



**AGENDA
REGULAR MEETING
HELOTES CITY COUNCIL
February 27, 2020
7:00 p.m.**

The City of Helotes City Council will meet for a Regular Meeting on Thursday, February 27, 2020 at 7:00 p.m. in the City Hall Council Chambers, 12951 Bandera Road, Helotes, Texas 78023. This is an open meeting, subject to the open meeting laws of the State of Texas.

1. Call to order.
 - Invocation.
 - Pledge of Allegiance.

OPEN SESSION:

2. Citizens to be Heard. *The City Council shall not discuss any presented issue, nor may any action be taken on any issue at this time (Attorney General Opinion JC-0169). The Council 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. Each person may only speak once. No profanity or threats will be tolerated.*

CONSENT AGENDA (ITEM NOS. 3 - 5):

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

3. Approval of the minutes of the Regular Meeting dated February 13, 2020. (Staff)
4. Approval of a Resolution authorizing the City of Helotes to participate in the Texas Comptroller of Public Accounts Cooperative Purchasing Program. (Staff)
5. Approval of a Resolution authorizing the City of Helotes to participate in an Interlocal Participation Agreement for the Goodbuy Purchasing Cooperative and authorizing the Mayor to execute said Agreement for such purpose. (Staff)

NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

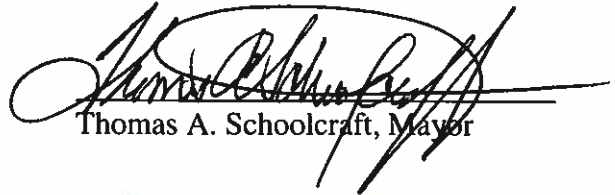
The City of Helotes City Hall is wheelchair accessible, and accessible parking spaces are available. In compliance with the Americans with Disabilities Act, the City of Helotes will provide reasonable accommodations for persons attending the meeting. To better serve you, requests should be received forty-eight (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:

6. Discussion of and action on a request by Cross Development SF San Antonio Bandera, LLC for a variance to Municipal Code of Ordinances Chapter 94 *Vegetation* requiring parking lot shading and street tree planting prior to the issuance of a building permit for Service First Automotive Center located at 12596 Bandera Road, Helotes, Texas 78023, more particularly described as BCAD Prop. ID No. 1273906. (Applicant)

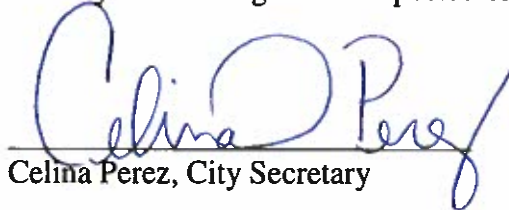
Adjourn meeting.

The City Council 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.



Thomas A. Schoolcraft, Mayor

I certify that this Agenda was posted on February 24, 2020 at 12:00 a.m. p.m.



Celina Perez, City Secretary

MINUTES
REGULAR MEETING
HELOTES CITY COUNCIL

The City of Helotes City Council met for a regular meeting Thursday, February 13, 2020 at 7:00 p.m. in the City Hall Council Chamber, 12951 Bandera Road, Helotes, Texas. This was an open meeting, subject to the open meeting laws of the State of Texas.

Present: Thomas A. Schoolcraft, Mayor
Alex Blue, Mayor Pro Tem
Alan Holmes
Bert Buys
Cynthia Massey
Paul Friedrichs

Staff Present: Marian Mendoza, City Administrator
Celina Perez, City Secretary

1. Call to Order.

Mayor Schoolcraft called the meeting to order at 7:00 p.m. and welcomed Boy Scouts from Troop 945. Mayor Pro Tem Blue led the invocation. Mayor Schoolcraft led the pledge to the U.S. flag and the Texas flag.

OPEN SESSION:

2. Citizens to be Heard.

No one signed up to speak on this item.

CONSENT AGENDA (ITEM NOS. 3 - 7): All items marked with an asterisk (**) on the consent agenda were voted on by one motion. Motion was made by Council Member Buys, second by Council Member Holmes, to approve items 3 through 7 on the consent agenda. Motion to approve carried unanimously.

- 3.** Approval of the minutes of the Regular Meeting dated January 23, 2020. (Staff)**
- 4.** Approval of the Fiscal Year Ending (FYE) 2020 City of Helotes Revenue and Expense and Balance Sheet Reports dated February 5, 2020. (Staff)**
- 5.** Approval of the Quarterly Investment Reports for the City of Helotes and the City of Helotes Economic Development Corporation (EDC) for the quarter ending December 2019. (Staff)**
- 6.** Approval of a Resolution of the City Council of the City of Helotes, Texas authorizing the closure of portions of Old Bandera, Bandera (S.H. 16), Leslie, Signal Hill and Rainbow Ridge Roads during certain hours for the 54th Annual Helotes**

Cornyval Parade; approving a route for the Cornyval Parade to commence on Leslie Road and travel North on the Southbound lanes of S.H. 16 and merge on to Old Bandera Road at the South end of Old Bandera Road; establishing the Parade disbanding area along Antonio Drive and at the Church of Jesus Christ of Latter-Day Saints located at 13153 Antonio Drive, Helotes, Texas 78023; and approving notification to the State of Texas, acting by and through TxDOT, of the Parade and street closures. (Staff)

- 7.** Approval of a Resolution of the City Council of the City of Helotes, Texas approving the submission of a Justice Assistance Grant Application to the Office of the Governor – Criminal Justice Division for the City of Helotes Police Department Evidence Room Project; repealing Resolution No. 19-003; authorizing the Mayor to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; providing for severability; and adopting an effective date. (Staff)**

ITEMS FOR INDIVIDUAL CONSIDERATION:

- 8. Discussion of and action on a request by Harvest Real Estate for approval of a wall sign, pursuant to Municipal Code of Ordinances Chapter 98 Zoning, Section 98-72 Old Town Helotes Special District, Subparagraph (g)(6)(b)(2) Commercial Signs – Projecting, Wall, Hanging, or In/On Windows, located at 14743 Old Bandera Road, Suite 11-101, Helotes, Texas 78023, more particularly described as BCAD Prop. ID No. 1154308. (Applicant)**

(Note: On February 4, 2020 the Planning & Zoning Commission recommended approval of the wall sign for Harvest Real Estate.)

Motion was made by Council Member Holmes, second by Council Member Friedrichs, to discuss and act on this item as written.

Motion to approve the item as written carried unanimously.

Before adjourning, Mayor Schoolcraft welcomed Marian Mendoza as the new City Administrator.

Adjourn

With no more business to come before Council, Mayor Schoolcraft adjourned the meeting at 7:07 p.m.

ATTEST:

Thomas A. Schoolcraft, Mayor

Celina Perez, City Secretary

**CITY OF HELOTES
CITY COUNCIL
AGENDA ITEM REQUEST FORM**

DATE: February 27, 2020

AGENDA PLACEMENT:

- CONSENT**
- INDIVIDUAL**
- PRESENTATION**
- CLOSED**

CAPTION:

Discussion of and action of a Resolution approving the City of Helotes to participate in the Texas Comptroller Public Accounts Cooperative Purchasing Program (TCPA) and the Texas SmartBuy Membership Program. The purpose of participating in the TCPA Co-op is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and economies, including administrative cost savings.

BACKGROUND:

The City is currently a member of the Houston-Galveston Area Council Purchasing Cooperative and the Local Government Purchasing Cooperative (Texas BuyBoard), which allows the City to purchase any items that the Cooperatives offer without an individual public bid process. Cooperatives acquire public bids on behalf of its members and offer those items at the bid prices to all members of the cooperative. Normal purchases by the City would be rolling stock or similar equipment for the operating departments, though many other items are available.

Joining the TCPA Co-op would give the City another cooperative through which to purchase items since such cooperatives do not necessarily have the same items available at any given time.

Cooperative purchasing arrangements, such as the Texas BuyBoard or H-GAC are authorized under Chapter 791, Texas Government Code, and Section 271.101 of the Texas Local Government Code.

FINANCIAL:

Use of such cooperatives lessens the City's cost and saves staff time in the procurement of equipment and other necessary items by eliminating the public bid process and by the acquisition of items at costs usually lower than those that would be expected through an individual public bid process. The annual membership fee for participation in the TCPC Co-Op is \$100.00.

SUBMITTED BY: Marian V. Mendoza, City Administrator

DATE SUBMITTED: February 21, 2020



RESOLUTION

State of Texas

County of Bexar

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to §§ 271.082 and 271.083 of the Local Government Code;

and **WHEREAS**, the City of Helotes City Council
(e.g., Commissioner's Court, City Council, School Board, Board of Directors)

of City of Helotes, is a: (Check one of the following.)
(Name of Qualified Entity)

- | | |
|--|--|
| <input type="radio"/> County | <input type="radio"/> Independent School District |
| <input checked="" type="radio"/> Municipality | <input type="radio"/> Junior College District |
| <input type="radio"/> Political Subdivision (Utility, Appraisal Districts) | <input type="radio"/> Mental Health and Mental Disability Community Center |
| <input type="radio"/> State-funded Assistance Organization | <input type="radio"/> Housing and Transportation Authority |

defined as an entity qualified to participate in the Texas SmartBuy Membership Program of the Texas Comptroller of Public Accounts pursuant to § 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of 34 TAC §20.85 administrative rules, the Agent(s) of Record,
Marian Mendoza, City Administrator
(Name of Person, primary contact) (Title)

(and Taby Durr, Treasurer) is/are authorized to execute
(Name of Person, secondary contact) (Title)

any and all documentation for City of Helotes pertaining to its participation in the Texas
(Entity Name)

Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, City of Helotes acknowledges its obligation to pay annual participation fees
(Entity Name)

established by the Texas Comptroller of Public Accounts.

NOW, THEREFORE BE IT RESOLVED, that request be made to the Texas Comptroller of Public Accounts to approve
City of Helotes for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

Adopted this _____ day of _____, 2020 by City of Helotes City Council
(Entity Name)

By: _____
(Signature of Chair)
Tomas A. Schoolcraft
(Printed Name)
Mayor
(Title of Chair)

(Signature of primary Agent of Record)
Marian Mendoza / City Administrator
(Name/Title of primary Agent of Record)

(Signature of secondary Agent of Record)
Taby Durr / City Treasurer
(Name/Title of secondary Agent of Record)



Texas SmartBuy Membership Program

Texas SmartBuy Membership Application

Marian Mendoza

Taby Durr

Name of Authorized Individual

Name of Authorized Individual (secondary contact)

(NOTE: Please list 2 people who are authorized to sign for purchases and will receive all correspondence from CPA. Additional authorized signers or Agents of Record may be listed on the resolution with the signatures documented at the bottom of the resolution.)

City of Helotes

Organization/Qualified Entity Name

PO Box 507

Address

Helotes, Texas 78023

City, State, Zip Code

mmendoza@helotes-tx.gov

tdurr@helotes-tx.gov

Primary Email Address

Secondary Email Address

210-695-5913

210-695-5915

Phone Numbers

Fax Number

The annual membership fee for participation in the Texas SmartBuy Membership Program is:
\$100.00 – FEE IS NON-REFUNDABLE

Please make checks payable to:

Texas Comptroller of Public Accounts

Please mail to:

**Texas Comptroller of Public Accounts
P.O. Box 13186
Austin, TX 78711**

**PLEASE RETURN THIS FORM WITH PAYMENT
AND ALL REQUIRED DOCUMENTS AND SIGNATURES**

Questions? Contact the Texas SmartBuy Membership Program at 512-463-3368 or at members@cpa.texas.gov.



Texas SmartBuy Membership Program

Documents required for proof of eligibility

Submit all documentation required as proof of eligibility at the time you apply for membership in the program. All documentation must be on file with the Texas SmartBuy Membership Program **BEFORE** a determination of eligibility can be made.

Local Governments

County, Independent School District, Municipality, Jr. College District, Volunteer Fire Department

Documents required:

- ✓ Board approved resolution

MHMR Community Centers

Documents required:

- ✓ Board approved resolution

Special Districts or Other Legally Constituted Political Subdivisions of the State

Documents required:

- ✓ Board approved resolution
- ✓ Documentation evidencing creation of entity including statutory citation.
This can be in the form of:
 - a. Legislation in which the entity was created by name
 - b. A resolution passed by a city or a county stating that there is a need for the entity to exist and actually creating the entity

Assistance Organizations

Non-profit organizations that receive state funds **and** provide educational, health, or human services or provide assistance to homeless individuals

Documents required:

- ✓ Board approved resolution
- ✓ Articles of Incorporation and Certificate of Incorporation. A letter from the Secretary of State with the entity's charter number evidencing that the entity filed for incorporation will be accepted in lieu of a Certificate of Incorporation. **The State of Texas CO-OP cannot accept by-laws in lieu of Articles of Incorporation**
- ✓ Current contract or grant from a State agency to prove State funding. This document must show beginning and end dates for the current State of Texas Fiscal Year, and these dates must be valid at the time the application is reviewed.

Texas Rising Star Providers

Childcare providers certified as Texas Rising Star Providers by Texas Workforce Commission

Documents required:

- ✓ Board Approved Resolution

**CITY OF HELOTES
CITY COUNCIL
AGENDA ITEM REQUEST FORM**

DATE: February 27, 2020

AGENDA PLACEMENT: **CONSENT**
 INDIVIDUAL
 PRESENTATION
 CLOSED

CAPTION:

Discussion of and action of a Resolution authorizing the Mayor to execute a Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative. The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and economies, including administrative cost savings.

BACKGROUND:

The City is currently a member of the Houston-Galveston Area Council Purchasing Cooperative and the Local Government Purchasing Cooperative (Texas BuyBoard), which allows the City to purchase any items that the Cooperatives offer without an individual public bid process. Cooperatives acquire public bids on behalf of its members and offer those items at the bid prices to all members of the cooperative. Normal purchases by the City would be rolling stock or similar equipment for the operating departments, though many other items are available.

Joining the GoodBuy Purchasing Co-Op would give the City another cooperative through which to purchase items since such cooperatives do not necessarily have the same items available at any given time.

Cooperative purchasing arrangements, such as the Texas BuyBoard or H-GAC are authorized under Chapter 791, Texas Government Code, and Section 271.101 of the Texas Local Government Code.

FINANCIAL:

Use of such cooperatives lessens the City's cost and saves staff time in the procurement of equipment and other necessary items by eliminating the public bid process and by the acquisition of items at costs usually lower than those that would be expected through an individual public bid process.

SUBMITTED BY: Marian V. Mendoza, City Administrator

DATE SUBMITTED: February 21, 2020

A RESOLUTION APPROVING THE CITY'S PARTICIPATION IN THE INTERLOCAL PARTICIPATION AGREEMENT FOR THE GOODBUY PURCHASING COOPERATIVE AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GOODBUY RELATIONS, REGION 2 ESC FOR SUCH PURPOSE.

WHEREAS, the GoodBuy Purchasing Cooperative is authorized to provide purchasing services for local governments pursuant to TITLE 7. Chapter 791, Subchapter A. Sections 791.001 of the Local Government Code; and

WHEREAS, the City Council of the City of Helotes is municipality defined as an entity qualified to participate in the Cooperative Purchasing Program of the GoodBuy Purchasing Cooperative pursuant to Section 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of the Board of Directors of Region 2 ESC, the Program Member, Tom Schoolcraft, Mayor of the City of Helotes, Texas is authorized to execute any and all documentation for the City of Helotes pertaining to its participation in the GoodBuy Purchasing Cooperative Program; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS that participation in the GoodBuy Purchasing Cooperation Program is approved and the Mayor is authorized to execute an agreement with GoodBuy Relations, Region 2 ESC for such purpose.

PASSED AND APPROVED this 27th day of February, 2020.

MAYOR

ATTEST:

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY



Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: City of Helotes

Program Member Designated GoodBuy representative(s):

Name: <u>Taby Durr</u>	Contact Information: _____
Title: <u>City Treasurer</u>	(Address) <u>PO Box 507</u>
Email: <u>tdurr@helotes-tx.gov</u>	City: <u>Helotes</u>
Telephone: <u>(210) 695-5915</u>	State: <u>Texas, 78023</u>
Facsimile: <u>(210) 695-2123</u>	

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

1. **Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
2. **Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
3. **Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
4. **Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
5. **Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. **No Warranty.** The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. **Mediation.** All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. **Compliance with Procurement Laws.** GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. **THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



Purchasing Program of the Education Service Center, Region 2

16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: 02/21/2020
(Signature of authorized representative of Program Member)

**City of Helotes
CITY COUNCIL**

AGENDA ITEM REQUEST FORM

DATE: **February 27, 2020**

AGENDA PLACEMENT: **CONSENT**
 INDIVIDUAL
 PRESENTATION
 CLOSED

CAPTION:

Discussion of and action on a request by Cross Development SF San Antonio Bandera, LLC for a variance to Municipal Code of Ordinances Chapter 94 *Vegetation* requiring parking lot shading and street tree planting prior to the issuance of a building permit for Service First Automotive Center located at 12596 Bandera Road, Helotes, Texas 78023, more particularly described as BCAD Property ID No. 1273906. (Applicant)

BACKGROUND:

The applicant seeks a variance from Municipal Code of Ordinances, Chapter 94 *Vegetation* and asserts the following:

Code	Compliant	Variance Required
Chapter 94 <i>Vegetation</i> , Article II <i>Commercial and Residential Subdivision Landscape Requirements</i> , Section 94-24 <i>General Requirements</i>		
Subparagraph (b)(1)(a) – <i>Parking Lot Shading</i> . To reduce the thermal impact of un-shaded parking lots, trees shall be planted throughout parking lots so that no portion of the lot is more than 50 feet away from the trunk of a tree, unless otherwise approved by the city arborist. Planting areas shall be a minimum of nine feet by 18 feet. The use of existing trees to meet this requirement is encouraged.	No; Applicant asserts the site has vehicle staging areas that cannot be reasonably shaded due to the pavement required for vehicle maneuvering.	Yes
Subparagraph (b)(1)(f) <i>Streetscape</i> . Construction and renovation plans for commercial sites must include street tree plantings planted no greater than 15 foot on center or spacing otherwise established by	No; Applicant asserts due to site plan restrictions, no area is available for planting trees outside TxDOT right-of-way. The landscape plans do provide	Yes

the city for the street on which the plantings will be made. Trees shall be a minimum of two-inch caliper and eight feet in height at time of planting	for tree planting in other areas of the site in excess of the code requirements.	
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The City Arborist recommends variance approval be given due to the number of existing trees and vegetation that is being preserved as well as the proposed landscape plan which includes planting of several new trees. This adequately meets the intent of the ordinance.

SUBMITTED BY: Ernest Cruz, Development Services Director

DATE SUBMITTED: February 20, 2020



City of Helotes
 Development Services
 Department
 P.O. Box 507
 12951 Bandera Road
 Helotes, TX 78023
 Phone (210) 695.8877
 Fax (210) 695.2123

Application Date: 02/03/2020

APPLICATION FOR VARIANCE

Municipal Code of Ordinances

NAME OF APPLICANT: Cross Development SF San Antonio Bandera, LLC.

MAILING ADDRESS: 4336 Marsh Ridge Road Carrollton ,TX 75010

PHONE NO.: (214) 614-8252

EMAIL: james@crossdevelopment.net

STATUS OF APPLICANT: OWNER: X

AGENT: _____ (IF AGENT, ATTACH LETTER OF AUTHORIZATION FROM PROPERTY OWNER)

PROPERTY DESCRIPTION

PHYSICAL ADDRESS: 12596 Bandera Road

LEGAL DESCRIPTION: Lot 1, Block 1 (Vol. 9722, Pg. 195)

CURRENT ZONING: B3 (General Business District)

EXISTING USE: Undeveloped

ACRES/SQ. FT.: 2.309 AC.

DOES OWNER OWN ADJACENT PROPERTIES?

Yes

No

CODE SECTION SEEKING VARIANCE / RELIEF FROM:

Sec. 94-24(b)(1)(a) - Parking Lot Shading & Sec. 94-24 (b)(1)(f) - Streetscape

TYPE OF VARIANCE REQUESTED (EXPLAIN IN DETAIL):

A variance is being requested for the parking lot shading requirement. The site has vehicle staging areas that cannot be reasonably shaded due to the pavement required for vehicle maneuvering. Also, existing pavement is present on the adjacent property that prohibits trees from being planted along the eastern property line. A variance is also being requested for the streetscape requirement. Due to site plan restrictions, the twenty-foot TxDOT right-of-way dedication and the proposed location of the overhead electric line along Hausman Road, no area is available for planting trees outside TxDOT right-of-way. The landscape plans do provide for tree planting in other areas of the site in excess of the code requirements.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE INFORMATION I HAVE PROVIDED TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS APPLICATION WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A VARIANCE OR SPECIAL EXCEPTION DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING THE USE OF PROPERTY.

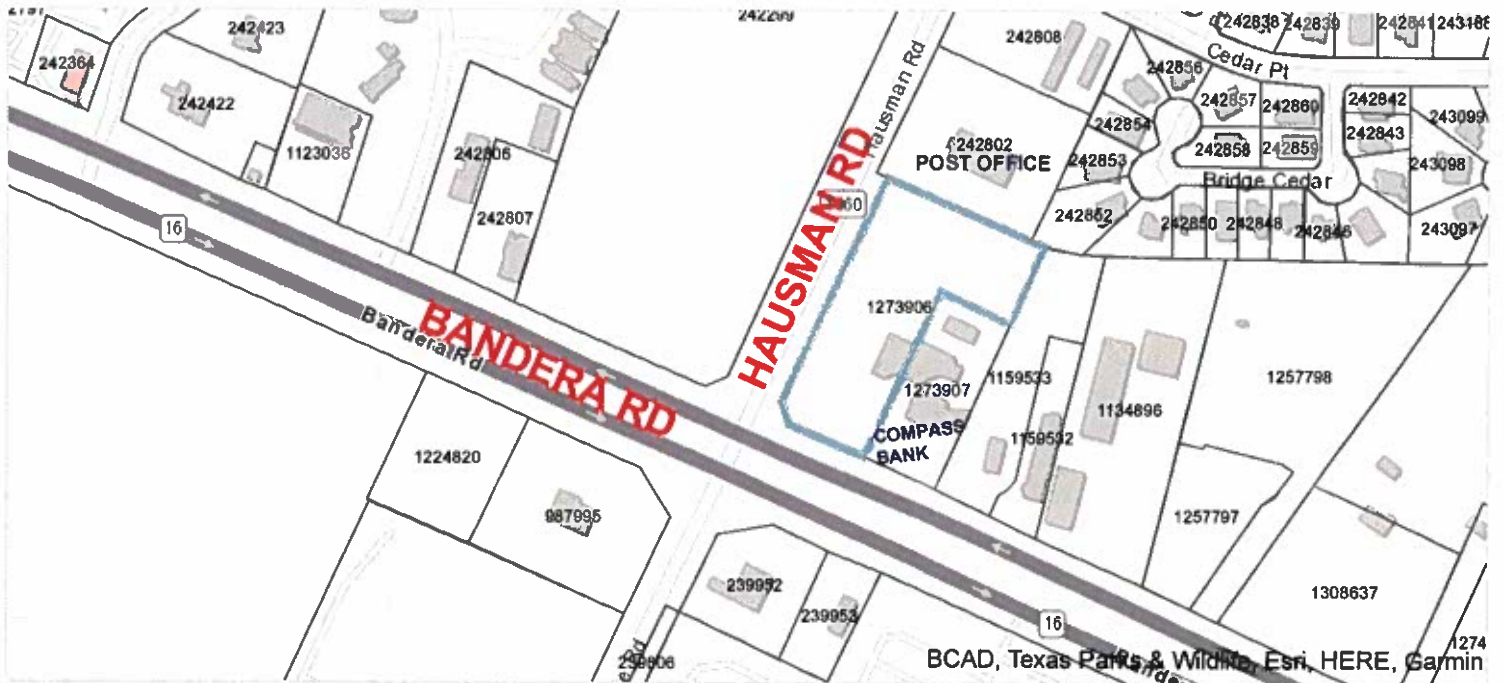
James Pool

APPLICANT'S SIGNATURE

2/11/2020

DATE

Property Identification #: 1273906	Property Information: 2020	Owner Identification #: 3097516
Geo ID: 04477-201-0010 Situs: HAUSMAN RD HELOTES, TX Address: 78023 Property Type: Real State Code: F1	Legal Description: CB 4477B (BBVA COMPASS BANK), BLOCK 1 LOT 1 Abstract: 9722/195-1 Neighborhood: NBHD code51320 Appraised Value: N/A Jurisdictions: CAD, 09, 10, 06, 56, 11, 08, 42	Name: C FIVE HELOTES LP Exemptions: DBA: EXCESS LAND - BBVA COMPASS BANK



Bexar CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Bexar County Appraisal District expressly disclaims any and all liability in connection herewith.





LOCATION MAP

SCALE: 1/8" = 100'

CITY OF HELOTES LANDSCAPE ORDINANCE REQUIREMENTS

- (ST) STREETSCAPE TREE**
- 1 TREE REQUIRED EVERY 15' LF ON BANDERA ROAD
 - = 165 LF / 15
 - = 11 TREES REQUIRED
 - = 11 TREES PROVIDED
- 1 TREE REQUIRED EVERY 15' LF ON HAUSMANN
- = 460 LF / 15
 - = 31.67 (32) TREES REQUIRED
 - = 32 TREES REQUIRED
 - = 7 TREES EXISTING
 - * (NO TREES PROVIDED DUE TO TxDOT R.O.W. DEDICATION)
- PARKING SHADING**
- 1 TREE PROVIDED WITHIN 50' OF ALL PARKING STALLS
- (PS) PERIMETER SHADING**
- 1 TREE PROVIDED PER 10 PARKING STALLS
 - = 56 / 10
 - = 5.6 (6) TREES REQUIRED
 - = 6 TREES PROVIDED
- PARKING SCREENING**
- PROVIDED ALONG BANDERA ROAD
- 1 SHRUB PER 20 SF
 - = 155 LF x 6 LF
 - = 1,240 SF / 20 SF
 - = 62 SHRUBS REQUIRED
 - = 62 SHRUBS PROVIDED
- PROVIDED ALONG HAUSMANN
- 1 SHRUB PER 20 SF
 - = 162 LF x 6 LF
 - = 1,456 SF / 20 SF
 - = 72.8 (73) SHRUBS REQUIRED
 - = 73 SHRUBS PROVIDED
- BUFFERS**
- NOT APPLICABLE
- IRRIGATION**
- IRRIGATION SYSTEM PROVIDED REF. IRRIGATION DRAWINGS.

PLANT SCHEDULE

TREES	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE
	UC	2	CEDAR ELM / ULMUS CRASSIFOLIA MATCHING SPECIMENS	CONT.	2" CAL 8'-10" H, 4'-5" S
	CL	4	DESERT WILLOW / CHILOPSIS LINEARIS 'BURGUNDY' MULTI-TRUNK	CONT.	1.5" CAL 6'-8" H, 3'-4" S
	MO	1	MONTEREY OAK / QUERCUS POLYMORPHA 'MONTEREY' MATCHING SPECIMENS	CONT.	2" CAL 8'-10" H, 4'-5" S
	SO	2	SHUMARD RED OAK / QUERCUS SHUMARDII MATCHING SPECIMENS	CONT.	2" CAL 8'-10" H, 4'-5" S
	QV	3	SOUTHERN LIVE OAK / QUERCUS VIRGINIANA MATCHING SPECIMENS	CONT.	2" CAL 8'-10" H, 4'-5" S

SHRUBS	CODE	QTY	COMMON / BOTANICAL NAME	CONT	SIZE
	SG	31	AUTUMN SAGE / SALVIA GREGGII FULL, WELL ROOTED	1 GAL	8'-10" H - 8'-10" S
	FF	7	CHINESE FRINGE FLOWER / LOROPETALUM CHINENSE FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	CD	17	CORAL DRIFT ROSE / ROSA X 'CORAL DRIFT' FULL, WELL ROOTED	3 GAL	12"-18" H, 12"-18" S
	KR	11	DOUBLE KNOCKOUT RED ROSE / ROSA X 'KNOCKOUT' TM FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	BB	11	DWARF INDIAN HAWTHORN / RHAPHIOLEPIS INDICA 'BAY BREEZE' TM FULL, WELL ROOTED	5 GAL	12"-18" H, 12"-18" S
	IN	5	DWARF YAUPOIN / ILEX VOMITORIA 'NANA' FULL, WELL ROOTED	5 GAL	12"-18" H, 12"-18" S
	AW	16	FLAME ACANTHUS / ANISACANTHUS WRIGHTII FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	DI	26	FORTNIGHT LILY / DIETES IRIDIODES FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	BM	20	UNDHEIMER'S 5 MUHLY / MUEHLBERGIA UNDHEIMERI FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	NG	25	NEW GOLD LANTANA / LANTANA X 'NEW GOLD' FULL, WELL ROOTED	1 GAL	6'-8" H, 6'-8" S
	LF	63	TEXAS SAGE / LEUCOPHYLLUM FRUTESCENS FULL, WELL ROOTED	5 GAL	18"-24" H, 18"-24" S
	RP	26	TRAILING ROSEMARY / ROSMARINUS PROSTRATA FULL, WELL ROOTED	5 GAL	12"-18" H, 12"-18" S

GROUND COVERS	CODE	QTY	COMMON / BOTANICAL NAME	CONT
	HYD	157 SF	BERMUDA GRASS / CYNODON DACTYLON 'BLACKJACK' 3LBS PER 1000 SF	HYDROSEED
	SOD	24,479 SF	BERMUDA GRASS / CYNODON DACTYLON VAR. 'CELEBRATION' TIGHT SAND ROLLED JOINTS, WEED FREE	500
	ANN	105 SF	SEASONAL COLOR / ANNUAL SPRING - IMPATIENS / FANCY SUMMER - VERBENA / FALL - DIANTHUS / WINTER - CYCLAMEN	4" POT

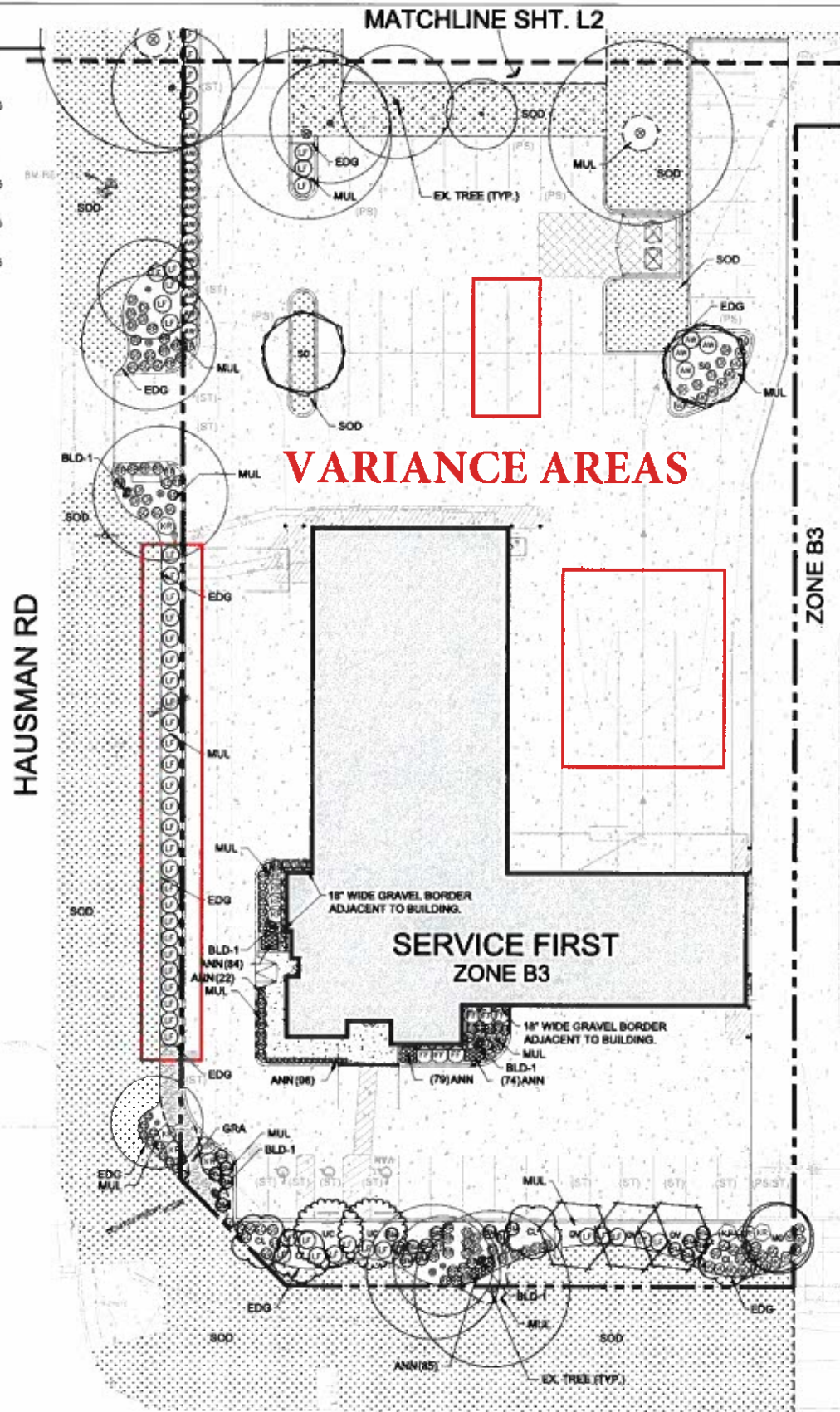
SYMBOL	CODE	DESCRIPTION	SIZE / CONDITION
	BLD	(S) LIMESTONE BOULDERS	36" X 30" W X 24" H REFERENCE DETAIL 10V SHT. L3
	GRA	TEXAS BLEND RIVER GRAVEL ON 5oz. WEED BARRIER FABRIC	4" DEPTH, 2"-4" DIA., WASHED, WELL SORTED, AS SHOWN REFERENCE DETAIL 06V SHT. L3
	EDG	EDGING ALUMINUM EDGER	1/2" x 4" STAKED; PAINTED GREEN REFERENCE DETAIL 09V SHT. L3
	MUL	COMPOSTED MULCH FINE / MEDIUM SHREDDED	4" DEPTH

- * INSTALL FLUSH WITH TOP OF CURBSIDEWALK. SLOPE TOWARD CURB TO DRAIN
- NOTE:**
- EACH NEW TREE IS TO BE GROWN IN A NURSERY (NOT FIELD DUG).
 - BID "UNIT" PRICES FOR ALL ITEMS
 - QUANTITIES ON THE PLAN ARE ESTIMATES ONLY. THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL QUANTITIES AND IS RESPONSIBLE FOR INCLUDING IN THE BID THE PLANTING AND/OR INSTALLATION OF ALL ITEMS SHOWN ON THE PLAN IN ACCORDANCE WITH THE SPECIFICATION. ANY ERRORS ON THE PLAN OR QUANTITIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, BY THE CONTRACTOR, PRIOR TO SUBMITTAL OF THIS BID.
 - ALL TREES TO HAVE SINGLE, STRAIGHT, UNCLUT LEADER.

NOTE:
PRUNE 4 SHAPE TREES TO ESTABLISH MIN. CLEAR DISTANCE OF 3'-0" FROM ANY PART OF NEW BUILDING. PRUNE ALL EXISTING TREES TO 20MM TO 1/4" CLEAR HEIGHT ABOVE FINISHED GRADES AT ALL DRIVES AND 8' CLEAR HEIGHT ABOVE FINISHED GRADE ELSEWHERE. PRUNE UNIFORMLY AROUND TREE TO MAINTAIN A BALANCED SHAPE.

EXISTING TREE LEGEND

-
- EXISTING TREE TO REMAIN & PROTECT

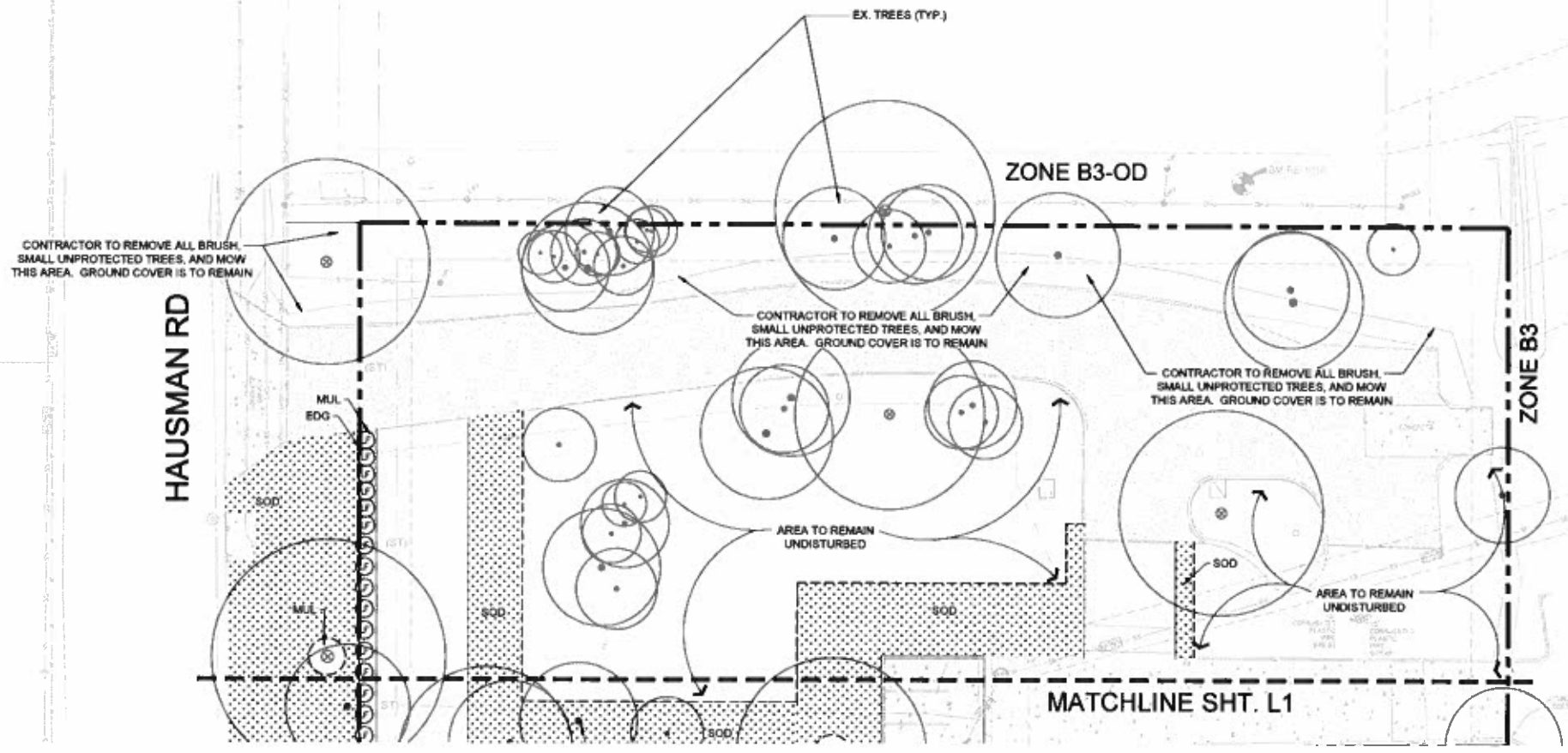


#	REVISIONS DATE
<p>LANDSCAPE PLAN SERVICE FIRST BANDERA RD. & HAUSMAN RD. HELOTES, TEXAS</p>	
DRAWN BY:	BF
CHECKED BY:	BF
APPROVED BY:	AL
PROJECT NUMBER:	15-175
FILE LOCATION:	GOOPER_L1
DATE:	10/23/2019
SHEET	
L1	
1 OF 7 SHEETS	

Date: 10-23-2019 11:05am User: G. Bradley French
 File: P:\2019\10-23-2019\10-23-2019_Schematic\10-23-2019_Schematic.dwg
 Plot: 10-23-2019 11:05am User: G. Bradley French

PLANT SCHEDULE

TREES	CODE	COMMON NAME
	UC	CEDAR ELM
	CL	DESERT WILLOW
	MO	MONTEREY OAK
	SO	SHUMARD RED OAK
	QV	SOUTHERN LIVE OAK
SHRUBS	CODE	COMMON NAME
	SG	AUTUMN SAGE
	PF	CHINESE FRINGE FLOWER
	CD	CORAL DRIFT ROSE
	KR	DOUBLE KNOCKOUT RED ROSE
	BB	DWARF INDIAN HAWTHORN
	IN	DWARF YALPON
	AW	FLAME ACANTHUS
	DI	FORTNIGHT LILY
	BM	LINDHEIMER'S MURPHY
	NG	NEW GOLD LANTANA
	LF	TEXAS SAGE
	RP	TRAILING ROSEMARY
GROUND COVERS	CODE	COMMON NAME
	HYD	BERMUDA GRASS
	SOD	BERMUDA GRASS
	ANN	SEASONAL COLOR



NOTE: REFERENCE COMPLETE MATERIAL SCHEDULE AND PLANT SCHEDULE ON SHEET L1

EXISTING TREE LEGEND
 EXISTING TREE TO REMAIN & PROTECT

NOTE:
 PRUNE & SHAPE TREES TO ESTABLISH MIN. CLEAR DISTANCE OF 3'-0" FROM ANY PART OF NEW BUILDING. PRUNE ALL EXISTING TREES TO REMAIN TO 14' CLEAR HEIGHT ABOVE FINISHED GRADES AT ALL DRIVES AND 8' CLEAR HEIGHT ABOVE FINISHED GRADE ELSEWHERE. PRUNE UNIFORMLY AROUND TREE TO MAINTAIN A BALANCED SHAPE.

#	REVISIONS DATE

COOPER LOCHTE
 LANDSCAPE ARCHITECTURE, LLC
 1717 SAN ANTONIO, TEXAS 78207
 TEL: 214-852-4576

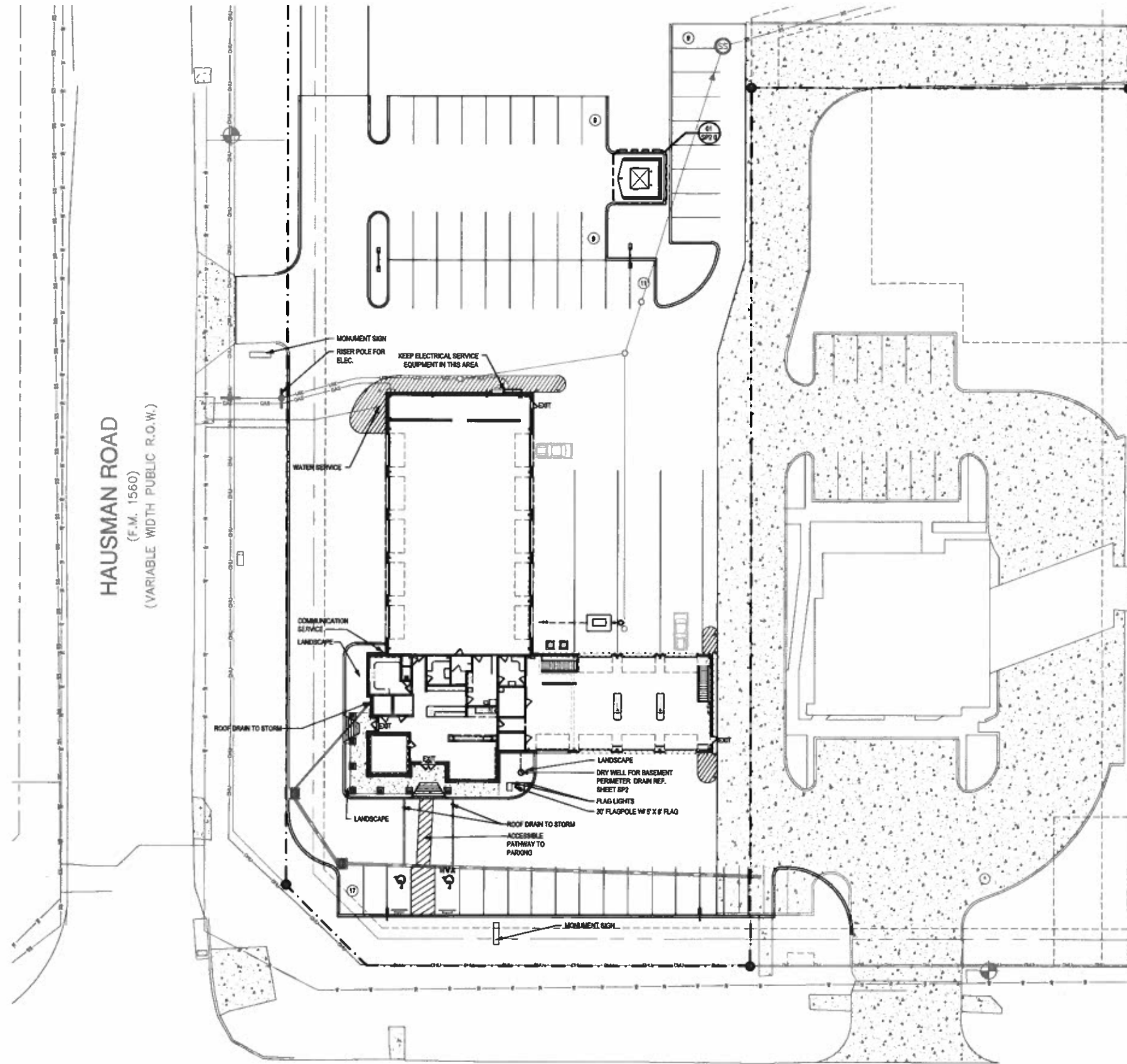


LANDSCAPE PLAN
 SERVICE FIRST
 BANDERA RD. & HAUSMAN RD.
 HELOTES, TEXAS

DRAWN BY: MF
CHECKED BY: MF
APPROVED BY: AL
PROJECT NUMBER: 18-175
FILE LOCATION: COOPER_18
DATE: 12/23/2019

SHEET
L2
 2 OF 7 SHEETS

Date: Dec 23, 2019 11:03am User: CL: Bradley French
 File: P:\COOPER_2018\18-175_ServiceFirst-18-175_ServiceFirst-18-175_LandscapePlan-L2.dwg



SITE INFORMATION	
PHYSICAL ADDRESS	12598 BANDERA RD. HELOTES, TX 78023
SITE AREA	N/A
TOTAL BUILDING AREA	12,585 SF
PARKING	
REQUIRED (1400)	34 SPACES
PROVIDED	55 SPACES
NUMBER OF EMPLOYEES	
LARGEST SHIFT	30 EMPLOYEES
NOTES:	
1 CONTRACTOR TO INQUIRE OF THE LOCAL U.S. POSTMASTER AS TO THE REQUIREMENTS OF A MAILBOX FOR MAIL DELIVERY. IF A MAILBOX IS REQUIRED, INSTALL A MAILBOX MEETING THE POSTMASTER'S MINIMUM REQUIREMENTS IN A LOCATION DEEMED ACCEPTABLE BY THE POSTMASTER. MAILBOX (IF REQUIRED) MUST BE INSTALLED AS A CONDITION OF DELIVERY.	

NCA Partners
ARCHITECTURE

5448 MILTON ST
SUITE 810
DALLAS, TX 75206
214.381.8901
214.381.8908 FAX
ncapartners.com

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L PROTO (NEW PERM)

SERVICE FIRST AUTO CENTER
BANDERA ROAD
HELOTES, TX 78023

DATE	DESCRIPTION
02/28/19	PAZ SUBMITTAL
08/27/19	PERMITS REVIEW
11/02/19	ISSUE FOR BID



NCA JOB #: 19025

SITE PLAN

SP1.0

BANDERA ROAD
(STATE HIGHWAY 16)
(180'-WIDE PUBLIC R.O.W.)

01 SITE PLAN
1" = 20'-0"



