



The City of Helotes Economic Development Corporation (EDC) Board of Directors will meet for a Regular Meeting on Wednesday, October 18, 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.

OPEN SESSION:

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

CONSENT AGENDA (ITEM NOS. 3 – 4):

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

3. Approval of the minutes of the Regular Meeting dated September 20, 2023.
4. Approval of the HEDC (FYE) 2023 Revenue and Expense Report dated October 12, 2023.

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.

COMMITTEE REPORTS:

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

ITEMS FOR INDIVIDUAL CONSIDERATION:

6. Discussion of and action on approving an Agreement with 360 Zone to provide Google 360 Virtual Business Tours for new and expanding businesses located within the City of Helotes.
7. Discussion of and action on utilizing EDC Marketing funds to provide temporary banners to businesses along Bandera Road impacted by road construction.
8. Discussion of and action on approving RJ Fite Construction to design and build improvements to the Old Town Helotes traffic circle.
9. Discussion of and action on allocating funding for new playground equipment for the City of Helotes Municipal Park.

STAFF REPORT:

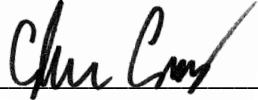
10. Update on HEDC projects to include the following:
- Visitor and Business Center;
 - Old Town Signage; and
 - Arts Grant.

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 October 13, 2023 at 4:30 p.m.



Glenn Goolsby
Executive Director



REGULAR MEETING MINUTES

The City of Helotes Economic Development Corporation (EDC) Board of Directors met for a Regular Meeting on Wednesday, September 20, 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
 Melissa Benavides Joel Lutz
 Jeff Felty

Staff: Glenn Goolsby, Executive Director
 Marian Mendoza, Ex-Officio

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.

No citizens were present to speak.

CONSENT AGENDA (ITEM NOS. 3 – 7):

All items marked with an asterisk (*) on the consent agenda were voted on as a group. Motion was made by Jeff Felty, second by Greg Hayden to approve Items 4 and 6 as written. The motion carried unanimously.

3. * Approval of the minutes of the Regular Meeting dated August 16, 2023.
4. *Approval of the HEDC (FYE) 2023 Revenue and Expense Report dated September 15, 2023.
5. *Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (HEDC) approving an Investment Policy and Strategy for public investment purposes; authorizing the Executive Director to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date.
6. *Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (HEDC) designating Investment Officers for public investment purposes; authorizing the Executive Director to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date.
7. *Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (HEDC) approving a list of approved brokers / dealers for public investment purposes; authorizing the Executive Director to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date.

COMMITTEE REPORTS:

8. **Update from HEDC standing committees to include the following:**
 - **Executive Committee;** - Blaine stated the committee had met to review the agenda.
 - **Finance Committee;** - Melody stated all August expenditures had been approved.
 - **Governance Committee;** - Greg stated nothing new at this time.
 - **Building Evaluation Committee** – Glenn had no update at this time.

ITEMS FOR INDIVIDUAL CONSIDERATION:

9. **Discussion of and direction on allocating funding for City of Helotes park improvements to include new playground equipment and consideration of other facilities.**

Motion was made by John Kodosky, second by Melody Cooper to discuss the Item.

President Lopez reviewed discussions from the first Community Enhancement Committee meeting. He stated the committee had identified several projects for consideration and the need to develop a master plan. The consensus was to include Jeff Felty and Greg Hayden in future committee meetings and to develop a Request for Proposals to master plan the Helotes Disk Golf and Fitness Park.

10. **Discussion of and action on a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (HEDC) approving appropriations for the Fiscal Year Ending (FYE) 2024 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* and authorizing the Executive Director to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date.**

Motion was made by Jeff Felty, second by Greg Hayden to approve the Item as written. The motion carried unanimously.

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

Motion was made by Jeff Felty, second by Greg Hayden to re-appoint the current Officers to the EDC Board of Directors to include; Blaine Lopez – President, John Kodosky – Vice-President, and Melody Cooper - Secretary. The motion carried unanimously.

STAFF REPORT:

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

Mr. Goolsby updated the board on the status of the visitor center and the status of the FY23 art grant, as well as reminded them about the YOLO,TX episode airing on October 7 & 8.

President Lopez adjourned the meeting at 8:09 p.m.

Glenn Goolsby

Executive Director

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: OCTOBER 12TH, 2023

Item 4

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	3,255,000.00	500.00	500.00	3,254,500.00	0.02
MISCELLANEOUS REVENUE	<u>421,000.00</u>	<u>1,000.00</u>	<u>1,000.00</u>	<u>420,000.00</u>	<u>0.24</u>
TOTAL REVENUES	3,676,000.00	1,500.00	1,500.00	3,674,500.00	0.04
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	<u>3,618,500.00</u>	<u>10,929.49</u>	<u>10,929.49</u>	<u>3,607,570.51</u>	<u>0.30</u>
TOTAL EXPENDITURES	3,618,500.00	10,929.49	10,929.49	3,607,570.51	0.30
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	57,500.00	(9,429.49)	(9,429.49)	66,929.49	16.40-

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: OCTOBER 12TH, 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	3,200,000.00	0.00	0.00	3,200,000.00	0.00
401-3150 MIXED BEVERAGE	10,000.00	0.00	0.00	10,000.00	0.00
401-3160 SUBLEASE HELOTES CHAMBER	<u>45,000.00</u>	<u>500.00</u>	<u>500.00</u>	<u>44,500.00</u>	<u>1.11</u>
TOTAL NON-PROPERTY TAXES	3,255,000.00	500.00	500.00	3,254,500.00	0.02
<u>MISCELLANEOUS REVENUE</u>					
406-1010 INTEREST	120,000.00	0.00	0.00	120,000.00	0.00
406-1011 MISCELLANEOUS	1,000.00	1,000.00	1,000.00	0.00	100.00
406-1035 USE OF FUND BALANCE	300,000.00	0.00	0.00	300,000.00	0.00
406-1060 TRANSFERS IN/OUT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL MISCELLANEOUS REVENUE	421,000.00	1,000.00	1,000.00	420,000.00	0.24
<hr/>					
TOTAL REVENUES	3,676,000.00	1,500.00	1,500.00	3,674,500.00	0.04
	=====	=====	=====	=====	=====

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: OCTOBER 12TH, 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	93,975.00	3,614.42	3,614.42	90,360.58	3.85
510-5111 LONGEVITY	1,700.00	0.00	0.00	1,700.00	0.00
510-5113 BENEFITS	<u>27,000.00</u>	<u>526.01</u>	<u>526.01</u>	<u>26,473.99</u>	<u>1.95</u>
TOTAL PERSONNEL	122,675.00	4,140.43	4,140.43	118,534.57	3.38
<u>CONTRACTUAL SERVICES</u>					
510-5201 MEMBERSHIPS, DUES & LICENSES	24,000.00	7,000.00	7,000.00	17,000.00	29.17
510-5202 AUDIT FEES	3,700.00	0.00	0.00	3,700.00	0.00
510-5203 SCHOOLS, SEMINARS, CONFERENCES	3,500.00	0.00	0.00	3,500.00	0.00
510-5204 INTL. CONF. SHOPPING CENTERS	2,500.00	0.00	0.00	2,500.00	0.00
510-5205 BANK FEES	1,000.00	0.00	0.00	1,000.00	0.00
510-5206 LEGAL FEES / MDD CREATION	7,000.00	0.00	0.00	7,000.00	0.00
510-5207 FACADE/TENANT IMPROVEMENT	190,000.00	0.00	0.00	190,000.00	0.00
510-5208 CONC. DESIGN & LAND USE PLANS	10,000.00	0.00	0.00	10,000.00	0.00
510-5210 WORKSHOPS & PROMOTIONS	3,000.00	0.00	0.00	3,000.00	0.00
510-5211 MARKETING / TOURISM	64,000.00	(200.00)	(200.00)	64,200.00	0.31-
510-5212 WEBSITE DEV. & MAINTENANCE	16,000.00	0.00	0.00	16,000.00	0.00
510-5214 MANAGED SVCS. AGREEMENT	30,000.00	0.00	0.00	30,000.00	0.00
510-5215 DEBT SERVICE	330,683.00	0.00	0.00	330,683.00	0.00
510-5217 LAND ACQUISITION/DUE DILIGENCE	0.00	0.00	0.00	0.00	0.00
510-5223 BUSINESS IMPROVEMENT GRANTS	65,000.00	0.00	0.00	65,000.00	0.00
510-5224 OFFICE RENTAL	38,400.00	0.00	0.00	38,400.00	0.00
510-5225 OTHSD PARKING LOT LEASE	6,000.00	0.00	0.00	6,000.00	0.00
510-5228 VISITOR CENTER	330,000.00	0.00	0.00	330,000.00	0.00
510-5230 MARKETING/CITY EVENTS	50,000.00	0.00	0.00	50,000.00	0.00
510-5231 CAPITAL IMPROVEMENTS	64,292.00	0.00	0.00	64,292.00	0.00
510-5232 ARTS GRANT	85,000.00	0.00	0.00	85,000.00	0.00
510-5233 NEW DEVELOPMENT INCENTIVE	<u>300,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,000.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	1,624,075.00	6,800.00	6,800.00	1,617,275.00	0.42
<u>COMMODITIES</u>					
510-5301 OFFICE SUPPLIES	5,000.00	0.00	0.00	5,000.00	0.00
510-5302 OPERATIONAL EXPENSES	40,000.00	(10.94)	(10.94)	40,010.94	0.03-
510-5305 COMMUNICATION EQUIPMENT	1,500.00	0.00	0.00	1,500.00	0.00
510-5326 EXPENSE REIMBURSEMENT	250.00	0.00	0.00	250.00	0.00
510-5333 380 AGREEMENT REIMBURSEMENTS	<u>1,500,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500,000.00</u>	<u>0.00</u>
TOTAL COMMODITIES	1,546,750.00	(10.94)	(10.94)	1,546,760.94	0.00
<u>CAPITAL OUTLAY</u>					
510-5503 TRANSFER OUT	<u>325,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>325,000.00</u>	<u>0.00</u>
TOTAL CAPITAL OUTLAY	325,000.00	0.00	0.00	325,000.00	0.00
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TOTAL ADMINISTRATION	3,618,500.00	10,929.49	10,929.49	3,607,570.51	0.30
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TOTAL EXPENDITURES	3,618,500.00	10,929.49	10,929.49	3,607,570.51	0.30
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	57,500.00	(9,429.49)	(9,429.49)	66,929.49	16.40-



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: October 18, 2023**

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

CAPTION:

Discussion of and action on approving an Agreement with 360 Zone to provide Google 360 Virtual Business Tours for new and expanding businesses located within the City of Helotes.

EXECUTIVE SUMMARY:

In an effort to continue the support of local businesses, staff is recommending renewing the Google 360 Virtual Tour Program. The program has been funded on seven occasions since 2014 assisting 114 businesses with improving their online presence and listing on Google searches. The program is typically open on a first-come first-served basis until funds are exhausted. Eligibility will be based on businesses who have not received prior tours or have relocated to a new lease space. The program could assist 9-18 businesses with an allocation of \$8,000.

ATTACHMENTS:

Attachment A: Agreement

Attachment B: 2023 Summary

PREPARED BY: Glenn Goolsby, Executive Director

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

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

I. PURPOSE

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

II. TERM

2.1 The term of this Agreement is for twelve (12) months, beginning October 18, 2023 and ending September 30, 2024; provided, however, that this Agreement may be extended until December 31, 2023, at no additional cost, to complete scheduled photography sessions. The Agreement may be terminated by the Parties for convenience upon the provision of thirty (30) days written notice each to the other.

III. SCOPE OF SERVICES

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

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

EDC; and

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

IV. TIME AND DATE OF SERVICE

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

V. COMPENSATION

5.1 The amount to be remitted to Photographer for services described in the Scope of Services section above shall not exceed eight thousand dollars (\$8,000.00) for the twelve (12) month term of this Agreement, payable monthly per completed virtual tour as outlined in Exhibit A.

VI. PAYMENT FOR SERVICES

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

EDC Executive Director
PO Box 507
Helotes, TX 78023

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

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

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

VII. REFUND

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

VIII. INDEMNIFICATION

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

IX. INSURANCE

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

X. NOTICES

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

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

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

XI. AMENDMENTS

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

XII. SEVERABILITY

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

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

XIII. LAW APPLICABLE

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

XIV. LEGAL AUTHORITY

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

XV. PARTIES BOUND

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

XVI. ASSIGNMENT

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

XVII. COMPLIANCE WITH LAWS AND ORDINANCES

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

XVIII. ENTIRE AGREEMENT

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

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

IXX. INDEPENDENT CONTRACTOR

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

EXECUTED and AGREED to this the 16th day of October, 2023

John Almarez
360 Zone

Date

Glenn Goolsby, Executive Director
City of Helotes Economic Development
Corporation

Date



Item Description	# of Panos	# of Photos	Market Price	Negotiated Rate
Small Business	Under 10 Panos	5 Photos	\$350.00	\$300.00
Medium Business	Up to 20 Panos	7 Photos	\$550.00	\$450.00
Large Business	Up to 30 Panos	7 Photos	\$750.00	\$650.00
Very Large Business	Up to 40 Panos	10 Photos	\$950.00	\$850.00



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: October 18, 2023**

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

CAPTION:

Discussion of and action on utilizing EDC Marketing funds to provide temporary banners to businesses along Bandera Road impacted by road construction.

EXECUTIVE SUMMARY:

As we recognize the significant challenges faced by many of our local businesses as a result of the ongoing road construction along Bandera Road, staff has engaged in discussions with the City Administrator to develop assistance programs. One proposal under consideration is the creation of a "Pardon or Dust Campaign," to be promoted through social media channels and via the use of temporary banners. We are currently seeking authorization to allocate marketing funds for the purchase of temporary banners to support businesses directly affected by the Bandera Road construction. Additionally, the City Administrator has generously offered to waive permitting fees for this initiative.

The program would require the business owners to complete a request form and permit application. Once complete, the temporary banner would be provided by the HEDC and installed by the business owner.

Staff is seeking approval to allocate up to \$3,500 for this initiative.

ATTACHMENTS:

PREPARED BY: Glenn Goolsby, Executive Director



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: October 18, 2023**

- AGENDA PLACEMENT:**
- PUBLIC HEARING
 - CONSENT
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 - INDIVIDUAL
 - CLOSED

CAPTION:

Discussion of and action on approving RJ Fite Construction to design and build improvements to the Old Town Helotes traffic circle.

EXECUTIVE SUMMARY:

Staff is requesting authorization to proceed with a design-build contract, bypassing the conventional bidding process, for the enhancement of the Old Town Helotes traffic circle. The selected contractor holds a well-established and reputable presence within the community, consistently delivering honest and equitable services. This contractor has previously competitively bid on various projects and demonstrated competitive pricing. Staff is confident that this approach will not only accelerate the project's timeline but also yield substantial cost savings.

ATTACHMENTS:

Attachment A: Contract

PREPARED BY: Glenn Goolsby, Executive Director



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: October 18, 2023**

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

CAPTION:

Discussion of and action on allocating funding for new playground equipment for the City of Helotes Municipal Park.

EXECUTIVE SUMMARY:

During the last Board Meeting, it was requested that staff work with the City's Public Works Director to identify a play structure to meet the needs of the targeted age group of 1-5 years of age. Staff is presenting two proposals for play systems that meet those needs.

Staff is seeking approval to reimburse the City of Helotes in an amount not to exceed the selected play systems.

ATTACHMENTS:

Attachment A: River City Play Systems

Attachment B: Burke

PREPARED BY: Glenn Goolsby, Executive Director



PROPOSAL

PROJECT INVOICE



Project Name

River City Play Systems

Client Info:

Glenn Goolsby

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Ggoolsby@helotes-tx.gov

Prepared By:

Juan Lopez

ADDRESS:

7637 FM 3009 - Suite 705
Schertz, TX 78154

CONTACT US:

210.660.6732
210.920.6953 (cell)

WEB:

@RiverCityPlay
www.RiverCityPlay.com



PLAYSYSTEM / PRODUCT	PRICE	INSTALLTION	AMOUNT
Sunset Harbor	\$12,240.00	\$3,420.00	\$15,660.00
https://www.rivercityplay.com/collections/commercial-playground-equipment/products/sunset-harbor?variant=https://www.rivercityplay.com/collections/commercial-playground-equipment/products/sunset-harbor?variant=43033676022012			
ADDITIONAL SERVICES (notes below)		PRICE	
n/a		\$0.00	

PLAYGROUND SUBTOTAL

\$15,660.00



SURFACING OPTION			AMOUNT
832.32	Square Ft. of Weed Barrier		\$133.00
115.4	Linear Ft. of Rubber Timber	15 Timbers Needed	\$1,154.00
416	Cubic Ft. of Rubber Playground Mulch	277 Bags Needed	\$7,213.00
Professional Installation			\$2,049.00

SURFACING SUBTOTAL

\$10,549.00

Playground / Product w/ Rubber Mulch - Turnkey Quote (Option 1)

SUBTOTAL	\$26,209.00
TAX (if applicable)	\$2,162.24
GRAND TOTAL	\$28,371.24

Playground / Product Only Quote (Option 2)

SUBTOTAL	\$15,660.00
TAX (if applicable)	\$1,291.95
GRAND TOTAL	\$16,951.95



APPROVAL

TERMS: We hereby propose to furnish all labor and material in accordance with the above specifications. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standards, practices, and guidelines. Any alterations or deviation from specifications involving extra costs will be executed only upon written orders, and would become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or product delays beyond our control. This proposal may be withdrawn by us if not accepted within 30 days. On delinquent invoices, all rights and remedies available to River City Play Systems and our representatives will be initiated, including rights to repossess the unit and to file any liens. There are no refunds after equipment has been installed. A 25% service charge, plus any applicable fees will be applied on cancelled orders. Custom playgrounds are final sale and include any, and all products not listed as "Quick Ship." Items listed as "Quick Ship" that have colors other than primary, or neutral are considered custom. River City Play Systems assumes no responsibility for any accidents, or injury of anyone utilizing equipment. All account balances are due in full prior to service being rendered. Delivery date is subject to weather and manufacturing delays. Customer is responsible for site preparation. This writing constitutes the final expression of the parties' agreements, and it is a complete and exclusive statement of terms of that agreement. **LEAD TIME:** Current lead time is 18-20 weeks for custom playgrounds. Lead times for "quick ship" systems may vary, one of our representatives can advise. Your installation will be scheduled immediately upon receiving a tracking number from the manufacturer. These lead times are estimates with products occasionally arriving both earlier and later than given estimates. **DETAILS:** Due to freight concerns, this quote is only good for 30 days and must be requoted. **EXCLUSIONS:** This proposal does not include surface work at this time. Site is to be reasonably level. Our sales team can confirm this for you.

OPTION 1 - Playground Installed INCLUDES RUBBER MULCH	w/ Tax	Exempt
GRAND TOTAL	\$28,371.24	\$26,209.00
Balance Due (required to order)	\$18,440.00	\$17,030.00
Pre-Installation Balance (due 3 business days pre-install)	\$7,090.00	\$6,550.00
Final Balance (due 3 business days post-install)	\$2,841.24	\$2,629.00
OPTION 2 - Playground Installed EXCLUDES RUBBER MULCH	w/ Tax	Exempt
GRAND TOTAL	\$16,951.95	\$15,660.00
Balance Due (Required to Order)	\$11,010.00	\$10,170.00
Pre-Installation Balance (Due 3 business days before install)	\$4,230.00	\$3,910.00
Final Balance (Due 3 business days post-installation)	\$1,711.95	\$1,580.00

I APPROVE THIS PROJECT AND AM READY TO PLACE MY ORDER

Option Choice: _____

Authorized Purchaser: _____

Date: _____

