



**City of Austin Purchasing Office
Note to File**

for

MA 7400 S050159

**East 6th Street Public Improvement District Service
and Assessment Plan**

The Economic Development Department requested an increase of \$184,088 in funding added to contract S050159 through an approved RCA 8/9/2018, Item 017, Agenda. The funding increase is based on the certified assessment roll for 2019.

Buyer: Lynnette Hicks

Date: 5/6/2019



**City of Austin Purchasing Office
Note to File**

for

MA 7400 S050159

**East 6th Street Public Improvement District Service
and Assessment Plan**

The Economic Development Department requested an increase of \$30,840 in funding added to contract S050159 through an approved RCA 8/10/2017, Item 71734, Agenda. The funding increase is based on the certified assessment roll for 2018. The total 2018 NTE amount is \$157,426.

Buyer: Lynnette Hicks

Date: 7/9/2018



**City of Austin Purchasing Office
Note to File**

for

MA 7400 S050159

**East 6th Street Public Improvement District Service
and Assessment Plan**

The Economic Development Department amended this contract for an increase in the funding through an approved RCA 8/10/2017, Item 71734, Agenda #2, in the amount of \$126,586.00. However, the funds were never added to the MA in our financial system. Funds have now been added.

Buyer: Lynnette Hicks

Date: 5/9/2018



Amendment No. 12
to
Contract No. S050159
For
Management of the East 6th Street Public Improvement District (PID)
between
Pecan Street Owners Association
dba Sixth Street Austin
and the
City of Austin

- 1.0 As authorized in RCA #8, dated February 12, 2015, the total contract amount is increased by \$25,026.00 for the annual term of January 3, 2016 to January 2, 2018 only. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1 : Option 1 01/03/06 – 01/02/07	\$76,731.00	\$153,462.00
Amendment No. 2 : Monetary Correction 01/03/06 – 01/02/07	-\$1,666.00	\$151,796.00
Amendment No. 3 : Option 2 01/03/07 – 01/02/08	\$82,588.00	\$234,384.00
Amendment No. 4 : Option 3 01/03/08 – 01/02/09	\$82,408.00	\$316,792.00
Amendment No. 5 : Option 4 01/03/09 – 01/02/10	\$83,687.00	\$400,479.00
Amendment No. 6: Option 5 Per RCA #32 to extend the term of the contract for an additional (5) years. 11/19/09	\$106,934.00	\$507,413.00
Amendment No. 7 : Option 6 01/03/11 – 01/02/12	\$100,350.00	\$607,763.00
Amendment No. 8 : Option 7 01/03/12 – 01/02/13	\$105,815.00	\$713,578.00
Amendment No. 9 : Option 8 01/03/13 – 01/02/14	\$110,040.00	\$823,618.00
Amendment No. 10 : Option 9 01/03/14 – 01/02/15	\$118,273.00	\$941,891.00
Amendment No. 11: Option 10 Per RCA #8 (02/12/15) to extend the term of the contract for an additional five year term 01/03/15 – 01/02/20	\$700,000.00	\$1,641,891.00
Amendment No. 12: Per RCA #11 (12/15/2016), the annual increase for this term <u>only</u> (01/03/17 – 01/02/18) will be an additional \$25,026.00. 01/03/16 – 01/02/17	\$25,026.00	\$1,666,917.00

2.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:




Printed Name:

Authorized Representative

Pecan Street Owners Association
dba Sixth Street Austin
9600 Great Hills Trail, Suite #100E
Austin, TX 78759
(512) 339-6962
lhollis@cmaaaustin.com

Signature and Date:



Linell Goodin-Brown
Contract Compliance Supervisor
City of Austin
Purchasing Office

1-12-17



City of Austin FSD Purchasing Office

Certificate of Exemption

DATE: 12/19/2016

DEPT: Economic Development Department (EDD)

TO: Purchasing Officer or Designee

FROM: Terry Franz

BUYER: Roger Stricklin

PHONE: (512) 974-7871

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

- ☐ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- ☐ a procurement necessary to preserve or protect the public health or safety of municipality's residents
- ☐ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- ☒ a procurement for personal, professional, or planning services
- ☐ a procurement for work that is performed and paid for by the day as the work progresses
- ☐ a purchase of land or right-of-way
- ☐ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- ☐ a purchase of rare books, papers, and other library materials for a public library
- ☐ paving, drainage, street widening and other public improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- ☐ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

- ☐ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212
- ☐ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391
- ☐ services performed by blind or severely disabled persons
- ☐ goods purchased by a municipality for subsequent retail sale by the municipality
- ☐ electricity
- ☐ advertising, other than legal notices
- ☐ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.
- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.
- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.
- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.
- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.
- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

This is a request to establish a short-term contract (60 days) for third party reviews of incentive agreements awarded by EDD in accordance with Resolution 20071206-049 and Ordinance 20090312-005. The City Council is committed to making the administration of City economic development agreements a transparent process, and requires that compliance reviews for economic development agreements be verified by an independent third party and the results of those independent reviews be made available for public inspection. This is accomplished by the independent third party performing agreed upon procedures in order to verify the City's findings.



Amendment No. 11
to
Contract No. S050159
For
Management of the East 6th Street Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced contract. Effective January 4, 2015, the term for the extension option will be January 4, 2015 to January 2, 2020. No options remain.
- 2.0 The total Contract amount is increased by \$700,000.00 for the five-year extension term. Funding provided annually in the amount of \$140,000.00. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1 : Option 1 01/03/06 – 01/02/07	\$76,731.00	\$153,462.00
Amendment No. 2 : Monetary Correction 01/03/06 – 01/02/07	-1,666.00	\$151,796.00
Amendment No. 3 : Option 2 01/03/07 – 01/02/08	\$82,588.00	\$234,384.00
Amendment No. 4 : Option 3 01/03/08 – 01/02/09	\$82,408.00	\$316,792.00
Amendment No. 5 : Option 4 01/03/09 – 01/02/10	\$83,687.00	\$400,479.00
Amendment No. 6: Option 5 Per RCA #32 to extend the term of the contract for an additional (5) years. 11/19/09	\$106,934.00	\$507,413.00
Amendment No. 7 : Option 6 01/03/11 – 01/02/12	\$100,350.00	\$607,763.00
Amendment No. 8 : Option 7 01/03/12 – 01/02/13	\$105,815.00	\$713,578.00
Amendment No. 9 : Option 8 01/03/13 – 01/02/14	\$110,040.00	\$823,618.00
Amendment No. 10 : Option 9 01/03/14 – 01/02/15	\$118,273.00	\$941,891.00
Amendment No. 11: Option 10 Per RCA #8 (02/12/15) to extend the term of the contract for an additional five year term of 01/04/15 – 01/03/20	\$700,000.00	\$1,641,891.00

3.0 MBE/WBE goals were not established for this contract.

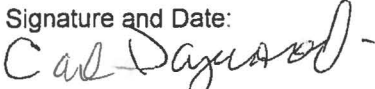
4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General

Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:


Carl DAYWOOD - Chair

Printed Name:
Authorized Representative

Signature and Date:


Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Pecan Street Owners Association
211 East 7th Street, Suite 818
Austin, TX 78701-3253
(512) 339-6962



Amendment No. 10
to
Contract No. S050159
For
Management of the E. 6th St. Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced contract. Effective January 3, 2014, the term for the extension option will be January 3, 2014 to January 2, 2015 and there is no remaining option.
- 2.0 The total Contract amount is increased by \$118,273.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1 : Option 1 01/03/06 – 01/02/07	\$76,731.00	\$153,462.00
Amendment No. 2 : Monetary Correction 01/03/06 – 01/02/07	-1,666.00	\$151,796.00
Amendment No. 3 : Option 2 01/03/07 – 01/02/08	\$82,588.00	\$234,384.00
Amendment No. 4 : Option 3 01/03/08 – 01/02/09	\$82,408.00	\$316,792.00
Amendment No. 5 : Option 4 01/03/09 – 01/02/10	\$83,687.00	\$400,479.00
Amendment No. 6: Option 5 Per RCA #32 to extend the term of the contract for and additional (5) years. 11/19/09	\$106,934.00	\$507,413.00
Amendment No. 7 : Option 6 01/03/11 – 01/02/12	\$100,350.00	\$607,763.00
Amendment No. 8 : Option 7 01/03/12 – 01/02/13	\$105,815.00	\$713,578.00
Amendment No. 9 : Option 8 01/03/13 – 01/02/14	\$110,040.00	\$823,618.00
Amendment No. 10 : Option 9 01/03/14 – 01/02/15	\$118,273.00	\$941,891.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: Dec. 27, 2013

Printed Name: SHANNON SEDWICK

Authorized Representative

Shannon Sedwick, Chair

Pecan Street Owners Association
211 E 7th St Ste 818
Austin, TX. 78701-3253

Signature and Date: Debbie DePaul 1/8/14

Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office



Amendment No. 9
to
Contract No. S050159
For
Management of the E. 6th St. Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced contract. Effective January 3, 2013, the term for the extension option will be January 3, 2013 to January 2, 2014 and there is one remaining option.
- 2.0 The total Contract amount is increased by \$110,040.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1 : Option 1 01/03/06 – 01/02/07	\$76,731.00	\$153,462.00
Amendment No. 2 : Monetary Correction 01/03/06 – 01/02/07	-1,666.00	\$151,796.00
Amendment No. 3 : Option 2 01/03/07 – 01/02/08	\$82,588.00	\$234,384.00
Amendment No. 4 : Option 3 01/03/08 – 01/02/09	\$82,408.00	\$316,792.00
Amendment No. 5 : Option 4 01/03/09 – 01/02/10	\$83,687.00	\$400,479.00
Amendment No. 6: Option 5 Per RCA #32 to extend the term of the contract for and additional (5) years. 11/19/09	\$106,934.00	\$507,413.00
Amendment No. 7 : Option 6 01/03/11 – 01/02/12	\$100,350.00	\$607,763.00
Amendment No. 8 : Option 7 01/03/12 – 01/02/13	\$105,815.00	\$713,578.00
Amendment No. 9 : Option 8 01/03/13 – 01/02/14	\$110,040.00	\$823,618.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date: *Shannon Sedwick*
Printed Name: *Shannon Sedwick*
Authorized Representative
President, Pecan St. Owners
Pecan Street Owners Association
211 E 7th St Ste 818
Austin, TX. 78701-3253
ASSN.
3/20/13

Signature and Date: *Debbie DePaul* *3/29/13*
Debbie DePaul, Contract Compliance Supervisor
City of Austin
Purchasing Office



Amendment No. 8
to
Contract No. S050159
For
Management of the E. 6th St. Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced contract. Effective January 3, 2012, the term for the extension option will be January 3, 2012 to January 2, 2013 and there are two remaining options.
- 2.0 The total Contract amount is increased by \$105,815.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1 : Option 1 01/03/06 – 01/02/07	\$76,731.00	\$153,462.00
Amendment No. 2 : Monetary Correction 01/03/06 – 01/02/07	-1,666.00	\$151,796.00
Amendment No. 3 : Option 2 01/03/07 – 01/02/08	\$82,588.00	\$234,384.00
Amendment No. 4 : Option 3 01/03/08 – 01/02/09	\$82,408.00	\$316,792.00
Amendment No. 5 : Option 4 01/03/09 – 01/02/10	\$83,687.00	\$400,479.00
Amendment No. 6: Option 5 Per RCA #32 to extend the term of the contract for and additional (5) years. 11/19/09	\$106,934.00	\$507,413.00
Amendment No. 7 : Option 6 01/03/11 – 01/02/12	\$100,350.00	\$607,763.00
Amendment No. 8 : Option 7 01/03/12 – 01/02/13	\$105,815.00	\$713,578.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract

Signature and Date:

Printed Name:

Authorized Representative

Pecan Street Owners Association
211 E 7th St Ste 100-1818
Austin, TX 78701-3253

Signature and Date:

Debbie De Paul, Contract Compliance Supervisor
City of Austin
Purchasing Office

Cc: Jeff Dilbert, Buyer II
City of Austin
Purchasing Office



FY 2012 Service Plan

INTRODUCTION

In 2004, property owners on East Sixth Street petitioned the City Council to establish the East Sixth Street Public Improvement District (PID). Owners incorporated as the non-profit 501(c)(6) organization, the Pecan Street Owners Association, and contracted with the City of Austin to manage the PID. In January 2008, the association began doing business as the Sixth Street Austin Association (Sixth). In 2009, more than 60 percent of property owners representing 90 percent of the property valuation signed petitions to reauthorize the PID.

During the Fiscal Year 2012, Sixth will continue with its work guided by the mission to make the East Sixth Street National Register Historic District a source of pride to the Austin community by:

- Advocating for the preservation and enhancement of the district's unique historic character;
- Creating a vibrant mixed use district so that locals and visitors alike will utilize its diverse offerings; and
- Making Sixth Street an important economic and cultural asset to the community for today and future generations.

SERVICE PLAN

The FY 2012 PID budget will total \$135,880 based on City of Austin estimates of PID assessment collections and Sixth estimates of fundraising.

FY 2012 Preliminary Budget Revenues

PID Assessments at 90% Collection	\$66,701
City of Austin Contribution	\$43,500
Collected Assessment for 2011 less appropriated amount	\$(5,255)
Earned Interest and Late Payments	\$869
Funds Raised by Sixth (memberships, donations, events)	\$30,000
Total Revenue	\$135,815

The mission is executed through four major program areas.

FY 2012 Preliminary Budget Expenditures (by Program Area)

Infrastructure / Physical Environment (Clean, Historic, Systems)	\$40,745	30%
Public Safety	\$27,163	20%
Communication/Membership	\$27,163	20%
Marketing / Fundraising / Econ Develop	\$27,163	20%
Administration	\$13,581	10%
Total	\$135,815	100%

Program Descriptions

Sixth program areas are aligned with the recommendations of the Responsible Hospitality Institute's Report and Action Plan developed with the community's participation in the Hospitality Zone Assessment.

Infrastructure and Physical Environment (Focus on Historic, Clean and Systems) – 30%

Continue to coordinate strategies, plans and partnerships for physical improvements in the district such as signage, sidewalks, gateways, etc. Sixth will continue to lead the broad-based community committees on Infrastructure and Systems of Order in the E. Sixth Street District established through the Responsible Hospitality Institute consulting process. The focus will include efforts to:

- Clean the built environment (public and private space)
 - Clean and repair building facades, windows, etc.
 - Emphasize the historic appearance and value of buildings
 - Advocate for regularly cleaned sidewalks
 - Encourage higher standards of private signage and ATM placement
 - Promote incentives, such as a façade loan program, to encourage participation and to raise standards
- Improve systems of order to unify the district
 - Public area lighting (tree lighting)
 - Signage and Banners
 - Gateways
 - Transportation systems (taxis, valets)
 - Vendors
 - Public Restrooms
- Continue to advocate for longer-term improvements
 - Develop a specific consensus plan and identify funding for Sixth Street streetscape that respects the historic nature of the district, including vehicle lanes and flow; sidewalk width and material; and street parking
 - Fully engage in the implementation phase of the Downtown Austin Plan
 - Integrate the Sixth Street District vision into the Waller Creek District Designs
 - Coordinate with City on infrastructure upgrades, such as utility lines and alleys

Public Safety – 20%

Continue to work directly with the City to identify and express the issues and barriers facing E. Sixth Street. Sixth will also work directly with the DAA, the APD and others to address the issues of public safety, order and evening management of the street. Sixth will continue to lead the broad-based community committee on Public Safety in the E. Sixth Street District established through the Responsible Hospitality Institute consulting process. The focus will include efforts to:

- Expand safety partnerships in the public and private sectors
- Continue addressing homeless services and related safety issues
- Reduce panhandling and other quality of life issues affecting the district
- Reduce the negative impacts of barricading and street closures
- Advocate for a neighborhood watch program that can work in concert with community policing patrols and circulation
- Raise the bar on standards to reduce risks and encourage responsible operations within the entertainment district

Communications/Membership – 20%

Continuously improve communications methods for effective interaction with members and stakeholders, including the following methods:

- Monthly e-mail newsletters
- Forums (informational and educational meetings)
- Regular committee meetings
- Special-topic meetings
- Annual membership meeting
- Ongoing outreach to owners & operators
- Website updates
- A robust database
- Membership program expansion for non-property owners with an interest in the district

Marketing/Fundraising/Economic Development – 20%

Promote the economic health of the district and the association through strategic partnerships, marketing and public relations, and events and other fundraising opportunities.

- Continue to collaborate with the Downtown Austin Alliance, City of Austin and individual property owners to implement a retail strategy for E. 6th Street
- Promote the district as a whole with the “Sixth” brand, and events that bring a diverse market to and leverage the historic nature of the district
- Share information and tools with property and business owners to help diversify the district mix
 - Encourage business-to-business mentorships
 - Host forums for business success, education and self-enforcing standards
 - Promote existing resources and incentives for business success
 - Serve as an ombudsman for businesses and property owners within the district
- Pursue financial sustainability to increase resources and effectiveness
 - Produce new events and help add value to current events within the district
 - Develop and maintain current partnerships with other organization and businesses for promotional and funding opportunities
 - Improve the district’s common area management, such as sidewalk vendors, parking and valet parking options

Administration – 10%

Program expenses include overhead charges allocated in proportion to staff time.

SUMMARY

The East Sixth Street Public Improvement District is a professionally managed area of downtown Austin that continues to face a myriad of challenges that are common in many similar entertainment districts. The area is well branded, even internationally. With the focused efforts proposed in this service plan E. Sixth Street will continue progress toward realizing the vision of a vibrant, mixed-use historic district offering live music and entertainment that is a source of cultural and economic pride for Austinites.



Amendment No. 7
to
Contract No. S050159
For
Management of the E. 6th St. Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced contract. Effective January 3, 2011, the term for the extension option will be January 3, 2011 to January 2, 2012 and there are three remaining options.
- 2.0 The total Contract amount is increased by \$100,350.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1 : Option 1 01/03/06 – 01/02/07	\$76,731.00	\$153,462.00
Amendment No. 2 : Monetary Correction 01/03/06 – 01/02/07	-1,666.00	\$151,796.00
Amendment No. 3 : Option 2 01/03/07 – 01/02/08	\$82,588.00	\$234,384.00
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- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:

Authorized Representative

Josh Allen
Executive Director

Signature and Date:

Cynthia Gonzales, Contract Compliance Manager, Corporate
City of Austin
Purchasing Office

Pecan Street Owners Association
211 E 7th St Ste 100 - L
Austin, TX. 78701-3253

Cc: Jeff Dilbert, Buyer II
City of Austin
Purchasing Office

Exhibit A



FY 2011 Service Plan

INTRODUCTION

In 2004, property owners on East Sixth Street petitioned the City Council to establish the East Sixth Street Public Improvement District (PID). Owners incorporated as the non-profit 501(c)(6) organization, the Pecan Street Owners Association, and contracted with the City of Austin to manage the PID. In January 2008, the association began doing business as the Sixth Street Austin Association (Sixth). In 2009, more than 60 percent of property owners representing 90 percent of the property valuation signed petitions to reauthorize the PID.

During the Fiscal Year 2011, Sixth will continue with its work guided by the mission to make the East Sixth Street National Register Historic District a source of pride to the Austin community by:

- Advocating for the preservation and enhancement of the district's unique historic character;
- Creating a vibrant mixed use district so that locals and visitors alike will utilize its diverse offerings; and
- Making Sixth Street an important economic and cultural asset to the community for today and future generations.

SERVICE PLAN

The FY 2011 PID budget will total \$130,106 based on City of Austin estimates of PID assessment collections and Sixth estimates of fundraising.

FY 2011 Preliminary Budget Revenues

PID Assessments at 90% Collection	\$63,027
City of Austin Contribution	\$43,500
Collected Assessment for 2010 less appropriated amount	(\$8,932)
Earned Interest and Late Payments	\$2,755
Funds Raised by Sixth (memberships, donations, events)	\$30,000

Total Revenue	\$130,350
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The mission is executed through four major program areas.

FY 2011 Preliminary Budget Expenditures (by Program Area)

Infrastructure / Physical Environment (Clean, Historic, Systems)	\$39,105	30%
Public Safety	\$26,070	20%
Communication/Membership	\$26,070	20%
Marketing / Fundraising / Econ Develop	\$26,070	20%
Administration	\$13,035	10%

Total	\$130,350	100%
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Program Descriptions

Sixth program areas are aligned with the recommendations of the Responsible Hospitality Institute's Report and Action Plan, developed with the community's participation in the 2008-2009 Hospitality Zone Assessment.

Infrastructure and Physical Environment (Focus on Historic, Clean and Systems) – 30%

Continue to coordinate strategies, plans and partnerships for physical improvements in the district such as signage, sidewalks, gateways, etc. Sixth will continue to lead the broad-based community committees on Infrastructure and Systems of Order in the E. Sixth Street District established through the Responsible Hospitality Institute consulting process. The focus will include efforts to:

- Clean the built environment (public and private space)
 - Clean and repair building facades, windows, etc.
 - Emphasize the historic appearance and value of buildings
 - Advocate for regularly cleaned sidewalks
 - Encourage higher standards of private signage and ATM placement
 - Promote incentives, such as a façade loan program, to encourage participation and to raise standards
- Improve systems of order to unify the district
 - Public area lighting (tree lighting)
 - Signage and Banners
 - Gateways
 - Transportation systems (taxis, valets)
 - Vendors
 - Public Restrooms
- Continue to advocate for longer-term improvements
 - Develop a specific consensus plan and identify funding for Sixth Street streetscape that respects the historic nature of the district, including vehicle lanes and flow; sidewalk width and material; and street parking
 - Fully engage in the district planning phase of the Downtown Austin Plan
 - Integrate the Sixth Street District vision into the Waller Creek District Master Plan
 - Coordinate with City on infrastructure upgrades, such as utility lines and alleys

Public Safety – 20%

Continue to work directly with the City to identify and express the issues and barriers facing E. Sixth Street. Sixth will also work directly with the DAA, the APD and others to address the issues of public safety, order and evening management of the street. Sixth will continue to lead the broad-based community committee on Public Safety in the E. Sixth Street District established through the Responsible Hospitality Institute consulting process. The focus will include efforts to:

- Expand safety partnerships in the public and private sectors
- Continue addressing homeless services and related safety issues
- Reduce panhandling and other quality of life issues affecting the district
- Reduce the negative impacts of barricading and street closures
- Advocate for a neighborhood watch program that can work in concert with community policing patrols and circulation
- Raise the bar on standards to reduce risks and encourage responsible operations within the entertainment district

Exhibit A

Sixth Service Plan – page 3

Communications/Membership – 20%

Continuously improve communications methods for effective interaction with members and stakeholders, including the following methods:

- Monthly e-mails
- Quarterly newsletters
- Quarterly forums (informational and educational meetings)
- Regular committee meetings
- Special-topic meetings
- Annual membership meeting
- Ongoing personal phone calls and outreach to owners & operators
- Website updates
- A robust database
- Membership program expansion for non-property owners with an interest in the district

Marketing/Fundraising/Economic Development – 20%

Promote the economic health of the district and the association through strategic partnerships, marketing and public relations, and events and other fundraising opportunities.

- Continue to collaborate with the Downtown Austin Alliance, City of Austin and individual property owners to implement a retail strategy for E. 6th Street
- Promote the district as a whole with the “Sixth” brand, and events that bring a diverse market to and leverage the historic nature of the district
- Share information and tools with property and business owners to help diversify the district mix
 - Encourage business-to-business mentorships
 - Host forums for business success, education and self-enforcing standards
 - Promote existing resources and incentives for business success
 - Serve as an ombudsman for businesses and property owners within the district
- Pursue financial sustainability to increase resources and effectiveness
 - Produce new events and help add value to current events within the district
 - Develop and maintain current partnerships with other organization and businesses for promotional and funding opportunities
 - Improve the district’s common area management, such as sidewalk vendors, parking and valet parking options

Administration – 10%

Program expenses include overhead charges allocated in proportion to staff time.

SUMMARY

The East Sixth Street Public Improvement District is a professionally managed area of downtown Austin that continues to face a myriad of challenges that are common in many similar entertainment districts. The area is well branded, even internationally. With the focused efforts proposed in this service plan E. Sixth Street will continue progress toward realizing the vision of a vibrant, mixed-use historic district offering live music and entertainment that is a source of cultural and economic pride for Austinites.



Amendment No. 6
of
Contract No. S050159
for
Management of the E. 6th Street Public
Improvement District
between
Pecan Street Owners Association
and the
City of Austin

This amendment is made and entered into effective January 3, 2010 by and between Pecan Street Owners Association ("Contractor") and the City of Austin ("City").

The above reference Agreement is amended as stated below:

- 1.0 This amendment will extend the management contract with the Pecan Street Owners Association for the East 6th Street Public Improvement District (PID) services for an additional five (5) year period subject to annual approval by the Austin City Council.
- 2.0 The City hereby exercises the first option period under this amendment (January 3, 2010 through January 2, 2011) with four (4) remaining options. Funding for this period is added to the contract in the amount of \$106,934.00.
- 3.0 The total Contract amount is increased by \$106,934.00 for this option period and is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731.00	\$ 76,731.00
Amendment No. 1: Option 1 01/03/05 – 01/02/07	\$76,731.00	\$153,452.00
Amendment No. 2: Monetary Correction 01/03/06 – 01/02/07	\$(-1,666.00)	\$151,796.00
Amendment No. 3: Option 2 01/30/07 – 01/02/08	\$82,588.00	\$234,384.00
Amendment No. 4: Option 3 01/03/08 – 01/02/09	\$82,408.00	\$316,792.00
Amendment No. 5: Option 4 01/03/09 – 01/02/10	\$83,687.00	\$400,479.00
Amendment no. 6: Addition of 5 annual options 01/03/10 – 01/02/11	\$106,934.00	\$507,413.00

- 4.0 All other terms and conditions of this contract remain in full force and effect.
- 5.0 MBE/WBE goals were not established for this contract.
- 6.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

 2/1/2010

Printed Name:

Authorized Representative

Executive Director
Pecan Street Owners Association

Signature & Date:



Steven T. Aden, Purchasing Manager
City of Austin
Purchasing Office

Reviewed and Approved

N/A

Date

EXHIBIT A



FY 2010 Service Plan

INTRODUCTION

In 2004, property owners on East Sixth Street petitioned the City Council to establish the East Sixth Street Public Improvement District (PID). Owners incorporated as the non-profit 501(c)(6) organization, the Pecan Street Owners Association, and contracted with the City of Austin to manage the PID. In January 2008, the association began doing business as the Sixth Street Austin Association (Sixth). In 2009, about 60 percent of property owners representing 90 percent of the property valuation signed petitions to reauthorize the PID.

During the Fiscal Year 2010, Sixth will continue with its work guided by the mission to make the East Sixth Street National Register Historic District a source of pride to the Austin community by:

- Advocating for the preservation and enhancement of the district's unique historic character;
- Creating a vibrant mixed use district so that locals and visitors alike will utilize its diverse offerings; and
- Making Sixth Street an important economic and cultural asset to the community for today and future generations.

SERVICE PLAN

The FY 2010 PID budget will total \$136,934 based on City of Austin estimates of PID assessment collections and Sixth estimates of fundraising.

FY 2010 Preliminary Budget Revenues

PID Assessments at 90% Collection	\$63,486
City of Austin Contribution	\$43,500
Collected Assessment for 2009 less appropriated amount	\$145
Earned Interest and Late Payments	\$3,803
Funds Raised by Sixth (memberships, donations, events)	\$30,000
<u>Reserved for Possible Adjustments to Proposed 2009 Roll</u>	<u>(\$4,000)</u>
Total Revenue	\$136,934

The mission is executed through four major program areas.

FY 2010 Preliminary Budget Expenditures (by Program Area)

Infrastructure / Physical Environment (Clean, Historic, Systems)	\$41,080	30%
Public Safety	\$27,387	20%
Communication/Membership	\$27,387	20%
Marketing / Fundraising / Econ Develop	\$27,387	20%
<u>Administration</u>	<u>\$13,693</u>	<u>10%</u>
Total	\$136,934	100%

Program Descriptions

61xth program areas are aligned with the recommendations of the Responsible Hospitality Institute's Report and Action Plan, developed with the community's participation in the 2008-2009 Hospitality Zone Assessment.

Infrastructure and Physical Environment (Focus on Historic, Clean and Systems) – 30%

Continue to coordinate strategies, plans and partnerships for physical improvements in the district such as signage, sidewalks, gateways, etc. 61xth will continue to lead the broad-based community committees on Infrastructure and Systems of Order in the E. Sixth Street District established through the Responsible Hospitality Institute consulting process. The focus will include efforts to:

- Clean the built environment (public and private space)
 - Clean and repair building facades, windows, etc.
 - Emphasize the historic appearance and value of buildings
 - Advocate for regularly cleaned sidewalks
 - Encourage higher standards of private signage and ATM placement
 - Promote incentives, such as a façade loan program, to encourage participation and to raise standards
- Improve systems of order to unify the district
 - Public area lighting (tree lighting)
 - Signage and Banners
 - Gateways
 - Transportation systems (taxis, valets)
 - Vendors
 - Public Restrooms
- Continue to advocate for longer-term improvements
 - Develop a specific consensus plan and identify funding for Sixth Street streetscape that respects the historic nature of the district, including vehicle lanes and flow; sidewalk width and material; and street parking
 - Fully engage in the district planning phase of the Downtown Austin Plan
 - Integrate the Sixth Street District vision into the Waller Creek District Master Plan
 - Coordinate with City on infrastructure upgrades, such as utility lines and alleys

Public Safety – 20%

Continue to work directly with the City to identify and express the issues and barriers facing E. Sixth Street. 61xth will also work directly with the DAA, the APD and others to address the issues of public safety, order and evening management of the street. 61xth will continue to lead the broad-based community committee on Public Safety in the E. Sixth Street District established through the Responsible Hospitality Institute consulting process. The focus will include efforts to:

- Expand safety partnerships in the public and private sectors
- Continue addressing homeless services and related safety issues
- Reduce panhandling and other quality of life issues affecting the district
- Reduce the negative impacts of barricading and street closures
- Advocate for a neighborhood watch program that can work in concert with community policing patrols and circulation
- Raise the bar on standards to reduce risks and encourage responsible operations within the entertainment district

Communications/Membership – 20%

Continuously improve communications methods for effective interaction with members and stakeholders, including the following methods:

- Monthly e-mails
- Quarterly newsletters
- Quarterly forums (informational and educational meetings)
- Regular committee meetings
- Special-topic meetings
- Annual membership meeting
- Ongoing personal phone calls and outreach to owners & operators
- Website updates
- A robust database
- Membership program expansion for non-property owners with an interest in the district

Marketing/Fundraising/Economic Development – 20%

Promote the economic health of the district and the association through strategic partnerships, marketing and public relations, and events and other fundraising opportunities.

- Continue to collaborate with the Downtown Austin Alliance, City of Austin and individual property owners to implement a retail strategy for E. 6th Street
- Promote the district as a whole with the “Sixth” brand, and events that bring a diverse market to and leverage the historic nature of the district
- Share information and tools with property and business owners to help diversify the district mix
 - Encourage business-to-business mentorships
 - Host forums for business success, education and self-enforcing standards
 - Promote existing resources and incentives for business success
 - Serve as an ombudsman for businesses and property owners within the district
- Pursue financial sustainability to increase resources and effectiveness
 - Produce new events and help add value to current events within the district
 - Develop and maintain current partnerships with other organization and businesses for promotional and funding opportunities
 - Improve the district’s common area management, such as sidewalk vendors, parking and valet parking options

Administration – 10%

Program expenses include overhead charges allocated in proportion to staff time.

SUMMARY

The East Sixth Street Public Improvement District is a professionally managed area of downtown Austin that continues to face a myriad of challenges that are common in many similar entertainment districts. The area is well branded, even internationally. With the focused efforts proposed in this service plan E. Sixth Street will continue progress toward realizing the vision of a vibrant, mixed-use historic district offering live music and entertainment that is a source of cultural and economic pride for Austinites.



Amendment No. 5
to
Contract No. S050159
For
Management of the E. 6th St Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced contract. Effective January 3, 2009, the term for the extension option will be January 3, 2009 to January 2, 2010 and there are no remaining options.
- 2.0 The total Contract amount is increased by \$83,687.00 for the extension option period. The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1 : Option 1 01/03/06 – 01/02/07	\$76,731.00	\$153,462.00
Amendment No. 2 : Monetary Correction 01/03/06 – 01/02/07	-1,666.00	\$151,796.00
Amendment No. 3 : Option 2 01/03/07 – 01/02/08	\$82,588.00	\$234,384.00
Amendment No. 4 : Option 3 01/03/08 – 01/02/09	\$82,408.00	\$316,792.00
Amendment No. 5 : Option 4 01/03/08 – 01/02/09	\$83,687.00	\$400,479.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature and Date:

Printed Name:

Authorized Representative

Josh Allen
Josh Allen
Executive Director

Signature and Date:

Mary Quintero, Senior Buyer

City of Austin

Purchasing Office

Mary Quintero
1/12/09

Pecan Street Owners Association

211 E 7th St Ste 100 - L

Austin, TX 78701-3253

dba Sixth Street Austin

City of Austin, Reviewed and Approved

Printed Name: Urcha Dunbar - Crespo

N/A

Signature and Date



Amendment No. 4
to
Contract No. S050159
For
Management of the E. 6th St. Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced contract. Effective January 3, 2008, the term for the extension option will be January 3, 2008 to January 2, 2009 and there is one remaining option.
- 2.0 The total Contract amount is increased by \$82,408.00 for the extension option period. The total Contract authorization is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1 : Option 1 01/03/06 – 01/02/07	\$76,731.00	\$153,462.00
Amendment No. 2 : Monetary Correction 01/03/06 – 01/02/07	-1,666.00	\$151,796.00
Amendment No. 3 : Option 2 01/03/07 – 01/02/08	\$82,588.00	\$234,384.00
Amendment No. 4 : Option 3 01/03/08 – 01/02/09	\$82,408.00	\$316,792.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: *Josh B Allen*

Printed Name: Josh Allen
Authorized Representative

12-20-2007

Signed: *Mary Quintero*

Mary Quintero, Senior Buyer
City of Austin
Purchasing Office

12/21/07

Pecan Street Owners Association
211 E 7th St Ste 100 - L
Austin, TX 78701-3253

City of Austin, Reviewed and Approved

Printed Name: Urcha Dunbar - Crespo

N/A

Signature and Date



Amendment No. 3
to
Contract No. S050159
For
Management of the E. 6th St. Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 2.0 The City hereby exercises the extension option for the above referenced contract. Effective January 3, 2007, the term for the extension will be January 3, 2007 to January 2, 2008 and there are two remaining options.
- 3.0 The total Contract amount is increased by \$82,588.00 for the extension option period. The total Contract authorization is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: 01/03/05 - 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1, Option 1 01/03/06 - 01/02/07	\$76,731.00	\$153,462.00
Amendment No. 2 - Monetary Correction 01/03/06 - 01/02/07	\$75,065.00	\$151,796.00
Amendment No. 3, Option 2 01/03/07 - 01/02/08	\$82,588.00	\$234,384.00

- 3.0 MBEWBE goals do not apply to this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 3 is hereby incorporated into and made a part of the above-referenced contract.

Signature
Printed Name
Authorized Representative

Pecan Street Owners Association
211 E 7th St Ste 100 - L
Austin, TX 78701-3253

Signed: *[Signature]*
Vikie Deluyck, MSW, Senior Buyer
City of Austin
Purchasing Office

Date

Date

City of Austin, Reviewed and Approved
Printed Name: Urcha Dunbar - Crespo
N/A
Signature and Date



Amendment No. 2
to
Contract No. S050159
for
Management of the E. 6th St. Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 1.0 By mutual agreement, both parties agree to change the dollar amount for the contract term of January 3, 2006 through January 2, 2007 from \$76,731 to \$75,065.
- 2.0 The total Contract authorization is recapped below:

Term	Contract Amount for the term	Total Contract Amount
Basic Term: 01/03/05 – 03/02/06	\$76,731	\$76,731
Amendment No. 1: Option 1 01/03/06 – 01/02/07	\$76,731	\$153,462
Amendment No. 2: monetary correction	\$75,065	\$151,796

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 2 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Kevin G. Walker
Printed Name: KEVIN G. WALKER
Authorized Representative

Signed: Vikie Deluyck
Vikie Deluyck, MSW, Senior Buyer
City of Austin
Purchasing Office

Date: 3 FEB 2006

Date: 2/3/06

PECAN STREET
OWNERS ASSOCIATION

**Pecan Street Owners Association
2006
Service Plan**

Service Plan Outline

INTRODUCTION

The Pecan Street Owners Association (PSOA), a 501(c)(6) organization, was officially formed in 2004. The owners association created a vision & mission and action plan. They successfully received petitions calling for a Public Improvement District (PID) from 59% of parcel owners representing 89% of valuation. Realizing the PID will only raise approximately \$36,000 annually, the PSOA secured an additional \$94,500 for a 2005 total of \$130,500 to operate the PID.

During the 2006 fiscal year, the Pecan Street Owners Association will continue with its mission to make the National Register District source of pride to the Austin community by creating a vibrant mixed-use where diverse offerings are a strong asset appreciated by both locals and visitors alike; making Sixth Street an important economic and cultural asset to the community for present and future generations; and advocating for the preservation and enhancement of the district's unique historic character.

The newly elected 2006 PSOA board of directors held its first meeting in October, elected officers and specifically identified nine (9) issues for the 2006 program of work Business Recruitment; Gateway Enhancement; Parking Meters Sidewalk Replacement; Taste of Sixth; Sounds of Sixth; April Fools Day; Sixth Street Open; Historic Sixth Street Walking Tour.

SERVICE PLAN

In this document, the Pecan Street Owners Association's draft FY 2006 Service Plan and Budget is outlined. The FY 2006 PID fund budget will total \$125,304 based on estimates of PID monies by the City of Austin. Of the \$125,304, \$79,804 is based on the projected assessment revenues as well as a City of Austin contribution.

FY 2006 Preliminary Budget

City of Austin/Public Order/Safety	\$18,796	15%
Communications/Membership	\$12,530	10%
Physical Improvements	\$18,796	15%
Marketing/Public Relations/Strategic Partnerships	\$31,326	25%
Historic Preservation/Accentuation	\$18,796	15%
Administration	\$25,060	20%

Board of Directors

John Rosato, *Chairman*
Gary Manley, *Vice Chairman*
Don Garner, *Treasurer*
Shannon Sedwick, *Secretary*
Terry Bootie
Jerry Ciesh
Carl Daywood
Ron Flores
John Ippolito
Rony Kahan
Bob Lander
Andy Slater

211 East Seventh Street

Suite 100-L

Austin, Texas 78701

P 512.203.7280

F 512.477.7456

O 512.203.7280

kevin@6thstreetaustin.com

PROGRAM DESCRIPTIONS

City of Austin/Public Order/Safety - \$18,796 or 15%

The E. Sixth Street PID will continue to work directly with the City to identify and express the issues and barriers facing E. Sixth Street. A working plan will be created with ways to solve/mitigate issues. The E. Sixth Street PID will also work directly with the DAA, the APD and others to address the issues of public safety, order and evening management of the street.

Communications/Membership - \$12,530 or 10%

Maintain and enhance database and management system of property information. Promote and implement public membership opportunities. Execute effective communications to members, stakeholders and others through email, phone, fax and mail.

Physical Improvements - \$18,796 or 15%

Create a strategy and a plan for physical improvements in the district such as signage, sidewalks, gateways, etc.

Marketing/Public Relations/Strategic Partnerships - \$31,326 or 25%

Develop relationship with real estate broker and developer community. Provide educational opportunities and expansion options for existing tenants. Continue to implement the strategies of the Self-Sufficiency Plan. Keep on strategic partnerships with private sector for promotional and funding opportunities.

Historic Preservation/Accentuation - \$18,796 or 15%

Create a strong working group to develop this area from the historic preservation community, tourism, the museum, art groups, etc. Develop and distribute a Historic E Sixth Street Walking Tour brochure by partnering with the Old Pecan Street Association.

Administration - \$25,060 or 20%

Program expenses include overhead charges allocated in proportion to staff time.

SUMMARY

The PSOA E. Sixth Street Public Improvement District is a professionally managed area of downtown Austin that continues to face an myriad of problems for in many similar entertainment districts. The area is well branded and with the focused effort proposed in this service plan, E. Sixth Street will become a vibrant mixed-use district that is a source of pride for the community.



Amendment No. 1
to
Contract No. S050159
For
Management of the E. 6th St. Public Improvement District
between
Pecan Street Owners Association
and the
City of Austin

- 1.0 The City hereby exercises the extension option for the above referenced contract. Effective January 3, 2006, the term for the extension option will be January 3, 2006 to January 2, 2007 and there are three remaining options.
- 1.0 The total Contract amount is increased by \$76,731.00 for the extension option period. The total Contract authorization is recapped below.

Term	Contract Amount for the term	Total Contract Amount
Basic Term: 01/03/05 - 03/02/06	\$76,731.00	\$76,731.00
Amendment No. 1: Option 1 01/03/06 - 01/02/07	\$76,731.00	\$153,462.00

2.0 MBE/WBE goals do not apply to this contract.

4.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.

Signature: *Kevin Walker*
Printed Name: KEVIN G. WALKER
Authorized Representative

Signed: *Vikie Deluyck* for
Vikie Deluyck, MSW, Senior Buyer
City of Austin
Purchasing Office

Pecan Street Owners Association
211 E 7th St Ste 100 - L
Austin, TX 78701-3253

Date

4 JANUARY 2006

Date

11/4/06



City of Austin

Financial and Administrative Services Department

Purchasing Office

P. O. Box 1088, Austin, TX 78767

(512) 974-2500

February 15, 2005

Mr. Kevin Walker

Pecan Street Owners Association

211 E. 7th St., Suite 100-L

Austin, TX 78701

Re: Solicitation No. MO05300003

Management of the E. 6th Street Public Improvement District

Dear Mr. Walker:

The Austin City Council has approved the execution of a contract with your company for the above-referenced item as follows:

Date of Award: February 15, 2005

Contract Term: January 3, 2005 through January 2, 2006, with four 12-month extension options

Contract No.: S050159

Dollar Value: \$76,731.00

Council Agenda Date: 12/2/04, Item #27

Attached is a copy of all contract terms and conditions. Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact me at (512) 974-2995.

Sincerely,

Mick Osborne, Sr. Buyer

Purchasing Office

Finance and Administrative Services Department

Enclosure

cc: Ana Coronado, EGRSO

**AGREEMENT BETWEEN THE CITY OF AUSTIN, TEXAS
AND
THE PECAN STREET OWNERS ASSOCIATION
FOR
MANAGEMENT OF THE E. 6TH STREET PUBLIC IMPROVEMENT
DISTRICT SERVICE PLAN**

This agreement is made on the 3rd day of January, 2005 by and between the City of Austin (City), a home-rule municipality incorporated by the State of Texas, and the Pecan Street Owners Association (Consultant), having offices at 211 E. 7th Street, Suite 100-L, Austin, Texas 78701.

WHEREAS, the City has a requirement for an organization to exercise management responsibility for implementing the service plan for the East 6th Street Public Improvement District (PID); and

WHEREAS, the Consultant has unique qualifications and knowledge of the needs and practical aspects of managing and implementing the district improvement plan; and

WHEREAS, the City desires to engage the services of the Consultant to manage the implementation of the plan, and the Consultant wishes to accept the engagement;

NOW, THEREFORE, for and in consideration of the services to be performed hereunder, and the monetary consideration to be paid therefor as provided herein, and other good and valuable consideration, the parties hereto agree as follows:

SECTION I. GRANT OF AUTHORITY, SERVICES AND DUTIES

- 1.1 **Engagement of the Consultant.** Subject to the general oversight and control of the City, and subject to the provisions of the Terms and Conditions contained in herein, the Consultant is engaged to manage the implementation of the service plan for the East 6th Street PID.
- 1.2 **Responsibilities of the Consultant.** The Consultant shall be responsible for providing all personnel, personal office space, and other resources required for completing the tasks described in Section II, the Scope of Work. The Consultant shall take all actions that are necessary and appropriate to promote and manage the successful implementation of the East 6th Street PID. Throughout this project it shall be the responsibility of the Consultant to exercise best efforts to carry out the City of Austin policy of stimulating the growth of Minority- and Women-Owned Business Enterprises. The Consultant will promptly inform the Contract Manager of any problems encountered that might threaten the timely completion or the adequacy of results obtained in executing the tasks in the Scope of Work. In the event that the need arises for the Consultant to perform services beyond those stated in the Scope of Work, the Consultant and the City will negotiate mutually agreeable terms and compensation for completing the additional services.
- 1.3 **Responsibilities of the City.** The City shall designate a Contract Manager, who will be responsible for exercising general oversight and direction of Consultant's efforts in

completing the tasks in the Scope of Work. Specifically, the Contract Manager will be available to the Consultant to discuss and resolve any contractual issues that might arise during the term of the Agreement, shall participate regularly in conference calls or meetings for status reporting, and shall promptly review any written reports submitted by the Consultant. The Contract Manager shall give the Consultant timely feedback on the acceptability of progress and task reports.

- 1.4 **Designation of Key Personnel.** *Kevin Walker* The Consultant's designated Project Manager for this Agreement is ~~John Rosato~~. The City of Austin's Contract Manager will be Michael Knox, Principal Planner, Economic Growth and Redevelopment Services Office. The Contract Manager will exercise oversight of progress in this engagement, as monitored through face-to-face, telephonic, and written communications and reporting. The Contract Manager will represent the interests of the City in resolving any and all issues that may arise incidental to and during the execution of this Agreement. The City and the Consultant resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Consultant to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein.

SECTION II. SCOPE OF WORK. The Consultant is to manage the East 6th Street Public Improvement District (PID) and provide services in accordance with the Council-adopted Annual and 5-Year Service Plans and Budgets. The goals of the work to be performed hereunder are to:

- Create a vibrant, mixed-use district where diverse offerings including retail, live music, and other live entertainment is a strong asset that can be appreciated by locals and visitors alike.
- Strengthen East 6th Street as an important economic and cultural asset to the community for present and future generations; and
- Advocate for the preservation and enhancement of the district's unique historic character.

Pursuant to achieving these goals, the Consultant shall perform the following tasks.

- 2.1 **Task 1. Project Startup.** The Consultant shall initiate the project by completing the following actions at the minimum:

- Hiring an executive director,
- Developing and putting in place a system of accounting and reporting policies and procedures,
- Developing a membership and property database,
- Developing a membership communications program,
- Creating a committee to solve/find solutions to the problems on E. 6th Street including transportation, public order, enforcement, special events, etc., and defining goals and creating measurable objectives for the committee,
- Creating an ombudsman program with defined City of Austin departments to effectively work with property owners and tenants on development, tenant issues, accessibility and vitality issues, transportation, etc., and

The actions to be taken herein shall be completed within three (3) months after the effective date of this Agreement.

2.2 Task 2.

- Creating a strategy for achieving financial self-sufficiency of the PID within three years,
- Developing a relationship with the private sector for corporate sponsorship and involvement,
- Ensuring annual funding support from first-round contributors is maintained,
- Creating a marketing plan and public relations strategy re-branding/re-positioning the street,
- Creating a tenant mix plan/strategy,
- Developing a relationship with real estate brokers/developers,
- Creating promotional opportunities for target market (tourists, families, etc)

Task 2 shall be completed no later than six (6) months after the effective date of this Agreement.

2.3 Task 3.

- Developing marketing pieces to promote/sell the street to potential new tenants, and
- Working with existing tenants providing educational opportunities, information and expansion options to meet the tenant mix strategy

Task 3 shall be completed no later than nine (9) months after the effective date of this Agreement.

2.4 Task 4.

- Initiating the creation of a strategy and a plan for physical improvements within the PID,
- Developing a strategy and market E. 6th Street to defined tenant mix,
- Defining special event needs/opportunities for E. Sixth Street benefiting the tenants, property owners and the City of Austin,
- Prioritizing a plan and creating 1-3 historic preservation projects that can be implemented quickly that have visible results, and
- Creating a working relationship with Old Pecan Street Association and defining collaborative historic preservation projects
- Creating a historic preservation/accentuation plan working with interested parties including City of Austin, Austin Heritage Society, ACVB, others including the Texas State History Museum, Austin Past & Present, the Austin History Center, etc.

Task 4 shall be completed no later than one (1) year after the effective date of this Agreement.

SECTION III. REPORTS AND DELIVERABLES: No less than once every quarter during the project the Consultant will provide a progress report to the Contract Manager, either verbally or in writing, as directed by the Contract Manager. These reports will summarize all significant activities undertaken during the reporting period, progress made toward completing the ongoing program of work, and any significant problems being encountered.

SECTION IV. COMPENSATION PLAN

- 4.1 **Fees.** The Consultant shall be paid an amount not to exceed \$76,731 for all fees and expenses. Consultant fees and expenses shall be paid to the Consultant over the term of this Agreement, as follows:
- 4.1.1 The annual PID Assessment of \$37,231, less a \$4,000 reserve, shall be paid to the Consultant by February 15 of each year of the contract.
 - 4.1.2 The City of Austin's contribution of \$43,500 shall be paid quarterly in arrears within 30 days of receipt of the quarterly report, a proper invoice and any budget documentation required by the Contract Manager.
- 4.2 **Invoices.** Invoices shall be mailed to the Contract Manager at Economic Growth and Redevelopment Services Office, PO Box 1088, Austin, Texas 78767.
- 4.3 **Payment.** All proper invoices received by the City will be paid within 30 days of the City's receipt of the services or of the invoice, whichever is later. If payment is not timely made, interest shall accrue on the unpaid balance at the lesser of one percent per month or the maximum lawful rate; except, if payment is not timely made for a reason for which City may withhold payment hereunder, interest shall not accrue until ten days after the grounds for withholding payment have been resolved.
- 4.3.1 The City may withhold or set off the entire payment or part of any payment otherwise due the Consultant to such extent as may be necessary on account of:
 - 4.3.1.1 third party claims, which are not covered by the insurance which the Consultant is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - 4.3.1.2 failure of Consultant to pay subcontractors, or for labor, materials or equipment;
 - 4.3.1.3 damage to the property of the City or the City's agents, employees or Contractors, which is not covered by insurance required to be provided by the Consultant;
 - 4.3.1.4 failure of the Consultant to submit proper invoices with all required attachments and supporting documentation; or
 - 4.3.1.5 failure of the Consultant to comply with any material provision of the Agreement Documents.
 - 4.3.2 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §5-1-2 of the Austin City Code of 1992, as amended, concerning the right of the City to offset indebtedness owed the City.

SECTION V. TERM AND TERMINATION

- 5.1 **Term.** This Agreement shall become effective on January 3, 2005 and shall expire on January 2, 2006 and upon completion of tasks 1 through 3 of the Scope of Work. The

Agreement may be extended for up to four additional one-year terms, with the same reimbursement terms for each extension.

- 5.2 **Right to Assurance.** Whenever one party to the Agreement in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.
- 5.3 **Default.** The Consultant shall be in default under the Agreement if the Consultant (a) fails to fully, timely and faithfully perform any of its material obligations under the Agreement, (b) fails to provide adequate assurance of performance under Paragraph 5.2, or (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States.
- 5.4 **Termination for Cause.** In the event of a default by the Consultant, the City shall have the right to terminate the Agreement for cause, by written notice effective ten (10) days, unless otherwise specified, after the date of such notice, unless the Consultant, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Consultant's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Consultant, the City may remove the Consultant from the City's vendor list for up to three (3) years and any offer submitted by the Consultant may be disqualified for up to three (3) years. All rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.
- 5.5 **Termination Without Cause.** The City shall have the right to terminate the Agreement, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Consultant shall promptly cease all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. The City shall pay Consultant, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 5.5 **Fraud.** Fraudulent statements by the Consultant on any Offer shall be grounds for the termination of this Agreement for cause by the City and may result in legal action.

SECTION VI. MISCELLANEOUS

- 6.1 **Insurance.** Insurance shall be provided as follows:
- 6.1.1 **General Requirements.**

- 6.1.1.1 The Consultant shall at a minimum carry insurance in the types and amounts indicated below for the duration of this Agreement and during the Warranty Period.
- 6.1.1.2 The Consultant shall forward Certificates of Insurance with the endorsements required below to the City as verification of coverage within 14 calendar days after notification of award, unless otherwise specified.
- 6.1.1.3 The Consultant shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Consultant hereunder and shall not be construed to be a limitation of liability on the part of the Consultant.
- 6.1.1.4 The Consultant must submit certificates of insurance for all subcontractors to the City prior to them commencing work on the Project.
- 6.1.1.5 The Consultant's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- 6.1.1.6 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain this Agreement number and the following information:

City of Austin, Purchasing Office
ATTN: Jack McCracken
P.O. Box 1088
Austin, Texas 78767-8845

- 6.1.1.7 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in this Agreement, covering both the City and the Consultant, shall be considered primary coverage as applicable.
- 6.1.1.8 If insurance policies are not written for amounts specified below, the Consultant shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- 6.1.1.9 The City shall be entitled, upon request and without expense, to receive certified copies of policies and endorsements thereto and

may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

6.1.1.10 The City reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Consultant.

6.1.1.11 The Consultant shall not cause any insurance required hereunder to be canceled nor permit any insurance to lapse during the term of this Agreement or as required in this Agreement.

6.1.1.12 The Consultant shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

6.1.1.13 The Consultant shall provide the City thirty (30) days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within this Agreement.

6.1.1.14 The insurance coverages specified below are required minimums and are not intended to limit the responsibility or liability of the Consultant.

6.1.2 **Specific Requirements.**

6.1.2.2 Worker's Compensation and Employers' Liability Insurance. The Consultant shall provide coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Art. 8308-1.01 et seq Tex. Rev. Civ. Stat.). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The Consultant's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Form WC 420304
- (ii) Thirty (30) days Notice of Cancellation, Form WC420601

6.1.2.3 Commercial General Liability Insurance. The Consultant shall provide for minimum bodily injury and property damage per occurrence are \$500,000 for coverages A and B.

5.6.2.3.1 Policy shall contain the following provisions:

- (i) Blanket contractual liability coverage for liability assumed under this Agreement and all Contracts related to the Project.
- (ii) Independent Consultant's Coverage.
- (iii) Products/Completed Operations Liability for the duration of the warranty period.

5.6.2.3.2 The policy shall also include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Endorsement CG 2404
- (ii) Thirty (30) days Notice of Cancellation, Endorsement CG 0205
- (iii) The City of Austin listed as an additional insured, Endorsement CG 2010

6.1.2.4 Business Automobile Liability Insurance. The Consultant shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

6.1.2.4.1 The policy shall include these endorsements in favor of the City of Austin:

- (i) Waiver of Subrogation, Endorsement TE 2046A
- (ii) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A
- (iii) The City of Austin listed as an additional insured, Endorsement TE 9901B

6.1.2.5 Directors and Officers Professional Liability Insurance. The Consultant shall provide Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The coverage shall be continuous for the duration of the Agreement and for not less than twenty-four (24) months following the end of the Agreement. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Agreement. The Consultant shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

6.2 Indemnity.

6.2.1 Definitions:

6.2.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

- (i) damage to or loss of the property of any person (including, but not limited to the City, the Consultant, their respective agents, officers, employees and sub-contractors the officers, agents, and employees of such sub-contractors; and third parties); and/or
- (ii) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Consultant, the Consultant's sub-contractors, and third parties),

6.2.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

6.2.2 The Consultant shall defend (at the option of the City), indemnify, and hold the City, its successors, assigns, officers, employees and elected officials harmless from and against all Indemnified Claims arising out of, incident to, concerning or resulting from the fault of the Consultant, or the Consultant's agents, employees or subcontractors, in the performance of the Consultant's obligations under the Agreement. Nothing herein shall be deemed to limit the rights of the City or the Consultant (including, but not limited to, the right to seek contribution) against any third party who may be liable for an indemnified claim.

6.3 **Limitation of Liability.** No employee of the Consultant shall have individual liability to the City. To the extent permitted by law, the total liability of Consultant to the City for any and all claims arising out of this Agreement, whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed one million dollars (\$1,000,000).

6.4 **Claims.** If any claim, demand, suit, or other action is asserted against the Consultant which arises under or concerns the Agreement, or which could have a material adverse affect on the Consultant's ability to perform thereunder, the Consultant shall give written notice thereof to the City within ten days after receipt of notice by the Consultant. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to Norwood Tower, 114 West 7th Street, 5th floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

6.5 **Workforce.**

- 6.5.1 The Consultant shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Agreement.
- 6.5.2 The Consultant, its employees, subcontractors, and subcontractor's employees may not use or possess any firearms, alcoholic or other intoxicating beverages, illegal drugs or controlled substances while on the job or on the City's property, nor may such workers be intoxicated, or under the influence of alcohol or drugs on the job.
- 6.5.3 If the City or the City's representative notifies the Consultant that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Consultant shall immediately remove such worker from Agreement services, and may not employ such worker again on Agreement services without the City's prior written consent.

6.6 Right to Audit.

- 6.6.1 The Consultant agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Consultant related to the performance under this Agreement. The Consultant shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit and litigation matters that City has brought to the attention of the Consultant are resolved, whichever is longer. The Consultant agrees to refund to the City any overpayments disclosed by any such audit.
- 6.6.2 The Consultant shall include section 6.2.1 above in any subcontractor agreements entered into in connection with this Agreement.

- 6.7 **Notices.** Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by any other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile, or other commercially accepted means. Notices to the City and the Consultant shall be addressed as follows:

to the City:

City of Austin, Purchasing Office
ATTN: Jack H. McCracken
P.O. Box 1088
Austin, Texas 78767

Phone: (512) 974-1905
Fax: (512) 974-2388

with a copy to:
City of Austin

to the Consultant:

Pecan Street Owners Association
Attn: John Rosato
211 E. 7th Street, Suite 100-L
Austin, TX 78701

Phone: (512) 784-4430
Fax: (512) 477-7456

City Attorney's Office
PO Box 1088
Austin, Texas 78767-8828

- 6.8 **Rights to Contractual Material.** Material submitted by the Consultant to the City shall become property of the City upon receipt. Any portions of such material claimed by the Consultant to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Open Records Act, Chapter 552, Texas Government Code.
- 6.9 **Publications.** All published material and written reports submitted under the Agreement must be originally developed material unless otherwise specifically provided in the Agreement. When material, not originally developed, is included in a report in any form, the source shall be identified.
- 6.10 **Advertising.** The Consultant shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Agreement, except to the extent required by law.
- 6.11 **No Contingent Fees.** The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure the Agreement upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Consultant for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Agreement without liability and to deduct from any amounts owed to the Consultant, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 6.12 **Gratuities.** The City may, by written notice to the Consultant, cancel the Agreement without liability if it is determined by the City that gratuities were offered or given by the Consultant or any agent or representative of the Consultant to any officer or employee of the City of Austin with a view toward securing the Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Consultant in providing such gratuities.
- 6.13 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent Consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Agreement resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Consultant shall render the Agreement voidable by the City.
- 6.14 **Independent Consultant.** The Agreement shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Consultant's

services shall be those of an independent Consultant. The Consultant agrees and understands that the Agreement does not grant any rights or privileges established for employees of the City.

- 6.15 **Assignment-Delegation.** The Agreement shall be binding upon and enure to the benefit of the City and the Consultant and their respective successors and assigns, provided, however, that no right or interest in the Agreement shall be assigned and no obligation shall be delegated by the Consultant without the prior written consent of the City. Any attempted assignment or delegation by the Consultant shall be void unless made in conformity with this paragraph. The Agreement is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Agreement.
- 6.16 **Waiver.** No claim or right arising out of a breach of the Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Consultant or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Agreement, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 6.17 **Modifications.** The Agreement can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any Consultant invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Agreement.
- 6.18 **Incorporation of Contract Documents/Order of Precedence.** The documents listed below, taken together, contain the terms and conditions of the Agreement between the City and the Consultant. In the event of a conflict between any of the provisions governing this business relationship, any inconsistency shall be resolved by giving precedence in the following order: (1) This agreement, (2) RFP MO05300003, and (3) Consultant's Proposal dated October 19, 2004.
- 6.19 **Interpretation.** The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Agreement, the UCC definition shall control, unless otherwise defined in the Agreement.
- 6.20 **Dispute Resolution.**
- 6.20.1 If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request

for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

- 6.20.2 Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Consultant agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Consultant will share the costs of mediation equally.
- 6.21 **Jurisdiction and Venue.** The Agreement is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Agreement shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 6.22 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Agreement shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is the essence of the Agreement be determined to be void.

This Agreement is executed in duplicate originals to be effective as of January 3, 2005.

PECAN STREET OWNERS ASSOCIATION: CITY OF AUSTIN:

Signature: John C. Rosato
Name: John Rosato
Title: Civil
Date: 1/12/05

Signature: Diana L. Granger
Name: Diana L. Granger
Title: Purchasing Officer
Date: 2/14/05

S 050159

REQUEST FOR PROPOSAL
SOLICITATION #M005300003

PECAN STREET OWNERS ASSOCIATION
MANAGEMENT OF EAST SIXTH STREET PUBLIC
IMPROVEMENT DISTRICT

PROPOSAL

OCTOBER 19, 2004

**Pecan Street Owners Association
Proposal
Table of Contents**

Executive Summary	2 pages
Proposal	5 pages
Attachments	33 pages
Attachment A	Board of Directors
Attachment B	Outside Funding Sources
Attachment C	Executive Director Job Description/ Evaluation Criteria
Attachment D	By Laws & Articles of Incorporation
Attachment E	Chart of Responsibilities
Attachment F	Action Plan, Critical Focus Areas
Attachment G	Budget
Offer and Award Sheet	1 page
Non-Discrimination Certification	1 page
Proposer's Signed Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying	1 page
MBE/WBE Procurement Program Package	1 page
Request for Proposal Addendum	1 page

Pecan Street Owners Association
Executive Summary

Today the E. Sixth Street property owners, aka the Pecan Street Owners Association (PSOA), who have worked for two years to establish a long-term program to turn around E. Sixth Street, are prepared to professionally manage the Public Improvement District they worked so hard to establish.

They understand that the problems are far and wide and that there are no easy solutions. E. Sixth Street is one of the poorest performing areas in downtown. Drugs, crime and public order issues plague this area. According to the APD, over 100 drug arrests happen in this area monthly. It is also plagued with public order issues. Three main social service agencies are within two blocks of the entertainment district. The continued issues of what to do with Waller Creek place an undue burden on this area. Waller Creek is filled with trash, and folks who sleep and camp in the creek and is an area of high drug activity as well. Graffiti and cleanliness issues are also problematic. Sidewalks are in need of replacement and property owners need to work together to fix "broken windows." Someone needs to take charge and manage the area. "If market conditions continue without intervention, then what we can expect is the continued decline of the area we have witnessed since the late 1980s," stated Gary Manley, owner of the Iron Cactus.

In an open letter to the editor of the *Austin American-Statesman* dated February 8, 2004, the Austin Police Department in defense of the ten officers in the "Top Ten" stated that all of these officers were assigned to the walking beat of E. Sixth Street:

"All ten officers in the 'Top Ten' were assigned to walking beat on 6th St. for much of our careers. This entertainment district is notorious for its drunkards and the associated fights. This is a high crime and high drug activity area where we are severely outnumbered at all times. Downtown officers encounter numerous physical fights on any given shift, some of the subjects turn their violence towards us when we try to stop it.Such incidents lead to the 'Use of Force' reports of which your paper spoke."

It is also revealing to see the street through the eyes of outsiders. Today, the image of Sixth Street from *Frommers*, a leading travel guide, is as follows:

"Now lined with more than 70 restaurants, galleries, theaters, nightspots and shops, Austin's former main street is still fairly deserted during the day east of Congress, where you'll see such remnants of its sleazy past as tattoo parlors and shops selling leather bondage gear...and on weekend nights a mostly young crowd throngs the sidewalks of the entire stretch for serious club crawling."

So how will the Pecan Street Owners Association make the necessary changes and improvements to solve the ills of the area?

As outlined in the proposal, the PSOA created the scope of work and clearly understands the need to take a multi-pronged approach to improving the area. First and foremost it will be critical for the PSOA, and tenants on the street to work in partnership with the Austin Police Department. Not unlike the French Quarter in New Orleans, or the Gaslamp District in San Diego, E. Sixth Street is facing issues similar to problems these areas faced ten years ago. Cooperation and a commitment by the public sector to rethink how one manages the area has been one of the most important catalysts for these now popular and successful entertainment districts.

Partnerships lead to improvements. With a clear vision, PSOA recognizes the need to work on the basics, such as cleanliness, public order and fixing "broken windows." While limited in their budget to perform such duties, early on, the organization will work closely with the DAA, PARD, Watershed Protection, Public Works and others to ensure that the public realm is maintained. Programs to enhance the area will include a sidewalk replacement program, investigating amenities such as planter baskets, signage and district identification. Enhancing the public realm to allow for and encourage sidewalk cafes, historic interpretation and activity on the street serving the numerous customer bases that exist today and in the future are critical components to the long-term viability of the area.

The infrastructure of the area is of concern as well. There are fire flow issues and electrical needs that could prohibit the renovation of a structure or the ability to get a new tenant in a building. There are numerous transit related issues that need attention, from traffic calming to bus stop improvements to wayfinding needs. Many buildings are in need of repair. The historic infrastructure is fragile and the PSOA is committed to creating ways to provide the incentive to property owners to maintain their buildings. Programs that will be looked at are façade grants, educating owners about historic tax credits and the like.

The PSOA will not kill the golden goose. The organization is committed to the music heritage of the street. In fact, the goals of the group include protecting and enhancing live music opportunities as they recruit new tenants to fill empty storefronts. Retail, soft goods and entertainment will be encouraged to support this heritage. From bohemian shops to new live music outlets, the PSOA will work hard to re-establish the brand held dear by locals and visitors alike.

Communication will be the key to the success of the district. From block captains to direct communication with property owners and tenants, the PSOA is committed to ensuring cooperation among all interested parties. In addition, the PSOA will work to create strategic partnerships on every endeavor from the Heritage Society of Austin, to the Downtown Austin Alliance, the Pecan Street Association, East Sixth Street Community Association, private corporations who have interest on the street, to the City of Austin and the like. It will only be through partnerships that the PSOA will be successful managing this exciting project.

**Pecan Street Owners Association
Management of the E. Sixth Street Public Improvement District
Proposal**

Part I: Business Organization

Pecan Street Owners Association.
211 E. 7th Street, Suite 100-L
Austin, Texas 78701

Part II: Project Concept and Solution

In 2002, a group of private E. Sixth Street property owners came together to address the escalating issues of E. Sixth Street. The group worked for over two years identifying the problems of the area and proposing solutions to overcome the very real barriers that have limited the economic vitality of the district. They formed a not-for-profit corporation, the Pecan Street Owners Association (PSOA), broadened their membership to include all of the property owners, and initiated a petition drive to form a public improvement district. Needless to say, the PSOA has been the leading force in this new initiative to create and manage the E. Sixth Street Public Improvement District.

Having created the objectives outlined in the Scope of Work, the PSOA has full knowledge of the requirements set forth in the City of Austin's RFP. This group realizes the enormous undertaking of managing the Sixth Street Public Improvement District and the long-term commitment it will take to enhance the vibrancy, offerings and future stability of the district.

Managing the PID is about perspective, long-term vision and strategy. Focusing on the details, while extremely important, cannot override the larger issues that need to be established to ensure that clear direction and vision is created, maintained and directed. The PSOA believes that it has to be the property owners who take the lead in turning the area around. Without the owners it will be difficult to achieve the long-term commitment necessary to fulfilling the vision.

Part III – Program

Public Order/Safety

It is easy to target public order and safety as the sum of the problems facing E. Sixth Street. Security, public order and safety, while an enormous undertaking and of utmost concern to everyone involved, is only one piece to the overall puzzle for the success of the district. PSOA will create a long-term comprehensive strategy with the Austin Police Department, the Downtown Rangers and the Parks Police to identify ways to work together to create an area that addresses the needs of the community at-large without taking away from the needs of the business/property owners. The long-term strategy will be to create a security/tourism/entertainment district force/network. There are numerous roles for the police department in such an entertainment district - from ambassador, to protector, to drug enforcer. Other entertainment districts around the country have created a specialized police team in order to provide a strong security

presence coupled with creating a welcoming environment that is safe, manageable and open for business. In addition, the private sector has to take an active role in this process. A priority objective will be to create a working relationship with the retail establishments (bar, restaurant, retailers) and businesses such as the hotels, office buildings and residences in the surrounding area. Training, communication and creating a strategy that enlists the help of the private sector to help manage the public space is a key objective. Whether doormen are directly linked to the police, or businesses owners work more closely with one another to identify and report suspicious activity, the overriding issue will be to increase communication among all parties to work together to create a safe and welcoming environment.

Communications/Membership

Communications is a key component to the implementation strategy for the defined scope of work. Not only will the PSOA create a comprehensive membership database with the help of Travis County Appraisal District and the City of Austin, it will also build communications with tenants, adjacent property owners/tenants, the downtown hotel community, the Austin Convention and Visitors Bureau (ACVB) and others. Part of the structure of the PSOA's Board of Directors is the assigning of a board member to each block of the district. This allows for a more personal one-on-one communication as well as providing a responsible party the critical task of ensuring their "block" understands the issues, is involved and has a direct access and input to the process. The PSOA will also create public membership opportunities over time to allow vendors, private corporations, adjacent property owners, citizens and others to take part in the revitalization of the area.

Physical Improvements

The physical nature of an area is a catalyst for vitality. Cleanliness, infrastructure and enhancements are all components of creating a welcoming, inviting and economically viable area. While the PSOA will work in partnership with the City of Austin, the Downtown Austin Alliance (DAA), the Old Pecan Street Association, the Heritage Society of Austin, ACVB and others to create this environment through new sidewalks, flower baskets, entry ways and the like, it realizes that it is the vision - the sum of the parts - that makes the package, not the individual components. In addition to the physical improvements the PSOA will seek ways to work at calming traffic, to create an environment conducive to sidewalk cafes and dining, to create a wayfinding system and to look at beautification and art projects that complement the area. PSOA will advocate, raise funds and actively create a new sense of place that is welcoming both day and night to visitors seeking a multitude of activities.

Marketing Public Relations/Strategic Partnerships

Creating strategic partnerships will be key to the success of the district. Formulating a strategy to target particular markets, create the district's competitive differentiation and aggressively marketing the area to the Austin area and future targeted out-markets will be a critical component to the success of enhancing the E. Sixth Street brand. Working strategically and capitalizing on the unique local flavor and Texas music heritage will be key in strengthening the current and future tenant base on the street, as well as meeting the expectations and delivery of the E. Sixth Street product to the consumer.

PSOA has created a strong partnership with the Old Pecan Street Association, the DAA, the ACVB, the Convention Center, the Heritage Society of Austin, and the hotels in the immediate area. A comprehensive marketing vision and strategy will be done in concert with the partners outlined as well as with E. Sixth Street tenants, East Sixth Street Community Association, vendors and others who clearly benefit from the success of the area.

In partnership with the DAA and the City of Austin, the PSOA will create and maintain a current retail database with space/land available for lease/development. The director will actively work with the real estate community, prospective tenants, building owners and the City to help recruit the tenant mix defined in the City's and DAA Downtown Retail Development Strategy. Already, the PSOA can be credited for successfully recruiting Wild About Music to E. Sixth Street. This success story adds to the vitality of the street during the day and early evening hours as well as supports the live music heritage of the area and the independent spirit that is alive and well in on the street. Currently, the PSOA is actively working with Vertigo, a local hat store. The owner recently lost her lease on Guadalupe. She had been on E. 6th Street for 19 years and left because of the deteriorating nature of the area. The owner and the PSOA are excited about the possibility of her return to the neighborhood. Other tenants currently being sought are two galleries and a photography studio that will have vintage photos for a walk-in clientele.

Future Funding

First and foremost, the PSOA will create a strategic fund-raising plan. To date, the group has raised the necessary funds for the first three years (attachment B), and will make fund-raising a high priority. The group will seek creative corporate sponsorships for "sales" producing events and will work in partnership with entertainment districts in Dallas, Ft. Worth and San Antonio to collectively capitalize on corporate partnerships. Other sustaining fund-raising ideas include the creation of a night market, the possible licensing of apparel and other items as well as ventures that support the overall vision of E. Sixth Street.

Historic Preservation

The PSOA has created a strong alliance with the Heritage Society of Austin, the Old Pecan Street Association, the History Center and the State History Museum to create a plan for the interpretation and accentuation of the historic importance of E. Sixth Street. Part of the vision is to create the ability to interpret E. Sixth Street's history in a way that activates the street during the day. Whether through interpretive markers or other elements, the PSOA sees that the history of the area is critical to its future. In addition to interpretation, the PSOA will pursue the creation of programs such as a façade loan program working closely with property owners to maintain and strengthen their historic properties.

Administration

The PSOA has begun a nationwide search for an executive director. The job description (attachment C) outlines the responsibilities and qualifications for the appropriate candidate. Once hired, the director will work with the PSOA's accountant to set up the proper accounting policies and procedures carrying out the functions of the organization, meeting the Minority and Women-Owned Business Enterprise, and

fulfilling IRS requirements for a 501(c)(6) not-for-profit corporation. As part of the DAA's financial commitment to the PSOA, Samia Burns, the DAA's staff accountant, will be working for the PSOA and the executive director.

Part IV – Project Management Structure

The PSOA is a 501(c)(6) organization with a Board of Directors, By-Laws and Articles of Incorporation. A copy of the By-Laws and Articles of Incorporation are incorporated into this proposal (attachment D.) The Board of Directors sets the policy for the organization, and the Executive Director, managed by the Board, works in partnership with volunteers to accomplish the work of the organization. In order to accomplish all that is set forth by the program of work, the PSOA created committees to address each specific area. This structure allows the executive director the ability to create effective partnerships and teams to set priorities and carry out the vision of the program. A chart of responsibilities, committee structure is provided in this proposal (attachment E).

Currently the committees consist of:

Public Order/ Security

Marketing/ Fund-Raising

Historic Preservation & Accentuation

Membership/ Communications

Vitality/ Infrastructure (streetscape, traffic, etc)

Government Relations

The group has also created an action plan for the committees listing the priorities of the group at this time (attachment F).

Technically speaking, the PSOA will be housed at the DAA offices. While the PSOA will maintain complete autonomy, the group felt this co-housing arrangement was a win/win for the organization. The DAA and staff bring a wealth of information regarding downtown to the table that is mutually beneficial to both organizations. The executive director will have his/her own office equipment and phone and is expected to be on the street, more often than not, implementing the strategy.

At this time there is no current thought to having outside subcontractors as part of the proposal. Over time the organization respectfully requests the ability to look to the private sector for event management, soft goods licensing, cleaning/ maintenance and construction contracting among other things.

Part V – Prior Experience

The PSOA is a newly formed not-for-profit corporation and the organization has no prior experience. The Board of Directors, however, brings a wealth of information, enthusiasm and expertise to the organization. Jerry Creagh, Terry Boothe, Carl Daywood and Shannon Sedwick, each bring over 20 years of ownership, business expertise and experience on E. Sixth Street to the table. In addition, newer owners such as John Rosato and Gary Manley also sit on the DAA Board of Directors and clearly understand the long-term nature of such an endeavor. Others such as Don Garner, John Ippolito, Rony Kahan, and Ron Flores are relatively newcomers who have the energy, commitment and investment to work on this project. In addition, the new executive

director will come to the position with a proven track record in downtown management.

Part VI – Personnel

The PSOA will hire one full-time executive director to manage this project. Currently, the organization is actively searching for a well-qualified candidate to lead this effort.

Part VII – Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying

The PSOA can and will fully comply with this requirement.

Part VIII – Proposal Acceptance Period

The PSOA proposal is valid for a minimal period of one hundred and twenty (120) days subsequent to the RFP closing date.

Part IX – Proprietary Information

The PSOA understands the information provided in their packet becomes public property.

Part X – Authorized Negotiator

John Rosato
824 W 10th Street, Suite 101
Austin, Texas 78701
(512) 784-4430

Part XI – Budget

The PSOA prepared the budget as outlined in the RFP. A revised budget is included in this proposal (attachment G.)

The budget allocations are reflective of the program area percentages as set forth in the RFP. The PSOA recognizes that there will be a slight shift in years three, four and five with regard to the \$125,000 allocation. This shift is a small percentage increase in the physical improvements program and a decrease in membership/communications. We recognize that this change will be reflective of an organization whose membership and communications will be set-up in the first two years and physical improvements will begin to take more time in the later three years of this program budget.

The budgetary amount of \$125,000 is recognized by the PSOA as a starting point for the organization. By year three, PSOA strongly believes that private fund-raising for operational expenses will allow the organization to increase its capabilities. In addition, the organization is committed to raising dollars for infrastructure improvements such as new sidewalks through currently unexplored partnerships with the City of Austin such as parking meter revenue sharing and with Capital Metro to leverage transportation infrastructure in the immediate area. These types of public/private partnerships to leverage interest and dollars will be the key to successfully improving the physical conditions on the street.

PECAN STREET OWNERS ASSOCIATION BOARD OF DIRECTORS

There are thirteen Board of Director positions for the Association. Nine of the positions must be the legal record owner or owners legal representative or real property in the E. Sixth Street Public Improvement District. Two of the positions are at-large, one is from a downtown hotel (as defined in the By-Laws) and the final position is from the Austin Convention & Visitors Bureau (ACVB).

The Board positions are two-year terms. However, since this is the first Board of Directors, the terms will be staggered.

Tim Jarvis, Merit Texas Properties	100 Block of E. Sixth	1 year term
John Rosato, Southwest Strategies	200 Block of E. Sixth	2 year term
Gary Manley, Iron Cactus	300 Block of E. Sixth	1 year term
Jerry Creagh, Creagh Investments	400 Block of E. Sixth	2 year term
Terry Boothe, T. Boothe Commissions Co.	500 Block of E. Sixth	1 year term
Carl Daywood, Carl Daywood Realtors	600 Block of E. Sixth	2 year term
Ron Flores, Oscar & Thor Inc.	700 Block of E. Sixth	1 year term
Don Garner,	Property Owner	2 year term
Shannon Sedwick, Esther's Follies	Property Owner	1 year term
John Ippolito, Property Owner	At-Large	1 year term
Rony Kahan, Property Owner	At-Large	2 year term
Andy Slater, Hilton Hotel	Hotel Representative	1 year term
Bob Lander, ACVB	ACVB	2 year term

PSOA's Outside Funding Sources

Funding Source	Cash	In-Kind	Description of In-Kind Services
Downtown Austin Alliance	11,336.00	8,664.00	Office space overhead, accounting staff services
Hilton Hotel	10,000.00		
Driskill Hotel	5,000.00		
Littlefield/Scarborough	1,000.00		
Convention Center		15,000.00	Events, meeting space, marketing
ACVB		10,000.00	Printing, marketing services
Sub-Total	27,336.00	23,664.00	
Total In-Kind & Cash	51,000.00		

**Pecan Street Owners Association
Sixth Street Executive Director
Job Description**

The Executive Director shall be the managing officer of the Pecan Street Owners Association. The Director shall work closely with property owners and tenants to accomplish the goals of the organization, and shall be responsible for the following:

Operations

Direct the day to day operations of the organization. Create annual business plan, budget, and establish and maintain organization's database(s).

Tenant & Merchandising Mix

Work to create a tenant strategy. Define tenant mix with the aid of the Downtown Retail Development Strategy, utilizing the strengths of existing tenants and undertake proactive marketing efforts to sell Sixth Street opportunities to defined tenant mix. Develop targeted tenant goals that will create synergy and help achieve customer mix, engender live music and musical heritage of the district. Work closely with local brokerage community to engage them in selling Sixth Street to targeted tenants.

Marketing/Public Relations

Create and implement a marketing plan with a brand and message development that addresses the negative public perception of Sixth Street; promotes the unique historic character of the area, and supports the live music, entertainment district brand of E. Sixth Street

Fundraising

Create a strategic fund-raising strategy. Responsible for the on-going efforts to raise funds through grant writing, special event production, sponsorships PID renewal, and membership contributions.

Event Management

Direct, plan and produce special events for the district that generate sales to the businesses, funds to the organization, creates new partnerships and sponsorship opportunities, and positive publicity for the district.

Government Relations

Work closely with elected officials, City, County, Capital Metro, State, and other applicable agencies employees to accomplish the goals of the organization. Create outreach program for elected officials, and close working relationships with targeted organizations. Work on regulatory barriers and other issues of concern.

**PSOA Job Announcement
Executive Director
E. Sixth Street Entertainment District
Austin, Texas**

An outstanding opportunity to be part of the revitalization of one of the most exciting, well-branded, historic entertainment district's in the country. The internationally known E. Sixth Street Entertainment District in downtown Austin, Texas, is seeking its first Executive Director. The Board is seeking a full-time Director to work closely with property owners and tenants in the district, local government officials and the local brokerage community on a variety of issues related to the success of this area. A proven track record in downtown management, preferably in an entertainment district, or similar organization is required. The ideal candidate will have a successful record of experience in marketing and public relations, management, fund-raising, real estate brokerage and development, historic preservation, and working closely and successfully with law enforcement and other government agencies. Must demonstrate strong leadership and communication skills, and the ability to work in a multi-faceted environment with diverse personalities. Salary and benefits package will be tied to experience. Please fax or email resumes by October 1, 2004 to Molly Alexander, Associate Director of the Downtown Austin Alliance (512) 477-7456 or email her at molly@downtownaustin.com

PSOA's Evaluation Criteria for Executive Director

Measurable Objective	Timeframe
<i>City of Austin/Public Safety</i>	
Create working group to solve/find solutions to the problems on E. 6th Street including transportation, public order, enforcement, special events, etc. Define goals, and create measureable objectives for committee	3 months
Create ombudsman program with defined City of Austin departments to effectively work with property owners and tenants on development, tenant issues, accessibility and vitality issues, transportation, etc.	3 months
<i>Marketing/Public Relations/Fundraising</i>	3 months
Create a marketing plan and public relations strategy re-branding/re-positioning the street	6 months
Create tenant mix plan/strategy	6 months
Develop relationship with real estate brokers/developers	6 months
Develop marketing pieces to promote/sell the street to potential new tenants	9 months
Work with existing tenants providing educational opportunities, information and expansion options to meet the tenant mix strategy	9 months
Develop strategy and market E. 6th Street to defined tenant mix	1 year
Create financial strategy for self-sufficiency in three years	1 year
Develop relationship with private sector/corporate sponsorship/involvement	6 months
Create promotional opportunities for target market (tourists, families, etc)	6 months
Define special event needs/opportunities for E. Sixth Street benefiting the tenants, property owners and the City of Austin	1 year
Ensure annual funding support from the City of Austin and first-round contributors is maintained	6 months
<i>Historic Preservation</i>	9 months
Create historic preservation/accentuation plan working with interested parties including City of Austin, Austin Heritage Society, ACVB, others including the Texas State History Museum, Austin Past & Present, the Austin History Center, etc.	3 months
Prioritize plan and create 1-3 projects that can be implemented quickly that have visible results	1 year
Create working relationship with Old Pecan Street Assoc. and define collaborative projects	1 year

BYLAWS
OF
PECAN STREET OWNERS ASSOCIATION

ARTICLE I
NAME AND PURPOSE

1.1 Name. The name of the corporation is Pecan Street Owners Association (the "Corporation").

1.2 Purpose. The Corporation is formed for the specific purposes stated in its articles of incorporation. Such purposes shall be carried out for the common good and general welfare of the citizens of Austin, Texas, as a whole and not for the special benefit of any private entity or group.

ARTICLE II
OFFICES

2.1 Registered Office and Agent. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the office of the Secretary of State of the State of Texas.

2.2 Other Offices. The Corporation may have offices at such other places, within the Public Improvement District in Austin, Texas, as hereinafter defined, as the Board of Directors of the Corporation (the "Board") may from time to time determine.

ARTICLE III

MEMBERS

3.1 Qualifications. The Corporation shall be a membership organization. A Member (herein so called) is the record owner of a tract or parcel of assessable real property on the records of the Travis Central Appraisal District that is located within the East Sixth Street Public Improvement District (the "Public Improvement District") created, or to be created, by the City of Austin, Texas (the "City") pursuant to a petition submitted to the City by certain of the owners of real property located within the boundaries of the Public Improvement District. Each record owner of real property assessed in the Public Improvement District (the "Owners") shall automatically be a Member of the Corporation without further act, and without dues or other requirements, for so long as he, she, or it remains a record owner of real property located in the Public Improvement District; and each person or entity who or which acquires record ownership of assessable property within the Public Improvement District will automatically become a Member upon his, her, or its acquisition of such real property. The secretary of the Corporation shall maintain a list of Members and make this list available to all Members upon request.

3.2 Certificates of Membership. The Board may provide for the issuance of certificates or other instruments evidencing membership in the Corporation.

3.3 Voting Rights. The Members shall be entitled to vote on the following matters pertaining to the Corporation:

- (a) Specific Matters. Each Member shall be entitled to vote (i) for the election of Directors, as provided in these bylaws; (ii) on the matters specified in paragraph (b) of

this Section 3.3 below; and (iii) on such other matters as may be brought to a vote of the Members from time to time by the Board at its discretion.

(b) Matters of General Application. In addition to the election of Directors as provided in paragraph (a) of this Section 3.3 above, all Members shall be entitled to vote on the following matters:

- (i) the merger or consolidation of the Corporation;
- (ii) the sale, lease, or exchange of substantially all of the Corporation's assets;
- (iii) the dissolution of the Corporation and a plan of dissolution; and
- (iv) all other matters brought to a vote of the Members by the Board.

(c) Representatives. Each Member that is an entity shall be permitted to act through its duly authorized representative.

3.4 Sanction, Suspension, or Expulsion of Members. The Board may impose reasonable sanctions on a Member, or suspend or expel a Member from the Corporation, for failing or refusing to pay when due any assessment due and owing on any real property owned by such Member that is located within the Public Improvement District. The Board may delegate powers to a regular or ad hoc committee of Directors to oversee this issue, make recommendations to the Board, or take action on behalf of the Board. The Board or a committee designated by the Board to handle a matter involving sanctioning, suspension, or expulsion may not take any action against a Member without giving the Member adequate notice of default and an opportunity to cure the default within a reasonable time (as determined by the Board) after receipt of the notice.

3.5 Transfer of Membership. Membership in the Corporation is not assignable except membership will pass automatically to any person or entity who or which acquires record ownership of a parcel or tract of property within the Public Improvement District.

ARTICLE IV

MEETINGS OF MEMBERS

4.1 Annual Meeting. An annual meeting of the Members shall be held in September of each year. At the annual meeting, the Members shall elect Directors of the Corporation and conduct such other business as may properly come before such meeting.

4.2 Notice of Annual Meetings. Written or printed notice of the annual meeting of Members shall be delivered to each Member not less than twenty (20) nor more than fifty (50) days before the date of the meeting. The notice shall state the place, day, and time of the meeting. Notice shall be given by or at the direction of the Board chair or secretary of the Corporation.

4.3 Special Meetings. Special meetings of the Members may be held from time to time whenever called by the secretary of the Corporation upon the direction of the Board chair or in his or her absence by a vice chair or upon written request of at least one-third (1/3) of the Members; and it shall be the duty of the secretary to give sufficient notice of such meetings to the Members in person or by mail to enable the Members so notified or their authorized representatives to attend such meetings.

4.4 Place of Meeting. The Board may designate any place within Austin, Texas, as the place of meeting for the annual or any special meeting of Members.

4.5 Quorum. At any meeting of Members, a quorum shall exist if at least one-third (1/3) of the Members attend the meeting in person or by proxy. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business at such meeting even if enough Members leave the meeting so that less than a quorum remains. If a quorum is not present at any time during a meeting, a majority of the Members present may adjourn and reconvene the meeting one time without further notice.

4.6 Actions of Membership. A majority of the total number of votes cast by Members pursuant to these bylaws shall be sufficient to constitute the act of the membership, provided that a quorum is or was present, unless the vote of a greater number is required by law or these bylaws.

4.7 Proxies and Authorized Representatives. A Member entitled to vote may vote by proxy executed in writing by the Member. For purposes of this Article IV and all other purposes, a Member can vote and act in all ways through an authorized representative who is delegated the authority to so vote and act on behalf of the Member in a writing duly executed by such Member, and such an authorized representative shall be treated as a Member in attendance for the purposes of the quorum requirements.

ARTICLE V

BOARD OF DIRECTORS

5.1 General Powers. Subject to the limitations of the Articles of Incorporation and these bylaws with respect to powers granted to Members, the affairs of the Corporation shall be managed by its Board. The Board may exercise all powers granted to the Corporation and do all

lawful acts required by the affairs of the Corporation, so long as the exercise of such powers and the doing of such acts are consistent with the Corporation's prescribed purposes.

5.2 Number and Election. The Board shall consist of thirteen (13) persons as follows:

(a) Member Directors. At the first annual meeting of the Members, the Members shall elect nine (9) persons to serve on the Board who are duly authorized representatives of Members.

(b) Other Directors. At the first annual meeting of Members, the Members shall elect four (4) persons to serve on the Board as follows: (i) two (2) persons to serve as at-large Directors, (ii) one (1) person representing the Austin Conventions and Visitors Bureau (as designated by the Austin Conventions and Visitors Bureau) and (iii) one (1) person representing a hotel in the area bounded on the north by Sixth Street, on the east by IH-35, on the south by Town Lake, and on the west by Guadalupe Street.

(c) Advisory Directors. The Board may appoint Advisory Directors who shall serve ex officio as members of the Board but who shall not be entitled to vote on any matter voted upon the Board.

5.3 Tenure. Each Director shall serve for his or her term of office and until his or her successor shall have been duly elected and qualified or until death, resignation, incapacity, or removal. Each Director's term shall be for two (2) years; provided, however, that the persons elected at the first annual meeting of the Members shall draw lots to determine whether their respective terms shall be for one or two years, such that the terms of office of one-half of the Directors shall expire each year. A person selected as a representative of the Austin Conventions and Visitors Bureau shall serve until his or her successor shall have been named by the Austin

Conventions and Visitors Bureau. A Director may serve for more than one term and may be elected for unlimited successive terms.

5.5 Vacancies. A vacancy shall be declared in any seat on the Board upon: (a) a Director missing two (2) consecutive Board meetings or more than one-third (1/3) of the Board meetings in any fiscal year and the Board does not vote to reinstate such Director by a majority vote, (b) the death or resignation of the occupant thereof, (c) the disability of any occupant rendering him or her permanently incapable of participating in the management and affairs of the Corporation, or (d) removal for cause by the affirmative vote of two-thirds (2/3) of the Directors (other than the Director being voted on) then serving at a special meeting of the Directors called for such purpose. For this purpose, "cause" for removal shall be deemed to exist if a Director willfully and materially breaches or habitually neglects his or her duties as a Director of the Corporation, is grossly negligent in carrying out his or her duties as a Director, engages in fraud on the Corporation, engages in any other act materially detrimental to the best interests of the Corporation, or is convicted of a felony. In the event of a vacancy in any seat on the Board, the remaining Directors, although less than a quorum, shall, as soon as reasonably possible, eliminate such vacancy by selecting a new person to be Director for the remainder of the no-longer serving Director's term;.

5.6 Annual Meeting. The annual meeting of the Board shall be held in September of each year and if not so held, then as soon thereafter as convenient. At such meeting, officers shall be elected, annual reports considered and acted upon, and such other business as shall properly come before the meeting shall be transacted.

5.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall from time to time be determined by the Board. At least ten (10) days notice of each regular meeting shall be given to each Director.

5.8 Special Meetings. Special meetings of the Board shall be held whenever called by the secretary of the Corporation upon the direction of the Board chair or in his or her absence by the vice chair or upon the written request of any three (3) Directors; and it shall be the duty of the secretary to give sufficient notice of such meetings in person or by mail, telephone, facsimile transmission, or electronic mail communication to enable the Directors so notified to attend such meetings.

5.9 Quorum for Meetings. A majority of the Directors shall constitute a quorum for the transaction of business at all meetings convened according to these bylaws. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by law, the articles of incorporation, or these bylaws. For purposes of calculating a quorum, in the event there is any vacancy on the Board, such position shall not be included in the calculation.

5.10 Telephone Attendance. At any meeting of the Board, a Director may attend by telephone, video conferencing, or other similar means of communication, provided the means permits the Director personally to participate in the meeting. A Director so attending shall be deemed to be present at the meeting for all purposes, including a determination of whether a quorum is present.

5.11 Notice. It shall be the duty of the secretary to give sufficient notice of all regular and special meetings to enable the Directors so notified to attend such meetings. Whenever

under any provision of an applicable statute, the articles of incorporation, or these bylaws, notice is required to be given to a Director and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing by mail, postage prepaid, addressed to such Director at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be deposited in the United States mails as aforesaid. Notice to Directors may also be given by telephone, facsimile transmission or electronic mail communication and shall be deemed given at the time the telephone message, facsimile transmission or electronic mail shall reach and be communicated to a Director.

5.12 Waiver of Notice. Notice of a meeting may be waived if before or after the meeting each of the Directors not present signs a written waiver of notice or consent to the holding of such meeting, or in writing approves the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

5.13 Attendance as Waiver. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.14 Business to be Transacted. The business to be transacted at any annual, regular, or special meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law.

5.15 Consent to Action. All actions taken at a meeting of the Board which is not regularly called or noticed shall be valid as if taken at a meeting regularly called and noticed if all Directors consent in one of the following manners: either by a writing on the records of a meeting of the Board filed with the secretary, or by presence at such meeting and oral consent entered in the minutes of such meeting, or by taking part in the deliberations undertaken at such meeting without objection. At such meeting any business may be transacted which is not excepted from the written consent or which is not objected to at such meeting for want of notice. If any meeting of the Board is irregular for want of notice, the proceedings may be ratified, approved and rendered valid, and the irregularity or defect therein waived, by a writing signed by all Directors, provided a quorum was present at such meeting.

5.16 Action Without a Meeting. Any action required to be taken at a meeting of the Directors of the Corporation, or any action which may be taken at a meeting of the Directors of the Corporation or of any committee, may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the Directors, or all of the members of the committee, as the case may be.

5.17 Compensation. Directors, in their capacity as Directors, shall not receive any stated salaries for their services.

ARTICLE VI

GENERAL OFFICERS

6.1 Election, Term and Removal. The Board shall nominate and elect officers. The officers of the Corporation shall include a Board chair, a vice chair, a president, a secretary, a treasurer, and such other officers as may be determined and selected by the Board. The officers

shall hold office until their successors are elected at a meeting of the Board called for such purpose and such successors qualify, provided that any office will become vacant upon the death, resignation, removal, or disqualification for any reason of the officeholder. Any officer elected or appointed by the Board may be removed by the Board at any time with or without cause whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer shall not of itself create contract rights.

6.2 Attendance at Board Meetings. The Board chair, and in his or her absence the vice chair, shall call meetings of the Board to order, and shall act as chair of such meetings, and the secretary of the Corporation shall act as secretary of all such meetings, but in the absence of the secretary, the chair may appoint any person present to act as secretary of the meeting.

6.3 Duties; Qualifications. The principal duties of the several officers are as follows:

(a) Chair. The Board chair shall preside at meetings of the Board, and shall perform such other tasks as may be prescribed from time to time by the Board or as are appropriate to this position. The Board chair must be a member of the Board.

(b) Vice Chair. The vice chair shall discharge the duties of the chair of the Board in the event of his or her absence or disability for any cause whatever, and shall perform such additional duties as may be prescribed from time to time by the Board. The vice chair must be a member of the Board.

(c) President. The president shall be the chief executive officer of the Corporation and shall have general charge and supervision of the day-to-day administration and management of the affairs and business of the Corporation. The president shall see that

all orders and resolutions of the Board are carried into effect and shall perform such other duties as may be prescribed from time to time by the Board.

(d) Secretary. The secretary shall have charge of the records and correspondence of the Corporation under the direction of the Board chair, shall be the custodian of the seal, if any, of the Corporation, shall give notice of and attend all meetings of the Board, shall take and keep true minutes of all meetings of the Board, and shall discharge such other duties as shall be assigned to him or her by the president or the Board. In case of the absence or disability of the secretary, the Board may appoint an assistant secretary to perform the duties of the secretary during such absence or disability. The secretary must be a member of the Board.

(e) Treasurer. The treasurer shall keep account of all money, credits, and property of the Corporation and keep an account of all money received and discharged. In general, the treasurer shall perform all the duties which are incident to the office of treasurer, subject to the Board, and shall perform such additional duties as may be prescribed from time to time by the Board. The treasurer shall give bond only if required by the Board. In case of absence or disability of the treasurer, the Board may appoint an assistant treasurer to perform the duties of the treasurer during such absence or disability. The treasurer must be a member of the Board.

6.4 Compensation. The compensation of the president, if any, shall be fixed from time to time by the Board. All other elected officers shall serve without compensation.

ARTICLE VII

APPOINTIVE OFFICERS AND AGENTS

The Board may appoint such officers and agents in addition to those provided for in Article VI as may be deemed necessary, who shall have such authority and perform such duties as shall from time to time be prescribed by the Board. All appointive officers and agents shall hold their respective offices or positions at the pleasure of the Board, and may be removed from office or discharged at any time with or without cause; provided that removal without cause shall not prejudice the contract rights, if any, of such officers and agents.

ARTICLE VIII

COMMITTEES

8.1 Executive Committee. The Board may by resolution designate an Executive Committee consisting of the Board chair, the vice chair, the secretary, the treasurer, and such other persons as may be designated in the resolution. The Board chair shall serve as Chair of the Executive Committee if an Executive Committee is established by the Board. The Executive Committee, to the extent provided in the resolution, shall have and may exercise all the authority of the Board in the management of the Corporation, except that the Committee shall have no authority to amend the articles of incorporation; adopt a plan of merger or consolidation; approve the sale, lease, exchange, mortgage, or other disposition of all or substantially all of the property and assets of the Corporation, or a voluntary dissolution thereof; amend, alter, or repeal any provision of these bylaws; elect or remove Directors or officers of the Corporation, or members of the Executive Committee; or amend, alter, or repeal any resolution of the Board which, by its terms, provides that it shall not be amended, altered, or repealed by the Executive Committee.

The Board shall have power at any time to fill vacancies in, to change the size or membership of, and to discharge the Executive Committee. The Executive Committee shall keep a written record of its proceedings for the corporate records.

8.2 Nominating Committee.

(a) Number, Qualification. The Board may by resolution designate a Nominating Committee.

(b) Procedure for Nominations. Prior to the annual meeting of Members each year, the Nominating Committee shall meet and select one nominee for each upcoming Director vacancy to be filled by election on the Board. This slate of nominees shall be presented to the Board chair prior to the annual meeting of Members. The chair shall cause the slate to be published with the secretary's notice of the annual meeting of Members. Additional nominations may be made by any Member in person at the annual meeting.

(c) Nominating Considerations. The Nominating Committee shall ascertain that each nominee placed on the slate satisfies the qualifications for the position as enunciated in these bylaws. In addition, the Nominating Committee shall verify that the nominee has agreed to accept the responsibilities of the Directorship. Finally, in selecting the nominees, the Nominating Committee shall strive to maintain a diverse representation on the Board so that the interests of Members in all areas of the Public Improvement District may be represented.

8.3 Other Committees. The Board, by resolution, may designate one or more other committees, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the Corporation. The designation of such

committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed on it or him by law.

8.4 Advisory Boards or Committees. Advisory boards or committees not having and exercising the authority, responsibility, or duties of the Board in the management of the Corporation may be designated by a resolution adopted by the Board. Except as otherwise provided in such resolution, members of each such advisory board or committee need not be Directors of the Corporation, the Board chair shall appoint the members thereof, and any member thereof may be removed by the Board chair whenever in the chair's judgment the best interests of the Corporation shall be served by such removal.

8.5 Term of Office. Each member of a committee or advisory board or committee shall continue as such until the next annual meeting of the Board of the Corporation and until his or her successor is appointed, unless the board or committee is sooner terminated, or unless such member is removed from such board or committee or unless such member shall cease to qualify as a member thereof.

8.6 Chair. Unless otherwise provided in the resolution of the Board designating a committee or advisory board or committee, one or more members of each committee or advisory board or committee shall be appointed chair, or co-chair, by the person or persons authorized to appoint the members thereof.

8.7 Vacancies. Vacancies in the membership of any committee or advisory board or committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.8 Quorum; Manner of Acting. Unless otherwise provided in the resolution of the Board designating a committee or advisory board or committee, a majority of the committee or advisory board or advisory committee shall constitute a quorum, and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee or advisory board or advisory committee.

8.9 Rules. Each committee or advisory board or committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board.

ARTICLE IX

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

9.1 Contracts. The Board may authorize any officer or officers, or agent or agents, of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

9.2 Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the president and countersigned by the treasurer of the Corporation, except where the amount of the instrument is less than \$500, in which case the signature of either of the president or the treasurer shall be sufficient.

9.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

9.4 Investments. The Corporation shall have the right to retain all or any part of any property, real, personal, tangible, or intangible, acquired by it in whatever manner, and pursuant to the direction and judgment of the Board, to invest and reinvest any funds held by it without being restricted to the class of investments available to Directors by law or any similar restriction; provided, however, that no action shall be taken by or on behalf of the Corporation if such action would result in denial or revocation of the Corporation's exemption from federal income taxation under the Internal Revenue Code and its regulations.

ARTICLE X

AMENDMENT OR REPEAL

These bylaws may be amended, altered or repealed by a vote of two-thirds (2/3) of the Directors.

ARTICLE XI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Directors and officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative, or investigative proceedings) arising out of their service to the Corporation or to another organization or enterprise at the Corporation's request. Persons who are not Directors or officers of the Corporation may be similarly indemnified in respect of such service to the extent authorized at any time by the Board. The Corporation may

at any time, to the extent authorized by the Board, take such steps as may be deemed appropriate by the Corporation, including purchasing and maintaining insurance, entering into contracts (including, without limitation, contracts of indemnification between the Corporation and its Directors and officers), creating a trust fund, granting security interests, or using other means to insure the payment of such amount as may be necessary to effect such indemnification. Neither the amendment nor repeal of this Article XI shall affect any right of protection of a person with respect to any act or omission occurring prior to the time of such repeal or modification. The indemnification provided by this Article XI shall not be deemed exclusive of any other rights to which a Director or officer or former Director or officer may be entitled under any bylaw, agreement, insurance policy, or otherwise.

ARTICLE XII

MISCELLANEOUS

12.1 Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board.

12.2 Invalid Provisions. If any part of these bylaws is held invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall remain valid and operative.

12.3 Headings. The headings used in these bylaws are for convenience only and do not constitute matter to be construed in the interpretation of these bylaws.

12.4 Gender. Whenever the context requires, all words in these bylaws in the male gender shall be deemed to include the female gender, all singular words shall include the plural, and all plural words shall include the singular.

THE UNDERSIGNED HEREBY CERTIFIES that the foregoing is the Bylaws of said Corporation, adopted as of the _____ day of _____, 2004.

Secretary

ARTICLES OF INCORPORATION
OF
PECAN STREET OWNERS ASSOCIATION

The undersigned, being a natural person of the age of eighteen years or more, acting as the incorporator of a corporation (hereinafter called the "**Corporation**") under the Texas Non-Profit Corporation Act (the "**Act**"), does hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE ONE

The name of the Corporation is Pecan Street Owners Association.

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

The purpose for which the Corporation is organized is to act as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "**Code**") or the corresponding provision of any future United States Internal Revenue law. The Corporation shall promote a common business interest and shall not engage in a regular business of a kind ordinarily carried on for profit. The Corporation's activities will be directed to the improvement of business conditions for one or more lines of business rather than the performance of particular services for individual persons. More specifically, the Corporation shall work:

- (a) To advocate for the preservation and enhancement of the unique historical character of the Sixth Street district in Austin, Texas;
- (b) To create a vibrant mixed-use district in the Austin Sixth Street district, whose diverse offerings are a strong asset appreciated by both local citizens and visitors alike;
- (c) To make the Austin Sixth Street district an important economic and cultural asset to the community for today and future generations; and

(d) To do all other things permitted under the Act that may be necessary or desirable to effect the foregoing.

ARTICLE FIVE

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Code Section 501(h)), and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these articles of incorporation, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Code Section 501(c)(6) (or by the corresponding section of any future United States Internal Revenue law) or by a corporation contributions to which are deductible under Code Section 170(c)(2) (or by the corresponding section of any future United States Internal Revenue law).

ARTICLE SIX

The street address of the initial registered office of the Corporation is _____, and the name of its initial registered agent at such address is _____.

ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is _____ and the name and address of each person who is to serve on the initial Board of Directors are as follows:

<u>Name</u>	<u>Mailing and Street Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE EIGHT

The Corporation's members shall be property owners in the public improvement district in the Sixth Street district of Austin, Texas, with all membership attributes being more fully described in the Corporation's Bylaws.

ARTICLE NINE

To the fullest extent permitted by applicable law, a director of the Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director of the Corporation to the extent the director is found liable for:

- (a) a breach of the director's duty of loyalty to the Corporation;
- (b) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- (d) an act or omission for which the liability of a director is expressly provided by an applicable statute.

Any repeal or amendment of this Article by the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article, a director shall not be liable to the Corporation to such further extent as permitted by any law hereafter enacted, including without limitation, any subsequent amendment to the Texas Miscellaneous Corporation Laws Act or the Texas Non-Profit Corporation Act.

ARTICLE TEN

The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (a) is or was a director or officer of the Corporation or (b) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a director or officer under the Act, as the same exists or may be amended. Such right shall be a contract right and shall include the right to be paid or reimbursed by the Corporation for expenses

incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same exists or may be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Act, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors or any committee thereof, special legal counsel, or members, if any) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its board of directors or any committee thereof, special legal counsel, or members, if any) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of the person's heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members, if any, or directors, agreement, or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article Eleven shall extend to proceedings involving the negligence of such persons. The Corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Corporation may purchase and maintain insurance on behalf of any person who is serving the Corporation (or another entity at the request of the Corporation) against any liability asserted against the person and incurred by the person in such a capacity or arising out of his status as such a person, whether or not the Corporation would have the power to indemnify him against that liability under this article or by statute. Notwithstanding the foregoing, no person shall be indemnified pursuant to the provisions of this article and no insurance may be maintained on behalf of any person if such indemnification or maintenance of insurance would subject the Corporation or such person to income or excise tax under the Code, including any tax asserted under Chapter 42 of the Code. As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitral, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE ELEVEN

Upon the dissolution of the Corporation, after paying or making provision for payment of all of the liabilities of the Company in accordance with any prior legal agreements, the Company's assets shall be distributed for one or more exempt purposes within the meaning of Code Section 501(c)(6) (or the corresponding section of any future United States Internal Revenue law) or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of

competent jurisdiction, in the county in which the principal office of the Corporation is then located exclusively for the purposes described herein.

ARTICLE TWELVE

The name and address of the incorporator are as follows:

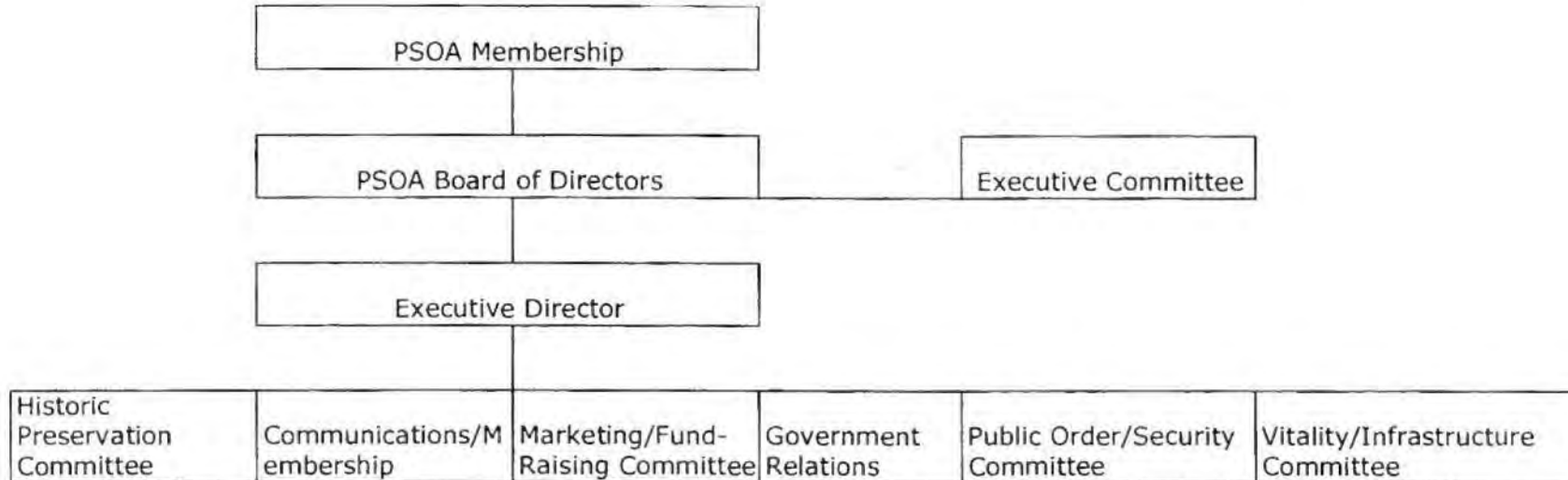
Name

Mailing and
Street Address

SIGNED this ____ day of _____, 2004.

Name: _____

PSOA Chart of Responsibilities



**PSOA Sixth Street Action Plan
Critical Focus Areas**

I. Security / Public Order

Lead: Jeff Trigger & John Rosato

Create a plan that addresses the following issues

- APD resource allocation
- Goodwill ambassador mentality
- 24 Hour Enforcement
- Community input
- Accountability
- Specialized training
- Working relationship with APD / community
- Review of ordinances / SOP
- Public education

Self Help

- Private security
- Pro-active tenant recruitment
- Security consultant
- Communications strategy

II. Historic Preservation / Accentuation

Lead: Terry Boothe & Alex Pope

Create a plan that addresses the following issues

- Historic Vision
- District identification – signage / entry ways
- Restoration issues – incentives, tax advantages, etc
- Review of ordinances

III. Infrastructure Enhancement / Vitality

Lead: Carl Daywood

Create a plan that addresses the following issues

- Cleanliness
- Sidewalks
- Street life – outdoor cafes, retail, etc
- Utility upgrades
- Pedestrian issues (canopies / lighting, etc)
- Maintenance
- Review of ordinances

IV. Accessibility

Lead: Rony Kahan

Create a plan that addresses the following issues

- Traffic flow / issues / routing
- Pedestrian access
- Linkages
- Slowing down traffic
- Parking
- Mass Transit

V. Marketing / Public Relations

Leads: Shannon Sedwick

Create a plan that addresses the following issues

- Change public perception of Sixth Street
- Promotions / Special Events Plan
- Historic publications / marketing
- Define tenant mix & market to defined mix
- Create a brand / logo & message development

VI. Government Relations

Lead: Dennis McDaniel and Andy Slater

Create a plan that addresses the following issues

- Regulatory barriers
- Downtown ombudsman
- City Council outreach
- Outreach to other targeted organizations (Chamber)
- Review ordinances
- Create strategic alliances (ACVB)

PECAN STREET ASSOCIATION
FIVE YEAR SERVICE PLAN
OCTOBER 1, 2004 TO SEPTEMBER 30, 2009

Table A FIVE YEAR REVENUE PROJECTIONS

SOURCE	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
Total Valuation	123,626,774	123,626,774	123,626,774	123,626,774	123,626,774
Assessment Base	39,503,965	39,503,965	39,503,965	39,503,965	39,503,965
Assessment Rate	10/100	10/100	10/100	10/100	10/100
Total Assessments	39,504	39,504	39,504	39,504	39,504
Collection Rate	96%	96%	96%	96%	96%
Assessment Revenue	37,804	37,804	37,804	37,804	37,804
CONTRIBUTION REVENUES					
SOURCE	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
City of Austin	43,500	43,500	43,500	43,500	43,500
Prior Year Revenue, Interest & late Pmt	-	-	-	-	-
Total	43,500	43,500	43,500	43,500	43,500
Other Revenues					
SOURCE	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
Donations	48,000	48,000	48,000	48,000	48,000
Sponsorships	-	-	-	-	-
Events	-	-	-	-	-
Total	48,000	48,000	48,000	48,000	48,000
TOTAL ANNUAL REVENUES					
SOURCE	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
Assessment Revenues	37,804	37,804	37,804	37,804	37,804
Contribution Revenues	43,500	43,500	43,500	43,500	43,500
Less: Reserve for Revenue Collection	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)
Other Revenues	48,000	48,000	48,000	48,000	48,000
Total	125,304	125,304	125,304	125,304	125,304

Table B FIVE YEAR EXPENDITURE PROJECTIONS

PROGRAM	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
SECURITY	25,061	25,061	25,061	25,061	25,061
COMMUNICATION/MEMBERSHIP	18,796	18,796	15,036	15,036	15,036
PHYSICAL IMPROVEMENT	18,796	18,796	22,555	22,555	22,555
MARKETING/FUND RAISING	25,061	25,061	25,061	25,061	25,061
HISTORIC PRESERVATION	18,796	18,796	18,796	18,796	18,796
ADMINISTRATION	18,796	18,796	18,796	18,796	18,796
TOTAL EXPENDITURE	125,304	125,304	125,304	125,304	125,304



REQUEST FOR PROPOSAL ADDENDUM

RFP NO. M005300003 ADDENDUM NO. 1 DATE OF ADDENDUM: 10/15/04
Management of the East 6th Street Public Improvement District

This Request for Proposal is hereby amended as follows:

1. Proposer must submit four copies of the proposal- one original and three copies.
2. All other terms and conditions remain the same.

Approved: signed copy available in the Purchasing Office

Mick Osborne, Sr. Buyer, (512) 974-2995
Finance and Administrative Services Dept.
Purchasing Division
P.O. Box 1088
Austin, Texas 78767-8845

Acknowledged: Pecan Street Owners
Proposer/Firm Association

John Rosato
Signature (ma)

10/15/04
Date

RETURN THIS DOCUMENT SIGNED PRIOR TO RFP CLOSING DATE AND
TIME OR WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN
YOUR PROPOSAL NOT BEING CONSIDERED.

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer and Award Sheet

SOLICITATION NO: MO05300003

COMMODITY/SERVICE DESCRIPTION: Management of the East 6th
Street Public Improvement District

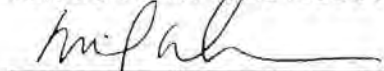
DATE ISSUED: October 4, 2004

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A
LOCATION: N/A

REQUISITION NO.: 550AC000403

FOR CONTRACTUAL ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: 2:00 PM on October 19, 2004



COMPLIANCE PLAN DUE PRIOR TO: N/A

Mick Osborne, Sr. Buyer (512) 974-2995

PROPOSAL CLOSING TIME AND DATE: 2:00 PM on October 19, 2004

FOR TECHNICAL ISSUES CONTACT:

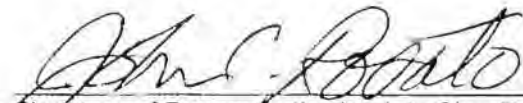
LOCATION: 206 E. 9th STREET, TWO COMMODORE PLAZA
SUITE 15.120, AUSTIN, TEXAS 78701

Michael Knox, EGRSO, (512) 974-6415

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this solicitation are contained in Section 0900.

SOLICITATION TO:

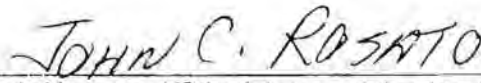
Pecan Street Owners Association
211 E. 7th St., Suite # 100-L
Austin, TX 78701



Signature of Person Authorized to Sign Proposal

FEDERAL TAX ID NO.

Phone No. (512) 784-4430, 512-469-1760



Signer's Name and Title: (please print or type)

Fax No. (512) 477-7454

Date: October 19, 2004

→ awaiting approval to get Federal Tax ID# AWARD DOCUMENT

(This section for City of Austin only)

Date of Award:

Contract No.:

The above Proposal is accepted as to:

Dollar Value:

By: _____

PURCHASING OFFICE FOR CITY MANAGER

City of Austin, Texas
Human Rights Commission
NON-DISCRIMINATION CERTIFICATION (RFP)

TO: CITY OF AUSTIN, TEXAS

I hereby certify that our firm conforms to the 1992 City of Austin Code; Chapters 7-4 as reiterated below:

ARTICLE VII, Chapter 7-4: Discrimination in Employment by City Contractors. Sec. 7-4-2 Requirements of contractors:

- B (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined in this chapter.

Dated this 19 day of October, 2004

Vendor Acan Street Owners Assoc.

Signature [Signature]

Title Board member

CITY OF AUSTIN
PROPOSER'S AFFIDAVIT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

RFP NO. MO05300003

FOR
Management of the East 6th Street Public Improvement District

State of Texas
County of Travis

I, John Rosato, being first duly sworn, depose and say:

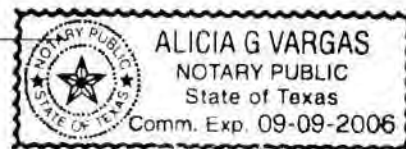
- (1) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other proposer or potential proposer in regard to the amount of this proposal or the terms or conditions of this proposal. I have not paid or agreed to pay, directly or indirectly any person, firm, corporation or other proposer or potential proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the attached proposal or the proposal of any other proposer. I will not pay any money or anything of value in the future for those purposes.
- (2) None of the deciding factors set forth in the request for proposal or in the subsequent agreement were my idea or the idea of anyone representing my company, unless the suggestion was made at a meeting open to all proposers, which all proposers had notice of.
- (3) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest have had any involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should I receive a contract award in response to my proposal, no agent, representative, consultant or subconsultant affiliated with my company, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
- (4) There are no other potential or actual conflicts of interest regarding this solicitation.
- (5) No officer or stockholder of my company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- (6) None of my agents, representatives, subconsultants or I have undertaken or will undertake any activities or actions to promote or advertise my proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.

Signature/Title: John C. Rosato

Subscribed and sworn to before me this 19 day of October 2004

Alicia G. Vargas

Notary Public



My Commission Expires 9-9-2006

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)
PROCUREMENT PROGRAM (RFP)**

SOLICITATION NUMBER: MO05300003

PROJECT NAME: MANAGEMENT OF THE EAST 6TH STREET PUBLIC IMPROVEMENT DISTRICT

DATE ISSUED: October 4, 2004

The 1992 City Code, Chapter 5-7, as amended, establishes a Minority- and Women-Owned Business Enterprise (M/WBE) Procurement Program. The aim of this program is to promote M/WBE participation in all areas of the City's procurement, through its prime contract awards and subcontracts, and to afford M/WBEs an equal opportunity to compete for all City contracts. In particular, this program encourages contractors to provide opportunities to certified M/WBEs for subcontracts or related contracts. A "Subcontractor" is defined by the Ordinance and for the purposes of this form as any person or business enterprise providing goods, labor, or services to a contractor if such goods, labor, or services are procured or used in fulfillment of the contractor's obligations arising from a contract with the City. In accordance with the 1992 City Code, Chapter 5-7, as amended, goals for M/WBE participation differ from contract to contract, based on the type of contract, the availability of M/WBEs to perform the functions of the contract, and other factors.

The City of Austin has determined that no goals will be established for this project.

Even though no goals have been established, the bidder is required to comply with the City's M/WBE Procurement Program if areas of subcontracting are identified. If certain services are needed to perform the contract and the bidder does not perform those services with its own workforce or if certain supplies or materials are required and the bidder does not have those supplies or materials in its inventory, the bidder shall:

- A. contact the Department of Small and Minority Business Resources (SMBR), 4100 Ed Bluestein Blvd, Austin, Texas 78721 ((512) 974-7600) to obtain a list of available MBE/WBE firms to perform the services or provide the supplies or materials. Make a good faith effort to use MBE/WBEs to provide the needed services, supplies or materials.
- B. obtain an M/WBE Procurement Program Package from the buyer in the Purchasing Office, complete the Compliance Plan to document all subcontracting activity, and return it to the Buyer in the Purchasing Office.
- C. report all initial subcontract awards to the Contract Manager for this project within ten (10) calendar days after execution of an Agreement with a subcontractor.

I understand and agree that this MBE/WBE Form shall become a part of my contract with the City of Austin.

JOHN C. ROSATO

Name and Title of Authorized Representative (Print or Type)

John C. Rosato

Signature

10.19.04
Date

5050159



REQUEST FOR PROPOSAL ADDENDUM

RFP NO. MO05300003 ADDENDUM NO. 1 DATE OF ADDENDUM: 10/15/04
Management of the East 6th Street Public Improvement District

This Request for Proposal is hereby amended as follows:

1. Proposer must submit four copies of the proposal- one original and three copies.
2. All other terms and conditions remain the same.

Approved: signed copy available in the Purchasing Office

Mick Osborne, Sr. Buyer, (512) 974-2995
Finance and Administrative Services Dept.
Purchasing Division
P.O. Box 1088
Austin, Texas 78767-8845

Acknowledged: _____

Proposer/Firm

Signature

Date

**RETURN THIS DOCUMENT SIGNED PRIOR TO RFP CLOSING DATE AND
TIME OR WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN
YOUR PROPOSAL NOT BEING CONSIDERED.**

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer and Award Sheet

SOLICITATION NO: MO05300003

COMMODITY/SERVICE DESCRIPTION: Management of the East 6th
Street Public Improvement District

DATE ISSUED: October 4, 2004

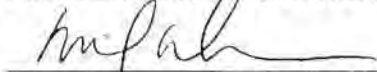
PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: 550AC000403

LOCATION: N/A

FOR CONTRACTUAL ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: 2:00 PM on October 19, 2004



COMPLIANCE PLAN DUE PRIOR TO: N/A

Mick Osborne, Sr. Buyer (512) 974-2995

PROPOSAL CLOSING TIME AND DATE: 2:00 PM on October 19, 2004

FOR TECHNICAL ISSUES CONTACT:

Michael Knox, EGRSO, (512) 974-6415

LOCATION: 206 E. 9th STREET, TWO COMMODORE PLAZA
SUITE 15.120, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this solicitation are contained in Section 0900.

SOLICITATION TO:

Signature of Person Authorized to Sign Proposal

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Fax No. () _____

Phone No. () _____

Date: _____

AWARD DOCUMENT

(This section for City of Austin only)

Date of Award:

Contract No.:

The above Proposal is accepted as to:

Dollar Value:

By: _____

PURCHASING OFFICE FOR CITY MANAGER

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm	N/A
0400	SUPPLEMENTAL PURCHASE PROVISIONS	2
0500	SCOPE OF WORK / SPECIFICATION	4
ATTA	ATTACHMENT A- MAP OF AREA	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0700	NON-DISCRIMINATION CERTIFICATION	1
0800	AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI LOBBYING	1
0900	M/WBE PROGRAM PACKAGE (with Availability List and Compliance Plan or No Goals Form)	1
1000	NO OFFER RESPONSE FORM	1

RETURN FOLLOWING DOCUMENTS WITH PROPOSAL*

- Cover Page Offer and Award Sheet (IFB)
- Section 0700, Non-Discrimination Certification (HRC 0001)
- Section 0800, Proposer's Signed Affidavit of Non-Collusion, Non-Conflict Of Interest, And Anti-Lobbying
- Section 0900, MBE/WBE Procurement Program Package (IFB), or No Goals Form
- Proposal Guarantee (if required)

- * See also Section 0400, Supplemental Purchase Provisions, Section 0500, Scope of Work/Specification, and Section 0600, Proposal Preparation Instructions & Evaluation Factors, for additional documents that must be submitted with the Proposal.

NOTES:

INCORPORATION OF DOCUMENTS. As of March 22, 2000, three (3) Sections of the solicitation documents have been made available via the Internet. These three sections: Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>. Please select the appropriate set of documents for the type solicitation – i.e. Invitation for Bid (IFB), Request for Proposal (RFP), or Request for Quotations (RFQ).

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed or faxed to you.

When sending a sealed Proposal and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin
Purchasing Office	Purchasing Office
P.O. Box 1088	Two Commodore Plaza
Austin, Texas 78767-8845	206 E. 9th St. 15th floor, Suite 15.120
	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Proposals (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

Unless authorized in the solicitation, telegraphic or facsimile Proposals will not be accepted.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)**

The following Supplemental Purchasing Provisions apply to this solicitation;

1. **Explanations Or Clarifications** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 4:00 p.m. on October 12, 2004. Inquiries may be faxed to the attention of Mick Osborne at (512) 974-2388 or e-mailed to mick.osborne@ci.austin.tx.us.

2. **Insurance** (reference paragraph 32 in Section 0300).

A. The insurance certificate shall be mailed to the following address:

City of Austin Purchasing Office
Attn:
P. O. Box 1088
Austin, Texas 78767

B. The following insurance requirement is in addition to the requirements noted in Section 0300, Paragraph 32:

Directors and Officers Professional Liability

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

3. **Term of Contract**

- A. The Contract shall be in effect for a period of 12 months and may be extended thereafter for up to four additional 12 month periods, subject to the approval of the Contractor and the City Manager or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

4. **Invoices** (reference paragraph 12 in Section 0300)

Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices" and shall be mailed to the below address. Invoices received without all required information cannot be processed and will be returned to the vendor.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)**

	City of Austin
Department	Economic Growth and Redevelopment Services
Attn:	Accounts Payable
Address	505 Barton Springs Rd., Suite 13.5
City, State Zip Code	Austin, TX 78704

5. **Contract Manager**

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor:

Michael Knox, Economic Growth and Redevelopment Services (512) 974-6415

**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK (RFP)
SOLICITATION NUMBER: MO05300003**

Management of East Sixth Street Public Improvement District (PID)

SCOPE OF WORK

1. PURPOSE

The City of Austin, hereinafter referred to as the City, seeks proposals in response to this Request for Proposal (RFP) from management groups qualified in the management and operation of public improvement districts in entertainment areas, to manage the East Sixth Street Public Improvement District ("District"), as shown on the attached map (Attachment A). The goals of the District are to accomplish the following:

- create a vibrant mixed-use district, where diverse offerings, including retail, live music and other live entertainment, are a strong asset appreciated by both locals and visitors alike;
- strengthen E. Sixth Street as an important economic and cultural asset to the community for present and future generations; and
- advocate for the preservation and enhancement of the district's unique historic character.

2. BACKGROUND

Over the years there have been numerous attempts to turn Sixth Street around. Various initiatives were attempted with little lasting impact. In 2002, many property owners came together as a group to address the issues confronting E. Sixth Street.

Looking strategically, the group felt it imperative to conduct research on the District, engaging a consultant to analyze similar districts throughout the country to estimate the potential of Sixth Street. Mitch Nichols, of Nichols Gilstrap Inc, conducted the research and presented his findings to the Downtown Austin Alliance ("DAA") at their quarterly luncheon in March 2003. In the final analysis, it was concluded that Sixth Street was not meeting its potential. The study noted that if two-thirds of the available space on Sixth Street achieved sales volumes comparable to other strongly performing districts, more than \$150 million in annual sales could be generated within this single historic district. Additionally, the analysis noted that while other similar entertainment/historic districts were frequently achieving lease rates of \$2.50 sq. ft. monthly (\$30 sq. ft. annually), Sixth Street is typically achieving rates of only \$1.00 to \$1.50 sq. ft. monthly (\$12-\$18/sq. ft. annually). The report recognized that if a successful transition occurred on Sixth Street, building values could escalate 30-50%, an evolution that would lead to expanded property and sales taxes to the City, County and School District.

With the findings of the study, additional research and site visits to Dallas and other entertainment districts, the creation of a strategic approach was undertaken. The informal property owners group decided the only way to turn things around on E. Sixth Street was to form an association and create a public improvement district for the area.

In June of 2004 the group submitted to the City a set of signed petitions representing over 66% of property owners in the proposed district, requesting the creation of the district. In July and August a five-year Service Plan and budget were developed. On August 26, 2004, after a public hearing on the proposal was held, the Austin City Council approved Resolution No. 040826-65 authorizing the creation of the District.

3. **SCOPE OF WORK**

A. Title of Program

East Sixth Street Public Improvement District

B. Objective

To manage the East Sixth Street Public Improvement District

C. Implementation

Following authorization by City Council to enter into an agreement with the selected Contractor, the negotiation process will offer the opportunity for the City and Contractor to refine, amend and complete the definition of services to be rendered by the Contractor. All proposers may recommend additional or alternative tasks or activities necessary to achieve the intended results.

Contractor shall identify and carry out projects that implement the following programs:

1. Public Order / Safety - 20%

The Contractor will work directly with the City to create a working group to begin to identify the issues and barriers facing E. Sixth Street. A working plan will be created with ways to solve/mitigate issues. The E. Sixth Street PID management contractor will also work directly with the DAA, the Austin Police Department and others to address the issues of public safety, order and evening management of the street.

- a. Create and facilitate a working group to develop an action plan for addressing public order / safety issues in the district.
- b. Work with the City of Austin to create a working group to identify problems with development, enhancement, accessibility, transportation and other related issues to E. Sixth Street.

2. Communications/Membership -15%

The Contractor will design an effective database and management system of property information. The Contractor will:

- a. Create/set-up the organization's database with Travis Central Appraisal District information, property owner information, etc.
- b. Create a communications strategy developing effective ways to communicate with the membership, owners and other stakeholders.
- c. Create public membership opportunities.

3. Physical Improvements - 15%

The Contractor will create a strategy and a plan for physical improvements in the district such as signage, sidewalks, entryways, etc.

4. Marketing/Public Relations/Strategic Partnerships - 20%

The Contractor will:

- a. Create a financial strategy for self-sufficiency in three years, through strategic partnerships with private sector for promotional and funding opportunities
- b. Create a marketing plan and public relations strategy for the district.
- c. Develop relationships with the real estate broker and developer community.
- d. Work with existing tenants, providing education opportunities and expansion options.

5. Historic Preservation/Accentuation - 15%

The Contractor will:

- Create a strong working group to develop this area from the historic preservation, tourism, art and culture communities
- Develop a working document that sets the vision for the interpretation and enhancement of the historic district.

6. Administration - 15%

The Contractor will:

- Hire an executive director
- Set-up accounting policies and procedures
- Create and begin implementing a strategic plan for fund-raising
- Make a best effort to carry out the City of Austin policy to stimulate the growth of Minority- and Women-Owned Business Enterprises

D. Budget

The City Council approved a Five-year Service Plan and Preliminary Budget (Attachment B) that allocates approximately \$125,000 per year to the following areas:

City/Public Order/Safety	20%	\$25,000
Communications/Membership	15%	\$18,750
Physical Improvements	15%	\$18,750
Marketing/Public Relations	20%	\$25,000
Historic Preservation/Accentuation	15%	\$18,750
Administration	15%	\$18,750
Total Expenses	100%	\$125,000

It is expected that actual annual budgets will vary from this preliminary allocation, as the District transitions from "start-up" mode in the first one to two years to a more balanced work plan in later years.

E. Revenue

Revenue sources include PID assessments, City of Austin contributions, and funds raised through memberships, donations, sponsorships and fund raising events.

	Year 1	Year 2	Year 3	Year 4	Year 5
PID Assessment	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000
City of Austin	\$43,500	\$43,500*	\$43,500*		
Donations and Memberships	\$48,000	\$48,000	\$48,000	\$11,000	\$11,000
Sponsorships				\$30,000	\$30,000
Events				\$50,000	\$50,000
Reserve	\$-4,000	\$-4,000	\$-4,000	\$-4,000	\$-4,000
TOTAL	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000

* City contribution included in FY 2004-05 budget; contributions in Years 2 and 3 will require future Council action

The Contractor will be required to raise all revenue other than PID Assessments and City of Austin contributions. All revenue up to \$125,000 annually must be used for District services as detailed in Section C "Implementation".

F. Acceptance of Work

The Contractor must provide documentation of successful completion of the following milestones.

First Year Milestones**Administrative / Financial**

- Hire an executive director
- Develop accounting and reporting policies and procedures
- Create a strategy for financial self-sufficiency within three years.
- Develop a relationship with the private sector for corporate sponsorship and involvement. Ensure annual funding support from first-round contributors is maintained
- Demonstrate a best effort to carry out the City of Austin policy to stimulate the growth of Minority- and Women-Owned Business Enterprises

Communication / Membership

- Develop a membership and property database
- Develop a membership communication program

Public Safety and Order

- Create a working group to address E. 6th St. problems.
- Define goals, and create measurable objectives for committee
- Create an ombudsman program with defined City of Austin departments to effectively work with property owners and tenants on development, tenant issues, accessibility and transportation, etc.

Marketing and Public Relations

- Create a marketing plan and public relations strategy re-positioning the street. Develop marketing pieces to promote the street to potential new tenants. Create promotional opportunities for target market (tourists, families, etc)
- Create a tenant mix plan and strategy. Develop a relationship with real estate brokers and developers. Develop a strategy and market E. 6th Street to the defined tenant mix

Historic Preservation and Accentuation

- Begin to create historic preservation/accentuation plan, working with interested parties

Physical Improvements

- Begin to create a strategy and a plan for physical improvements

4. PROGRESS REPORTS

The Contractor shall submit quarterly and annual, or as otherwise agreed upon by the City and Contractor, progress reports to the Contract Administrator appointed by the City. The reports shall describe significant achievements and problems that have potential effect on schedule or costs. They should be sufficiently detailed to assure that directions being pursued are in compliance with established and/or projected program objectives.

Exhibit A



 Proposed E. 6th St. Public Improvement District (PID)

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - Project Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program**: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Statement of Work and your plan for accomplishment. Specifically indicate:

- i. A description of your work program by tasks. Describe in detail how you will implement the Service Plan program and tasks.

Administration

- o Hire an executive director
- o Set-up accounting policies and procedures
- o Establish a plan to meet City of Austin MBE/WBE goals
- o Create strategic plan for future fund-raising

Communications/Membership

- o Create/set-up the organization's database with TCAD information, property owner information, etc.
- o Create a communications strategy developing effective ways to communicate with the membership, owners and other stakeholders.

City of Austin/Public Safety/Order

- o Create and facilitate working group to develop an action plan for addressing public safety/order issues in the district.
- o Work with the City of Austin to create a working group to identify problems with development, enhancement, accessibility, transportation and other related issues to E. Sixth Street.

Physical Improvements

- o Create a strategy and plan for physical improvements in the district.

Marketing/Public Relations/Strategic Partnerships

- o Create a marketing plan and implementation strategy for the district.
- o Create a financial strategy for self-sufficiency within three years.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

Historic Preservation/Accentuation

- o Create a working document that sets the vision for the interpretation and enhancement of the historic district.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal.
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant organizational experience and individual experience for personnel who will be actively engaged in the project. Do not include organizational experience unless personnel assigned to this project actively participated.
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest :
 - (1) shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
 - (2) shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
 - (3) shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
 - (4) must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.

- (5) must state that there are no other potential or actual conflicts of interest regarding this solicitation.
 - (6) shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
 - (7) shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.
- ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.
- H. **Part VIII - Proposal Acceptance Period:** All proposals must include a statement that they are valid for a minimal period of one hundred and twenty (120) days subsequent to the RFP closing date.
- I. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- J. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.
- K. **Part XI - Budget:** Information described in the following subsections is required from each Proposer. A firm fixed price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products.

The City Council has adopted this preliminary budget-

Program	10/04-9/05	10/05-9/06	10/06-9/07	10/07-9/08	10/08-9/09
Security	25,061	25,063	25,063	18,808	18,894
Communication/Membership	18,796	18,798	18,798	18,808	18,894
Physical Improvement	18,796	18,798	18,798	18,808	18,894
Marketing/Fund Raising	25,061	25,063	25,063	31,346	31,490
Historic Preservation	18,796	18,798	18,798	18,808	18,894
Administration	18,796	18,798	18,798	18,808	18,894
Total Expenditure	125,304	125,317	125,317	125,384	125,960

To better gauge the Proposers' understanding of the Scope of Work, each Proposer is asked to submit a revised, itemized budget, with any proposed details or adjustments in allocations

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

between programs and fiscal years.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph b below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. 100 points.

(1) Project Concept and Solutions Proposed (35 points)

Demonstrated understanding of the goals of the District, the issues to be addressed, and solutions proposed.

- o Public Order / Safety
- o Marketing
- o Communications
- o Historic Preservation
- o Physical Improvements
- o Budget

(2) Demonstrated Applicable Qualifications, Knowledge and Experience (15 points)

Experience of the Board of Directors and the Executive Director (if Executive Director position is not filled, describe the recruitment process and qualifications to be used).

(3) Financial Viability, Stability and Funding (20 points)

Demonstrated financial stability and the ability to raise funds, through donations, sponsorships and events, to support District programs.

(4) Evidence of Good Organization and Management Practices (10 points)

Demonstrated ability to manage the work program in an effective and efficient manner, including opportunities for cost savings and coordination with the Downtown Austin Public Improvement District / Downtown Austin Alliance.

(5) Other factors (20 points)

Evidence of a long-term commitment to the success of the District, such as an established presence on 6th St. through ownership of real property in the District.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

C. Contract Payment and Retainage

- i. The contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed-price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate.
- ii. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of the final work products, including year 2000 compliance verification, if applicable. These payments shall be based upon milestones completed as proposed by the Proposer.
- iii. The Contractor's shall submit quarterly requests for payments, listing activities performed in accordance with the Council-approved Work Plan. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

City of Austin, Texas
Human Rights Commission
NON-DISCRIMINATION CERTIFICATION (RFP)

TO: CITY OF AUSTIN, TEXAS

I hereby certify that our firm conforms to the 1992 City of Austin Code; Chapters 7-4 as reiterated below:

ARTICLE VII, Chapter 7-4: Discrimination in Employment by City Contractors. Sec. 7-4-2 Requirements of contractors:

- B (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined in this chapter.

Dated this _____ day of _____, 20____

Vendor _____

Signature _____

Title _____

**CITY OF AUSTIN
PROPOSER'S AFFIDAVIT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
RFP NO. MO05300003**

**FOR
Management of the East 6th Street Public Improvement District**

State of Texas
County of Travis

I, _____, being first duly sworn, depose and say:

- (1) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other proposer or potential proposer in regard to the amount of this proposal or the terms or conditions of this proposal. I have not paid or agreed to pay, directly or indirectly any person, firm, corporation or other proposer or potential proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the attached proposal or the proposal of any other proposer. I will not pay any money or anything of value in the future for those purposes.
- (2) None of the deciding factors set forth in the request for proposal or in the subsequent agreement were my idea or the idea of anyone representing my company, unless the suggestion was made at a meeting open to all proposers, which all proposers had notice of.
- (3) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest have had any involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should I receive a contract award in response to my proposal, no agent, representative, consultant or subconsultant affiliated with my company, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
- (4) There are no other potential or actual conflicts of interest regarding this solicitation.
- (5) No officer or stockholder of my company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- (6) None of my agents, representatives, subconsultants or I have undertaken or will undertake any activities or actions to promote or advertise my proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____ 20__.

Notary Public

My Commission Expires _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)
PROCUREMENT PROGRAM (RFP)**

SOLICITATION NUMBER: MO05300003

PROJECT NAME: MANAGEMENT OF THE EAST 6TH STREET PUBLIC IMPROVEMENT DISTRICT

DATE ISSUED: October 4, 2004

The 1992 City Code, Chapter 5-7, as amended, establishes a Minority- and Women-Owned Business Enterprise (M/WBE) Procurement Program. The aim of this program is to promote M/WBE participation in all areas of the City's procurement, through its prime contract awards and subcontracts, and to afford M/WBEs an equal opportunity to compete for all City contracts. In particular, this program encourages contractors to provide opportunities to certified M/WBEs for subcontracts or related contracts. A "Subcontractor" is defined by the Ordinance and for the purposes of this form as any person or business enterprise providing goods, labor, or services to a contractor if such goods, labor, or services are procured or used in fulfillment of the contractor's obligations arising from a contract with the City. In accordance with the 1992 City Code, Chapter 5-7, as amended, goals for M/WBE participation differ from contract to contract, based on the type of contract, the availability of M/WBEs to perform the functions of the contract, and other factors.

The City of Austin has determined that no goals will be established for this project.

Even though no goals have been established, the bidder is required to comply with the City's M/WBE Procurement Program if areas of subcontracting are identified. If certain services are needed to perform the contract and the bidder does not perform those services with its own workforce or if certain supplies or materials are required and the bidder does not have those supplies or materials in its inventory, the bidder shall:

- A. contact the Department of Small and Minority Business Resources (SMBR), 4100 Ed Bluestein Blvd, Austin, Texas 78721 ((512) 974-7600) to obtain a list of available MBE/WBE firms to perform the services or provide the supplies or materials. Make a good faith effort to use MBE/WBEs to provide the needed services, supplies or materials.
- B. obtain an M/WBE Procurement Program Package from the buyer in the Purchasing Office, complete the Compliance Plan to document all subcontracting activity, and return it to the Buyer in the Purchasing Office.
- C. report all initial subcontract awards to the Contract Manager for this project within ten (10) calendar days after execution of an Agreement with a subcontractor.

I understand and agree that this MBE/WBE Form shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" RESPONSE FORM (RFP)**

SOLICITATION NUMBER: MO05300003

Please Complete and Return This Form to the following address to Indicate A "No Offer" Response

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

☐ Unable to supply. Remove my company from the source list for the COMMODITY / SERVICE GROUP: 97160, Property Management

☐ Unable to supply item (s) specified. Retain my company on the vendor list for this commodity / service.

☐ Other (please specify):

Authorized Signature

Company

Title

Address

Date

**REQUEST FOR PROPOSAL
SOLICITATION #M005300003**

**PECAN STREET OWNERS ASSOCIATION
MANAGEMENT OF EAST SIXTH STREET PUBLIC
IMPROVEMENT DISTRICT**

PROPOSAL

OCTOBER 19, 2004

**Pecan Street Owners Association
Proposal
Table of Contents**

Executive Summary 2 pages

Proposal 5 pages

Attachments 33 pages

Attachment A	Board of Directors
Attachment B	Outside Funding Sources
Attachment C	Executive Director Job Description/ Evaluation Criteria
Attachment D	By Laws & Articles of Incorporation
Attachment E	Chart of Responsibilities
Attachment F	Action Plan, Critical Focus Areas
Attachment G	Budget

Offer and Award Sheet 1 page

Non-Discrimination Certification 1 page

Proposer's Signed Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying 1 page

MBE/WBE Procurement Program Package 1 page

Request for Proposal Addendum 1 page

**Pecan Street Owners Association
Executive Summary**

Today the E. Sixth Street property owners, aka the Pecan Street Owners Association (PSOA), who have worked for two years to establish a long-term program to turn around E. Sixth Street, are prepared to professionally manage the Public Improvement District they worked so hard to establish.

They understand that the problems are far and wide and that there are no easy solutions. E. Sixth Street is one of the poorest performing areas in downtown. Drugs, crime and public order issues plague this area. According to the APD, over 100 drug arrests happen in this area monthly. It is also plagued with public order issues. Three main social service agencies are within two blocks of the entertainment district. The continued issues of what to do with Waller Creek place an undue burden on this area. Waller Creek is filled with trash, and folks who sleep and camp in the creek and is an area of high drug activity as well. Graffiti and cleanliness issues are also problematic. Sidewalks are in need of replacement and property owners need to work together to fix "broken windows." Someone needs to take charge and manage the area. "If market conditions continue without intervention, then what we can expect is the continued decline of the area we have witnessed since the late 1980s," stated Gary Manley, owner of the Iron Cactus.

In an open letter to the editor of the *Austin American-Statesman* dated February 8, 2004, the Austin Police Department in defense of the ten officers in the "Top Ten" stated that all of these officers were assigned to the walking beat of E. Sixth Street:

"All ten officers in the 'Top Ten' were assigned to walking beat on 6th St. for much of our careers. This entertainment district is notorious for its drunkards and the associated fights. This is a high crime and high drug activity area where we are severely outnumbered at all times. Downtown officers encounter numerous physical fights on any given shift, some of the subjects turn their violence towards us when we try to stop it.Such incidents lead to the 'Use of Force' reports of which your paper spoke."

It is also revealing to see the street through the eyes of outsiders. Today, the image of Sixth Street from *Frommers*, a leading travel guide, is as follows:

"Now lined with more than 70 restaurants, galleries, theaters, nightspots and shops, Austin's former main street is still fairly deserted during the day east of Congress, where you'll see such remnants of its sleazy past as tattoo parlors and shops selling leather bondage gear...and on weekend nights a mostly young crowd throngs the sidewalks of the entire stretch for serious club crawling."

So how will the Pecan Street Owners Association make the necessary changes and improvements to solve the ills of the area?

As outlined in the proposal, the PSOA created the scope of work and clearly understands the need to take a multi-pronged approach to improving the area. First and foremost it will be critical for the PSOA, and tenants on the street to work in partnership with the Austin Police Department. Not unlike the French Quarter in New Orleans, or the Gaslamp District in San Diego, E. Sixth Street is facing issues similar to problems these areas faced ten years ago. Cooperation and a commitment by the public sector to rethink how one manages the area has been one of the most important catalysts for these now popular and successful entertainment districts.

Partnerships lead to improvements. With a clear vision, PSOA recognizes the need to work on the basics, such as cleanliness, public order and fixing "broken windows." While limited in their budget to perform such duties, early on, the organization will work closely with the DAA, PARD, Watershed Protection, Public Works and others to ensure that the public realm is maintained. Programs to enhance the area will include a sidewalk replacement program, investigating amenities such as planter baskets, signage and district identification. Enhancing the public realm to allow for and encourage sidewalk cafes, historic interpretation and activity on the street serving the numerous customer bases that exist today and in the future are critical components to the long-term viability of the area.

The infrastructure of the area is of concern as well. There are fire flow issues and electrical needs that could prohibit the renovation of a structure or the ability to get a new tenant in a building. There are numerous transit related issues that need attention, from traffic calming to bus stop improvements to wayfinding needs. Many buildings are in need of repair. The historic infrastructure is fragile and the PSOA is committed to creating ways to provide the incentive to property owners to maintain their buildings. Programs that will be looked at are façade grants, educating owners about historic tax credits and the like.

The PSOA will not kill the golden goose. The organization is committed to the music heritage of the street. In fact, the goals of the group include protecting and enhancing live music opportunities as they recruit new tenants to fill empty storefronts. Retail, soft goods and entertainment will be encouraged to support this heritage. From bohemian shops to new live music outlets, the PSOA will work hard to re-establish the brand held dear by locals and visitors alike.

Communication will be the key to the success of the district. From block captains to direct communication with property owners and tenants, the PSOA is committed to ensuring cooperation among all interested parties. In addition, the PSOA will work to create strategic partnerships on every endeavor from the Heritage Society of Austin, to the Downtown Austin Alliance, the Pecan Street Association, East Sixth Street Community Association, private corporations who have interest on the street, to the City of Austin and the like. It will only be through partnerships that the PSOA will be successful managing this exciting project.

**Request for Proposal
Solicitation #MO05300003**

**Pecan Street Owners Association
Management of the E. Sixth Street Public Improvement District
Proposal**

Part I: Business Organization

Pecan Street Owners Association.
211 E. 7th Street, Suite 100-L
Austin, Texas 78701

Part II: Project Concept and Solution

In 2002, a group of private E. Sixth Street property owners came together to address the escalating issues of E. Sixth Street. The group worked for over two years identifying the problems of the area and proposing solutions to overcome the very real barriers that have limited the economic vitality of the district. They formed a not-for-profit corporation, the Pecan Street Owners Association (PSOA), broadened their membership to include all of the property owners, and initiated a petition drive to form a public improvement district. Needless to say, the PSOA has been the leading force in this new initiative to create and manage the E. Sixth Street Public Improvement District.

Having created the objectives outlined in the Scope of Work, the PSOA has full knowledge of the requirements set forth in the City of Austin's RFP. This group realizes the enormous undertaking of managing the Sixth Street Public Improvement District and the long-term commitment it will take to enhance the vibrancy, offerings and future stability of the district.

Managing the PID is about perspective, long-term vision and strategy. Focusing on the details, while extremely important, cannot override the larger issues that need to be established to ensure that clear direction and vision is created, maintained and directed. The PSOA believes that it has to be the property owners who take the lead in turning the area around. Without the owners it will be difficult to achieve the long-term commitment necessary to fulfilling the vision.

Part III – Program

Public Order/Safety

It is easy to target public order and safety as the sum of the problems facing E. Sixth Street. Security, public order and safety, while an enormous undertaking and of utmost concern to everyone involved, is only one piece to the overall puzzle for the success of the district. PSOA will create a long-term comprehensive strategy with the Austin Police Department, the Downtown Rangers and the Parks Police to identify ways to work together to create an area that addresses the needs of the community at-large without taking away from the needs of the business/property owners. The long-term strategy will be to create a security/tourism/entertainment district force/network. There are numerous roles for the police department in such an entertainment district - from ambassador, to protector, to drug enforcer. Other entertainment districts around the country have created a specialized police team in order to provide a strong security

presence coupled with creating a welcoming environment that is safe, manageable and open for business. In addition, the private sector has to take an active role in this process. A priority objective will be to create a working relationship with the retail establishments (bar, restaurant, retailers) and businesses such as the hotels, office buildings and residences in the surrounding area. Training, communication and creating a strategy that enlists the help of the private sector to help manage the public space is a key objective. Whether doormen are directly linked to the police, or businesses owners work more closely with one another to identify and report suspicious activity, the overriding issue will be to increase communication among all parties to work together to create a safe and welcoming environment.

Communications/Membership

Communications is a key component to the implementation strategy for the defined scope of work. Not only will the PSOA create a comprehensive membership database with the help of Travis County Appraisal District and the City of Austin, it will also build communications with tenants, adjacent property owners/tenants, the downtown hotel community, the Austin Convention and Visitors Bureau (ACVB) and others. Part of the structure of the PSOA's Board of Directors is the assigning of a board member to each block of the district. This allows for a more personal one-on-one communication as well as providing a responsible party the critical task of ensuring their "block" understands the issues, is involved and has a direct access and input to the process. The PSOA will also create public membership opportunities over time to allow vendors, private corporations, adjacent property owners, citizens and others to take part in the revitalization of the area.

Physical Improvements

The physical nature of an area is a catalyst for vitality. Cleanliness, infrastructure and enhancements are all components of creating a welcoming, inviting and economically viable area. While the PSOA will work in partnership with the City of Austin, the Downtown Austin Alliance (DAA), the Old Pecan Street Association, the Heritage Society of Austin, ACVB and others to create this environment through new sidewalks, flower baskets, entry ways and the like, it realizes that it is the vision - the sum of the parts - that makes the package, not the individual components. In addition to the physical improvements the PSOA will seek ways to work at calming traffic, to create an environment conducive to sidewalk cafes and dining, to create a wayfinding system and to look at beautification and art projects that complement the area. PSOA will advocate, raise funds and actively create a new sense of place that is welcoming both day and night to visitors seeking a multitude of activities.

Marketing Public Relations/Strategic Partnerships

Creating strategic partnerships will be key to the success of the district. Formulating a strategy to target particular markets, create the district's competitive differentiation and aggressively marketing the area to the Austin area and future targeted out-markets will be a critical component to the success of enhancing the E. Sixth Street brand. Working strategically and capitalizing on the unique local flavor and Texas music heritage will be key in strengthening the current and future tenant base on the street, as well as meeting the expectations and delivery of the E. Sixth Street product to the consumer.

PSOA has created a strong partnership with the Old Pecan Street Association, the DAA, the ACVB, the Convention Center, the Heritage Society of Austin, and the hotels in the immediate area. A comprehensive marketing vision and strategy will be done in concert with the partners outlined as well as with E. Sixth Street tenants, East Sixth Street Community Association, vendors and others who clearly benefit from the success of the area.

In partnership with the DAA and the City of Austin, the PSOA will create and maintain a current retail database with space/land available for lease/development. The director will actively work with the real estate community, prospective tenants, building owners and the City to help recruit the tenant mix defined in the City's and DAA Downtown Retail Development Strategy. Already, the PSOA can be credited for successfully recruiting Wild About Music to E. Sixth Street. This success story adds to the vitality of the street during the day and early evening hours as well as supports the live music heritage of the area and the independent spirit that is alive and well in on the street. Currently, the PSOA is actively working with Vertigo, a local hat store. The owner recently lost her lease on Guadalupe. She had been on E. 6th Street for 19 years and left because of the deteriorating nature of the area. The owner and the PSOA are excited about the possibility of her return to the neighborhood. Other tenants currently being sought are two galleries and a photography studio that will have vintage photos for a walk-in clientele.

Future Funding

First and foremost, the PSOA will create a strategic fund-raising plan. To date, the group has raised the necessary funds for the first three years (attachment B), and will make fund-raising a high priority. The group will seek creative corporate sponsorships for "sales" producing events and will work in partnership with entertainment districts in Dallas, Ft. Worth and San Antonio to collectively capitalize on corporate partnerships. Other sustaining fund-raising ideas include the creation of a night market, the possible licensing of apparel and other items as well as ventures that support the overall vision of E. Sixth Street.

Historic Preservation

The PSOA has created a strong alliance with the Heritage Society of Austin, the Old Pecan Street Association, the History Center and the State History Museum to create a plan for the interpretation and accentuation of the historic importance of E. Sixth Street. Part of the vision is to create the ability to interpret E. Sixth Street's history in a way that activates the street during the day. Whether through interpretive markers or other elements, the PSOA sees that the history of the area is critical to its future. In addition to interpretation, the PSOA will pursue the creation of programs such as a façade loan program working closely with property owners to maintain and strengthen their historic properties.

Administration

The PSOA has begun a nationwide search for an executive director. The job description (attachment C) outlines the responsibilities and qualifications for the appropriate candidate. Once hired, the director will work with the PSOA's accountant to set up the proper accounting policies and procedures carrying out the functions of the organization, meeting the Minority-and Women-Owned Business Enterprise, and

fulfilling IRS requirements for a 501(c)(6) not-for-profit corporation. As part of the DAA's financial commitment to the PSOA, Samia Burns, the DAA's staff accountant, will be working for the PSOA and the executive director.

Part IV – Project Management Structure

The PSOA is a 501(c)(6) organization with a Board of Directors, By-Laws and Articles of Incorporation. A copy of the By-Laws and Articles of Incorporation are incorporated into this proposal (attachment D.) The Board of Directors sets the policy for the organization, and the Executive Director, managed by the Board, works in partnership with volunteers to accomplish the work of the organization. In order to accomplish all that is set forth by the program of work, the PSOA created committees to address each specific area. This structure allows the executive director the ability to create effective partnerships and teams to set priorities and carry out the vision of the program. A chart of responsibilities, committee structure is provided in this proposal (attachment E).

Currently the committees consist of:

- Public Order/Security
- Marketing/Fund-Raising
- Historic Preservation & Accentuation
- Membership/Communications
- Vitality/Infrastructure (streetscape, traffic, etc)
- Government Relations

The group has also created an action plan for the committees listing the priorities of the group at this time (attachment F).

Technically speaking, the PSOA will be housed at the DAA offices. While the PSOA will maintain complete autonomy, the group felt this co-housing arrangement was a win/win for the organization. The DAA and staff bring a wealth of information regarding downtown to the table that is mutually beneficial to both organizations. The executive director will have his/her own office equipment and phone and is expected to be on the street, more often than not, implementing the strategy.

At this time there is no current thought to having outside subcontractors as part of the proposal. Over time the organization respectfully requests the ability to look to the private sector for event management, soft goods licensing, cleaning/maintenance and construction contracting among other things.

Part V – Prior Experience

The PSOA is a newly formed not-for-profit corporation and the organization has no prior experience. The Board of Directors, however, brings a wealth of information, enthusiasm and expertise to the organization. Jerry Creagh, Terry Boothe, Carl Daywood and Shannon Sedwick, each bring over 20 years of ownership, business expertise and experience on E. Sixth Street to the table. In addition, newer owners such as John Rosato and Gary Manley also sit on the DAA Board of Directors and clearly understand the long-term nature of such an endeavor. Others such as Don Garner, John Ippolito, Rony Kahan, and Ron Flores are relatively newcomers who have the energy, commitment and investment to work on this project. In addition, the new executive

director will come to the position with a proven track record in downtown management.

Part VI – Personnel

The PSOA will hire one full-time executive director to manage this project. Currently, the organization is actively searching for a well-qualified candidate to lead this effort.

Part VII – Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying

The PSOA can and will fully comply with this requirement.

Part VIII – Proposal Acceptance Period

The PSOA proposal is valid for a minimal period of one hundred and twenty (120) days subsequent to the RFP closing date.

Part IX – Proprietary Information

The PSOA understands the information provided in their packet becomes public property.

Part X – Authorized Negotiator

John Rosato
824 W 10th Street, Suite 101
Austin, Texas 78701
(512) 784-4430

Part XI – Budget

The PSOA prepared the budget as outlined in the RFP. A revised budget is included in this proposal (attachment G.)

The budget allocations are reflective of the program area percentages as set forth in the RFP. The PSOA recognizes that there will be a slight shift in years three, four and five with regard to the \$125,000 allocation. This shift is a small percentage increase in the physical improvements program and a decrease in membership/communications. We recognize that this change will be reflective of an organization whose membership and communications will be set-up in the first two years and physical improvements will begin to take more time in the later three years of this program budget.

The budgetary amount of \$125,000 is recognized by the PSOA as a starting point for the organization. By year three, PSOA strongly believes that private fund-raising for operational expenses will allow the organization to increase its capabilities. In addition, the organization is committed to raising dollars for infrastructure improvements such as new sidewalks through currently unexplored partnerships with the City of Austin such as parking meter revenue sharing and with Capital Metro to leverage transportation infrastructure in the immediate area. These types of public/private partnerships to leverage interest and dollars will be the key to successfully improving the physical conditions on the street.

PECAN STREET OWNERS ASSOCIATION BOARD OF DIRECTORS

There are thirteen Board of Director positions for the Association. Nine of the positions must be the legal record owner or owners legal representative or real property in the E. Sixth Street Public Improvement District. Two of the positions are at-large, one is from a downtown hotel (as defined in the By-Laws) and the final position is from the Austin Convention & Visitors Bureau (ACVB).

The Board positions are two-year terms. However, since this is the first Board of Directors, the terms will be staggered.

Tim Jarvis, Merit Texas Properties	100 Block of E. Sixth	1 year term
John Rosato, Southwest Strategies	200 Block of E. Sixth	2 year term
Gary Manley, Iron Cactus	300 Block of E. Sixth	1 year term
Jerry Creagh, Creagh Investments	400 Block of E. Sixth	2 year term
Terry Boothe, T. Boothe Commissions Co.	500 Block of E. Sixth	1 year term
Carl Daywood, Carl Daywood Realtors	600 Block of E. Sixth	2 year term
Ron Flores, Oscar & Thor Inc.	700 Block of E. Sixth	1 year term
Don Garner,	Property Owner	2 year term
Shannon Sedwick, Esther's Follies	Property Owner	1 year term
John Ippolito, Property Owner	At-Large	1 year term
Rony Kahan, Property Owner	At-Large	2 year term
Andy Slater, Hilton Hotel	Hotel Representative	1 year term
Bob Lander, ACVB	ACVB	2 year term

PSOA's Outside Funding Sources

Funding Source	Cash	In-Kind	Description of In-Kind Services
Downtown Austin Alliance	11,336.00	8,664.00	Office space overhead, accounting staff services
Hilton Hotel	10,000.00		
Driskill Hotel	5,000.00		
Littlefield/Scarborough	1,000.00		
Convention Center		15,000.00	Events, meeting space, marketing
ACVB		10,000.00	Printing, marketing services
Sub-Total	27,336.00	23,664.00	
Total In-Kind & Cash	51,000.00		

**Pecan Street Owners Association
Sixth Street Executive Director
Job Description**

The Executive Director shall be the managing officer of the Pecan Street Owners Association. The Director shall work closely with property owners and tenants to accomplish the goals of the organization, and shall be responsible for the following:

Operations

Direct the day to day operations of the organization. Create annual business plan, budget, and establish and maintain organization's database(s).

Tenant & Merchandising Mix

Work to create a tenant strategy. Define tenant mix with the aid of the Downtown Retail Development Strategy, utilizing the strengths of existing tenants and undertake proactive marketing efforts to sell Sixth Street opportunities to defined tenant mix. Develop targeted tenant goals that will create synergy and help achieve customer mix, engender live music and musical heritage of the district. Work closely with local brokerage community to engage them in selling Sixth Street to targeted tenants.

Marketing/Public Relations

Create and implement a marketing plan with a brand and message development that addresses the negative public perception of Sixth Street; promotes the unique historic character of the area, and supports the live music, entertainment district brand of E. Sixth Street

Fundraising

Create a strategic fund-raising strategy. Responsible for the on-going efforts to raise funds through grant writing, special event production, sponsorships PID renewal, and membership contributions.

Event Management

Direct, plan and produce special events for the district that generate sales to the businesses, funds to the organization, creates new partnerships and sponsorship opportunities, and positive publicity for the district.

Government Relations

Work closely with elected officials, City, County, Capital Metro, State, and other applicable agencies employees to accomplish the goals of the organization. Create outreach program for elected officials, and close working relationships with targeted organizations. Work on regulatory barriers and other issues of concern.

PSOA Job Announcement
Executive Director
E. Sixth Street Entertainment District
Austin, Texas

An outstanding opportunity to be part of the revitalization of one of the most exciting, well-branded, historic entertainment district's in the country. The internationally known E. Sixth Street Entertainment District in downtown Austin, Texas, is seeking its first Executive Director. The Board is seeking a full-time Director to work closely with property owners and tenants in the district, local government officials and the local brokerage community on a variety of issues related to the success of this area. A proven track record in downtown management, preferably in an entertainment district, or similar organization is required. The ideal candidate will have a successful record of experience in marketing and public relations, management, fund-raising, real estate brokerage and development, historic preservation, and working closely and successfully with law enforcement and other government agencies. Must demonstrate strong leadership and communication skills, and the ability to work in a multi-faceted environment with diverse personalities. Salary and benefits package will be tied to experience. Please fax or email resumes by October 1, 2004 to Molly Alexander, Associate Director of the Downtown Austin Alliance (512) 477-7456 or email her at molly@downtownaustin.com

PSOA's Evaluation Criteria for Executive Director

Measurable Objective	Timeframe
<i>City of Austin/Public Safety</i>	
Create working group to solve/find solutions to the problems on E. 6th Street including transportation, public order, enforcement, special events, etc. Define goals, and create measureable objectives for committee	3 months
Create ombudsman program with defined City of Austin departments to effectively work with property owners and tenants on development, tenant issues, accessibility and vitality issues, transportation, etc.	3 months
<i>Marketing/Public Relations/Fundraising</i>	3 months
Create a marketing plan and public relations strategy re-branding/re-positioning the street	6 months
Create tenant mix plan/strategy	6 months
Develop relationship with real estate brokers/developers	6 months
Develop marketing pieces to promote/sell the street to potential new tenants	9 months
Work with existing tenants providing educational opportunities, information and expansion options to meet the tenant mix strategy	9 months
Develop strategy and market E. 6th Street to defined tenant mix	1 year
Create financial strategy for self-sufficiency in three years	1 year
Develop relationship with private sector/corporate sponsorship/involvement	6 months
Create promotional opportunities for target market (tourists, families, etc)	6 months
Define special event needs/opportunities for E. Sixth Street benefiting the tenants, property owners and the City of Austin	1 year
Ensure annual funding support from the City of Austin and first-round contributors is maintained	6 months
<i>Historic Preservation</i>	9 months
Create historic preservation/accentuation plan working with interested parties including City of Austin, Austin Heritage Society, ACVB, others including the Texas State History Museum, Austin Past & Present, the Austin History Center, etc.	3 months
Prioritize plan and create 1-3 projects that can be implemented quickly that have visible results	1 year
Create working relationship with Old Pecan Street Assoc. and define collaborative projects	1 year

BYLAWS
OF
PECAN STREET OWNERS ASSOCIATION

ARTICLE I

NAME AND PURPOSE

1.1 Name. The name of the corporation is Pecan Street Owners Association (the "Corporation").

1.2 Purpose. The Corporation is formed for the specific purposes stated in its articles of incorporation. Such purposes shall be carried out for the common good and general welfare of the citizens of Austin, Texas, as a whole and not for the special benefit of any private entity or group.

ARTICLE II

OFFICES

2.1 Registered Office and Agent. The registered office and registered agent of the Corporation shall be as designated from time to time by the appropriate filing by the Corporation in the office of the Secretary of State of the State of Texas.

2.2 Other Offices. The Corporation may have offices at such other places, within the Public Improvement District in Austin, Texas, as hereinafter defined, as the Board of Directors of the Corporation (the "Board") may from time to time determine.

ARTICLE III

MEMBERS

3.1 Qualifications. The Corporation shall be a membership organization. A Member (herein so called) is the record owner of a tract or parcel of assessable real property on the records of the Travis Central Appraisal District that is located within the East Sixth Street Public Improvement District (the "Public Improvement District") created, or to be created, by the City of Austin, Texas (the "City") pursuant to a petition submitted to the City by certain of the owners of real property located within the boundaries of the Public Improvement District. Each record owner of real property assessed in the Public Improvement District (the "Owners") shall automatically be a Member of the Corporation without further act, and without dues or other requirements, for so long as he, she, or it remains a record owner of real property located in the Public Improvement District; and each person or entity who or which acquires record ownership of assessable property within the Public Improvement District will automatically become a Member upon his, her, or its acquisition of such real property. The secretary of the Corporation shall maintain a list of Members and make this list available to all Members upon request.

3.2 Certificates of Membership. The Board may provide for the issuance of certificates or other instruments evidencing membership in the Corporation.

3.3 Voting Rights. The Members shall be entitled to vote on the following matters pertaining to the Corporation:

- (a) Specific Matters. Each Member shall be entitled to vote (i) for the election of Directors, as provided in these bylaws; (ii) on the matters specified in paragraph (b) of

this Section 3.3 below; and (iii) on such other matters as may be brought to a vote of the Members from time to time by the Board at its discretion.

(b) Matters of General Application. In addition to the election of Directors as provided in paragraph (a) of this Section 3.3 above, all Members shall be entitled to vote on the following matters:

- (i) the merger or consolidation of the Corporation;
- (ii) the sale, lease, or exchange of substantially all of the Corporation's assets;
- (iii) the dissolution of the Corporation and a plan of dissolution; and
- (iv) all other matters brought to a vote of the Members by the Board.

(c) Representatives. Each Member that is an entity shall be permitted to act through its duly authorized representative.

3.4 Sanction, Suspension, or Expulsion of Members. The Board may impose reasonable sanctions on a Member, or suspend or expel a Member from the Corporation, for failing or refusing to pay when due any assessment due and owing on any real property owned by such Member that is located within the Public Improvement District. The Board may delegate powers to a regular or ad hoc committee of Directors to oversee this issue, make recommendations to the Board, or take action on behalf of the Board. The Board or a committee designated by the Board to handle a matter involving sanctioning, suspension, or expulsion may not take any action against a Member without giving the Member adequate notice of default and an opportunity to cure the default within a reasonable time (as determined by the Board) after receipt of the notice.

3.5 Transfer of Membership. Membership in the Corporation is not assignable except membership will pass automatically to any person or entity who or which acquires record ownership of a parcel or tract of property within the Public Improvement District.

ARTICLE IV

MEETINGS OF MEMBERS

4.1 Annual Meeting. An annual meeting of the Members shall be held in September of each year. At the annual meeting, the Members shall elect Directors of the Corporation and conduct such other business as may properly come before such meeting.

4.2 Notice of Annual Meetings. Written or printed notice of the annual meeting of Members shall be delivered to each Member not less than twenty (20) nor more than fifty (50) days before the date of the meeting. The notice shall state the place, day, and time of the meeting. Notice shall be given by or at the direction of the Board chair or secretary of the Corporation.

4.3 Special Meetings. Special meetings of the Members may be held from time to time whenever called by the secretary of the Corporation upon the direction of the Board chair or in his or her absence by a vice chair or upon written request of at least one-third (1/3) of the Members; and it shall be the duty of the secretary to give sufficient notice of such meetings to the Members in person or by mail to enable the Members so notified or their authorized representatives to attend such meetings.

4.4 Place of Meeting. The Board may designate any place within Austin, Texas, as the place of meeting for the annual or any special meeting of Members.

4.5 Quorum. At any meeting of Members, a quorum shall exist if at least one-third (1/3) of the Members attend the meeting in person or by proxy. The Members present at a duly called or held meeting at which a quorum is present may continue to transact business at such meeting even if enough Members leave the meeting so that less than a quorum remains. If a quorum is not present at any time during a meeting, a majority of the Members present may adjourn and reconvene the meeting one time without further notice.

4.6 Actions of Membership. A majority of the total number of votes cast by Members pursuant to these bylaws shall be sufficient to constitute the act of the membership, provided that a quorum is or was present, unless the vote of a greater number is required by law or these bylaws.

4.7 Proxies and Authorized Representatives. A Member entitled to vote may vote by proxy executed in writing by the Member. For purposes of this Article IV and all other purposes, a Member can vote and act in all ways through an authorized representative who is delegated the authority to so vote and act on behalf of the Member in a writing duly executed by such Member, and such an authorized representative shall be treated as a Member in attendance for the purposes of the quorum requirements.

ARTICLE V

BOARD OF DIRECTORS

5.1 General Powers. Subject to the limitations of the Articles of Incorporation and these bylaws with respect to powers granted to Members, the affairs of the Corporation shall be managed by its Board. The Board may exercise all powers granted to the Corporation and do all

lawful acts required by the affairs of the Corporation, so long as the exercise of such powers and the doing of such acts are consistent with the Corporation's prescribed purposes.

5.2 Number and Election. The Board shall consist of thirteen (13) persons as follows:

(a) Member Directors. At the first annual meeting of the Members, the Members shall elect nine (9) persons to serve on the Board who are duly authorized representatives of Members.

(b) Other Directors. At the first annual meeting of Members, the Members shall elect four (4) persons to serve on the Board as follows: (i) two (2) persons to serve as at-large Directors, (ii) one (1) person representing the Austin Conventions and Visitors Bureau (as designated by the Austin Conventions and Visitors Bureau) and (iii) one (1) person representing a hotel in the area bounded on the north by Sixth Street, on the east by IH-35, on the south by Town Lake, and on the west by Guadalupe Street.

(c) Advisory Directors. The Board may appoint Advisory Directors who shall serve ex officio as members of the Board but who shall not be entitled to vote on any matter voted upon the Board.

5.3 Tenure. Each Director shall serve for his or her term of office and until his or her successor shall have been duly elected and qualified or until death, resignation, incapacity, or removal. Each Director's term shall be for two (2) years; provided, however, that the persons elected at the first annual meeting of the Members shall draw lots to determine whether their respective terms shall be for one or two years, such that the terms of office of one-half of the Directors shall expire each year. A person selected as a representative of the Austin Conventions and Visitors Bureau shall serve until his or her successor shall have been named by the Austin

Conventions and Visitors Bureau. A Director may serve for more than one term and may be elected for unlimited successive terms.

5.5 Vacancies. A vacancy shall be declared in any seat on the Board upon: (a) a Director missing two (2) consecutive Board meetings or more than one-third (1/3) of the Board meetings in any fiscal year and the Board does not vote to reinstate such Director by a majority vote, (b) the death or resignation of the occupant thereof, (c) the disability of any occupant rendering him or her permanently incapable of participating in the management and affairs of the Corporation, or (d) removal for cause by the affirmative vote of two-thirds (2/3) of the Directors (other than the Director being voted on) then serving at a special meeting of the Directors called for such purpose. For this purpose, "cause" for removal shall be deemed to exist if a Director willfully and materially breaches or habitually neglects his or her duties as a Director of the Corporation, is grossly negligent in carrying out his or her duties as a Director, engages in fraud on the Corporation, engages in any other act materially detrimental to the best interests of the Corporation, or is convicted of a felony. In the event of a vacancy in any seat on the Board, the remaining Directors, although less than a quorum, shall, as soon as reasonably possible, eliminate such vacancy by selecting a new person to be Director for the remainder of the no-longer serving Director's term;.

5.6 Annual Meeting. The annual meeting of the Board shall be held in September of each year and if not so held, then as soon thereafter as convenient. At such meeting, officers shall be elected, annual reports considered and acted upon, and such other business as shall properly come before the meeting shall be transacted.

5.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall from time to time be determined by the Board. At least ten (10) days notice of each regular meeting shall be given to each Director.

5.8 Special Meetings. Special meetings of the Board shall be held whenever called by the secretary of the Corporation upon the direction of the Board chair or in his or her absence by the vice chair or upon the written request of any three (3) Directors; and it shall be the duty of the secretary to give sufficient notice of such meetings in person or by mail, telephone, facsimile transmission, or electronic mail communication to enable the Directors so notified to attend such meetings.

5.9 Quorum for Meetings. A majority of the Directors shall constitute a quorum for the transaction of business at all meetings convened according to these bylaws. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board, except as may be otherwise provided by law, the articles of incorporation, or these bylaws. For purposes of calculating a quorum, in the event there is any vacancy on the Board, such position shall not be included in the calculation.

5.10 Telephone Attendance. At any meeting of the Board, a Director may attend by telephone, video conferencing, or other similar means of communication, provided the means permits the Director personally to participate in the meeting. A Director so attending shall be deemed to be present at the meeting for all purposes, including a determination of whether a quorum is present.

5.11 Notice. It shall be the duty of the secretary to give sufficient notice of all regular and special meetings to enable the Directors so notified to attend such meetings. Whenever

under any provision of an applicable statute, the articles of incorporation, or these bylaws, notice is required to be given to a Director and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing by mail, postage prepaid, addressed to such Director at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be deposited in the United States mails as aforesaid. Notice to Directors may also be given by telephone, facsimile transmission or electronic mail communication and shall be deemed given at the time the telephone message, facsimile transmission or electronic mail shall reach and be communicated to a Director.

5.12 Waiver of Notice. Notice of a meeting may be waived if before or after the meeting each of the Directors not present signs a written waiver of notice or consent to the holding of such meeting, or in writing approves the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

5.13 Attendance as Waiver. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.14 Business to be Transacted. The business to be transacted at any annual, regular, or special meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law.

5.15 Consent to Action. All actions taken at a meeting of the Board which is not regularly called or noticed shall be valid as if taken at a meeting regularly called and noticed if all Directors consent in one of the following manners: either by a writing on the records of a meeting of the Board filed with the secretary, or by presence at such meeting and oral consent entered in the minutes of such meeting, or by taking part in the deliberations undertaken at such meeting without objection. At such meeting any business may be transacted which is not excepted from the written consent or which is not objected to at such meeting for want of notice. If any meeting of the Board is irregular for want of notice, the proceedings may be ratified, approved and rendered valid, and the irregularity or defect therein waived, by a writing signed by all Directors, provided a quorum was present at such meeting.

5.16 Action Without a Meeting. Any action required to be taken at a meeting of the Directors of the Corporation, or any action which may be taken at a meeting of the Directors of the Corporation or of any committee, may be taken without a meeting if a consent in writing setting forth the action to be taken shall be signed by all of the Directors, or all of the members of the committee, as the case may be.

5.17 Compensation. Directors, in their capacity as Directors, shall not receive any stated salaries for their services.

ARTICLE VI

GENERAL OFFICERS

6.1 Election, Term and Removal. The Board shall nominate and elect officers. The officers of the Corporation shall include a Board chair, a vice chair, a president, a secretary, a treasurer, and such other officers as may be determined and selected by the Board. The officers

shall hold office until their successors are elected at a meeting of the Board called for such purpose and such successors qualify, provided that any office will become vacant upon the death, resignation, removal, or disqualification for any reason of the officeholder. Any officer elected or appointed by the Board may be removed by the Board at any time with or without cause whenever in its judgment the best interests of the Corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the officer so removed. Election or appointment of an officer shall not of itself create contract rights.

6.2 Attendance at Board Meetings. The Board chair, and in his or her absence the vice chair, shall call meetings of the Board to order, and shall act as chair of such meetings, and the secretary of the Corporation shall act as secretary of all such meetings, but in the absence of the secretary, the chair may appoint any person present to act as secretary of the meeting.

6.3 Duties; Qualifications. The principal duties of the several officers are as follows:

(a) Chair. The Board chair shall preside at meetings of the Board, and shall perform such other tasks as may be prescribed from time to time by the Board or as are appropriate to this position. The Board chair must be a member of the Board.

(b) Vice Chair. The vice chair shall discharge the duties of the chair of the Board in the event of his or her absence or disability for any cause whatever, and shall perform such additional duties as may be prescribed from time to time by the Board. The vice chair must be a member of the Board.

(c) President. The president shall be the chief executive officer of the Corporation and shall have general charge and supervision of the day-to-day administration and management of the affairs and business of the Corporation. The president shall see that

all orders and resolutions of the Board are carried into effect and shall perform such other duties as may be prescribed from time to time by the Board.

(d) Secretary. The secretary shall have charge of the records and correspondence of the Corporation under the direction of the Board chair, shall be the custodian of the seal, if any, of the Corporation, shall give notice of and attend all meetings of the Board, shall take and keep true minutes of all meetings of the Board, and shall discharge such other duties as shall be assigned to him or her by the president or the Board. In case of the absence or disability of the secretary, the Board may appoint an assistant secretary to perform the duties of the secretary during such absence or disability. The secretary must be a member of the Board.

(e) Treasurer. The treasurer shall keep account of all money, credits, and property of the Corporation and keep an account of all money received and discharged. In general, the treasurer shall perform all the duties which are incident to the office of treasurer, subject to the Board, and shall perform such additional duties as may be prescribed from time to time by the Board. The treasurer shall give bond only if required by the Board. In case of absence or disability of the treasurer, the Board may appoint an assistant treasurer to perform the duties of the treasurer during such absence or disability. The treasurer must be a member of the Board.

6.4 Compensation. The compensation of the president, if any, shall be fixed from time to time by the Board. All other elected officers shall serve without compensation.

ARTICLE VII

APPOINTIVE OFFICERS AND AGENTS

The Board may appoint such officers and agents in addition to those provided for in Article VI as may be deemed necessary, who shall have such authority and perform such duties as shall from time to time be prescribed by the Board. All appointive officers and agents shall hold their respective offices or positions at the pleasure of the Board, and may be removed from office or discharged at any time with or without cause; provided that removal without cause shall not prejudice the contract rights, if any, of such officers and agents.

ARTICLE VIII

COMMITTEES

8.1 Executive Committee. The Board may by resolution designate an Executive Committee consisting of the Board chair, the vice chair, the secretary, the treasurer, and such other persons as may be designated in the resolution. The Board chair shall serve as Chair of the Executive Committee if an Executive Committee is established by the Board. The Executive Committee, to the extent provided in the resolution, shall have and may exercise all the authority of the Board in the management of the Corporation, except that the Committee shall have no authority to amend the articles of incorporation; adopt a plan of merger or consolidation; approve the sale, lease, exchange, mortgage, or other disposition of all or substantially all of the property and assets of the Corporation, or a voluntary dissolution thereof; amend, alter, or repeal any provision of these bylaws; elect or remove Directors or officers of the Corporation, or members of the Executive Committee; or amend, alter, or repeal any resolution of the Board which, by its terms, provides that it shall not be amended, altered, or repealed by the Executive Committee.

The Board shall have power at any time to fill vacancies in, to change the size or membership of, and to discharge the Executive Committee. The Executive Committee shall keep a written record of its proceedings for the corporate records.

8.2 Nominating Committee.

(a) Number, Qualification. The Board may by resolution designate a Nominating Committee.

(b) Procedure for Nominations. Prior to the annual meeting of Members each year, the Nominating Committee shall meet and select one nominee for each upcoming Director vacancy to be filled by election on the Board. This slate of nominees shall be presented to the Board chair prior to the annual meeting of Members. The chair shall cause the slate to be published with the secretary's notice of the annual meeting of Members. Additional nominations may be made by any Member in person at the annual meeting.

(c) Nominating Considerations. The Nominating Committee shall ascertain that each nominee placed on the slate satisfies the qualifications for the position as enunciated in these bylaws. In addition, the Nominating Committee shall verify that the nominee has agreed to accept the responsibilities of the Directorship. Finally, in selecting the nominees, the Nominating Committee shall strive to maintain a diverse representation on the Board so that the interests of Members in all areas of the Public Improvement District may be represented.

8.3 Other Committees. The Board, by resolution, may designate one or more other committees, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board in the management of the Corporation. The designation of such

committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed on it or him by law.

8.4 Advisory Boards or Committees. Advisory boards or committees not having and exercising the authority, responsibility, or duties of the Board in the management of the Corporation may be designated by a resolution adopted by the Board. Except as otherwise provided in such resolution, members of each such advisory board or committee need not be Directors of the Corporation, the Board chair shall appoint the members thereof, and any member thereof may be removed by the Board chair whenever in the chair's judgment the best interests of the Corporation shall be served by such removal.

8.5 Term of Office. Each member of a committee or advisory board or committee shall continue as such until the next annual meeting of the Board of the Corporation and until his or her successor is appointed, unless the board or committee is sooner terminated, or unless such member is removed from such board or committee or unless such member shall cease to qualify as a member thereof.

8.6 Chair. Unless otherwise provided in the resolution of the Board designating a committee or advisory board or committee, one or more members of each committee or advisory board or committee shall be appointed chair, or co-chair, by the person or persons authorized to appoint the members thereof.

8.7 Vacancies. Vacancies in the membership of any committee or advisory board or committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.8 Quorum; Manner of Acting. Unless otherwise provided in the resolution of the Board designating a committee or advisory board or committee, a majority of the committee or advisory board or advisory committee shall constitute a quorum, and the act of the majority of the members present at a meeting at which a quorum is present shall be the act of the committee or advisory board or advisory committee.

8.9 Rules. Each committee or advisory board or committee may adopt rules for its own government not inconsistent with these bylaws or with rules adopted by the Board.

ARTICLE IX

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

9.1 Contracts. The Board may authorize any officer or officers, or agent or agents, of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

9.2 Checks, Drafts, or Orders for Payment. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such officer or officers, or agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the president and countersigned by the treasurer of the Corporation, except where the amount of the instrument is less than \$500, in which case the signature of either of the president or the treasurer shall be sufficient.

9.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board may select.

9.4 Investments. The Corporation shall have the right to retain all or any part of any property, real, personal, tangible, or intangible, acquired by it in whatever manner, and pursuant to the direction and judgment of the Board, to invest and reinvest any funds held by it without being restricted to the class of investments available to Directors by law or any similar restriction; provided, however, that no action shall be taken by or on behalf of the Corporation if such action would result in denial or revocation of the Corporation's exemption from federal income taxation under the Internal Revenue Code and its regulations.

ARTICLE X

AMENDMENT OR REPEAL

These bylaws may be amended, altered or repealed by a vote of two-thirds (2/3) of the Directors.

ARTICLE XI

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Directors and officers of the Corporation shall be indemnified to the fullest extent now or hereafter permitted by law in connection with any actual or threatened action or proceeding (including civil, criminal, administrative, or investigative proceedings) arising out of their service to the Corporation or to another organization or enterprise at the Corporation's request. Persons who are not Directors or officers of the Corporation may be similarly indemnified in respect of such service to the extent authorized at any time by the Board. The Corporation may

at any time, to the extent authorized by the Board, take such steps as may be deemed appropriate by the Corporation, including purchasing and maintaining insurance, entering into contracts (including, without limitation, contracts of indemnification between the Corporation and its Directors and officers), creating a trust fund, granting security interests, or using other means to insure the payment of such amount as may be necessary to effect such indemnification. Neither the amendment nor repeal of this Article XI shall affect any right of protection of a person with respect to any act or omission occurring prior to the time of such repeal or modification. The indemnification provided by this Article XI shall not be deemed exclusive of any other rights to which a Director or officer or former Director or officer may be entitled under any bylaw, agreement, insurance policy, or otherwise.

ARTICLE XII

MISCELLANEOUS

12.1 Fiscal Year. The fiscal year of the Corporation shall be fixed by the Board.

12.2 Invalid Provisions. If any part of these bylaws is held invalid or inoperative for any reason, the remaining parts, so far as is possible and reasonable, shall remain valid and operative.

12.3 Headings. The headings used in these bylaws are for convenience only and do not constitute matter to be construed in the interpretation of these bylaws.

12.4 Gender. Whenever the context requires, all words in these bylaws in the male gender shall be deemed to include the female gender, all singular words shall include the plural, and all plural words shall include the singular.

THE UNDERSIGNED HEREBY CERTIFIES that the foregoing is the Bylaws of said Corporation, adopted as of the ____ day of _____, 2004.

Secretary

ARTICLES OF INCORPORATION
OF
PECAN STREET OWNERS ASSOCIATION

The undersigned, being a natural person of the age of eighteen years or more, acting as the incorporator of a corporation (hereinafter called the "**Corporation**") under the Texas Non-Profit Corporation Act (the "**Act**"), does hereby adopt the following Articles of Incorporation for the Corporation:

ARTICLE ONE

The name of the Corporation is Pecan Street Owners Association.

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of duration of the Corporation is perpetual.

ARTICLE FOUR

The purpose for which the Corporation is organized is to act as a business league within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended (the "**Code**") or the corresponding provision of any future United States Internal Revenue law. The Corporation shall promote a common business interest and shall not engage in a regular business of a kind ordinarily carried on for profit. The Corporation's activities will be directed to the improvement of business conditions for one or more lines of business rather than the performance of particular services for individual persons. More specifically, the Corporation shall work:

- (a) To advocate for the preservation and enhancement of the unique historical character of the Sixth Street district in Austin, Texas;
- (b) To create a vibrant mixed-use district in the Austin Sixth Street district, whose diverse offerings are a strong asset appreciated by both local citizens and visitors alike;
- (c) To make the Austin Sixth Street district an important economic and cultural asset to the community for today and future generations; and

(d) To do all other things permitted under the Act that may be necessary or desirable to effect the foregoing.

ARTICLE FIVE

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Code Section 501(h)), and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. Notwithstanding any other provision of these articles of incorporation, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Code Section 501(c)(6) (or by the corresponding section of any future United States Internal Revenue law) or by a corporation contributions to which are deductible under Code Section 170(c)(2) (or by the corresponding section of any future United States Internal Revenue law).

ARTICLE SIX

The street address of the initial registered office of the Corporation is _____, and the name of its initial registered agent at such address is _____.

ARTICLE SEVEN

The number of directors constituting the initial Board of Directors is _____ and the name and address of each person who is to serve on the initial Board of Directors are as follows:

<u>Name</u>	<u>Mailing and Street Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ARTICLE EIGHT

The Corporation's members shall be property owners in the public improvement district in the Sixth Street district of Austin, Texas, with all membership attributes being more fully described in the Corporation's Bylaws.

ARTICLE NINE

To the fullest extent permitted by applicable law, a director of the Corporation shall not be liable to the Corporation for monetary damages for an act or omission in the director's capacity as a director, except that this Article does not eliminate or limit the liability of a director of the Corporation to the extent the director is found liable for:

- (a) a breach of the director's duty of loyalty to the Corporation;
- (b) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (c) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- (d) an act or omission for which the liability of a director is expressly provided by an applicable statute.

Any repeal or amendment of this Article by the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article, a director shall not be liable to the Corporation to such further extent as permitted by any law hereafter enacted, including without limitation, any subsequent amendment to the Texas Miscellaneous Corporation Laws Act or the Texas Non-Profit Corporation Act.

ARTICLE TEN

The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (a) is or was a director or officer of the Corporation or (b) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a director or officer under the Act, as the same exists or may be amended. Such right shall be a contract right and shall include the right to be paid or reimbursed by the Corporation for expenses

incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Act, as the same exists or may be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Act, but the burden of proving such defense shall be on the Corporation. Neither the failure of the Corporation (including its board of directors or any committee thereof, special legal counsel, or members, if any) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the claimant is permissible in the circumstances nor an actual determination by the Corporation (including its board of directors or any committee thereof, special legal counsel, or members, if any) that such indemnification or advancement is not permissible, shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall inure to the benefit of the person's heirs, executors, administrators, and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, resolution of members, if any, or directors, agreement, or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article Eleven shall extend to proceedings involving the negligence of such persons. The Corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained above to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The Corporation may purchase and maintain insurance on behalf of any person who is serving the Corporation (or another entity at the request of the Corporation) against any liability asserted against the person and incurred by the person in such a capacity or arising out of his status as such a person, whether or not the Corporation would have the power to indemnify him against that liability under this article or by statute. Notwithstanding the foregoing, no person shall be indemnified pursuant to the provisions of this article and no insurance may be maintained on behalf of any person if such indemnification or maintenance of insurance would subject the Corporation or such person to income or excise tax under the Code, including any tax asserted under Chapter 42 of the Code. As used herein, the term "proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, any appeal in such an action, suit, or proceeding, and any inquiry or investigation that could lead to such an action, suit, or proceeding.

ARTICLE ELEVEN

Upon the dissolution of the Corporation, after paying or making provision for payment of all of the liabilities of the Company in accordance with any prior legal agreements, the Company's assets shall be distributed for one or more exempt purposes within the meaning of Code Section 501(c)(6) (or the corresponding section of any future United States Internal Revenue law) or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of

competent jurisdiction, in the county in which the principal office of the Corporation is then located exclusively for the purposes described herein.

ARTICLE TWELVE

The name and address of the incorporator are as follows:

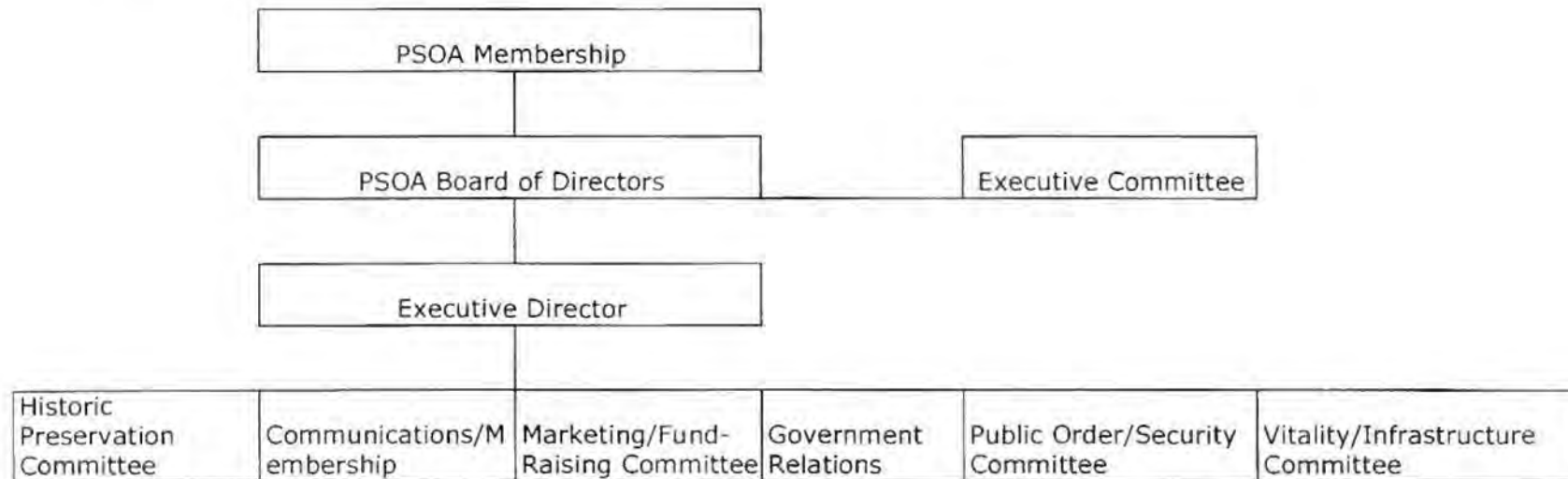
Name

Mailing and
Street Address

SIGNED this ____ day of _____, 2004.

Name: _____

PSOA Chart of Responsibilities



**PSOA Sixth Street Action Plan
Critical Focus Areas**

I. Security/Public Order

Lead: Jeff Trigger & John Rosato

Create a plan that addresses the following issues

- APD resource allocation
- Goodwill ambassador mentality
- 24 Hour Enforcement
- Community input
- Accountability
- Specialized training
- Working relationship with APD/community
- Review of ordinances/SOP
- Public education

Self Help

- Private security
- Pro-active tenant recruitment
- Security consultant
- Communications strategy

II. Historic Preservation/Accentuation

Lead: Terry Boothe & Alex Pope

Create a plan that addresses the following issues

- Historic Vision
- District identification – signage/ entry ways
- Restoration issues – incentives, tax advantages, etc
- Review of ordinances

III. Infrastructure Enhancement/Vitality

Lead: Carl Daywood

Create a plan that addresses the following issues

- Cleanliness
- Sidewalks
- Street life – outdoor cafes, retail, etc
- Utility upgrades
- Pedestrian issues (canopies/lighting, etc)
- Maintenance
- Review of ordinances

IV. Accessibility

Lead: Rony Kahan

Create a plan that addresses the following issues

- Traffic flow/issues/routing
- Pedestrian access
- Linkages
- Slowing down traffic
- Parking
- Mass Transit

V. Marketing/Public Relations

Leads: Shannon Sedwick

Create a plan that addresses the following issues

- Change public perception of Sixth Street
- Promotions/Special Events Plan
- Historic publications/marketing
- Define tenant mix & market to defined mix
- Create a brand/logo & message development

VI. Government Relations

Lead: Dennis McDaniel and Andy Slater

Create a plan that addresses the following issues

- Regulatory barriers
- Downtown ombudsman
- City Council outreach
- Outreach to other targeted organizations (Chamber)
- Review ordinances
- Create strategic alliances (ACVB)

PECAN STREET ASSOCIATION
FIVE YEAR SERVICE PLAN
OCTOBER 1, 2004 TO SEPTEMBER 30, 2009

Table A FIVE YEAR REVENUE PROJECTIONS

SOURCE	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
Total Valuation	123,626,774	123,626,774	123,626,774	123,626,774	123,626,774
Assessment Base	39,503,965	39,503,965	39,503,965	39,503,965	39,503,965
Assessment Rate	10/100	10/100	10/100	10/100	10/100
Total Assessments	39,504	39,504	39,504	39,504	39,504
Collection Rate	96%	96%	96%	96%	96%
Assessment Revenue	37,804	37,804	37,804	37,804	37,804
CONTRIBUTION REVENUES					
SOURCE	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
City of Austin	43,500	43,500	43,500	43,500	43,500
Prior Year Revenue Interest & late Pmt	-	-	-	-	-
Total	43,500	43,500	43,500	43,500	43,500
Other Revenues					
SOURCE	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
Donations	48,000	48,000	48,000	48,000	48,000
Sponsorships	-	-	-	-	-
Events	-	-	-	-	-
Total	48,000	48,000	48,000	48,000	48,000
TOTAL ANNUAL REVENUES					
SOURCE	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
Assessment Revenues	37,804	37,804	37,804	37,804	37,804
Contribution Revenues	43,500	43,500	43,500	43,500	43,500
Less: Reserve for Revenue Collection	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)
Other Revenues	48,000	48,000	48,000	48,000	48,000
Total	125,304	125,304	125,304	125,304	125,304

Table B FIVE YEAR EXPENDITURE PROJECTIONS

PROGRAM	YR 1 10/04-9/05	YR 2 10/05-9/06	YR 3 10/06-9/07	YR 4 10/07-9/08	YR 5 10/08-9/09
SECURITY	25,061	25,061	25,061	25,061	25,061
COMMUNICATION/MEMBERSHIP	18,796	18,796	15,036	15,036	15,036
PHYSICAL IMPROVEMENT	18,796	18,796	22,555	22,555	22,555
MARKETING/FUND RAISING	25,061	25,061	25,061	25,061	25,061
HISTORIC PRESERVATION	18,796	18,796	18,796	18,796	18,796
ADMINISTRATION	18,796	18,796	18,796	18,796	18,796
TOTAL EXPENDITURE	125,304	125,304	125,304	125,304	125,304



REQUEST FOR PROPOSAL ADDENDUM

RFP NO. M005300003 ADDENDUM NO. 1 DATE OF ADDENDUM: 10/15/04
Management of the East 6th Street Public Improvement District

This Request for Proposal is hereby amended as follows:

1. Proposer must submit four copies of the proposal- one original and three copies.
2. All other terms and conditions remain the same.

Approved: signed copy available in the Purchasing Office

Mick Osborne, Sr. Buyer, (512) 974-2995
Finance and Administrative Services Dept.
Purchasing Division
P.O. Box 1088
Austin, Texas 78767-8845

Acknowledged: Pecan Street Owners
Proposer/Firm Association

John Rosato
Signature

10/18/04
Date

**RETURN THIS DOCUMENT SIGNED PRIOR TO RFP CLOSING DATE AND
TIME OR WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN
YOUR PROPOSAL NOT BEING CONSIDERED.**

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer and Award Sheet

SOLICITATION NO: MO05300003

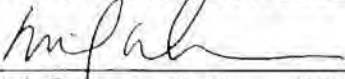
DATE ISSUED: October 4, 2004

REQUISITION NO: 550AC000403

COMMODITY/SERVICE DESCRIPTION: Management of the East 6th
Street Public Improvement District

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A
LOCATION: N/A

FOR CONTRACTUAL ISSUES CONTACT:


Mick Osborne, Sr. Buyer (512) 974-2995

PROPOSAL DUE PRIOR TO: 2:00 PM on October 19, 2004

COMPLIANCE PLAN DUE PRIOR TO: N/A

PROPOSAL CLOSING TIME AND DATE: 2:00 PM on October 19, 2004

FOR TECHNICAL ISSUES CONTACT:

Michael Knox, EGRSO, (512) 974-6415

LOCATION: 206 E. 9th STREET, TWO COMMODORE PLAZA
SUITE 15.120, AUSTIN, TEXAS 78701

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this solicitation are contained in Section 0900.

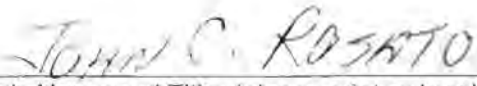
SOLICITATION TO:

Pecan Street Owners Association
211 E. 7th St., Suite # 100-L
Austin, TX 78701


Signature of Person Authorized to Sign Proposal

FEDERAL TAX ID NO.

Phone No. (512) 784-4430, 512-467-1700


Signer's Name and Title: (please print or type)

Fax No. (512) 477-7454

Date: October 19, 2004

AWARD DOCUMENT

(This section for City of Austin only)

Date of Award:

The above Proposal is accepted as to:

Contract No.:

Dollar Value:

By: _____

PURCHASING OFFICE FOR CITY MANAGER

**City of Austin, Texas
Human Rights Commission
NON-DISCRIMINATION CERTIFICATION (RFP)**

TO: CITY OF AUSTIN, TEXAS

I hereby certify that our firm conforms to the 1992 City of Austin Code; Chapters 7-4 as reiterated below:

ARTICLE VII, Chapter 7-4: Discrimination in Employment by City Contractors. Sec. 7-4-2 Requirements of contractors:

- B (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined in this chapter.

Dated this 19 day of October, 2004

Vendor Arco Street Design Group

Signature John R. Rago

Title Board Member

CITY OF AUSTIN
PROPOSER'S AFFIDAVIT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

RFP NO. MO05300003

FOR
Management of the East 6th Street Public Improvement District

State of Texas
County of Travis

I, John Rosato, being first duly sworn, depose and say:

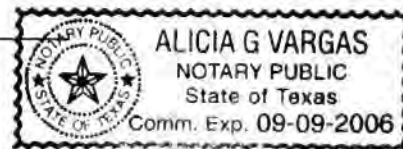
- (1) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other proposer or potential proposer in regard to the amount of this proposal or the terms or conditions of this proposal. I have not paid or agreed to pay, directly or indirectly any person, firm, corporation or other proposer or potential proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the attached proposal or the proposal of any other proposer. I will not pay any money or anything of value in the future for those purposes.
- (2) None of the deciding factors set forth in the request for proposal or in the subsequent agreement were my idea or the idea of anyone representing my company, unless the suggestion was made at a meeting open to all proposers, which all proposers had notice of.
- (3) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest have had any involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should I receive a contract award in response to my proposal, no agent, representative, consultant or subconsultant affiliated with my company, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
- (4) There are no other potential or actual conflicts of interest regarding this solicitation.
- (5) No officer or stockholder of my company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- (6) None of my agents, representatives, subconsultants or I have undertaken or will undertake any activities or actions to promote or advertise my proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.

Signature/Title: John Rosato

Subscribed and sworn to before me this 19 day of October 2004

Alicia G. Vargas

Notary Public



My Commission Expires 9-9-2006

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)
PROCUREMENT PROGRAM (RFP)**

SOLICITATION NUMBER: MO05300003

PROJECT NAME: MANAGEMENT OF THE EAST 6TH STREET PUBLIC IMPROVEMENT DISTRICT

DATE ISSUED: October 4, 2004

The 1992 City Code, Chapter 5-7, as amended, establishes a Minority- and Women-Owned Business Enterprise (M/WBE) Procurement Program. The aim of this program is to promote M/WBE participation in all areas of the City's procurement, through its prime contract awards and subcontracts, and to afford M/WBEs an equal opportunity to compete for all City contracts. In particular, this program encourages contractors to provide opportunities to certified M/WBEs for subcontracts or related contracts. A "Subcontractor" is defined by the Ordinance and for the purposes of this form as any person or business enterprise providing goods, labor, or services to a contractor if such goods, labor, or services are procured or used in fulfillment of the contractor's obligations arising from a contract with the City. In accordance with the 1992 City Code, Chapter 5-7, as amended, goals for M/WBE participation differ from contract to contract, based on the type of contract, the availability of M/WBEs to perform the functions of the contract, and other factors.

The City of Austin has determined that no goals will be established for this project.

Even though no goals have been established, the bidder is required to comply with the City's M/WBE Procurement Program if areas of subcontracting are identified. If certain services are needed to perform the contract and the bidder does not perform those services with its own workforce or if certain supplies or materials are required and the bidder does not have those supplies or materials in its inventory, the bidder shall:

- A. contact the Department of Small and Minority Business Resources (SMBR), 4100 Ed Bluestein Blvd, Austin, Texas 78721 ((512) 974-7600) to obtain a list of available MBE/WBE firms to perform the services or provide the supplies or materials. Make a good faith effort to use MBE/WBEs to provide the needed services, supplies or materials.
- B. obtain an M/WBE Procurement Program Package from the buyer in the Purchasing Office, complete the Compliance Plan to document all subcontracting activity, and return it to the Buyer in the Purchasing Office.
- C. report all initial subcontract awards to the Contract Manager for this project within ten (10) calendar days after execution of an Agreement with a subcontractor.

I understand and agree that this MBE/WBE Form shall become a part of my contract with the City of Austin.

JOHN C. ROSATO
Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

10/19/04
Date

**REQUEST FOR PROPOSAL ADDENDUM**

RFP NO. MO05300003 ADDENDUM NO. 1 DATE OF ADDENDUM: 10/15/04
Management of the East 6th Street Public Improvement District

This Request for Proposal is hereby amended as follows:

1. Proposer must submit four copies of the proposal- one original and three copies.
2. All other terms and conditions remain the same.

Approved: signed copy available in the Purchasing Office

Mick Osborne, Sr. Buyer, (512) 974-2995
Finance and Administrative Services Dept.
Purchasing Division
P.O. Box 1088
Austin, Texas 78767-8845

Acknowledged: Pecan Street Owners
Proposer/Firm Association

John Rosato
Signature (ma)

10/15/04
Date

**RETURN THIS DOCUMENT SIGNED PRIOR TO RFP CLOSING DATE AND
TIME OR WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN
YOUR PROPOSAL NOT BEING CONSIDERED.**



REQUEST FOR PROPOSAL ADDENDUM

RFP NO. MO05300003 ADDENDUM NO. 1 DATE OF ADDENDUM: 10/15/04
Management of the East 6th Street Public Improvement District

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1. Proposer must submit four copies of the proposal- one original and three copies.
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Mick Osborne, Sr. Buyer, (512) 974-2995
Finance and Administrative Services Dept.
Purchasing Division
P.O. Box 1088
Austin, Texas 78767-8845

Acknowledged:

Proposer/Firm

Signature

Date

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CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer and Award Sheet

SOLICITATION NO: MO05300003

COMMODITY/SERVICE DESCRIPTION: Management of the East 6th
Street Public Improvement District

DATE ISSUED: October 4, 2004

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A
LOCATION: N/A

REQUISITION NO: 550AC000403

FOR CONTRACTUAL ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: 2:00 PM on October 19, 2004



COMPLIANCE PLAN DUE PRIOR TO: N/A

Mick Osborne, Sr. Buyer (512) 974-2995

PROPOSAL CLOSING TIME AND DATE: 2:00 PM on October 19, 2004

FOR TECHNICAL ISSUES CONTACT:

LOCATION: 206 E. 9th STREET, TWO COMMODORE PLAZA
SUITE 15.120, AUSTIN, TEXAS 78701

Michael Knox, EGRSO, (512) 974-6415

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this solicitation are contained in Section 0900.

SOLICITATION TO:

Signature of Person Authorized to Sign Proposal

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. _____

Fax No. () _____

Phone No. () _____

Date: _____

AWARD DOCUMENT (This section for City of Austin only)

Date of Award:

Contract No.:

The above Proposal is accepted as to:

Dollar Value:

By: _____

PURCHASING OFFICE FOR CITY MANAGER

Table of Contents

SECTION NO.	TITLE	PAGES
0100, 0200, 0300	See http://www.ci.austin.tx.us/purchase/standard.htm	N/A
0400	SUPPLEMENTAL PURCHASE PROVISIONS	2
0500	SCOPE OF WORK / SPECIFICATION	4
ATTA	ATTACHMENT A- MAP OF AREA	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	5
0700	NON-DISCRIMINATION CERTIFICATION	1
0800	AFFIDAVIT OF NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI LOBBYING	1
0900	M/WBE PROGRAM PACKAGE (with Availability List and Compliance Plan or No Goals Form)	1
1000	NO OFFER RESPONSE FORM	1

RETURN FOLLOWING DOCUMENTS WITH PROPOSAL*

- Cover Page Offer and Award Sheet (IFB)
- Section 0700, Non-Discrimination Certification (HRC 0001)
- Section 0800, Proposer's Signed Affidavit of Non-Collusion, Non-Conflict Of Interest, And Anti-Lobbying
- Section 0900, MBE/WBE Procurement Program Package (IFB), or No Goals Form
- Proposal Guarantee (if required)

- * See also Section 0400, Supplemental Purchase Provisions, Section 0500, Scope of Work/Specification, and Section 0600, Proposal Preparation Instructions & Evaluation Factors, for additional documents that must be submitted with the Proposal.

NOTES:

INCORPORATION OF DOCUMENTS. As of March 22, 2000, three (3) Sections of the solicitation documents have been made available via the Internet. These three sections: Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address: <http://www.ci.austin.tx.us/purchase/standard.htm>. Please select the appropriate set of documents for the type solicitation – i.e. Invitation for Bid (IFB), Request for Proposal (RFP), or Request for Quotations (RFQ).

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the below address. Please have the solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed or faxed to you.

When sending a sealed Proposal and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin
Purchasing Office	Purchasing Office
P.O. Box 1088	Two Commodore Plaza
Austin, Texas 78767-8845	206 E. 9th St. 15th floor, Suite 15.120
	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Notes: Proposals (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

Unless authorized in the solicitation, telegraphic or facsimile Proposals will not be accepted.

**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **Explanations Or Clarifications** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by 4:00 p.m. on October 12, 2004. Inquiries may be faxed to the attention of Mick Osborne at (512) 974-2388 or e-mailed to mick.osborne@ci.austin.tx.us.

2. **Insurance** (reference paragraph 32 in Section 0300)

A. The insurance certificate shall be mailed to the following address:

City of Austin Purchasing Office
Attn:
P. O. Box 1088
Austin, Texas 78767

B. The following insurance requirement is in addition to the requirements noted in Section 0300, Paragraph 32:

Directors and Officers Professional Liability

Directors and Officers Insurance with a minimum of not less than \$1,000,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacities as such. If coverage is underwritten on a claims-made basis, the retroactive date shall be coincident with or prior to the date of the Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date. The coverage shall be continuous for the duration of the Contract and for not less than twenty-four (24) months following the end of the Contract. Coverage, including renewals, shall have the same retroactive date as the original policy applicable to the Contract. The Contractor shall, on at least an annual basis, provide the City with a certificate of insurance as evidence of such insurance.

3. **Term of Contract**

- A. The Contract shall be in effect for a period of 12 months and may be extended thereafter for up to four additional 12 month periods, subject to the approval of the Contractor and the City Manager or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).

4. **Invoices** (reference paragraph 12 in Section 0300)

Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices" and shall be mailed to the below address. Invoices received without all required information cannot be processed and will be returned to the vendor.

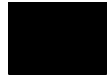
**CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS (RFP)**

	City of Austin
Department	Economic Growth and Redevelopment Services
Attn:	Accounts Payable
Address	505 Barton Springs Rd., Suite 13.5
City, State Zip Code	Austin, TX 78704

5. Contract Manager

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor:

Michael Knox, Economic Growth and Redevelopment Services (512) 974-6415



**CITY OF AUSTIN
PURCHASING OFFICE
SCOPE OF WORK (RFP)
SOLICITATION NUMBER: MO05300003**

Management of East Sixth Street Public Improvement District (PID)

SCOPE OF WORK

1. PURPOSE

The City of Austin, hereinafter referred to as the City, seeks proposals in response to this Request for Proposal (RFP) from management groups qualified in the management and operation of public improvement districts in entertainment areas, to manage the East Sixth Street Public Improvement District ("District"), as shown on the attached map (Attachment A). The goals of the District are to accomplish the following:

- create a vibrant mixed-use district, where diverse offerings, including retail, live music and other live entertainment, are a strong asset appreciated by both locals and visitors alike;
- strengthen E. Sixth Street as an important economic and cultural asset to the community for present and future generations; and
- advocate for the preservation and enhancement of the district's unique historic character.

2. BACKGROUND

Over the years there have been numerous attempts to turn Sixth Street around. Various initiatives were attempted with little lasting impact. In 2002, many property owners came together as a group to address the issues confronting E. Sixth Street.

Looking strategically, the group felt it imperative to conduct research on the District, engaging a consultant to analyze similar districts throughout the country to estimate the potential of Sixth Street. Mitch Nichols, of Nichols Gilstrap Inc, conducted the research and presented his findings to the Downtown Austin Alliance ("DAA") at their quarterly luncheon in March 2003. In the final analysis, it was concluded that Sixth Street was not meeting its potential. The study noted that if two-thirds of the available space on Sixth Street achieved sales volumes comparable to other strongly performing districts, more than \$150 million in annual sales could be generated within this single historic district. Additionally, the analysis noted that while other similar entertainment/historic districts were frequently achieving lease rates of \$2.50 sq. ft. monthly (\$30 sq. ft. annually), Sixth Street is typically achieving rates of only \$1.00 to \$1.50 sq. ft. monthly (\$12-\$18/sq. ft. annually). The report recognized that if a successful transition occurred on Sixth Street, building values could escalate 30-50%, an evolution that would lead to expanded property and sales taxes to the City, County and School District.

With the findings of the study, additional research and site visits to Dallas and other entertainment districts, the creation of a strategic approach was undertaken. The informal property owners group decided the only way to turn things around on E. Sixth Street was to form an association and create a public improvement district for the area.

In June of 2004 the group submitted to the City a set of signed petitions representing over 66% of property owners in the proposed district, requesting the creation of the district. In July and August a five-year Service Plan and budget were developed. On August 26, 2004, after a public hearing on the proposal was held, the Austin City Council approved Resolution No. 040826-65 authorizing the creation of the District.

3. **SCOPE OF WORK**

A. Title of Program

East Sixth Street Public Improvement District

B. Objective

To manage the East Sixth Street Public Improvement District

C. Implementation

Following authorization by City Council to enter into an agreement with the selected Contractor, the negotiation process will offer the opportunity for the City and Contractor to refine, amend and complete the definition of services to be rendered by the Contractor. All proposers may recommend additional or alternative tasks or activities necessary to achieve the intended results.

Contractor shall identify and carry out projects that implement the following programs:

1. Public Order / Safety - 20%

The Contractor will work directly with the City to create a working group to begin to identify the issues and barriers facing E. Sixth Street. A working plan will be created with ways to solve/mitigate issues. The E. Sixth Street PID management contractor will also work directly with the DAA, the Austin Police Department and others to address the issues of public safety, order and evening management of the street.

- a. Create and facilitate a working group to develop an action plan for addressing public order / safety issues in the district.
- b. Work with the City of Austin to create a working group to identify problems with development, enhancement, accessibility, transportation and other related issues to E. Sixth Street.

2. Communications/Membership -15%

The Contractor will design an effective database and management system of property information. The Contractor will:

- a. Create/set-up the organization's database with Travis Central Appraisal District information, property owner information, etc.
- b. Create a communications strategy developing effective ways to communicate with the membership, owners and other stakeholders.
- c. Create public membership opportunities.

3. Physical Improvements - 15%

The Contractor will create a strategy and a plan for physical improvements in the district such as signage, sidewalks, entryways, etc.

4. Marketing/Public Relations/Strategic Partnerships - 20%

The Contractor will:

- a. Create a financial strategy for self-sufficiency in three years, through strategic partnerships with private sector for promotional and funding opportunities
- b. Create a marketing plan and public relations strategy for the district.
- c. Develop relationships with the real estate broker and developer community.
- d. Work with existing tenants, providing education opportunities and expansion options.

5. Historic Preservation/Accentuation - 15%

The Contractor will:

- a. Create a strong working group to develop this area from the historic preservation, tourism, art and culture communities
- b. Develop a working document that sets the vision for the interpretation and enhancement of the historic district.

6. Administration - 15%

The Contractor will:

- a. Hire an executive director
- b. Set-up accounting policies and procedures
- c. Create and begin implementing a strategic plan for fund-raising
- d. Make a best effort to carry out the City of Austin policy to stimulate the growth of Minority- and Women-Owned Business Enterprises

D. Budget

The City Council approved a Five-year Service Plan and Preliminary Budget (Attachment B) that allocates approximately \$125,000 per year to the following areas:

City/Public Order/Safety	20%	\$25,000
Communications/Membership	15%	\$18,750
Physical Improvements	15%	\$18,750
Marketing/Public Relations	20%	\$25,000
Historic Preservation/Accentuation	15%	\$18,750
Administration	15%	\$18,750
Total Expenses	100%	\$125,000

It is expected that actual annual budgets will vary from this preliminary allocation, as the District transitions from "start-up" mode in the first one to two years to a more balanced work plan in later years.

E. Revenue

Revenue sources include PID assessments, City of Austin contributions, and funds raised through memberships, donations, sponsorships and fund raising events.

	Year 1	Year 2	Year 3	Year 4	Year 5
PID Assessment	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000
City of Austin	\$43,500	\$43,500*	\$43,500*		
Donations and Memberships	\$48,000	\$48,000	\$48,000	\$11,000	\$11,000
Sponsorships				\$30,000	\$30,000
Events				\$50,000	\$50,000
Reserve	\$-4,000	\$-4,000	\$-4,000	\$-4,000	\$-4,000
TOTAL	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000

* City contribution included in FY 2004-05 budget; contributions in Years 2 and 3 will require future Council action

The Contractor will be required to raise all revenue other than PID Assessments and City of Austin contributions. All revenue up to \$125,000 annually must be used for District services as detailed in Section C "Implementation".

F. Acceptance of Work

The Contractor must provide documentation of successful completion of the following milestones.

First Year Milestones**Administrative / Financial**

- Hire an executive director
- Develop accounting and reporting policies and procedures
- Create a strategy for financial self-sufficiency within three years.
- Develop a relationship with the private sector for corporate sponsorship and involvement. Ensure annual funding support from first-round contributors is maintained
- Demonstrate a best effort to carry out the City of Austin policy to stimulate the growth of Minority- and Women-Owned Business Enterprises

Communication / Membership

- Develop a membership and property database
- Develop a membership communication program

Public Safety and Order

- Create a working group to address E. 6th St. problems.
- Define goals, and create measurable objectives for committee
- Create an ombudsman program with defined City of Austin departments to effectively work with property owners and tenants on development, tenant issues, accessibility and transportation, etc.

Marketing and Public Relations

- Create a marketing plan and public relations strategy re-positioning the street. Develop marketing pieces to promote the street to potential new tenants. Create promotional opportunities for target market (tourists, families, etc)
- Create a tenant mix plan and strategy. Develop a relationship with real estate brokers and developers. Develop a strategy and market E. 6th Street to the defined tenant mix

Historic Preservation and Accentuation

- Begin to create historic preservation/accentuation plan, working with interested parties

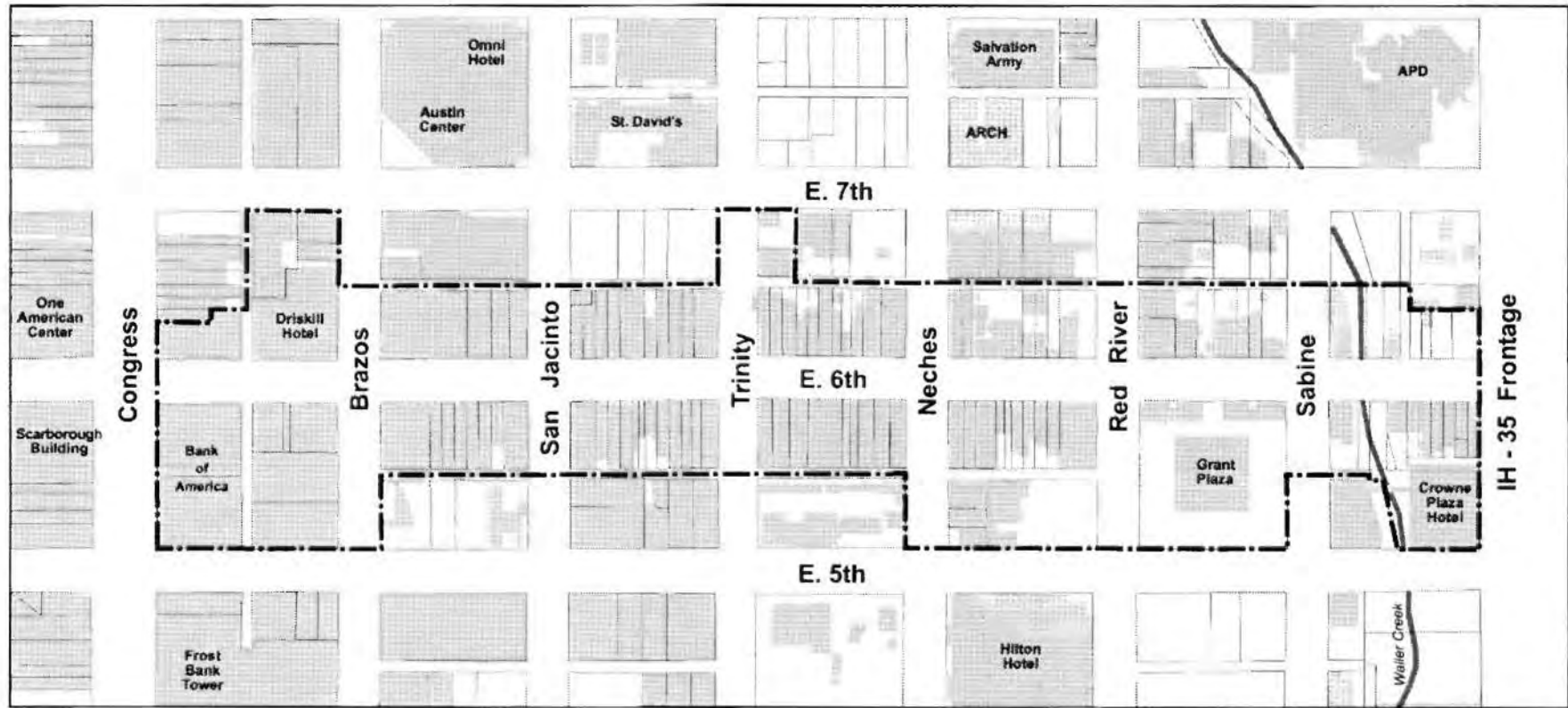
Physical Improvements

- Begin to create a strategy and a plan for physical improvements

4. PROGRESS REPORTS

The Contractor shall submit quarterly and annual, or as otherwise agreed upon by the City and Contractor, progress reports to the Contract Administrator appointed by the City. The reports shall describe significant achievements and problems that have potential effect on schedule or costs. They should be sufficiently detailed to assure that directions being pursued are in compliance with established and/or projected program objectives.

Exhibit A



 Proposed E. 6th St. Public Improvement District (PID)

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization:** State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - Project Concept and Solution:** Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program:** Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Statement of Work and your plan for accomplishment. Specifically indicate:

- i. A description of your work program by tasks. Describe in detail how you will implement the Service Plan program and tasks.

Administration

- o Hire an executive director
- o Set-up accounting policies and procedures
- o Establish a plan to meet City of Austin MBE/WBE goals
- o Create strategic plan for future fund-raising

Communications/Membership

- o Create/set-up the organization's database with TCAD information, property owner information, etc.
- o Create a communications strategy developing effective ways to communicate with the membership, owners and other stakeholders.

City of Austin/Public Safety/Order

- o Create and facilitate working group to develop an action plan for addressing public safety/order issues in the district.
- o Work with the City of Austin to create a working group to identify problems with development, enhancement, accessibility, transportation and other related issues to E. Sixth Street.

Physical Improvements

- o Create a strategy and plan for physical improvements in the district.

Marketing/Public Relations/Strategic Partnerships

- o Create a marketing plan and implementation strategy for the district.
- o Create a financial strategy for self-sufficiency within three years.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

Historic Preservation/Accentuation

- o Create a working document that sets the vision for the interpretation and enhancement of the historic district.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal.
- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant organizational experience and individual experience for personnel who will be actively engaged in the project. Do not include organizational experience unless personnel assigned to this project actively participated.
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. Proposers, including their officers, owners, agents, representatives, subconsultants, employees, or parties in interest :
 - (1) shall not in any way collude, conspire or agree, directly or indirectly, with any person, firm, corporation or other Proposer or potential Proposer in regard to the amount of their proposal or the terms or conditions of their proposal.
 - (2) shall not pay, or agree to pay, directly or indirectly any person, firm, corporation or other Proposer or potential Proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the proposal or the proposal of any other Proposer. Proposers shall not pay money or anything of value in the future for these purposes.
 - (3) shall certify that none of the deciding factors set forth in the request for proposal or in the subsequent agreement were their idea or the idea of anyone representing their company, unless the suggestion was made at a meeting open to all Proposers, which all Proposers had notice of.
 - (4) must attest that they had no involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should the Proposer receive a contract award in response to their proposal, no agent, representative, consultant or subconsultant affiliated with the Proposer, who may have been involved in the

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.

- (5) must state that there are no other potential or actual conflicts of interest regarding this solicitation.
 - (6) shall certify that no officer or stockholder of their company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
 - (7) shall not have undertaken or will not undertake any activities or actions to promote or advertise their proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.
- ii. Proposers shall sign and return with their proposal, the affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying located in section 0805 herein.
- H. **Part VIII - Proposal Acceptance Period:** All proposals must include a statement that they are valid for a minimal period of one hundred and twenty (120) days subsequent to the RFP closing date.
- I. **Part IX - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- J. **Part X - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.
- K. **Part XI - Budget:** Information described in the following subsections is required from each Proposer. A firm fixed price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of all work products.

The City Council has adopted this preliminary budget-

Program	10/04-9/05	10/05-9/06	10/06-9/07	10/07-9/08	10/08-9/09
Security	25,061	25,063	25,063	18,808	18,894
Communication/Membership	18,796	18,798	18,798	18,808	18,894
Physical Improvement	18,796	18,798	18,798	18,808	18,894
Marketing/Fund Raising	25,061	25,063	25,063	31,346	31,490
Historic Preservation	18,796	18,798	18,798	18,808	18,894
Administration	18,796	18,798	18,798	18,808	18,894
Total Expenditure	125,304	125,317	125,317	125,384	125,960

To better gauge the Proposers' understanding of the Scope of Work, each Proposer is asked to submit a revised, itemized budget, with any proposed details or adjustments in allocations

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

between programs and fiscal years.

2. EXCEPTIONS:

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. PROPOSAL PREPARATION COSTS:

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City of Austin Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph b below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful Proposer. Award of a contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. 100 points.

(1) Project Concept and Solutions Proposed (35 points)

Demonstrated understanding of the goals of the District, the issues to be addressed, and solutions proposed.

- o Public Order / Safety
- o Marketing
- o Communications
- o Historic Preservation
- o Physical Improvements
- o Budget

(2) Demonstrated Applicable Qualifications, Knowledge and Experience (15 points)

Experience of the Board of Directors and the Executive Director (if Executive Director position is not filled, describe the recruitment process and qualifications to be used).

(3) Financial Viability, Stability and Funding (20 points)

Demonstrated financial stability and the ability to raise funds, through donations, sponsorships and events, to support District programs.

(4) Evidence of Good Organization and Management Practices (10 points)

Demonstrated ability to manage the work program in an effective and efficient manner, including opportunities for cost savings and coordination with the Downtown Austin Public Improvement District / Downtown Austin Alliance.

(5) Other factors (20 points)

Evidence of a long-term commitment to the success of the District, such as an established presence on 6th St. through ownership of real property in the District.

**CITY OF AUSTIN
PURCHASING OFFICE
PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: MO05300003**

- ii. Interviews, Optional. Interviews may be conducted at the discretion of the City. Maximum 25 points

C. Contract Payment and Retainage:

- i. The contract shall be prepared under the direction of the City, and shall incorporate all applicable provisions. A firm fixed-price or not-to-exceed contract is contemplated, with progress payments as mutually determined to be appropriate.
- ii. Ten percent (10%) of the total contractual price will be retained until submission and acceptance of the final work products, including year 2000 compliance verification, if applicable. These payments shall be based upon milestones completed as proposed by the Proposer.
- iii. The Contractor's shall submit quarterly requests for payments, listing activities performed in accordance with the Council-approved Work Plan. The Contractor's invoice shall indicate the amount due, less the retainage. Upon final acceptance of the work, the Contractor shall submit an invoice for the retainage to the City and payment will be made as specified in the Contract. Payment of the retainage by the City shall not constitute nor be deemed a waiver or release by the City of any of its rights and remedies against the Contractor for recovery of amounts improperly invoiced or for defective, incomplete or non-conforming work under the Contract.

**City of Austin, Texas
Human Rights Commission
NON-DISCRIMINATION CERTIFICATION (RFP)**

TO: CITY OF AUSTIN, TEXAS

I hereby certify that our firm conforms to the 1992 City of Austin Code; Chapters 7-4 as reiterated below:

ARTICLE VII, Chapter 7-4: Discrimination in Employment by City Contractors. Sec. 7-4-2 Requirements of contractors:

- B (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to insure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training or any other terms, conditions, or privileges of employment.
- (3) To post in conspicuous places, available to the employees and applicants for employment, notices to be provided by the Austin Human Rights Commission setting forth the provision of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to the contractors in which such union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement the policies and provisions of this chapter.
- (6) To cooperate fully with the City and the Austin Human Rights Commission in connection with any investigation or conciliation effort of the Austin Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practice is being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they not engage in any discriminatory employment practice as defined in this chapter.

Dated this _____ day of _____, 20____

Vendor _____

Signature _____

Title _____

**CITY OF AUSTIN
PROPOSER'S AFFIDAVIT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

RFP NO. MO05300003

**FOR
Management of the East 6th Street Public Improvement District**

State of Texas
County of Travis

I, _____, being first duly sworn, depose and say:

- (1) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other proposer or potential proposer in regard to the amount of this proposal or the terms or conditions of this proposal. I have not paid or agreed to pay, directly or indirectly any person, firm, corporation or other proposer or potential proposer, any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for fixing the prices in the attached proposal or the proposal of any other proposer. I will not pay any money or anything of value in the future for those purposes.
- (2) None of the deciding factors set forth in the request for proposal or in the subsequent agreement were my idea or the idea of anyone representing my company, unless the suggestion was made at a meeting open to all proposers, which all proposers had notice of.
- (3) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest have had any involvement in the development, preparation, evaluation, or other decision making process for this solicitation, and that should I receive a contract award in response to my proposal, no agent, representative, consultant or subconsultant affiliated with my company, who may have been involved in the development, preparation or evaluation or other decision making process for this solicitation, will have any financial interest, direct or indirect, in said contract.
- (4) There are no other potential or actual conflicts of interest regarding this solicitation.
- (5) No officer or stockholder of my company is an employee of the City of Austin, or an employee of any elected official of the City, or is related to any employee or elected official of the City of Austin.
- (6) None of my agents, representatives, subconsultants or I have undertaken or will undertake any activities or actions to promote or advertise my proposal to any member of any City Commission reviewing the proposals, member of the Austin City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the date that the Request for Proposal was issued and the date of award by City Council.

Signature/Title: _____

Subscribed and sworn to before me this _____ day of _____ 20__

Notary Public

My Commission Expires _____

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)
PROCUREMENT PROGRAM (RFP)**

SOLICITATION NUMBER: MO05300003
PROJECT NAME: MANAGEMENT OF THE EAST 6 TH STREET PUBLIC IMPROVEMENT DISTRICT
DATE ISSUED: October 4, 2004

The 1992 City Code, Chapter 5-7, as amended, establishes a Minority- and Women-Owned Business Enterprise (M/WBE) Procurement Program. The aim of this program is to promote M/WBE participation in all areas of the City's procurement, through its prime contract awards and subcontracts, and to afford M/WBEs an equal opportunity to compete for all City contracts. In particular, this program encourages contractors to provide opportunities to certified M/WBEs for subcontracts or related contracts. A "Subcontractor" is defined by the Ordinance and for the purposes of this form as any person or business enterprise providing goods, labor, or services to a contractor if such goods, labor, or services are procured or used in fulfillment of the contractor's obligations arising from a contract with the City. In accordance with the 1992 City Code, Chapter 5-7, as amended, goals for M/WBE participation differ from contract to contract, based on the type of contract, the availability of M/WBEs to perform the functions of the contract, and other factors.

The City of Austin has determined that no goals will be established for this project.

Even though no goals have been established, the bidder is required to comply with the City's M/WBE Procurement Program if areas of subcontracting are identified. If certain services are needed to perform the contract and the bidder does not perform those services with its own workforce or if certain supplies or materials are required and the bidder does not have those supplies or materials in its inventory, the bidder shall:

- A. contact the Department of Small and Minority Business Resources (SMBR), 4100 Ed Bluestein Blvd, Austin, Texas 78721 ((512) 974-7600) to obtain a list of available MBE/WBE firms to perform the services or provide the supplies or materials. Make a good faith effort to use MBE/WBEs to provide the needed services, supplies or materials.
- B. obtain an M/WBE Procurement Program Package from the buyer in the Purchasing Office, complete the Compliance Plan to document all subcontracting activity, and return it to the Buyer in the Purchasing Office.
- C. report all initial subcontract awards to the Contract Manager for this project within ten (10) calendar days after execution of an Agreement with a subcontractor.

I understand and agree that this MBE/WBE Form shall become a part of my contract with the City of Austin.

Name and Title of Authorized Representative (Print or Type)

Signature

Date

**CITY OF AUSTIN
PURCHASING OFFICE
"NO OFFER" RESPONSE FORM (RFP)**

SOLICITATION NUMBER: MO05300003

Please Complete and Return This Form to the following address to Indicate A "No Offer" Response

City of Austin
Purchasing Office
P.O. Box 1088
Austin, Texas 78767-8845

(DO NOT RETURN ALONG WITH OFFER)

Please check the appropriate box to indicate why your firm is submitting a "no offer" response. Failure to respond to three (3) consecutive solicitations may result in your company being removed from the source list for this commodity or service. Completion of this form will assist us in maintaining an accurate, up-to-date source list.

☐ Unable to supply. Remove my company from the source list for the COMMODITY / SERVICE GROUP: 97160, Property Management

☐ Unable to supply item (s) specified. Retain my company on the vendor list for this commodity / service.

☐ Other (please specify):

Authorized Signature

Company

Title

Address

Date