



HELOTES
TEXAS
ECONOMIC DEVELOPMENT
REGULAR MEETING AGENDA

The City of Helotes Economic Development Corporation (EDC) Board of Directors will meet for a Regular Meeting on Wednesday, July 18, 2018 at 7:00 p.m. in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023. This is an open meeting, subject to the open meeting laws of the State of Texas.

1. Call to order.

OPEN SESSION:

2. Citizens to be heard.

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

CONSENT AGENDA (ITEM NOS. 3 – 4):

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

3. Approval of the minutes of the EDC Regular Meeting dated June 20, 2018. (Staff)
4. Approval of the EDC Fiscal Year Ending (FYE) 2018 Revenue and Expenditure, Balance Sheet, and Encumbrance Reports dated July 13, 2018. (Staff)

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The City of Helotes City Hall is wheelchair accessible, and accessible parking spaces are available. In compliance with the Americans with Disabilities Act, the City of Helotes will provide reasonable accommodations for persons attending the meeting. To better serve you, requests should be received forty-eight (48) hours prior to the meeting. Please contact the City Secretary's Office at 210.695.5911 or by facsimile at 210.695.2123.

ITEMS FOR INDIVIDUAL CONSIDERATION:

5. Presentation by Retail Strategies and discussion of and action on an Agreement to Provide Professional Consulting and Related Services between the EDC and Retail Strategies dated October 1, 2015, including, but not limited to, Retail Strategies' scope of services, performance, and related retail recruitment within the City of Helotes. (Staff)
6. Discussion of and action on amendments to Article Ten *Board of Directors* of the Restated and Amended Articles of Incorporation of the City of Helotes Economic Development Corporation dated June 25, 2015 modifying regulations limiting the number of permissible Directors residing outside the City's corporate limits. (President Wootton)
7. Discussion of and action on a recommendation to the City Council of the City of Helotes, Texas on the appointment of the following individuals to the City of Helotes EDC Board of Directors:
 - Bill Putty; and
 - Stephanie "Stevie" Seitz. (Mayor Schoolcraft)

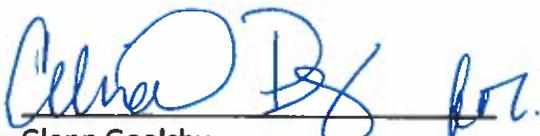
Adjourn.

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 July 13, 2018 at 4:30 p.m.

Attest:


Glenn Goolsby
Assistant Director



Rick A. Schroder
Executive Director

CITY OF HELOTES
REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: JULY 13, 2018

3 -CAPITAL REPLACEMENT
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
MISCELLANEOUS REVENUE	12,344.00	0.00	518,266.48	(505,922.48)	4,198.53
TOTAL REVENUES	12,344.00	0.00	518,266.48	(505,922.48)	4,198.53
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	500.00	0.00	0.00	500.00	0.00
BUILDING & GROUNDS	3,348,285.00	0.00	1,667,864.65	1,680,420.35	49.81
TOTAL EXPENDITURES	3,348,785.00	0.00	1,667,864.65	1,680,920.35	49.81
REVENUES OVER/(UNDER) EXPENDITURES	(3,336,441.00)	0.00	(1,149,598.17)	(2,186,842.83)	34.46

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CITY OF HELOTES
REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: JULY 13, 2018

13 -CAPITAL REPLACEMENT
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
MISCELLANEOUS REVENUE					
06-1010 INTEREST EARNED	9,153.00	0.00	16,466.48 (	7,313.48)	179.90
06-1016 EDC CAPITAL - TRANSFER IN	0.00	0.00	0.00	0.00	0.00
06-1017 ADMIN MISC REVENUES	0.00	0.00	0.00	0.00	0.00
06-1018 PD MISC REVENUES	1,250.00	0.00	1,800.00 (	550.00)	144.80
06-1019 FD MISC REVENUES	1,941.00	0.00	0.00	1,941.00	0.00
06-1021 TRANSFERS IN/OUT- OTHER FUND	0.00	0.00	500,000.00 (	500,000.00)	0.00
06-1022 DISPATCH MISC REVENUES	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	12,344.00	0.00	518,266.48 (505,922.48)	4,198.53

TOTAL REVENUES	12,344.00	0.00	518,266.48 (505,922.48)	4,198.53
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CITY OF HELOTES
REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: JULY 13, 2018

3 -CAPITAL REPLACEMENT
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
CONTRACTUAL SERVICES					
10-5200 BANK CHARGES	500.00	0.00	0.00	500.00	0.00
TOTAL CONTRACTUAL SERVICES	500.00	0.00	0.00	500.00	0.00
TOTAL ADMINISTRATION	500.00	0.00	0.00	500.00	0.00

3 -CAPITAL REPLACEMENT
BUILDING & GROUNDS
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>CAPITAL OUTLAY</u>					
50-5501 FIRE DEPT PURCHASES	31,348.92	0.00	31,298.74	50.18	99.84
50-5509 EDC 2015 Cofo EXPENDITURES	291,916.03	0.00	14,034.50	277,881.53	4.81
50-5510 POLICE DEPT PURCHASES	1,568.13	0.00	0.00	1,568.13	0.00
50-5511 ADMINISTRATION PURCHASES	0.00	0.00	0.00	0.00	0.00
50-5512 CITY 2015 Cofo EXPENDITURES	3,023,451.92	0.00	1,622,531.41	1,400,920.51	53.66
TOTAL CAPITAL OUTLAY	3,348,285.00	0.00	1,667,864.65	1,680,420.35	49.81
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OTAL BUILDING & GROUNDS	3,348,285.00	0.00	1,667,864.65	1,680,420.35	49.81
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OTAL EXPENDITURES	3,348,785.00	0.00	1,667,864.65	1,680,920.35	49.81
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EVENUES OVER/(UNDER) EXPENDITURES	(3,336,441.00)	0.00	(1,149,598.17)	(2,186,842.83)	34.46

** END OF REPORT ***

15 - ECONOMIC DEVELOPMENT CORP
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
NON-PROPERTY TAXES	852,000.00	0.00	896,553.07 (	44,553.07)	105.23
MISCELLANEOUS REVENUE	2,000.00	0.00	5,497.94 (	3,497.94)	274.90
TOTAL REVENUES	854,000.00	0.00	902,051.01 (	48,051.01)	105.63
=====					
<u>EXPENDITURE SUMMARY</u>					
ADMINISTRATION	854,000.00	2,569.44	950,895.57 (	96,895.57)	111.35
TOTAL EXPENDITURES	854,000.00	2,569.44	950,895.57 (	96,895.57)	111.35
=====					
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	2,569.44)	48,844.56)	48,844.56	0.00

REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: JULY 13, 2018

15 - ECONOMIC DEVELOPMENT CORP
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
NON-PROPERTY TAXES					
01-3140 SALES TAX REVENUE	852,000.00	0.00	890,219.81 (	38,219.81)	104.49
01-3150 MIXED BEVERAGES	0.00	0.00	6,333.26 (	6,333.26)	0.00
TOTAL NON-PROPERTY TAXES	852,000.00	0.00	896,553.07 (	44,553.07)	105.23
MISCELLANEOUS REVENUE					
06-1010 INTEREST EARNED	2,000.00	0.00	5,497.94 (	3,497.94)	274.90
06-1011 MISCELLANEOUS/GRANT/TRANSFERS	0.00	0.00	0.00	0.00	0.00
06-1060 TRANSFERS IN/OUT	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	2,000.00	0.00	5,497.94 (	3,497.94)	274.90
TOTAL REVENUES	854,000.00	0.00	902,051.01 (	48,051.01)	105.63

CITY OF HELOTES
REVENUE & EXPENSE REPORT - UNAUDITED
AS OF: JULY 13, 2018

15 - ECONOMIC DEVELOPMENT CORP
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
PERSONNEL					
10-5111 LONGEVITY	980.00	0.00	980.00	0.00	100.00
TOTAL PERSONNEL	980.00	0.00	980.00	0.00	100.00
CONTRACTUAL SERVICES					
10-5201 MEMBERSHIP, DUES & LICENSES	6,900.00	0.00	5,792.49	1,107.51	83.95
10-5202 AUDIT FEES	3,100.00	0.00	3,100.00	0.00	100.00
10-5203 SCHOOLS, SEMINARS, CONFERENCES	3,000.00	0.00	1,783.91	1,216.09	59.46
10-5204 ICSC CONF TEXAS & RECON LV	9,000.00	0.00	4,008.97	4,991.03	44.54
10-5205 BANK FEES	600.00	0.00	0.00	600.00	0.00
10-5206 LEGAL FEES	3,000.00	0.00	2,868.42	131.58	95.61
10-5208 CONCEPTUAL DESIGN/USE	99,000.00	0.00	0.00	99,000.00	0.00
10-5209 380 AGREEMENT REIMBURSEMENT	3,800.00	0.00	0.00	3,800.00	0.00
10-5210 WORKSHOPS & PROMOTION	3,500.00	0.00	0.00	3,500.00	0.00
10-5211 MARKETING	28,750.63	0.00	8,511.35	20,239.28	29.60
10-5212 WEBSITE DEV. & MAINTENANCE	6,500.00	0.00	4,512.40	1,987.60	69.42
10-5214 REIMBURSE CITY - OPERATING EXP	11,649.37	0.00	11,084.17	565.20	95.15
10-5215 REIMBURSE CITY -DEBT PRINCIPAL	200,000.00	0.00	200,000.00	0.00	100.00
10-5216 REIMBURSE CITY -DEBT INTEREST	92,552.00	0.00	92,552.00	0.00	100.00
10-5219 REIMBURSE CITY-SALARY	57,026.00	2,243.20	46,408.74	10,617.26	81.38
10-5220 REIMBURSE CITY - BENEFITS	14,000.00	326.24	12,008.24	1,991.76	85.77
10-5221 RETAIL RECRUITMENT	25,000.00	0.00	25,000.00	0.00	100.00
10-5222 REIMBURSE CITY - 2015 P&I	48,343.00	0.00	48,343.00	0.00	100.00
10-5223 BUSINESS IMPRV GRANT	50,000.00	0.00	0.00	50,000.00	0.00
10-5224 OFFICE RENTAL	15,500.00	0.00	14,451.97	1,048.03	93.24
TOTAL CONTRACTUAL SERVICES	681,221.00	2,569.44	480,425.66	200,795.34	70.52
COMMODITIES					
10-5301 OFFICE SUPPLIES	3,549.00	0.00	1,853.99	1,695.01	52.24
10-5302 OPERATIONAL EXPENSES	7,500.00	0.00	7,154.25	345.75	95.39
10-5304 WEBSITE - BUSINESS DIRECTORY	2,000.00	0.00	1,216.00	784.00	60.80
10-5305 COMMUNICATION EQUIP ALLOWANCE	2,500.00	0.00	1,077.39	1,422.61	43.10
10-5326 EXPENSE REIMBURSEMENT -MILEAGE	250.00	0.00	0.00	250.00	0.00
10-5331 PARKING LEASE AGREEMENT OTH	6,000.00	0.00	4,030.55	1,969.45	67.18
10-5333 380 EXPENSES FROM SALES TAX	0.00	0.00	304,157.73	304,157.73	0.00
TOTAL COMMODITIES	21,799.00	0.00	319,489.91	297,690.91	1,465.62
APITAL OUTLAY					
10-5503 TRANSFER TO DEBT SERVICE	150,000.00	0.00	150,000.00	0.00	100.00
TOTAL CAPITAL OUTLAY	150,000.00	0.00	150,000.00	0.00	100.00
TOTAL ADMINISTRATION	854,000.00	2,569.44	950,895.57	96,895.57	111.35
TOTAL EXPENDITURES	854,000.00	2,569.44	950,895.57	96,895.57	111.35
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(2,569.44)	48,844.56	48,844.56	0.00

BALANCE SHEET AS OF: JULY 13, 2018

13 -CAPITAL REPLACEMENT

ACCOUNT#	TITLE	
ASSETS		
101-2000	TEXPOOL CAPITAL PROJECTS	401,017.03
101-2200	SAFEKEEPING - CITY	0.00
101-2300	SAFEKEEPING - EDC	0.00
101-2400	CAPITAL CASH	(7,269.38)
101-2500	EDC CAPITAL CASH	34,696.17
101-2600	FIRE DEPT CAPITAL CASH	1,650.38
101-2700	POLICE DEPT CAPITAL CASH	6,867.57
101-2800	ADMIN CAPITAL CASH	148,561.98
101-3000	LOGIC CAPITAL CASH	649,644.62
120-0000	DUE FROM OTHER FUNDS	603,566.20
		<u>1,838,734.57</u>

TOTAL ASSETS 1,838,734.57

LIABILITIES		
201-0000	ACCOUNTS PAYABLE	463,180.76
201-0100	RETAINAGE PAYABLE	58,577.49
201-0200	PAYABLES PRIOR YEAR	0.00
202-1300	DUE TO OTHER FUNDS	70,267.30
202-1305	DUE FROM OTHER ACCOUNTS	0.00
		<u>592,025.55</u>

TOTAL LIABILITIES 592,025.55

390-0000	FUND BALANCE/RETAINED EARN	2,396,307.19
	TOTAL BEGINNING EQUITY	<u>2,396,307.19</u>
	TOTAL REVENUE	518,266.48
	TOTAL EXPENSES	1,667,864.65
	REVENUE OVER/(UNDER) EXPENSES	(1,149,598.17)
	TOTAL EQUITY & OVER/(UNDER)	<u>1,246,709.02</u>

TOTAL LIABILITIES, EQUITY & OVER/(UNDER) 1,838,734.57

BALANCE SHEET AS OF: JULY 13, 2018

15 -ECONOMIC DEVELOPMENT CORP

ACCOUNT#	TITLE		
ASSETS			
101-2000	EDC OPERATING CASH	113,669.78	
101-2100	EDC TEXPOOL	1,129.43	
101-2600	LOGIC	548,405.27	
101-3100	FARM BUREAU EDC 6 MONTH CD	0.00	
101-3200	FARM BUREAU BANK MM	4.11	
105-1000	RECEIVABLE - SALES TAX	198,595.26	
120-0000	DUE FROM GENERAL FUND	0.00	
120-1000	DUE FROM EDC CAP PROJ	70,267.30	
			<u>932,071.15</u>
TOTAL ASSETS			
			<u>932,071.15</u>
LIABILITIES			
201-0000	ACCOUNTS PAYABLE	0.00	
201-0200	PRIOR YEAR PAYABLES	0.00	
201-0300	380 AGREEMENT PAYABLE	113,848.73	
201-1000	WAGES PAYABLE	0.00	
202-0910	PREPAID PAYABLES	0.00	
202-1300	DUE TO OTHER FUNDS	59,636.98	
			<u>173,485.71</u>
TOTAL LIABILITIES			
			<u>173,485.71</u>
EQUITY			
390-0000	FUND BALANCE/RETAINED EARNINGS	806,990.01	
390-1000	PREPAID ITEMS	439.99	
			<u>807,430.00</u>
TOTAL BEGINNING EQUITY			
			<u>807,430.00</u>
TOTAL REVENUE			
		902,051.01	
TOTAL EXPENSES			
		950,895.57	
			<u>(48,844.56)</u>
REVENUE OVER/(UNDER) EXPENSES			
			<u>(48,844.56)</u>
TOTAL EQUITY & OVER/(UNDER)			
			<u>758,585.44</u>
TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			
			<u>932,071.15</u>

STATUS: ALL
 VENDOR RANGE: ALL
 DEPT BREAK: N

DETAILED REPORT

G/L ACCOUNT	ACCOUNT NAME	PO NO#	ISSUE DATE	VENDOR	VENDOR NAME	ITEM DESCRIPTION	AMOUNT OUTSTANDING
01 550-5241	BUILDING MAINTENANCE	18-00953	3/21/2018	1887	BATH GROUP INC		950.00
				** TOTAL **			950.00
01 550-5510	CARPORY/FENCING/ETC	18-00965	6/14/2018	1911	LASITER UTILITY BA DISC GOLF WATER SERV		11,520.00
				** TOTAL **			11,520.00
01 550-5520	PARKS & RECREATION MOVIE	18-00945	2/14/2018	0780	ALAMO MAILING COMP		855.09
				** TOTAL **			855.09
01 560-5311	BULLET-PROOF VEST	18-00958	5/07/2018	0058	G T DISTRIBUTORS I		12,500.00
				** TOTAL **			12,500.00
01 580-5210	OTHER CONTRACTUAL/PROF.	18-00949	3/06/2018	1880	ESO SOLUTIONS INC		3,330.00
				** TOTAL **			3,330.00
01 580-5302	OPERATING SUPPLIES	17-00920	10/05/2017	1412	GLOBAL TECHNOLOGY SHIPPING		30.00
				** TOTAL **			30.00
01 580-5312	AUTOS, MACHINERY & EQUIP	18-00961	5/30/2018	1904	TEXAS TRUCK TOPS		2,199.00
		18-00962	6/11/2018	0102	NAFECO INC		3,075.00
		18-00963	6/11/2018	0102	NAFECO INC		2,237.50
		18-00964	6/13/2018	0102	NAFECO INC		6,150.00
				** TOTAL **			13,661.50

FUND # : 05 ECONOMIC DEVELOPMENT CORP
3/L RANGE : ALL
ISSUE DATE: 0/00/0000 - 99/99/9999
REPORTED THRU: CURRENT BALANCES

STATUS: ALL
VENDOR RANGE: ALL
DEPT BREAK: N

DETAILED REPORT

G/L ACCOUNT	ACCOUNT NAME	PO NO#	ISSUE DATE	VENDOR	VENDOR NAME	ITEM DESCRIPTION	AMOUNT
05 510-5302	OPERATIONAL EXPENSES	18-00966	6/27/2018	1852	AIR AUTHORITY LLC		6,760.00
					** TOTAL **		6,760.00

FUND # : 14 STREET MAINTENANCE
G/L RANGE : ALL
ISSUE DATE: 0/00/0000 - 99/99/9999
REPORTED THRU: CURRENT BALANCES

STATUS: ALL
VENDOR RANGE: ALL
DEPT BREAK: N

DETAILED REPORT

G/L ACCOUNT	ACCOUNT NAME	PO NO#	ISSUE DATE	VENDOR	VENDOR NAME	ITEM DESCRIPTION	AMOUNT OUTSTANDING
14 510-5300	EXPENDITURES	18-00967	6/28/2018	1713	FLASHER EQUIPMENT		32,750.18
** TOTAL **							32,750.18

STATUS: ALL
 VENDOR RANGE: ALL
 DEPT BREAK: N

FUND # : ALL
 G/L RANGE : ALL
 ISSUE DATE: 0/00/0000 - 99/99/9999
 REPORTED THRU: CURRENT BALANCES

REPORT TOTALS

FUND: 01	GENERAL FUND		
DEPT: 550	BUILDING & GROUNDS	13,325.09	
DEPT: 560	POLICE DEPARTMENT	12,500.00	
DEPT: 580	FIRE DEPARTMENT	17,021.50	
	** FUND TOTAL **	42,846.59	

FUND: 05	ECONOMIC DEVELOPMENT CORP		
DEPT: 510	EDC	6,760.00	
	** FUND TOTAL **	6,760.00	

FUND: 14	STREET MAINTENANCE		
DEPT: 510	INVALID DEPT	32,750.18	
	** FUND TOTAL **	32,750.18	
	** GRAND TOTAL **	82,356.77	

REPORT TOTALS

GL WARNINGS

**** NOTE: PARTIAL REPORT SELECTED. PO'S NOT VERIFIED AGAINST GENERAL LEDGER.

SELECTION CRITERIA

REPORT OPTIONS

REPORTED THRU: CURRENT BALANCES
REPORT TYPE: DETAIL
BREAK BY DEPT: NO

STATUS: OUTSTANDING
RECEIVED
PARTIAL

FUND : ALL
3/L RANGE : ALL
ISSUE DATE: 0/00/0000 - 99/99/9999
VENDOR RANGE: ALL

**** END OF REPORT ****



**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING AND RELATED SERVICES**

THIS AGREEMENT is entered into by and between Retail Strategies, LLC, an Alabama limited liability company (hereinafter referred to as "Consultant") and the City of Helotes Economic Development Corp. (hereinafter referred to as "Client") to commence on the 1st day of October, 2015, as follows:

WHEREAS, the Client desires to have performed those services identified on Exhibit A attached hereto (the "Project") for the City of Helotes, TX, which it believes will promote the efficient operation of the Client; and,

WHEREAS, Consultant has made a proposal to the Client to provide consulting services related to the Project to Client as further set forth below.

W-I-T-N-E-S-S-E-T-H:

NOW, THEREFORE, this agreement is made and entered into on the date first above written by and between the Client and Consultant, by which Consultant will provide professional consulting and related services to the Client as hereinafter specified, through individuals possessing a high degree of professional skill where the personality of the individual will play a decisive role as follows:

1. SCOPE OF SERVICES

Consultant agrees, for the consideration as stated herein, to provide professional consulting and related services to the Client for the Project as set out in Exhibit A, in the municipal and extra territorial jurisdictional boundaries of the City of Helotes, Bexar County, Texas.

2. TIME OF PERFORMANCE

Consultant shall provide services pursuant to this agreement and expeditiously and in good faith conduct its work in such a manner as to complete its commitments for Client within three (3) calendar years which shall be calculated as, **October 1, 2015 to September 30, 2018.**

Consultant shall commence, carry on and complete the Project with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions hereof and applicable laws. In accomplishing the Project, Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work and policies being carried on by the Client.

3. COMPENSATION

The Client agrees to pay Consultant for the services as set forth herein, the sum of \$35,000 for the first year. Full payment is to be made upon execution of this agreement and receipt of the invoice from Retail Strategies, LLC. Client will remit payment to Consultant upon receipt of invoice but no later than within thirty (30) days from receipt of invoice. The compensation for year two shall be \$30,000, year three shall be \$25,000 payable in the same manner as set forth above. The Client shall have the right to renew the contract for additional years, starting in year four, at the rate of \$25,000 per year and thereafter, as mutually agreed between Client and Consultant. Client acknowledges that affiliates of Consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services as part of the scope of the Project.

4. CLIENT RESPONSIBILITIES

In addition to paying Consultant for services according to the preceding paragraph, the Client shall also provide for Consultant: access to its relevant personnel, facilities, and materials including, but not necessarily limited to, those items specified in Consultant's proposal to Client, and such records, reports, and information as reasonably requested by Consultant and in Client's possession.

5. LEVEL OF COMPETENCE

Consultant represents and warrants to the Client that it and all of its employees that will be working on the project for the Client are qualified and competent to perform the services required. Such personnel shall not be employees of or have any pre-existing contractual relationship with the Client. All of the services required hereunder will be performed by Consultant or under its supervision.

The Project Directors for the performance of services by Consultant pursuant to the terms and conditions of this agreement shall be Joseph Fackel, Wade Robinett and Robert Jolly, or other employees as deemed necessary by Consultant. Consultant may also use additional employees to assist with the performance of this Agreement as Consultant deems appropriate in Consultant's discretion.

6. MATERIALS/CONFIDENTIALITY

The Client agrees to cooperate with and provide Consultant with reasonable access to facilities and information within its reasonable possession and control, requested by Consultant for its review and use in performing the services herein. Provided, however, all such documents, information, results, memoranda and all other written information ("information") shall be held confidential by Consultant and any of its sub-contractors and shall not, without the prior written consent of the Client, be used for any purpose other than the performance of this agreement nor be disclosed to any other entity not connected with performance of this agreement. Upon completion of services, Consultant shall return all such information to the Client. The Client shall retain ownership of all such information provided by Client.

7. INTELLECTUAL PROPERTY

The Client and Consultant, jointly and separately, acknowledge and agree that the intellectual property of both parties shall remain owned by the respective party. With the exception of Consultant's periodic and final reports generated for performance of this agreement to or for the Client, reports, memorandums, electronic mail, facsimile transmissions and other written and prepared documents shall be owned by the party who authored, generated or who originally possessed the same and nothing in this agreement shall contravene said rights.

8. INFORMATION AND REPORTS

Consultant shall furnish an electronic version of a final written report and such periodic reports concerning the status of the project as may be requested by the Client's representative pursuant to the schedule to be provided by Consultant. Oral reports shall be furnished to Client no less often than quarterly, via in person, video and/or telephonic means. Consultant shall furnish the Client, upon request, with electronic copies of all documents and other material prepared or developed in relation with or as part of the project. Such requests shall be reasonable and within normal business practices for such work.

9. **COPYRIGHT INFORMATION**

The Client acknowledges that all intellectual property developed during the course of this agreement by Consultant shall belong exclusively to Consultant. However, the Client may utilize any of the foregoing for and on behalf of its internal operations, but will take steps reasonably necessary with its employees with respect to the use, copying, protection and security of the foregoing.

10. **APPLICABLE LAWS**

Consultant shall register and comply with all State or Federal laws and/or regulations as they may relate to the services or activities of the Consultant to the Client. It is the understanding of the Consultant and the Client that all documents, information, results, memoranda and all other written information created in accordance with this Agreement may be subject to disclosure under the Texas Public Information Act.

11. **INSURANCE**

Consultant shall carry all appropriate and necessary insurance to be in compliance with state and national laws regarding the insurance coverage of its employees.

12. **TERMINATION**

Should Consultant violate any of the terms of this Agreement or otherwise fail to fulfill its obligations set forth under Exhibit A of this Agreement, Client shall immediately provide to Consultant written notice of any alleged deficiencies in performance and Consultant shall have thirty (30) days from the date notice is received to cure any alleged deficiencies in performance. Should Consultant fail to remedy the alleged defect in performance after being given the opportunity to do so, Client shall have the right to terminate this Agreement. All fees paid for any term shall be deemed fully earned when paid and are not subject to refund following any termination hereunder. Notwithstanding the above, Client may also terminate this Agreement during the term for any reason by providing Consultant with thirty (30) days advance written notice.

13. **CONFLICT OF INTEREST**

The Consultant represents and warrants to the Client, to the best of its knowledge, that neither it nor its Project Directors are aware of any conflict of interest which exists by means of

its provision of services to the Client pursuant to the terms and conditions of this agreement. The Consultant represents and warrants to the Client, that upon becoming aware of any potential conflict of interest, which exists by means of its provision of services to the Client, the Consultant will immediately advise the Client of such potential conflict in accordance with the Notice requirements of this Agreement.

14. NOTICES/PARTIES REPRESENTATIVES

The representative of the Client for this agreement shall be the Executive Director of Client.

All notices, bills, invoices and reports required by this agreement shall be sufficient if sent by the parties hereto in the United States Mail, postage prepaid thereon to the addresses noted below:

Client:

City of Helotes, TX
12951 Bandera Road
Helotes, TX 78023

Consultant:

Retail Strategies, LLC
120 18th Street South
Suite 201
Birmingham, AL 35233
Attention: Brad Siegel

15. REPRESENTATIVE CAPACITY

While Consultant's role will be that of consultant to the Client, Consultant shall be and remain an independent contractor and not act in the role of an agent or legal representative on behalf of the Client or the City of Helotes. Consultant shall not have the authority to bind or obligate the Client, its officers, agents or employees.

16. MISCELLANEOUS

Capacity: Each party to this agreement represents and warrants to the other as follows:

A. That it is an individual of the age of majority or otherwise a legal entity duly organized and in good standing pursuant to all applicable laws, rules and regulations.

B. That each has full power and capacity to enter into this agreement, to perform and to conclude the same including the capacity, to the extent applicable, to grant, convey and/or transfer; areas, assets, facilities, properties, (both real and personal), permits, consents and authorizations and/or the full power and right to acquire and accept the same.

C. That to the extent required, each party has obtained the necessary approval of its governing body, board, council or other appropriate governing body and a resolution or other binding act has been duly and properly enacted by such governing body or board authorizing this agreement and said approval has been reduced to writing and certified or attested by the appropriate official of the party.

D. That each party has duly authorized and empowered a representative to execute this agreement on their respective behalf and the execution of this agreement by such representative fully and completely binds the party to the terms and conditions hereof.

E. That absent fraud, the execution of this agreement by a representative of the party shall constitute a certification that all such authorizations for execution exist and have been performed and the other party shall be entitled to rely upon the same. To the extent a party is a partnership, limited liability company or joint venture, the execution of this agreement by any member thereof shall bind the party and to the extent that the execution of agreement is limited to a manager, managing partner or specific member then the person so executing this agreement is duly authorized to act in such capacity for the party.

F. That each party represents and warrants to the other that, to the best of its knowledge, there is no litigation, claim or administrative action threatened or pending or other proceedings to its knowledge against it which would have an adverse impact upon this transaction or upon either's ability to conclude the transaction or perform pursuant to the terms and conditions of this agreement.

G. That each party has obtained any and all required permits, approvals and/or authorizations from third parties to enable it to fully perform pursuant to this agreement.

Third Party Beneficiaries: It is the intent of the parties hereto that there shall be no third party beneficiaries to this agreement.

Final Integration: This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties, executed with the same formalities as this instrument. No agent of either the Client or the Consultant, unless authorized in writing by the agent's principal, has any authority to waive, alter, or enlarge this Agreement, or to make any new or substituted or different contracts, representations, or warranties. All written or oral understandings and agreements heretofore had between and among the parties are merged into this agreement, which alone fully and completely expresses their understandings. No representation, warranty, or covenant made by any party which is not contained in this agreement or expressly referred to herein have been relied on by any party in entering into this agreement.

Force Majeure: Neither party to this agreement shall hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

Binding Effect: This Agreement shall bind the parties and their respective agents, employees, personal representatives, heirs, next of kin, legatee, distributees, successors, and assigns. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

Captions: The captions of this agreement are for convenience and reference only, are not a part of this agreement, and in no way define, describe, extend, or limit the scope or intent of this agreement.

Construction: The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities

are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably in accordance with its plain meaning and not more strongly or favorably for or against any Party, regardless of which Party originally drafted the provision.

Mandatory and Permissive: “Shall”, “will”, and “agrees” are mandatory; “may” is permissive.

Governing Law: The laws of the State of Texas, but without regard to conflict of laws principles, shall govern the validity of this agreement, the construction of its terms, the interpretation of the rights, the duties of the parties, the enforcement of its terms, and all other matters relating to this agreement. Any enforcement of this Agreement shall be in the courts in Bexar County, Texas.

Prohibition on Assignment and Delegation: No party to this agreement may assign or delegate its interests or obligations hereunder without the written consent, executed with the same formalities as this instrument, of all other parties hereto obtained in advance of any such assignment or delegation. No such assignment or delegation shall in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning or delegating party shall in all respects remain liable hereunder irrespective of such assignment or delegation.

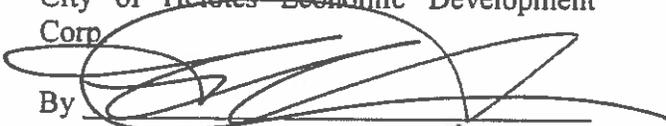
Waiver: Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision, and must be executed with the same formalities as this instrument. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Agreement Date/Counterparts: The date of this agreement is intended as and for a date for the convenient identification of this agreement and is not intended to indicate that this agreement was necessarily executed and delivered on said date. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

CLIENT:

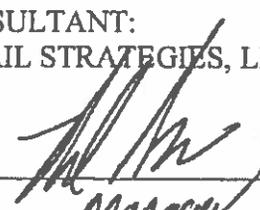
City of Helotes Economic Development Corp

By 

Title Executive Director

Date 9/11/15

CONSULTANT:
RETAIL STRATEGIES, LLC

By 

Title Manager

Date 9/25/15

EXHIBIT A – SCOPE OF SERVICES

Research:

- Identify Helotes market Retail Trade Areas using political boundaries, including the extra territorial jurisdiction, drive times and radii and custom boundary geographies
- Perform Market & Retail GAP Analysis for each trade area (Leakage and Surplus)
- Provide Consumer Attitude and Behavior Analysis
- Conduct Retail Peer Market Analysis
- Competition analysis between Helotes market trade area(s) and surrounding competitive communities
- Cannibalization Analysis (Distance Tolerance) for all recommended retail prospects between nearest existing locations and Helotes
- Tapestry Lifestyles – Psychographic Profile of Trade Area / Market Segmentation Analysis
- Thematic Mapping and Aerial Imagery by trade area
- Retail Competitor Mapping/Analysis
- Market Maximization Summary and Strategic Leasing Plan
- Analysis of future retail space requirements in relation to the retail market analysis, the market's growth potential and trends in the retail industry
- Identification of Retail Prospects to be targeted for recruitment
- Retailer Recruitment and Execution of the Retail Strategic Plan
- Updates on Retail Industry Trends
- Custom On-Demand Demographic Research – Historical, Current, and Projected Demographics – to include market trade areas by radius/drive-time, and custom trade areas associated with Helotes

Boots on the Ground Analysis:

- Identify/Evaluate/Catalog Priority Commercial Properties for Development, Re-development and higher and best use opportunities
- Identification of Priority Business Categories for Recruitment and/or Local Expansion
- Perform Competitive Analysis of Existing Shopping Centers and retail corridors

Retail Recruitment

- Pro-Active Retail Recruitment
- ICSC and other trade show representation
- Monthly Updates

RESTATED AND AMENDED
ARTICLES OF INCORPORATION

OF THE

CITY OF HELOTES
ECONOMIC DEVELOPMENT CORPORATION

THE STATE OF TEXAS	§
	§
COUNTY OF BEXAR	§
	§
CITY OF HELOTES ECONOMIC	§
DEVELOPMENT CORPORATION	§

WE, THE UNDERSIGNED natural persons, not less than three in number, each of whom is at least 18 years of age and a qualified elector of the City of Helotes, Texas, a duly established Type A General Law Municipality under the Texas Constitution and the laws of the State of Texas, acting as incorporators of a public instrumentality and Non-profit Development Corporation (the *Corporation*) under the Development Corporation Act of 1979, as amended, with the approval of the City Council (the *Council*) of the City of Helotes, Texas (the *City*), as evidenced by the Resolution attached as Attachment A and made a part of these Articles for all purposes, do hereby adopt the following Restated and Amended Articles of Incorporation for the Corporation:

ARTICLE ONE
NAME

The name of the Corporation is the City of Helotes Economic Development Corporation.

ARTICLE TWO
AUTHORIZATION

The Corporation is a Non-profit Corporation and is an Industrial Development Corporation under the Development Corporation Act of 1979, Texas Revised Civil Statutes Annotated Article 5190.6, as amended (the *Act*), and it shall be governed by Section 4B of said Act, as now existing or as may be amended, and as approved at a special election held in the City on February 1, 2003.

ARTICLE THREE
DURATION

Subject to the provisions of Article Fourteen hereof, the period of duration of the Corporation is perpetual.

that the proposed amendments be made, it shall approve the form of the proposed amendments. The Board of Directors of the Corporation may then amend the Articles of Incorporation and/or Bylaws by adopting such amendments at a meeting of the Board of Directors and delivering such amendments to the Secretary of State; or

(b) The Council may, at its sole discretion and at any time, amend the Articles of Incorporation and/or Bylaws and alter or change the structure, organization, programs, activities of the Corporation, or terminate or dissolve the Corporation, subject to the provisions of the Act and subject to any limitation provided by applicable constitutions and laws of the impairment of contracts entered into by the Corporation, by resolution adopting the amendment to the Articles of Incorporation, Bylaws, and/or Articles of Dissolution at a meeting of the Council and delivering such amendments to the Secretary of State, as provided in the Act. Restated Articles of Incorporation and/or Bylaws may be filed with the Secretary of State, as provided in the Act, without the consent of the Council.

ARTICLE NINE ADDRESS

The street address of the registered office of the Corporation is 12951 Bandera Road, Helotes, Texas 78023, and the registered agent at that address is Rick Schroder, City Administrator. The mailing address for the Corporation is Post Office Box 507, Helotes, Texas 78023.

From time to time and with Council approval, the Board of Directors and/or City Council may elect to move the Corporation's principal office to other commercially-available office space within the corporate City limits or change its mailing address.

Regular and special meetings of the Corporation's Board of Directors shall take place at City Hall, 12951 Bandera Road, Helotes, Texas 78023. Workshops requiring site visits may take place at other locations, as directed by the Corporation's President or the Executive Director.

ARTICLE TEN BOARD OF DIRECTORS

(a) The affairs of the Corporation shall be managed by a Board of Directors, which shall be composed of seven persons appointed by the Council. The terms of the initial Board of Directors shall be as follows:

Three (3) of the Directors shall be appointed to terms expiring September 30, 2003 and four (4) of the Directors shall be appointed to terms expiring September 30, 2004. Thereafter, the terms of Directors shall be two (2) years, expiring on September 30 of odd numbered and even numbered years, respectively.

Each Director must be a registered voter in and a resident of Bexar County, Texas, with preference given to residents of the City of Helotes, its Extraterritorial Jurisdiction, and/or Northwest Bexar County; however, not more than two (2) Directors may reside outside the corporate City limits. A Director shall not be a City Official, City Staff Member, and/or a City Council Member. A majority of the entire membership of the Board, including any vacancies, is

a quorum. The Board shall conduct all meetings in accordance with Articles Nine, Ten, and Eleven of these Articles.

If a Director fails, for any reason, to attend more than three (3) regular meetings within any fiscal year period, that member shall automatically be considered for replacement. The Executive Director shall inform the City Secretary of the situation, and the City Secretary shall place the item on the subsequent City Council agenda for action. A meeting cancelled for lack of a quorum is considered a meeting for purposes of recording attendance. Due to quorum requirements, when an absence is anticipated, the Director shall notify the Executive Director in advance, and the absence shall be counted against the Director's attendance record.

(b) The names and street addresses of the persons who served as the initial Directors and the dates of expiration of their initial terms as Directors, are as follows:

NAME	ADDRESS	EXPIRATION OF TERM
James McKinney, Place 1	12951 Bandera Road Helotes, Texas 78023	September 30, 2005
Lad Herold, Place 2	12951 Bandera Road Helotes, Texas 78023	September 30, 2004
Bill Wheeler, Place 3	12951 Bandera Road Helotes, Texas 78023	September 30, 2005
Fred Burns, Place 4	12951 Bandera Road Helotes, Texas 78023	September 30, 2004
Ardith Garner, Place 5	12951 Bandera Road Helotes, Texas 78023	September 30, 2005
Gene Skillrud, Place 6	12951 Bandera Road Helotes, Texas 78023	September 30, 2004
Kenneth E. Willmann, Place 7	12951 Bandera Road Helotes, Texas 78023	September 30, 2005

Each Director, including the initial Directors, shall be eligible for reappointment. Each Director shall serve until a successor is appointed. Directors are removable by the Council at any time with or without cause.

(c) The Directors shall serve without compensation, but they shall be reimbursed for their actual expenses incurred in the performance of their duties as Directors. Any vacancy occurring on the Board of Directors, by reason of death, resignation, or otherwise, shall be filled by appointment by the Council of a person who shall hold office until the expiration of the term.

(d) The Board of Directors shall elect a President, Vice president, Secretary and any other officers that the Corporation considers necessary to serve as executive officers of the Corporation, as more specifically provided in the Corporation's Bylaws. The term of each officer's office shall expire on September 30 of each year. The City Administrator, or his/her designee who shall be reviewed by the Board of Directors and approved by the City Council, shall serve as the Executive Director of the Corporation, but the Executive Director shall not be a member of the Board of Directors.

(e) Meetings of the Board of Directors are subject to the Texas Open Meetings Act, as

amended, Texas Government Code, Chapter 551, and the Corporation is subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

ARTICLE ELEVEN BYLAWS

The initial Bylaws of the Corporation have been approved by the Council and shall be adopted by the Corporation's Board of Directors and shall, together with these Articles of Incorporation, govern the initial affairs of the Corporation until and unless amended in accordance with the provisions of the Act and these Articles of Incorporation.

ARTICLE TWELVE INCORPORATORS

The name and street address of each incorporator are:

1. Fritz Bohne 12951 Bandera Road, Helotes, Texas 78023
2. Eva Juarez 12951 Bandera Road, Helotes, Texas 78023
3. Morton Ault 12951 Bandera Road, Helotes, Texas 78023

Each incorporator was a qualified elector of the City at the time of original incorporation.

ARTICLE THIRTEEN COUNCIL APPROVAL

The City has specifically authorized the Corporation by Ordinance to act on its behalf to further the public purposes stated in said Ordinance and these Articles of Incorporation, and the City has by said Resolution, dated June 25, 2015, approved these Restated and Amended Articles of Incorporation. A copy of such Resolution is on file among the permanent public records of the City and the Corporation.

ARTICLE FOURTEEN DISSOLUTION

(a) The Corporation shall not be dissolved, and its business shall not be terminated, by act of the Council or otherwise so long as the Corporation shall be obligated to pay any bonds, notes, or other obligations and unless the collection of the sales and use tax authorized by Section 4B of the Act is eligible for termination in accordance with the provisions of Section 4B(i) of the Act.

(b) No action shall be taken, pursuant to paragraph (a) of this Article or pursuant to paragraph (b) of Article Sixteen of these Articles, in any manner or at any time that would impair any contract, lease, right, or other obligation theretofore executed, granted, or incurred by the Corporation.

Celina Perez

From: City of Helotes <info@helotes-tx.gov>
Sent: Wednesday, July 11, 2018 10:50 AM
To: Celina Perez
Subject: New Form Submission: Please complete the following Board/Commission Application:

Someone submitted the Please complete the following Board/Commission Application: form:

Date: 07/11/2018 10:49 AM

1. Name: : Bill Putty
2. Address: : 10807 Bar-X Trail
3. Telephone: : 210-884-2733
4. Email: : bputty@puttya.com
5. How many years have you lived in the City? : 33
6. Subdivision: : Helotes Park Estates
7. Voter Registration #: : 1066784203
8. Education: : Postgraduate – Both civilian and military
9. Business Owner? : Yes
10. Business Name: : Putty & Associates
11. Occupation: : Semi-Retired
12. Business Address: : 10807 Bar-X Trail
13. Business Phone: :
14. Select the following municipal committees you wish to serve on: : Economic Development Corp. Board of Directors
15. Business Email: : bputty@puttya.com
16. If you currently serve on municipal committees, please list them here: : None
17. List any experience, qualifications, or special interests here: : Citizen of Helotes for thirty-three years. Original planning and guidance committee member for the present Helotes police and fire department building plans and design. President, Helotes Volunteer Fire Department.
18. Recognizing that committee work is often demanding on one's time, are you committed to attending regularly scheduled meetings? : Yes
19. How many hours can you serve each month? : six to ten
20. Electronic Signature : Bill Putty
21. Date: : 11/07/2018

Celina Perez

From: City of Helotes <info@helotes-tx.gov>
Sent: Thursday, July 12, 2018 7:35 PM
To: Celina Perez
Subject: New Form Submission: Please complete the following Board/Commission Application:

Someone submitted the Please complete the following Board/Commission Application: form:

Date: 07/12/2018 07:35 PM

1. Name: : Stephanie "Stevie" Seitz
2. Address: : 13875 Riggs Rd
3. Telephone: : 2103822923
4. Email: : stevieseitz1@gmail.com
5. How many years have you lived in the City? : 46
6. Subdivision: : Old Helotes Ranch Acres
7. Voter Registration #: : 1065680946
8. Education: : B.A.
9. Business Owner? : Yes
10. Business Name: : Stevie Seitz, Realtor
11. Occupation: : Realtor
12. Business Address: : 13875 Riggs Rd
13. Business Phone: : 2103822923
14. Select the following municipal committees you wish to serve on: : Economic Development Corp. Board of Directors
15. Business Email: : stevieseitz1@gmail.com
16. If you currently serve on municipal committees, please list them here: :
17. List any experience, qualifications, or special interests here: : Chairman of Helotes Economic Development Committee which convinced Council to bring the 4B Sales Tax issue before our voters
18. Recognizing that committee work is often demanding on one's time, are you committed to attending regularly scheduled meetings? : Yes
19. How many hours can you serve each month? : As required
20. Electronic Signature : Stephanie Seitz
21. Date: : 12/07/2018