

# Travis Central Appraisal District



Board of Director's Meeting  
December 15, 2021  
11:30 a.m.

# CONSENT AGENDA

**4A**

# **CONSENT AGENDA**

# TRAVIS CENTRAL APPRAISAL DISTRICT

**BOARD OFFICERS**  
JAMES VALADEZ  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
THERESA BASTIAN  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

**BOARD MEMBERS**  
TOM BUCKLE  
DEBORAH CARTWRIGHT  
NICOLE CONLEY  
BRUCE ELFANT  
ANTHONY NGUYEN  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

## TCAD - BOARD OF DIRECTORS MINUTES OF THE August 30, 2021 TELECONFERENCE MEETING

### 1. Call to order

Meeting called to order by James Valadez at 11:35 a.m. on August 30, 2021.

Due to COVID-19, in accordance with Texas Government Code 418.016, Governor Abbott announced the suspension of various provisions of the Open Meetings Act that require government officials and members of the public to be physically present at a specified meeting location. Pursuant to that suspension, this meeting was held utilizing the Zoom meeting service. Members of the public were not allowed to attend this meeting in person. The public was able hear, view and participate in this meeting while in progress online.

### 2. Establishment of Quorum

James Valadez, Chairperson	Travis County	Present
Bruce Grube, Vice Chairperson	Travis County	Present
Theresa Bastian, Secretary	Austin ISD	Present
Tom Buckle	West Travis County	Present
Debbie Cartwright	Austin ISD	Present
Nicole Conley	City of Austin	Present
Anthony Nguyen	East Travis County	Present
Felipe Ulloa	Austin ISD/City of Austin	Present
Blanca Zamora-Garcia	City of Austin	Present (Late)
Bruce Elfant	Travis Co. Tax Assessor-Collector (Non-voting)	Present

Also present were Marya Crigler, Chief Appraiser, Leana Mann, Deputy Chief of Operations, and Dustin Banks, In-house Counsel.

### 3. Citizens Communication

- None

### 4. Consent Items

- APPROVAL OF THE MINUTES OF THE JUNE 8, 2021 MEETING
- TAXPAYER LIAISON REPORT
- SECTION 25.25B REPORT
- ACCOUNTING STATEMENTS
- BUDGET LINE ITEM TRANSFERS
- PERSONNEL REPORT

**MOTION:** Approve consent agenda  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Deborah Cartwright

**SECONDER:** Theresa Bastian

AYES: James Valadez, Bruce Grube, Theresa Bastian, Deborah Cartwright, Nicole Conley, Anthony Nguyen, Felipe Ulloa, Tom Buckle

ABSENT: Blanca Zamora-Garcia

**5A. Discussion and possible action on 2020 proposed budget.**

Members of the board heard from: Marya Crigler, Chief Appraiser

**MOTION:** Adopt 2022 budget as proposed  
**RESULT:** **APPROVED [7:1]**  
**MOVER:** Bruce Grube

**SECONDER:** Deborah Cartwright

AYES: James Valadez, Bruce Grube, Theresa Bastian, Deborah Cartwright, Nicole Conley, Felipe Ulloa, Tom Buckle

NAYS: Anthony Nguyen

ABSENT: Blanca Zamora-Garcia

*Board Member Blanca Zamora-Garcia joined the meeting at 11:45 a.m.*

**5B. Discussion and possible action on Chief Appraiser Report to include: 2021 protest season, 2022 field work, software conversion.**

Members of the board heard from: Marya Crigler, Chief Appraiser

The Board of Directors expressed their compliments to Mr. King and the Appraisal Review Board for an excellent job done [regarding certification].

**RESULT:** **DISCUSSED**

**5C. Discussion and possible action on adjustment to 2021 pay schedule.**

Members of the board heard from: Marya Crigler, Chief Appraiser and Leana Mann, Deputy Chief of Operations

**MOTION:** Adjust the 2021 pay scale as presented in option 1  
**RESULT:** **APPROVED [UNANIMOUSLY]**  
**MOVER:** Tom Buckle

**SECONDER:** Blanca Zamora-Garcia

AYES: James Valadez, Bruce Grube, Theresa Bastian, Deborah Cartwright, Nicole Conley, Felipe Ulloa, Tom Buckle, Anthony Nguyen, Blanca Zamora-Garcia

**5D. Discussion and possible action on legislative priorities and authorized spokespersons**

Members of the board heard from: Marya Crigler, Chief Appraiser

**MOTION:** Approve a resolution to authorize Marya Crigler and Debbie Cartwright as authorized spokespersons for the Appraisal District at the legislature.  
**RESULT:** **APPROVED [UNANIMOUSLY]**  
**MOVER:** Tom Buckle **SECONDER:** Theresa Bastian

AYES: James Valadez, Bruce Grube, Theresa Bastian, Deborah Cartwright, Nicole Conley, Felipe Ulloa, Tom Buckle, Anthony Nguyen, Blanca Zamora-Garcia

At 12:10 PM the Board moved to executive session; TO DELIBERATE ANY MATTER AUTHORIZED BY TEXAS GOVERNMENT CODE SEC. 551.001 et sec [THE TEXAS OPEN MEETING ACT] INCLUDING:

SEC. 551.071; Consultation with attorney regarding pending or contemplated litigation, settlement offers, and matters on which the attorney has a duty to advise the Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas (Item 5E)  
SEC. 551.074; Personnel matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the Chief Appraiser or other public officer or employee; or to hear a complaint or charge.  
SEC. 551.076; Deliberations regarding security devices

At 12:36 PM, the Board resumed the public session and returned to Item 5E.

**5E. Discussion and possible action on litigation and appeals related to pending lawsuits and anticipated lawsuits.**

**MOTION:** Approve a resolution to authorizing the appraisal district to file appeal under 42.02.  
**RESULT:** **APPROVED [UNANIMOUSLY]**  
**MOVER:** Deborah Cartwright **SECONDER:** Bruce Grube

AYES: James Valadez, Bruce Grube, Theresa Bastian, Deborah Cartwright, Nicole Conley, Felipe Ulloa, Tom Buckle, Anthony Nguyen, Blanca Zamora-Garcia

**5F. Discussion and possible action to add items to future agendas.**

*Note: The following items were noted as items for upcoming board meetings or items requested by a board member be added to the next agenda:*

- Board of Director's training- beginning of 2022
- Legislative recap from the special session

**5G. Adjournment**

**MOTION:** Adjourn meeting at 12:41 PM

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Bruce Grube

**SECONDER:** Blanca Zamora-Garcia

AYES: James Valadez, Bruce Grube, Theresa Bastian, Deborah Cartwright, Nicole Conley, Felipe Ulloa, Tom Buckle, Anthony Nguyen, Blanca Zamora-Garcia

Respectfully submitted,

---

Theresa Bastian, Secretary

Approved:

---

James Valadez, Chairperson

DRAFT

# TRAVIS CENTRAL APPRAISAL DISTRICT

**BOARD OFFICERS**  
JAMES VALADEZ  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
THERESA BASTIAN  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

**BOARD MEMBERS**  
TOM BUCKLE  
DEBORAH CARTWRIGHT  
NICOLE CONLEY  
BRUCE ELFANT  
ANTHONY NGUYEN  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

## TCAD - BOARD OF DIRECTORS MINUTES OF THE AUGUST 30, 2021 PUBLIC HEARING HELD VIA TELECONFERENCE

### 1. Call to order

Meeting called to order by James Valadez at 11:32 a.m. on August 30, 2021.

Due to COVID-19, in accordance with Texas Government Code 418.016, Governor Abbott announced the suspension of various provisions of the Open Meetings Act that require government officials and members of the public to be physically present at a specified meeting location. Pursuant to that suspension, this meeting was held utilizing the Zoom meeting service. Members of the public were not allowed to attend this meeting in person. The public was able hear, view and participate in this meeting while in progress online.

### 2. Establishment of Quorum

James Valadez, Chairperson	Travis County	Present
Bruce Grube, Vice Chairperson	Travis County	Present
Theresa Bastian, Secretary	Austin ISD	Present
Tom Buckle	West Travis County	Present
Debbie Cartwright	Austin ISD	Present
Nicole Conley	City of Austin	Present
Anthony Nguyen	East Travis County	Present
Felipe Ulloa	Austin ISD/City of Austin	Present
Blanca Zamora-Garcia	City of Austin	Absent
Bruce Elfant	Travis Co. Tax Assessor-Collector (Non-voting)	Present

Also present were Marya Crigler, Chief Appraiser, Leana Mann, Deputy Chief of Operations, and Dustin Banks, Litigation Attorney.

### 3. Citizens Communication

None

### 4. Public hearing on proposed 2022 Travis Central Appraisal District budget

- a. OPEN PUBLIC HEARING
- b. RECEIVE PUBLIC COMMENT ON PROPOSED BUDGET  
None
- c. CLOSE PUBLIC HEARING



5. **Adjournment**

**MOTION:** Adjourn meeting at 11:33 a.m.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Bruce Grube

**SECONDER:** Tom Buckle

AYES: James Valadez, Bruce Grube, Theresa Bastian, Felipe Ulloa, Tom Buckle, Anthony Nguyen, Nicole Conley, Deborah Cartwright

ABSENT: Blanca Zamora-Garcia

Respectfully submitted,

\_\_\_\_\_  
Theresa Bastian, Secretary

Approved:

\_\_\_\_\_  
James Valadez, Chairperson

DRAFT

**4B**

# **CONSENT AGENDA**

# Travis Taxpayer Liaison Activity Report

Objective: minimize complaints by working with Property Owners to understand and resolve their issues.

Due to COVID-19, there have been no in-person interviews with Property Owners

Property Owner Contacts — 2016 2017 2018 2019 2020  
430 653 674 1,576 995

## Property Owner Interactions

	Complaints	General Inquiries	Protest Process	e-filing	Exemptions	Change of Address	Agent Appointment	BPP Issues	Open Records	Tax Issues	Total Activities
Jan	0	11	18	0	28	3	2	10	0	45	117
Feb	2	11	17	0	12	1	2	1	2	12	60
March	0	33	29	0	20	2	1	6	3	16	110
April	2	32	38	0	26	0	23	8	1	11	141
May	1	43	98	57	19	4	352	0	0	7	581
June	3	38	105	9	28	7	44	1	6	13	254
July	5	40	54	0	21	1	14	7	0	5	147
Aug	3	36	109	0	16	1	11	3	5	3	187
Sept	1	24	89	0	47	1	0	1	0	9	172
Oct	0	31	93	0	62	0	1	6	0	4	197
Nov	5	47	55	0	57	0	1	6	1	21	193
Dec											0
<b>Total</b>	<b>22</b>	<b>346</b>	<b>705</b>	<b>66</b>	<b>336</b>	<b>20</b>	<b>451</b>	<b>49</b>	<b>18</b>	<b>146</b>	<b>2,159</b>
	1%	16%	33%	3%	16%	1%	21%	2%	1%	7%	100%

	Complaints	General Inquiries	Protest Process	effiling	Exemptions	Change of Address	Agent Appointment	BPP Issues	Open Records	Tax Issues	Total Activities
2016	19 4%	95 22%	109 25%	19 4%	90 21%	12 3%	29 7%	16 4%	6 1%	35 8%	430 100%
2017	26 4%	81 12%	229 35%	4 1%	162 25%	16 2%	37 6%	31 5%	6 1%	61 9%	653 100%
2018	21 15%	43 6%	299 39%	10 1%	172 23%	15 2%	21 3%	32 4%	7 1%	54 7%	674 100%
2019	30 2%	96 6%	808 51%	46 3%	227 14%	16 1%	252 16%	36 2%	15 1%	50 3%	1,576 100%
2020	8 1%	191 19%	286 29%	24 2%	226 23%	10 1%	62 6%	28 3%	9 1%	150 15%	995 100%

## Travis Taxpayer Liaison Hours Report

2021	<i>Monthly</i>			<i>Cumulative</i>		
	Hours	Pay	Rate / Hour	Hours	Pay	Rate/Hour
January	62	1,666.67	26.88	62	1,666.67	26.88
February	39	1,666.67	42.74	101	3,333.34	33.00
March	55	1,666.67	30.30	156	5,000.01	32.05
April	60	1,666.67	27.78	216	6,666.68	30.86
May	56	1,666.67	29.76	272	8,333.35	30.64
June	70	1,666.67	23.81	342	10,000.02	29.24
July	74	1,666.67	22.52	416	11,666.69	28.04
August	86	1,666.67	19.38	502	13,333.36	26.56
September	73	1,666.67	22.83	575	15,000.03	26.09
October	72	1,666.67	23.15	647	16,666.70	25.76
November	79	1,666.67	21.10	726	18,333.37	25.25
December						
<b>Total 2021</b>	<b>726</b>	<b>18,333.37</b>	<b>25.25</b>			

# Complaints

Approach to Complaints: try to make the property owner feel they have been heard and then work on explaining what can be done. For complaints that cannot be resolved to the satisfaction of the property owner, their written complaints are documented and submitted to the TCAD Board of Directors and at year-end to the Comptroller's office.

There are three types of Complaints:

- The first is from a property owner demanding an immediate reversal of a district or ARB action and installation of their desired results.
- The second is from a property owner expecting the Liaison Office to be the advocate in their challenge of a district or ARB action.
- The third is from an upset property owner who is unhappy with their dealing with the district or ARB but want to understand why the district or ARB has denied their desired results.

## Complaint Log

02/08/2021 Jenica Jensen PID 874934

Challenged comps used by district in protest hearing

02/25/2021 Samantha & Scott Cooley PID 915515

ARB dismissed hearing in error. Protest hearing re-opened

04/06/2021 WAYNE Murry PID 482539

Slow process to reinstate cancelled homestead exemption

04/23/2021 Kara Decker PID 175748

Long rescheduling process for prior year protest hearing

05/17/2021 Emil Dides PID 891439

Problem with Customer Service support

06/02/2021 Kay Andrews PID 147889

Long wait time on phone. Senior citizen with weak bladder

06/07/2021 Greg Kelin PID 273814/276550/161212/103847/107878

Problem with protest process

06/13/2021 Allen Mincho PID 793881

Uploaded evidence for protest hearing was not available for phone hearing

07/14/2021 Hasna Sharif PID 564157

Problem with protest process

07/16/2021 Rana Biswas PID 474317

Problem with protest process

07/19/2021 Ronald Houston PID 112657

Problem with protest process & actions of ARB Chair

07/22/2021 Rory O'Donnell PID 768786

House documented as on vacant lot not corrected in ARB hearing

07/22/2021 Olivia Alessandra PID 748889

Square footage for non-existent second floor not corrected in ARB hearing

08/11/2021 George Lobb PID 868273

Challenging the ARB professionalism. Requested new hearing.

08/24/2021 Catherine Robins Ramos PID 480062

The issue is with how the ARB Chair Mr. Dugger's behavior and his verbally abusive attitude towards property owner during hearing. Claims Mr. Dugger said he knows "you people don't like paying taxes."

11/03/2021 Janice Goodspeed PID 221160

Improvement increased from 2020 market value of 18,100 to 157,234 in 2021. Property owner demanding 2021 improvement market value be reset to 2020 value.

11/04/2021 Kasey Nichols PID 544719

Property owner submitted a homestead exemption application for 2021 requesting a 100% survive spouse exemption. The application was denied. Did not receive denial letter.

11/10/2021 Jeanine Lineback PID 247382

Email sent out are not fully accessible to persons using screen reader software. The TCAD website does not in compliance with section 508 standards and or WCAG guidelines for those with a blind disability.

11/10/2021 Jason Montgomery PID 352387

Customer Services not providing status of a 100% disability veteran disability exemption submitted in June. Property owner is concerned about having to pay a tax bill.

11/16/2021 Tiffany Taylor PID 734397

Repairs to the condo were added to assessed value as improvements, increasing market value.

11/16/2021 Monica Brieger PID 566745

At hearing, property owner felt ARB members lacked proper training and did not understand the tax code. Also took issue with how damages to the property were not being properly valued. There were issues as to what properties should or should not have been considered proper comparables.

# Complaints

## **02/08/2021 Jenica Jensen PID: 874934**

Tim Wilkins represented property owner in protest held on 02/08/2021. The protested property is a newly constructed condo unit. The hearing was a late protest 41.411.

Prior to start of the hearing, ARB asked if taxes were current. Agent believes this was not appropriate because asking about status of taxes was equivalent to ARB inappropriately entering evidences to the hearing. .

Agent presented condo units sold in mid-2019. as comparable. Agent claimed TCAD appraiser incorrectly dismissed his comparable as not valid and used builder inventory values instead of sales data.

During the hearing, ARB Chair stated had conducted online research during the hearing.

ARB Chair ended the hearing based upon agent being disruptive.

Agent threatening legal action if issue not resolved to their satisfaction..

## **02/25/2021 Samantha & Scott Cooley PID: 915515**

Property owner was granted and had a 25.25c error type ARB hearing. The protest was about the builder submitting a floor plan showing 3,463 square footage. At the hearing, the property owner provided evidence the square footage submitted by the builder was in error and should have been 1,937. At the hearing, the ARB Panel Chair determined the protest was not valid because the error was created by the builder submitting the wrong floor plan. Instead stating the only error possible for the 25.25c error was an error created by the district. ARB Staff supported the ARB decision and denied a request for another hearing.

I challenged the decision with the ARB requesting the hearing be reopened. After they consulted with their ARB attorney who agreed a builder submitting the wrong floor plan and square footage was an error allowed under a 25.25c protest the ARB has agreed to grant the property owner a new hearing.

## **04/06/2021 Wayne Murry PID: 482539**

In November 2019, property owner refinanced their home. At that time, the direct dropped their homestead and over 65 exemptions. When they received updated billing from their mortgage company, then became aware of the problem and reapplied for their exemptions. The result was a doubling of their monthly mortgage payment.

After re-applying for their exemptions, their exemptions have been restored. It has not been a fast process. Updated records forwarded to the tax office for an update in April 2021. They do not understand why a refinancing resulted in a cancelation of

their exemptions or why it took so long to correct the problem. . For a retired couple on a fixed income, the increase in their mortgage escrow payments was a financial hardship. .

**04/23/2021 Kara Decker PID: 175748**

Property Owner filed for and had a scheduled 2020 protest. After requesting a reschedule, the hearing received an open date. Property owner made numerous emails and phone calls to the ARB inquiring about when they would have their hearing. Most response to emails was an auto-reply stating the ARB was not in session. No calls returned. Hearing date is still open.

Now that the 2021 protest season has started and ARB focus is on 2021, it could be the fall of 2021 before they may have their hearing. No answer as to why they have not had their 2020 protest hearing.

**05/17/2021 Emil Dides PID: 891439**

Per email Subject: Complaint over CS phone conversation

I recently had an issue online where I couldn't E-File and appeal and that was due to a new pin I needed to add to my existing account. This was resolved after about 10 minutes arguing with an employee. It was then resolved by a manager after I asked to transfer to another support specialist due to the lack of knowledge, disrespect, and tone of who I spoke with first,

Tammy was rude to me from the start of the conversation for no reason. She mentioned multiple times that I shouldn't have waited until the last day to file an appeal. Constantly said it's not "our problem" and did not even try to provide any sort of solution. Her tone was disrespectful and it was just a barrage of "the issue is on your end" and "we are busy you shouldn't have waited until the last day to file". (Which was said 5x for some reason that makes absolutely no sense)

Just wanted to inform you of my experience and I hope I never have to call in for assistance to Travis County.

**06/02/2021 Kay Andrews PID: 147889**

As a woman in her 80's with a weak bladder, she does not believe being on hold for two hours is reasonable. She recommended the district follow an AT&T model of providing a special phone number for senior citizens. Wait times at AT&T are minimal and staff helpful for those who are not technically savvy.

**06/07/2021 Greg Kelin PID: 273814, 276550, 161212, 103847, 107878**

Complaint is over how the informal process works. After e-filing and receiving an offer, property owner wanted to have an informal with an appraiser. He was told he was not eligible for an informal because he had used the efile process. Referring to the informal protest process posted on the district web site, he believes he should have



had the opportunity to have the informal. He states there was nothing in the process statement that denies him from having an informal if there had been an efile.

**06/13/2021 Allen Mincho PID: 793881**

Property owner had uploaded evidence for their June 10<sup>th</sup> ARB formal hearing. At the time of the hearing, the district was able to see property owner's evidence had been received by the district on June 1<sup>st</sup> but the documents had not been uploaded and therefore not available for viewing by the ARB.

The ARB did reduce market value from 1,933,438 to 1,646,100. Owner was requesting 1,358,791.

Forwarded complaint to ARB and recommended there be some process in place to address how to fairly conduct an ARB hearing when the property owner's evidence had been submitted but not available for the ARB hearing.

**07/14/2021 Hasna Sharif PID: 564157**

Formal ARB hearing was conducted on 07/14/2021. Property had 2021 market value of \$1,155,000. Property owner was asking for a market value of \$1,075,000. A requested reduction of \$80,000. Property owner had four complaints about the hearing.

- Comps used by the district were properties that had significant remodeling and upgrading making them not reasonable comps to his property.
- Property Owner wanted an in-person hearing, not a phone hearing. She did not know she could have requested an in-person hearing.
- She felt the phone hearing was not a satisfactory format for his hearing. There was not a process at time of the hearing to upload and present his evidence. She did not realize he needed to upload his evidence before the phone hearing. During the hearing, she was only able to present a verbal listing and description of damages.
- Property had numerous, significant damage from the winter storm. ARB panel did not consider those damages since the damage was incurred in March, not as of January 01.

She did have pictures but no cost to cure. I explained that the ARB is not capable of converting pictures into a number to be used to reduce market value. The ARB needs estimated cost to cure to help determine an appropriate reduction to market value.

Property owner requested a new hearing with a fair, ethical panel. I explained it was not possible to grant him another ARB hearing but explained how he could challenge the ARB decision.

07/16/2021 Rana Biswas PID: 474317

To the TCAD Taxpayer Liaison, TCAD Chief Appraiser, and Travis County Tax Office (Attn: Mr. Elfant) via email

I am a homeowner in Austin, TX, residing at 12001 Preserve Vista Terrace. I write to you to discuss my recent experience with the Travis Appraisal Review Board (TARB) on July 12, 2021, during my formal protest. Note: while I was certainly disappointed in the outcome of the TARB decision for my protest, *the purpose of this message is NOT to re-litigate TARB's final decision*, but rather to point out several areas of unfairness inherent in the TARB formal protest and general standards to derive Appraised Value of residential properties in Austin.

### Determination of Appraised Value

I was meticulous in compiling relevant sales data in my neighborhood, and comparing these transactions detail-by-detail to TCAD adjustments (based on TCAD definitions), as presented in TCAD's evidence package. In doing so, I found that comparable homes were all assigned a certain Single Family Residential Construction Class (R3), one level lower than my own home (R2). To provide a basis for comparison, I showed for each sold home multiple exterior and inside images, all readily available to anyone on the internet from various known and credible websites

(e.g., [realtor.com](https://www.realtor.com), [zillow.com](https://www.zillow.com), etc.).

After making my case, TARB eventually stated that since I had not provided images of my own home, a determination could not be made whether R2 Class was appropriate or not for my home. Two points around this: 1) during my 2019 in-person formal hearing with TARB, I was informed by the Appraiser that they had access to images of home, even those not found on the internet, and it was appropriate that I did not supply every view of the home during that session, and 2) in TCAD's own evidence package this year, *direct wording from a prior MLS listing of my own home* was included verbatim on the property card, as well as at least one external image from an old MLS listing.

When asked about images of my own home, I stated to TARB that I did not include such images in my own evidence package, as in my previous protest I was informed that TCAD had plenty of images of my home already. Further, dozens of images (external and internal) of my home are still available--and have been available for years--for anyone to access on the internet on credible real estate websites:

Realtor.com: <https://bit.ly/3ejl5m2>

Zillow.com: <https://bit.ly/3kduZJM>

Notably, TARB clearly used such websites in the past to derive language and images of my home to include in its own evidence package. The Appraiser on TARB read verbatim the description (filled with marketing language) lifted directly from a prior MLS listing, and used that as "evidence" that my home was actually an R2 Class,

despite the fact that I had just shown recent sales from the previous year (i.e., all in the R3 Class), including very similar MLS language for those comps versus what was stated in my old MLS listing. TARB then used my lack of images for my own property as a basis to keep the current Class rating. If TARB needed to see images of my home and base its Class determination on that, it very easily could have done so either ahead of the hearing or even during it. However, no such attempts appear to have been made by TARB.

Clearly, TARB or anyone at TCAD has access to plenty of images of our home at its disposal--interior and exterior--if either wanted to access them. In this case, it unfairly used my lack of inclusion of such images in my own evidence package as a reason to deny my assertion that my home's Class was equivalent to the comps that I presented--which, by the way, were also on TCAD's sales grid. This is using a technicality to avoid the real question of what my property Appraised Value should be, based on comparable sales. In each case, being assessed in a higher Class resulted in up to \$200,000+ in upwards adjustments to sales comps to derive my own Appraised Value. TCAD chose not to take the easy path and look up any images of my home, readily available on multiple real estate sites, before or during my hearing. These images would have readily shown that my class of home was very similar to those rated one degree lower than mine.

**Bottom line:** TCAD is acting inconsistently and thus, unfairly, here. Just as TCAD previously had accessed MLS information, and at least one image of my home, from a public real estate site, and then used the old MLS listing language as a justification to keep my Class of home where it was, it could have easily used the same MLS listing to see an ample number of images of the interior of my home to determine whether my argument on appropriate Class was relevant or not. Instead, TCAD used MLS information when convenient to make its own case, and ignored it and placed the burden on me to provide it, when such evidence would have easily supported my case and was readily available to TARB at all times. This is inherently unfair, and in my opinion, not an ethical way to determine a true fair Appraised Value for anyone.

### **Basis of Protest**

I incorrectly marked as a specific subject matter for protest hearing as "Not Equal/Uniform with Others", instead of "Sales Values." Although I have protested my taxes in the past, this distinction remained a bit blurry, until now. While my entire evidence was presented exclusively around Comparable Sales data, since I had marked the wrong box, the Appraiser made a long case where he only considered my protest on an "Equity" basis (i.e., Value is unequal when compared with other properties). It was only after one of the independent TARB members mentioned that I probably marked the box in error, did he even reconsider. The fact that the Appraiser tried to derail my entire case based on this technicality, though eventually agreed with the TARB member, should be disturbing to TCAD in how it conducts business.

Additionally, there is a glaring inherent flaw in the "Equity" method that TCAD should acknowledge and remediate. During my hearing, when making the case for a "tight" set of comps based on equity, TARB made the argument that other homes around mine are of equal/similar Class. However, they are only of a similar Class because TCAD has determined it as so. To extend this logic out further, if all the Class assessments are done incorrectly by TCAD, and none of these homeowners protest its taxes, following TCAD's line of reasoning, my home should, by definition, be the same Class. Just because TCAD has assessed most/all homes in an area in one uniform way, that does not mean that is the "right" way. TCAD can always aim for a higher Class, and if no one protests, that does not in itself make everyone else's home "comparable" to mine.

**Bottom line:** This "Equity" method is inherently flawed and one that should never form the basis of an argument as to why a Protestor's home should be of a higher classification. If TCAD is providing a higher assessment on other homes, then the Protestor can never win on this basis. TCAD cannot credibly claim other homes prove the Protestor's home is of a certain Class, if TCAD itself is the one making the determination on other homes (all subject to protest).

### **Single Family Construction Class**

TCAD changed its definitions of Single Family Construction Class this year, making it far more vague and ambiguous between classifications. In 2019, the Appraiser during my formal hearing agreed that my Class had been assigned one too high. TCAD's assessment of a home's proper Single Family Construction Class has a major impact on the ultimate Appraised Value of any property. In my case, the adjustments to comp sales were in the 6-figure dollar range just in this one category. In his justification of why very similar homes in my neighborhood (for which I had shown ample evidence) had been assigned a lower Class, the Appraiser on the TARB started using age of home and potentially different builders as a justification, as all the sold home comps were 6 years older than mine. However, age adjustments are already picked up in %Good determination, and there was no proof provided of different builders here, nor is that a stated reason for assignment of Single Family Construction Class, as each is defined in TCAD's own evidence package.

**Bottom Line:** It appears TARB is really reaching when making its own justification on Class, and does not hold itself to the same standard of evidence and proof that it requires of the Protestors themselves. Again, this is inherently unfair.

### **Market Leveler Detail**

This appears to be a "catch-all", and highly-subjective line item that typically results in Appraised Value being subject to upward revisions. On the one hand, TCAD suggests it does not have any images of my home (since I did not provide them), yet is able to make this determination on Market Leveler Detail to great precision. Again, there is a glaring inconsistency here, and one that brings into question TCAD's ability to assess this metric. I presented ample evidence as to Market Leveler Detail for

every sales comp on the list. However, the TARB gave no consideration to this argument. In one case, this line item added almost \$75,000 to the "Adjusted Value" of one of the comps, and overall added an upwards adjustment to three out of the four comps--all without any specific justification.

**Bottom Line:** Using this very opaque bucket of Market Leveler Detail, TCAD is able to add upwards adjustments to Appraised Value, without providing any justification. My evidence presented to address this item for each comp was completely ignored when determining the final Protest Value. Again, this is inherently unfair when such a large adjustment factor is included without any real evidence backing it up from TCAD's side.

> **Summary** <

I trust TCAD and the Travis County Tax Office will take these matters seriously and under consideration. For this tax year, it certainly feels that TCAD has gone out of its way to make sure that any evidence presented by homeowners--no matter how credible--should be discredited and dismissed. There was a great focus on what was **not** in the evidence package (even if readily attainable by TCAD, if desired), rather than the evidence that was in it and presented. As well, new and creative justifications for Single Family Construction Class were presented--ones, not outlined in TCAD's own evidence package. And no explanation or consideration was given to the highly-opaque and subjective Market Leveler Detail item, which conveniently, almost always represents an upward adjustment against the homeowner. Finally, the "Equity" method to justify a homeowner's Appraised Value is a circular argument, since the determination of other homes is made by TCAD itself--hence, by definition, a homeowner can never make a case that its classification should be lower on that basis alone. TCAD is pointing to its own opinion of Class to make its case on the Protestor's property class.

While the Austin home market remains robust, not all neighborhoods are the same. TCAD calculates whatever Appraised Value it needs to achieve a 10% increase in Assessed Value, a very non-scientific way (which certainly still achieves tax collection goals). I hope you will take these considerations into account and make corresponding changes and/or improvements for the 2022 tax year. Right now, after my own experience and talking to others, the entire TARB formal protest process is clearly stacked against homeowners.

Thanks for your time.

A. Rana Biswas

**07/19/2021 Ronald Houston PID: 112657**

Property Owner has an open protest for 2020 and 2021. There was a request for the hearings to be held in-person instead of by phone and that they be rescheduled. Both were rescheduled to be held on the same day. Property Owner wanted the 2021 hearing to be rescheduled again and be held 14 days after the 2020 hearing claiming the need time to use results of the 2020 hearing for the 2021 hearing. ARB position is that property owner had already received one reschedule and did not show good cause for a second reschedule.

The Tax Code in Section 41.45 (e) and (e-2) says that a second request to reschedule, will be granted only for "good cause". Good cause means ... "a reason that includes an error or mistake that was not intentional or the result of conscious indifference...".

Property Owner continues to insist the need for 14 days between hearings to allow for using evidence from 2020 hearing to support 2021 hearing and wants to challenge the ARB Chair decision.

Advised property owner that the ARB Chair decision is final and cannot be challenged.

**07/22/2021 Rory O'Donnell PID: 768786**

Property is a vacant lot. For 2021, a house was added in error. There was a 2021 protest held by Five Stone, but the error was not caught. As a result of the protest, market value was slightly reduced but house was left on the property increasing market value.

Property owner is requesting a correction to remove the house and adjust the market value accordingly. Explained the ARB would not re-open and grant a new hearing. Suggested Property Owner contact Five Stone and discuss how they recommend fixing the problem.

Recommended property owner file a Characteristics Correction Update form. The form is a request to have a district appraiser come out to the house and do a review. Although not a fix for 2021, can address the issue for 2022.

**07/22/2021 Olivia Alessandra PID: 748889**

District has improvements with a second floor at 455 square feet. At their hearing, property presented floor plan showing there was no second floor. Property owner does not understand why ARB would not correct the square footage.

I explained ARB cannot adjust the square footage. Recommended property owner file a Characteristics Correction Update form. The form is a request to have a district appraiser come out to the house and do a review.

ARB did reduce market value to purchase price.

**08/11/2021 George Lobb PID: 868276**

Complaint by email is about how the ARB hearing was conducted and how district appraiser presented evidence. Property owner does not state what the issue is with the market value. Property owner requesting a new hearing based upon what he considers lack of professionalism by district appraiser and ARB panel. Via open records, property owner requesting all protest hearing supporting documentation and ARB member backgrounds.

**08/24/2021 Catherine Robins Ramos PID 480062**

Property owner stated that Michel Swartout district appraiser acted in a professional manner as well as Mr. Waddell and Ms. Mastain, ARB panel members. Expressed a special thank you to Ms. Mastain who did her best to listen, review evidence presented, and especially for her attempt to defend property owner when Mr. Dugger questioned property owner's honesty.

The issue is with how the ARB Chair Mr. Dugger's behavior and verbally abusive and hostile attach towards property owner. He questioned Ms Robins right to act as agent and questioned integrity of evidence being presented. Ms. Robins claims Mr. Dugger actually said that he understands that he knows "you people don't like paying taxes."

**11/03/2021 Janice Goodspeed PID 221160**

Market value for 2021 improvements was 157,234 and increase from 2020 improvement market value of 18,100. Property Owner demanding 2021 improvement value be reset to 2020 value and asserts the district appraiser provided false information during the hearing. Also, property owner feels her evidence presented was not property reviewed and considered.

**11/04/2021 Kasey Nichols PID 544719**

Property owner submitted a homestead exemption application for 2021 requesting a 100% survive spouse exemption on August 10, 2021. The application was denied.

**11/10/2021 Jeanine Lineback PID 247382**

Email sent out are not fully accessible to persons using screen reader software. If emails and websites are not coded according to section 508 and WCAG standards screen reading software such as voiceover cannot properly read or access elements in the email or on the webpage. On the Travis Central appraisal District website, there are multiple elements which are not labeled at all. This does not meet compliance with section 508 standards and or WCAG guidelines.

**11/10/2021 Jason Montgomery PID 352387**

Property owner had filed for a 100% disability veteran disability exemption in June. After several requests, he has not received information from Customer Services as to when the exemption will be implemented. With tax bills for 2021 starting to be issued, he is concerned about having to pay a tax bill.

**11/16/2021 Monica Brieger PID 566745**

The leader of the board kept interrupting in my presentation kept explaining to me what improvements meant. How he continually stated that we were catching up on Ms. Brieger from 2 years ago after asking Ms. Ross did my taxes increase last year and the year before? At the end of my hearing no one informed me what the process would be how much my taxes would be deducted if any? they just told me I will get a letter in the mail.

I felt that the board members needed more training in property tax codes, I feel that one of the board members didn't even know what was going on and he's just going along with the program because he didn't understand property tax code and how you consider all things in evaluating the property you consider structural damages you considered improvements you consider roads you consider sidewalks you consider whether it's flooding and I presented all paperwork documentation and pictures to show. The lead board member he kept interrupting stating that my home is in a community and not a subdivision. I'm trying to explain to him that the houses that are being listed or not even in my subdivision there in a different subdivision and are different type of homes down the road on Gilbert Lane.



**4C**

# **CONSENT AGENDA**



# Travis Central Appraisal District

## Section 25.25B Report

From: August 30, 2021 To: December 09, 2021

Prop ID	Year	Owner Name/ Legal Description	Location	NOAV Market	Current Market
385219	2021	HERZOG FOUNDATION DRILLING INC PERSONAL PROPERTY COMMERCIAL HERZOG FOUNDATION DRILLING INC	20218 KEILMAN LN	\$730,474	\$730,474
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
707840	2021	SUN SECURED FINANCING HOUSTON PERSONAL PROPERTY COMMERCIAL SUN COMMUNITIES TEXAS LP	3300 KILLINGSWORTH LN	\$128,751	\$128,751
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
722525	2021	TEXAS SORYU KARATE PERSONAL PROPERTY COMMERCIAL TEXAS SORYU KARATE	4511 PRIEM LN # 1	\$2,830	\$2,830
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
736573	2021	ALLSTAR CHEER & DANCE OF TX INC PERSONAL PROPERTY COMMERCIAL TEXAS ALLSTAR CHEER	4674 PRIEM LN # 200	\$36,798	\$36,798
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
744863	2021	BECK FUNERAL HOME PERSONAL PROPERTY COMMERCIAL BECK FUNERAL HOME	4765 PRIEM LN	\$120,219	\$120,219
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
753669	2021	BRENTS TREE SERVICE PERSONAL PROPERTY COMMERCIAL BRENTS TREE SERVICE	20432 KEILMAN LN	\$146,664	\$146,664
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
755537	2021	DYEZZ SURVEILLANCE & SECURITY INC PERSONAL PROPERTY COMMERCIAL DYEZZ SURVEILLANCE	4613 PRIEM LN	\$440,274	\$440,274
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
777330	2021	LABELS FROM THE HEART LLC PERSONAL PROPERTY COMMERCIAL HART LABEL	4674 PRIEM LN # 306	\$97,318	\$97,318
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
777338	2021	AUSTIN TRAFFIC SIGNAL CONSTRUCTION (I PERSONAL PROPERTY COMMERCIAL AUSTIN TRAFFIC SIGNAL CONSTRUCTION COMPANY	4615 PRIEM LN	\$633,897	\$633,897
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
788434	2021	MANIMAL FITNESS INC PERSONAL PROPERTY COMMERCIAL CROSSFIT TEXAS	4674 PRIEM LN # 408	\$53,891	\$53,891
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
797163	2021	BLACKALL MECHANICAL INC PERSONAL PROPERTY COMMERCIAL BLACKALL MECHANICAL INC	4674 PRIEM LN # 202	\$32,055	\$32,055
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
797833	2021	DRY FORCE LLC PERSONAL PROPERTY COMMERCIAL DRY FORCE	4717 PRIEM LN # 2-204	\$258,968	\$258,968
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					



# Travis Central Appraisal District

## Section 25.25B Report

From: August 30, 2021

To: December 09, 2021

Prop ID	Year	Owner Name/ Legal Description	Location	NOAV Market	Current Market
810545	2021	ESTEEMED AUTOMOTIVE LLC PERSONAL PROPERTY COMMERCIAL ESTEEMED AUTOMOTIVE.COM  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4511 PRIEM LN # 2	\$7,326	\$7,326
811180	2021	RFR ENDEAVORS LLC PERSONAL PROPERTY COMMERCIAL TEAM RABADI  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4674 PRIEM LN # 300	\$9,480	\$9,480
811187	2021	GARCIA CESAR PERSONAL PROPERTY COMMERCIAL CESAR PALLETS  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	3720 APPLE VISTA CIR	\$147,683	\$147,683
821812	2021	COMMERCIAL SWIM MGMNT LLC PERSONAL PROPERTY COMMERCIAL COMMERCIAL SWIM MANAGEMENT  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	20234 KEILMAN LN	\$171,604	\$171,604
826153	2021	INTEGRITY PAVING AND PERSONAL PROPERTY COMMERCIAL INTEGRITY PAVING AND COATINGS LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	21307 MARTIN LN #	\$173,421	\$173,421
826834	2021	A PLUS BOAT & RV STORAGE LLC PERSONAL PROPERTY COMMERCIAL A PLUS BOAT & RV STORAGE LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4645 PRIEM LN	\$731	\$731
826835	2021	A PLUS ASPHALT & CONCRETE LLC PERSONAL PROPERTY COMMERCIAL A PLUS ASPHALT & CONCRETE LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4645 PRIEM LN	\$32,194	\$32,194
826837	2021	CAPITAL FABRICATION LLC PERSONAL PROPERTY COMMERCIAL CAPITAL FABRICATION LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4645 PRIEM LN	\$210,194	\$210,194
852480	2021	HEAVY EQUIPMENT RENTALS OF TEXAS LL PERSONAL PROPERTY COMMERCIAL HEAVY EQUIPMENT RENTALS OF TEXAS  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4629 PRIEM LN	\$27,208	\$27,208
864656	2021	NEIHI GLASS INC PERSONAL PROPERTY COMMERCIAL NEIHI GLASS INC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	21303 MARTIN LN	\$43,066	\$43,066
865391	2021	BUTTERCUP INVESTMENTS INC PERSONAL PROPERTY COMMERCIAL BUTTERCUP CHEVRON  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	14815 DESSAU RD # 100	\$89,005	\$89,005
866032	2021	ARFAMOMIN CORP PERSONAL PROPERTY COMMERCIAL LIQUOR EXPRESS 2  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	14815 DESSAU RD # 200	\$48,444	\$48,444



# Travis Central Appraisal District

## Section 25.25B Report

From: August 30, 2021

To: December 09, 2021

Prop ID	Year	Owner Name/ Legal Description	Location	NOAV Market	Current Market
866033	2021	THIRD COAST UNLIMITED LLC PERSONAL PROPERTY COMMERCIAL THIRD COAST WIRELESS 5  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	14815 DESSAU RD # 300	\$15,288	\$15,288
866074	2021	DESSAU RD LLC PERSONAL PROPERTY COMMERCIAL DESSAU RD LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	14815 DESSAU RD # 100	\$266,775	\$266,775
870527	2021	OCHOA MARY S PERSONAL PROPERTY COMMERCIAL OCHOAS GIDDY UP SUPPLIES  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	19004 N F M RD 973	\$4,673	\$4,673
871747	2021	JILL WISEMAN DESIGNS LLC PERSONAL PROPERTY COMMERCIAL JILL WISEMAN DESIGNS  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 3-301	\$13,656	\$13,656
872293	2021	CBB ACQUISITION COMPANY INC PERSONAL PROPERTY COMMERCIAL BUILDERS BLINDS  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4674 PRIEM LN # 106	\$39,100	\$39,100
872295	2021	POLLACK HWANG E SR PERSONAL PROPERTY COMMERCIAL POLLACK HWANG E SR  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4674 PRIEM LN # 401	\$23,991	\$23,991
874948	2021	FUTURE RETIREMENT INC PERSONAL PROPERTY COMMERCIAL WEED MAN  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 4-401	\$79,298	\$79,298
874949	2021	HALLMARK CASEWORK PERSONAL PROPERTY COMMERCIAL HALLMARK CASEWORK  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 1-102	\$7,619	\$7,619
874951	2021	CALIBRATION SOLUTIONS LLC PERSONAL PROPERTY COMMERCIAL CALIBRATION SOLUTIONS LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 1-100	\$210,265	\$210,265
880753	2021	DE LA ROSA EVENT CENTER LLC PERSONAL PROPERTY COMMERCIAL DE LA ROSA EVENT CENTER LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	19000 N F M RD 973 # 6	\$11,676	\$11,676
880934	2021	SACRIFICE TRAINING LLC PERSONAL PROPERTY COMMERCIAL SACRIFICE TRAINING LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	18307 WEISS LN	\$14,266	\$14,266
882546	2021	CK2 LLC PERSONAL PROPERTY COMMERCIAL ROWE LANE STORAGE  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	3100 ROWE LN	\$546	\$546



# Travis Central Appraisal District

## Section 25.25B Report

From: August 30, 2021

To: December 09, 2021

Prop ID	Year	Owner Name/ Legal Description	Location	NOAV Market	Current Market
884609	2021	ULTIMATE STRUCTURES INC PERSONAL PROPERTY COMMERCIAL AUSTIN CUSTOM SHADES  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4674 PRIEM LN # 406	\$31,910	\$31,910
894068	2021	ACTIVE EUROWORKS LLC PERSONAL PROPERTY COMMERCIAL ACTIVE EUROWORKS LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4674 PRIEM LN # 304	\$54,053	\$54,053
894153	2021	UPTOWNE RECOVERY LLC PERSONAL PROPERTY COMMERCIAL UPTOWNE RECOVERY LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	18307 WEISS LN	\$4,109	\$4,109
894155	2021	512 DOGJOY LLC PERSONAL PROPERTY COMMERCIAL DOG JOY RANCH  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	20818 MARTIN LN	\$28,342	\$28,342
898582	2021	JMKY LLC PERSONAL PROPERTY COMMERCIAL TACQUERIA KRYSAL  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	14905 DESSAU RD # 500	\$26,971	\$26,971
902068	2021	CARPET WAREHOUSE INC PERSONAL PROPERTY COMMERCIAL FLOORING WAREHOUSE  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 2-201	\$5,294	\$5,294
902071	2021	THORN DISTILLERY LLC PERSONAL PROPERTY COMMERCIAL THORN DISTILLERY LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 9-901	\$103,836	\$103,836
902073	2021	HOT TUB MAN THE LLC PERSONAL PROPERTY COMMERCIAL HOT TUB MAN THE LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	20700 FRANKIE LN # 306	\$4,728	\$4,728
902075	2021	LOVA NORTH AMERICA INC PERSONAL PROPERTY COMMERCIAL LOVA  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 6-601	\$483,869	\$483,869
904682	2021	ASHFORD MONTESSORI LLC PERSONAL PROPERTY COMMERCIAL ASHFORD MONTESSORI  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	20301 JACKIES RANCH RD	\$53,052	\$53,052
904962	2021	PFLUGERVILLE SELF STORAGE GRP LLC PERSONAL PROPERTY COMMERCIAL PFLUGERVILLE SELF STORAGE  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	1511 PANTHER LOOP	\$15,200	\$15,200
909435	2021	RODRIGUEZ LILIANA, ROSA MARIA SALAZA PERSONAL PROPERTY COMMERCIAL BEAUTY SPOT THE  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	14905 DESSAU RD # 400	\$5,891	\$5,891



# Travis Central Appraisal District

## Section 25.25B Report

From: August 30, 2021

To: December 09, 2021

Prop ID	Year	Owner Name/ Legal Description	Location	NOAV Market	Current Market
909436	2021	GOODWILL INDUSTS OF CENTRAL TX PERSONAL PROPERTY COMMERCIAL GOODWILL INDUSTRIES STAR RANCH  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4748 PRIEM LN	\$186,238	\$186,238
910574	2021	KRONOS WIRELESS LLC PERSONAL PROPERTY COMMERCIAL KRONOS WIRELESS LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 7-703	\$35,645	\$35,645
910579	2021	GIFT OF SCENT LLC THE PERSONAL PROPERTY COMMERCIAL GIFT OF SCENT LLC THE  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 2-202	\$12,356	\$12,356
910586	2021	LCG INC PERSONAL PROPERTY COMMERCIAL LCG INC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 8-803	\$5,133	\$5,133
910588	2021	SHEDS & MORE LLC PERSONAL PROPERTY COMMERCIAL AMERICAN PATIO AND SCREEN ROOMS  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4717 PRIEM LN # 7-706	\$20,215	\$20,215
914036	2021	PRUNEDA CONSTRUCTION INC PERSONAL PROPERTY COMMERCIAL PRUNEDA CONSTRUCTION  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	14905 DESSAU RD # 100	\$2,684	\$2,684
914044	2021	ENCOR SOLAR LLC PERSONAL PROPERTY COMMERCIAL ENCOR SOLAR LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	4674 PRIEM LN # 104	\$13,170	\$13,170
914046	2021	SHANZEY BUSINESS INC PERSONAL PROPERTY COMMERCIAL MI PUEBLITO AT DESSEAU  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	14905 DESSAU RD # 200	\$35,351	\$35,351
914047	2021	MI CELINE MERCADO LLC PERSONAL PROPERTY COMMERCIAL CECES FROYO  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	14905 DESSAU RD # 300	\$70,439	\$24,862
923972	2020	ATX EASTSIDE PROPERTIES LLC LOT 1 ATX EASTSIDE PROCK SUBD  Improvement erroneasly added for 2020, 08/30/2021, MXC//	4801 PROCK LN # A	\$557,988	\$192,500
923973	2020	ATX EASTSIDE PROPERTIES LLC LOT 2 ATX EASTSIDE PROCK SUBD  Improvement erroneasly added for 2020, 08/30/2021, MXC//	4803 PROCK LN # B	\$424,131	\$192,500
928793	2021	CANOS MECHANIC LLC PERSONAL PROPERTY COMMERCIAL CANOS MECHANIC LLC  REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.	20009 KEILMAN LN	\$48,609	\$48,609



# Travis Central Appraisal District

## Section 25.25B Report

From: August 30, 2021 To: December 09, 2021

Prop ID	Year	Owner Name/ Legal Description	Location	NOAV Market	Current Market
929036	2021	7-ELEVEN INC PERSONAL PROPERTY COMMERCIAL 7 ELEVEN #38279H	1429 MUIRFIELD BEND DR	\$362,306	\$362,306
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
929107	2021	APEX DENISTRY PLLC PERSONAL PROPERTY COMMERCIAL APEX DENTAL STUDIO	21000 STATE HY 130 # 100	\$156,270	\$156,270
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
929108	2021	ZIPPVET MANAGEMENT LLC PERSONAL PROPERTY COMMERCIAL ZIPPVET PET HOSPITAL	21000 STATE HY 130 # 110	\$71,806	\$71,806
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
929113	2021	LUCKY STARS PRESCHOOL LLC PERSONAL PROPERTY COMMERCIAL LEARNING EXPERIENCE ACADEMY OF EARLY EDUCATION THE	20908 BURGAN PATH	\$99,809	\$99,809
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
929235	2021	ACI CENTRAL TEXAS CHAPTER PERSONAL PROPERTY COMMERCIAL AMERICAN CONCRETE INSTITUTE	4717 PRIEM LN # 5-502	\$25,263	\$25,263
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
929236	2021	AUTO ARMORY LLC PERSONAL PROPERTY COMMERCIAL PRESTIGE CUSTOM DETAIL LLC	4717 PRIEM LN # 7-704	\$2,653	\$2,653
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
929771	2021	YELLOWSTONE LANDSCAPE CENTRAL INC PERSONAL PROPERTY COMMERCIAL LANDSCAPE USA-AUSTIN	3204 ROWE LN	\$302,141	\$302,141
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
934826	2021	SAGARAPAS LLC PERSONAL PROPERTY COMMERCIAL POLLOLANDIA	14905 DESSAU RD # 250	\$79,305	\$79,305
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
943319	2021	KLP COMMERCIAL LLC PERSONAL PROPERTY COMMERCIAL KLP CONSTRUCTION SUPPLY	18013 VORWERK RD	\$492,346	\$286,981
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
943624	2021	COOLMASTERS AIR CONDITIONING & PERSONAL PROPERTY COMMERCIAL COOLMASTERS AIR CONDITIONING & HEATING INC	16524 N F M RD 973	\$143,422	\$143,422
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
945625	2021	EGERONGBE OKANLAWON AZEEZ PERSONAL PROPERTY COMMERCIAL TEN11 AUTO SALES	20200 N F M RD 973	\$383	\$383
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
947949	2021	PFLUGERVILLE PIZZA LLC PERSONAL PROPERTY COMMERCIAL MARCOS PIZZA #5092	14815 DESSAU RD # 400	\$92,002	\$92,002
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					





# Travis Central Appraisal District

## Section 25.25B Report

From: August 30, 2021

To: December 09, 2021

Prop ID	Year	Owner Name/ Legal Description	Location	NOAV Market	Current Market
947950	2021	MACEDO MOISES PERSONAL PROPERTY COMMERCIAL MP TIRE REPAIR	14905 DESSAU RD	\$8,018	\$8,018
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
948618	2021	F & V DRYWALL INC PERSONAL PROPERTY COMMERCIAL F & V DRYWALL INC	4674 PRIEM LN # 105	\$41,508	\$41,508
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
948620	2021	GLOBAL SCUBA MANUFACTURING OF TEX/ PERSONAL PROPERTY COMMERCIAL GLOBAL SCUBA MANUFACTURING OF TEXAS LLC	4674 PRIEM LN # 402	\$100,772	\$100,772
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
948622	2021	SAMFELDA BREWING LLC PERSONAL PROPERTY COMMERCIAL SAMFELDA BREWING LLC	4674 PRIEM LN # 400	\$78,048	\$78,048
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
948625	2021	DELIVERY SOLUTIONS OF AMERICA LLC PERSONAL PROPERTY COMMERCIAL DELIVERY SOLUTIONS OF AMERICA LLC	4674 PRIEM LN # 206	\$29,370	\$29,370
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
948641	2021	PROFESSIONAL FLOORING SERVICES LLC PERSONAL PROPERTY COMMERCIAL PROFESSIONAL FLOORING SERVICES LLC	4717 PRIEM LN # 7-702	\$6,951	\$6,951
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
948642	2021	JNC ROOFING LLC PERSONAL PROPERTY COMMERCIAL JNC ROOFING LLC	4717 PRIEM LN # 3-303	\$4,314	\$4,314
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
948643	2021	EMERGENCY RESTORATION SERVICES PERSONAL PROPERTY COMMERCIAL EMERGENCY RESTORATION SERVICES	4717 PRIEM LN # 101	\$18,674	\$18,674
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
948645	2021	STRYKER DESIGNS LLC PERSONAL PROPERTY COMMERCIAL STRYKER DESIGNS LLC	20700 FRANKIE LN # 304	\$12,882	\$12,882
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					
948647	2021	BETTER BID TEXAS LLC A PERSONAL PROPERTY COMMERCIAL BETTER BID TEXAS LLC A	20700 FRANKIE LN # 305	\$6,120	\$6,120
REMOVE TAXING UNIT 10E BASED ON CHANGE BY GIS ON REAL ESTATE SPLIT/MERGE FOR THIS SITUS.					



**4D**

# **CONSENT AGENDA**

# TRAVIS CENTRAL APPRAISAL DISTRICT

## BOARD OFFICERS

JAMES VALADEZ  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
THERESA BASTIAN  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

## BOARD MEMBERS

TOM BUCKLE  
DEBORAH CARTWRIGHT  
NICOLE CONLEY  
BRUCE ELFANT  
ANTHONY NGUYEN  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

TO: Travis Central Appraisal District  
Board of Directors

FROM: Leana H. Mann  
Deputy Chief of Operations

DATE: December 9, 2021

SUBJECT: September 2021 Unaudited Financial Statements

The unaudited financial statements for September 2021 are attached. Financial highlights for the month are as follows:

- The District's ending fund balance was \$6,847,565. Of that, \$333,533 was nonspendable in the form of prepaid expenditures, \$3,611,106 was held in reserves as committed fund balance, and \$2,902,926 was unassigned fund balance. The net change in fund balance for the fiscal year to date is \$1,936,312.
- The reserve balances total \$3,611,106. Detail account balances for each reserve account are as follows:

	<u>Current Balance</u>
Reserve for Computer Equipment	\$ 150,000
Reserve for Network Infrastructure	\$ 350,000
Reserve for Technology Enhancements	\$ 154,192
Reserve for Litigation	\$ 2,956,914
Reserve for Building Repair & Replacement	\$ -
Reserve for ARB Operations	\$ -
	<u>\$ 3,611,106</u>

- The District ended the month with a budget surplus of \$2,080,957.
- 850 EAL Holding Corp. is considered a blended component unit of the District. This component unit is reported in the financial statements as a Special Revenue Fund on the Governmental Funds Balance Sheet and Statement of Revenue, Expenditures and Changes in Fund Balance.

**Travis Central Appraisal District**  
 Budget to Actual- Governmental Funds  
 For the month ended September 30, 2021

	Budgeted Amounts			Actual Amounts	Variance Fav (Unfav)
	Original	Amended	YTD		
<b>REVENUE:</b>					
Appraisal assessments	20,193,893	20,193,893	15,145,420	13,462,609	(1,682,811)
Refund of appraisal assessments	-	-	-	-	-
<b>Net appraisal assessments</b>	<b>\$ 20,193,893</b>	<b>\$ 20,193,893</b>	<b>\$ 15,145,420</b>	<b>\$ 13,462,609</b>	<b>\$ (1,682,811)</b>
Investment earnings	250,000	250,000	187,500	2,340	(185,160)
Charges for services	15,000	15,000	11,250	3,251	(11,749)
Miscellaneous revenue	100,000	100,000	75,000	110,842	10,842
<b>TOTAL REVENUE</b>	<b>\$ 20,558,893</b>	<b>\$ 20,558,893</b>	<b>\$ 15,419,170</b>	<b>\$ 13,579,042</b>	<b>\$ (1,868,878)</b>
<b>EXPENDITURES:</b>					
Personnel Cost	9,471,645	9,471,645	7,103,734	5,737,491	1,366,243
Benefit Cost	3,315,329	3,312,329	2,484,247	1,356,413	1,127,834
Printing and mailing services	733,250	733,250	549,938	561,129	(11,191)
Operating supplies	172,050	172,050	129,038	68,827	60,210
Subscriptions and data purchases	328,460	408,460	306,345	394,210	(87,865)
Training and education	112,365	112,365	84,274	57,581	26,692
Travel expenditures	11,250	11,250	8,438	5,968	2,470
Utilities	421,779	421,779	316,334	470,969	(154,635)
Legal expenditures	1,293,000	1,293,000	969,750	320,759	648,991
Professional services	1,565,356	1,518,356	1,138,767	794,176	344,591
Insurance	69,000	69,000	51,750	34,864	16,886
Aerial photography	442,297	442,297	331,723	-	331,723
Rentals	175,850	175,850	131,888	89,666	42,221
Building and Equipment maintenance	429,486	429,486	322,115	222,284	99,831
Software maintenance	610,347	610,347	457,760	-	457,760
Other services	270,970	240,970	180,728	605,750	(425,022)
Capital Outlay	22,265	22,265	16,699	101,078	(84,379)
Debt Service- Principal	343,933	343,933	257,950	170,039	87,911
Debt Service- Interest	405,261	405,261	303,946	204,380	99,566
<b>TOTAL EXPENDITURES</b>	<b>20,193,893</b>	<b>20,193,893</b>	<b>15,145,420</b>	<b>11,195,585</b>	<b>3,949,835</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>365,000</b>	<b>365,000.00</b>	<b>273,750</b>	<b>2,383,457</b>	<b>2,080,957</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfers In	-	-	-	374,419	(374,419)
Transfers out	-	-	-	(374,419)	374,419
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>365,000</b>	<b>365,000.00</b>	<b>273,750</b>	<b>2,383,457</b>	<b>2,080,957</b>
Beginning Fund Balance	4,911,253	4,911,253	4,911,253	4,911,253	-
Ending Fund Balance	<b>\$ 5,276,253</b>	<b>\$ 5,276,253</b>	<b>\$ 5,185,003</b>	<b>\$ 7,294,710</b>	<b>\$ 2,080,957</b>

# Travis Central Appraisal District

Governmental Fund Balance Sheet

September 30, 2021

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>			
Cash and cash equivalents	4,017,810	-	4,017,810
Short-term investments	4,774,485	-	4,774,485
Receivables	109,485	-	109,485
Prepaid items	333,533	-	333,533
<b>TOTAL ASSETS</b>	<u>\$ 9,235,313</u>	<u>\$ -</u>	<u>\$ 9,235,313</u>
<b>LIABILITIES</b>			
Accounts payable and accrued expenditures	704,922	-	704,922
Unearned revenue	1,682,826	-	1,682,826
<b>TOTAL LIABILITIES</b>	2,387,748	-	2,387,748
<b>FUND BALANCES</b>			
Fund balance, committed	3,611,106	-	3,611,106
Fund Balance, restricted	-	-	-
Fund balance, nonspendable	333,533	-	333,533
Fund balance, unassigned	2,902,926	-	2,902,926
<b>TOTAL FUND BALANCES</b>	<u>6,847,565</u>	<u>-</u>	<u>6,847,565</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 9,235,313</u>	<u>\$ -</u>	<u>\$ 9,235,313</u>

# Travis Central Appraisal District

Statement of Revenues, Expenditures and Changes in Fund Balance

For the month ended September 30, 2021

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total Governmental Funds</u>
<b>REVENUES</b>			
Appraisal assessments	\$ 13,462,609	\$ -	\$ 13,462,609
Refund of appraisal assessments	-	-	-
<b>Net appraisal assessments</b>	<u>13,462,609</u>	<u>-</u>	<u>13,462,609</u>
Investment earnings	2,340	-	2,340
Charges for services	3,251	-	3,251
Miscellaneous revenue	110,842	-	110,842
<b>TOTAL REVENUE</b>	<u>13,579,042</u>	<u>-</u>	<u>13,579,042</u>
<b>EXPENDITURES</b>			
Appraisal services			
Payroll and related expenditures	7,093,904	-	7,093,904
Data processing	447,145	-	447,145
Transportation	5,968	-	5,968
Operating supplies	68,827	-	68,827
Rentals	89,666	-	89,666
Legal and professional	1,114,935	-	1,114,935
Utilities and telephone	470,969	-	470,969
Building and equipment maintenance	222,284	-	222,284
Insurance	34,864	-	34,864
Other services	1,618,670	-	1,618,670
Capital outlay	101,078	-	101,078
Debt Service- Principal	-	170,039	170,039
Debt Service- Interest	-	204,380	204,380
<b>TOTAL EXPENDITURES</b>	<u>11,268,311</u>	<u>374,419</u>	<u>11,642,730</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	2,310,731	(374,419)	1,936,312
<b>OTHER FINANCING SOURCES (USES):</b>			
Transfers in	-	374,419	374,419
Transfers out	(374,419)	-	(374,419)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(374,419)</u>	<u>374,419</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	1,936,312	-	1,936,312
<b>FUND BALANCE, beginning of year</b>	<u>4,911,253</u>	<u>-</u>	<u>4,911,253</u>
<b>FUND BALANCE, end of year</b>	<u>\$ 6,847,565</u>	<u>\$ -</u>	<u>\$ 6,847,565</u>

# TRAVIS CENTRAL APPRAISAL DISTRICT

## BOARD OFFICERS

JAMES VALADEZ  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
THERESA BASTIAN  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

## BOARD MEMBERS

TOM BUCKLE  
DEBORAH CARTWRIGHT  
NICOLE CONLEY  
BRUCE ELFANT  
ANTHONY NGUYEN  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

TO: Travis Central Appraisal District  
Board of Directors

FROM: Leana H. Mann  
Deputy Chief of Operations

DATE: December 9, 2021

SUBJECT: August 2021 Unaudited Financial Statements

The unaudited financial statements for August 2021 are attached. Financial highlights for the month are as follows:

- The District's ending fund balance was \$6,852,593. Of that, \$333,533 was nonspendable in the form of prepaid expenditures, \$3,611,106 was held in reserves as committed fund balance, and \$2,907,954 was unassigned fund balance. The net change in fund balance for the fiscal year to date is \$1,941,340.
- The reserve balances total \$3,611,106. Detail account balances for each reserve account are as follows:

	<u>Current Balance</u>
Reserve for Computer Equipment	\$ 150,000
Reserve for Network Infrastructure	\$ 350,000
Reserve for Technology Enhancements	\$ 154,192
Reserve for Litigation	\$ 2,956,914
Reserve for Building Repair & Replacement	\$ -
Reserve for ARB Operations	\$ -
	<u>\$ 3,611,106</u>

- The District ended the month with a budget surplus of \$2,106,819.
- 850 EAL Holding Corp. is considered a blended component unit of the District. This component unit is reported in the financial statements as a Special Revenue Fund on the Governmental Funds Balance Sheet and Statement of Revenue, Expenditures and Changes in Fund Balance.

**Travis Central Appraisal District**  
 Budget to Actual- Governmental Funds  
 For the month ended August 31, 2021

	Budgeted Amounts			Actual Amounts	Variance Fav (Unfav)
	Original	Amended	YTD		
<b>REVENUE:</b>					
Appraisal assessments	20,193,893	20,193,893	13,462,595	13,462,609	13
Refund of appraisal assessments	-	-	-	-	-
<b>Net appraisal assessments</b>	<b>\$ 20,193,893</b>	<b>\$ 20,193,893</b>	<b>\$ 13,462,595</b>	<b>\$ 13,462,609</b>	<b>\$ 13</b>
Investment earnings	250,000	250,000	166,667	2,340	(164,327)
Charges for services	15,000	15,000	10,000	3,251	(11,749)
Miscellaneous revenue	100,000	100,000	66,667	110,842	10,842
<b>TOTAL REVENUE</b>	<b>\$ 20,558,893</b>	<b>\$ 20,558,893</b>	<b>\$ 13,705,929</b>	<b>\$ 13,579,042</b>	<b>\$ (165,220)</b>
<b>EXPENDITURES:</b>					
Personnel Cost	9,471,645	9,471,645	6,314,430	5,733,117	581,313
Benefit Cost	3,315,329	3,312,329	2,208,219	1,356,413	851,806
Printing and mailing services	733,250	733,250	488,833	561,129	(72,296)
Operating supplies	172,050	172,050	114,700	68,827	45,873
Subscriptions and data purchases	328,460	408,460	272,307	394,210	(121,904)
Training and education	112,365	112,365	74,910	57,581	17,329
Travel expenditures	11,250	11,250	7,500	5,968	1,532
Utilities	421,779	421,779	281,186	470,839	(189,653)
Legal expenditures	1,293,000	1,293,000	862,000	320,409	541,591
Professional services	1,565,356	1,518,356	1,012,237	794,176	218,062
Insurance	69,000	69,000	46,000	34,864	11,136
Aerial photography	442,297	442,297	294,865	-	294,865
Rentals	175,850	175,850	117,233	89,666	27,567
Building and Equipment maintenance	429,486	429,486	286,324	222,109	64,215
Software maintenance	610,347	610,347	406,898	-	406,898
Other services	270,970	240,970	160,647	605,750	(445,103)
Capital Outlay	22,265	22,265	14,843	101,078	(86,234)
Debt Service- Principal	343,933	343,933	229,289	170,039	59,250
Debt Service- Interest	405,261	405,261	270,174	204,380	65,794
<b>TOTAL EXPENDITURES</b>	<b>20,193,893</b>	<b>20,193,893</b>	<b>13,462,595</b>	<b>11,190,556</b>	<b>2,272,039</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>365,000</b>	<b>365,000.00</b>	<b>243,333</b>	<b>2,388,486</b>	<b>2,106,819</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfers In	-	-	-	374,419	(374,419)
Transfers out	-	-	-	(374,419)	374,419
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>365,000</b>	<b>365,000.00</b>	<b>243,333</b>	<b>2,388,486</b>	<b>2,106,819</b>
Beginning Fund Balance	4,911,253	4,911,253	4,911,253	4,911,253	-
Ending Fund Balance	<b>\$ 5,276,253</b>	<b>\$ 5,276,253</b>	<b>\$ 5,154,586</b>	<b>\$ 7,299,739</b>	<b>\$ 2,106,819</b>

# Travis Central Appraisal District

## Governmental Fund Balance Sheet

August 31, 2021

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>			
Cash and cash equivalents	4,017,810	-	4,017,810
Short-term investments	4,774,485	-	4,774,485
Receivables	109,485	-	109,485
Prepaid items	333,533	-	333,533
<b>TOTAL ASSETS</b>	<u>\$ 9,235,313</u>	<u>\$ -</u>	<u>\$ 9,235,313</u>
<b>LIABILITIES</b>			
Accounts payable and accrued expenditures	699,894	-	699,894
Unearned revenue	1,682,826	-	1,682,826
<b>TOTAL LIABILITIES</b>	2,382,720	-	2,382,720
<b>FUND BALANCES</b>			
Fund balance, committed	3,611,106	-	3,611,106
Fund Balance, restricted	-	-	-
Fund balance, nonspendable	333,533	-	333,533
Fund balance, unassigned	2,907,954	-	2,907,954
<b>TOTAL FUND BALANCES</b>	<u>6,852,593</u>	<u>-</u>	<u>6,852,593</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 9,235,313</u>	<u>\$ -</u>	<u>\$ 9,235,313</u>



# Travis Central Appraisal District

Statement of Revenues, Expenditures and Changes in Fund Balance

For the month ended August 31, 2021

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total Governmental Funds</u>
<b>REVENUES</b>			
Appraisal assessments	\$ 13,462,609	\$ -	\$ 13,462,609
Refund of appraisal assessments	-	-	-
<b>Net appraisal assessments</b>	<u>13,462,609</u>	<u>-</u>	<u>13,462,609</u>
Investment earnings	2,340	-	2,340
Charges for services	3,251	-	3,251
Miscellaneous revenue	110,842	-	110,842
<b>TOTAL REVENUE</b>	<u>13,579,042</u>	<u>-</u>	<u>13,579,042</u>
<b>EXPENDITURES</b>			
Appraisal services			
Payroll and related expenditures	7,089,530	-	7,089,530
Data processing	447,145	-	447,145
Transportation	5,968	-	5,968
Operating supplies	68,827	-	68,827
Rentals	89,666	-	89,666
Legal and professional	1,114,585	-	1,114,585
Utilities and telephone	470,839	-	470,839
Building and equipment maintenance	222,109	-	222,109
Insurance	34,864	-	34,864
Other services	1,618,670	-	1,618,670
Capital outlay	101,078	-	101,078
Debt Service- Principal	-	170,039	170,039
Debt Service- Interest	-	204,380	204,380
<b>TOTAL EXPENDITURES</b>	<u>11,263,283</u>	<u>374,419</u>	<u>11,637,702</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	2,315,759	(374,419)	1,941,340
<b>OTHER FINANCING SOURCES (USES):</b>			
Transfers in	-	374,419	374,419
Transfers out	(374,419)	-	(374,419)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(374,419)</u>	<u>374,419</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	1,941,340	-	1,941,340
<b>FUND BALANCE, beginning of year</b>	<u>4,911,253</u>	<u>-</u>	<u>4,911,253</u>
<b>FUND BALANCE, end of year</b>	<u>\$ 6,852,593</u>	<u>\$ -</u>	<u>\$ 6,852,593</u>

# TRAVIS CENTRAL APPRAISAL DISTRICT

## BOARD OFFICERS

JAMES VALADEZ  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
THERESA BASTIAN  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

## BOARD MEMBERS

TOM BUCKLE  
DEBORAH CARTWRIGHT  
NICOLE CONLEY  
BRUCE ELFANT  
ANTHONY NGUYEN  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

TO: Travis Central Appraisal District  
Board of Directors

FROM: Leana H. Mann  
Deputy Chief of Operations

DATE: December 9, 2021

SUBJECT: July 2021 Unaudited Financial Statements

The unaudited financial statements for July 2021 are attached. Financial highlights for the month are as follows:

- The District's ending fund balance was \$6,588,522. Of that, \$338,040 was nonspendable in the form of prepaid expenditures, \$3,611,106 was held in reserves as committed fund balance, and \$2,639,376 was unassigned fund balance. The net change in fund balance for the fiscal year to date is \$1,677,269.
- The reserve balances total \$3,611,106. Detail account balances for each reserve account are as follows:

	<u>Current Balance</u>
Reserve for Computer Equipment	\$ 150,000
Reserve for Network Infrastructure	\$ 350,000
Reserve for Technology Enhancements	\$ 154,192
Reserve for Litigation	\$ 2,956,914
Reserve for Building Repair & Replacement	\$ -
Reserve for ARB Operations	\$ -
	<u>\$ 3,611,106</u>

- The District ended the month with a budget surplus of \$1,387,269.
- 850 EAL Holding Corp. is considered a blended component unit of the District. This component unit is reported in the financial statements as a Special Revenue Fund on the Governmental Funds Balance Sheet and Statement of Revenue, Expenditures and Changes in Fund Balance.

**Travis Central Appraisal District**  
 Budget to Actual- Governmental Funds  
 For the month ended July 31, 2021

	Budgeted Amounts			Actual Amounts	Variance Fav (Unfav)
	Original	Amended	YTD		
<b>REVENUE:</b>					
Appraisal assessments	20,193,893	20,193,893	11,779,771	11,779,783	12
Refund of appraisal assessments	-	-	-	-	-
<b>Net appraisal assessments</b>	<b>\$ 20,193,893</b>	<b>\$ 20,193,893</b>	<b>\$ 11,779,771</b>	<b>\$ 11,779,783</b>	<b>\$ 12</b>
Investment earnings	250,000	250,000	145,833	2,114	(143,720)
Charges for services	15,000	15,000	8,750	3,015	(11,985)
Miscellaneous revenue	100,000	100,000	58,333	109,982	9,982
<b>TOTAL REVENUE</b>	<b>\$ 20,558,893</b>	<b>\$ 20,558,893</b>	<b>\$ 11,992,688</b>	<b>\$ 11,894,894</b>	<b>\$ (145,711)</b>
<b>EXPENDITURES:</b>					
Personnel Cost	9,471,645	9,421,645	5,495,960	4,882,679	613,281
Benefit Cost	3,315,329	3,312,329	1,932,192	1,155,535	776,657
Printing and mailing services	733,250	733,250	427,729	540,568	(112,838)
Operating supplies	172,050	172,050	100,363	59,595	40,768
Subscriptions and data purchases	328,460	408,460	238,268	384,656	(146,387)
Training and education	112,365	112,365	65,546	38,128	27,419
Travel expenditures	11,250	11,250	6,563	5	6,558
Utilities	421,779	421,779	246,038	395,002	(148,964)
Legal expenditures	1,293,000	1,293,000	754,250	318,808	435,442
Professional services	1,565,356	1,518,356	885,708	708,584	177,123
Insurance	69,000	69,000	40,250	30,409	9,841
Aerial photography	442,297	442,297	258,007	-	258,007
Rentals	175,850	175,850	102,579	79,637	22,942
Building and Equipment maintenance	429,486	429,486	250,534	202,125	48,409
Software maintenance	610,347	610,347	356,036	402,885	(46,850)
Other services	270,970	240,970	140,566	569,701	(429,136)
Capital Outlay	22,265	22,265	12,988	74,890	(61,902)
Debt Service- Principal	343,933	343,933	200,628	170,039	30,589
Debt Service- Interest	405,261	405,261	236,402	204,380	32,022
<b>TOTAL EXPENDITURES</b>	<b>20,193,893</b>	<b>20,143,893</b>	<b>11,750,604</b>	<b>10,217,624</b>	<b>1,532,980</b>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>365,000</b>	<b>415,000.00</b>	<b>242,083</b>	<b>1,677,269</b>	<b>1,387,269</b>
<b>OTHER FINANCING SOURCES (USES):</b>					
Transfers In	-	-	-	374,419	(374,419)
Transfers out	-	-	-	(374,419)	374,419
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>NET CHANGE IN FUND BALANCE</b>	<b>365,000</b>	<b>415,000.00</b>	<b>242,083</b>	<b>1,677,269</b>	<b>1,387,269</b>
Beginning Fund Balance	4,911,253	4,911,253	4,911,253	4,911,253	-
Ending Fund Balance	<b>\$ 5,276,253</b>	<b>\$ 5,326,253</b>	<b>\$ 5,153,336</b>	<b>\$ 6,588,522</b>	<b>\$ 1,387,269</b>

# Travis Central Appraisal District

## Governmental Fund Balance Sheet

July 31, 2021

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total Governmental Funds</u>
<b>ASSETS</b>			
Cash and cash equivalents	5,561,719	-	5,561,719
Short-term investments	4,774,314	-	4,774,314
Receivables	44,342	-	44,342
Prepaid items	338,040	-	338,040
<b>TOTAL ASSETS</b>	<u>\$ 10,718,415</u>	<u>\$ -</u>	<u>\$ 10,718,415</u>
<b>LIABILITIES</b>			
Accounts payable and accrued expenditures	764,241	-	764,241
Unearned revenue	3,365,652	-	3,365,652
<b>TOTAL LIABILITIES</b>	4,129,893	-	4,129,893
<b>FUND BALANCES</b>			
Fund balance, committed	3,611,106	-	3,611,106
Fund Balance, restricted	-	-	-
Fund balance, nonspendable	338,040	-	338,040
Fund balance, unassigned	2,639,376	-	2,639,376
<b>TOTAL FUND BALANCES</b>	<u>6,588,522</u>	<u>-</u>	<u>6,588,522</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u>\$ 10,718,415</u>	<u>\$ -</u>	<u>\$ 10,718,415</u>

# Travis Central Appraisal District

## Statement of Revenues, Expenditures and Changes in Fund Balance

For the month ended July 31, 2021

	<u>General Fund</u>	<u>Special Revenue Fund</u>	<u>Total Governmental Funds</u>
<b>REVENUES</b>			
Appraisal assessments	\$ 11,779,783	\$ -	\$ 11,779,783
Refund of appraisal assessments	-	-	-
<b>Net appraisal assessments</b>	<u>11,779,783</u>	<u>-</u>	<u>11,779,783</u>
Investment earnings	2,114	-	2,114
Charges for services	3,015	-	3,015
Miscellaneous revenue	109,982	-	109,982
<b>TOTAL REVENUE</b>	<u>11,894,894</u>	<u>-</u>	<u>11,894,894</u>
<b>EXPENDITURES</b>			
Appraisal services			
Payroll and related expenditures	6,038,214	-	6,038,214
Data processing	402,885	-	402,885
Transportation	5	-	5
Operating supplies	59,595	-	59,595
Rentals	79,637	-	79,637
Legal and professional	1,027,392	-	1,027,392
Utilities and telephone	395,002	-	395,002
Building and equipment maintenance	202,125	-	202,125
Insurance	30,409	-	30,409
Other services	1,533,052	-	1,533,052
Capital outlay	74,890	-	74,890
Debt Service- Principal	-	170,039	170,039
Debt Service- Interest	-	204,380	204,380
<b>TOTAL EXPENDITURES</b>	<u>9,843,205</u>	<u>374,419</u>	<u>10,217,624</u>
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	2,051,688	(374,419)	1,677,269
<b>OTHER FINANCING SOURCES (USES):</b>			
Transfers in	-	374,419	374,419
Transfers out	(374,419)	-	(374,419)
<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<u>(374,419)</u>	<u>374,419</u>	<u>-</u>
<b>NET CHANGE IN FUND BALANCE</b>	1,677,269	-	1,677,269
<b>FUND BALANCE, beginning of year</b>	<u>4,911,253</u>	<u>-</u>	<u>4,911,253</u>
<b>FUND BALANCE, end of year</b>	<u>\$ 6,588,522</u>	<u>\$ -</u>	<u>\$ 6,588,522</u>

**Travis Central Appraisal District**  
Statement of Revenues and Expenditures  
01 - ARB  
From 1/1/2021 Through 12/15/2021

	Budgeted Amount- Total Budget	Total Budget- Amended	Actual	Budget Variance (Over) Under	% of Total Budget Remaining
Expenditures					
Per Diem Expenditures					
Per Diem Payments	1,172,175.00	1,172,175.00	1,025,677.50	146,497.50	12.49%
Total Per Diem Expenditures	1,172,175.00	1,172,175.00	1,025,677.50	146,497.50	12.50%
Supplies					
Operating Supplies	750.00	750.00	1,415.11	(665.11)	(88.68)%
Books/Publ/Subs/Data Bases	900.00	900.00	1,091.86	(191.86)	(21.31)%
Total Supplies	1,650.00	1,650.00	2,506.97	(856.97)	(51.94)%
Services					
Training & Education	7,500.00	9,800.00	9,800.00	0.00	0.00%
Attorney & Court Costs	20,000.00	20,000.00	18,183.33	1,816.67	9.08%
Total Services	27,500.00	29,800.00	27,983.33	1,816.67	6.10%
Total Expenditures	1,201,325.00	1,203,625.00	1,056,167.80	147,457.20	12.25%
Excess (Deficiency) of Revenues over (Under) Expenditures	(1,201,325.00)	(1,203,625.00)	(1,056,167.80)	(147,457.20)	12.25%

DRAFT

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

Account Code	Account Title	Effective Date	Document Description	Transaction Description	Debit	Credit
30110	Fund Balance- Unassigned			Current Balance		1,325,576.17
40100	Per Diem Payments			Current Balance		585,570.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (0 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (0 days @ \$150/day)		40.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$150/day)		7,500.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$160/day)	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$160/day)		1,600.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$170/day)		1,700.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$180/day)		1,800.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$190/day)	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$190/day)		1,900.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$225/day)	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$225/day)		4,500.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$275/day)	ARB Per Diem Payments PPE 08.13.21 (10 days @ \$275/day)		2,750.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (2 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (2 days @ \$150/day)		340.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (3 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (3 days @ \$150/day)		450.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (3 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (3 days @ \$170/day)		1,060.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (3 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (3 days @ \$180/day)		540.00

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (3.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (3.5 days @ \$150/day)		525.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (3.5 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (3.5 days @ \$180/day)		630.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (4 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (4 days @ \$150/day)		1,240.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (4 days @ \$160/day)	ARB Per Diem Payments PPE 08.13.21 (4 days @ \$160/day)		640.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (4 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (4 days @ \$170/day)		680.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (4 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (4 days @ \$180/day)		760.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (4.5 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (4.5 days @ \$170/day)		765.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (5 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (5 days @ \$150/day)		750.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (5 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (5 days @ \$170/day)		3,400.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (5.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (5.5 days @ \$150/day)		2,475.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (5.5 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (5.5 days @ \$180/day)		990.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (6 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (6 days @ \$150/day)		2,700.00
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (6 days @ \$160/day)	ARB Per Diem Payments PPE 08.13.21 (6 days @ \$160/day)		960.00



**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (6 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (6 days @ \$170/day)	1,020.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (6.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (6.5 days @ \$150/day)	4,995.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (6.5 days @ \$160/day)	ARB Per Diem Payments PPE 08.13.21 (6.5 days @ \$160/day)	1,040.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (6.5 days @ \$190/day)	ARB Per Diem Payments PPE 08.13.21 (6.5 days @ \$190/day)	1,275.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (7 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (7 days @ \$150/day)	1,090.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (7 days @ \$160/day)	ARB Per Diem Payments PPE 08.13.21 (7 days @ \$160/day)	2,280.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (7 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (7 days @ \$170/day)	1,190.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (7 days @ \$200/day)	ARB Per Diem Payments PPE 08.13.21 (7 days @ \$200/day)	1,400.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (7.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (7.5 days @ \$150/day)	4,500.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (7.5 days @ \$160/day)	ARB Per Diem Payments PPE 08.13.21 (7.5 days @ \$160/day)	4,840.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (7.5 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (7.5 days @ \$170/day)	2,550.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (7.5 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (7.5 days @ \$180/day)	1,390.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (8 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (8 days @ \$150/day)	10,840.00	

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (8 days @ \$160/day)	ARB Per Diem Payments PPE 08.13.21 (8 days @ \$160/day)	5,160.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (8 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (8 days @ \$170/day)	15,040.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (8 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (8 days @ \$180/day)	1,440.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (8.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (8.5 days @ \$150/day)	2,550.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (8.5 days @ \$160/day)	ARB Per Diem Payments PPE 08.13.21 (8.5 days @ \$160/day)	1,360.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (8.5 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (8.5 days @ \$170/day)	2,930.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (8.5 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (8.5 days @ \$180/day)	4,630.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (9 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (9 days @ \$150/day)	8,100.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (9 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (9 days @ \$170/day)	3,060.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (9 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (9 days @ \$180/day)	1,620.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (9 days @ \$190/day)	ARB Per Diem Payments PPE 08.13.21 (9 days @ \$190/day)	1,710.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (9.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.13.21 (9.5 days @ \$150/day)	1,425.00	
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (9.5 days @ \$170/day)	ARB Per Diem Payments PPE 08.13.21 (9.5 days @ \$170/day)	3,230.00	

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		8/20/2021	ARB Per Diem Payments PPE 08.13.21 (9.5 days @ \$180/day)	ARB Per Diem Payments PPE 08.13.21 (9.5 days @ \$180/day)	1,710.00	
				Period Totals	133,070.00	0.00
				Subtotal 8/2021	718,640.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (0 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (0 days @ \$150/day)	40.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (1 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (1 days @ \$150/day)	150.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (1 days @ \$160/day)	ARB Per Diem Payments PPE 08.27.21 (1 days @ \$160/day)	160.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (1 days @ \$180/day)	ARB Per Diem Payments PPE 08.27.21 (1 days @ \$180/day)	180.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$150/day)	15,000.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$160/day)	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$160/day)	11,200.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$170/day)	10,200.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$180/day)	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$180/day)	3,600.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$200/day)	ARB Per Diem Payments PPE 08.27.21 (10 days @ \$200/day)	2,000.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (10.5 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (10.5 days @ \$170/day)	3,570.00	

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (11 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (11 days @ \$150/day)	9,900.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (11 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (11 days @ \$170/day)	3,740.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (11 days @ \$225/day)	ARB Per Diem Payments PPE 08.27.21 (11 days @ \$225/day)	4,950.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (11 days @ \$275/day)	ARB Per Diem Payments PPE 08.27.21 (11 days @ \$275/day)	3,025.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (2 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (2 days @ \$170/day)	380.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (2.5 days @ \$160/day)	ARB Per Diem Payments PPE 08.27.21 (2.5 days @ \$160/day)	400.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (2.5 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (2.5 days @ \$170/day)	425.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (2.5 days @ \$180/day)	ARB Per Diem Payments PPE 08.27.21 (2.5 days @ \$180/day)	490.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (3 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (3 days @ \$150/day)	900.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (3.5 days @ \$200/day)	ARB Per Diem Payments PPE 08.27.21 (3.5 days @ \$200/day)	700.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (4 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (4 days @ \$150/day)	600.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (4.5 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (4.5 days @ \$170/day)	765.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (5 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (5 days @ \$150/day)	790.00	

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (5 days @ \$160/day)	ARB Per Diem Payments PPE 08.27.21 (5 days @ \$160/day)	2,400.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (5 days @ \$180/day)	ARB Per Diem Payments PPE 08.27.21 (5 days @ \$180/day)	940.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (5.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (5.5 days @ \$150/day)	825.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (6 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (6 days @ \$150/day)	900.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (6 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (6 days @ \$170/day)	2,040.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (7 days @ \$160/day)	ARB Per Diem Payments PPE 08.27.21 (7 days @ \$160/day)	1,120.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (7 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (7 days @ \$170/day)	2,420.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (7 days @ \$180/day)	ARB Per Diem Payments PPE 08.27.21 (7 days @ \$180/day)	2,560.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (7.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (7.5 days @ \$150/day)	4,500.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (8 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (8 days @ \$150/day)	8,400.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (8 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (8 days @ \$170/day)	5,440.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (8 days @ \$180/day)	ARB Per Diem Payments PPE 08.27.21 (8 days @ \$180/day)	2,880.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (8 days @ \$190/day)	ARB Per Diem Payments PPE 08.27.21 (8 days @ \$190/day)	1,520.00	

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (8.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (8.5 days @ \$150/day)	3,865.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (8.5 days @ \$180/day)	ARB Per Diem Payments PPE 08.27.21 (8.5 days @ \$180/day)	1,570.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (8.5 days @ \$190/day)	ARB Per Diem Payments PPE 08.27.21 (8.5 days @ \$190/day)	1,615.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$150/day)	8,140.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$160/day)	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$160/day)	4,320.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$170/day)	10,710.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$180/day)	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$180/day)	3,240.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$190/day)	ARB Per Diem Payments PPE 08.27.21 (9 days @ \$190/day)	1,750.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (9.5 days @ \$150/day)	ARB Per Diem Payments PPE 08.27.21 (9.5 days @ \$150/day)	2,850.00	
		9/3/2021	ARB Per Diem Payments PPE 08.27.21 (9.5 days @ \$170/day)	ARB Per Diem Payments PPE 08.27.21 (9.5 days @ \$170/day)	1,615.00	
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (1 days @ \$150/day)	ARB Per Diem Payments PPE 09.10.21 (1 days @ \$150/day)	150.00	
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (1 days @ \$180/day)	ARB Per Diem Payments PPE 09.10.21 (1 days @ \$180/day)	180.00	
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (2 days @ \$170/day)	ARB Per Diem Payments PPE 09.10.21 (2 days @ \$170/day)	340.00	

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (2.5 days @ \$160/day)	ARB Per Diem Payments PPE 09.10.21 (2.5 days @ \$160/day)		400.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (3 days @ \$150/day)	ARB Per Diem Payments PPE 09.10.21 (3 days @ \$150/day)		1,800.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (3 days @ \$160/day)	ARB Per Diem Payments PPE 09.10.21 (3 days @ \$160/day)		480.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (3 days @ \$170/day)	ARB Per Diem Payments PPE 09.10.21 (3 days @ \$170/day)		1,020.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (3 days @ \$180/day)	ARB Per Diem Payments PPE 09.10.21 (3 days @ \$180/day)		1,620.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (4 days @ \$150/day)	ARB Per Diem Payments PPE 09.10.21 (4 days @ \$150/day)		7,200.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (4 days @ \$160/day)	ARB Per Diem Payments PPE 09.10.21 (4 days @ \$160/day)		1,280.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (4 days @ \$170/day)	ARB Per Diem Payments PPE 09.10.21 (4 days @ \$170/day)		2,040.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (4 days @ \$190/day)	ARB Per Diem Payments PPE 09.10.21 (4 days @ \$190/day)		760.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (4.5 days @ \$160/day)	ARB Per Diem Payments PPE 09.10.21 (4.5 days @ \$160/day)		1,440.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (4.5 days @ \$170/day)	ARB Per Diem Payments PPE 09.10.21 (4.5 days @ \$170/day)		765.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$150/day)	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$150/day)		20,250.00
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$160/day)	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$160/day)		6,400.00

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$170/day)	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$170/day)	16,150.00	
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$180/day)	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$180/day)	4,500.00	
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$190/day)	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$190/day)	1,900.00	
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$200/day)	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$200/day)	1,000.00	
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$225/day)	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$225/day)	2,250.00	
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$275/day)	ARB Per Diem Payments PPE 09.10.21 (5 days @ \$275/day)	1,375.00	
		9/17/2021	ARB Per Diem Payments PPE 09.10.21 (6 days @ \$180/day)	ARB Per Diem Payments PPE 09.10.21 (6 days @ \$180/day)	1,080.00	
				Period Totals	223,165.00	0.00
				Subtotal 9/2021	941,805.00	
		10/15/2021	ARB Per Diem Payments PPE 10.08.21 (0 days @ \$170/day)	ARB Per Diem Payments PPE 10.08.21 (0 days @ \$170/day)	880.00	
		10/15/2021	ARB Per Diem Payments PPE 10.08.21 (0 days @ \$180/day)	ARB Per Diem Payments PPE 10.08.21 (0 days @ \$180/day)	320.00	
		10/15/2021	ARB Per Diem Payments PPE 10.08.21 (0 days @ \$190/day)	ARB Per Diem Payments PPE 10.08.21 (0 days @ \$190/day)	120.00	
		10/15/2021	ARB Per Diem Payments PPE 10.08.21 (0 days @ \$200/day)	ARB Per Diem Payments PPE 10.08.21 (0 days @ \$200/day)	80.00	



**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

Account Code	Account Title	Effective Date	Document Description	Transaction Description	Debit	Credit
		10/15/2021	ARB Per Diem Payments PPE 10.08.21 (5 days @ \$225/day)	ARB Per Diem Payments PPE 10.08.21 (5 days @ \$225/day)	1,125.00	
		10/15/2021	ARB Per Diem Payments PPE 10.08.21 (6.5 days @ \$225/day)	ARB Per Diem Payments PPE 10.08.21 (6.5 days @ \$225/day)	1,462.50	
		10/15/2021	ARB Per Diem Payments PPE 10.08.21 (7 days @ \$275/day)	ARB Per Diem Payments PPE 10.08.21 (7 days @ \$275/day)	1,925.00	
		10/15/2021	ARB Per Diem Payments- 09.11.1-09.24.21 (4.5 days @ \$275 per day)	ARB Per Diem Payments- 09.11.1-09.24.21 (4.5 days @ \$275 per day)	1,237.50	
		10/29/2021	ARB Per Diem Payments PPE 10.22.21 (4.5 days @ \$225/day)	ARB Per Diem Payments PPE 10.22.21 (4.5 days @ \$225/day)	1,012.50	
		10/29/2021	ARB Per Diem Payments PPE 10.22.21 (6 days @ \$225/day)	ARB Per Diem Payments PPE 10.22.21 (6 days @ \$225/day)	1,350.00	
		10/29/2021	ARB Per Diem Payments PPE 10.22.21 (6.5 days @ \$275/day)	ARB Per Diem Payments PPE 10.22.21 (6.5 days @ \$275/day)	1,787.50	
				Period Totals	11,300.00	0.00
				Subtotal 10/2021	953,105.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (0 days @ \$170/day)	ARB Per Diem Payments PPE 11.05.21 (0 days @ \$170/day)	80.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (0 days @ \$180/day)	ARB Per Diem Payments PPE 11.05.21 (0 days @ \$180/day)	40.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (1 days @ \$150/day)	ARB Per Diem Payments PPE 11.05.21 (1 days @ \$150/day)	150.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (1 days @ \$170/day)	ARB Per Diem Payments PPE 11.05.21 (1 days @ \$170/day)	170.00	

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (2 days @ \$200/day)	ARB Per Diem Payments PPE 11.05.21 (2 days @ \$200/day)		400.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (2.5 days @ \$150/day)	ARB Per Diem Payments PPE 11.05.21 (2.5 days @ \$150/day)		375.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (3 days @ \$150/day)	ARB Per Diem Payments PPE 11.05.21 (3 days @ \$150/day)		900.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (3 days @ \$160/day)	ARB Per Diem Payments PPE 11.05.21 (3 days @ \$160/day)		480.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (3 days @ \$170/day)	ARB Per Diem Payments PPE 11.05.21 (3 days @ \$170/day)		550.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (3 days @ \$180/day)	ARB Per Diem Payments PPE 11.05.21 (3 days @ \$180/day)		1,660.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (3.5 days @ \$150/day)	ARB Per Diem Payments PPE 11.05.21 (3.5 days @ \$150/day)		525.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$150/day)	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$150/day)		6,000.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$160/day)	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$160/day)		640.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$170/day)	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$170/day)		3,560.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$180/day)	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$180/day)		2,200.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$190/day)	ARB Per Diem Payments PPE 11.05.21 (4 days @ \$190/day)		800.00
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (4.5 days @ \$150/day)	ARB Per Diem Payments PPE 11.05.21 (4.5 days @ \$150/day)		3,375.00

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (4.5 days @ \$160/day)	ARB Per Diem Payments PPE 11.05.21 (4.5 days @ \$160/day)	1,440.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (4.5 days @ \$170/day)	ARB Per Diem Payments PPE 11.05.21 (4.5 days @ \$170/day)	4,710.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$150/day)	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$150/day)	13,500.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$160/day)	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$160/day)	6,400.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$170/day)	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$170/day)	8,780.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$180/day)	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$180/day)	3,760.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$190/day)	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$190/day)	1,980.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$200/day)	ARB Per Diem Payments PPE 11.05.21 (5 days @ \$200/day)	1,040.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (6.5 days @ \$225/day)	ARB Per Diem Payments PPE 11.05.21 (6.5 days @ \$225/day)	2,925.00	
		11/12/2021	ARB Per Diem Payments PPE 11.05.21 (6.5 days @ \$275/day)	ARB Per Diem Payments PPE 11.05.21 (6.5 days @ \$275/day)	1,787.50	
		11/24/2021	ARB Per Diem Payments PPE 11.19.21 (0.5 days @ \$170/day)	ARB Per Diem Payments PPE 11.19.21 (0.5 days @ \$170/day)	85.00	
		11/24/2021	ARB Per Diem Payments PPE 11.19.21 (1 days @ \$225/day)	ARB Per Diem Payments PPE 11.19.21 (1 days @ \$225/day)	225.00	
		11/24/2021	ARB Per Diem Payments PPE 11.19.21 (2.5 days @ \$225/day)	ARB Per Diem Payments PPE 11.19.21 (2.5 days @ \$225/day)	562.50	

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		11/24/2021	ARB Per Diem Payments PPE 11.19.21 (5 days @ \$275/day)	ARB Per Diem Payments PPE 11.19.21 (5 days @ \$275/day)	1,375.00	
				Period Totals	<u>70,475.00</u>	<u>0.00</u>
				Subtotal 11/2021	1,023,580.00	
		12/10/2021	ARB Per Diem Payments PPE 12.03.21 (1 days @ \$170/day)	ARB Per Diem Payments PPE 12.03.21 (1 days @ \$170/day)	170.00	
		12/10/2021	ARB Per Diem Payments PPE 12.03.21 (1 days @ \$180/day)	ARB Per Diem Payments PPE 12.03.21 (1 days @ \$180/day)	540.00	
		12/10/2021	ARB Per Diem Payments PPE 12.03.21 (1 days @ \$225/day)	ARB Per Diem Payments PPE 12.03.21 (1 days @ \$225/day)	225.00	
		12/10/2021	ARB Per Diem Payments PPE 12.03.21 (1.5 days @ \$225/day)	ARB Per Diem Payments PPE 12.03.21 (1.5 days @ \$225/day)	337.50	
		12/10/2021	ARB Per Diem Payments PPE 12.03.21 (3 days @ \$275/day)	ARB Per Diem Payments PPE 12.03.21 (3 days @ \$275/day)	825.00	
				Period Totals	<u>2,097.50</u>	<u>0.00</u>
				Subtotal 12/2021	<u>1,025,677.50</u>	
				Transaction Total	<u>440,107.50</u>	<u>0.00</u>
Balance 40100	Per Diem Payments				1,025,677.50	
40220	Operating Supplies			Current Balance	1,415.11	
40231	Books, Publications, Subscriptions & Databases			Current Balance	1,022.58	

**Travis Central Appraisal District**  
Standard General Ledger  
From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
		8/25/2021	Zoom Monthly Subscriptions (08.25.21-09.24.21) - ARB	Zoom Monthly Subscriptions (08.25.21-09.24.21) - ARB	69.28	
				Period Totals	69.28	0.00
				Subtotal 8/2021	1,091.86	
		9/25/2021	Zoom Monthly Subscriptions (09.25.21-10.24.21) - ARB	Zoom Monthly Subscriptions (09.25.21-10.24.21) - ARB	69.28	
				Period Totals	69.28	0.00
				Subtotal 9/2021	1,161.14	
				Transaction Total	138.56	0.00
Balance 40231	Books, Publications, Subscriptions & Databases				1,161.14	
40330	Education & Training			Current Balance	9,800.00	
40510	Legal & Attorney			Current Balance	6,300.00	
		10/31/2021	ARB Attorney Fees- April 2021 (Received 10/20/21)	ARB Attorney Fees- April 2021 (Received 10/20/21)	1,200.00	
		10/31/2021	ARB Attorney Fees- February 2021 (Received 10/20/21)	ARB Attorney Fees- February 2021 (Received 10/20/21)	4,783.33	
		10/31/2021	ARB Attorney Fees- March 2021 (Received 10/20/21)	ARB Attorney Fees- March 2021 (Received 10/20/21)	1,350.00	
		10/31/2021	ARB Attorney Fees- May 2021 (Received 10/20/21)	ARB Attorney Fees- May 2021 (Received 10/20/21)	4,550.00	
				Period Totals	11,883.33	0.00
				Subtotal 10/2021	18,183.33	
				Transaction Total	11,883.33	0.00

**Travis Central Appraisal District**  
 Standard General Ledger  
 From 8/1/2021 Through 12/15/2021

<u>Account Code</u>	<u>Account Title</u>	<u>Effective Date</u>	<u>Document Description</u>	<u>Transaction Description</u>	<u>Debit</u>	<u>Credit</u>
Balance 40510	Legal & Attorney				18,183.33	
Report Opening/Current Balance					1,929,683.86	0.00
Report Transaction Totals					452,129.39	0.00
Report Current Balances					2,381,813.25	0.00
Report Difference					2,381,813.25	

DRAFT



# Quarterly Investment Report

PREPARED FOR TRAVIS CENTRAL APPRAISAL DISTRICT

SEPTEMBER 30, 2021



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT MANAGEMENT COMPANY

WITH YOU. FOR YOU.

# Looking for the Light in the Tunnel

This year the markets have been focused on growth and the inevitable inflation that comes from growth as well as employment difficulties. At the same time, they have been battered by Covid variants and supply chain disruption. It is no wonder that the uncertainty has generated great volatility. And, as we know, volatility reflects risk.

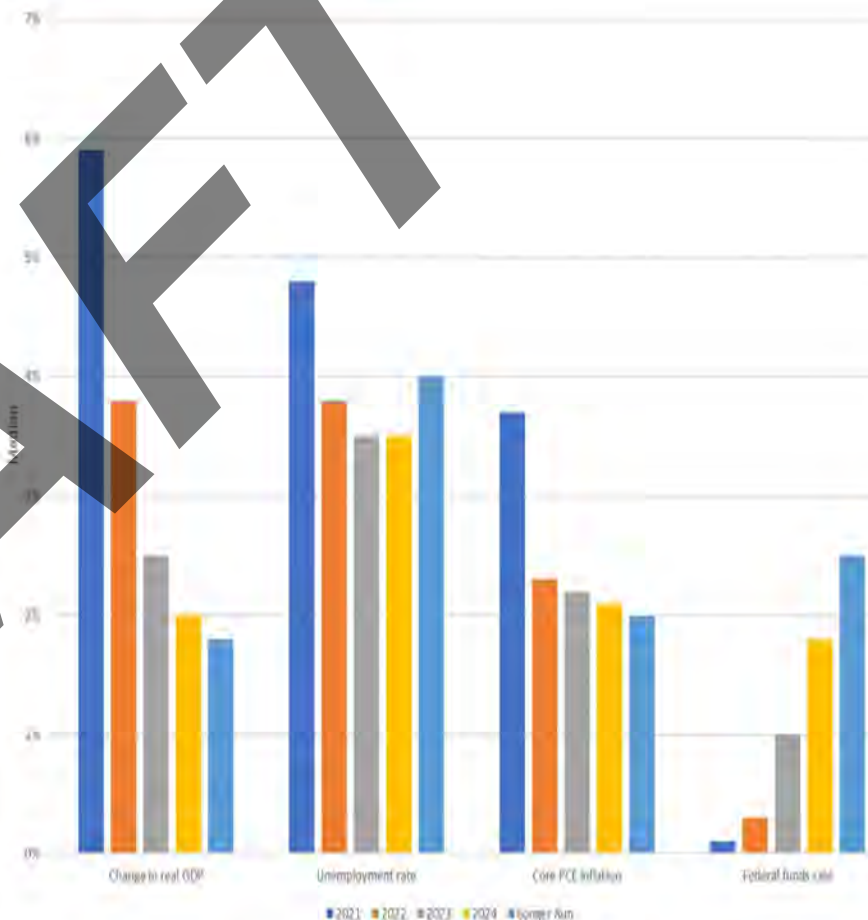
The inflation question centers on whether this current and increasing inflation is permanent or temporary as the economy transitions to a balance of forces. Growth will generate its own inflation, but the key has been and will be the supply chains that have created bottle necks and logistical disruptions globally. Adding to this are energy prices reflecting a global supply shortage. OPEC+ has refused to help alleviate this problem and WTI has gained 65% in 2021. Daily US crude production is 7% lower YOY – some due to transportation limits. All this adds price pressure, while the Fed is trying to decide how strong inflation really is and whether it will remain.

Growth is clear in an increasing GDP to 6.7% and was robust in the first half of 2021 but possible resurgence of variants and the debt ceiling difficulties, along with a less accommodative Fed, may reduce expectations for continued growth in 2021. The hopeful rise in the ISM index for manufacturing reflects the lengthening supply chains rather than an increase in demand. Hurricanes and an increase in Covid in SE Asia could have major continuing impact.

Remembering that the US was already losing momentum going into the pandemic, a new normal will be anything but with massive governmental spending, debt creation, and an accommodative Fed is factored in.

At this point it is positive however that we at least do see the end of the tunnel and a possible emergence from it.

## Federal Reserve Outlook



SOURCE: FEDERAL RESERVE PRESS RELEASE AND SUMMARY OF ECONOMIC PROJECTIONS AS OF 9/23/2021



# Taper Teaser and Political Theatre

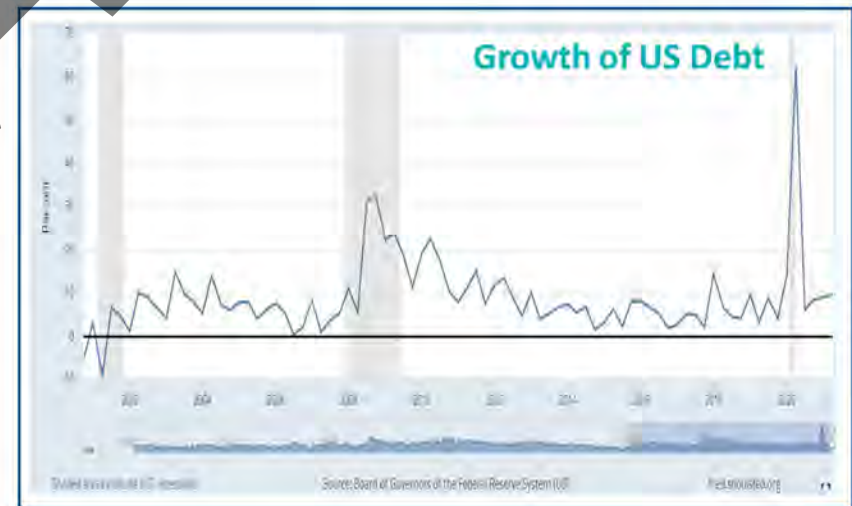
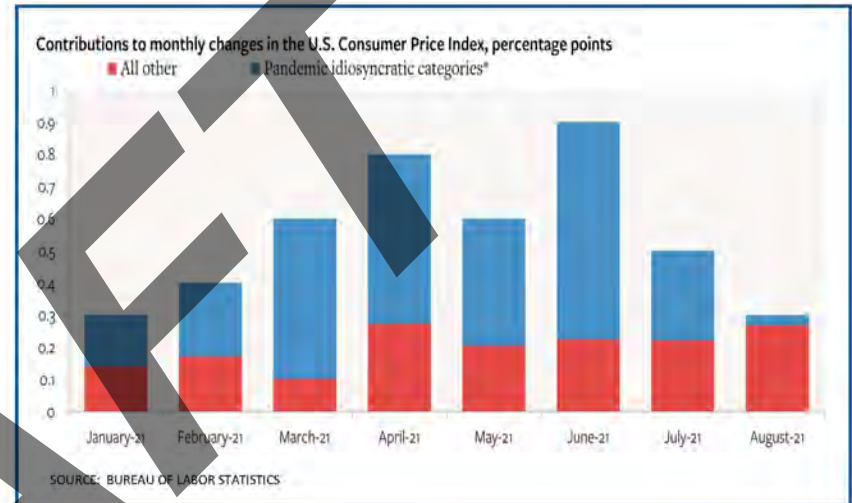
As was to be expected, with the political divisions in DC, the almost mundane and routine biennial adjustment of the debt ceiling is now political theatre at its worst.

There are few choices left: raise it or face the consequences (by 10/18 known as the "X" date).

No rise in the ceiling will force a federal shutdown and force the US to default on its own debt payments. It also means a global loss of face for the US and our debt. The dollar and stocks would drop. All this while investors are already on edge. Treasury Secretary Yellen has said a default "would likely precipitate a historic financial crisis...as well as triggering a spike in interest rates, a steep drop in stock prices, and other financial turmoil."

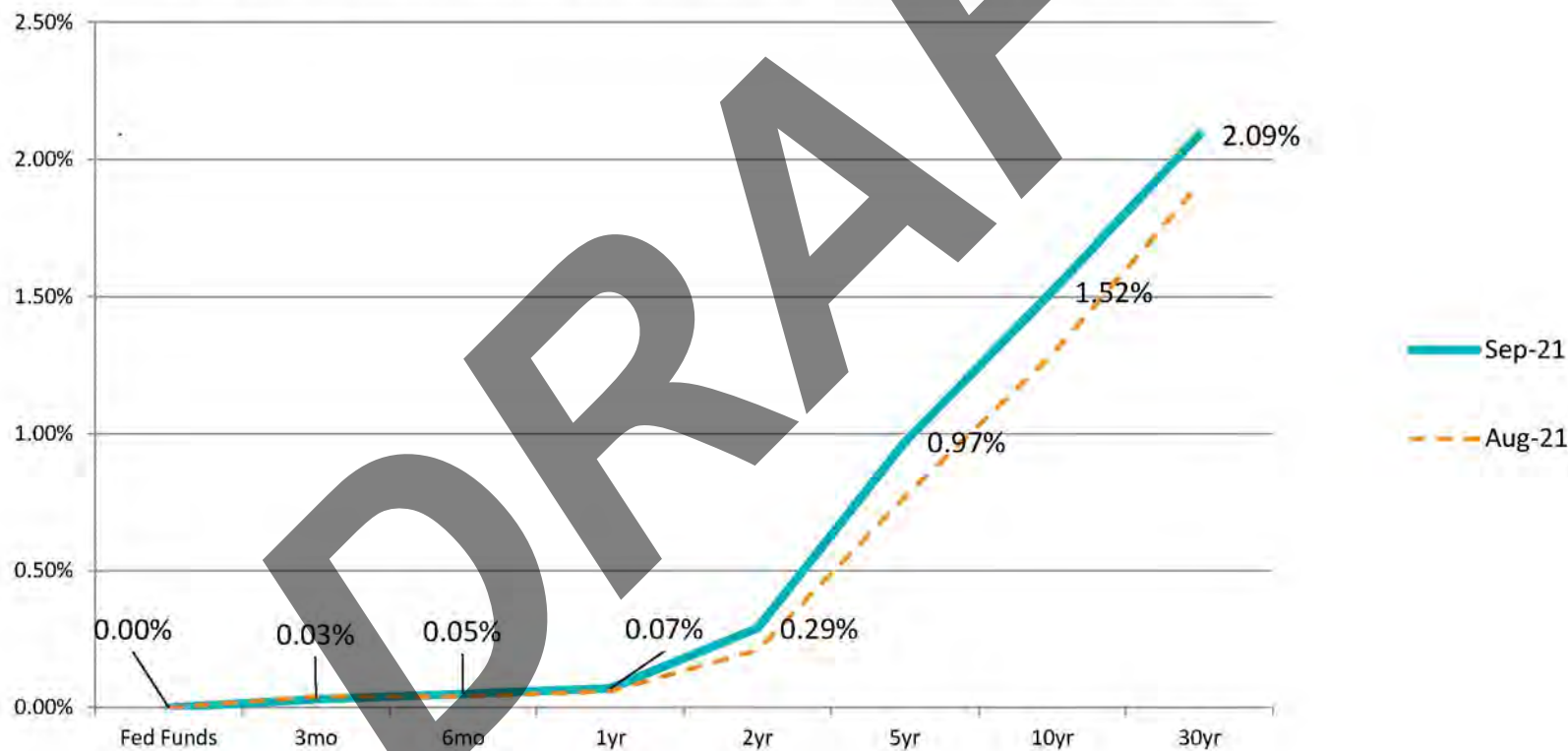
Meanwhile the Fed stated in their September meeting in their vague and relatively non-committal terms, consideration of a reduction in the accommodative position which has pumped \$120 billion into the economy the last 18 months. It is expected from the FOMC comments that they will give better guidance in the November meeting and will begin a taper in early 2022, completing the task by mid-2022.

A tapering does not presage a Fed Funds rate hike. To reduce market angst and forestall volatility, it would appear that tapering must conclude before rates are hiked to reduce volatility in the markets.



# The Curve Changes Little This Month

- The curve remains stubbornly flat on the front end but more direction on the Fed's taper plans are moving the long end slightly higher.
- Short end investors remain very liquid or short as the curve stays in neutral. Even with the taper the short end will stay flat but there is movement in the 1 to 2 year area.
- The Fed has hinted strongly on a taper beginning in early 2022.
- The concern now, besides inflation, will be the consumer during the holidays.
- The steepening in the yield curve presents buying opportunities for securities in 3-5 year maturities.



End of Month Rates - Full Yield Curve - Fed Funds to 30yr

Travis Central Appraisal District, Texas

Quarterly Investment Report  
July - September 2021

**Portfolio Summary Management Report**

This quarterly report is prepared in compliance with the Investment Policy of the District and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

<u>Portfolio as of June 30, 2021</u>		<u>Portfolio as of September 30, 2021</u>	
Beginning Book Value	\$ 10,250,747	Ending Book Value	\$ 9,586,056
Beginning Market Value	\$ 10,250,747	Ending Market Value	\$ 9,586,056
Unrealized Gain/Loss	\$ 0	Investment Income for the period	\$ 682
		Unrealized Gain/Loss	\$ 0
		<b>Change in Unrealized Gain/Loss</b>	<b>\$ 0</b>
WAM at Beginning Period Date <sup>1</sup>	1 day	WAM at Ending Period Date <sup>1</sup>	1 day
		Change in Market Value <sup>2</sup>	\$ (664,691)

Average Yield to Maturity for period 0.028%  
Average Yield 3 month Treasury Bill for period 0.050%

Leana H. Mann, Director of Operations  
Travis Central Appraisal District

  
Linda Patterson, President  
Patterson & Associates

<sup>1</sup> WAM, represents weighted average maturity.

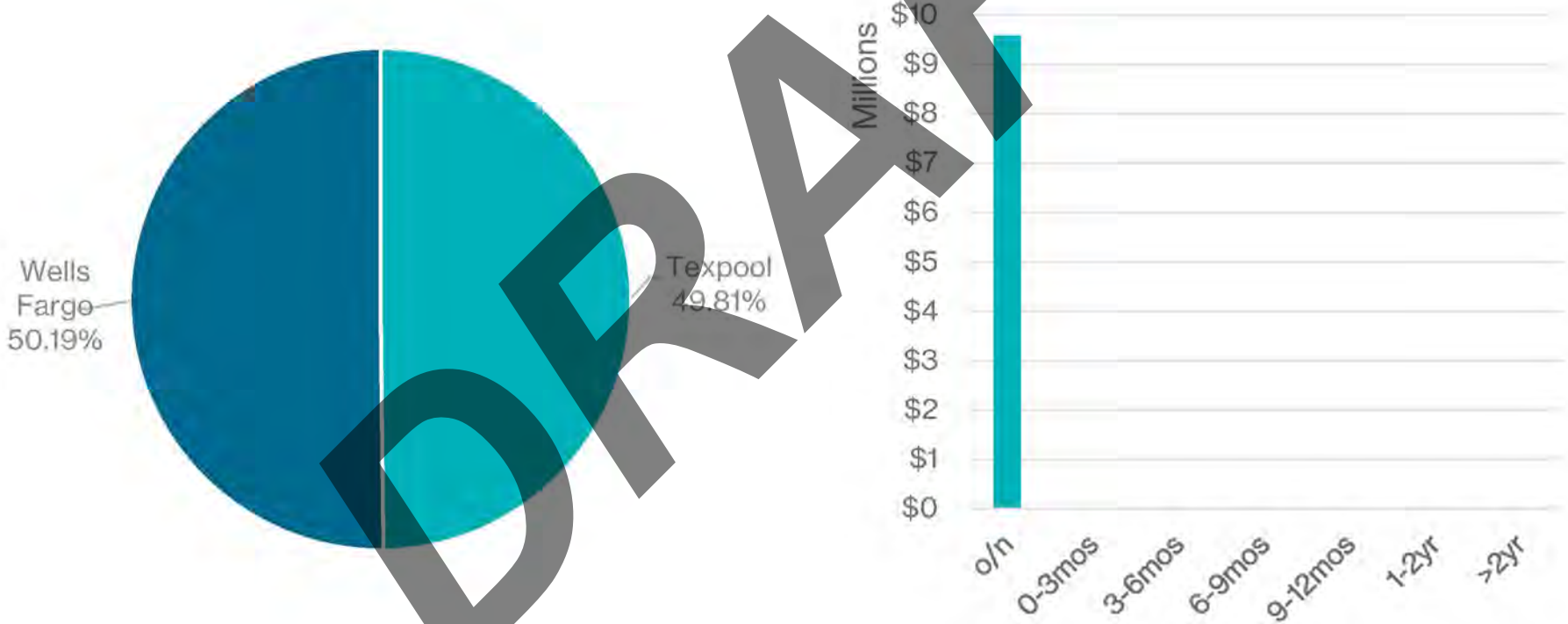
<sup>2</sup> *Change in Market Value*" is required data, but will primarily reflect the receipts and expenditures of the District's funds from quarter to quarter.



# Portfolio Overview

As of September 30, 2021

- P&A reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions. Where extensions can be made in the portfolio, it is important to make them to find available safe value in the markets.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. Inside of 1 year, we continue to see value in commercial paper. Our expectation is of continuing low rates, but we look for value in your authorized sectors to extend and capture the yield available as markets change.





**Travis Central Appraisal Dist.  
Portfolio Management  
Portfolio Summary  
September 30, 2021**

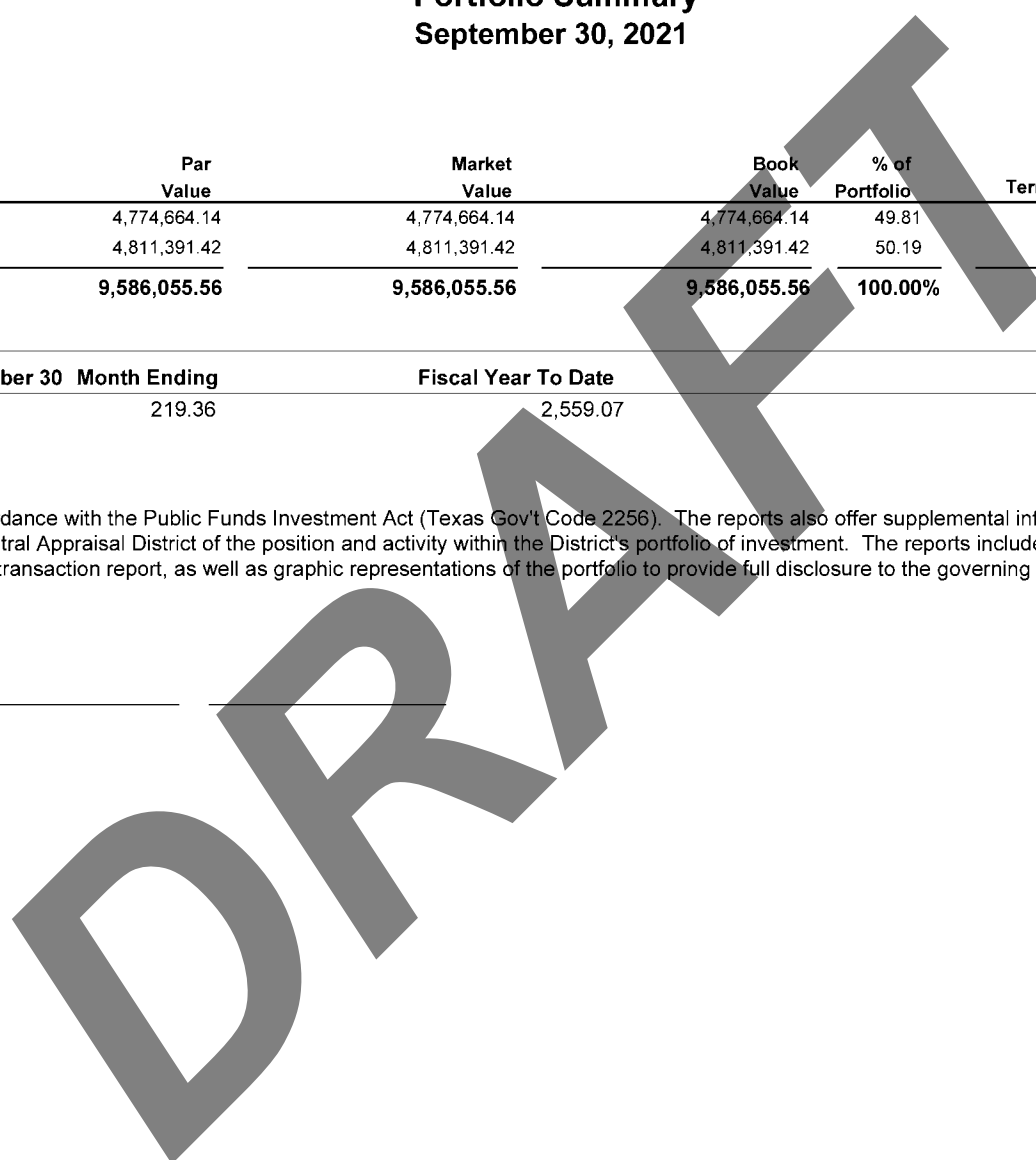
Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
Texpool/Texpool Prime	4,774,664.14	4,774,664.14	4,774,664.14	49.81	1	1	0.046
Wells Fargo Bank	4,811,391.42	4,811,391.42	4,811,391.42	50.19	1	1	0.013
<b>Investments</b>	<b>9,586,055.56</b>	<b>9,586,055.56</b>	<b>9,586,055.56</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.029</b>

<b>Total Earnings</b>	<b>September 30 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	219.36	2,559.07

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the Travis Central Appraisal District of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

Leana Mann, Director of Operations



Travis Central Appraisal Dist.  
Summary by Type  
September 30, 2021  
Grouped by Fund

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: 850 EAL Holding Corp.</b>						
Wells Fargo Bank	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
<b>Fund: General Fund</b>						
Texpool/Texpool Prime	2	4,774,664.14	4,774,664.14	49.81	0.046	1
Wells Fargo Bank	4	4,811,391.42	4,811,391.42	50.19	0.013	1
Subtotal	6	9,586,055.56	9,586,055.56	100.00	0.029	1
Total and Average	7	9,586,055.56	9,586,055.56	100.00	0.029	1

DRAFT



Travis Central Appraisal Dist.  
Fund 850 - 850 EAL Holding Corp.  
Investments by Fund  
September 30, 2021

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Wells Fargo Bank										
61442	10006	Wells Fargo Choice IV Comm Ckg	01/01/2020	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0

DRAFT

**Fund GEN - General Fund  
Investments by Fund  
September 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool/Texpool Prime</b>										
900001	10000	Texpool	10/01/2019	2,352,673.40	2,352,673.40	2,352,673.40	0.028	0.027	0.027	1
900001A	10001	Texpool Prime	10/01/2019	2,421,990.74	2,421,990.74	2,421,990.74	0.063	0.062	0.062	1
<b>Subtotal and Average</b>				<b>4,774,664.14</b>	<b>4,774,664.14</b>	<b>4,774,664.14</b>		<b>0.045</b>	<b>0.046</b>	<b>1</b>
<b>Wells Fargo Bank</b>										
90401	10003	Wells Fargo Analyzed Bus Chkg+	10/01/2019	108,599.07	108,599.07	108,599.07	0.160	0.157	0.160	1
88469	10004	Wells Fargo Analyzed Bus Chkg+	10/01/2019	646.27	646.27	646.27	0.160	0.157	0.160	1
88477	10005	Wells Fargo Commercial Chkg PF	10/01/2019	239,757.00	239,757.00	239,757.00				1
8477	10002	Wells Fargo Stagecoach Sweep	10/01/2019	4,462,389.08	4,462,389.08	4,462,389.08	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>4,811,391.42</b>	<b>4,811,391.42</b>	<b>4,811,391.42</b>		<b>0.013</b>	<b>0.013</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>9,586,055.56</b>	<b>9,586,055.56</b>	<b>9,586,055.56</b>		<b>0.029</b>	<b>0.029</b>	<b>1</b>

DRAFT



Travis Central Appraisal Dist.  
 Interest Earnings  
 Sorted by Fund - Fund  
 July 1, 2021 - September 30, 2021  
 Yield on Average Book Value

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Fund												
900001	10000	GEN	RRP	2,352,673.40	2,352,537.45	2,352,578.80		0.028	0.023	135.95	0.00	135.95
900001A	10001	GEN	RRP	2,421,990.74	2,421,603.71	2,421,740.18		0.063	0.063	387.03	0.00	387.03
8477	10002	GEN	RR2	4,462,389.08	5,386,146.14	4,640,780.98		0.010	0.010	116.48	0.00	116.48
90401	10003	GEN	RR2	108,599.07	89,814.72	103,396.99		0.160	0.160	41.70	0.00	41.70
88469	10004	GEN	RR2	646.27	645.10	2,900.28		0.160	0.160	1.17	0.00	1.17
88477	10005	GEN	RR2	239,757.00	0.00	2,606.05				0.00	0.00	0.00
Subtotal				9,586,055.56	10,250,747.12	9,524,003.29			0.028	682.33	0.00	682.33
Total				9,586,055.56	10,250,747.12	9,524,003.29			0.028	682.33	0.00	682.33

DRAFT

**Travis Central Appraisal Dist.**  
**Texas Compliance Change in Val Report**  
**Sorted by Fund**  
**July 1, 2021 - September 30, 2021**

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value				Ending Market Value
<b>Fund: 850 EAL Holding Corp</b>									
10006	WFCHIV	850	01/01/2020	0.00	0.00	0.00	0.00	0.00	0.00
61442	0.00	0.000	/ /	0.00	0.00	0.00	0.00	0.00	0.00
<b>Sub Totals For: Fund: 850 EAL Holding Corp</b>				0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00
<b>Fund: General Fund</b>									
10000	TXPOOL	GEN	10/01/2019	135.95	2,352,537.45	135.95	0.00	135.95	2,352,673.40
900001	2,352,673.40	0.027	/ /	135.95	2,352,537.45	135.95	0.00	135.95	2,352,673.40
10001	TXPRIM	GEN	10/01/2019	387.03	2,421,603.71	387.03	0.00	387.03	2,421,990.74
900001A	2,421,990.74	0.062	/ /	387.03	2,421,603.71	387.03	0.00	387.03	2,421,990.74
10002	WFSW	GEN	10/01/2019	116.48	5,386,146.14	3,184,020.59	4,107,656.44	-923,757.06	4,462,389.08
8477	4,462,389.08	0.010	/ /	121.21	5,386,146.14	3,184,020.59	4,107,656.44	-923,757.06	4,462,389.08
10003	WFABCP	GEN	10/01/2019	41.70	89,814.72	18,784.35	0.00	18,784.35	108,599.07
90401	108,599.07	0.160	/ /	41.70	89,814.72	18,784.35	0.00	18,784.35	108,599.07
10004	WFABCP	GEN	10/01/2019	1.17	645.10	782,486.17	782,485.00	1.17	646.27
88469	646.27	0.160	/ /	1.17	645.10	782,486.17	782,485.00	1.17	646.27
10005	WFCCAP	GEN	10/01/2019	0.00	0.00	8,394,923.81	8,155,166.81	239,757.00	239,757.00
88477	239,757.00	0.000	/ /	0.00	0.00	8,394,923.81	8,155,166.81	239,757.00	239,757.00
<b>Sub Totals For: Fund: General Fund</b>				682.33	10,250,747.12	12,380,737.90	13,045,308.25	-664,691.56	9,586,055.56
				687.06	10,250,747.12	12,380,737.90	13,045,308.25	-664,691.56	9,586,055.56
<b>Report Grand Totals:</b>				682.33	10,250,747.12	12,380,737.90	13,045,308.25	-664,691.56	9,586,055.56
				687.06	10,250,747.12	12,380,737.90	13,045,308.25	-664,691.56	9,586,055.56

# Disclosure

Meeder Public Funds, Inc., dba Patterson & Associates is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data have been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

**Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.**

Meeder Investment Management is the global brand for the Meeder group of affiliated companies. Investment advisory services are provided through Meeder Public Funds, Inc, dba Patterson & Associates. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

**Patterson & Associates**  
Barton Oaks Plaza  
Building II  
901 S. MoPac, Suite 195  
Austin, TX 78746  
800.817.2442



# Monthly Investment Report

PREPARED FOR TRAVIS CENTRAL APPRAISAL DISTRICT

OCTOBER 31, 2021



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT MANAGEMENT COMPANY

WITH YOU. FOR YOU.



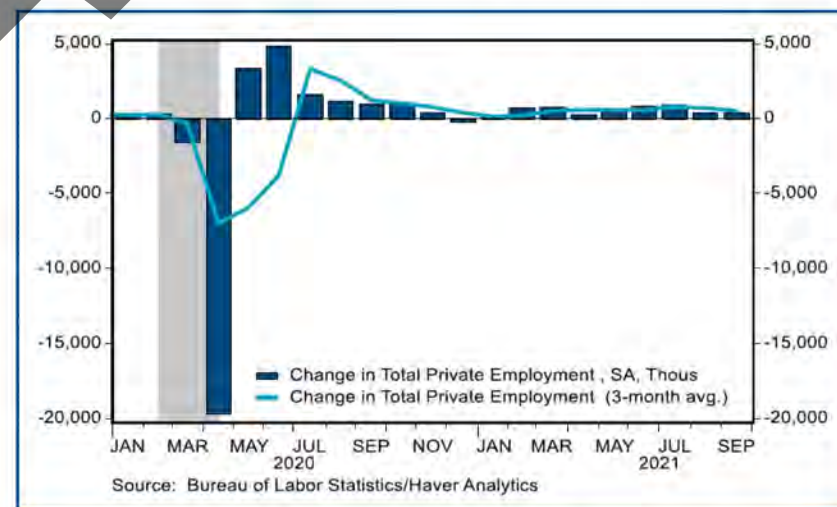
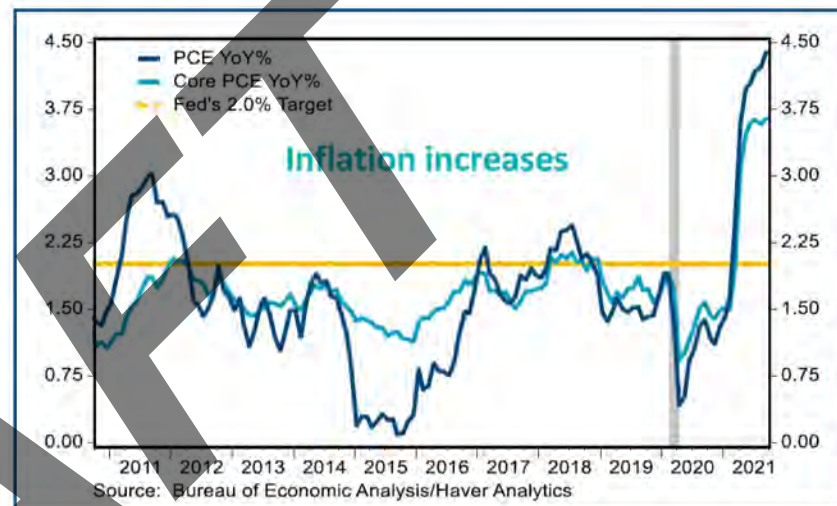
# Inflation and the Consumer

Consumers are feeling the pinch as prices rise and the availability of goods and services dwindle. The US consumer is resilient however and is already primed for the holidays.

The latest read on manufacturing and shipping indicates a moderate rise in deliveries but with wait times increasing amid solid demand, price pressures are likely to mount, perpetuating the current inflation. It certainly undermines the Fed's thesis of transitory or temporary price pressure.

Personal income was down in September: the weakest in 4 months. A drop in the rate can be seen as encouraging. That decline is from a drop in labor participants. In some part it reflects generous benefits from the government that for months have been replacing, or in some cases, exceeding one's earnings potential in the private sector. That coupled with a moratorium on evictions and the enhanced child tax credit allowed many to accumulate a wealth cushion. That may led many not to return to work quickly and enhanced spending patterns.

Wage pressures are mounting, and the workweek has extended as businesses cannot find new employees. The difficulty of finding workers ripples through business and definitively impacts growth and inflation possibilities.



# One-Way Train to Tightening

We are headed to less accommodation from the Fed and considering the inflation picture, that may not be a bad thing.

The Administration's spending bill has stalled as opponents question the hefty expenditures, rising taxes and mounting debt. The markets seem less focused on the bills themselves and more on the resulting deficits and long-term policy uncertainty. We still have a debt ceiling fight coming in early 2022.

The FOMC has given guidance on the taper schedule. The Fed will be moving forward with a gradual reversal of accommodation at a pace of \$15 billion per month.

The GDP and the Fed's own Beige Book shows modest to moderate growth though the pace is slower due to supply chain disruptions, labor shortages and Covid. It is not the substantial further progress the Fed wanted.

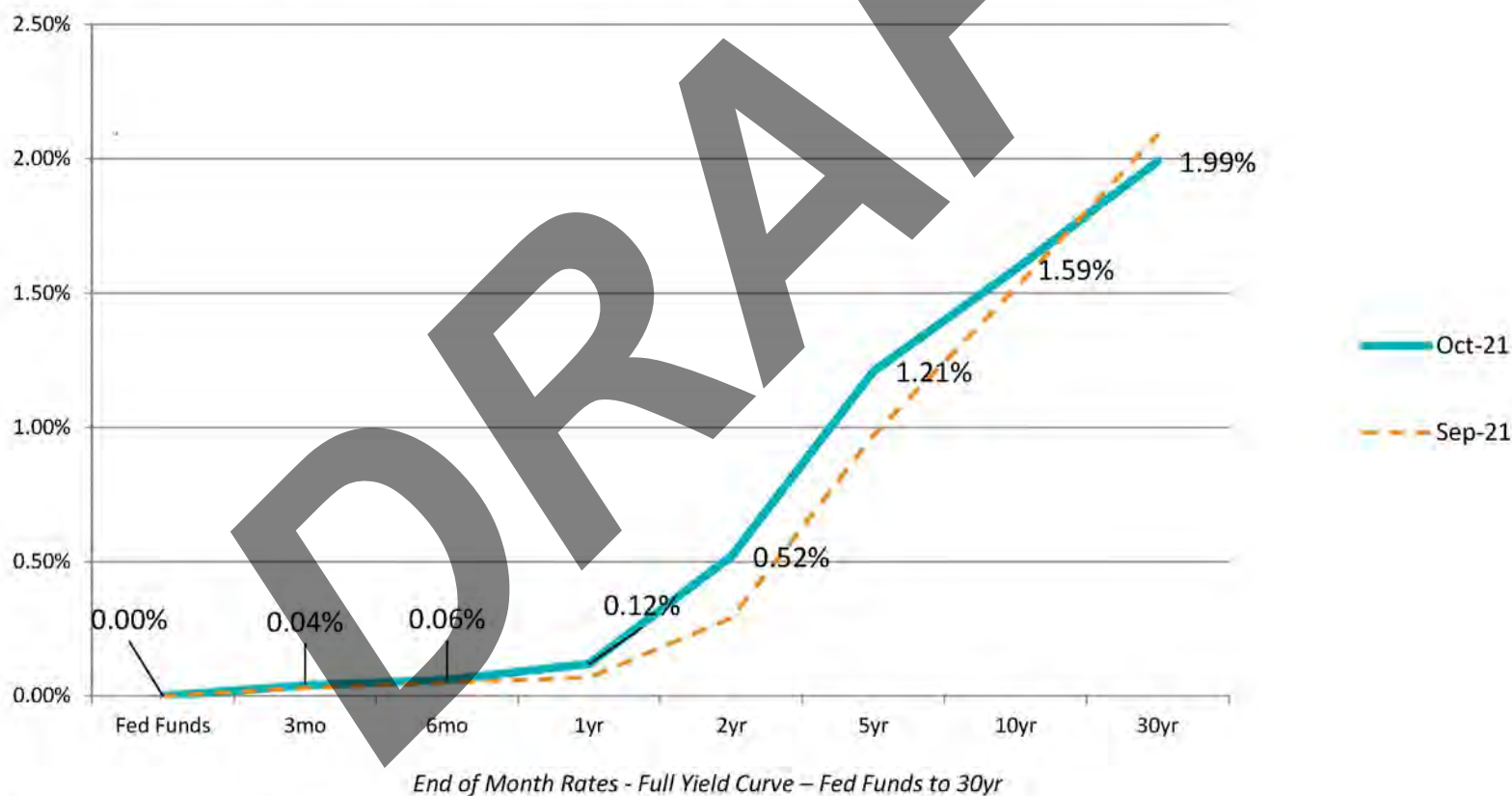
It is the inflation that has introduced more concern. Hyper-inflation or stagflation (inflation with a stagnant economy) could become a major concern without some tightening.





# Movement in the Curve

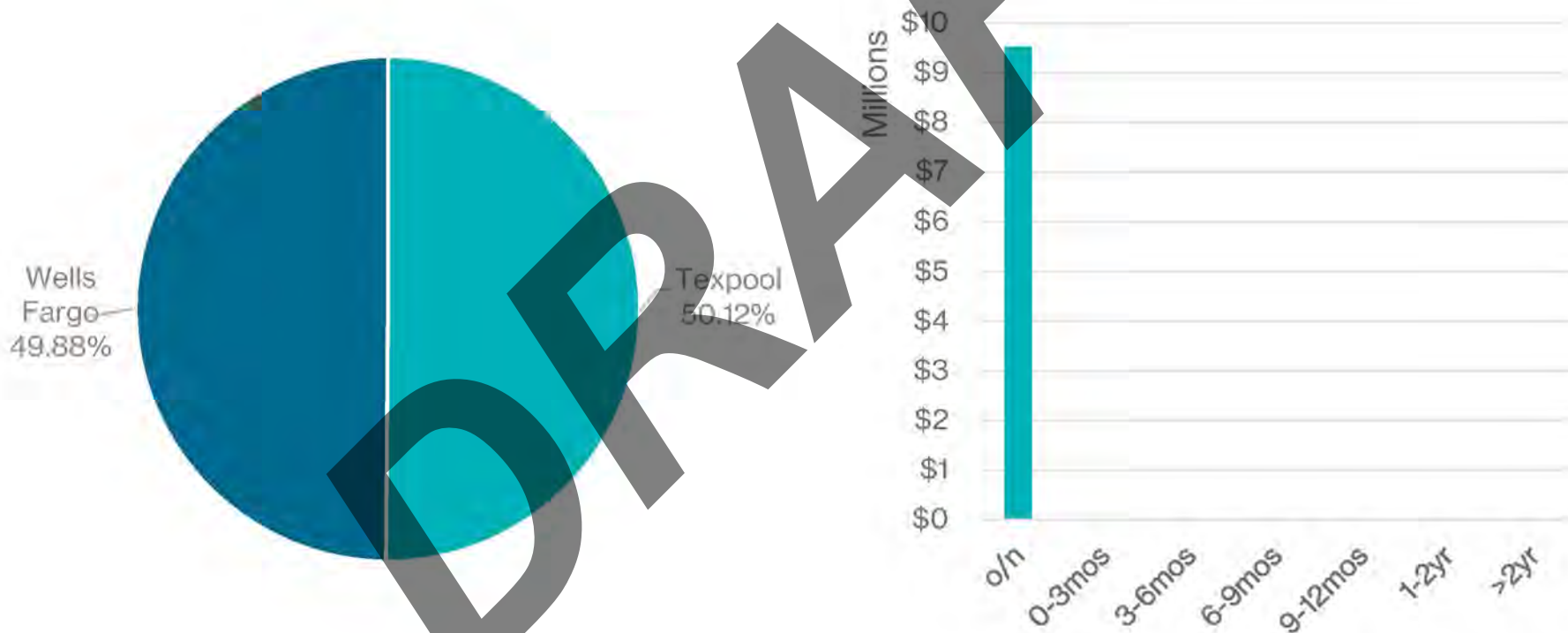
- Bond yields are on the move as investors continuously reassess expectations on the Fed's next moves. A taper will raise rates.
- Investors are reacting to the not so transitory inflation and somewhat declining growth expectations.
- The Fed has stated that they will taper beginning in early 2022.
- The taper will have to be a fact before the market totally believes it, and then the speculation will be on rate hikes: probably not until mid-2022 unless inflation soars.
- The consumer's appetite will be key during the holiday buying season.
- The steepening in the yield curve presents buying opportunities for securities in 3-5 year maturities.



# Portfolio Overview

As of October 31, 2021

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions. These are unusual times and where extensions can be made it is important to make them to find any available safe value in the markets.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. Liquidity has been reduced to little or no value but with a flat short curve it may be the only sector available out to twelve months without the use of CP. Our expectation is of continuing dimly low rates, but we look for value in your authorized sectors to capture the yield available as markets change.







**Travis Central Appraisal Dist.  
Portfolio Management  
Portfolio Summary  
October 31, 2021**

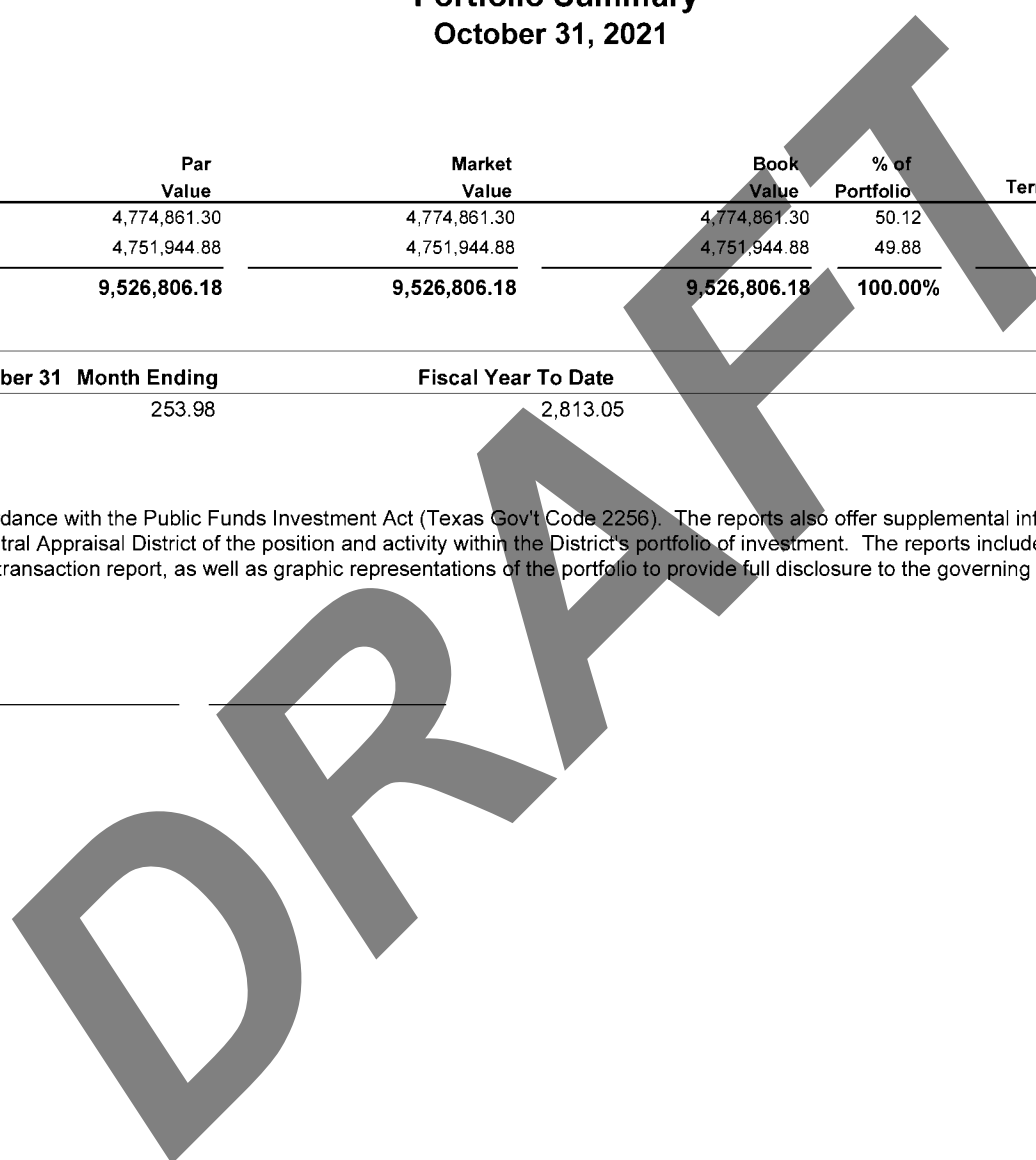
Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
Texpool/Texpool Prime	4,774,861.30	4,774,861.30	4,774,861.30	50.12	1	1	0.329
Wells Fargo Bank	4,751,944.88	4,751,944.88	4,751,944.88	49.88	1	1	0.014
<b>Investments</b>	<b>9,526,806.18</b>	<b>9,526,806.18</b>	<b>9,526,806.18</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.172</b>

<b>Total Earnings</b>	<b>October 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	253.98	2,813.05

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the Travis Central Appraisal District of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

Leana Mann, Director of Operations



Travis Central Appraisal Dist.  
Summary by Type  
October 31, 2021  
Grouped by Fund

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: 850 EAL Holding Corp.</b>						
Wells Fargo Bank	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
<b>Fund: General Fund</b>						
Texpool/Texpool Prime	2	4,774,861.30	4,774,861.30	50.12	0.329	1
Wells Fargo Bank	4	4,751,944.88	4,751,944.88	49.88	0.014	1
Subtotal	6	9,526,806.18	9,526,806.18	100.00	0.172	1
Total and Average	7	9,526,806.18	9,526,806.18	100.00	0.172	1

DRAFT



Travis Central Appraisal Dist.  
Fund 850 - 850 EAL Holding Corp.  
Investments by Fund  
October 31, 2021

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Wells Fargo Bank										
61442	10006	Wells Fargo Choice IV Comm Ckg	01/01/2020	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0

DRAFT

**Fund GEN - General Fund  
Investments by Fund  
October 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool/Texpool Prime</b>										
900001	10000	Texpool	10/01/2019	2,352,744.06	2,352,744.06	2,352,744.06	0.035	0.034	0.035	1
900001A	10001	Texpool Prime	10/01/2019	2,422,117.24	2,422,117.24	2,422,117.24	0.615	0.606	0.615	1
<b>Subtotal and Average</b>				<b>4,774,861.30</b>	<b>4,774,861.30</b>	<b>4,774,861.30</b>		<b>0.325</b>	<b>0.329</b>	<b>1</b>
<b>Wells Fargo Bank</b>										
90401	10003	Wells Fargo Analyzed Bus Chkg+	10/01/2019	110,484.92	110,484.92	110,484.92	0.160	0.157	0.160	1
88469	10004	Wells Fargo Analyzed Bus Chkg+	10/01/2019	646.36	646.36	646.36	0.160	0.157	0.160	1
88477	10005	Wells Fargo Commercial Chkg PF	10/01/2019	0.00	0.00	0.00				1
8477	10002	Wells Fargo Stagecoach Sweep	10/01/2019	4,640,813.60	4,640,813.60	4,640,813.60	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>4,751,944.88</b>	<b>4,751,944.88</b>	<b>4,751,944.88</b>		<b>0.013</b>	<b>0.014</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>9,526,806.18</b>	<b>9,526,806.18</b>	<b>9,526,806.18</b>		<b>0.169</b>	<b>0.172</b>	<b>1</b>

DRAFT

Travis Central Appraisal Dist.  
Interest Earnings  
Sorted by Fund - Fund  
October 1, 2021 - October 31, 2021  
Yield on Average Book Value

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Fund												
900001	10000	GEN	RRP	2,352,744.06	2,352,673.40	2,352,680.24		0.035	0.035	70.66	0.00	70.66
900001A	10001	GEN	RRP	2,422,117.24	2,421,990.74	2,422,002.98		0.615	0.061	126.50	0.00	126.50
8477	10002	GEN	RR2	4,640,813.60	4,462,389.08	4,926,160.65		0.010	0.010	41.75	0.00	41.75
90401	10003	GEN	RR2	110,484.92	108,599.07	110,184.78		0.160	0.160	14.98	0.00	14.98
88469	10004	GEN	RR2	646.36	646.27	646.28		0.160	0.164	0.09	0.00	0.09
88477	10005	GEN	RR2	0.00	239,757.00	216,554.71				0.00	0.00	0.00
Subtotal				9,526,806.18	9,586,055.56	10,028,229.64			0.030	253.98	0.00	253.98
Total				9,526,806.18	9,586,055.56	10,028,229.64			0.030	253.98	0.00	253.98

DRAFT

# Disclosure

Meeder Public Funds, Inc., dba Patterson & Associates is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data have been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

**Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.**

Meeder Investment Management is the global brand for the Meeder group of affiliated companies. Investment advisory services are provided through Meeder Public Funds, Inc, dba Patterson & Associates. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

**Patterson & Associates**  
Barton Oaks Plaza  
Building II  
901 S. MoPac, Suite 195  
Austin, TX 78746  
800.817.2442



# Monthly Investment Report

PREPARED FOR TRAVIS CENTRAL APPRAISAL DISTRICT

SEPTEMBER 30, 2021



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT MANAGEMENT COMPANY

WITH YOU. FOR YOU.



# Looking for the Light in the Tunnel

This year the markets have been focused on growth and the inevitable inflation that comes from growth as well as employment difficulties. At the same time, they have been battered by Covid variants and supply chain disruption. It is no wonder that the uncertainty has generated great volatility. And, as we know, volatility reflects risk.

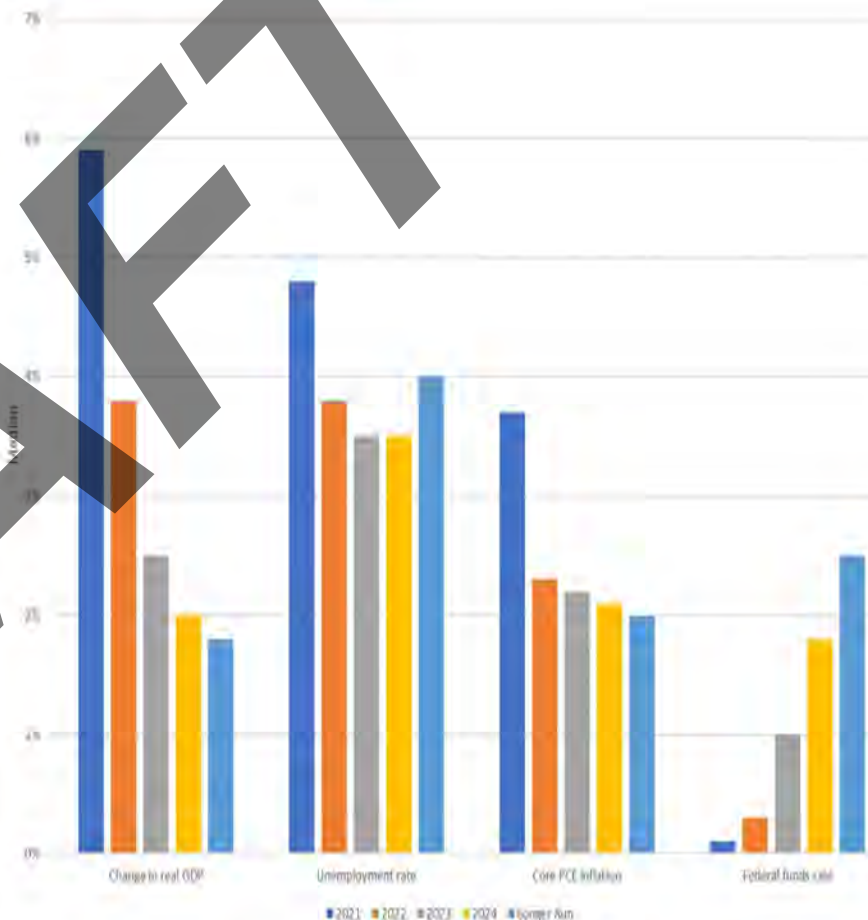
The inflation question centers on whether this current and increasing inflation is permanent or temporary as the economy transitions to a balance of forces. Growth will generate its own inflation, but the key has been and will be the supply chains that have created bottle necks and logistical disruptions globally. Adding to this are energy prices reflecting a global supply shortage. OPEC+ has refused to help alleviate this problem and WTI has gained 65% in 2021. Daily US crude production is 7% lower YOY – some due to transportation limits. All this adds price pressure, while the Fed is trying to decide how strong inflation really is and whether it will remain.

Growth is clear in an increasing GDP to 6.7% and was robust in the first half of 2021 but possible resurgence of variants and the debt ceiling difficulties, along with a less accommodative Fed, may reduce expectations for continued growth in 2021. The hopeful rise in the ISM index for manufacturing reflects the lengthening supply chains rather than an increase in demand. Hurricanes and an increase in Covid in SE Asia could have major continuing impact.

Remembering that the US was already losing momentum going into the pandemic, a new normal will be anything but with massive governmental spending, debt creation, and an accommodative Fed is factored in.

At this point it is positive however that we at least do see the end of the tunnel and a possible emergence from it.

## Federal Reserve Outlook



SOURCE: FEDERAL RESERVE PRESS RELEASE AND SUMMARY OF ECONOMIC PROJECTIONS AS OF 9/23/2021



# Taper Teaser and Political Theatre

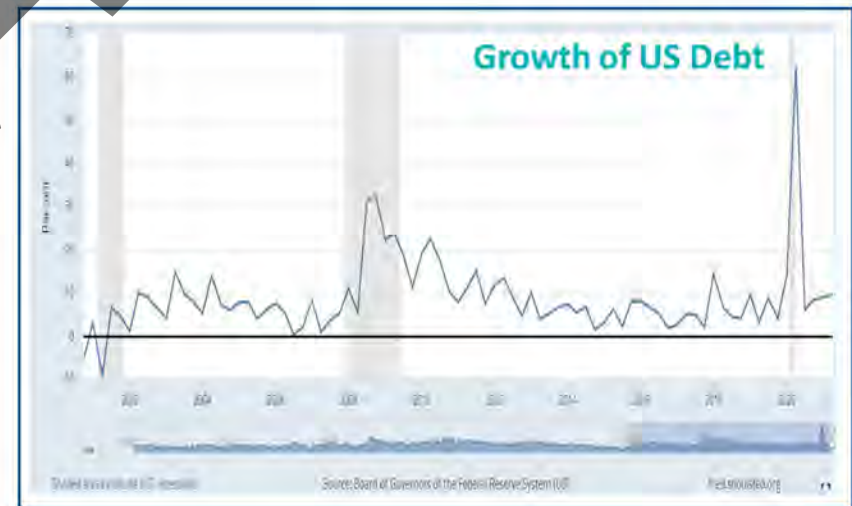
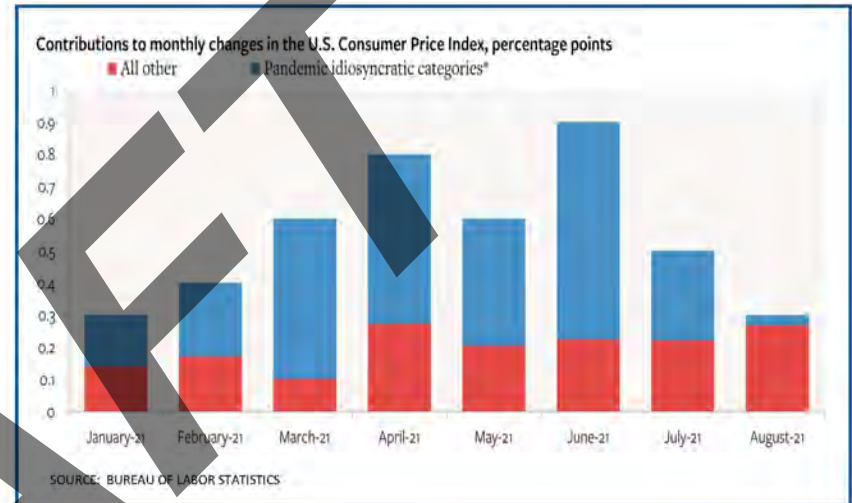
As was to be expected, with the political divisions in DC, the almost mundane and routine biennial adjustment of the debt ceiling is now political theatre at its worst.

There are few choices left: raise it or face the consequences (by 10/18 known as the "X" date).

No rise in the ceiling will force a federal shutdown and force the US to default on its own debt payments. It also means a global loss of face for the US and our debt. The dollar and stocks would drop. All this while investors are already on edge. Treasury Secretary Yellen has said a default "would likely precipitate a historic financial crisis...as well as triggering a spike in interest rates, a steep drop in stock prices, and other financial turmoil."

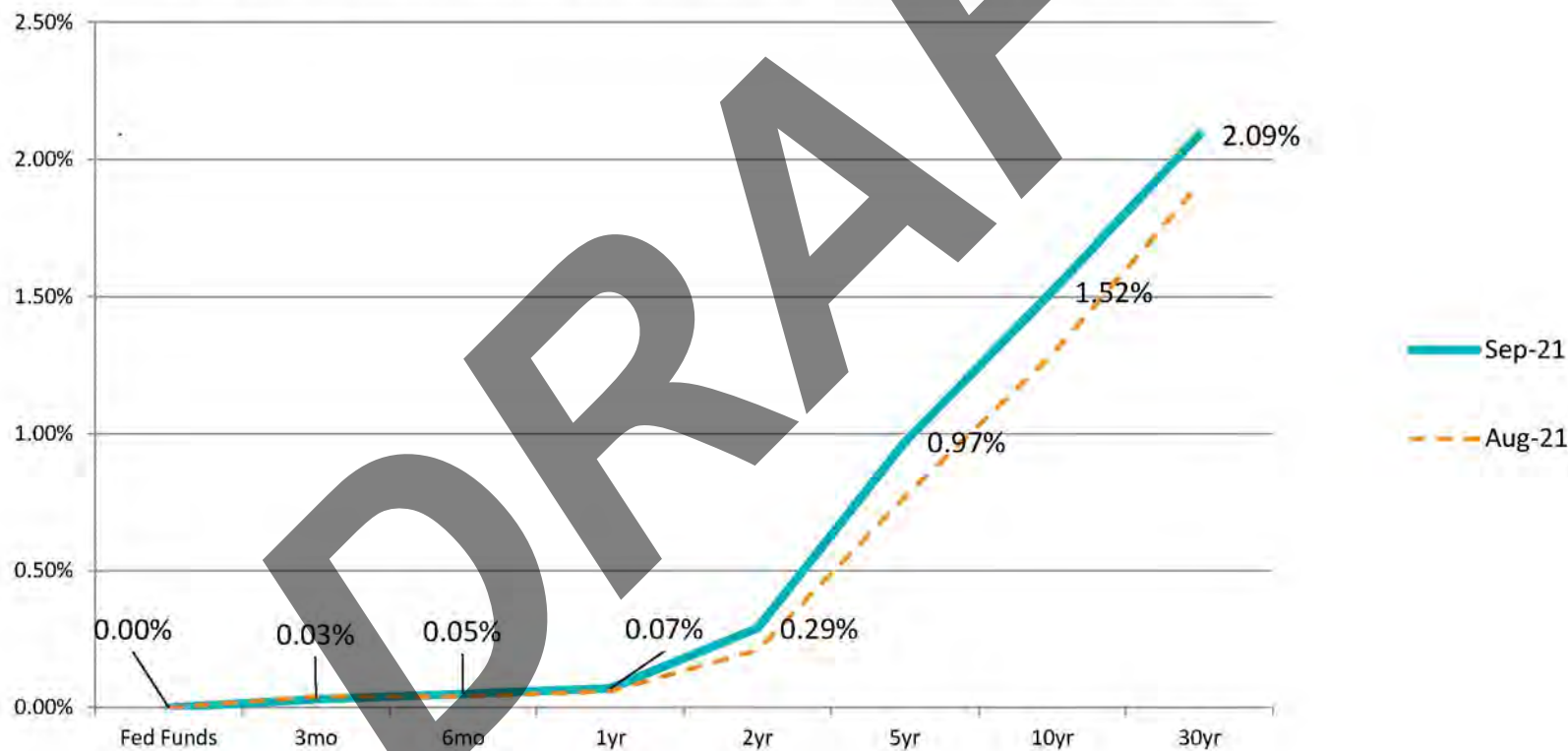
Meanwhile the Fed stated in their September meeting in their vague and relatively non-committal terms, consideration of a reduction in the accommodative position which has pumped \$120 billion into the economy the last 18 months. It is expected from the FOMC comments that they will give better guidance in the November meeting and will begin a taper in early 2022, completing the task by mid-2022.

A tapering does not presage a Fed Funds rate hike. To reduce market angst and forestall volatility, it would appear that tapering must conclude before rates are hiked to reduce volatility in the markets.



# The Curve Changes Little This Month

- The curve remains stubbornly flat on the front end but more direction on the Fed's taper plans are moving the long end slightly higher.
- Short end investors remain very liquid or short as the curve stays in neutral. Even with the taper the short end will stay flat but there is movement in the 1 to 2 year area.
- The Fed has hinted strongly on a taper beginning in early 2022.
- The concern now, besides inflation, will be the consumer during the holidays.
- The steepening in the yield curve presents buying opportunities for securities in 3-5 year maturities.

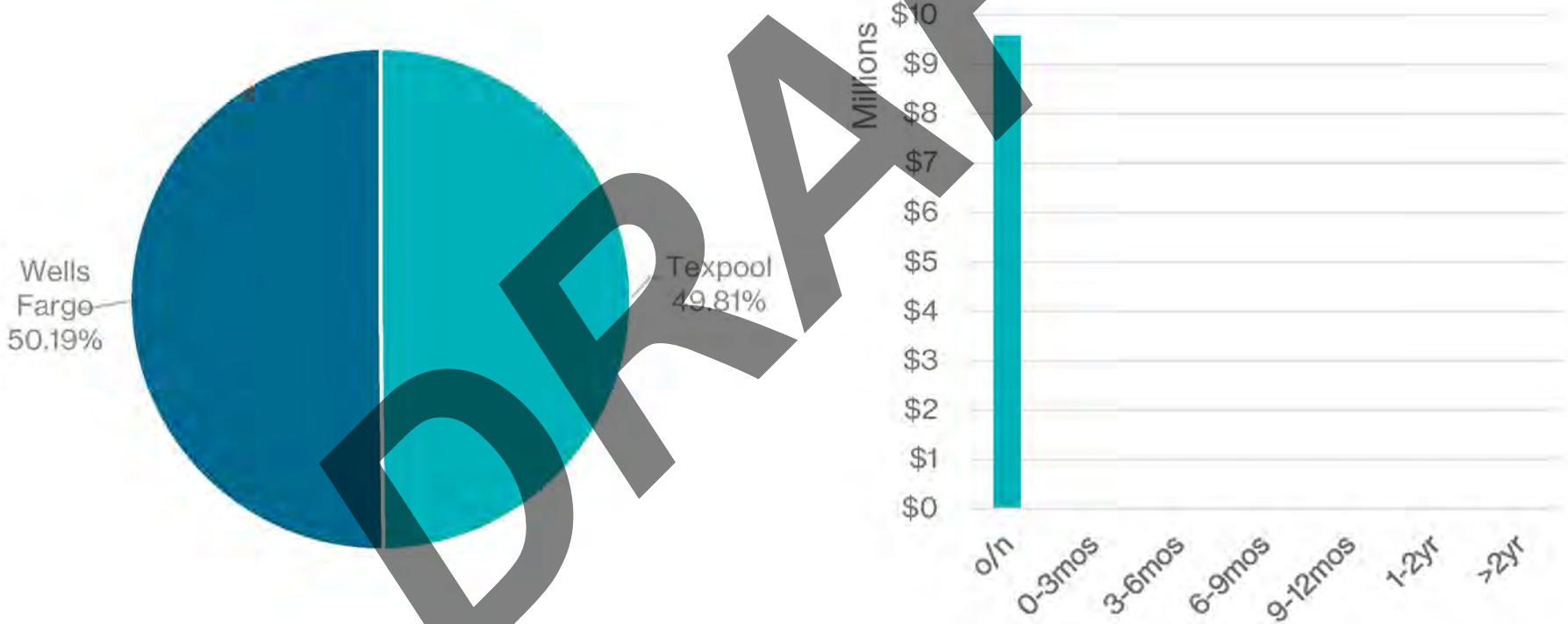


End of Month Rates - Full Yield Curve - Fed Funds to 30yr

# Portfolio Overview

As of September 30, 2021

- P&A reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions. Where extensions can be made in the portfolio, it is important to make them to find available safe value in the markets.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. Inside of 1 year, we continue to see value in commercial paper. Our expectation is of continuing low rates, but we look for value in your authorized sectors to extend and capture the yield available as markets change.





**Travis Central Appraisal Dist.  
Portfolio Management  
Portfolio Summary  
September 30, 2021**

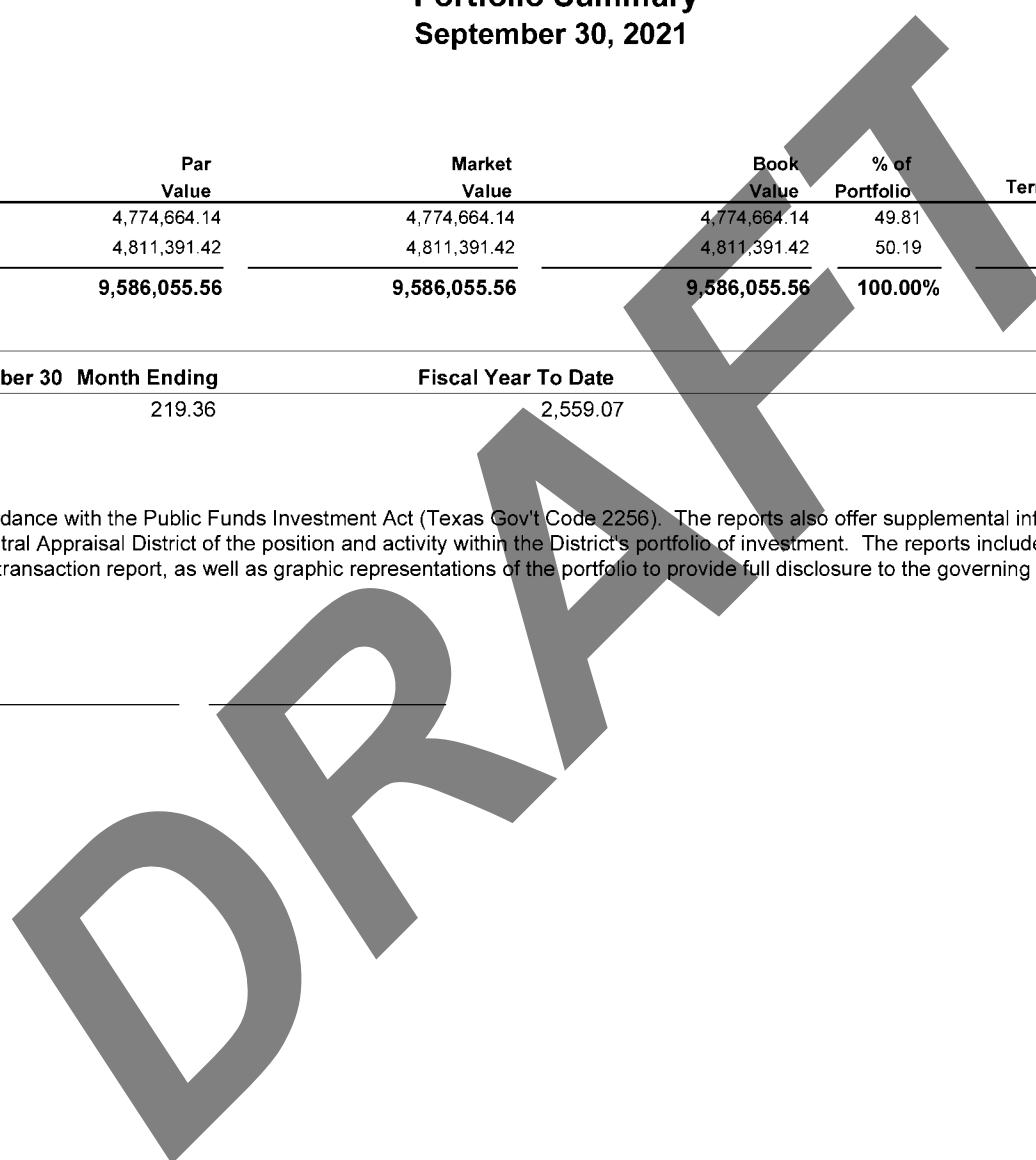
Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
Texpool/Texpool Prime	4,774,664.14	4,774,664.14	4,774,664.14	49.81	1	1	0.046
Wells Fargo Bank	4,811,391.42	4,811,391.42	4,811,391.42	50.19	1	1	0.013
<b>Investments</b>	<b>9,586,055.56</b>	<b>9,586,055.56</b>	<b>9,586,055.56</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.029</b>

<b>Total Earnings</b>	<b>September 30 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	219.36	2,559.07

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the Travis Central Appraisal District of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

Leana Mann, Director of Operations



Travis Central Appraisal Dist.  
Summary by Type  
September 30, 2021  
Grouped by Fund

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: 850 EAL Holding Corp.</b>						
Wells Fargo Bank	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
<b>Fund: General Fund</b>						
Texpool/Texpool Prime	2	4,774,664.14	4,774,664.14	49.81	0.046	1
Wells Fargo Bank	4	4,811,391.42	4,811,391.42	50.19	0.013	1
Subtotal	6	9,586,055.56	9,586,055.56	100.00	0.029	1
Total and Average	7	9,586,055.56	9,586,055.56	100.00	0.029	1

DRAFT



Travis Central Appraisal Dist.  
Fund 850 - 850 EAL Holding Corp.  
Investments by Fund  
September 30, 2021

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Wells Fargo Bank										
61442	10006	Wells Fargo Choice IV Comm Ckg	01/01/2020	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0

DRAFT

**Fund GEN - General Fund  
Investments by Fund  
September 30, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool/Texpool Prime</b>										
900001	10000	Texpool	10/01/2019	2,352,673.40	2,352,673.40	2,352,673.40	0.028	0.027	0.027	1
900001A	10001	Texpool Prime	10/01/2019	2,421,990.74	2,421,990.74	2,421,990.74	0.063	0.062	0.062	1
<b>Subtotal and Average</b>				<b>4,774,664.14</b>	<b>4,774,664.14</b>	<b>4,774,664.14</b>		<b>0.045</b>	<b>0.046</b>	<b>1</b>
<b>Wells Fargo Bank</b>										
90401	10003	Wells Fargo Analyzed Bus Chkg+	10/01/2019	108,599.07	108,599.07	108,599.07	0.160	0.157	0.160	1
88469	10004	Wells Fargo Analyzed Bus Chkg+	10/01/2019	646.27	646.27	646.27	0.160	0.157	0.160	1
88477	10005	Wells Fargo Commercial Chkg PF	10/01/2019	239,757.00	239,757.00	239,757.00				1
8477	10002	Wells Fargo Stagecoach Sweep	10/01/2019	4,462,389.08	4,462,389.08	4,462,389.08	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>4,811,391.42</b>	<b>4,811,391.42</b>	<b>4,811,391.42</b>		<b>0.013</b>	<b>0.013</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>9,586,055.56</b>	<b>9,586,055.56</b>	<b>9,586,055.56</b>		<b>0.029</b>	<b>0.029</b>	<b>1</b>

DRAFT

Travis Central Appraisal Dist.  
 Interest Earnings  
 Sorted by Fund - Fund  
 September 1, 2021 - September 30, 2021  
 Yield on Average Book Value

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Fund												
900001	10000	GEN	RRP	2,352,673.40	2,352,619.49	2,352,621.29		0.028	0.028	53.91	0.00	53.91
900001A	10001	GEN	RRP	2,421,990.74	2,421,865.58	2,421,869.75		0.063	0.063	125.16	0.00	125.16
8477	10002	GEN	RR2	4,462,389.08	3,959,893.71	3,165,005.10		0.010	0.010	25.64	0.00	25.64
90401	10003	GEN	RR2	108,599.07	106,107.86	108,288.64		0.160	0.160	14.24	0.00	14.24
88469	10004	GEN	RR2	646.27	645.86	3,125.21		0.160	0.160	0.41	0.00	0.41
88477	10005	GEN	RR2	239,757.00	0.00	7,991.90				0.00	0.00	0.00
Subtotal				9,586,055.56	8,841,132.50	8,058,901.88			0.033	219.36	0.00	219.36
Total				9,586,055.56	8,841,132.50	8,058,901.88			0.033	219.36	0.00	219.36

DRAFT



# Disclosure

Meeder Public Funds, Inc., dba Patterson & Associates is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data have been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

**Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.**

Meeder Investment Management is the global brand for the Meeder group of affiliated companies. Investment advisory services are provided through Meeder Public Funds, Inc, dba Patterson & Associates. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

**Patterson & Associates**  
Barton Oaks Plaza  
Building II  
901 S. MoPac, Suite 195  
Austin, TX 78746  
800.817.2442



# Monthly Investment Report

PREPARED FOR TRAVIS CENTRAL APPRAISAL DISTRICT

AUGUST 31, 2021



**PATTERSON  
& ASSOCIATES**

A MEEDER INVESTMENT MANAGEMENT COMPANY

WITH YOU. FOR YOU.



# U.S. Economy Facing Potential Headwinds

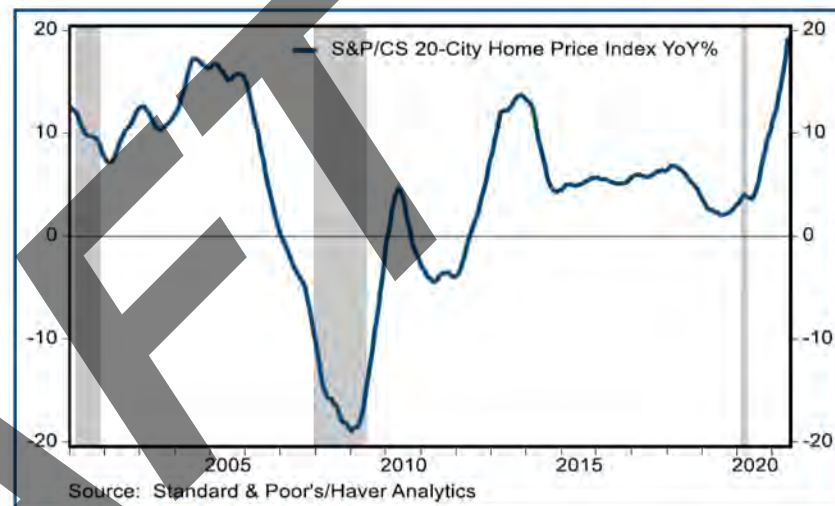
August threw up multiple barriers to growth: the delta variant, China's regulatory crackdown, inflation, Fed taper talk, the Afghanistan withdrawal, hurricane Ida and DC dysfunction. All acted to cause consumer confidence to plummet.

US manufacturing as reported by purchasing managers continues to outperform expectations and hit 15 months of consecutive growth. The growth appears to be coming from an increase in orders and an expanding backlog of orders. It is growing but struggling in its fight.

The global shipping crisis, which snarled global supply chains and produced shutdowns is only getting worse. Covid is causing port closures, including a shut down of one Chinese port - the 3rd busiest container port in the world. The impact ripples jam warehouses and stretch rail and road capacity along with raising prices everywhere. This could easily go into the holiday season.

Housing prices are literally 'through the roof.' Although slightly down, finishing the month the 20-city US index is up 19% which is the highest on record back to 2001. Nationally, prices are now 41% higher than the peak of the housing boom in 2006. Building supplies prices are captives of the supply chains which makes limited supply and a great demand drivers of prices.

These many challenges are wearing on consumer confidence which has dropped to a 6-month low. Even with personal income up and consumer spending continuing to trend higher, the consumer's confidence level shows an understandable downward trend.



# Fed's Later Rather Than Sooner Stance

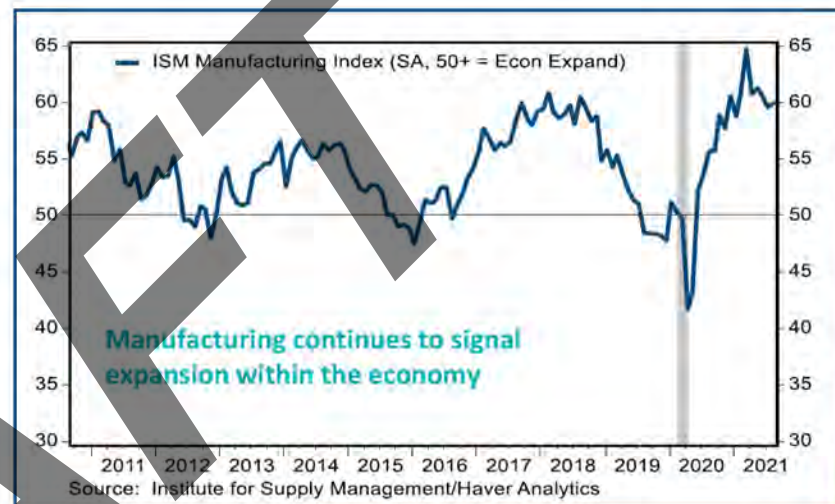
As expected, we got some direction from Fed Chair Powell's comments at the economic summit this month but perhaps not in the form totally expected. Although several Fed Presidents have spoken in favor of rolling back the extraordinary support measures, Powell's comments were very dovish.

The Chair clearly uncoupled eventual tapering of the accommodative measures from an overnight rate increase. This was not unexpected or unreasonable, but the comments drove both yields and the dollar lower. This, of course, again shows the perceived risks of the Delta variant slowing the recovery.

One over-riding question remains inflation. The Fed has consistently warned price increases will prove transitory and indeed there is some evidence to support that thesis. However, with inflation already nearly three times the Fed's target level, that message is difficult for some in the market to buy into. Though awash with liquid funds in the economy, investors, which drive rates, are seemingly ignoring this rising inflation which is now at multi-decade highs. Perhaps Mr. Simon was right.

*"I continue to believe that the American people have a love-hate relationship with inflation. They hate inflation but love everything that causes it." - William E. Simon*

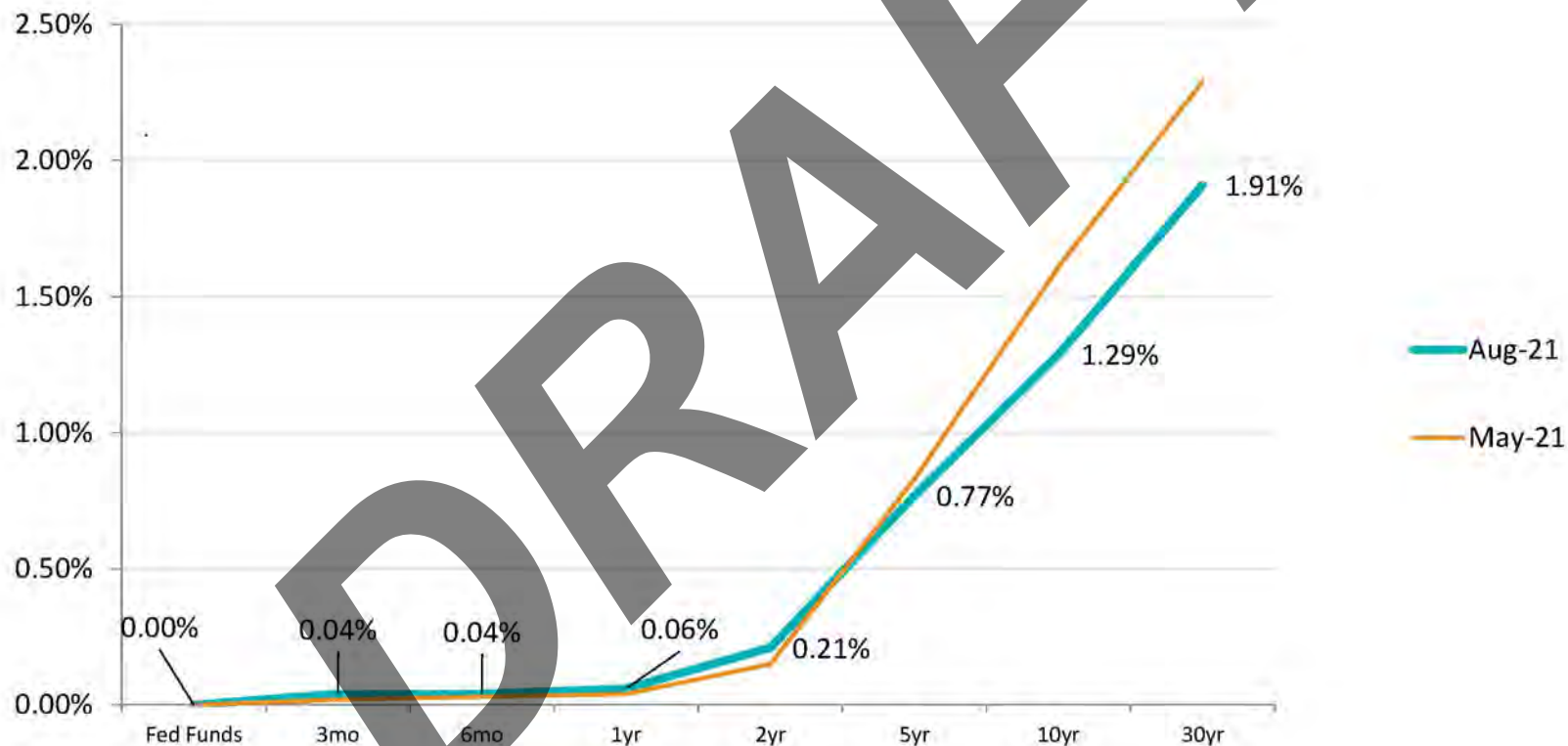
One controlling feature is Washington's inability to re-set the debt ceiling which pressures the Treasury to operate under the ceiling and curtail issuance at least partially. That will have to be addressed by October.





# The Curve Changes Little This Month

- The curve remains stubbornly flat on the front end while uncertainty about the Fed's taper plan reigns.
- Consumer confidence has dropped, and inflation continues.
- Short-end investors remain very liquid or short with commercial paper providing the greatest value inside of 1 year.
- The Fed turned dovish on hints of possible tapering supporting the long end, but the Fed has yet to actually say it will taper.
- The Fed and markets continue to signal that overnight rates may remain at 0% until 2023.

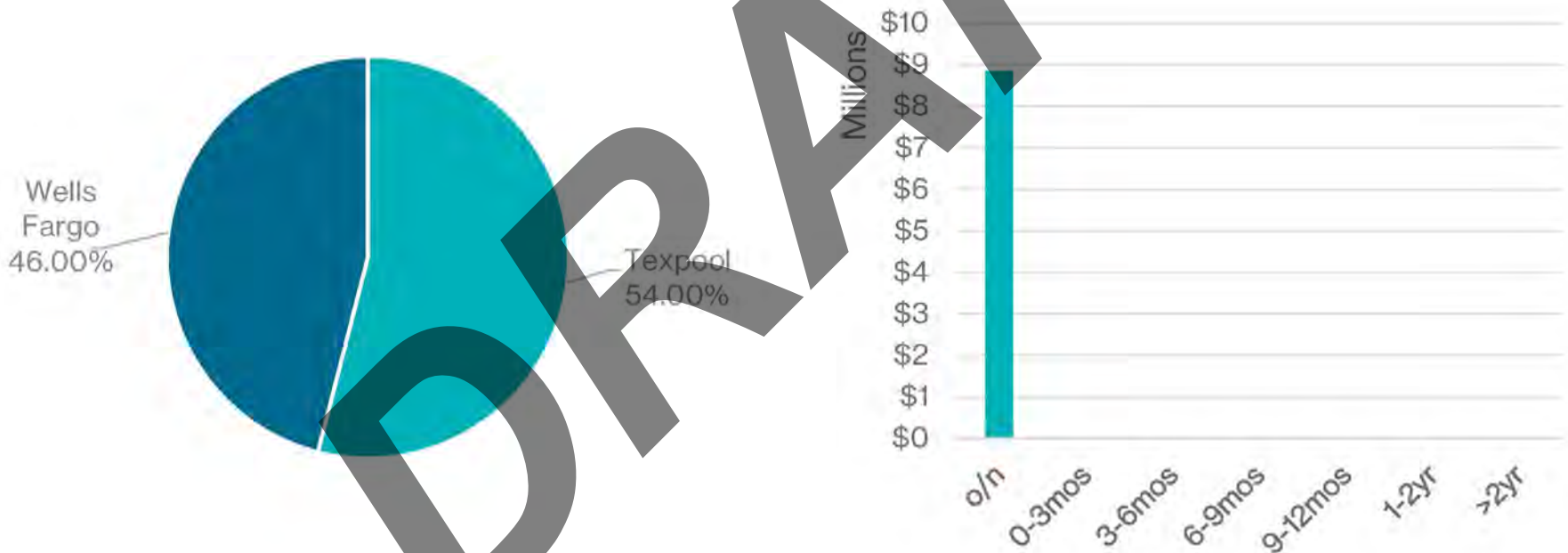


End of Month Rates - Full Yield Curve – Fed Funds to 30yr

# Portfolio Overview

As of August 31, 2021

- P&A reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions. Where extensions can be made in the portfolio, it is important to make them to find available safe value in the markets.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. Inside of 1 year, we continue to see value in commercial paper. Our expectation is of continuing low rates, but we look for value in your authorized sectors to extend and capture the yield available as markets change.





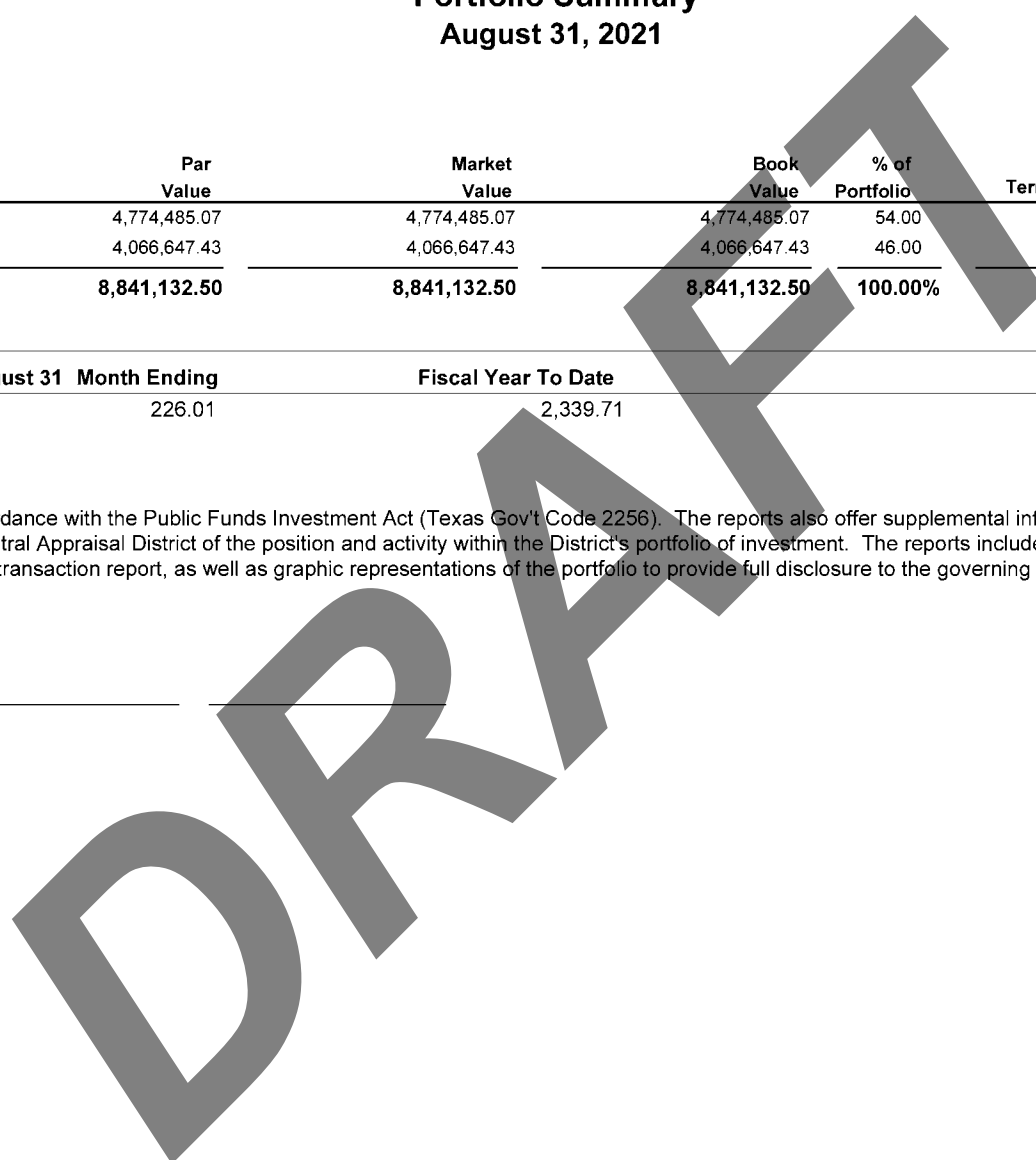
**Travis Central Appraisal Dist.  
Portfolio Management  
Portfolio Summary  
August 31, 2021**

<b>Investments</b>	<b>Par Value</b>	<b>Market Value</b>	<b>Book Value</b>	<b>% of Portfolio</b>	<b>Term</b>	<b>Days to Maturity</b>	<b>YTM 365 Equiv.</b>
Texpool/Texpool Prime	4,774,485.07	4,774,485.07	4,774,485.07	54.00	1	1	0.042
Wells Fargo Bank	4,066,647.43	4,066,647.43	4,066,647.43	46.00	1	1	0.014
<b>Investments</b>	<b>8,841,132.50</b>	<b>8,841,132.50</b>	<b>8,841,132.50</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.029</b>

<b>Total Earnings</b>	<b>August 31 Month Ending</b>	<b>Fiscal Year To Date</b>
Current Year	226.01	2,339.71

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the Travis Central Appraisal District of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

Leana Mann, Director of Operations



Travis Central Appraisal Dist.  
Summary by Type  
August 31, 2021  
Grouped by Fund

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: 850 EAL Holding Corp.</b>						
Wells Fargo Bank	1	0.00	0.00	0.00	0.000	0
Subtotal	1	0.00	0.00	0.00	0.000	0
<b>Fund: General Fund</b>						
Texpool/Texpool Prime	2	4,774,485.07	4,774,485.07	54.00	0.042	1
Wells Fargo Bank	4	4,066,647.43	4,066,647.43	46.00	0.014	1
Subtotal	6	8,841,132.50	8,841,132.50	100.00	0.029	1
Total and Average	7	8,841,132.50	8,841,132.50	100.00	0.029	1

DRAFT





Travis Central Appraisal Dist.  
Fund 850 - 850 EAL Holding Corp.  
Investments by Fund  
August 31, 2021

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Wells Fargo Bank										
61442	10006	Wells Fargo Choice IV Comm Ckg	01/01/2020	0.00	0.00	0.00				1
Subtotal and Average				0.00	0.00	0.00		0.000	0.000	0
Total Investments and Average				0.00	0.00	0.00		0.000	0.000	0

DRAFT

**Fund GEN - General Fund  
Investments by Fund  
August 31, 2021**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool/Texpool Prime</b>										
900001	10000	Texpool	10/01/2019	2,352,619.49	2,352,619.49	2,352,619.49	0.022	0.021	0.022	1
900001A	10001	Texpool Prime	10/01/2019	2,421,865.58	2,421,865.58	2,421,865.58	0.062	0.060	0.061	1
<b>Subtotal and Average</b>				<b>4,774,485.07</b>	<b>4,774,485.07</b>	<b>4,774,485.07</b>		<b>0.042</b>	<b>0.042</b>	<b>1</b>
<b>Wells Fargo Bank</b>										
90401	10003	Wells Fargo Analyzed Bus Chkg+	10/01/2019	106,107.86	106,107.86	106,107.86	0.160	0.157	0.160	1
88469	10004	Wells Fargo Analyzed Bus Chkg+	10/01/2019	645.86	645.86	645.86	0.160	0.157	0.160	1
88477	10005	Wells Fargo Commercial Chkg PF	10/01/2019	0.00	0.00	0.00				1
8477	10002	Wells Fargo Stagecoach Sweep	10/01/2019	3,959,893.71	3,959,893.71	3,959,893.71	0.010	0.009	0.010	1
<b>Subtotal and Average</b>				<b>4,066,647.43</b>	<b>4,066,647.43</b>	<b>4,066,647.43</b>		<b>0.014</b>	<b>0.014</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>8,841,132.50</b>	<b>8,841,132.50</b>	<b>8,841,132.50</b>		<b>0.029</b>	<b>0.029</b>	<b>1</b>

DRAFT

Travis Central Appraisal Dist.  
Interest Earnings  
Sorted by Fund - Fund  
August 1, 2021 - August 31, 2021  
Yield on Average Book Value

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: General Fund												
900001	10000	GEN	RRP	2,352,619.49	2,352,575.17	2,352,576.60		0.022	0.022	44.32	0.00	44.32
900001A	10001	GEN	RRP	2,421,865.58	2,421,738.45	2,421,742.55		0.062	0.062	127.13	0.00	127.13
8477	10002	GEN	RR2	3,959,893.71	5,546,730.09	4,653,113.15		0.010	0.010	39.50	0.00	39.50
90401	10003	GEN	RR2	106,107.86	105,013.89	105,920.44		0.160	0.160	14.39	0.00	14.39
88469	10004	GEN	RR2	645.86	645.19	4,937.79		0.160	0.160	0.67	0.00	0.67
			Subtotal	8,841,132.50	10,426,702.89	9,538,290.54			0.028	226.01	0.00	226.01
			Total	8,841,132.50	10,426,702.89	9,538,290.54			0.028	226.01	0.00	226.01

DRAFT

# Disclosure

Meeder Public Funds, Inc., dba Patterson & Associates is a registered investment adviser with the Securities and Exchange Commission (SEC) under the Investment Advisers Act of 1940. Registration with the SEC does not imply a certain level of skill or training. The opinions expressed in this presentation are those of Meeder Public Funds, Inc. The material presented has been derived from sources considered to be reliable, but the accuracy and completeness cannot be guaranteed.

Meeder provides monthly statements for its investment management clients to provide information about the investment portfolio. The information should not be used for audit or confirmation purposes. Please review your custodial statements and report any inaccuracies or discrepancies.

Certain information and data have been supplied by unaffiliated third parties. Although Meeder believes the information is reliable, it cannot warrant the accuracy of information offered by third parties. Market value may reflect prices received from pricing vendors when current market quotations are not available. Prices may not reflect firm bids or offers and may differ from the value at which the security can be sold.

Statements may include positions from unmanaged accounts provided for reporting purposes. Unmanaged accounts are managed directly by the client and are not included in the accounts managed by the investment adviser. This information is provided as a client convenience and the investment adviser assumes no responsibility for performance of these accounts or the accuracy of the data reported.

**Investing involves risk. Past performance is no guarantee of future results. Debt and fixed income securities are subject to credit and interest rate risk. The investment return and principal value of an investment will fluctuate so that an investors shares, when redeemed, may be worth more or less than their original cost. Current performance may be lower or higher than the performance data quoted.**

Meeder Investment Management is the global brand for the Meeder group of affiliated companies. Investment advisory services are provided through Meeder Public Funds, Inc, dba Patterson & Associates. Please contact us if you would like to receive a copy of our current ADV disclosure brochure or privacy policy.

**Patterson & Associates**  
Barton Oaks Plaza  
Building II  
901 S. MoPac, Suite 195  
Austin, TX 78746  
800.817.2442

**4E**

# **CONSENT AGENDA**

# TRAVIS CENTRAL APPRAISAL DISTRICT

## BOARD OFFICERS

JAMES VALADEZ  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
THERESA BASTIAN  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

## BOARD MEMBERS

TOM BUCKLE  
DEBORAH CARTWRIGHT  
NICOLE CONLEY  
BRUCE ELFANT  
ANTHONY NGUYEN  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

TO: Travis Central Appraisal District  
Board of Directors

FROM: Leana H. Mann  
Deputy Chief of Operations

DATE: December 13, 2021

RE: Item No. 4E- Budget Line Item Transfers

---

I would like to request that the Board of Directors make the following line item transfers to the 2021 budget as presented on the following page. The line item transfers do not require any additional funds from the taxing jurisdictions as the transfers do not affect the overall dollar amount of the budget.

Respectfully submitted,

A handwritten signature in black ink that reads "Leana H. Mann".

Leana H. Mann, CGFO  
Deputy Chief of Operations

DRAFT

Increases			Decreases		
GL Code	GL Description	Amount	GL Code	GL Description	Amount
40107	Overtime	26,000	40100	ARB Per Diem Payments	(1,035)
40110	Medicare	3,000	40101	Salaries	(372,100)
40113	Dental Insurance	37,000	40108	Seasonal & Temporary	(18,500)
40115	Disability Insurance	18,800	40111	Retirement	(13,000)
40117	Workers' Compensation Fees	10,000	40112	Health Insurance	(489,000)
40127	Deferred Compensation	7,000	40128	Retirement Contribution (401(a))	(40,000)
40213	Postage & Freight- Special Services	81,000	40129	Retiree Healthcare	(20,000)
40222	Operating Supplies- Equipment	28,000	40210	Printing	(14,850)
40223	Operating Supplies- Software	42,000	40211	Paper	(25,000)
40231	Books, Publications, Subscriptions & Data	29,365	40212	Postage & Freight	(100,000)
40340	Advertising & Legal Notices	18,000	40220	Operating Supplies	(44,480)
40410	Utilities	3,000	40330	Training & Education	(23,950)
40420	Telephone	282,000	40440	Internet	(38,000)
40510	Legal & Attorney Fees	838,651	40514	Legal Fees- Expert Witness	(500,000)
40513	Arbitration Refunds	22,912	40530	Appraisal Services	(35,000)
40540	Professional Services	34,000	40542	Professional Services- Payroll	(25,000)
40710	Property Insurance	3,500	40610	Rental- Office Machines	(15,000)
40720	Liability Insurance	250	40620	Hardware/Equipment Maintenance	(70,000)
40730	Security Services	30,000	40630	Building Maintenance	(18,000)
40910	Capital Equipment	378,437	40631	Building Cleaning Service	(20,000)
		<u>\$ 1,892,915</u>	40640	Software Maintenance	(10,000)
					<u>\$ (1,892,915)</u>

DRAFT

**4F**

# **CONSENT AGENDA**



<b>Personnel Changes:</b>				
<b>Name</b>	<b>Action</b>	<b>Date</b>	<b>Job Title</b>	<b>Division</b>
Rolando Chavarria	New Hire	09/20/2021	Network Engineer	IT
Davina Rolland	New Hire	10/07/2021	Exec Admin Assistant	Admin
Collin Webb	New Hire	10/25/2021	Residential Appraiser	Residential
Debbie Horn	Retirement	11/05/2021	Sr. BPP Appraiser	Commercial
Noelia Rosario Nunez	New Hire	11/08/2021	Clerk	Appraisal Support
Doni Alexander	New Hire	11/22/2021	CSR	Customer Service
Vu Tran	Separation	12/03/2021	Data Analyst	IT

**Current Openings:**

<b>Job Posting#</b>	<b>Date Posted</b>	<b>Position</b>	<b>Division</b>	<b># of Positions</b>
2020145301-06	01/07/2020	Appraiser	Residential Appraisal	3
Temp Service	01/15/2021	CSR	Customer Service	2
Temp Service	06/11/2021	Clerk	Appraisal Support	3
2021-143200	11/05/2021	BPP Appraiser	Commercial	1

# REGULAR AGENDA

**5A**

**REGULAR AGENDA**

# TRAVIS APPRIASAL REVIEW BOARD

## 2021 TAX YEAR REVIEW

DECEMBER 15, 2021

TOM KING - CHAIR

- 2022 OFFICERS APPOINTED BY JUDGE MEACHUM
  - CHAIR – CRAIG PHIFER
  - SECRETARY – KENDALL KELLY
- 2022 OFFICER REAPPOINTED BY VOTE OF THE TARB MEMBERS
  - VICE-CHAIR – TERRY GAINES
- CERTIFICATION ACCOMPLISHED JULY 19, 2021 @ 91.28%
  - A LOT OF HARD WORK BY THE APPRAISAL DISTRICT – APPRAISAL REVIEW BOARD – AGENTS
  - AGENTS REPRESENT 81% OF ALL PROTESTS FILED IN 2021. COLLABORATIVELY WORKING TOGETHER, THE 3 “As” – APPRAISAL DISTRICT (AD) – APPRAISAL REVIEW BOARD (ARB) – AGENTS (AG) USED ALL THREE WAYS TO SETTLE A PROPERTY VALUE APPEAL
  - INFORMAL SETTELEMENT AGREEMENTS – **32,000** - PROTESTS SETTLED BETWEEN APPRAISAL DISTRICT AND AN AGENT OR OWNER
  - 41.47(F) JOINT MOTION (TOP LINE) AGREEMENTS – **63,600** – BETWEEN THE APPRAISAL DISTRICT AND AGENTS – APPROVED BY THE TARB. **Value \$98 BILLION**
  - FORMAL ARB HEARINGS – 36,000 – BOTH IN PERSON AND REMOTE WITH AGENTS OR OWNERS
    - 300 - FEBRUARY
    - 34,000 - JUNE- SEPTEMBER 3<sup>RD</sup>
    - 1,700 - WEEK OF OCT. 25<sup>TH</sup> (AFFIDAVITS & RESCHEDULED)
    - COMPLETED ALL TIMELY FILED PROTESTS EXCEPT 178
- 2021 BUDGET
  - PROBABLY END UP \$100,000 TO \$120,000 UNDER TOTAL BUDGET

**5B**

**REGULAR AGENDA**

# TRAVIS APPRAISAL REVIEW BOARD RECRUITMENT REPORT

Goal 100 new ARB members\*

Results 99 applications received  
69 potential new members  
30 potential returning members

\*TCAD has planned for a second round of recruitment to occur in March 2022.

## Spending

Avenue	Total Cost	Recruits**	Cost Per Recruit
Austin American Statesman	\$5,600	12	\$466.67
KUT Radio	\$18,900	36	\$525
Indeed	\$0	3	\$0
Facebook	\$30	3	\$10
Nextdoor	\$264.40	3	\$88.13
Word of Mouth	\$0	24	\$0

\*\*Self-reported in applications

DRAFT

**5C**

**REGULAR AGENDA**



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

5/28/2021

Leana Mann  
Travis Central Appraisal District  
8314 Cross Park Drive  
Austin, TX 78754

Dear Leana Mann:

Your government should have recently received electronic correspondence that your 2019 comprehensive annual financial report qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. To commemorate that achievement, enclosed is a medallion which can be added to your existing plaque as a testament to the government's commitment to producing annual reports that evidence the spirit of full disclosure and transparency.

This special Triple Crown medallion recognizes that your government received all three GFOA awards (the Certificate of Achievement for Excellence in Financial Reporting Award, Distinguished Budget Presentation Award, and the Popular Annual Financial Reporting Award) for FYE 2019.

Congratulations again.

Sincerely,

A handwritten signature in cursive script that reads "Michele Mark Levine".

Michele Mark Levine  
Director, Technical Services Center



**5D**

**REGULAR AGENDA**

# TRAVIS CENTRAL APPRAISAL DISTRICT

**BOARD OFFICERS**

JAMES VALADEZ  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
THERESA BASTIAN  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

**BOARD MEMBERS**

TOM BUCKLE  
DEBORAH CARTWRIGHT  
NICOLE CONLEY  
BRUCE ELFANT  
ANTHONY NGUYEN  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

TO: Travis Central Appraisal District  
Board of Directors

FROM: Leana H. Mann  
Deputy Chief of Operations

DATE: December 9, 2021

RE: Item No. 5D- Purchase of Field Devices

The District postponed the purchase of new field devices until our move to our new CAMA system. iPad field devices were last purchased in 2016 and are past their asset end of life. The district is requesting a purchase of 75 iPad Pro, 11 inch Screen, 256GB from AT&T.

	<u>AT&amp;T</u>	<u>Apple, Inc.</u>	<u>Verizon</u>
Cost per Item	\$ 1,024.99	\$ 1,099.99	\$ 1,099.99
Bill Credit per Device	\$ (50.00)	\$ -	\$ -
Final Cost per Item	\$ 974.99	\$ 1,099.99	\$ 1,099.99
Quantity to Purchase	75	75	75
	<u>\$ 73,124.25</u>	<u>\$ 82,499.25</u>	<u>\$ 82,499.25</u>

The District has \$36,000 in the 2021 budget for the iPad replacement. We are requesting the additional \$37,124.25 be transferred from the Reserve for Computer Equipment & Replacement.

	<u>Current Balance</u>	<u>Transfer to General Fund</u>	<u>EOY Balance</u>
Reserve for Computer Equipment	\$ 150,000.00	\$ 37,124.25	\$ 112,875.75

Respectfully submitted,

Leana H. Mann, CGFO  
Deputy Chief of Operations

**5E**

**REGULAR AGENDA**

# TRAVIS CENTRAL APPRAISAL DISTRICT

## BOARD OFFICERS

JAMES VALADEZ  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
THERESA BASTIAN  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

## BOARD MEMBERS

TOM BUCKLE  
DEBORAH CARTWRIGHT  
NICOLE CONLEY  
BRUCE ELFANT  
ANTHONY NGUYEN  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

TO: Travis Central Appraisal District  
Board of Directors

FROM: Leana H. Mann  
Deputy Chief of Operations

DATE: December 9, 2021

RE: Item No. 5E- Purchase Request for Audio Visual & Video Conferencing Equipment

During the renovation of the District's offices, the audio visual and video conferencing solutions were cut from the project so that we remained in budget. With board meetings going back to in-person meetings, we would like to implement the audio-visual solution proposed during our renovation period. The solution would provide a seamless way for board meetings to be viewed online similar to what is used during commissioner's court. We would also like to equip the fourth-floor conference room with the video conferencing solution that was proposed during the renovation period. Video conferencing during the pandemic has proved to be an efficient way to meet with vendors and contractors, and we expect video conferencing to continue and be more widely used in the future. Additionally, we have included an option cost to equip our third-floor training rooms with audio-visual components so that future trainings can be hosted in-house.

The District requests the purchase approval of the audio visual and video conferencing solution with a not to exceed amount of \$210,000.

<u>Location</u>	<u>Total Cost</u>
Board Room- Video	\$ 43,431.44
Board Room- Audio	\$ 28,690.28
Admin Conference Room	\$ 35,330.65
Training Rooms- 3rd Floor	\$ 92,711.63
One Year Service Assurance Plan	\$ 9,836.00
<b><i>Proposed Total</i></b>	<b><u>\$ 210,000.00</u></b>

Respectfully submitted,

A handwritten signature in black ink that reads "Leana H. Mann".

Leana H. Mann, CGFO  
Deputy Chief of Operations

**5F**

**REGULAR AGENDA**

# TRAVIS CENTRAL APPRAISAL DISTRICT

## BOARD OFFICERS

JAMES VALADEZ  
CHAIRPERSON  
BRUCE GRUBE  
VICE CHAIRPERSON  
THERESA BASTIAN  
SECRETARY/TREASURER



MARYA CRIGLER  
CHIEF APPRAISER

## BOARD MEMBERS

TOM BUCKLE  
DEBORAH CARTWRIGHT  
NICOLE CONLEY  
BRUCE ELFANT  
ANTHONY NGUYEN  
FELIPE ULLOA  
BLANCA ZAMORA-GARCIA

TO: Travis Central Appraisal District  
Board of Directors

FROM: Leana H. Mann  
Deputy Chief of Operations

DATE: December 9, 2021

RE: Item No. 5F- Renewal of Deed Processing Automation Contract

In 2020, the District contract with Just Appraised, Inc. to automate deed processing. Just Appraised, Inc. developed a system that uses AI and OCR text recognition to read deeds filed at the county clerk's office and push that information through an API handshake back into the District CAMA system. The automation of the deed process has reduced processing time by 1/3 and has allowed the District staff to process the increase in deed transactions seen in Travis County over the past two-years.

The District proposes renewing the contract with Just Appraised, Inc. for an additional one-year term at a cost of \$79,800.

Monthly Cost	\$ 6,650.00
<b>Annual Cost for 2022</b>	<b>\$ 79,800.00</b>

Respectfully submitted,

A handwritten signature in black ink that reads "Leana H. Mann".

Leana H. Mann, CGFO  
Deputy Chief of Operations

**5G**

**REGULAR AGENDA**



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

December 6, 2021

Board of Directors  
Travis Central Appraisal District  
P.O. Box 149012  
Austin, TX 78714-9012

Via EMAIL and FIRST-CLASS MAIL

In Re: 2020 Property Value Study Invalid Findings

Dear Board Members:

Government Code Section 403.302(k) requires the Texas Comptroller of Public Accounts to notify you that the school districts listed below received an invalid finding in the 2020 Property Value Study.

Some invalid school districts are eligible for the statutory grace period provided by Government Code Section 403.302(l), under which our office certifies local value to the Texas Education Agency for school funding purposes for up to two years. We have indicated whether each invalid school district received state or local value and, if applicable, which year of the grace period the school district is entering.

If any school district is invalid for three consecutive years, our office must conduct an additional review of the appraisal district under the Methods and Assistance Program (MAP) in the form of a Targeted MAP review. We have indicated the number of consecutive year(s) each ISD has been invalid.

<u>School District</u>	<u>State or Local Value</u>	<u>Consecutive Year</u>
Eanes ISD	Local - Year 1 Grace	First
Lago Vista ISD	Local - Year 1 Grace	First
Lake Travis ISD	Local - Year 1 Grace	First
Leander ISD	Local - Year 1 Grace	First
Marble Falls ISD	State	First
Round Rock ISD	Local - Year 1 Grace	First

Government Code Section 403.302(k) also requires the appraisal district board of directors to hold a public meeting to discuss receipt of this notice.

Contact our office at [ptad.cpa@cpa.texas.gov](mailto:ptad.cpa@cpa.texas.gov) or 800-252-9121 (press 2) with any questions or concerns.

Sincerely,

  
Shannon Murphy, Director  
Property Tax Assistance Division

cc: Marya Crigler, Chief Appraiser



FILED  
304-21-3325  
10/13/2021 2:25 PM  
STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Jessie Harbin, CLERK



ACCEPTED  
304-21-3325  
10/13/2021 2:27 PM  
STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Jessie Harbin, CLERK

# State Office of Administrative Hearings

Kristofer S. Monson  
Chief Administrative Law Judge

**October 13, 2021**

The Honorable Glenn Hegar  
Comptroller of Public Accounts  
LBJ Building  
111 E. 17<sup>th</sup> Street, 1<sup>st</sup> Floor  
Austin, TX 78701

**VIA E-FILE TEXAS**

**RE: SOAH Docket Nos. 304-21-3325.PVS; 304-21-3326.PVS; 304-21-3327.PVS; 304-21-3328.PVS; 304-21-3329.PVS & 304-21-3333.PVS; In re: 2020 Property Value Study Protest by Travis County Appraisal District for Lago Vista Independent School District; Eanes Independent School District; Lake Travis Independent School District; Leander Independent School District; Marble Falls Independent School District & Round Rock Independent School District**

Dear Comptroller Hegar:

Please find attached a Proposal for Decision in this case. It contains my recommendation and underlying rationale. Exceptions may be filed by a party to the protest in accordance with 34 Texas Administrative Code § 9.4309(f) within 7 calendar days after the date the Proposal for Decision was sent. Replies to exceptions may be filed within 7 calendar days after the date the exceptions are filed. Exceptions are to be filed with the Comptroller's Special Counsel for Tax Hearings.

Sincerely,

  
Matt Jones  
Administrative Law Judge

MJ/lc  
Attachment

**SOAH Docket Nos. 304-21-3325.PVS et al**  
**Proposal for Decision**  
**October 13, 2021**  
**Page 2 of 2**

xc: Korry Castillo, Director, Property Tax Assistance Division, Central Services Building, 1711 San Jacinto, 3<sup>rd</sup> Floor, Austin, TX 78701 – **VIA E-FILE TEXAS**  
Kari Honea, Special Counsel, Administrative Law Division, Comptroller of Public Accounts, P.O. Box 13528, Austin, TX 78711-3528 – **VIA E-FILE TEXAS**  
Kristina Vudhiwat, CPA, Property Tax Assistance Division, 1711 San Jacinto Blvd., 3<sup>rd</sup> Floor, Austin, TX 78701 – **VIA E-FILE TEXAS**  
Dustin Banks, TCAD In-House Counsel, Travis Central Appraisal District, 850 East Anderson Lane, Austin, TX 78752 – **VIA E-FILE TEXAS**  
Michael Navarre, Beatty Navarre Strama, PC, 901 S. Mopac Expwy, Bldg. 1, Suite 200, Austin, TX 78746 – **VIA E-FILE TEXAS**

**DRAFT**

**SOAH DOCKET NO. 304-21-3325.PVS**

**2020 PROPERTY VALUE STUDY  
PROTEST**

§  
§  
§  
§  
§  
§  
§  
§

**BEFORE THE STATE OFFICE**

**PROTESTING PARTY:  
TRAVIS COUNTY APPRAISAL  
DISTRICT FOR  
LAGO VISTA INDEPENDENT SCHOOL  
DISTRICT**

**OF**

**ADMINISTRATIVE HEARINGS**

**SOAH DOCKET NO. 304-21-3326.PVS**

**2020 PROPERTY VALUE STUDY  
PROTEST**

§  
§  
§  
§  
§  
§  
§  
§

**BEFORE THE STATE OFFICE**

**PROTESTING PARTY:  
TRAVIS COUNTY APPRAISAL  
DISTRICT FOR  
EANES INDEPENDENT SCHOOL  
DISTRICT**

**OF**

**ADMINISTRATIVE HEARINGS**

**SOAH DOCKET NO. 304-21-3327.PVS**

**2020 PROPERTY VALUE STUDY  
PROTEST**

§  
§  
§  
§  
§  
§  
§  
§

**BEFORE THE STATE OFFICE**

**PROTESTING PARTY:  
TRAVIS COUNTY APPRAISAL  
DISTRICT FOR  
LAKE TRAVIS INDEPENDENT SCHOOL  
DISTRICT**

**OF**

**ADMINISTRATIVE HEARINGS**

**SOAH DOCKET NO. 304-21-3328.PVS**

**2020 PROPERTY VALUE STUDY  
PROTEST**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**BEFORE THE STATE OFFICE**

**PROTESTING PARTY:  
TRAVIS COUNTY APPRAISAL  
DISTRICT FOR  
LEANDER INDEPENDENT SCHOOL  
DISTRICT**

**OF**

**ADMINISTRATIVE HEARINGS**

**SOAH DOCKET NO. 304-21-3329.PVS**

**2020 PROPERTY VALUE STUDY  
PROTEST**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**BEFORE THE STATE OFFICE**

**PROTESTING PARTY:  
TRAVIS COUNTY APPRAISAL  
DISTRICT FOR  
MARBLE FALLS INDEPENDENT  
SCHOOL DISTRICT**

**OF**

**ADMINISTRATIVE HEARINGS**

**SOAH DOCKET NO. 304-21-3333.PVS**

**2020 PROPERTY VALUE STUDY  
PROTEST**

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

**BEFORE THE STATE OFFICE**

**PROTESTING PARTY:  
TRAVIS COUNTY APPRAISAL  
DISTRICT FOR  
ROUND ROCK INDEPENDENT SCHOOL  
DISTRICT**

**OF**

**ADMINISTRATIVE HEARINGS**

## PROPOSAL FOR DECISION

The Travis County Appraisal District (TCAD) protested the preliminary findings by the Property Tax Assistance Division (PTAD) of the Texas Comptroller of Public Accounts (Comptroller) in the 2020 Property Value Studies (PVS) for each Petitioner. Petitioners urged 88 combined objections. For all objections, Petitioners contend PTAD failed to establish taxable value. For all but one objection, Petitioners also argue PTAD failed to account for Appraisal Review Board (ARB) Orders limiting TCAD's ability to tax the full value of the properties. PTAD argues its evidence establishes the value of the properties at issue, it does not account for ARB Orders from previous years, and Petitioners' relief is limited to the values asserted in their petitions.

In this Proposal for Decision (PFD), the Administrative Law Judge (ALJ) finds PTAD established by a preponderance of the evidence the value that it assigned each property. The ALJ recommends sustaining Petitioners' objections by adjusting the assigned value to each property to account for 2019 ARB Orders. However, the relief afforded to Petitioners is limited to the values they asserted in their respective petitions.

### I. PROCEDURAL HISTORY, NOTICE, AND JURISDICTION

On August 20, 2021, PTAD referred the cases to the State Office of Administrative Hearings (SOAH), and on August 23, 2021, filed a motion to join the cases. On September 1, 2021, ALJ Matt Jones issued Order No. 1, joining the cases. On September 2, 2021, PTAD issued Notices of Hearing to Petitioners. The oral hearing convened via videoconference on September 16, 2021. Petitioners were represented by Michael Navarre of Beatty, Navarre, Strama, P.C. PTAD was represented by Christina Vudhiwat. The record closed September 24, 2021.

The recommendations in this PFD are made under the authority of Texas Government Code, chapters 403 and 2003, and 34 Texas Administrative Code § 9.4301 *et seq.* The Texas

Administrative Procedures Act, the Texas Rules of Procedure, the Texas Rules of Evidence, and SOAH procedural rules do not apply to PVS protest hearings. *See* 34 Tex. Admin. Code § 9.4302(a). However, evidentiary principles addressed in the Texas Rules of Evidence may be considered by the ALJ as an advisory tool in making evidentiary determinations. *See id.*

## II. REASONS FOR DECISION

### A. Evidence Presented

TCAD presented the testimony of Marya Crigler, chief appraiser for Travis County; and Joshua Wood IV, certified general real estate appraiser. For each case, TCAD also offered the following exhibits into evidence:

1. July 16, 2021 TCAD Request for a Hearing;
2. Comptroller's Appraisal Review Board Manual 2021;
3. 2019 Field Appraiser's Procedure Manual;
4. 2021 Field Appraiser's Procedure Manual;
5. The Appraisal of Real Estate, 15th Edition (Excerpts);
6. Neighborhood Map of Travis County;
7. May 8, 2019 Cease & Desist Letter from ABOR and ACTRIS;
8. May 8, 2019 Email from ABOR & ACTRIS;
9. December 12, 2019 ABOR Announcement;
10. February 2, 2020 Email from PTAD to TCAD;
11. February 10, 2020 Email from PTAD to TCAD;
12. February 26, 2010 Letter from PTAD to TCAD;
13. 2020 Valuation - Impact of Market Data on Appraised Values and the Property Value Study;
14. What is a Zestimate Zillow's Zestimate Accuracy Zillow;
15. Zillow Terms of Use;
16. Application of Section 23.01(e) on Property Value Study;
17. H.B. 1313 Bill Analysis;
18. H.B. 1313 Excerpts from Committee Testimony;
19. Texas Tax Code § 23.01;
20. Texas Government Code § 403.302; and
21. Maps.

PTAD objected to these exhibits because they were not previously provided. The ALJ sustained the objection for Exhibit Nos. 1-6 and 18-21. The remaining exhibits are admitted into the record.

Additionally, on behalf of each Petitioner, TCAD offered the Final Protest Form Before Informal Conference, schedules of disputed values, and the evidence offered by PTAD for each Independent School District (ISD). PTAD objected to the schedules of disputed values because it included properties for which the parties previously settled their disputes. The ALJ sustained the objection and admitted the other exhibits.

PTAD presented the testimony of Lorraine Miller and Casey Bean, supervisors of field studies. For each case, it offered TCAD's witness list, TCAD's evidence, PTAD's evidence, and The Field Appraisers' Procedures Manual. TCAD objected to the website printouts contained within the exhibits. For example, PTAD submitted printouts from Zillow and Redfin showing sales prices of properties at issue. The ALJ overruled the objection and admitted the exhibits.

After the first exchange of evidence, PTAD offered the following rebuttal exhibits:

1. Eanes ISD Petition Part B;
2. Lago Vista ISD Category A Petition Part B;
3. Lago Vista ISD Category C Petition Part B;
4. Lake Travis ISD Category A Petition Part B;
5. Lake Travis ISD Category C Petition Part B;
6. Leander ISD Category A Petition Part B;
7. Leander ISD Category C Petition Part B;
8. Marble Falls ISD Category A Petition Part B;
9. Round Rock ISD Category A Petition Part B;
10. Texas Government Code § 403.301;
11. Texas Government Code § 403.3011;
12. Texas Government Code § 403.302;
13. Texas Government Code § 403.303;
14. Texas Tax Code § 23.01 (before and after January 1, 2020);
15. H.B. 1568 H2 Amendment 1 MP4 file;
16. H.B. 1568 H3 Amendment 1 MP4 file;
17. H.B. 1568 House Committee Report;
18. H.B. 1568 House 2nd Reading Amendment 1;

19. H.B. 1568 House 3rd Reading Amendment 1;
20. H.B. 1568 Engrossed;
21. TCAD Board of Directors Meeting Materials March 5, 2020; and
22. 34 Texas Administrative Code Subchapter L.

TCAD objected to all 22 PTAD rebuttal exhibits for being untimely produced, rebuttal Exhibit Nos. 15-21 as irrelevant, and rebuttal Exhibit No. 21 for being hearsay. The ALJ overruled each objection and admitted the exhibits.

## **B. Background**

Petitioners are ISDs located within TCAD. PTAD performed an appraisal of each Petitioner for the annual PVS required by Texas Government Code § 403.302. In performing the 2020 PVS studies at issue and relevant to this case, PTAD made value determinations for samples of single-family residential real property (Property Category A) located within the ISDs. PTAD obtained current-year sales information from websites such as Zillow and Redfin to determine the properties' value. It also made value determinations of vacant lands (Property Category C1) either by using the same method or by using sales information of comparable properties and adjusting for each properties' unique characteristics.

On behalf of each Petitioner, TCAD filed a petition protesting certain items in their respective 2020 PVS study, and those protests are addressed in this joined hearing. For all 88 properties at issue, TCAD argues PTAD failed to prove its value by a preponderance of the evidence. TCAD also made 87 objections arguing PTAD failed to properly account for 2019 ARB Orders in determining taxable value.

## **C. Issues, Analysis, and Recommendation**

At least once every two years, PTAD conducts a ratio study, the PVS, to determine the total taxable value of all property in each school district. *See* Tex. Gov't Code § 403.303(b). PTAD appraised the properties at issue as part of an overall property sample that provides an indication



of appraisal level and uniformity for the PVS. *See id.* § 403.302. The value is compared to the local value set by the appraisal district, and a ratio is created. The ratio is used as part of the taxable value calculation for school districts and as part of the calculation of performance measures for appraisal districts.

A school district or a property owner whose property is included in the PVS and whose tax liability on the property is \$100,000 or more may protest PTAD's findings by filing a petition. *See id.* § 403.303(a). If, after informal conference, the disputed issues are not resolved, the petitioner may request a hearing before a SOAH ALJ. 34 Tex. Admin. Code § 9.4311(g). At the contested case hearing, PTAD has the burden to prove the accuracy of the findings. Tex. Gov't Code § 403.303(b); 34 Tex. Admin. Code § 9.4314(b).

Sampling is the foundation on which the PVS study is built. *See Field Appraiser's Procedures Manual*, Comptroller Publication 96-1710 (October 2019) (Manual), p. 27. Sales included in a sample must be market transactions. 34 Tex. Admin. Code § 9.101(g)(6)(D)(iv). Market transactions are consistent with the definition of market value found in Texas Tax Code § 1.04(7): the price at which a property would transfer for cash or its equivalent under prevailing market conditions if: (A) exposed for sale in the open market with a reasonable time for the seller to find a purchaser; (B) both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and (C) both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other. *See* Tex. Tax Code § 1.04(7). For the purposes of that section, the term "price" means the most probable price. 34 Tex. Admin. Code § 9.101(g)(6)(D)(iv).

As provided in the International Association of Assessing Officers' Standard on Ratio Studies, transactions that may be non-arm's-length sales should be clearly identified and used only if it can be established that they are consistent with the definition of market value. If an appraiser questions whether a transaction selected for use in the study is a market sale, the appraiser should obtain sales agreements, closing statements, statements from parties to the transaction, deed

records that disclose full consideration, or other evidence sufficient to determine whether the transaction is a market transaction. *Id.* § 9.101(g)(6)(D)(v). A sale is considered verified when the appraiser has the documentation necessary to ensure that a sale meets the definition of a market value transaction. *See Manual*, p. 7.

The research and collection of all available and relevant market data in each ISD for each property category is the crucial part of the field appraiser's work. *See Manual*, p. 5. Any one of the following items provide appraisers some level of confirmation of the sale price or sale verification: publication of the sale price for the subject property in MLS, CoStar, or other comparable reporting service; MLS or CoStar electronic exports; closing statement or documented notes from a closing statement; sales confirmation/verification letter signed by the grant or grantee; copy of the page in a fee appraisal showing that the sale was used as a comparable as long as it includes all relevant information about the property and the transaction terms; oral confirmation received from one of the parties to the transaction (include the name, date, and phone number of the person contacted); a copy of the recording instrument showing full consideration, or a copy of the recording instrument showing grantor, grantee, the amount of down payment, and the length and terms of the note, including the note amount; and online real estate database verifications including but not limited to: Zillow, Redfin, Trulia, Realtor.com, Opendoor, etc. *See id.*, p. 7- 8.

If there are enough verified sales in an ISD, the entire sample will consist of sales. *See Manual*, p. 5. However, to the extent there is not enough verified sales to meet the required sample size for each stratum or property category, appraisals of local property are performed to determine market value and ensure the study develops competent evidence of the value of all property in the school district, both sold and unsold. *See* 34 Tex. Admin. Code § 9.101(g)(6)(E); *see also Manual*, p. 13.

The following guidelines govern the use of appraisals: appraisal samples shall be selected randomly if practicable; appraisals shall be conducted using generally accepted appraisal practices, and the Comptroller shall prepare written procedures as needed to conduct appraisals; supervisory staff shall selectively test appraisals to ensure the consistency and accuracy of data throughout the

state; appraisers should physically inspect each property appraised and if the property cannot be physically inspected, the appraiser may use appraisal cards, aerial photographs, soil maps, and other relevant information in performing appraisals. *See* 34 Tex. Admin. Code § 9.101(g)(6)(E)(i-iii). In appraising a particular property, the appraiser may not consider the value placed on that property by the appraisal district. *See id.* § 9.101(g)(6)(E)(iv). The market value estimate for a particular property account must include the value of all property associated with that account, e.g., multiple improvements, paving, outbuildings, signs, business vehicles, additional lots, etc. *Id.* § 9.101(g)(6)(E)(v).

### **Market Value**

The Comptroller shall conduct a study using comparable sales and generally accepted auditing and sampling techniques to determine the total taxable value of all property in each school district. “Taxable value” is defined as market value with some deductions, discussed below. Tex. Tax Code § 403.302(d)(9).

Thus, the threshold inquiry is the market value of the properties at issue. PTAD carries the burden to show, by a preponderance of the evidence, the accuracy of the market value it assigned each property.

In this case, the values of the properties at issue were determined using MLS sales data obtained through third-party websites. The properties at issue that did not have sales data were appraised using comparable sales with appropriate adjustments. The ALJ finds that PTAD met its burden to show the accuracy of its market value findings.

### **Taxable Value**

The next step in the analysis is to determine taxable value. One of the deductions from market value that must be made to calculate taxable value is “a portion of the market value of

property not otherwise fully taxable by the district at market value because of action required by statute or the constitution of this state..." *Id.*

TCAD argues this applies to the 2019 ARB Orders for 87 of the properties at issue. Texas Tax Code § 23.01(e) states:

If the appraised value of property in a tax year is lowered under Subtitle F, the appraised value of the property as finally determined under that subtitle is considered to be the appraised value of the property for that tax year. In the next tax year in which the property is appraised, the chief appraiser may not increase the appraised value of the property unless the increase by the chief appraiser is reasonably supported by clear and convincing evidence when all of the reliable and probative evidence in the record is considered as a whole.

Thus, the 2019 ARB Orders dictate the 2020 value TCAD can tax the properties at, unless TCAD has clear and convincing evidence of an increase in value. According to TCAD, PTAD must reduce the market value it assigned to the properties because TCAD could not fully tax these properties in 2020. PTAD argues it does use prior years' ARB Orders to reduce market value.

When reading statutes, our goal is to ascertain and give effect to the Legislature's intent. *See Tex. Mut. Ins. Co. v. Ruttiger*, 381 S.W.3d 430, 452 (Tex. 2012) (citing *F.F.P. Operating Partners, L.P. v. Duenez*, 237 S.W.3d 680, 683 (Tex. 2007)). PTAD contends the Legislature considered a bill that would have codified TCAD's interpretation of the statute. It argues the Legislature's failure to pass the bill shows the Legislature's intent is for the statute to be read as PTAD asserts. The ALJ disagrees.

Intent is drawn from the plain meaning of the words chosen by the Legislature when it is possible to do so, using any statutory definitions provided. *See Ruttiger*, 381 S.W.3d at 452. "In addition, a bill's failure to pass sheds no light because, as even casual Capitol observers know, bills fall short for countless reasons, many of them 'wholly unrelated' to the bill's substantive

merits or ‘to the Legislature’s view of what the original statute does or does not mean.’” *Entergy Gulf States, Inc. v. Summers*, 282 S.W.3d 433, 470 (Tex. 2009).

TCAD sends its appraisals out in April for the previous year’s January 1 property value. PTAD takes an additional eight months and sends its appraisals out in January the following year. In this case, PTAD used MLS sales data obtained from third-party websites such as Zillow and Redfin. TCAD was precluded from using MLS data obtained from any source. In addition, there was no evidence or argument that TCAD had clear and convincing evidence to raise the 2020 values of the properties at issue beyond the 2019 ARB Orders.

The ALJ finds Texas Tax Code § 23.01(e) precluded TCAD from taxing the entire market value. Therefore, Texas Government Code § 403.302(d)(9) requires PTAD to reduce the market value accordingly to arrive at taxable value.

### **Relief Afforded Petitioners**

Petitioners submitted their petitions asserting the correct value is a proportional reduction of PTAD’s value. For example, if TCAD valued a property at \$1 million in 2019 but a 2019 ARB Order set the value at \$900,000, TCAD requested a 10% reduction in PTAD’s market value. This method is consistent with reductions PTAD makes for current-year ARB Orders.

At the hearing and in its post-hearing briefs, TCAD argued the values in its petitions amounted to settlement offers. Instead, according to TCAD, the taxable values should be frozen at the 2019 taxable values because TCAD could not tax beyond the 2019 ARB Orders’ values. The ALJ agrees this is the correct interpretation of the statute.

However, to protest the Comptroller's findings, Petitioners must identify inaccuracies in value determinations made by the division while arriving at a value for a property. *See* 34 Tex. Administrative Code § 9.4308(b)(3). On Part B of the petition, for each objection listed, the petitioner shall state the following: the valued claimed by petitioner to be correct. *Id.*

Because the petitions contain TCAD's proposed values, it cannot later argue for a lower value. Therefore, the ALJ recommends adjusting the values of the 87 properties with 2019 ARB Orders, accounting for those ARB Orders, and setting the values at the amounts contained in TCAD's petitions.

**SIGNED October 13, 2021.**

  
MATT JONES  
ADMINISTRATIVE LAW JUDGE  
STATE OFFICE OF ADMINISTRATIVE HEARINGS

**DRAFT**



**GLENN HEGAR** TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

P.O. Box 13528 • Austin, TX 78711-3528

November 15, 2021

*Via US Mail*

Mr. Michael Navarre  
Beatty Navarre Strama, PC  
901 S. Mopac Expwy, Bldg. 1, Ste. 200  
Austin, TX 78746

RE: 2020 Property Value Study  
SOAH Docket Nos. 304-21-3325.PVS; 304-21-3326.PVS; 304-21-3327.PVS; 304-21-3328.PVS; 304-21-3329.PVS; 304-21-3333.PVS  
Protesting Parties: Travis Central Appraisal District on behalf of Lago Vista ISD; Eanes ISD; Lake Travis ISD; Leander ISD; Marble Falls ISD and Round Rock ISD

Dear Mr. Navarre:

The final Comptroller's Decision for the above referenced cases is enclosed.

If you have any questions, please contact Cristina Vudhiwat at 512- 463-3148 or toll free at 800-252-9121.

Sincerely,

*Kari Honea*

Kari Honea  
Special Counsel for Tax Hearings  
Facsimile No.: (512) 936-6190  
Email: [SpecialCounsel.Filings@cpa.texas.gov](mailto:SpecialCounsel.Filings@cpa.texas.gov)

cc: Shannon Murphy, Property Tax Assistance Division  
State Office of Administrative Hearings, electronic upload<sup>1</sup>

<sup>1</sup>See 1 Tex. Admin. Code § 155.101(b) (Filing Documents)

**SOAH DOCKET NO. 304-21-3325.PVS**

RE: 2020 PROPERTY VALUE STUDY  
PROTEST

PROTEST OF: TRAVIS CENTRAL  
APPRAISAL DISTRICT ON BEHALF OF  
LAGO VISTA ISD; EANES ISD; LAKE  
TRAVIS ISD; LEANDER ISD; MARBLE  
FALLS ISD AND ROUND ROCK

§ BEFORE THE COMPTROLLER  
§ OF PUBLIC ACCOUNTS  
§ OF THE STATE OF TEXAS  
§  
§ GLENN HEGAR  
§ Texas Comptroller of Public Accounts  
§  
§ CRISTINA VUDHIWAT  
§ Representing Property Tax Assistance Division  
§  
§ MICHAEL NAVARRE  
§ Representing Petitioner

**SOAH DOCKET NO. 304-21-3326.PVS**

RE: 2020 PROPERTY VALUE STUDY  
PROTEST

PROTEST OF: TRAVIS CENTRAL  
APPRAISAL DISTRICT ON BEHALF OF  
LAGO VISTA ISD; EANES ISD; LAKE  
TRAVIS ISD; LEANDER ISD; MARBLE  
FALLS ISD AND ROUND ROCK

§ BEFORE THE COMPTROLLER  
§ OF PUBLIC ACCOUNTS  
§ OF THE STATE OF TEXAS  
§  
§ GLENN HEGAR  
§ Texas Comptroller of Public Accounts  
§  
§ CRISTINA VUDHIWAT  
§ Representing Property Tax Assistance Division  
§  
§ MICHAEL NAVARRE  
§ Representing Petitioner

**SOAH DOCKET NO. 304-21-3327.PVS**

RE: 2020 PROPERTY VALUE STUDY  
PROTEST

PROTEST OF: TRAVIS CENTRAL  
APPRAISAL DISTRICT ON BEHALF OF  
LAGO VISTA ISD; EANES ISD; LAKE  
TRAVIS ISD; LEANDER ISD; MARBLE  
FALLS ISD AND ROUND ROCK

§ BEFORE THE COMPTROLLER  
§ OF PUBLIC ACCOUNTS  
§ OF THE STATE OF TEXAS  
§  
§ GLENN HEGAR  
§ Texas Comptroller of Public Accounts  
§  
§ CRISTINA VUDHIWAT  
§ Representing Property Tax Assistance Division  
§  
§ MICHAEL NAVARRE  
§ Representing Petitioner





**COMPTROLLER'S DECISION**

**This decision is final on the date signed by the deputy comptroller.<sup>1</sup>**

Administrative Law Judge (ALJ) Matt Jones of the State Office of Administrative Hearings (SOAH) issued a Proposal for Decision (PFD) that includes the ALJ's recommendation and underlying rationale. SOAH served the PFD on the deputy comptroller and each party. Each party adversely affected by the PFD was given an opportunity to file exceptions and replies with the deputy comptroller through the comptroller's Special Counsel for Tax Hearings in accordance with the Texas Administrative Code.<sup>2</sup>

The Property Tax Assistance Division filed Exceptions on October 20, 2021. Petitioner filed a Reply on October 27, 2021. To the extent not granted, the exceptions are denied.

After review and consideration, IT IS ORDERED that the PFD is adopted as changed.<sup>3</sup>

The ALJ's recommendation letter is Attachment A. The PFD as changed is Attachment B.

Attachments A and B are incorporated by reference.

SIGNED on this 15th day of November 2021.

GLENN HEGAR  
Comptroller of Public Accounts

By: Lisa Craven

Lisa Craven  
Deputy Comptroller

Attachment A, ALJ's recommendation letter to the Comptroller  
Attachment B, Proposal for Decision as changed

<sup>1</sup> See 34 Tex. Admin. Code § 9.4316(b).

<sup>2</sup> See 34 Tex. Admin. Code § 9.4315(c).

<sup>3</sup> See Tex. Gov't Code § 403.303(b); 34 Tex. Admin. Code § 9.4316(a).

FILED  
304-21-3325  
10/13/2021 2:25 PM  
STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Jessie Harbin, CLERK



ACCEPTED  
304-21-3325  
10/13/2021 2:27 PM  
STATE OFFICE OF  
ADMINISTRATIVE HEARINGS  
Jessie Harbin, CLERK

# State Office of Administrative Hearings

Kristofer S. Monson  
Chief Administrative Law Judge

ATTACHMENT A

October 13, 2021

The Honorable Glenn Hegar  
Comptroller of Public Accounts  
LBJ Building  
111 E. 17<sup>th</sup> Street, 1<sup>st</sup> Floor  
Austin, TX 78701

VIA E-FILE TEXAS

**RE: SOAH Docket Nos. 304-21-3325.PVS; 304-21-3326.PVS; 304-21-3327.PVS; 304-21-3328.PVS; 304-21-3329.PVS & 304-21-3333.PVS; In re: 2020 Property Value Study Protest by Travis County Appraisal District for Lago Vista Independent School District; Eanes Independent School District; Lake Travis Independent School District; Leander Independent School District; Marble Falls Independent School District & Round Rock Independent School District**

Dear Comptroller Hegar:

Please find attached a Proposal for Decision in this case. It contains my recommendation and underlying rationale. Exceptions may be filed by a party to the protest in accordance with 34 Texas Administrative Code § 9.4309(f) within 7 calendar days after the date the Proposal for Decision was sent. Replies to exceptions may be filed within 7 calendar days after the date the exceptions are filed. Exceptions are to be filed with the Comptroller's Special Counsel for Tax Hearings.

Sincerely,

A handwritten signature in black ink that reads "Matt Jones".

Matt Jones  
Administrative Law Judge

MJ/lc  
Attachment

**SOAH Docket Nos. 304-21-3325.PVS et al**  
**Proposal for Decision**  
**October 13, 2021**  
**Page 2 of 2**

xc: Korry Castillo, Director, Property Tax Assistance Division, Central Services Building, 1711 San Jacinto, 3<sup>rd</sup> Floor, Austin, TX 78701 – **VIA E-FILE TEXAS**  
Kari Honea, Special Counsel, Administrative Law Division, Comptroller of Public Accounts, P.O. Box 13528, Austin, TX 78711-3528 – **VIA E-FILE TEXAS**  
Kristina Vudhiwat, CPA, Property Tax Assistance Division, 1711 San Jacinto Blvd., 3<sup>rd</sup> Floor, Austin, TX 78701 – **VIA E-FILE TEXAS**  
Dustin Banks, TCAD In-House Counsel, Travis Central Appraisal District, 850 East Anderson Lane, Austin, TX 78752 – **VIA E-FILE TEXAS**  
Michael Navarre, Beatty Navarre Strama, PC, 901 S. Mopac Expwy, Bldg. 1, Suite 200, Austin, TX 78746 – **VIA E-FILE TEXAS**

**DRAFT**

SOAH DOCKET NO. 304-21-3325.PVS

2020 PROPERTY VALUE STUDY  
PROTEST

§  
§  
§  
§  
§  
§  
§  
§  
§

BEFORE THE STATE OFFICE

PROTESTING PARTY:  
TRAVIS CENTRALCOUNTY  
APPRAISAL DISTRICT FOR  
LAGO VISTA INDEPENDENT SCHOOL  
DISTRICT

OF

ADMINISTRATIVE HEARINGS

SOAH DOCKET NO. 304-21-3326.PVS

2020 PROPERTY VALUE STUDY  
PROTEST

§  
§  
§  
§  
§  
§  
§  
§  
§

BEFORE THE STATE OFFICE

PROTESTING PARTY:  
TRAVIS CENTRALCOUNTY  
APPRAISAL DISTRICT FOR  
EANES INDEPENDENT SCHOOL  
DISTRICT

OF

ADMINISTRATIVE HEARINGS

SOAH DOCKET NO. 304-21-3327.PVS

2020 PROPERTY VALUE STUDY  
PROTEST

§  
§  
§  
§  
§  
§  
§  
§  
§

BEFORE THE STATE OFFICE

PROTESTING PARTY:  
TRAVIS CENTRALCOUNTY  
APPRAISAL DISTRICT FOR  
LAKE TRAVIS INDEPENDENT SCHOOL  
DISTRICT

OF

ADMINISTRATIVE HEARINGS

SOAH DOCKET NO. 304-21-3328.PVS

2020 PROPERTY VALUE STUDY  
PROTEST

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

BEFORE THE STATE OFFICE

PROTESTING PARTY:  
TRAVIS CENTRALCOUNTY  
APPRAISAL DISTRICT FOR  
LEANDER INDEPENDENT SCHOOL  
DISTRICT

OF

ADMINISTRATIVE HEARINGS

SOAH DOCKET NO. 304-21-3329.PVS

2020 PROPERTY VALUE STUDY  
PROTEST

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

BEFORE THE STATE OFFICE

PROTESTING PARTY:  
TRAVIS CENTRALCOUNTY  
APPRAISAL DISTRICT FOR  
MARBLE FALLS INDEPENDENT  
SCHOOL DISTRICT

OF

ADMINISTRATIVE HEARINGS

SOAH DOCKET NO. 304-21-3333.PVS

2020 PROPERTY VALUE STUDY  
PROTEST

§  
§  
§  
§  
§  
§  
§  
§  
§  
§

BEFORE THE STATE OFFICE

PROTESTING PARTY:  
TRAVIS CENTRALCOUNTY  
APPRAISAL DISTRICT FOR  
ROUND ROCK INDEPENDENT SCHOOL  
DISTRICT

OF

ADMINISTRATIVE HEARINGS

## PROPOSAL FOR DECISION

The Travis ~~Central County~~ Appraisal District (TCAD) protested the preliminary findings by the Property Tax Assistance Division (PTAD) of the Texas Comptroller of Public Accounts (Comptroller) in the 2020 Property Value Studies (PVS) for each Petitioner. Petitioners urged 88 combined objections. For all objections, Petitioners contend PTAD failed to establish taxable value. For all but one objection, Petitioners also argue PTAD failed to account for Appraisal Review Board (ARB) Orders limiting TCAD's ability to tax the full value of the properties. PTAD argues its evidence establishes the value of the properties at issue, it does not account for ARB Orders from previous years, and Petitioners' relief is limited to the values asserted in their petitions.

In this Proposal for Decision (PFD), the Administrative Law Judge (ALJ) finds PTAD established by a preponderance of the evidence the value that it assigned each property. The Comptroller rejects ~~The ALJ recommends sustaining~~ Petitioners' objections by adjusting and declines to change the assigned value to each property to account for 2019 ARB Orders. ~~However,~~ the relief afforded to Petitioners is limited to the values they asserted in their respective petitions.

*Source: See PFD, pp. 11-12.*

### I. PROCEDURAL HISTORY, NOTICE, AND JURISDICTION

On August 20, 2021, PTAD referred the cases to the State Office of Administrative Hearings (SOAH), and on August 23, 2021, filed a motion to join the cases. On September 1, 2021, ALJ Matt Jones issued Order No. 1, joining the cases. On September 2, 2021, PTAD issued Notices of Hearing to Petitioners. The oral hearing convened via videoconference on September 16, 2021. Petitioners were represented by Michael Navarre of Beatty, Navarre, Strama, P.C. PTAD was represented by Cristina ~~Christina~~ Vudhiwat. The record closed September 24, 2021.

The recommendations in this PFD are made under the authority of Texas Government Code, chapters 403 and 2003, and 34 Texas Administrative Code § 9.4301 *et seq.* The Texas Administrative Procedures Act, the Texas Rules of Procedure, the Texas Rules of Evidence, and SOAH procedural rules do not apply to PVS protest hearings. *See* 34 Tex. Admin. Code § 9.4302(a). However, evidentiary principles addressed in the Texas Rules of Evidence may be considered by the ALJ as an advisory tool in making evidentiary determinations. *See id.*

## II. REASONS FOR DECISION

### A. Evidence Presented

TCAD presented the testimony of Marya Crigler, chief appraiser for Travis County; and Joshua Wood IV, certified general real estate appraiser. For each case, TCAD also offered the following exhibits into evidence:

1. July 16, 2021 TCAD Request for a Hearing;
2. Comptroller's Appraisal Review Board Manual 2021;
3. 2019 Field Appraiser's Procedure Manual;
4. 2021 Field Appraiser's Procedure Manual;
5. The Appraisal of Real Estate, 15th Edition (Excerpts);
6. Neighborhood Map of Travis County;
7. May 8, 2019 Cease & Desist Letter from ABOR and ACTRIS;
8. May 8, 2019 Email from ABOR & ACTRIS;
9. December 12, 2019 ABOR Announcement;
10. February 2, 2020 Email from PTAD to TCAD;
11. February 10, 2020 Email from PTAD to TCAD;
12. February 26, 2010 Letter from PTAD to TCAD;
13. 2020 Valuation - Impact of Market Data on Appraised Values and the Property Value Study;
14. What is a Zestimate Zillow's Zestimate Accuracy Zillow;
15. Zillow Terms of Use;
16. Application of Section 23.01(e) on Property Value Study;
17. H.B. 1313 Bill Analysis;
18. H.B. 1313 Excerpts from Committee Testimony;
19. Texas Tax Code § 23.01;
20. Texas Government Code § 403.302; and
21. Maps.



PTAD objected to these exhibits because they were not previously provided. The ALJ sustained the objection for Exhibit Nos. 1-6 and 18-21. The remaining exhibits are admitted into the record.

Additionally, on behalf of each Petitioner, TCAD offered the Final Protest Form Before Informal Conference, schedules of disputed values, and the evidence offered by PTAD for each Independent School District (ISD). PTAD objected to the schedules of disputed values because it included properties for which the parties previously settled their disputes. The ALJ sustained the objection and admitted the other exhibits.

PTAD presented the testimony of Lorraine Miller and Casey Bean, supervisors of field studies. For each case, it offered TCAD's witness list, TCAD's evidence, PTAD's evidence, and The Field Appraisers' Procedures Manual. TCAD objected to the website printouts contained within the exhibits. For example, PTAD submitted printouts from Zillow and Redfin showing sales prices of properties at issue. The ALJ overruled the objection and admitted the exhibits.

After the first exchange of evidence, PTAD offered the following rebuttal exhibits:

1. Eanes ISD Petition Part B;
2. Lago Vista ISD Category A Petition Part B;
3. Lago Vista ISD Category C Petition Part B;
4. Lake Travis ISD Category A Petition Part B;
5. Lake Travis ISD Category C Petition Part B;
6. Leander ISD Category A Petition Part B;
7. Leander ISD Category C Petition Part B;
8. Marble Falls ISD Category A Petition Part B;
9. Round Rock ISD Category A Petition Part B;
10. Texas Government Code § 403.301;
11. Texas Government Code § 403.3011;
12. Texas Government Code § 403.302;
13. Texas Government Code § 403.303;
14. Texas Tax Code § 23.01 (before and after January 1, 2020);
15. H.B. 1568 H2 Amendment 1 MP4 file;
16. H.B. 1568 H3 Amendment 1 MP4 file;

17. H.B. 1568 House Committee Report;
18. H.B. 1568 House 2nd Reading Amendment 1;
19. H.B. 1568 House 3rd Reading Amendment 1;
20. H.B. 1568 Engrossed;
21. TCAD Board of Directors Meeting Materials March 5, 2020; and
22. 34 Texas Administrative Code Subchapter L.

TCAD objected to all 22 PTAD rebuttal exhibits for being untimely produced, rebuttal Exhibit Nos. 15-21 as irrelevant, and rebuttal Exhibit No. 21 for being hearsay. The ALJ overruled each objection and admitted the exhibits.

## **B. Background**

Petitioners are ISDs located within TCAD. PTAD performed a statistical study ~~an appraisal~~ of each Petitioner for the annual PVS required by Texas Government Code § 403.302. In performing the 2020 PVS studies at issue and relevant to this case, PTAD made value determinations for samples of single-family residential real property (Property Category A) located within the ISDs. PTAD obtained current-year sales information from websites such as Zillow and Redfin to determine the properties' value. It also made value determinations of vacant lands (Property Category C1) either by using the same method or by using sales information of comparable properties and adjusting for each properties' unique characteristics.

On behalf of each Petitioner, TCAD filed a petition protesting certain items in their respective 2020 PVS study, and those protests are addressed in this joined hearing. For all 88 properties at issue, TCAD argues PTAD failed to prove its value by a preponderance of the evidence. TCAD also made 87 objections arguing PTAD failed to properly account for 2019 ARB Orders in determining taxable value.

## **C. Issues, Analysis, and Recommendation**

At least once every two years, PTAD conducts a ratio study, the PVS, to determine the total taxable value of all property in each school district. *See* Tex. Gov't Code §

~~403.302~~~~403.303(b)~~; Tex. Tax Code § 5.10. PTAD appraised the properties at issue as part of an overall property sample that provides an indication of appraisal level and uniformity for the PVS. *See id.* ~~§ 403.302~~. The value is compared to the local value set by the appraisal district, and a ratio is created. The ratio is used as part of the taxable value calculation for school districts and as part of the calculation of performance measures for appraisal districts.

A school district or a property owner whose property is included in the PVS and whose tax liability on the property is \$100,000 or more may protest PTAD's findings by filing a petition. *See id.* § 403.303(a). If, after informal conference, the disputed issues are not resolved, the petitioner may request a hearing before a SOAH ALJ. 34 Tex. Admin. Code § 9.4311~~(f)(g)~~. At the contested case hearing, PTAD has the burden to prove the accuracy of the findings. Tex. Gov't Code § 403.303(b); 34 Tex. Admin. Code § 9.4314(b).

Sampling is the foundation on which the PVS study is built. *See Field Appraiser's Procedures Manual*, Comptroller Publication 96-1710 ~~(January 2021)~~~~(October 2019)~~ (Manual), p. ~~2527~~. Sales included in a sample must be market transactions. 34 Tex. Admin. Code § 9.101(g)(6)(D)(iv). Market transactions are consistent with the definition of market value found in Texas Tax Code § 1.04(7): the price at which a property would transfer for cash or its equivalent under prevailing market conditions if: (A) exposed for sale in the open market with a reasonable time for the seller to find a purchaser; (B) both the seller and the purchaser know of all the uses and purposes to which the property is adapted and for which it is capable of being used and of the enforceable restrictions on its use; and (C) both the seller and purchaser seek to maximize their gains and neither is in a position to take advantage of the exigencies of the other. *See* Tex. Tax Code § 1.04(7). For the purposes of that section, the term "price" means the most probable price. 34 Tex. Admin. Code § 9.101(g)(6)(D)(iv).

As provided in the International Association of Assessing Officers' Standard on Ratio Studies, transactions that may be non-arm's-length sales should be clearly identified and used only if it can be established that they are consistent with the definition of market value. If an appraiser questions whether a transaction selected for use in the study is a market sale, the appraiser should

obtain sales agreements, closing statements, statements from parties to the transaction, deed records that disclose full consideration, or other evidence sufficient to determine whether the transaction is a market transaction. *Id.* § 9.101(g)(6)(D)(v). A sale is considered verified when the appraiser has the documentation necessary to ensure that a sale meets the definition of a market value transaction. *See Manual*, p. 7.

The research and collection of all available and relevant market data in each ISD for each property category is the crucial part of the field appraiser's work. *See Manual*, p. 5. Any one of the following items provide appraisers some level of confirmation of the sale price or sale verification: publication of the sale price for the subject property in MLS, CoStar, or other comparable reporting service; MLS or CoStar electronic exports; closing statement or documented notes from a closing statement; sales confirmation/verification letter signed by the grantor or grantee; copy of the page in a fee appraisal showing that the sale was used as a comparable as long as it includes all relevant information about the property and the transaction terms; oral confirmation received from one of the parties to the transaction (include the name, date, and phone number of the person contacted); a copy of the recording instrument showing full consideration, or a copy of the recording instrument showing grantor, grantee, the amount of down payment, and the length and terms of the note, including the note amount; and online real estate database verifications including but not limited to: Zillow, Redfin, Trulia, Realtor.com, Opendoor, etc. *See id.*, p. 7- 8.

If there are enough verified sales in an ISD, the entire sample will consist of sales. *See Manual*, p. 5. However, to the extent there is not enough verified sales to meet the required sample size for each stratum or property category, appraisals of local property are performed to determine market value and ensure the study develops competent evidence of the value of all property in the school district, both sold and unsold. *See* 34 Tex. Admin. Code § 9.101(g)(6)(E); *see also Manual*, p. 13.

The following guidelines govern the use of appraisals: appraisal samples shall be selected randomly if practicable; appraisals shall be conducted using generally accepted appraisal practices, and the Comptroller shall prepare written procedures as needed to conduct appraisals; supervisory

staff shall selectively test appraisals to ensure the consistency and accuracy of data throughout the state; appraisers should physically inspect each property appraised and if the property cannot be physically inspected, the appraiser may use appraisal cards, aerial photographs, soil maps, and other relevant information in performing appraisals. *See* 34 Tex. Admin. Code § 9.101(g)(6)(E)(i-iii). In appraising a particular property, the appraiser may not consider the value placed on that property by the appraisal district. *See id.* § 9.101(g)(6)(E)(iv). The market value estimate for a particular property account must include the value of all property associated with that account, e.g., multiple improvements, paving, outbuildings, signs, business vehicles, additional lots, etc. *Id.* § 9.101(g)(6)(E)(v).

### **Market Value**

The Comptroller shall conduct a study using comparable sales and generally accepted auditing and sampling techniques to determine the total taxable value of all property in each school district. “Taxable value” is defined as market value with some deductions, discussed below. Tex. Gov’t Tax Code § 403.302(d)(9).

Thus, the threshold inquiry is the market value of the properties at issue. PTAD carries the burden to show, by a preponderance of the evidence, the accuracy of the market value it assigned each property.

In this case, the values of the properties at issue were determined using MLS sales data obtained through third-party websites. The properties at issue that did not have sales data were appraised using comparable sales with appropriate adjustments. The ALJ finds that PTAD met its burden to show the accuracy of its market value findings.

### **Taxable Value**

The next step in the analysis is to determine taxable value. One of the deductions from market value that must be made to calculate taxable value is “a portion of the market value of

property not otherwise fully taxable by the district at market value because of action required by statute or the constitution of this state..." *Id.*

TCAD argues this applies to the 2019 ARB Orders for 87 of the properties at issue. Texas Tax Code § 23.01(e) states:

If the appraised value of property in a tax year is lowered under Subtitle F, the appraised value of the property as finally determined under that subtitle is considered to be the appraised value of the property for that tax year. In the next tax year in which the property is appraised, the chief appraiser may not increase the appraised value of the property unless the increase by the chief appraiser is reasonably supported by clear and convincing evidence when all of the reliable and probative evidence in the record is considered as a whole.

Thus, the 2019 ARB Orders dictate the 2020 value TCAD can tax the properties at, unless TCAD has clear and convincing evidence of an increase in value. According to TCAD, PTAD must reduce the market value it assigned to the properties because TCAD could not fully tax these properties in 2020. PTAD argues it does not use prior years' ARB Orders to reduce market value.

Source: See PTAD's Post-Hearing Brief.

When reading statutes, our goal is to ascertain and give effect to the Legislature's intent. *See Tex. Mut. Ins. Co. v. Ruttiger*, 381 S.W.3d 430, 452 (Tex. 2012) (citing *F.F.P. Operating Partners, L.P. v. Duenez*, 237 S.W.3d 680, 683 (Tex. 2007)). PTAD contends the Legislature considered a bill that would have codified TCAD's interpretation of the statute. It argues the Legislature's failure to pass the bill shows the Legislature's intent is for the statute to be read as PTAD asserts. The ALJ disagrees.

Intent is drawn from the plain meaning of the words chosen by the Legislature when it is possible to do so, using any statutory definitions provided. *See Ruttiger*, 381 S.W.3d at 452. "In addition, a bill's failure to pass sheds no light because, as even casual Capitol observers know,

bills fall short for countless reasons, many of them ‘wholly unrelated’ to the bill’s substantive merits or ‘to the Legislature’s view of what the original statute does or does not mean.’” *Entergy Gulf States, Inc. v. Summers*, 282 S.W.3d 433, 470 (Tex. 2009).

TCAD sends its appraisals out in April for the current ~~previous year’s~~ January 1 property value. See Tex. Tax Code § 25.19. PTAD takes an additional eight months and publishes its preliminary values ~~sends its appraisals out~~ in January the following year. See Tex. Gov’t Code § 403.302(g). In this case, PTAD used MLS sales data obtained from third-party websites such as Zillow and Redfin. TCAD was precluded from using MLS data obtained from any source. In addition, there was no evidence or argument that TCAD had clear and convincing evidence to raise the 2020 values of the properties at issue beyond the 2019 ARB Orders.

Tex. Gov’t Code § 403.302(b) states that, in conducting the PVS, the comptroller shall determine taxable value of property in each school district:

- (1) using, if appropriate, samples selected through generally accepted sampling techniques;
- (2) according to generally accepted standard valuation, statistical compilation, and analysis techniques;
- (3) ensuring that different levels of appraisal on sold and unsold property do not adversely affect the accuracy of the study; and
- (4) ensuring that different levels of appraisal resulting from protests determined under Section 41.43, Tax Code, are appropriately adjusted in the study.

With respect to Tex. Gov’t Code § 403.302(b)(4), PTAD presented testimony and corroborating documentary evidence demonstrating that its policy is to adjust the PVS market value determination of a property by the same percentage that an ARB determination changes the appraisal district’s original value. See Manual, p. 23 (IV. ARB Protest Determination Adjustments; Procedures). PTAD’s evidence also establishes that such adjustments are made only when the ARB has issued a valid determination under Tax Code Section 41.43 for the PVS year at issue. See Manual, p. 23 (IV. ARB Protest Determination Adjustments; Conditions). Thus, the ARB protest determinations related to tax year 2019 do not support adjustments to the 2020 PVS.

~~The ALJ finds Texas Tax Code § 23.01(e) precluded TCAD from taxing the entire market value. Therefore, Texas Government Code § 403.302(d)(9) requires PTAD to reduce the market value accordingly to arrive at taxable value.~~

### **Relief Afforded Petitioners**

~~Petitioners submitted their petitions asserting the correct value is a proportional reduction of PTAD's value. For example, if TCAD valued a property at \$1 million in 2019 but a 2019 ARB Order set the value at \$900,000, TCAD requested a 10% reduction in PTAD's market value. This method is consistent with reductions PTAD makes for current-year ARB Orders. However, as set out above, ARB determinations of 2019 taxable values do not support adjustments to the 2020 PVS. See Manual, p. 23. Therefore, TCAD's objections are rejected.~~

~~At the hearing and in its post-hearing briefs, TCAD argued the values in its petitions amounted to settlement offers. Instead, according to TCAD, the taxable values should be frozen at the 2019 taxable values because TCAD could not tax beyond the 2019 ARB Orders' values. The ALJ agrees this is the correct interpretation of the statute.~~

~~However, to protest the Comptroller's findings, Petitioners must identify inaccuracies in value determinations made by the division while arriving at a value for a property. See 34 Tex. Administrative Code § 9.4308(b)(3). On Part B of the petition, for each objection listed, the petitioner shall state the following: the valued claimed by petitioner to be correct. *Id.*~~

~~Because the petitions contain TCAD's proposed values, it cannot later argue for a lower value. Therefore, the ALJ recommends adjusting the values of the 87 properties with 2019 ARB Orders, accounting for those ARB Orders, and setting the values at the amounts contained in TCAD's petitions.~~



SIGNED October 13, 2021.



---

MATT JONES  
ADMINISTRATIVE LAW JUDGE  
STATE OFFICE OF ADMINISTRATIVE HEARINGS

**DRAFT**

**User Name:** Michael Navarre

**Date and Time:** Wednesday, September 22, 2021 3:02:00 PM CDT

**Job Number:** 153535192

## Document (1)

1. [Tex. Gov't Code § 403.303](#)

**Client/Matter:** -None-

DRAFT

## [Tex. Gov't Code § 403.303](#)

This document is current through the 2021 Regular Session, 87th Legislature, HB 5, HB 7, HB 9, HB 20, SB 7, SB 13 and SB 15 of the 2021 2nd Called Session, 87th Legislature, and the 2021 ballot proposition contingencies.

***Texas Statutes & Codes Annotated by LexisNexis® > Government Code > Title 4 Executive Branch (Subts. A — I) > Subtitle A Executive Officers (Chs. 401 — 410) > Chapter 403 Comptroller of Public Accounts (Subchs. A — R) > Subchapter M Study of School District Property Values (§§ 403.301 — 403.320)***

### **Sec. 403.303. Protest.**

---

**(a)** A school district or a property owner whose property is included in the study under Section 403.302 and whose tax liability on the property is \$100,000 or more may protest the comptroller's findings under Section 403.302(g) or (h) by filing a petition with the comptroller. The petition must be filed not later than the 40th day after the date on which the comptroller's findings are certified to the commissioner of education and must specify the grounds for objection and the value claimed to be correct by the school district or property owner.

**(b)** After receipt of a petition, the comptroller shall hold a hearing. The comptroller has the burden to prove the accuracy of the findings. Until a final decision is made by the comptroller, the taxable value of property in the district is determined, with respect to property subject to the protest, according to the value claimed by the school district or property owner, except that the value to be used while a final decision is pending may not be less than the appraisal roll value for the year of the study. If after a hearing the comptroller concludes that the findings should be changed, the comptroller shall order the appropriate changes and shall certify to the commissioner of education the changes in the values of the school district that brought the protest, the values of the school district named by the property owner who brought the protest, or, if the comptroller by rule allows an appraisal district to bring a protest, the values of the school district named by the appraisal district that brought the protest. The comptroller may not order a change in the values of a school district as a result of a protest brought by another school district, a property owner in the other school district, or an appraisal district that appraises property for the other school district. The comptroller shall complete all protest hearings and certify all changes as necessary to comply with Chapter 48, Education Code. A hearing conducted under this subsection is not a contested case for purposes of Section 2001.003.

**(c)** The comptroller shall adopt procedural rules governing the conduct of protest hearings. The rules shall provide each protesting school district and property owner with the requirements for submitting a petition initiating a protest and shall provide each protesting school district and property owner with adequate notice of a hearing, an opportunity to present evidence and oral argument, and notice of the comptroller's decision on the hearing.

**(d)** A protesting school district may appeal a determination of a protest by the comptroller to a district court of Travis County by filing a petition with the court. An appeal must be filed not later than the 30th day after the date the school district receives notification of a final decision on a protest. Review is conducted by the court sitting without a jury. The court shall remand the determination to the comptroller if on the review the court discovers that substantial rights of the school district have been prejudiced, and that:

- (1)** the comptroller has acted arbitrarily and without regard to the facts; or
- (2)** the finding of the comptroller is not reasonably supported by substantial evidence introduced before the court.

(e) If, in a hearing under Subsection (b), the comptroller has not heard the case or read the record, the decision may not be made until a proposal for decision is served on each party and an opportunity to file exceptions is afforded to each party adversely affected. If exceptions are filed, an opportunity must be afforded to all other parties to file replies to the exceptions. The proposal for decision must contain a statement of the reasons for the proposed decision, prepared by the person who conducted the hearing or by a person who has read the record. The proposal for decision may be amended pursuant to the exceptions or replies submitted without again being served on the parties. The parties by written stipulation may waive compliance with this subsection. The comptroller may adopt rules to implement this subsection.

## History

---

Enacted by [Acts 1995, 74th Leg., ch. 260 \(S.B. 1\), § 26](#), effective May 30, 1995; am. [Acts 1997, 75th Leg., ch. 1040 \(S.B. 862\), § 64](#), effective September 1, 1997; am. [Acts 1999, 76th Leg., ch. 574 \(S.B. 521\), § 1](#), effective June 18, 1999; am. [Acts 1999, 76th Leg., ch. 983 \(H.B. 2684\), § 11](#), effective June 18, 1999; am. [Acts 2005, 79th Leg., ch. 412 \(S.B. 1652\), § 1](#), effective September 1, 2005; am. [Acts 2019, 86th Leg., ch. 943 \(H.B. 3\), § 3.075](#), effective September 1, 2019.

Annotations

## Notes

---

### STATUTORY NOTES

#### Amendment Notes

**2005 amendment**, in (b), substituted “to the commissioner of education the changes in the values of the school district that brought the protest, the values of the school district named by the property owner who brought the protest, or, if the comptroller by rule allows an appraisal district to bring a protest, the values of the school district named by the appraisal district that brought the protest” for “the changes to the commissioner of education” in the fourth sentence, and added the fifth sentence.

**The 2019 amendment** substituted “48” for “42” in the second to the last sentence of (b).

## Research References & Practice Aids

---

### Administrative Code Reference.

For rules relating to procedures for protesting comptroller property value study and audit findings, see *34 TAC 9.4301 -9.4317*.

Texas Statutes & Codes Annotated by LexisNexis®  
Copyright © 2021 Matthew Bender & Company, Inc.  
a member of the LexisNexis Group. All rights reserved.

**User Name:** Michael Navarre

**Date and Time:** Tuesday, October 26, 2021 8:03:00 PM CDT

**Job Number:** 156320469

## Document (1)

1. [34 TAC § 9.4315](#)

**Client/Matter:** -None-

DRAFT

## 34 TAC § 9.4315

This document reflects all regulations in effect as of September 30, 2021

**TX - Texas Administrative Code > TITLE 34. PUBLIC FINANCE > PART 1. COMPTROLLER OF PUBLIC ACCOUNTS > CHAPTER 9. PROPERTY TAX ADMINISTRATION > SUBCHAPTER L. PROCEDURES FOR PROTESTING COMPTROLLER PROPERTY VALUE STUDY AND AUDIT FINDINGS**

### **§ 9.4315. Proposal for Decision After Oral Hearing**

---

**(a)** The ALJ shall prepare a proposal for decision that includes the ALJ's recommendations for a final decision and the reasons for the proposed decision.

**(1)** The ALJ shall issue the proposal for decision to the deputy comptroller within 30 calendar days of the date the hearing is conducted.

**(2)** The ALJ's proposal for decision shall be issued to the deputy comptroller by filing the proposal for decision with the comptroller's Special Counsel for Tax Hearings via hand delivery, overnight delivery service, facsimile, email or an electronic filing and service system utilized by SOAH.

**(3)** On the same date the ALJ issues the proposal for decision to the deputy comptroller, the ALJ shall serve a copy of the proposal for decision on all other parties via hand delivery, overnight delivery service, facsimile, email, or an electronic filing and service system utilized by SOAH

**(b)** A party to the protest that is adversely affected by the proposal for decision may, within seven calendar days after the date the proposed final decision is served, file with the deputy comptroller exceptions to the proposal for decision.

**(1)** Exceptions to the proposal for decision, if any, shall be filed with the deputy comptroller by filing the exceptions with the comptroller's Special Counsel for Tax Hearings via hand delivery, overnight delivery service, facsimile, or email.

**(2)** On the same date the exceptions to the proposal for decision are filed, the excepting party shall serve a copy of the exceptions to all other parties via hand delivery, overnight delivery service, facsimile, or email.

**(c)** Within seven calendar days after the exceptions are filed and served in accordance with subsection (b) of this section, all other parties not filing exceptions may file replies to the exceptions with the deputy comptroller.

**(1)** The replies to the exceptions, if any, shall be filed with the deputy comptroller by filing the replies with the comptroller's Special Counsel for Tax Hearings via hand delivery, overnight delivery service, facsimile, or email.

**(2)** On the same date the replies to exceptions are filed with the deputy comptroller, the party filing the replies shall serve a copy of the replies with all other parties via hand delivery, overnight delivery service, facsimile, or email.

**(d)** The deputy comptroller shall issue a final order and, in doing so, may adopt, amend, or reject the ALJ's proposal for decision. A decision is final on the date signed by the deputy comptroller. The deputy comptroller shall deliver written notice of the final decision to each party to the protest via hand delivery, overnight delivery service, facsimile, or email.

### **History**

---

**SOURCE:**

The provisions of this § 9.4315 adopted to be effective July 19, 2021, 46 TexReg 4358

TEXAS ADMINISTRATIVE CODE TEXAS ADMINISTRATIVE CODE

---

End of Document

**DRAFT**

**51**

**REGULAR AGENDA**



## PROFESSIONAL SERVICES AGREEMENT

This contract made and entered into on this 3rd day of December, 2020, by and between the Travis Central Appraisal District (hereinafter "the District") and Martin Wilbanks, an individual and independent contractor (hereinafter "the Contractor"). The agreement set forth in this contract represents the full extent of the agreement between the parties. Any prior agreements, estimates, or proposals, not expressly contained in this document are null and void upon the signing of this agreement.

For an in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the District and the Contractor agree to bind and obligate themselves as follows:

WHEREAS Section 6.052 of the Texas Property Tax Code states that the board of directors of appraisal districts established in counties with populations of more than 125,000 shall appoint a Taxpayer Liaison Officer who shall serve at the pleasure of the board.

WHEREAS Pursuant to section 6.052 of the Texas Property Tax Code, the District's Board of Directors appointed Martin Wilbanks to the position of Taxpayer Liaison Officer effective January 1, 2018.

***Contractor's Obligations.*** The Contractor shall perform and/or provide Taxpayer Liaison services, including, but not limited to, the following:

Performing the function and duties of the Taxpayer Liaison Officer in accordance with the Texas Property Tax Code, including Section 6.052 of said code.

***District's Obligations.*** The District shall:

Compensate the contractor for services rendered at the rate of \$20,000 (twenty thousand dollars and no cents) per year, paid in equal monthly installments for all taxpayer liaison services provided.

Pay the Contractor according to the rate set forth above, monthly, within 7 business days from which an invoice is received by the District's Finance Department.

***Term.*** The term of this contract shall be for the 2021 budget year, beginning January 1, 2021 and ending December 31, 2021.

***Fees, Expenses & Payment.*** Unless Contractor provides the District with a valid tax exemption certificate, the Contractor is responsible for all taxes, duties, and custom fees which may be assessed on the amounts paid for services performed hereunder. Contractor invoices shall be provided to the District monthly and shall include the following information:

- The period for which work and expenses are billed;
- The quantity of work performed in hours;
- Description of all work performed

***Independent Contractor Status.*** The Contractor performs this agreement as an independent contractor, not an employee of the District. Nothing in this agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between the District and the Contractor.

***Termination of Contract.*** The District's Board of Directors reserves the right to terminate this contract at any time for nonperformance and/or failure to follow the contract terms. If the Board of Directors decides to terminate the contract for any of the reasons listed above, the District shall discontinue payment immediately. In this case, the District shall pay the Contractor for any work completed prior to the Contractor's receipt of the written cancellation notice. Either party may terminate this agreement at any time by giving the other party thirty days written notice of termination.

***Force Majeure.*** Neither party shall be liable for any failure to perform its obligations under this agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of supplies to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

***Rights and Duties.*** The Contractor shall not obtain, by virtue of this agreement, any rights, title, or interest in confidential information of the District. Within 10 (ten) days after termination of this agreement, Contractor shall certify in writing to the District that all copies of Confidential Information, in any form, including partial copies have been destroyed, returned, or used solely as the District so directs.

***Changes to Agreement.*** Any changes to the assigned as outlined in this Agreement shall necessitate a new Agreement.

***Third Party Beneficiaries.*** Nothing in this agreement shall create a contractual relationship between the Contract or the District and any third party, or any cause of action in favor of any third party. This agreement shall not be construed to render any person or entity a third-party beneficiary of this agreement, including but not limited to any third-party beneficiaries.

***Governing Law and Jurisdiction.*** The interpretation and enforcement of this agreement shall be governed by the laws of the State of Texas.

***Prohibition of Boycotting Israel.*** Local Government Code, Section 2270 prohibits all local government agencies from contracting with companies who boycott Israel or plan to boycott Israel during the term of this contract. By signing this contract, you attest that you have not and do not plan to, during the term of this contract, boycott Israel.

The following exhibits listed below are incorporated by reference as part of this signed contract.

Exhibit A- TCAD General Terms and Provisions

**DISTRICT:**

*J-V*

---

(Signature)  
James Valadez  
Board of Directors, Chairman  
Travis Central Appraisal District

**CONTRACTOR:**

*Martin Wilbanks*

---

(Signature)  
Martin Wilbanks

## 1. Acceptance

This order is accepted by Contractor's promptly mailing to Travis Central Appraisal District, herein after referred to as "the District", its written acceptance within ten (10) days of the order's date, Contractor submitting a response to a solicitation or a quote, or commencement of performance by Contractor. Acceptance is limited to the terms and conditions of this order. The Contract, with any attachments, constitutes the entire agreement of the Parties. No waiver or modification or additions to the terms of this order shall be valid unless in writing and signed by both Parties. This agreement shall be binding on and inure to the benefits of heirs, executors, administrators, successors, and assigns of the respective Parties to this Agreement.

## 2. Effective Date/Term

Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the Contract is signed by the District, and shall continue in effect until all obligations are performed in accordance with the contract.

## 3. Prices

The District shall not be billed at prices higher than those stated on the front of this order. Unless otherwise specified, the price stated includes all charges for packing, hauling, storage and transportation to point of delivery. Contractor will pay delivery charges in excess of any delivery charge that the District has agreed to pay. Contractor agrees that any price reduction made with respect to the items covered by this order subsequent to its placement but prior to payment will be applicable to this order.

## 4. Package Deliverables

The Contractor shall package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. The Contractor shall bear all cost of packaging. Deliverables shall be suitably packed to secure the lowest transportation cost and to conform with requirements of common carriers and any applicable specifications.

## 5. Title & Risk of Loss

Title to and risk of loss of the deliverables shall pass to the District only when the District actually receives and accepts the deliverables.

## 6. Delivery

Substitutions will not be accepted unless acceptance of a substitution is approved by the District's purchasing agent. Approval of a substitution must be in writing and signed by the District's purchasing agent. Contractor shall not ship excess quantities without the District's prior approval. Except as otherwise provided herein, the District shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at the District's option, be returned to Contractor, or held for disposition at Contractor's expense and risk. The invoice shall describe the items (including item number, description, quantity ordered, unit cost and total cost) and state the purchase order number (if applicable). The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables. Every tender of delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contract may notify the District of the intention to cure and may then make a conforming tender within the time allotted in the contract.

## 7. Delivery Terms and Transportation Charges

Deliverables shall be shipped F.O.B. destination unless otherwise specified. Unless stated otherwise, the Contractor's price shall be deemed to include all delivery and transportation charges. The District shall have the right to designate what method of transportations shall be used to ship the deliverables. The place of delivery shall be that set forth in the address block of the purchase order or purchase released.

## 8. Warranties

Contractor warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any breach of warranty.

## 9. Warranty- Deliverables

The Contractor warrants that it has good and indefeasible title to all deliverables furnished in the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the District harmless from and against all adverse title claims to the deliverables. The Contractor warrants and represents that all deliverables sold to the District under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules and regulations, and industry codes and standards. Unless otherwise stated in the solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. Recycled deliverables shall be clearly identified as such. The Contract may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the District's option and at no additional cost to the District. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The District shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the District's rights under this section. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the District, then in addition to any other available remedy, the District may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming

deliverables from other sources. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such deliverables from another source. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the District. If for any reason the manufacturer's warranty cannot be fully transferred to the District, the Contractor shall assist and cooperate with the District to the fullest extent to enforce such manufacturer's warranty for the benefit of the District.

## 10. Warranty- Services

The Contractor warrants and represents that all services to be provided the District under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the District. All costs incidental to such additional performance shall be borne by the Contractor. The District shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the District's rights under this section. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the District, then in addition to any other available remedy, the District may reduce the amount of service it may be required to purchase under the Contract from the Contractor, and purchase conforming services from another source. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such services from another source.

## 11. Acceptance of Incomplete or Non-Conforming Deliverables

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the District prefers to accept it, the District may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the District's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the District may deduct such amounts as are necessary to compensate the District for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the District by the Contractor.

## 12. Right to Assurance

Whenever one Party to the Contract 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 Contract.

## 13. Stop Work Notice

The District may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the District to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the District that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the District as a result of the issuance of such Stop Work Notice.

## 14. Inspection and Tests

All goods ordered hereunder will be subject to inspection and test by the District to the extent practicable at all times and places, including the period of manufacture and in any event prior to acceptance. Such goods will be subject to final inspection and acceptance by the District after delivery to the District. It is expressly agreed that inspections and/or payments prior to delivery will not constitute final acceptance. If the goods delivered do not meet the specifications or otherwise do not conform with the requirements of this order, the District shall have the right to reject such goods. Goods which have been delivered and rejected in whole or in part may, at the District's option, be returned to Contractor or held for disposition at Contractor's risk and expense.

## 15. Waiver

The District's failure to insist in any one or more instances upon the full performance of the Contractor of any term, covenant, obligations or condition imposed on by this order shall not be construed as a waiver of any right available to the District hereunder with respect to such nonperformance or as the District's condoning further nonperformance.

## 16. Place and Condition of Work

The District shall provide the Contractor or Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it is satisfied itself as to the nature of the District's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. Contractor hereby releases and holds the District harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

## 17. Workforce

The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract. The Contractor, its employees, subcontractors, or subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivery goods or services under a District contract or on the District's property use or possess alcoholic or other intoxicating beverages, illegal drugs or controller substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. If the District or a District representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, or has possessed or was under the influence of alcohol or drugs on the job, the

Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the District's prior written approval.

#### **18. Compliance with Health, Safety, and Environmental Regulations**

The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the District harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

#### **19. HIPAA Compliance**

Vendor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 (GINA); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001, all et seq., and as amended, collectively referred to as "HIPAA", to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Vendor may be required to enter a Business Associate Agreement pursuant to HIPAA.

#### **20. The District's Property**

Title to and the right of immediate possession of any property, including without limitation, patterns, tools, jigs, dies, equipment or material furnished or paid for by the District shall remain with the District. No articles made there from shall be furnished by Contractor to any other Party without the District's prior written consent. Contractor shall keep adequate records of such property which shall be made available to the District upon request, and shall store, protect, preserve, repair and maintain such property in accordance with sound industrial practice, all at Contractor's expense. Unless otherwise agreed to by the District, Seller shall insure the District's interest in such property against loss or damage (including extended coverage). Copier or certificates of such insurance will be furnished to the District on demand.

In the event that the District's property becomes lost or damaged to any extent from any cause while in the Contractor's possession, Contractor agrees to indemnify the District or replace such property at Contractor's expense, in accordance with the District's request.

#### **21. Drawings and Specification Review**

If during the term of this order, the District's representatives review drawings, specifications, or other data developed by the Contractor in connection with the order and make suggestions or comments or approve such documents and data, such action is only an expression of opinion by the District and shall not serve to relieve the Contractor of any responsibility for the reliability, quality, rate of output, cost, delivery, performance or any other requirements of this order.

#### **22. Drawings and Data**

Contractor shall keep confidential all information, drawings, specifications, or data furnished by the District, or prepared by the Contractor specifically in connection with the performance of this order, and shall not divulge or use such information, drawings, specifications or data for the benefit of any other Party. Except as required for the efficient performance of this order, Contractor shall not make copies or permit copies to be made without the prior written consent of the District. Contractor shall not use, either directly or indirectly, and such data or any information derived there from for any purpose other than to perform this order without obtaining the District's written consent.

#### **23. Use of Information**

Contractor agrees that all information heretofore or hereafter furnished or disclosed to the District by Contractor in connection with the placing or filing of this order is furnished or disclosed as a part of the consideration for this order, that such information is not, unless otherwise agreed to by the District in writing, to be treated as confidential or proprietary, and that the Contractor shall assert no claims (other than patent infringement) by reason of the use or disclosure of such information by the District, its assigns or its customers.

#### **24. Advertisements**

Contractor shall not in any manner advertise or publish the fact that is has furnished, or contracted to furnish, the District the goods or services herein mentioned without prior written consent of the District. Contractor shall not disclose any details in connection with this order to any Party except as may be otherwise provided.

#### **25. Tooling**

Unless otherwise specified in this order, all tooling and/or all other articles required for the performance hereof shall be furnished by the Contractor, shall be maintained in good working condition and replaced when necessary at the Contractor's expense.

#### **26. Default**

The District reserves the right, by written notice of default, to cancel this order, without liability to the District, in the event of the happening of any of the following: insolvency of Contractor, the filing of a voluntary petition in bankruptcy by Contractor, the filing of an involuntary petition to have Contractor declared bankrupt, the appointment of a Receiver or Trustee for Contractor, or the execution by Contractor of an assignment for the benefit of creditors. If Contractor fails to perform as specified herein, or if Contractor breaches any of the terms hereof, the District reserves the right, without any liability to the District, upon giving Contractor written notice, to (i) cancel the Contract in whole or in part, by written notice to Contractor and Contractor shall be liable to the District for all damages, losses and liability incurred by the District directly or indirectly resulting from the Contractor's breach, or (ii) obtain the goods ordered herein from another source with any excess cost resulting therefrom, chargeable to Contractor, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided by law or in equity.

#### **27. Termination for Cause**

In the event of a default by the Contractor, the District shall have the right to terminate the

Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the District's reasonable satisfaction that such default does not, in fact, exist. The District may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the District determines the Contractor has failed to perform satisfactorily during the probation period, the District may proceed with suspension. In addition to any other remedy available under law or in equity, the District shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the District as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided bylaw.

#### **28. Termination Without Cause**

The District shall have the right to terminate the Contract, in whole or in part, without cause any time within thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The District shall pay the Contractor, 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 of the Contract and herein.

#### **29. Fraud**

Fraudulent statements by the Contractor on any offer or in any report or deliverable required to be submitted by the Contractor to the District shall be grounds for the termination of the Contract for cause by the District and may result in legal action.

#### **30. Delays**

The District may delay scheduled delivery or other due dates by written notice to the Contractor if the District deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the District and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in these terms and conditions. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

#### **31. Force Majeure**

Neither Party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each Party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

#### **32. Compliance with Laws**

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, rules, regulations and order pertaining to the production and sale of the goods ordered, and, upon request, Contractor shall furnish the District certificates of compliance with such laws, rules, regulations and orders.

#### **33. Government Contracts**

If it is indicated on the face hereof or Contractor is otherwise informed that this order is placed, directly or indirectly, under a contract of the United States Government or any State or other governmental authority, then all terms and conditions required by law, regulation or by the Government Contract with respect to this order are incorporated herein by reference. To the extent that the terms and conditions of this order are inconsistent with any such required terms and conditions, then the required terms and conditions shall prevail and be binding on both the District and the Contractor. Contractor agrees, certifying that Contractor is in compliance with all such terms and conditions as well as any applicable law or regulation. Upon request, the District will make available to the Contractor copies of all pertinent terms and conditions required by any such Government Contract.

#### **34. Right to Audit**

The Contractor agrees that a representative of the County Auditor, District, or District's auditor, or any other authorized representative of the District shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters the District has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the District any overpayments disclosed by any such audit. The Contract shall include section the "right to audit" language above in all subcontractor agreements entered into in connection with this Contract.

#### **35. Subcontractors**

Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that: (1) require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract; (2) prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the District and the Contractor. The District may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the District; (3) require Subcontractors to submit all invoice and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contract to include same with its invoice or application for payment to the District in accordance with the terms of the Contract; (4) require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the District being named insured as its interest shall appear; and (5) require that the Subcontractor indemnify and hold the District harmless to the same extent as the Contractor is required to indemnify the District. The Contractor shall be fully

responsible to the District for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the District and any such Subcontractor, nor shall it create any obligation on the part of the District to pay or to see to the payment of any moneys due to any such Subcontractor except as may otherwise be required by law. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the District.

#### **36. Equal Opportunity**

The Equal Opportunity Clause in Section 202 Executive Order No. 11246, amended, relative to Equipment Employment Opportunity, and the implementing rules and regulations of the Office of Federal Contract Compliance, and Section 503 of the Rehabilitation Act, or incorporated herein by specific references.

#### **37. Indemnification**

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

#### **38. Intellectual Property**

Contractor shall indemnify and hold harmless the District, its successors, assigns, customers or users of its products, from and against all loss, liability and damage, including costs and expenses, resulting from any claim that the manufacture, use, sale or resale of any goods or services supplied under the Contract infringe any patent, patent rights, copyright, trademark, service mark, trade secret or any other intellectual property right of any other party. Contractor, when notified, shall defend any action or claim of such infringement at its own expense. Contractor warrants that the products, goods, or services when delivered to the District will be free from any claims of alleged infringement of patent, copyright, trademark, service mark, trade secret or any other intellectual property right of any other party. If any third party asserts any such claim or allegation against the District or its customers, Contractor shall defend, indemnify and hold harmless the District and its customers from and against any and all costs (including reasonable attorneys' fees incurred), expenses, losses, damages, liabilities, penalties, or judgments relating to such claim or allegation, provided that the District and its customers use the products, goods, or services for their normal purposes.

#### **39. Assignment**

Neither this order nor any rights or obligations herein may be assigned by Contractor nor may Contractor delegate the performance of any of its duties hereunder without, in either case, the prior written consent of the District.

#### **40. Applicable Law**

The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of Texas. The obligations and undertakings of each of the Parties to the Contract shall be performed in Travis County, Texas.

#### **41. Invoices and Notices**

All correspondence and invoices covering the Contract, and these terms and conditions, must be addressed to the District's Finance Department. The District's contact information is as follows:

Travis Central Appraisal District  
Attn: Finance Department  
P.O. Box 149012  
Austin, TX 78714-9012  
Ph: (512)834-9317

Any notice, other than regular invoices, triggering either Party's rights under these terms and conditions shall be made in writing and sent via certified mail to the other Party. Each Contract shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the District, a separate invoice must be sent for each shipment or delivery made. Proper invoices must include a unique invoice number and the purchase order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor file with the District. Unless otherwise instructed in writing, the District may rely on the remittance address specified on the Contractor's invoice.

***Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The District will furnish a tax exemption certificate upon request.***

#### **42. Payment**

All proper invoices received by the District will be paid within thirty (30) calendar days of the District's receipt of deliverables or of the invoice, whichever is later. If partial shipments or deliverables are authorized by the District, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery. The District may withhold or set off the entire payment or part of any payment otherwise due to the Contract as may be necessary on account of: (1) delivery of defective or non-conforming deliverables by the contractor; (2) third party claims, which are not covered by the insurance which the Contractor is required provide, are filed or reasonable evidence indicating probable filing of such claims; (3) failure of the Contract to pay Subcontractors, or for labor, materials, or equipment; (4) damage to the property of the District or the District's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor; (5) reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (6) failure of the Contractor to submit proper invoices with all required attachments and

supporting documentation; and (7) failure of the Contractor to comply with any material provision of the Contract Documents.

The awarding or continuation of this contract is dependent upon the availability of funding. The District's payment obligations are payable only and solely from the funds appropriated and available for this contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The District shall provide the Contractor written notice of the failure of the District to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the District to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the District.

#### **43. Travel Expenses**

All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the solicitation will be reviewed by the District's Finance Department for accuracy. All travel expenses submitted for reimbursement must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets, etc.) No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

#### **44. Insurance**

If Contractor performs any services for the District on the District's premises, during the term of this Agreement and for a period of at least one year after completion of Contractor's obligations pursuant hereunder, Contractor will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 million; (c) Commercial General Liability, including Products and Completed Operations and Contractual Liability, with a minimum combined single limit of \$1 million per occurrence; and (d) Excess Liability Insurance with limits not less than US \$5 million unless otherwise documented in writing and signed by both Parties. Contractor will provide the District with an insurance certificate from its insurance carriers for each of the required foregoing insurance coverages, and naming the District as an additional insured for Commercial General Liability and Excess Liability Insurance.

#### **45. Claims**

If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the District within ten (10) calendar days after receipt of notice to the Contractor. Such notice to the District 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.

#### **46. Notice**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by US Postal Service mail. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercial accepted means.

#### **47. Confidentiality**

In order to provide the Deliverables to the District, Contractor may require access to certain of the District's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the District or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the District and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the District and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the District or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the District before disclosing such information so as to permit the District reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. This provision should not be interpreted to limit or prevent the Contractor from complying with the Texas Public Information Act (TPIA), or a decision of the Attorney General. As required under the TPIA, a Party shall notify the other Party when a Requestor under the TPIA seeks information that may be Confidential Information of the other Party.

#### **48. Publications**

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

#### **49. Advertising**

The Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into the Contract, except to the extent required by law.

#### **50. No Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any

amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### **51. Gratuities**

The District may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the District that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the District with a view toward securing the Contract 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 Contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

#### **52. Prohibition Against Personal Interest in Contracts**

No officer, employee, independent consultant, or elected official of the District 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 Contract 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 Contractor shall render the Contract voidable by the District.

#### **53. Independent Contractor**

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the District.

#### **54. Assignment-Delegation**

The Contract shall be binding upon and ensure to the benefit of the District and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the District. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract 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 Contract.

#### **55. Waiver**

No claim or right arising out of a breach of the Contract 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 Contractor or the District 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 Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

#### **56. Modifications**

The Contract can be modified or amended only by a writing signed by both Parties. No printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

#### **57. Interpretation**

The Contract 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 Contract. Although the Contract 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 Contract, the UCC definition shall control, unless otherwise defined in the Contract. Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" and "including" shall mean "include without limitation," "includes without limitation" and "including without limitation," it being the intention of the Parties that any listing following thereafter is illustrative and not exclusive or exhaustive. All references to "days" shall mean calendar days, unless otherwise specified. Section headings of these terms and conditions have been added solely for convenience of reference and shall have no effect upon construction or interpretation of the Contract.

#### **58. Dispute Resolution**

If a dispute arises out of or relates to the Contract, 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. 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 District and the Contractor 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 Contract 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 District and the Contractor will share the mediator's fees equally and the Parties will bear their own costs of participation such as fees for any consultants or attorneys they may

utilize to represent them or otherwise assist them in the mediation.

#### **59. Limitations**

The District is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on the District's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on the District to the extent permitted by the Constitution and the laws of the State of Texas.

#### **60. Jurisdiction and Venue**

The Contract 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 Contract 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 District to seek and secure injunctive relief from any competent authority as contemplated herein.

#### **61. Invalidity & Severability**

If any provision, or part thereof, of the Contract becomes or is declared invalid, illegal, or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The Parties further agree to consider, but or not obligated, to reform the Contract to replace any invalid, illegal or unenforceable provision with a valid provision that comes as close as possible to the intent of the voided provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

#### **62. Survivability of Obligations**

All provisions of the Contract that impose continuing obligations on the Parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the Parties, shall survive the expiration or termination of the Contract.

#### **63. Non-suspension or Debarment Certification**

The District is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or District Contracts. By accepting a Contract with the District, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the District.

#### **64. Equal Opportunity**

No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

#### **65. Integration**

These terms and conditions supersede any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of the Contract, and contains all of the covenants and agreements between the Parties with respect to the subject matter. Both Parties to the Contract acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in the Contract, and that no agreement, statement, or promise not contained in the Contract shall be valid or binding.

#### **66. Hierarchy**

In the event that the terms and conditions of this Contract conflict with any other terms and conditions, this is the hierarchy that will be used:

1. Any terms or conditions stated on the face of the order
2. Any terms or conditions attached to the order
3. Any history of past business dealings
4. Any terms or conditions of the Contractor

Should you have any questions regarding the District's terms and conditions, you may contact the District's Finance & Facilities Officer, Leana Mann, at (512)834-9317 or by email at [Lmann@tcadcentral.org](mailto:Lmann@tcadcentral.org).

**5J**

**REGULAR AGENDA**



## PROFESSIONAL SERVICES AGREEMENT

This contract made and entered into on this \_\_\_\_\_ day of December, 2021, by and between the Travis Central Appraisal District (hereinafter "the District") and Betty Thompson, an individual and independent contractor (hereinafter "the Contractor"). The agreement set forth in this contract represents the full extent of the agreement between the parties. Any prior agreements, estimates, or proposals, not expressly contained in this document are null and void upon the signing of this agreement.

For an in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the District and the Contractor agree to bind and obligate themselves as follows:

***Contractor's Obligations.*** The Contractor shall perform and/or provide administrative services to the Appraisal Review Board (ARB) and the District, including, but not limited to, the following:

Provide liaison services between the District and the ARB;

Providing continuity amongst ARB Chairpersons from year to year. The Chair position has numerous statutory responsibilities and providing a consistent administrative consultant will provide assistance from year to year;

Assist with ARB scheduling directives;

Report to the board of directors concerns creating any budget impact;

Report statistics to board of directors and TCAD staff regarding operations of the ARB;

Assist ARB Chairperson with administrative tasks as directed;

***District's Obligations.*** The District shall:

Compensate the contractor for services rendered at the rate of \$45,000 (forty-five thousand dollars and no cents) per year, paid in equal monthly installments for all services provided.

Pay the Contractor according to the rate set forth above, monthly, within 7 business days from which an invoice is received by the District's Finance Department.

***Term.*** The term of this contract shall be for the 2022 budget year, beginning January 1, 2022 and ending December 31, 2022.

***Fees, Expenses & Payment.*** Unless Contractor provides the District with a valid tax exemption certificate, the Contractor is responsible for all taxes, duties, and custom fees which may be assessed on the amounts paid for services performed hereunder. Contractor invoices shall be provided to the District Finance Department monthly and shall include the following information:

- The period for which work and expenses are billed;
- The quantity of work performed in hours;
- Description of all work performed

***Independent Contractor Status.*** The Contractor performs this agreement as an independent contractor, not an employee of the District. Nothing in this agreement is intended to construe the existence of a partnership, joint venture, or agency relationship between the District and the Contractor.

***Termination of Contract.*** The District's Board of Directors reserves the right to terminate this contract at any time for nonperformance and/or failure to follow the contract terms. If the Board of Directors decides to terminate the contract for any of the reasons listed above, the District shall discontinue payment immediately. In this case, the District shall pay the Contractor for any work completed prior to the Contractor's receipt of the written cancellation notice. Either party may terminate this agreement at any time by giving the other party thirty days written notice of termination.

***Force Majeure.*** Neither party shall be liable for any failure to perform its obligations under this agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of supplies to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

***Rights and Duties.*** The Contractor shall not obtain, by virtue of this agreement, any rights, title, or interest in confidential information of the District. Within 10 (ten) days after termination of this agreement, Contractor shall certify in writing to the District that all copies of Confidential Information, in any form, including partial copies have been destroyed, returned, or used solely as the District so directors.

***Changes to Agreement.*** Any changes to the assigned as outlined in this Agreement shall necessitate a new Agreement.

***Third Party Beneficiaries.*** Nothing in this agreement shall create a contractual relationship between the Contract or the District and any third party, or any cause of action in favor of any third party. This agreement shall not be construed to render any person or entity a third-party beneficiary of this agreement, including but not limited to any third-party beneficiaries.

***Governing Law and Jurisdiction.*** The interpretation and enforcement of this agreement shall be governed by the laws of the State of Texas.

***Prohibition of Boycotting Israel.*** Local Government Code, Section 2270 prohibits all local government agencies from contracting with companies who boycott Israel or plan to boycott Israel during the term of this contract. By signing this contract, you attest that you have not and do not plan to, during the term of this contract, boycott Israel.

The following exhibits listed below are incorporated by reference as part of this signed contract.

Exhibit A- TCAD General Terms and Provisions

**DISTRICT:**

**CONTRACTOR:**

\_\_\_\_\_  
(Signature)  
James Valadez  
Board of Directors, Chairman  
Travis Central Appraisal District

\_\_\_\_\_  
(Signature)  
Betty Thompson

DRAFT

### 1. Acceptance

This order is accepted by Contractor's promptly mailing to Travis Central Appraisal District, herein after referred to as "the District", its written acceptance within ten (10) days of the order's date, Contractor submitting a response to a solicitation or a quote, or commencement of performance by Contractor. Acceptance is limited to the terms and conditions of this order. The Contract, with any attachments, constitutes the entire agreement of the Parties. No waiver or modification or additions to the terms of this order shall be valid unless in writing and signed by both Parties. This agreement shall be binding on and inure to the benefits of heirs, executors, administrators, successors, and assigns of the respective Parties to this Agreement.

### 2. Effective Date/Term

Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the Contract is signed by the District, and shall continue in effect until all obligations are performed in accordance with the contract.

### 3. Prices

The District shall not be billed at prices higher than those stated on the front of this order. Unless otherwise specified, the price stated includes all charges for packing, hauling, storage and transportation to point of delivery. Contractor will pay delivery charges in excess of any delivery charge that the District has agreed to pay. Contractor agrees that any price reduction made with respect to the items covered by this order subsequent to its placement but prior to payment will be applicable to this order.

### 4. Package Deliverables

The Contractor shall package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. The Contractor shall bear all cost of packaging. Deliverables shall be suitably packed to secure the lowest transportation cost and to conform with requirements of common carriers and any applicable specifications.

### 5. Title & Risk of Loss

Title to and risk of loss of the deliverables shall pass to the District only when the District actually receives and accepts the deliverables.

### 6. Delivery

Substitutions will not be accepted unless acceptance of a substitution is approved by the District's purchasing agent. Approval of a substitution must be in writing and signed by the District's purchasing agent. Contractor shall not ship excess quantities without the District's prior approval. Except as otherwise provided herein, the District shall not be obligated to accept untimely, excess or under shipments and such shipments in whole or in part may, at the District's option, be returned to Contractor, or held for disposition at Contractor's expense and risk. The invoice shall describe the items (including item number, description, quantity ordered, unit cost and total cost) and state the purchase order number (if applicable). The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables. Every tender of delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contract may notify the District of the intention to cure and may then make a conforming tender within the time allotted in the contract.

### 7. Delivery Terms and Transportation Charges

Deliverables shall be shipped F.O.B. destination unless otherwise specified. Unless stated otherwise, the Contractor's price shall be deemed to include all delivery and transportation charges. The District shall have the right to designate what method of transportations shall be used to ship the deliverables. The place of delivery shall be that set forth in the address block of the purchase order or purchase released.

### 8. Warranties

Contractor warrants that the items and services covered hereunder will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable, of good material and workmanship, free from defects and will be fit and sufficient for the purpose intended. These warranties shall be in addition to all other warranties, express, implied or statutory. Payment for, inspection of, or receipt of articles or services shall not constitute a waiver of any breach of warranty.

### 9. Warranty- Deliverables

The Contractor warrants that it has good and indefeasible title to all deliverables furnished in the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the District harmless from and against all adverse title claims to the deliverables. The Contractor warrants and represents that all deliverables sold to the District under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules and regulations, and industry codes and standards. Unless otherwise stated in the solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned. Recycled deliverables shall be clearly identified as such. The Contract may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the District's option and at no additional cost to the District. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The District shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the District's rights under this section. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the District, then in addition to any other available remedy, the District may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming

deliverables from other sources. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such deliverables from another source. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the District. If for any reason the manufacturer's warranty cannot be fully transferred to the District, the Contractor shall assist and cooperate with the District to the fullest extent to enforce such manufacturer's warranty for the benefit of the District.

### 10. Warranty- Services

The Contractor warrants and represents that all services to be provided the District under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the District. All costs incidental to such additional performance shall be borne by the Contractor. The District shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the District's rights under this section. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the District, then in addition to any other available remedy, the District may reduce the amount of service it may be required to purchase under the Contract from the Contractor, and purchase conforming services from another source. In such event, the Contractor shall pay to the District upon demand the increased cost, if any, incurred by the District to procure such services from another source.

### 11. Acceptance of Incomplete or Non-Conforming Deliverables

If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the District prefers to accept it, the District may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the District's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the District may deduct such amounts as are necessary to compensate the District for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the District by the Contractor.

### 12. Right to Assurance

Whenever one Party to the Contract 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 Contract.

### 13. Stop Work Notice

The District may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State or local guidelines, or in a manner that is determined by the District to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the District that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the District as a result of the issuance of such Stop Work Notice.

### 14. Inspection and Tests

All goods ordered hereunder will be subject to inspection and test by the District to the extent practicable at all times and places, including the period of manufacture and in any event prior to acceptance. Such goods will be subject to final inspection and acceptance by the District after delivery to the District. It is expressly agreed that inspections and/or payments prior to delivery will not constitute final acceptance. If the goods delivered do not meet the specifications or otherwise do not conform with the requirements of this order, the District shall have the right to reject such goods. Goods which have been delivered and rejected in whole or in part may, at the District's option, be returned to Contractor or held for disposition at Contractor's risk and expense.

### 15. Waiver

The District's failure to insist in any one or more instances upon the full performance of the Contractor of any term, covenant, obligations or condition imposed on by this order shall not be construed as a waiver of any right available to the District hereunder with respect to such nonperformance or as the District's condoning further nonperformance.

### 16. Place and Condition of Work

The District shall provide the Contractor or Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the District's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. Contractor hereby releases and holds the District harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

### 17. Workforce

The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract. The Contractor, its employees, subcontractors, or subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivery goods or services under a District contract or on the District's property use or possess alcoholic or other intoxicating beverages, illegal drugs or controller substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job. If the District or a District representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, or has possessed or was under the influence of alcohol or drugs on the job, the

Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the District's prior written approval.

#### **18. Compliance with Health, Safety, and Environmental Regulations**

The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the District harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

#### **19. HIPAA Compliance**

Vendor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 (GINA); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001, all et seq., and as amended, collectively referred to as "HIPAA", to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Vendor may be required to enter a Business Associate Agreement pursuant to HIPAA.

#### **20. The District's Property**

Title to and the right of immediate possession of any property, including without limitation, patterns, tools, jigs, dies, equipment or material furnished or paid for by the District shall remain with the District. No articles made there from shall be furnished by Contractor to any other Party without the District's prior written consent. Contractor shall keep adequate records of such property which shall be made available to the District upon request, and shall store, protect, preserve, repair and maintain such property in accordance with sound industrial practice, all at Contractor's expense. Unless otherwise agreed to by the District, Seller shall insure the District's interest in such property against loss or damage (including extended coverage). Copies or certificates of such insurance will be furnished to the District on demand.

In the event that the District's property becomes lost or damaged to any extent from any cause while in the Contractor's possession, Contractor agrees to indemnify the District or replace such property at Contractor's expense, in accordance with the District's request.

#### **21. Drawings and Specification Review**

If during the term of this order, the District's representatives review drawings, specifications, or other data developed by the Contractor in connection with the order and make suggestions or comments or approve such documents and data, such action is only an expression of opinion by the District and shall not serve to relieve the Contractor of any responsibility for the reliability, quality, rate of output, cost, delivery, performance or any other requirements of this order.

#### **22. Drawings and Data**

Contractor shall keep confidential all information, drawings, specifications, or data furnished by the District, or prepared by the Contractor specifically in connection with the performance of this order, and shall not divulge or use such information, drawings, specifications or data for the benefit of any other Party. Except as required for the efficient performance of this order, Contractor shall not make copies or permit copies to be made without the prior written consent of the District. Contractor shall not use, either directly or indirectly, and such data or any information derived there from for any purpose other than to perform this order without obtaining the District's written consent.

#### **23. Use of Information**

Contractor agrees that all information heretofore or hereafter furnished or disclosed to the District by Contractor in connection with the placing or filing of this order is furnished or disclosed as a part of the consideration for this order, that such information is not, unless otherwise agreed to by the District in writing, to be treated as confidential or proprietary, and that the Contractor shall assert no claims (other than patent infringement) by reason of the use or disclosure of such information by the District, its assigns or its customers.

#### **24. Advertisements**

Contractor shall not in any manner advertise or publish the fact that it has furnished, or contracted to furnish, the District the goods or services herein mentioned without prior written consent of the District. Contractor shall not disclose any details in connection with this order to any Party except as may be otherwise provided.

#### **25. Tooling**

Unless otherwise specified in this order, all tooling and/or all other articles required for the performance hereof shall be furnished by the Contractor, shall be maintained in good working condition and replaced when necessary at the Contractor's expense.

#### **26. Default**

The District reserves the right, by written notice of default, to cancel this order, without liability to the District, in the event of the happening of any of the following: insolvency of Contractor, the filing of a voluntary petition in bankruptcy by Contractor, the filing of an involuntary petition to have Contractor declared bankrupt, the appointment of a Receiver or Trustee for Contractor, or the execution by Contractor of an assignment for the benefit of creditors. If Contractor fails to perform as specified herein, or if Contractor breaches any of the terms hereof, the District reserves the right, without any liability to the District, upon giving Contractor written notice, to (i) cancel the Contract in whole or in part, by written notice to Contractor and Contractor shall be liable to the District for all damages, losses and liability incurred by the District directly or indirectly resulting from the Contractor's breach, or (ii) obtain the goods ordered herein from another source with any excess cost resulting therefrom, chargeable to Contractor, if such deficiencies are not remedied. The remedies herein provided shall be cumulative and in addition to any other remedies provided by law or in equity.

#### **27. Termination for Cause**

In the event of a default by the Contractor, the District shall have the right to terminate the

Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the District's reasonable satisfaction that such default does not, in fact, exist. The District may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the District determines the Contractor has failed to perform satisfactorily during the probation period, the District may proceed with suspension. In addition to any other remedy available under law or in equity, the District shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the District as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

#### **28. Termination Without Cause**

The District shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The District shall pay the Contractor, 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 of the Contract and herein.

#### **29. Fraud**

Fraudulent statements by the Contractor on any offer or in any report or deliverable required to be submitted by the Contractor to the District shall be grounds for the termination of the Contract for cause by the District and may result in legal action.

#### **30. Delays**

The District may delay scheduled delivery or other due dates by written notice to the Contractor if the District deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the District and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in these terms and conditions. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

#### **31. Force Majeure**

Neither Party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any Government or any Governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence. Each Party shall notify the other in writing of the cause of such delay within five (5) days after the beginning thereof.

#### **32. Compliance with Laws**

Contractor agrees to fully observe and comply with all applicable Federal, State and local laws, rules, regulations and order pertaining to the production and sale of the goods ordered, and, upon request, Contractor shall furnish the District certificates of compliance with such laws, rules, regulations and orders.

#### **33. Government Contracts**

If it is indicated on the face hereof or Contractor is otherwise informed that this order is placed, directly or indirectly, under a contract of the United States Government or any State or other governmental authority, then all terms and conditions required by law, regulation or by the Government Contract with respect to this order are incorporated herein by reference. To the extent that the terms and conditions of this order are inconsistent with any such required terms and conditions, then the required terms and conditions shall prevail and be binding on both the District and the Contractor. Contractor agrees, certifying that Contractor is in compliance with all such terms and conditions as well as any applicable law or regulation. Upon request, the District will make available to the Contractor copies of all pertinent terms and conditions required by any such Government Contract.

#### **34. Right to Audit**

The Contractor agrees that a representative of the County Auditor, District, or District's auditor, or any other authorized representative of the District shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters the District has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the District any overpayments disclosed by any such audit. The Contract shall include section the "right to audit" language above in all subcontractor agreements entered into in connection with this Contract.

#### **35. Subcontractors**

Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that: (1) require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract; (2) prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the District and the Contractor. The District may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the District; (3) require Subcontractors to submit all invoice and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contract to include same with its invoice or application for payment to the District in accordance with the terms of the Contract; (4) require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the District being named insured as its interest shall appear; and (5) require that the Subcontractor indemnify and hold the District harmless to the same extent as the Contractor is required to indemnify the District. The Contractor shall be fully

responsible to the District for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the District and any such Subcontractor, nor shall it create any obligation on the part of the District to pay or to see to the payment of any moneys due to any such Subcontractor except as may otherwise be required by law. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the District.

#### **36. Equal Opportunity**

The Equal Opportunity Clause in Section 202 Executive Order No. 11246, amended, relative to Equipment Employment Opportunity, and the implementing rules and regulations of the Office of Federal Contract Compliance, and Section 503 of the Rehabilitation Act, or incorporated herein by specific references.

#### **37. Indemnification**

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

#### **38. Intellectual Property**

Contractor shall indemnify and hold harmless the District, its successors, assigns, customers or users of its products, from and against all loss, liability and damage, including costs and expenses, resulting from any claim that the manufacture, use, sale or resale of any goods or services supplied under the Contract infringe any patent, patent rights, copyright, trademark, service mark, trade secret or any other intellectual property right of any other party. Contractor, when notified, shall defend any action or claim of such infringement at its own expense. Contractor warrants that the products, goods, or services when delivered to the District will be free from any claims of alleged infringement of patent, copyright, trademark, service mark, trade secret or any other intellectual property right of any other party. If any third party asserts any such claim or allegation against the District or its customers, Contractor shall defend, indemnify and hold harmless the District and its customers from and against any and all costs (including reasonable attorneys' fees incurred), expenses, losses, damages, liabilities, penalties, or judgments relating to such claim or allegation, provided that the District and its customers use the products, goods, or services for their normal purposes.

#### **39. Assignment**

Neither this order nor any rights or obligations herein may be assigned by Contractor nor may Contractor delegate the performance of any of its duties hereunder without, in either case, the prior written consent of the District.

#### **40. Applicable Law**

The validity, interpretation and performance of these terms and conditions shall be governed by the laws of the State of Texas. The obligations and undertakings of each of the Parties to the Contract shall be performed in Travis County, Texas.

#### **41. Invoices and Notices**

All correspondence and invoices covering the Contract, and these terms and conditions, must be addressed to the District's Finance Department. The District's contact information is as follows:

Travis Central Appraisal District  
Attn: Finance Department  
P.O. Box 149012  
Austin, TX 78714-9012  
Ph: (512)834-9317

Any notice, other than regular invoices, triggering either Party's rights under these terms and conditions shall be made in writing and sent via certified mail to the other Party. Each Contract shall submit separate invoices on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the District, a separate invoice must be sent for each shipment or delivery made. Proper invoices must include a unique invoice number and the purchase order number. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor file with the District. Unless otherwise instructed in writing, the District may rely on the remittance address specified on the Contractor's invoice.

**Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The District will furnish a tax exemption certificate upon request.**

#### **42. Payment**

All proper invoices received by the District will be paid within thirty (30) calendar days of the District's receipt of deliverables or of the invoice, whichever is later. If partial shipments or deliverables are authorized by the District, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery. The District may withhold or set off the entire payment or part of any payment otherwise due to the Contract as may be necessary on account of: (1) delivery of defective or non-conforming deliverables by the contractor; (2) third party claims, which are not covered by the insurance which the Contractor is required provide, are filed or reasonable evidence indicating probable filing of such claims; (3) failure of the Contract to pay Subcontractors, or for labor, materials, or equipment; (4) damage to the property of the District or the District's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor; (5) reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; (6) failure of the Contractor to submit proper invoices with all required attachments and

supporting documentation; and (7) failure of the Contractor to comply with any material provision of the Contract Documents.

The awarding or continuation of this contract is dependent upon the availability of funding. The District's payment obligations are payable only and solely from the funds appropriated and available for this contract. The absence of appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The District shall provide the Contractor written notice of the failure of the District to make an adequate appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any appropriation to an amount insufficient to permit the District to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the District.

#### **43. Travel Expenses**

All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the solicitation will be reviewed by the District's Finance Department for accuracy. All travel expenses submitted for reimbursement must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets, etc.) No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

#### **44. Insurance**

If Contractor performs any services for the District on the District's premises, during the term of this Agreement and for a period of at least one year after completion of Contractor's obligations pursuant hereunder, Contractor will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 million; (c) Commercial General Liability, including Products and Completed Operations and Contractual Liability, with a minimum combined single limit of \$1 million per occurrence; and (d) Excess Liability Insurance with limits not less than US \$5 million unless otherwise documented in writing and signed by both Parties. Contractor will provide the District with an insurance certificate from its insurance carriers for each of the required foregoing insurance coverages, and naming the District as an additional insured for Commercial General Liability and Excess Liability Insurance.

#### **45. Claims**

If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the District within ten (10) calendar days after receipt of notice to the Contractor. Such notice to the District 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.

#### **46. Notice**

Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by US Postal Service mail. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, email, or other commercial accepted means.

#### **47. Confidentiality**

In order to provide the Deliverables to the District, Contractor may require access to certain of the District's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the District or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the District and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the District and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the District or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the District before disclosing such information so as to permit the District reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information. This provision should not be interpreted to limit or prevent the Contractor from complying with the Texas Public Information Act (TPIA), or a decision of the Attorney General. As required under the TPIA, a Party shall notify the other Party when a Requestor under the TPIA seeks information that may be Confidential Information of the other Party.

#### **48. Publications**

All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

#### **49. Advertising**

The Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into the Contract, except to the extent required by law.

#### **50. No Contingent Fees**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract 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 Contractor for the purpose of securing business. For breach or violation of this warranty, the District shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any

amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### **51. Gratuities**

The District may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the District that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the District with a view toward securing the Contract 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 Contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

#### **52. Prohibition Against Personal Interest in Contracts**

No officer, employee, independent consultant, or elected official of the District 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 Contract 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 Contractor shall render the Contract voidable by the District.

#### **53. Independent Contractor**

The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the District.

#### **54. Assignment-Delegation**

The Contract shall be binding upon and ensure to the benefit of the District and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the District. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract 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 Contract.

#### **55. Waiver**

No claim or right arising out of a breach of the Contract 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 Contractor or the District 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 Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

#### **56. Modifications**

The Contract can be modified or amended only by a writing signed by both Parties. No printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

#### **57. Interpretation**

The Contract 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 Contract. Although the Contract 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 Contract, the UCC definition shall control, unless otherwise defined in the Contract. Unless the context otherwise requires, words importing the singular shall include the plural and vice-versa. The words "include," "includes" and "including" shall mean "include without limitation," "includes without limitation" and "including without limitation," it being the intention of the Parties that any listing following thereafter is illustrative and not exclusive or exhaustive. All references to "days" shall mean calendar days, unless otherwise specified. Section headings of these terms and conditions have been added solely for convenience of reference and shall have no effect upon construction or interpretation of the Contract.

#### **58. Dispute Resolution**

If a dispute arises out of or relates to the Contract, 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. 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 District and the Contractor 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 Contract 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 District and the Contractor will share the mediator's fees equally and the Parties will bear their own costs of participation such as fees for any consultants or attorneys they may

utilize to represent them or otherwise assist them in the mediation.

#### **59. Limitations**

The District is subject to constitutional and statutory limitations on its ability to enter into certain terms and conditions of the Agreement, which may include those terms and conditions relating to: liens on the District's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, and processes; limitations of time in which to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolution; and indemnities. Terms and conditions relating to these limitations will only be binding on the District to the extent permitted by the Constitution and the laws of the State of Texas.

#### **60. Jurisdiction and Venue**

The Contract 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 Contract 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 District to seek and secure injunctive relief from any competent authority as contemplated herein.

#### **61. Invalidity & Severability**

If any provision, or part thereof, of the Contract becomes or is declared invalid, illegal, or unenforceable in any respect under any law, such provision, or part thereof, shall be null and void, and deemed deleted from the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The Parties further agree to consider, but not be obligated, to reform the Contract to replace any invalid, illegal or unenforceable provision with a valid provision that comes as close as possible to the intent of the voided provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

#### **62. Survivability of Obligations**

All provisions of the Contract that impose continuing obligations on the Parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the Parties, shall survive the expiration or termination of the Contract.

#### **63. Non-suspension or Debarment Certification**

The District is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or District Contracts. By accepting a Contract with the District, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the District.

#### **64. Equal Opportunity**

No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

#### **65. Integration**

These terms and conditions supersede any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of the Contract, and contains all of the covenants and agreements between the Parties with respect to the subject matter. Both Parties to the Contract acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in the Contract, and that no agreement, statement, or promise not contained in the Contract shall be valid or binding.

#### **66. Hierarchy**

In the event that the terms and conditions of this Contract conflict with any other terms and conditions, this is the hierarchy that will be used:

1. Any terms or conditions stated on the face of the order
2. Any terms or conditions attached to the order
3. Any history of past business dealings
4. Any terms or conditions of the Contractor

Should you have any questions regarding the District's terms and conditions, you may contact the District's Finance & Facilities Officer, Leana Mann, at (512)834-9317 or by email at [Lmann@tcadcentral.org](mailto:Lmann@tcadcentral.org).

**5K**

**REGULAR AGENDA**





# ANCIRA

## STRATEGIC PARTNERS

512-964-2180    jesse@ancirastrategies.com    919 Congress Ave, Suite 710, Austin TX 78701

### **Professional Services Agreement**

This **Professional Services Agreement** (Agreement) is effective \_\_\_\_\_  
(Effective Date) and is made by and between:

- (A) Travis Central Appraisal District (TCAD), a special purpose political subdivision of the State of Texas with their offices located at 850 E. Anderson Lane, Austin, TX 78752, and
- (B) Ancira Strategic Partners LLP, a Texas Limited Liability Partnership with their principal address at 919 Congress, Suite 710, Austin, Texas 78701 (Service Provider).

### **Scope of Services:**

Service Provider is engaged in the business of providing consulting and lobbying services relating to legislative advocacy and representation and TCAD wishes to purchase from Service Provider and obtain the benefit of such Services as set out in this Agreement.

Specific Services – Consistent with the Travis County Chief Appraiser’s Legislative Objectives, Service Provider will work collaboratively towards the following action items:

1. Assist in developing a strategy to advance the TCAD’s legislative priorities;
2. Actively engage in the following:
  - a. Educating legislative committee members, key legislators and leadership offices on the importance of TCAD’s legislative priorities.
  - b. Securing support for TCAD legislation and opposition to legislation opposed by TCAD.

- c. Identifying concerns or obstacles to TCAD legislation and advising TCAD accordingly.
  - d. Preparing committee members on committee action to help advance TCAD priorities.
  - e. Assist in getting legislation on the House/Senate Calendars or in keeping certain legislation from moving.
  - f. Preparing allies for committee and floor votes.
  - g. Assist in ushering legislation in the opposite chamber committee process.
  - h. Work with the Governor's Office on supporting legislation in anticipation of veto period.
3. Provide assistance on neutralizing harmful legislation filed by other parties by:
    - a. Educating members to secure opposition.
    - b. Advising on approach on opposing any harmful bills.
  4. Assist on other matters related to the TCAD legislation needed by the client.

**It is agreed:**

1. **Price and Time Period.**

TCCA and Service Provider agree to the aforementioned services at a fee of \$5,000 per month for a period of two years commencing January 1, 2022 and continuing through December 31, 2023.

2. **Service Provider Representative.**

Service Provider shall provide a designated representative with full authority to act for Service Provider on all matters relating to this Agreement who shall be responsible for overseeing and monitoring the administration and performance of the Services in accordance with this Agreement. Service Provider shall notify TCAD of the name and contact information of the designated representative, and shall notify TCAD of any changes after.

3. **Invoice.**

Upon execution of this Agreement, Service Provider shall invoice TCAD on a monthly basis pursuant to the terms and procedures as requested by TCAD.

4. **Payment Terms.**

TCAD (or applicable TCAD Affiliate) shall only pay undisputed amounts for accepted Services delivered and invoiced in accordance with this Agreement. Payment terms shall be Net 30 days upon receipt of a Properly Documented Invoice unless otherwise provided in a SOW.

5. **Expenses.**

TCAD will not bear any expenses (airfare, car rental, lodging, license and permit fees, etc.) of Service Provider unless such expenses are approved by TCAD in writing prior to being incurred by Service Provider.

6. **Termination.**

A Party shall have the right to terminate this Agreement for any reason or for no reason upon ten (10) days prior written notice to the other Party.

7. **Confidential Information.**

7.1. Service Provider shall use Confidential Information only for the purpose of this Agreement. Service Provider shall:

- (a) not disclose, nor allow the disclosure of, Confidential Information; and
- (b) safeguard Confidential Information from unauthorized use and disclosure.

7.2. Upon TCAD's request, Service Provider shall promptly return, or only to the extent that return is not physically feasible, destroy all TCAD Confidential Information. Following such return or destruction, Service Provider shall provide to TCAD written certification that no Confidential Information (or copies) is retained by Service Provider.

7.3. **Conflicts.** In order to avoid any actual or perceived conflicts of interest, Service Provider represents that it has provided to TCAD a list of all of its current clients for which services, which may include lobbying, consulting, advisory, professional, or similar activity, are being conducted by Service Provider (whether or not such activities require registration under the relevant jurisdiction lobbying laws) and Service Provider warrants and agrees that, during the Term, it will notify TCAD CA in writing and on a timely basis of any new client engagements for which such activity is being conducted.

8. **Severability.**

Should any provision of this Agreement be held to be void, invalid, unenforceable or illegal, it shall be severed from this Agreement and the remaining terms shall remain in full force and effect. The balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void.

9. **Amendment.**

This Agreement shall not be amended except by express written agreement of the Parties. Any other attempt to amend this Agreement shall be null and void.

10. **Entire Agreement.**

This Agreement contains the entire agreement and understanding between the Parties with respect to its subject matter and supersedes all prior representations, negotiations, and agreements, whether written or oral, relating to such subject matter.

Except as provided above for TCAD's Affiliates, this Agreement is entered into for the exclusive benefit of the Parties and is not intended to benefit any person or entity not a signatory to this Agreement or create any rights, powers or interests in any third person.

**Accepted and agreed as of the Effective Date by:**

\_\_\_\_\_ **Date** \_\_\_\_\_  
**Jesse Ancira, Jr.**  
**Ancira Strategic Partners**

\_\_\_\_\_ **Date** \_\_\_\_\_  
**James Valadez**  
**Chairperson, Board of Directors**  
**Travis Central Appraisal District**

