



**CITY OF ROLLINGWOOD
COMMUNITY DEVELOPMENT CORPORATION
AGENDA**

Monday, June 12, 2023

Notice is hereby given that the Community Development Corporation of the City of Rollingwood, Texas will hold a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on June 12, 2023 at 12:00 PM. Members of the public and the Community Development Corporation may participate in the meeting virtually, as long as a quorum of the Community Development Corporation and the presiding officer are physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. The public may watch this meeting live and have the opportunity to comment via audio devices at the link below. The public may also participate in this meeting by dialing one of the toll-free numbers below and entering the meeting ID and Passcode.

Link: <https://us02web.zoom.us/j/5307372193?pwd=QmNUbmZBQ1lwUjNjNmM5RnJreIRFUT09>

Toll-Free Numbers: (833) 548-0276 or (833) 548-0282

Meeting ID: 530 737 2193

Password: 9fryms

The public will be permitted to offer public comments via their audio devices when logged in to the meeting or telephonically by calling in as provided by the agenda and as permitted by the presiding officer during the meeting. If a member of the public is having difficulties accessing the public meeting, they can contact the city at dadair@rollingwoodtx.gov. Written questions or comments may be submitted up to two hours before the meeting. A video recording of the meeting will be made and will be posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request.

CALL ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MEETING TO ORDER

1. Roll Call

PUBLIC COMMENTS

Citizens wishing to address the RCDC for items not on the agenda will be received at this time. Please limit comments to 3 minutes. In accordance with the Open Meetings Act, RCDC is restricted from discussing or taking action on items not listed on the agenda.

CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the RCDC and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a Board Member has

requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

- 2. Discussion and possible action on the minutes from the April 10, 2023 RCDC meeting

REGULAR AGENDA

- 3. Discussion and possible action on the deliverables of Phase 2 of the Retail Coach
- 4. Discussion on City Council's request for the use of RCDC funds to make capital expenditures for trail, drainage, parking lot or other park improvements
- 5. Discussion and possible action regarding the Administrative Services Agreement with the City of Rollingwood
- 6. Discussion regarding the RCDC Budget for Fiscal Year 2023-2024
- 7. Discussion and possible action regarding availability for the July 10th and August 14th RCDC meeting dates
- 8. RCDC Financials through May, 2023

ADJOURNMENT OF MEETING

CERTIFICATION OF POSTING

I hereby certify that the above Notice of Meeting was posted on the bulletin board at the Rollingwood Municipal Building, in Rollingwood, Texas and to the City website at www.rollingwoodtx.gov at **12:00 p.m.** on **June 9, 2023**.

Desiree Adair
Desiree Adair, City Secretary

NOTICE -

The City of Rollingwood is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please contact the City Secretary, at (512) 327-1838 for information. Hearing-impaired or speech-disabled persons equipped with telecommunication devices for the deaf may call (512) 272-9116 or may utilize the stateside Relay Texas Program at 1-800-735-2988.

The Community Development Corporation will announce that it will go into executive session, if necessary, to deliberate any matter listed on this agenda for which an exception to open meetings requirements permits such closed deliberation, including but not limited to consultation with the corporation's attorney(s) pursuant to Texas Government Code section 551.071, as announced at the time of the closed session.

Consultation with legal counsel pursuant to section 551.071 of the Texas Government Code;
discussion of personnel matters pursuant to section 551.074 of the Texas Government Code;
real estate acquisition pursuant to section 551.072 of the Texas Government Code;
prospective gifts pursuant to section 551.073 of the Texas Government Code;
security personnel and device pursuant to section 551.076 of the Texas Government Code;
and/or economic development pursuant to section 551.087 of the Texas Government Code.
Action, if any, will be taken in open session.



CITY OF ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MINUTES

Monday, April 10, 2023

The Community Development Corporation of the City of Rollingwood, Texas held a meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on April 10, 2023. Members of the public and the Community Development Corporation were able to participate in the meeting virtually, as long as a quorum of the Community Development Corporation and the presiding officer were physically present at the Municipal Building, in accordance with the Texas Open Meetings Act. A video recording of the meeting was made and will be posted to the City's website and is available to the public in accordance with the Texas Public Information Act upon written request.

CALL ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MEETING TO ORDER

1. Roll Call

President Emily Doran called the meeting to order at 12:02 p.m.

Present Members: President Emily Doran, Brian Rider, Pat Sheehan, Barry Delcambre, and Colin Harvey.

Also Present: City Administrator Ashley Wayman, RCDC Attorney Megan Santee, Council Member Phil McDuffee, Council Member Kevin Glasheen, Finance Director Abel Campos, City Secretary Desiree Adair, and Assistant to the City Administrator Makayla Rodriguez.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the RCDC and may be enacted by one (1) motion. There will be no separate discussion of Consent Agenda items unless a Board Member has requested that the item be discussed, in which case the item will be removed from the Consent Agenda and considered in its normal sequence on the Regular Agenda.

2. Discussion and possible action on the minutes from the January 9, 2023 RCDC meeting

Brian Rider moved to approve the Consent Agenda. Pat Sheehan seconded the motion. The motion carried with 5 in favor and 0 against.

REGULAR AGENDA

- 3. Discussion and possible action to elect a President, Vice President, Secretary and Treasurer of the Rollingwood Community Development Corporation

Colin Harvey nominated Emily Doran to remain President. Pat Sheehan seconded the motion. The motion carried with 5 in favor and 0 against.

Emily Doran nominated Colin Harvey for Vice President. Brian Rider seconded the motion. The motion carried with 5 in favor and 0 against.

Colin Harvey nominated Pat Sheehan for Secretary. Emily Doran seconded the motion. The motion carried with 5 in favor and 0 against.

Colin Harvey nominated Bobby Hempfling for Treasurer. Emily Doran seconded the motion. The motion carried with 5 in favor and 0 against.

- 4. Presentation from the Retail Coach on potential scope and capabilities for a second phase of work in support of phase one findings and the feedback on the approved Comprehensive Plan

Aaron Farmer, of the Retail Coach, presented a Retail Development Strategy Phase 2 Discussion. He recapped the Phase 1 scope with recommendations, discussed Phase 2 priority sites, and discussed the Phase 2 focus on awareness and implementation.

The RCDC discussed façade improvements, incentives, and funds.

The RCDC asked Council Member Kevin Glasheen for his viewpoint on what would work to get a company to engage in Rollingwood. Council Member Kevin Glasheen gave his background in development and redevelopment. He doesn't think that a City can do anything that will change decision making for developers. In his opinion, the best thing that a City could do is to have a document of properties showing history and ownership. RCDC could help solve development problems such as demolition, and sewer or drainage improvements. Discussion ensued about the market and its effect on development.

Mr. Farmer believes that some properties may become available due to current market influences.

RCDC asked questions of Corporation Attorney Megan Santee regarding the promotional budget. The Corporation discussed the possibility of adding the Commercial Exchange meeting idea into the Welcome to Rollingwood project.

- 5. Discussion on scope and objectives for Retail Coach second phase of work for the development of detailed plans and execution based on phase one findings and framework provided by the Comprehensive Plan

President Emily Doran called up item 6 simultaneously.

The RCDC discussed the Retail Coach's presentation of Phase 2. It was recommended to add timelines for deliverables.

Barry Delcambre moved to approve Phase 2 of Retail Coach. Colin Harvey seconded the motion. The motion carried with 5 in favor and 0 against.

Colin Harvey moved to self-nominate for working out a timeline of deliverables with the Retail Coach. Barry Delcambre seconded the motion.

- 6. Discussion and possible action regarding the engagement of the Retail Coach for Phase 2

This item was addressed concurrently with item 5.

- 7. Analysis of "Due to City of Rollingwood" on the RCDC Balance Sheet

Finance Director Abel Campos discussed current balances with the RCDC.

- 8. Discussion on the possibility of requesting the use of RCDC funds to make capital expenditures for trail, drainage, and parking lot or other park improvements

Brian Rider discussed items presented to Council regarding Park, trail, and parking improvements. Brian Rider passed out a document describing the proposed projects.

Council Member Kevin Glasheen commented on the process steps to (1) measure support from RCDC, City Council, and the Park Commission on capital expenditures on the Park, (2) authorize expenditures on a landscape architect, and (3) obtain recommendations on Park improvements with cost estimates. The RCDC discussed the Park Master Plan.

RCDC members brought up concerns regarding RCDC funds usage and Park funding. They would like the Park Commission to look into public and private grants for Park projects. Council Member Kevin Glasheen offered his perspective on the tax funds provided to RCDC.

The RCDC discussed the funding of the maintenance of the Park and Park improvements. The RCDC would like the Park Commission to look for other sources of funding and commit to investing in the process.

The RCDC, Council Member Kevin Glasheen, and Council Member Phil McDuffee discussed the roles of the RCDC, the Park Commission, and the City Council. The RCDC asked questions regarding action plans for these Park projects and would like to consider future projects that affect the commercial corridor retail space.

The RCDC would like this item on the next meeting agenda as a project for discussion and possible action.

- 9. RCDC Financials through February, 2023

Finance Director Abel Campos stated that RCDC had no expenditures last month, just revenues.

ADJOURNMENT OF MEETING

The meeting was adjourned at 2:00 p.m.

Minutes Adopted on the _____ day of _____, 2023.

Emily Doran, RCDC President

ATTEST:

Pat Sheehan, RCDC Secretary

PROFESSIONAL SERVICES AGREEMENT

This Agreement for Professional Services (“Agreement”) is made by and between the Rollingwood Community Development Corporation (“Client”) and The Retail Coach, LLC, a limited liability company (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, Client desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “A” (the “Scope of Services”) to assist Client in creating a Retail Recruitment and Development Strategy - Phase 2 (the “Project”); and

WHEREAS, the Professional desires to render professional services for Client on the terms and conditions set forth in this Agreement;

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

Article I
Term

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to Client all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the Client in accordance with this Agreement prior to such termination.

Article II
Scope of Service

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Professional in connection with the Scope of Services represent the professional judgment of the Professional, in accordance with the professional standard of care applicable by law to the services performed hereunder.

Article III Schedule of Work

The Professional agrees to complete the required services in accordance with the Scope of Services outlined in Exhibit "A".

Article IV Compensation and Method of Payment

4.1 Professional will be compensated in accordance with the payment schedule and amounts set forth in the Scope of Services, not to exceed a total amount of eight thousand seven hundred fifty dollars (\$8,750).

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should Client require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services as agreed between the Parties.

5.2 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of Client. In the event of an assignment by the Professional to which the Client has consented, the assignee shall agree in writing with Client to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement. Should there be a need for any legal proceedings, the venue shall be in Travis County, Texas.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that Client assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of Client. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for Client:

Ashley Wayman
City Administrator
City of Rollingwood
403 Nixon Dr.
Rollingwood, Texas 78746

If intended for Professional:

Attn: Aaron Farmer
The Retail Coach, LLC PO
Box 7272
Tupelo, MS 38802

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Professional’s performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00

per occurrence for injury to persons (including death), and for property damage; (ii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and (iii) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

- (b) All policies of insurance shall be endorsed and contain the following provisions: (1) name Client, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; and (2) provide for at least thirty (30) days prior written notice to the Client for cancellation of the insurance; (3) provide for a waiver of subrogation against the Client for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. The Professional shall provide written notice to the Client of any material change of or to the insurance required herein.
- (c) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of services and upon request by Client.

6.10 Indemnification. Client SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE SERVICES OF THE PROFESSIONAL PURSUANT TO THIS AGREEMENT. PROFESSIONAL HEREBY WAIVES ALL CLAIMS AGAINST Client, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "Client") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF Client OR BREACH OF CLIENT'S OBLIGATIONS HEREUNDER. PROFESSIONAL AGREES TO INDEMNIFY AND SAVE HARMLESS Client FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE PROFESSIONAL'S NEGLIGENT PERFORMANCE OF SERVICES UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF PROFESSIONAL, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE Client, IN WHOLE OR IN PART, IN WHICH CASE PROFESSIONAL SHALL INDEMNIFY Client ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO PROFESSIONAL AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE PROFESSIONAL'S OBLIGATIONS UNDER THIS

SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.11 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.12 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2023.

Rollingwood Community Development Corporation

By: _____
Name: _____
Title: _____

EXECUTED this _____ day of _____, 2023.

The Retail Coach, LLC.

By: _____
Name: Aaron Farmer
Title: President

EXHIBIT A



June 2023

Exhibit A:

Retail Recruitment and Development Strategy - Phase 2



Prepared for: Rollingwood
Community Development
Corporation

Prepared by:

Aaron Farmer | President
afarmer@theretailcoach.net
(662) 231-0608

Scope of Services

Plan/Deliverables

1. Rollingwood Plaza
 - a. Reconvene with shopping center owner
 - b. Develop plan of future site plan options
 - c. Work with developer to create 'end in mind' visuals with economic impact estimates
2. Park Hills Baptist Church
 - a. Understand what is actually possible from a redevelopment standpoint
 - b. Develop a plan similar to Rollingwood Plaza
3. Develop Future State Economic Impact Report by Property
 - a. Develop list of all relevant properties
 - b. Document current state ownership and owner objectives, lease expiration profiles and future state economic value and tax revenue if redeveloped
4. Develop Developer/Retailer Recruiting Requirements by Entity
5. Develop Rollingwood Commercial Exchange
 - a. Identify attendees/roles including recruiting of potential new developers
 - b. Develop and share 10 year 'end in mind' vision (RCDC and The Retail Coach)
 - c. The Retail Coach will work with RCDC to help schedule meetings for 2023/2024
6. Private/Public Partnership Opportunities
 - a. Provide a list of P3 opportunities
 - b. Determine how much capital it would take to be effective and what channels methods have proven most effective in similar situations
 - c. Document successful use cases in other like communities
7. Develop Incentive Policy Framework
 - a. Define potential incentive policy options for the RCDC
 - b. Provide examples of other municipalities utilizing incentives
8. Continue recruitment and outreach to prospects

PROJECT EXPECTATIONS

Timeline & Pricing

**REPORTING**

The Retail Coach will provide written or electronic project updates on a monthly basis.

**Phases 1-7**

Phases 1-7 will be completed within 90 Business Days.

**Recruitment**

The Retail Coach is available to begin work immediately upon agreement of terms with a recruitment duration of 12 months.

Project PricingWork Fees

The total fee for completion of this work is **\$8,750**, payable in two installments:

- a) **\$4,375** upon execution of the agreement;
- b) **\$4,375** at 90 days following execution of contract.



PLEASE CONTACT:

Aaron Farmer
President

The Retail Coach, LLC
Ph. 662.231.0608
Fx. 662.844.2738

**Building Partnerships.
Developing Communities.**



AGREEMENT FOR PROVISION OF PROFESSIONAL SERVICES
BETWEEN THE CITY OF ROLLINGWOOD AND
THE ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION

THE STATE OF TEXAS

COUNTY OF TRAVIS

KNOWN ALL MEN BY THESE PRESENTS:

THIS AGREEMENT, effective the 1st day of October, 2022, by and between the CITY OF ROLLINGWOOD, a municipal corporation, acting by and through its City Council, situated in Travis County, Texas (hereinafter referred to as “City”), and the Rollingwood Community Development Corporation (hereinafter referred to as “RCDC”) acting by and through its President of the Board is as follows:

WITNESSETH:

I.

The City agrees to provide management, professional, administrative, financial and investment services to the RCDC according to the terms of this agreement. Direct services the City shall perform for the RCDC shall include:

1. Preparing all financial and investment reports and keeping all financial books and records required by the RCDC’s Bylaws.
2. Preparing a budget for the forthcoming year for review and approval by the Board and City Council.
3. Providing all necessary budgeting, accounting, financial management and investment management through the City’s Finance Department.
4. Providing for a repository of records, office and conference space.
5. Providing technology support of hardware, software and phone systems through the City’s Information Technology Department.

- 6. Providing executive and administrative support, review and oversight by various City departments including but not limited to City Administrator, City Secretary, and Planning & Zoning.
- 7. Providing for project management services.

It is understood and agreed that access to City staff resources by the RCDC is secondary to the needs of the City Council of the City of Rollingwood.

II.

Subject to the RCDC continuing to contract with the City for management services, the RCDC will pay to the City for its services pursuant to this agreement, a flat fee as approved in the RCDC Budget annually by City Council.

In the event of the termination of this agreement, the RCDC will be responsible for paying the City only the portion of the cost allocated to periods prior to the effective date of the termination of the agreement.

III.

It is the express purpose of this agreement for the City to provide certain management, professional, administrative and financial services to the RCDC.

IV.

Subject to early termination as provided in Article V below, this agreement shall be in effect for a period of one year commencing October 1, 2022 and ending September 30, 2023, and said agreement shall be extended for additional one-year terms thereafter under the same terms and conditions unless one party gives to the other party written notification at least thirty (30) days prior to the end of the existing term of its desire to terminate the agreement.

V.

- 1. This contract may be terminated by the City or RCDC, in whole, or from time to time, in part, upon thirty (30) days notice from the terminating party to the other party. Termination shall be effective thirty (30) days after delivery of Notice of Termination specifying to what extent performance or work under the contract shall be terminated thirty (30) days after receipt by the notified party.

- 2. After receipt of a Notice of Termination the City shall:
 - a. Stop work on the date as specified in the thirty (30) day Notice of Termination to the extent possible.
 - b. Place no further orders or subcontracts except as may be necessary for completion of the work not terminated.
 - c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination in so far as possible.
 - d. The RCDC shall pay all expenses incurred through the date of termination.

VII.

This Agreement shall take effect on the effective date identified above.

IN WITNESS WHEREOF, the parties have executed this Contract in the year and on the day indicated.

ROLLINGWOOD COMMUNITY
DEVELOPMENT CORPORATION

CITY ROLLINGWOOD, TEXAS

Emily Doran
President

Gavin Massingill
Mayor

Rollingwood Community Development Corporation
Budget Action Request
Department Worksheet

Date: July 2022

WORKING DRAFT

Fund Name and Number: 500 - RCDC

Dept Name and Number: 80 - Economic Development

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5524	Business Promotion and Development	\$ 10,000	\$ 15,000	\$ 20,000	\$ -	-100%	10% of Projected Sales Tax
TOTAL EXPENDITURES		\$ 10,000	\$ 15,000	\$ 20,000	\$ -	-100%	

2020-2021 2021-2022 2022-2023

Date: June 2022

Fund Name and Number: 500 - RCDC

Dept Name and Number: 90 Non-Project Related

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5575	Administrative Services Agreement	\$ 88,000	\$ 88,000	\$ 72,000	\$ -	-100%	
5380	Legal Expenses			\$ 5,000	\$ -	-100%	
TOTAL EXPENDITURES		\$ 88,000	\$ 88,000	\$ 72,000	\$ -	-100%	

2020-2021 2021-2022 2022-2023

Date: June 2022

Fund Name and Number: 500 - RCDC

Dept Name and Number: 95 - Additional New Projects

Line Item	Description From Budget	2020-2021 Budget	2021-2022 Budget	2022-2023 Budget	2023-2024 Proposed Budget	Percent Increase (Decrease)	Comments
5387	MoPac Legal	\$ 40,000	\$ 40,000	\$ 40,000		-100%	
5390	Commercial Code Updates Comp Plan			\$ 30,000		-100%	
5391	Mobility, Connectivity & Safety Plan			\$ 55,000		-100%	
5392	Park Amenities and Promotion			\$ 3,000		-100%	
TOTAL EXPENDITURES		\$ 40,000	\$ 40,000	\$ 128,000		-100%	

2020-2021 2021-2022 2022-2023

RCDC
MONTHLY FINANCIAL ANALYSIS

NOTE: YTD ACTUAL AS OF MAY 31, 2023; 67% OF FISCAL YEAR

REVENUE STATUS & COMPARISON TO PRIOR YEAR

	CURRENT YEAR:			PRIOR YEAR:		CURRENT YR COMPARED TO PY YR
	EST. REVENUE	YTD	PERCENT	YTD		
SALES TAX REVENUE	\$ 200,000	\$ 115,489	58%	\$ 118,220		98%

BUDGET STATUS & COMPARISON TO PRIOR YEAR

	CURRENT YEAR:			PRIOR YEAR:		CURRENT YR COMPARED TO PY YR
	BUDGET	YTD	PERCENT	YTD		
ECONOMIC DEVELOPMENT:						
REVENUE	\$ -	\$ -	#DIV/0!	\$ -		#DIV/0!
EXPENDITURES	\$ 20,000	\$ -	0%	\$ -		#DIV/0!
NON-PROJECTED RELATED:						
REVENUE	\$ 200,000	\$ 119,213	60%	\$ 118,307		101%
EXPENDITURES	\$ 77,000	\$ 1,718	2%	\$ -		#DIV/0!
ADDITIONAL NEW PROJECTS:						
REVENUE	\$ -	\$ -	#DIV/0!	\$ -		#DIV/0!
EXPENDITURES	\$ 128,000	\$ -	0%	\$ 6,731		0%
RECAP:						
REVENUE	\$ 200,000	\$ 119,213	60%	\$ 118,307		101%
EXPENDITURES	\$ 225,000	\$ 1,718	1%	\$ 6,731		26%

CITY OF ROLLINGWOOD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: MAY 31ST, 2023

500-RCDC
 FINANCIAL SUMMARY

66.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
NON-PROJECT RELATED	200,000.00	14,756.47	119,213.35	59.61	80,786.65
TOTAL REVENUES	200,000.00	14,756.47	119,213.35	59.61	80,786.65
<u>EXPENDITURE SUMMARY</u>					
ECONOMIC DEVELOPMENT	20,000.00	0.00	0.00	0.00	20,000.00
NON-PROJECT RELATED	77,000.00	0.00	1,717.70	2.23	75,282.30
ADDITIONAL NEW PROJECTS	128,000.00	0.00	0.00	0.00	128,000.00
TOTAL EXPENDITURES	225,000.00	0.00	1,717.70	0.76	223,282.30
REVENUES OVER/(UNDER) EXPENDITURES	(25,000.00)	14,756.47	117,495.65		(142,495.65)

CITY OF ROLLINGWOOD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: MAY 31ST, 2023

Page 25

500-RCDC

66.67% OF FISCAL YEAR

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
NON-PROJECT RELATED					
TAXES					
500-4-90-4000 SALES TAX REVENUE	200,000.00	14,186.44	115,488.77	57.74	84,511.23
TOTAL TAXES	<u>200,000.00</u>	<u>14,186.44</u>	<u>115,488.77</u>	<u>57.74</u>	<u>84,511.23</u>
INVESTMENT INCOME					
500-4-90-4400 INTEREST INCOME	0.00	554.25	3,610.88	0.00 (3,610.88)
500-4-90-4401 INTEREST INCOME - CHECKING	0.00	15.78	113.70	0.00 (113.70)
TOTAL INVESTMENT INCOME	<u>0.00</u>	<u>570.03</u>	<u>3,724.58</u>	<u>0.00 (</u>	<u>3,724.58)</u>
TOTAL NON-PROJECT RELATED	200,000.00	14,756.47	119,213.35	59.61	80,786.65
TOTAL REVENUES	<u>200,000.00</u>	<u>14,756.47</u>	<u>119,213.35</u>	<u>59.61</u>	<u>80,786.65</u>

CITY OF ROLLINGWOOD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: MAY 31ST, 2023

500-RCDC

66.67% OF FISCAL YEAR

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
ECONOMIC DEVELOPMENT					
OTHER NON-DEPARTMENTAL					
500-5-80-5524 ROLLINGWOOD BUS PROMOTION	20,000.00	0.00	0.00	0.00	20,000.00
500-5-80-5527 COVID-19 RELIEF PROGRAM	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER NON-DEPARTMENTAL	20,000.00	0.00	0.00	0.00	20,000.00
TOTAL ECONOMIC DEVELOPMENT	20,000.00	0.00	0.00	0.00	20,000.00
NON-PROJECT RELATED					
CONTRACTUAL SERVICES					
500-5-90-5275 ADMIN SERVICES AGREEMENT	72,000.00	0.00	0.00	0.00	72,000.00
TOTAL CONTRACTUAL SERVICES	72,000.00	0.00	0.00	0.00	72,000.00
MISCELLANEOUS OTHER EXP					
500-5-90-5380 LEGAL EXPENSES	5,000.00	0.00	1,717.70	34.35	3,282.30
TOTAL MISCELLANEOUS OTHER EXP	5,000.00	0.00	1,717.70	34.35	3,282.30
TOTAL NON-PROJECT RELATED	77,000.00	0.00	1,717.70	2.23	75,282.30
ADDITIONAL NEW PROJECTS					
MISCELLANEOUS OTHER EXP					
500-5-95-5387 MOPAC LEGAL EXPENSES	40,000.00	0.00	0.00	0.00	40,000.00
500-5-95-5388 PARK IMPROVEMENT PROJECT	0.00	0.00	0.00	0.00	0.00
500-5-95-5389 COMPREHENSIVE PLAN	0.00	0.00	0.00	0.00	0.00
500-5-95-5390 COMMERCIAL CODES UPDATES COMP	30,000.00	0.00	0.00	0.00	30,000.00
500-5-95-5391 MOBILITY, CONNECTIVITY & SAFET	55,000.00	0.00	0.00	0.00	55,000.00
500-5-95-5392 PARK AMENITIES AND PROMOTION	3,000.00	0.00	0.00	0.00	3,000.00
TOTAL MISCELLANEOUS OTHER EXP	128,000.00	0.00	0.00	0.00	128,000.00
TOTAL ADDITIONAL NEW PROJECTS	128,000.00	0.00	0.00	0.00	128,000.00
TOTAL EXPENDITURES	225,000.00	0.00	1,717.70	0.76	223,282.30
REVENUES OVER/ (UNDER) EXPENDITURES	(25,000.00)	14,756.47	117,495.65	(142,495.65)	

500-RCDC

ACCOUNT #	ACCOUNT DESCRIPTION	BALANCE	
ASSETS			
=====			
500-1000	RCDC OPERATING CASH	393,070.48	
500-1005	TEXPOOL	130,984.19	
500-1100	DUE FROM CITY	14,186.44	
500-1350	SALES TAX RECEIVABLE	0.00	
			<u>538,241.11</u>
TOTAL ASSETS			<u><u>538,241.11</u></u>
LIABILITIES			
=====			
500-2000	ACCOUNTS PAYABLE	0.00	
500-2020	ACCOUNTS PAYABLE RCDC	0.00	
500-2030	PAYABLE TO CITY	31,376.17	
500-2060	Retirement Payout Reserve	0.00	
500-2140	Vehicle Financing Notes	0.00	
	TOTAL LIABILITIES		<u>31,376.17</u>
EQUITY			
=====			
500-3000	FUND BALANCE-UNAPPROPRATED	389,369.29	
500-3001	XXFUND BALANCE	0.00	
500-3010	OTHER FUND BALANCE	0.00	
	TOTAL BEGINNING EQUITY	389,369.29	
TOTAL REVENUE		119,213.35	
TOTAL EXPENSES		1,717.70	
TOTAL REVENUE OVER/(UNDER) EXPENSES		117,495.65	
TOTAL EQUITY & REV. OVER/(UNDER) EXP.			<u>506,864.94</u>
TOTAL LIABILITIES, EQUITY & REV.OVER/(UNDER) EXP.			<u><u>538,241.11</u></u>