



SPECIAL MEETING AGENDA

The City of Helotes Economic Development Corporation (EDC) Board of Directors will meet for a Special Meeting on Wednesday, March 3, 2021 at 7:00 p.m. in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023. This is an open meeting, subject to the open meeting laws of the State of Texas.

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, March 3, 2021. 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 – 5):

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 EDC Regular Meeting dated November 18, 2020. (Staff)

4. Approval of the EDC Fiscal Year Ending (FYE) 2021 Revenue and Expense Report dated February 09, 2021. (Staff)
5. Approval of the HEDC Quarterly Investment Report date December 31, 2020. (Staff)

ITEMS FOR INDIVIDUAL CONSIDERATION:

6. Discussion of and action on adopting the HEDC FYE 2021 Strategic Work Plan. (Staff)
7. Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (EDC) approving Amendment No. 1 to the Agreement for Management Services between the City of Helotes and the EDC. (Staff)
8. Discussion of and action on sponsoring the Helotes Area Chamber of Commerce Gift Card Give Back Program. (Staff)
9. Discussion of and action on contracting with 360 Zone to provide Google 360 Virtual Tours to businesses located within the City of Helotes. (Staff)
10. Discussion of and action on a Resolution by the Board of Directors postponing the construction of a spray park / splash pad at the Helotes Fitness and Disc Golf Course and sidewalks along Riggs Road and reallocating those funds toward emergency relief efforts to support the Helotes business community. (John Kodosky and Melody Copper)
11. Discussion of and direction on developing an Ordinance for the City of Helotes to establish requirements and guidelines for operating food truck parks in Old Town Helotes. (John Kodosky and Melody Copper)
12. Discussion of and direction on creating an e-commerce grant program for Helotes businesses. (Staff)

STAFF REPORT:

13. Update on new HEDC website design. (Staff)

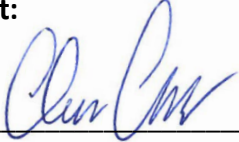
Adjourn.

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.

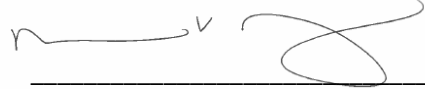
A quorum of the City Council and/or other City Boards, Committees, or Commissions may be present at this meeting. The City Council and/or other City Boards, Committees, or Commissions may not take action regarding public business or policy.

I certify that this Agenda was posted on February 26, 2021 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, November 18, 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 *Phyllis Jackson*
 John Kodosky *Greg Hayden*
 Melody Cooper

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

Absent:

1. Call to Order.

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

OPEN SESSION:

2. Citizens to be heard.

The 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 one signed up to speak on this item.

CONSENT AGENDA (ITEM NOS. 3 – 4):

All items marked with an asterisk (*) on the consent agenda were voted on as a group. Motion was made by John Kodosky, second by Greg Hayden to approve Items 3 & 4 as written. Motion carried unanimously.

3. *Approval of the minutes of the Regular Meeting dated September 16, 2020. (Staff)

4. ***Approval of the EDC Fiscal Year Ending (FYE) 2020 Revenue and Expense Report dated October 31, 2020. (Staff)**

ITEMS FOR INDIVIDUAL CONSIDERATION:

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

Motion was made by Stevie Seitz, second by John Kodosky to appoint Blain Lopez as President. Motion carried unanimously.

Motion was mad by Stevie Seitz, second by Greg Hayden to appoint Kathryn Mitchell as Vice-President. Motion carried unanimously.

Motion was made by Stevie Seitz, second by Greg Hayden to appoint John Kodosky as Secretary. Motion carried unanimously.

6. **Discussion of and action on approving amendments to the EDC Policy and Procedures to include a decision tree matrix that will be utilized to evaluate projects and expenditures over \$10,000, or another expenditure amount agreed upon by the Board of Directors, to ensure unplanned projects brought to the EDC align with the current Strategic Work Plan. (Staff)**

Blain Lopez summarized previous discussions on the item.

Motion was made by Stevie Seitz, second by Greg Hayden to approve amending the EDC Policy and Procedures to include the decision matrix. Motion carried unanimously.

7. **Discussion and action on appropriation of additional FYE 2021 funds for electrical work to connect electrical meter loop, install outlets and light poles on Old Town Helotes (OTH) Pedestrian Bridge. (Staff)**

Marian Mendoza presented the need for additional electricity to place lights on the pedestrian bridge.

Motion was made by Greg Hayden, second by Stevie Seitz to approve electrical work to connect electrical meter loop, install outlets and light poles on Old Town Helotes Pedestrian Bridge not to exceed \$6,000.00. Motion carried unanimously.

STAFF REPORT:

8. **Update/summary on the EDC FYE 2019 Strategic Work Plan and presenting proposed FYE 2021 Strategic Work Plan for review and recommendations. (Staff)**

Marian Mendoza presented staffs ideas for updating the Strategic Work Plan. She will have staff coordinate a work session in January.

9. Update on the Small Business Grant Program and Digital Billboard Advertising Program. (Marian Mendoza, Executive Director)

Marian reported that 15 local businesses had met the eligibility requirement for the grant program and 13 business had applied for the billboard program.

Adjourn the regular meeting of the EDC Board of Directors.

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

Marian Mendoza
Executive Director

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: FEBRUARY 9TH, 2021

05 -ECONOMIC DEVELOPMENT CORP
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
NON-PROPERTY TAXES	1,488,182.00	0.00	641,074.68	847,107.32	43.08
MISCELLANEOUS REVENUE	<u>12,000.00</u>	<u>0.00</u>	<u>858.25</u>	<u>11,141.75</u>	<u>7.15</u>
TOTAL REVENUES	1,500,182.00	0.00	641,932.93	858,249.07	42.79
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	<u>1,325,262.39</u>	<u>5,151.23</u>	<u>595,630.91</u>	<u>729,631.48</u>	<u>44.94</u>
TOTAL EXPENDITURES	1,325,262.39	5,151.23	595,630.91	729,631.48	44.94
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	174,919.61	(5,151.23)	46,302.02	128,617.59	26.47

CITY OF HELOTES
 REVENUE & EXPENSE REPORT - UNAUDITED
 AS OF: FEBRUARY 9TH, 2021

05 -ECONOMIC DEVELOPMENT CORP
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>NON-PROPERTY TAXES</u>					
401-3140 SALES TAX	1,474,767.00	0.00	638,870.81	835,896.19	43.32
401-3150 MIXED BEVERAGE	9,815.00	0.00	1,503.87	8,311.13	15.32
401-3160 SUBLEASE HELOTES CHAMBER	<u>3,600.00</u>	<u>0.00</u>	<u>700.00</u>	<u>2,900.00</u>	<u>19.44</u>
TOTAL NON-PROPERTY TAXES	1,488,182.00	0.00	641,074.68	847,107.32	43.08
<u>MISCELLANEOUS REVENUE</u>					
406-1010 INTEREST	<u>12,000.00</u>	<u>0.00</u>	<u>858.25</u>	<u>11,141.75</u>	<u>7.15</u>
TOTAL MISCELLANEOUS REVENUE	12,000.00	0.00	858.25	11,141.75	7.15
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TOTAL REVENUES	1,500,182.00	0.00	641,932.93	858,249.07	42.79
	=====	=====	=====	=====	=====

CITY OF HELOTES
REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: FEBRUARY 9TH, 2021

05 -ECONOMIC DEVELOPMENT CORP
ADMINISTRATION
EXPENDITURES

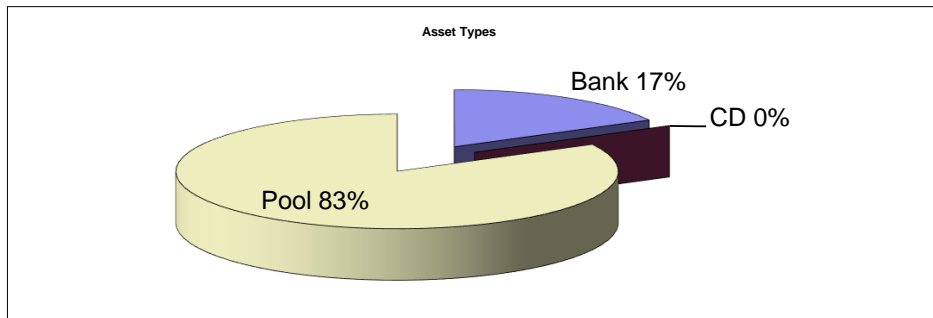
	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL</u>					
510-5101 SALARIES	74,721.35	2,817.04	28,095.56	46,625.79	37.60
510-5111 LONGEVITY	1,460.00	0.00	1,340.00	120.00	91.78
510-5113 BENEFITS	<u>19,360.04</u>	<u>434.66</u>	<u>6,709.55</u>	<u>12,650.49</u>	<u>34.66</u>
TOTAL PERSONNEL	95,541.39	3,251.70	36,145.11	59,396.28	37.83
<u>CONTRACTUAL SERVICES</u>					
510-5201 MEMBERSHIPS, DUES & LICENSES	15,000.00	1,000.00	1,907.68	13,092.32	12.72
510-5202 AUDIT FEES	3,400.00	0.00	1,700.00	1,700.00	50.00
510-5203 SCHOOLS, SEMINARS, CONFERENCES	3,200.00	0.00	355.00	2,845.00	11.09
510-5204 INTL. CONF. SHOPPING CENTERS	3,200.00	0.00	0.00	3,200.00	0.00
510-5205 BANK FEES	750.00	0.00	0.00	750.00	0.00
510-5206 LEGAL FEES / MDD CREATION	3,000.00	0.00	76.00	2,924.00	2.53
510-5208 CONC. DESIGN & LAND USE PLANS	15,000.00	0.00	0.00	15,000.00	0.00
510-5210 WORKSHOPS & PROMOTIONS	3,000.00	0.00	0.00	3,000.00	0.00
510-5211 MARKETING / TOURISM	30,000.00	0.00	6,272.88	23,727.12	20.91
510-5212 WEBSITE DEV. & MAINTENANCE	12,000.00	0.00	0.00	12,000.00	0.00
510-5214 MANAGED SVCS. AGREEMENT	30,000.00	0.00	30,000.00	0.00	100.00
510-5215 DEBT SERVICE	321,669.00	0.00	321,669.00	0.00	100.00
510-5216 SBLAP GRANTS & ADMINISTRATION	0.00	0.00	25,600.00	(25,600.00)	0.00
510-5224 OFFICE RENTAL	12,000.00	0.00	3,100.00	8,900.00	25.83
510-5225 OTHSD PARKING LOT LEASE	5,520.00	0.00	1,762.27	3,757.73	31.93
510-5228 VISITOR CENTER	50,000.00	0.00	0.00	50,000.00	0.00
510-5230 MARKETING/CITY EVENTS	<u>110,000.00</u>	<u>0.00</u>	<u>450.00</u>	<u>109,550.00</u>	<u>0.41</u>
TOTAL CONTRACTUAL SERVICES	617,739.00	1,000.00	392,892.83	224,846.17	63.60
<u>COMMODITIES</u>					
510-5301 OFFICE SUPPLIES	2,000.00	0.00	117.06	1,882.94	5.85
510-5302 OPERATIONAL EXPENSES	8,500.00	899.53	2,921.74	5,578.26	34.37
510-5305 COMMUNICATION EQUIPMENT	1,232.00	0.00	417.54	814.46	33.89
510-5326 EXPENSE REIMBURSEMENT	250.00	0.00	0.00	250.00	0.00
510-5333 380 AGREEMENT REIMBURSEMENTS	<u>600,000.00</u>	<u>0.00</u>	<u>163,136.63</u>	<u>436,863.37</u>	<u>27.19</u>
TOTAL COMMODITIES	611,982.00	899.53	166,592.97	445,389.03	27.22
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TOTAL ADMINISTRATION	1,325,262.39	5,151.23	595,630.91	729,631.48	44.94
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TOTAL EXPENDITURES	1,325,262.39	5,151.23	595,630.91	729,631.48	44.94
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REVENUES OVER/(UNDER) EXPENDITURES	174,919.61	(5,151.23)	46,302.02	128,617.59	26.47
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*** END OF REPORT ***

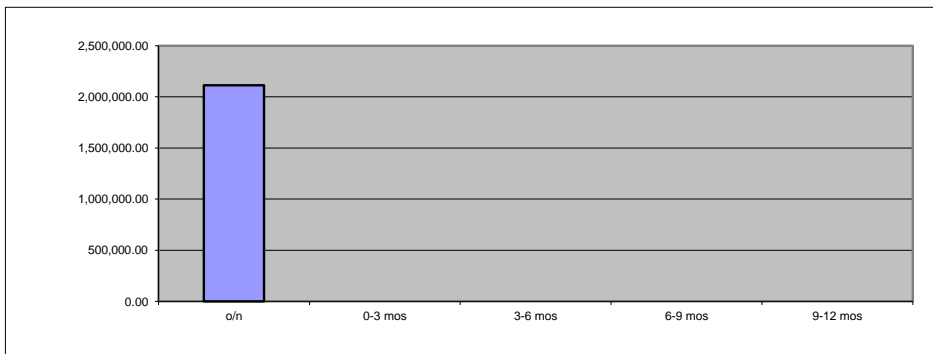
**CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION
 QUARTERLY INVESTMENT REPORT SUMMARY
 PERIOD ENDING 12/31/20**

Beginning Book Value	\$ 1,806,753.31
Beginning Market Value	\$ 1,806,753.31
Beginning Weighted Average Maturity	0 days
Beginning Yield	0.2700%
Ending Book Value	\$ 2,113,117.79
Ending Market Value	\$ 2,113,117.79
Ending Weighted Average Maturity	0 days
Ending Yield	0.1400%
Unrealized Gain/(Loss)	\$ -
Change in Market Value	\$ 306,364.48
Benchmark Yield (6 Mth. T-Bill)	0.1000%

Allocation by Type of Investment



Allocation by Maturity Date



CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION													
QUARTERLY INVESTMENT REPORT													
as of													
12/31/20													
Purchase Date	Security	Coupon or Avg. Rate	Quarter Ending Date	Yield	Par	Price	Days to Maturity	Beginning Book	Beginning Market	Ending Book	Ending Market	Change in Market	Period Earnings
Bank Checking Accounts													
N/a	Frost Operating Fund	0.0100%	12/31/20	0.0100%	\$364,136.54	100.000	0	\$ 320,418.04	\$ 320,418.04	\$ 364,136.54	\$ 364,136.54	\$ 43,718.50	\$ 4.86
Subtotal Checking Accounts					\$ 364,136.54			\$ 320,418.04	\$ 320,418.04	\$ 364,136.54	\$ 364,136.54	\$ 43,718.50	\$ 4.86
Pools													
N/a	LOGIC Operating Fund	0.1662%	12/31/20	0.1662%	\$1,748,954.43	100.000	0	\$ 1,486,308.45	\$ 1,486,308.45	\$ 1,748,954.43	\$ 1,748,954.43	\$ 262,645.98	\$ 645.98
N/a	TexPool Operating Fund	0.1779%	12/31/20	0.1779%	\$26.82	100.000	0	\$ 26.82	\$ 26.82	\$ 26.82	\$ 26.82	\$ -	\$ -
Subtotal Pools					\$ 1,748,981.25			\$ 1,486,335.27	\$ 1,486,335.27	\$ 1,748,981.25	\$ 1,748,981.25	\$ 262,645.98	\$ 645.98
TOTALS					\$ 2,113,117.79			\$ 1,806,753.31	\$ 1,806,753.31	\$ 2,113,117.79	\$ 2,113,117.79	\$ 306,364.48	\$ 650.84
												Average Weighted Maturity	0 days
												Average Weighted Yield	0.14%
												Average Portfolio Benchmark (6 Mth. T-Bill)	0.10%
This quarterly report has been prepared in compliance with the Public Funds Investment Act and the EDC's Investment Policy.													
Notes: Funds are left in the bank depository to pay for bank fees. Bank fees are charged based upon an Earnings Credit Rate (ECR) equal to the prior month's average 91-day T-bill rate + 25 points. The ECR is paid directly to the bank depository. Approx. Oct. ECR = 0.36%; Nov. ECR = 0.35%; Dec. ECR = 0.34%.													
For EDC Capital Fund monies, see City's Quarterly Investment Report dated 12/31/2020.													
<i>Tabitha Durr</i> 01/19/21 Investment Officer Date													



City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: November 17, 2021

Agenda Placement: CONSENT
 INDIVIDUAL
 STAFF REPORT
 PRESENTATION
 CLOSED

CAPTION:

Discussion of and action on a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation approving the FYE 2021 Strategic Work Plan.

BACKGROUND:

The proposed HEDC FYE 2021 Strategic Work Plan is a result of the Board of Directors work session held on January 27th. The plan reflects short-term and long-term goals to take place during the 2021 – 2025 period. The purpose of the plan, in combination with the HEDC Budget, is to guide project implementation, provide support to businesses in the City of Helotes, and attract new development.

Staff has made revisions to the Strategic Work Plan as recommended by the Directors during the work session. The plan is now being presented to the Board for review and approval.

FINANCIAL: N/A

ATTACHMENT: Attachment A – Resolution and HEDC 2021 Strategic Work Plan

SUBMITTED BY: EDC Staff

DATE SUBMITTED: February 12, 2021

RESOLUTION NO. 21-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION (HEDC) APPROVING THE FISCAL YEAR ENDING 2021 STRATEGIC WORK PLAN; INCORPORATING FINDINGS; AUTHORIZING THE EDC EXECUTIVE DIRECTOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City authorized the creation of the Corporation pursuant to the provisions of Texas Revised Civil Statutes Annotated Article 5190.6, as amended (the “Act”); and

WHEREAS, the mission of the Corporation is to promote, encourage, and enhance the creation of new and expanded business enterprises in the City, the creation of jobs in the City, and the expansion of the local sales and property tax base through economic development projects that assist in the retention and expansion of existing employers and which attract new employers and aid in their development, growth, and investment of human and capital resources within the City; and

WHEREAS, Article Four of the Amended Bylaws requires the Board of Directors to create and implement an Economic Development Plan and present to City Council for approval; and

WHEREAS, the Board of Directors have created the FYE 2021 Strategic Work Plan to meet this requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION THAT:

Section One. Findings. The FYE 2021 Strategic Work Plan meets the requirements of Article Four of the Amended Bylaws.

Section Two. Authorization. The FYE 2021 Strategic Work Plan attached hereto as Exhibit “A” is hereby approved by the Board of Directors of the Corporation. The Board authorizes the EDC Executive Director to present the Plan to City Council for final approval.

Section Three. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The City Council hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

Section Four. Effective Date. This Resolution shall be effective immediately upon the approval of the Board of Directors of the Corporation.

PASSED AND APPROVED THIS 17TH DAY OF FEBRUARY, 2021.

CITY OF HELOTES EDC:

ATTEST:

Marian Mendoza, EDC Executive Director

Glenn Goolsby, Assistant Director

City of Helotes Economic Development Corporation

FYE 2021 WORK PLAN

ADMINISTERED BY:



BOARD OF DIRECTORS

Blaine Lopez, President, Place Four
Kathryn Mitchell, Vice President, Place Five
John Kodosky, Secretary, Place Three
Phyllis Jackson, Place One
Melody Cooper, Place Two
Gregory Hayden, Place Six
Stevie Seitz, Place Seven

TECHNICAL SUPPORT

Marian Mendoza, Executive Director
Glenn Goolsby, Asst. Director

Approved by the HEDC Board of Directors on TBD.
Approved by the City Council on TBD.

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PAGE 4 	GOAL 1: Accelerate Recovery
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PAGE 6 	GOAL 3: Implement and Enhance Economic Development Marketing
PAGE 7 	GOAL 4: Advance Local Education and Workforce Development
PAGE 8 	GOAL 5: Evaluate and Develop a Visitor Center

EXECUTIVE SUMMARY

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

MISSION STATEMENT

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

VISION STATEMENT

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

HISTORY

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

Today, the HEDC remains dedicated to thoughtful economic growth, and supports public and private investment in projects that improve the economic outlook of the City and enhance the quality-of-life for more than 9,000 Helotes citizens.

GOAL 1 | ACCELERATE RECOVERY

short-term term goal (2021 – 2023)

PRIORITY ONE:

Coordinate short-term economic recovery efforts from the COVID-19 pandemic by aggregating information and allocating resources to top priorities.

PROJECTS

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

GOAL 2 | ASSESS AND IMPLEMENT A TARGETED DEVELOPMENT PROGRAM long-term term goal (2021 – 2025)

PRIORITY ONE:

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

PROJECTS

- Survey development trends and identify any opportunities.
- Evaluate unmet community needs and target those sectors.
 - Determine community needs and wants (restaurants, brewery, distillery, entertainment, office, etc.)
- Work with property owners, brokers, and developers to attract new investments.

PRIORITY TWO:

Implement programs to encourage targeted development of restaurants, entertainment concepts, breweries, distilleries, hotels, and other mixed-use concepts.

PROJECTS

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

**GOAL 3 | IMPLEMENT AND ENHANCE ECONOMIC DEVELOPMENT MARKETING
short-term goal (2021 – 2022)****PRIORITY ONE:**

Enhance external communication of development opportunities in Helotes.

PROJECTS

- Ensure easy access to complete and pertinent development information on City and HEDC websites and through other electronic mediums.
 - Work to launch a new HEDC website in Q1 2021.
 - Contract with ReSimplifi to build a comprehensive commercial database.
- Use social media and other mediums to promote development opportunities.
 - Create posts to promote development/lease opportunities in Helotes.
- Attend trade and similar events and distribute information directly to the development and real estate community.

PRIORITY TWO:

Enhance communication to businesses of the benefits of annexation.

PROJECTS

- Identify businesses that would benefit from annexation.
- Consider targeted incentives to encourage annexation.

PRIORITY THREE:

Brand and promote Helotes as a tourism destination.

PROJECTS

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

GOAL 4 | ADVANCE LOCAL EDUCATION AND WORKFORCE DEVELOPMENT **short-term goal (2021 – 2022)**

PRIORITY ONE:

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

PROJECTS

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

GOAL 5 | EVALUATE AND DEVELOP A VISITOR CENTER
long-term goal (2021 – 2025)**PRIORITY ONE:**

Establish a Helotes Visitor Center consisting of office space for the HEDC, Helotes Area Chamber of Commerce, Historical Society of Helotes, and other interested organizations that provide governmental, educational, and/or business-related assistance to the community.

PROJECTS

- Gather potential stakeholders and develop a memorandum of understanding.
- Identify the needs of each entity and create a preliminary site plan.
- Conduct site assessments and determine suitable tract(s).
- Complete land and construction cost estimates.
- Complete a cost benefit analysis of leasing versus ownership.
- Obtain approval from stakeholders and City Council on most viable option.



City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: November 17, 2021

Agenda Placement: CONSENT
 INDIVIDUAL
 STAFF REPORT
 PRESENTATION
 CLOSED

CAPTION:

Approval of a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation (EDC) approving Amendment No. 1 to the Agreement for Management Services between the City of Helotes and the EDC.

BACKGROUND:

At the FYE 2021 Strategic Work Plan work session held on January 27, 2021, Staff presented the benefits of having the City's Public Relations Specialist provide digital management services to the HEDC. This position will manage the HEDC's website and social media accounts. This would allow for the website to be updated in-house and in a timely manner. Social media accounts would be utilized on a daily basis to support current businesses and promote the #shophelotes brand.

The additional duties will be incorporated into the City of Helotes Public Relations Specialist job description. Compensation for the additional duties will be integrated in the current salary and reimbursed by HEDC through the Agreement for Management Services.

FINANCIAL:

\$6,000 – to included additional salary and benefits costs

ATTACHMENTS:

Attachment A – Resolution and Amendment No. 1 to Agreement for Management Services

SUBMITTED BY: Marian V. Mendoza

DATE SUBMITTED: February 5, 2021

RESOLUTION NO. 21-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR MANAGEMENT SERVICES BETWEEN THE CITY OF HELOTES AND THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION; 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.

WHEREAS, the City of Helotes Economic Development Corporation (hereinafter referred to as the “Corporation”) entered into an agreement on September 16, 2020 providing that certain administrative services of the Corporation will be performed by the City of Helotes, Texas (hereinafter referred to as the “City”); and

WHEREAS, the Corporation desires to amend the Agreement to include digital management services that will be performed by the City and will increase the annual lump sum paid by the Corporation to the City for all administrative services; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION THAT:

Section One. Approval. The City of Helotes Economic Development Corporation, hereby approves Amendment No. 1 to the Agreement for Management Services (the “Agreement”), increasing the annual administrative services sum paid by the Corporation to the City. Amendment No. 1 to the Agreement for Management Services is attached hereto as Exhibit A.

Section Two. Authorization. The Executive Director is hereby authorized to take all necessary steps to implement the provisions of this Resolution.

Section Three. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section Four. Recitals. The Board of Directors finds all the above recitals to be true and correct and incorporates the same in this Resolution as findings of fact.

Section Five. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The Board of Directors hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof,

irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

PASSED AND APPROVED THIS 17TH DAY OF FEBRUARY, 2021.

CITY OF HELOTES EDC:

ATTEST:

Marian Mendoza, EDC Executive Director

Glenn Goolsby, Assistant Director

DRAFT

**AMENDMENT NO. 1 TO THE AGREEMENT FOR MANAGEMENT SERVICES
BETWEEN THE CITY OF HELOTES AND
THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION**

THIS AGREEMENT, amended as of the 17TH day of February, 2021 by and between the City of Helotes (the “City”), acting by and through its Mayor, Thomas A. Schoolcraft, and the City of Helotes Economic Development Corporation (the “EDC”), acting by and through its Executive Director, Marian Mendoza.

WITNESSETH:

III

The EDC shall pay a fixed fee for management services provided the EDC by the City, pursuant to this Agreement.

Subject to the City this Agreement with the EDC for management services, the EDC shall pay to the City for management services included within this Agreement the annual amended sum of \$36,000.00.

In the event of the termination of this Agreement, the EDC will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the Agreement and any and all continuing costs incurred by the City after Agreement termination associated with City oversight of the EDC, as prescribed by the EDC Articles of Incorporation and Bylaws.

IX

This amendment shall take effect on date of execution of agreement and expire on September 30, 2021 and is subject to amendment and extension at such time.

IN WITNESS WHEREOF, the parties have executed this Agreement in the year and on the day indicated.

**CITY OF HELOTES
ECONOMIC DEVELOPMENT CORPORATION**

Marian Mendoza, Executive Director

Date

ATTEST:

Glenn Goolsby, Assistant Director

Date

CITY OF HELOTES

Thomas Schoolcraft, Mayor

Date

ATTEST:

Celina Perez, City Secretary

Date



City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: November 17, 2021

- Agenda Placement:** CONSENT
 INDIVIDUAL
 STAFF REPORT
 PRESENTATION
 CLOSED

CAPTION:

Discussion of and action on sponsoring the Helotes Area Chamber of Commerce Gift Card Give Back Program.

BACKGROUND:

The Helotes Area Chamber of Commerce has created a community initiative through a gift card give back program. They are currently raising funds to support a buy-one get-one free gift card event to support local small businesses and restaurants. Individuals will be able to buy a gift card on March 19th on the Chamber's website and the amount purchased will be matched to \$100. The Chamber will then purchase gift cards from the requested business and mail them out.

The Chamber currently has 38 qualifying businesses located within the City of Helotes. They have committed to providing a list of purchases made for each business after March 19th to ensure the HEDC's monies are only used for businesses located within the city limits.

This item meets Goal 1: Accelerate Recovery.

FINANCIAL: \$5,000

ATTACHMENT: Attachment A – City of Helotes Qualifying Business List

Attachment B – Chamber of Helotes Program Flyer

SUBMITTED BY: EDC Staff

DATE SUBMITTED: February 05, 2021

List of Eligible Helotes Businesses

- 1 46th Street Pizzeria
- 2 AHNEW Physical Therapy
- 3 Auravia Holistic Therapy
- 4 B-Daddy BBQ
- 5 Bobby J's
- 6 Burger King
- 7 Casa Pasta
- 8 Christian Brothers
- 9 Club Pilates
- 10 Computer Repair Zone
- 11 Congelato
- 12 D'Anthony Salon
- 13 El Chaparral
- 14 Elf Hardware
- 15 Elite Chiropractic
- 16 Floore's
- 17 Healing Hands
- 18 Helotes Collision
- 19 Helotes Creek Winery
- 20 Helotes Festival Association
- 21 Helotes Gallery
- 22 Helotes Tactical
- 23 Janus Custom Homes
- 24 Jugo Juicery
- 25 Law Offices of Paul Owens
- 26 Lonestar BBQ Pro Shop
- 27 Marvelously Made
- 28 Neeley Counseling
- 29 Olive Branch Counseling
- 30 Pope's Cleaners
- 31 Schott's
- 32 Second Chance Thrift Shop
- 33 Simply Yours
- 34 SurGIS of Texas
- 35 Texas Grounds Coffee
- 36 The Cracked Mug
- 37 Whimsical Annie's
- 38 Wine 101



Helotes Area Chamber
**GIFT CARD
GIVE BACK**

March
19th

8:00 AM UNTIL
SOLD OUT

Help
Support local
businesses!

**TURN
\$1 INTO \$2**

EX: \$100 GIFT CARD PURCHASE
+ \$100 HACC MATCH = \$200

SUPPORTING OUR COMMUNITY!

MAX OF \$100 MATCH PER HOUSEHOLD

A LIST OF PARTICIPATING
BUSINESSES & HOW TO
PURCHASE WILL BE LISTED
ON OUR WEBSITE ONE
WEEK BEFORE THE DATE.

*Eligible businesses **must** be
either a small business or local
restaurant AND a member of the
Helotes Area Chamber of
Commerce to participate.

BUY A GIFT CARD

BOGO

& WE WILL MATCH IT!

One day only!

HOW IT WORKS:

PURCHASE A GIFT CARD FROM A PARTICIPATING HELOTES
BUSINESS ON OUR WEBSITE FOR AN AMOUNT OF \$25,
\$50, \$75, OR \$100 AND THE CHAMBER WILL 100%
MATCH THE AMOUNT! THIS WILL BE AVAILABLE FOR ONE
DAY ONLY OR UNTIL WE SELL OUT! GIFT CARDS WILL BE
MAILED DIRECTLY TO YOU. OR PICKED UP AT OUR OFFICE.

*The Chamber reserves the right to decline a purchase and refund if it
does not fit our criteria.

**FOR PROGRAM DETAILS
PLEASE VISIT:
WWW.HELOTESCHAMBER.COM!
OR CALL 210-931-0683**



Helotes Area Chamber
**GIFT CARD
GIVE BACK**

March
19th

8:00 AM UNTIL
SOLD OUT

SMALL BUSINESS GIFT CARD GIVE BACK

THIS EVENT IS AN EXCELLENT WAY TO SHOW YOUR SUPPORT OF THE BUSINESSES IMPACTED BY COVID-19. WE ARE RAISING FUNDS TO HELP MATCH GIFT CARD PURCHASES WHICH DIRECTLY BENEFITS THE LOCAL SMALL BUSINESSES!

SPONSORSHIP LEVELS

\$5,000 COMMUNITY CHAMPION SPONSORSHIP

- PREMIER LOGO PLACEMENT ON FLYER AND ADVERTISEMENTS
- LOGO PREDOMINATELY PLACED ON WEBSITE WITH LINK
- SOCIAL MEDIA RECOGNITION

\$2,500 PRESENTING SPONSORSHIP

- LOGO PREDOMINATELY PLACED ON FLYER AND ADVERTISEMENTS
- LOGO PREDOMINATELY PLACED ON WEBSITE WITH LINK
- SOCIAL MEDIA RECOGNITION

\$1,000 SUPPORTING SPONSORSHIP

- LOGO PLACED ON FLYER AND ADVERTISEMENTS
- LOGO PREDOMINATELY PLACED ON WEBSITE WITH LINK
- SOCIAL MEDIA RECOGNITION

ANY DONATION WILL BE ACCEPTED TO ASSIST IN OUR COMMUNITY RECOVERY.



CONTACT US FOR MORE INFO:

EMAIL RNBARRINGER@HELOTESCHAMBER.COM

OR CALL 210-931-0683 FOR MORE

INFORMATION ON HOW TO HELP US GIVE BACK

TO OUR LOCAL BUSINESSES!

City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: November 17, 2021

Agenda Placement: **CONSENT**
 INDIVIDUAL
 STAFF REPORT
 PRESENTATION
 CLOSED

CAPTION:

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

BACKGROUND:

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 four occasions since 2014 assisting 65 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. Staff has identified 17 new or relocated businesses that include; Busted Sandal, Caliber Auto, Casa Pasta, Cheetalish, Club Pilates, Dunkin Donuts, Excellence Realty, Goddess Nails, Helotes Creek Winery, Judicial Services, Lone Star BBQ, Marvelously Made, Mary's Tacos, Musa Nails, O'Reilly Auto, The Cottage, and Zen Skin Spa. The cost for each business is determined by the number of pano's or 360 images needed to capture their lease space.

Google 360 Virtual Tour also known as Google Business View, brings customers inside a local business using technology that provides an experience similar to Google Street View. Customers have the ability to walk around a business location in much the same way they've walked down various streets on Google Maps. As an online marketing tool, Google Business View gives an edge to those who add the service to their Google profile. Google Business View is visible through Google Maps, Google profile page and in most cases Google search. The added virtual tour encourages customers to click into the business and have a look around. Google Business View has the potential to grab the attention of prospective customers and help a business keep that attention.

This item meets Goal 1: Accelerate Recovery.

FINANCIAL: Up to \$8,000.00



ATTACHMENT: Attachment A – Google Tour Summary

Attachment B – Vendor Contract

Attachment C – Business Contract

SUBMITTED BY: EDC Staff

DATE SUBMITTED: 2/5/21



Google tour with high resolution still photos

Under 10 panos	(Small Business)	5 photos	\$250.00
up to 20 panos	(Med Business)	7 Photos	\$400.00
Up to 30 panos	(Lare Business)	7 Photos	\$600.00
Up to 40 panos	(Very LargBusiness)	10 photos	\$800.00

HEC will be billed on the end of each month for business completed for the Google/Helotes project.

- * Tour will be hosted on Google
- * Tour will be integrated with Street View
- * Tour will be integrated on Google Maps
- * Instructions on how to get the embedding code so you can put the Google 360 tour on your website.
- * Setup and upload of all photos onto Google maps.
- * Short HTML code to send your tour through email.
- * All high quality still photographs may be used in your print media, website, and advertising needs. (royalty free).

All photo tours and still photos will be taken by John Almarez from 360 Zone.

JOHN ALMAREZ 360 ZONE
 Google Street View Trusted
 PHOTOGRAPHER
 Based in San Antonio TX
 210 860-8925 / www.360zone.com
almarez808@gmail.com



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 eight (8) months, beginning February 17, 2021 and ending September 30, 2021; provided, however, that this Agreement may be extended until December 31, 2021, 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 eight (8) 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 Specialist
PO Box 507
Helotes, TX 78023

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

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

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

VII. REFUND

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

VIII. INDEMNIFICATION

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

IX. INSURANCE

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

X. NOTICES

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

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

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

XI. AMENDMENTS

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

XII. SEVERABILITY

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

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

XIII. LAW APPLICABLE

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

XIV. LEGAL AUTHORITY

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

XV. PARTIES BOUND

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

XVI. ASSIGNMENT

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

XVII. COMPLIANCE WITH LAWS AND ORDINANCES

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

XVIII. ENTIRE AGREEMENT

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

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

IXX. INDEPENDENT CONTRACTOR

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

EXECUTED and AGREED to this the 17th day of February, 2021

John Almarez
360 Zone

Date

Marian Mendoza, Executive Director
City of Helotes, Texas

Date



**THE CITY OF HELOTES
ECONOMIC DEVELOPMENT CORPORATION
GOOGLE BUSINESS PHOTOS
SERVICE AGREEMENT**

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 _____ (hereinafter referred to as the "Business"), and John Almaraz, 360 Zone (hereinafter referred to as the "Photographer"), all of which may be referred to herein collectively as the "Parties" or singularly as "Party".

I. PURPOSE

1.1 The purpose of the Agreement is to establish the terms and conditions under which the Business will participate in Google Business Photos Program, including the Photographer's and EDC's obligations hereunder and the associated costs and manner and method of payment.

II. TERM

2.1 The term of this Agreement is for eight (8) months, beginning February 17, 2021 and ending September 30, 2021 for a one-time photography session.

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 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;
- 3.1.2 Photographer will use commercially-reasonable efforts to ensure that the photographs meet the Google Business Photos Program's technical specifications; and
- 3.1.2 Photographer hereby assigns (or will procure the assignment of) all ownership rights in the photographs (including intellectual property rights) to Business and the EDC.

IV. TIME AND DATE OF SERVICE

4.1 Upon signature, Photographer will coordinate with the Business to schedule a time and date agreed upon by all Parties to provide the photographic services.

V. COMPENSATION

5.1 The EDC has contracted payment with the Photographer to provide a one-time Google Business Photos Session for all businesses with a Certificate of Occupancy in the City of Helotes and eligible under Google Business Photos Policies.

VI. PAYMENT FOR SERVICES

6.1 Business shall not be responsible for any payment to the EDC or Photographer in the performance of this Agreement.

VII. AUTHORIZATION OF PHOTOGRAPHY

7.1 Business hereby authorizes and licenses the EDC the right to use the photography for the purposes of creating or updating the Google Business Profile, EDC Business Directory Website, and other promotional materials.

VIII. INDEMNIFICATION

8.1 BUSINESS SHALL, AT ALL TIMES, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION, EDC BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION, AND PHOTOGRAPHER 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 PHOTOGRAPHER'S OPERATIONS OR ITS SERVICES, WHICH RESULT FROM BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE UNDER THIS AGREEMENT.

IX. SEVERABILITY

9.1 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.

X. LAW APPLICABLE

10.1 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.

XI. LEGAL AUTHORITY

11.1 The signers of this Agreement for the EDC, Photographer, and Business 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.

XII. PARTIES BOUND

12.1 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.

XIII. ASSIGNMENT

13.1 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

14.1 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.

XIV. ENTIRE AGREEMENT

15.1 This Agreement constitutes the final and entire Agreement between the Parties hereto and contains 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.

EXECUTED and AGREED to this the ____ day of _____, 2021

Business Owner or Authorized Agent

Date

John Almarez
360 Zone

Date

Marian Mendoza, Executive Director

Date

City of Helotes, Texas



City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: February 17, 2021

- Agenda Placement:** CONSENT
 INDIVIDUAL
 STAFF REPORT
 PRESENTATION
 CLOSED

CAPTION:

Discussion of and action on a Resolution of the Board of Directors of the City of Helotes Economic Development Corporation postponing the construction of a spray park / splash pad at the Helotes Fitness Park & Disc Golf Course and postponing the sidewalks along Riggs Road; Reallocating those funds towards emergency relief efforts to support the Helotes business community through the Small Business Assistance Grant Program. (Director John Kodosky and Director Melody Pope)

BACKGROUND:

In light of the financial hardship Helotes businesses have faced during COVID-19, it is prudent that every effort be made to assist in their recovery efforts. On October 16, 2019 the HEDC approved funding for the construction of a spray park / splash pad at the Helotes Fitness and Disc Golf Course and for sidewalks along Riggs Road.

The HEDC has an opportunity to temporarily redirect these funds to support the immediate needs of our businesses by establishing programs to assist in their relief efforts such as a second round of grant funds through the Small Business Grant Assistance Program.

The second round SBGAP could provide grants based on annual gross revenue with annual revenues under \$100,000 receiving \$5,000 grant; annual revenues from \$100,001 to \$1,000,000 receiving \$15,000; and annual revenues from \$1,000,001 to \$2,500,000 receiving \$25,000. The following are recommended eligibility requirements for each business to qualify for assistance:

- Located within the corporate limits of the City of Helotes and must be in current compliance with the City of Helotes Code of Ordinances, including all applicable zoning and land use ordinances;
- Must have a current Certificate of Occupancy in Helotes;
- Must have been in business since June 2019;
- Business must be impacted by COVID-19 and the health and safety restrictions such as business interruptions or business closures incurred as a result of the COVID-19 pandemic

- Must demonstrate a loss of revenue of 20% or more during any quarter in 2020 as compared to 2019;
- Must agree to keep current level of employees for 6 months;
- Priority will be given to businesses who have not received a grant from any local, state or federal agency;
- Industries of professional services such as physicians, clinics, dentists, attorneys, engineers, architects, insurance agencies, vacation and long-term rentals, and sexually oriented businesses are not included.

Additional items for consideration include:

- Businesses/Owners receiving a previous Small Business Assistance Grant award will NOT be eligible for another grant award in the second round.;
- "Eligible Small Business" means small businesses and small nonprofits operating within the city limits of Helotes;
- "Small Businesses" means sole proprietors, independent contractors, 1099 workers, and/or registered "for-profit" business entities (e.g., C-corporations, S-corporations, limited liability companies, partnerships) that have yearly gross revenue of \$2.5 million or less based on most recent available tax return (2018 or 2019); must have minimum yearly gross revenue of \$1,000;
- "Small Nonprofits" means registered 501(c)(3), 501(c)(6) or 501(c)(19) nonprofit entities that have yearly gross revenue of \$2.5 million or less based on most recent available Form 990 (2018 or 2019); must have minimum yearly gross revenue of \$1,000; nonprofit entities types include corporation, limited liability company, trust, or unincorporated association; and
- Consider allocation up to \$75,000 for efforts to help businesses expand to meet the demands placed upon them by the pandemic, who don't necessarily show a loss of revenue.

FINANCIAL: Financial allocation up to \$475,000.00. Funds could potentially be reallocated to create a second grant program for local businesses or other relief efforts.

SUBMITTED BY: Director John Kodosky & Director Melody Cooper

DATE SUBMITTED: February 4, 2021

Signature: _____



John Kodosky

Signature: _____



Resolution No. 21-__

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION (“EDC”) APPROVING THE TEMPORARY REAPPROPRIATION OF FUNDS ALLOCATED TO THE CONSTRUCTION OF A SPRAY PARK / SPLASH PAD AT THE HELOTES FITNESS PARK AND DISC GOLF COURSE AND CONSTRUCTION OF NEW SIDEWALKS ALONG RIGGS RD. FROM OUR LADY GUADALUPE CATHOLIC CHURCH (OLG) TO F.M. 1560 AND ALONG OLD F.M. 1560 FROM F.M. 1560 TO HELOTES CITY HALL; REALLOCATING SAID FUNDS TO SUPPORT EMERGENCY RELIEF EFFORTS THAT SUPPORT THE HELOTES BUSINESS COMMUNITY; INCORPORATING RECITALS; DECLARING A PUBLIC PURPOSE; AUTHORIZING THE EXECUTIVE DIRECTOR TO NEGOTIATE, EXECUTE, AND TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS RESOLUTION; PROVIDING FOR SEVERABILITY; AND SETTING AN EFFECTIVE DATE.

WHEREAS, On October 16, 2019 the EDC held a public hearing to discuss funding “Projects” as defined by Texas Local Govt. Code Chapter 505 *Type B Corporations*; and

WHEREAS, those “Projects” were approved by EDC Board of Directors to include the construction of a spray park / splash pad at the Helotes Fitness Park and Disc Golf Course and construction of new sidewalks along Riggs Rd. from (OLG) to FM. 1560 and Along Old FM. 1560 From FM. 1560 to Helotes City Hall; and

WHEREAS, the EDC Board of Directors budgeted up to \$475,000.00 to complete the abovementioned “Projects”; and

WHEREAS, the Board of Directors have determined the need to temporarily reappropriate those funds to support emergency relief efforts that support the Helotes business community; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: Recitals. The EDC Board of Directors hereby find as facts the recitals contained in the preamble to this Resolution, and hereby incorporates them herein by reference.

SECTION 2: Authorization. THE EDC Board of Directors hereby authorizes and directs the Executive Director to take all necessary steps to implement the provisions of this Resolution.

SECTION 3: Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Resolution. The EDC Board of Directors hereby declares that it would have passed this Resolution, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared void.

SECTION 4: Effective Date. This Resolution shall be effective immediately from and after its passage and approval.

PASSED AND APPROVED by the Board of Directors of the City of Helotes Economic Development Corporation this 17 day of February 2021.

Marian Mendoza
Executive Director
City of Helotes Economic Development Corporation

ATTEST:

Glenn Goolsby
Assistant Director
City of Helotes Economic Development Corporation

City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: November 17, 2021

Agenda Placement: CONSENT
 INDIVIDUAL
 STAFF REPORT
 PRESENTATION
 CLOSED

CAPTION:

Discussion of and direction on developing an Ordinance for the City of Helotes to establish requirements and guidelines for operating food truck parks in Old Town Helotes.

BACKGROUND:

There has been concern with the decrease of patrons visiting Old Town Helotes and surrounding areas to support the small business community. One growing trend during the pandemic has been food truck operations.

In an effort to help streamline the process and provide guidance to businesses and property owners the HEDC could assist in establishing requirements for operating a food truck park. Developing a food truck park would provide local residents an opportunity to visit the area while maintaining social distancing recommendations and provide much needed foot traffic to local businesses.

FINANCIAL: To be determined.

RECOMMENDATION:

EDC could further support the development of a food truck park by assisting with event marketing, signage, and ensure local guidelines are being followed.


SUBMITTED BY: John Kodosky & Melody Cooper

DATE SUBMITTED: 2/8/2021

SUGGESTED MOTION:

Motion to approve the development of an Ordinance for the City of Helotes to establish requirements and guidelines for operating food truck parks in Old Town Helotes.

Signature:



John Kodosky

Signature:



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ARTICLE V. - FOOD ESTABLISHMENT REGULATIONS⁵¹

Footnotes:

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State Law reference— Municipal regulatory authority concerning food service employees not preempted by state regulation, V.T.C.A., Health and Safety Code § 438.037; municipality which is member of public health district not prohibited from regulating or administering permit system concerning food service establishments, V.T.C.A., Health and Safety Code § 437.004(d).

Sec. 8-109. - Adoption of Texas food establishment rules.

- (a) The city adopts by reference the provisions of the current rules or regulations as may be amended from time to time by the State Board of Health found in 25 Tex. Admin. Code §§ 228.1 through 228.278 regarding the regulation of food establishments in this jurisdiction (TAC).
- (b) Unless amended by this article, all definitions will be the same as the TAC, or state rules, as the same may be amended from time to time. If a provisions in this Article is more strict than the comparable provision of the TAC, the provision of this Article will be applicable.

Authorized agent or employee means the employees of the regulatory authority.

Certified Food Protection Manager and Food Handler shall have the same meaning as found in Tex. Admin. Code, title 25, Rule § 228.33. A person holding a certificate issued to him or her who successfully completes an examination approved by the State Department of Health shall be accepted as meeting the training and testing requirements under the Health and Safety Code of the State of Texas and the Texas Administrative Code.

Food establishment. See Tex. Admin. Code, title 25, § 228.2(57).

Institutional food service establishments are food establishments for all purposes of this ordinance except with regard to the cost of a permit, for such purposes include child care centers licensed by the regulatory authority to receive 13 or more children for care which prepares food for on-site consumption, hospitals, which serve food to the general public, correctional facilities (jails), which contract with professional food management corporations for food preparation or are privately owned correctional facilities, and schools where food is prepared and intended for service primarily to students in institutions of learning, including, but not limited to, public and private kindergartens, preschool and elementary schools, junior high schools, high schools, colleges and universities (excluding those located on federally owned property, which are exempt from the terms of this article).

Mobile Food Establishment means a vehicle mounted, self or otherwise propelled, self-contained food service operation designed to be readily movable (including, but not limited to, catering trucks, trailers, push carts and roadside vendors) and used to store, prepare, display, serve or sell food. The mobility of a Mobile Food Establishment units must completely maintained at all times. No drive-through service shall be permitted from a Mobile Food Establishment. A roadside vendor is classified as a Mobile Food Establishment. (A Mobile Food Establishment unit does *not* mean a stand, a booth, push carts and portable cooler type operations capable of being transported by one person which are not included and are not permitted under this ordinance. Such operations are permitted only with the zoning that would permit them, and they are subject to all other applicable health and safety regulations.)

Owners, operators, person in charge shall apply to any person or entity who or which owns, manages (including the certified food manager and food handlers, when applicable), directs or supervises the activities at a food establishment. Without limiting the responsibility for any of the foregoing for complying with this article, any person who executes the application for a permit shall be a person responsible for compliance, and shall also be subject to penalties for non-compliance.

Regulatory authority means the Gillespie County Health Division.

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Reinspection means any inspection performed by the regulatory authority other than the annual inspection and/or any routine unannounced inspection initiated by the regulatory authority. All reinspections requested by food establishments shall be performed within a reasonable time following the request subject to the scheduling of the regulatory authority.

State rules means the state rules found at Tex. Admin. Code, title 25, Part 1, Chapter 228. These rules are also known as the Texas food establishment rules.

Temporary food service means a food establishment that operates for a period of no more than 14 consecutive days in conjunction with a single event or celebration.

Temporary shall mean no longer than 14 days.

(Ord. No. 10-016, § 6.601, 10-30-2000; Ord. No. 11-001, § 6.601.B.2, 1-8-2001; Ord. No. 13-006, § 6.603.A, B.10, B.11, 6-16-2003; Ord. No. 20-000a, § 8-109(b), 3-1-2010; Ord. No. 25-004, 5-4-2015; Ord. No. 25-028, 11-16-2015)

Sec. 8-110. - Permits and exemptions.

- (a) A person or entity may not operate a food establishment without a permit issued by the regulatory authority. Permits are not transferable from one person or entity to another or from one location to another location, except as otherwise permitted by this article. A valid permit must be posted in or on every food establishment location regulated by this article.
- (b) One-time events in homes or those events attended by private guests, invitees, church socials and the like shall not be subject to the terms of this article, it being the intent of this article to regulate public vendors of food and large-scale gatherings to which the public is invited, and not to exempt those of whatever size or patronage who regularly provide food service. Without limitation, individual vendors at public fairs and festivals are specifically subject to the terms of this article. The determination of whether or not an establishment is exempt shall be made by the director in accordance with the definitions set out in the state rules, which determination is subject to appeal, as provided below.
- (c) Regarding food establishments operated in connection with festivals, events and the like, the sponsoring organization shall be responsible for requiring that all individual vendors at its festival or event are properly licensed. Such sponsoring organization shall be permitted to apply for permits on behalf of its individual vendors and/or pay permit fees and may allocate them among vendors in any manner deemed suitable to the sponsoring organization.
- (d) A food establishment, which is permitted and regulated directly by the United States Department of Agriculture (USDA) or the state is exempt from the provisions of this article except in the event of an imminent hazard to public health the regulatory authority may require immediate cessation of operations with the required notice. Operations may be resumed at any time by any representative of the USDA or the state.
- (e) Owners or operators of limited bed and breakfast establishments are not subject to the terms of this article if the owner, operator or manager has successfully completed a food manager's certification course recognized by the health division, within the immediate past five years. A limited bed and breakfast means an establishment with seven or fewer rooms for rent that serves only breakfast to overnight guests and does not engage in the retail sale of food. Any other bed and breakfast shall be subject to the terms of this article for retail food establishments and shall be considered an extended bed and breakfast.

(Ord. No. 10-016, § 6.602, 10-30-2000)

Sec. 8-111. - Application for permit and fees.

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- (a) Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment, name, address and phone number of the owner of the establishment, the name and a copy of the state certificate or registration card for the certified food manager for such establishment and the signature of each applicant and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. The same information is required for a renewal permit as for an initial permit. Renewals of permits shall be required during the month of January of each calendar year beginning January 2005. All applications and renewals for the year 2003 shall be due and paid for on the anniversary date of the establishment's existing permit, and all applications and renewals for the year 2004 shall be prorated at the rate of \$27.08 per month for each remaining month in the year 2004 for retail food establishments, and food service establishments, and at the rate of \$8.34 per month for institutional food service establishments and portable/mobile/roadside food units. Temporary food service establishments per booth shall not be prorated.
- (b) Prior to the approval of an initial permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. The regulatory authority shall inspect all renewing food establishments at least once annually. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit provided however, that with regard to individual vendors at a festival or other event an initial inspection shall not be required; the regulatory authority may inspect such vendors at any time before or during the event at its discretion. Each food establishment must submit renewals of food manager certifications within 90 days after their expiration or within 90 days following cessation of employment by the certified food manager listed in its permit application. If the same is not submitted within the time period, the food establishment shall have its permit revoked under the method provided in section 8-114 below.
- (c) The fees for permits under this article are found in Appendix A to the Code of Ordinances of the City of Fredericksburg.
- (d) The fee for all reinspections under this article are found in Appendix A to the Code of Ordinances of the City of Fredericksburg. The fee shall not apply to the first reinspection by the health officer which is required as a follow-up due to failure of an inspection or which is otherwise required by state law which will be performed at no charge. All reinspections requested by food establishment shall be paid for in advance. All other reinspections shall be paid for within 30 days following the reinspection. If not paid timely, a late fee of \$25.00 per calendar month, or portion thereof, shall be imposed and the food establishment shall have its permit revoked under the method provided in section 8-114 below.
- (e) The fee for copies of permits issued under this article are found in Appendix A to the Code of Ordinances of the City of Fredericksburg.

(Ord. No. 10-016, § 6.603, 10-30-2000; Ord. No. 11-001, § 6.603.C, 1-8-2001; Ord. No. 11-025, § 6.603.C, 12-17-2001; Ord. No. 13-006, § 6.603, 6-16-2003; Ord. No. 15-014, § 8-111(c), (e), 11-21-2005; Ord. No. 20-000a, § 8-111(c), 3-1-2010; Ord. No. 22-020, 8-6-2012; Ord. No. 23-017, 9-16-2013)

Sec. 8-112. - Review of plans.

- (a) Whenever a food establishment is constructed or extensively remodeled, and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review for food health and safety issues only before work is begun. Extensive remodeling means that 20 percent or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the regulatory authority if they meet the

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requirements of the health and safety rules adopted by this article. The approved plans and specifications must be followed in construction remodeling or conversion.

- (b) Failure to follow the approved plans and specifications will result in a permit denial, suspension or revocation or the exercise of any other remedies hereunder.

(Ord. No. 10-016, § 6.604, 10-30-2000)

Sec. 8-113. - Immediate revocation or suspension of permit—imminent hazard.

- (a) The regulatory authority may, without warning, notice or hearing revoke or suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Revocation or suspension is effective upon service of the notice required by this article. When a permit is revoked or suspended, food operations shall immediately cease. Whenever a permit is revoked or suspended, the holder of the permit shall be afforded an opportunity for a hearing within ten days of the receipt of a request for a hearing.
- (b) Whenever a permit is revoked or suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately revoked or suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the revocation or suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

(Ord. No. 10-016, § 6.605, 10-30-2000; Ord. No. 20-000a, § 8-113(a), 3-1-2010)

Sec. 8-114. - Revocation or suspension of permit—no imminent hazard.

- (a) The regulatory authority may, after providing opportunity for a hearing, revoke or suspend a permit for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties or if the food establishment has ceased operations for a period of time longer than 30 days. Prior to revocation or suspension, the regulatory authority shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation or suspension and that the permit shall be revoked or suspended at the end of the ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such ten day period.
- (b) If no request for hearing is filed within the ten day period, the revocation or suspension of the permit becomes final.

(Ord. No. 10-016, § 6.606, 10-30-2000)

Sec. 8-115. - Administrative process.

- (a) A notice as required in these rules properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit, as noted on the permit or as changed from time to time by the holder of the permit by written notice, delivered as herein set out to the regulatory authority at his/her address. A copy of the notice shall be filed in the records of the regulatory authority.
- (b) The hearings provided for in these rules shall be conducted by the city council, in the case of an establishment within or violation occurring within the city limits or the commissioners court of Gillespie County; in the case of an establishment in or violation occurring within the limits of Gillespie County but outside of the city limits of the city, at a time and place designated by it. Based upon the recorded evidence of such hearing, the council or commission shall make final findings, and shall sustain, modify

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or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the regulatory authority.

- (c) The hearing shall be held within ten days following the receipt of the request for hearing by the regulatory authority. The respective council or board of commissioners shall establish rules for such hearings.

(Ord. No. 10-016, § 6.607, 10-30-2000)

Sec. 8-116. - Food handler's certificate.

- (a) It shall be unlawful of any person to accept any person for employment in any food establishment or to accept such employment, as such term is defined in this section, unless such person should have obtained a valid food handler's certificate as provided for in this section. For the purposes of this section, the term "food establishment" shall be defined as any place where food or beverage is prepared or served and intended for human consumption. Volunteer handlers will not be required to have a health certificate but shall be subject to the provisions of subsection (f) of this section.
- (b) The term "food handler" shall be defined as any person who prepares, cooks, or serves food or drinks for consumption by the public. Such food handlers shall include those personnel in a supervisory capacity and those who provide accessory services such as dishwashers, busboys, cashiers and so forth, whether fulltime, parttime or temporary employees. The term "food handlers" shall include those who are employed as butchers, meat cutters and wrappers, produce handlers or bakers. A certified food manager shall not additionally be required to comply with this section.
- (c) There shall be two classifications of food handlers:
 - (1) The professional food handler, being any food handler who receives payment for services rendered; and
 - (2) The volunteer food handler, who is any food handler who volunteers his services to a benevolent or nonprofit organization on an intermittent basis.
- (d) All food handlers shall be thoroughly indoctrinated in personal hygiene and food service sanitation as well as in the methods of importance of preventing food-borne illness. The course required under subsection (e) of this section shall be one that the regulatory authority or his or her designated representative prepares and conducts which shall be a minimum required two-hour workshop designed to impart the information necessary to the sanitary preparation and handling of food and food service equipment, or any other course which is accredited by the Texas Department of State Health Services or its successor organization.
- (e) Requirements for food handlers to obtain food handlers' certificates. Those persons defined as food handlers in this section shall be required to obtain food handlers' certificates before working in any capacity that shall required the preparation or service of food for consumption by the public. Food handlers will qualify for a certificate initially by attending and demonstrating knowledge of the contents of a course designed to impart information necessary to the sanitary preparation and handling of food and equipment. A food handler's certificate shall be issued for a period of two years, which will be renewed for additional periods of two years after attendance at a course designed to review and update information on good practices of food preparation, service and sanitation.
- (f) Volunteer food handlers will not be required to obtain a food handler's certificate. However, each chairperson heading an event will be given an information package containing sanitation requirements at the time of permitting. Each volunteer food handler shall be responsible for knowing the information presented in the package. A list of rules and information will be provided by the regulatory authority, and each volunteer will be expected to abide by those rules.
- (g) The regulatory authority shall enforce this section.
- (h) As an administrative charge for the issuance of a food handler's certificate, a nonrefundable fee of \$10.00 shall be paid to the regulatory authority before the issuance of a food handler's certificate.

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- (i) The regulatory authority shall prepare or arrange for the food handler's course and shall issue and publish cleanliness and sanitary food handling practice rules and regulations for all food handlers, and shall amend them as needed.
- (j) In addition to any other remedies which may apply to violations of this article, the regulatory authority may additionally deduct three points, which will be classified as noncritical points, from the results of any inspection or reinspection performed for any food establishment found to be employing or using any person who is required to have a food handler's certificate, and who does not have one.
- (k) The requirements of this section shall become effective on September, 1, 2010.

(Ord. No. 20-000a, § 8-116, 3-1-2010)

Sec. 8-117. - Mobile food establishments.

- (a) *Permit application.* A person who, or entity (hereinafter referred to as applicant, person or operator) which seeks to operate a mobile food establishment must submit to the Regulatory Authority a written application for a permit on a form provided by the Regulatory Authority. The application must include:
 - (1) name and address of the applicant and the applicant's identification number as shown on a current and valid government-issued identification document that includes a photograph of the applicant,
 - (2) type of vehicle to be used for the proposed Mobile Food Establishment,
 - (3) proof of sales tax and use permit,
 - (4) an itinerary of locations where sales occur,
 - (5) other information reasonably required by the Regulatory Authority,
 - (6) the authorized signature of each applicant,
 - (7) a notarized statement from the owner of a Central Preparation Facility, when the same is required by the TAC, stating the Mobile Food Establishment uses the facility as its base of operation. For the purposes hereof a Central Preparation Facility is a facility that is an approved and permitted retail food establishment at which food is prepared, stored, and wrapped; and the Mobile Food Establishment is supplied with fresh water and ice; and emptied of waste water into a proper waste disposal system, and cleaned, including washing, rinsing, and sanitizing of those food-contact surfaces or items not capable of being immersed in the Mobile Food Establishment utensil-washing sink. Use of a private residence as a Central Preparation Facility is prohibited), however, when a Central Preparation Facility is not required, water may be supplied from a public water system as defined by the TAC rules.
 - (8) a notarized statement from the owner of the property to be used for the Mobile Food Establishment permitting such use,
 - (9) if at one location for more than two hours, a written agreement from a business within 150 feet for employees of the Mobile Food Establishment to have use of flushable (not port-a potty) restrooms (or other facilities as approved by the health authority) during hours of operation,
 - (10) proof of fire inspection where applicable,
 - (11) proof of compliance with parking regulations,
 - (12) location of trash receptacles separate from the main business on the same property if any,
 - (13) a notarized statement from the owner of a waste disposal facility stating the Mobile Food Establishment uses the facility in its disposal operation, and
 - (14) the required fee for a Mobile Food Establishment which shall be the same as for other food establishments, may be temporary or annual, and which must accompany an application.

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- (b) *Regulatory authority permit.* For a Mobile Food Establishment permit, the Regulatory Authority shall:
- (1) issue a permit (and this may be the same as an approved application) provided all of the requirements of all applicable laws, ordinances and regulations including fire safety procedures established by the Fire Marshal pursuant to the Fire Safety Code of the City of Fredericksburg are met,
 - (2) describe on the permit any operating restrictions, and
 - (3) provide the permit holder a permit listing such restrictions, if any, and that indicates the permit expiration date.
- (c) *Must display permit.* A person operating a Mobile Food Establishment shall promptly display the permit on the unit where it is readily visible (as designated by the Regulatory Authority).
- (d) *Suspension or revocation of permit.* The Regulatory Authority may inspect a Mobile Food Establishment at any time, and may suspend or revoke a Mobile Food Establishment permit if the Regulatory Authority determines that:
- (1) the operator fails to continue to comply with all applicable laws, ordinances and regulations,
 - (2) an applicant obtained the Mobile Food Establishment permit by knowingly providing false information on the application,
 - (3) a person is infected with or is a carrier of any foodborne communicable disease,
 - (4) the continuation of the person's Mobile Food Establishment permit presents a significant public health or fire threat, or
 - (5) the Mobile Food Establishment violates the terms and conditions of any restriction or written agreement with the Regulatory Authority. If a written agreement with the Regulatory Authority terminates without fault by the Mobile Food Establishment, the operator has ten days to replace the required written agreement without constituting a violation.
- (e) *Items to be sold.*
- (1) A person operating a Mobile Food Establishment may only sell a food item described in the permit.
 - (2) A person operating a Mobile Food Establishment may not sell a non-food item except for items which are related to the food served (for example souvenir cups containing the beverage sold).
- (f) *Sanitary requirements.*
- (1) A person operating a Mobile Food Establishment shall equip the interior of the Mobile Food Establishment with an attached trash receptacle approved by the Regulatory Authority for the use of persons working in the Mobile Food Establishment. The operator must hold, store, and dispose of solid and liquid waste in a receptacle approved by the Regulatory Authority and must comply with any other applicable City Code requirements.
 - (2) A person who operates a Mobile Food Establishment must meet all of the following additional requirements:
 - a. A Mobile Food Establishment shall provide only single service articles for use by the consumer.
 - b. A Mobile Food Establishment shall comply with any regulations the Regulatory Authority adopts regarding time, temperature, plumbing, access to water, operation and maintenance requirements for Mobile Food Establishments.
 - c. A Mobile Food Establishment shall comply with any regulations the Regulatory Authority adopts regarding a Mobile Food Establishment's provisions, mandatory central preparation facility, serving area and operations.
 - d. A Mobile Food Establishment shall demonstrate that the vehicle is readily moveable if requested by the Regulatory Authority.

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- e. A Mobile Food Establishment shall comply with all requirements of the Regulatory Authority prohibiting alteration, removal, attachments, placement or change in, under, or upon the Mobile Food Establishment that would prevent or otherwise reduce ready mobility of the Mobile Food Establishment unit.
 - f. If at one location for more than two hours, a written agreement from a business within 150 feet of the Mobile Food Establishment, allowing employees of the mobile food establishment to have use of flushable (no-porta-potty) restrooms (or other facilities as approved by the health authority) during hours of operation must be provided.
 - g. The Regulatory Authority shall require each Mobile Food Establishment to come, on an annual basis, to a location designated by the Regulatory Authority for an inspection.
 - h. All food and food supplies must be stored within the mobile unit.
 - i. Except as provided in Subsection (g) of this section, a person who operates a Mobile Food Establishment may not place waste, food, equipment, or supplies outside of the permitted unit and must conduct its operational activities within the Mobile Food Establishment.
 - j. Mobile Food Establishments must comply with all regulations of the zoning district in which it is located with regard to parking, setbacks and any others that are applicable.
 - k. No signage shall be placed anywhere other than on the Mobile Food Establishment unit.
- (3) The Regulatory Authority may require that Mobile Food Establishments found by it to violate mobile food establishment regulations to come for a re-inspection at a location designated by the Regulatory Authority.
- (g) *Recycling.* Subsection (2)i. of this section does not apply to trash, recycling, or composting receptacles that a person uses while operating a Mobile Food Establishment. An operator of a Mobile Food Establishment may place trash, recycling, or composting receptacles outside of, and detached from, the Mobile Food Establishment when the establishment is open for business.
- (h) *Use of public property.* A person who operates a Mobile Food Establishment may not go into a City park or other City owned property to sell, offer for sale, or display a food item, unless the person's activity is authorized by:
- (1) a park property rental agreement; or
 - (2) written permission of the director of the Parks and Recreation Department.

(Ord. No. 25-004, 5-4-2015; Ord. No. 25-028, 11-16-2015)

Sec. 8-118. - Posting Requirements for Permits, Inspection Reports and Certified Food Protection Manager certificates.

- (a) Each person or entity having a permit under this Article shall post his, her or its current permit, the most recent inspection report, and all current food manager's certificates in a conspicuous place, which is visible to the public, within the premises where such food establishment is authorized to operate.
- (b) No person shall, and it is unlawful to, move, remove, deface, camouflage, alter or conceal from public view any current permit, most recent inspection report or current food manager's certificate.
- (c) It shall be unlawful to operate a food establishment unless the posting requirements of this Section are met and continue to be met.

(Ord. No. 25-022, 9-21-2015; Ord. No. 25-028, 11-16-2015)

Secs. 8-119—8-143. - Reserved.

ORDINANCE NO. 2014-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUDA, HAYS COUNTY, TEXAS, SETTING FORTH REQUIREMENTS FOR MOBILE FOOD VENDORS AND TEMPORARY FOOD EVENTS; PROVIDING FOR A PENALTY; PROVIDING FOR ASSOCIATED FEES; PROVIDING FOR A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS.

WHEREAS, the City Council finds the City of Buda is a Texas Home-Rule Municipality as that term is defined by Texas law; and

WHEREAS, the City Council finds amending the Code of Ordinances as more specifically set forth herein with the provisions of this Ordinance will promote the health, safety, morals and the general welfare of the City of Buda and its surrounding areas; and

WHEREAS, this Ordinance was adopted at a meeting held in strict compliance with the Texas Open Meetings Act;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS:

Section 1: The City of Buda Code of Ordinances Chapter 8 is amended to add the following article 8.05 regarding the regulation of Mobile and Temporary Food Vendors:

ARTICLE 8.05 MOBILE AND PORTABLE FOOD VENDORS

Section 8.05.010 Definitions

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Approved Source means a source of food found to be safe, unadulterated and honestly presented, as further described in Section 229.164 of the Texas Food Establishment Rules, as amended.

Commissary means a central preparation facility or other fixed food establishment that stores, prepares, packages, serves, vends or otherwise provides food for human consumption to mobile, temporary and portable food vendors.

Health authority means the City of Buda, or its designee, and/or any other agency charged with enforcement of regulations applicable to establishments regulated under this Article.

Mobile food vendor means a vendor who operates or sells food for human consumption, hot or cold, from a cart, trailer or kitchen mounted on chassis, with an engine for propulsion or that remains connected to a vehicle with an engine for propulsion.

Mobile food vendor—cold means a vendor who operates or sells cold food for human consumption from a cart, trailer or kitchen mounted on chassis, with an engine for propulsion or that remains connected to a vehicle with an engine for propulsion.

Mobile food vendor—hot means a vendor who operates or sells hot food for human consumption from a cart, trailer or kitchen mounted on chassis, with an engine for propulsion or that remains connected to a vehicle with an engine for propulsion.

Residential district means a residentially zoned district as defined by the zoning ordinance of the city, including multiple-family residential.

Residential use means a single-family, townhouse, duplex, mobile home, or multiple-family use as defined in the zoning ordinance of the city.

Temporary food event means an organized event on vacant private property of limited duration, operating within 500 feet of the site of an approved special event application under 18.02.066 of this Code, involving the sale of food and/or beverages for human consumption.

Texas Food Establishment Rules or Rules means 25 Texas Administrative Code 229, Subchapter K, as amended.

Section 8.05.020 Purpose

This entire article is and shall be deemed an exercise of the police power of the state, and the City for the public safety, convenience and protection of the City and the citizens of the City, and all of the provisions hereof shall be construed for the accomplishment of that purpose.

Section 8.05.030 Requirements Applicable to all Mobile Food Vendors and Temporary Food Events

- (a) It shall be unlawful for Mobile Food Vendors and Temporary Food Events to operate within the city limits, without having first applied for an obtained a permit from the City as provided for in this Article. It shall be unlawful for a permit holder to fail to comply with any condition of such permit or requirement of this Article.

- (b) Mobile Food Vendors and Temporary Food Events must meet all applicable state and local laws and regulations, including but not limited to 25 Texas Administrative Code 229, Subchapter K, as amended (the “Texas Food Establishment Rules” or the “Rules”).
- (c) Mobile Food Vendors and Temporary Food Events must operate from an approved commissary in good standing as defined and required in the Rules. An existing food establishment may serve as a commissary if approved by the City. The commissary and/or existing food establishment would be required to have an approved vehicle storage facility, approved potable water hookups, approved wastewater drainage facilities, approved grease interceptor hookups and size, and any other accommodations as determined necessary by the City to ensure compliance with all regulatory codes. The commissary shall comply with all Food Establishment Rules, and hold all current licenses and permits as required by the Rules. Valid copies of the commissary’s licenses and permits used under the Food Establishment Rules and most recent health inspection report must be kept on file with the City. Mobile Food Vendor, and Temporary Food Events shall provide documentation of each visit to or service by the commissary and shall have that documentation immediately available for inspection by the City. Mobile Food Vendors and Temporary Food Events required to operate from a commissary under the Rules must complete a commissary certification letter.
- (d) Mobile Food Vendors and Temporary Food Events must be equipped with commercial mechanical facilities sufficient to provide proper cooking ventilation and fire suppression for eating establishment, as established under the City’s adopted building codes. . All equipment on the vehicle is to be NSF International (formerly National Sanitation Foundation) approved, American National Standards Institute (ANSI) approved, or of commercial grade.
- (e) The Mobile Food Vendor and Temporary Food Event shall provide covered garbage and storage facilities for employee and customer use of sufficient size that refuse is fully contained in a manner that prevents litter and remains insect and rodent-proof.
- (f) Plumbing. The Mobile Food Vendor and Temporary Food Event unit or vehicle must meet the following standards:
 - (1) All liquid waste shall be discharged to an approved sanitary sewage disposal system at the commissary or through an authorized service provider. All used fats, oil or grease shall be discharged to an approved grease interceptor at the commissary or through an authorized service provider. Used fats, oils or grease shall not be discharged to any unauthorized food establishment grease interceptor.
 - (2) Liquid waste shall not be discharged from the retention tank when the Mobile Food Vendor and Temporary Food Event unit or vehicle is open to the public or in the process of preparing food.
 - (3) The waste connection shall be located below the water connection to preclude contamination of the potable water system.

- (4) Connections to a water or sewage system at an operation location is prohibited.
- (g) All employees of the permit holder must have a valid food handler's training certificate.
- (h) The Mobile Food Vendor and Temporary Food Event shall secure and display a health permit from Hays County, and a permit issued under this article, prior to the operation of such use.
- (i) The Mobile Food Vendor and Temporary Food Event shall display and provide the City with a copy of the Texas sales tax and use certificate.
- (j) Any vehicles integral to the Mobile Food Vendor and Temporary Food Event shall provide evidence of current state vehicle registration, inspection and insurance.
- (k) If the unit used for the Mobile Food Vendor and Temporary Food Event is not commercially designed, then a plan or drawing showing the layout of the mobile unit must be submitted to the city for review with the application for permit.
- (l) Mobile Food Vendor and Temporary Food Event facilities shall be separated from existing buildings and other mobile food vehicles by a minimum of 12 feet. Mobile Food Vendors and Temporary Food Events shall be subject to all current zoning and front setback regulations of the City. Mobile Food Vendors and Temporary Food Events shall not set up in fire lanes or parking spaces that are required by the Certificate of Occupancy of an existing business.
- (m) Each Mobile and Portable Food Vendor, and Temporary Food Event shall be clearly marked with the food establishment's name or a distinctive identifying symbol. The lettering shall be at least three (3) inches in height and of a color contrasting with the background color. If a symbol is used, it shall be at least twelve (12) inches in diameter or of an equivalent size.
- (n) Each Mobile Food Vendor and Temporary Food Event shall display the City of Buda permit and permit number.

Section 8.05.040 Mobile Food Vendors

In addition to the requirements of Section 8.05.030, above, Mobile Food Vendors shall comply with the following requirements:

- (a) A Mobile Food Vendor must demonstrate mobility at any reasonable time if requested by any peace officer, health officer, or designated city employee
- (b) Operation capacity limited. Unless specified herein, the operator of a Mobile Food Vendor shall prepare, serve, store and display food and beverages on or in the mobile food unit itself; and shall not attach, set up, or use any other device or equipment intended to increase the selling, serving, storing or displaying capacity of the Mobile Food Vendor. It shall be unlawful for the operator of a Mobile Food Vendor to:

- (1) Provide or allow any sign or banner to remain that is not attached and solely supported by the mobile food vendor unit;
 - (2) If remaining in one location on private property for greater than one hour, one sandwich board is permitted which may be placed during business hours, but must be removed daily;
 - (3) Sell food outside of the vehicle, for example, from a table under a free standing canopy. All food vending shall be done from the mobile food vendor unit;
- (c) Electrical. Electricity shall be from a generator and utilize cords in conformance with the National Electrical Code as adopted by the City, including amendments thereto.
- (d) Access to Restroom Facilities. Prior to the issuance of a permit, the operator of a mobile food vendor shall submit to the City and comply with the following:
- (1) Written proof of availability of restrooms with flushable toilets connected to a public water and wastewater system for the use of the Mobile Food Vendor employees and customers located in a business establishment within 150 feet of each location where the Mobile Food Vendor unit will be in operation for more than one (1) hour in any single day.
 - (2) Proof of availability of adequate facilities shall be in the form of a written and notarized statement from the owner, or owner's agent, including the name, address and telephone number of the property owner or authorized agent, and the type of business and hours of operation, granting permission for the use of the facilities. If the business owner is a partnership or corporation, the statement shall include the name, address and telephone number of one of the partners or officers.
 - (3) A copy of the notarized statement shall be immediately available for inspection by the City on the Mobile Food Vendor unit.
- (e) All Mobile Food Vendors are subject to the hours of operation allowed for food establishments in the zoning district they are operating in, but in no case shall the Mobile Food Vendors operate prior to 6:00 a.m. or after 30 minutes past dusk within 200 feet of a property within a Residential Zoning District or containing a Residential Use.
- (f) Operation locations on private property at which the Mobile Food Vendor will remain for more than one hour shall comply with the following:
- (1) Be located in a zoning district that allows eating establishments;

- (2) The private property must be developed and improved, and contain an existing, permanent business operating in a building with a Certificate of Occupancy at all times while the Mobile Food Vendor occupies the property.
 - (3) The Mobile Food Vendor must not be located in such a manner as to cause the site to no longer comply with minimum parking requirements. The site must have sufficient parking meeting City standards for the permanent business as well as the Mobile Food Vendor and the Mobile Food Vendor's customer waiting and/or seating area.
 - (4) Submit with the permit application written authorization or other suitable documentation showing that the owner of the property consents to the Mobile Food Vendor operating on said property.
 - (5) Provide written proof of availability of restrooms with flushable toilets connected to a public water and wastewater system for the use of the portable food vendor employees & customers, if customer seating is provided, located in a business establishment on the parcel hosting the Mobile Food Vendor. Proof of availability of adequate facilities shall be in the form of a written and notarized statement from the owner, or owner's agent, including the name, address and telephone number of the property owner or authorized agent, and the type of business and hours of operation, granting permission for the use of the facilities. If the business owner is a partnership or corporation, the statement shall include the name, address and telephone number of one of the partners or officers.
- (g) Mobile Food Vendors shall not operate within a public park or publicly owned property or site without written permission from the City Manager or the City Manager's Designee.
- (h) Permit renewal and fees
- (1) Mobile Food Vendor permits expire at the end of the calendar quarter in which they were issued and must be renewed every calendar quarter. Renewal of permits shall be treated as a new application.
 - (2) Fees for the Mobile Food Vendor—Hot and Mobile Food Vendor—Cold are provided for in Appendix A of this Code and payable in advance. Where both hot and cold food are offered, only one permit is required, and the permit for hot food will prevail. Permits will not be prorated.

Section 8.05.050 Temporary Food Event

In addition to the requirements of Section 8.05.030, above, Temporary Food Events shall comply with the following requirements:

- (a) If any temporary structure is equal to larger than two hundred (200) square feet in diameter, a certificate confirming the use of flame-retardant material shall be provided by applicant.

- (b) Temporary Food Events are permitted in any zoning districts within which Eating Establishments are permitted, where each of the following conditions are met:
 - (1) A Temporary Food Event shall operate no more than six (6) calendar days in a calendar year on a parcel, excluding the time necessary to setup and takedown.
 - (2) Food vendors at Temporary Food Event shall comply with the standards for mobile and/or portable food vendors set forth in this Article, as applicable, except that a Temporary Food Event may utilize vacant property.
 - (3) The Temporary Food Event must not be located in such a manner as to cause the site to no longer comply with minimum parking requirements. The site must have sufficient parking meeting City standards for the permanent business, if present.
 - (4) Submit with the permit application written authorization or other suitable documentation showing that the owner of the property consents to the Temporary Food Event operating on said property.
- (c) Temporary Food Event may operate only during the hours allowed by the zoning district they are located in so long as restroom access is still available.
- (d) Access to Restroom Facilities. Prior to the issuance of a permit, the operator of a Temporary Food Event shall submit to the City and comply with the following:
 - (1) A sufficient number of portable sanitation facilities be provided based on the Portable Sanitation Association International (PSAI) policy, city policies, and city codes, including quantity that will be ADA accessible; or
 - (2) Written proof of availability of restrooms with flushable toilets connected to a public water and wastewater system for the use of the portable food vendor employees & customers located in a business establishment within 500 feet of the parcel hosting the temporary food event. Proof of availability of adequate facilities shall be in the form of a written and notarized statement from the owner, or owner's agent, including the name, address and telephone number of the property owner or authorized agent, and the type of business and hours of operation, granting permission for the use of the facilities. If the business owner is a partnership or corporation, the statement shall include the name, address and telephone number of one of the partners or officers. A copy of the notarized statement shall be immediately available for inspection by the City on the portable food vendor unit.
- (e) If alcohol will be served, Temporary Food Events shall obtain applicable Texas Alcoholic Beverage Commission or successor agency permits.

Section 8.05.060 Inspection.

- (a) The Health Authority may inspect a Mobile Food Vendor and Temporary Food Event during regular business hours or at another reasonable time to determine compliance with this Article.
- (b) The Health Authority may examine or sample food that is stored, prepared, packaged, served or otherwise provided for human consumption.
- (c) The Health Authority may examine the records limited to obtaining information related to food and supplies purchased, received or used; or an employee.
- (d) After inspecting, the Health Authority shall inform the Mobile Food Vendor or Temporary Food Event of findings.
- (e) If a violation is found, the Health Authority shall:
 - (1) Prescribe a reasonable time period for correction of violations; or
 - (2) Perform re-inspections at reasonable time intervals to determine whether required corrections are made;
- (f) The Mobile Food Vendor or Temporary Food Event shall correct a violation:
 - (1) As soon as possible; or
 - (2) If the Health Authority approves, not later than the 10th day after the date of the inspection

Section 8.05.070 Permit Denial, Revocation and Appeal.

- (a) The City Manager or City Manager's Designee may deny or revoke a permit issued under this Article by a Mobile Food Vendor or Temporary Food Event if the permit holder or the permit holder's employee:
 - (3) Commits critical or repeated violations of applicable law;
 - (4) Knowingly provides false information on an application; or
 - (5) Interferes with the Health Authority in the performance of the Health Authority's duties;
or
 - (6) If a permitted establishment under this Article changes ownership and there are violations that must be corrected to meet applicable standards,

- (b) Before denying or revoking a permit, the Health Authority shall provide the permit holder or person in charge with written notice of the pending permit revocation or denial. The written notice shall include:
 - (1) The reason the permit is subject to denial or revocation; and
 - (2) If applicable:
 - (A) The date on which the permit is scheduled to be revoked; and
 - (B) a statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a hearing with the health authority not later than the 10th day after the date the notice is served.
- (c) The former permittee may appeal the revocation or denial of a permit by submitting a written request for appeal along with any evidence supporting the appeal to the City Manager within ten days of receiving the notice of revocation. The City Manager will make a decision within a reasonable time of receipt of the appeal, but no later than 30 days after receipt. The City Manager's decision shall be final.

Section 8.05.020 Penalty

A violation of this article is considered a violation pertaining to fire safety, zoning, public health and/or sanitation and is punishable by a fine not to exceed two thousand dollars (\$2,000.00) in accordance with Section 1.01.009(b) of this Code of Ordinances.

Section 2: Appendix A, Fee Schedule is hereby amended to add the following fees:

Temporary Food Event Fee	\$300
Mobile Food Vendor – Hot Fee	\$55 (Quarterly)
Mobile Food Vendor – Cold Fee	\$45 (Quarterly)

Section 3: If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

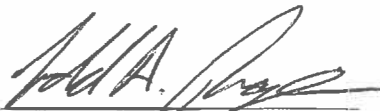
Section 4. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

Section 5: Passage. Pursuant to Section 3.11(A) of the City Charter, if the Council determines that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance is passed by a the affirmative vote of four or more members of the City council, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 6. Effective Date. Pursuant to Section 3.11(D) of the City Charter, this ordinance is effective upon adoption, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published once in its entirety, or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance in a newspaper designated as the official newspaper of the City. An ordinance required by the Charter to be published shall take effect when the publication requirement is satisfied..


PASSED, APPROVED AND ADOPTED by the City Council of the City of Buda, on this the 20th day of May, 2014.

APPROVED:



Todd Ruge, Mayor

ATTEST:



City Secretary
City of Buda, Texas



ORDINANCE NO. 2019-07

AN ORDINANCE OF THE CITY OF BASTROP, TEXAS (“CITY”) IMPLEMENTING A PILOT PROGRAM TO AUTHORIZE THE SALE OF FOOD FROM MOBILE FOOD VENDORS WITHIN THE CITY LIMITS AND TO ESTABLISH A MOBILE FOOD VENDOR PERMIT PROCESS FOR THE PILOT PROGRAM; PROVIDING FOR FINDINGS OF FACT, PURPOSE, EXPIRATION DATE; ENACTMENT, VARIANCE, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Bastrop, Texas, is a Home Rule city incorporated in and operating under the laws of the State of Texas; and

WHEREAS, the City Council seeks to protect the public health, safety, and welfare through a comprehensive regulatory program that includes food safety standards; and

WHEREAS, with these regulations, the City Council addresses potential health risks posed by Mobile Food Vendors and the applicability of certain state and local health codes; and

WHEREAS, the City Council has assessed potential traffic safety threats, the utility needs of Mobile Stores in terms of water, wastewater, electricity, gas, and telecommunications, and how those demands correspond to the community’s utility plans and infrastructure; and

WHEREAS, the City Council is authorized to regulate Mobile Food Vendors by virtue of the Texas Constitution, the Texas Health and Safety Code, the Texas Administrative Code, the city’s police power and by Chapters 51, 54, 211, 212, 214, 216, and 217 of the Texas Local Government Code; and

WHEREAS, the City Council now adopts the appropriate administrative and regulatory amendments, rules and procedures.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AS FOLLOWS:

SECTION 1: FINDINGS OF FACT: The foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2: DEFINITIONS: As used in this ordinance, these terms shall be defined as follows. Terms appearing in this ordinance but not defined herein shall have the meanings provided in the city’s code of ordinances, or if not defined by the city then the common meanings in accordance with ordinary usage.

- A) **Concept Plan:** means a diagramed plan that includes property lines, adjacent rights-of-way, location of all Mobile Food Vending Units, parking areas and surface material, maneuvering areas and surface material, seating areas, and any other information reasonably required by the Director of Planning and Development. Concept plans will be approved by the Director of Planning and Development.
- B) **Commissary:** means a central preparation facility or other fixed food establishment that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption to mobile, temporary and portable food vendors.
- C) **Health Authority:** means the Bastrop County Environmental and Sanitation Services, or its designee, or any other agency charged with enforcement of regulations applicable to establishments regulated under this ordinance.
- D) **Mobile Concession Trailer:** means a vending unit selling items defined as edible goods, which is pulled by a motorized unit and has no power to move on its own.
- E) **Mobile Food Cart or Concession Cart:** means a mobile vending unit, selling items defined as edible goods, that must be moved by non-motorized means.
- F) **Mobile Food Truck:** means a self-contained motorized unit selling items defined as edible goods.
- G) **Mobile Food Vending Unit:** means a Mobile Food Truck, Mobile Food Cart, Concession Cart, or Mobile Concession Trailer.
- H) **Mobile Food Vendors:** shall mean any business that operates or sells food for human consumption, hot or cold, from a Mobile Food Vending Unit.
- I) **Mobile Food Vendor Food Court:** means a site designed for the operation of one or more Mobile Food Vendors as the primary use.
- J) **Texas Food Establishment Rules or the Rules:** means 25 Texas Administrative Code chapter 228, as amended.

SECTION 3: PURPOSE: This ordinance establishes a pilot program for Mobile Food Vendors. The purpose of the program is to ensure for the public safety, convenience, and protection of the City and the citizens of the City while allowing City Council, city staff, mobile food vendors, and citizens the opportunity to experience the pilot program and improve on it if the City Council chooses to make the program permanent.

SECTION 4: EXPIRATION DATE: This ordinance will expire on October 31, 2019.

SECTION 5: ENACTMENT: The City of Bastrop hereby enacts this ordinance implementing a pilot program to authorize the sale of food from mobile food vendors within the city limits and to establish a mobile food vendor permit process for the pilot program:

A) Requirements Applicable to all Mobile Food Vendors.

1. No person shall act as a Mobile Food Vendor in the City without a permit issued by the City.
2. Each Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public the City of Bastrop permit under this article and permit number.
3. Mobile Food Vendors shall not operate within a public park, public right-of-way, publicly owned property or site without written permission from the City Manager or the City Manager's designee.
4. Mobile Food Vendors must meet all applicable state and local laws and regulations, including but not limited to the Rules.
5. Mobile Food Vendors must meet all applicable laws regarding Mobile Food Vendors as described in the International Fire Code (IFC), 2018 edition.
6. Mobile Food Vendors must operate from an approved commissary in good standing as defined in and required by the Texas Food Establishment Rules. An existing food establishment may serve as a commissary if approved by the City. The commissary shall have an approved vehicle storage facility, approved potable water hookups, approved wastewater drainage facilities, approved grease interceptor hookup(s) and size, and any other accommodations as determined necessary by the City to ensure compliance with all regulatory codes, including but not limited to the local health authority. The commissary shall comply with all Food Establishment Rules and hold all current licenses and permits as required by the Rules. Valid copies of the commissary's current licenses and permits used under the Food Establishment Rules and most recent health inspection report must be kept on file with the City. Mobile Food Vendors shall provide documentation of each visit to or service by the commissary and shall have that documentation immediately available for inspection by the City.
7. The Mobile Food Vendor shall secure and display at all times in a conspicuous place where it can be read by the general public a health permit from Bastrop County.
8. All employees of the permit holder must have a valid food handler's training certificate.
9. When required, Mobile Food Vending Units must be equipped with commercial mechanical facilities sufficient to provide proper cooking ventilation and fire suppression for eating establishments, as established under the City's adopted building codes. All equipment on the vehicle is to be NSF International (formerly

National Sanitation Foundation) approved, American National Standards Institute (ANSI) approved, or of commercial grade.

10. Any Mobile Food Vendor that will be in one location for more than four (4) hours shall provide covered garbage and storage facilities for employee and customer use of sufficient size that refuse is fully contained in a manner that prevents litter and remains insect- and rodent-proof.
11. The Mobile Food Vending Unit must meet the following plumbing standards:
 - a. All liquid waste shall be discharged to an approved sanitary sewage disposal system at the commissary or through an authorized service provider. All used fats, oil, or grease shall be discharged to an approved grease interceptor at the commissary or through an authorized service provider. Used fats, oils or grease shall not be discharged to any unauthorized food establishment grease interceptor.
 - b. Liquid waste shall not be discharged from the retention tank when the Mobile Food Vending Unit is open to the public or in the process of preparing food.
 - c. The waste connection shall be located below the water connection to preclude contamination of the potable water system.
 - d. Connections to a water or sewage system on site is prohibited.
12. The Mobile Food Vendor shall display at all times in a conspicuous place where it can be read by the general public a copy of a Texas sales tax and use certificate.
13. Mobile Food Vending Units shall be separated from existing buildings and other mobile food vehicles by a minimum of ten (10) feet. Food Vendors shall not set up in fire lanes or parking spaces that are required for the use of an existing business.
14. The Mobile Food Vending Unit and any parking areas used by the Mobile Food Vendor or its customers, should be located on a paved surface, or an alternative all-weather surface as approved by the City Engineer or their designee. Where providing paved or all-weather surface would be impractical or not provide a public benefit, alternative methods may be approved with a concept plan. Alternative methods may include but are not limited to portable spill berms, environmentally sensitive materials, and other methods to mitigate property damage and environmental hazards.
15. Each Mobile Food Vending Unit shall be clearly marked with the food establishment's name or a distinctive identifying symbol and shall display the name while in service within the City.

16. Except as shown on an approved concept plan, the Mobile Food Vendor shall prepare, serve, store and display food and beverages on or in the Mobile Food Vending Unit itself; and shall not attach, set up, or use any other device or equipment intended to increase the selling, serving, storing or displaying capacity of the Mobile Food Vendor.
17. No Mobile Food Vendor may operate outside of the hours of 8:00 AM to 10:00 PM, unless otherwise authorized within the permit.
18. Mobile Food Vendors must comply with City Code Section 44.1, "Noise Standards."
19. Mobile Food Vendors must comply with City Code Section 43.1, "Outdoor Lighting Standards."
20. Drive-through service from Mobile Food Vendors is prohibited.
21. Alcohol sales from Mobile Food Vendors is prohibited.
22. Access to Restroom Facilities.
 - a. Any Mobile Food Vendor that will be in one location for more than four (4) hours must submit to the City written proof of a restroom facility agreement that provides the availability of a fixed establishment restroom or a portable restroom facility for the use of the Mobile Food Vendor employees and customers located in a business establishment within one hundred fifty (150) feet of each location where the Mobile Food Vending Unit will be in operation.
 - b. Proof of availability of a fixed establishment restroom shall be in the form of a written and notarized statement from the property owner, or owner's authorized agent, including the name, address, and telephone number of the property owner or authorized agent, and the type of business and hours of operation of the business, granting permission for the use of the facilities. If the business owner is a partnership or corporation, the statement shall include the name, address and telephone number of one (1) of the partners or officers.
 - c. Proof of availability of a portable restroom facility shall be in the form of a service contract, which includes a maintenance schedule, and a receipt showing the last maintenance performed.
 - d. A copy of the records shall be immediately available for inspection by the City on the Mobile Food Vending Unit.
23. Mobile Food Vehicles must be movable by motorized or non-motorized means.

B) Mobile Food Vendors on Private Property. Mobile Food Vending Units located on private property must comply with the following:

1. The private property must be located in a zoning district that allows restaurants, as that term is defined in Section 49 of the City's Zoning ordinance.
2. The private property must be developed and improved, and contain an existing permanent business operating in a building with a certificate of occupancy at all times while the Mobile Food Vending Unit occupies the property. Alternatively, a Mobile Food Vendor may operate from a Mobile Food Vendor Food Court site that is designed and intended for mobile food use as the primary use of the property. A concept plan will be required for a Mobile Food Vendor Court that is the primary use on a property.
3. Electricity shall be from a generator and the Mobile Food Vendor shall utilize electrical cords in conformance with the National Electrical Code as adopted and amended by the City.
4. The Mobile Food Vendor must submit with the permit application written authorization or other suitable documentation showing that the owner of the property, or the owner's authorized agent, consents to the Mobile Food Vendor operating on said property.
5. Any permanent structure will require a building permit and be subject to any applicable regulations.
6. Two sandwich board signs may be used on-site during business hours. All other signage must be on the truck or trailer and mounted flush to the surface of the unit.

C) Mobile Food Vendors on Construction Sites. For subdivisions or sites in any zoning districts that are actively under construction and have not yet been issued a Certificate of Occupancy, a Mobile Food Vendor may operate for less than one (1) hour.

D) Mobile Food Vendor Permit Application. The application for a Mobile Food Vendor permit shall include the following information:

1. an application fee of \$400;
2. name, legal name of business or entity, business address, telephone number, and email address of the applicant;
3. the applicant's identification number as shown on a current and valid government-issued identification document that includes a photograph of the applicant;

4. if the applicant represents a corporation, association or partnership, the names and addresses of the officers or partners;
5. name, legal name of business or entity, business address, telephone number, and email address of the owner if the owner is not the applicant;
6. signed and notarized permission from all private property owners where the Mobile Food Vending Unit will be stationed;
7. the manner of mobile food vending operation to be conducted (for example, foot vending, truck, trailer, pushcart, etc.); the make, model, year, license or registration, and vehicle identification number of each vehicle to be used in the mobile food vending operation;
8. proof of motor vehicle insurance for each vehicle to be used in the mobile food vending operation;
9. an itinerary of locations where sales will occur; and a location map and sketch of site location for each location to be used by the Mobile Food Vendor;
10. a concept plan, if applicable;
11. a copy of the vendor's current health permit from Bastrop County;
12. if the mobile vending unit will be placed in one (1) location for more than four (4) hours, a written agreement from a business within one hundred fifty (150) feet for employees of the mobile food establishment to have use of flushable restrooms (or other facilities as approved by the health authority) during hours of operation;
13. proof of water/wastewater service;
14. documentation indicating the volume capacity of any required water and wastewater storage tanks either on the tank itself or in writing;
15. a description of the type of food or the specific foods to be vended;
16. a notarized statement from the owner of the commissary stating that the mobile food establishment will use the facility as its base of operation and providing the address and food establishment permit number of the facility;
17. a valid copy of the applicant's sales tax and use tax permit; and
18. any other information reasonably required by the Director of Planning and Development.

E) Mobile Food Vendor Permits.

1. Permit Determinations. The City will evaluate the data furnished by the applicant and may require additional information. Within fourteen (14) days of receipt of a completed permit application, the City will determine whether or not to issue a Mobile Food Vendor permit. The City may deny an application for a permit on any of the following grounds:
 - a. failing to provide all of the information required by the City;
 - b. the applicant's past record of ordinance violations;
 - c. safety record of the applicant or any driver, based on such things as civil and criminal lawsuits and violations of environmental laws and ordinances; and
 - d. providing false, misleading or inaccurate information to the City.
2. Permits are not transferable.
3. Mobile Food Vendor permits expire on October 31, 2019.
4. Permit fees will not be prorated. Other fees related to the construction of a Mobile Food Vendor Food Court will be required during the review and construction of the Mobile Food Vendor Food Court.

F) Permit Revocation and Appeal.

1. The City Manager or City Manager's designee may revoke a permit issued under this ordinance by a Mobile Food Vendor if the permit holder or the permit holder's employee:
 - a. commits critical or repeated violations of applicable law; or
 - b. knowingly provides false information on an application; or
 - c. interferes with the Health Authority in the performance of the Health Authority's duties; or
 - d. if a permitted establishment under this Article changes ownership and there are violations that must be corrected to meet applicable standards.
2. Before revoking a permit, the City shall provide the permit holder or person in charge with written notice of the pending permit revocation.

The written notice shall include:

- a. the reason(s) the permit is subject to revocation; and

b. if applicable:

1. the date on which the permit is scheduled to be revoked; and
 2. a statement that the permit will be revoked on the scheduled date unless the permit holder files a written request for a meeting with the City no later than the tenth (10th) day after the date the notice is served.
3. The applicant may appeal the revocation of a permit by submitting a written request for appeal along with any evidence supporting the appeal to the Board of Appeals within ten (10) days of receiving the notice of revocation. The Board of Appeals will make a decision within a reasonable time of receipt of the appeal, but no later than thirty (30) days after receipt. The Board of Appeals' decision shall be final.

G) Inspections.

1. The City may inspect a Mobile Food Vendor during regular business hours and at other reasonable times to determine compliance with this ordinance.
2. After conducting an inspection, the City shall inform the Mobile Food Vendor of findings.
3. If a violation is found, the City shall:
 - a. close the unit; or
 - b. prescribe a reasonable time period for correction of violations. Re-inspections at prescribed time intervals will be conducted to determine whether required corrections have been made.

H) Penalty.

A violation of this ordinance is considered a violation pertaining to fire safety, zoning, public health and/or sanitation and is punishable by a fine not to exceed two thousand dollars (\$2,000.00) in accordance with City Code Section 1.01.009.

SECTION 6: REPEALER: In the case of any conflict between the other provisions of this ordinance and any existing ordinance of the City, the provisions of this ordinance will control.

SECTION 7: SEVERABILITY: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this ordinance that can be given effect without the invalid provision.

SECTION 8: ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

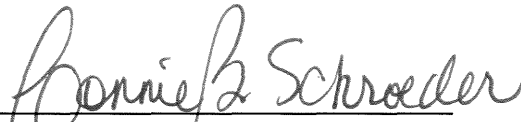
SECTION 9: EFFECTIVE DATE: This ordinance shall be effective on May 1, 2019.

SECTION 10: PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ and APPROVED on First Reading on the 9th day of April 2019.

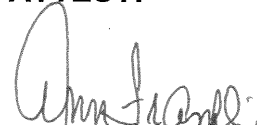
READ and ADOPTED on Second Reading on the 23rd day of April 2019.

APPROVED:




Connie B. Schroeder, Mayor

ATTEST:



Ann Franklin, City Secretary

APPROVED AS TO FORM:



Alan Bojorquez, City Attorney



**City of Helotes EDC
AGENDA ITEM REQUEST FORM
DATE: November 17, 2021**

Agenda Placement: CONSENT
 INDIVIDUAL
 STAFF REPORT
 PRESENTATION
 CLOSED

CAPTION:

Discussion of and direction on creating an e-commerce grant program for Helotes businesses.

BACKGROUND:

During the January 27th work session meeting, staff presented creating an e-commerce grant to assist small businesses with establishing or updating their website to include online ordering. Staff has identified two possible options and is seeking direction.

Option 1: Utilize the shophelotes.com website and url to host a multi-vendor e-commerce platform that allows each business to manage their own account.

Option 2: Create individual e-commerce websites for each business with a unique url, which can scale to their needs.

This item meets Goal 1: Accelerate Recovery.

FINANCIAL: TBD

ATTACHMENT: Attachment A – Option 1
Attachment B – Option 2

SUBMITTED BY: EDC Staff

DATE SUBMITTED: 2/5/21

ShopHelotes.com Website Redesign & Multi-Vendor e-Commerce Platform Development

PROJECT OVERVIEW:

Redesign ShopHelotes.com to a fully functional multi-vendor e-commerce website. In addition to the e-Commerce platform, the new Website will include several new features:

1. Fully Mobile Responsive
2. Align with the newly Helotes-TX.gov & HelotesEDC.com website
3. News & events Integration - ShopHelotes related evens and/or link to Helotes-TX.gov website news & events section
4. Store Directory with store logo, detail, name, contact information and location map

The e-Commerce platform will provide a multi-vendor marketplace for Helotes businesses to offer their products online. This is different than the Store Directory. Stores can be listed within the store directory without online store integration.

E-COMMERCE FEATURES:

The multi-vendor marketplace will provide the following features:

1. Full administration control

2. Vendor Registration

Vendor will have the ability to sign up online. Helotes administrator will approve/deny the sign up request.

3. Payment Integration

The e-commerce site will accept payment through PayPal/Stripe. Allowing customers to pay with their own debit/credit card. Vendors will need to set up their own Paypal/Stripe account and provide to the Website administration team to have it integrated.

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4. Payment Withdrawal

Vendor can get payment automatically from admin, in their own PayPal / Stripe account in hourly / monthly etc basis. In addition, vendors may have the option to receive real-time withdrawal if using Stripe as payment method.

5. Order & Product Management

Vendor will have their own store management panel, where they can manage their orders/products

6. Shipping Rate Management

Vendor will have the ability to set up their shipping rate table. Note this is customer-defined rate table and is NOT a real-time calculation from carriers like USPS, UPS or Fedex.

7. Taxes

Admin can set a global tax rate

8. Admin Product Approval

Admin will have the control to either manually approve products added by vendors or set it to automatically publish.

9. Order Reports & Insights

10. Customer can buy from multiple vendor in a single order

TECHNICAL REQUIREMENTS:

1. Payment Account

Both vendors & Helotes will need to have their own payment gateway (i.e. Paypa or Stripe) accounts in order to get integrated.

2. Store Information

Store name, contact information, description, location, product information, shipping methods and etc.

Each vendor will be in charge of the actual order fulfillment, including but not limited to shipment, refund and order changes. Order fulfillment will not be part of the ShopHelotes.com website.

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STORE SET UP:

esd also offers the following post-launch maintenance services on the one-off basis.

1. **On-boarding Manual** - Customized store set up guide for vendors.

2. **Vendor on-boarding session**

An 1-hour virtual meeting to walk vendors through the store set up process. Customized manuals will be provided to the store at end of the session.

3. **Storefront Set up**

esd can set up the store for the vendor. This includes the initial store set up (logo, address, store description), shipping rate table set up, payment integration and up to 15 single product (no size/option variation) integrations. It **DOES NOT** include setting up the payment gateway account for the vendor. Store will provide required information to esd, including store information, logo, product list, shipping rate table, payment account and etc

COST ESTIMATES:

- ShopHelotes.com Website Redesign with multi-vendor e-commerce integration: \$5,450 / one-time*
- Store Onboarding manual: \$750 / per store
- Store Onboarding Session: \$950 / per store (manual included)
- Storefront Set Up: \$1,250 / per store

Cost does not include photography, payment gateway account set up, content development, hosting & security.



Proposal for Helotes EDC: Ecommerce Storefronts for Helotes Businesses

Thank you for taking the time to review this proposal. COVID-19 has ravaged businesses and our community. Between shelter-in-place orders, limited capacity requirements, and the decrease of foot traffic, many brick-and-mortar businesses have suffered. The solution? Moving their physical presence to an online world.

In this proposal, I detail out a strategy and pricing to help the Helotes EDC move area businesses to the digital realm. I understand that you have a number of businesses that may be interested and the overarching strategy below reflects that more than one online storefront needs to be created.

I break down the proposal into both fixed costs (for items that need to be completed regardless of the number of businesses) along with variable costs (based on the number of businesses that need to get up and running).

Fixed Costs: \$3,500

The fixed costs are by and large education material that can be repurposed across multiple Helotes area businesses. So rather than having to get me to do an orientation for *every* business, I will produce tutorials and walkthroughs to help them get familiar with running an ecommerce store that can be referenced throughout their journey.

- Training video for people to become familiar with the ecommerce platform, including:
 - Adding products
 - Creating collections
 - Making pages and customizing homepage
 - Customizing shipping rates
 - Customizing order confirmation emails
 - Adding Texas sales tax
 - Contacting ecommerce platform support
- Training video to add their ecommerce store to Facebook
- Training video on tagging products to Instagram and Facebook posts
- Training video on building a newsletter and newsletter best practices
- Training video on SMS/Text Messaging best practices
- Document containing links and information to products/services that are helpful for a business's ecommerce store

As mentioned, this will be a one-time cost incurred by the Helotes EDC for the creation of these assets and for having them on-demand for their businesses that choose to open an ecommerce platform. These assets will be able to be used for each additional business onboarded in this program, so the more businesses that come online the less cost it is per business to have created these assets.



Variable Costs:

This variable cost is charged **per online store created**. These storefronts will be tailored for each individual business and includes the following things:

- Creating a store's ecommerce storefront with up to 15 products
- Shooting 15 small and medium sized (up to 18 inches) product photos (business owner must arrange contactless drop off/pick up of the items at my house)
- Creating that store's Facebook/Instagram Shop (if they are on those platforms)
- Writing the "About Us" page and providing general copy assistance
- Setting up the online storefront's payment gateway and/or Paypal account
- Linking together the relevant store's social media accounts
- Setting up a store's online newsletter and/or helping migrate a current newsletter
- 1-hour warm handoff/walkthrough of the online storefront on Zoom
- 1-hour monthly check in with the business owner for the first three months to answer any questions and provide insights

I am able to provide a discount based on the number of storefronts that you want to create an online storefront. The costs are:

- One to Two Businesses: \$5,500/shop; **please note:** with only having one or two businesses, you will NOT have to pay the fixed costs to get the videos produce; I will provide 1:1 training with each owner to cover those topics
- Three to Five Businesses: \$3,500/shop
- Six+ Businesses: \$3,000/shop

Startup Costs:

To get started, there several items that I suggest a business purchases to make their ecommerce experience much better.

- **Zebra GC420d Label Printer \$250 on NewEgg:** this is a tried and true printer that I have used that is perfect for an ecommerce setup
- **Domain Name \$15 on Namecheap:** for businesses that do not have a website
- **Amazon Basics Medium Duty Storage Shelving \$160 on Amazon:** this shelving is perfect to store items
- **Supply Bin Boxes (Varying Width) \$50 to \$100 on Amazon:** this helps a business keep items organized

Recurring Costs:

Some of the recurring costs will vary by how many sales are created (such as postage and shipping supplies), while others are a consistent monthly charge.

- **Shopify Platform Fee \$29/mo:** this is the monthly fee to use the Shopify platform
- **Upsell/Cross Sell App \$20/mo (estimated):** this is for an app that creates the popup of suggested products as people check out
- **Email Account \$20/mo (estimated):** for businesses that do not have any email set up with their domain
- **Mailchimp Newsletter \$20/mo (estimated):** initially this newsletter starts out free but after achieving a baseline of subscribers will carry a cost that can go up as more people subscribe
- **SMS Messaging \$1/100 people/message (estimated):** depends on the volume of subscribers and number of messages sent
- **Shipping Supplies and Postage:** dependent on number of orders
- **Credit Card Fees:** Shopify, Paypal, and any payment gateway take roughly 3% of sales in credit card fees

One thing to note, ecommerce business is not like the *Field of Dreams*: just because you build it doesn't necessarily mean that they will come. There has to be a concentrated effort on the part of the business owner and the Helotes EDC to make sure that Helotes residents—and beyond—know that their favorite local shops are online.

Again, thank you for your consideration in building some of your Helotes business online presence. With COVID-19 looking to be part of our lives for half-a-year or more, businesses must adapt to remain solvent. I definitely feel that your program to bring area businesses online is quite remarkable and I would love to be a part of it!

--

Garrett Heath

210.621.8482

Founder SA Flavor and MarketingBytes.io