CITY OF OLMOS PARK

120 WEST EL PRADO DRIVE
OLMOS PARK, TEXAS 78212
(210) 824-3281

Economic Development Corporation Members:
Travis Block, Place 1
Deanna Rickabaugh, Place 2
Lance Reinsmith, Place 3
Tess Harden, Place 4

Economic Development Corporation Members:
Ashley Glotzer, Place 5
Kenneth Kirlin, Place 6
Christopher Smithson, Place 7

ECONOMIC DEVELOPMENT CORPORATION MEETING AGENDA

Notice is hereby given that the Economic Development Corporation for the City of Olmos Park, Texas will hold a meeting, open to the public, at Olmos Park City Hall at 120 W. El Prado Drive in Olmos Park, Texas on Tuesday, March 10, 2026 at 6:00 PM where the following items will be discussed:

CALL MEETING TO ORDER

1. Roll Call

CITIZENS TO BE HEARD

Citizens wishing to address the Economic Development Corporation for items not on the agenda will be received at this time. All members of the public wishing to speak during Citizens to be Heard must sign-up to speak prior to the start of the meeting. In accordance with the Texas Open Meetings Act, no action can or will be taken on issues raised under this portion of the meeting. Please state your name and address for the record and limit your remarks to a period not to exceed three minutes. All remarks shall be addressed to the Economic Development Corporation as a body, and not to any individual member thereof. Any person making personal, impertinent, or slanderous remarks while addressing the Economic Development Corporation may be requested to leave the meeting.

REGULAR AGENDA

2. Discussion and possible action on the minutes from the February 10, 2026 Economic Development Corporation meeting

3. Presentation, discussion and possible action regarding future support from HdL Companies for sales tax analysis, auditing, revenue forecasting and/or economic development analytics.

4. Discussion regarding a future Taste of Olmos Park event

5. Update regarding meeting with new property owner on McCullough Avenue

6. Discussion and possible action regarding the regular EDC meeting dates

7. Discussion regarding future agreement for sale, transfer, and assignment of social media accounts

FINANCIALS

8. Financials for February 2026

ADJOURN

CERTIFICATE OF NOTICE

I hereby certify that the above Notice of Meeting was posted on the bulletin board at Olmos Park City Hall and to the City website at www.olmospark.org at 5:30 p.m. on March 4, 2026.

Irma Duran
City Secretary

The Economic Development Corporation reserves the right to adjourn into executive session at any time to discuss any of the matters listed on the agenda as authorized by the Texas Government Code §551.071, Consultation with Attorney, §551.072, Deliberations about Real Property, §551.073, Deliberations about Gifts and Donations, §551.074, Personnel Matters, §551.076, Deliberations about Security Devices. Action, if any, will be taken in open session.

OLMOS PARK ECONOMIC DEVELOPMENT CORPORATION
MINUTES OF REGULAR MEETING OF BOARD OF DIRECTORS
HELD ON February 10, 2026

The Board of Directors of the Olmos Park Economic Development Corporation met on Tuesday, February 10, 2026, at 6:00 p.m. at City Hall in the City of Olmos Park at 120 West El Prado Drive, Olmos Park, Texas to consider the following agenda:

1. Call meeting to order and determination of quorum.

   Present Members: Dr. Kenneth Kirlin, Deanna Rickabaugh, Travis Block, Lance Reinsmith, Tess Harden, and Christopher Smithson

   Also Present: City Manager Ashley Maus, City Secretary Irma Duran

   President Kirlin called the meeting to order at 6:01 p.m.

   Citizens to be Heard

   There were no citizens to be heard.

2. Discussion and possible action to approve the minutes from the January 13, 2026 OPEDC meeting

   Member Block noted a correction to Item 9. The cashflow comment should read “up 21% year after year,” not “at 21%.”

   Deanna Rickabaugh moved to approve the minutes from the January 31, 2026 OPEDC meeting as amended. Tess Harden seconded the motion. The motion passed with 6 in favor and 0 against.

3. Presentation by CPS Energy regarding power and communication lines on McCullough Avenue

   Nancy Tabares, City Public Service (CPS) Energy Liaison introduced the team that would answer OPEDC’s questions regarding the power lines along McCullough

   Member Rickabaugh asked whether there would be a benefit or a cost reduction to remove communication lines on the two blocks North of the Roundabout.

   Robert Paine, Principal Engineer, responded that breaking up the project into segments creates more moving parts, and a greater cost overall. A strategy would be to move along the corridors East to West, working on one side of the street, then onto the next, while coordinating with the businesses to minimize disruption.

   Member Rickabaugh followed up to inquire about the strategy behind moving east to west.

   Robert Paine explained that there are already two circuits on each side of McCullough. He further explained that the telecoms also use the poles and CPS would have to receive the first right of refusal.

   Member Block asked about the effectiveness of the project and how that would affect the cost.

Robert Paine explained the estimate provided to OPEDC was done east to west to reduce cost and increase efficiency for the businesses and the work, which included a scope coordinating with other utilities to reduce any damage of work just completed.

Member Rickabaugh asked about phasing the project with the beautification project and whether CPS's role would have to be in the first phase regarding any digging or breaking up asphalt.

Robert Paine confirmed that CPS would be in the first phase, explaining the process of removing cables and placement of switch gears.

Member Reinsmith asked about removal of powerlines to improve the look of the street and provided examples of how designs hid utility poles.

Robert Paine explained the different posts, wires and boxes that belong to CPS or to various telecommunication companies.

Waylon Smithers, Manager of Pole Attachments, explained how telecommunications companies lease space on the utility poles. Some of the poles in the area are owned by CPS, while others are owned by AT&T.

President Kirlin asked if CPS had done projects in San Antonio similar to what the OPEDC proposed for McCullough Avenue.

Waylon Smithers responded that CPS does have a strategic plan that incorporated underground conversion, reviewing data and exhausting all possibilities before having to remove a pole. New developments in the area are designed with underground utilities prior to construction.

President Kirlin clarified that CPS could view this as a "Pilot Program" for beautification of smaller areas.

Brian Bartos, Director of Distribution Engineering, responded that CPS would not consider it a "Pilot Program" because they work on projects like this and provided examples and fees.

Nancy Tabares asked for the board to explain the beautification project along McCullough.

Member Rickabaugh explained the project was in the initial phases. Member Harden provided a potential scope of the project.

Robert Paine explained how telecommunication companies lease the space on the utility poles, and the cost. He added that often, lines are added, but inactive lines remain.

Member Rickabaugh asked if an audit was available to see what lines were abandoned.

Waylon Smithers responded that an inventory was being currently conducted. He added that line leases could be recalled if a telecommunication line was in violation but also reminded the board that some poles were AT&T's and not CPS'.

Member Block asked what the range of an acceptable distance between poles were and the feasibility of moving a line down.

Robert Paine explained that the line would be guided and slacked over at strategic appropriate spaces. Altering distances would result in larger poles or shortening the slack would result in more poles. The overhead design also had to consider the location of driveways, sidewalks and parking spots.

President Kirlin reiterated the purpose of the OPEDC and that the budget comes from a quarter of a cent sales tax. He asked a hypothetical in which there was funding to remove the poles and go underground, what would happen to the poles once removed.

Brian Bartos explained that telecommunication companies can be forced off the poles if it were for a beautification project. They are not obligated to go underground.

Member Rickabaugh reminded the board that City Council authorized fiber optic cable trenching and should have used underground utility lines as leverage.

City Manager Maus explained that the Google Fiber trenches are too small for the underground utility lines.

4. Discussion with Jaime Torres of Rumors Mixology regarding partnerships or events with Olmos Park businesses

   City Manager Maus summarized the request to meet with Rumors Mixology for a potential collaboration or to host community events. City Manager Maus introduced Jaime Torres, owner of Rumors Mixology.

   Jaime Torres introduced Mike Anthony, event promoter and creator of various food festivals in the area.

   Mike Anthony explained that the purpose of the festivals he hosts are to bring the community together while highlighting non-profits and helping small businesses. He explained that revenue is generated through sponsorships and ticket sales. Jaime Torres explained the long-term benefit is to bring investors into the community.

   Member Harden explained the former "Sip and Shop" event that would take place which the OPEDC funded for advertisement and that public relations and design were hired to promote the event. The issue was that retail staff were not aware of the event or the promotions, creating frustration for customers.

   Member Rickabaugh asked how many vendors would need to be at the event to consider it successful and if they were in tents and on the street. She envisioned an event on the street.

   Mike Anthony responded that 16 to 20 vendors are considered a successful event. He added that the vendors are in a 10-foot by 10-foot space and are in canopies, tents or food trailers and a street could be closed for the stage and set up.

   Member Rickabaugh suggested a flea market with antique dealers.

   Mike Anthony responded that monthly pop-up events need people to manage on a regular basis.

   Member Block stated he would prefer an organization such as a business association or chamber of commerce organize the event and would like to have the presenters recruit businesses to start an Olmos Park Business Association.

   Mike Anthony clarified that the event would not need a business association to run it. He explained the structure of the events he hosts.

   Member Rickabaugh asked if the infrastructure is provided to the vendors, what the website address was, and if the events were recurring.

   Mike Anthony confirmed that infrastructure is provided when a vendor requests it on the application form and the website is www.allaccessma.com. Mike Anthony listed the annual events he hosts and the potential for an event to become an official Fiesta event.

Member Rickabaugh explained that the City Council would have to approve the event, but the OPEDC could provide a recommendation.

Mike Anthony asked about the process for establishing past events.

Member Harden explained how the OPEDC members would work with volunteers to reach out to businesses. At a point, a public relations firm worked with the OPEDC.

Member Rickabaugh asked if the concept, vendors and design could be reviewed and approved by the OPEDC before being released to the public to cultivate an image. She also asked if the event would have insurance.

Mike Anthony agreed to this and confirmed there would be event insurance.

President Kirlin stated that the City used to have a business association and would like to see the City have a business association again which can collaborate to organize events that highlight local businesses; the role of the OPEDC would be to support the association, but not run the association or the events.

Member Harden added that the OPEDC is not legally allowed to receive contributions or sponsorships, but can contribute to the businesses. It would be important for the association to have their own bank account separate from the OPEDC.

Member Rickabaugh listed businesses that could be potential partners for the business association. Jaime Torres confirmed he would participate in the business association and the event would help recruit local businesses.

Mike Anthony stated that an event such as "Taste of Olmos Park" could be done with the number of food businesses in the vicinity and asked about what non-profits could receive donations from the proceeds.

Member Harden stated that SNIPSA is within the Olmos Park limits, but there are others that could be considered.

City Manager Maus responded the Bereavement Center is slightly outside the limits, but have partnered with the Police Department in the past.

Mike Anthony stated that the proceeds could also go back to the Fire and Police Departments.

Member Rickabaugh asked for a month to consider and review and what non-profit partnered with the Margarita Festival.

Mike Anthony explained the limitations of non-profit partnerships when alcohol or cannabis is involved. The Margarita Festival celebrated fathers for Father's Day.

Member Rickabaugh asked how much could be raised for first responders. Mike Anthony responded that it would be about 10% of the profit.

Member Reinsmith requested the event not be alcohol themed and selective with the food businesses participated.

Member Harden requested the event be family friendly.

City Manager Maus explained that the City Council meeting on February 18 would be down two members, and might not want to consider approving an event if the OPEDC wanted to wait another month.

Members Harden and Block would be able to attend the Council meeting with Mike Anthony.

City Manager Maus stated the item would have to be placed on the agenda by the next day.

There was no need for a motion.

5. Discussion regarding sales tax

   City Manager Maus stated there was no additional sales tax data. The City started a request with HdL Companies to retrieve and upload data for analyzing which will take about 2 to 3 weeks to request and compile data. The only concern is that certain reports still cannot be shared, but key reports such as industry trends can be shared with the board. The service will be available for a 3-month period. President Kirlin and City Manager Maus will be reviewing the dashboard and learning about the services HdL provides. HdL will come to the March OPEDC meeting to discuss the services available.

   <u>Financials</u>

6. Quarterly Financial Report for Q1 of Fiscal Year 2025-2026

   Member Block presented on the quarterly financial report in the packet.

7. Financial Report for the Month of January 2026

   Member Block presented on the monthly financial report. $13,468 deposited in the account with a balance of $755,000 on January 31.

   City Manager Maus stated that $500,000 was moved to the LOGIC account, with $200 interest already generated. The LOGIC account will reflect in the next meeting's financial reports.

<u>Adjourn meeting</u>

There being no further business, the meeting was adjourned at 7:29 p.m.

Minutes approved on the _______ day of __________________, 2026.

____
Kenneth Kirlin, President

____
Irma Duran, City Secretary

OPEDC Meeting Date: March 10, 2026
Agenda Item 03

Submitted By:	Staff
Agenda Items:	Presentation, discussion and possible action regarding future support from HdL Companies for sales tax analysis, auditing, revenue forecasting and/or economic development analytics
Description:	HdL Companies (https://www.hdlcompanies.com/) provides cities throughout Texas with sales tax analysis, auditing, and revenue forecasting and economic development analytics to support business attraction and retention. These services help to improve revenue accuracy, enhance financial planning, and support the City's economic development strategies. We have been provided a free three month trial of the HdL Sales Tax dashboard, which allows the city more insight into the city's sales tax receipts and trends. At this meeting, staff will be providing a presentation using some of the features that can be shared with the board regarding sales tax in Olmos Park. Additionally, Katie Biggers, an Account Executive with HdL will be presenting regarding some of the services HdL Companies can offer the EDC.
Action Requested:	Discuss and provide direction regarding future support from HdL Companies for sales tax analysis, auditing, revenue forecasting and/or economic development analytics
Attachments:	• None.

OPEDC Meeting Date: March 10, 2026
Agenda Item 04

Submitted By:	Staff
Agenda Items:	Discussion regarding a future Taste of Olmos Park event
Description:	During the February 10, 2026 Economic Development corporation meeting, Jaime Torres, owner of Rumors Mixology, proposed various ideas to promote Olmos Park Businesses. He brought a representative of All Access Promotions and Entertainment (www.allaccessma.com) to discuss the possibility of holding a future event in Olmos Park. Based on those discussions, the EDC discussed a future "Taste of Olmos Park" event that would spotlight local restaurants. The event was presented by Jaime Torres and event coordinator, Mike Anthony at the February 18, 2026 City Council meeting. The event was discussed by the City Council and generally approved to move forward with more planning and details. The event was brought to the EDC to brain storm event details with the promoters as they initiate the planning process. The event promoters would organize and promote the event, working apart from the EDC.
Action Requested:	Discuss and provide direction regarding the future "Taste of Olmos Park" event.
Attachments:	• None.

OPEDC Meeting Date: March 10, 2026
Agenda Item 06

Submitted By:	Staff
Agenda Items:	Discussion and possible action regarding the regular EDC meeting dates
Description:	The EDC's legal firm, DNRBSZ, let us know that they no longer have the capacity to attend our Tuesday evening EDC meetings if they are left on the current recurring date. They would be able to attend the meetings if the meetings were moved to a Wednesday, the first or third Thursday, or the first or third Monday. Based on these dates and city hall availability, the following recurring meeting dates would be an option if the EDC wanted to keep the meeting at 6:00 pm. We could also explore other times of day if necessary: • First Wednesday of the month at 6:00 pm • Second Wednesday of the month at 6:00 pm (Note: BOA meets at 4:30 this day and is generally done by 5:30 pm or 6:00 at the latest) • First Thursday of the month at 6:00 pm • Third Thursday of the month at 6:00 pm • First Monday of the month at 6:00 pm (Mondays are less ideal due to possible Monday holidays, but we can work around those) • Third Monday of the month at 6:00 pm (Mondays are less ideal due to possible Monday holidays, but we can work around those)
Action Requested:	Discuss and provide direction regarding future EDC meeting dates
Attachments:	• None.

AGREEMENT FOR SALE, TRANSFER, AND ASSIGNMENT OF SOCIAL MEDIA ACCOUNT AND INDEMNIFICATION AGREEMENT

This Agreement for Sale, Transfer, and Assignment of Social Media Account and Indemnification Agreement (this "Agreement") is entered into as of ____________________, 2026 (the "Effective Date"), by and between:

Lance Reinsmith, an individual residing in the City of Olmos Park, Bexar County, Texas (hereinafter referred to as "Seller" or "Transferor");

and

The City of Olmos Park, Texas, a municipal corporation organized under the laws of the State of Texas, acting by and through the Olmos Park Economic Development Corporation (hereinafter referred to as "City", "Buyer", or "Transferee").

Seller and City may each be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. WHEREAS, Seller currently owns, operates, and controls the Instagram social media account with the handle **@wheresopie** (the "Account"), which was created and maintained by Seller in a personal capacity;

B. WHEREAS, the Account was created for the purpose of promoting the Economic Development Corporation ("EDC") of the City of Olmos Park, Texas, and its economic development initiatives;

C. WHEREAS, Seller serves as a board member of the EDC and desires to transfer ownership and control of the Account to the City so that it may be managed and operated by the City or its designated agents;

D. WHEREAS, the City desires to acquire ownership of the Account and assumes full responsibility for the Account's content, management, and operation from and after the Effective Date;

E. WHEREAS, Seller desires to be indemnified and held harmless from any and all claims, liabilities, damages, costs, and expenses arising from the City's use, operation, or management of the Account following the transfer; and

F. WHEREAS, the Parties desire to memorialize the terms and conditions of the sale, transfer, and indemnification in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SALE AND TRANSFER OF ACCOUNT

(a) **Purchase Price.** Seller hereby sells, assigns, transfers, and conveys to the City all right, title, and interest in and to the Account, including but not limited to the account handle @wheresopie, all associated content, follower lists, direct messages, analytics data, and any other data or materials associated with the Account, for the total purchase price of **One Dollar ($1.00)** (the "Purchase Price"), payable by the City to Seller upon execution of this Agreement.

(b) **Transfer of Credentials.** Within five (5) business days of the Effective Date, Seller shall deliver to the City or its designated representative all login credentials, passwords, associated email addresses, two-factor authentication information, and any other access credentials necessary for the City to assume full operational control of the Account.

(c) **Seller's Relinquishment.** Upon completion of the transfer, Seller shall have no further access to, control over, or responsibility for the Account. Seller shall not attempt to regain access to the Account or interfere with the City's operation of the Account in any manner.

(d) **As-Is Transfer.** The Account is transferred "AS IS" and "WHERE IS," without any warranties or representations of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement.

2. ASSUMPTION OF RESPONSIBILITY BY THE CITY

(a) Upon the Effective Date, the City shall assume full and exclusive responsibility for the Account, including but not limited to all content posted, shared, or otherwise disseminated through the Account.

(b) The City shall be solely responsible for ensuring that the Account and all content posted thereon comply with all applicable federal, state, and local laws, regulations, and ordinances, including but not limited to intellectual property laws, privacy laws, the First Amendment, the Americans with Disabilities Act, and the Texas Public Information Act.

(c) The City shall be solely responsible for compliance with Instagram's Terms of Service, Community Guidelines, and any other policies of Meta Platforms, Inc. or its successors.

3. INDEMNIFICATION

(a) **Indemnification by the City.** The City shall indemnify, defend, and hold harmless Seller and Seller's heirs, executors, administrators, successors, and assigns (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of, relating to, or resulting from:

(i) The City's use, operation, management, or control of the Account following the Effective Date;

(ii) Any content posted, published, shared, or otherwise disseminated through the Account after the Effective Date;

(iii) Any violation of law, regulation, or third-party rights resulting from the City's operation of the Account;

(iv) Any claims by third parties, including but not limited to claims of defamation, infringement of intellectual property, invasion of privacy, or any other tortious conduct arising from the City's use of the Account;

(v) Any breach by the City of any representation, warranty, covenant, or obligation under this Agreement.

(b) **Scope of Indemnification.** The indemnification obligations set forth in this Section 3 shall apply regardless of whether such Losses are caused in whole or in part by the negligence (whether sole, joint, concurrent, active, or passive) of the City, its officers, employees, agents, contractors, or representatives, to the fullest extent permitted by law.

(c) **Defense Obligation.** Upon receipt of written notice of any claim or action for which indemnification is sought, the City shall promptly assume the defense thereof at its sole cost and expense, using legal counsel reasonably acceptable to the Indemnified Parties. The Indemnified Parties shall have the right to participate in the defense at their own expense.

(d) **Survival.** The indemnification obligations set forth in this Section 3 shall survive the termination or expiration of this Agreement and shall continue in full force and effect indefinitely.

4. RELEASE OF SELLER

Effective as of the Effective Date, the City hereby fully and irrevocably releases, acquits, and forever discharges Seller and the Indemnified Parties from any and all claims, demands, obligations, liabilities, actions, and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, that the City now has or may hereafter have against the Indemnified Parties arising out of or relating to the Account, including but not limited to any content posted on or through the Account prior to the Effective Date and any acts or omissions of Seller in connection with the creation, operation, or management of the Account prior to the Effective Date.

5. REPRESENTATIONS AND WARRANTIES

(a) **Seller Represents and Warrants:** (i) Seller is the sole owner and operator of the Account as of the Effective Date; (ii) Seller has full power and authority to sell, assign, and transfer the Account; (iii) the Account is free and clear of all liens, encumbrances, and third-party claims; and (iv) Seller has not granted any other person or entity any rights to the Account.

(b) **City Represents and Warrants:** (i) The City has full power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary governmental action; and (iii) the City has the capacity and resources to manage and operate the Account in compliance with all applicable laws.

6. LIMITATION OF SELLER'S LIABILITY

Seller shall have no liability whatsoever to the City or to any third party for any acts, omissions, content, or conduct related to the Account from and after the Effective Date. In no event shall Seller be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement or the Account, regardless of the theory of liability.

7. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be resolved in the courts of Bexar County, Texas, and each Party hereby consents to the exclusive jurisdiction and venue of such courts.

8. MISCELLANEOUS

(c) **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

(d) **Amendments.** This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

(e) **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

(f) **Waiver.** No waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving Party. No failure or delay in exercising any right shall operate as a waiver thereof.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed original signatures for all purposes.

(h) **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), or sent by overnight courier to the addresses set forth below each Party's signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date written above.

SELLER:

____

Lance Reinsmith

____

Date

Address: ______________________________________
____

CITY OF OLMOS PARK, TEXAS:

____
Authorized Representative (Print Name and Title)

____
Date

Address: ______________________________________
____

ATTEST:

____
City Secretary

____
Date

APPROVED AS TO FORM:

____
City Attorney

____
Date