



WORK SESSION AGENDA

The City of Helotes Economic Development Corporation (HEDC) Board of Directors will meet for a Work Session on Wednesday, October 19, 2022 at 6:00 p.m. in the EDC Office, 12682 FM 1560, Suite 105, Helotes, Texas 78023. This is an open meeting, subject to the open meeting laws of the State of Texas.

1. Call to order.

WORK SESSION:

2. Work Session of the City of Helotes Economic Development Corporation to review and discuss the following
 - i. FYE 2022 Strategic Work Plan
 - ii. Incentive Policies & Procedures to include the following:
 - Community Arts Grant;
 - E-Commerce Accelerator Grant;
 - Tenant Improvement Grant; and
 - Targeted Business Incentive.

Adjourn.

The EDC Board of Directors reserves the right to adjourn into Closed Session at any time during the course of this meeting to discuss any of the exceptions to the requirement that a meeting be open to the public, in accordance with Texas Government Code, Chapter 551 *Open Meetings*, Subchapter D *Exceptions to Requirement that Meetings be Open*. No action may be taken in Closed Session.

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

I certify that this Agenda was posted on October 14, 2022 at 5:00 p.m.

A handwritten signature in black ink, appearing to read "Glenn Goolsby", is written over a white rectangular box. A horizontal line extends from the right side of the box across the page.

Glenn Goolsby
Executive Director

City of Helotes
Economic Development Corporation
FYE 2023 STRATEGIC WORK PLAN

ADMINISTERED BY:



BOARD OF DIRECTORS

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

TECHNICAL SUPPORT

Glenn Goolsby, Interim Executive Director

Approved by the HEDC Board of Directors on July 20, 2022
Approved by the City Council on August 11, 2022

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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 9,500 Helotes citizens.

GOAL 1 | ASSESS AND IMPLEMENT A TARGETED DEVELOPMENT PROGRAM long-term term goal (2022 – 2027)

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.
 - Work with third-party to implement a survey
 - 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, mixed-use concepts, or other uses as identified from the public survey.

PROJECTS

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

GOAL 2 | BUSINESS IMPROVEMENT

short-term term goal (2022 – 2025)

PRIORITY ONE:

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

PROJECTS

- 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.
- Continue funding a digital marketing grant to assist small businesses develop or improve their digital presence / website.
- Continue funding for the Helotes Area Chamber of Commerce local gift card give back program.
- Continue funding for the Google 360 Virtual Tour Program.

**GOAL 3 | IMPLEMENT AND ENHANCE ECONOMIC DEVELOPMENT MARKETING
short-term goal (2022 – 2025)****PRIORITY ONE:**

Enhance external communication of development opportunities in Helotes.

PROJECTS

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

PRIORITY THREE:

Brand and promote Helotes as a tourism destination.

PROJECTS

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

GOAL 4 | ADVANCE LOCAL EDUCATION AND WORKFORCE DEVELOPMENT

short-term goal (2022 – 2025)

PRIORITY ONE:

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

PROJECTS

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

GOAL 5 | EVALUATE AND DEVELOP A VISITOR CENTER
long-term goal (2022 – 2027)**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
Community Arts Grant Program
Guidelines and Application Form

Fiscal Year Ending 2022 Grant Cycle



ADMINISTERED BY:
The City of Helotes
Economic Development Corporation
12682 FM 1560 W, Suite 105
Helotes, Texas 78023
(210) 695-5910 (direct)

BACKGROUND

The Community Arts Grant Program is funded by the City of Helotes Economic Development Corporation and managed by the Community Arts Grant Committee. The Community Arts Grant Program provides funding to Helotes-based arts and cultural organizations as well as individual artists of public art displays.

This document outlines the requirements to be eligible to apply for a grant. The application can be found at www.helotesedc.com/communityartsgrant.

Applications will be accepted on a first-come, first-served basis until funding is exhausted or no later than July 29, 2022.

Official notification of grant status (approved or declined) will be sent out by early September 2022.

Grant funds are to be expended for activities occurring between October 1, 2021 and September 30, 2022. A final project or organizational report must be submitted to the Community Arts Grant Committee within ninety (90) days of the project completion date or by September 30, 2022, whichever date is earlier. The post-project report must delineate expenditure of funds and describe the success and challenges of the project or, in the case of general operating support, for activities occurring between October 1, 2021 and September 30, 2022.

Whenever possible, organizations receiving a Community Arts Grant are expected to acknowledge this support in programs, press releases, and advertisements with the following language: “The Helotes Economic Development Corporation provided grants funds for this project.”

ELIGIBILITY & PRIORITIES

Helotes Arts welcomes proposals addressing a broad range of initiatives and opportunities to serve the Helotes community:

❖ Mural Arts Grants (up to \$1,000)

- Non-profit, tax-exempt organizations must be a registered 501(c)(3) non-profit
- Individual Artist Projects
- Projects must be clearly visibly/accessible to the public
- Applicant must show examples of previous work

❖ Small Arts Grants (up to \$2,500)

- Non-profit, tax-exempt organizations must be a registered 501(c)(3) non-profit
- Individual Artist Projects
- Projects must be clearly visibly/accessible to the public
- Applicant must show examples of previous work

❖ Major Arts Grants (over \$2,500)

- Non-profit, tax-exempt organizations must be a registered 501(c)(3) non-profit
- Individual Artist Projects
- Project must be located on City owned property
- Applicants must show examples of previous work.

Helotes Arts will not consider requests for:

- For-profit entities not sponsored by a non-profit organization;
- Projects outside of the City of Helotes;
- Projects on private single-family residences/property;
- Multi-year commitments;
- Building projects, construction, or renovation;

FUNDING CRITERIA

The number of public art projects awarded funding is dependent on the funds available and the number of applicants submitting each year. Because of limited available funds it is rare to receive all of the requested public funding. Applicants/artists may be funded one time only between October 1, 2021 and September 30, 2022. (note: to achieve diversity in artists and styles, artists may only receive approval and/or funding once every two years.)

Matching Funds

Individual artist applicants are not required to provide a 1:1 match (cash, volunteer time and in-kind contributions: grant amount requested). Business/organization applicants are required to provide a 1:1 match with the amount of requested funding.

1. Funds will be awarded based on the Community Arts Grant Committee's evaluation of the eligible proposal using review criteria described below.
2. Eligible expenses may include artist fees, assistant fees, supplies and materials, rental equipment, liability insurance, space rental, transportation, installation costs and promotional materials related to a dedication event.
3. Items not eligible for funding through this program include operating costs for organizations; purchase of equipment; and administrative costs of sponsoring organization unrelated to the project.

REVIEW CRITERIA

- Concept, scale and execution:** original concept and excellence in execution; scale is appropriate to the building and wall on which it will be painted/attached (* we highly encourage applicants to use images and compositions that will bring innovation to our Community Arts Program collection.)
- Context, design:** creatively responds to site and neighborhood; demonstrates ethical use of references to specific cultural origins; design clearly depicts ideas expressed in project description
- Support:** written evidence of support from property owner, building and business owner(s), neighborhood association or adjacent neighbors.
- Feasibility:** ability to complete the proposed project, a realistic budget, agreement between property owner and artist regarding responsibility for wall preparation for painting, and use of acceptable graffiti/UV coating, as needed.
- For community partner projects:** images associated with concepts mean the same for artist and community (i.e., shared meaning beyond individual perspective and experience).

PROJECT BUDGET

As part of the application you must submit a budget and indicate donated time and materials and cash expenditures. Adding those two items together will equal your total project expenses.

How to Pay an Artist:

Artists may either ask for a flat fee or charge by the square foot (sf) which typically includes labor, supplies and materials. This artist fee is dependent on several factors:

1. Experience. An emerging artist and an established artist demand different fee structures
2. Scope of work. Consider the physical size of the project and/or special skills artist is employing (e.g., mosaic work)
3. Other demands. Activities like leading workshops or participating in community engagement events associated with project require additional time from the artist.

REQUIRED APPLICATION MATERIALS

- Letter of intention (required for the community-related projects)
- Completed on-line application. If there is trouble accessing a personal computer, please contact CAGC to use a computer to submit online application.
- Digital images:
 - o One color image of proposed concept
 - o One color image of the overall area the project will be located
 - o Up to 6 images of past work from each artist contributing to the project design and an image list that includes location, budget, year completed, and description of artist's role (e.g., lead, collaborator, assistant) OR a link to websites/social media accounts that feature artworks
- Résumé or bio for each artist involved in the design of the project.
- If attaching panels to a wall, a materials list, drawing and attachment plan must be submitted.
- Letter from property owner that states commitment to sign the Art Easement Form.
- Letter(s) of support from community partners.

AFTER FUNDING APPROVAL

The following requirements apply to all applicants whose project is approved through this program:

1. If the approved project is located in neighborhood zoned as residential, the applicant will be required to notify nearby residents with plans/images of proposed project as provided by CAGC.
2. The applicant must have liability insurance for the duration of the project and provide a Certificate of Insurance at the time a contract is issued that lists the City of Helotes, the Helotes Economic Development Corporation and CAGC and their officers, agents and employees as additional insureds. Contact CAGC for available resources for insurance.
3. CAGC issues a Personal Services Contract outlining the terms of the project and the payment schedule. Once CAGC receives the signed agreement, processing of payments begins. The awarded amount of funding is typically divided into two or three payments. The final payment is made following receipt of the final report and documentation.
4. The project must begin within one year of being awarded funding. If the project is unable to meet that deadline, approval will be rescinded and another application must be submitted for approval.
5. As part of the contract, the artist agrees to waiver of any rights covered in the federal Visual Artist Rights Act that would interfere with the performance of all rights under the Art Easement agreement. For more information on VARA, go to HelotesEDC.com/public-arts-program
6. CAGC sends the Art Easement to the property owner with instructions.
7. Applicant notifies CAGC public art staff of completion of the project.
8. Applicant acknowledges CAGC support on the project and in all printed materials related to the project. CAGC will work with the artist to provide appropriate acknowledgement.
9. Applicant submits a final report within 45 days of completion of the project summarizing the completed project and detailing the use of Community Arts Grant funds. Copies of invoices, receipts and checks are required documentation for the final report.

APPLICATION FORM

Project Name	
Name of Organization	
Mailing Address	
Contact Name	
Contact Title	
Contact Email	
Contact Phone	

CHECKLIST:

- Completed Application
- Project Budget
- Current IRS letter identifying 501(c)3 status or evidence that the applicant is an agency/department of local government.
- Board of Directors/Trustees Roster for current fiscal year.
- Supplemental materials (letters of commitment from partner organizations, schools or promotional brochures, etc.)
- Signed MOU or letter of agreement between applicant organization and fiscal agent (if applicable), specifying the fiscal responsibilities of both parties.

Project Information	
Total Project Cost:	
Grant Funds Requested:	
Project Date(s):	
Project Location:	
Brief Project Description: (limit to space provided below)	

Only an authorized representative of the organization may submit an application. The undersigned representative must be duly approved by the governing board to act on its behalf.

Name (typed/printed) _____

Title _____

Signature _____

Date _____

**** The above must be submitted by 11:59 pm local time on Friday, July 29th, 2022
(Applications received after this time will not be considered)**



***HELOTES E-COMMERCE ACCELERATOR
INCENTIVE PROGRAM Guidelines
and Application Form***
Fiscal Year Ending 2022 Grant Cycle

ADMINISTERED BY:
The City of Helotes
Economic Development Corporation
12682 FM 1560, Suite 105
Helotes, Texas 78023
(210) 695-5910 (direct)

CITY OF HELOTES EDC

E-COMMERCE ACCELERATOR INCENTIVE PROGRAM

PROGRAM OBJECTIVES

The goal of this program is to encourage small businesses within the City of Helotes to diversify by establishing and promoting e-commerce sales to complement their brick-and-mortar storefront for the retail and service industry. E-commerce has become increasingly important for businesses in the past decade and the COVID19 pandemic has magnified its significance in business models. Consumer behavior continues to change rapidly. Growing E-commerce businesses during this crisis will result in stronger Helotes businesses post-COVID19.

HEDC is committing \$75,000 to this marketing program that provides a maximum \$5,000 matching grant per business to reimburse up to 75% of total project cost to establish, operate, and promote e-commerce for their business. Applications will be considered on a first-come, first-served basis and are subject to availability of funds. This grant program is available to retail and services businesses who have a brick-and-mortar facility within the Helotes city limits. Once awarded each business (and their service providers) will begin e-commerce improvements and report monthly progress and monthly statistics to HEDC for six full months.

GRANT DETAILS

Eligible expenses for funding include but are not limited to:

- Preparation:
 - Website creation (must include E-commerce capabilities)
 - E-commerce platform set-up and annual subscription fee (shopping carts, online security tools, membership, etc.)
 - POS system upgrades necessary to integrate with e-commerce platforms
 - Contactless Payment
 - Online Reservations
 - Social Accounts Established
- Promotion:
 - Advertising efforts, including social media promotional & digital advertising campaigns (Google Ads, social media boosts, etc.)
 - Search Engine Optimization

GRANT AMOUNTS AND USE

Grants will be made on a first-come, first-served basis with a maximum grant amount of up to \$5,000 or 75% of total project cost, whichever is less. The Grant recipients must contribute a minimum of 25% of total project cost. Grant funds are to be used to cover approved costs as determined by the Helotes Economic Development staff and board, and are subject to the eligibility requirements (below).

Grantees will qualify under one of two Levels:

1. **LAUNCH E-commerce:** Online presence established and E-commerce sales begin. Promotional efforts begin. Expense ratio up to 75% Preparation & 25% Promotion.
2. **AMPLIFY E-commerce:** E-commerce enhanced & promotions increased. Expense ratio up to 25% Preparation & 75% Promotion.

ELIGIBILITY

Eligibility for grant consideration SHALL minimally include the following:

- a. Business holds a current Certificate of Occupancy and is located within the corporate limits of the City of Helotes;
- b. Businesses must be for-profit;
- c. Business must operate at least one storefront location within the Helotes city limit. Excludes: temporary locations, farmer's market vendors, consignment vendors, etc.;
- d. All of E-commerce transactions for the Helotes business location must be fulfilled in Helotes;
- e. Businesses must be in good standing with the City of Helotes with respect to taxes, fees, or other financial obligations, and is in compliance with all applicable zoning, land use, and other ordinances;
- f. Business owner must provide a no litigation certificate.
- g. Small businesses shall be defined by the HEDC and may be based upon the following, non-exclusive list of factors:
 - 1) Annual gross revenue of not more than \$4 million;
 - 2) Must have 40 or fewer FTE (full time equivalent) employees; and
 - 3) Number of business locations.

OTHER PROGRAM GUIDELINES

Businesses that have an existing website must enhance the website to accept online payments and offer on line shopping (catalog or cart) as noted above in Grant Details Preparation. The grant can be used for other clearly identified enhancements to increase traffic and commerce to the business as determined by DDA staff.

- Where the applicant has no presently existing website, a new website must be established as part of the e-commerce grant.
- Eligible reimbursement expenses exclude sale fees/commissions charged for applicant's online sales transactions.

ACCEPTABLE PROVIDERS

Below is a list of preferred providers, feel free to select the one that best meets your needs. These Firms have agreed to provide services at a reduced upfront cost to program participants. The HEDC neither endorses, guarantees, nor warrants the services of these independent contractors, the services of which are made available "as is" "where is".

- ESD and Associates;
- SA Flavor; and
- Internet Direct.

Should Applicant wish to secure the services of another qualified firm or entity not listed herein, Applicant must provide the following:

- A minimum of two independent quotes must be provided for Launch E-commerce development activities. Amplify E-commerce activities require at least one quote and should clearly state the cost of service being requested. Quotes should be valid for at least 3 months.
- Quotes must be on formal letter headed paper and the supplier/provider must be based in Bexar County; if you are unable to use a supplier/provider in the County, reasons for this must be stated on the application form. Quotes for capital equipment can be a screenshot but the supplier details and product description and cost must be clearly stated.

APPLICATION & REPORTING PROCESS

Application

1. Early Application submission is encouraged as proposals will be evaluated as received and early grant awards are likely.
2. Applicant will access and download the application from www.helotesedc.com/e-commerce
3. Applicant will prepare a proposal that includes a Scope of Work with itemized project details and marketing plans, provider/consultant contact info, timelines, and budget line item details such as one-time expenses and reoccurring expenses. For example, if applicant's proposed project includes website design, e-commerce subscription, and ad placement services from the same consultant then itemized details will be needed for the proposal and monthly reports. The submitted Scope of Work should be specific enough for the HEDC to evaluate whether the proposed services are eligible under program guidelines.
4. Applicant will include Baseline Statistics: current number of Website Visits, Website Bounce Rates, Website Length of Visits, Page Reports (Facebook, Instagram Business, etc.), Number of E-commerce sales/transactions, Value of E-commerce sales/transactions, etc.
5. Applicant should complete, sign, and submit the grant application (including itemized projects, chosen provider(s), budget, and timelines via the website)
6. HEDC staff will email notification to the applicant acknowledging receipt of their application.
7. Applications will be reviewed on a weekly basis by the HEDC staff.
8. Applicants will be notified of the decision via email. If approved, the email will serve as authority for the applicant to begin work. Website/e-commerce provider completes the Project Preparation as quoted.
9. E-commerce Promotion will begin once Preparation is complete.

Reporting

1. Monthly reports from the business will include completed Preparation, completed Promotion, and Statistics updates, along with paid invoices for reimbursement.
2. HEDC staff will verify project compliance as detailed in the proposal and provide grant reimbursement to the applicant business.
3. To receive the approved grant reimbursement, approved applicant business pays the website/service provider in full and submits an invoice marked paid to HEDC once per month with their monthly update report.
4. After six months HEDC involvement and monitoring will be complete.

FUNDING AVAILABILITY

The Helotes Economic Development Corporation has allocated \$75,000 in Marketing Funds for this program in fiscal year ending September 30, 2021. Should funding for the program be reduced in the future, we reserve the right to discontinue or modify funding for this program.

GRANTEE RESPONSIBILITIES

Participant's application must include a written Scope of Work that includes specific goal(s), cost estimates, and a timeline for completion of each goal. (See Scope of Work worksheet)

Participants must provide grantor performance reports on a monthly basis during the grant period (six months from approval). Reports will include, as a minimum: Baseline Statistics: Website Visits, Website Bounce Rates, Website Length of Visits, Page Reports (Facebook, Instagram Business, etc.), Number of E-commerce sales/transactions, Value of E-commerce sales/transactions, etc. These statistics will be updated in Participants' monthly reports.

Marketing /Promotional/Advertising data must show overall amount spent, with details separated by media, social media platform, other source(s).

Website traffic must show overall visitor counts for identified time blocks (weekly, daily, etc.).

Requirement to Recognize the Helotes EDC on the Site's Home Page

The home page of the Applicant's web site must recognize the Helotes Economic Development Corporation by stating the following: "The Helotes Economic Development Corporation, hyperlinked to <http://www.helotesedc.com> provided grant funds for the development of this website."

HOLD HARMLESS

Applicant shall maintain typical and appropriate comprehensive liability insurance, automobile liability insurance, and workers compensation insurance during any term of this Agreement.

APPLICANT AGREES TO AND SHALL SAVE, INDEMNIFY, AND HOLD HARMLESS HELOTES ECONOMIC DEVELOPMENT CORPORATION AND ITS AGENTS, OFFICERS, EMPLOYEES, CONSULTANTS, SUB-CONSULTANTS AND ASSIGNS (HEDC) FROM AND AGAINST ANY AND ALL LIABILITY, HARM, DAMAGES, INCLUDING PROPERTY DAMAGE AND DEATH, CLAIMS, DEMANDS, OCCURRENCES, INCIDENTS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITY AND THE LIKE ARISING IN ANYWISE FROM THE PERFORMANCE OF THIS AGREEMENT, WHETHER KNOWN OR UNKNOWN, FORESEEABLE OR UNFORESEEABLE, INCLUDING THE CONSEQUENCES OF HEDC'S OWN NEGLIGENCE SO LONG AS SUCH NEGLIGENCE IS NOT A RESULT OF HEDC'S SOLE NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL ACTS

RESERVATION OF SOVEREIGN IMMUNITY

Nothing contained herein shall ever be construed as a waiver or relinquishment of any sovereign or governmental immunities available to HEDC, its agents, officers, and assigns, and including, but not limited to, its appointed officials, the rights to which are specifically reserved herein to the fullest extent authorized by Texas law and minimally to the extent then and there existing

prior to the execution hereof. In reviewing the reservations contained herein, every intendment shall be made by a reviewing court toward granting the broadest and most inclusive immunities unto HEDC and its agents and officers and assigns, as permitted by law.

DEFAULT AND REMEDY

The HEDC reserves the right to suspend or terminate its approval of Applications and/or the Remuneration Agreement for any reason or no reason and with or without notice, including but not limited to, the following:

- a. The business evaluation is deficient;
- b. The Applicant fails to cooperate;
- c. The Applicant / Firm fails to comply with the terms of the Application and/or Remuneration Agreement and/or any applicable municipal, state or federal law, rule, regulation or order;
- d. The Applicant fails to comply with e-commerce program guidelines, as currently existing or as may be amended from time to time;
- e. Applicant provides false information in the e-commerce application and/or documents submitted to HEDC;
- f. The HEDC suspends or terminates funding for the e-commerce program;
- g. Applicant files for bankruptcy or becomes a party to any bankruptcy proceeding;
- h. If the Applicant should Default with respect to any obligation of this Agreement and should fail to cure within sixty (60) days after receipt of written notice of such Default from the HEDC, then the Applicant shall reimburse HEDC, without objection, the entirety of the funds expended and/or provided herein, including reasonable attorney's fees and costs; and/or
- i. Failure by either Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from the other Party. Failure of the Applicant to timely begin attempts to cure a default will give the HEDC the right to terminate this Agreement, as solely and finally determined by the HEDC Board of Directors, using reasonable discretion.

ATTACHMENT A

Insert Application

ATTACHMENT B
REMUNERATION AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 2022 by and between the Helotes Economic Development Corporation (“HEDC”), with offices located at 12682 FM 1560, Suite 105, Helotes, Texas 78023 and, _____, hereinafter referred to as (“Applicant”)

BACKGROUND

Consistent with its statutory authorization and bylaws, the HEDC has created an “E-Commerce Accelerator Incentive Program” to provide funds up to \$5,000 per project to reimburse up to 75% of total cost to establish, operate, and promote e-commerce for businesses located within the corporate city limits of the City of Helotes. Individual projects must meet all eligibility requirements and program guidelines as specified in the program description attached hereto and made a part hereof as “ATTACHMENT A,” Application.

AGREEMENT

The parties hereto, intending to be legally bound hereby, agree as follows:

1. Applicant acknowledges and agrees, subject to full compliance with HEDC E-commerce Accelerator Incentive Program requirements and guidelines, HEDC will reimburse up to 75% of the cost of services for completion of the approved cost, up to a maximum of \$5,000.
2. The Applicant acknowledges and agrees that E-COMMERCE program costs not paid for by the HEDC are the sole responsibility of Applicant.
3. The Applicant defaults by failing to reasonably undertake improvements as required under program guidelines.
4. If the Applicant fails to undertake improvements within the time frame specified under program guidelines, the HEDC will declare the Applicant in default. If a default occurs, the Applicant will be responsible for reimbursing HEDC in full for all costs paid by the HEDC under this Agreement, plus collection costs, attorney fees and court costs if applicable.
5. This Agreement, together with its attachments, 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.
6. This Agreement shall be enforced and construed pursuant to and governed by the law of the State of Texas with exclusive and mandatory venue for any cause of action for the declaration of the rights of the parties, interpretation, application, enforcement, or the like lying in a court of competent jurisdiction in Bexar County, Texas.

7. The signers of this Agreement for the HEDC, Applicant, and Firm 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.

8. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, Dallas, Texas, before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. Notwithstanding the foregoing, any Party may seek immediate equitable relief, without attempting to settle a dispute through mediation, in any case where such Party is entitled to equitable relief by law, the terms of the Agreement, or otherwise. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution (“ADR”) shall be assessed equally between the HEDC, Applicant and Firm with each party bearing their own costs for attorney’s fees, experts, and other costs of ADR and any ensuing litigation.

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

10. EMPLOYMENT OF UNDOCUMENTED WORKERS

During the term of this Agreement, the Firm agrees to not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), the Firm shall be in Default and repay the amount of any funds received by the Firm from the HEDC as of the date of such violation within one hundred twenty (120) days after the date the Firm is notified by the HEDC of such violation, plus interest at the rate of six percent (6.00%) compounded annually from the date of the violation until paid in full. The Firm is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of the Firm or by a person with whom the Firm contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Firm enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION

By: _____
Blaine Lopez, HEDC President

ATTEST:

By: _____
Glenn Goolsby, Interim Executive Director

APPLICANT:

By: _____

ATTACHMENT C

**CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION
PROFESSIONAL SERVICE AGREEMENT
FOR
E-COMMERCE ACCELERATOR INCENTIVE PROGRAM**

This Agreement is entered into on this _____ day of _____, _____ by and between the City of Helotes Economic Development Corporation, a non-profit Development Corporation (the "HEDC"), and _____, (the "Firm"), both of which may be referred to herein collectively as (the "Parties.")

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. EMPLOYEMENT OF FIRM

1.1 The HEDC retains the Firm to provide the services described in "Exhibit A – Scope of Work," which is incorporated into this Agreement by reference (the "Package"). The Firm shall perform the Service according to the terms and conditions of this Agreement.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on July 1, 2021 and terminate on September 31, 2021. The HEDC, upon mutual agreement by both parties may extend or renew the contract for one (1) year.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, HEDC retains the right to terminate this Agreement at the expiration of each of HEDC's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICE

3.1 In consideration of the compensation stated in paragraph 4.1 herein below, the Firm agrees to provide professional services specifically described in paragraph 3.2 below. Such services may generally be described as follows:

Services designed to establish, operate, and promote e-commerce web development for the Applicant business that will encourage new and repeat business. Such services will include the necessary evaluation, design, and related services or hardware required for the development or promotion of e-commerce.

3.2 The Firm shall complete, subject to the approval of the Executive Director, the following deliverables:

EXHIBIT A

INSERT FIRM'S SCOPE OF WORK

Firm shall be complete and shall comply with all applicable state, local, and federal standards for services referenced herein and within the E-COMMERCE Program Guidelines.

The Firm shall exercise a degree of care and diligence in the performance of all services under this Agreement, and such performance shall be in accordance with prevailing professional standards generally agreed upon by similarly situated Firms providing similar or like professional services in San Antonio, Texas and in the surrounding Bexar County area, skilled in design for projects of similar scope, All services shall be performed as expeditiously as is consistent with said standards and the orderly progress of the Project.

The HEDC shall have the right to terminate this Agreement, in accordance with Article VII, in whole or in part, should the Firm's work not be satisfactory to the HEDC. HEDC may withhold payment for any unsatisfactory work, as stated herein.

IV. COMPENSATION TO FIRM

- 4.1 In consideration of the Firm's performance in a satisfactory and efficient manner, all services and activities set forth in this Agreement, the HEDC agrees to pay the Firm a lump sum fee not to exceed \$5,000 per approved business or not more than 75% of total project costs after project completion. Firm shall be reimbursed for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses related to Exhibit A or those expenses approved by Executive Director.
- 4.2 No additional fees or expenses of the Firm shall be charged to the HEDC by the Firm nor be payable by the HEDC. Any amount above \$5,000 per business will be the responsibility of the Firm or business.

V. OWNERSHIP OF SOURCE FILES

- 5.1 Any and all writings, documents, information, and/or source files in whatsoever form and character produced by the Firm, pursuant to the provisions of this Agreement, shall be the exclusive property of the business, and no such writings, documents, information, or source files shall be subject to any copyright, trade marking, or proprietary claim by the Firm.

VI. (RESERVED)

VII. TERMINATION

- 7.1 This Agreement may be terminated for convenience by HEDC Board of Directors or Firm upon sixty (60) calendar day's written notice.
- 7.2 Upon the effective date of the expiration or upon termination of this Agreement, Firm shall cease all operations of work being performed for the HEDC or business pursuant to this Agreement.
- 7.3 This Agreement shall be effective upon notice by HEDC to Firm that sufficient funds have been appropriated by the HEDC to meet HEDC's obligations under this Agreement during any fiscal year.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice, or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt

acknowledged); three (3) days after depositing the same in the U.S. Mail, First Class, with proper postage prepaid; upon receipt if sending the same by Certified Mail, return receipt requested; or upon receipt when sent by a commercial courier service (such as UPS or Federal Express) for expedited delivery, to be confirmed in writing by such courier, at the addresses set forth below or to such other addresses as either party may from time to time designate in writing.

If intended for HEDC: City of Helotes Economic Development Corp.
P.O. Box 507
12682 FM 1560, Suite 105
Helotes, Texas 78023

If intended for Firm: _____

IX. EMPLOYMENT OF UNDOCUMENTED WORKERS

During the term of this Agreement, the Firm agrees to not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), the Firm shall be in Default and repay the amount of any funds received by the Firm from the HEDC as of the date of such violation within one hundred twenty (120) days after the date the Firm is notified by the HEDC of such violation, plus interest at the rate of six percent (6.00%) compounded annually from the date of the violation until paid in full. The Firm is not liable for an unknown violation of this Section by a subsidiary, affiliate, or franchisee of the Firm or by a person with whom the Firm contracts provided however that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Firm enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

X. INSURANCE

10.1 Firm shall procure and maintain in effect, so long as this Agreement is in effect, vehicular, and professional 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 \$100,000 for each occurrence for vehicular liability insurance; and insurance for professional liability in an amount not less than \$250,000 for each occurrence and in the aggregate. The signed and executed Insurance Certificate(s) shall be attached as Exhibit B. All policies shall be endorsed with blanket waivers of subrogation and shall name HEDC and its agents, officers and employees as additional insured's.

XI. WARRANTY, INDEMNIFICATION, & RELEASE

11.1 FIRM SHALL, AT ALL TIMES, INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION, HEDC BOARD OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS OF THE CITY OF HELOTES ECONOMIC DEVELOPMENT CORPORATION FROM AND AGAINST ALL LIABILITY AND EXPENSE, INCLUDING DEFENSE COSTS AND LEGAL FEES, ARISING FROM AND CONNECTED WITH CLAIMS AND LAWSUITS FOR DAMAGES RELATING TO FIRMS OPERATIONS OR ITS SERVICES, WHICH

RESULT FROM BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE UNDER THIS AGREEMENT.

11.2 IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE HEDC SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE HEDC AND ITS AGENTS OFFICERS AND ASSIGNS PERMITTED BY LAW.

XII. ASSIGNMENT AND SUBCONTRACTING

Neither party may assign its rights, privileges or obligations under this Agreement, in whole or in part, without the written consent of the other party which may be refused for any purpose. Any attempt to assign without such approval shall be void and be cause for termination herein.

XIII. INDEPENDENT CONTRACTOR

The Firm covenants and agrees that he, she, or it is an independent contractor and not an officer, agent, servant, or employee of the HEDC. The Firm shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same, and the Firm shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and Firms. The Doctrine of Respondent Superior shall not apply between the HEDC and the Firm, the Firm's officers, agents, employees, contractors, subcontractors, and Firms, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners, or joint ventures between the HEDC and the Firm. The parties hereto understand and agree that the HEDC shall not be liable for any claim which may be asserted by any third party occurring in connection with the services to be performed by the Firm under this Agreement and that the Firm has no authority to bind the HEDC and or its agents, officers and assigns.

XIV. AMENDMENTS

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 Firm and the HEDC, and subject to approval by the HEDC Board of Directors by Resolution.

XV. SEVERABILITY

If any term(s) of this Agreement is held invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction under present or future federal, state, or local laws, including, but not limited to, the City Code of ordinances of the City of Helotes, Texas, 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.

XVI. LICENSES / CERTIFICATIONS

The Firm warrants and certifies that the Firm and any other entity designated to provide services

hereunder has the requisite training, license, and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein and shall save, defend, and hold harmless HEDC and its agents, officers & assigns from any fine, penalty, or civil or criminal charge resulting from Firm's failure to comply with the requirements of this paragraph.

XVII. COMPLIANCE

The Firm shall provide and perform all services required under this Agreement in compliance with all applicable federal, state, and local laws, rules, and regulations and shall have a continuing duty to monitor its compliance therewith.

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants, or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant, or guarantee herein contained. Further, any failure of either Party to insist, in any one or more cases, upon the strict performance of any of the covenants of this Agreement or to exercise any option herein contained shall in no way be construed as a waiver or relinquishment for the future of such a term, condition, covenant, guarantee, or option. In fact, no waiver, change, modification, or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged. In the case of the HEDC, such changes must be approved by the HEDC, as described in Article XIV. No act or omission by any Party shall, in any manner, impair or prejudice any right, power, privilege, or remedy available to that Party hereunder by law or in equity. Such rights, powers, privileges, or remedies shall always be specifically preserved hereby.

XIX. LAW APPLICABLE

This Agreement shall be construed under and in accordance with the laws of the State of Texas and any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in Bexar County, Texas. Nothing contained herein shall ever be construed as a waiver of sovereign or governmental immunity available to the HEDC or the defenses of the Parties as provided by other law the rights to which are expressly reserved herein and minimally to the extent then and there existing prior to the execution hereof. Nothing contained herein shall ever be construed as creating any rights, obligations, or duties in any third party or parties not specifically named herein or a signatory hereto, including but not limited to any current or future participants in the E-COMMERCE program.

XX. LEGAL AUTHORITY

The signer of this Agreement for the Firm represents, warrants, assures, and guarantees that he has the full legal authority to execute this Agreement on behalf of the Firm and to bind the Firm to all of the terms, conditions, provisions, and obligations herein contained.

XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefits of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein. The Parties have been afforded prior to the execution hereof, an opportunity to have the Agreement reviewed by legal counsel of their choice.

The document represents an arm's length Agreement and the usual rules of construction either for or against the drafter herein shall not apply in any interpretation hereof.

XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below are attached hereto, and are incorporated herein for all purposes.

1. Exhibit A – Scope of Work
2. Exhibit B – Certificates of Insurance
3. Exhibit C – E-COMMERCE Program Guidelines and Application

In the event of a conflict between this Agreement and Exhibits A, B, and/or C, the provisions of this Agreement shall govern.

XIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing Resolution 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. 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 be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV.

XV. CERTAIN RULES OF CONSTRUCTION

For purposes of this Agreement and unless the context requires otherwise: (a) the singular includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders; (b) "shall" and "will" have equal force and effect; (c) the words "include," "including," or "includes" shall be read to be followed by the words "without limitation" or words having similar import; (d) the word "or" will have the inclusive meaning represented by the phrase "and/or"; and (e) unless otherwise specified, time periods within or following which any payment is to be made or action is to be taken or done shall be calculated by excluding the day on which the time period commences but including the day on which the time period ends and by extending the time period to the next Business Day following if the last day of the time period is not a Business Day.

EXECUTED and AGREED to as of the dates shown below:

CITY:
City of Helotes Economic Development Corporation

FIRM:

HEDC Executive Director

Date: _____

Owner/Authorized Agent

Date: _____

HEDC Assistant Director

Date: _____

CITY OF HELOTES

*Retailer and Commercial
Tenant Improvement Program
Guidelines and Application Form*

Fiscal Year Ending 2022 Grant Cycle



ADMINISTERED BY:
The City of Helotes
Economic Development Corporation
12682 FM 1560 W, Suite 105
Helotes, Texas 78023
(210) 695-5910 (direct)

CITY OF HELOTES
Retailer and Commercial Tenant Improvement Program

Program Overview

The City of Helotes Economic Development Corporation (HEDC), in its continuing effort to support the development and redevelopment of the community, has created a Retailer and Commercial Tenant Improvement Program for business owners and building owners within the corporate City limits of Helotes.

The HEDC is committed to helping grow the retail and commercial businesses within the City of Helotes. This program recognizes the importance of incentives to provide certain funds to eligible business tenants to defray a portion of the costs incurred in starting new and expanding existing businesses.

This is a reimbursement grant program. The HEDC acquires no ownership, control, or property interest otherwise in the design, construction, and final product of the improvements.

Program Intent

1. To attract new businesses that provide needed/desired services or products within Helotes to address demand of residents, employees, and visitors, as well as increase foot traffic and create a viable commercial core.
2. To stimulate private investment in retail and office developments, or expansion.
3. To reduce the number of vacant storefronts throughout Helotes.
4. To contribute to the overall value of Helotes by encouraging diversified developments.

Grantee Eligibility

To secure a compelling mix of businesses, the HEDC has identified certain business/tenant types that are eligible for this program to include retail, restaurant, office, and craft niche businesses. In order to protect the public investment, any business tenant interested in applying must have a lease agreement of three (3) or more years at the property where improvements will be made. The following table identifies the types of businesses that were identified as desired uses.

Eligible Business Types	Non-Eligible Business Types
Restaurants and Bars	Automotive Oriented Businesses
Retail (Apparel, Footwear, Home Furnishings, Electronics, Sporting Goods, Crafting, etc.)	Personal Services (Nail or Beauty Salon, Massage)
Office (Single or Multi-Tenant Professional Offices)	Dollar or Thrift Stores
Hotel	
Specialty/Gourmet Grocery	

The HEDC retains discretion to consider stores that fall outside the above-mentioned business types, but serve to fill a limited or underserved sector.

Eligible Improvements

The following improvements are eligible to receive funding through the Program. An individual undertaking an improvement project that includes a portion of the eligible improvements below may apply for a matching grant, but only the improvements identified below will be eligible for funding:

Retailer and Commercial Tenant Improvement Program

Structural walls, subfloor, or ceiling	Attached fixtures	Roofing (arising from structural or integrity concerns)
Exterior door/window replacement	Mechanical equipment	Security or fire protection systems
Exterior painting	Electrical or plumbing repair, installation, or upgrade	Interior cabinetry or woodwork
Exterior brick veneers or treatments	Signage (new, repair or replacement)	Interior drywall or feature walls
Interior/exterior demolition	Original exterior architectural feature repair or replacement	Improvements for ADA accessibility compliance

Ineligible Projects

The Program will not provide funds for any construction, service, or activity not explicitly identified under Eligible Improvements above.

Funding Details

- Grants for new businesses will not exceed \$20,000 or \$25.00 per square foot.
- Grants for existing businesses will not exceed \$10,000 or \$15.00 per square foot.
- Grants may cover up to 50% of the total cost of eligible improvements.
- Applicants who apply for funding after commencing improvements are ineligible.
- Grant recipients may re-file a subsequent grant application with the HEDC no sooner than five (5) years from the original grant approval date.

Evaluation Process

- Applications for grant funding will be accepted on a first-come, first-serve basis. Only completed applications that include all required submittal documents and information will be forwarded to the HEDC Board of Directors for review within thirty (30) business days or the next regularly scheduled meeting.
- In order to receive a Tenant Improvement Grant, an application must be determined to have a minimum of 3 points from the following list. The number of points that an application receives will correspond to the amount of money per square foot that it will be eligible to receive. The HEDC reserves the right to approve or disapprove each application for any reason.

- 3 points = Up to \$10 per square foot
- 4 points = Up to \$15 per square foot
- 5 points = Up to \$20 per square foot
- 6 or more points = Up to \$25 per square foot

	Key Consideration	Points
1.	Does the project target businesses sought by the HEDC? <ul style="list-style-type: none"> • Retail, Restaurant, Bar, Hotel (2 points) • Office (1 point) 	
2.	Building/space that has been vacant for more than 6 months (1 point)	
3.	How many anticipated jobs will be created? <ul style="list-style-type: none"> • 1-5 FTE employees (1 point) • 6-10 FTE employees (2 points) • 11 or more FTE employees (3 points) 	
4.	Does the project generate sales tax in Helotes? <ul style="list-style-type: none"> • Sales tax from \$1,000 to \$4,999 (1 point) • Sales tax from \$5,000 to \$9,999 (2 points) • Sales tax above \$10,000 (3 points) 	
5.	Applications with fully executed lease that are: <ul style="list-style-type: none"> • 3 years in length from the date of application (1 point) • 5 years in length from the date of application (2 points) • Building owner and applicant (2 points) 	
	Total Points (projects with less than 3 points will not be considered for funding.)	

Construction Timeline

Once the grant is awarded, the grantee has six (6) months to begin construction and nine (9) months to complete the project and open for business. If one or both of these criteria are not met, the grantee will be notified in writing that the grant is terminated. Grantee can request an extension if nearing the construction lapse date. One extension may be granted at the discretion of the HEDC staff.

Pre-Construction, Construction, and Reimbursement

- Approved applicants will enter into an agreement with the HEDC; work may begin only after the agreement is fully executed.
- The applicant must obtain all required permits prior to construction.
- The HEDC staff may perform site visits through the construction process to ensure compliance with grant approval.
- Once completed the project must be inspected and approved by the City’s Building Inspector.
- Reimbursement is made only when project is finalized and upon receipt of proof of payment to the HEDC. This should be in the form of an invoice or receipt, which includes the final cost of the project, the work which was done or products purchased, and signed by the contractor or vendor acknowledging that the project was paid for in full.

- Matching grant funds will be released to the applicant within thirty (30) business days from the time of passing inspection and receipt of proof of payment.

Application Components

The applicant must provide the following:

- Completed Scope of Work
 - Narrative description of the project scope
 - Construction schedule
 - Contractor scope of work with cost estimates
 - Renderings and/or architecture plans
 - Photos of current condition
- Project Budget
 - Provide a budget for the project with cost estimates and indicate assumptions for all estimated costs.
- Additional Documents
 - Copy of lease or lease extension
 - Copy of Texas Sales Tax Permit or a Detailed Confidentiality Report from the State Comptroller's Office, if applicable.

Questions

A grant application and submittal requirements are included with this packet. If you have further questions regarding the Program, contact Glenn Goolsby, Economic Development Specialist at:

Glenn Goolsby
City of Helotes
Economic Development Corporation
12682 FM 1560 W, Suite 105(Physical)
P.O. Box 507 (Mailing)
Helotes, TX 78023
Phone: (210) 695-5910
E-mail: ggoalsby@helotes-tx.gov,

CITY OF HELOTES

Retailer and Commercial Tenant Improvement Program Grant Application

Please fill out the application completely and return it to the HEDC with the items listed in the checklist on page 5.

Applicant Information	Name	Phone
	Mailing Address	Fax
	Email	Federal Tax ID#

Property Information	Building Address for which Grant is Sought:	
	Property Legal Description	Phone

Check one:

<input type="checkbox"/>	New business occupying new or existing retail space or redeveloping existing commercial property.
<input type="checkbox"/>	Existing businesses making improvements to their existing space, occupying new space of equal or greater size, or redeveloping commercial property.

Proposed Improvement(s) - Check all that apply

Structural walls, subfloor, or ceiling	Attached fixtures	Roofing (arising from structural or integrity concerns)
Exterior door/window replacement	Mechanical equipment	Security or fire protection systems
Exterior painting	Electrical or plumbing repair, installation, or upgrade	Interior cabinetry or woodwork
Exterior brick veneers or treatments	Signage (new, repair or replacement)	Interior drywall or feature walls
Interior/exterior demolition	Original exterior architectural feature repair or replacement	Improvements for ADA accessibility compliance

Continued on next page.

Retailer and Commercial Tenant Improvement Affidavit

I agree to comply with all standards of the Program, including those requirements set by the HEDC Board of Directors. I understand that this is a voluntary Program, under which the HEDC has the right to approve or deny any project or proposal or portions thereof.

I understand grant funds are on a first-come first-served basis and must meet the minimum eligibility requirements to be considered for funding. I understand the HEDC has the right to deny funding for any reasons.

By accepting grant funds, Applicant authorizes the City and HEDC to promote the project and property including, but not limited to, displaying a sign at the site during and after construction indicating participation in the Program, and using photographs and description of the project and property in the City's and HEDC's printed promotional materials, press releases, and websites.

I understand that I am solely responsible for obtaining the proper permits or variances for my project and the cost associated with the same are not eligible costs.

I certify that the Business is not part to any bankruptcy proceedings or law suits currently pending or contemplated, and Business has not been informed of any potential law suits. If Business is part of any bankruptcy proceedings or law suits, please provide an explanation on a separate sheet of paper.

Applicant(s) Signature _____ Date _____

Building Owner's Signature _____ Date _____
(if different from applicant)