



CITY OF ROLLINGWOOD SPECIAL COMMUNITY DEVELOPMENT CORPORATION AGENDA

Thursday, May 28, 2020

In accordance with an order of the Office of the Governor issued March 16, 2020, the Community Development Corporation of the City of Rollingwood will conduct a video conference and telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19). The meeting will be held on Thursday , May 28, 2020 at 10:00 AM. The public may watch this meeting live and have the opportunity to comment via audio devices at the following link: <https://meetings.ipvideotalk.com/171899710>

The public may also participate in this meeting by dialing one of the following numbers: 1(617) 315-8088 or toll free at 1(888) 330-2489. When prompted enter Meeting ID: 171899710

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. Written questions or comments may be submitted up 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 February 13, 2020 and April 9, 2020 RCDC meetings.

PUBLIC HEARING

3. Public hearing on Rollingwood Community Development Corporation COVID-19 Emergency Relief Grant program and Resolution 2020-05-28-04 approving of the distribution of an amount not to exceed \$100,000 for local businesses who need to be able to retain and/or train their employees during this COVID-19 pandemic and National Disaster.

REGULAR AGENDA

4. Presentation, discussion, and possible action on Rollingwood Community Development Corporation COVID-19 Emergency Relief Grant program and Resolution 2020-05-28-04 approving of the distribution of an amount not to exceed \$100,000 for local businesses who need to be able to retain and/or train their employees during this COVID-19 pandemic and National Disaster.
5. Discussion and possible action on applications received for the COVID-19 Emergency Relief Grant Program.
6. Discussion and possible action on RCDC Resolution No. 2020-05-28-06 to amend the 2019-2020 budget to include funding for the COVID-19 Emergency Relief Grant Program.
7. Discussion on the RCDC Financials through the month of April 2020.

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 on May 21, 2020 at 4:00 p.m.



Ashley Wayman, 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 Rollingwood 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 RCDC's attorney(s) pursuant to Texas Local 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 Local Government Code;
discussion of personnel matters pursuant to section 551.074 of the Texas Local Government Code;
real estate acquisition pursuant to section 551.072 of the Texas Local Government Code;
prospective gifts pursuant to section 551.073 of the Texas Local Government Code;
security personnel and device pursuant to section 551.076 of the Texas Local Government Code;
and/or economic development pursuant to section 551.087 of the Texas Local Government Code.
Action, if any, will be taken in open session.



CITY OF ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MINUTES

Thursday, February 13, 2020

The Community Development Corporation of the City of Rollingwood, Texas held a regular meeting, open to the public, in the Municipal Building at 403 Nixon Drive in Rollingwood, Texas on February 13, 2020 at 7:00 PM, where the following items were discussed:

CALL ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MEETING TO ORDER

1. Roll Call

President Michael Dyson called the meeting to order at 7:03 p.m.

Present Members: President Michael Dyson, Pat Sheehan, Susan Miller, Becky Kittleman, and Barry Delcambre.

David Smith Joined the Meeting at 7:06 p.m.

Also Present: City Administrator Amber Lewis, City Attorney Megan Santee, and City Secretary Ashley Wayman.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

2. Discussion and possible action on the minutes from the December 5, 2019 RCDC meeting.

Barry Delcambre motioned to approve the consent agenda. Susan Miller seconded the motion. The motion passed 5-0.

REGULAR AGENDA

3. Discussion on a presentation from Lance Thompson on Milk and Cookies.

Lance Thompson, Austin Resident and owner of Tiny Boxwoods and Milk and Cookies, addressed RCDC regarding the possibility of expanding into Rollingwood.

David Smith Joined the Meeting at 7:06 p.m.

Mr. Thompson discussed the concept of Milk and Cookies as a walk-up restaurant offering a variety of items in a neighborhood space. He described his current locations, described the footprint and style of Milk and Cookies, and answered questions from the Board regarding the environment of his storefront.

President Michael Dyson discussed the feedback that Rollingwood has gotten during the past years and that most everything is centered on the City's park. He also discussed some of the Retail Coach findings regarding the park.

The Board discussed potential parking issues.

President Michael Dyson suggested that Mr. Thompson email photos/videos and other things to help the city visualize something that Rollingwood might see if they go with this option.

4. Discussion and possible action on a funding request from the Park Commission for the installation of gates and fencing tear out, haul off and replacement.

President Michael Dyson explained the history of this item, including that the request was put together by Park Commission Chair Catherine Horne and had been taken to Council in the months past.

Susan Miller stated that she thought it would be prudent to hold off on this until a lease is negotiated, as this may be a project that primarily benefits the leaseholder.

The Board discussed the details of the request as well as features that they would like to see if this item is brought back, including a map showing what would be done and more bids.

The Board agreed to postpone this item and asked City Administrator Amber Lewis to relay this information to the Park Commission.

5. Discussion on the Commercial Corridor Task Force.

President Michael Dyson explained the reason for creating this Task Force and discussed the 1999 Commercial Corridor Study.

David Smith, Susan Miller and Barry Delcambre volunteered to be the RCDC representation on this Task Force.

Barry Delcambre questioned who would be organizing the Task Force.

6. Discussion and possible action on a Rollingwood Marketing Plan and participation in a city wide newsletter.

President Michael Dyson explained the history of the newsletter idea in Rollingwood as well as the need for an overall marketing plan for the City.

The Board discussed the delivery method of the newsletter, ideas for content, services that would do the magazine for the city and how the city and RCDC would work together on this newsletter.

RCDC expressed an interest in getting more information and backup for the agenda packets, perhaps to have commission members that are requesting items to show up to the meeting and bring complete information.

President Michael Dyson stated that he would work with Council to discuss a policy regarding incomplete items.

7. Discussion on the RCDC Financials as of January 31, 2020.

Susan Miller gave a brief summary of the RCDC Financials.

President Michael Dyson stated that he would not be in attendance at the March 12 meeting.

ADJOURNMENT OF MEETING

The meeting was adjourned at 8:05 p.m.

Minutes Adopted on the 9th day of April, 2020.

Michael R. Dyson, President

ATTEST:

Ashley Wayman, City Secretary



CITY OF ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MINUTES

Thursday, April 09, 2020

On April 9, 2020 at 10:00 a.m., the Rollingwood Community Development Corporation of the City of Rollingwood conducted a video conference and telephonic meeting, open to the public, via video conference and telephone, in accordance with an order of the Office of the Governor issued March 16, 2020.

The public was able to watch this meeting live and had the opportunity to comment via audio devices at the following link: <https://meetings.ipvideotalk.com/130450053>

The public was also able to participate in this meeting by dialing one of the following numbers: 1(617) 315- 8088 or toll free at 1(888) 330-2489 and entering Meeting ID: 130450053. The public was 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. The following items were discussed at this meeting:

CALL ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION MEETING TO ORDER

1. Roll Call

President Michael Dyson called the meeting to order at 10:04 a.m.

Present Members: President Michael Dyson, Barry Delcambre, Rebecca Tongsinoon, and Pat Sheehan.

Also Present: City Administrator Amber Lewis, City Attorney Megan Santee and City Secretary Ashley Wayman.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

2. Discussion and possible action on the minutes from the March 13, 2020 meeting.

Barry Delcambre motioned to approve the consent agenda. Pat Sheehan seconded the motion. The motion passed 4-0.

(Note: the agenda item states that the meeting date is March 13, 2020 in error. The minutes were from the February 13, 2020 meeting. These minutes will be approved at the next meeting.)

REGULAR AGENDA

2. Discussion and possible action on establishing a grant program for businesses inside the city limits of the City of Rollingwood, and to earmark \$100,000 for the program.

President Michael Dyson discussed that the intent behind this program is to help businesses within the city that have been affected by COVID-19. He stated there have not been any other project requests this year and that this seems to be a good use of this money. He discussed the specifics of this program.

Barry Delcambre questioned whether those that receive grants could also get federal or SBA grants as well and essentially “double dip.” President Michael Dyson discussed the performance agreement that is in the packet, and that this issue is not addressed.

President Michael Dyson went over the process of how this program would work. City Administrator Amber Lewis clarified the process as it relates to RCDC and City Council meetings.

Barry Delcambre stated that he wants to make sure that the RCDC grant money goes to those that are most in need and not to those that would have already received funds and may be less in need of funds.

City Attorney Megan Santee explained that in many other cities, program administrators are being given the discretion to decide need.

The board discussed asking on the application whether the business had applied for SBA loans.

Pat Sheehan stated that in giving these grants, which do not have to be repaid, the applicants need to be ranked by need and that sales tax revenue and employee retention are the most important things to the City of Rollingwood.

Rebecca Tongsinoon asked how many businesses in Rollingwood would qualify for this grant program and how we would reach out to them to let them know that this program is available. City Administrator Amber Lewis stated that she could find out this information and get a list together.

City Attorney Megan Santee explained that because of the timelines and the way that the program is being put together, to provide authority for each individual project, and given that there will be more need than supply, these projects will each need to come back before the city to be individually approved.

President Michael Dyson stated that there would be a budget review at the April 30th meeting so that the board could be comfortable with expending these funds.

City Administrator Amber Lewis stated that she spoke to Finance Manager Abel Campos and that they did feel comfortable with this program. She stated that a budget amendment would be brought to the next meeting. She also asked the board about what timeline they felt was best.

President Michael Dyson stated that he wants businesses to have enough time to submit and that he wants the board to have adequate time to review the applications. He also explained that there could be multiple phases in this project. He also discussed that if the city got this info to Leslie and Bryan they would more than likely help get this program out to the community in a timely fashion.

The board discussed potential timelines for this program. City Administrator Amber Lewis clarified the current timeline as the program is written now.

President Michael Dyson stated that he wants to keep the current timeline for now so that the board has adequate time to review the documents that have been submitted. He also said that this program would be pushed out over social media, and that he would like to reach out to local papers before this is approved by City Council.

Barry Delcambre motioned to approve establishing a grant program for businesses inside the city limits of the City of Rollingwood, and to earmark \$100,000 for the program. Pat Sheehan seconded the motion. President Michael Dyson took a roll call vote.

Rebecca Tongsinoon – Yes

Pat Sheehan - Yes

Barry Delcambre – Yes

Michael Dyson - Yes

The motion passed 4-0.

ADJOURNMENT OF MEETING

The meeting was adjourned at 10:40 a.m.

Minutes Adopted on the _____ day of _____, 2020.

Michael R. Dyson, President

ATTEST:

Ashley Wayman, City Secretary

**ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION
RESOLUTION NO: 2020-05-28-04**

A RESOLUTION AUTHORIZING THE COMMUNITY DEVELOPMENT CORPORATION OF THE CITY OF ROLLINGWOOD TO ESTABLISH A PROGRAM FOR THE PURPOSE OF PROVIDING FINANCIAL ASSISTANCE FOR BUSINESSES IMPACTED BY THE COVID-19 PANDEMIC AND AUTHORIZING CERTAIN FINANCIAL ASSISTANCE TO BE USED FOR BUSINESSES LOCATED WITHIN THE CITY OF ROLLINGWOOD, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 18, 2020, Mayor Dyson made a Declaration of Public Health Emergency, and further declared all rules and regulations that may inhibit or prevent prompt response to this threat suspended for the duration of the incident; and

WHEREAS, on March 20, 2020, President Donald J. Trump declared a national emergency¹ and, immediately thereafter, Governor Greg Abbott declared a public health disaster in response to the COVID-19 crisis; and

WHEREAS, on March 25, 2020, City Council declared the COVID-19 crisis a local disaster and established rules and regulations for the duration of the disaster; and

WHEREAS, the Rollingwood Community Development Corporation is an economic development corporation created pursuant to Chapters 501, 502 and 505 of the Texas Local Government Code, as amended; and

WHEREAS, Section 505.158 of the Texas Local Government Code provides that for a municipality with a population of 20,000 or less, “project” includes the land, buildings, equipment, facilities, expenditures, targeted infrastructure, and improvements found by the corporation’s board of directors to promote new or expanded business development; and

WHEREAS, due to the highly contagious nature of the COVID-19 virus and health risks it presents to the elderly and members of the population with compromised immunity, places of social gatherings, restaurants and retail establishments, have experienced a significant decrease in customers; and

WHEREAS, due to the decrease in business, local businesses within the City will be forced to lay off employees; and

WHEREAS, the Rollingwood Community Development Corporation finds that expenditures necessary for the retention of jobs and other costs during the COVID-19 outbreak is an eligible project and desires to establish a program to provide monetary assistance to local businesses within the City, in the form of financial assistance, for the purpose of job retention, and

¹ On March 13, 2020.

WHEREAS, the Board of Directors have determined the financial assistance provided through performance agreements under this program will be consistent with and meet the definition of “project” as that term is defined in Chapters 501 and 505 of the Texas Local Government Code, and in particular Section 505.158 of the Texas Local Government Code; and the definition of “cost” as that term is defined by Section 501.152 of the Texas Local Government Code; and

WHEREAS, by this Resolution the Rollingwood Community Development Corporation desires to memorialize its support and authorization of the program as described herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY DEVELOPMENT CORPORATION OF THE CITY OF ROLLINGWOOD, TEXAS THAT:

Section one. Findings. The foregoing recitals are hereby found to be true and correct, are hereby adopted by the Community Development Board and made a part hereof for all purposes as findings of fact.

Section two. That the Board of Directors find and determine that the creation of a program to distribute financial assistance not to exceed **ONE HUNDRED THOUSAND DOLLARS and NO/100 Dollars (\$100,000.00)** as a program with individual amounts not to exceed \$10,000.00, for businesses located within the City of Rollingwood, Texas, and such program will retain existing jobs and promote new and expanded business development, and is otherwise consistent with Section 505.158 of the Act.

Section three. That the Board of Directors authorize the program, attached as **Exhibit A**, and authorize the President to execute this Resolution.

Section four. That the Board of Directors find that recipients of the financial assistance will have to comply with the requirements of a performance agreement, attached as **Exhibit B**.

Section five. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chap. 551, Tex. Gov't. Code*.

Section six. Effective date. This resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED by the Rollingwood Community Development Corporation Board of Directors on this the 28th day of May, 2020.

**CITY OF ROLLINGWOOD, TEXAS
COMMUNITY DEVELOPMENT CORPORATION**

Michael R. Dyson, President

ATTEST:

Ashley Wayman, City Secretary

EXHIBIT A

Program Guidelines:

In an effort to mitigate the economic impact of the COVID-19 pandemic on our local businesses and economy, the Rollingwood Community Development Corporation took the first step in making cash relief grants available. The RCDC voted today to earmark \$100,000 for the COVID-19 Relief Program, which provides up to \$10,000 per qualifying business. These grants will help local businesses retain the employees and resources needed to survive during these trying times. The grants will be made available pending final approval of the RCDC Board of Directors and of the City Council. Grants will be provided only to businesses within the city limits of the City of Rollingwood. Pending approval by the City Council, applications and supporting information is due to the RCDC on or before Thursday, May 14, 2020, by 12:00 p.m.

NON-QUALIFYING BUSINESS: Businesses that do not qualify for this RCDC relief are considered essential businesses and are the following:

1. Grocery stores, big box stores, farmer's and food markets
2. Liquor, wine and beer stores
3. Construction and real estate development and sales
4. New or used automotive sales
5. Banks, lending and financial institutions
6. Non-profit entities, organizations or associations
7. Medical and health providers and related service companies and vendors
8. Plumbers, HVAC technicians and electricians

To apply for the funding, please complete the application for assistance and provide the following three (3) documents and information. Please send to Ashley Wayman, City Secretary at awayman@rollingwoodtx.gov.

1. Travis County Tax Office 2019 ad valorem tax receipt for payment of 2019 City of Rollingwood personal and/or business property taxes.
2. Texas Comptroller of Public Account's sales tax receipt for the month of February 2020 (www.comptroller.texas.gov).
3. Texas Workforce Commission's Unemployment Tax Services Employer's Quarterly Report filed January 2020 for reporting period October-December 2019 (or any other TWC employer report located at www.twc.texas.gov).

The RCDC Board will meet to discuss, vote and approve the grant distributions on May 28, 2020. Once approved, the grant payments should be delivered within thirty (30) days.

DISCLAIMER: Relief grants are not guaranteed. All relief grant distributions and programs must be approved by the RCDC governing body before being issued. The RCDC does not provide any advice as to whether applying for and receiving relief funds affects any other grants or federal and state COVID-19 relief funds. These grants will also be subject to the Compliance section of the performance agreement.

EXHIBIT B

ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT

This Performance Agreement (“Agreement”) is entered into to be effective as of the Effective Date (as defined in Article III below), by and between the Rollingwood Community Development Corporation, located in Travis County, Texas (hereinafter called “Corporation”), a Texas non-profit industrial development corporation under the Development Corporation Act and governed by TEX. LOC. GOV. CODE chapters 501, 502 and 505 and the Texas Non-Profit Corporation Act and _____ (hereinafter called “Business”), otherwise known as the “Parties” to this Agreement.

RECITALS

WHEREAS, the Development Corporation Act of 1979, as amended (Section 501.001 et seq., Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”) authorizes a development corporation to fund certain projects as defined by the Act and requires development corporations to enter into performance agreements to establish and provide for the direct incentive or make an expenditure on behalf of a business enterprise under a project; and

WHEREAS, Section 501.158 of the Act requires a performance agreement to provide, at a minimum, for a schedule of additional payroll or jobs to be created or retained and capital investment to be made as consideration for any direct incentives provided or expenditures made by the corporation under the agreement, and to specify the terms under which repayment must be made if the business enterprise does not meet the performance requirements specified in the agreement; and

WHEREAS, the COVID-19 National Disaster has caused Business in Rollingwood, Texas to temporary close and/or experience reductions in sales, workforce, capital development and/or development; and

WHEREAS, Business desires to retain its number of employees and payroll, as well as its capital investment to the numbers and amounts prior to the National Disaster declaration and COVID-19 pandemic crisis; and

WHEREAS, providing Business with the funds under this Agreement will contribute to the City of Rollingwood by helping retain jobs and increase employment back to the numbers prior to the COVID-19 National Disaster, promoting and developing expanded business enterprises, increased development, increased real property value and tax revenue for the City of Rollingwood, and will have both a direct and indirect positive overall improvement/stimulus in the local and state economy; and

WHEREAS, the Corporation desires to offer an incentive to Business to enable Business to retain and increase its employees and payroll to the numbers prior to the COVID-19 National Disaster declaration and to train its employees on how to conduct business during such a National Disaster and pandemic pursuant to this Agreement in substantial conformity with the Act; and

WHEREAS, the Parties are executing and entering into this Agreement to set forth certain terms and obligations of the Parties with respect to such matters; and

WHEREAS, the Parties recognize that all agreements of the Parties hereto and all terms and provisions hereof are subject to the laws of the State of Texas and all rules, regulations and interpretations of any agency or subdivision thereof at any time governing the subject matters hereof; and

WHEREAS, the Parties agree that all conditions precedent for this Agreement to become a binding agreement have occurred and been complied with, including all requirements pursuant to the Texas Open Meetings Act and all public notices and hearings, if any, have been conducted in accordance with Texas law; and

WHEREAS, on the Effective Date, the commitments contained in this Agreement shall become legally binding obligations of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and agreements described and contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and further described herein, the Parties agree as follows:

ARTICLE I RECITALS

1. Recitals. The recitals set forth above are declared true and correct by the Parties and are hereby incorporated as part of this Agreement.

ARTICLE II AUTHORITY AND TERM

1. Authority. The Corporation's execution of this Agreement is authorized by the Act and constitutes a valid and binding obligation of the Corporation. The Corporation acknowledges that Business is acting in reliance upon the Corporation's performance of its obligations under this Agreement in making the decision to commit substantial resources to the establishment of the "Project" in the above recitals.

2. Term. This Agreement shall become enforceable upon the Effective Date, hereinafter established, and shall continue until the Expiration Date, hereinafter established, unless terminated sooner or extended by mutual agreement of the Parties in the manner provided for herein.

3. Purpose. The purpose of this Agreement is to formalize the agreements between the Business and the Corporation for the granting of property and funds to cover certain costs associated with the Project and specifically state the covenants, representations of the Parties, and the incentives associated with Business's commitment to abide by the provisions of the Act and to abide by the terms of this Agreement, which has been approved by the Corporation and the Business as complying with the specific requirements of the Act. It is expressly agreed that this

Agreement constitutes a single transaction. A failure to perform any obligation by the Business may constitute a breach of the entire Agreement and terminate any further commitments (if any) by the Corporation unless an alternative penalty or remedy is provided for herein.

4. Administration of Agreement. Upon the Effective Date, the Corporation delegates the administration and oversight of this Agreement to the Executive Director of the Corporation, or its designee. Any proposed amendments to the Agreement shall require the approval of the Board of Directors of the Corporation.

ARTICLE III DEFINITIONS

As used in this Agreement, the following terms shall have the meanings ascribed below. All undefined terms shall retain their usual and customary meaning as ascribed by common and ordinary usage.

“Anniversary/Year” - Performance and incentive calculations based upon years and anniversaries as used in this Agreement shall be calculated with the year and date zero beginning on the date the last party signs this agreement and first anniversary is twelve (12) months from that date, and so on with each year and anniversary from that date forward.

“Bankruptcy” shall mean the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of such Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Default”, unless otherwise specifically defined or limited by this Agreement, shall mean failure by any Party to timely and substantially comply with any performance requirement, duty, or covenant.

“Effective Date” shall be the date of the last signing by a party to the agreement.

“Expiration Date” shall mean the earlier of:

1. The first anniversary of the Effective Date; or
2. The date of termination, provided for under Article VII of this Agreement.

“Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, including, without limitation, acts of God or the public enemy, war riot, civil commotion, insurrection, government or de facto governmental action (unless caused by the intentionally wrongful acts or omissions of a party), fires, explosions or floods, strikes, slowdowns or work stoppages.

“Incentive” means that money provided to the Business as an incentive for the expansion of any reduction of business, workers and labor force in Rollingwood, Texas.

“Project” shall mean the Business’s promise and agreement herein to use the COVID-19 relief funds awarded by the Corporation to contribute to the City of Rollingwood by helping increase employment back to the numbers prior to the COVID-19 National Disaster, as well as to train its employees on how to conduct business safely and in accordance with Center for Disease Control standards during this and any future similar National Disaster declaration.

ARTICLE IV CORPORATION OBLIGATION

1. COVID-19 Relief Award.

Corporation shall pay a one-time payment of \$_____ (“Incentive”) to Business as its COVID-19 relief funds in accordance with the Project, which shall be made available via direct deposit or mailed by check by the City of Rollingwood.

2. Incentive.

This Incentive payment is to rehire laid off employees, retain employees I would otherwise have to layoff and/or prevent the closing of my business due to the state of emergency caused by COVID-19, and/or to pay salaries, rent, utilities and other normal operating expenses as described in this application for the recovery and expansion of my business in the city limits of the City of Rollingwood.

This Incentive payment is also conditioned on the acknowledgement that I will make a good faith attempt to comply with the CDC guidelines and the orders of the Governor for the State of Texas in conducting business operations during the term of this agreement.

Business further agrees to provide Corporation with the following information on or before the Expiration Date:

- (a) 2020 ad-valorem tax receipt showing Business’s personal property taxes paid for 2020 (should be available February 2021 at latest);
- (b) February 2021 Texas Comptroller of Public Accounts sales tax receipt; and,
- (c) Texas Workforce Commission’s Unemployment Tax Services Employer’s Quarterly Report filed January 2021 (or comparable TWC statement or receipt showing payroll numbers for January 2021).

3. Confidentiality. The Corporation agrees to the extent allowed by law to keep all tax information and documentation received, pursuant to this Agreement hereof, confidential. In the event a request is made for such information, Corporation will not disclose the information unless required to do so by the Attorney General of Texas.

4. Current Revenue. The funds distributed hereunder shall be paid solely from lawfully available funds of the Corporation. Under no circumstances shall the obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. None of the obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.

ARTICLE V COVENANTS AND DUTIES

1. Business's Covenants and Duties. Business makes the following covenants and warranties to the Corporation and agrees to timely and fully perform the obligations and duties contained in Article V of this Agreement. 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 Business.
 - (a) Business 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.
 - (b) The execution of this Agreement has been duly authorized by Business's authorized agent, and the individual signing this Agreement is empowered to execute such Agreement and bind the entity. Said authorization, signing, and binding effect is not in contravention of any law, rule, regulation, or of the provisions of Business's by-laws, or of any agreement or instrument to which Business is a party to or by which it may be bound.
 - (c) Business is not a party to any Bankruptcy proceedings currently pending or contemplated, and Business has not been informed of any potential involuntary Bankruptcy proceedings.
 - (d) To its current, actual knowledge, and subject to the Certificate of Occupancy (or other approvals and permits to be obtained under subpart (f) immediately below), Business has acquired and maintained all necessary rights, licenses, permits, and authority to carry on its business in the City of Rollingwood and will continue to use its best efforts to maintain all necessary rights, licenses, permits, and authority.
 - (e) Business shall timely and fully comply with all of the terms and conditions of this Agreement.
 - (f) Business shall cooperate with the Corporation in providing all necessary information to assist them in complying with this Agreement.
 - (g) During the term of this Agreement, Business agrees to not knowingly employ any undocumented workers as part of the Project, and, if convicted of a violation under 8 U.S.C. Section 1324a(1), Business shall be in Default (subject to the obligations in Article V and the remedies in Article VIII). Business is not liable for an unknown violation of

this Section by a subsidiary, affiliate, or franchisee of Business or by a person with whom Business contracts; provided, however, that identical federal law requirements provided for herein shall be included as part of any agreement or contract which Business enters into with any subsidiary, assignee, affiliate, or franchisee for which funds provided herein will be used.

- (h) Business shall not be in arrears and shall be current in the payment of all City taxes and fees.
 - (i) Corporation has the right to periodically (and with reasonable advance notice) verify the terms and conditions of this Agreement.
2. Corporation's Covenants and Duties. Corporation agrees to timely and fully perform the obligations and duties contained in Article IV of this Agreement. 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 Corporation.
3. Compliance and Default. Failure by Business to timely comply with any performance requirement, duty, or covenant shall be considered an act of Default and shall give the Corporation the right to terminate this Agreement and collect the Recapture Amount, as determined by the Board of Directors of the Corporation.

ARTICLE VI TERMINATION

1. Termination. This Agreement shall terminate upon the earliest occurrence of any one or more of the following:
- (a) The written agreement of the Parties;
 - (b) The Agreement's Expiration Date;
 - (c) Default by Business (at the option of the Corporation).

ARTICLE VII DEFAULT

1. Business Events of Default.
- (a) Failure of Business to perform under this Agreement.
 - (b) Corporation determines that any representation or warranty contained herein or in any financial statement, certificate, report or opinion submitted to Corporation in connection with or pursuant to the requirements of this Agreement was incorrect or misleading in any material respect when made; or

- (c) Any judgment is assessed against Business or any attachment or other levy against the property of Business with respect to a claim remains unpaid, unstayed on appeal, undischarged, not bonded or not dismissed for a period of thirty (30) days; or
- (d) Business makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts generally as they become due; files a petition in bankruptcy; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of Business or any substantial part of its property, commences any action relating to Business under any reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction whether now or hereafter in effect; or if there is commenced against Business any such action and such action remains undismissed or unanswered for a period of sixty (60) days from such filing, or Business by any act indicates its consent to or approval of any trustee of Business or any substantial part of its property; or suffers any such receivership or trustee to and such appointment remains unvacated for a period of sixty (60) days; or
- (e) Business substantially changes its present ownership without written notification to Corporation within thirty (30) days of such change; or
- (f) Business changes the general character of business as conducted at the date hereof, or engages in any type of business not reasonably related to its business as presently and normally conducted.

2. Remedies for Default.

- (a) In the event of Default by the Business, the Corporation shall, as its sole and exclusive remedy for Default hereunder, have the right to terminate this Agreement and to recapture one hundred percent (100%) of the Incentive (the "Recapture Amount") if the Default occurs on or prior to the termination date.
- (b) Business agrees a remedy for Default is the Corporation seeking a mandamus from a court of competent jurisdiction; or the appointment of a receiver in equity with the power to charge and collect rents, purchase price payments, and loan payments; and, apply the revenue from the Project in accordance with this Agreement.

ARTICLE VIII MISCELLANEOUS

1. Binding Agreement. The terms and conditions of this Agreement shall be binding on and inure to the benefit of the Parties, and their respective successors and assigns. The Executive Director or Board Chair of the Corporation shall be responsible for the administration of this Agreement and shall have the authority to execute any instruments, duly approved by the Corporation, on behalf of the Parties related thereto.

2. Mutual Assistance. The Parties 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.
3. Representations and Warranties. The Corporation represents and warrants to Business that this Agreement is within their authority, and that they are duly authorized and empowered to enter into this Agreement, unless otherwise ordered by a court of competent jurisdiction. Business represents and warrants to the Corporation that it has the requisite authority to enter into this Agreement.
4. Assignment. Business 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 Corporation. Any assignment provided for herein shall not serve to enlarge or diminish the obligations and requirements of this Agreement, nor shall they relieve Business of any liability to the Corporation, 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 Corporation may demand and receive adequate assurance of performance including the deposit or provision of financial security by any proposed Assignee prior to its approval of an assignment.
5. Independent Contractors.
 - (a) It is expressly understood and agreed by all Parties hereto that in performing their services hereunder, Business at no time will be acting as an agent of the Corporation and that all consultants or contractors engaged by Business respectively will be independent contractors of Business; and nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties and any implication to the contrary is hereby expressly disavowed. The Parties hereto understand and agree that the Corporation will not be liable for any claims that may be asserted by any third party occurring in connection with services performed by Business respectively under this Agreement, unless any such claims are due to the fault of the Corporation.
 - (b) By entering into this Agreement, except as specifically set forth herein, 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 Corporation with such rights being expressly reserved to the fullest extent authorized by law and to the same extent which existed prior to the execution hereof.
 - (c) No employee of the Corporation, or any board member, or agent of the Corporation, shall be personally responsible for any liability arising under or growing out of this Agreement.
6. Notice. Any notice required or permitted to be delivered hereunder shall be deemed delivered by actual delivery, or on the first business day after depositing the same in the hands of a reputable overnight courier (such as United States Postal Service, FedEx or UPS) and addressed to the Party at the address set forth below:

If intended for RCDC:

Rollingwood Community Development Corporation
Attention: President
403 Nixon Drive
Rollingwood, TX 78746

With a copy to:

Denton, Navarro, Rocha, Bernal, & Zech PC
Attention: Charles E. Zech
2517 North Main Avenue
San Antonio, TX 78212

If to the Business:

Any Party may designate a different address at any time upon written notice to the other Parties.

7. Governmental Records. All invoices, records and other documents required for submission to the City pursuant to the terms of this Agreement are Governmental Records for the purposes of Texas Penal Code Section 37.10.
 - (a) Governing Law. The Agreement shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement (subject to the dispute resolution mechanisms of Article VIII above) shall be in the Courts of Travis County. The Parties agree to submit to the personal and subject matter jurisdiction of said court.
 - (b) Amendment. This Agreement may be amended by mutual written agreement of the Parties, as approved by the Board of Directors of the Corporation and paid for by the Business.
8. 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.

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.

9. 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 Corporation Board approved amendments to this Agreement.
10. 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.
11. 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.
12. 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.
13. Indemnification.

BUSINESS AGREES TO DEFEND, INDEMNIFY AND HOLD THE CORPORATION AND THE CITY OF ROLLINGWOOD (“CITY”), AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL REASONABLE LIABILITIES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, ATTORNEY FEES, COSTS, EXPENSES AND ANY CAUSE OF ACTION THAT DIRECTLY RELATES TO ANY OF THE FOLLOWING: ANY CLAIMS OR DEMANDS BY THE STATE OF TEXAS THAT THE CORPORATION HAS BEEN ERRONEOUSLY OR OVER-PAID SALES AND USE TAX FOR ANY PERIOD DURING THE TERM OF THIS AGREEMENT AS A RESULT OF THE FAILURE OF BUSINESS TO MAINTAIN A PLACE OF BUSINESS AT THE PROPERTY OR IN THE CITY OF ROLLINGWOOD, OR AS A RESULT OF ANY ACT OR OMISSION OR BREACH OR NON-PERFORMANCE BY BUSINESS UNDER THIS AGREEMENT EXCEPT THAT THE INDEMNITY PROVIDED HEREIN SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE ACTION OR OMISSIONS OF THE CORPORATION OR CITY. THE PROVISIONS OF THIS SECTION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY, IT BEING THE INTENTION OF THE PARTIES THAT BUSINESS SHALL BE RESPONSIBLE FOR THE REPAYMENT OF ANY FUNDS PAID AND PROPERTY GRANTED TO BUSINESS HEREIN THAT INCLUDES CITY SALES TAX RECEIPTS THAT THE STATE OF TEXAS HAS DETERMINED WAS ERRONEOUSLY PAID, DISTRIBUTED OR ALLOCATED TO THE CORPORATION.

14. Additional Instruments. The Parties 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.

15. Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Business, the Business shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to causes of any kind whatsoever which are caused by Force Majeure.
16. I understand that, in an effort to get the grant funds to businesses as soon as possible during the COVID-19 emergency, the Corporation is providing funds prior to the expiration of sixty (60) days from the date of notice to the public set forth in Chapter 501-505, et seq, Section 505.160, and as such, if a Chapter 501-505, et seq, Section 505.160 petition is filed within the sixty (60) day publication and protest period, I agree to repay the grant funds I have received to the DEDC.

Executed on this _____ day of June, 2020

Business: _____

Signed: _____

By: _____

Title: _____

Executed on this _____ day of June, 2020.

**ROLLINGWOOD COMMUNITY
DEVELOPMENT CORPORATION**

By: _____

Name: Michael Dyson

Title: President Rollingwood CDC

Summary of Applications Received for the COVID-19 Business Relief Grant

Applicant	Sales Tax Paid in February 2020	2019 Ad Valorem Tax Payment	Gross Wages Paid in Q4 of 2019	Applied for/Received other Assistance?	Committee Recommendation
Abercrombie Gems and Precious Metals	\$ 6,056.16	\$ 22,208.14	\$ 110,205.91	Yes / Yes \$71,564.07	\$1,500 to pay for sanitation and PPE for employees
Collectic Home	\$ 15,184.46	\$ 458,473.28	\$ 131,611.40	Yes / Yes \$55,900	\$1,500 to pay for sanitization and PPE for employees
Front Line Car Wash	\$ 733.29	\$ 33,775.83	\$ 417,053.37	Yes / No	Full \$9,999 to pay employee wages
Perri Berri	\$ 2,732.48	\$ 6,162.60	\$ 35,028.86	Yes / No	Full \$9,999 for past due rent, bills, utilities and insurance



COVID-19 Business Relief Grant

In an effort to mitigate the economic impact of the COVID-19 pandemic on our local businesses and economy, the Rollingwood Community Development Corporation voted to earmark \$100,000 for the COVID-19 Relief Program, which provides up to \$10,000 per qualifying business. These grants will help local businesses retain the employees and resources needed to survive during these trying times. The grants will be made available pending final approval of the RCDC Board of Directors. Grants will be provided only to businesses within the city limits of the City of Rollingwood. Applications and supporting information is due to the RCDC on or before Thursday, May 14, 2020, by 12:00 p.m.

NON-QUALIFYING BUSINESS: Businesses that do not qualify for this RCDC relief are considered essential businesses and are the following:

1. Grocery stores, big box stores, farmer's and food markets
2. Liquor, wine and beer stores
3. Construction and real estate development and sales
4. New or used automotive sales
5. Banks, lending and financial institutions
6. Non-profit entities, organizations or associations
7. Medical and health providers and related service companies and vendors
8. Plumbers, HVAC technicians and electricians

To apply for the funding, please answer the following questions and provide the required documents.

Abercrombie Gems + Precious Metals
 Business Name
3008 Bee Caves Rd Austin TX 78746
 Address

Is your business operating in the City of Rollingwood?

Yes ☒

No ☐

Have you applied for a federal or state grant or loan, including but not limited to, an SBA Paycheck Protection Program loan and/or an SBA Economic Injury Disaster loan within the past 60 days?

Yes ☐

No ☒



If you did apply for a federal or state grant or loan, did you receive assistance?

Yes ☒ No ☐

If you did receive assistance, how much did you receive and how are you using those funds?

PPP 7A loan 71,564.07
 To retain employees and pay taxes and
 Mortgage payments

How much assistance are you requesting and for what do you intend to use the funding?

10,000.00 To retain employees and
 use use for mortgage payments

Please include the following documents with your application:

- ☐ Travis County Tax Office 2019 ad valorem tax receipt for payment of 2019 City of Rollingwood personal and/or business property taxes.
- ☐ Texas Comptroller of Public Account's sales tax receipt for the month of February 2020 (www.comptroller.texas.gov).
- ☐ Texas Workforce Commission's Unemployment Tax Services Employer's Quarterly Report filed January 2020 for reporting period October-December 2019 (or any other TWC employer report located at www.twc.texas.gov).

Name

Signature

Date

Applications and documentation should be sent to Ashley Wayman, City Secretary at awayman@rollingwoodtx.gov or before Thursday, May 14, 2020, by 12:00 p.m.

The RCDC Board will meet to discuss, vote and approve the grant distributions by May 28, 2020.

DISCLAIMER: Relief grants are not guaranteed. All relief grant distributions and programs must be approved by the RCDC governing body before being issued. The RCDC does not provide any advice as to whether applying for and receiving relief funds affects any other grants or federal and state COVID-19 relief funds. These grants will also be subject to the Compliance section of the performance.



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- 4. New or used automotive sales
- 5. Banks, lending and financial institutions
- 6. Non-profit entities, organizations or associations
- 7. Medical and health providers and related service companies and vendors
- 8. Plumbers, HVAC technicians and electricians

To apply for the funding, please answer the following questions and provide the required documents.

Business Name

Address

Is your business operating in the City of Rollingwood? Yes No

Have you applied for a federal or state grant or loan, including but not limited to, an SBA Paycheck Protection Program loan and/or an SBA Economic Injury Disaster loan within the past 60 days? Yes No



If you did apply for a federal or state grant or loan, did you receive assistance?

Yes No

If you did receive assistance, how much did you receive and how are you using those funds?

How much assistance are you requesting and for what do you intend to use the funding?

Please include the following documents with your application:

Travis County Tax Office 2019 ad valorem tax receipt for payment of 2019 City of Rollingwood personal and/or business property taxes.

Texas Comptroller of Public Account’s sales tax receipt for the month of February 2020 (www.comptroller.texas.gov).

Texas Workforce Commission’s Unemployment Tax Services Employer’s Quarterly Report filed January 2020 for reporting period October-December 2019 (or any other TWC employer report located at www.twc.texas.gov).

Name	Signature	Date
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Applications and documentation should be sent to Ashley Wayman, City Secretary at awayman@rollingwoodtx.gov or before Thursday, May 14, 2020, by 12:00 p.m.

The RCDC Board will meet to discuss, vote and approve the grant distributions by May 28, 2020.

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3. Construction and real estate development and sales
4. New or used automotive sales
5. Banks, lending and financial institutions
6. Non-profit entities, organizations or associations
7. Medical and health providers and related service companies and vendors
8. Plumbers, HVAC technicians and electricians

To apply for the funding, please answer the following questions and provide the required documents.

Finish Line Partners. LLC

Business Name

2900 Bee Caves Rd, Rollingwood, TX 78746

Address

Is your business operating in the City of Rollingwood?

Yes ☒ No ☐

Have you applied for a federal or state grant or loan, including but not limited to, an SBA Paycheck Protection Program loan and/or an SBA Economic Injury Disaster loan within the past 60 days?

Yes ☒ No ☐



If you did apply for a federal or state grant or loan, did you receive assistance?

Yes ☐ No ☒

If you did receive assistance, how much did you receive and how are you using those funds?

How much assistance are you requesting and for what do you intend to use the funding?

\$10,000 for keeping employees paid and working until we can open again

Please include the following documents with your application:

- ☒ Travis County Tax Office 2019 ad valorem tax receipt for payment of 2019 City of Rollingwood personal and/or business property taxes.
- ☒ Texas Comptroller of Public Account's sales tax receipt for the month of February 2020 (www.comptroller.texas.gov).
- ☒ Texas Workforce Commission's Unemployment Tax Services Employer's Quarterly Report filed January 2020 for reporting period October-December 2019 (or any other TWC employer report located at www.twc.texas.gov).

Machelle Greene

Name

 A handwritten signature in blue ink that reads "Machelle Greene".

Signature

04/21/2020

Date

Applications and documentation should be sent to Ashley Wayman, City Secretary at awayman@rollingwoodtx.gov or before Thursday, May 14, 2020, by 12:00 p.m.

The RCDC Board will meet to discuss, vote and approve the grant distributions by May 28, 2020.

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COVID-19 Business Relief Grant

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2. Liquor, wine and beer stores
3. Construction and real estate development and sales
4. New or used automotive sales
5. Banks, lending and financial institutions
6. Non-profit entities, organizations or associations
7. Medical and health providers and related service companies and vendors
8. Plumbers, HVAC technicians and electricians

To apply for the funding, please answer the following questions and provide the required documents.

Beathard Holdings (Perri Berri)
Business Name

2805 BeeCaves Rd, Ste 414, Austin, TX 78746
Address

Is your business operating in the City of Rollingwood?

Yes ☒ No ☐

Have you applied for a federal or state grant or loan, including but not limited to, an SBA Paycheck Protection Program loan and/or an SBA Economic Injury Disaster loan within the past 60 days?

Yes ☒ No ☐



If you did apply for a federal or state grant or loan, did you receive assistance?

~~Yes~~ ☒ No ☒

If you did receive assistance, how much did you receive and how are you using those funds?

N/A

How much assistance are you requesting and for what do you intend to use the funding?

\$10,000 to use for past due rent, bills, utilities & insurance.

Please include the following documents with your application:

- ☒ Travis County Tax Office 2019 ad valorem tax receipt for payment of 2019 City of Rollingwood personal and/or business property taxes.
- ☒ Texas Comptroller of Public Account's sales tax receipt for the month of February 2020 (www.comptroller.texas.gov).
- ☒ Texas Workforce Commission's Unemployment Tax Services Employer's Quarterly Report filed January 2020 for reporting period October-December 2019 (or any other TWC employer report located at www.twc.texas.gov).

Name

Signature

Date

Applications and documentation should be sent to Ashley Wayman, City Secretary at awayman@rollingwoodtx.gov or before Thursday, May 14, 2020, by 12:00 p.m.

The RCDC Board will meet to discuss, vote and approve the grant distributions by May 28, 2020.

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RCDC RESOLUTION NO. 2020-05-28-06**A RESOLUTION BY THE ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION, ROLLINGWOOD, TEXAS AMENDING THE FISCAL YEAR 2019-20 BUDGET TO IDENTIFY FUNDING FOR THE COVID-19 EMERGENCY RELIEF GRANT PROGRAM, AND OTHER MATTERS IN CONNECTION THEREWITH**

WHEREAS, the Rollingwood Community Development Corporation (“RCDC”) is a non-profit development corporation duly established under the Development Corporation Act of 1979, as amended (Section 501.001 et seq. Texas Local Government Code, formerly the Development Corporation Act of 1979) (the “Act”);

WHEREAS, according to the Act, the authorizing unit for the RCDC shall mean the City of Rollingwood City Council (“City Council”); and

WHEREAS, all of the powers of the RCDC are vested in the RCDC Board of Directors (the “Board”) appointed by the City Council; and

WHEREAS, Section 501.073 of the Act requires the City Council to approve all programs and expenditures.

WHEREAS, the RCDC proposes to amend the budget, hereto attached as Exhibit A, to identify funding for the COVID-19 Emergency Relief Grant Program and set forth the established revenues and expenditures and make the detailed classifications as required by the Act; and

WHEREAS, after consideration, the Board is of the opinion that the proposed budget should be submitted to the City Council for approval and adoption.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION THAT:

Section 1. The Board hereby amends the RCDC Fiscal Year 2019-20 Budget in substantially the form as is set forth on Exhibit A.

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of

such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this 28th day of May, 2020.

THE ROLLINGWOOD COMMUNITY
DEVELOPMENT CORPORATION

Michael R. Dyson, RCDC Board President

ATTEST:

Barry Delcambre, RCDC Board Secretary

EXHIBIT A
RCDC FISCAL YEAR 2019-20 BUDGET AMENDMENT

ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION
2019-2020
Budget Amendments 2019-2020

		CURRENT BUDGET	AMENDED BUDGET	BUDGET AMENDMENT
<u>ECONOMIC DEVELOPMENT</u>				
Expenditure Account				
500-5527-80	COVID-19 RELIEF PROGRAM	\$ -	\$ 100,000	\$ 100,000
NET INCREASES (REDUCTIONS)				<u>\$ 100,000</u>

ROLLINGWOOD COMMUNITY DEVELOPMENT CORPORATION
APRIL, 2020

DEPARTMENT	YTD REVENUE	YTD EXPENDITURES	DIFFERENCE
ECONOMIC DEVELOPMENT	\$ -	\$ -	\$ -
NON-PROJECT RELATED	\$ 99,458.19	\$ -	\$ 99,458.19
	<u>\$ 99,458.19</u>	<u>\$ -</u>	<u>\$ 99,458.19</u>

2019-2020

RCD
MONTHLY FINANCIAL ANALYSIS

NOTE: YTD ACTUAL AS OF 4/30/2020; 58% 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	\$ 130,000	\$ 98,368	76%	\$ 91,737		107%

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	\$ 13,000	\$ -	0%	\$ -		#DIV/0!
NON-PROJECTED RELATED:						
REVENUE	\$ 130,000	\$ 99,458	77%	\$ 93,404		106%
EXPENDITURES	\$ 88,000	\$ -	0%	\$ 3,064		0%
RECAP:						
REVENUE	\$ 130,000	\$ 99,458	77%	\$ 93,404		106%
EXPENDITURES	\$ 101,000	\$ -	0%	\$ 3,064		0%

Rollingwood Community Development Corporation
Statement of Revenues and Expenditures - Rev and Expend by Project - With Codes
500 - RCDC Fund
80 - Economic Development
From 4/1/2020 Through 4/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget - Revised</u>	<u>Total Budget Variance - Revised</u>	<u>Percent Total Budget</u>
Expenditures						
Rollingwood	5524	0.00	0.00	13,000.00	13,000.00	0.00%
Bus.						
Promotion&...						
Total Expenditures		<u>0.00</u>	<u>0.00</u>	<u>13,000.00</u>	<u>13,000.00</u>	<u>0.00%</u>
Excess Revenues		0.00	0.00	(13,000.00)	13,000.00	0.00%
Over(Under)						
Expenditures						

Rollingwood Community Development Corporation
Statement of Revenues and Expenditures - Rev and Expend by Project - With Codes
500 - RCDC Fund
90 - Non-Project Related
From 4/1/2020 Through 4/30/2020

		<u>Current Period Actual</u>	<u>Current Year Actual</u>	<u>Total Budget - Revised</u>	<u>Total Budget Variance - Revised</u>	<u>Percent Total Budget</u>
Revenues						
Sales Tax Revenue	4000	16,147.22	98,368.02	130,000.00	(31,631.98)	75.66%
Interest Revenue	4050	95.00	1,081.54	0.00	1,081.54	0.00%
Interest Revenue - Checking	4051	1.52	8.63	0.00	8.63	0.00%
Total Revenues		<u>16,243.74</u>	<u>99,458.19</u>	<u>130,000.00</u>	<u>(30,541.81)</u>	<u>76.51%</u>
Expenditures						
Admin Services Agreement	5575	0.00	0.00	88,000.00	88,000.00	0.00%
Total Expenditures		<u>0.00</u>	<u>0.00</u>	<u>88,000.00</u>	<u>88,000.00</u>	<u>0.00%</u>
Excess Revenues Over(Under) Expenditures		<u>16,243.74</u>	<u>99,458.19</u>	<u>42,000.00</u>	<u>57,458.19</u>	<u>236.80%</u>

Rollingwood Community Development Corporation
Balance Sheet - Balance Sheet
As of 4/30/2020

		<u>RCDC Fund</u>	<u>Total</u>
Assets			
Operating Cash	1000	203,269.59	203,269.59
Texpool	1005	126,360.11	126,360.11
Due from City	1100	16,147.48	16,147.48
Sales Tax Receivable	1350	0.00	0.00
Total Assets		<u>345,777.18</u>	<u>345,777.18</u>
Liabilities			
Accounts Payable	2000	0.00	0.00
Accts Payable Yr End	2001	0.00	0.00
xxAccts Payable to City	2020	0.00	0.00
Payable to City	2030	0.00	0.00
Total Liabilities		<u>0.00</u>	<u>0.00</u>
Fund Balance			
Fund Balance	3000	246,318.99	246,318.99
xxFund Balance	3001	0.00	0.00
Other		99,458.19	99,458.19
Total Fund Balance		<u>345,777.18</u>	<u>345,777.18</u>
Liability & Fund Balance		<u>345,777.18</u>	<u>345,777.18</u>

City of Rollingwood, Texas

Statement of Revenues and Expenditures - with codes

100 - General Fund

55 - Park Department

From 4/1/2020 Through 4/30/2020

		Current Period Actual	Y-T-D Actual	Total Budget - Revised	Budget Balance Remaining	Percent Total Budget
REVENUES						
	Revenues					
4355	Donations - Park	60.00	160.00	100.00	60.00	160.00%
4519	Commercial Park Permits	0.00	0.00	200.00	(200.00)	0.00%
4523	Donations-Community Educ Garde	0.00	0.00	100.00	(100.00)	0.00%
	Total Revenues	60.00	160.00	400.00	(240.00)	40.00%
	Other Revenues					
4750	Park Pavers	1,011.72	1,861.72	0.00	1,861.72	0.00%
	Total Other Revenues	1,011.72	1,861.72	0.00	1,861.72	0.00%
	Total REVENUES	1,071.72	2,021.72	400.00	1,621.72	505.43%
EXPENDITURES						
	Personnel Expenses					
5000	Salary	3,780.14	17,443.11	26,923.00	9,479.89	64.78%
5020	Health Insurance	268.66	1,764.73	2,722.00	957.27	64.83%
5030	Workers Comp. Insurance	0.00	481.86	500.00	18.14	96.37%
5035	Social Security/Medicare Tax	289.19	1,425.00	2,060.00	635.00	69.17%
5040	Unemployment Comp. Insurance	146.75	154.08	53.00	(101.08)	290.71%
5050	Tx Mun Retire Systm Exp	1,368.99	6,585.68	3,274.00	(3,311.68)	201.15%
	Total Personnel Expenses	5,853.73	27,854.46	35,532.00	7,677.54	78.39%
	Supplies & Operations Expenses					
5103	Printing & Reproduction	0.00	58.58	500.00	441.42	11.71%
5130	Utilities	21.45	133.44	500.00	366.56	26.68%
5158	Office Supplies	0.00	17.29	100.00	82.71	17.29%
5164	Equipment Maint & Repairs	34.94	219.45	1,000.00	780.55	21.94%
5190	Materials	0.00	935.98	3,000.00	2,064.02	31.19%
5191	Maintenance	2,010.30	6,105.74	2,500.00	(3,605.74)	244.22%
5198	Fieldhouse Supplies & Maintena	134.20	487.27	1,000.00	512.73	48.72%
	Total Supplies & Operations Expenses	2,200.89	7,957.75	8,600.00	642.25	92.53%
	Miscellaneous/Other Expenses					
5300	Computer Software & Support	23.33	222.81	500.00	277.19	44.56%
	Total Miscellaneous/Other Expenses	23.33	222.81	500.00	277.19	44.56%
	Capital Outlays					

City of Rollingwood, Texas

Statement of Revenues and Expenditures - with codes

100 - General Fund

55 - Park Department

From 4/1/2020 Through 4/30/2020

		<u>Current Period Actual</u>	<u>Y-T-D Actual</u>	<u>Total Budget - Revised</u>	<u>Budget Balance Remaining</u>	<u>Percent Total Budget</u>
5427	Landscaping & Lighting	4,235.27	28,986.89	50,000.00	21,013.11	57.97%
5512	Playground Mulching & Maintena	0.00	11,840.00	5,000.00	(6,840.00)	236.80%
	Total Capital Outlays	<u>4,235.27</u>	<u>40,826.89</u>	<u>55,000.00</u>	<u>14,173.11</u>	<u>74.23%</u>
	Total EXPENDITURES	<u>12,313.22</u>	<u>76,861.91</u>	<u>99,632.00</u>	<u>22,770.09</u>	<u>77.15%</u>
	Excess Revenues Over (Under) Expenses	<u>(11,241.50)</u>	<u>(74,840.19)</u>	<u>(99,232.00)</u>	<u>24,391.81</u>	<u>75.41%</u>