



HELOTES
TEXAS
ECONOMIC DEVELOPMENT
REGULAR MEETING AGENDA

The City of Helotes Economic Development Corporation (EDC) Board of Directors will meet for a Regular Meeting on Wednesday, June 17, 2020 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.

SUPPLEMENTAL NOTICE OF PARTICIPATION BY TELEPHONE CONFERENCE

As a result of COVID-19, the Governor of Texas issued an order on March 16, 2020, suspending various provisions of the Open Meetings Act, which now authorize the participation of a meeting by videoconference and / or teleconference. In order to advance the public health goal of physical distancing, the City of Helotes EDC will conduct this special meeting by telephone conference. No in person input will be allowed. To speak remotely, citizens must register in advance by using the fillable Citizens Comment Form on the EDC or City websites. The comment form is due by 12:00 pm on Wednesday, June 17, 2020. Once the comment form is received, the speaker will receive a confirmation email with the toll-free phone number and access code. Speakers will be placed in a queue until their time to speak. Watch the livestream meeting broadcast on the City's YouTube channel. The digital meeting packet is available on the EDC website.

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 HEDC Meetings dated December 18, 2019, April 30, 2020, and May 13, 2020. - Staff

4. Approval of the EDC Fiscal Year Ending (FYE) 2020 Revenue and Expense Report dated June 10, 2020. (Staff)

ITEMS FOR INDIVIDUAL CONSIDERATION:

5. Discussion of and action to enter into a Sublease Agreement for shard office space located at 12682 F.M 1560 West Suite 105, Helotes, Bexar County, Texas with the Helotes Area Chamber of Commerce. – Marian Mendoza, Executive Director
6. Discussion of utilizing Economic Development Corporation funds for City events that promote local businesses as permitted under Texas Local Government Code Section 380.001 (b) Economic Development Programs and Section 505.103 Limitation on Use of Revenues for Promotional Purposes. – Stevie Seitz, Board of Directors Member

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 June 12, 2020 at 4:00 p.m.

Attest:



Glenn Goolsby
Assistant Director



Marian Mendoza
Executive Director



REGULAR MEETING MINUTES

The City of Helotes Economic Development Corporation (EDC) Board of Directors met for a Regular Meeting on Wednesday, December 18, 2019 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* *Ron Lane, Vice-President*
 Kathryn Mitchell, Secretary *Matthew McCrossen*
 John Kodosky *Phyllis Jackson*

Staff: *Thomas A. Schoolcraft, Executive Director*
 Glenn Goolsby, Assistant Director

Absent: *Stephanie "Stevie" Seitz*

1. Call to Order.

President Lopez called the meeting to order at 7:01 p.m.

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). The EDC will accept comments from citizens of the City of Helotes and its Extraterritorial Jurisdiction (ETJ) only. 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 – 5):

All items marked with an asterisk (*) on the consent agenda were voted on as a group. Motion was made by Matthew McCrossen, second by Ron Lane to approve Items 3 thru 5 as written. Motion carried unanimously.

3. Approval of the minutes of the EDC Regular Meeting dated November 20, 2019. (Staff)

4. Approval of the EDC Fiscal Year Ending (FYE) 2019 Revenue and Expense Report dated December 11, 2019. (Staff)

5. Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (EDC) designating Investment Officers for public investment purposes; authorizing the Executive Director to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date. (Staff)

ITEMS FOR INDIVIDUAL CONSIDERATION:

6. Presentation on EDC Marketing Materials and resources used to promote the City of Helotes. Including but not limited to the following: (Staff)

- Booth Display;
- Brochures;
- Commercial Property Flyers; and
- Promotional Video.

Glenn Goolsby presented current marketing collateral designed to promote Helotes development opportunities.

7. Discussion of and action on purchasing reusable tote bags to promote Shop Helotes. (Staff)

Motion was made by Matthew McCrossen, second by Kathryn Mitchell to discuss and take action on item 7 as presented.

The Board of Directors expressed a desire to see more options, including a full color tote bag.

Motion to amend was made by Matthew McCrossen, second by Kathryn Mitchell to postpone the item until the next EDC Meeting. Motion carried unanimously.

8. Staff Updates:

- Work completed and/or in progress since November 20, 2019; and
- Current and proposed commercial developments with the City of Helotes.

Glenn Goolsby reviewed the status of commercial projects around Helotes.

No action taken.

Adjourn the regular meeting of the EDC Board of Directors.

President Lopez adjourned the meeting at 8:12 p.m.

Thomas A. Schoolcraft, Mayor
Executive Director



SPECIAL MEETING MINUTES

The City of Helotes Economic Development Corporation (EDC) Board of Directors met for a Special Meeting on Wednesday, April 30, 2020 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* *Kathryn Mitchell, Secretary*
 Stephanie "Stevie" Seitz *Matthew McCrossen*
 John Kodosky

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

Absent: *Ron Lane, Vice-President* *Phyllis Jackson*

1. Call to Order.

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

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). The EDC will accept comments from citizens of the City of Helotes and its Extraterritorial Jurisdiction (ETJ) only. 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.

No citizens to be heard.

ITEMS FOR INDIVIDUAL CONSIDERATION:

- 3. Discussion of and direction on a proposal for the EDC to fund a Small Business Loan Assistance Program that will offer zero (0%) or low interest loans to businesses in the City of Helotes that have been impacted by COVID-19; and approval on setting a Public Hearing to utilize EDC funding for this program. Discussion will include, but not be limited to the following:**
- 1. Program needs;**

2. **Setting program parameters; and**
3. **Program administration. (Staff)**

Glenn presented an outline for the Small Business Loan Assistance Program that would offer loans to local businesses in need of financial assistance. He stated he had been in contact with business owners affected by the mandatory shutdown and stay at home order by the Governor of Texas. Most had not received either the EIDL or PPP loans and were struggling to survive. He suggested the HEDC could provide 0% loans to help fill the need.

Motion was made by Matthew McCrossen, second by John Kodosky to negotiate with BCL of Texas in the amount of \$300,000 plus administrative fees to provide zero (0%) interest loans to eligible Helotes businesses and direct staff to publish notice of the project on May 13, 2020. Motion passed unanimously.

Adjourn the regular meeting of the EDC Board of Directors.

President Lopez adjourned the meeting at 8:11 p.m.

Marian Mendoza
Executive Director



SPECIAL MEETING MINUTES

The City of Helotes Economic Development Corporation (EDC) Board of Directors met for a Special Meeting on Wednesday, May 13, 2020 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* *Ron Lane, Vice-President*
 Kathryn Mitchell, Secretary *Stephanie "Stevie" Seitz*
 Matthew McCrossen *John Kodosky*
 Phyllis Jackson

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

Absent:

1. Call to Order.

President Lopez called the meeting to order at 7:00 p.m.

PUBLIC HEARING:

- 2. Public Hearing on a proposal for the City of Helotes Economic Development Corporation (HEDC) to fund a Small Business Loan Assistance Program that will offer zero (0%) interest loans to businesses in the City of Helotes that have been impacted by COVID 19. The program qualifies as an economic development "Project", as defined by Texas Local Govt. Code Chapter 505 Type B Corporations.**

President Lopez opened the public hearing at 7:02 p.m. With no one signing up to speak; the hearing was closed at 7:02 p.m.

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). The EDC will accept comments from citizens of the City of Helotes and its Extraterritorial Jurisdiction (ETJ) only. 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.

No citizens to be heard.

ITEMS FOR INDIVIDUAL CONSIDERATION:

- 4. Discussion of and action on a Resolution of the City of Helotes Economic Development Corporation (HEDC) approving a project to establish a Small Business Loan Assistance Program that will offer zero (0%) interest loans to businesses within the corporate limits of Helotes that have been impacted by the coronavirus (COVID-19); and authorizing the HEDC Executive Director to take all necessary steps to implement the provisions of this Resolution. (Staff)**

Motion was made by Matthew McCrossen, second by Kathryn Mitchell to discuss and take action on Item 4.

Marian Mendoza reviewed comments made by the Board during the last meeting and stated she was in negotiation with BCL of Texas for loan program administration.

Motion to approve the Small Business Loan Assistance Program carried unanimously.

Adjourn the regular meeting of the EDC Board of Directors.

President Lopez adjourned the meeting at 7:20 p.m.

Marian Mendoza
Executive Director

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: JUNE 10TH, 2020

05 -ECONOMIC DEVELOPMENT CORP
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
NON-PROPERTY TAXES	1,475,766.64	0.00	1,031,640.89	444,125.75	69.91
MISCELLANEOUS REVENUE	<u>21,315.10</u>	<u>0.00</u>	<u>12,630.15</u>	<u>8,684.95</u>	<u>59.25</u>
TOTAL REVENUES	<u>1,497,081.74</u>	<u>0.00</u>	<u>1,044,271.04</u>	<u>452,810.70</u>	<u>69.75</u>
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	<u>1,244,126.50</u>	<u>3,968.32</u>	<u>908,034.50</u>	<u>336,092.00</u>	<u>72.99</u>
TOTAL EXPENDITURES	<u>1,244,126.50</u>	<u>3,968.32</u>	<u>908,034.50</u>	<u>336,092.00</u>	<u>72.99</u>
REVENUES OVER/ (UNDER) EXPENDITURES	252,955.24	(3,968.32)	136,236.54	116,718.70	53.86

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: JUNE 10TH, 2020

05 -ECONOMIC DEVELOPMENT CORP
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>NON-PROPERTY TAXES</u>					
401-3140 SALES TAX	1,465,951.64	0.00	1,024,770.06	441,181.58	69.90
401-3150 MIXED BEVERAGE	<u>9,815.00</u>	<u>0.00</u>	<u>6,870.83</u>	<u>2,944.17</u>	<u>70.00</u>
TOTAL NON-PROPERTY TAXES	1,475,766.64	0.00	1,031,640.89	444,125.75	69.91
<u>MISCELLANEOUS REVENUE</u>					
406-1010 INTEREST	21,315.10	0.00	12,630.15	8,684.95	59.25
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	21,315.10	0.00	12,630.15	8,684.95	59.25
TOTAL REVENUES	<u>1,497,081.74</u>	<u>0.00</u>	<u>1,044,271.04</u>	<u>452,810.70</u>	<u>69.75</u>

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: JUNE 10TH, 2020

05 -ECONOMIC DEVELOPMENT CORP
 ADMINISTRATION
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>					
510-5101 SALARIES	72,544.50	2,742.20	51,727.49	20,817.01	71.30
510-5111 LONGEVITY	1,220.00	0.00	1,220.00	0.00	100.00
510-5113 BENEFITS	<u>18,266.42</u>	<u>421.20</u>	<u>11,960.96</u>	<u>6,305.46</u>	<u>65.48</u>
TOTAL PERSONNEL	92,030.92	3,163.40	64,908.45	27,122.47	70.53
<u>CONTRACTUAL SERVICES</u>					
510-5201 MEMBERSHIPS, DUES & LICENSES	16,000.00	0.00	11,377.80	4,622.20	71.11
510-5202 AUDIT FEES	3,200.00	0.00	3,300.00 (100.00)	103.13
510-5203 SCHOOLS, SEMINARS, CONFERENCES	3,000.00	0.00	79.00	2,921.00	2.63
510-5204 INTL. CONF. SHOPPING CENTERS	8,915.93	0.00	1,928.04	6,987.89	21.62
510-5205 BANK FEES	500.00	0.00	0.00	500.00	0.00
510-5206 LEGAL FEES / MDD CREATION	5,000.00	0.00	1,157.00	3,843.00	23.14
510-5208 CONC. DESIGN & LAND USE PLANS	15,000.00	0.00	0.00	15,000.00	0.00
510-5210 WORKSHOPS & PROMOTIONS	3,000.00	0.00	0.00	3,000.00	0.00
510-5211 MARKETING / TOURISM	35,000.00	0.00	13,107.30	21,892.70	37.45
510-5212 WEBSITE DEV. & MAINTENANCE	9,790.83	0.00	7,428.15	2,362.68	75.87
510-5214 MANAGED SVCS. AGREEMENT	5,400.00	0.00	15,000.00 (9,600.00)	277.78
510-5215 DEBT SERVICE	329,210.22	0.00	329,210.22	0.00	100.00
510-5224 OFFICE RENTAL	10,800.00	0.00	7,000.00	3,800.00	64.81
510-5225 OTHSD PARKING LOT LEASE	5,520.00	0.00	3,200.00	2,320.00	57.97
510-5227 CAPACITY / GAP ANALYSES	15,000.00	0.00	0.00	15,000.00	0.00
510-5228 VISITOR CENTER	50,000.00	0.00	0.00	50,000.00	0.00
510-5229 GATEWAY SIGNAGE	<u>50,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50,000.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	565,336.98	0.00	392,787.51	172,549.47	69.48
<u>COMMODITIES</u>					
510-5301 OFFICE SUPPLIES	3,000.00	0.00	222.04	2,777.96	7.40
510-5302 OPERATIONAL EXPENSES	14,361.70	804.92	6,454.17	7,907.53	44.94
510-5305 COMMUNICATION EQUIPMENT	1,231.63	0.00	781.47	450.16	63.45
510-5326 EXPENSE REIMBURSEMENT	183.27	0.00	82.23	101.04	44.87
510-5333 380 AGREEMENT REIMBURSEMENTS	<u>567,982.00</u>	<u>0.00</u>	<u>442,798.63</u>	<u>125,183.37</u>	<u>77.96</u>
TOTAL COMMODITIES	586,758.60	804.92	450,338.54	136,420.06	76.75
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TOTAL ADMINISTRATION	1,244,126.50	3,968.32	908,034.50	336,092.00	72.99
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TOTAL EXPENDITURES	1,244,126.50	3,968.32	908,034.50	336,092.00	72.99
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REVENUES OVER/ (UNDER) EXPENDITURES	252,955.24 (3,968.32)	136,236.54	116,718.70	53.86
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*** END OF REPORT ***



City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: June 17, 2020

Agenda Placement: **CONSENT**
 INDIVIDUAL
 PRESENTATION
 CLOSED

CAPTION:

Discussion of and action on entering into a Sublease Agreement for shared office space located at 12682 F.M 1560 West Suite 105, Helotes, Bexar County, Texas with the Helotes Area Chamber of Commerce.

BACKGROUND:

On October 2018 the Helotes Economic Development Corporation (HEDC) executed an agreement with Helotes Area Chamber of Commerce (HACC) for Services and shared office space. The services that were to be provided by the HACC was:

- Maintain regular office hours at HEDC offices to assist with walk-in traffic
- Assess issues of concern to local businesses and assist with promoting a healthy business climate with the community
- During the office hours, HACC will provide assistance to visitors, respond to telephone inquiries, distribute tourism materials and information
- Facilitate programs for business retention and expansion for existing businesses in the City
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the City's job base and improve the City's tax base

In exchange for the services and the use of the office space which included all utilities, HEDC would be given an Annual Supporting Sponsorship Package to the HACC valued at two thousand five hundred (\$2,500) dollars.

This agreement was not an automatic renewal and expired October 2019 because neither party notified the other to extend the agreement.

After reviewing the agreement and speaking with Mr. Deptuch, the landlord of the Shopping Center where HEDC offices are located, concerning the permissibility of a sublease it was determined that a sublease of the office space was the appropriate way to execute this agreement.

The total leased office space is 1,000 sq. ft with approximately 468 sq. ft being occupied by HACC. The sublease rental cost would be \$700/mth which is fifty percent (50%) of the following monthly costs:



- Monthly rent - \$900
- Average Mthly Utilities - \$130
- Cleaning Service - \$125
- Alarm - \$28
- Copier - \$215

FINANCIAL: HACC would share in the cost to cover shared office space - \$700/mth

ATTACHED:

- Attachment A – Memo from Mayor Schoolcraft – April 2019
- Attachment B – Original Service Agreement – March 2018
- Attachment C – Second Service Agreement – October 2018
- Attachment D – Proposed Sublease
- Attachment E – Response Letter from HACC
- Attachment F – IRS 501(c)3 Verification and Documents

SUBMITTED BY: Marian Mendoza, Executive Director



April 17, 2019

Memo to: Rick Schroder
Memo from: Mayor Tom Schoolcraft
Re: EDC agenda item #11, 04/17/2019

Rick,

As we discussed last week, since reviewing the original "Service and Office Use Agreement Between City of Helotes Economic Development Corporation and the Helotes Area Chamber of Commerce" and the subsequent extension of that agreement, I have several concerns about the general terms of the agreement. My main concern is with Article, Fees and Expenses whereby the Chamber has full use of the EDC office space and equipment for an in-kind trade for an Annual Supporting Sponsorship Package valued at \$2,500.00 which, apparently, includes a table for eight at the annual awards banquet and entry into the TopGolf Tournament. It is my understanding that the TopGolf event might not be on the list of events for 2019. I have attached an email to Susan Wootton, our former City Treasurer, listing my other concerns about the agreement and asked for her comments on the agreement. Her response is included in the email.

It has come to my attention that the Chamber released their only employee on 03/29/2019, and by doing so is in substantial breach of Article III, Services to be Provided, of the agreement. As of this date, they have not replaced their employee and, therefore, are still in substantial breach of the agreement. Article I, Term, states that either party "may" terminate the agreement with sixty days written notice with or without cause. However, in this case, the City was not officially notified of the change of status with the Chamber or with the ongoing failure of the Chamber to provide the services required by the terms of the agreement. As a result of this substantial breach, I recommend the EDC Board of Directors waive the sixty day notice and terminate the service agreement effective this Friday, 04/19/2019. If the EDC Board would like to consider an ongoing relationship with the Chamber, a new agreement can be created at some future date.

It is obvious that Glenn Goolsby, as a Chamber Board Member and his close affiliation with the Chamber, has a substantial conflict of interest in this matter and should not be allowed to remain in the room while this item is being discussed. As a reminder, the President of the Board is the facilitator of the meeting and, as such, should not participate in the discussion of this item.

I would like for the EDC Board members to receive this memo and my attached email to Susan Wootton by email as early as possible before their meeting tonight and also have a copy for each available at the meeting for their review and consideration during the discussion of this item.

Let me know if you have any questions.

Tom Schoolcraft

From: Tom Schoolcraft
Sent: Wednesday, April 17, 2019 10:15 AM
To: Tom Schoolcraft
Subject: Fwd: EDC/Chamber agreement

Sent from my iPad

Begin forwarded message:

From: Susan Wootton
Date: April 16, 2019 at 5:41:44 PM CDT
To: Tom Schoolcraft >
Subject: Re: EDC/Chamber agreement

Yes! I agree completely!

From: Tom Schoolcraft
Sent: Tuesday, April 16, 2019 10:31 AM
To:
Subject: EDC/Chamber agreement

Susan,

The EDC entered into an agreement with the Helotes Area Chamber of Commerce on March 22, 2018 for a six month period ending on September 30, 2018 with "payment" from the Chamber in the form of a Supporting Sponsorship Package valued at \$2,500.00. An extension of the original agreement was entered into on October 17, 2018 for a twelve month period ending on September 30, 2019. Even though the new agreement is for a period twice as long as the original agreement, the fees and expenses are the same as the original agreement of a \$2,500.00 value. This agreement is based upon an in-kind trade or barter method of payment.

The EDC pays \$800.00 per month, or \$9,600.00 per year, plus electricity, insurance, phone, printer, and office supplies. In my opinion, the Chamber should be responsible for at least 50% of the costs associated with maintaining the office plus a fixed amount for use of the printer, paper, and other supplies. The payment should be made each month by check to the EDC while any sponsorship fees and membership dues should be paid to the Chamber with a check from the EDC for the appropriate amounts. This would create a paper trail for payments made under the terms of the agreement and make it a clear business agreement not based upon in-kind donations.

I would appreciate your thoughts and comments on this agreement. The EDC will have its next meeting tomorrow night.

Thanks,

Tom

SERVICE AND OFFICE USE AGREEMENT
BETWEEN
CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION AND
HELOTES AREA CHAMBER OF COMMERCE

THIS AGREEMENT entered into this 22 day of March, 2018, by and between **CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION** (hereinafter referred to as the "HEDC"), and **HELOTES AREA CHAMBER OF COMMERCE**, a Texas nonprofit corporation (hereinafter referred to as the "HACC").

WHEREAS, the HEDC wishes to contract for Services and to allow for HACC to share offices as outlined in Section III, and;

WHEREAS, HACC wishes to provide such Services to the HEDC, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Services in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

I. TERM

This Agreement shall be for an initial term of six (6) months, effective April 1, 2018, and ending September 30, 2018. This contract may be terminated by either party with sixty (60) days written notice with or without cause.

II. RENEWAL TERMS

Following the initial term, the parties may elect to renew this Agreement under the same terms for successive one-(1) year terms. To exercise the option to extend this Agreement for an additional one-year term, each party shall notify the other in writing at least thirty (30) days prior to the expiration of the term of this Agreement. Any renewal term is contingent on and subject to budget appropriation adopted annually by the HEDC Board of Directors.

III. SERVICES TO BE PROVIDED

During the term of this Agreement, HACC shall:

- Maintain regular office hours at HEDC offices to assist with walk-in traffic.

- Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community.
- During the office hours, HACC will provide assistance to visitors, respond to telephone inquiries, distribute tourism materials and information.
- Facilitate programs for business retention and expansion for existing businesses in the City.
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the City's job base and improve the City's tax base.

IV. FEES AND EXPENSES

The HEDC agrees to provide HACC office space, including all utilities in exchange for an Annual Supporting Sponsorship Package to the Helotes Area Chamber of Commerce valued at two thousand five hundred (\$2,500.00) dollars.

V. INDEMNIFICATION

HACC SHALL, AT ALL TIMES, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION, HEDC 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 THIS AGREEMENT, WHICH RESULT FROM BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE UNDER THIS AGREEMENT.

VI. NOTICES

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 HEDC: HEDC Executive Director, PO Box 507, Helotes, TX 78023

If to HACC: HACC Chairman, P.O. Box 76, Helotes, TX 78023

VII. AMENDMENTS AND WAIVERS

Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without a prior formal contract amendment approved by the HEDC Board of Directors in advance of the change in scope, price, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

VIII. SEVERABILITY

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.

IX. APPLICABLE LAW AND VENUE

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 HEDC 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.

X. LEGAL AUTHORITY

The signers of this Agreement for the HEDC and HACC 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.

XI. PARTIES BOUND

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.

XII. ASSIGNMENTS

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.

XIII. COMPLIANCE WITH LAWS AND ORDINANCES

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.

XIV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. The parties shall not amend this Agreement, except by an amendment in writing signed by both parties.

XV. INDEPENDENT CONTRACTOR

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 HACC is an independent Contractor and is in no way an agent or employee of the HEDC. HACC 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 HACC shall be or shall be deemed to be the employee, agent, or servant of the HEDC. The HEDC is interested only in the results obtained under the Agreement; the manner and means conducting the performance this Agreement are the sole control and responsibility of HACC. None of the benefits provided by the HEDC for its employees (including, but not limited to, compensation insurance and unemployment insurance) are available from the HEDC to the employees, agents, or servants of the HACC.

XVI. WORKERS' COMPENSATION INSURANCE

HACC shall provide any workers' compensation insurance for its employees as required by State law. HACC shall also maintain motor vehicle insurance pursuant to minimum State requirements for operation of any motor vehicles under its direction and control.

XVII. EQUAL EMPLOYMENT OPPORTUNITY

This Agreement is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. HACC shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations or national origin.

XVIII. CONFLICTS OF INTEREST


HACC agrees that no employee of HACC, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with HACC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.



Sibonae Jones , Chairman
Helotes Area Chamber of Commerce

3-22-18
Date



Rick Schroder, Executive Director
Helotes Economic Development Corporation
City of Helotes, Texas

3/22/18
Date

**SERVICE AND OFFICE USE AGREEMENT
BETWEEN
CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION AND
HELOTES AREA CHAMBER OF COMMERCE**

THIS AGREEMENT entered into this 17th day of October, 2018, by and between **CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION** (hereinafter referred to as the "HEDC"), and **HELOTES AREA CHAMBER OF COMMERCE**, a Texas nonprofit corporation (hereinafter referred to as the "HACC").

WHEREAS, the HEDC wishes to contract for Services and to allow for HACC to share offices as outlined in Section III, and;

WHEREAS, HACC wishes to provide such Services to the HEDC, and;

WHEREAS, the parties desire to memorialize the terms, covenants, and conditions for the Services in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration,

I. TERM

This Agreement shall be for an initial term of twelve (12) months, effective October 1, 2018, and ending September 30, 2019. This contract may be terminated by either party with sixty (60) days written notice with or without cause.

II. RENEWAL TERMS

Following the initial term, the parties may elect to renew this Agreement under the same terms for successive one-(1) year terms. To exercise the option to extend this Agreement for an additional one-year term, each party shall notify the other in writing at least thirty (30) days prior to the expiration of the term of this Agreement. Any renewal term is contingent on and subject to budget appropriation adopted annually by the HEDC Board of Directors.

III. SERVICES TO BE PROVIDED

During the term of this Agreement, HACC shall:

- Maintain regular office hours at HEDC offices to assist with walk-in traffic.

- Assess issues of concern to local businesses and assist with promoting a healthy business climate within the community.
- During the office hours, HACC will provide assistance to visitors, respond to telephone inquiries, distribute tourism materials and information.
- Facilitate programs for business retention and expansion for existing businesses in the City.
- Such other services, as the parties agree may be feasible, necessary, and appropriate to help expand the City's job base and improve the City's tax base.

IV. FEES AND EXPENSES

The HEDC agrees to provide HACC office space, including all utilities in exchange for an Annual Supporting Sponsorship Package to the Helotes Area Chamber of Commerce valued at two thousand five hundred (\$2,500.00) dollars.

V. INDEMNIFICATION

HACC SHALL, AT ALL TIMES, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION, HEDC 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 THIS AGREEMENT, WHICH RESULT FROM BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE UNDER THIS AGREEMENT.

VI. NOTICES

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 HEDC: HEDC Executive Director, PO Box 507, Helotes, TX 78023

If to HACC: HACC Chairman, P.O. Box 76, Helotes, TX 78023

VII. AMENDMENTS AND WAIVERS

Changes, modifications, or amendments in scope, price, or fees to this Agreement shall not be allowed without a prior formal contract amendment approved by the HEDC Board of Directors in advance of the change in scope, price, or fees. No modification of this Agreement shall be binding unless made in writing and executed by both parties. No waiver by either party or any breach or obligation of the other party under this Agreement shall constitute a waiver of any other prior or subsequent breach or obligation.

VIII. SEVERABILITY

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.

IX. APPLICABLE LAW AND VENUE

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 HEDC 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.

X. LEGAL AUTHORITY

The signers of this Agreement for the HEDC and HACC 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.

XI. PARTIES BOUND

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.

XII. ASSIGNMENTS

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.

XIII. COMPLIANCE WITH LAWS AND ORDINANCES

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.

XIV. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. The parties shall not amend this Agreement, except by an amendment in writing signed by both parties.

XV. INDEPENDENT CONTRACTOR

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 HACC is an independent Contractor and is in no way an agent or employee of the HEDC. HACC 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 HACC shall be or shall be deemed to be the employee, agent, or servant of the HEDC. The HEDC is interested only in the results obtained under the Agreement; the manner and means conducting the performance this Agreement are the sole control and responsibility of HACC. None of the benefits provided by the HEDC for its employees (including, but not limited to, compensation insurance and unemployment insurance) are available from the HEDC to the employees, agents, or servants of the HACC.

XVI. WORKERS' COMPENSATION INSURANCE

HACC shall provide any workers' compensation insurance for its employees as required by State law. HACC shall also maintain motor vehicle insurance pursuant to minimum State requirements for operation of any motor vehicles under its direction and control.

XVII. EQUAL EMPLOYMENT OPPORTUNITY

This Agreement is subject to all federal, state and local laws, rules and regulations pertaining to equal employment opportunities. HACC shall not discriminate or permit discrimination in violation of federal or state laws or local ordinances because of race, color, sex, age, disability, political or religious affiliations or national origin.

XVIII. CONFLICTS OF INTEREST

HACC agrees that no employee of HACC, or its designees or agents, shall have any interest, direct or indirect, in this Agreement other than in the direct course of his/her employment with HACC.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.



Sibonae Jones, Chairman
Helotes Area Chamber of Commerce

10-18-18

Date



Rick Schroder, Executive Director
Helotes Economic Development Corporation
City of Helotes, Texas

10/18/18

Date

Sublease Agreement

Basic Information

Date: June 17, 2020

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: July 1, 2020

Sublease Term/Expiration Date: The term of this Sublease shall expire on September 30, 2020. Thereafter the Lease term maybe renewed for a continuous and successive twelve (12) month term, unless terminated by either party with thirty (30) days' written notice to the other party.

Sublease Rent: SEVEN HUNDRED AND NO/100 DOLLARS (\$700.00) 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: December 1, 2017

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.

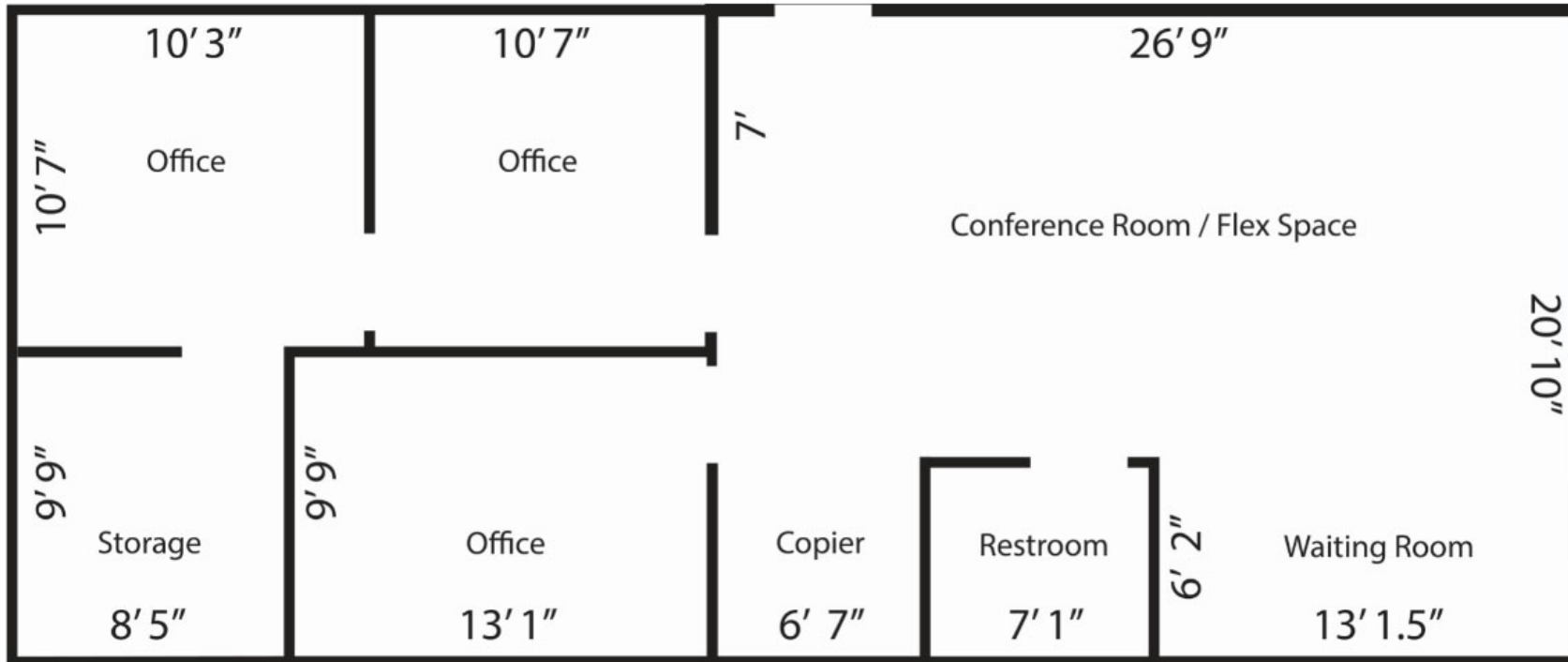
C.7. Subtenant has all the rights of Tenant under the Base Lease as to Subtenant.

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: _____ Marian Mendoza, Executive Director</p> <p>Date: _____</p>	<p>SUBTENANT:</p> <p>HELOTES AREA CHAMBER OF COMMERCE</p> <p>By: _____ _____, Chairman</p> <p>Date: _____</p>
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Exhibit A





March 12, 2020

BOARD OF DIRECTORS

Brad Graves

Chair
Coldwell Banker

Melissa Guerrero

Vice Chair
Broadway Bank

Kathy Olivarez

Secretary
Old Republic Title Company

Joel Lutz

Treasurer
Lutz Insurance Agency

Sibonae de la Garza Jones

Public Relations
Frost Bank

Rebecca Becker

Hill Country Publications

Bert Buys

Helotes Festival Association

Melody Pope Cooper

Pope Cleaners

Leah D. Flores

Phyllis Browning Company

Katrina Gonzalez

9Round

Phyllis Goodson

DoTerra Essential Oils

Stan Goodson

Apple Pest Control

Glenn Goolsby

City of Helotes EDC

Mark Lowry

Serv-Pro Helotes

Jeff Marsh

Hinee Gourmet Coffee

Lydia McCloskey

SurGIS of Texas

Dear Marian,

The Helotes Area Chamber of Commerce would like to thank you for allowing us to use the Helotes Economic Development office for the past 3 years. As a board, we have discussed this, looked at what we believe is fair for the Chamber to pay, and taken into consideration our budget and what is feasible considering we dedicate most of our money to putting back into our members and events for them to grow their businesses. We would like to counter the offer the Chamber paying the Economic Development \$300 a month to use the office space. We believe that this is a fair price because out of the 1,000 sq. ft. building, the chamber utilizes the 112 sq. ft. office space, 50% of the storage space which is 41 sq. ft. of the 81 sq. ft. storage area. This equals 153 sq. ft. that the Chamber utilizes 100% of the time, and the common area is utilized a total of 1-2 times a month for our monthly board meetings. We believe that this is a fair price due to this drastically and abruptly hitting our budget for the year, we are a non-profit organization that dedicates our time to supporting and improving local businesses throughout Helotes, and believe that the Chamber and the Economic Development being located together brings a ton of value to both the business of Helotes and each of our organizations for convenience.

Thank you for your time and consideration,

Brad Graves
Board of Directors Chair
Helotes Area Chamber of Commerce

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **NOV 09 2017**

THE HELOTES CHAMBER FOUNDATION
12951 BANDERA ROAD
HELOTES, TX 78023-0000

Employer Identification Number:
82-3140695
DLN:
26053696002807
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
October 19, 2017
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

THE HELOTES CHAMBER FOUNDATION

Sincerely,

Stephen a. martin

Director, Exempt Organizations
Rulings and Agreements



[< Back to Search Results](#)

Helotes Chamber Foundation

EIN: 82-3140695 | Helotes, TX, United States

> **Other Names**

Determination Letter

A favorable determination letter is issued by the IRS if an organization meets the requirements for tax-exempt status under the Code section the organization applied.

Determination Letter: [Determination Letter](#)

Publication 78 Data

Organizations eligible to receive tax-deductible charitable contributions. Users may rely on this list in determining deductibility of their contributions.

On Publication 78 Data List: Yes

Deductibility Code: [PC](#)

Form 990-N (e-Postcard) ⓘ

Attachment F

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than \$50,000 fall into this category.

> Tax Year 2018 Form 990-N (e-Postcard)

Tax Period:

2018 (01/01/2018 - 12/31/2018)

EIN:

82-3140695

Legal Name (Doing Business as):

The Helotes Chamber Foundation

Mailing Address:

12951 BANDERA ROAD
HELOTES, TX 78023
United States

Principal Officer's Name and Address:

GLENN GOOLSBY

12951 BANDERA ROAD
HELOTES, TX 78023
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

Tax Period:

2017 (01/01/2017 - 12/31/2017)

EIN:

82-3140695

Legal Name (Doing Business as):

The Helotes Chamber Foundation

Mailing Address:

12951 BANDERA ROAD
HELOTES, TX 78023
United States

Principal Officer's Name and Address:

CASSANDRA GARCIA

12951 BANDERA ROAD
HELOTES, TX 78023
United States

Gross receipts not greater than:

\$50,000

Organization has terminated:

No

Website URL:

Our Agency	Know Your Rights	Resolve an Issue	Other Languages	Related Sites
About IRS	Taxpayer Bill of Rights	Respond to a Notice	Español	U.S. Treasury
Work at IRS	Taxpayer Advocate Service	Office of Appeals	中文	Treasury Inspector General for Tax Administration
Help	Accessibility	Identity Theft Protection	한국어	USA.gov
Contact Your Local Office	Civil Rights	Report Phishing	Русский	
Tax Stats, Facts & Figures	Freedom of Information Act	Tax Fraud & Abuse	Tiếng Việt	
	No Fear Act			
	Privacy Policy			



City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: June 17, 2020

Agenda Placement: **CONSENT**
 INDIVIDUAL
 PRESENTATION
 CLOSED

CAPTION:

Discussion of utilizing the Economic Development Corporation funds for City events that promote local businesses as permitted under Texas Local Government Code Section 380.001 (b) Economic Development Programs and Section 505.103 Limitation on Use of Revenues for Promotional Purposes.

BACKGROUND:

The City may use the EDC under the Texas Local Government Code (TLGC) Section 380.001 (b) to provide services for promotion of the municipality for local economic development and to stimulate business and commercial activity.

As per TLGC Section 505.103 the EDC may spend revenue for promotional purposes, but there is a ten percent limitation per year. Texas Attorney General Opinion GA-0086 addresses the percentage allowed to be spent on promotional purposes stating that an EDC corporation may not spend more than ten percent of its current annual revenues for promotional purposes in any given year. However, unexpended revenues specifically set aside for promotional purposes in past years may be expended for that purpose as well.

Director Seitz requested that the EDC Board consider that funds be utilized for City events that promote local businesses. An example – the MarketPlace which brings in hundreds of people into the City of Helotes and shop at Old Town Helotes.

The total FYE 2020 budgeted revenue is \$1,475,767 and allocated ten percent for promotional purposes would be \$147,576. Currently \$35,000 is allocated promotions and marketing in the FYE 2020 Budget.

FINANCIAL: To be determined

SUBMITTED BY: Stevie Seitz

SUGGESTED MOTION: Discussion only.