AGENDA
REGULAR MEETING
HELOTES CITY COUNCIL
June 28, 2018
7:00 p.m.

The City of Helotes City Council will meet for a Regular Meeting on Thursday, June 28, 2018 at 7:00 p.m. in the City Hall Council Chamber, 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.

PUBLIC HEARING:

2. Public Hearing to give all interested persons the right to appear and be heard on the proposed voluntary annexation of approximately 57.531 acres of real property consisting of the following two (2) tracts of land contiguous to the Bricewood Subdivision:

   a) An approximate 27.502 acre tract of land generally located on Galm Road, San Antonio, TX 78254, and being more particularly described as BCAD Prop. ID 236292, CB 4450 P-41 ABS 467; and

   b) An approximate 30.029 acre tract of land generally located on Galm Road, San Antonio, TX 78254, and being more particularly described as BCAD Prop. ID 236320 CB 4450 P-50 ABS 467 out of P-5C.

OPEN SESSION:

3. 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.***

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.

CONSENT AGENDA (ITEM NOS. 4 - 6):

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.

4. Approval of the minutes of the Regular Meeting dated June 14, 2018. (Staff)

5. Approval of the City of Helotes Fiscal Year Ending 2019 Budget Calendar. (Staff)

6. Approval of an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 26 *Courts*, Article I *Municipal Court* by updating the rules of practice and procedure and amending the term of office of the Court Clerk and Alternate Clerk(s); providing for severability; repealing any other Code provisions, ordinances, parts of ordinances, and other provisions in conflict herewith; and adopting an effective date. (Staff)

ITEMS FOR INDIVIDUAL CONSIDERATION:

Adjourn into Closed Session.

7. Closed Session in accordance with Texas Government Code §551.071 *Consultations with Attorney* and §551.074 *Personnel Matters*. In addition to the matters listed below, any matter scheduled for Open Session may be discussed in Closed Session, as appropriate and authorized by Law:

   a) §551.071 *Consultations with Attorney* regarding *Kenneth Page and Jean Marie Page v. City of Helotes, Texas*; and

   b) §551.074 *Personnel Matters* on the selection of a Mayor Pro Tempore for the City Council of the City of Helotes, Texas.

Adjourn into Open Session.

8. Discussion of and action, if required, on matters discussed in Closed Session regarding *Kenneth Page and Jean Marie Page v. City of Helotes, Texas*. (Staff)

9. Discussion of and action on the selection of a Mayor Pro Tempore for the City Council of the City of Helotes, Texas. (City Council)

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 June 22, 2018 at 4 p.m.

for Celina Perez, City Secretary

2

HEARST

MEDIA SOLUTIONS

San Antonio Express-News | ExpressNews.com | mySA.com

SAN ANTONIO EXPRESS NEWS
AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:
COUNTY OF BEXAR

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared: Lynette Nelson, who after being duly sworn, says that she is the BOOKKEEPER of HEARST NEWSPAPERS, LLC - dba: SAN ANTONIO EXPRESS-NEWS, a daily newspaper published in Bexar County, Texas and that the publication, of which the annexed is a true copy, was published to wit:

Customer ID: 702738
Customer Name: City Of Helotes
Order ID: 2964431

Publication	Pub Date
EN Classified	30-MAY-18

Lynette Nelson
Lynette Nelson
Bookkeeper

Sworn and subscribed to before me, this 31 **day of** May **A.D.** 2018

Notary public in and for the State of Texas

Monique Egan

MONIQUE EGAN
Notary Public, State of Texas
Comm. Expires 06-03-2020
Notary ID 3183735

NOTICE OF PUBLIC HEARINGS

The City of Helotes City Council will hold public hearings on June 28, 2018 and July 12, 2018 at 7:00 p.m. in the City Council Chamber, 12951 Bandera Road, Helotes, Texas 78023 to give all interested persons the right to appear and be heard on the proposed voluntary annexation of approximately 57.531 acres of real property, more specifically, the two parcels described below:

a) An approximate 27.502 acre tract of land generally located on Galm Road, San Antonio, TX 78254, and being more particularly described as BCAD Prop. ID 236292, CB 4450 P-41 ABS 467; and

b) An approximate 30.029 acre tract of land generally located on Galm Road, San Antonio, TX 78254, and being more particularly described as BCAD Prop. ID 236320, CB 4450 P-50 ABS 467 out of P-5C.

The full metes, bounds and maps of the subject properties are available at www.helotes-tx.gov.

Notice of Public Hearings

The City of Helotes City Council will hold public hearings on June 28, 2018 and July 12, 2018 at 7:00 p.m. in the City Council Chamber, 12951 Bandera Road, Helotes, Texas 78023 to give all interested persons the right to appear and be heard on the proposed voluntary annexation of approximately 57.531 acres of real property, more specifically, the two parcels described below:

a) An approximate 27.502 acre tract of land generally located on Galm Road, San Antonio, TX 78254, and being more particularly described as BCAD Prop. ID 236292, CB 4450 P-41 ABS 467; and

b) An approximate 30.029 acre tract of land generally located on Galm Road, San Antonio, TX 78254, and being more particularly described as BCAD Prop. ID 236320 CB 4450 P-50 ABS 467 out of P-5C.

The full metes, bounds and maps of the subject properties are available at www.helotes-tx.gov.

I certify the notice was posted on May 30, 2018 at 9:00 a.m.

Celina Perez, City Secretary

Published: May 30, 2018 & June 13, 2018
San Antonio Express News

EXHIBIT "B"
CITY OF HELOTES, TEXAS
MUNICIPAL SERVICE PLAN
FOR APPROXIMATELY 57.531 ACRES

INTRODUCTION

The City of Helotes has received a petition for the annexation of approximately 57.531 acres signed by the property owner. The property, more particularly described below, is located along Galm Road and lies within the extraterritorial jurisdiction of the City of Helotes, Bexar County, Texas and is adjacent and contiguous to the current corporate limits of the City. The property has similar topography as the adjoining property already in the City limits.

The annexation petition includes two (2) parcels of property totaling 57.531 acres, more particularly described by:

a) An approximate 27.502 acre tract of land generally located on Galm Road, San Antonio, TX 78254, and being more particularly described as BCAD Prop. ID 236292, CB 4450 P-41 ABS 467; and

b) An approximate 30.029 acre tract of land generally located on Galm Road, San Antonio, TX 78254, and being more particularly described as BCAD Prop. ID 236320 CB 4450 P-50 ABS 467 out of P-5C.

PROVISION OF FULL MUNICIPAL SERVICE

1. Police Protection:

   The City of Helotes Police Department will respond to calls for assistance, enforcement, and protection and provide other services offered by the Police Department on the effective date of annexation.

2. Fire Protection:

   The Helotes Fire Department and/or Emergency Services District No. 7 will respond to calls for assistance, fire emergencies, and provide other fire-related services, as needed, on the effective date of annexation. The Helotes Fire Department and/or Emergency Services District No. 7 will respond to calls for Emergency Medical Service (EMS) in the City of Helotes, and they will provide patient care and transport services as of the effective date of annexation.

3. Water Service:

   Water service will be provided by San Antonio Water System (SAWS). Water service shall be provided and extended in accordance with SAWS policies and established fees to those

customers within the SAWS certificated service area or by private wells were SAWS service is not available.

4. Wastewater Service:

This area will be serviced by San Antonio Water System (SAWS).

5. Maintenance of Streets:

Publicly-owned streets and drainage improvements, which have been properly platted, duly dedicated, and accepted by the City of Helotes, shall be maintained by the City. Private streets, roadways, driveways, and drainage ways shall be maintained by the property owners.

6. Utilities:

The City of Helotes owns no utilities.

7. Electric / Gas:

Electric / gas service shall be provided in accordance with City Public Service / Grey Forest Utilities policies for electric / gas line extensions and service connections.

8. Solid Waste:

Solid waste collection will be provided for under the City of Helotes' franchise agreement with C-6 Disposal Service or subsequent carrier. Brush and bulk waste pick-up is provided in accordance with a City-wide schedule and under the terms of the current and future solid waste agreements.

9. Capital Improvements:

No capital improvements are necessary for the City to provide full municipal services to the parcels. No capital improvements are anticipated at this time, and all future capital improvements will be installed by the property owners.

10. Building Code:

The City's Building Official will provide consultation for building code requirements, plan review, and on-site inspection services for new construction. The City of Helotes shall provide municipal services to a level equivalent to similar land uses throughout the City.

11. Code Compliance:

The Code Compliance Department will enforce City Codes and regulations.

12. Zoning:

The territory to be annexed shall be zoned in accordance with a Chapter 380 Economic Development and Annexation Agreement between the City and L&F-1, LLC.

13. Building Permits:

Building permits must be obtained from the City in accordance with City Codes and a Chapter 380 Economic Development and Annexation Agreement between the City and L&F-1, LLC.

14. Public Facilities:

There are no publicly-owned parks, playgrounds, swimming pools, or buildings in or upon the parcels.

15. Elections:

The provision of elections and polling sites for the City of Helotes are made by the Office of the City Secretary on dates, times, and at places provided for by City Code and / or State Law and are available to the citizens of Helotes.

Property Identification #: 236292

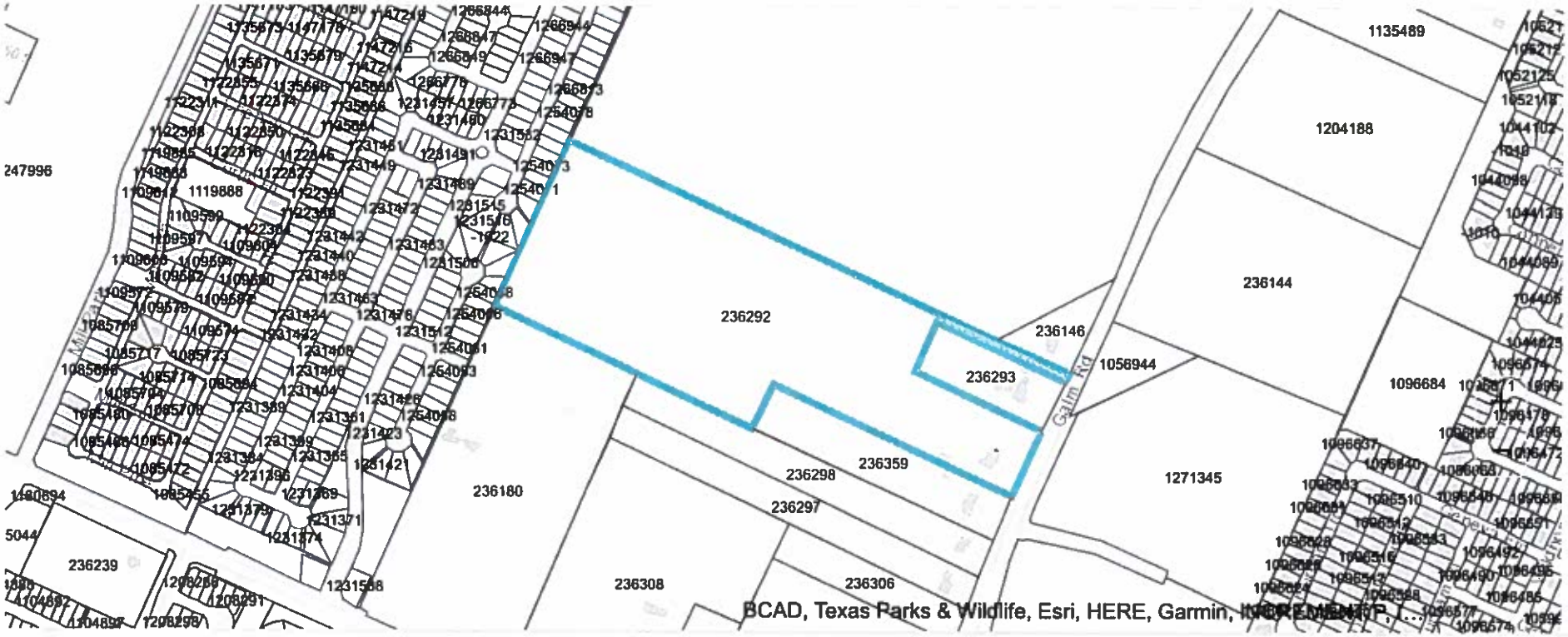
Geo ID: 04450-000-0410
Situs Address: 9563 FM 1560 N SAN ANTONIO, TX 78254
Property Type: Real
State Code: E1

Property Information: 2018

Legal Description: CB 4450 P-41 ABS 467 (FORMERLY P-17A) REFER TO: 04450-000-0412
Abstract: A04450
Neighborhood: CUL-BANDERA/L1604 W(NS)
Appraised Value: $10,290.00
Jurisdictions: CAD, 10, 56, 08, 77, 11, 06, 09

Owner Identification #: 2588689

Name: PAYAN ROBERTO & PATRICIA H
Exemptions:
DBA: Null



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.

Bexar CAD

2018

Property

Account

Property ID:	236292	Legal Description:	CB 4450 P-41 ABS 467 (FORMERLY P-17A) REFER TO: 04450-000-0412
Geographic ID:	04450-000-0410	Zoning:	OCL
Type:	Real	Agent Code:	ID:3060073
Property Use Code:	009		
Property Use Description:	LAND (potential development land)		

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	9563 FM 1560 N SAN ANTONIO, TX 78254	Mapsco:	545F5
Neighborhood:	CUL-BANDERA/L1604 W(NS)	Map ID:	
Neighborhood CD:	21093		

Owner

Name:	PAYAN ROBERTO & PATRICIA H	Owner ID:	2588689
Mailing Address:	9563 FM 1560 N SAN ANTONIO, TX 78254-9513	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0		
(+) Improvement Non-Homesite Value:	+	$7,160		
(+) Land Homesite Value:	+	$0		
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$531,430		$3,130
(+) Timber Market Valuation:	+	$0		$0

(=) Market Value:	=	$538,590		
(–) Ag or Timber Use Value Reduction:	–	$528,300		

(=) Appraised Value:	=	$10,290		
(–) HS Cap:	–	$0		

(=) Assessed Value:	=	$10,290		

Taxing Jurisdiction

Owner: PAYAN ROBERTO & PATRICIA H

% Ownership: 100.0000000000%

Total Value: $538,590

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.012868	$10,290	$10,290	$1.32
08	SA RIVER AUTH	0.017290	$10,290	$10,290	$1.78
09	ALAMO COM COLLEGE	0.149150	$10,290	$10,290	$15.35
10	UNIV HEALTH SYSTEM	0.276235	$10,290	$10,290	$28.42
11	BEXAR COUNTY	0.291229	$10,290	$10,290	$29.97
56	NORTHSIDE ISD	1.375500	$10,290	$10,290	$141.54
77	BEXAR CO EMERG DIST #7	0.100000	$10,290	$10,290	$10.29
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$10,290	$10,290	$0.00
	Total Tax Rate:	2.222272			
				Taxes w/Current Exemptions:	$228.67
				Taxes w/o Exemptions:	$228.67

Improvement / Building

Improvement #1: Residential State Code: E1 Living Area: sqft Value: $7,160

	Type	Description	Class CD	Exterior Wall	Year Built	SQFT
↳	SH1	Shed (1 side open)	F - NO		0	2508.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RID	Range Improved Dryland	14.0600	612453.60	0.00	0.00	$300,680	$1,520
2	RID	Range Improved Dryland	14.9400	650786.40	0.00	0.00	$230,750	$1,610

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	$7,160	$531,430	3,130	10,290	$0	$10,290
2017	$7,270	$531,430	3,130	10,400	$0	$10,400
2016	$3,160	$531,430	3,130	6,290	$0	$6,290
2015	$1,580	$531,430	3,130	4,710	$0	$4,710
2014	$1,430	$522,520	3,140	4,570	$0	$4,570

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	6/5/2007	GWD	General Warranty Deed	SMART MELBA J	PAYAN ROBERTO & PATRICIA H	12921	0734	20070133737
2	9/5/2003	Deed	Deed		SMART, MELBA	10356	2402	0

State of Texas
County of Bexar

Field Notes for a 27.502 acre tract of land out of the Manuel Martinez Y Musquiz Survey No. 80, Abstract 467, County Block 4450 in Bexar County, Texas. Said 27.502 acre tract of land being out of a called 32.07 acre tract of land as described in a deed to Roberto Payan and Patricia H. Payan, husband and wife as recorded in Volume 12921, Page 734 of the Official Public Records of Bexar County, Texas. Said 27.502 acre tract of land being more particularly described by metes and bounds as follows:

Beginning and a one half inch iron rod found for the western corner of Lot 1, Block 1, County Block 4450, of Glenwinkel Subdivision as recorded in Volume 6700, Page 193 of the Deed and Plat Records of Bexar County, Texas. Said point being on the northern line of a called 5.50 acre tract of land as described in a deed to Connie B. Moore, recorded in Volume 16523, Page 1847 of the Official Public Records of Bexar County, Texas.

THENCE with the southern line of the herein described 27.502 acre tract of land, North 65° 01' 05" West, at a distance of 1196.66 feet passing a one half inch iron rod, in all a distance of 1197.87 feet to a one half inch iron rod set on the southeastern line of Bricewood Subdivision, Unit 1A, recorded in Volume 9705, Page 130 of the Deed and Plat Records of Bexar County, Texas..

THENCE with the southeastern line of Bricewood Subdivision and the northwestern line of this tract, North 23° 51' 17" East, a distance of 503.86 feet to a one half inch iron rod set for an angle point and North 24° 07' 16" East, a distance of 258.66 feet to a one half inch iron rod set for the north corner of the herein described 27.502 acre tract and being the western corner of a called 100.97 acre tract of land as described in a deed to J2G Properties, Ltd., A Texas Limited Partnership, recorded in Volume 18478, Page 1060 of the Official Public Records of Bexar County, Texas.

THENCE with the northern line of this tract and the southwestern line of the aforesaid 100.97 acre tract, South 65° 04' 32" East, at a distance of 3.08 feet passing a one half inch iron rod, in all a distance of 1701.07 feet to a one half inch iron rod set for the eastern corner of this tract.

THENCE cutting into the aforesaid 32.07 acre tract, South 24° 00' 49" West, a distance of 35.62 feet to a one half inch iron rod set for the north corner of a called 3.00 acre tract of land as described in a deed to Roberto Payan and Patricia HSU Payan, recorded in Volume 14598, Page 2116 of the Official Public Records of Bexar County, Texas.

THENCE with the eastern line of this tract, South 24° 00' 48" West, a distance of 563.51 feet to a one half inch iron rod set for the western corner what will be the remainder of the aforesaid 32.07 acre tract of land said point being on the northern line of the aforesaid Glenwinkel Subdivision.

THENCE with the northern line of said Glenwinkel Subdivision, North 65° 05' 46" West, a distance of 499.33 feet to a one half inch iron rod found for an interior corner of this tract and being the north corner of said Glenwinkel Subdivision.

THENCE with the northwest line of said Glenwinkel Subdivision, South 24° 51' 57" West, a distance of 199.99 feet to the point of the Beginning.

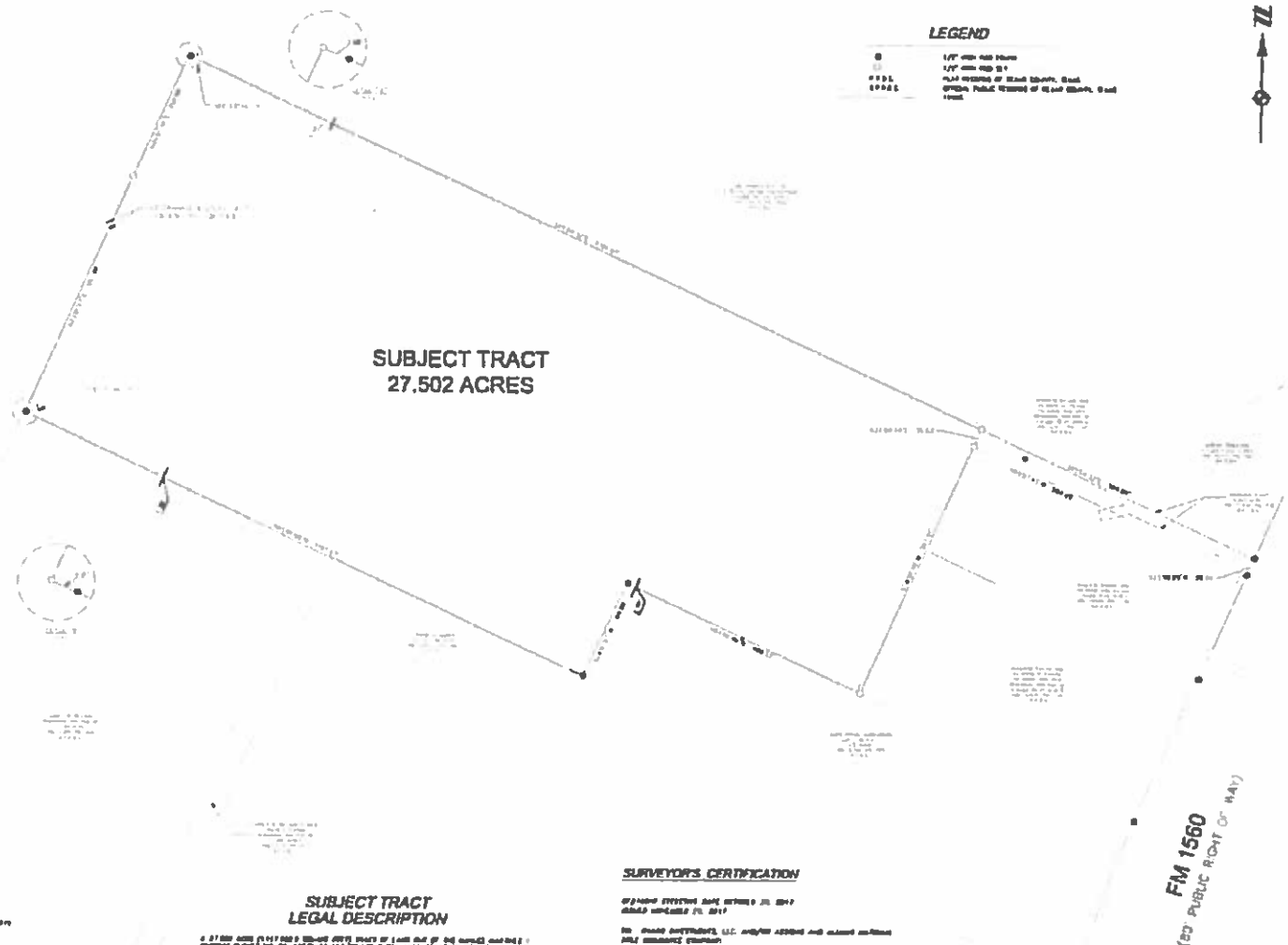
I hereby certify that these field notes were prepared from an on the ground survey made by employees of Atwell, LLc working under my direction and supervision on November 27, 2017.

STATE OF TEXAS
REGISTERED
JERRY D. WILKIE JR.
4724
PROFESSIONAL
LAND SURVEYOR

Digitally signed by Jerry Wilkie
DN: cn=Jerry Wilkie, o=Atwell, ou, email=jwilkie@atwell-Group.com, c=US
Date: 2018.01.14 18:01:35 -06'00'

SURVEY NOTES

LEGEND



ALLIANT NATIONAL TITLE INSURANCE COMPANY TITLE EXCEPTIONS

TITLE COMMITMENT NO. 746NF
EFFECTIVE DATE: OCTOBER 30, 2017

SUBJECT TRACT LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

ATWELL

COUNTY BLOCK 4430

BEXAR COUNTY TEXAS

BOUNDARY SURVEY

Property Identification #: 236320

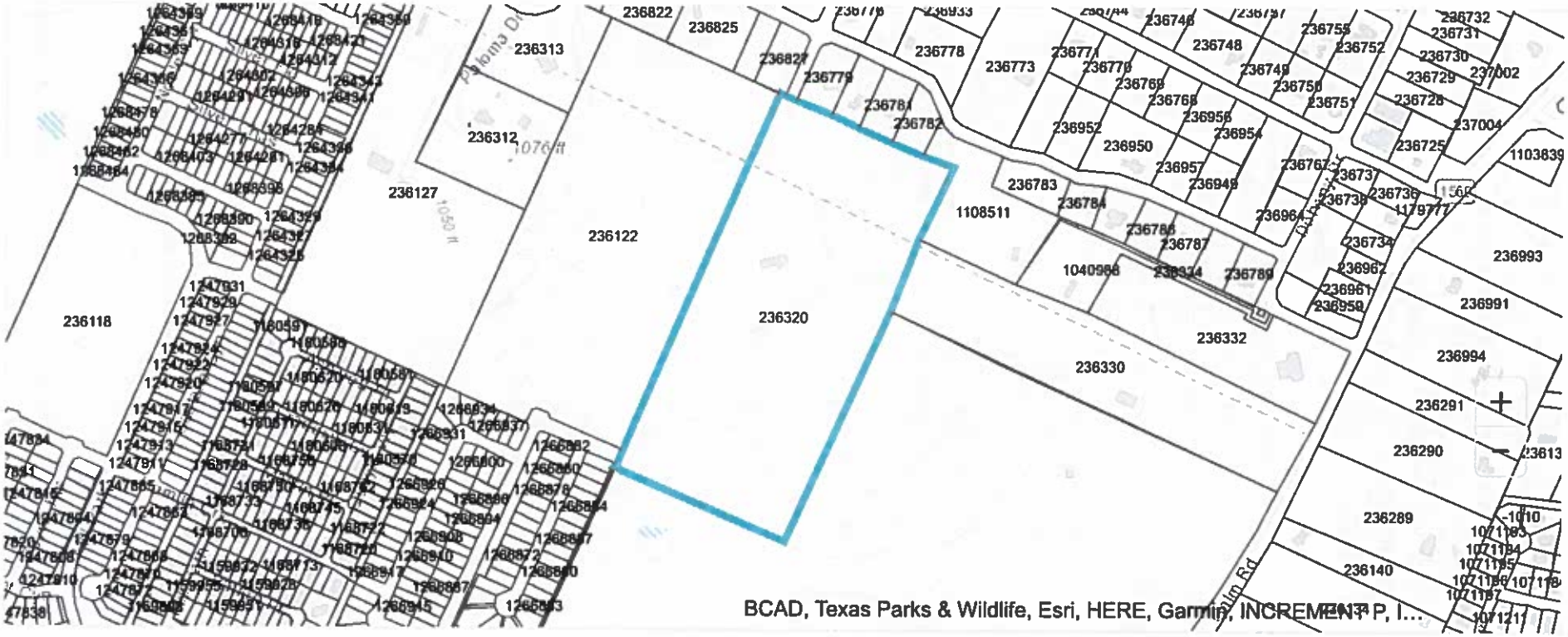
Geo ID: 04450-000-0501
Situs Address: 10740 MALIBU SAN ANTONIO, TX 78254
Property Type: Real
State Code: E1

Property Information: 2018

Legal Description: CB 4450 P-50 ABS 467 OUT OF P-5C
Abstract: A04450
Neighborhood: N/S CUL-E/S KALLISN(NS)
Appraised Value: $191,820.00
Jurisdictions: CAD, 56, 06, 08, 10, 09, 11, 77

Owner Identification #: 3059677

Name: L&F-1 LLC
Exemptions: HS
DBA: Null



BCAD, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, I...

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.

Bexar CAD

2018

Property

Account

Property ID:	236320	Legal Description:	CB 4450 P-50 ABS 467 OUT OF P-5C
Geographic ID:	04450-000-0501	Zoning:	OCL
Type:	Real	Agent Code:	
Property Use Code:	009		
Property Use Description:	LAND (potential development land)		

Protest

Protest Status:
Informal Date:
Formal Date:

Location

Address:	10740 MALIBU SAN ANTONIO, TX 78254	Mapsco:	545F4
Neighborhood:	N/S CUL-E/S KALLISN(NS)	Map ID:	
Neighborhood CD:	21092	E-File Eligible	

Owner

Name:	L&F-1 LLC	Owner ID:	3059677
Mailing Address:	6735 W IH 10 STE 103 SAN ANTONIO, TX 78201-2057	% Ownership:	100.0000000000%
		Exemptions:	HS

Values

(+) Improvement Homesite Value:	+	$168,470		
(+) Improvement Non-Homesite Value:	+	$0		
(+) Land Homesite Value:	+	$20,420		
(+) Land Non-Homesite Value:	+	$0	Ag / Timber Use Value	
(+) Agricultural Market Valuation:	+	$592,150		$2,930
(+) Timber Market Valuation:	+	$0		$0

(=) Market Value:	=	$781,040		
(–) Ag or Timber Use Value Reduction:	–	$589,220		

(=) Appraised Value:	=	$191,820		
(–) HS Cap:	–	$0		

(=) Assessed Value:	=	$191,820		

Taxing Jurisdiction

Owner: L&F-1 LLC

% Ownership: 100.0000000000%

Total Value: $781,040

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.012868	$191,820	$188,820	$24.30
08	SA RIVER AUTH	0.017290	$191,820	$186,820	$32.30
09	ALAMO COM COLLEGE	0.149150	$191,820	$191,820	$286.10
10	UNIV HEALTH SYSTEM	0.276235	$191,820	$191,820	$529.88
11	BEXAR COUNTY	0.291229	$191,820	$191,820	$558.63
56	NORTHSIDE ISD	1.375500	$191,820	$166,820	$2,294.61
77	BEXAR CO EMERG DIST #7	0.100000	$191,820	$191,820	$191.82
CAD	BEXAR APPRAISAL DISTRICT	0.000000	$191,820	$191,820	$0.00
	Total Tax Rate:	2.222272			
				Taxes w/Current Exemptions:	$3,917.64
				Taxes w/o Exemptions:	$4,262.76

Improvement / Building

Improvement #1: Residential **State Code:** E1 **Living Area:** 2735.0 sqft **Value:** $166,350

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
LA	Living Area	A - SB		1997	2046.0
PAC	Terrace with cover	A - SB		1997	276.0
OP	Attached Open Porch	A - NO		1997	792.0
AG	Attached Garage	A - SB		1997	858.0
OP	Attached Open Porch	A - NO		1997	50.0
LA2	Living Area 2nd Level	A - SB		1997	689.0

Improvement #2: Residential **State Code:** E1 **Living Area:** sqft **Value:** $2,120

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
RSH	Shed	A - NO		0	320.0

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	RHS	R/1 Family Homesite Single	1.0000	43560.00	0.00	0.00	$20,420	$0
2	RNP	Range Native Pasture	29.0000	1263240.00	0.00	0.00	$592,150	$2,930

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2018	$168,470	$612,570	2,930	191,820	$0	$191,820
2017	$170,620	$612,570	2,930	193,970	$0	$193,970

2016	$172,670	$612,570	2,930	196,020	$0	$196,020
2015	$174,810	$612,570	2,930	198,160	$0	$198,160
2014	$161,390	$555,870	2,930	182,850	$0	$182,850

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	3/7/2018	Deed	Deed	WEATHERFORD DANIEL JACK &	L&F-1 LLC	19029	1298	20180044805
2		Deed	Deed		WEATHERFORD, DANIEL JACK &	5757	1304	0

State of Texas
County of Bexar

Field Notes for a 30.029 acre tract of land out of the Manuel Martinez Y Musquiz Survey No. 80, Abstract 467, County Block 4450 in Bexar County, Texas. Said 30.029 acre tract of land being that same called 30.00 acre tract of land as described in a deed to Daniel Jack Weatherford & Valerie Shannon as recorded in Volume 5757, Page 1303 of the Official Public Records of Bexar County, Texas. Said 30.029 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a rail road spike found for the southern corner of the herein described 30.029 acre tract of land. Said point being on the northeastern line of a called 100.970 acre tract of land as described in a deed to J2G Properties, LTD., recorded in Volume 18478, Page 1060 of the Official Public Records of Bexar County, Texas.

THENCE with the southwestern line of the herein described 30.029 acre tract of land and the northeastern line of the aforesaid 100.970 acre tract, North 66° 29' 15" West, at a distance of 771.68 feet passing a one half inch iron rod found, in all a distance of 773.78 feet to a one half inch iron rod set on the southeastern line of Bricewood Subdivision, Unit 2, recorded in Volume 9716, Page 40 of the Deed and Plat Records of Bexar County, Texas.

THENCE with the southeastern line of Bricewood Subdivision, Unit 2 and the northwestern line of this tract, North 23° 39' 18" East, a distance of 1692.06 feet to a fence post found for the north corner of the herein described 30.029 acre tract and being on the southwestern line of the Beverly Hills Subdivision recorded in Volume 5300, Page 267 of the Deed and Plat Records of Bexar County, Texas.

THENCE with the northeastern line of this tract and the southwestern line of the aforesaid Beverly Hills Subdivision, South 66° 40' 15" East, passing one half inch iron rods at distances of 16.16 feet and 226.43 feet, in all a distance of 336.66 feet to a one half inch iron rod set for an angle corner of this tract and South 66° 28' 45" East, passing one half inch iron rods at distances of 16.81 feet, 166.47 feet and 315.78 feet, in all a distance of 434.94 feet to a one half inch iron rod found for the east corner of this tract and being the north corner of a called 2.649 acre tract of land as described in a deed to John W. Judson and Renate M. Judson, recorded in Volume 10877, Page 229 of the Official Public Records of Bexar County, Texas.

THENCE with the southeast line of this tract and the northwest line of the aforesaid 2.649 acre tract, South 23° 34' 53" West, passing one half inch iron rods at distances of 326.03 feet and 654.60 feet, in all a distance of 1693.07 feet to the point of the Beginning.

I hereby certify that these field notes were prepared from an on the ground survey made by employees of Atwell, LLC working under my direction and supervision on November 28, 2017.

STATE OF TEXAS
REGISTERED
JERRY D. WILKIE JR.
4724
PROFESSIONAL
LAND SURVEYOR

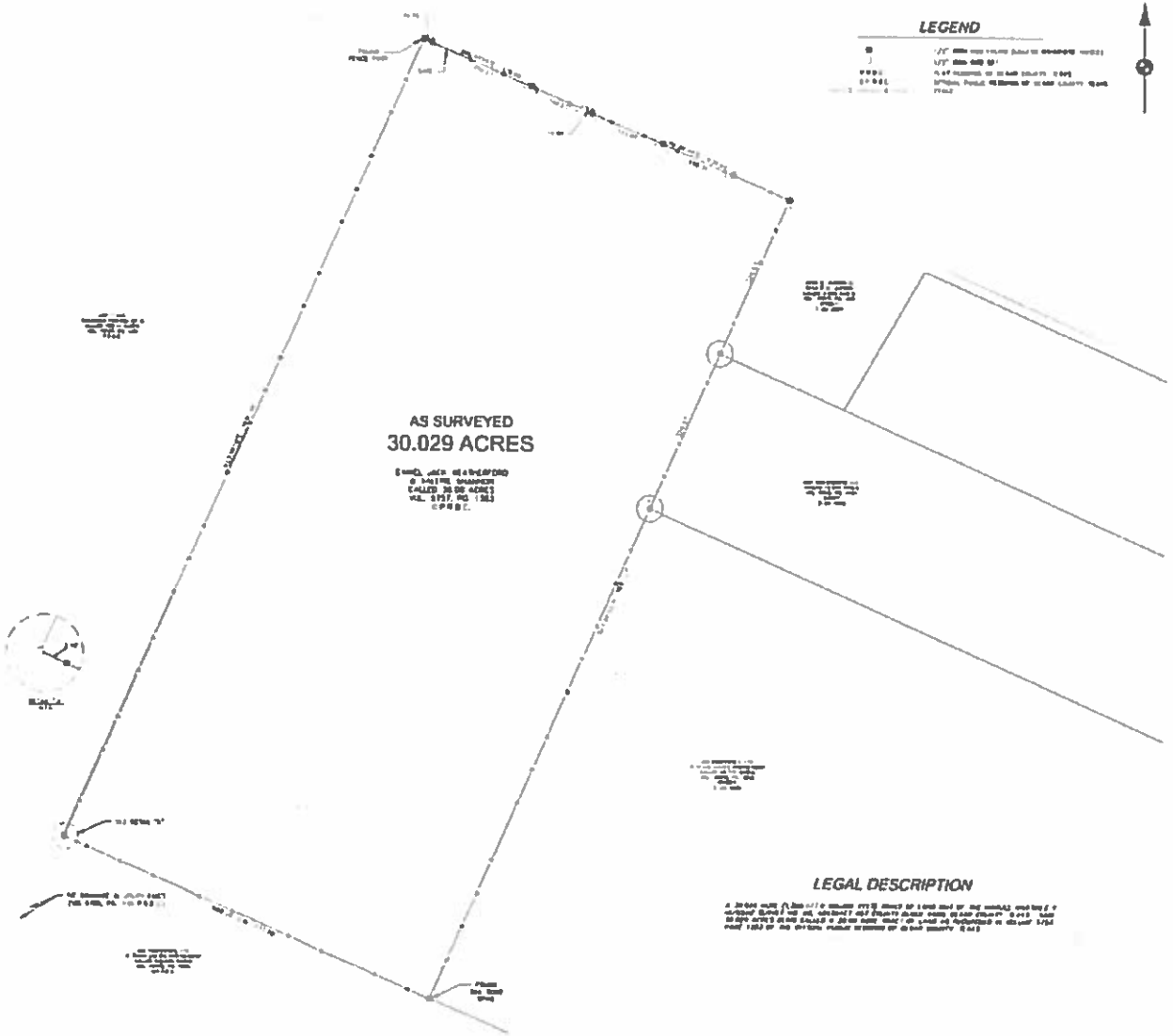
Digitally signed by Jerry Wilkie
DN: cn=Jerry Wilkie, o=Atwell, ou, email=jwilkie@atwell-Group.com, c=US
Date: 2018.02.12 10:22:11 -06'00'

ALLIANT NATIONAL TITLE INSURANCE COMPANY TITLE EXCEPTIONS

TITLE COMMITMENT NO. 7-4796
EFFECTIVE DATE: NOVEMBER 1, 2017

SURVEY NOTES

SURVEYOR'S CERTIFICATION



LEGEND

LEGAL DESCRIPTION

811

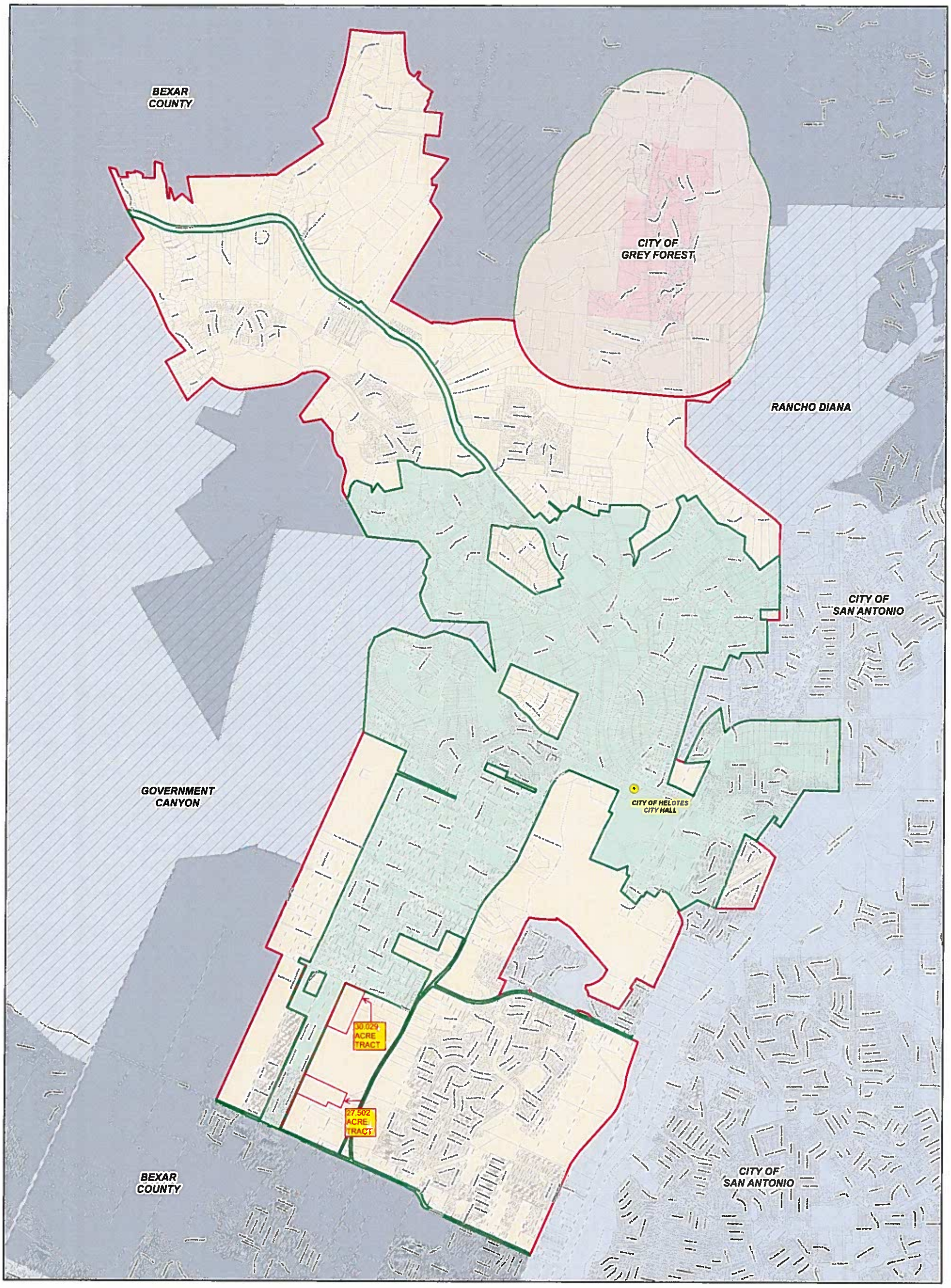
ATWELL

COUNTY BLOCK 4430

SEAL COUNTY TEXAS

NEW LEAF HOMES

01/29/2017



Legend

- City of Helotes - City Hall Location
- City/State Park Area
- City of Helotes
- City of Grey Forest
- City of Helotes ETJ
- City of Grey Forest ETJ
- City of San Antonio
- Bexar County

Note: Parcel data was acquired through the Bexar County Appraisal District and is current as of January 2013. City and ETJ limit base data was acquired from the City of San Antonio GIS Department and is current as of the date of this map.

Disclaimer: This product is for informational purposes 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.

CITY OF Helotes

CITY OF HELOTES CITY LIMITS & ETJ MAP

12951 Bandera Road
Helotes, Texas 78023
Phone: 210-695-8877
Fax: 210-695-2123

0 850 1,700 3,400 5,100 Feet

1 inch = 1,650 feet

Date Revised: 8/28/2017

N W E S

LNV

TBPE FIRM NO. F-366
8918 Tesoro Drive, Suite 401
San Antonio, TX 78217
Phone: 210 822 2232
www.LNVINC.com

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS (THE "CITY") APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AND ANNEXATION AGREEMENT BETWEEN THE CITY AND L&F-1, LLC (THE "DEVELOPER") FOR THE PURPOSE OF SETTING FORTH THE TERMS AND OBLIGATIONS BETWEEN THE CITY AND THE DEVELOPER WITH RESPECT TO THE DEVELOPMENT AND ANNEXATION OF APPROXIMATELY 57.531 ACRES OF REAL PROPERTY (THE "DEVELOPMENT"); SETTING OUT THE REGULATIONS REQUIRED BY THE CITY FOR THE DEVELOPMENT TO ENSURE THE ORDERLY GROWTH AND PROTECTION OF PUBLIC HEALTH, SAFETY, AND WELFARE; AUTHORIZING MAYOR THOMAS A. SCHOOLCRAFT TO EXECUTE SAID DEVELOPMENT AND ANNEXATION AGREEMENT ON BEHALF OF THE CITY COUNCIL; 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 ADOPTING AN EFFECTIVE DATE.

Whereas, the City of Helotes, Texas (the "City") desires to ensure that the growth and development which occurs within the corporate limits of the City is regulated and controlled in such a manner that said growth is beneficial to the public health, safety, and welfare; and

Whereas, L&F-1, LLC, (the "Developer"), is the owner of property constituting 57.531 acres of real property on Galm Road, all of which is currently located within the City of Helotes Extraterritorial Jurisdiction (the "ETJ"); and

Whereas, the Developer has agreed, as a part of the Chapter 380 Economic Development and Annexation Agreement (the "Agreement"), to petition for annexation and undertake future municipal projects that preserve and expand the public's health, safety, and welfare in return for certain considerations affecting the Development; and

Whereas, the aforementioned negotiations have been memorialized in this Agreement between the City and the Developer.

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

Section One. ***Approval.*** The Agreement, attached hereto as Exhibit A, between the City and the Developer (collectively referred to as the "Parties") setting forth the Agreement terms and obligations of the Parties with regard to the development of approximately 57.531 acres of real property within the City of Helotes' ETJ, Bexar County, Texas is hereby approved.

Section Two. ***Authorization.*** Mayor Thomas A. Schoolcraft is authorized to execute the Agreement on behalf of the City Council of the City of Helotes, Texas.

Section Three. ***Authorization.*** The City Administrator is authorized to take all necessary steps to implement the provisions of this Ordinance.

Section Four. ***Recitals.*** The legislative findings referenced above are hereby adopted.

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

Section Six. ***Repealer.*** All Code provisions, ordinances, and other provisions in conflict with the provisions of this Ordinance are hereby repealed.

Section Seven. ***Effective Date.*** This Ordinance shall become effective upon passage by the City Council of the City of Helotes, Texas.

PASSED and APPROVED this _____ day of _____ 201__.

_____
Thomas A. Schoolcraft, Mayor

ATTEST:

_____
Celina Perez, City Secretary

Exhibit A

STATE OF TEXAS §

KNOW ALL BY THESE PRESENTS:

COUNTY OF BEXAR §

CHAPTER 380 ECONOMIC DEVELOPMENT & ANNEXATION AGREEMENT

THIS CHAPTER 380 ECONOMIC DEVELOPMENT AND ANNEXATION AGREEMENT (sometimes hereinafter referred to as the "Agreement") is entered into by the CITY OF HELOTES, a Type A General Law Municipal Corporation and Political Subdivision of the State of Texas ("City"), and L&F-1, LLC, hereinafter referred to as the "Developer". The City and Developer shall sometimes hereinafter be referred to collectively as the "Parties". This Agreement is subject to successful completion of the annexation of the benefited property described herein in the manner prescribed by Tex. Loc. Gov't Code Ann. § 43.028 on or before two (2) years from the Effective Date hereof and approval of the City Council of the City of Helotes. In the event the annexation(s) are not completed within two (2) years from the Effective Date hereof, the Agreement shall terminate for all purposes without further action by the Parties, except as to any benefitted property actually annexed.

ARTICLE I.
DEFINITIONS

1.1 Definitions. Capitalized terms used herein shall have the meanings set forth in this Section, unless otherwise defined, or unless the context clearly requires another definition. Undefined terms shall be ascribed their plain and ordinary meaning of common usage.

Annexation Petition shall mean the Petition attached as Exhibit "A" hereto for the voluntary annexation of 57.531 acres of land, more or less described therein in one (1) or more phases.

Ad Valorem Tax Reimbursement shall mean that portion of the local property tax actually collected by the Bexar County Tax Assessor ("BCTA") and reimbursed to City for each taxable year starting on October 1 of each municipal fiscal year and ending on September 30 of the subsequent year for a maximum duration of twenty-five (25) fiscal years ending on September 30, 2043; subject at all times to the Maximum Reimbursement Amount specified herein. City shall have no duty to reimburse ad valorem taxes once the Maximum Reimbursement Amount has been reached or if the Agreement is otherwise terminated. Reimbursement shall be equal to twenty-five (25%) percent of the increase in the base ad valorem tax assessment as of January 1, 2018 ("base value") and the amount exceeding the Base Value assessed and actually collected for local property tax in each fiscal year subject to this Agreement.

Benefitted Property shall mean all property located within the Developer's subject properties, identified within Exhibit "A" hereto, and shall include other properties located within the City limits benefitting and using the Site Improvements in the exclusive manner and form provided for herein, subject to any applicable limitations and exceptions.

City Administrator shall mean the municipal official designated by the City to act on its behalf in the administration of the duties specified herein.

Chapter 380 shall mean Chapter 380, Texas Local Government Code, which authorizes the City to establish programs for making economic development grants to promote State or local economic development and to stimulate business and commercial activity in the municipality.

City shall mean the City of Helotes, Texas and, when the context requires or so indicates, its public officials acting as a duly authorized City Council.

Code shall mean the Code of Municipal Ordinances, City of Helotes, Texas.

Developer shall mean L&F-1, LLC and its successors and assigns.

Effective Date shall mean the earliest of the date of the first phase of the Property's annexation into the City or three (3) years from the date all governmental approvals required for the construction of the Project are received by Developer and the Property has been annexed as required by Section 2.3 hereof.

Expiration Date shall mean the earlier of the date of:

1. The City's reimbursement of the Maximum Reimbursement Amount to the Developer for all reimbursable costs associated with the improvements;

2. Twenty-five (25) years from the Effective Date of this Agreement;

3. The earliest termination date after the uncured default of the Developer; or

4, In the case of Ad Valorem Tax Reimbursement, the earlier of twenty-five years from the Effective Date or the earliest date Developer receives the Maximum Reimbursement Amount described in Article I hereof.

Grants shall mean the reduction in building permit, plan review, and inspection fees and the payment of Ad Valorem Tax Reimbursements in the manner defined in this Article, all of which shall be equal to or less than the Maximum Reimbursement Amount.

Maximum Reimbursement Amount shall mean the total amount of reduced permit fees multiplied by the total anticipated number of homes to be built in multiple Phases at the Bricewood Subdivision and Ad Valorem Tax Reimbursements which shall be collectively **equal to or less than $3,321,752.58**. For the purposes of this Agreement, the Maximum Reimbursement Amount is a good faith estimate based upon information reasonably available to the Parties upon the execution hereof. It is the intent of the Parties hereto to negotiate in good faith to either increase or decrease the amount in accordance with the Project "as built." Upon the expiration of the Agreement, Developer agrees to provide a final detailed accounting of all permit fees paid including the square footage and price of each home built, pursuant

hereto so that the estimate Maximum Reimbursement Amount can be reconciled. If, after the reconciliation of accounts with City records, a payment is due from Developer or a refund is required from the City, the Parties mutually agree to undertake such obligation.

Party or Parties means all or any of the City and the Developer, as applicable.

Project means the development of a residential subdivision and completion of associated improvements by the Developer on the Property in accordance with the terms of the Zoning Code and this Agreement, as described in Exhibit "A" and made a part hereof, which may be amended from time to time by the Parties, as desired.

Property or *Subdivision* means the approximately 57.531 acre tract(s) where the proposed Bricewood Subdivision will be built as described in Exhibit "A," attached hereto and made a part hereof.

Property Owners means the owners of the Benefitted Property and their agents and assigns.

State shall mean the State of Texas and its agencies.

Subdivision shall mean the Bricewood Development described as the "Project" herein.

Zoning Code means the City's Zoning Ordinance, as amended from time to time.

ARTICLE II.
AGREEMENT FOR WAIVER OF PERMIT AND INSPECTION FEES

2.1 City agrees, on the effective date of annexation, duly approved by the City Council, to provide the following reductions in the form of Grants for building permit, plan review, and inspection fees required by the Code to wit:

2.1.1 Negotiated building permit, plan review, and inspection flat fee of $1,000.00 to encompass all inspections except foundation inspection.

2.1.2 Foundation inspection to be completed by Developer's engineer.

2.1.3 Reinspections and associated fees, if any, are not part of the flat fee.

2.2 Developer owns the tracts of land identified within the attached Annexation Petition, attached as Exhibit "A" hereto, which it intends to develop as Bricewood Subdivision in multiple phases. Total planned homes will equal approximately three hundred seventy (370) homes, which will be site built on substandard lots that do not conform to current zoning and subdivision codes. Full annexation of streets, et cetera, will occur and shall be dedicated to the City subject to the City's acceptance of same which is not required herein. The minimum price point for constructed homes will be Two Hundred Ten Thousand Dollars ($210,000.00).

2.3 In exchange for the Grants promised herein, Developer agrees to submit a petition in one (1) or more phases for annexation for all properties located within the Subdivision that are within the City's one (1) mile extra-territorial jurisdiction ("ETJ") in the manner prescribed by law and to pay all required building, plan review, and inspection fees described in Section 2.1. Developer agrees that upon annexation of the first phase of the properties described in the preceding sentence, Developer shall submit a petition for the annexation of all remaining Subdivision properties. In the event that Developer fails to submit either petition, the City may terminate the Agreement after thirty (30) days written notice to the Developer. In the event of such termination, Developer shall reimburse the City within one hundred-eighty (180) days for any reduction in fees received for homes built on un-annexed properties based upon City's calculations without protest as liquidated damages. In the event the City is required to seek reimbursement of its liquidated damages in a court of competent jurisdiction or otherwise, and the City prevails in any manner, the City shall be paid its reasonable attorney's fees and costs without objection.

2.4 Reimbursement of local Ad Valorem tax – City agrees to reimburse Developer a maximum of twenty-five (25%) of the annual increase in the assessed value above the "Base Value" of the Subdivision Property, as defined herein, in the manner generally described in the projections shown in Exhibit "B" ("Approximated Reimbursement Schedule to Developer"). Reimbursement shall, at all times, be subject to the amounts actually collected by City, and provided further that Exhibit "B" is provided for illustrative projection purposes only and shall, in no way, constitute an obligation of the City, unless and until, such amounts are actually realized and collected and, subject further, to the maximum reimbursement amounts shown herein. City shall have no duty to reimburse uncollected amounts, including any amounts on properties exempt from the imposition of ad valorem taxes or any portion of the tax attributable to the Base Value.

2..5 Grant Limitation. The City shall not be obligated to pay any monies beyond the Maximum Grant Amount, unless otherwise agreed to in writing by the Parties, and are only obligated to make Reimbursement of local Ad Valorem tax actually received by the City. Developer represents that it understands that any contributions shall never be obligations of the general funds of the City, but are only obligations of the Grants.

ARTICLE III.
COVENANTS AND DUTIES

3.1 **Developer's Covenants and Duties.** Developer makes the following covenants and warranties to the City, and agrees to timely and fully perform the obligations and duties contained in Article III hereof in a commercially reasonable manner. Any false or substantially misleading statements contained herein or failure to timely and fully perform those obligations and duties within this Agreement shall be an act of Default by the Developer.

3.1.2 Developer is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas and the United States of America during any term of this Agreement; shall abide by all laws, regulations, and rules thereof,

including local ordinance. Developer shall, at all times, save, defend, and hold City harmless for its failure to abide by the provisions of this Subsection.

3.1.3 The execution of this Agreement has been duly authorized by the Developer, and the individual signing this Agreement on behalf of the Developer is empowered to execute such Agreement and bind the company. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Developer's company agreement, by-laws, or of any agreement or instrument to which Developer is a party to or by which it may be bound.

3.1.4 The Developer is not a party to any bankruptcy proceedings currently pending or contemplated, and Developer has not been informed of any potential involuntary bankruptcy proceedings.

3.1.5 The funds herein granted shall be used solely for the purpose of the reimbursement of and/or construction of the Project and all approved costs associated therewith.

3.1.6 Developer shall make diligent efforts to timely and fully comply with all of the terms and conditions of this Agreement. Developer shall use commercially reasonable efforts to confirm the Project is completed. Developer also agrees to obtain or cause to be obtained, and pay for, all necessary permits and approvals from City and/or all other governmental agencies having jurisdiction over the construction of Improvements in, on, upon or off the Property.

3.1.7 Developer shall have a continuing duty to cooperate with the City in providing all necessary information to assist City in complying with this Agreement; and to execute such other and further documents as may be reasonably required to comply herewith.

3.1.8 **Financing.** All costs, improvements and expenses associated with the Project shall be funded through the use of the Developer's own capital, through credit secured solely by the Developer, or other sources at Developer's sole risk without recourse.

3.1.9 **Employment of Undocumented Workers**. During the term of this Agreement, the Developer agrees to not knowingly employ any undocumented workers, and, if convicted of a violation under 8 U.S.C. Section 1324a (1), the Developer shall be in Default and pay the liquidated damages set forth in Section 2.3 hereof. The Developer is not liable for an unknown violation of this Section by a Tenant or by a person with whom the Developer contracts; provided, however, the identical federal law requirements provided for herein shall be included as part of any agreement or contract, which Developer enters into with any Tenant, subsidiary, assignee, affiliate, or franchisee for which grants provided herein will be used.

3.2 **City's Covenants and Duties.**

3.2.1 Subject to Developer's continued compliance with this Agreement, the City is obligated to waive a portion of building permit, plan review, and inspection fees associated with the multiple phase development described in Article II hereof, and after annexation of each phase as otherwise provided for herein, and in an amount not to exceed Five Hundred Seventy Five Thousand and Three Hundred Five Dollars and Sixty Cents ($575,305.60) for a period not to exceed twenty-five (25) years, subject to Developer's timely and full satisfaction of all applicable duties and terms within this Agreement, as solely determined by the City Council of the City of Helotes, Texas using reasonable discretion. Further, City's obligations to provide the benefits described in this Section shall cease upon the earlier of: (1) payment in full of the Maximum Reimbursement Amount; (2) the Agreement's Expiration Date; or (3) the earliest date of the Uncured Default by the Developer. Payment due to the Developer by the City in accordance with this Agreement shall be made within sixty (60) days of application for payment by the Developer; however, in no instance, shall the City be liable to the Developer for payment until actual tax proceeds have been received by the City.

3.2.2 The City hereby represents and warrants to Developer that the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

3.2.3 All Offsite Improvements constructed pursuant to the Project shall, after their acceptance, become the sole property of the City. City shall assume all operations and maintenance of the Site Improvements subject, at all times, to the terms provided for herein, and approved and recorded Subdivision plats; provided however, that nothing contained herein shall require City's acceptance or maintenance of substandard Site Improvements.

3.3 If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unconstitutional, or if the application thereof to any person or circumstances is found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Agreement which can be given effect without the invalid or unconstitutional provision or application.

3.4 Nothing contained herein shall ever be deemed to be a waiver or relinquishment of sovereign immunity by the City or the defenses of the Parties as to City or Developer which shall, at all times, be retained to the fullest extent authorized by law, and, minimally, to the same extent then and there existing prior to the approval and execution hereof.

ARTICLE IV.
TERMINATION

4.1 **Termination.** This Agreement shall terminate upon the earliest occurrence of any one or more of the following as applicable: (a) The written agreement of the Parties; (b) The Agreement's earliest applicable termination or Expiration Date, which in the case of the reduction of building permit, plan review, and inspection fees shall be as described in Section 2.1 hereof, and, as to local ad valorem taxation, as provided in Section 2.4; (c) Termination by Payment of Maximum Reimbursement Amount; (d) In the event the annexation(s) are not completed within two (2) years from the Effective Date of the Agreement for all purposes without further action by the Parties, (e) Termination after the uncured Default by the Developer, or (f) Developer files for bankruptcy.

ARTICLE V.
GENERAL PROVISIONS

5.1 **Default.**

5.1.1. A party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such party fails to perform, observe, or comply with any of its covenants, agreements, or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

5.1.2. Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within fifteen (15) days of the receipt of such notice, except for unanticipated effects covered under legal doctrine of force majeure. Upon a breach of this Agreement, the non-defaulting Party, in any court of competent jurisdiction, by an action or proceeding at law or in equity, may, to the extent permitted by law, secure the specific performance of the covenants and agreements herein contained, may be awarded damages for failure of performance, or both. Except as otherwise set forth herein, no action taken by a Party pursuant to the provisions of this Section or pursuant to the provisions of any other Section of this Agreement shall be deemed to constitute an election of remedies; and all remedies set forth in this Agreement shall be cumulative and non-exclusive of any other remedy either set forth herein or available to any Party at law or in equity. Each of the Parties shall have the affirmative obligation to mitigate its damages in the event of a default by the other Party.

5.1.3 Notwithstanding anything in this Agreement which is or may appear to be to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending or threatened litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures, or tornados], labor action, strikes or similar acts) the time for such performance shall be extended by the amount of time of such delay. The Party claiming delay of

performance as a result of any of the foregoing "force majeure" events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a "force majeure" event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

5.2 **No Personal Liability of Public Officials.** The Parties expressly agree that no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

ARTICLE VI.
DISPUTE RESOLUTION

6.1 **Mediation.** If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties shall first in good faith seek to resolve the dispute through negotiation between the upper management of each respective Party. If such dispute cannot be settled through negotiation, the Parties agree to try in good faith to settle the dispute by mediation before resorting to arbitration, litigation, or some other dispute resolution procedure; provided that a Party may not invoke mediation unless it has provided the other Party with written notice of the dispute and has attempted in good faith to resolve such dispute through negotiation. All costs of negotiation, mediation, and arbitration collectively known as alternate dispute resolution ("ADR") shall be assessed equally between the City and Developer with each party bearing their own costs for attorney's fees, experts, and other costs of ADR and any ensuing litigation

ARTICLE VII.
MISCELLANEOUS

7.1 **Binding Agreement.** The terms and conditions of this Agreement shall be binding on and inure to the benefit of the City, Developer, and their respective successors and assigns. The City Administrator shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the City Council of the City of Helotes.

7.2 **Mutual Assistance.** City and Developer will do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out such terms and provisions.

7.3 **Assignment.** Developer shall have the right to assign all of its rights, duties, and obligations under this Agreement to a duly qualified third party with prior written approval of the City Council of the City of Helotes, Texas. An approved assignment provided for herein shall relieve the Developer of any liability to the City or, including any required indemnity in the event that any Assignee hereof shall at any time be in default of the terms of this Agreement. The Agreement may only be assigned in the event that the Assignee agrees to perform without limitation each and every obligation imposed on Assignor (Developer) herein and the City receives adequate assurance in suitable form and manner of Assignee's ability, including financially, to undertake such obligations.

7.4 **Independent Contractors.**

7.4.1 It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, the Developer or its subcontractors or tenants at no time will be acting as agents of the City and that all consultants or contractors engaged by the Developer, its subcontractors or tenants will be independent contractors. The Parties hereto understand and agree that the City will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by the Developer under this Agreement, unless any such claims are due to the fault of the City.

7.4.2 By entering into this Agreement, with the specific exception of the duties and obligations imposed under this Agreement, the Parties do not waive, and shall not be deemed to have waived, any rights, immunities, or defenses either may have, including the defense of Parties, and nothing contained herein shall ever be construed as a waiver of sovereign or official immunity by the City, with such rights being expressly reserved to the fullest extent authorized by law and minimally to the same extent then and there existing prior to the execution hereof.

7.4.3 During the term of this Agreement, if Developer files and/or pursues an adversarial proceeding against the City regarding this Agreement without first engaging in good faith mediation of the dispute, then, at the City's option, all access to the Grants shall be suspended until the resolution of such adversarial proceeding.

7.4.4 Under no circumstances will the Grant funds received under this Agreement be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding regarding this Agreement against City or its employees and elected or appointed officials.

7.5 **Substantial Compliance and Default.**

7.5.1 Failure by either Party to timely and substantially comply with any performance requirement, duty, or covenant shall be considered an act of Default if uncured within sixty (60) days of receiving written notice from the other Party. Failure of the Developer to timely begin attempts to cure a default will give the City the right to terminate this Agreement, as solely and finally determined by the City Council of the City of Helotes, Texas using reasonable discretion.

7.5.2 **Authorized Parties.** Whenever under the provisions of this Agreement and other related documents and instruments or any supplemental agreements, any request, demand, approval, notice or consent of the City or Developer is required, or the City or Developer is required to agree or to take some action at the request of the other, such request, demand, approval, notice or consent, or agreement shall be given for the City, unless otherwise provided herein, by the City Administrator or his designee and for Developer by any officer of Developer so authorized by the Developer in writing (and, in any event, the officers executing this

Agreement are so authorized); and any party shall be authorized to act on any such request, demand, approval, notice or consent, or agreement.

7.6 Any notice to be given herein shall be in writing and shall be given by depositing same with the United States Postal Service, postage prepaid, via first class mail and certified, with return receipt requested. Notice required to be given herein shall be addressed as follows:

TO CITY:	**TO DEVELOPER:**
City of Helotes City Administrator P.O. Box 507 Helotes, Texas 78023	L&F-1, LLC President 6735 IH 10 West San Antonio, Texas 78201

7.7 Developer further agrees to give written notice to City of any and all changes of mailing address of Developer. In the event of assignment of this Agreement, Assignee shall give written notice to City of Assignee's mailing address, and all subsequent changes thereof.

7.8 **Governing Law**. The Agreement shall be governed by the laws of the State of Texas, and exclusive venue for any action concerning this Agreement shall be in Bexar County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

7.9 **Amendment**. This Agreement may be amended by mutual written agreement of the Parties, as approved by the City Council of the City of Helotes, Texas.

7.10 **Legal Construction**. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions of this Agreement, and it is the intention of the Parties to this Agreement that, in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

7.11 **Interpretation.** Each of the Parties has been represented by counsel of their choosing in the negotiation and preparation of this Agreement. Regardless of which Party prepared the initial draft of this Agreement, this Agreement shall, in the event of any dispute, whatever its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against any Party.

7.12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner, relates to the subject matter of this Agreement, except as provided for in any Exhibits attached hereto or duly approved amendments to this Agreement, as approved by the City Council of the City of Helotes, Texas.

7.13 **Recitals.** The recitals to this Agreement are incorporated herein as findings of fact.

7.14 **Paragraph Headings**. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the various and several paragraphs.

7.15 **Counterparts**. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

7.16 **Exhibits.** Any Exhibits attached hereto are incorporated by reference for all purposes.

7.17 **Survival of Covenants**. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

7.18 **INDEMNIFICATION. DEVELOPER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, CITY AND (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S ACTIONS ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO DEVELOPER OR DEVELOPER'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF DEVELOPER OR DEVELOPER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTORS OR SUBCONTRACTORS OF DEVELOPER OR DEVELOPER'S TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. DEVELOPER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF DEVELOPER OR DEVELOPER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.**

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL BE AN INDEMNITY EXTENDED BY DEVELOPER TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE OR INTENTIONAL MISCONDUCT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. DEVELOPER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, SHALL BE AN INDEMNITY EXTENDED BY DEVELOPER TO INDEMNIFY, PROTECT AND HOLD HARMLESS CITY FROM THE CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE FOR INTENTIONAL MISCONDUCT. THE INDEMINTY PROVIDED FOR IN THIS PARAGRPAH SHALL APPLY ONLY, TO THE EXTENT OF ANY COMPARATIVE NEGLIGENCE STATUTES AND FINDINGS, WHEN THE NEGLIGENT ACT OF CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND IT SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. DEVELOPER FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF CITY AND IN THE NAME OF CITY ANY CLAIM OR LITIGATION BROUGHT AGAINST CITY (AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES), IN CONNECTION WITH AND SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THE INDEMINTY SHALL APPLY, AS SET FORTH ABOVE.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE DEVELOPER SHALL SURVIVE THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT FOR THE APPLICABLE LIMITATIONS PERIOD AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND/OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

7.19. **Insurances; Subcontractors.**

7.19.1 The Developer shall maintain, at its own cost and expense, such usual, customary, and appropriate insurance as will protect Developer and City, as applicable, from all

claims for damages to persons and to property which may arise from any operations under this Agreement, or any of its amendments. The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by the Developer and its contractors and subcontractors during the construction of the Improvements. All insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to the City. All such insurance shall remain in effect until completion and acceptance by the City of the Improvements on the Property.

7.19.2 Prior to commencing any work, Developer shall request from and provide to the City at the address shown above, the Developer's and contractors Certificates of Insurance under all such policies, certifying compliance with the minimum coverage outlined below. All policies shall be endorsed to provide that in the event of cancellation or reduction of coverage during the policy period, thirty (30) days advance written notice of such cancellation or reduction will be mailed to the City of Helotes.

7.19.3 Insurance shall be carried with financially responsible insurance companies, licensed in the State of Texas, with an A.M. Best Rating of A(-)VI or better.

7.19.4 All policies required by this Article shall contain mutual waivers of subrogation as to the City and Developer.

7.19.5 **Comprehensive General Liability Insurance.** With limits of liability for bodily injury of not less than $1,000,000.00 any one occurrence, and for property damage of not less than $1,000,000.00 any one occurrence, and $2,000,000.00 aggregate. Such insurance shall include the following:

7.19.6 **Comprehensive Automobile Liability Insurance.** With limits of liability for bodily injury of not less than $1,000,000.00 any one person, and $2,000,000.00 any one occurrence, and for property damage of not less than $1,000,000.00 any one occurrence. Such coverage shall include owned, hired, and non-owned vehicles.

7.19.7 All required policies shall be endorsed with blanket waivers of subrogation.

7.20 **Additional Instruments.** City and Developer agree and covenant to cooperate, negotiate in good faith, and to execute such other and further instruments and documents as may be reasonably required to fulfill the public purposes provided for and included within this Agreement. Wherever Developer is required in this Agreement to include language in future agreements requiring a Tenant or successor entity to perform an action in conformance with this Agreement, Developer shall be allowed to file document(s) referencing the Property and complying with such language in the public records of Bexar County and such filing which meets those terms shall allow Developer to be deemed to be in compliance with such terms.

7.21 **Termination.** Notwithstanding anything contained herein to the contrary, wherever and whenever this Agreement allows the Developer to terminate the Agreement due to the City's inability or failure to approve a required condition, exception, covenant, or variance; such termination shall mutually release the Developer and City of any further duty of performance as of the effective date thereof.

7.23 **Governmental Immunity**. Nothing contained herein shall ever be construed as a waiver or relinquishment of governmental or sovereign immunity by City the rights to which are specifically reserved herein to the fullest extent authorized by law and minimally to the extent then and there existing prior to the execution hereof.

7.24 Nothing contained herein shall ever be construed as creating an agency or partnership of any type between the Parties hereto.

7.25 When the context requires, the male gender shall include the female and neuter gender and the singular shall include the plural.

7.26 Developer shall, as requested by City, provide an irrevocable letter of credit in the total amount of the costs of the Project, less an offset for any amounts already expended at the time such document is requested, in the manner and form required by the City's Subdivision Code for the construction of public improvements.

7.27 It is understood that this Agreement contemplates the acceptance of public improvements and certain waivers (variances) to the City's Subdivision and Zoning Codes. Nothing contained in this Agreement shall ever be construed as a waiver of such requirements, the application of such which shall require the official action of the City Council and/or its commissions, including, but not limited to, the Planning and Zoning Commission and the Board of Adjustment in the manner prescribed by law whose discretion and official action shall be independently exercised..

CITY OF HELOTES

By: _____
Thomas A. Schoolcraft
Mayor

L&F-1, LLC

By: _____
Fred Ghavidel
President

ATTEST:

_____
Celina Perez

City Secretary

APPROVED AS TO FORM

By: _____
Francisco J. Garza
City Attorney

EXHIBIT "A"

ANNEXATION PETITION, DEVELOPMENT PHASING, METES AND BOUNDS DESCRIPTIONS, AND BRICEWOOD SUBDIVISION MAPS

Petition Requesting Annexation by Area Landowners

TO THE MAYOR OF THE GOVERNING BODY OF HELOTES, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby petition your honorable Body to extend the present city limits so as to include as part of the City of Helotes, Texas, the following described territory, to wit:

(Please describe the territory covered by the petition by metes and bounds or attach a copy of your deed)

We certify that the above described tract of land is contiguous and adjacent to the City of Helotes, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

Signed: _____

Signed: N/A

STATE OF TEXAS
COUNTY OF BEXAR }

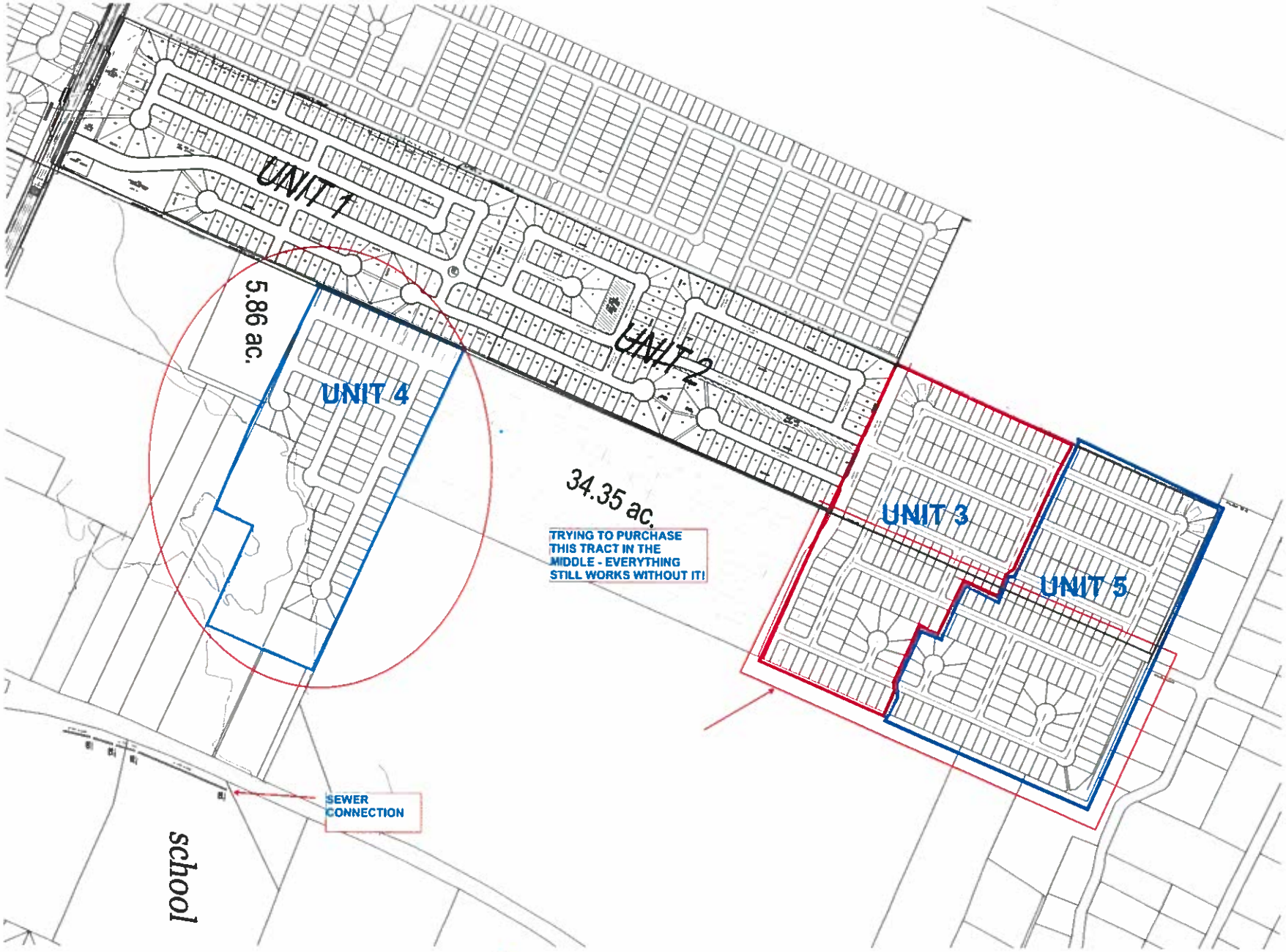
Before me, the undersigned authority, on this day personally appeared Fred Ghavidel,

and N/A known to me to be the person(s) whose name(s) is/are subscribed to the forgoing instrument and acknowledged to me that she/he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, the 9th day of May, 2018

Armandina A Ortiz
Notary Public

ARMANDINA A ORTIZ
My Notary ID # 11869043
Expires May 1, 2022


UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
5.86 ac.
34.35 ac.
TRYING TO PURCHASE THIS TRACT IN THE MIDDLE - EVERYTHING STILL WORKS WITHOUT IT!
SEWER CONNECTION
school

State of Texas
County of Bexar

Field Notes for a 27.502 acre tract of land out of the Manuel Martinez Y Musquiz Survey No. 80, Abstract 467, County Block 4450 in Bexar County, Texas. Said 27.502 acre tract of land being out of a called 32.07 acre tract of land as described in a deed to Roberto Payan and Patricia H. Payan, husband and wife as recorded in Volume 12921, Page 734 of the Official Public Records of Bexar County, Texas. Said 27.502 acre tract of land being more particularly described by metes and bounds as follows:

Beginning and a one half inch iron rod found for the western corner of Lot 1, Block 1, County Block 4450, of Glenwinkel Subdivision as recorded in Volume 6700, Page 193 of the Deed and Plat Records of Bexar County, Texas. Said point being on the northern line of a called 5.50 acre tract of land as described in a deed to Connie B. Moore, recorded in Volume 16523, Page 1847 of the Official Public Records of Bexar County, Texas.

THENCE with the southern line of the herein described 27.502 acre tract of land, North 65° 01' 05" West, at a distance of 1196.66 feet passing a one half inch iron rod, in all a distance of 1197.87 feet to a one half inch iron rod set on the southeastern line of Bricewood Subdivision, Unit 1A, recorded in Volume 9705, Page 130 of the Deed and Plat Records of Bexar County, Texas..

THENCE with the southeastern line of Bricewood Subdivision and the northwestern line of this tract, North 23° 51' 17" East, a distance of 503.86 feet to a one half inch iron rod set for an angle point and North 24° 07' 16" East, a distance of 258.66 feet to a one half inch iron rod set for the north corner of the herein described 27.502 acre tract and being the western corner of a called 100.97 acre tract of land as described in a deed to J2G Properties, Ltd., A Texas Limited Partnership, recorded in Volume 18478, Page 1060 of the Official Public Records of Bexar County, Texas.

THENCE with the northern line of this tract and the southwestern line of the aforesaid 100.97 acre tract, South 65° 04' 32" East, at a distance of 3.08 feet passing a one half inch iron rod, in all a distance of 1701.07 feet to a one half inch iron rod set for the eastern corner of this tract.

THENCE cutting into the aforesaid 32.07 acre tract, South 24° 00' 49" West, a distance of 35.62 feet to a one half inch iron rod set for the north corner of a called 3.00 acre tract of land as described in a deed to Roberto Payan and Patricia HSU Payan, recorded in Volume 14598, Page 2116 of the Official Public Records of Bexar County, Texas.

THENCE with the eastern line of this tract, South 24° 00' 48" West, a distance of 563.51 feet to a one half inch iron rod set for the western corner what will be the remainder of the aforesaid 32.07 acre tract of land said point being on the northern line of the aforesaid Glenwinkel Subdivision.

THENCE with the northern line of said Glenwinkel Subdivision, North 65° 05' 46" West, a distance of 499.33 feet to a one half inch iron rod found for an interior corner of this tract and being the north corner of said Glenwinkel Subdivision.

THENCE with the northwest line of said Glenwinkel Subdivision, South 24° 51' 57" West, a distance of 199.99 feet to the point of the Beginning.

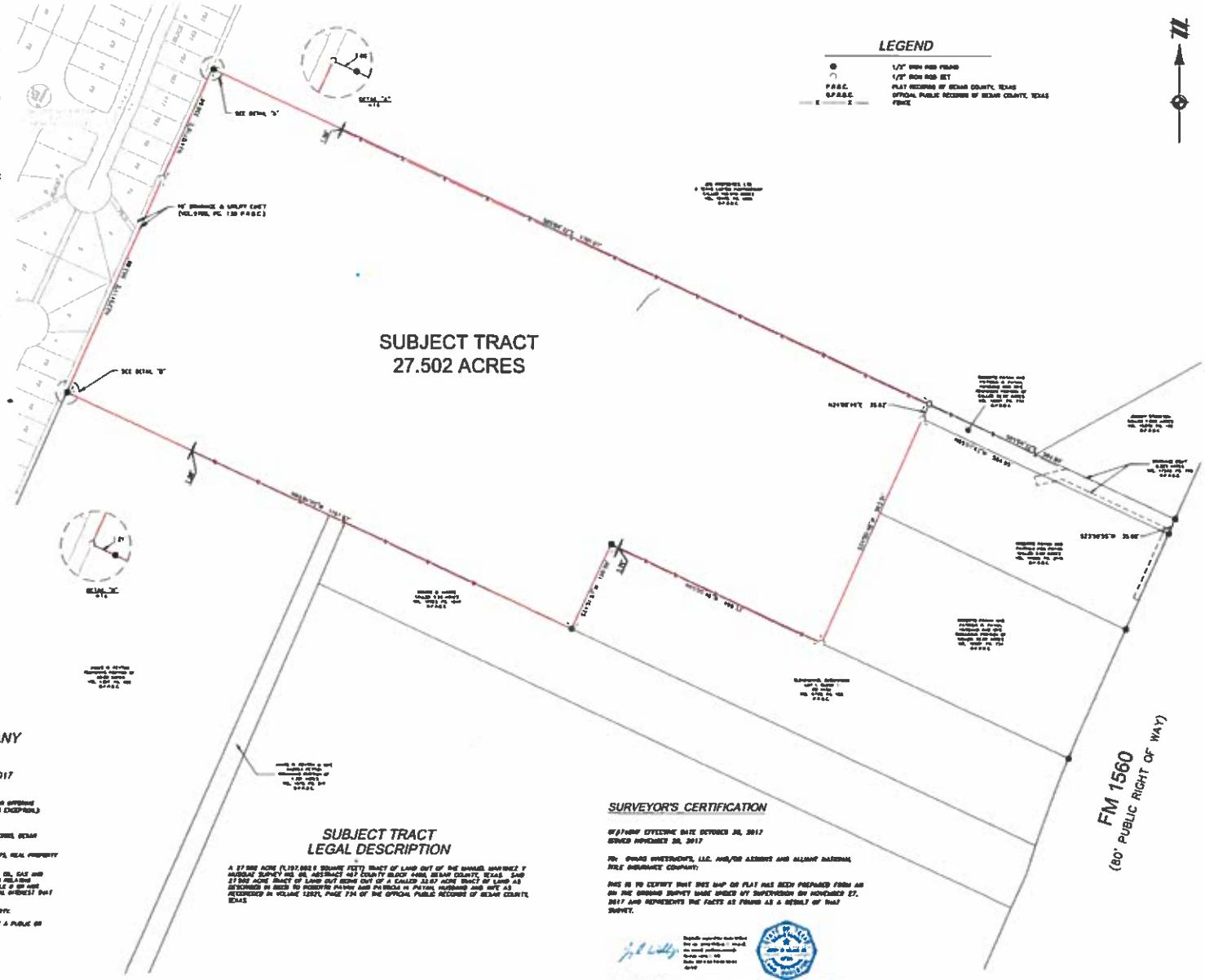
I hereby certify that these field notes were prepared from an on the ground survey made by employees of Atwell, LLc working under my direction and supervision on November 27, 2017.

STATE OF TEXAS
REGISTERED
JERRY D. WILKIE JR.
4724
PROFESSIONAL
LAND SURVEYOR

Digitally signed by Jerry Wilkie
DN: cn=Jerry Wilkie, o=Atwell, ou, email=jwilkie@atwell-Group.com, c=US
Date: 2018.01.14 18:01:35 -06'00'

SURVEY NOTES

1. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BEXAR COUNTY, TEXAS, (COMMUNITY-PANEL NUMBER [illegible], DATED SEPTEMBER 29, 2010), ALL OF THE SUBJECT PROPERTY LIES WITHIN ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN." AND ZONE A, BASE FLOOD ELEVATIONS DETERMINED, FLOOD ZONES ARE SHOWN AND SCALED FROM FEMA FLOOD MAPS.
2. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON VISIBLE STRUCTURES AND MAPS AND/OR FIELD LOCATED MARKINGS PROVIDED BY THE UTILITY COMPANIES SERVICING THAT UTILITY AND ARE APPROXIMATE ONLY. THE PROPERTY SHOWN HEREON MAY BE SERVED BY UNDERGROUND UTILITIES WHICH ARE NOT SHOWN HEREON. ALL UTILITY COMPANIES SHOULD BE CONTACTED BEFORE BEGINNING ANY DESIGN OR CONSTRUCTION.
3. NORTH ARROW AND BEARINGS SHOWN HEREON ARE BASED ON TEXAS SOUTH CENTRAL ZONE GRID COORDINATES – NAD 83. WORLD GLOBAL POSITIONAL SYSTEM (GPS) AND REFERED BY AN RPVS SOLUTION ON NOVEMBER 27, 2017. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS EXPRESSED IN U.S. SURVEY FEET.
4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN [illegible] FEET.
5. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THIS PLAT DOES NOT CONVEY TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS WRITTEN CERTIFICATION BY THE SURVEYOR NAMED AND PERSON, PERSONS, OR ENTITY.
6. STATE, COUNTY, & LOCAL BUFFERS AND SETBACKS MIGHT EXIST ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
7. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A TEXAS LICENSED LAND SURVEYOR.
8. THERE WAS NO DISCERNABLE EVIDENCE OF HUMAN BURIALS OR CEMETERIES ON THE SUBJECT PROPERTY AT THE TIME OF THE FIELD SURVEY.
9. ATWELL LLC DOES NOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTES LOCATED ON THE SUBJECT PROPERTY.



LEGEND

●	1/2" IRON ROD FOUND
○	1/2" IRON ROD SET
P.R.B.C.	PLAT RECORDS OF BEXAR COUNTY, TEXAS
O.P.R.B.C.	OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
X	FENCE

ALLIANT NATIONAL TITLE INSURANCE COMPANY TITLE EXCEPTIONS

TITLE COMMITMENT NO. 746NF
EFFECTIVE DATE: OCTOBER 30, 2017

1. [NOTE: ITEMS NO. 1 – NO. 6 ARE INTENTIONALLY OMITTED]

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE ARE INSERT MATTERS OR DELETE THIS EXCEPTION.)

A. RIGHTS OF PARTIES IN POSSESSION. (OWNER'S POLICY ONLY.)

B. ELECTRIC EASEMENT RECORDED IN VOLUME 6021, PAGE 433, DEED RECORDS, BEXAR COUNTY, TEXAS. (BLANKET TYPE)

C. DRAINAGE EASEMENT AMENDMENT RECORDED IN VOLUME 17130, PAGE 775, REAL PROPERTY RECORDS, BEXAR COUNTY, TEXAS. (SHOWN)

D. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTEREST THAT ARE NOT LISTED.

E. VISIBLE OR APPARENT EASEMENTS OVER AND ACROSS SUBJECT PROPERTY.

F. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY OR HIGHWAY

SUBJECT TRACT LEGAL DESCRIPTION

A 27.502 ACRE (1,197,992.5 SQUARE FEET) TRACT OF LAND OUT OF THE MANUEL MARTINEZ Y MUSQUIZ SURVEY NO. 96, ABSTRACT 487 COUNTY BLOCK 4450, BEXAR COUNTY, TEXAS. SAID 27.502 ACRE TRACT OF LAND BEING OUT OF A CALLED 33.87 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO HOUSTON PATRICK AND PATRICIA M. PATRICK, HUSBAND AND WIFE AS RECORDED IN VOLUME 12571, PAGE 734 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS

SURVEYOR'S CERTIFICATION

I, [illegible] CERTIFIED DATE OCTOBER 30, 2017
SIGNED NOVEMBER 30, 2017

TO: [illegible] INVESTMENTS, LLC. AND/OR ASSIGNS AND ALLIANT NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT HAS BEEN PREPARED FROM AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION ON NOVEMBER 27, 2017 AND REPRESENTS THE FACTS AS FOUND AS A RESULT OF THAT SURVEY.

[illegible]
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. [illegible]

811 Know what's below. Call before you dig.

ATWELL
[illegible]

MANUEL MARTINEZ Y MUSQUIZ
SURVEY NO. 96, ABSTRACT 487
COUNTY BLOCK 4450
BEXAR COUNTY, TEXAS

CLIENT: NEW LEAF HOMES
BOUNDARY SURVEY

DATE: 11/30/2017

REVISIONS

SCALE: 1" = 100 FEET

DWN JD
CHKD NA
JOB 17003163
SHEET NO. 01

State of Texas
County of Bexar

Field Notes for a 30.029 acre tract of land out of the Manuel Martinez Y Musquiz Survey No. 80, Abstract 467, County Block 4450 in Bexar County, Texas. Said 30.029 acre tract of land being that same called 30.00 acre tract of land as described in a deed to Daniel Jack Weatherford & Valerie Shannon as recorded in Volume 5757, Page 1303 of the Official Public Records of Bexar County, Texas. Said 30.029 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a rail road spike found for the southern corner of the herein described 30.029 acre tract of land. Said point being on the northeastern line of a called 100.970 acre tract of land as described in a deed to J2G Properties, LTD., recorded in Volume 18478, Page 1060 of the Official Public Records of Bexar County, Texas.

THENCE with the southwestern line of the herein described 30.029 acre tract of land and the northeastern line of the aforesaid 100.970 acre tract, North 66° 29' 15" West, at a distance of 771.68 feet passing a one half inch iron rod found, in all a distance of 773.78 feet to a one half inch iron rod set on the southeastern line of Bricewood Subdivision, Unit 2, recorded in Volume 9716, Page 40 of the Deed and Plat Records of Bexar County, Texas.

THENCE with the southeastern line of Bricewood Subdivision, Unit 2 and the northwestern line of this tract, North 23° 39' 18" East, a distance of 1692.06 feet to a fence post found for the north corner of the herein described 30.029 acre tract and being on the southwestern line of the Beverly Hills Subdivision recorded in Volume 5300, Page 267 of the Deed and Plat Records of Bexar County, Texas.

THENCE with the northeastern line of this tract and the southwestern line of the aforesaid Beverly Hills Subdivision, South 66° 40' 15" East, passing one half inch iron rods at distances of 16.16 feet and 226.43 feet, in all a distance of 336.66 feet to a one half inch iron rod set for an angle corner of this tract and South 66° 28' 45" East, passing one half inch iron rods at distances of 16.81 feet, 166.47 feet and 315.78 feet, in all a distance of 434.94 feet to a one half inch iron rod found for the east corner of this tract and being the north corner of a called 2.649 acre tract of land as described in a deed to John W. Judson and Renate M. Judson, recorded in Volume 10877, Page 229 of the Official Public Records of Bexar County, Texas.

THENCE with the southeast line of this tract and the northwest line of the aforesaid 2.649 acre tract, South 23° 34' 53" West, passing one half inch iron rods at distances of 326.03 feet and 654.60 feet, in all a distance of 1693.07 feet to the point of the Beginning.

I hereby certify that these field notes were prepared from an on the ground survey made by employees of Atwell, LLC working under my direction and supervision on November 28, 2017.

STATE OF TEXAS
REGISTERED
JERRY D. WILKIE JR.
4724
PROFESSIONAL
LAND SURVEYOR

Jerry Wilkie

Digitally signed by Jerry Wilkie
DN: cn=Jerry Wilkie, o=Atwell, ou, email=jwilkie@atwell-Group.com, c=US
Date: 2018.02.12 10:22:11 -06'00'

ALLIANT NATIONAL TITLE INSURANCE COMPANY
TITLE EXCEPTIONS
TITLE COMMITMENT NO. 747NF
EFFECTIVE DATE: NOVEMBER 1, 2017

1. [NOTE: ITEMS NO. 2 – NO. 8 AREA INTENTIONALLY OMITTED]

10. THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS (WE MAY INSERT MATTERS OR DELETE THIS EXCEPTION):

A. RIGHTS OF PARTIES IN POSSESSION (OWNER'S POLICY ONLY)

B. BOUNDARY LINE AND FENCE AGREEMENT RECORDED IN VOLUME 3884, PAGE 866, DEED RECORDS, BEXAR COUNTY, TEXAS (DOES NOT AFFECT)

C. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF MINERAL INTERESTS THAT ARE NOT LISTED.

D. VISIBLE OR APPARENT EASEMENTS OVER AND ACROSS SUBJECT PROPERTY

E. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY OR HIGHWAY

SURVEY NOTES

1. ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) FOR BEXAR COUNTY, TEXAS, (COMMUNITY-PANEL NUMBER 48029C0215G, DATED SEPTEMBER 29, 2010), NO. OF THE SUBJECT PROPERTY LIES WITHIN ZONE X, DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN."

2. THE LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON VISIBLE STRUCTURES AND MAPS AND/OR FIELD LOCATED MARKINGS PROVIDED BY THE UTILITY COMPANIES SERVICING THAT UTILITY AND ARE APPROXIMATE ONLY. THE PROPERTY SHOWN HEREON MAY BE SERVED BY UNDERGROUND UTILITIES WHICH ARE NOT SHOWN HEREON. ALL UTILITY COMPANIES SHOULD BE CONTACTED BEFORE BEGINNING ANY DESIGN OR CONSTRUCTION.

3. NORTH ARROW AND BEARINGS SHOWN HEREON ARE BASED ON TEXAS SOUTH CENTRAL ZONE GRID COORDINATES — NAD 83, USING GLOBAL POSITIONAL SYSTEM (GPS) AND SERVED BY AN GPVS STATION ON NOVEMBER 27, 2017. ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS EXPRESSED IN U.S. SURVEY FEET.

4. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN [illegible] FEET.

5. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS OR ENTITY WITHOUT EXPRESS WRITTEN CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PERSONS, OR ENTITY.

6. STATE, COUNTY, & LOCAL BUFFERS AND SETBACKS MUST EXIST ON THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.

7. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A TEXAS LICENSED LAND SURVEYOR.

8. THERE WAS NO OBSERVABLE EVIDENCE OF HUMAN BURIALS OR CEMETERIES ON THE SUBJECT PROPERTY AT THE TIME OF THE FIELD SURVEY.

9. ATWELL LLC DOES NOT WARRANT THE EXISTENCE OR NONEXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTES LOCATED ON THE SUBJECT PROPERTY.

SURVEYOR'S CERTIFICATION

GF#747NF EFFECTIVE DATE NOVEMBER 1, 2017
ISSUED NOVEMBER 30, 2017

TO: OHANA INVESTMENTS, LLC. AND/OR ASSIGNS AND ALLIANT NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT HAS BEEN PREPARED FROM AN ON THE GROUND SURVEY MADE UNDER MY SUPERVISION ON NOVEMBER 27, 2017 AND REPRESENTS THE FACTS AS FOUND AS A RESULT OF THAT SURVEY.

JOHN A. DILLY JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4724

LEGAL DESCRIPTION

A 30.029 ACRE (1,308,677.9 SQUARE FEET) TRACT OF LAND OUT OF THE MANUEL MARTINEZ Y MARQUEZ SURVEY NO. 80, ABSTRACT 467 COUNTY BLOCK 4450, BEXAR COUNTY, TEXAS. SAID 30.029 ACRES BEING CALLED A 30.00 ACRE TRACT OF LAND AS RECORDED IN VOLUME 5757, PAGE 1303 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

811 Know what's below. Call before you dig.

ATWELL
210.490.4200 www.atwell-group.com
18100 Stonehill Blvd., Suite 200
San Antonio, TX 78258
TBPELS F-10024

MANUEL MARTINEZ Y MARQUEZ
SURVEY NO. 80, ABSTRACT 467
COUNTY BLOCK 4450
BEXAR COUNTY, TEXAS

NEW LEAF HOMES
BOUNDARY SURVEY

11/29/2017

REVISIONS

SCALE 0 50 100
1" = 100 FEET

DW JD
CK JD

JOB 17003186

SHEET NO. 01

EXHIBIT "B"

APPROXIMATED REIMBURSEMENT SCHEDULE TO DEVELOPER

EXHIBIT B

APPROXIMATED REIMBURSEMENT SCHEDULE TO DEVELOPER

		Year	No. of Homes Constructed	Avg. Home Price	Cum. Valuation	0.35 Tax Rate	% Reimbursement	Reimbursement to Developer	Remainder to City
Total Cost:	$ 13,133,363.00	1	90	$ 230,000.00	$ 20,700,000.00	$ 72,450.00	25%	$ 18,112.50	$ 54,337.50
25% Reimbursement /		2	90	$ 235,000.00	$ 41,850,000.00	$ 146,475.00	25%	$ 36,618.75	$ 109,856.25
Based Upon Projected	$ 3,283,340.75	3	100	$ 240,000.00	$ 65,850,000.00	$ 230,475.00	25%	$ 57,618.75	$ 172,856.25
Total Cost:		4	90	$ 245,000.00	$ 87,900,000.00	$ 307,650.00	25%	$ 76,912.50	$ 230,737.50
		5		4% Increase	$ 91,416,000.00	$ 319,956.00	25%	$ 79,989.00	$ 239,967.00
		6		4% Increase	$ 95,072,640.00	$ 332,754.24	25%	$ 83,188.56	$ 249,565.68
		7		4% Increase	$ 98,875,545.60	$ 346,064.41	25%	$ 86,516.10	$ 259,548.31
		8		4% Increase	$ 102,830,567.42	$ 359,906.99	25%	$ 89,976.75	$ 269,930.24
		9		4% Increase	$ 106,943,790.12	$ 374,303.27	25%	$ 93,575.82	$ 280,727.45
		10		4% Increase	$ 111,221,541.73	$ 389,275.40	25%	$ 97,318.85	$ 291,956.55
		11		4% Increase	$ 115,670,403.39	$ 404,846.41	25%	$ 101,211.60	$ 303,634.81
		12		4% Increase	$ 120,297,219.53	$ 421,040.27	25%	$ 105,260.07	$ 315,780.20
		13		4% Increase	$ 125,109,108.31	$ 437,881.88	25%	$ 109,470.47	$ 328,411.41
		14		4% Increase	$ 130,113,472.64	$ 455,397.15	25%	$ 113,849.29	$ 341,547.87
		15		4% Increase	$ 135,318,011.55	$ 473,613.04	25%	$ 118,403.26	$ 355,209.78
		16		4% Increase	$ 140,730,732.01	$ 492,557.56	25%	$ 123,139.39	$ 369,418.17
		17		4% Increase	$ 146,359,961.29	$ 512,259.86	25%	$ 128,064.97	$ 384,194.90
		18		4% Increase	$ 152,214,359.74	$ 532,750.26	25%	$ 133,187.56	$ 399,562.69
		19		4% Increase	$ 158,302,934.13	$ 554,060.27	25%	$ 138,515.07	$ 415,545.20
		20		4% Increase	$ 164,635,051.50	$ 576,222.68	25%	$ 144,055.67	$ 432,167.01
		21		4% Increase	$ 171,220,453.56	$ 599,271.59	25%	$ 149,817.90	$ 449,453.69
		22		4% Increase	$ 178,069,271.70	$ 623,242.45	25%	$ 155,810.61	$ 467,431.84
		23		4% Increase	$ 185,192,042.57	$ 648,172.15	25%	$ 162,043.04	$ 486,129.11
		24		4% Increase	$ 192,599,724.27	$ 674,099.03	25%	$ 168,524.76	$ 505,574.28
		25		4% Increase	$ 200,303,713.24	$ 701,063.00	25%	$ 175,265.75	$ 525,797.25
			370				**Total Taxes Collected:**		$ 8,239,340.93
							Total Reimbursement:	$ 2,746,446.98	
							Permit Savings Due to Reduction:	$ 575,305.60	
							Estimated Total Reimbursement:	$ 3,321,752.58	
							Approx. % of Total Cost:	25%	

SCE
TBPE FIRM REGISTRATION NO F-1601
Seda Consulting Engineers, Inc.
6735 I.H. 10 West
San Antonio, TX 78201

Phone: (210) 308-0057
FAX: (210) 308-8842
E-MAIL:seda@satx.rr.com

BRICEWOOD SUBDIVISION NEW PARCELS
COST SUMMARY

1- STREETS	$ 8,342,787.00
2- DRAINAGE	886,870.00
3- WATER SYSTEM	1,078,926.00
4- SANITARY SEWER	1,290,780.00
SUBTOTAL - 1	$11,599,363.00

Misc.

A- ELECTRIC & GAS.....	$ 460,000.00
B- PLATTING	38,000.00
C- PROFESSIONAL SERVICES.....	1,036,000.00
SUBTOTAL – 2	$ 1,534,000.00
GRAND TOTAL	$13,133,363.00

Job No. 1596

BRICEWOOD SUBDIVISION NEW PARCELS
PRELIMINARY COST ESTIMATE
STREETS

BIDDER:

ITEM	DESCRIPTION	UNIT	EST/QTY	UNIT	TOTAL
1	Street Excavation (Local 'A')	CY	63,270.00	$ 3.80	$ 240,426.00
2	Street Excavation (Local 'B')	CY	14,425.00	$ 3.80	$ 54,815.00
3	Street Fill & Embankmet	CY	31,280.00	$ 3.40	$ 106,352.00
4	9.5" Aggregate Base (Local 'A')	SY	45,490.00	$ 12.00	$ 545,880.00
5	19.5" Aggregate Base (Local 'B')	SY	5,460.00	$ 18.00	$ 98,280.00
6	6" Lime Stabilization @30lb/sy	SY	210,148.00	$ 7.00	$ 1,471,036.00
7	8" Lime Stabilization @40lb/sy	SY	4,820.00	$ 11.00	$ 53,020.00
8	Lime Material	TON	3,450.00	$ 180.00	$ 621,000.00
9	Prime Coat	GAL	43,680.00	$ 4.00	$ 174,720.00
10	Tack Coat	GAL	21,840.00	$ 3.50	$ 76,440.00
11	2" Type D HMAC (Local 'A')	SY	210,148.00	$ 11.00	$ 2,311,628.00
12	3" Type D HMAC (Local 'B')	SY	4,820.00	$ 16.00	$ 77,120.00
13	Standard Machine Laid Curb	LF	20,140.00	$ 9.00	$ 181,260.00
14	Street Signs	EA	34.00	$ 380.00	$ 12,920.00
15	Other Signs (Stop, Speed, No Parking, Dead End)	EA	210.00	$ 300.00	$ 63,000.00
16	Construction Exit	LS	6.00	$ 2,017.00	$ 12,102.00
17	Silt Fence (Pre-Construction)	LF	8,976.00	$ 3.00	$ 26,928.00
19	Hay Bale	LF	200.00	$ 40.00	$ 8,000.00
21	Type III Barricade	EA	6.00	$ 350.00	$ 2,100.00
22	4' Sidewalk (at designated areas)	SY	12,396.00	$ 42.00	$ 520,632.00
24	Lot and Site Grading	LS	1.00	$ 562,288.00	$ 562,288.00
25	Clearing (Including Tree Removal)	LS	1.00	$ 92,000.00	$ 92,000.00
27	General Conditions	LS	1.00	$ 34,000.00	$ 34,000.00
28	ADA Handicapped Ramps	EA	74	$ 750.00	$ 55,500.00
	STOP SIGN 30"	EA	34	$ 360.00	$ 12,240.00
	FIRE LANE STRIPING	LS	11940	$ 15.00	$ 179,100.00
	Mobilization	EA			$ 750,000.00
				TOTAL	$ 8,342,787.00

BRICEWOOD SUBDIVISION NEW PARCELS
DRAINAGE COST ESTIMATE

ITEM	DESCRIPTION	UNIT	EST/QTY	UNIT	TOTAL
1	Channel(s) Excavation	CY	14,800.00	$ 3.50	$ 51,800.00
2	Concrete/riprap/toe down	CY	1,500.00	$ 365.00	$ 547,500.00
3	4' sidewalks raised at channe	SY	80.00	$ 95.00	$ 7,600.00
4	4'X5' Conc. Box culvert	LF	160.00	$ 261.80	$ 41,888.00
5	Concrete Baffle Blocks	EA	86.00	$ 50.00	$ 4,300.00
6	Detention Ponds	EA	4.00	$ 58,000.00	$ 232,000.00
7	Rock Rip Rap	LS	1.00	$ 1,780.00	$ 1,780.00
				TOTAL	$ 886,868.00

BRICEWOOD SUBDIVISION NEW PARCELS

WATER IMPROVEMENTS

PRELIMINARY COST ESTIMATE

PHASE-I

NO.	DESCRIPTION	UNIT	EST/QTY	UNIT PRICE	TOTAL
1	8" Pipe, PVC, C900, Class 150 & Tie to Existin	LF	11,450	$ 26.00	$ 297,700.00
2	8" Gate Valve, Complete W/6" Box	EA	42	$ 1,534.00	$ 64,428.00
3	Standard Fire Hydrant	EA	38	$ 4,854.00	$ 184,452.00
4	2" Blowoff (Temp.)	EA	12	$ 1,400.00	$ 16,800.00
5	2" Blowoff (Perm.)	EA	4	$ 1,400.00	$ 5,600.00
6	D.I. Fittings	TON	7	$ 6,308.00	$ 44,156.00
7	1" Dual Service, Long	EA	180	$ 1,119.00	$ 201,420.00
8	1" Dual Service, Short	EA	160	$ 808.00	$ 129,280.00
9	3/4" Single Service, Long	EA	18	$ 880.00	$ 15,840.00
10	3/4" Single Service, Short	EA	12	$ 618.20	$ 7,418.40
11	Hydrostatic Testing	EA	5	$ 8,898.50	$ 44,492.50
				TOTAL	$1,011,586.90
	PHASE II				
12	Meter Box	EA	370	$ 182.00	$ 67,340.00
				TOTAL COST	$1,078,926.90

BRICEWOOD SUBDIVISION NEW PARCELS

SANITARY SEWER IMPROVEMENTS

PRELIMINARY COST ESTIMATE

ITEM	DESCRIPTION	QTY	UNIT	UNIT	TOTAL
1	Trench Excavation Safety Protection	11740	LF	$ 2.00	$ 23,480.00
2	8" SAN. SWR PVC SDR 26	11740	LF	$ 35.00	$ 410,900.00
3	San. Sew. Manhole	42	EA	$ 4,310.00	$ 181,020.00
5	** 6" Sanitary Sewer Laterals	12950	LF	$ 34.20	$ 442,890.00
6	San. Sew. Main Television Inspection (8")	11740	LF	$ 2.00	$ 23,480.00
7	DROP MANHOLE	2	EA	$ 5,970.00	$ 11,940.00
8	EXTRA DEPTH MANHOLE	228	VF	$ 485.00	$ 110,580.00
9	6" VERTICAL STACKS	1860	VF	$ 46.50	$ 86,490.00
				TOTAL	$ 1,290,780.00

BRICEWOOD SUBDIVISION NEW PARCELS
MISC.
PRELIMINARY COST ESTIMATE

ITEM	DESCRIPTION		UNIT	$/UNIT
1	**Electric**		LS	$ 348,000.00
2	**GAS**		LS	$ 112,000.00
3	**Platting**			$ 38,000.00
4	**Professional Services**			
a	FESIBILITY STUDY		EA	$ 8,000.00
b	Master Development Plan to include slop calculation Etc.		LS	$ 45,000.00
c	Surveying, Boundry, Trees, Topo, Constructio and Final Lot staking		LS	$ 235,000.00
d	Design Streets, Drainages, Drainage study and Detention Pond sizind and design.		LS	$ 485,000.00
e	Grading of the entire site(s)		LS	$ 43,000.00
f	Design of onsite and offsite Sanitary Sewer and Water Syst		LS	$220,000.00
	TOTAL			$1,534,000.00

MINUTES
REGULAR MEETING
HELOTES CITY COUNCIL

The City of Helotes City Council met for a regular meeting Thursday, June 14, 2018 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 Bert Buys, Mayor Pro Tem Alex Blue Cynthia Massey Paul Friedrichs
Absent:	Jim Meadows
Staff Present:	Rick Schroder, City Administrator Celina Perez, City Secretary

1. Call to Order.

Mayor Schoolcraft called the meeting to order at 7:00 p.m. and welcomed a Boy Scout from Troop 680.

Council Member Massey led the invocation. Mayor Schoolcraft led the pledge to the U.S. flag and the Texas flag.

PUBLIC HEARING:

2. Public Hearing to give all interested persons the right to appear and be heard on a request from City Staff to amend Municipal Code of Ordinances Chapters 34 *Environment*, 66 *Signs*, and 98 *Zoning* by providing for the Planning and Zoning Commission to review and make recommendations to the City Council for final action on commercial developments and single family residential subdivision developments' exterior lighting, signage, and conceptual design plans.

Mayor Schoolcraft opened the public hearing at 7:02 p.m. No one signed up to speak on this item. Mayor Schoolcraft closed the public hearing at 7:03 p.m.

OPEN SESSION:

3. Citizens to be Heard.

No one signed up to speak on this item.

DRAFT

CONSENT AGENDA (ITEM NOS. 4 - 9): All items marked with an asterisk (**) on the consent agenda were voted on by one motion. Motion was made by Mayor Pro Tem Buys, second by Council Member Friedrichs, to approve items 4, 5, 6, 7, 8 and 9 on the consent agenda. Motion to approve carried unanimously.

4. **Approval of the minutes of the Regular Meeting dated May 24, 2018. (Staff)**

5. ** Approval of the City of Helotes Fiscal Year Ending (FYE) 2018 Revenue and Expense, Balance Sheet, and Encumbrance Reports dated June 11, 2018. (Staff)

6. ** Approval of a Fireworks Display Permit Application, pursuant to Municipal Code of Ordinances Chapter 38 *Fire Prevention and Protection*, Article V *Fireworks*, Section 38-53 *Permit*, for the City of Helotes Independence Day Celebration & Fireworks Spectacular located within the Municipal Complex and on the Sandra Day O'Connor High School grounds on Tuesday, July 3, 2018 beginning at 6:00 p.m. (Staff)

7. ** Approval of the Bexar Metro 9-1-1 Network District Proposed Fiscal Year 2019 Budget. (Staff)

8. ** Approval of an FYE 2018 School Safety Fund Budget Amendment increasing Line Item No. 09-406-1000 *Dedicated Revenues* by $22,107.77 and increasing Line Item Nos. 09-510-5101 *Traffic Signal Expenditures* and 09-510-5102 *Other Expenditures* by $5,000.00 and $17,107.77, respectively. (Staff)

9. ** Approval of a Resolution of the City Council of the City of Helotes, Texas supporting a request by San Antonio Water System (SAWS) subcontractors BGE, Inc. and Maestas & Associates, Inc. to saw cut, trench, and backfill portions of Old F.M. 1560 between, generally, Riggs Rd. and the entrance to the Municipal Complex for the Helotes Creek Gravity Main and Lift Station No. 246 Elimination Project; authorizing the City Administrator to take all necessary steps to implement the provisions of this Resolution; incorporating recitals; and providing for severability. (Staff)

ITEMS FOR INDIVIDUAL CONSIDERATION:

10. **Discussion of and action on an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapters 34 *Environment*, 66 *Signs*, and 98 *Zoning* and providing for City Council review and action on commercial developments and single family residential subdivision developments' exterior lighting, signage, and conceptual designs; protecting the public health and promoting the public welfare of the City of Helotes by establishing rules and regulations regarding commercial development; providing for severability; repealing any other Code provisions, ordinances, parts of ordinances, and other provisions in conflict herewith; providing a penalty; and adopting an effective date. (Mayor Schoolcraft)**

Mayor Schoolcraft provided a recap on this item. Currently, the Planning & Zoning Commission has final approval authority on all conceptual design plans, platting, exterior lighting, signage and zoning applications. The proposed amendments will change the Commission's role to act in an advisory capacity only and provide only recommendations, which will then be forwarded to Council for final approval authority.

Discussion included comments on having the final approval authority for signage to remain with the Commission, considering that Council is currently working on amendments to the sign ordinance. Ultimately, the overall consensus was that the final approval authority, including that of signage, should be forwarded to Council.

City Attorney Frank Garza noted that because the Commission did not provide a recommendation at the June 5, 2018 meeting, the Council could not take action on this item.

Motion was made by Mayor Pro Tem Buys, second by Council Member Blue, to postpone this item to the July 12, 2018 Council Meeting to await the required recommendation from the Planning & Zoning Commission. Motion to approve carried unanimously.

11. Discussion of and direction on an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 66 *Signs*, Article V *Sign Classifications; Permit*, Section 66-44 *Banners, Temporary Signs, and Site Development Signs*, Subparagraph (a) *Banners*. (Mayor Schoolcraft)

A lengthy discussion was held on amendments to Municipal Code of Ordinances Chapter 66 *Signs*, specifically Section 66-44, Subparagraph (a) *Banners*. Council was able to provide some direction to Staff regarding the maximum banner size requirement, authorized off premise banner locations at the four (4) street intersections discussed, with two banners per corner, banner display duration, and removing the option to seek a variance for banners to be longer than 64 square feet. Council was unable to come to a consensus on setting the purpose by defining the terms "special event" and "recurring event, whether to allow a business that's not in the City to post a banner sign, and whether for profit businesses can come together collectively and post a banner sign.

Mayor Schoolcraft concluded by saying this item would be brought back at a future meeting for more discussion.

12. Discussion of and action on an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 62 *Peddlers and Solicitors* by altering authorized hours of operation; providing for severability; repealing any other Code provisions, ordinances, parts of ordinances, and other provisions in conflict herewith; providing a penalty; and adopting an effective date; including, but not limited to, the receipt of a letter from Lynn, Pinker, Cox & Hurst, L.L.P., on behalf of Moxie Pest Services, regarding the same. (Staff)

City Attorney Frank Garza advised that the City received a letter from Lynn, Pinker, Cox & Hurst, L.L.P. ("the firm"), on behalf of Moxie Pest Services ("Moxie"), regarding the authorized

hours of operation as per Municipal Code of Ordinances Chapter 62 *Peddlers and Solicitors.* The firm cited that the existing hours of operation of 10:00 am thru 6:00 pm affected the door to door sales of Moxie, and requested that the City repeal the 6:00 pm curfew to avoid litigation.

Discussion included the proposed ordinance amendments of altering the hours of operation for peddlers and solicitors to 10:00 am thru 9:00 pm and the option for the City to create a "Do Not Disturb List" and register residents.

Motion was made by Mayor Pro Tem Buys, second by Council Member Friedrichs, to approve this item as written. Motion to approve carried unanimously.

Adjourn

With no more business to come before Council, Mayor Schoolcraft adjourned the meeting at 9:16 pm.

ATTEST:

Thomas A. Schoolcraft, Mayor

Celina Perez, City Secretary

DRAFT

City of Helotes, Texas
Fiscal Year Ending (FYE) 2019 Budget Calendar

28-Jun	City Council establishes the FYE 2019 Budget Calendar.
02-Jul	City Administrator sends FYE 2019 Budget forms to Department Heads and Supervisors for Department review and completion.
23-Jul	EDC publishes notice of proposed FYE 2019 Budget(s), requisite public hearings, and anticipated adoption date in SA Express News.
25-Jul	Chief Appraiser certifies the appraisal roll to taxing units. Effective and rollback tax rates are calculated.
27-Jul	Department Heads and Supervisors return FYE 2019 Budget requests to City Administrator for consideration.
30-Jul	Department Heads and Supervisors meet with management for further consideration of FYE 2019 Budget requests.
09-Aug	Proposed FYE 2019 Budget(s) presented to City Council. City Council votes to: Place a proposal to adopt a tax rate on a future Council agenda. Set dates and times for public hearings on the proposed budget(s). Set dates and times for public hearings on the proposed tax rate.
13-Aug	Publish quarter-page notice of public hearings in SA Express News, pursuant to Local Government Code §140.010 (d) and (e).
23-Aug	Public hearing on proposed FYE 2019 Budget(s), including preliminary EDC FYE 2019 Budget(s). Public hearing on proposed tax rate.
13-Sep	Public Hearing on proposed FYE 2019 Budget(s), including preliminary EDC FYE 2019 Budget(s). Public hearing on proposed tax rate.
19-Sep	EDC adopts FYE 2019 Budget(s).
27-Sep	City Council approves the EDC FYE 2019 Budget(s), adopts the FYE 2019 Budget(s), and adopts the tax rate.

ITEM NO. 4

City of Helotes
City Council Meeting

AGENDA ITEM REQUEST FORM

DATE: June 28, 2018

AGENDA PLACEMENT:

- ☒ **CONSENT**
- ☐ **INDIVIDUAL**
- ☐ **PRESENTATION**
- ☐ **CLOSED**

CAPTION:

Approval of an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 26 *Courts*, Article I *Municipal Court* by updating the rules of practice and procedure and amending the term of office of the Court Clerk and Alternate Clerk(s); providing for severability; repealing any other Code provisions, ordinances, parts of ordinances, and other provisions in conflict herewith; and adopting an effective date. (Staff)

BACKGROUND:

Ch. 26, Art. I § 26-1 – The indicated rules of practice and procedures manual entitled "The Municipal Court Procedures Manual for Judges and Clerks" no longer exists. Municipal Court utilizes the Texas Criminal and Traffic Law Manual, The Bench Book and Clerk's Certification Guide, as published by the Texas Municipal Courts Education Center, and the Texas Code of Criminal Procedure.

Ch. 26, Art. I § 26-2 – The proposed ordinance eliminates the statement, "the term of office of the clerk and alternate clerk shall correspond to the term of the judge of the municipal court." This term of office requirement has never been in practice since the inception of Municipal Court in 1982.

FINANCIAL: N/a

RECOMMENDATION:

City Staff recommends approval of an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 26 *Courts*, Article I *Municipal Court* by updating the rules of practice and procedure and amending the term of office of the Court Clerk and Alternate Clerk(s); providing for severability; repealing any other Code provisions, ordinances, parts of ordinances, and other provisions in conflict herewith; and adopting an effective date.

SUBMITTED BY: City Staff

DATE SUBMITTED: June 22, 2018

ITEM NO. ____

SUGGESTED MOTION:

Motion to approve an Ordinance of the City Council of the City of Helotes, Texas amending Municipal Code of Ordinances Chapter 26 *Courts*, Article I *Municipal Court* by updating the rules of practice and procedure and amending the term of office of the Court Clerk and Alternate Clerk(s); providing for severability; repealing any other Code provisions, ordinances, parts of ordinances, and other provisions in conflict herewith; and adopting an effective date.

6

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HELOTES, TEXAS AMENDING MUNICIPAL CODE OF ORDINANCES CHAPTER 26 *COURTS*, ARTICLE I *MUNICIPAL COURT* BY UPDATING THE RULES OF PRACTICE AND PROCEDURE AND AMENDING THE TERM OF OFFICE OF THE COURT CLERK AND ALTERNATE CLERK(S); PROVIDING FOR SEVERABILITY; REPEALING ANY OTHER CODE PROVISIONS, ORDINANCES, PARTS OF ORDINANCES, AND OTHER PROVISIONS IN CONFLICT HEREWITH; AND ADOPTING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Helotes, Texas wishes to amend Municipal Code of Ordinances Chapter 26 *Courts*, Article I *Municipal Court*.

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

SECTION ONE. AMENDMENT. Municipal Code of Ordinances Chapter 26 *Courts*, Article I *Municipal Court*, Sections 26-1 *Creation; Jurisdiction; Rules of Practice and Procedure* and 26-2 *Officers* are amended and shall read as follows:

"Chapter 26 *Courts*
Article I *Municipal Court*
Section 26-1 *Creation; Jurisdiction; Rules of Practice and Procedure*

(d) *Rules of Practice and Procedure*. The operational procedures of said Municipal Court shall be governed by the applicable sections of the latest edition of ~~"The Municipal Court Procedures Manual for Judges and Clerks" as published by the Texas Office of Traffic Safety/Texas Department of Public Safety, and the Texas Rules of Criminal Procedure as may be applicable~~ the Texas Criminal and Traffic Law Manual, The Bench Book and Clerk's Certification Guide, as published by the Texas Municipal Courts Education Center, and the Texas ~~Rules~~ Code of Criminal Procedure, as may be applicable.

Section* 26-2 *Officers

(d) *Clerk and Alternate Clerk.* There shall be a clerk and alternate clerk of said Court who shall be appointed and who may be removed by a majority vote of the Council. The clerk shall have authority to administer oaths, affidavits, issue all process, and generally perform all the duties of the clerk of a court as prescribed by law for a county clerk in so far as the same may be applicable. The alternate clerk shall serve in the absence of temporary disability of the clerk, and shall have the same power and duties as the clerk. ~~The term of office of the clerk and alternate clerk shall correspond to the term of the judge of the municipal court.~~"

SECTION TWO. The remainder of Chapter 26 *Courts* of the City Code of Ordinances remains unchanged.

SECTION THREE. **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 FOUR. **INCORPORATION OF RECITALS.** The City Council finds that the recitals contained in the preamble to the Ordinance are true and correct and incorporates them as findings of fact.

SECTION FIVE. **REPEALER.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. **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 SEVEN. **EFFECTIVE DATE.** This Ordinance shall become effective immediately upon the approval of the City Council.

PASSED, ORDERED, AND APPROVED this 28th day of June 2018.

By: _____
Thomas A. Schoolcraft
Mayor

ATTEST:

_____
Celina Perez
City Secretary

Sec. 26-1. - Creation; jurisdiction; rules of practice and procedure.

(a) *Creation.* There is hereby created and established a municipal court of the city.

(b) *Jurisdiction.*

(1) The municipal court shall have jurisdiction within the territorial limits of the city in all criminal cases under the ordinances of the city. The court shall have all authority granted to the municipal court pursuant to the statutes of the state, including but not limited to concurrent jurisdiction with any justice of the peace in any precinct situated within the territorial limits of the city in all criminal cases arising under the criminal laws of the state where the legislature has designated the offense a Class C misdemeanor and subject to the jurisdiction of a municipal court, and arising within the city's territorial limits.

(2) Penalty by fine shall not exceed the maximum penalty established by the statutes of the state.

(c) *Jurisdiction over juveniles.* The municipal court shall have such jurisdiction over juveniles as is authorized by the statutes of the state.

(d) *Rules of practice and procedure.* The operational procedures of said municipal court shall be governed by the applicable sections of the latest edition of "The Municipal Court Procedures Manual for Judges and Clerks" as published by the Texas Office of Traffic Safety/Texas Department of Public Safety, and the Texas Rules of Criminal Procedure as may be applicable.

(Ord. No. 257, § 2, 8-12-2004)

Sec. 26-2. - Officers.

(a) *Judge.* The municipal court shall be presided over by a judge who shall be known as the judge of the municipal court. He shall be appointed by a majority vote of the city council. The judge first appointed shall hold his term of office corresponding to the unexpired term of the mayor, and every two years thereafter a judge shall be appointed for a term of two years. He shall hold office at the pleasure of the council.

(b) *Alternate judges.* One or more alternate municipal court judges may be appointed by the city council to hold office for terms of office corresponding to the term of the judge of the municipal court, and at the pleasure of the pleasure of the council. The alternate municipal court judges shall serve in the absence or temporary disability of the judge, and must meet the qualifications for such position pursuant to the law of the state. The alternate judges shall have the same powers and duties of the judge while acting as judge.

(c) *Prior appointments ratified.* The prior appointment of the municipal judge and the alternate municipal judges are hereby ratified and affirmed.

(d) *Clerk and alternate clerk.* There shall be a clerk and alternate clerk of said court, who shall be

appointed and who may be removed by a majority vote of the council. The clerk shall have authority to administer oaths and affidavits, issue all process, and generally perform all the duties of the clerk of a court as prescribed by law for a county clerk insofar as the same may be applicable. The alternate clerk shall serve in the absence or temporary disability of the clerk, and shall have the same power and duties as the clerk. The term of office of the clerk and alternate clerk shall correspond to the term of the judge of the municipal court.

(e) *Prosecuting attorneys.* The city shall be represented by licensed attorneys in all cases being prosecuted before the municipal court, who shall be appointed by and serve at the pleasure of the City Council. If such attorney is not the city attorney, such attorney(s) shall be a deputy of the city attorney.

(f) *Warrant officers/bailiff.*

(1) The city shall provide one or more qualified, licensed peace officer(s) to serve as the municipal court warrant officer and/or court bailiff within the warrant division during all terms of court. The warrant officer/bailiff shall serve for an indefinite term and report to the municipal court clerk, unless otherwise required to report to the chief of police pursuant to federal, state, or local laws, regulations, and/or policies.

(2) The warrant officer/bailiff shall be responsible for service of all municipal court process and warrants, special event assignments, and shall perform such other duties, as assigned. Compensation for the position shall be as set in the annual municipal budget.

(3) The following positions are authorized within the warrant division, as recommended by the city administrator and approved by the chief of police:

a. Warrant officer/bailiff;

b. Warrant division corporal; and

c. Warrant division sergeant.

(4) Warrant division supervisory officers shall be subject to procedures 201, 202, and all other applicable rules, regulations, and policies contained within the police department general manual, as amended.

(Ord. No. 257, § 2, 8-12-2004; Ord. No. 439, § 1, 10-14-2010; Ord. No. 597, § 1, 9-22-2016)

7(a)

GERARD C. RICKHOFF DONNA KAY McKINNEY

COUNTY CLERK & DISTRICT CLERK
COURT RECORDS SEARCH

Case #2018CI01629

Name:

Date Filed : 01/29/2018

Case Status : PENDING

Litigant Type : DEFENDANT

Court : 037

Docket Type : MOTOR VEHICLE ACCIDENT

Business Name : CITY OF HELOTES

Style : KENNETH PAGE ET AL

Style (2) : vs CITY OF HELOTES ET AL

Case History

Currently viewing 1 through 19 of 19 records

Sequence	Date Filed	Description
T00016	6/19/2018	SET ON JURY DOCKET *PER DCO* COURT: 224 TRIAL DATE & TIME: 4/8/2019 8:30AM
P00015	6/13/2018	JURY DEMAND JURY FEE PAID
P00014	6/4/2018	LETTER FR RUBEN VALADEZ RE CANCELLATION OF HEAR ING ON 6/6/18
T00012	5/23/2018	SET ON MONITORING DOCKET SETTING ON M/T SET ON JURY DCKT & ENTER DCO *DROP PER LETTER/RUBEN VALADEZ* COURT: 131 TRIAL DATE & TIME: 6/6/2018 8:30AM
P00013	5/23/2018	MOTION TO SET ON JURY DOCKET AND ENTER DOCKET CONT ROL ORDER
P00011	5/21/2018	NONSUIT AS TO KENNETH DEMPSEY(ONLY)
P00010	3/29/2018	FIRST AMENDED ANSWER OF KENNETH DEMPSEY
O00001	3/26/2018	ORDER TO WITHDRAW WILLIAM MCKAMIE AS COUNSEL OF RECORD FOR KENNETH DEMPSEY JUDGE: SOLOMON J CASSEB,III VOL: 4897 PAGE: 1645 PAGE COUNT: 1
P00009	3/26/2018	JUDGES DOCKET NOTES
P00008	3/26/2018	HEARING/TRIAL CRT REPORTER ASSIGNED KR KAYLEEN RIVERA, 288TH COURT
T00006	3/19/2018	NON-JURY SETTING ON M/T WITHDRAWAL OF COUNSEL **ASSIGNED TO JDG CASSEB** COURT: 109 TRIAL DATE & TIME: 3/26/2018 8:30AM

Sequence	Date Filed	Description
P00007	3/19/2018	MOTION TO WITHDRAW ATTORNEY
P00005	2/27/2018	ATTORNEY UNAVAILABILITY NOTICE FILED FOR OTTO GOOD
P00004	2/20/2018	ORIGINAL ANSWER OF CITY OF HELOTES AND KENNETH DEMPSEY
S00002	2/5/2018	CITATION CERTIFIED MAIL KENNETH DEMPSEY ISSUED: 2/5/2018 RECEIVED: 2/5/2018 EXECUTED: 2/14/2018 RETURNED: 2/15/2018
S00001	2/5/2018	CITATION CERTIFIED MAIL CITY OF HELOTES ISSUED: 2/5/2018 RECEIVED: 2/5/2018 EXECUTED: 2/8/2018 RETURNED: 1/9/2018
P00003	1/29/2018	SERVICE ASSIGNED TO CLERK 2
P00002	1/29/2018	CIVIL CASE INFORMATION SHEET
P00001	1/29/2018	PETITION

7(b)

Sec. 22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE. (a) The mayor shall preside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.

(b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.

(c) If the mayor fails, is unable, or refuses to act, the president pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed for the mayor.

(d) If the mayor and the president pro tempore are absent, any alderman may be appointed to preside at the meeting.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987.