

MEMO

June 4th, 2023

Re: Request leases expenditures receipts from WHLL and WHGS

The City of Rollingwood entered into a lease with Western Hills Little League (WHLL) and Western Hills Girl's Softball Program and Little League Corporation and Softball Corporation, collectively referred to as "youth sports lessees".

That lease attached as Exhibit "A" is dated 9/1/20 provides among other things that:

- 3.1 The lease term is 10 years, plus renewal as set forth below;
- 3.2 The lease can renewed by lease for another 5 years, for a total of 15 years;
- 4.1 The lessee shall follow all rules, regulations and ordinances that the City may impose;
- 5.2 Fee is \$33,000.00, first payment is due at signing and then annually, increasing 2% per year;
- 8.1 Lessee shall expend \$30,000.00 to maintain/improve the current structures on the leased premises within 12 months of the effective date of the agreement, and shall submit detailed plans and get written pre-approval from council for any expenditure exceeding \$1,000;
- 9.1 The lessee shall, at their sole cost and expense, keep and maintain the dirt, fencing, bleaches, backstop, batting cages and bases.
- 13.1 The City may send notice of non-compliance and the lessee shall have 30 days to cure before any termination.

Attached as Exhibit "D" is the WHLL and WHGS Capital Improvement Plan dated 9-30-21 , which proposes a plan to spend \$32,761.09.

On October 6, 2020 the Park Commission voted to recommend the WLLL-WHGS capital improvement plan, the minutes are attached as Exhibit "B".

On October 21, 2020 City Council approved that capital improvement plan as item 22 on its agenda, according to the minutes attached as Exhibit "C".

There has not been any further accounting from WHLL or WHGS for the proposed expenditures. No invoices, receipts or cancelled checks have been submitted to the City.

Phil McDuffee and I, Kevin Glasheen as liaisons to the Park Commission, and working with the City Administrator, have asked for WHLL and receipts – as set forth in the attached emails beginning March 18th, 2022, attached as Exhibit "E". We were repeatedly reassured that we would be furnished receipts, and they have not been produced.

ROLLINGWOOD MUNICIPAL PARK ATHLETIC FIELDS OPERATION,
MAINTENANCE AND GROUND LEASE AGREEMENT

THIS OPERATION, MAINTENANCE AND GROUND LEASE AGREEMENT ("Agreement"), effective 9/1/20 (the "Effective Date") is made and entered into by and between THE CITY OF ROLLINGWOOD, TEXAS, a general law city located in Travis County, Texas (the "City"), WESTERN HILLS LITTLE LEAGUE, INC. (the "Little League Corporation") and the WESTERN HILLS GIRLS SOFTBALL PROGRAM, INC. (the "Softball Corporation") (Little League Corporation and Softball Corporation collectively referred to as "Lessees").

ARTICLE 1
RECITALS

1.1 The City is the owner of an 8.934 acre municipal park, locally known as "Hatley Park" (the "Park"), which is located within the incorporated city limits of the City, and which is available for the recreational benefit and use of residents and property owners in the City and the general public. There are, at the present time, athletic fields located within the boundaries of the Park (the "Athletic Fields").

1.2 The Little League Corporation and the Softball Corporation operate respective youth sports league which benefit the citizens of Rollingwood.

1.3 The City and Lessees desire to enter an agreement pursuant to which the Lessees may utilize the Athletic Fields during specified periods of time and shall maintain certain portions of the Athletic fields.

ARTICLE 2
DEMISE OF LEASE PREMISES

The City, for and in consideration of the covenants and obligations described in this Agreement which are to be kept, performed and observed by the Lessees, does hereby lease and demise to the Lessees, and the Lessees do hereby rent and accept from the City, the Athletic Fields, as more particularly described on Exhibit "A", attached hereto and incorporated herein by reference, together with all improvements now located or hereafter constructed on the Athletic Fields (collectively, the "Leased Premises") for the time period and uses as provided for in Section 4.1 of this Agreement.

ARTICLE 3
TERM

3.1 Primary Term. This Agreement shall be for a period of ten (10) years (the

“Primary Term”), commencing on the Effective Date and ending 8/31, 2030; subject to earlier termination upon the conditions set forth in this Agreement.

3.2 Renewal Option. Lessees shall have the option to renew this Agreement (“Renewal Option”) for an additional five (5) year term (“Renewal Term”). Lessees shall provide written notice to City of its intention to exercise the Renewal Option at least 120 days prior the termination of the Primary Term.

ARTICLE 4 USE OF PREMISES

4.1 Permitted Uses. The Lessees shall have the first right of use of the Leased Premises for organized youth athletics and activities to support youth athletics for the dates and times provided for in the attached Exhibit B. The Lessees shall comply with all rules and regulations imposed by any governmental entity related to their use of the Athletic Fields, including any rules, regulations or ordinances established from time to time by the City. The City is authorized to use or otherwise allow the use of the Leased Premises at any time not identified in the Exhibit B.

4.2 Waste, Nuisance or Illegal Uses. The Lessees shall not use, or permit the use, of the Leased Premises in any manner inconsistent with this Agreement, which results in waste of the Leased Premises, or which constitutes a nuisance, or any unlawful use or purpose.

ARTICLE 5 CONSIDERATION; OBLIGATIONS OF LESSEES

5.1 Joint and Several Liability. Lessees shall be jointly and severally liable to the City for all consideration and obligations of Lessees under this Agreement.

5.2 Consideration. As consideration for the right of use the Leased Premises Lessees shall make those improvements as provided for in Section 8.1 of this agreement and pay to the City the amount of thirty-three thousand dollars and zero cents (\$33,000.00) annually as a non-refundable fee. Said fee to be paid upon the Effective Date of this Agreement and annually upon the anniversary date of the Effective Date. The annual consideration shall increase by two percent (2%) each year the Agreement is in effect.

5.3 Parking. The Lessees shall have first right of use of the parking abutting the leased premises during games or practices during the times set forth on Exhibit B subject to a set aside of five (5) parking spaces for City use, the location of said spaces to be at the sole discretion of the City.

5.4 Insurance. Little League Corporation and Softball Corporation, individually, shall acquire the minimum insurance coverages as mandated by the City of Rollingwood, which shall include: (1) general liability insurance with limits of coverage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, to include coverage for sexual abuse with the same minimum limits of coverage; (2) sports excess accident insurance with a limit of coverage of not less than \$100,000 per incident; (3) directors' and officers' insurance coverage with a limit of not less than \$1,000,000 per occurrence; and (4) crime coverage with a limit of not less than \$35,000 per occurrence. These coverages will cover the Leased Premises and use thereof, and the City shall be included as an additional insured in each such policy of insurance.

5.5 Litter Control. Lessees shall be responsible for removal of trash daily from dugouts, in and around concession stands, playing fields the facilities/buildings, parking areas, and common areas for trash, debris, and litter associated with their use. The City may require reimbursement for costs associated with Lessees failure to comply with this Section.

5.6 Lessee shall perform background checks for all prospective coaches and others to be authorized by Lessee to supervise any youth activities conducted by Lessee on the Leased Premises. The attached Exhibit C provides for the minimum investigations to be undertaken by Lessee in performing such background checks.

ARTICLE 6 TAXES

It is acknowledged that, at the time this Agreement is executed, it is contemplated that the Leased Premises, as municipal property, shall be exempt from all real property taxes and assessments. The parties agree to cooperate as necessary to maintain the tax-exempt status of the Leased Premises. However, in the event that, as a result of the Lessees' use of the Leased Premises, the Leased Premises become subject to any real property taxes and assessments, the Lessees covenants and agrees to pay all such taxes and assessments to the appropriate assessing authority as and when due. If the Lessees fails to pay any taxes and assessments as required, the Lessees shall be in material default under this Agreement. The Lessees shall pay all taxes and assessments which may be imposed on any personal property of the Lessees which may be located on the Leased Premises.

ARTICLE 7 UTILITIES

The City shall pay all utility charges for water, electricity and other utility services for the Leased Premises.

ARTICLE 8

ATHLETIC FIELD IMPROVEMENTS

8.1 Athletic Field Improvements.

a. Lessees agrees to expend a minimum of thirty thousand dollars (\$30,000.00) to maintain and/or improve the current structures on the Leased Premises within twelve (12) months of the effective date of this Agreement. A schedule of the improvements, their costs and a timeline for their completion shall be provided to the City within 30 days of the Effective Date of this Agreement. Major changes or modifications which Lessees desire to make to the Leased Premises must be approved, in advance, by the City Council of the City and must comply with the City of Rollingwood Code of Ordinances. For purposes of this subsection, the term "major" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) require a building permit, or (ii) exceed a total project cost or value of \$1,000.00. The Lessees shall submit plans to the City detailing the proposed changes, shall provide a statement of the purpose for any such changes or modifications and obtain the written approval of the City Council prior to making such changes and/or modifications, which approval shall not be unreasonably withheld, conditioned or delayed.

b. All minor changes and/or modifications which the Lessees desire to make to the Leased Premises must be approved in advance by the City Administrator, such approval not to be unreasonably withheld. For purposes of this subsection, the term "minor" shall refer to any and all additions to, or repair or replacement of, any existing structure and/or landscaping or other such modifications which (i) do not require a building permit or (ii) do not exceed a total project cost or value of \$1,000.00. It shall not be necessary for the Lessees to submit detailed plans regarding such changes unless such plans are requested in writing by the City Administrator.

c. The Lessees shall obtain all required written approvals prior to initiating any changes and/or modifications.

8.2 City's Ownership of Improvements. It is expressly understood and agreed that all improvements, now on or hereafter placed by the Lessees on the Leased Premises and any and all fixtures of whatsoever nature at any time constructed, placed or maintained on any part of the Leased Premises by the Lessees shall become the property of the City and shall remain upon the Leased Premises at the termination of this Agreement.

ARTICLE 9 REPAIRS, RESTORATION AND MAINTENANCE

9.1 Lessees' Duty to Maintain and to Repair

a. The Lessees accept the Leased Premises "as is". The Lessees shall, at their

sole cost and expense, keep and maintain the dirt, fencing, bleachers, backstops, batting cages and bases. At the termination of this Agreement, the Lessees shall deliver the Leased Premises, together with any improvements, to the City in a clean and sanitary condition, and in a good state of repair. It is acknowledged and agreed that all improvements to the Leased Premises undertaken by or on behalf of the Lessees are for the benefit of the Lessees and the Lessees does not act as agent of the City in connection with such work. Any claim of lien may attach only to the interest of the Lessees in the Leased Premises and not to the free title of the City.

b. All major repairs which the Lessees to the structure of the Leased Premises must be approved in writing, in advance, by the City Council of the City. For purposes of this subsection, the term "major" shall refer to all repairs which exceed a total project cost or value of one thousand dollars and zero cents (\$1,000.00). The Lessees shall submit plans detailing the proposed repairs to the City prior to making such repairs.

c. All minor repairs which the Lessees make to the Leased Premises must be approved in writing, in advance, by the City Administrator. For purposes of this subsection, the term "minor" shall refer to all repairs which do not exceed a total project cost or value of one thousand dollars and zero cents (\$1,000.00). It shall not be necessary to submit detailed plans regarding such repairs unless such plans are requested by the City Administrator.

d. Lessees shall coordinate all repairs with the City Administrator.

9.2 City's Duty to Maintain and to Repair

a. The City shall be responsible for the mowing, irrigation, maintenance and repairs to the field house.

9.3 City's Option to Repair. If the Lessees do not make any repairs required hereunder, or necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the Board of Fire Underwriters or of any similar body, or that the City may deem necessary to prevent waste or deterioration of the Leased Premises, or necessary to make the Leased Premise safe or secure, the City may deliver written notice to the Lessees setting forth the repairs which the City requires. If the Lessees does not make such repairs within ten (10) days of the delivery of such notice, unless the time for effecting such repairs is extended in writing by the City Administrator, the City or its representatives may go upon the Leased Premises and make any necessary repairs to the Leased Premises and perform and work therein which may be necessary. Further, the City or its representatives shall have the right to go on the Leased Premises and effect any repair which may be necessary in the event of an emergency or to correct a dangerous condition existing on the Leased Premises without notice to the Lessees. If the City makes repairs under this paragraph, the Lessees shall reimburse the City for the cost of making such repairs upon demand. Nothing herein contained shall imply any

duty on the part of the City to do any work which, under any provision of this Agreement, the Lessees may be required to do and shall not constitute a waiver of the Lessees' default in failing to do such work. No exercise by the City of any rights reserved in this paragraph shall entitle the Lessees to any damage for any injury or inconvenience occasioned as a result of such work.

9.3 Mechanic's Liens

a. The Lessees shall not permit any mechanics' liens or other liens to be filed against the Leased Premises nor against the Lessees' leasehold interest in the land or any improvements on the Leased Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to the Lessees or to anyone holding the Leased Premises or any part thereof through or under the Lessees.

b. If any such mechanics' liens or materialmen's liens are recorded against the Leased Premises or any improvements thereon, the Lessees shall cause the same to be removed or, in the alternative, if the Lessees in good faith desires to contest the lien in question, the Lessees may do so, but in such case the Lessees shall be required to post adequate security acceptable to the City and shall indemnify and save the City harmless from all liability for damages occasioned by such lien and shall, in the event of a judgment of foreclosure on said mechanics lien, cause the same to be discharged and removed prior to the execution of such judgment.

ARTICLE 10 CONDEMNATION

If the Leased Premises or any part thereof shall be taken for public or quasi-public purposes by condemnation as a result of any such action or proceeding in eminent domain, or shall be transferred in lieu of condemnation to any authority entitled to exercise the power of eminent domain, this Agreement shall immediately terminate and any award or consideration for such transfer shall be and remain the sole property of the City.

ARTICLE 11 CASUALTY DESTRUCTION/INDEMNIFICATION

11.1 Destruction. If the Leased Premises are damaged by fire or other insured casualty loss which is not caused by the negligence, misuse or fault of the Lessees or the Lessees' agents, guests or invitees, the Lessees shall give immediate notice to the City and the City shall cause the damage to be repaired with reasonable promptness; however, the time period for repair shall not begin until insurance proceeds are received by the City. If the casualty loss renders the Leased Premises totally unusable by the Lessees, will require the expenditure of funds of the City other than insurance proceeds, or will require greater than (2)

two months to repair, either the City or the Lessees may terminate this Agreement by giving written notice to the other party at any time prior to completion of repairs, or the parties may elect to continue this Agreement in effect.

11.2 INDEMNIFICATION OF THE CITY. THE CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE LEASED PREMISES, OR ANY PART THEREOF, OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON, OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN, OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF THE LESSEES, OR ANY OF ITS AGENTS, EMPLOYEES, VOLUNTEERS, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF THE LESSEES TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND THE LESSEES HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST THE CITY FOR ANY SUCH LOSS, DAMAGES OR INJURY OF THE LESSEES AND HEREBY AGREES TO INDEMNIFY AND HOLD THE CITY ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE OR INJURY OF OTHER PERSONS AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM.

ARTICLE 12
ASSIGNMENT AND SUBLEASE

12.1 Assignment. The Lessees may not assign this Agreement or enter into a sublease of this Agreement for non-softball or baseball related activities without the prior, written approval of the City Administrator, which may be withheld. The Lessees may assign this Agreement or enter into a sublease of this Agreement for softball or baseball related activities with the prior, written approval of the City Administrator, which approval may not be unreasonably withheld. Any transfer, assignment or sale of this Agreement by the Lessees without the City's prior, written consent shall be void and of no force or effect.

ARTICLE 13
DEFAULT AND REMEDIES

13.1 Termination on Default.

a. If either party alleges that the other party has failed to abide by the terms of this Lease Agreement, the City or Lessees shall notify the other party in writing which outlines the

specific complaints. The party shall have thirty (30) days to correct the complaints. If the complaints continue, the City staff will present a recommendation to City Council to terminate this Lease Agreement. City Council shall have the authority to make the final decision on termination.

If the City exercises its remedy to terminate this Agreement, the City may then or at any time thereafter re-enter the Leased Premises and take complete and peaceful possession of the Leased Premises with or without process of law, and may remove all persons therefrom and, in such event, the Lessees covenants to peaceably and quietly yield and surrender the Leased Premises to the City. In the event of such a termination, neither party shall be under any further obligation to the other, except that the Lessees shall remain liable for the breach of any term, covenant or condition of this Agreement occurring prior to the date of termination.

b. Each and all of the remedies given to the City in this Agreement or by law are cumulative, and the exercise of one right or remedy by the City shall not impair the City's right to exercise any other right or remedy, and the Lessees hereby waives all claims or demands for damages that may be caused by the City in re-entering and taking possession of the Leased Premises as provided in this Agreement, and all claims or demands for damages that may result from the destruction of or injury to said Leased Premises and all claims or demands for damages or loss of property belonging to the Lessees, or to any other person, firm or Lessees in or upon the Leased Premises at the time of such re-entry.

ARTICLE 14

GENERAL PROTECTIVE PROVISIONS

14.1 Right of Entry and Inspection. The Lessees shall permit the City or City's agents, representatives or employees to enter on the Leased Premises for the purpose of inspection or of maintaining, repairing, improving or altering the Leased Premises.

14.2 No Partnership. The relationship between the City and the Lessees always shall remain solely that of landlord and tenant and shall not be deemed a partnership or joint venture.

14.3 No Waiver. No waiver by the City of any default or breach of any covenant, condition or stipulation contained in this Agreement shall be treated as a waiver of any subsequent default or breach of the same or any other covenant, condition or stipulation hereof.

14.4 Bankruptcy. Notwithstanding any provision herein to the contrary, if this Agreement is assigned to any person or entity pursuant to the provision of the Bankruptcy Code, 11 U.S.C. 101, et. seq. (the "Bankruptcy Code"), (a) any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to the City, shall be and remain the exclusive property of the City and shall not constitute property of the Lessees or of the estate of the Lessees within the meaning of the

Bankruptcy Code; and (b) such person or entity shall be deemed without further act or deed to have assumed all of the obligations arising under this Agreement on and after the date of such assignment.

14.5 Use Clause. The Lessees agrees not to use the Leased Premises or any building situated upon the Leased Premises, or any part thereof, for any use or purpose in violation of any valid and applicable law, regulation or ordinance of the United States, the State of Texas, the County of Travis, the City or any other lawful authority having jurisdiction over the Leased Premises.

14.1 Joint and Several Liability. All parties signing this Lease as a Lessee shall be jointly and severally liable for all obligations of Lessees.

ARTICLE 15 MISCELLANEOUS

15.1 Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

15.2 Notices. All notices, demands or requests from one party to another party may be personally delivered or sent by certified mail, postage prepaid, to the addresses stated in this section and shall be deemed to have been given at the time of personal delivery or three (3) days after mailing.

To the City: City of Rollingwood 403 Nixon Drive
Austin, Texas 78746 Attn: Mayor

With copy to: Charles E. Zech
2500 W. William Cannon, Unit 609
Austin, Texas 78748

To the Little League Corporation: Western Hills Little League, Inc.
PO Box 163132
Austin, Texas 78716

With copy to: Chad Smith
515 Congress, Suite 2100
Austin, Texas 78701

To the Softball Corporation: Western Hills Girls Softball Program, Inc.
5410 Bee Caves Road

West Lake Hills, Texas, 78746
Attention: Steve Franke

Either party shall have the right to change its address(es) for notice under this Agreement by delivery of written notice in accordance with Section 15.2

15.3 Texas Law to Apply. This Agreement shall be constructed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Travis County, Texas.

15.4 Legal Construction. In case 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 by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15.5 Prior Agreements Superseded. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

15.6 Amendment. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

15.7 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

15.8 Attorney's Fees. If the City or the Lessees breach any of the terms of this Agreement whereby one party employs attorneys to protect or enforce its rights hereunder and prevails, then the prevailing party shall be reimbursed by the other party for all reasonable attorney's fees incurred in the process.

15.9 Time of Essence. Time is of the essence in the performing of all obligations under this lease.

15.10 Headings. The headings in each of the paragraphs of this Agreement are for convenience only and are not to be construed as part of the sections of this Agreement for any reason whatsoever.

15.11 Severability. Invalidation of any or more of the covenants, restrictions, conditions or provisions contained in this Agreement, or any part hereof, shall in no matter affect any of the other covenants, restrictions, conditions or provisions hereof, which shall remain in

full force and effect.

15.12 Restrictive Covenants Controlling. Nothing contained in this Agreement shall be deemed or construed to modify, revise, amend or in any way alter the restrictive covenants contained in that one certain Warranty Deed, dated May 28, 1993, from The Optimist Club of Western Hills, Austin, Texas a/k/a Optimist Club of Western Hill, Inc., a Texas Lessees, Grantor, to the City of Rollingwood, Texas, a municipal Lessees situated in Travis County, Texas, Grantee, recorded in Volume 11946, Page 1984, Real Property Records of Travis County, Texas, as the same may hereafter be amended from time to time. In the event of any conflict between the provisions of this Agreement and the terms of such restrictive covenants, the provisions of the restrictive covenants shall control and the conflicting provision of this Agreement shall be deemed invalid and shall be severed from this Agreement in accordance with Section 15.11 hereof.

[SIGNATURE PAGE FOLLOWS]

EXECUTED, on this the 18 day of August, 2020.

City:

Lessee: **Western Hills Little League, Inc.:**

By: Michael R. Dyson
Michael R. Dyson (Aug 18, 2020 14:49 PDT)

Name: Michael R. Dyson

Title: Mayor

By: 

Name: Chad Smith

Title: Board Member

Lessee: **Western Hills Girls Softball Program, Inc.:**

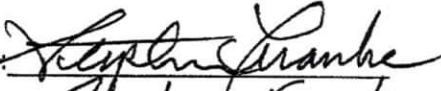
By: 
Name: Stephen Franke
Title: Board President

Exhibit A



Exhibit B

Dates and Times of Permitted Use by Lessee (Main Seasons):

From February 1 - June 30 and August 1 - November 30

Monday-Friday 4:00 p.m. to 9:00 p.m.

Saturday 7:00 a.m. to 7:00 p.m.

Sunday 8:00 a.m. to 7:00 p.m.

Dates and Times of Permitted Use by Lessee (For All Star Seasons/As needed):

From July 1-July 31

Monday-Friday 4:00 p.m. to 9:00 p.m.

Saturday 9:00 a.m. to 7:00 p.m.

Sunday 4:00 p.m. to 9:00 p.m.

Dates and Times outside of those listed are subject to approval by the City Administrator on a case by case basis.

Exhibit C

Background Check Policy

1. As a condition of service to the league, all coaches, Board of Directors members and any other persons, who provide regular service to the league and/or have repetitive access to, or contact with players or teams, must complete an annual background check.
2. A nationwide check that includes applicable sex offender registry and criminal data is required.
3. Any conviction, guilty plea, no contest plea, or admission of a crime against, or involving a minor may not work, or volunteer, in the Western Hills Little League (WHLL) or Western Hills Girls Softball (WHGS) Programs in any capacity.
4. This list of offenses is not intended to be all-inclusive and in no way sets limits on the offenses that are deemed grounds for disqualifying an individual from affiliation with the WHLL or WHGS Programs. Decisions on all other crimes or offenses not otherwise described above will be made at the sole discretion of the Background Screening Committee.



CITY OF ROLLINGWOOD PARK COMMISSION MEETING MINUTES

Tuesday, October 06, 2020

On October 6, 2020 at 9:30 a.m., the Park Commission of the City of Rollingwood, Texas held a regular 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/124334816>

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 the Meeting ID: 124334816

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. A video recording of the meeting was made and posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request. The following items were discussed:

CALL PARK COMMISSION MEETING TO ORDER

1. Roll Call

Chair Phil McDuffee called the meeting to order at 9:30 a.m.

Present Members: Chair Phil McDuffee, Colleen Preheim, Niccole Maurici, David Raymond, Laurie Mills, Mary Elizabeth Cofer and Don Hudson.

Also Present: City Administrator Amber Lewis, Assistant City Administrator Ashley Wayman, Public Works Director David Brasich and Public Works Operator Vicky Ballard.

PUBLIC COMMENTS

There were no public comments.

CONSENT AGENDA

All Consent Agenda items listed are considered to be routine by the Park Commission 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.

" B "

2. Discussion and possible action on the minutes from the September 1, 2020 Park Commission meeting.

Phil McDuffee discussed changes to be made to the minutes.

Assistant City Administrator Ashley Wayman stated that she would make the changes and bring the minutes back at the next meeting. She also stated that if anyone sees an error in the minutes ahead of the meeting that she would be happy to make corrections before the time of the meeting so that correct minutes could be approved.

REGULAR AGENDA

3. Discussion and possible action on a Commercial Use Permit Application by Life-Kido Martial Arts

Jonathan Hewitt with Life Ki-Do Martial Arts discussed his business and why he has applied for a commercial use permit.

The commission discussed the request.

Mary Elizabeth Cofer motioned to approve the Commercial Use Permit Application by Life-Kido Martial Arts. David Raymond seconded the motion.

The motion passed 7-0.

4. Update on the Lease Agreement with WHLL and WHGS.

Steve Franke, with Western Hills Little League, gave an update regarding the season, schedule, and COVID-19 precautions being taken.

5. Discussion and possible action to make a recommendation to the City Council regarding the WHLL-WHGS Capital Improvement Contribution Plan for 2020-2021.

Steve Franke discussed the Capital Improvement Contribution Plan for 2020-2021.

Chair Phil McDuffee called up item 13 and the commission returned to this item at the end of item 13.

Laurie Mills motioned to recommend approval of the WHLL-WHGS Capital Improvement Contribution Plan for 2020-2021. Mary Elizabeth Cofer seconded the motion.

The motion passed 7-0.

6. Discussion on a presentation by Lee Deviney regarding the Eagle Scout Project Process.

Chair Phil McDuffee stated that Lee Deviney could not be here today to present but Bruno Zucca is here to discuss this item.

Bruno Zucca gave an overview of the Eagle Scout project process.

approval
of
plan

7. Discussion and possible action on an Eagle Scout/volunteer project approval process.

Niccole Maurici discussed this proposed approval process for volunteer projects, including for Eagle Scout projects, and the attached document.

The commission discussed the process, including creating and revising the pre-approved project list, as well as selecting liaisons to be the voice of the Park Commission communicating with potential volunteers.

Colleen discussed adding a regular revision of the pre-approved project list to the Park Commission agenda.

City Administrator Amber Lewis discussed the process to get this document to the City Council for their approval.

Don Hudson volunteered to be a liaison between Eagle Scouts/Individual volunteers and the city.

Niccole Maurici motioned to approve the project process and submit it to the City Council for their approval. David Raymond seconded the motion. The motion passed 7-0.

Laurie Mills left the meeting at the conclusion of this item.

8. Discussion and possible action regarding It's My Park Day.

Niccole Maurici and the commission discussed It's My Park Day and the list of potential plant requests.

City Administrator Amber Lewis explained that the Park Improvement Project was submitted by the Park Commission as an exceptional item to the City Council and that the RCDC has preliminarily approved funding the project.

The commission discussed the Park Improvement Project.

9. Discussion and possible action on the park walk-through recap and posting information to the website.

Niccole Maurici discussed this item and how to make the city, residents, and commission aware of items discovered at the park walk-through.

City Administrator Amber Lewis discussed the request from the public works department to have the walk-through on a quarterly basis as well as the work order process.

Niccole Maurici and Colleen Preheim volunteered to work with the city to come up with a process to track park work-orders.

10. Discussion and possible action to add the monthly park walk-through schedule with the scheduled participants to the Rollingwood Park Commission webpage.

Chair Phil McDuffee discussed this item and that the walk-through would still be monthly but that issues would be reported to the city monthly.

Colleen Preheim motioned to add the monthly park walk-through schedule with the scheduled participants to the Rollingwood Park Commission webpage. Mary Elizabeth Cofer seconded the motion. The motion passed 6-0.

11. Discussion and possible action to establish an approved list of grass, plants, flowers and materials for the park, fields and water wise garden.

Phil McDuffee stated that this item had been covered under previous items.

12. Discussion regarding erosion in the upper park and potential solutions.

Mary Elizabeth Cofer discussed this item and the need for replacement of the railroad ties in the upper park to stop erosion.

The commission discussed this item and whether it could be an Eagle Scout project or a request for funding from the RCDC.

13. Discussion and possible action on a recommendation to the City Council regarding the use of funds raised by the Pet Paver Program to donate to WHLL/WHGS to repair/replace gates on the baseball fields.

Chair Phil McDuffee discussed how this item came about and the purpose of donating the funds.

Niccole Maurici motioned to make a recommendation to the City Council regarding the use of funds raised by the Pet Paver Program to donate to WHLL/WHGS to repair/replace gates on the baseball fields. Colleen Preheim seconded the motion.

The motion passed 7-0.

The commission returned to item 5 at the conclusion of this item.

14. Update on the status of the Park Improvement Project.

City Administrator Amber Lewis stated that this item had been covered during previous items.

15. Update regarding Commercial Use Permit issued for Pure Barre Austin.

Assistant City Administrator Ashley Wayman updated the commission on the use of the park in October by Pure Barre Austin.

DEPARTMENT REPORTS

All reports are posted to inform the public. No discussion or action will take place on items not on the regular or consent agenda.

16. Park Financials through August 31, 2020.

ADJOURNMENT OF MEETING

The meeting was adjourned at 11:50 a.m.

Minutes Adopted on the 3rd day of November, 2020.

Phil McDuffee

Phil McDuffee (Nov 16, 2020 09:34 CST)

Phil McDuffee, Chair

ATTEST:

Awayman

Ashley Wayman, City Secretary



CITY OF ROLLINGWOOD CITY COUNCIL MEETING MINUTES

Wednesday, October 21, 2020

On Wednesday, October 21, 2020 at 6:00 p.m., the City Council of the City of Rollingwood, Texas held a regular 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/164119652>

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 the Meeting ID: 164119652

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. A video recording of the meeting was made and posted to the City's website and available to the public in accordance with the Texas Public Information Act upon written request. The following items were discussed:

CALL REGULAR CITY COUNCIL MEETING TO ORDER

1. Roll Call

Mayor Michael Dyson called the meeting to order at 6:04 p.m.

Present Members: Mayor Michael Dyson, Mayor Pro Tem Gavin Massingill, Council Member Sara Hutson, Council Member Amy Pattillo, and Council Member Buck Shapiro.

Also Present: City Administrator Amber Lewis, City Attorney Charles Zech, Assistant City Administrator Ashley Wayman, Finance Director Abel Campos and Development Director Carrie Caylor.

PUBLIC COMMENTS

There were no public comments.

PRESENTATIONS

2. Presentations of proposals for engineering services from K. Friese and Associates, LNV, and WSB.

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Joe Cantalupo, Lauren Winek-Morin, and Vicki Ortega with K. Friese and Associates presented their proposal for Engineering Services.

Marcus Naiser and Jay Campbell with LNV Engineering presented their proposal for Engineering Services.

Jay Kennedy and Marc Drouin with WSB Engineering presented their proposal for Engineering Services.

3. Discussion on the Budget Review for the 4th Quarter

Finance Director Abel Campos presented the budget review for the 4th quarter.

4. Discussion on the Quarterly Investment Report for the 4th Quarter.

Finance Director Abel Campos presented the quarterly investment report for the 4th quarter.

PUBLIC HEARING

5. Public hearing, discussion and possible action on amendments to Subdivision 2. Residential Tree Canopy Management of the City's Code of Ordinances.

Mayor Michael Dyson opened the public hearing at 7:07 p.m.

The following individuals spoke during the public hearing:

- Council Member Sara Hutson asked how residents were noticed that the Council was considering changes to the Tree Canopy Ordinance.
- City Administrator Amber Lewis discussed noticing per the city's code.

Mayor Michael Dyson closed the public hearing at 7:09 p.m.

Council Member Amy Pattillo discussed the attachments for this item in the packet and the history of discussions regarding the Residential Tree Canopy Management Ordinance.

Amy Pattillo motioned to postpone action on the amendments to Subdivision 2. Residential Tree Canopy Management of the City's Code of Ordinances. Sara Hutson seconded the motion.

The City Council discussed the recommendations made by the Planning and Zoning Commission.

Mayor Michael Dyson called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0

CONSENT AGENDA

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

6. Discussion and possible action on the minutes from the September 16, 2020 Budget Workshop and City Council meeting.
7. Discussion and possible action on the minutes from the October 2, 2020 Special City Council meeting.
8. Discussion and possible action to accept the resignation of Grace Casstevens from the Board of Adjustment.
9. Discussion and possible action to accept Michael Dyson's resignation from the Rollingwood Community Development Corporation.

Gavin Massingill motioned to approve the consent agenda. Sara Hutson seconded the motion.

Mayor Michael Dyson called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

REGULAR AGENDA

10. Discussion and possible action on a variance request from Section 101-247 (b) Prohibited Days and Hours/Signage, of the city's Code of Ordinances for 2700 Bee Caves Road.

City Administrator Amber Lewis discussed this variance request.

Jason Teague, representing Austin Eye, discussed why they requested this variance.

The City Council discussed this request and noise concerns.

Gavin Massingill motioned to approve the variance request from Section 101-247 (b) Prohibited Days and Hours/Signage, of the city's Code of Ordinances for 2700 Bee Caves Road to allow inside construction activities between the hours of 7:00 a.m. and 12:00 a.m., 7 days a week. Amy Pattillo seconded the motion.

The Council further discussed that these activities must be quiet and not disturb the surrounding areas.

Mayor Michael Dyson called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

11. Discussion and possible action on a proposed project for the Tax Note Series 2020 and triggering a public engagement process for a Preliminary Engineering Report for drainage improvements at Nixon and Pleasant Drives which is, a) estimated to cost \$70,000, b) estimated to take 90 days, c) analyze public safety issues posed by flooding, and d) identify easement need.

Gavin Massingill discussed this item and the discussions and actions that have been taken to investigate this potential drainage improvement project. He also discussed the process to get a project on the list of potential projects.

Gavin Massingill motioned to approve a proposed project for Tax Note Series 2020, to set the public hearing for the November City Council meeting and to authorize the council liaison and the city administrator to work on a task order for the proposed project. Sara Hutson seconded the motion.

Council Member Amy Pattillo clarified that the process states that this step will add the project to a proposed project list.

Gavin Massingill amended his motion to reflect that this item project would be included on the project consideration list. Sara Hutson seconded the amendment.

Mayor Michael Dyson called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

12. Review, discussion and possible action on the impact of wastewater rate changes on citizens.

Sara Hutson asked call up items 13 and 14 to be discussed in conjunction with this item.

Sara Hutson motioned to postpone all decisions on items 12, 13 and 14 until further review of the commercial LUE analysis and assignment is completed because that information is factored into the rate assessment. Gavin Massingill seconded the motion.

Sara Hutson discussed the spreadsheet she put together regarding the impacts of the wastewater rate study.

The Council discussed LUE calculation.

City Administrator Amber Lewis discussed the history of calculating LUEs in Rollingwood as well as that the city does not have a formal process to calculate LUEs.

The Council discussed the rate study, the recommendation from the Utility Commission, and the potential option of instituting a stand-by fee.

Mayor Michael Dyson called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – No**
- **Council Member Amy Pattillo – No**
- **Council Member Buck Shapiro – No**

The motion failed 3-1.

Gavin Massingill motioned to postpone item 13 upon further review of the LUE classification system. Buck Shapiro seconded the motion.

The Council discussed the postponement of the stand-by fee.

Mayor Michael Dyson called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – No**
- **Council Member Buck Shapiro – Yes**

The motion passed 3-1.

Amy Pattillo motioned to approve ordinance 2020-10-21-14 setting the wastewater rates for the City of Rollingwood and amending the fee schedule accordingly without the stand-by fee. Gavin Massingill seconded the motion.

The Council discussed the ordinance presented today.

Mayor Michael Dyson called for a roll call vote.

- **Council Member Sara Hutson – No**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 3-1.

13. Discussion and possible action on a recommendation from the Utility Commission regarding a stand-by fee option of the wastewater rate study.

This item was considered during item 12.

14. Discussion and possible action on an ordinance setting the wastewater rates for the City of Rollingwood and to amend the fee schedule accordingly.

This item was considered during item 12.

15. Discussion and possible action to select a firm to provide City Engineering Services to the City of Rollingwood and authorize the Mayor to negotiate a Professional Services Agreement.

Sara Hutson motioned to select K. Friese and Associates to provide City Engineering Services to the City of Rollingwood and authorize the Mayor to negotiate a Professional Services Agreement. Amy Pattillo seconded the motion.

The Council and City Administrator Amber Lewis discussed the proposals and presenting firms.

Mayor Michael Dyson called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

The Council moved to item 28 at the conclusion of this item.

16. Discussion and possible action on a first read of a resolution authorizing a project to make certain improvements that will enhance recreational and community facilities, including athletic facilities, in various locations within Rollingwood Park, and to authorize expenditures in an amount not to exceed \$30,000, pursuant to Texas Local Gov't Code Section 505.152.

City Administrator Amber Lewis explained the City Council had requested funds from the RCDC for this project and that RCDC approved this project.

Amy Pattillo motioned to approve a first read of a resolution authorizing a project to make certain improvements that will enhance recreational and community facilities, including athletic facilities, in various locations within Rollingwood Park, and to authorize expenditures in an amount not to exceed \$30,000, pursuant to Texas Local Gov't Code Section 505.152. Buck Shapiro seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

17. Discussion and possible action on a first read of a resolution authorizing a project for development of a comprehensive plan, which will assist in promoting new and expanded business development and provide assistance as to how businesses create and retain jobs, and to authorize expenditures in an amount not to exceed \$30,000, pursuant to Texas Local Gov't Code Section 505.158.

City Administrator Amber Lewis explained this item and that the City Council had requested funds from RCDC for this project.

Buck Shapiro motioned to approve a first read of a resolution authorizing a project for development of a comprehensive plan, which will assist in promoting new and expanded business development and provide assistance as to how businesses create and retain jobs, and to authorize expenditures in an amount not to exceed \$30,000, pursuant to Texas Local Gov't Code Section 505.158. Amy Pattillo seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

18. Discussion and possible action on a first read of a resolution authorizing a project for legal services necessary for the evaluation of the targeted infrastructure included in the design of MoPac South and the potential impacts on the city's commercial corridor which affects the ability to promote new and expanded business development in the city, and to authorize expenditures in an amount not to exceed \$40,000, Pursuant to Texas Local Gov't Code Section 505.158.

City Administrator Amber Lewis stated that City Attorney Charles Zech confirmed that this was an eligible project.

Amy Pattillo motioned to approve a first read of a resolution authorizing a project for legal services necessary for the evaluation of the targeted infrastructure included in the design of MoPac South and the potential impacts on the city's commercial corridor which affects the ability to promote new and expanded business development in the city, and to authorize expenditures in an amount not to exceed \$40,000, Pursuant to Texas Local Gov't Code Section 505.158. Sara Hutson seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

19. Discussion and possible to approve quotes for installation and ongoing maintenance of an online message board for the city's website.

City Administrator Amber Lewis explained that the quotes for setting up the online message board exceeded what Council had previously approved for this project, therefore it has been brought back. She also discussed the details of the quote.

Amy Pattillo motioned to postpone item 19 subject to additional quotes. Buck Shapiro seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

20. Discussion and possible action on a recommendation from the Park Commission to donate the funds raised by the Pet Paver Program to WHLL/WHGS to repair/replace gates on the baseball fields.

City Administrator Amber Lewis explained that this item is a recommendation from the Park Commission.

Steve Franke with Western Hills Girls Softball discussed this request from the Park Commission.

Buck Shapiro motioned to donate the funds raised by the Pet Paver Program to WHLL/WHGS to repair/replace gates on the baseball fields. Sara Hutson seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

21. Discussion and possible action on an Eagle Scout/volunteer project approval process as recommended by the Park Commission.

City Administrator Amber Lewis discussed the need for a project approval process for Eagle Scout and other volunteer projects.

Buck Shapiro motioned to approve an Eagle Scout/volunteer project approval process as recommended by the Park Commission. Sara Hutson seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 3-0.

Mayor Pro Tem Gavin Massingill stated for the record that Council Member Amy Pattillo was not on the dais for the vote.

22. Discussion and possible action regarding the WHLL-WHGS Capital Improvement Contribution Plan for 2020-2021.

City Administrator Amber Lewis explained that approval of this plan was a requirement of the new lease.

Buck Shapiro discussed the damages that the University of Texas baseball players caused to the batting cages over the summer.

The Council discussed the damages and potential remedies.

Buck Shapiro motioned to approve the WHLL-WHGS Capital Improvement Contribution Plan for 2020-2021. Gavin Massingill seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

23. Discussion and possible action on the Arbor Day Foundation Tree City USA program, including possible assignment to P&Z for consideration along with the tree ordinance changes.

Sara Hutson stated that Christie Finnigan asked her to bring this before the Council and discussed this program.

The Council discussed this request and the impact that the program, or other similar programs, would have on the city.

Sara Hutson motioned to ask the Planning and Zoning Commission to look into the Arbor Day Foundation Tree City USA Program and other similar programs available locally to consider adding those to our Tree Canopy Ordinance and evaluation of the Tree Canopy in Rollingwood. Amy Pattillo seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

24. Discussion and possible action to allow the names of participants in city meetings conducted virtually to be viewable by all participants.

Approval
of
plan

City Administrator Ashley Wayman explained this request and that the City is currently looking into whether this option would be available with IPVideoTalk.

The Council discussed looking into other platforms that may allow this feature, including Zoom and WebEx.

City Administrator Amber Lewis stated that staff would look into the other options available for platforms that have this feature.

Amy Pattillo motioned to allow names of participants in city meetings conducted virtually to be viewable by all participants. Sara Hutson seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

25. Discussion and possible action on an ordinance amending the city's investment policy and documenting annual review.

City Administrator Amber Lewis discussed this item.

City Attorney Charles Zech discussed his amendments to the Investment Policy.

Amy Pattillo motioned to approve an ordinance amending the city's investment policy and documenting annual review. Buck Shapiro seconded the motion.

Amy Pattillo amended the motion to change the date of review from September 16, 2020 to October 21, 2020. Buck Shapiro seconded the amendment.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

26. Discussion and possible action to direct the City Attorney to draft an Interlocal Agreement with Eanes Independent School District for the purchase of supplies and equipment necessary for return to school in the pandemic and to authorize the Mayor and/or City Administrator to execute the Interlocal Agreement.

Amy Pattillo discussed how this request came about and that Travis County has not finally approved this yet.

The Council discussed this request, how funds have been allocated by Travis County, and the requirements for the City to receive the funding that has been allocated.

Gavin Massingill motioned to direct the City Attorney to draft an Interlocal Agreement with Eanes Independent School District for the purchase of supplies and equipment necessary for return to school in the pandemic and to authorize the Mayor and/or City Administrator to execute the Interlocal Agreement. Buck Shapiro seconded the motion.

Gavin Massingill motioned to amend his motion to state that it would be up to and including \$9,000. Buck Shapiro seconded the amendment.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

27. Discussion and possible action to provide a donation to Eanes Independent School District for the purchase of supplies and equipment necessary for return to school in the pandemic.

Amy Pattillo explained that this item was put on the agenda as a placeholder to ensure that the school district got the support they needed.

28. Discussion and possible action to review applications and make appointments to the Park Commission, Utility Commission, RCDC, Planning and Zoning Commission and the Board of Adjustment.

Mayor Michael Dyson discussed the applicants. He stated that he believed Emily Doran and Bobby Hempfling would be well suited for the RCDC.

Mayor Michael Dyson appointed Brook Brown to position 1 of the Board of Adjustment.

Mayor Michael Dyson left the meeting at this time.

Sara Hutson motioned to ratify the Mayor's appointment of Brook Brown to the Board of Adjustment. Amy Pattillo seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

Gavin Massingill motioned to appoint Emily Doran to position 1 of the Rollingwood Community Development Corporation. Amy Pattillo seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

Amy Pattillo motioned to appoint Bobby Hempfling to position 7 of the RCDC. Buck Shapiro seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

Amy Pattillo motioned to appoint Sam Attal to position 7 of the Utility Commission. Buck Shapiro seconded the motion.

Mayor Pro Tem Gavin Massingill called for a roll call vote.

- **Council Member Sara Hutson – Yes**
- **Council Member Gavin Massingill – Yes**
- **Council Member Amy Pattillo – Yes**
- **Council Member Buck Shapiro – Yes**

The motion passed 4-0.

The Council returned to item 16 at the conclusion of this item.

29. Standing agenda item ----- update, discussion and possible action to pass a resolution, request a meeting with, to provide information or a statement of position of the City to, and/or to request information or analyses from relevant state and local officials in connection with the proposed South Mopac expansion.

There were no updates on this item.

30. Standing agenda item ----- update, discussion and possible action regarding the Bee Cave Improvement Project TXDOT has committed to co-sponsoring with the City of Rollingwood that will address the low water crossing flooding issues, expand to 5-lanes with shoulders and sidewalks throughout Rollingwood's portion of Bee Cave Road.

There were no updates on this item.

REPORTS


All reports are posted to inform the public. No discussion or action will take place on items not on the regular or consent agenda.

31. City Administrator's Report
32. Municipal Court Report
33. Chief of Police Report
34. Contract invoices through September 2020 - AWR Services, Inc., Water and Wastewater Services, K. Friese & Associates - IIP & MS4, LNV, Inc., City Engineer, Professional Design Group, Inspections, ATS, Building Official
35. City Engineer- LNV, Inc., Report
36. City Stats for September 2020
37. City Financials for September 2020 - Fiscal Year 2019-2020
38. RCDC Financials for September 2020 - FY 2019-2020
39. Texas Central Appraisal District and Tax Assessor - Notices, Letters and Documents.
40. Texas Gas Service - Notices, Letters and Documents
41. AWR Services, INC., Report on Water and Wastewater for September 2020

ADJOURNMENT OF MEETING

The meeting was adjourned at 9:50 p.m.

Minutes Adopted on the 18th day of November, 2020.


Michael R. Dyson (Nov 19, 2020 11:07 CST)

Michael R. Dyson, Mayor

ATTEST:


Ashley Wayman, City Secretary

WHLL-WHGS Capital Improvement Contribution 2020-21
Rollingwood Park

WHLL Batting Cage:		
Full Redo	February 2020	2,646.59
New net	October 2020	1,000.00
Field 1 Backstop	February 2020	1,594.50
Field 2 Sunscreen	October 2020	2,000.00
Field 2 Backstop	January 2021	1,600.00
Hatley Field Fence Repairs:		
Gates	October 2020	1,920.00
Entire fence (as needed)	Either December 2020 or July 2021	22,000.00
		<hr/>
		<u>32,761.09</u>

"D"

Fwd: Receipts for capital expenditures

From: Kevin Glasheen kglasheen@rollingwoodtx.gov
To: Chad Smith austinchadsmith@gmail.com, Brandon Aghamalian atxbta@gmail.com
Cc: Ashley Wayman awayman@rollingwoodtx.gov, Phil McDuffee pmcduffee@rollingwoodtx.gov
Date: Sat, Mar 18, 2023, 16:24

As we discussed WHLL has a contractual requirement to make certain capital expenditures.

Those expenditures, if made, were not done in compliance with the lease terms. Those expenditures were supposed to be pre-approved by council - which was not done.

As we discussed I would be happy to ask council to ratify those expenditures - but I need some receipts, invoices, bills or cancelled checks to prove the expenditures.

Please furnish the receipts for the most recent work on field 1 so we can discuss whether that also qualifies as a capital expenditure. There is a reasonable argument that it is maintenance and not a capital expenditure - but we can certainly discuss that

Please help me help you maintain compliance with the lease.

Ashley - would you please circulate the accounting list of WHLL claimed capital expenditures we discussed?

Thanks

Kevin Glasheen
806-789-0734

Get [Outlook for iOS](#)

From: Brandon Aghamalian atxbta@gmail.com

"E"

To: Kevin Glasheen kglasheen@rollingwoodtx.gov, Chad Smith austinchadsmith@gmail.com, Brian Henault brianhenault@gmail.com, Joe Newberry joe@newberrylawtx.com

Cc: Ashley Wayman awayman@rollingwoodtx.gov, Phil McDuffee pmcduffee@rollingwoodtx.gov

Date: Sat, Mar 18, 2023, 16:29

Kevin

Thanks for the note.

I've copied the president, Joe Newberry, and our treasurer, Brian Henault.

All are volunteers and all coming back from family vacations.

We'll find the documents that I assume were sent to the HOA originally but will gather them and submit asap.

As for the expenditures on the grass, we haven't had a chance to huddle as a board and baseball season is hitting full tilt. We'll try to get a conversation going soon.

Thanks.

BTA

From: Kevin Glasheen kglasheen@rollingwoodtx.gov

To: Brandon Aghamalian atxbta@gmail.com, Chad Smith austinchadsmith@gmail.com, Brian Henault brianhenault@gmail.com, Joe Newberry joe@newberrylawtx.com

Cc: Ashley Wayman awayman@rollingwoodtx.gov, Phil McDuffee pmcduffee@rollingwoodtx.gov

Date: Sat, Mar 18, 2023, 17:00

Thanks!

Get [Outlook for iOS](#)

From: Ashley Wayman awayman@rollingwoodtx.gov

To: Kevin Glasheen kglasheen@rollingwoodtx.gov, Brandon Aghamalian atxbta@gmail.com, Chad Smith austinchadsmith@gmail.com, Brian Henault brianhenault@gmail.com, Joe Newberry joe@newberrylawtx.com

Cc: Phil McDuffee pmcduffee@rollingwoodtx.gov

Date: Sun, Mar 19, 2023, 09:00

 WHLL-WHGS Capital Improvements 2020-21.xlsx 9 KB

Good Morning, All,

Here is the list of expenditures submitted by WHLL and WHGS to the City on 9/30/2020.

Best,
Ashley

Ashley Wayman
City Administrator
City of Rollingwood
(512) 327-1838
www.rollingwoodtx.gov



From: austinchadsmith@gmail.com

To: Ashley Wayman awayman@rollingwoodtx.gov, Kevin Glasheen kglasheen@rollingwoodtx.gov, 'Brandon Aghamalian' atxbta@gmail.com, 'Brian Henault' brianhenault@gmail.com, 'Joe Newberry' joe@newberrylawtx.com

Cc: Phil McDuffee pmcduffee@rollingwoodtx.gov

Date: Mon, Mar 20, 2023, 06:20

Thanks Ashley. We did get the required approvals from both the Park Commission and City Council before performing the work in compliance with the Lease. I believe Phil was head of the Park Commission at the time. We can work on submitting receipts if anyone needs proof that the work which was approved was subsequently performed and paid for. Thanks.

Chad

From: Kevin Glasheen kglasheen@rollingwoodtx.gov

To: austinchadsmith@gmail.com , Ashley Wayman awayman@rollingwoodtx.gov, 'Brandon Aghamalian' atxbta@gmail.com, 'Brian Henault' brianhenault@gmail.com, 'Joe Newberry' joe@newberrylawtx.com

Cc: Phil McDuffee pmcduffee@rollingwoodtx.gov

Date: Mon, Mar 20, 2023, 09:31

Regardless of whether these expenditures were pre-approved we need the receipts and invoices to document the expenditures.

I don't think there is any record or recollection of pre-approval by council - we can look through the minutes of past council meetings. In any case - I'm not concerned as much about pre-approval as I am concerned with documentation. We can always ask to ratify the expenditures.

But even if an expense is properly pre-approved, we need invoices and receipts to document that the expenditures were made in the amounts listed. That is reasonable request, and it is our responsibility to have such documentation.

I wouldn't think it would be that hard for WHLL to produce cancelled checks and bills or Invoices - this is the ordinary course of business.

Thanks

Kevin Glasheen

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From: austinchadsmith@gmail.com

To: Kevin Glasheen kglasheen@rollingwoodtx.gov, Ashley Wayman awayman@rollingwoodtx.gov, 'Brandon Aghamalian' atxbta@gmail.com, 'Brian Henault' brianhenault@gmail.com, 'Joe Newberry' joe@newberrylawtx.com

Cc: Phil McDuffee pmcduffee@rollingwoodtx.gov

Date: Mon, Mar 20, 2023, 11:22

10-06-2020 Park Commission Minutes.pdf 281 KB

10-21-2020 City Council Minutes.pdf 617 KB

Kevin,

I've attached what I think are the correct minutes showing pre-approval by both groups,

and we can definitely supply invoices or receipts to document the monies spent. I'll have to get with WHGS and WHLL and will do so. Thanks.

Chad

From: Kevin Glasheen kglasheen@rollingwoodtx.gov
To: austinchadsmith@gmail.com , Ashley Wayman awayman@rollingwoodtx.gov, 'Brandon Aghamalian' atxbta@gmail.com, 'Brian Henault' brianhenault@gmail.com, 'Joe Newberry' joe@newberrylawtx.com
Cc: Phil McDuffee pmcduffee@rollingwoodtx.gov
Date: Mon, Mar 20, 2023, 11:22

Thank you!

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Cc: Phil McDuffee pmcduffee@rollingwoodtx.gov
Date: Fri, Jun 2, 2023, 13:39

We still need invoices and receipts for those expenditures.

I've asked Ashley to put this on the June council agenda. We need an accounting. I wish we could get it without having to have official city council action demanding an accounting.

If you can get me anything before our June 21st council meeting that would be helpful. I'm also willing to discuss this anytime you like - with whoever wants to talk about it.

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