 2022, City Council approved the HEDC Board of Directors recommended amendments to the Bylaws shifting the Chief Executive Officer role and his/her authority from the City Administrator/HEDC Executive Director to a separate HEDC Executive Director. The amendments to the Bylaws leave the HEDC Executive Director position vacant.

It is being recommended that an interim HEDC Executive Director be appointed while the Board of Directors finalizes the full scope of duties and responsibilities for this position. City Council asked that a provisional job description be provided when the Board proposes to fill the vacancy.

**ATTACHMENTS:**

Attachment A: Provisional Job Description for Interim HEDC Executive Director

**PREPARED BY:** Blaine Lopez, President



**HELOTES ECONOMIC  
DEVELOPMENT CORPORATION  
JOB DESCRIPTION**

**JOB TITLE:** Interim Executive Director  
**DEPARTMENT:** Administration  
**FLSA STATUS:** Exempt – Administrative

**JOB SUMMARY:**

Under general guidance direction of the President of the Board of Directors, directs program of economic development throughout the city; coordinates redevelopment, business retention and expansion, business attraction and incentive programs; and presents positive image of city. Implements economic development goals and objectives set forth by the Helotes Economic Development Corporation (HEDC) Board, interfaces with the development community, local businesses and various departments and staff.

**ESSENTIAL JOB FUNCTIONS:**

- Assists in developing and presenting HEDC Annual Strategic Plan, Annual Budget and proposed projects to the HEDC Board of Directors and to City Council for approval. Provides regular executive level reporting to the HEDC Board and City Council.
- Develops and implements projects, recommendations, economic analyses and proposed policy changes for consideration by the HEDC Board of Directors in keeping with Board directives, the HEDC's Articles, Bylaws and Mission.
- Networks and builds relationships with the business community. Develops strategies to retain/expand existing businesses and works to recruit new businesses to Helotes.
- Negotiates incentive packages for business expansion and new business.
- Evaluates development potential of properties.
- Assists in the development and management of the HEDC budget, including all contracts; accounts payable, accounts receivable, and the preparation of financial statements; and maintains a cash flow projection.

- Negotiates contracts with the approval of the HEDC Board and monitors contract compliance.
- Ensures that orders and resolutions of the Board are carried into effect.
- Responds to requests for information from existing or prospective businesses.
- Seeks and secures state and federal grants and incentives to aid economic development.
- Assists in development of vocational-technical education programs and opportunities.
- Reviews proposed ordinances and codes relating to economic development.
- Maintains current knowledge of all relevant state and federal laws and regulations.
- Coordinates the development and production of marketing tools such as brochures, displays, videos, website, etc. in the promotion of the City; and
- Performs such other duties as may be assigned.

### **KNOWLEDGE, SKILLS & ABILITIES:**

- Demonstrated knowledge of public relations, problem analysis, and organization.
- Knowledge of advanced financing methodology and public/private joint ventures.
- Knowledge of principles and concepts of public/private development project investment.
- Knowledge of financing techniques for commercial property.
- Knowledge of local business retention programs.
- Knowledge of state and local government processes.
- Ability to speak publicly and make detailed presentations.
- Ability to communicate effectively both orally and in writing.
- Ability to work with diverse community interest groups.
- Ability to understand economic data.

- Ability to establish and maintain effective working relationship with City officials, SEDC Board of Directors, other City employees and the general public.

### **EDUCATION & EXPERIENCE:**

Any combination equivalent to experience and training that provides the knowledge, skills, and abilities necessary for acceptable job performance. Example combinations include:

- Bachelor's degree in public administration, business administration, marketing, finance, economics, or related field; Master's Degree preferred
- Minimum of five years' experience directing economic development efforts as Executive Director, Marketing Director, Business Development Director; or any combination of education, training, and experience which provides the required knowledge, skills, and abilities to perform the essential functions of the job.

### **CERTIFICATES & LICENSES:**

- Must possess and maintain a valid Class "C" Texas Driver's License.
- Certified Economic Developer certification (CEcD) preferred

### **PHYSICAL REQUIREMENTS:**

- May be required to carry, hold, lift, push and pull a minimum of 25 lbs.
- Primary functions require sufficient physical ability and mobility to work in an office setting; to stand and sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach and twist.

### **WORK ENVIRONMENT:**

- Most work is performed primarily in a standard office environment with some travel to different sites.
- May attend evening meetings when necessary.

**This job description is not an employment agreement or contract.**

**Management has the exclusive right to alter this job description at any time without notice.**

**THE HELOTES ECONOMIC DEVELOPMENT CORPORATION IS AN  
EQUAL OPPORTUNITY EMPLOYER**