



Amendment No. 1
to
Contract No. 7500 NA200000204
for
Property Management at Permitting Development Center (PDC)
between
Lincoln Property Company Commercial, Inc.
and the
City of Austin, Texas

- 1.0 The City hereby amends the above referenced contract to adjust Exhibit A-Scope of Work (SOW) Section 3.2.6 Reimbursable Payroll Chart from the following:

Position	Annual Salary	Burden @ 30% for Payroll Taxes, Insurance Benefits	Annual Bonus Compensation	Total Payroll
Property Manager FT	\$ 95,000	\$ 28,500	\$ 8,000	\$ 131,500
Property Assistant PT, Shared	\$ 27,500	\$ 8,250	\$ 1,375	\$ 37,125
Lead Engineer, FT	\$ 76,505	\$ 22,952	\$ 5,000	\$ 104,457
Secondary Engineer PT, Shared	\$ 35,000	\$ 10,500	\$ 1,750	\$ 47,250
Chief Engineer-5%	\$ 4,157	\$ 1,247	\$ 416	\$ 5,820
Property Totals	\$ 234,005	\$ 70,202	\$ 16,125	\$ 326,151

To the revised Section 3.2.6 Reimbursable Payroll Chart below, to include a full-time Property Assistant:

Position	Annual Salary	Burden @ 30% for Payroll Taxes, Insurance Benefits	Annual Bonus Compensation	Total Payroll
Property Manager FT	\$ 95,000	\$ 28,500	\$ 8,000	\$ 131,500
Property Assistant FT	\$ 70,000	\$ 21,000	\$ 4,000	\$ 95,000
Lead Engineer, FT	\$ 76,505	\$ 22,952	\$ 5,000	\$ 104,457
Secondary Engineer PT, Shared	\$ 35,000	\$ 10,500	\$ 1,750	\$ 47,250
Chief Engineer-5%	\$ 4,157	\$ 1,247	\$ 416	\$ 5,820
Property Totals	\$ 276,505	\$ 82,952	\$ 18,750	\$ 384,026

2.0 The total Contract amount is unchanged and is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/24/2020 – 02/23/2023	\$1,949,040.00	\$1,949,040.00
Amendment No. 1: Update Exhibit A, Scope of Work, Section 3.2.6, 11/09/2020	\$0.00	\$1,949,040.00

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 SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: David C. Weaver
Authorized Representative

Lincoln Property Company Commercial, Inc.

Address: 201 W. 5th Street, Suite 1200
Austin, TX 78701

Signature & Date:



Digitally signed by Claudia
Rodriguez
Date: 2020.11.19 08:07:44 -06'00'

Claudia Rodriguez, Procurement Specialist IV
City of Austin Purchasing Office

ASSIGNMENT AND ASSUMPTION OF SERVICE CONTRACT

This Assignment and Assumption of Subcontract Agreement (the “**Agreement**”) is made as of June 3rd, 2020, by and among Highland Mall PDC, LLC. (“**Assignor**”), and City of Austin (“**Assignee**”) and Lincoln Property Company Commercial, Inc. (“**Vendor**”).

Recitals

A. Assignor and Vendor have entered into that certain Subcontract Agreement dated February 24, 2020, (the “**Subcontract**”), between Assignor, as Subcontractor, and Vendor, as Contractor, for services to be provided for the City of Austin Planning and Development Center.

B. Assignor desires to assign, and Assignee desires to assume, all of Assignor’s rights and obligations under the Subcontract, and Vendor is willing to consent thereto.

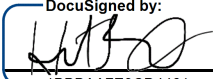
NOW, THEREFORE, in consideration of the mutual terms hereof, the sufficiency of which is hereby acknowledged, it is agreed:

- 1.) Assignor hereby sells, assigns, and transfers unto Assignee all its right, title, obligations, and interest in and to the Subcontract, and Vendor consents thereto.
- 2.) Assignee hereby assumes and agrees to pay, keep and perform all of Assignor’s obligations which accrue from and after the date of this Agreement, under the Subcontract including any and all warranty obligations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:


Highland Mall PDC, LLC

By: 
1B8BAA7E9CD4461...

Hunter Barrier
President

ASSIGNEE:

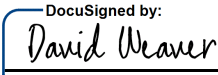
City of Austin

By: 
B03D600051F8424...

Alex Gale
Interim Officer, Office of Real Estate
Services

VENDOR:

Lincoln Property Company Commercial, Inc.

By: 
F705F64CCECF488...

Seth Johnston
Senior Vice President

CONTRACT BETWEEN HIGHLAND PDC, LLC ("OWNER") AND LINCOLN PROPERTY COMPANY COMMERCIAL, INC. ("CONTRACTOR") FOR PROPERTY MANAGEMENT AT THE CITY OF AUSTIN PLANNING AND DEVELOPMENT CENTER.

Property Description

- Address: 6310 Wilhelmina Delco Dr. Austin, TX 78752
- Class A Office Space
- Intended Use: Offices for City of Austin Planning and Development Services Departments
- Office Square Footage: 250,000
- Office Floors: 4
- Parking Structure: 969 Stall
- Parking Structure: 3,000 SF Fitness Center
- Parking Structure: 7,000 SF Future Retail Space
- Site: 5 Acres

1.1 This Contract is composed of the following documents:

- 1.1.1 This Document
- 1.1.2 Exhibit A – Scope of Work
- 1.1.3 Exhibit B – Staffing Org Chart
- 1.1.4 Exhibit C - Preferred Vendor List

1.2 Term of Contract. The Contract will be in effect for an initial term of sixty (36) months and may be extended thereafter for up to five (2) twelve (12) month extension option(s), subject to the approval of the Contractor and the Owner or his designee.

1.3 Compensation. The Contractor shall be paid management fees for a total Not-to-Exceed amount of \$ 20,834 per month for the initial Contract term and the annual not-to-exceed amount shall increase at a rate of 3.5% per year for each extension option after five years from date Contract is executed. In addition, the Contractor will be compensated by the Owner for those authorized reimbursable expenses specified in Exhibit A.

1.4 Quality of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the Owner for each Delivery Order.

1.5 Transfer of Contract - Contractor hereby consents to the assignment of this Agreement to Owner and/or Lender. In such event, Contractor agrees to complete its Work for the benefit of the Owner or Lender, conditioned upon Owner's or Lender's written agreement (1) to pay for all labor, material and services furnished at its request and (2) to pay for all labor, materials and services previously rendered to the extent such amounts are due and payable to Contractor under the terms of this Contract. Upon assignment, Contractor agrees to look to Owner or Lender for any and all remedies available pursuant to this Agreement.

This Contract (including any exhibit) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended or modified only by a written instrument signed by the duly authorized representatives of both parties.

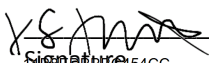
In witness whereof, the Owner has caused a duly authorized representative to execute this Contract on the date set forth below.

**LINCOLN PROPERTY COMPANY
COMMERCIAL, INC.**

Seth Johnston

Printed Name of Authorized Person

DocuSigned by:



Signature

SVP

Title:

2/24/2020

Date:

HIGHLAND MALL PDC, LLC

Matt Rickert

Printed Name of Authorized Person

DocuSigned by:



Signature

PM

Title:

2/24/2020

Date:

EXHIBIT A – SCOPE OF WORK

1. **CONTRACTOR'S EXPERIENCE AND QUALIFICATIONS**

- 1.1. The Contractor shall have a minimum of five (5) years of continuous experience prior to this solicitation in the performance of commercial property management services for a multi-tenant building in similar size to COA PDC.
- 1.2. The Contractor shall have and operate a full-time, permanent business address with the ability to be reached by email and telephone.
- 1.3. The Contractor shall have the infrastructure in place to be contacted and to respond on a 24 hour, seven (7) day a week basis.
- 1.4. The Contractor shall have the knowledge of and expertise in following and adhering to any and all Federal, State, and Local regulations pertaining to real estate management and leasing.
- 1.5. The Contractor shall have access to all necessary equipment and personnel, and shall possess the organizational capacity and technical competence to perform any required work task properly and expeditiously.

2. **TASKS/REQUIREMENTS**

2.1. ***Contractor's Responsibilities***

2.1.1. **Property Management**

- 2.1.1.1. The Contractor shall employ, train, and manage personnel to operate the property and work with the City and City parking facilities' representative at a minimum during normal business hours. The City's normal business hours runs from 7:45 A.M. to 4:45 P.M., Monday through Friday. Most of the activity at COA PDC takes place from 6:00 A.M. to 6:00 P.M.
- 2.1.1.2. The Contractor shall work with the City and the City parking facilities' representative to coordinate scheduled event parking after normal business hours, which includes weekends and City holidays. COA PDC's Event Center will be utilized for scheduled events and meetings, as determined by the City of Austin. Parking hours of operation will vary depending on the different types of scheduled events.
- 2.1.1.3. The Contractor shall track and/or process financial documentation as required.
- 2.1.1.4. The Contractor shall work closely with the City department tenants to confirm that appropriate department funding is set up and available for future projects.
- 2.1.1.5. The Contractor shall perform weekly property inspections to evaluate the property's condition to ensure COA PDC is well maintained and to provide safe and sanitary conditions for the property's tenants.

- 2.1.1.6. The Contractor shall coordinate property management activities with appropriate City staff and tenant departments.
- 2.1.1.7. The Contractor shall participate in and actively support the City's processes for improving the quality of building maintenance and property management, including but not be limited to:
 - 2.1.1.7.1. Participation in various work groups.
 - 2.1.1.7.2. Implementation of new services or products.
 - 2.1.1.7.3. Development of long-term cost savings solutions.
 - 2.1.1.7.4. Ensuring that the property is well maintained
- 2.1.1.8. The Contractor shall participate in BSD's 5S Program. The program design is to improve work space organization with the results of increased work efficiencies and managed waste streams which support the City's zero-waste resolution.
- 2.1.1.9. The Contractor shall be required to use BSD's cloud-based work order system.
- 2.1.1.10. The Contractor shall maintain a property management record and file system, and shall make documents available to the City Contract Manager or designee within two (2) business days of request by the City, or at such other time mutually agreed to between the Contractor and the City.
- 2.1.1.11. As property manager at COA PDC, the Contractor shall assist BSD in complying with its Memorandum of Understanding with Austin Energy for Comprehensive Energy Efficiency Services.
- 2.1.1.12. The Contractor shall attend occasional meetings with City administration which may occur during or outside of normal business hours.

2.1.2. **Personnel**

- 2.1.2.1. The Contractor shall provide a minimum of two Single Points of Contact (SPOCs) available by cell phone, pager, and email twenty-four (24) hours per day, 365 days per year. The SPOCs assigned to this contract shall have full decision making authority under this contract. The SPOCs shall respond to a City request within thirty (30) minutes of notification, and if requested by the City, be at COA PDC within one (1) hour after the request is made by the City.
- 2.1.2.2. The Contractor's staff shall wear business casual attire or clothing appropriate for work being performed, including proper personal protective equipment ("PPE"). Uniforms are not required for this contract.
- 2.1.2.3. The Contractor shall maintain a payroll showing hours and days worked by each worker, occupation, and hourly wage rate and shall make such records available to City within two (2) weeks of City's request, or at such other time mutually agreed to between the Contractor and the City's Contract Manager.

2.1.3. **Certifications and Audit**

- 2.1.3.1. The Contractor shall provide to the City an annual Certification of Expenses prepared by an independent Certified Public Accountant licensed to practice in the State of Texas within three (3) months after the contract anniversary date, or at such other time as mutually agreed to between the Contractor and the Contract Manager.
- 2.1.3.2. The Contractor shall perform and submit to the City quarterly audits of the Contractor's accounting and operational procedures under the contract and shall submit the results to the City within one (1) month after the end of the quarter, or at such other time as mutually agreed to between the Contractor and the Contract Manager. These audits shall be performed by an internal auditor from the Contractor's home office and shall include on-site reviews by the corporate personnel for each quarterly audit. The internal audits shall be conducted on a surprise (unannounced) basis (i.e., not scheduled in advance with on-site Contractor personnel).
- 2.1.3.3. The Contractor shall obtain and provide to the City a Service Auditor's Report on Controls Placed in Operation at a Service Organization and Tests of Operating Effectiveness for the Contractor's operations at COA PDC. The report shall be prepared by an independent Certified Public Accountant licensed to practice in the State of Texas within three (3) months after the contract anniversary date or at such other time as mutually agreed to between the Contractor and the Contract Manager.

2.1.4. **Reports**

The Contractor shall provide the following reports on the schedules indicated:

- 2.1.4.1. Monthly Reports - Within ten (10) days after the end of the month, or at a time mutually agreed to between the Contractor and the Contract Manager:
 - 2.1.4.1.1. Operating
 - 2.1.4.1.2. Financial
 - 2.1.4.1.3. Work Order Cost and Count by trade/craft (using BSD's work order system)
 - 2.1.4.1.4. Customer Satisfaction (frequency subject to change)
 - 2.1.4.1.5. Services Provided (include department name, nature of the work, and any additional information)
- 2.1.4.2. Quarterly Reports - Within one (1) month after the end of the quarter, or at a time mutually agreed to between the Contractor and the Contract Manager:
 - 2.1.4.2.1. Accounting and Operational Procedures Audit
 - 2.1.4.2.2. Scheduled vs. Unscheduled Maintenance (by Labor Hours)
 - 2.1.4.2.3. Operating Cost per Square Foot (total costs of work orders/maintenance)
- 2.1.4.3. Annual Reports - Within three (3) months after the end of the anniversary date, or at a time mutually agreed to between the Contractor and the Contract Manager:

2.1.4.3.1. Certifications of Expenses

2.1.4.3.2. Facility Condition Index

2.1.4.4. Other Reports – The Contractor shall provide other vendors reports developed for the Contractor in conjunction with the management of COA PDC within one (1) week of request by the City, or a time mutually agreed to between the Contractor and the Contract Manager. These reports may include, but not limited to:

2.1.4.4.1. Inspections

2.1.4.4.2. Parking

2.1.4.4.3. Elevator

2.2. ***City's Responsibilities***

2.2.1. The City is responsible for the costs to maintain and repair the building and elevators, parking garage and elevators, surface lot and signage.

2.2.2. The City will provide an enclosed office space, workstation and parking spaces at COA PDC for the Contractor. Office size shall be approximately 10'x10' (100 SF) subject to City direction.

2.2.3. The City will pay for and provide the following utilities for COA PDC through department allocations:

2.2.3.1. Electricity

2.2.3.2. Water

2.2.3.3. Gas

2.2.3.4. Sewer facilities

2.2.3.5. Basic local telephone service/cabling (dial tone) and one telephone instrument per full time equivalent

2.2.3.6. Refuse and recycling collection services

2.2.3.7. Vending machines (snacks and drinks)

2.2.4. The City will pay for and provide the following services for COA PDC at the City's expense using existing City contracts, PDC building maintenance contracts, preferred vendor list or other contractors as needed :

2.2.4.1. Elevator maintenance and repair

2.2.4.2. Fire suppression system support, maintenance and repair

2.2.4.3. Roof maintenance and repair

2.2.4.4. Painting

2.2.4.5. Flooring

2.2.4.6. Parking Management

2.2.4.7. Building Security

2.2.5. The City will provide custodial services for COA PDC. BSD's Cleaning/Janitorial Services program is Green Seal certified, meeting the Green Seal Standard for Commercial and Institutional Cleaning Services (GS-42). The Contractor shall comply with GS-42 and shall assist BSD in ensuring that tenants/customers comply with maintaining this standard.

2.2.6. The City will provide accounts for the Contractor to use BSD's cloud-based work order system. Training on the online work order system will be provided by the City.

2.2.7. The City will provide training on BSD's 5S Program.

2.2.8. The City will appoint a Contract Manager to be the primary contact for the Contractor.

3. **COMPENSATION**

3.1. **Management Fee.**

The City will pay the Contractor a fixed management fee to compensate for services under the Management Agreement. The Management Fee shall cover the Contractor's operating and administrative expenses and overhead to operate at COA PDC.

3.2. **Reimbursable Expenses.**

Subject to all of the terms and conditions of the Contract, the City may reimburse the Contractor for certain costs and expenses actually incurred and paid in the management and operation of COA PDC, up to the amount of the applicable Operating Budget. Reimbursable Expenses shall include, but are not limited to:

3.2.1. Office supply cost, including the cost of cover supplies and postage.

3.2.2. Cost of forms and printing.

3.2.3. Costs of necessary operating licenses and permits, pre-employment tests, criminal history checks, and local personnel recruiting costs.

3.2.4. Costs of external audits required by the contract.

3.2.5. Certain non-budgeted costs and expenses actually incurred and paid by the Contractor in the management and operation of COA PDC with the prior written approval of the Building Services Department Deputy Officer or designee.

3.2.6. Reimbursable Payroll Chart:

Position	Annual Salary	Burden @ 30% for Payroll Taxes, Insurance Benefits	Annual Bonus Compensation	Total Payroll
Property Manager FT	\$ 95,000	\$ 28,500	\$ 8,000	\$ 131,500
Property Assistant PT, Shared	\$ 27,500	\$ 8,250	\$ 1,375	\$ 37,125
Lead Engineer, FT	\$ 76,505	\$ 22,952	\$ 5,000	\$ 104,457
Secondary Engineer PT, Shared	\$ 35,000	\$ 10,500	\$ 1,750	\$ 47,250
Chief Engineer-5%	\$ 4,157	\$ 1,247	\$ 416	\$ 5,820
Property Totals	\$ 234,005	\$ 70,202	\$ 16,125	\$ 326,151

3.3. Non-Reimbursable Expenses.

Non-Reimbursable Expenses shall include, but are not limited to:

- 3.3.1. Salaries, costs, and expenses of non-resident or corporate office legal, internal audit, administrative, bookkeeping, and executive personnel of Contractor.
- 3.3.2. Home office travel and accommodations, home office and local entertainment and off-site general office expenses.
- 3.3.3. Costs or expenses of legal representation or of union negotiations and administration.
- 3.3.4. Cost of acquisition of any long distance telephone service.
- 3.3.5. Cost of the Bonds or Letter of Credit, which the Contractor is required to obtain.
- 3.3.6. Cost of the insurance the Contractor is required to provide except for worker's compensation insurance.
- 3.3.7. Cost to acquire, operate, maintain or repair the Contractor's office equipment, furniture and computers.
- 3.3.8. Cost (including travel expenses) of meetings between executive level representatives of Contractor and City management staff.
- 3.3.9. Cost of providing secondary procedural audits and other internal audits and on-site audits performed by corporate personnel of the Contractor.
- 3.3.10. Additional Fees. In your Proposal, discuss in detail all fees and assessments that the Contractor intends to be charged to the City. The City will not consider additional fees or costs not included in the proposal in subsequent renewal discussions.

4. Leasing and Construction Management Fees

LEASING

	<u>Co-Brokered</u>	<u>Direct</u>
New Leases	Outside 4.0% / LPC 2.00%	LPC 4%
Expansions	Outside 4.0% / LPC 2.00%	LPC 4%
Renewals	Outside 4.0% / LPC 2.00%	LPC 4%

CONSTRUCTION MANAGEMENT

\$0 - \$100,000	4%
\$100,001 - \$250,000	3%
\$250,001 - or greater	2.5%

5. Deliverables/Milestones

Deliverables/Milestones	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference/ Section
Contractor SPOC	Contractor shall provide two (2) Points of Contact	Within one (1) day of request or change	100% Compliance	3.1.2.1.
Monthly Reports	Contractor shall provide Operational, Financial, Work Order, and Customer Satisfaction Reports	Within five (5) business days of the month end	95% Compliance	3.1.4.1.
Quarterly Reports	Contractor shall provide a maintenance report and operating report	Within two (2) weeks of the quarter end	95% Compliance	3.1.4.2.
Annual Reports	Contractor shall provide a Certification of Expenses report and a Facility's Condition Index report	Within one (1) month of the contract anniversary date	95% Compliance	3.1.4.3.

EXHIBIT B – CONTRACTOR ORGANIZATIONAL CHART

COA PDC Management Organizational Chart

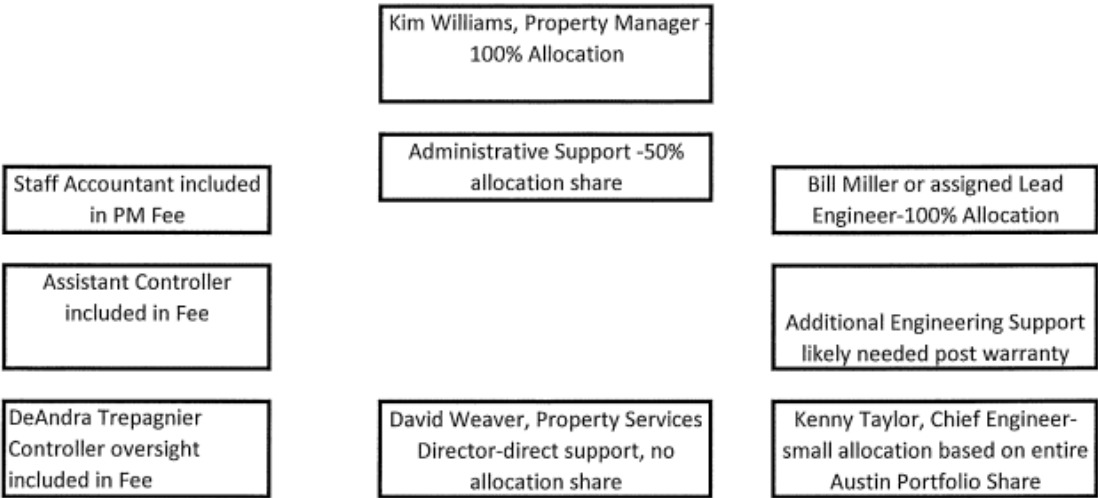


EXHIBIT C
LINCOLN PROPERTY COMPANY
COMMERCIAL, INC.
PREFERRED VENDOR LIST

Access Control Companies:

Internal Control Systems- (512)326-1177
Red-Hawk Fire & Safety LLC- (800)400-7157
SimplexGrinnell LP- (512)634-1800

Architectural/Design Firms:

Method Architecture (formerly Architecture Plus)- (512)478-0970
Laurie Smith Designs- (512)383-1090

Automatic Doors:

Austin Automatic Doors- (512)740-7774
Snyder Commercial Glass Company- (512)833-5118

Concrete Repairs:

Capitol Concrete- (512)924-3433
Surface Solutions- (512)926-7006
Western Specialty Solutions- (512)779-0533

Consultants:

ACR Engineering- (512)440-8333
Sisk-Robb- (512)260-7171
Terracon- (512)442-1122
FEA (Facility Engineering Associates)- (512)524-5921

Controls:

Way Service- (512)419-0909

Electrical Companies:

Parker Electric- (512)836-9779
Rust Electric- (512)301-1662
Southwestern Electric & Supply- (512)320-0900
Titus Industrial Group- (512)904-4201
A & G Electric- (512)569-2600
Sunvision Electric- (512)238-0484

Elevator Companies:

Kone Inc.- (512)443-0967
Mid America Metals (metal refinishing/maintenance)- (512)507-0866
Otis Elevator Company- (512)851-7699
ThyssenKrupp Elevator- (512)447-9511
H & H Waste Oil- (512)990-1823

Fire Alarm and Sprinkler Companies:

Ace Fire Equipment Co. Inc. – (512)835-2020
NorthStar Fire Protection- (512)833-0800

Western States Fire Protection Co. (512)832-8069
Cardel- (512)271-5555
SimplexGrinnell LP- (512)634-1800

Fire Panel Monitoring Companies:

SimplexGrinnell LP- (512)634-1800
Taylor Security Systems Inc.- (512)385-0707
Vanguard Fire Systems, LP- (512)898-1600

Flooring:

Capital of Texas Flooring: (512)837-5100
Intertech Flooring- (512)385-4574

General Contractors:

Jahn Construction- (512)339-3202
Marcon Construction- (512)990-7808
Southwest Coroprations- (512)836-0667
Qual-Con Contractors- (512)789-2870
KLM Commercial- (512)801-0169

Generator:

Holt Power Systems- (512)252-1133
Austin Generator- (512)251-2247
Hudgins Company- (512)258-9919
Redi-Fuel- (512)733-4383

Glass:

Binswanger- (512)472-2421
Listo Glass- (512)251-5200
Snyder Glass- (512)204-6277

HVAC Companies:

Air Performance- (512)381-0200
Central Texas Commercial A/C & Heating Inc.- (512)288-0822
Chem-Acqua- (972)438-0801
Team Services- (512)994-3000
Trane U.S. Inc.- (512)416-8822
Austin Industrial Refrigeration- (512)249-7634
Joe Fly Company- (512)441-4448
Johnson Controls (York)- (512)253-2285
Mechanical Reps- (512)444-1835

Landscaping Companies:

Clean Scapes, LP- (512)448-1094
Eco-Systems- (512)977-0052
Terra Systems- (512)472-6273

Lightening Protection:

Bonded Lightening Co- (512)477-9855

Locksmiths:

Advanced Lock Solutions Inc.- (512)933-0300
Austin Lock & Key- (512)280-6264

Cothron's Safe & Lock Co- (512)472-6273

Plumbing Companies:

Clarke-Kent Plumbing, Inc.- (512)477-2200

Mid-State Plumbing- (512)288-3645

Wattinger Service Co Inc.- (512)282-3984

Westmoreland Plumbing Inc.- (512)288-7590

M Tech- (512)929-7090

Roofing Companies:

Chamberlin Roofing & Waterproofing LLC- (512)275-1600

Empire Roofing Companies, Inc.- (512)989-7663

Texas Fifth Wall- (512)926-3940

Stairwell Pressurizing Testing:

Air Technologies, Inc.- (512)280-3398

Trash/Refuse Companies:

Central Texas Refuse, Inc.- (512)243-2833

Texas Disposal Systems- (512)421-7694

Window Cleaning Companies:

AAA Window Washing & Building Maintenance- (512)989-3111

Sparkling Clean Window Company & Surface Solutions- (512)926-7000

Texas Building Services- (512)459-1188

Pest Control Companies:

ABC Pest Control of Austin- (512)837-8545

Orkin Exterminating Co. Inc.- (512)440-8082

The Bug Master- (512)836-1574

Security Companies:

Allied Universal Security Services- (512)605-6018

Securitas Security Services- (512)329-8778

Smith Protective Services- (512)467-2590

Sign Companies:

Austin Architectural Graphics- (512)473-2075

Compu Signs- (512)476-7446

Building Image Group, Inc.- (512)494-1466

Fast Signs- (512)454-9956

Parking Lot Maintenance:

B & B Pavement- (512)931-2870

Sweep Across Texas- (512)989-3111

Wheeler Coatings- (512)346-3839

Water & Fire Damage Restoration:

Knight Restoration- (512)487-4728

Servicemaster- (512)280-4334

ServPro- (512)301-7765

The Steam Team- (512)451-8326

Certificate Of Completion

Envelope Id: 812B57EE1D7B45648AAF2C14531604FA	Status: Completed
Subject: Please DocuSign: USE THIS ONE - Property Management Contract.docx	
Source Envelope:	
Document Pages: 14	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Kara Julian
Time Zone: (UTC-06:00) Central Time (US & Canada)	533 South Third Street, Suite 100
	Minneapolis, MN 55415
	Kara.Julian@RyanCompanies.com
	IP Address: 216.70.43.100

Record Tracking

Status: Original	Holder: Kara Julian	Location: DocuSign
2/10/2020 9:22:27 AM	Kara.Julian@RyanCompanies.com	

Signer Events

Signer Events	Signature	Timestamp
Seth Johnston sjohnston@lpc.com SVP Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>11B8EDBBBC454CC...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 207.195.237.154</p>	<p>Sent: 2/10/2020 9:26:49 AM</p> <p>Resent: 2/24/2020 8:51:57 AM</p> <p>Resent: 2/24/2020 1:35:18 PM</p> <p>Viewed: 2/24/2020 2:02:34 PM</p> <p>Signed: 2/24/2020 2:07:30 PM</p>

Electronic Record and Signature Disclosure:
Accepted: 2/24/2020 2:02:34 PM
ID: 4e1e8d42-fd5e-4a9b-9c28-98f74962927b

Matt Rickert matt.rickert@ryancompanies.com PM Ryan Companies US, Inc. Security Level: Email, Account Authentication (None)	<p>DocuSigned by:</p>  <p>B155DF11A3364AE...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 216.70.43.100</p>	<p>Sent: 2/24/2020 2:07:31 PM</p> <p>Viewed: 2/24/2020 3:02:37 PM</p> <p>Signed: 2/24/2020 3:02:43 PM</p>
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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David Weaver dweaver@lpc.com Security Level: Email, Account Authentication (None)	<p>VIEWED</p> <p>Using IP Address: 207.195.237.154</p>	<p>Sent: 2/24/2020 1:33:17 PM</p> <p>Viewed: 2/24/2020 1:35:18 PM</p>
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Electronic Record and Signature Disclosure:
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Carbon Copy Events

Status	Timestamp
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/24/2020 2:07:31 PM
Certified Delivered	Security Checked	2/24/2020 3:02:37 PM
Completed	Security Checked	2/24/2020 3:02:43 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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morgan.traynor@ryancompanies.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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 - ii. send us an e-mail to morgan.traynor@ryancompanies.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent..
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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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Certificate Of Completion

Envelope Id: 9018028B7B0842C99A40CC41A650CCB7

Status: Completed

Subject: Please DocuSign: COA PDC - Service Contract Assignment - Lincoln.pdf

Source Envelope:

Document Pages: 1

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Kara Julian

AutoNav: Enabled

533 South Third Street, Suite 100

Envelopeld Stamping: Enabled

Minneapolis, MN 55415

Time Zone: (UTC-06:00) Central Time (US & Canada)

Kara.Julian@RyanCompanies.com

IP Address: 216.70.43.100

Record Tracking

Status: Original

Holder: Kara Julian

Location: DocuSign

6/3/2020 3:44:42 PM

Kara.Julian@RyanCompanies.com

Signer Events

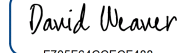
David Weaver

dweaver@lpc.com

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



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Timestamp

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Viewed: 6/3/2020 4:35:06 PM

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Using IP Address: 207.195.237.154

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Not Offered via DocuSign

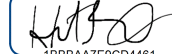
Hunter Barrier

Hunter.barrier@ryancompanies.com

President - South Central

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Signed using mobile

Electronic Record and Signature Disclosure:

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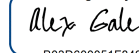
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Alex Gale

alex.gale@austintexas.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Viewed: 6/11/2020 12:06:04 PM

Signed: 6/11/2020 12:06:09 PM

Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 2:28:56 PM

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	6/11/2020 12:06:09 PM
Completed	Security Checked	6/11/2020 12:06:09 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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INVOICE

To: **City of Austin**

Date: July 14, 2020

From: **Lincoln Property Company**

Invoice #07142020PDC

Subject: June-Septmeber 2020 Rent Charges

Concerning the property located at 6310 Whilhelmina Delco Drive, Austin, Texas 78752

06/01/20	June Base Rent	\$	134,316.50
07/01/20	July Base Rent	\$	134,316.50
08/01/20	August Base Rent	\$	134,316.50
09/01/20	September Base Rent	\$	134,316.50
06/01/20	Ryan Companies Distribution	\$	(241,000.00)

Total amount due this invoice: \$ 296,266.00

Please remit payment to:

LINCOLN PROPERTY COMPANY COMMERCIAL INC
Bank of America
ABA: 111000025
Acct. No. 488074014482

ORDINANCE NO. 20170817-016

AN ORDINANCE AMENDING THE FISCAL YEAR 2016-2017 OFFICE OF REAL ESTATE SERVICES CAPITAL BUDGET (ORDINANCE NO. 20160914-002) TO INCREASE APPROPRIATIONS RELATING TO PLANNING AND DEVELOPMENT SERVICES CENTER ACQUISITION.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. Council amends the Fiscal Year 2016-2017 Office of Real Estate Services Capital Budget (Ordinance No. 20160914-002) to increase appropriations by \$121,850,000 relating to the Planning and Development Services Center acquisition.

PART 2. This ordinance takes effect on August 28, 2017.

PASSED AND APPROVED

_____, August 17, 2017

§
§
§



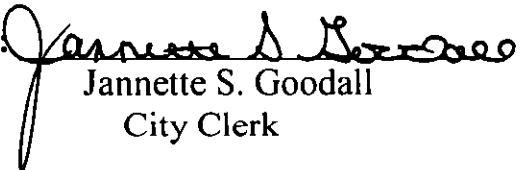
Steve Adler
Mayor

APPROVED:



Anne L. Morgan
City Attorney

ATTEST:



Jannette S. Goodall
City Clerk

CIP BUDGET FISCAL NOTE

DATE OF COUNCIL CONSIDERATION:

8/17/17

CONTACT DEPARTMENT(S):

Office of Real Estate Services

SUBJECT: Approve an ordinance amending the Fiscal Year 2016-2017 Office of Real Estate Services Capital Budget (Resolution 20160914-002) to increase appropriations by \$121,850,000 for Planning and Development Center site acquisition. Related to Items XX and XX.


CURRENT YEAR IMPACT:

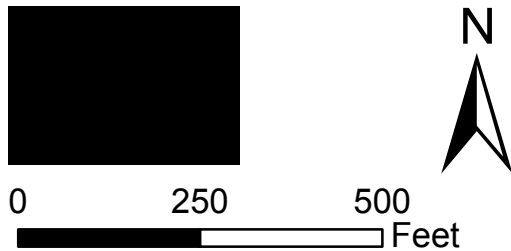
Department:	Office of Real Estate Services
Project Name:	Planning and Development Center
Project Authorization:	2016-2017 Capital Budget
Funding Source:	Certificates of Obligation
Fund/Dept/Unit:	8560 4307 1101
Current Budget	\$650,000
Unencumbered Balance	\$0
This Action	<u>\$121,850,000</u>
Estimated Available	<u>\$121,850,000</u>

ANALYSIS / ADDITIONAL INFORMATION: This budget amendment will allow the City to negotiate and execute a Purchase and Sale Agreement, and supporting documents and instruments, with RedLeaf Properties, LLC and Ryan Companies US, Inc. (dba Highland PDC, LLC.) to acquire a Planning and Development Center for the Planning and Zoning Department, Development Services Department, and other staff involved in land development planning, regulation, permitting and inspection. The acquisition will include a 5.164 acre tract, an office building of approximately 264,000 gross square feet, structured parking, and related site amenities. Construction and delivery of the developed property, and closing on this transaction, is anticipated to occur in Fall 2019.

A reimbursement resolution is a separate, but related item on this Council agenda. A reimbursement resolution is required by federal and state law whenever a bond issuer plans to use bond proceeds to retroactively reimburse itself for expenditures the issuer already incurred. The use of a reimbursement resolution is approved in the City's financial policies and allows the City to start projects to be funded with bonds before the City's next scheduled general obligation bond sale. The city typically schedules its annual issuance of general obligation debt in August to coordinate with the budget cycle.

Proposed Acquisition at ACC Highland Campus parking area of 5.164 acre tract

 Property of Interest
2015 Aerial Imagery, City of Austin



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Produced by CBoas, 4/20/2017

