

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY OF HELOTES, TEXAS CALLING FOR A GENERAL ELECTION TO BE HELD ON SATURDAY, MAY 9, 2015 FOR THE PURPOSE OF ELECTING A MAYOR, ONE (1) COUNCIL MEMBER PLACE 3, AND ONE (1) COUNCIL MEMBER PLACE 5; PROVIDING FOR EARLY VOTING AND FOR NOTICE OF THE ELECTION; MAKING PROVISIONS FOR THE CONDUCT OF THE ELECTION; AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT FOR ELECTION SERVICES WITH BEXAR COUNTY, TEXAS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION.

WHEREAS, the laws of the State of Texas, specifically Section 22.003 of the Texas Local Government Code, provide that a General Election shall be held annually for the election of City Officers; and

WHEREAS, the laws of the State of Texas further provide that Section 3.001 of the Election Code of the State of Texas is applicable to said election, and, in order to comply with said Code, an order should be passed ordering said election, establishing the procedure to be followed in said election, and designating the voting place for said election; and

WHEREAS, the City desires to conduct a joint general election with Bexar County, Texas, as provided for by Texas Election Code Ann. Section 271.002; and

WHEREAS, the City finds and declares that a joint general election promotes an important public purpose by providing an efficient, effective, and convenient means of voting for its citizens.

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

SECTION 1. ORDER OF ELECTION. That a joint general election with Bexar County is hereby ordered to be held on Saturday, May 9, 2015 from 7:00 a.m. to 7:00 p.m. in the City of Helotes, Texas for the purpose of electing a Mayor, one Council Member Place 3, and one Council Member Place 5 with each to serve a term of two years, terminating in May, 2017, or when their successors are duly elected and qualified. Order of Election for Municipalities is attached hereto as Exhibit "A."

SECTION 2. ELECTION FINAL. That at said election, each of the aforementioned officers shall be voted upon separately and that the person receiving the highest number of votes for each said office shall be elected to such office.

SECTION 3. FILING. That qualified persons desiring to be candidates for the aforesaid offices shall file for election as such candidates with the City Secretary no later than 5:00 p.m. on the 27th day of February 2015.

SECTION 4. ADMINISTRATION OF ELECTION. That the Elections Administrator of Bexar County, Texas shall act as Contracting Officer and shall appoint election judges, alternate judges, and clerks, as described in the Contract for Election Services attached hereto as Exhibit “C” and incorporated herein by reference as if fully copied and set forth at length, said Contract between the City of Helotes and Bexar County, Texas having been specifically authorized by Tex. Elec. Code Ann. Sec. 31.092.

SECTION 5. APPLICATIONS FOR BALLOT. That the Contracting Officer shall receive applications for a ballot to be voted by mail until the close of business on April 24, 2015 if delivered in person and at the close of business on April 30, 2015 if delivered by mail. Requests for applications should be mailed to:

Jacquelyn F. Callanen
Bexar County Elections Administrator
203 W Nueva Street, Suite 3.61
San Antonio, Texas 78207

SECTION 6. EARLY VOTING. That the Main Early Voting location shall be the Bexar County Justice Center located at 300 Dolorosa, San Antonio, Texas. That this and other early voting polling locations for the joint general election have been established by Bexar County Elections Administrator and described in the Contract for Elections Services, attached as Exhibit “C” hereto.

That the dates and times for early voting by personal appearance shall be as follows:

Monday, April 27 thru Friday, May 1, 20158:00 a.m. to 6:00 p.m.
Saturday, May 2, 20158:00 a.m. to 8:00 p.m.
Sunday, May 3, 2015Closed
Monday, May 4 and Tuesday, May 5, 20158:00 a.m. to 8:00 p.m.
(Subject to change)

SECTION 7. POLLING PLACE. That the polling place for the voting precincts in the City of Helotes for this election shall be as established in the Contract for Election Services, attached as Exhibit “C” to this Ordinance.

SECTION 8. VOTING SYSTEM. That voting at the election, including early voting, shall be by use of direct recording electronic voting machines for voting at the foregoing election polling places and for counting the ballots at said election. The voting equipment is provided, as set forth in the Contract for Joint Election Services (Exhibit “C” hereto attached) with Bexar County Elections Administrator Jacqueline L. Callanen; said direct recording electronic voting system having been duly approved by the Texas Secretary of State and precleared by the United States Department of Justice based upon the submission of the Attorney General of the State of Texas.

SECTION 9. CUSTODIAN. That the Council appoints the City Secretary as the Custodian of Records (“Custodian”) and agent to the Council to perform the duties related to the conduct and maintenance of records of the Election, as required under the Texas Election Code during the period ending not earlier than the sixtieth (60th) day after the Election.

SECTION 10. NOTICE. That Notice of the Election, hereto attached as Exhibit "B," stating in substance the contents of this Order, shall be published one time in the English and Spanish languages, in a newspaper published within the City's territory at least 10 days and no more than 30 days before the Election and as otherwise may be required by the Texas Election Code. Notice of the Election shall also be posted on the bulletin board located at Helotes City Hall and the City of Helotes Municipal internet site used by the City to post notices of the City's meetings no later than the 21st day before the Election, or if the 21st day before the Election falls on a weekend or holiday, on the first business day thereafter. The Mayor shall issue all necessary orders and writs for the general election.

SECTION 11. VOTERS. That all resident, qualified voters of the City of Helotes shall be permitted to vote for Mayor, Council Member Place 3, and Council Member Place 5, respectively, in said election. In addition, the election materials, as outlined in Section 272.005, Texas Election Code, shall be printed in both English and Spanish for use at the polling places and for early voting for said election.

SECTION 12. CANVASS. That the returns of said election be made in accordance with the State Election Code and shall be canvassed by the City Council at a regular or special City Council Meeting to be called between May 12 - 20, 2015.

SECTION 13. AUTHORIZATION. That the Mayor is authorized to sign an Order of Election and a Notice of Regular Municipal Election prescribed by the State of Texas and the Contract for Election Services, attached as Exhibit "C" to this ordinance, on behalf of the City Council. The Notice of Regular Municipal Election shall be published in accordance with the provisions of the Texas Election Code.

SECTION 14. SEVERABILITY. That should any part, section, subsection, paragraph, sentence, clause, or phrase contained in this ordinance be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this ordinance, but in all respects said remaining portion shall be and remain in full force and effect.

SECTION 15. EFFECTIVE DATE. That this ordinance shall be effective immediately upon adoption.

PASSED AND APPROVED this 22nd day of January 2015.

Thomas A Schoolcraft, Mayor
City of Helotes, Texas

ATTEST:

Grace Tamez, City Secretary

Exhibit "A"

AW1-2
Prescribed by Secretary of State
Sections 3.004, 3.006, 4.008, 85.004, 85.007 Texas Election Code
9/2009

ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on May 9, 2015 for the purpose of: electing a Mayor, one (1) Council Member Place 3, and one (1) Council Member Place 5.

Early voting by personal appearance will be conducted each weekday at various locations in Bexar County including:

<u>Main Early Voting Location</u>	<u>Early Voting Location</u>
Bexar County Justice Center 300 Dolorosa San Antonio, TX 78207 (basement, south end across from cafeteria)	Helotes City Hall 12951 Bandera Road Helotes, TX 78023

Day and time for early voting by personal appearance shall be as follows:

- Monday, April 27 thru Friday, May 18:00 a.m. to 6:00 p.m.
- Saturday, May 28:00 a.m. to 8:00 p.m.
- Sunday, May 3,Closed
- Monday, May 4 and Tuesday, May 58:00 a.m. to 8:00 p.m.
(subject to change)

Applications for ballot by mail shall be mailed to:

Jacquelyn F. Callanen
Bexar County Elections Administrator
203 W. Nueva, Suite 3.61
San Antonio, TX 78207-4505

Applications for ballot by mail must be received by the Bexar County Elections Administrator no later than the close of business (5:00 p.m.) on April 24, 2015 if delivered in person and no later than the close of business on April 30, 2015 if delivered by mail.

Issued this the 22nd day of January 2015.

Signature of Mayor:

Thomas A. Schoolcraft

Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before Election Day.

NOTICE OF GENERAL ELECTION

To the registered voters of the City of Helotes, Texas:

Notice is hereby given that the polling places listed below will be open from 7 a.m. to 7 p.m. on May 9, 2015 for voting in a General Election to elect a Mayor, one (1) Council Member Place 3, and one (1) Council Member Place 5.

LOCATION OF POLLING PLACES:

Precinct	No. 2154	SA MUD #1 16450 Wildlake
Precinct	No. 2101 No. 2095	O'Connor High School 12221 Leslie Road
Precinct	No. 3106 No. 3008, No. 3158 No. 3160	Helotes Elementary 13878 Riggs Road

Early voting by personal appearance will be conducted at the Main Early Voting Location, Bexar County Justice Center, 300 Dolorosa, San Antonio, TX 78205, and at additional locations including at Helotes City Hall, 12951 Bandera Road, Helotes, TX 78023. The Early Voting location list is posted on www.helotes-tx.gov. The dates and times for early voting by personal appearance shall be as follows:

Monday, April 27 thru Friday, May 1	8:00 a.m. to 6:00 p.m.
Saturday, May 2	8:00 a.m. to 8:00 p.m.
Sunday, May 3	Closed
Monday, May 4 and Tuesday, May 5	8:00 a.m. to 8:00 p.m.

Applications for ballot by mail shall be mailed to:

Early Voting Clerk
 Jacquelyn F. Callanen, Elections Administrator
 203 W Nueva Street, Suite 3.61
 San Antonio, Texas 78207

Applications for ballot by mail must be received no later than the close of business (5:00 p.m.) on April 24, 2015 if delivered in person and at the close of business on April 30, 2015 if delivered by mail.

Issued this the 22nd day of January 2015.

Thomas A. Schoolcraft, Mayor
 City of Helotes

THE STATE OF TEXAS §
 § **CONTRACT FOR ELECTION SERVICES**
COUNTY OF BEXAR §

This Contract is entered into by and between the BEXAR COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR") on behalf of Bexar County, a political subdivision of the State of Texas, and the CITY OF HELOTES ("CITY")(also, individually, a "Party" or, collectively, the "Parties"), pursuant to Texas Election Code Section 31.092.

RECITALS

CITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called a general election to be conducted by Bexar County on Saturday, May 9, 2015 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department.

ADMINISTRATOR has provided cost estimates for election services to be rendered by her office pursuant to the terms of this Contract that are set out on Exhibits "A" and "B," attached and incorporated into this Contract.

CITY and ADMINISTRATOR want to enter into this Contract setting out the respective responsibilities of the Parties.

Accordingly, the Parties agree as follows:

ARTICLE I
PURPOSE

1.01. The Parties have entered into this Contract for election services described in Article II to be provided to CITY for its election to be held on May 9, 2015.

ARTICLE II
SERVICES

2.01. ADMINISTRATOR agrees to provide to CITY the following general services:

- (A) Procure and distribute election supplies, including, but not limited to, the preparation, printing and distribution of ballots and sample ballots;
- (B) Procure election judges and clerks for early voting and election day voting;
- (C) Procure early voting polling places and election day polling places, as ordered;
- (D) Procure, prepare, and distribute adequate election equipment and transport equipment to and from the initial polling locations, including early voting substations, for CITY;

- (E) Distribute the lists of registered voters to be used in conducting the election, as provided by Bexar County Voter Registration pursuant to the request by CITY;
- (F) Pay election day and early voting judges and clerks;
- (G) Pay the judges for election night returns and early voting returns;
- (H) Provide information for election officers;
- (I) Provide general overall supervision of the election and advisory services;
- (J) Prepare writ of election to election officers and notice of appointment to Presiding and Alternate judges, as required by law;
- (K) Conduct early voting, in person and by mail, for CITY;
- (L) Establish a Central Counting Station for the purpose of tabulating ballots;
- (M) Provide such incidental related services as may be necessary to effect the election;
- (N) Meet ADA requirements as the law relates to polling locations and voter assistance, etc; and
- (O) Provide for Central Count Tabulation (s):
 - a. Preparation and programming of the ballots on the AIS 650 Optical Scanner
 - b. Preparation and tabulation of votes from the iVotronic Voting System.

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II will be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of CITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract will be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

6.01. In consideration for the services provided hereunder by ADMINISTRATOR, CITY shall pay ADMINISTRATOR the actual cost of performing the services, including any overtime incurred by ADMINISTRATOR'S employees. CITY shall deposit with ADMINISTRATOR \$ _____ no later than April 2, 2015 to cover the estimated cost.

6.02. If the actual election costs exceed CITY'S deposit, the difference between the actual costs and the deposit will be paid by CITY within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment must be made by check payable to the Bexar County Clerk and mailed to:

Jacquelyn F. Callanen
Bexar County Elections Administrator
203 W Nueva St., Ste. 3.61
San Antonio, Texas 78207-4505

6.03. Any monies remaining after the payment of all costs of elections bills, will be the property of the CITY and returned to it.

ARTICLE VII
GENERAL PROVISIONS

7.01. This Contract will be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Bexar County, Texas.

7.02. If any one or more of the provisions contained in this Contract is for any reason be held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Contract will be construed as if the invalid, illegal or unenforceable provision had never been contained in the Contract.

7.03. This Contract constitutes the sole and only agreement of the Parties and supersedes any prior understanding or written or oral agreement between the Parties respecting the written subject matter.

7.04. No amendment, modification, or alteration of this Contract will be binding unless it is in writing, dated subsequent to the date hereof and executed by the Parties.

ARTICLE VIII
BACKGROUND CHECKS

8.01 ADMINISTRATOR has conducted all criminal background checks required by Texas Election Code § 129.051(g).

SIGNED this 22nd day of January, 2015.

ELECTIONS ADMINISTRATOR

CITY OF HELOTES

BY: _____
JACQUELYN F. CALLANEN

BY: _____
PRINT: Thomas A. Schoolcraft
TITLE: Mayor

APPROVED AS TO LEGAL FORM:

NICHOLAS LA HOOD
CRIMINAL DISTRICT ATTORNEY
BEXAR COUNTY, TEXAS

BY: _____
LARRY L. ROBERSON
ASSISTANT CRIMINAL CITY
ATTORNEY- CIVIL DIVISION

ORDENANZA NÚM. ____

UNA ORDENANZA DE LA CIUDAD DE HELOTES, TEXAS, ORDENANDO UNA ELECCIÓN GENERAL QUE SE CELEBRARÁ EL SÁBADO 9 DE MAYO DE 2015, CON EL FIN DE ELEGIR A UN ALCALDE, UN (1) MIEMBRO DEL CONSEJO LUGAR 3, Y UN (1) MIEMBRO DEL CONSEJO LUGAR 5; PROVEER PARA LA VOTACIÓN ADELANTADA Y PARA AVISO DE ELECCIÓN; HACER ARREGLOS PARA LA ADMINISTRACIÓN DE LA ELECCIÓN; AUTORIZAR AL ALCALDE PARA NEGOCIAR Y EJECUTAR UN CONTRATO PARA SERVICIOS DE ELECCIÓN CON EL CONDADO DE BEXAR, TEXAS; Y RESOLVER OTROS ASUNTOS INCIDENTE Y RELATIVO A DICHA ELECCIÓN.

VISTO QUE, las leyes del Estado de Texas, específicamente Sección 22.003 del Código de Gobierno Local de Texas, provee que la elección general se celebre anualmente para la elección de oficiales de la ciudad; y

VISTO QUE, las leyes del Estado de Texas más provean que Sección 3.001 del Código de Elección del Estado de Texas son aplicable a tal elección y a fin de cumplir con tal Código, se debe pasar una orden para ordenar tal elección y establecer el procedimiento que debe seguirse en la elección y designar los sitios de votación en la elección; y

VISTO QUE, la Ciudad desea llevar a cabo una elección general conjunta con el Condado de Bexar, Texas previstos por Tex Elec. Código Ann. 271.002; y

VISTO QUE, la Ciudad considera y declara que una elección general conjunta promueve un propósito público importante y provee un medio eficiente, eficaz y conveniente de votar para sus ciudadanos.

AHORA, POR LO TANTO, ES ORDENADO POR EL CONSEJO DE LA CIUDAD DE HELOTES, TEXAS:

SECCIÓN 1. ORDEN DE ELECCIÓN. . Que se decrete por este medio una Elección General conjunta con el condado de Bexar que se celebrara el Sábado, 9 de Mayo de 2015 en la Ciudad de Helotes, Texas con el fin de elegir a un Alcalde; un Miembro del Consejo Lugar 3; y un Miembro del Consejo Lugar 5 y cada uno para servir un término de dos años, terminando en Mayo del 2017, o cuando sus sucesores son debidamente elegidos y calificados. La orden de elección para municipios es adjunta como anexo "A".

SECCIÓN 2. ELECCIÓN FINAL. Se declarará elegido el candidato de cada oficina particular de tal elección que reciba la mayoría de los votos dados para el cargo del cual sea candidato.

SECCIÓN 3. PRESENTACIÓN. Que personas calificadas que desean ser candidatos para las posiciones ya mencionadas deberán presentar una candidatura con la Secretaria de la Ciudad no más tarde de 5: 00 p.m. en el día 27 de Febrero de 2015.

SECCIÓN 4. ADMINISTRACIÓN DE LA ELECCIÓN. Que el Administrador de Elecciones del Condado de Bexar, Texas, actuará como Contratante Oficial y nombrará a los jueces de la elección, los jueces suplentes, secretario(a)s del los sitios de votación, y empleados tal como se

describe en el contrato de servicios de elección incluido como anexo "C" y incorporado en este documento por referencia como si plenamente copiado y enunciados largamente, tal contrato entre la Ciudad de Helotes y el Condado de Bexar, Texas, habiendo sido autorizado específicamente por Código Tex. Elec. Sec. 31.092.

SECCIÓN 5. SOLICITUDES PARA BOLETA. Que el Contratante Oficial recibirá las solicitudes para boleta para votación adelantada por correspondencia no más tarde que al cerrar las puertas de negocio el 24 de Abril 2015 si se entrega en persona y al cerrar las puertas de negocio en el 30 de Abril 2015 si se entrega por correo. Las solicitudes para boleta para votación adelantada por correspondencia deben enviarse a:

Jacquelyn F. Callanen
Administradora de Elecciones de Bexar County
203 W Nueva Street, Suite 3.61
San Antonio, Texas 78207

Sección 6. VOTACIÓN ADELANTADA. Que el sitio de votación principal para la votación adelantada será el Centro de Justicia del Condado de Bexar situado a 300 Dolorosa, San Antonio, Texas. Que este y otros sitios de votación para votar adelantada para la Elección General conjunto se han establecido por la administradora de elecciones del Condado de Bexar por virtud del contrato de servicios adjunta como anexo "C" con esta ordenanza.

Que las fechas y horas para la votación adelantada mediante acto de presencia serán:

Lunes, 27 de Abril, a través del Viernes, 1 de Mayo, 2015.....8:00 a.m. a 6:00 p.m.
Sábado, 2 de Mayo, 20158:00 a.m. a 8:00 p.m.
Domingo, 3 de Mayo, 2015CERRADO
Lunes, 4 de Mayo y Martes, 5 de Mayo, 20158:00 a.m. a 8:00 p.m.
(Horario sujeto a cambiar)

SECCIÓN 7. SITIO DE VOTACIÓN. Que se establezcan los sitios de votación para los precintos en la Ciudad de Helotes para tal elección por virtud del contrato de servicios de elección adjunto como anexo "C" con esta ordenanza.

SECCIÓN 8. SISTEMA DE VOTACIÓN. Que el voto en tal elección, incluyendo el voto en votación adelantado, será por el uso de máquinas mecánicas de votación con grabación directa para votar en sitios de votación y para el recuento de las boletas en tal elección. Las máquinas de votación serán proveídos como establecido en el contrato de servicios de elección (anexo "C") con la administradora de elecciones del Condado de Bexar, Jacqueline L. Callanen; el sistema de votación previamente haber sido debidamente aprobados por el Secretario del Estado de Texas y certificado previamente por el Departamento de Justicia de los Estados Unidos basado en la presentación del Procurador General del Estado de Texas.

SECCIÓN 9. GUARDIÁN. El Consejo nombra a la Secretaria de la Ciudad como el guardián de documentos electorales y agente al Consejo para realizar las tareas relacionadas con la conducta y el mantenimiento de documentos electorales según se requiere en el Código de Elección de Texas durante el período terminado no antes de sesenta (60) días después de la elección.

SECCIÓN 10. AVISO. Aviso de elección, adjunta como anexo "B", indicando en sustancia el contenido de esta orden, será publicado una vez en los idiomas español e inglés en un periódico publicado dentro del territorio de la Ciudad al menos 10 días y no más de 30 días antes de la elección y como mas puede ser requerido por el Código de Elección de Texas. El aviso de elección también se fijará sobre el tablero de anuncios situado en la casa de ayuntamiento de la Ciudad de Helotes y en el sitio de internet de la Ciudad de Helotes que son utilizados por la Ciudad para enviar avisos de las reuniones de la Ciudad no más tarde de 21 días antes de la elección, o si cae en un fin de semana o día de vacaciones, entonces en el primer día de negocio después. Excepto como sea proveído en el contrato con el Condado de Bexar para servicios de elección (anexo "C"), el alcalde deberá emitir todas las órdenes necesarias y mandamientos para la elección general conjunta.

SECCIÓN 11. VOTANTES. Todos los votantes residente calificados de la Ciudad de Helotes podrán dar un (1) voto por un candidato en cada posición para Alcalde, Miembro del Consejo Lugar 3, y Miembro del Consejo Lugar 5 en tal elección. Además, los materiales de elección como se describe en la Sección 272.005, Código de Elección de Texas, se imprimirán en inglés como en español para su uso en los sitios de votación y para la votación adelantada para tal elección.

SECCIÓN 12. ESCRUTINIO. Que el Consejo convocar una sesión regular o especial entre Mayo 12 – 20, 2015 para hacer un escrutinio de los resultados de tal elección en conformidad con el Código de Elección del Estado.

SECCIÓN 13. AUTORIZACIÓN. El Alcalde está autorizado a firmar la orden de elección y el aviso de elección regular como es prescrito por el Estado de Texas y el contrato para servicios de elección adjunta como anexo "C" en esta ordenanza y en el nombre del Consejo de la Ciudad. El aviso de elección regular se publicará de conformidad con las disposiciones del Código de Elección de Texas.

SECCIÓN 14. DIVISIBILIDAD. Si cualquier parte, sección, sub-sección, párrafo, frase, cláusula o frase contenida en esta ordenanza se declare inconstitucional o de ninguna fuerza y efecto, tal declaración no afectará a la validez del parte restante de esta ordenanza, pero en todos los aspectos, tal porción restante deberá ser y seguir siendo en plena vigencia y efecto.

SECCIÓN 15. FECHA DE VIGENCIA. Que esta ordenanza será efectiva inmediatamente después de la adopción.

PASADA Y APROBÓ este día 22 Enero 2015.

Thomas A Schoolcraft, Alcalde
Ciudad de Helotes, Texas

DECLARAR:

Grace Tamez
Secretaria de la Ciudad

Anexo "A"

AW1-2
Prescribed by Secretary of State
Sections 3.004, 3.006, 4.008, 85.004, 85.007 Texas Election Code
9/2009

ORDEN DE ELECCIÓN PARA MUNICIPIOS

Por la presente se ordena que se llevará a cabo una elección el día 9 de Mayo 2015 con el propósito de: elegir miembros del Consejo Municipal para un Alcalde, un (1) Miembro del Consejo Lugar 3, y un (1) Miembro del Consejo Lugar 5.

La votación adelantada en persona se llevará a cabo de lunes a viernes en varios lugares en el Condado de Bexar, incluyendo:

Localidad Principal de Votación Adelantada

*Bexar County Justice Center
300 Dolorosa
San Antonio, TX 78207
(sótano, lado sur, frente de la cafetería)*

Localidad de Votación Adelantada

*Helotes City Hall
12951 Bandera Road
Helotes, TX 78023*

Día y hora para la votación adelantada por acto de presencia será el siguiente:

*Lunes, Abril 27 a Viernes, Mayo 1 8:00 a.m. a 6:00 p.m.
Sábado, Mayo 2 8:00 a.m. a 8:00 p.m.
Domingo, Mayo 3 Cerrado
Lunes, Mayo 4 y Martes Mayo 5 8:00 a.m. a 8:00 p.m.
(sujeto a cambio)*

La solicitud para la boleta para votación adelantada por correspondencia se deberá enviarse a:

*Jacquelyn F. Callanen
Bexar County Elections Administrator
203 W. Nueva, Suite 3.61
San Antonio, TX 78207-4505*

La solicitud para boleta para votación adelantada por correspondencia debe ser recibida por el Administrador de Elección del Condado de Bexar no mas tarde del cierre del negocio (5:00 p.m.) el 24 de Abril, 2015 si entrego en persona ye no mas tarde del cierre del negocio el 30 de Abril 2015 si es entregada por correo.

Emitida este día 22 de Enero 2015.

Firma del Alcalde:

Thomas A. Schoolcraft

Nota de instrucción: Se deberá entregar una copia de esta orden de elección al/a la Secretario(a) del Condado/Administrador(a) de Elecciones y el/la Registrador(a) de Votantes a más tardar 60 días antes del día de elección.

AVISO DE ELECCIÓN GENERAL

A los votantes registrados de la Ciudad de Helotes, Texas:

Notifíquese por las presente, que los sitios de votación citados abajo se abrirán desde las 7 a.m. hasta las 7 p.m. en el 9 de Mayo de 2015 para votar en la Elección General para elegir miembros del Consejo Municipal para un Alcalde, un (1) Miembro del Consejo Lugar3, y un (1) Miembro del Consejo Lugar 5.

DIRECCIÓN DE SITIOS DE VOTACIÓN:

Precinto Núm. 2154	SA MUD #1 16450 Wildlake
Precinto Núm. 2101 Núm. 2095	O'Connor High School 12221 Leslie Road
Precinto Núm. 3106 Núm. 3008 Núm. 3158 Núm. 3160	Helotes Elementary 13878 Riggs Road

La votación adelantada mediante acto de presencia se llevará a cabo en la Localidad Principal de Votación Adelantada, Bexar County Justice Center, 300 Dolorosa, San Antonio, TX 78205, la localidad principal, y también en varios localidades incluyendo el Ayuntamiento de Helotes, 12951 Bandera Road, Helotes, TX 78023. La lista completa es disponible en www.helotes-tx. Las horas y fechas de votación adelantada serán:

Lunes, 27 de Abril, a través del Viernes, 1 de Mayo8:00 a.m. a 6:00 p.m.
Sábado, 2 de Mayo8:00 a.m. a 8:00 p.m.
Domingo, 3 de MayoCerrado
Lunes, 5 de Mayo, y Martes, 6 de Mayo.....8:00 a.m. a 8:00 p.m.

La solicitud para la boleta para votación adelantada por correspondencia se deberá enviarse a:

Early Voting Clerk
Jacquelyn F. Callanen, Elections Administrator
203 W Nueva Street, Suite 3.61
San Antonio, Texas 78207

La solicitud para boleta para votación adelantada por correspondencia debe ser recibida al fin de las horas de negocio (5:00 p.m.) el 24 de Abril 2015 si se entrega en persona y al cerrar las puertas de negocio en el 30 de Abril 2015 si se entrega por correo.

Emitida este día 22 de Enero 2015.

Thomas A. Schoolcraft, Alcalde
Ciudad de Helotes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS ADDING ARTICLE VI. *VEHICLE IMPOUNDMENT* TO CHAPTER 86 *TRAFFIC AND VEHICLES* OF THE MUNICIPAL CODE OF ORDINANCES TO CODIFY AND AMEND ORDINANCE NO. 397; AUTHORIZING THE MAYOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS ORDINANCE; PROVIDING A PENALTY; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; REQUIRING PUBLICATION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of City of Helotes, Texas wishes to codify and amend Ordinance No. 397, *Authority to Impound Vehicles*, by clarifying a police officer’s authority to impound a motor vehicle stopped for a traffic law violation if the vehicle’s owner or operator fails to show evidence of financial responsibility and providing for a penalty.

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

SECTION ONE. *Amendment.* Article VI. *Vehicle Impoundment* is added to Chapter 86 *Traffic and Vehicles* of the Municipal Code of Ordinances to read as follows:

“ARTICLE VI. *VEHICLE IMPOUNDMENT*

Sec. 86-100. Definitions.

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

Currently operable condition means presently capable of being lawfully operated on the streets and highways of this State; being currently registered with proper license plates displayed; having a current safety inspection; and being in running condition without the necessity of first being repaired such as, but not limited to, the inflating of tires or charging of the battery.

Hook-up shall mean the completed connection of chain hooks or the tie-down of wheels to a wheel lift, completing the connection of the tow truck to the vehicle to be towed, not to include the actual lifting of the vehicle to be towed.

Place maintained by any governmental entity means and includes, but is not limited to, a street, alley, highway, park or public parking area including the grounds of a public school.

State of good repair means the absence of such items as broken glass, substantial body damage (including, but not limited to, crushed or missing fenders, body panels, doors, hoods, or trunk deck) or missing parts otherwise necessary for operable condition.

Tow service shall mean a person engaged in the business of a wrecker or towing service, whereby motor vehicles are towed or otherwise removed at the direction of officers of the City Police Department by the use of a wrecker or motor vehicle designed for that purpose.

Vehicle means and includes a motor vehicle, trailer, wagon, boat or other similar item.

Vehicle storage facility means the City's designated vehicle impoundment lot.

Wrecked motor vehicle shall mean a motor vehicle not capable of, or safe for, self-propulsion.

Sec. 86-101. Authority to impound vehicles.

- (a) Any vehicle in violation of this ~~Ordinance~~ Article or the laws of the State of Texas may be towed to the City's Impound Lot. ~~Any motor vehicle towed and impounded may be claimed or recovered after payment to the City of all Impound Fees.~~
- (b) *Vehicles Constituting a Public Nuisance.* The Police Chief or any Helotes police officer employed or contracted by the City may take into custody and impound any vehicle constituting a public nuisance.
- (c) A motor vehicle may be impounded, with or without citation, without giving notice to its owner under the following circumstances:
 - (1) When the vehicle is impeding, or is likely to impede, the normal flow of vehicular or pedestrian traffic;
 - (2) When, in the police officer's judgment, the vehicle poses an immediate danger to the public safety;
 - (3) When a Helotes police officer or other agent authorized by the City has probable cause to believe that the vehicle constitutes evidence of a crime or contains evidence of a crime, if impoundment is reasonably necessary to obtain or preserve such evidence;
 - (4) When the person driving, operating, or in physical control of the vehicle is taken into custody and the vehicle is impounded for safe keeping;
 - (5) When the vehicle is parked in a handicap zone when said vehicle does not properly display a handicapped parking permit;
 - (6) When the vehicle is parked in the right-of-way of the public roadways of the City, when such rights-of-way have signs posted in accordance with applicable State Law stating that parking is prohibited in such rights-of-way; and
 - (7) When the vehicle is obstructing municipal emergency equipment.
 - (8) When the vehicle is stopped by a police officer for an alleged violation of a City or State traffic law or other law applicable to the operation of a vehicle on the roadway and the vehicle's owner or operator fails to show evidence of financial responsibility, as required under Chapter 601 of the Texas Transportation Code, as amended.
- (d) Unattended vehicles in public places. No person shall allow a vehicle to remain unattended in any place maintained by any governmental entity for a period of time in excess of forty-eight hours. A peace officer or other City official designated to enforce parking laws and regulations may take into custody any vehicle found to be in violation

of this Subsection. Prior to taking a violating vehicle into custody, a notice of violation shall be securely attached to the vehicle for a minimum of forty-eight hours, specifying the violation, the date, the approximate time, and the location of the violation.

- (e) No person shall park or allow a vehicle to remain in any place maintained by any governmental entity unless such vehicle is currently in operable condition or in a state of good repair. A peace officer or other City official designated to enforce parking laws and regulations may take into custody any vehicle found in violation of this Subsection.

Sec. 86-102. Notice of impoundment.

Within five (5) business days after a vehicle has been impounded, the Chief of Police shall send written notice to the owner of the impounded vehicle at his or her last known address, as shown by the records of the Department of Public Safety. If the owner is unknown to the Chief of Police or an address cannot be found, the Chief of Police shall publish, at least once in the City's official newspaper, notice of the impoundment, the license number of the vehicle, the motor vehicle number of the impounded vehicle, and the name and type of vehicle impounded.

Sec. 86-103. ~~Release of Towed~~ impounded vehicle.

~~Once all impound fees are paid in full, the City may release the vehicle to the registered owner. The towing company shall receive all fees incurred in the towing of such vehicle in accordance with the terms of the towing contract with the City.~~

Any motor vehicle towed and impounded may be claimed or recovered after payment to the City of all Impound Fees.

- (a) Release to owner. Impounded motor vehicles shall be released by the Police Department or the operator of the Police Department's vehicle storage facility, after payment is made of any towing or storage charges or fees, and only upon receipt of one (1) of the following:
- (1) Submission of certificate of title or other satisfactory proof that the person applying for the release is the owner of the vehicle.
 - (2) Submission of the certificate of title and of a current power of attorney duly executed by the owner requesting release to the person named therein and presenting same.
- (b) Release of impounded vehicle to lienholder. A motor vehicle which has not been claimed by the owner after ten (10) days of impoundment (including the day the vehicle arrived at the storage facility) and after the mortgage note is thirty (30) days delinquent, shall be released to the claimant identifying himself as lienholder or agent of the lienholder named on the certificate of title upon the submission of a surety bond from a city licensed corporate surety firm which shall indemnify, save and hold harmless the city from all damage, liability, costs, attorney's fees, expenses, actions, judgments and special proceedings that may arise, accrue or be brought against the city by reason of releasing the vehicle to the bonded vehicle claimant, up to the amount of the bond, and upon payment of towing charges and storage fees.
- (c) The terms "motor vehicle," "lien," "owner," "mortgagee," "mortgagor," and "certificate of title" used herein shall have the same meanings as defined in Vernon's Ann. Civ. St. art. 6687-1.

(d) Nothing herein shall prevent the release of any motor vehicle by any person upon the service of an order or judgment directing such release by a court of competent jurisdiction.

Sec. 86-104. Sale of vehicle.

If, after the expiration of sixty (60) days after mailing or publishing required notices, the vehicle is not redeemed by the owner or the owner's agent, the City shall proceed to sell the impounded vehicle at public auction after first giving at least twenty (20) days notice of such sale by publication in the City's official newspaper of the time and place of the sale. The notice shall describe the vehicle to be sold, with reasonable certainty, by manufacturer's trade name or make, motor vehicle number, license number, and any other identifying information, and the notice shall state to whom, if anyone, the records of the Department of Public Safety show the car belongs and, if the name of the owner is unknown, that fact shall be stated in the notice. If the name of the owner is known, the City shall send that person a copy of the published notice immediately after publication of the notice. The City shall credit any money it receives after the sale to the City's general fund. At any time within one (1) year after the sale, if the former owner of the vehicle which has been sold appears, upon application to the City Council and presentation of satisfactory proof that the person was the owner of the vehicle sold, that person shall be paid the proceeds of such sale, less the necessary expenses thereof, and less applicable towing, impounding, and storage charges.

Sec. 86-105. Fees

All fees shall be paid at the time the vehicle is released. The fees shall be as prescribed in the most recent adopted Fee Schedule, Section K, *Impound Fees*, as amended by the City Council.

Sec. 86-106. Towing Company.

The City may remove, or contract with one or more towing companies to remove, a vehicle in accordance with this Article. The City, its agents, and its employees shall not be responsible for any damage to the vehicle during towing and impoundment under this ~~Ordinance~~ Article or State Law. “

SECTION TWO. *Authorization.* The City Council of the City of Helotes authorizes the Mayor to take all necessary steps to implement the provisions of this Ordinance.

SECTION THREE. *Findings.* The City Council finds all of the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

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

SECTION FIVE. *Effective Date.* This Ordinance shall be effective immediately upon the approval of the City Council and publication in the manner prescribed by Tex. Loc. Gov't. Code Ann. Sec. 52.011.

PASSED AND APPROVED this ____ day of _____ 2015.

Hon. Thomas A. Schoolcraft
Mayor

ATTEST:

Grace Tamez
City Secretary

K. IMPOUND FEES AND TOWING SERVICE RATES

Description	Unit Price
Fees:	
Impound Fee	\$207.25
Daily Fee (after 24 hours)	\$20.65
Certified Administrative Fees	\$25.95
Rate charge for towing vehicles up to and including 25 feet in length (light duty) within City.	\$120.00 flat rate.
Rate charge for towing vehicles greater than 25 feet in length (medium duty) within City.	\$205.00 flat rate.
Rate charge for heavy duty towing (large commercial trailers, tractors, etc.) within City.	\$400.00 per hour. 2 hour minimum
Rate charge for towing municipal vehicles. City vehicles must be transported by flat bed or wheel lift. Sling-type lifts may not be used to transport City vehicles.	\$0.00 flat rate.
Rate charge for repairing / replacing flat tires on municipal vehicles.	\$0.00 flat rate.
Per mile charge for towing vehicles located outside the City and its ETJ, up to the City's ETJ limits. Above rate charges apply thereafter.	\$3.00 per mile. Light duty. \$3.50 per mile. Medium duty.
Rate charge for towing recreational vehicles, such as motorcycles, within City.	\$120.00 flat rate.
Rate charge for towing vehicles on a tilt bed.	\$120.00 flat rate.
Rate charge for off-road and / or winch-out recovery.	\$100.00 per hour. Light duty. \$150.00 per hour. Medium duty. \$400.00 per hour. Heavy duty.
Rate charge to disconnect and reconnect drive shaft.	\$30.00 flat rate. Light duty. \$35.00 flat rate. Medium / Heavy duty.
Rate charge to upright vehicles.	\$100.00 per hour. Light duty. \$150.00 per hour. Medium duty. \$400.00 per hour. Heavy duty.

Tandem axle diesel tractor, including driver.	\$150.00 per hour.
Heavy duty supervisor.	\$400.00 per hour.
Landoll trailer or flat bed service.	\$120.00 per hour.
53' or 48' tandem axle enclosed dry box trailer or refrigerated trailer, including cleanout charge.	\$180.00 per day.
Air cushion.	\$280.00 per hour.
Tanker air bag.	\$280.00 per hour.
Emergency response box trailer.	\$210.00 per hour.
16' to 20' flat bed trailer.	\$95.00 per hour.
Emergency response fuel recovery trailer.	\$210.00 per hour.
Skid loader.	\$210.00 per hour.
Skid loader with broom attachment.	\$320.00 per hour.
Roll-off box.	\$85.00 per hour.
Vacuum truck (80 to 167 barrels).	\$210.00 per hour.
Dump truck (12 to 40 yards).	\$320.00 per hour.
Backhoe; Extend-a-hoe.	\$260.00 per hour.
Backhoe; 4-wheel drive extend-a-hoe.	\$320.00 per hour.
Backhoe.	\$180.00 per hour.
Equipment mobilization and demobilization for skid loader, skid loader with broom attachment, roll-off box, vacuum truck, dump truck, backhoe, extend-a-hoe, and 4-wheel drive extend-a-hoe.	\$120.00 per item.
Torches.	\$80.00 per initial half hour. \$40.00 per ¼ hour thereafter.
Auxiliary lighting and power plants.	\$97.50 per initial half hour. \$50.75 per ¼ hour thereafter.
Saws, all varieties.	\$75.00 per initial half hour. \$35.00 per ¼ hour thereafter.
Lumper fees.	\$35.00 per hour per person.
Dollie fees.	\$30.00 flat rate.
All other special equipment.	5% mark-up above actual cost.
Reimbursement to City:	
Reimbursement, paid monthly, to City of Helotes for City-dispatched light-, medium-, heavy-, and / or recreational vehicle tow.	\$35.00 per vehicle.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS AMENDING ORDINANCE NO. 390, A PROFESSIONAL SERVICES CONTRACT BETWEEN LNV, INC. AND THE CITY OF HELOTES FOR PROFESSIONAL SERVICES AS CITY ENGINEER; SPECIFYING SERVICES AND ASSOCIATED FEES; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Helotes, Texas desires to amend Ordinance No. 390 approving a Professional Services Contract between LNV, Inc. and the City of Helotes in order to preserve and protect the public health, safety, and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HELOTES THAT:

Section 1. Amendment. Ordinance No. 390 approving a Professional Services Contract between LNV, Inc. and the City of Helotes, attached hereto as Exhibit One, be amended to reflect revised terms of service.

Section 2. Authorization. As approved by the municipal governing body, the Mayor of the City is authorized to execute a Professional Services Agreement with LNV, Inc. for professional services as City Engineer for the City of Helotes.

Section 3. Agreement. The terms of employment are as included in Exhibit "One" to this Ordinance and titled "Professional Services Agreement", with said Agreement and the recitals thereto being incorporated herein by reference as if fully copied and set forth at length. The City Engineer will have no specified term of office, but will serve at the will and pleasure of the City Council and Mayor, subject to the terms of the Agreement.

Section 4. Severability. Should any article, section, part, paragraph, sentence, phrase, clause, or word of this Ordinance for any reason be held illegal, inoperative, or invalid, or if any exception or limitation upon any general provision herein continue to be held unconstitutional, invalid, or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without that portion held to be unconstitutional or invalid or ineffective.

Section 5. Open Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance was adopted was open to the public and public

notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was published accordingly as required by Texas Local Government Code Chapter 551.

Section 6. Repealer. This Ordinance repeals other ordinances or resolutions, or parts of ordinances or resolutions, in conflict herewith.

Section 7. Effective Date. The agreement for employment, attached as Exhibit "One" hereto, shall be effective immediately.

PASSED AND APPROVED THIS ___ DAY OF _____, 2015.

CITY OF HELOTES, TEXAS

Hon. Thomas A. Schoolcraft, Mayor

ATTEST:

Grace Tamez, City Secretary

**PROFESSIONAL SERVICES CONTRACT §
STATE OF TEXAS §
COUNTY OF BEXAR §**

Exhibit One

This Agreement is made and entered into by and between the City of Helotes (City), acting by and through its Mayor, and LNV Inc. (the “Engineer”), 8918 Tesoro Drive, Suite 401, San Antonio, Texas 78217.

Purpose

The purpose of this Agreement is to state the terms and conditions under which the City Engineer shall perform professional services for the City.

Description of Services

The City Engineer shall work with and at the request of City Staff and Officials to provide the following Scope of Services:

- 1) Assist/Advise Council, Planning and Zoning Commission, and Board of Adjustment on various related matters, as may be requested by the City Administrator or Mayor;
- 2) Review plats and replats for compliance to City Code;
- 3) Conduct inspections for Certificates of Occupancy, Signage Plans, and Applications, upon request;
- 4) Inspect streets and drainage, making recommendations to the Council and Staff;
- 5) Review plans and conduct inspections for all commercial building construction, residential remodeling, swimming pools, drive approaches, and secondary buildings, as requested; and
- 6) Perform other services requested by the City and its Staff and Officials.

Fees.

The Fee Schedule is as included in Exhibit “A” attached to this Agreement. The City Engineer agrees to provide the Scope of Services in exchange for fees outlined within the Fee Schedule.

The City Engineer shall be reimbursed for those expenses incurred for the exclusive benefit of the City. Other expenses, including, but not limited to, professional license fees, membership fees, and mileage, are not reimbursable.

The City Engineer shall provide a monthly invoice for the Scope of Services and any additional services performed by City Engineer or costs incurred in rendering those services to the City justifying the above fees. The City shall remit payment within thirty (30) days of the invoice date.

Term and Effective Date

The term of this Agreement shall begin upon execution and will remain in effect. Either party may terminate this Agreement after 30 days written notice. This Agreement does not provide, in any way, exclusive right to all engineering services for the City of Helotes. The City reserves the right to contract with any other engineers, as Council deems necessary.

Insurance

It is expressly understood and agreed that the City Engineer shall maintain insurance and furnish evidence of such in the following amounts:

<u>Type:</u>	<u>Amount:</u>
Workers Compensation and Employers Liability	Statutory: \$500,000 each occurrence
Commercial General Liability	Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000 per occurrence (or equivalent)
Business Automobile	Combined Single Limit for Bodily Injury and Property Damage: \$500,000 (or equivalent)
Professional Liability	\$1,000,000 per claim to pay on behalf of the insured all sums which insured shall become legally obligated to pay as damages by reason of an act, malpractice, error, or omission in professional services.

City Engineer shall provide proof of insurance at the City's reasonable request.

Indemnity

Engineer agrees to protect, indemnify, and save harmless City, City Staff and Officials, their respective agents, servants, employees, successors and assigns from and against all claims, losses, liabilities, damages, costs, expenses, demands, judgments, and causes of action of every kind and character for personal injury to or death of any person, or damage to property of any person, including without limitation, Engineer, Engineer's agents, servants, and employees, as well as Subcontractors and the agents, servants, and employees of Subcontractors, to the extent that the claim, loss, liability, damage, cost, expense, demand, judgment or cause of action shall have resulted from or in any manner arises out of or in connection with the negligence or willful misconduct of Engineer or Subcontractors or breach of this Agreement by Engineer.

Independent Contractor

It is expressly understood and agreed that the City Engineer is and shall be deemed to be an Independent Contractor, responsible for his respective acts or omissions, and that the

City shall, in no way, be responsible thereto, and that neither party hereto has the authority to bind the other or to hold out to third parties that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating a relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship between the parties hereto. Therefore, as an Independent Contractor, the City Engineer is not entitled to employee benefits and is completely responsible for any and all tax payments.

Changes and Amendments

It is understood and agreed by the parties that changes in local, State, and Federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation, or law.

Third Party Rights

It is understood and agreed by the parties that no person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

Governing Law

This Agreement is governed by the laws of the State of Texas.

Derek Naiser, P.E., C.F. M.
Senior Engineer

Date

Thomas A. Schoolcraft, Mayor
City of Helotes, Texas

Date

Exhibit A.

October 11, 2012



Solutions Today with a
Vision for Tomorrow

engineers | architects | contractors

Updated Fee Schedule for City of Helotes

Personnel Classification	Personnel	Fees		LNV Standard Fees (Effective January 1, 2012)
		Current Fees (2008 Rates)	Proposed Fees	
Senior Engineer	Derek Naiser, P.E., CFM Julian Bielawski, P.E.	\$149.00/hr. \$149.00/hr	\$164.00/hr. \$164.00/hr.	\$164.00/hr.
Registered Surveyor	Brett Walker, R.P.L.S.	\$113.00/hr.	\$128.00/hr.	N/A
Certified Floodplain Manager	Joseph duMenil, CFM			
Project Engineer	Byron Sanderfer, P.E., CFM Jeff Reck, P.E., C.F.M. Bryan Spina, P.E.	\$108.00/hr.	\$123.00/hr.	\$146.00/hr.
Engineer IV	Harrison Hudson, PE	\$95.00/hr.	\$108.00/hr.	\$118.00/hr.
Engineer II	Steven Thai, E.I.T.	\$80.00/hr.	\$85.00/hr.	\$100.00/hr.
Design Technician		\$75.00/hr.	\$84.00/hr.	\$87.00/hr.
CADD Technician		\$65.00/hr.	\$70.00/hr.	\$77.00/hr.
Survey Crew (2-Man Crew)		\$140.00/hr.	\$160.00/hr.	\$171.00/hr.
Survey Crew (3-Man Crew)		\$180.00/hr.	\$192.00/hr.	\$210.00/hr.
Clerical	Jaime Rackley	\$55.00/hr.	\$60.00/hr.	\$65.00/hr.

The following rates will remain the same:

Residential Preliminary Plat (Base)	\$315 per plat
Residential Final Plat (Base)	\$315 per plat
Lot fee in addition to base	
1-20 Lots	\$22 per lot
21-100 Lots	\$16 per lot
101 or more	\$11 per lot

Residential Street & Drainage Plan Review:	
1-50 lots	\$500
51 or more	\$750

Commercial Preliminary Plat (Base)	\$315 per plat
Commercial Final Plat (Base)	\$315 per plat
Plus	\$200 per acre

The proceeding fees will be updated annually and will be in effect from October 1 through September 30 of each year.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS APPROVING THE TERMS OF A PROFESSIONAL SERVICES CONTRACT BETWEEN RENE C. PINA AND THE CITY OF HELOTES FOR PROFESSIONAL SERVICES AS CITY ARBORIST; SPECIFYING SERVICES AND ASSOCIATED FEES; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Helotes, Texas desires to approve the terms of a Professional Services Contract between Rene C. Pina and the City of Helotes for professional services as City Arborist.

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

Section One. Authorization. The Mayor of the City of Helotes is hereby authorized to execute an Agreement, attached hereto as Exhibit "One", with Rene C. Pina for professional services as City Arborist for the City of Helotes.

Section Two. Agreement. The terms of employment are included in Exhibit One, attached to this Ordinance and titled "Professional Services Agreement", with said Agreement and the recitals thereto being incorporated herein by reference as if fully copied and set forth at length. The City Arborist shall have no specified term of office, but will serve at the will and pleasure of the City Council.

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

Section Four. Open Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was posted in accordance with Texas Local Government Code Chapter 551.

Section Five. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section Seven. Findings. The City Council finds all of the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

Section Eight. Effective Date. The Professional Services Agreement, attached hereto as Exhibit One, shall be effective immediately.

PASSED AND APPROVED THIS ___ DAY OF _____, 2015.

CITY OF HELOTES, TEXAS

Hon. Thomas A. Schoolcraft, Mayor

ATTEST:

Grace Tamez, City Secretary

This Agreement is entered into by and between the City of Helotes, Texas (the “City”), acting by and through the Mayor, and Rene C. Pina (the “Arborist”), having his principal place of business at 7380 Grissom Rd., San Antonio, Texas 78251.

Purpose

The purpose of this Agreement is to state the terms and conditions under which the City Arborist shall perform professional services.

Description of Services

The City Arborist shall work, at the request of the City Administrator and with City Staff and Officials to provide horticultural / arborist services for the City. The City Arborist will review and approve plans in compliance with the City’s tree preservation and landscape regulations and as follows:

Scope of Services:

- Provide professional services in accordance with the City’s tree preservation and landscape regulations;
- Review subdivision, site, and landscape plans for compliance with the City’s tree preservation and landscape regulations;
- Confer with architects, developers, and / or contractors regarding tree preservation techniques and acceptable tree protection methods during construction;
- Administer tree removal permits;
- Perform site plan review and field work, consisting of:
 - Predevelopment site inspections;
 - Verification of existing trees and landscapes;
 - Verification and review of tree preservation plans; and
 - Site inspections and meetings, as necessary;
- Inspect and approve landscape improvements for compliance with plan specifications;
- Assist applicants to determine tree preservation plans and calculate the number of replacement trees;
- Inspect the installation of tree protection and tree removal measures;
- Inspect sites before a Certificate of Occupancy is issued to ensure new plantings meet the minimum requirements;
- Provide technical and resource assistance for revisions to the tree preservation and landscape regulations; and
- Any other services requested by the City.

Term and Effective Date

The term of this Agreement shall begin upon execution and will remain in effect until terminated by either party. Such termination shall require a minimum of thirty (30) days written notice.

Payment

Payment to the City Arborist shall be paid in monthly payments in amounts as follows:

New Construction –

- Residential (tree and landscape plan review and approval).....\$75.00 / hr.
- Commercial (tree and landscape plan review and approval).....\$75.00 / hr.

Existing Construction –

- Residential (tree and landscape plan review and approval).....\$75.00 / hr.
- Commercial (tree and landscape plan review and approval).....\$75.00 / hr.
- Oak Wilt Inspections / Consulting.....\$75.00 / hr.

\$0.50 per mile for site visits.

The City Arborist shall provide a monthly invoice to the City justifying the abovementioned fees. The City shall remit payment within thirty (30) days of the invoice date.

Insurance

It is expressly understood and agreed that the City Arborist shall maintain insurance and furnish evidence of such in the following amounts:

<u>Type:</u>	<u>Amount:</u>
Workers Compensation and Employers Liability	Statutory: \$500,000 each occurrence
Commercial General Liability	Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000 per occurrence (or equivalent)
Business Automobile	Combined Single Limit for Bodily Injury and Property Damage: \$500,000 (or equivalent)
Professional Liability	\$1,000,000 per claim to pay on behalf of the insured all sums which insured shall become legally obligated to pay as damages by reason of an act, malpractice, error or omission in professional services.

Indemnity

City Arborist agrees to protect, indemnify, and save harmless City, City Staff and Officials, their respective agents, servants, employees, successors and assigns from and against all claims,

losses, liabilities, damages, costs, expenses, demands, judgments, and causes of action of every kind and character for personal injury to or death of any person, or damage to property of any person, including without limitation, City Arborist, City Arborist's agents, servants, and employees, as well as Subcontractors and the agents, servants, and employees of Subcontractors, to the extent that the claim, loss, liability, damage, cost, expense, demand, judgment or cause of action shall have resulted from or in any manner arises out of or in connection with the negligence or willful misconduct of City Arborist or Subcontractors or breach of this Agreement by City Arborist.

Independent Contractor

It is expressly understood and agreed that the City Arborist is and shall be deemed to be an Independent Contractor, responsible for his respective acts or omissions, and that the City shall, in no way, be responsible thereto, and that neither party hereto has the authority to bind the other or to hold out to third parties that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating a relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship between the parties hereto. Therefore, as an Independent Contractor, the City Arborist is not entitled to employee benefits and is completely responsible for any and all tax payments.

Changes and Amendments

It is understood and agreed by the parties that changes in local, State, and Federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

Third Party Rights

It is understood and agreed by the parties that no person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

Governing Law

This Agreement is governed by the laws of the State of Texas.

Rene C. Pina, City Arborist

Date

Thomas A. Schoolcraft, Mayor

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS AMENDING ORDINANCE NO. 485, A PROFESSIONAL SERVICES AGREEMENT BETWEEN SUSAN WOOTTON AND THE CITY OF HELOTES, FOR EMPLOYMENT AS A CITY TREASURER; SPECIFYING SERVICES AND ASSOCIATED FEES; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Helotes, Texas desires to amend Ordinance No. 485 approving a professional services agreement between Susan Wootton and the City of Helotes for employment as a City Treasurer.

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

Section One. Amendment. Ordinance No. 485, a Professional Services Agreement between City Treasurer Susan Wootton and the City of Helotes, attached hereto as Exhibit "One" and titled "Professional Services Agreement" be amended to reflect changes in the terms of the Agreement.

Section Two. Authorization. The Mayor of the City of Helotes is hereby authorized to execute an Agreement, attached hereto as Exhibit One, with Susan Wootton for professional services as City Treasurer of the City of Helotes.

Section Three. Agreement. The terms of employment are included in Exhibit One, attached to this Ordinance and titled "Professional Services Agreement", with said Agreement and the recitals thereto being incorporated herein by reference as if fully copied and set forth at length. The City Treasurer shall have no specified term of office, but will serve at the will and pleasure of the City Council.

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

Section Five. Open Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was posted in accordance with Texas Local Government Code Chapter 551.

Section Six. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section Seven. Findings. The City Council finds all of the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

Section Eight. Effective Date. The Professional Services Agreement, attached hereto as Exhibit One, shall be effective immediately.

PASSED AND APPROVED THIS ___ DAY OF JANUARY, 2015.

CITY OF HELOTES, TEXAS

Hon. Thomas A. Schoolcraft, Mayor

ATTEST:

Grace Tamez, City Secretary

Exhibit One

PROFESSIONAL SERVICES CONTRACT §
STATE OF TEXAS §
COUNTY OF BEXAR §

This Agreement is entered into by and between the City of Helotes, Texas (the “City”), acting by and through the Mayor, and Susan Wootton (the “Treasurer”), having her principal place of business at P.O. Box 56, St. Hedwig, Texas 78152.

Purpose

The purpose of this Agreement is to state the terms and conditions under which the City Treasurer shall perform professional services.

Description of Services

The City Treasurer shall perform certain tasks on the City’s computer system. The City Treasurer shall work with and, at the request of City Staff and Officials, to provide the following scope of services:

Scope of Services:

- Perform and coordinate all activities and functions of the general ledger, fixed assets, finance, capital projects, and grants.
- Manage proper accounting of all City funds and sub-funds in accordance with the Generally Accepted Accounting Principles and the Governmental Accounting Standards Board.
- Establish and maintain a system of internal accounting and administrative controls for safeguarding all City assets.
- Prepare monthly financial statements and investment reports.
- Develop comprehensive Annual Financial Reports and Single Audit Reports, in compliance with the governmental accounting and auditing financial reporting standards.
- Perform year-end closing of the general ledger and coordinate the annual audit with outside auditors.
- Assist independent auditors with their annual review of financial records; prepare and provide support documentation; and answer questions concerning financial records and accounting practices.
- Perform cash flow analysis on project and bond fund balances, revenues, and / or ad valorem tax receipts; projected capital improvement program financing; and existing debt and future debt issuance.
- Prepare and review filings required by other government agencies to ensure compliance with Federal, State, and local regulations.
- Monitor the activities of all departments to ensure compliance and adherence to prescribed accounting policies and procedures.
- Prepare, review, and evaluate a variety of financial reports and statements, including general ledger, bank reconciliation, and budget variances, including monthly reports.

- Perform fixed asset accounting; maintain accurate fixed record assets; and provide statistics for capital and operating budgets.
- Assist in the annual preparation of the municipal budget, including attending public meetings, as necessary.
- Monitor expenditures to ensure compliance with approved appropriations and pertinent local, State, and Federal regulations.
- Perform monthly reconciliation of bank accounts for cash and investments.
- Perform related duties and responsibilities, as required.
- Due to the nature of the professional services to be provided by City Treasurer, the City agrees to provide City Treasurer with access to City's computer system and access to financial data.

Term and Effective Date

The term of this Agreement shall begin upon execution and will remain in effect until terminated by either party. Such termination shall require a minimum of thirty (30) days written notice.

Payment

The City Treasurer agrees to provide these services in exchange for the monthly fee amount of \$1,750.00.

In addition, the City Treasurer will be compensated at an additional rate of Fifty Dollars (\$50.00) per hour for required attendance at meetings or work sessions not described under Scope of Services above.

The City Treasurer shall be reimbursed for those expenses incurred for the exclusive benefit of the City. Other expenses, including, but not limited to, professional license fees, membership fees, and mileage are not reimbursable.

The City Treasurer shall provide a monthly invoice for the Scope of Services and any additional services performed by City Treasurer or costs incurred in rendering those services to the City justifying the above fees. The City shall remit payment within thirty (30) days of the invoice date.

Insurance

It is expressly understood and agreed that the City Treasurer shall maintain professional liability insurance and furnish evidence of such at the City's request.

Independent Contractor

It is expressly understood and agreed that the City Treasurer is and shall be deemed to be an Independent Contractor, responsible for his respective acts or omissions, and that the City shall, in no way, be responsible thereto, and that neither party hereto has the authority to bind the other or to hold out to third parties that it has the authority to bind the other. Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating a relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship between the parties hereto. Therefore, as an Independent Contractor, the City

Treasurer is not entitled to employee benefits and is completely responsible for any and all tax payments.

Changes and Amendments

It is understood and agreed by the parties that changes in local, State, and Federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

Third Party Rights

It is understood and agreed by the parties that no person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

Governing Law

This Agreement is governed by the laws of the State of Texas.

Susan Wootton, City Treasurer

Date

Thomas A. Schoolcraft, Mayor

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS AMENDING ORDINANCE NO. 499, A PROFESSIONAL SERVICES AGREEMENT BETWEEN BRUCE C. BEALOR AND THE CITY OF HELOTES, FOR EMPLOYMENT AS A CITY BUILDING OFFICIAL; SPECIFYING SERVICES AND ASSOCIATED FEES; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Helotes, Texas desires to amend Ordinance No. 499, approving a professional services agreement between Bruce C. Bealor and the City of Helotes, for employment as a City Building Official.

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

Section One. Amendment. Ordinance No. 499, approving a professional services agreement between City Building Official Bruce C. Bealor and the City of Helotes, attached hereto as Exhibit "One", be amended to reflect changes in the terms of the Agreement.

Section Two. Authorization. The Mayor of the City of Helotes is hereby authorized to execute an Agreement, attached hereto as Exhibit One, with Bruce C. Bealor for professional services as a City Building Official for the City of Helotes.

Section Three. Agreement. The terms of employment are included in Exhibit One, attached to this Ordinance and titled "Professional Services Agreement", with said Agreement and the recitals thereto being incorporated herein by reference as if fully copied and set forth at length. The City Building Official shall have no specified term of office, but will serve at the will and pleasure of the City Council.

Section Four. Severability. Should any article, section, part, paragraph, sentence, phrase, clause, or word of this Ordinance for any reason be held illegal, inoperative or invalid, or if any exception or limitation upon any general provision herein continue to be held unconstitutional, invalid or ineffective, the remainder shall, nevertheless, stand effective and valid as if it had been enacted and ordained without proportion held to be unconstitutional or invalid or ineffective.

Section Five. Open Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was posted in accordance with Texas Local Government Code Chapter 551.

Section Six. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section Seven. Findings. The City Council finds all of the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

Section Eight. Effective Date. The Professional Services Agreement, attached hereto as Exhibit One, shall be effective immediately.

PASSED AND APPROVED THIS ___ DAY OF JANUARY, 2015.

CITY OF HELOTES, TEXAS

Hon. Thomas A. Schoolcraft, Mayor

ATTEST:

Grace Tamez, City Secretary

Exhibit One

**PROFESSIONAL SERVICES CONTRACT §
STATE OF TEXAS §
COUNTY OF BEXAR §**

This Agreement is entered into by and between the City of Helotes (the “City”), acting by and through its Mayor, and Bruce C. Bealor (“City Building Official”), having his principal place of business at 409 Sky Forest, Hollywood Park, Texas, 78232.

Purpose

The purpose of this Agreement is to state the terms and conditions under which the City Building Official shall perform professional services.

Description of Services

The City Building Official shall work, at the request of City Staff and Officials, and provide the following building official services for the City of Helotes:

- Review applications for Certificates of Occupancy (CO) and perform inspections for same;
- Review applications for sign permits and perform inspections for same;
- Review plans and conduct inspections for all new residential and commercial developments;
- Review plans and conduct inspections for all commercial and residential remodeling;
- Attend City Council or committee meetings, as needed; and
- Enforce all Building Codes and ordinances.

The City Building Official shall be reimbursed for those expenses incurred for the City’s exclusive benefit. Other expenses, including, but not limited to, professional license fees, membership fees, and mileage are not reimbursable.

Term and Effective Date

The term of this Agreement shall begin upon execution and will remain in effect until terminated by either party. Such termination shall require a minimum of thirty (30) days written notice.

Payment

Payment to the City Building Official shall be paid in monthly payments in an amount as follows:

Certificate of Occupancy, review of application, and inspection of same.....	\$45.00
Sign permits, review of application, and inspection of same.....	\$45.00
Plan review for new residential and commercial.....	\$45.00 per hour
Inspection for new residential and commercial.....	\$45.00 per inspection
(frame and final inspections, which each includes electrical, plumbing, and mechanical inspections for residential projects, if completed at the same time, shall cost \$100.00 per inspection)	

Plan review for remodeling (commercial and residential).....\$45.00 per hour
 Inspection for remodeling (commercial and residential).....\$45.00 per inspection
 (frame and final inspections, which each includes electrical, plumbing, and mechanical
 inspections for residential projects, if completed at the same time, shall cost \$100.00 per
 inspection)

The City Building Official shall provide a monthly invoice to the City, at which time the City will remit payment during the next accounts payable cycle.

Insurance

It is expressly understood and agreed that the City Building Official shall maintain insurance and furnish evidence of such in the following amounts:

<u>Type:</u>	<u>Amount:</u>
Worker’s Compensation and Employer’s Liability	Statutory: \$500,000 each occurrence
Commercial General Liability	Combined Single Limit for Bodily Injury and Property Damage: \$1,000,000 per occurrence (or equivalent)
Business Automobile	Combined Single Limit for Bodily Injury and Property Damage: \$500,000 (or equivalent)
Professional Liability	\$1,000,000 per claim to pay on behalf of the insured all sums which insured shall become legally obligated to pay as damages by reason of an act, malpractice, error or omission in professional services.

Indemnity

City Building Official agrees to protect, indemnify, and save harmless City, City Staff and Officials, their respective agents, servants, employees, successors and assigns from and against all claims, losses, liabilities, damages, costs, expenses, demands, judgments, and causes of action of every kind and character for personal injury to or death of any person, or damage to property of any person, including without limitation, City Building Official, City Building Official’s agents, servants, and employees, as well as Subcontractors and the agents, servants, and employees of Subcontractors, to the extent that the claim, loss, liability, damage, cost, expense, demand, judgment or cause of action shall have resulted from or in any manner arises out of or in connection with the negligence or willful misconduct of City Building Official or subcontractors or breach of this agreement by City Building Official.

Independent Contractor

It is expressly understood and agreed that the City Building Official is and shall be deemed to be an Independent Contractor, responsible for his respective acts or omissions, and that the City shall, in no way, be responsible thereto, and that neither party hereto has the authority to bind the other or to hold out to third parties that it has the authority to bind the other. Nothing contained

herein shall be deemed or construed by the parties hereto or by any third party, as creating a relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship between the parties hereto. Therefore, as an Independent Contractor, the City Building Official is not entitled to employee benefits and is completely responsible for any and all tax payments.

Changes and Amendments

It is understood and agreed by the parties that changes in local, State, and Federal rules, regulations, or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

Third Party Rights

It is understood and agreed by the parties that no person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement.

Entire Agreement

This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and, except as otherwise provided herein, cannot be modified without written agreement of the parties to be attached and made a part of this Agreement.

Governing Law

This Agreement is governed by the laws of the State of Texas.

Bruce C. Bealor, City Building Official

Date

Thomas A. Schoolcraft, Mayor

Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS AMENDING CHAPTER 78 *SUBDIVISIONS*, APPENDIX C *MAINTENANCE BOND* OF THE MUNICIPAL CODE OF ORDINANCES BY EXTENDING THE MAINTENANCE/WARRANTY PERIOD FROM ONE (1) YEAR AFTER CONSTRUCTION COMPLETION TO THE COMPLETION OF ALL PUBLIC AND PRIVATE IMPROVEMENTS ORIGINALLY CONTEMPLATED WITHIN ANY COMMERCIAL OR RESIDENTIAL SUBDIVISION DEVELOPMENT; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL NECESSARY STEPS TO IMPLEMENT THE PROVISIONS OF THIS ORDINANCE; INCORPORATING RECITALS; PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, OR PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Helotes, Texas has determined that amendments to Chapter 78 *Subdivisions* of the Municipal Code of Ordinances are necessary to preserve and protect the public health of the citizens of the City of Helotes.

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

Section One. Amendment. City of Helotes Code of Ordinances Chapter 78 *Subdivisions*, Appendix C *Maintenance Bond* is hereby amended to read as follows:

**“Chapter 78 *Subdivisions*
Appendix C *Maintenance Bond***

MAINTENANCE BOND

STATE OF TEXAS XX
COUNTY OF BEXAR XX

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, the undersigned subdivider, as Principal, and _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound unto the City of Helotes, a municipal corporation of the County of Bexar and State of Texas, in the full and just sum of \$ _____, (being 10% of the estimated cost of the hereinafter enumerated site improvements) for the payment of which will and truly to be made, we hereby find ourselves and our respective heirs, administrators, executors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has petitioned the City Council of the City of Helotes for permission to develop a subdivision within the jurisdiction of the City of Helotes more particularly described

as follows to wit:

_____ which is shown on a subdivision plat, entitled _____ Subdivision, heretofore conditionally approved by the City Secretary of the City of Helotes on _____, 20____; and

WHEREAS, under the provisions of ~~Ordinance Number 50~~, City of Helotes Subdivision Regulations, the City Council of the City of Helotes requires, as a condition precedent to the granting of such petition, that the Principal furnish a guarantee that he will maintain and cause to be maintained, according to the requirements of such Subdivision Regulations, the following site improvements until the completion of all public and private improvement originally contemplated within the commercial and/or residential subdivision development ~~for a period of one (1) year~~ after the approval of the construction thereof by the City's engineer:

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall maintain, and cause to be maintained, the above mentioned improvements in accordance with the requirements of the City of Helotes Subdivision Regulations, and the amendments thereto, if any, for the specified period of time ~~one (1) year~~ after the approval of the construction thereof by the City's engineer of the City of Helotes and until the final approval of said engineer of the City of Helotes and until the final approval of said engineer thereafter, and until the official acceptance thereof by the City Council by ordinance, then this obligation shall be void; otherwise, the obligations made under this bond will remain in full force and effect.

IN TESTIMONY WHEREOF, WITNESS OUR HANDS AND SEAL, this the day of _____, 20____.

Subdivider and Principal

Surety by: _____
Attorney in Fact

APPROVED AND ACCEPTED, this the _____ day of _____, 20____.

By: _____
Title: _____”

Section Two. Authorization. The City Administrator is authorized to take all necessary steps to implement the provisions of this Ordinance and provide documentation thereof to the City Secretary for recording.

Section Three. Recitals. The City Council finds all of the above recitals to be true and correct and incorporates the same in this Ordinance as findings of fact.

Section Four. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void; and that in lieu of each clause or provision of this Ordinance that is invalid, illegal, or unenforceable there be added as a part of the Ordinance 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.

Section Five. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section Six. Effective Date. This Ordinance shall become effective immediately upon the approval of the City Council.

PASSED, ORDERED, AND APPROVED this _____ day of January 2015.

By: _____
Hon. Thomas A. Schoolcraft
MAYOR

ATTEST:

Grace Tamez
CITY SECRETARY