

ETHICS REVIEW COMMISSION
CHAPTER 2-7 CITY CODE
COMPLAINT

NAME OF PERSON(S) FILING COMPLAINT: Brian Molloy, Chief of Investigations,
Office of the City Auditor

MAILING ADDRESS: PO Box 1088, Austin TX 78767-1088

PHONE NUMBER: 512-974-6013

EMAIL ADDRESS: Brian.Molloy@austintexas.gov

PLEASE FILE A SEPARATE COMPLAINT FORM FOR EACH PERSON
COMPLAINED AGAINST.

NAME OF PERSON COMPLAINED AGAINST: DeShawn Scott

CITY OFFICE, DEPARTMENT, COMMISSION: Public Works Department

MAILING ADDRESS: _____

PHONE NUMBER [IF KNOWN]: 512-974-7013

EMAIL ADDRESS [IF KNOWN]: DeShawn.Scott@austintexas.gov

The Ethics Review Commission has jurisdiction to hear complaints alleging violation(s) of the following provisions:

- City Code, Chapter 2-1, Section 2-1-24 (City Boards, Conflict of Interest and Recusal)
- City Code, Chapter 2-2 (Campaign Finance)
- City Code, Chapter 2-7 (Ethics and Financial Disclosure), except for Article 6 (Anti-lobbying and Procurement)
- City Code, Chapter 4-8 (Regulation of Lobbyists)
- City Charter, Article III, Section 8 (Limits on Campaign Contributions and Expenditures)

PLEASE LIST EACH ALLEGED VIOLATION OF THE ABOVE CITY CODE AND
CHARTER PROVISIONS SEPARATELY ON THE FOLLOWING PAGES.

I.

SECTION OF CHARTER OR ORDINANCE VIOLATED: City Code 2-7-62 (J)

DATE OF ALLEGED VIOLATION: April 3, 2017 – May 11, 2018

ACTIONS ALLEGED TO BE A VIOLATION:

We found evidence that DeShawn Scott, PWD Administrative Specialist, misused his City computer and email account to complete tasks related to his secondary employment as the owner and operator of two different food trucks.

WITNESSES OR EVIDENCE THAT WOULD BE PRESENTED: _____

(see the table of contents attached)

CONTACT INFORMATION OF ANY PERSON(S), OTHER THAN THE PERSON COMPLAINED AGAINST, WHO IS IDENTIFIED BY NAME ABOVE OR IN ANY ATTACHMENTS AS INVOLVED IN THE ALLEGED INAPPROPRIATE CONDUCT: (Leave blank if inapplicable.)

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

II.

SECTION OF CHARTER OR ORDINANCE VIOLATED: _____

DATE OF ALLEGED VIOLATION: _____

ACTIONS ALLEGED TO BE A VIOLATION:

WITNESSES OR EVIDENCE THAT WOULD BE PRESENTED: _____

CONTACT INFORMATION OF ANY PERSON(S), OTHER THAN THE PERSON COMPLAINED AGAINST, WHO IS IDENTIFIED BY NAME ABOVE OR IN ANY ATTACHMENTS AS INVOLVED IN THE ALLEGED INAPPROPRIATE CONDUCT: (Leave blank if inapplicable.)

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

III.

SECTION OF CHARTER OR ORDINANCE VIOLATED: _____

DATE OF ALLEGED VIOLATION: _____

ACTIONS ALLEGED TO BE A VIOLATION:

WITNESSES OR EVIDENCE THAT WOULD BE PRESENTED: _____

CONTACT INFORMATION OF ANY PERSON(S), OTHER THAN THE PERSON COMPLAINED AGAINST, WHO IS IDENTIFIED BY NAME ABOVE OR IN ANY ATTACHMENTS AS INVOLVED IN THE ALLEGED INAPPROPRIATE CONDUCT: (Leave blank if inapplicable.)

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

IV.

SECTION OF CHARTER OR ORDINANCE VIOLATED: _____

DATE OF ALLEGED VIOLATION: _____

ACTIONS ALLEGED TO BE A VIOLATION:

WITNESSES OR EVIDENCE THAT WOULD BE PRESENTED: _____

CONTACT INFORMATION OF ANY PERSON(S), OTHER THAN THE PERSON COMPLAINED AGAINST, WHO IS IDENTIFIED BY NAME ABOVE OR IN ANY ATTACHMENTS AS INVOLVED IN THE ALLEGED INAPPROPRIATE CONDUCT: (Leave blank if inapplicable.)

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

NAME: _____

MAILING ADDRESS: _____

EMAIL ADDRESS [IF KNOWN]: _____

[IF MORE ROOM IS NECESSARY, PLEASE CONTINUE ON A BLANK PAGE USING THE SAME FORMAT]

ALL THE STATEMENTS AND INFORMATION IN THIS COMPLAINT ARE TRUE AND FACTUAL TO THE BEST OF MY KNOWLEDGE.

DATE: _____

COMPLAINANT'S SIGNATURE

PRINT NAME

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged, sworn to and subscribed before me by

On the _____ day of _____, _____, to certify which witness my hand and official seal.

Notary Public in and for the State of Texas

Typed or Printed Name of Notary

THIS FORM MUST BE SUBMITTED TO THE OFFICE OF THE CITY CLERK.

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Exhibit A

Office of the City Auditor, Investigative Complaint

November 2018

Office of the City Auditor's complaint against DeShawn Scott

Allegation

In April 2018, the Office of the City Auditor received an allegation that temporary Public Works Department Administrative Specialist DeShawn Scott and his supervisor own an ice cream food truck together and misuse City resources to assist in operating their food truck.

Background

The Public Works Department (PWD) is responsible for designing, managing, inspecting and maintaining the City's network of trails, roadways, and bridges. DeShawn Scott was hired by PWD in August 2016 as a temporary employee and works as an Administrative Specialist. In this role, Scott provides administrative support for technical and specialized projects, among other duties.

According to Scott, approximately 30% of his time is spent training field crews at their worksites on the proper way to document their work in the City's computer project tracking system. Much of his remaining time is spent addressing issues related to incomplete or incorrectly documented entries in the system. Scott said that when he is not with work crews in the field, the majority of his time is spent teleworking from his home.

Investigation Results

We found evidence that DeShawn Scott, PWD Administrative Specialist, misused his City computer and email account to complete tasks related to his secondary employment as the owner and operator of two different food trucks.

We did not find evidence to support the allegation that Scott's supervisor was a co-owner or had a financial interest in either food truck.

Misuse of City Resources

DeShawn Scott owns two food trucks in Austin [Exhibit B]. One, a shaved ice truck, opened in July 2017, and the other, an ice cream food truck, opened in September 2017.

We looked through Scott's City computer and found 93 files related to his food trucks that were split between his City computer's desktop and recycle bin. We also noted that Scott had a personal USB drive plugged into his City computer. The USB drive contained additional files related to his businesses. Specific files we found on Scott's City computer included:

- a copy of the ice cream truck's Certificate of Liability Insurance [Exhibit C];
- a photograph of the ice cream truck's Texas Sales and Use Tax Permit [Exhibit D];
- a spreadsheet detailing festivals where Scott's businesses could participate as vendors (the spreadsheet has filled in notes like, "applications are due very early- we missed it this year" and "we provide 2oz samples and would received [sic] \$1 for each ticket collected") [Exhibit E];
- a form for Scott's ice cream truck to cater an event for a local company [Exhibit F];
- a draft menu for Scott's shaved ice truck [Exhibit G]; and
- at least 48 photographs related to shaved ice and ice cream [Exhibit H].

Investigation Criteria:

City Code states that "no City official or employee shall use City facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public."

City Code: Standards of Conduct §2-7-62(J)

See Investigation Criteria Section for More Details

We also found at least two emails related to his businesses that Scott sent from his City email account to his

Exhibit A

personal email account. In one email, Scott sent two attachments titled “My Employment Offer Letter” and “My Employment Agreement” that say in part, “as we discussed in my office, on November 01, 2016, we are extending to you an offer of employment as Supervisor...” [Exhibit I]. The other email contained an attachment that gives permission for his bank to have his business partner “added to my business account as authorized signer [Exhibit J].” When we spoke to Scott, he confirmed that he sent these emails from his City email account and verified that the offer letter and employment agreement were written for a potential hire for his ice cream truck.

In addition, we found over 100 other files on Scott’s computer that appeared personal in nature, but did not appear related to his secondary employment. These documents included:

- a Coach’s Guide to Flag Football;
- copies of his fiancé’s resume;
- personal budget documents; and
- at least 57 unique letters related to Scott’s personal finances.

When interviewed, Scott said that he does not spend “much” City time doing work for his secondary employment, but admitted that he “occasionally” uses his City computer to “google something” or to “make a flyer or something.” Scott was unable to better quantify this usage, but explained that it was never his intention to use his City computer for his two businesses and said “it just worked out where it was more convenient to occasionally do something like this.” Scott also said that he was aware of the City’s policies against using City resources for his secondary employment and had been warned about misusing City resources by his supervisor and coworkers. He later said, “Honestly, I never thought that I’d be called in... I kind of took advantage of it..”

We spoke with Scott’s supervisor who was aware of Scott’s secondary employment, but said that Scott was not permitted to use his City computer for “personal business.” According to the supervisor, Scott was aware of the City’s acceptable use policy for City computers, because he had to go through the training before being allowed to telework. Scott’s supervisor noted that Scott was aware that if he violated City policy, his employment could be terminated [Exhibit K].

Scott’s misuse of City resources for his secondary employment appear to constitute violations of the following criteria:

- City Code §2-7-62(J): Standards of Conduct
- City Personnel Policy (G): Use of City Resources

Investigation Criteria

Misuse of City Resources

City Code §2-7-62 – STANDARDS OF CONDUCT

(J) No City official or employee shall use City facilities, personnel, equipment or supplies for private purposes, except to the extent such are lawfully available to the public.

City Personnel Policy – USE OF RESOURCES

(G) Employees are prohibited from using City facilities, equipment, supplies, employee time, or any other City resource for personal use, except to the extent that such resources are available to the public. City resources which may not be used by employees for personal use include, but are not limited to, the following: computers, internet accounts, e-mail and voice mail systems, telephones, facsimile machines, copiers, postage machines, vehicles, office space, desks, and filing cabinets. These resources are dedicated to City business, and City Management shall have full access to both the resources and any contents thereof at all times. Employees have no legitimate expectation of privacy when using these resources. Department Directors may allow employees limited use of telephones for local calls while ensuring that the operational needs of the department are being met.

Methodology

To accomplish our objective, we performed the following steps:

- reviewed applicable City Code and policy;
- conducted background research;
- conducted forensic analysis of email data, web browser data, and computer files;
- interviewed City staff; and
- interviewed the subject.

Investigative Standards

Investigations by the Office of the City Auditor are considered non-audit projects under the Government Auditing Standards and are conducted in accordance with the ethics and general standards (Chapters 1-3), procedures recommended by the Association of Certified Fraud Examiners (ACFE), and the ACFE Fraud Examiner's Manual. Investigations conducted also adhere to quality standards established by the Council of the Inspectors General on Integrity and Efficiency (CIGIE), Quality Standards for Investigations, and City Code.

The Office of the City Auditor, per City Code, may conduct investigations into fraud, abuse, or illegality that may be occurring. If the City Auditor, through the Integrity Unit, finds that there is sufficient evidence to indicate that a material violation of a matter within the office's jurisdiction may have occurred, the City Auditor will issue an investigative report and provide a copy to the appropriate authority.

Exhibit B

Certificate of Formation and Managing Member Information for Taco Sweets

October 24, 2017

The Certification of Formation and managing member information submitted to the Texas Secretary of State for DeShawn Scott's ice cream truck.

Exhibit B

Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709		Filed in the Office of the Secretary of State of Texas Filing #: 802844334 10/24/2017 Document #: 768202130002 Image Generated Electronically for Web Filing
Filing Fee: \$300		
Certificate of Formation Limited Liability Company		
Article 1 - Entity Name and Type		
The filing entity being formed is a limited liability company. The name of the entity is:		
<u>TACO SWEETS LLC</u>		
Article 2 – Registered Agent and Registered Office		
<input type="checkbox"/> A. The initial registered agent is an organization (cannot be company named above) by the name of:		
OR		
<input checked="" type="checkbox"/> B. The initial registered agent is an individual resident of the state whose name is set forth below:		
Name: DESHAWN SCOTT		
C. The business address of the registered agent and the registered office address is:		
Street Address: [REDACTED]		
Consent of Registered Agent		
<input type="checkbox"/> A. A copy of the consent of registered agent is attached.		
OR		
<input checked="" type="checkbox"/> B. The consent of the registered agent is maintained by the entity.		
Article 3 - Governing Authority		
<input type="checkbox"/> A. The limited liability company is to be managed by managers.		
OR		
<input checked="" type="checkbox"/> B. The limited liability company will not have managers. Management of the company is reserved to the members.		
The names and addresses of the governing persons are set forth below:		
Managing Member 1: DESHAWN SCOTT	Title: Managing Member	
Address: [REDACTED]		
Article 4 - Purpose		
The purpose for which the company is organized is for the transaction of any and all lawful business for which limited liability companies may be organized under the Texas Business Organizations Code.		
Supplemental Provisions / Information		

Exhibit B

[The attached addendum, if any, is incorporated herein by reference.]

Organizer

The name and address of the organizer are set forth below.

Effectiveness of Filing

A. This document becomes effective when the document is filed by the secretary of state.

OR

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Signature of Organizer

FILING OFFICE COPY

Exhibit B

9/12/2018

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

TEXAS SECRETARY of STATE **ROLANDO B. PABLOS**

[UCC](#) | [Business Organizations](#) | [Trademarks](#) | [Notary](#) | [Account](#) | [Help/Fees](#) | [Briefcase](#) | [Logout](#)

BUSINESS ORGANIZATIONS INQUIRY - VIEW ENTITY

Filing Number: 802844334
Original Date of Filing: October 24, 2017
Formation Date: N/A
Tax ID: 32065229042
Duration: Perpetual
Name: TACO SWEETS LLC
Address: [REDACTED]

Entity Type: Domestic Limited Liability Company (LLC)
Entity Status: In existence
FEIN:

REGISTERED AGENT	FILING HISTORY	NAMES	MANAGEMENT	ASSUMED NAMES	ASSOCIATED ENTITIES
Last Update October 24, 2017	Name DESHAWN SCOTT	Title Managing Member	Address [REDACTED]		

Instructions:


 To place an order for additional information about a filing press the 'Order' button.

Exhibit C

Certificate of Liability Insurance for Taco Sweets

May 1, 2018

A copy the Certificate of Liability Insurance found on DeShawn Scott's City computer for Scott's ice cream food truck.

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER [Redacted] Insurance Agency, Inc. [Redacted]	CONTACT NAME: [Redacted] Companies PHONE (A/C, No, Ext): [Redacted] FAX (A/C, No): [Redacted] E-MAIL ADDRESS: [Redacted]
INSURED TACO SWEETS, LLC [Redacted]	INSURER(S) AFFORDING COVERAGE INSURER A: [Redacted] NAIC # 11673 INSURER B: INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 371,216 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	AUTOMOBILE AUTHORITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			01APG082441-01	04/30/2018	04/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per Person)	\$ N/A
							BODILY INJURY (Per accident)	\$ N/A
							PROPERTY DAMAGE (Per accident)	\$ N/A
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER	
							E. L. EACH ACCIDENT	\$
							E. L. DISEASE - EA EMPLOYEE	\$
							E. L. DISEASE - POLICY LIMIT	\$
								\$
								\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Year, Make, Model, VIN	Collision	Comp or Spec. Caus.	Stated Amount	Phys. Dam. Deductible	In-Tow Limit	Cargo Limit
[Redacted]	N/A		N/A	N/A	N/A	N/A
[Redacted]	N/A		N/A	N/A	N/A	N/A

CERTIFICATE HOLDER [Redacted]	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

ACORD 25 (2014/01)

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M-5652 (07/2015)

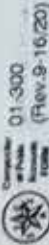
05/01/2018 15:11 29A1EF7B-7B48-445E-98D5-E66915335C12

Exhibit D

Photograph of Taco Sweets' Texas Sales and Use Tax Permit

November 1, 2017

A photograph found on DeShawn Scott's City computer of the Texas Sales and Use Tax Permit for Scott's ice cream food truck.



01-300 (Rev. 9-16/20)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

TACO SWEETS LLC
 TACO SWEETS
 5000 BURNET RD
 AUSTIN
 TRAVIS COUNTY
 TX 78756-2612

Type of permit: SALES AND USE TAX
 Taxpayer number: 3-20652-2904-2
 Location number: 00001
 First business date of location: 11/01/2017

DESCRIPTION ON NEXT LINE:

NAICS CODE: 722330

Mobile Food Services

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

EFF: 11/01/2017

EFF: 11/01/2017

CITY: AUSTIN

TRANSIT: AUSTIN MTA



Glenn Hegar
 Comptroller of Public Accounts

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business.

For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.

If you have any questions regarding sales tax, visit our website at www.comptroller.texas.gov or call us at 1-800-252-5555.

Exhibit E

2017 Master Festival List

June 5, 2017

A spreadsheet found on DeShawn Scott's City computer that tracked festivals related to Scott's food trucks.

Festival Name	Location	Dates	Time	Entry Due Date	Fees	Generator?	Attendees	Contact Info	Notes	Status?
[REDACTED]	Downtown Austin	Sat, June 24	4-9pm					[REDACTED]	Sent Vendor Request w/ Deshawn's info (6/5)	Pending Reply
[REDACTED]	Parade (9:30am) @ Dawn Drive, Fireworks 7pm @ Lago Vista Golf Club	Tues, July 4th	9:30am/7pm					[REDACTED]	Sent Vendor Request info (6/5)	Pending Reply
[REDACTED]	Auditorium Shores	Tues, July 4th	4-10pm	Late fee after June 1st	\$450 Booth \$98 Permit \$25 Late fee	Includes 20 amp outlet. Can use 'silent' generators, must be pre-approved		[REDACTED]	A LOT of restrictions and only accept 20 food/bev vendors. Must submit pics, menu, permits, etc upon entry. *Probably already full*	Not Doable
[REDACTED]	Weatherford, TX (Ft. Worth)	Sat, July 8th		New Vendor 5/15 Returning 1/1	\$400 10x20 Booth \$30-40 Electricity	No Generators Allowed	30,000	[REDACTED]	Applications are due very early- we missed it this year	Not Doable
[REDACTED]	Clute, TX (3.5 hrs away)	Thurs, July 27-29			\$200 10x15 Booth	110/30 AMP 220/30 AMP 220/50 AMP		[REDACTED]	90ish vendors, priority given to repeat vendors first. Limited amount of vendors allowed for lemonade and frozen drinks. Need to fill out Vendor Inquiry Form on website. TownPlace Suites \$109	Possibly doable
[REDACTED]	Fiesta Gardens, Austin	Sat, Aug 12th	11am-10pm		\$600/800 Booth \$100 ref. deposit \$35 temp permit	Power requirements must be submitted with app	7500+	[REDACTED]	Only 25 vendors are selected. We provide 2oz samples and would received \$1 for each ticket collected.	Possibly doable
[REDACTED]	Denton, TX	Fri, Aug 18-26	Daily	Before May 15??	\$757 Front Foot, \$250 down payment w/app	20 or 30 AMP available for purchase		[REDACTED]	No longer accepting vendor applications	Not Doable
[REDACTED]	Congress Avenue Bridge	Sat, Aug 19th	4-11:30pm	July 31st	\$650 Booth \$98 Permit	Includes 20 amp outlet, any generators must be pre-approved.	20,000	[REDACTED]	Only 18 vendors selected. Must have own lighting, only full apps and \$ are considered. Emailed yes/no up to one week prior to event.	Possibly doable
[REDACTED]	?	Sun, Aug 20th	?	?	?	?	10,000	[REDACTED]	Not much info provided yet, sent inquiry to hotssauefest@gmail.com	Possibly doable
[REDACTED]		Sat, Aug 26						[REDACTED]	Created login 6/5 [REDACTED] waiting for confirmation. Will have to follow registration steps to see pricing, etc.	Possibly doable
[REDACTED]	Downtown Austin	?			Booths start @ \$565 (10x10)			[REDACTED]	Have single or double sided booths, full vendor information hasn't been released yet	Possibly doable
[REDACTED]	Old Town Spring, TX (North of Houston- 2.5 hrs)	Sat, Oct 7-8	Sat 10-6pm Sun 11-5pm		\$150-250 (10x10) \$80 permit fee	\$10 for Electricity, need 50' 1.4 gauge extension cord)		[REDACTED]	Not sure how big event really is, price should include both days. North of Houston, only (2) food/beverage vendors so far, less competition	Possibly doable

Exhibit F

Taco Sweets Catering Guide

January 11, 2018

A partially filled out form found on DeShawn Scott's City computer for Scott's ice cream food truck to cater a local company's event.



Catering Guide

Let us bring a little sweetness to your next event!

Name: [REDACTED]	Phone Number: 512-[REDACTED]
Occasion:	E-mail: [REDACTED]
Proposed Date/Time:	Taco Quantity: 750
Delivery Options: <input type="checkbox"/> Pick up @ 5000 Burnet Rd. (complimentary) <input type="checkbox"/> Delivery & Drop-off (\$50) <input checked="" type="checkbox"/> Hourly Server (\$25/hr. per server)	Special Notes: <ul style="list-style-type: none"> - Delivery fee waived - Recommend (2) Servers for duration of event

Build Your Own Ice Cream Tacos

Regular Tacos @ \$8.00 ~ Mini Tacos @ \$5.50

- Flavored Shell:** chocolate or vanilla
- Ice Cream:** chocolate, cookies & cream, mint chocolate chip, strawberry, vanilla
- Syrups:** blue funfetti, caramel, chocolate, nutella
- Toppings:**
- Cereal:** captain crunch w/ berries, cinnamon toast crunch, cocoa krispies, froot loops, fruity pebbles
- Candy:** butterfinger crumbles, gummy bears, mini m&m's, nerds, pop rocks, reese's pieces, reese's peanut butter cup crumbles, sour gummy worms, sour patch kids
- Extras:** chocolate chips, crumbled graham crackers, frosted animal crackers, honey roasted peanuts, marshmallows, oreo crumbles, rainbow sprinkles, shredded coconut

Limitations:

- One pre-selected variety per 100 tacos
- One variety includes: choice of taco shell, one ice cream selection and up to 4 toppings
- Order must be paid in full one week prior to event; tax and 18% service charge included
 - Credit Card (link sent directly to customer with Square payment portal)
 - Check or Cash (paid on site at 5000 Burnet Rd.)

Exhibit G

Texas Go Freezee Menu

June 13, 2017

A menu for DeShawn Scott's shaved ice food truck found on Scott's City computer.



Create Your Own Freeze

Step 1: Pick Your Size

Small- \$4

Regular- \$6

Texas Size- \$10

Step 2: Pick up to 3 Flavors

Apple

Banana

Black Cherry

Blue Hawaii

Blue Raspberry

Bubblegum (blue)

Bubblegum (pink)

Cherry

Cherry Cola

Coconut

Cotton Candy

Grape

Green Watermelon

Guava

Gummy Bear

Hawaiian Punch

Kiwi

Lemon Lime

Margarita

Mango

Orange Dreamside

Passion Orange

Peach

Pina Colada

Pineapple

Pink Lemonade

Red Watermelon

Root Beer

Strawberry

Vanilla

Step 3: Add-Ons

Scoop of Ice Cream... \$1

Whipped Cream... \$.50

SnowCap... \$.50

Azuki Beans... \$.50

Nerds Candy... \$.50

Gummy Worms... \$.50

Pop Rocks... \$.50

Sour Patch Kids... \$.50

Exhibit H

Sample Photographs Related to DeShawn Scott's Food Trucks

April 3, 2017 - May 11, 2018

Photographs related to DeShawn Scott's ice cream food truck and shaved ice food truck found on Scott's City computer.







Exhibit H





eatingatx

Taco Sweets - Ice Cream Tacos



1,174 likes

Exhibit I

My Employment Offer Letter and My Employment Agreement

November 8, 2017

An email sent from DeShawn Scott's City email account to his personal email account with two attachments related to the hiring of an employee for Scott's ice cream food truck.

Exhibit I

From: [Scott, DeShawn](#)
To: [REDACTED]
Subject: E
Date: Wednesday, November 08, 2017 5:03:00 PM
Attachments: [My Employment Offer Letter.pdf](#)
[My Employment Agreement.pdf](#)

DeShawn Scott
City of Austin
Public Works Administrative Specialist-temp
Utilities and Structures Division
Cell # (612) 231.4405
[*DeShawn.Scott@austintexas.gov*](mailto:DeShawn.Scott@austintexas.gov)



Exhibit I

DeShawn Scott
Owner
Taco Sweets, LLC
5000 Burnet Rd
Austin, TX 78756

November 01, 2016



Re: Offer of Employment

Dear [REDACTED]:

As we discussed in my office, on November 01, 2016, we are extending to you an offer of employment as Supervisor. If you accept our offer of employment, the following terms and conditions will apply.

The responsibilities of the job are outlined in the attachment included with this letter.

Please plan to begin work on November 03, 2016. I will contact you prior to November 01, 2016 to confirm your starting date. You will report directly to me as your Manager.

Your beginning rate of compensation will be \$17.00 per hour.

You also will be reimbursed for the following out-of-pocket expenses, in accordance with our policies as may be changed from time to time:

- travel expenses
- meals
- postage
- professional dues

You will be entitled to 14, paid, to be allocated for illness or personal business each calendar year in accordance with our sick leave policy, which may be modified from time to time.

If the above terms meet with your understanding of our discussion, please contact me at your earliest convenience regarding whether or not you will accept our offer of employment. I can be contacted by phone at [REDACTED]. If you decide to accept our offer, we will formalize our discussion with an employment agreement. This letter itself does not constitute an employment agreement.

Exhibit I

We are looking forward to the opportunity of working closely with you in the near future.

Sincerely,

DeShawn Scott

EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is made effective as of November 03, 2016, by and between Taco Sweets, LLC of 5000 Burnet Rd, Austin, Texas, 78756 and [REDACTED] of [REDACTED].

- A. Taco Sweets, LLC is engaged in the business of Ice cream taco desserts. [REDACTED] will primarily perform the job duties at the following location: 5000 Burnet Rd, Austin, Texas.
- B. Taco Sweets, LLC desires to have the services of [REDACTED].
- C. [REDACTED] is an at will employee of Taco Sweets, LLC. Either party is able to terminate the employment agreement at any time.

Therefore, the parties agree as follows:

1. EMPLOYMENT. Taco Sweets, LLC shall employ [REDACTED] as a(n) Supervisor. [REDACTED] shall provide to Taco Sweets, LLC duties as needed. [REDACTED] accepts and agrees to such employment, and agrees to be subject to the general supervision, advice and direction of Taco Sweets, LLC and Taco Sweets, LLC's supervisory personnel.

2. BEST EFFORTS OF EMPLOYEE. [REDACTED] agrees to perform faithfully, industriously, and to the best of [REDACTED]'s ability, experience, and talents, all of the duties that may be required by the express and implicit terms of this Agreement, to the reasonable satisfaction of Taco Sweets, LLC. Such duties shall be provided at such place(s) as the needs, business, or opportunities of Taco Sweets, LLC may require from time to time.

3. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, YouTube, or other social media networks) used or created on behalf of Taco Sweets, LLC are the property of Taco Sweets, LLC.

4. COMPENSATION OF EMPLOYEE. As compensation for the services provided by [REDACTED] under this Agreement, Taco Sweets, LLC will pay [REDACTED] \$17.00 per hour. This amount shall be paid every two weeks, no later than seven days after the payroll period that ended on the preceding Friday and subject to applicable federal, state, and local withholding. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that [REDACTED] shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which [REDACTED] has not yet been paid, and for any commission earned in accordance with Taco Sweets, LLC's customary

Exhibit I

procedures, if applicable. This section of the Agreement is included only for accounting and payroll purposes and should not be construed as establishing a minimum or definite term of employment.

5. EXPENSE REIMBURSEMENT. Taco Sweets, LLC will reimburse [REDACTED] for "out-of-pocket" expenses incurred by [REDACTED] in accordance with Taco Sweets, LLC's policies in effect from time to time.

6. RECOMMENDATIONS FOR IMPROVING OPERATIONS. [REDACTED] shall provide Taco Sweets, LLC with all information, suggestions, and recommendations regarding Taco Sweets, LLC's business, of which [REDACTED] has knowledge, that will be of benefit to Taco Sweets, LLC.

7. CONFIDENTIALITY. [REDACTED] recognizes that Taco Sweets, LLC has and will have information regarding the following:

- products
- product design
- processes
- technical matters
- customer lists
- costs
- business affairs
- future plans

and other vital information items (collectively, "Information") which are valuable, special and unique assets of Taco Sweets, LLC. [REDACTED] agrees that [REDACTED] will not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate any Information to any third party without the prior written consent of Taco Sweets, LLC. [REDACTED] will protect the Information and treat it as strictly confidential. A violation by [REDACTED] of this paragraph shall be a material violation of this Agreement and will justify legal and/or equitable relief.

8. UNAUTHORIZED DISCLOSURE OF INFORMATION. If it appears that [REDACTED] has disclosed (or has threatened to disclose) Information in violation of this Agreement, Taco Sweets, LLC shall be entitled to an injunction to restrain [REDACTED] from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. Taco Sweets, LLC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

9. CONFIDENTIALITY AFTER TERMINATION OF EMPLOYMENT. The confidentiality provisions of this Agreement shall remain in full force and effect for a period of 2 years after the voluntary or involuntary termination of [REDACTED]'s employment.

10. NON-COMPETE AGREEMENT. [REDACTED] recognizes that the various items of Information are special and unique assets of the company and need to be protected from improper disclosure. In consideration of the disclosure of the Information to [REDACTED]

Exhibit I

██████████, ██████████ agrees and covenants that during his or her employment by Taco Sweets, LLC and for a period of 2 years following the termination of ██████████'s employment, whether such termination is voluntary or involuntary, ██████████ will not directly or indirectly engage in any business competitive with Taco Sweets, LLC.

Directly or indirectly engaging in any competitive business includes, but is not limited to: (i) engaging in a business as owner, partner, or agent, (ii) becoming an employee of any third party that is engaged in such business, (iii) becoming interested directly or indirectly in any such business, or (iv) soliciting any customer of Taco Sweets, LLC for the benefit of a third party that is engaged in such business. ██████████ agrees that this non-compete provision will not adversely affect ██████████'s livelihood.

11. TERM/TERMINATION. ██████████'s employment under this Agreement shall be for an unspecified term on an "at will" basis. This Agreement may be terminated by Taco Sweets, LLC upon No written notice written notice, and by ██████████ upon 14 day notice written notice. If Taco Sweets, LLC shall so terminate this Agreement, ██████████ shall be entitled to compensation for 2 weeks beyond the termination date of such termination, unless ██████████ is in violation of this Agreement. If ██████████ is in violation of this Agreement, Taco Sweets, LLC may terminate employment without notice and with compensation to ██████████ only to the date of such termination. The compensation paid under this Agreement shall be ██████████'s exclusive remedy.

12. COMPLIANCE WITH EMPLOYER'S RULES. ██████████ agrees to comply with all of the rules and regulations of Taco Sweets, LLC.

13. RETURN OF PROPERTY. Upon termination of this Agreement, ██████████ shall deliver to Taco Sweets, LLC all property which is Taco Sweets, LLC's property or related to Taco Sweets, LLC's business (including keys, records, notes, data, memoranda, models, and equipment) that is in ██████████'s possession or under ██████████'s control. Such obligation shall be governed by any separate confidentiality or proprietary rights agreement signed by ██████████.

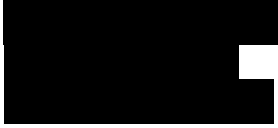
14. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

Employer:

Taco Sweets, LLC
5000 Burnet Rd
Austin, Texas 78756

Exhibit I

Employee:



Such addresses may be changed from time to time by either party by providing written notice in the manner set forth above.


15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. AMENDMENT. This Agreement may be modified or amended, if the amendment is made in writing and is signed by both parties.

17. SEVERABILITY. If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

20. SIGNATORIES. This Agreement shall be signed by DeShawn Scott, Owner on behalf of Taco Sweets, LLC and by  in an individual capacity. This Agreement is effective as of the date first above written.

DeShawn Scott, Owner
Taco Sweets, LLC

Date: _____

Exhibit I

Date: _____

Exhibit J

Authorized Signer Email

May 7, 2018

An email sent from DeShawn Scott's City email account to his personal email account with an attachment in which Scott authorizes his business partner to be added to his business account as an authorized signer.

Exhibit J

From: [Scott, DeShawn](#)
To: [REDACTED]
Subject: WF
Date: Monday, May 07, 2018 5:00:00 PM
Attachments: [Document1.docx](#)

[REDACTED] Bank,

I DeShawn Scott owner of Taco Sweets, LLC give permission to have [REDACTED] added to my business account as authorized signer.

Thanks

Exhibit K

Acknowledgement of Receipt of Personnel Policies for Temporary Employees

August 18, 2016

A form signed by DeShawn Scott in which he acknowledges his receipt of the City's Personnel Policies and agrees to comply with them. Specific policies include Time and Attendance, Use of City Resources, and Outside Employment.



ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL POLICIES FOR TEMPORARY EMPLOYEES

CITY OF AUSTIN PUBLIC WORKS DEPARTMENT

I have received a copy of the City of Austin's Personnel Policies that apply to my position as a temporary employee with the City of Austin Public Works Department.

I have been provided with a copy of the following Personnel Policies:

- Discrimination
- Harassment
- Sexual Harassment
- Reporting Violations
- Employee Conduct
- Time and Attendance
- Safety
- Weapons
- Working Conditions
- Use of City Resources
- Political Activity
- Solicitation and Acceptance of Gifts
- Working Relationships
- Health Fitness
- Outside Employment
- Assignment of Wages
- Payroll Deduction
- Withholding of Wages for Past Due Taxes
- Boards and Commissions
- Drug-Free Workplace
- Reporting Fraud or Other Illegal Acts
- Personnel Records
- Amendment of Personnel Policies

I understand it is my responsibility to become familiar with and adhere to these Personnel Policies, and the City of Austin does not condone or tolerate violation of these Personnel Policies.

I also understand these Personnel Policies do not form an employment contract with me and do not modify my at-will employment status.

By my signature below I acknowledge, accept and agree to comply with the City of Austin Personnel Policies.



Employee Signature

8-18-16

Date

DeShawn Scott

Employee Printed Name

cc: Personnel File