



The City of Helotes Economic Development Corporation (EDC) Board of Directors will meet for a Regular Meeting on Wednesday, August 16, 2023 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.

PUBLIC HEARING:

2. Public Hearing on proposed Maintenance & Operating, Interest & Sinking, and Capital budgets for Fiscal Year Ending (FYE) 2024. Proposed EDC budgets include economic development “Projects,” as defined by Texas Local Govt. Code Chapter 505 *Type B Corporations*. EDC FYE 2024 “Projects” include the following expenditures: Maintenance & Operating; Interest & Sinking (Debt Service); Reimbursement to City of Helotes for 2015 Certificate of Obligation Debt related to infrastructure projects that promoted, encouraged, and enhanced the creation of jobs and the expansion of the local sales and property tax base; Personnel & Benefits; Office Rental; Memberships; Audit Fees; Conferences, Workshops & Seminars; Legal & Financial Fees; Conceptual Design / Land Use Planning; Marketing; Special Event Marketing; Website(s) Development & Maintenance; Managed Services Agrmt. w/ City; Old Town Helotes Parking Lot Lease Agrmt.; Visitor Center; Land Acquisition; Ch. 380 Economic Development Agrmt. Reimbursements; Google 360 Tours; E-Commerce Accelerator Grant; Business Improvement Grant; Retailer & Tenant Improvement Grant; Targeted New Business Development Incentive; and Community Arts Grant Program. [Agenda Item](#)

OPEN SESSION:

3. 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.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

This meeting site is wheelchair-accessible and accessible parking spaces are available in front of the office. In compliance with the Americans with Disabilities Act, the Helotes EDC will provide reasonable accommodations for persons attending the meeting. To better serve you, requests should be received seventy-two (72) hours prior to the meeting. For assistance, contact the Interim Executive Director at 210-695-5910.

CONSENT AGENDA (ITEM NOS. 4 – 6):

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.

4. Approval of the minutes of the Regular Meeting dated July 19, 2023. [Agenda Item](#)
5. Approval of the HEDC (FYE) 2023 Revenue and Expense Report dated August 11, 2023. [Agenda Item](#)
6. Approval of the EDC Quarterly Investment Report for the quarter ending June 30, 2023. [Agenda Item](#)

COMMITTEE REPORTS:

7. Update from HEDC standing committees to include the following:
 - Executive Committee;
 - Finance Committee;
 - Governance Committee; and
 - Building Evaluation Committee.

ITEMS FOR INDIVIDUAL CONSIDERATION:

8. Presentation of and discussion on the Proposed FYE 2023-2024 HEDC Operating Budget submitted by the HEDC Finance Committee. [Agenda Item](#)
9. Discussion of and action on adopting the FYE 2024 Strategic Work Plan submitted by the HEDC Governance Committee. [Agenda Item](#)
10. Discussion of and direction on allocating funding for City of Helotes park improvement to include new playground equipment and/or dog park facilities. [Agenda Item](#)
11. Discussion of and action on amending a Sublease Agreement with the Helotes Area Chamber of Commerce for shared office space located at 12682 FM 1560 W., Suite 105, Helotes Texas, 78023. [Agenda Item](#)
12. Discussion of and action on an agreement with GIS Planning for selected hosted software elements to include commercial building database, demographic mapping, and similar services. [Agenda Item](#)
13. Discussion of and action on selecting a design for pole signage located at 14392 Old Bandera Road. [Agenda Item](#)
14. Discussion of and action on submitting letters of recommendation to City Council for the reappointment of Melissa Benavides, John Kodosky, Jeff Felty, and Joel Lutz to the Helotes Economic Development Corporation Board of Directors; as required by the HEDC Bylaws Article Two: Section 2.1(e). [Agenda Item](#)

STAFF REPORT:

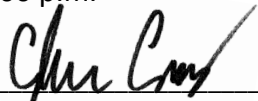
15. Update on HEDC projects to include the following:
- Visitor and Business Center; and
 - Arts Grant.

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 August 11, 2023 at 4:00 p.m.



Glenn Goolsby
Executive Director



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: August 16, 2023**

- AGENDA PLACEMENT:** **PUBLIC HEARING**
 CONSENT
 STAFF/COMMITTEE REPORT
 INDIVIDUAL
 CLOSED

CAPTION:

Public Hearing on proposed Maintenance & Operating, Interest & Sinking, and Capital budgets for Fiscal Year Ending (FYE) 2024. Proposed EDC budgets include economic development "Projects," as defined by Texas Local Govt. Code Chapter 505 Type B Corporations. EDC FYE 2024 "Projects" include the following expenditures: Maintenance & Operating; Interest & Sinking (Debt Service); Reimbursement to City of Helotes for 2015 Certificate of Obligation Debt related to infrastructure projects that promoted, encouraged, and enhanced the creation of jobs and the expansion of the local sales and property tax base; Personnel & Benefits; Office Rental; Memberships; Audit Fees; Conferences, Workshops & Seminars; Legal & Financial Fees; Conceptual Design / Land Use Planning; Marketing; Special Event Marketing; Website(s) Development & Maintenance; Managed Services Agrmt. w/ City; Old Town Helotes Parking Lot Lease Agrmt.; Visitor & Business Center; Land Acquisition; Ch. 380 Economic Development Agrmt. Reimbursements; Google 360 Tours; E-Commerce Accelerator Grant; Business Improvement Grant; Retailer & Tenant Improvement Grant; Targeted New Business Development Incentive; Community Arts Grant Program; and Park and Playground Equipment.

EXECUTIVE SUMMARY:

This is the only Public Hearing the HEDC will hold on the Proposed FY 2023 - 2024 HEDC Operating Budget. Helotes City Council will also hold two Public Hearings on August 24, 2023 and September 14, 2023. The budget will subsequently be approved by the HEDC on September 20, 2023 and by City Council on September 21, 2023.

ATTACHMENTS:

Attachment A: Affidavit of Publication for Notice of Public Hearing

PREPARED BY: Glenn Goolsby, Executive Director

San Antonio Express - News
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, a Newspaper Representative for the Hearst Newspapers, LLC – dba: San Antonio Express - News, a newspaper published in COUNTY OF BEXAR County, Texas and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to wit:

Customer ID	Customer	Order ID	Publication	Pub Date
20063822	HELOTES ECONOMIC DEVELOPMENT	34288657	SAE Express-News	08/04/23

Monica Mendoza

Newspaper Representative Signature

Monica Mendoza

Newspaper Representative Printed Name

Sworn and subscribed to before me, this 4 day of August A.D. 2023.

Erika Acevedo

Notary Public in and for the State of Texas



NOTICE OF PUBLIC HEARINGS

Helotes Economic Development Corp. (EDC) will hold a Public Hearing on Aug. 16, 2023 at 7 pm CST at 12951 Bandera Rd., Helotes, TX 78023 on proposed Maintenance & Operating, Interest & Sinking, and Capital budgets for Fiscal Year Ending (FYE) 2024. City Council will hold Public Hearings on the same at the same location and time on Aug. 24 and Sept. 14, 2023. Proposed EDC budgets include economic development "Projects," as defined by Texas Local Govt. Code Chapter 505 Type B Corporations. Proposed EDC budgets are posted on www.helotesedc.com.

EDC FYE 2024 "Projects" include the following expenditures: Maintenance & Operating; Interest & Sinking (Debt Service); Reimbursement to City of Helotes for 2015 Certificate of Obligation Debt related to infrastructure projects that promoted, encouraged, and enhanced the creation of jobs and the expansion of the local sales and property tax base; Personnel & Benefits; Office Rental; Memberships; Audit Fees; Conferences, Workshops & Seminars; Legal & Financial Fees; Conceptual Design / Land Use Planning; Marketing; Special Event; Website(s) Development & Maintenance; Managed Services Agrmt. w/ City; Old Town Helotes Parking Lot Lease Agrmt.; Visitor & Business Center; Land Acquisition; Ch. 380 Economic Development Agrmt. Reimbursements; Google 360 Tours; E-Commerce Accelerator Grant; Business Improvement Grant; Retailer & Tenant Improvement Grant; Targeted New Business Development Incentive; Community Arts Grant Program; and Park and Playground Equipment.



REGULAR MEETING MINUTES

The City of Helotes Economic Development Corporation (EDC) Board of Directors met for a Regular Meeting on Wednesday, July 19, 2023 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
 Joel Lutz Melissa Benavides
 Jeff Felty Marian Mendoza, Ex-Officio

Staff: Glenn Goolsby, Executive Director

Absent:

1. Call to Order.

President Lopez called the meeting to order at 7:03 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.

Ryan Othman with MNO Partners presented his firm's plan to develop approximately 20 acres into a mixed-use village to include 5 acres of commercial space with pickleball and splash pad along with a 366-unit apartment complex.

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 John Kodosky, second by Greg Hayden to approve Items 3 and 4 as written. The motion carried unanimously.

3. ***Approval of the Regular Meeting Minutes dated June 21, 2023.**
4. ***Approval of the HEDC Fiscal Year Ending (FYE) 2023 Revenue and Expense Report dated July 14, 2023.**

COMMITTEE REPORTS:

5. **Update from HEDC standing committees to include the following:**
 - **Executive Committee;** - No update
 - **Finance Committee;** - Melody stated all June expenditures had been approved and that the deadline for submitting projects for the Public Notice is Friday, July 21st.
 - **Governance Committee;** - No update
 - **Building Evaluation Committee** – Glenn reported that he had contracted with an architect to develop a floor plan.

ITEMS FOR INDIVIDUAL CONSIDERATION:

6. **Discussion of and action on an application made by Dipesh Patel for Playa Bowls SA to approve a grant reimbursement request under the Retailer and Commercial Tenant Improvement Incentive Program.**

Motion was made by Jeff Felty, second by John Kodosky to discuss and act on the item as written.

Dipesh Patel stated he was requesting the \$20,000 grant to assist with bringing Playa Bowls to Helotes at 9708 Business Pkwy Ste 102, Helotes, TX 78023. This would be the franchise's third location in Bexar County. He anticipates the construction cost to be approximately \$250,000.

Motion to approve the item as written carried unanimously.

7. **Discussion of and action on redesigning a pole sign located at 14392 Old Bandera Road.**

Motion was made by Joel Lutz, second by Melissa Benavides to discuss and act on the item as written.

Glenn Goolsby reviewed comments received from meetings with the Planning and Zoning Commission and City Council who overwhelmingly request the HEDC reconsider the verbiage and include Old Town Helotes on the signage. The HEDC Board did not approve of the revised signage as presented and felt the sign should reflect all of Helotes and not just Old Town. Direction was given to bring back alternative designs at the next meeting.

Motion failed; 6-nays.

8. **Discussion of and action on approval of sponsorship for the 2023 Helotes Chamber's 0.5K in Old Town Helotes.**

Motion was made by John Kodosky, second by Greg Hayden to discuss and act on the item as written.

Janice Morfin with the Helotes Chamber presented the sponsorship opportunities for the Helotes 0.5K and requested the HEDC consider the Ultimate Procrastinator at \$3,500.

Motion to approve the sponsorship at an amount not to exceed \$3,500 carried unanimously.

STAFF REPORT:

9. **Update on HEDC projects to include the following:**
- **E-Commerce Grant;**
 - **Tenant Improvement Grant;**
 - **Arts Grant; and**
 - **Visitor and Business Center.**

Glenn Goolsby reviewed the status of current applicants and recent inquiries.

President Lopez adjourned the meeting at 7:47 p.m.

Glenn Goolsby
Executive Director

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: AUGUST 10TH, 2023

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	3,544,200.00	0.00	1,918,780.86	1,625,419.14	54.14
MISCELLANEOUS REVENUE	<u>518,985.00</u>	<u>0.00</u>	<u>113,766.77</u>	<u>405,218.23</u>	<u>21.92</u>
TOTAL REVENUES	4,063,185.00	0.00	2,032,547.63	2,030,637.37	50.02
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	<u>4,063,185.00</u>	<u>10,000.40</u>	<u>1,660,140.35</u>	<u>2,403,044.65</u>	<u>40.86</u>
TOTAL EXPENDITURES	4,063,185.00	10,000.40	1,660,140.35	2,403,044.65	40.86
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(10,000.40)	372,407.28	(372,407.28)	0.00

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: AUGUST 10TH, 2023

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	3,530,000.00	0.00	1,907,044.06	1,622,955.94	54.02
401-3150 MIXED BEVERAGE	10,000.00	0.00	8,236.80	1,763.20	82.37
401-3160 SUBLEASE HELOTES CHAMBER	<u>4,200.00</u>	<u>0.00</u>	<u>3,500.00</u>	<u>700.00</u>	<u>83.33</u>
TOTAL NON-PROPERTY TAXES	3,544,200.00	0.00	1,918,780.86	1,625,419.14	54.14
<u>MISCELLANEOUS REVENUE</u>					
406-1010 INTEREST	7,000.00	0.00	111,682.77 (104,682.77)	1,595.47
406-1011 MISCELLANEOUS	0.00	0.00	2,084.00 (2,084.00)	0.00
406-1035 USE OF FUND BALANCE	0.00	0.00	0.00	0.00	0.00
406-1060 TRANSFERS IN/OUT	<u>511,985.00</u>	<u>0.00</u>	<u>0.00</u>	<u>511,985.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS REVENUE	518,985.00	0.00	113,766.77	405,218.23	21.92
<hr/>					
TOTAL REVENUES	4,063,185.00	0.00	2,032,547.63	2,030,637.37	50.02
	=====	=====	=====	=====	=====

CITY OF HELOTES
REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: AUGUST 10TH, 2023

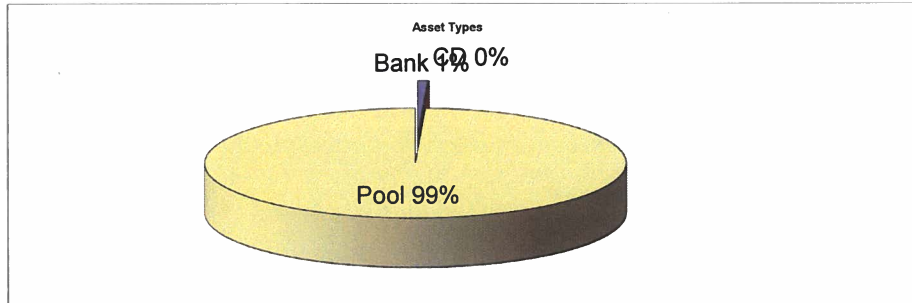
05 -ECONOMIC DEVELOPMENT CORP
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>					
510-5101 SALARIES	90,000.00	3,442.30	74,730.76	15,269.24	83.03
510-5111 LONGEVITY	1,580.00	0.00	1,580.00	0.00	100.00
510-5113 BENEFITS	<u>23,994.00</u>	<u>501.37</u>	<u>18,234.01</u>	<u>5,759.99</u>	<u>75.99</u>
TOTAL PERSONNEL	115,574.00	3,943.67	94,544.77	21,029.23	81.80
<u>CONTRACTUAL SERVICES</u>					
510-5201 MEMBERSHIPS, DUES & LICENSES	16,000.00	455.00	14,499.88	1,500.12	90.62
510-5202 AUDIT FEES	3,600.00	0.00	3,600.00	0.00	100.00
510-5203 SCHOOLS, SEMINARS, CONFERENCES	3,200.00	0.00	0.00	3,200.00	0.00
510-5204 INTL. CONF. SHOPPING CENTERS	3,200.00	0.00	0.00	3,200.00	0.00
510-5205 BANK FEES	1,000.00	0.00	0.00	1,000.00	0.00
510-5206 LEGAL FEES / MDD CREATION	7,500.00	0.00	2,104.00	5,396.00	28.05
510-5207 FACADE/TENANT IMPROVEMENT	150,000.00	0.00	35,754.92	114,245.08	23.84
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	546.00	2,454.00	18.20
510-5211 MARKETING / TOURISM	80,000.00	4,550.00	43,029.92	36,970.08	53.79
510-5212 WEBSITE DEV. & MAINTENANCE	15,000.00	500.00	7,660.00	7,340.00	51.07
510-5214 MANAGED SVCS. AGREEMENT	30,000.00	0.00	30,000.00	0.00	100.00
510-5215 DEBT SERVICE	330,661.00	0.00	330,661.00	0.00	100.00
510-5217 LAND ACQUISITION/DUE DILIGENCE	250,000.00	0.00	0.00	250,000.00	0.00
510-5223 BUSINESS IMPROVEMENT GRANTS	80,000.00	0.00	9,600.00	70,400.00	12.00
510-5224 OFFICE RENTAL	14,200.00	0.00	11,800.00	2,400.00	83.10
510-5225 OTHSD PARKING LOT LEASE	5,800.00	0.00	4,499.27	1,300.73	77.57
510-5228 VISITOR CENTER	50,000.00	0.00	0.00	50,000.00	0.00
510-5230 MARKETING/CITY EVENTS	50,000.00	0.00	50,000.00	0.00	100.00
510-5231 CAPITAL IMPROVEMENTS	25,000.00	0.00	0.00	25,000.00	0.00
510-5232 ARTS GRANT	50,000.00	0.00	0.00	50,000.00	0.00
510-5233 NEW DEVELOPMENT INCENTIVE	<u>400,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>400,000.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	1,598,161.00	5,505.00	543,754.99	1,054,406.01	34.02
<u>COMMODITIES</u>					
510-5301 OFFICE SUPPLIES	3,000.00	0.00	39.99	2,960.01	1.33
510-5302 OPERATIONAL EXPENSES	20,000.00	551.73	6,493.69	13,506.31	32.47
510-5305 COMMUNICATION EQUIPMENT	1,200.00	0.00	1,047.74	152.26	87.31
510-5326 EXPENSE REIMBURSEMENT	250.00	0.00	0.00	250.00	0.00
510-5333 380 AGREEMENT REIMBURSEMENTS	<u>2,000,000.00</u>	<u>0.00</u>	<u>689,259.17</u>	<u>1,310,740.83</u>	<u>34.46</u>
TOTAL COMMODITIES	2,024,450.00	551.73	696,840.59	1,327,609.41	34.42
<u>CAPITAL OUTLAY</u>					
510-5503 TRANSFER OUT	<u>325,000.00</u>	<u>0.00</u>	<u>325,000.00</u>	<u>0.00</u>	<u>100.00</u>
TOTAL CAPITAL OUTLAY	325,000.00	0.00	325,000.00	0.00	100.00
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TOTAL ADMINISTRATION	4,063,185.00	10,000.40	1,660,140.35	2,403,044.65	40.86
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TOTAL EXPENDITURES	4,063,185.00	10,000.40	1,660,140.35	2,403,044.65	40.86
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REVENUES OVER/(UNDER) EXPENDITURES	0.00	(10,000.40)	372,407.28	(372,407.28)	0.00

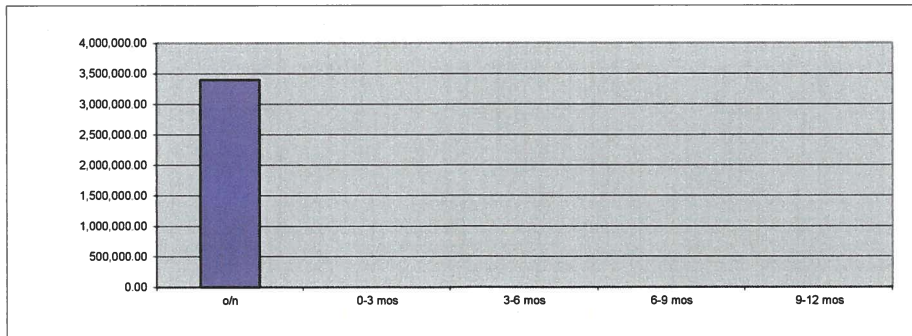
**CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION
 QUARTERLY INVESTMENT REPORT SUMMARY
 PERIOD ENDING 06/30/2023**

Beginning Book Value	\$ 3,003,897.57
Beginning Market Value	\$ 3,003,897.57
Beginning Weighted Average Maturity	0 days
Beginning Yield	4.5900%
Ending Book Value	\$ 3,397,016.62
Ending Market Value	\$ 3,397,016.62
Ending Weighted Average Maturity	0 days
Ending Yield	5.1100%
Unrealized Gain/(Loss)	\$ -
Change in Market Value	\$ 393,119.05
Benchmark Yield (6 Mth. T-Bill)	5.0000%

Allocation by Type of Investment



Allocation by Maturity Date



**CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION
 QUARTERLY INVESTMENT REPORT**

as of
06/30/23

Purchase Date	Security	Coupon or Avg. Rate	Quarter Ending Date	Yield	Par	Price	Days to Maturity	Beginning Book	Beginning Market	Ending Book	Ending Market	Change in Market	Period Earnings
	Bank Checking Accounts												
N/a	Frost Operating Fund	0.1200%	06/30/23	0.1200%	\$25,321.80	100.000	0	\$ 71,889.34	\$ 71,889.34	\$ 25,321.80	\$ 25,321.80	\$ (46,567.54)	\$ 60.60
	Subtotal Checking Accounts				\$ 25,321.80			\$ 71,889.34	\$ 71,889.34	\$ 25,321.80	\$ 25,321.80	\$ (46,567.54)	\$ 60.60
	Pools												
N/a	LOGIC Operating Fund	5.1500%	06/30/23	5.1500%	\$3,371,684.82	100.000	0	\$2,931,981.41	\$2,931,981.41	\$3,371,684.82	\$3,371,684.82	\$ 439,686.59	\$39,686.59
N/a	TexPool Operating Fund	5.1700%	06/30/23	5.1700%	\$26.82	100.000	0	\$ 26.82	\$ 26.82	\$ 26.82	\$ 26.82	\$ -	\$ -
	Subtotal Pools				\$ 3,371,684.82			\$2,932,008.23	\$2,932,008.23	\$3,371,684.82	\$3,371,684.82	\$ 439,686.59	\$39,686.59
	TOTALS				\$ 3,397,016.62			\$3,003,897.57	\$3,003,897.57	\$3,397,016.62	\$3,397,016.62	\$ 393,119.05	\$39,747.19
								Average Weighted Maturity					0 days
								Average Weighted Yield					5.11%
								Average Portfolio Benchmark (6 Mth, T-Bill)					5.00%

This quarterly report has been prepared in compliance with the Public Funds Investment Act and the EDC's Investment Policy.

Notes: Funds are left in the bank depository to pay for bank fees. Bank fees are charged based upon an Earnings Credit Rate (ECR) equal to the prior month's average 91-day T-bill rate + 25 points. The ECR is paid directly to the bank depository. Approx. Apr. ECR = 0.90%; May. ECR = 0.90%; Jun. ECR = 0.90%.

For EDC Capital Fund monies, see City's Quarterly Investment Report dated 06/30/2023

Tabitha Durr 07/19/2023

Investment Officer Date

v2 7 21/23
Investment Officer Date



City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: August 16, 2023

- AGENDA PLACEMENT:** PUBLIC HEARING
 CONSENT
 STAFF/COMMITTEE REPORT
 INDIVIDUAL
 CLOSED

CAPTION:

Presentation of and discussion on the proposed FYE 2023-2024 HEDC Operating Budget submitted by the HEDC Finance Committee.

EXECUTIVE SUMMARY:

The HEDC Finance Committee met on July 26, 2023 to review current and planned revenues and expenditures for the FYE 2023-2024 budget cycle. The Committee has drafted a preliminary budget based on goals approved in the Strategic Work Plan and strived to maintain a balanced budget.

The only Public Hearing by the HEDC will be held on August 16, 2023. Helotes City Council will also hold two Public Hearings on August 24, 2023 and September 14, 2023. The budget will subsequently be approved by the HEDC on September 20, 2023 and by City Council on September 21, 2023.

ATTACHMENTS: Proposed FYE 2024 Operating Budget

PREPARED BY: Glenn Goolsby, Executive Director

FYE 2024 HEDC Draft Operating Budget

05 -401-3140	SALES TAX	3,200,000.00	CR
05 -401-3150	MIXED BEVERAGE	10,000.00	CR
05 -401-3160	SUBLEASE HELOTES CHAMBER	45,000.00	CR
05 -406-1010	INTEREST	120,000.00	CR
05 -406-1011	MISCELLANEOUS	1,000.00	CR
05 -406-1035	USE OF FUND BALANCE	0.00	CR
05 -406-1060	TRANSFERS IN/OUT	0.00	CR
PAGE TOTAL:		3,376,000.00	CR

TOTAL REVENUES: 3,376,000.00CR

05 -510-5101	SALARIES	93,000.00
05 -510-5111	LONGEVITY	1,700.00
05 -510-5113	BENEFITS	25,000.00
05 -510-5201	MEMBERSHIPS, DUES & LICENSES	28,000.00
05 -510-5202	AUDIT FEES	3,700.00
05 -510-5203	SCHOOLS, SEMINARS, CONFERENCES	3,200.00
05 -510-5204	INTL. CONF. SHOPPING CENTERS	2,800.00
05 -510-5205	BANK FEES	967.00
05 -510-5206	LEGAL FEES / MDD CREATION	7,500.00
05 -510-5207	FACADE/TENANT IMPROVEMENT	130,000.00
05 -510-5208	CONC. DESIGN & LAND USE PLANS	10,000.00
05 -510-5210	WORKSHOPS & PROMOTIONS	3,000.00
05 -510-5211	MARKETING / TOURISM	64,300.00
05 -510-5212	WEBSITE DEV. & MAINTENANCE	16,000.00
05 -510-5214	MANAGED SVCS. AGREEMENT	30,000.00
05 -510-5215	DEBT SERVICE	330,683.00
05 -510-5217	LAND ACQUISITION/DUE DILIGENCE	0.00
05 -510-5223	BUSINESS IMPROVEMENT GRANTS	50,000.00
05 -510-5224	OFFICE RENTAL	38,400.00
05 -510-5225	OTHSD PARKING LOT LEASE	6,000.00
05 -510-5228	VISITOR CENTER	250,000.00
05 -510-5230	MARKETING/CITY EVENTS	50,000.00
05 -510-5231	CAPITAL IMPROVEMENTS	20,000.00
05 -510-5232	ARTS GRANT	50,000.00
05 -510-5233	NEW DEVELOPMENT INCENTIVE	300,000.00
05 -510-5301	OFFICE SUPPLIES	5,000.00
05 -510-5302	OPERATIONAL EXPENSES	30,000.00
05 -510-5305	COMMUNICATION EQUIPMENT	1,500.00
05 -510-5326	EXPENSE REIMBURSEMENT	250.00
05 -510-5333	380 AGREEMENT REIMBURSEMENTS	1,500,000.00
05 -510-5503	TRANSFER OUT	325,000.00
05 -510-????	PARK & PLAYGROUND EQUIPMENT	
PAGE TOTAL:		3,376,000.00

TOTAL EXPENDITURES: 3,376,000.00

NET REVENUES/EXPENDITURES: 0.00

City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: August 16, 2023

AGENDA PLACEMENT: PUBLIC HEARING
 CONSENT
 STAFF/COMMITTEE REPORT
 INDIVIDUAL
 CLOSED

CAPTION:

Discussion of and action on adopting the FYE 2024 Strategic Work Plan submitted by the HEDC Governance Committee.

EXECUTIVE SUMMARY:

The Governance Committee has reviewed the FYE 2023 Work Plan and determined the previously identified goals and objectives to still be applicable. Their only recommendation is as follows:

- Make Goal 5, now Goal 3, and modify the objectives to align with the current planned project.

ATTACHMENTS: FYE 2024 Strategic Work Plan

PREPARED BY: Glenn Goolsby, Executive Director

City of Helotes
Economic Development Corporation
FYE 2024 STRATEGIC WORK PLAN

ADMINISTERED BY:



BOARD OF DIRECTORS

Blaine Lopez, President, Place Four
John Kodosky, Vice-President, Place Three
Melody Cooper, Secretary, Place Two
Melissa Benavides, Place One
Jeff Felty, Place Five
Gregory Hayden, Place Six
Joel Lutz, Place Seven
Marian Mendoza, Ex-Officio Board Member

TECHNICAL SUPPORT

Glenn Goolsby, Executive Director

Approved by the HEDC Board of Directors on August ___, 2023

Approved by the City Council on September ___, 2023

TABLE OF CONTENTS

PAGE 3 	EXECUTIVE SUMMARY Mission & Vision Statements and History
PAGE 4 	GOAL 1: Assess and Implement a Targeted Development Program
PAGE 5 	GOAL 2: Business Improvement
PAGE 6 	GOAL 3: Develop a Visitor & Business Center
PAGE 7 	GOAL 4: Implement and Enhance Economic Development Marketing
PAGE 8 	GOAL 5: Advance Local Education and Workforce Development

EXECUTIVE SUMMARY

The **Work Plan** is a living document created by the Helotes Economic Development Corporation (HEDC) Board of Directors to guide future policy decisions and Staff actions. Each year, the HEDC Board of Directors revisits the document to remind itself of the Corporation's mission, vision, history, and goals. The Work Plan constitutes the Annual Plan of the HEDC, mandated by Article IV, Section 4.1 of the HEDC Bylaws, and the Plan must be approved by the City Council on an annual basis.

MISSION STATEMENT

To promote, encourage, and enhance the creation of jobs, the expansion of the local tax base, and our quality of life through projects that assist in the retention and expansion of existing employers and which attract new employers and aid in their development and growth.

VISION STATEMENT

Our vision for Helotes includes a balance of sales and property taxes that takes into account our town's historic roots and unique environment, resulting in an improved quality of life for all Helotes citizens.

HISTORY

The City of Helotes was incorporated in 1981 in an effort by local residents to avoid annexation by the City of San Antonio. The newly-organized City of 1,535 residents rapidly transitioned from a small rural town to a suburban community. The City Council appointed an Economic Development Committee in 1997 to ensure positive growth. In 2002, Helotes citizens approved a ballot initiative to add a half-cent 4B Economic Development Sales Tax. The Helotes Economic Development Corporation (HEDC) was formed in 2003, and the HEDC Board of Directors was tasked with the administration of the dedicated 4B sales tax fund.

Today, the HEDC remains dedicated to thoughtful economic growth and supports public and private investment in projects that improve the City's economic outlook and enhance the quality of life for more than 9,500 Helotes citizens.

GOAL 1 | ASSESS AND IMPLEMENT A TARGETED DEVELOPMENT PROGRAM long-term term goal (2023 – 2028)

PRIORITY ONE:

Assess current market trends and identify opportunities for attracting new developments.

PROJECTS

- Survey development trends and identify any opportunities.
- Evaluate unmet community needs and target those sectors.
 - Determine community needs and wants through public outreach efforts.
 - Consider working with a third party to conduct surveys
 - Identified needs include (restaurants, breweries, distilleries, entertainment, office, etc.)
- Work with property owners, brokers, and developers to attract new investments.

PRIORITY TWO:

Implement programs to encourage targeted development of restaurants, entertainment concepts, breweries, distilleries, hotels, mixed-use concepts, or other uses as identified outreach efforts.

PROJECTS

- Designate and coordinate investments into opportunity areas.
- Develop a toolbox to support economic development efforts.
 - Targeted incentives to attract desired developments
 - Continue the Tenant Improvement Grant Program
 - Infrastructure grants
 - Permit fee reductions paid by either City or HEDC
 - Fast track permitting program
 - Utilize the City's impact fee credits
- Identify specific brands/concepts expanding in the surrounding area.
- Connect startups with investors and other capital resources.

GOAL 2 | BUSINESS IMPROVEMENT

short-term term goal (2023 – 2025)

PRIORITY ONE:

Coordinate economic growth efforts by aggregating information and allocating resources to top priorities.

PROJECTS

- Continue communicating with local business leaders to understand those businesses' short-term and long-term needs.
 - Coordinate with Development Services to obtain new business owner contact info.
 - Email business owners when relevant information becomes available.
 - Continue scheduling site visits to stay informed of current needs or issues facing the business community.
- Stay informed of regional and national resources to assist business recovery efforts.
 - Continue to monitor available business resources and disseminate the information.
 - Work with regional partners to learn of new initiatives.
- Continue funding a digital marketing grant to assist small businesses develop or improve their digital presence/website.
- Continue funding for the Helotes Area Chamber of Commerce local gift card give-back program.
- Continue funding for the Google 360 Virtual Tour Program.

GOAL 3 | DEVELOP A VISITOR & BUSINESS CENTER
Short-term goal (2023 – 2025)**PRIORITY ONE:**

Establish a Helotes Visitor & Business Center consisting of office space for the HEDC, Helotes Area Chamber of Commerce, Historical Society of Helotes, and coworking space to use as a business incubator to grow the local economy.

PROJECTS

- Gather potential stakeholders and develop a memorandum of understanding.
- Identify the needs of each entity and create a preliminary site plan.
- Conduct site assessments and determine business needs.
- Oversee construction and finish-out for the new center.
- Develop a marketing plan to promote the new center.
- Manage operations of the coworking space.

**GOAL 4 | IMPLEMENT AND ENHANCE ECONOMIC DEVELOPMENT MARKETING
short-term goal (2023 – 2025)****PRIORITY ONE:**

Enhance external communication of development opportunities in Helotes.

PROJECTS

- Ensure easy access to complete and pertinent development information on City and HEDC websites and through other electronic mediums.
 - Continue to improve HEDC website for a better user experience.
 - Continue utilizing ReSimplifi to update our commercial property database.
- Use social media and other mediums to promote development opportunities.
 - Create posts to promote development/lease opportunities in Helotes.
- Attend tradeshow and similar events to distribute information directly to the development and real estate community.

PRIORITY THREE:

Brand and promote Helotes as a tourism destination.

PROJECTS

- Use social media, print advertising, area partnerships, and other mediums to promote local businesses and events to the surrounding area.
- Create a campaign that promotes what to see/do/eat in Helotes.
- Continue efforts to support and fund signature festivals and events that encourage both local and visitor participation.

GOAL 5 | ADVANCE LOCAL EDUCATION AND WORKFORCE DEVELOPMENT
short-term goal (2023 – 2025)**PRIORITY ONE:**

Foster and manage partnerships to ensure leadership and workforce development needs are met.

PROJECTS

- Maintain partnerships with area affiliates.
- Assist and/or coordinate educational programs that support existing business owners. Partners may include the following:
 - Helotes Area Chamber of Commerce;
 - Northside ISD
 - UTSA Small Business Development Center;
 - Bexar County Small Business & Entrepreneurship Dept.
 - Alamo Workforce Solutions;
 - Alamo Area Council of Governments;
 - National Association of the Self-Employed;
 - National Association of Women Business Owners; and
 - U.S. Small Business Administration.
- Guide area business owners to tools and resources that will help them grow their business.



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: August 16, 2023**

- AGENDA PLACEMENT:**
- PUBLIC HEARING
 - CONSENT
 - STAFF/COMMITTEE REPORT
 - INDIVIDUAL
 - CLOSED

CAPTION:

Discussion of and direction on allocating funding for City of Helotes park improvement to include new playground equipment and/or dog park facilities.

EXECUTIVE SUMMARY:

In response to the growing needs and aspirations of our community, Mayor Rich Whitehead believes additional investments need to be made for the enhancement of our public park spaces, focusing on modern playground equipment and the establishment of a dedicated dog park.

The proposed enhancement of our public park spaces represents an opportunity to transform our community's recreational experience. While the benefits of these enhancements are undeniable, realizing these goals requires financial support. He is seeking funding from the HEDC to ensure the successful execution of these projects. The investment in our parks will yield long-term dividends in terms of community satisfaction, increased property values, and improved quality of life.

ATTACHMENTS: Proposed Projects

PREPARED BY: Glenn Goolsby, Executive Director

Public Works Capital Projects (Not SMP)

City Hall Playground

- City Hall Park Renovation: Public Works is looking to update the City Hall Park to be accessible to children from 1-5 years old.
- The current equipment is outdated, some of it is unsafe, and we are looking to design this City Hall Park to be geared more toward the smaller children, as a safe place for them to enjoy recreation in a semi-shaded area. Most of the traffic we get at this park is younger children and parents, younger school groups, and families having celebrations. We feel safer updated equipment is more suitable for this demographic.



66,000

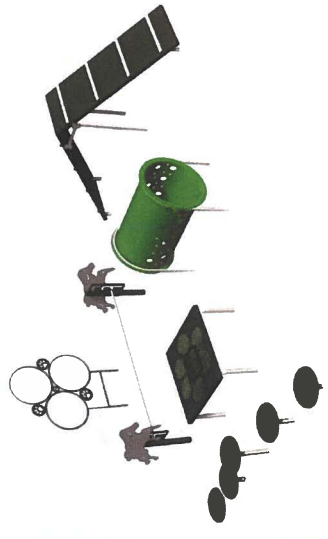
-
- The first step would be to remove the old climbing tower and replace it with a modern playset. For a turn-key playset, we are estimating about 60k. This may come in the form of one all-inclusive playset, or a combination of two smaller playsets to fill any age gaps.
 - We recommend replacing the old wood wall around each playset for safety reasons. The wood gets splinters, and broken pieces that can pose a hazard. We are estimating about 6k to remove and replace them.

PUBLIC WORKS CAPITAL PROPOSED PROJECTS

HELOTES DOG PARK



- Location: Disk Golf and Fitness Park
 - Behind Restrooms, along the walking trail
- Size: 100 FT by 50 FT
 - A 25X25 FT canopy will be centered between the two sides
- Small Dogs: Hoop Jump, Doggie Crawl, Weave Posts and Paws Table
- Large Dogs: Paws Table, Doggie Crawl, Small Hoop Jump, and Weave Posts
- Cost Estimate
 - \$45,000
 - Plus 15%
 - **Total**
 - **\$6,800**
 - **\$51,800**



- The last is to update the aging benches in the park we are estimating another 3k to replace and install new benches. Bringing our total to an estimated \$69,000.

ARPA

Σ Total of Playground
+ benches



\$ 3,000

School Zone Towers

- Public Works is also looking to replace the City of Helotes's aging school zone towers. The current school tower system we have cannot be serviced by modern computers when the two older laptops that Public Works if they stop working we will not be able to update the towers. The City of Helotes has 6 towers in total. Update the system would cost us an estimated \$15,000.



City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: August 16, 2023

- AGENDA PLACEMENT:**
- PUBLIC HEARING
 - CONSENT
 - STAFF/COMMITTEE REPORT
 - INDIVIDUAL
 - CLOSED

CAPTION:

Discussion of and action on amending a Sublease Agreement with the Helotes Area Chamber of Commerce for shared office space located at 12682 FM 1560 W., Suite 105, Helotes Texas, 78023.

EXECUTIVE SUMMARY:

The HEDC entered into a Sublease Agreement with the Helotes Area Chamber of Commerce on September 16, 2020 for utilization of shared office space with the HEDC. The contract allowed for two successive one-year term renewals, which expire on September 30, 2023. Staff is recommending amending the terms of the agreement to allow a month-to-month lease due to the renovations planned for the existing lease space and increasing the monthly rent to \$500.

ATTACHMENTS: Proposed Sublease Agreement

SUBMITTED BY: Glenn Goolsby, Executive Director

Sublease Agreement

Basic Information

Date: August 16, 2023

Tenant: **CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION**
12951 Bandera Road
Helotes, Bexar County, Texas 78023

Subtenant: **HELOTES AREA CHAMBER OF COMMERCE**
12682 F.M. 1560, Ste. #105
Helotes, Bexar County, Texas 78023

Subleased Premises: Approximately 468 square feet out of Tenant's 1,000 sq. ft. of total leased space located in the Shopping Center at 12682 F.M. 1560 West, Suite 105, Helotes, Bexar County, Texas; and as depicted in floor plan attached as **Exhibit "A"** of this Agreement

Sublease Commencement Date: October 1, 2023

Sublease Term/Expiration Date: The term of this Sublease shall begin on October 1, 2023 and will continue as a month-to-month tenancy, unless terminated by either party with thirty (30) days' written notice to the other party.

Sublease Rent: FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) due and payable on or before the first (1st) day of each month during the term of this Sublease.

Place of Payment: City of Helotes Economic Development Corporation 12951 Bandera Road
Helotes, Texas 78023

Base Lease:

Date: July 13, 2023

Landlord: Douglas B. Deptuch, as Manager for E. Deptuch and Son #1, LLC

Tenant: City of Helotes Economic Development Corporation

Premises: Approximately 1,000 square feet of total leasable space in the Shopping Center located at 12682 F.M. 1560 West Suite 105, Helotes, Bexar County, Texas.

Permitted Sublease Use:

The Subleased Premises will be used by Subtenant under the terms of this Sublease for use and occupancy as corporate office space to conduct the operations of Subtenant. Subtenant shall not use the Subleased Premises for any other purpose or in any manner that could increase risks covered by insurance or cause cancelation of any insurance as provided under the Base Lease.

Subtenant’s use of the Subleased Premises includes the use of the common area for Subtenant’s Board of Directors meetings once a month and other Subtenant business (or as required) *provided* that Tenant does not have a need for the space at that time.

The Subleased Premises shall not be used for membership meetings or large functions due to limited parking. Subtenant’s Board Members and visitors to the Subleased Premises may park at the Helotes Municipal Complex parking area but are discouraged from parking in any of the six (6) “visitor” spaces directly in front of City Hall.

Subtenant will be provided with one (1) access key to the Subleased Premises. Possession of the access key is limited to a single Subtenant employee so Subtenant’s Board Members and general membership will not have access to the Subleased Premises except during regular business hours of Tenant. Subtenant may not make copies of the provided access key so that only the designated Subtenant employee having possession of the access key will be the only person having authorized access to the Subleased Premises during regular business hours or at other times with prior approval from the EDC.

A. Tenant’s Obligations

A.1. Subtenant agrees to—

A.1.a. Sublease the Subleased Premises for the Sublease Term beginning on the Sublease Commencement Date and ending on the Sublease Expiration Date.

A.1.b. Pay the Sublease Rent to Tenant in advance of or on the first day of each month. The Sublease Rent is comprised of the following: rent of the office space, quarterly AC service and maintenance, cleaning service, electricity and miscellaneous supplies and services.

If the Sublease Rent is not paid to Tenant by the fifth (5th) day of the month, Subtenant will pay a late charge in the amount of \$25.00 plus an amount equal to 5% of the monthly rent for each day thereafter until the monthly rent is paid. Subtenant shall also pay \$25.00 for each returned check.

A.1.c. Accept the Subleased Premises in its present condition “AS IS,” the Subleased Premises being currently suitable for the Permitted Use.

A.1.d. Obey all laws relating to Subtenant’s use of the Subleased Premises and terms of the Base Lease as they apply to the Subleased Premises.

A.1.e. Vacate the Subleased Premises and return all keys to the Subleased Premises on expiration or termination of this sublease.

***A.1.f.* INDEMNIFY, DEFEND, AND HOLD HARMLESS LANDLORD, TENANT AND TENANT’S AGENTS FROM ANY INJURY (AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY’S FEES AND OTHER FEES AND COURT AND OTHER COSTS) OCCURRING IN ANY PORTION OF THE SUBLEASED PREMISES. THE INDEMNITY CONTAINED IN THIS PARAGRAPH (I) IS INDEPENDENT OF SUBTENANT’S INSURANCE, (II) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS’ COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (III) WILL SURVIVE THE END OF THE SUBLEASE TERM, AND (IV) WILL APPLY EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT OR TENANT’S AGENTS, BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR TENANT’S AGENTS.**

A.1.g. Maintain liability insurance for the Subleased Premises and the conduct of Subtenant’s business, with Tenant named as an additional insured, in the amounts stated in the Base Lease.

A.1.h. Maintain insurance on Subtenant’s personal property.

A.1.i. Deliver certificates of insurance to Tenant before the Sublease Commencement Date and thereafter when requested.

***A.2.* Subtenant agrees not to—**

A.2.a. Use the Subleased Premises for any purpose other than the Permitted Sublease Use.

A.2.b. Use the Subleased Premises for membership meetings or large functions due to limited parking. Subtenant’s Board Members and visitors to the Subleased Premises may park at the Helotes Municipal Complex parking are discourage from parking in any of six (6) visitor parking spaces directly in front of City Hall.

A.2.c. Make duplicate copies of the access key provided to Subtenant by Tenant.

A.2.d. Create a nuisance.

A.2.e. Interfere with any other Tenant's normal business operations or Tenant's management of the remainder of Tenant's leasehold.

A.2.f. Use the Subleased Premises in any way that is hazardous, would increase insurance premiums, and/or would void insurance on the building.

A.2.g. Change Tenant's lock system.

A.2.h. Alter the Subleased Premises.

A.2.i. Allow a lien to be placed on the Subleased Premises.

A.2.j. Assign this sublease or sublease any portion of the Subleased Premises.

B. Tenant's Obligations

Tenant agrees to—

B.1. Sublease the Subleased Premises to Subtenant for the Sublease Term. Pursuant to Section 11 *Assignment and Subletting* of the Base Lease, Tenant has received prior written consent to sublease the Subleased Premises to Subtenant as reflected in **EXHIBIT A** attached hereto and incorporated herein for all purposes.

B.2. Comply with Tenant's obligations under the Base Lease.

B.3. Enforce Tenant's obligations under the Base Lease.

B.4. Make available to the Subleased Premises all services and rights provided under the Base Lease.

B.5. Obey all laws relating to Subtenant's operation of the Subleased Premises.

C. General Provisions

Tenant and Subtenant agree to the following:

C.1. Defaults by Subtenant are (a) failing to pay timely Sublease Rent, (b) abandoning or vacating a substantial portion of the Subleased Premises, and (c) failing to comply within ten (10) days after written notice with any provision of the Base Lease or sublease other than the defaults set forth in (a) or (b).

C.2. Tenant's remedies for Subtenant's default are to (a) enter and take possession of the Subleased Premises, (b) enter the Subleased Premises and perform Subtenant's obligations, and (c) terminate this sublease by written notice and sue for damages.

C.3. Default by Subtenant is failing to comply with any provision of this sublease within thirty (30) days after written notice or for such lesser period provided in the Base Lease.

C.4. Subtenant's remedy for Tenant's default is to sue for damages and, if the default is the failure to enforce Tenant's obligations under the Base Lease to provide services reasonably necessary for Subtenant to occupy the Subleased Premises, terminate the Sublease.

C.5. This sublease is subordinate to the Base Lease, a copy of which Subtenant acknowledges as receipt.

C.6. Tenant may retain, destroy, or dispose of any property left in the Subleased Premises at the end of the Sublease Term.

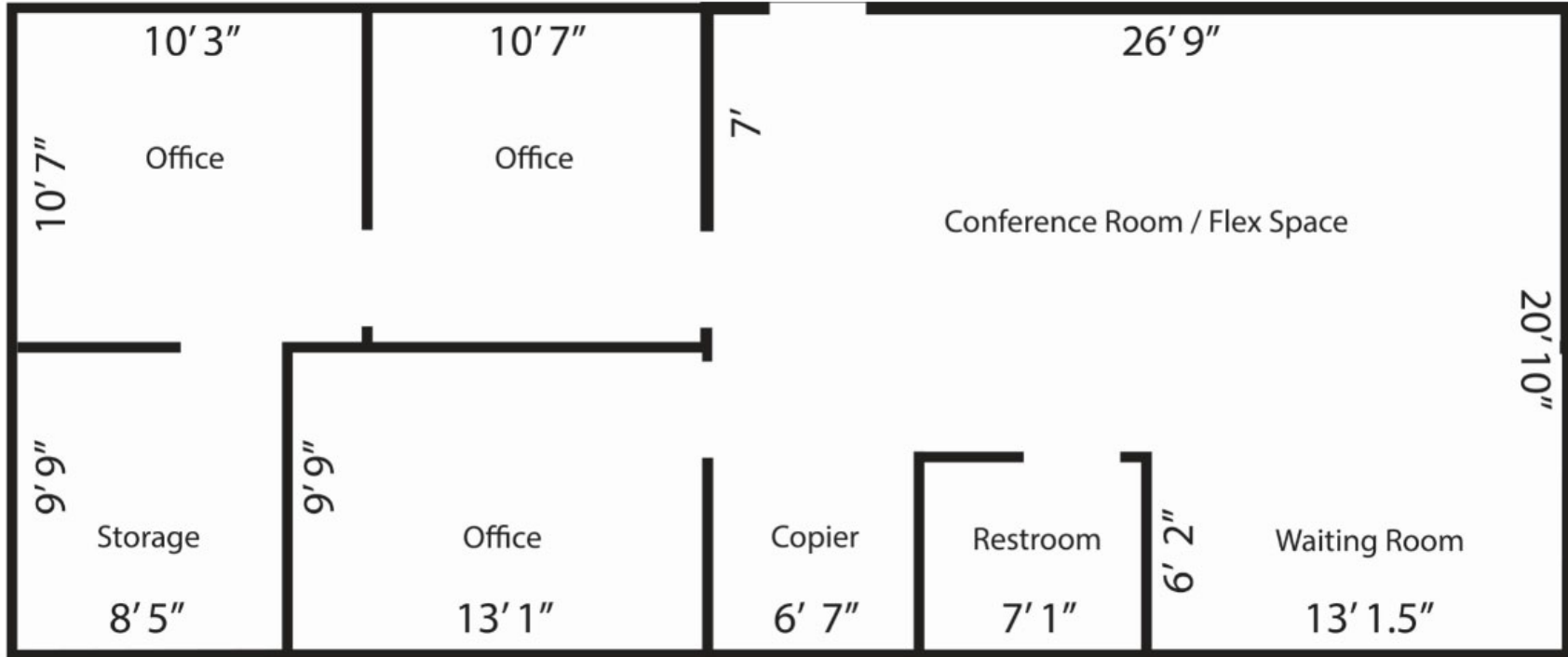
C.7. Subtenant has all the rights of Tenant under the Base Lease as to Subtenant.

C.8. If either party retains an attorney to enforce this sublease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

This Lease Agreement EXECUTED on the date(s) indicated below is EFFECTIVE on the Sublease commencement date.

<p>TENANT:</p> <p>CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION</p> <p>By: _____ Glenn Goolsby, Executive Director</p> <p>Date: _____</p>	<p>SUBTENANT:</p> <p>HELOTES AREA CHAMBER OF COMMERCE</p> <p>By: _____ Austin Lane, Chairman</p> <p>Date: _____</p>
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Exhibit A



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: August 16, 2023**

AGENDA PLACEMENT:

- PUBLIC HEARING
- CONSENT
- STAFF/COMMITTEE REPORT
- INDIVIDUAL
- CLOSED

CAPTION:

Discussion of and action on an agreement with GIS Planning for selected hosted software elements to include commercial building database, demographic mapping, and similar services.

EXECUTIVE SUMMARY:

The HEDC has utilized services provided by GIS Planning since 2019. Each year there have been cost increases as well as adding additional services that staff and the Board have deemed beneficial. The proposed rate increase for FY24 would be approximately \$12,000. The Executive Committee has requested the item be discussed by the Board of Directors before the auto-renewal takes effect.

Staff sees this particular software as providing a pivotal role in allowing decision-makers easy access to valuable information vital to their location decision. The software contributes to business intelligence and market analysis providing better demographic insights to our community. Continued support allows the HEDC to enhance other available tools and resources and maintain a competitive edge.

ATTACHMENTS:

Attachment A: Screenshot of the application

Attachment B: Current Agreement

PREPARED BY: Glenn Goolsby, Executive Director



DEMOGRAPHIC



COMMUNITY PROFILE

WORKFORCE

Helotes, TX



People

The total population of Helotes is 9,210. The median age is 38.42

9,210

Total Population



49.42%

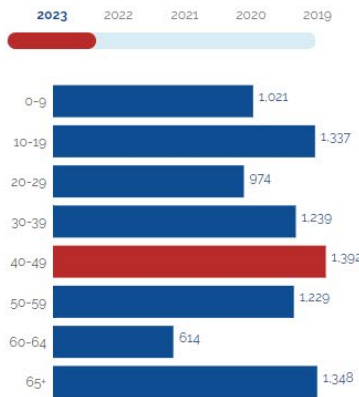
Male



50.58%

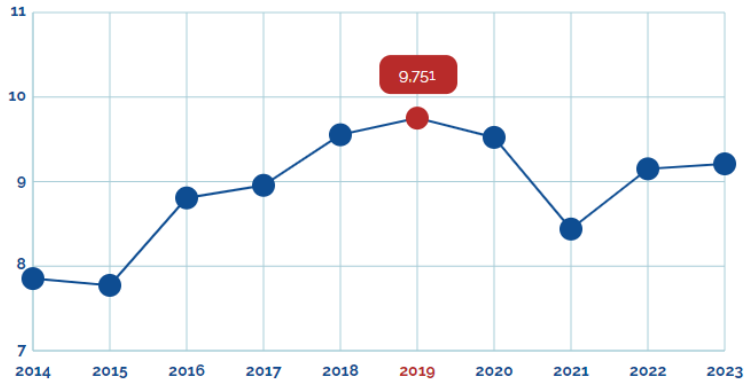
Female

Age Distribution



Median Age

38



Educational Attainment

59.07% of the population in Helotes have an associate's degree or higher. 48.16% have a Bachelor's degree or higher.



< Grade 9
1.81%



Grade 9-12
1.81%



High School
16.07%



Some College
21.26%



Assoc Degree
10.91%



Bach Degree
30.49%



Grad Degree
17.67%



offer associate's Degree or Certificate



offer Bachelor's Degree or Higher

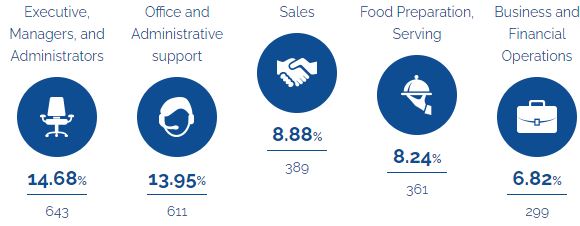
Helotes has a labor force of 5,193 people.

5,193

Labor Force

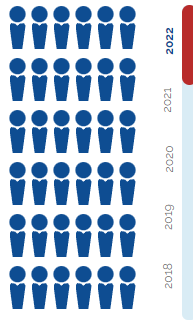
Talent

What are the largest job counts by occupation?



Total Employees

4,312



The work distribution of total employees in Helotes is:



Total Establishments

494

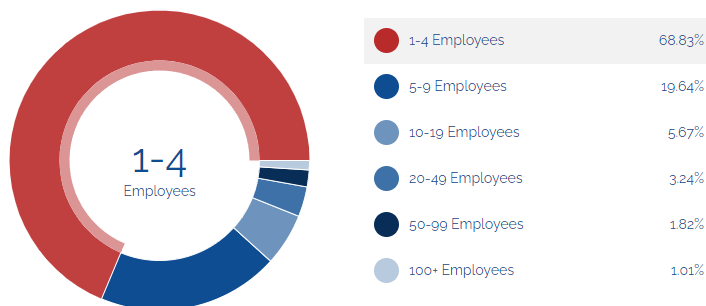


Businesses and Jobs

Helotes has a total of 494 businesses. In 2023, the leading industries in Helotes were .

What are the top industries by jobs?

How many employees do businesses in Helotes have?



Households in Helotes earn a median yearly income of \$101,055. 50.42% of the households earn the national average each year. Household expenditures average \$90,836 per year. The majority of earnings get spent on Shelter, Transportation, Food and Beverages, Health Care, and Utilities. [Download Image](#)

\$101,055

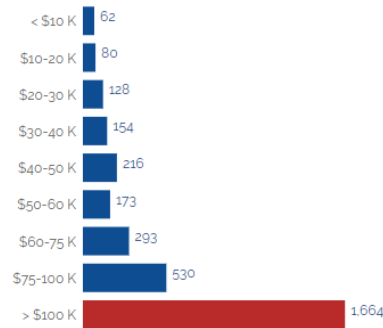
Median Household Income

51% more than the county

40% more than the state

34% more than the nation

Income Distribution



How do people spend most of their money?
PER HOUSEHOLD



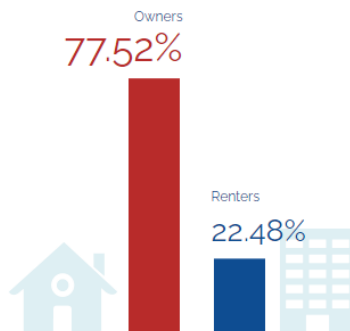
\$90,836

Median Household Expenditure

Housing

There are 55% more households who own their homes than there are renters.

Owners vs. Renters



February 2, 2021

Mr. Glenn Goolsby
Assistant Director of Economic Development
City of Helotes Economic Development Corporation
12682 Old F.M. 1560, Suite 105
Helotes, TX 78023

Dear Mr. Goolsby

GIS Planning Inc. ("GIS") License Agreement ("the Agreement")

In reference to the Agreement dated February 25, 2019. Pursuant to clause 16.2 of the Terms and Conditions of the Agreement, this letter amends the Terms and Conditions of the Agreement so that the Client's Service includes these additional Service Elements (the "Additional Service Elements") as follows:

1. ReSimplifi property data feed

Client shall pay to GIS as consideration for the provision of the Additional Service Elements with the First Year set at \$2,990 and Second Year Renewal option of \$3,500 Fees as set out in GIS' Invoice.

Client will be invoiced in full, pro-rated annual Fee of \$2,990 for the first year and \$3,500 for second year renewal, excluding any applicable taxes, relating to the Additional Service Elements being provided under the Agreement on the date GIS signs this letter, following the Client's signature, and payment shall be made in full within 30 days of the date of GIS' invoice.


The Client will gain access to the Additional Services from their successful installation date.

Please sign and return a copy of this letter to me to indicate your acceptance of the amendment to the Agreement. By signing this letter, you warrant that you are duly authorised to execute this amendment to the Agreement for and on behalf of the Client.

Signed for and on behalf of Client HEDC Date 2/4/21
Name: [Signature] Marian Mendoza
Title: 2/4/21

Signed for and on behalf of GIS Planning Jeff Suneson Date 2/5/2021
Name: Pablo Monzon
Title: Managing Director

GIS PLANNING LICENSE AGREEMENT (HOSTED SOFTWARE) – TERM SHEET

PARTIES	
GIS	GIS Planning Inc. with its main place of business as One Hallidie Plaza, Suite 760, San Francisco, CA 94102
CLIENT	City of Helotes TX with its main place of business as 12051 Bandera Road, PO Box 507 , Helotes TX 78023
SERVICE	
Service	ZoomProspector Enterprise License with Google Maps
Service Elements	Sites and Buildings Database Thematic Maps RFI Manager Demographic Mapping and Reports to 60 miles Business Data Demographic Data Marketing and Implementation Plan Intelligence Components
<i>Economic Development Corp. (EDC)</i> <i>12682 Old F.M. 1560</i> <i>PO Box 207</i>	
CLIENT SITE DETAILS	
Geographic Scope	The geographic scope of the Software will cover the geographic boundaries of Helotes Texas, a community with no more than 50,000 people.
FEES	
Initial Fees	\$7,700.00 invoiced as follows: 50% on the Agreement Date of October 1, 2019. 50% thirty days after the Agreement Date.
Renewal Fees	\$7,700.00, with an annual 3% increase, invoiced on each anniversary of the Agreement Date.
OTHER	
Agreement Date	The date that this Agreement has been signed by both parties.
Initial Term	One year from the Agreement Date.
Target Go-Live Date	60 days after the Agreement Date.
Relationship Managers	GIS: Jeff Suneson, Director of Client Services, 916-833-8894, jsuneson@gisplanning.com Client: Glenn Goolsby, Assistant Director of Economic Development, 210-695-5910, ggoolsby@helotes-tx.gov
SPECIAL CONDITIONS (if applicable)	
<p>In the case of conflict or ambiguity between any provision contained in the Term Sheet and any provision contained in the Terms and Conditions attached, the provisions in this Term Sheet will take precedence. Client acknowledges that it has read and agrees to be bound by this Agreement (which includes this Term Sheet and the attached Terms and Conditions). The parties agree that the Agreement will become legally binding when signed on behalf of both parties.</p>	
Signed by: GIS Planning Name: Position: Date:	 Signed by: City of Helotes TX Name: Rick A. Schroeder Position: EDC Executive Director Date: 2/25/19

TERMS AND CONDITIONS

1 DEFINITIONS

- 1.1 These Terms and Conditions together with the Term Sheet form a legally binding agreement between the parties (the "Agreement"). In this Agreement, words and phrases have the meaning given to them in the Term Sheet and this Clause 1:

"Administration Interface" means the interface provided for the Client to manage the Client Site.

"Administrator Login" means any Login giving the user administration-level privileges to the Client Site.

"Client Content" means any data or other content uploaded to the Client Site by Client or provided by Client to GIS for incorporation in the Client Site.

"Client Site" means a web-based application providing the functionality set out in the Documentation, including such Client Site as updated by GIS from time to time in accordance with this Agreement.

"Custom Domain" means any domain used for the Client Site other than the Principal Domain.

"Documentation" means the documentation for the Client Site as made available by GIS to the Client.

"Fees" means the fees payable by Client to GIS, including the Initial Fees and Renewal Fees.

"GIS Content" means any data or other content made available on or through the Client Site, other than Client Content or Third Party Content.

"Go-Live Date" has the meaning given to it in clause 3.4.

"Hosting Services" means the hosting, maintenance and making available of the Client Site (including the Administration Interface) by GIS.

"Integration Services" means the installation and integration services provided by GIS to prepare the Client Site.

"IPRs" means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"Login" means the unique access credentials (user name and password or as otherwise specified by GIS from time to time) for each User.

"Marks" means all trademarks, service marks, trade names, logos and other branding (whether registered or not) of GIS or its licensors.

"Principal Domain" means the principal domain (being a subdomain of the zoomprospector.com domain) at which GIS hosts the Client Site.

"Renewal Term" has the meaning given to it in clause 13.1.

"Services" means all services provided by GIS under this Agreement, including the Integration Services and the Hosting Services.

"Software" means GIS's proprietary software which forms the basis for the Client Site.

"Third Party Content" means data sourced by GIS from a third party and incorporated into or made available through the Client Site.

"User" means each user with a Login for the Client Site.

- 1.2 The headings in this Agreement do not affect its interpretation. Unless the context otherwise requires words importing the singular will include the plural and vice versa; the words "include" and "including" will be construed as without limitation; and any reference to any legislative provision will be deemed to include any subsequent re-enactment or amending provision. This Agreement negates and takes precedence over any Client terms and conditions.

2 SERVICE DELIVERY

Subject to Client's compliance with the terms of this Agreement including but not limited to clause 5.4, GIS will:

- (a) with effect from the Agreement Date, provide the Integration Services; and
- (b) with effect from the Go-Live Date, provide the Hosting Services,

in each case subject to and in accordance with the terms of this Agreement.

3 INTEGRATION SERVICES

- 3.1 GIS will carry out the Integration Services to prepare the Client Site for launch.
- 3.2 Once the Client Site is ready for the Client's review, GIS will notify the Client, giving instructions on how the Client Site can be accessed for approval by the Client.
- 3.3 The Client will not unreasonably withhold or delay approval of the Client Site. If the Client reasonably considers that the Client Site fails to meet the requirements of this Agreement then the Client will notify GIS, giving full details, and the Client and GIS will cooperate in good faith to resolve the issues raised by the Client.
- 3.4 Once the Client has approved the Client Site, the Client will specify when it wishes the Client Site to become publicly available, to be not less than seven days after the Client's approval (or such shorter period as GIS may agree). The date when the Client Site becomes publicly available is the "Go-Live Date".
- 3.5 The Client acknowledges that any Target Go-Live Date set out in the Term Sheet is an estimate. GIS will use reasonable endeavors to ensure that the Go-Live Date is no later than the Target Go-Live Date, but the Client acknowledges that this is dependent upon the Client meeting its own obligations under this Agreement and may be affected by factors beyond GIS's control. GIS is under no obligation to make the Client Site publicly available until it has received payment in full of the Initial Fees.

4 HOSTING SERVICES

- 4.1 With effect from the Go-Live Date, GIS will make the Client Site publicly available at the Principal Domain.

4.2 GIS will use commercially reasonable efforts to make the Client Site available and online for at least 99% of each calendar month. Client agrees and understands that the following will not be taken into account when measuring GIS's performance against that target: (a) routine scheduled maintenance by GIS or its internet provider or hosting facility; (b) loss of connectivity by Client to the Client Site due to reasons which are beyond GIS's control, such as problems with Client's own network and/or computers or with any internet infrastructure.

4.3 Where Client and GIS agree to use of a Custom Domain then the Custom Domain will map to the Principal Domain, so that end users of the Client Site access the Client Site at the Custom Domain and the Principal Domain redirects to the Custom Domain.

4.4 Any Custom Domain is subject to GIS's approval (not to be unreasonably withheld) and must not (a) be misleading; (b) infringe the IPRs of any third party; or (c) incorporate any of the Marks. Except as agreed in writing by GIS, any Custom Domain will be registered in the name of GIS and belong to GIS. Any change to the Custom Domain after the Go-Live Date may be subject to additional charges at GIS's standard rates.

5 PROVISION OF THE SERVICES

5.1 GIS will retain the sole and exclusive right to control and direct the manner or means by which the Services are performed, and may employ or subcontract others with respect to such services.

5.2 Nothing in this Agreement entitles Client to actual possession of the Software or of the Client Site; use of the Software and the Client Site is provided on an application services basis only.

5.3 Any changes or additions to the Services required by Client must be agreed upon in writing by the parties and subject to payment of any agreed additional fees and expenses.

5.4 Client will cooperate with GIS and provide such assistance as GIS may reasonably request in relation to the services to be provided to Client under this Agreement, including but not limited to efforts to obtain all necessary third party consents and approvals.

6 USERS

6.1 GIS will issue one (1) Administrator Login to the Client (or as otherwise agreed by GIS).

6.2 Client acknowledges that any Administrator Login gives the user full access to the Client Site and the Administration Interface, including the ability to add or delete Client Content without restriction and to add or delete Users or Logins.

6.3 The Administration Interface gives the Client the ability to create further Logins for the Users. Each Login will have varying privileges and access rights as specified in the Documentation. Client is responsible for all activity that takes place under each Login, and it is Client's responsibility to ensure that each Login is kept secure and not shared by more than one individual.

6.4 Each User may be required to agree to GIS's individual user terms and privacy policy in order to access the Client Site using their Login.

7 CLIENT OBLIGATIONS

7.1 Client will not obscure any legal or regulatory notices or links to legal or regulatory notices incorporated into the Client Site (including where the Client Site is embedded within another website).

7.2 Client will comply with all applicable laws (including laws relating to data protection, privacy and direct marketing) in its use of the Services, including its use of GIS Content and Third Party Content.

7.3 Client will not incorporate GIS Content or Third Party Content within any database or other system outside the Services without the prior written consent of GIS.

8 CLIENT CONTENT

8.1 Client is solely responsible for any Client Content uploaded to or otherwise made available through the Client Site. Client must ensure that all Users are made aware of the terms on which Client Content is uploaded and used, including the licenses granted to GIS under this clause 8.

8.2 Client (or the User uploading the Client Content, as applicable) retains ownership of and responsibility for all Client Content.

8.3 Client grants (and will ensure that all Users who upload Client Content grant) to GIS a worldwide, perpetual, irrevocable, royalty-free license to copy, distribute, make available, modify, perform and otherwise use Client Content for the purposes of:

(a) providing the Services; and

(b) making Client Content available through other ZoomProspector sites managed or provided by GIS.

8.4 The Client must (and must ensure that all Users) only submit Client Content which they have the right to upload and make available through the Client Site.

8.5 GIS has no obligation to monitor or moderate Client Content, but GIS has the right to remove any Client Content that GIS considers (in its sole discretion) to violate the terms of this Agreement or to expose GIS or its other clients or users to any legal liability or unacceptable commercial or reputational risk.

9 GIS INTELLECTUAL PROPERTY

9.1 Client acknowledges that all IPRs in the Services and the Software belong and will belong to GIS or the relevant third-party owners (as the case may be), and Client has no rights in or to the Software other than the right to make use of the Client Site as hosted by GIS under this Agreement.

9.2 Client will not (and will not permit any third party to):

(a) copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part; or

(b) make any use of the Services or access the Client Site for the purpose of creating a competing service or any site, service or application that fulfils a similar purpose to any of the Services or the Software.

9.3 Client acknowledges and agrees that: (a) all use of GIS's Marks under this Agreement inures to the benefit of GIS; (b) GIS's Marks will remain the exclusive property of GIS; (c) nothing in this Agreement will confer upon Client any right of ownership in GIS's Marks; and (d) Client will not now or in the future contest the validity of GIS's Marks or take any action impairing the rights of GIS in its Marks.

10 WARRANTIES

10.1 Each party warrants and represents to the other that it has the full power and authority to enter into this Agreement.

10.2 GIS will use reasonable commercial endeavors to provide the Services in a professional and workmanlike manner.

10.3 GIS undertakes at its own expense to defend Client or, at its option, settle any claim or action brought against Client alleging that the Client's receipt or use of the Services in accordance with the terms of this license infringes the US or UK Intellectual Property Rights of a third party ("Claim") and will be responsible for any reasonable losses, damages, costs (including legal fees) and expenses incurred by or awarded against Client as a result of or in connection with any such Claim. For the avoidance of doubt, this clause will not apply where the Claim in question is attributable to (a) Client Content, or (b) use of the Services other than in accordance with the terms of this Agreement. This will be Client's exclusive remedy and GIS's only liability in respect of Claims and for the avoidance of doubt is subject to clause 11.6.

10.4 If any third party makes a Claim, or notifies an intention to make a Claim against Client, GIS's obligations under clause 10.3 are conditional on Client: (a) as soon as reasonably practicable, giving written notice of the Claim to GIS, specifying the nature of the Claim in reasonable detail; (b) not making any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of GIS (such consent not to be unreasonably conditioned, withheld or delayed); (c) giving GIS and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of Client, so as to enable GIS and its professional advisers to examine them and to take copies (at GIS's expense) for the purpose of assessing the Claim; and (d) subject to GIS providing security to Client to Client's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, taking such action as GIS may reasonably request to avoid, dispute, compromise or defend the Claim.

10.5 If any Claim is made, or in GIS's reasonable opinion is likely to be made, against Client, GIS may at its sole option and expense: (a) procure for Client the right to continue to use the Services (or any part of them) in accordance with the terms of this license; (b) modify the Services so that they cease to be infringing; or (c) terminate this Agreement immediately by notice in writing to Client and refund a pro rata proportion of the Fees paid by Client in respect of Services not yet provided as at the date of termination.

11 LIABILITY

11.1 It is hereby agreed that except as expressly set out in this Agreement and to the extent permissible by law, all warranties, conditions, representations, terms or undertakings, express or implied, statutory or otherwise are hereby excluded.

11.2 Without limitation to clause 11.1, Client acknowledges and agrees that Third Party Content comes from a variety of sources and is provided on an "as is" basis. GIS makes no representation or warranty concerning the accuracy or completeness of any Third Party Content, or of the suitability of that Third Party Content for the needs of the Client or any end-users. Any projections, opinions, assumptions or estimates used are for example only and do not represent the current or future performance of any business.

11.3 Client acknowledges and agrees that neither GIS nor its partners who have been involved in the creation, production or delivery of the Client Site will be liable for: (a) any indirect, consequential, incidental or special loss or damages whatsoever or (b) for any loss of profits, revenues, income or goodwill or loss of data or anticipated savings arising from this Agreement, in each case

whether reasonably foreseeable or actually foreseen and regardless of the cause of action.

11.4 GIS will not have any liability to Client to the extent such liability arises as a result of a breach of this Agreement by Client.

11.5 GIS does not exclude or limits its liability for death or personal injury caused by its negligence, for fraud or for fraudulent misrepresentation or for any liability which cannot be excluded or limited by law.

11.6 Without prejudice to GIS's right to payment of Fees owing and subject to clause 11.5, the aggregate liability of GIS for any breach of this Agreement or any representation, statement, negligent act or omission arising under or in connection with this Agreement will be limited to direct damages which in no event will exceed 125% the aggregate amount of the Fees paid or (if greater) payable by Client to GIS under this Agreement.

12 PAYMENT

12.1 Client will pay the Fees as set out in the Term Sheet. If no payment term is specified on the invoice, Client will pay the Fees within 30 days of the date of the GIS invoice. Failure to pay undisputed Fees on time will constitute a material breach of this Agreement. Client will bear any additional costs arising from Client's failure to comply with its obligations under this Agreement. Any additional Services provided by GIS that are not set out in the Term Sheet will be subject to additional Fees, to be agreed between GIS and Client.

12.2 The Fees and all other charges are exclusive of value added tax (VAT) or any other sales or similar taxes which are or may be applicable. The Fee will be paid to GIS in full without deduction of any taxes, withholding taxes, charges and other applicable duties which may be imposed. If Client is required by law to make a set-off, deduction or withholding then it will pay such additional amount to ensure that the net amount received by GIS is equal to the amount GIS would have been entitled to receive under this Agreement in the absence of any requirement to make such set-off, deduction or withholding. Client will provide GIS with a valid tax certificate evidencing such amount withheld within 30 days of such set-off, deduction or withholding.

12.3 If any sum payable under this Agreement is not paid within 7 days of the due date then (without prejudice to GIS's other rights and remedies) GIS reserves the right to: a) charge interest on such sum on a day-to-day basis from the due date to the date of payment (both dates inclusive) at the rate of 4 per cent above the base rate of Barclays Bank Plc from time to time in force; and b) suspend the provision of the Services.

13 TERM AND TERMINATION

13.1 This Agreement will commence on the Agreement Date and will continue in force for the Initial Term. It will then renew automatically for further periods of one year (each a "Renewal Term") unless terminated by either party giving not less than 30 days' notice in writing, to expire on the last day of an Initial Term or Renewal Term.

13.2 Either party may terminate this Agreement if: (a) the other party is in material or persistent breach of any of the terms of this Agreement and in the case of a breach capable of remedy having been notified of any such breach has failed to remedy the same within 14 days; or (b) the other party is dissolved or ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets or passes a resolution for its winding up or a court of competent jurisdiction will make an administration order or

liquidation order or similar order, or will enter into any voluntary arrangement with its creditors, or will be unable to pay its debts as they fall due or any analogous event occurs to the other party in any jurisdiction.

13.3 GIS may terminate this Agreement with immediate effect if Client (or any of its shareholders or directors or equivalent) becomes subject to any Sanction, or continuation of the Agreement would (in the reasonable opinion of GIS) expose GIS or any of its affiliated companies to any Sanction, where "Sanction" means any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, Hong Kong or United States of America.

13.4 On termination for any reason all rights granted to Client under this Agreement will cease and Client will immediately return to GIS, GIS's proprietary and confidential information, including software, if any, and all copies and documentation of the foregoing, along with a signed written statement certifying Client's compliance with this clause 13.4.

13.5 Any provision of this agreement which expressly or by implication is intended to come into or continue in force on or after termination of this agreement will remain in full force and effect.

13.6 Any termination of this Agreement is without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and will not affect any accrued rights or liabilities of either party. Termination of this Agreement will not relieve Client of its obligation to pay GIS any outstanding Fees.

14 CONFIDENTIALITY

14.1 Except as expressly permitted under this Agreement, each party agrees to keep confidential (both before, during and after the Term) the terms of this Agreement and all information, whether written or oral, concerning the business or affairs of the other (including information relating to the other party's customers or suppliers, financial information, projections, technology, product ideas, marketing plans or business plans) that it has received or obtained from the other or may receive or obtain from the other and will not use the same without the prior written consent of the disclosing party for any purpose except as expressly permitted under this Agreement. This obligation will not apply to information which is in the public domain (other than as a result of a breach of any confidentiality obligation) or in the case of any disclosure required by law provided that Client will use all reasonable endeavors and act in good faith to consult with GIS wherever practicable before disclosing such information.

14.2 Each party agrees not to make any announcement regarding this Agreement or the activities associated with it without the prior written consent of the other party, save that GIS may include the Client name and logo on its websites and in any list of clients or marketing materials issued by GIS and describe the project and the Services provided by GIS to Client.

15 FORCE MAJEURE

With the exception of Client's obligation to pay the Fees, neither party will be liable for any failure to perform its obligations under this Agreement if such performance is hindered or prevented by any matter beyond the reasonable control of the party whose performance is hindered or prevented (including without limitation by reason of any failure, interruption, or degradation of any third party telecommunications network or system or hardware or the Internet or any part of it) (a "Force Majeure

Event"). If a Force Majeure Event continues for more than one month then either party may immediately terminate this Agreement on written notice to the other (provided that the Force Majeure Event is still continuing on the date of that notice).

16 GENERAL

16.1 This Agreement does not confer any exclusive rights to Client.

16.2 No provision of this Agreement may be amended, modified, discharged or terminated other than by the express written agreement of the parties.

16.3 No failure or delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof nor will any single or partial exercise by either party of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

16.4 Any notice, consent or other communication required to be given hereunder will be made in writing to the Relationship Manager at the address set out on the Term Sheet (and when given by Client also copied to GIS's General Counsel at The Financial Times, Number One Southwark Bridge, London SE1 9HL) and will be delivered by hand, courier or recorded delivery to the other party and will be deemed to have been received (if delivered by hand) at the time of the delivery or (if sent by courier or recorded delivery) upon the date of receipt (as evidenced by signature of the receiving party's representative).

16.5 Nothing in this Agreement will be deemed to create a partnership, agency or joint venture between the parties.

16.6 This Agreement constitutes the entire agreement between the parties as to the subject matter hereof and supersedes all previous communications, representations and arrangements, either written or oral, and each party hereby acknowledges that no reliance is placed on any representation made by the other party before the Agreement Date but not embodied in this Agreement.

16.7 If any provisions of this Agreement will be held illegal or unenforceable by a court of competent jurisdiction then such provisions will be severed and the remainder of this Agreement will remain in full force and effect unless the business purpose of this Agreement is substantially frustrated thereby in which case this Agreement will automatically terminate.

16.8 This Agreement may not be assigned, licensed, sub-licensed or otherwise transferred by Client without the prior written consent of GIS.

16.9 Anyone who is not a direct party to this Agreement will not have any rights to enforce its terms. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

17 DISPUTES AND GOVERNING LAW

All contractual and non-contractual claims arising from or in connection with this Agreement shall be governed by and construed in accordance with the laws of the state of New York (without regard to its conflict of laws provisions) and the parties submit to the exclusive jurisdiction of the federal and state courts located in New York City.



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: August 16, 2023**

- AGENDA PLACEMENT:** PUBLIC HEARING
 CONSENT
 STAFF/COMMITTEE REPORT
 INDIVIDUAL
 CLOSED

CAPTION:

Discussion of and action on selecting a design for pole signage located at 14392 Old Bandera Road.

EXECUTIVE SUMMARY:

Staff presented comments received from Planning & Zoning Commission and City Council regarding the verbiage and design of the sign during the July 19, 2023 HEDC Board Meeting. The Board voted down the revised proposal and requested additional versions be presented at the next Board Meeting.

ATTACHMENTS:

Attachment A – Original Design and Revised Design

PREPARED BY: Glenn Goolsby, Executive Director





8'0"

2'0"

5'0"

12'0"

Option 1

Visit

HELOTES
TEXAS

Shopping • Dining • Entertainment

PARKING





8'0"

2'0"

5'0"

Visit
OLD TOWN
HELOTES

Shopping • Dining • Entertainment

PARKING



12'0"





8'0"

2'0"

5'0"

12'0"

Visit

**OLD TOWN
HELOTES**

Shopping • Dining • Entertainment

PARKING





**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: August 16, 2023**

- AGENDA PLACEMENT:** PUBLIC HEARING
 CONSENT
 STAFF/COMMITTEE REPORT
 INDIVIDUAL
 CLOSED

CAPTION:

Discussion of and action on submitting letters of recommendation to City Council for the reappointment of Melissa Benavides, John Kodosky, Jeff Felty, and Joel Lutz to the Helotes Economic Development Corporation Board of Directors; as required by the HEDC Bylaws Article Two: Section 2.1(e).

EXECUTIVE SUMMARY:

According to the HEDC Bylaws Article Two: Section 2.1(e) The Corporation may provide up to two nominees for each vacancy, term expiration, or replacement. The Corporation may submit a letter(s) of recommendation within sixty (60) calendar days, prior to the Term Expiration of any Director.

The Governance Committee is recommending the reappointment of the following nominees:

Place One: Melissa Benavides

Place Three: John Kodosky

Place Five: Jeff Felty

Place Seven: Joel Lutz

ATTACHMENTS: N/A

PREPARED BY: Glenn Goolsby, Executive Director