ELGIN CITY COUNCIL AGENDA
ELGIN PUBLIC LIBRARY ANNEX COUNCIL CHAMBERS
404 NORTH MAIN STREET
October 8, 2024
6:30 PM

Members of the public may watch the meeting at:

https://www.youtube.com/channel/UC3OGBV_IoV0Nr3AqM1jJTzA

I. CALL TO ORDER

II. ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE

V. PUBLIC COMMENT

The "PUBLIC COMMENT" item posted on the agenda is reserved for members of the public who would like to address the City Council regarding posted agenda items or non-agenda items. Individuals requesting to speak or address the City Council during the meeting shall do so under the "PUBLIC COMMENT" agenda item. Speakers shall be required to fill out a "PUBLIC COMMENT FORM" and present it, along with any material, handouts, or information for Council, to the City Secretary prior to commencement of the Council meeting. **As of May 1, 2022, all such public comments will be done IN PERSON. You may email public comments and they will be distributed to each of the Council Members but not read out loud.**

Speaker comments are limited to three (3) minutes. No formal action can be taken by the City Council on items not posted on the agenda. Items requiring a PUBLIC HEARING will allow a member of the public an opportunity to speak during the Public Hearing and does not require a "PUBLIC COMMENT FORM".

Speakers must address their comments to the Mayor or Presiding Officer rather than to an individual Council Member or Staff Member. All speakers must limit their comments to the specific subject matter noted on the "PUBLIC COMMENT FORM" and refrain from any personal attacks or derogatory comments directed at any Council Member, Staff Member, other individual, or group.

VI. CITY MANAGERS REPORT

1. **General Activity Report and/or Project Update**

VII. CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that are considered to be self-explanatory by the City Council and will be enacted with one motion, one second, and one vote. Any member of the City Council may pull any item from the Consent Agenda in order that the City Council discuss and act upon it individually as a part of the Regular Agenda.

1. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A RATE INCREASE TO THE WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION WITH TERMS AND CONDITIONS FOR THE PROVISION OF WHOLESALE WATER SERVICE TO AQUA WATER SUPPLY CORPORATION AND MAKIN CERTAIN FINDINGS RELATED THERETO**

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS ESTABLISHING OFFICIAL CITY OF ELGIN HOLIDAYS FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; AND PROVIDING FOR RELATED MATTERS.**

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN MEMORANDUM OF UNDERSTANDING WITH TRAVIS COUNTY MUD 14 FOR PASS THROUGH WASTEWATER SERVICE AND MAKING CERTAIN FINDINGS RELATED THERETO.**

VIII. NEW BUSINESS

1. **Appointment/Re-Appointment Of Members To Various City Commissions, Boards, And/Or Committees Including The Planning & Zoning Commission, Board of Adjustments, Library Advisory Boards, Park & Recreation Advisory Board, Economic Development Corporation Board of Directors, Historic Review Board, Main Street Board of Directors, And Building Standard Commission**

2. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CONSENTING TO THE APPOINTMENT OF PEYTON STANDIFER AS CITY SECRETARY OF THE CITY OF ELGIN IN ACCORDANCE WITH THE CITY CHARTER; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

3. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO RENEW AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY "COUNTY" TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.**

4. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE UNIMPROVED PROPERTY CONTRACT WITH MAREDIA BUSINESS, INC. FOR THE SALE OF CERTAIN REAL PROPERTY BY THE CITY OF ELGIN; AND MAKING CERTAIN FINDINGS RELATED THERETO**

5. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ATLAS CONSTRUCTION CORPORATION OF GRANITE SHOALSTEXAS FOR ROY RIVERS PHASE IV UTILITIES AND MAKING CERTAIN FINDINGS RELATED THERTO.**

6. **A RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING PERSONS FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS**

IX. EXECUTIVE SESSION

The City Council may announce that it will adjourn the public meeting at any time during the meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on the agenda and/or as permitted by Chapter 551 of the Texas Government Code.

X. RECONVENE

The City Council will return to open session for possible discussion and action as a result of the Executive Session

XI. ANNOUNCEMENTS

XII. ADJOURNMENT

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

Attendance By Other Elected or Appointed Officials: It is anticipated that members of other city board, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the other city boards, commissions and/or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a meeting of the other boards, commissions and/or committees of the City, whose members may be in attendance. The members of the boards, commissions and/or committees may participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that board, commission or committee subject to the Texas Open Meetings Act.

Notice of Assistance at Public Meetings, the City of Elgin is committed to compliance with the Americans with Disabilities Act. Elgin City Hall and Council Chambers are wheelchair accessible and special marked parking is available. Persons with Disabilities who plan to attend this meeting and who may need assistance are requested to contact the City Secretary's Office at (512)229-3223. Please provide forty-eight hours notice when feasible.

I, Esmeralda Rangel, Assistant City Secretary for the City of Elgin, hereby certify this notice was posted at the City Hall Annex of the City of Elgin, Texas on or before Friday, October 4, 2024, in accordance with Chapter 551 of the Texas Government Code.

Esmeralda Rangel, Assistant City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: General Activity Report and/or Project Update

DEPARTMENT: Executive

PROPOSED ACTION: No Council action proposed or requested; This item is to allow for general update and/or activities report relating to various on-going city projects or issues.

BACKGROUND:
This item is to provide opportunities for miscellaneous updates and comments by the staff; and general Q&A with the City Council relative to on-going, non-agenda projects and/or issues.

BUDGET/FINANCIAL IMPACT:
Funding for this item was { } included { } not included in the current-year budget {X} N/A

RECOMMENDATION:
N/A

ATTACHMENTS:
None

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A RATE INCREASE TO THE WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION WITH TERMS AND CONDITIONS FOR THE PROVISION OF WHOLESALE WATER SERVICE TO AQUA WATER SUPPLY CORPORATION AND MAKIN CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Utility Billing

PROPOSED ACTION: Approval of the Resolution

BACKGROUND:
Aqua water supply corporation has agreed to a higher whole sale rate that puts the cost of business in line with our bulk water rates.

BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
Approve resolution to increase the Wholesale Water Rates to Aqua Water Corporation.

ATTACHMENTS:
1. Wholesale Rate Increase Resolution 10.8.24

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A RATE INCREASE TO THE WHOLESALE WATER SERVICE AGREEMENT BETWEEN THE CITY AND AQUA WATER SUPPLY CORPORATION WITH TERMS AND CONDITIONS FOR THE PROVISION OF WHOLESALE WATER SERVICE TO AQUA WATER SUPPLY CORPORATION AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the City of Elgin, Texas (the "City") and Aqua Water Supply Corporation ("Aqua"), a nonprofit water supply corporation, are the owners and operators of public water supply systems as authorized by the Texas Commission on Environmental Quality; and,

WHEREAS, the City of Elgin is authorized to increase wholesale rates with a 30 day written notice to Aqua Water Supply Corporation, and

WHEREAS, the City and Aqua wish to continue the agreement whereby the City will provide Wholesale Service to Aqua at rates that are generally applicable and uniformly applied to similarly situated purchasers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is authorized to execute a rate increase for Wholesale water between the City of Elgin and Aqua Water Supply Corporation (WSC), including Terms and Conditions for Wholesale Service, as it relates to the provision of wholesale water service to Aqua WSC.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 8th day of October 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
ESMERALDA RANGEL, Assistant City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS ESTABLISHING OFFICIAL CITY OF ELGIN HOLIDAYS FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; AND PROVIDING FOR RELATED MATTERS.

DEPARTMENT: Executive

PROPOSED ACTION: Consideration of a Resolution formally approving the Annual COE Holiday Schedule

BACKGROUND:
The City of Elgin recognizes traditional annual holidays for all city operations as part of the City's compensation plan and to provide opportunities for employees to share such holidays with their family and friends.

In total, the City provides a total of fourteen (14) full-day paid holidays per year for all regular, full-time employees

BUDGET/FINANCIAL IMPACT:
Funding for this item was {X} included {} not included in the current-year budget {} N/A

RECOMMENDATION:
Approval of the recommended Resolution formally approving the Annual COE Holiday Schedule

ATTACHMENTS:
1. RESholidays1024

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS ESTABLISHING OFFICIAL CITY OF ELGIN HOLIDAYS FOR THE PERIOD OF OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Elgin recognizes traditional annual holidays for all city operations as part of the City's compensation plan and to provide opportunities for employees to share such holidays with their family and friends; and,

WHEREAS, the City of Elgin provides a total of fourteen (14) paid holidays per year for all regular full-time employees; and

WHEREAS, all City of Elgin employees are paid for designated holidays at their regular rate of pay in the amount of eight (8) hours or four (4) hours regardless of the number of hours in an employee's workday.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. The City of Elgin Official Holidays for FY2024-25 shall be as follows:

Columbus Day, Monday, October 14

Veteran's Day, Monday, November 11

Thanksgiving

Thursday, November 28

Friday, November 29

Christmas

Tuesday, December 24

Wednesday, December 25

New Year's Day, Wednesday, January 1

Martin Luther King Jr. Day, Monday, Jan 20

President's Day, Monday, February 17

Good Friday, Friday, April 18

Memorial Day, Monday, May 26

Emancipation Day, Thursday, June 19

Independence Day, Friday, July 4

Labor Day, Monday, September 1

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 8th day of October, 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
ESMERALDA RANGEL, Assistant City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN MEMORANDUM OF UNDERSTANDING WITH TRAVIS COUNTY MUD 14 FOR PASS THROUGH WASTEWATER SERVICE AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Public Works

PROPOSED ACTION: Review and consider the MOU for execution

BACKGROUND:
The City has service areas for waste water to the west of the development known as "Elm Creek North" or Travis County MUD 14. Instead of building infrastructure around Elm creek, this MOU allows wastewater to flow from the development known as the Poth Tract into Elm Creek underground utilities, then on to the City System beyond. The wastewater flow will be metered at each point in the system. This MOU allows the methodology for calculating flows.

BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
Review and Approve the MOU as presented.

ATTACHMENTS:
1. RESMUD14MOU
2. TC14-M~1

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN MEMORANDUM OF UNDERSTANDING WITH TRAVIS COUNTY MUD 14 FOR PASS THROUGH WASTEWATER SERVICE AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, the Elgin Utility system has a service area known as the "Poth Tract" and;

WHEREAS, to facilitate service to this area staff has identified a method for pass through wastewater service ultimately serving both developments and;

WHEREAS, the staff have reached this agreement and MOU with the Travis County MUD 14;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute a Memo of Understanding for pass through wastewater services to the Travis County MUD 14.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 8th day of October 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
ESMERALDA RANGEL, Assistant City Secretary

MEMORANDUM OF UNDERSTANDING
ESTABLISHING METHODOLOGY FOR ESTIMATING PASS-THROUGH WASTEWATER SERVICE TO POTH TRACT PRIOR TO INSTALLATION OF WASTEWATER FLOW METER

This **MEMORANDUM OF UNDERSTANDING** (this "*MOU*") is entered into between **TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 14**, a political subdivision of the State of Texas operating under Chapters 49 and 54 of the Texas Water Code (the "*District*"), **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership (the "*Developer*"), and the **CITY OF ELGIN, TEXAS**, a home rule municipality located in Bastrop and Travis Counties, Texas (the "*City*"). The City, the Developer, and the District are sometimes referred to individually in this Agreement as a "*Party*" and collectively as the "*Parties*". This MOU will be effective upon the date of due execution by the last Party to sign this MOU, as indicated below.

WHEREAS, the District purchases and receives wholesale wastewater service from the City under the terms and provisions of that certain Wastewater Agreement dated effective April 25, 2011 (the "*Wholesale Agreement*");

WHEREAS, the Developer is developing the ±36.921 acres of property adjacent to the District, more particularly described on **Exhibit "A"** (the "*Poth Tract*"), into a mix of single-family residential and/or commercial uses;

WHEREAS, the Poth Tract is located within the wastewater certificate of convenience and necessity held by the City; but because the City does not have existing wastewater lines in the area to which the Poth Tract could readily connect, the Parties have entered into that certain Agreement for Pass-Through Wastewater Service [Poth Tract] dated effective July 27, 2022 (the "*Pass-Through Agreement*"), pursuant to which the District authorized the City to connect the wastewater collection system constructed by the Developer to serve the Poth Tract to the District's wastewater collection system to allow the City to provide up to 250 LUEs of retail domestic wastewater service to the Poth Tract using the District's wastewater system on a pass-through basis;

WHEREAS, in accordance with the Pass-Through Agreement, the monthly amount of wastewater service provided by the City to the Poth Tract through the District's wastewater system is required to be measured by a meter installed at the Wastewater Point of Connection identified in the Pass-Through Agreement (the "*Meter*"), and such amount will then be deducted from the total amount of wastewater service billed to the District by the City under the Wholesale Agreement each month;

WHEREAS, the Meter has been ordered but has not yet been delivered and installed;

WHEREAS, the Developer has requested that the City begin providing retail wastewater service to the Poth Tract prior to the installation of the Meter and has proposed that, for purposes of deducting the amount of wastewater service provided by the City to the Poth Tract from the City's monthly bill to the District under the Wholesale Agreement, the amount of wastewater service provided to the Poth Tract be estimated based on the average daily flow of wastewater generated by connections within the District;

WHEREAS, the District has reviewed its wastewater flows from January 1, 2020 to July 31, 2024 and determined that each connection within the District has averaged 176 gallons of daily wastewater flow (the "*Average Daily Flow*");

WHEREAS, the City grants a Certificate of Occupancy to each residence within the Poth Tract and can therefore track the number of active wastewater connections within the Poth Tract (each, an "*Active Connections*") at any given time; and

WHEREAS, the Parties desire to establish the specific terms and conditions under which pass-through wastewater service to the Poth Tract may be initiated prior to the installation of the Meter and a methodology for estimating such usage for billing purposes under the Wholesale Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, and benefits contained in this MOU, the Parties agree as follows:

1. Capitalized terms not defined in this MOU have the meanings ascribed thereto in the Pass-Through Agreement.

2. The City may begin providing retail wastewater service to the Poth Tract under the Pass-Through Agreement on the date on which the District accepts from the Developer, for operation and maintenance, the lift station used to provide pass-through wastewater service to the Poth Tract.

3. Until the installation of the Meter, the City will estimate the monthly amount of wastewater service provided to each Active Connection by multiplying the number of days in the billing cycle that such connection was an Active Connection, based on the issue date of the Certificate of Occupancy for such connection, by the Average Daily Flow. The total estimated amount of wastewater service for all Active Connections for that billing cycle will then be deducted from the total amount of wastewater service billed to the District by the City under the Wholesale Agreement.

4. The City will include with its monthly invoice to the District under the Wholesale Agreement a copy of each Certificate of Occupancy issued for the Poth Tract during that billing cycle so that the District may independently verify the amount of each invoice. In the event of a dispute between the District and the City regarding the City's calculation of the amount of wastewater service provided to the Poth Tract, the Developer agrees to pay the difference to the District within 30 days of receiving notice of such discrepancy.

5. This MOU will be in force and effect until the installation of the Meter, at which time this MOU will automatically terminate and the amount of wastewater service provided by the City to the Poth Tract will be determined by the Meter in accordance with the Pass-Through Agreement.

6. The Parties agree to mutually cooperate in good faith to accomplish all actions contemplated in this MOU.

7. The provisions of this MOU are severable, and if any provision or part of this MOU or the application thereof to any person or circumstance is ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this MOU and the application of such provision or part of this MOU to other persons or circumstances will not be affected thereby.

8. This MOU will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Travis County, Texas. Venue for any action arising under this MOU will be in Travis County, Texas.

9. Except as otherwise expressly provided, nothing in this MOU is intended to confer upon any person, other than the Parties and their successors and permitted assigns, any benefits, rights, or remedies under or by reason of this MOU.

10. A Party's rights and obligations under this MOU may not be assigned or transferred without the consent of the other Parties, which consent will not be unreasonably withheld or delayed. All of the terms, provisions, covenants, and conditions set forth in this MOU will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

11. This MOU may only be amended by written agreement executed by the Parties.

12. To facilitate execution, (a) this MOU may be executed in any number of counterparts; (b) the signature pages taken from separate individually executed counterparts of this MOU may be combined to form multiple fully executed counterparts; and (c) an original signature delivered by facsimile or in another electronic format (*e.g.*, .PDF via email) will be deemed to be an original signature for all purposes. All executed counterparts of this MOU will be deemed to be originals, and all such counterparts, when taken together, will constitute one and the same agreement.

13. Each Party represents and warrants that it has the full right, power, and authority to execute this MOU and all related documents. Each person executing this instrument on behalf of a Party represents that he or she is an authorized representative of and has the authority to sign this document on behalf of the respective Party.

14. Except as specifically provided in this MOU, the terms and provisions of the Pass-Through Agreement will continue to govern the rights and obligations of the Parties, and all provisions and covenants of the Pass-Through Agreement will remain in full force and effect. In the event of any inconsistency between this MOU and the Pass-Through Agreement, this MOU will control.

* * *

[*Signature Pages Follow*]

COUNTERPART SIGNATURE PAGE TO

MEMORANDUM OF UNDERSTANDING ESTABLISHING METHODOLOGY FOR ESTIMATING PASS-THROUGH WASTEWATER SERVICE TO POTH TRACT PRIOR TO INSTALLATION OF WASTEWATER FLOW METER

DISTRICT:

TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 14

Harold Baughman, President
Board of Directors

Date:_____

COUNTERPART SIGNATURE PAGE TO

MEMORANDUM OF UNDERSTANDING ESTABLISHING METHODOLOGY FOR ESTIMATING PASS-THROUGH WASTEWATER SERVICE TO POTH TRACT PRIOR TO INSTALLATION OF WASTEWATER FLOW METER

DEVELOPER:

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: U.S. Home, LLC, a Delaware limited liability company (as successor-in-interest by conversion from U.S. Home Corporation, a Delaware corporation), its General Partner

By: _____
Name: KEN BLAKER
Title: AUTHORIZED AGENT

Date: 9/26/2024

COUNTERPART SIGNATURE PAGE TO

MEMORANDUM OF UNDERSTANDING ESTABLISHING METHODOLOGY FOR ESTIMATING PASS-THROUGH WASTEWATER SERVICE TO POTH TRACT PRIOR TO INSTALLATION OF WASTEWATER FLOW METER

CITY:

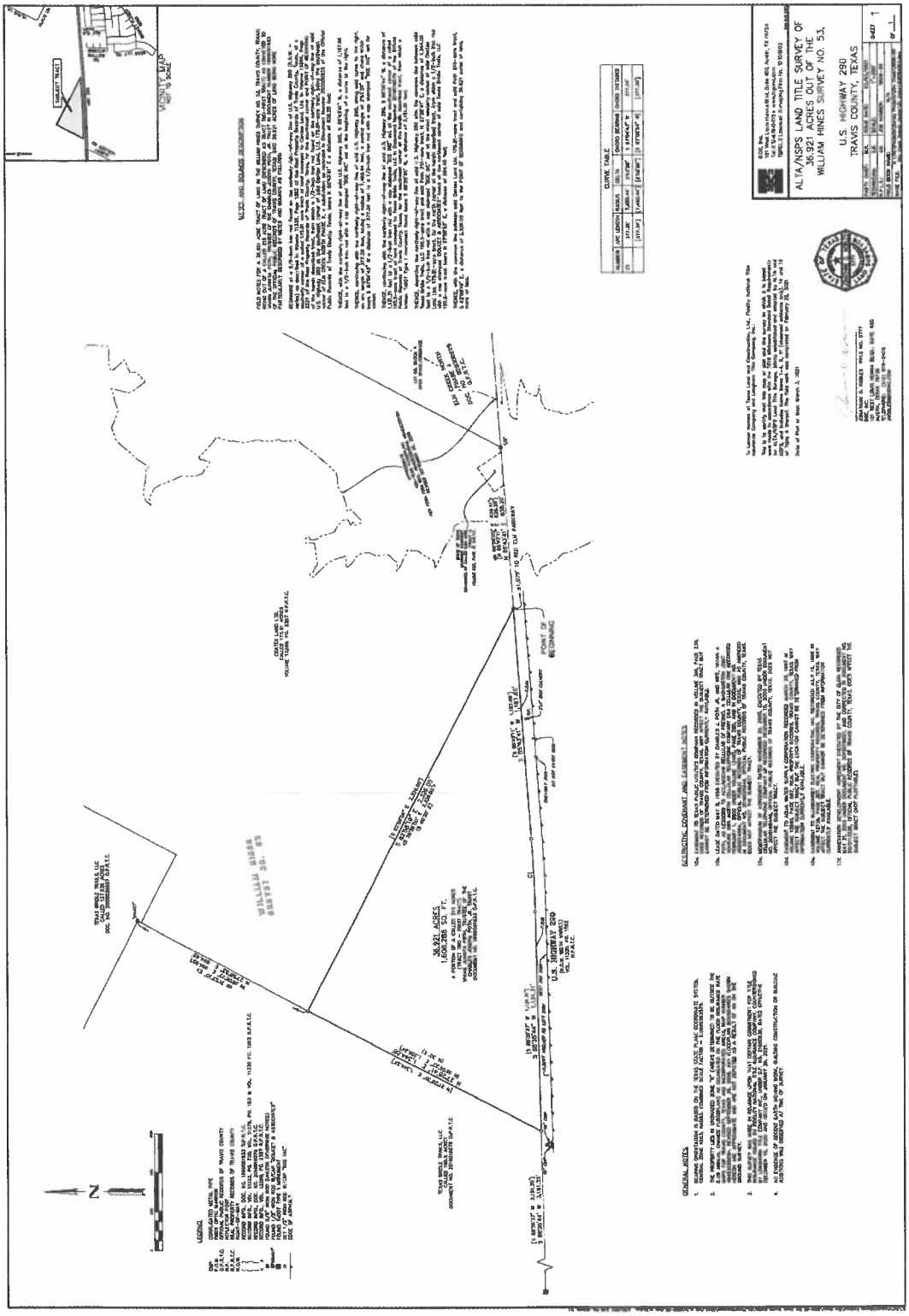
CITY OF ELGIN, TEXAS

_____

Tom Mattis, City Manager

Date:_____

EXHIBIT "A"
POTH TRACT



Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: Appointment/Re-Appointment Of Members To Various City Commissions, Boards, And/Or Committees Including The Planning & Zoning Commission, Board of Adjustments, Library Advisory Boards, Park & Recreation Advisory Board, Economic Development Corporation Board of Directors, Historic Review Board, Main Street Board of Directors, And Building Standard Commission

DEPARTMENT: Executive

PROPOSED ACTION: Appointment/re-appointment of members to the Planning & Zoning Commission, Board of Adjustments, Library Advisory Board, Parks & Recreation Advisory Board, Economic Development Corporation Board of Directors, Historic Review Board, Main Street Board of Directors, and Building Standards Commission as applicable.

BACKGROUND:
The City Council has established by Ordinance policies and procedures regarding annual appointments to various City Commissions, Boards, and/or Committees. The City Secretary's Office has previously provided a report to the Council in compliance with the requirements of city code; and now such appointments and/or re-appointments are ready for Council’s consideration.

BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
Appointment/re-appointment of members to the Planning & Zoning Commission, Board of Adjustments, Library Advisory Board, Parks & Recreation Advisory Board, Economic Development Corporation Board of Directors, Main Street Board of Directors, and Building Standards Commission as determined by the Mayor and City Council; and direction to staff as may be deemed appropriate.

ATTACHMENTS:
1. ORD2022-08-16-25 An Ordinance Establishing Rules and Procedures for Boards and Commissions

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

ORDINANCE NO. 2022-08-16-25

AN ORDINANCE ESTABLISHING GENERAL RULES AND PROCEDURES, INCLUDING APPOINTMENTS, TERM LIMITS, AND RELATED MATTERS FOR ALL BOARDS AND COMMISSIONS OF THE CITY OF ELGIN, TEXAS; REPEALING ALL OTHER ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND PROVIDING FOR A SAVINGS CLAUSE

WHEREAS, Article XI of the Home Rule Charter of the City of Elgin provide the City Council with exclusive authority to establish "boards and commissions as it may deem necessary conduct of city business and management of municipal affairs"; and,

WHEREAS, Article XI of the Home Rule Charter of the City of Elgin further provides the City Council with authority to establish "authority, functions, and responsibilities of such boards and commissions"; and,

WHEREAS, the City Council is now desirous of establishing, among other items, procedural consistency regarding the appointment schedules for all such boards and commissions as well as term limits regarding same.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ELGIN, TEXAS:

I.

Sec. 1-Purpose.

The purpose of this Ordinance is to establish clarity as to general rules and procedures for all City of Elgin Boards and Commissions.

Sec. 2-City Charter Authority

Article XI of the Home Rule Charter of the City of Elgin, states "The city council shall have the authority to establish by ordinance for such boards and commissions as it may deem necessary conduct of city business and management of municipal affairs. The authority, functions, and responsibilities of such boards and commissions shall be such as is spelled out in the ordinance establishing them. All existing boards and commissions heretofore established shall be continued in accordance with the ordinance or other acts under which they have been created, or until the city council shall by ordinance abolish, modify, or alter the ordinances or acts under which they exist. Notwithstanding, any other provision of this Charter the elected city council shall have paramount authority over all matters affecting the budgets, appropriation of funds expenditures, purchases, and sale of properties and procedures for accounting therefore consistent with the

express provisions of this Charter and applicable provisions of the State Constitution and law of this State."

Sec. 3-Boards and Commissions

(1) As of the date of this Ordinance, the following Boards and/or Commissions have been authorized and or duly recognized by the City Council:

- Planning & Zoning Commission
- Board of Adjustment
- Library Advisory Board
- Parks & Recreation Advisory Board
- Economic Development Corporation Board of Directors
- Public Safety Advisory Committee
- Historic Review Board
- Main Street Board of Directors
- Building Standards Commission

(2) Ad hoc boards may be temporarily appointed and terminate upon completion of a specific task or special purpose for which it was created, or when abolished by a majority vote of the City Council. No ad hoc board shall have powers other than advisory to the City Council.

Sec. 4-Meeting Times and Agenda

Boards, commissions, and committees shall set their own meeting times. All boards, commissions, and committees shall be subject to these rules. Each board, commission, and committee shall set their own agenda, so long as it is in accordance with the Texas Open Meetings Act.

Sec. 5-Regulatory Authority

The Board of Adjustments, Economic Development Corporation, and Planning and Zoning Commission, are the only boards and commissions that have regulatory authority.

Sec. 6-Board and/or Commission Members

Members appointed to boards or commissions serve at the will of the Council and may be removed, replaced, or not reappointed at the discretion of the Council, by majority vote, with or

without cause. When conducting the business of the City, appointed members of all boards or commissions shall follow the rules of procedure set forth by the City Council.

Sec. 7-Qualifications of Board and/or Commission Appointees

(1) Members appointed to boards and commissions, for at least twelve (12) months preceding their appointment, must be:

a. registered voters of the city who have resided within the corporate limits of the City of Elgin, or within territory annexed prior to the appointment; or

b. an owner of real property within the corporate limits of the City; or,

c. an owner of a business located within the corporate limits of the City.

(2) Members appointed to boards and commissions should not have any delinquent City taxes, City utilities, or other City assessments; and must not have any pending claim against the City.

(3) Members appointed to boards and commissions serve without compensation and must not be employed by or hold any other position in city government.

(4) No member of a board or commission may remain in his/her position after being elected or appointed to City Council.

(5) No member of a board or commission may simultaneously occupy a seat on any other City board or commission, except for the Historic Review Board and the Main Street Board of Directors

(6) In addition to any other requirements prescribed by the City Council, members must maintain the qualifications established while in office.

Sec. 8-Term Limits

No appointed member of a board or commission shall serve more than two (2) full two (2) year terms. After completing said terms, an appointee shall not be eligible for reappointment of any board, committee, or commission, by the City Council for a period of two (2) years.

Sec. 9-Uniform Appointment Schedule for Board and/or Commission Members

(1) The City Council will review applications and may, at their discretion, interview eligible applicants for open positions on boards and commissions. The City Secretary shall establish

deadlines and procedures for providing all applications to the City Council relating to upcoming board and commission appointments.

(2) Applications are accepted at the beginning of May and through the end of June. The City Secretary will submit applications to the City Council at least sixty (60) days prior to October 1st. All board and/or commission appointments shall be made in September of each year and members begin their terms October 1st. Final appointment decisions will be determined by the City Council.

(3) Should a vacancy occur before the next appointment and causes a quorum conflict on the board, commission, or committee, the chair should report this to the City Council and City Secretary in writing. The City Council will then consider a special appointment to fill a vacancy on an as needed basis.

(4) Any member of a board or commission whose term is expiring must repeat the application process or submit their interest of reappointment in writing to be considered for a subsequent term.

Sec. 10-Quarterly Meetings

All boards and/or commissions shall conduct an official meeting at least once every three (3) months. This requirement shall not apply to the Board of Adjustments and Building Standards Commission who shall meet as needed.

Sec. 11-Regular Presentations to City Council

Each board and/or commission shall provide to City Council an activity report at least once every three (3) months.

Sec. 12-Open Government Training

Upon initial appointment, within 90 days of taking the oath of office or assuming duties, all board, commission, and or committee members shall be required to watch the Texas Public Information Act and the Texas Open Meetings Act training videos as provided by the City Secretary.

Sec. 13 -Waiver of Qualifications Requirements

Solely at its discretion, the City Council may consider on a case-by-case basis the waiver of any and all such qualification requirements and/or rules for individual appointments to any board or commission as they may be deemed warranted in serving the best interest of the City.

II.

A. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

B. The invalidity of any section or provision of this ordinance shall not invalidate other sections or provisions thereof.

C. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this ordinance was adopted was posted and that such meeting was open to the public as required by law at all times during which this ordinance and the subject matter hereof was discussed, considered and formally acted upon, all as required by the Open Meeting Act, Chapter 551, Texas Government Code, as amended.

READ, PASSED, and **ADOPTED** on first reading this 16th day of August 2022

Theresa Y. McShan, Mayor
City of Elgin, Texas

ATTEST:

Jennifer Stubbs, City Secretary

CITY OF ELGIN TEXAS

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CONSENTING TO THE APPOINTMENT OF PEYTON STANDIFER AS CITY SECRETARY OF THE CITY OF ELGIN IN ACCORDANCE WITH THE CITY CHARTER; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: Executive

PROPOSED ACTION: Consent to the City Manager's appointment of Peyton Standifer as City Secretary of the City of Elgin.

BACKGROUND:
The Elgin City Charter requires the City Manager to "appoint the City Secretary and additional Assistant City Secretaries as may be necessary and advisable". the former COE City Secretary, Jennifer Stubbs recently accepted a new position with the City of Garland, Texas, thereby creating a vacancy in the Elgin City Secretary position. Subsequent to a candidate search, the City Manager has appointed Peyton Standifer as City Secretary. The Elgin City Charter requires this appointment by the City Manager "with the consent of City Council".

BUDGET/FINANCIAL IMPACT:
Funding for this item was {X} included {} not included in the current-year budget {} N/A

RECOMMENDATION:
Approval of the Resolution as presented.

ATTACHMENTS:
1. ResApptCSecretary1024

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, CONSENTING TO THE APPOINTMENT OF PEYTON STANDIFER AS CITY SECRETARY OF THE CITY OF ELGIN IN ACCORDANCE WITH THE CITY CHARTER; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the Elgin City Charter Article 5, Section 5 requires the City Manager to appoint the City Secretary and such additional Assistant City Secretaries as may be necessary and advisable; and,

WHEREAS, in accordance with the Elgin City Charter, the City Manager shall make such appointments with the consent of City Council; and,

WHEREAS the City Manager has appointed Peyton Standifer as City Secretary of the City of Elgin.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Consent. The Mayor and City Council do hereby consent to the City Manager's appointment of Peyton Martin as City Secretary of the City of Elgin.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 8th day of October, 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
ESMERALDA RANGEL, Assistant City Secretary

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO RENEW AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY "COUNTY" TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO.

DEPARTMENT: Development Services

PROPOSED ACTION: Discussion, consideration, and action on a Resolution authorizing the City Manager to renew an interlocal agreement with Bastrop County to support the 911 Geographic Information System (GIS) Database Management.

BACKGROUND:
The City of Elgin has been operating under an Interlocal Agreement with Bastrop County which was approved by Council on June 1, 2021. That agreement had a term ending date of September 30, 2021 with an automatic extension for two (2) 12-month extension periods. Both of those periods have now elapsed. The new agreement automatically extends for unlimited extension periods. See the attached Summary of Changes for additional information regarding changes to the agreement.

BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
Staff recommends approval of the agreement.

ATTACHMENTS:
1. Proposed 9-1-1 GIS Resolution
2. Summary of Changes_911GisDbmIla_Elgin_2025
3. _911GisDbm_ILA_BastropCo-CityofElgin_2025_WithExhibits

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. 2024-10-08-___

A RESOLUTION OF THE CITY OF ELGIN, TEXAS AUTHORIZING THE CITY MANAGER TO EXECUTE A RENEWAL OF AN INTERLOCAL AGREEMENT WITH BASTROP COUNTY "COUNTY" TO SUPPORT THE 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT AND MAKING CERTAIN FINDINGS RELATED THERETO

WHEREAS, the County has entered into an Interlocal Agreement for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments ("CAPCOG's Interlocal") to support the Strategic Plan of the Capital Area Emergency Communication District ("CAECD" or "District"), and,

WHEREAS, in the CAPCOG Interlocal Agreement, the County has agreed to perform several duties including entering into and maintaining agreements with all other local governments in the County who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries or alter city limit boundaries; and,

WHEREAS the parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so the City of Elgin is authorized to provide address assignments, street names and address ranges, public safety answering point boundaries, emergency service boundaries and city limit boundaries to the County in a timely manner to help ensure efficient and accurate response to emergency calls and text messages county-wide.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute the *Interlocal Agreement to Support 9-1-1 Geographic Information System Database Management* with the County, a copy of said agreement being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. Effective Date. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 8th day of October 2024.

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
ESMERALDA RANGEL, Assistant City Secretary

Summary of Changes
Bastrop County- City of Elgin
911 GIS DBM Support ILA – 2025

Overall - Grammer, punctuation, and formatting corrections.

Interlocal Agreement

- Add "Whereas" to third paragraph.

Section 2. Agreement Term

- Change end date with initial term which "remains in effect until September 30, 2025".
- Change from automatic extends for two (2) 12-month extension periods to "automatically extends for unlimited 12-month extension periods each October 1st".

Section 27. Exhibits

- **Subsection 27.2**: Remove "promptly" in reference to providing updated copy of the CPACOG ILA. The ILA will be provided as soon as feasible.

Section 28. Agreement and Signatures

- Remove "This Agreement is executed in duplicate originals" since one original will be signed with a digital copy provided.
- Update name of City Secretary to "Esmeralda Rangel".

Exhibit B – Public Agency Duties

Section 1. Basic Work

- **Subsection 1.1.c**:
  Correct "Exhibit B, Section 2, of this Agreement" to "Section 3 of this Exhibit" when referencing GIS format. This correction was also made at each occurrence throughout Exhibit.
- **Subsection 3.1(b)(i)**
  Change "Exhibit B, Section 3.1(a) of this Agreement" to "Section 1, Subsection 3.1.a of this Exhibit". This change was also made at each occurrence throughout the Exhibit.
- **Subsection 3.4**
- Remove "Functional" from "Functional Classifications".
- **Subsection 3.4.a**
  - Remove "functional classification"
  - Add new list levels:
    "i. Road Class Designation, as shown in Section 3, Subsection 8.2.c of this Exhibit; and"
    "ii. Road Class Type, as shown in Section 3, Subsection 8.2.d of this Exhibit; and"

- **Subsection 3.4.b**
  - Remove "functional" from "functional classification".
- **Subsection 4.2.a**
  - Change "Exhibit B, Section 1, subsection 3.1(b) and 3.3(a), of this Agreement" to Section 1, Subsection 3.1.b and 3.3.a of this Exhibit".

Section 3. GIS Work

- **Item 1. Maintenance**
  - Remove:
    "(d) PSAP Boundaries", and
    "(e) Emergency Service Zone (ESZ)".
- **Item 2. Data Requirement**
  - Move to Item 8.
- **Item 8. Data Requirement**
  - Add data requirements as Subsections 8.1-8.5.
    Formerly, GIS data requirements were outlined in the CAPCOG NG9-1-1 Transitional GIS data Requirements, in accordance with Exhibit C, Attachment B of the 2023 Agreement. Since that time, CAPCOG made a major GIS data transition from Version 1 to Version 2. To reduce the immense amount of work associated with a schema change, Version 1 requirements will remain in effect under this Agreement and a script will be used to convert Version 1 to Version 2.
  - Add Subsection 8.6 Reference Documents.

Exhibit C – CAPCOG ILA

- Replace CAPCOG ILA with updated FY 2025 ILA.

Exhibit D – USPS Publication 28 Appendix C

- Add "USPS Publication 28 Appendix C: https://pe.usps.com/text/pub28/28apc_002.htm".

Exhibit E – Acronyms and Definitions

- Add "Feature Class – see GIS Data Layer".
- Update Municipal Boundary definition to include "Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries."

BASTROP COUNTY AND CITY OF ELGIN

INTERLOCAL AGREEMENT TO SUPPORT 9-1-1 GEOGRAPHIC INFORMATION SYSTEM DATABASE MANAGEMENT

This Interlocal Cooperation Agreement ("Agreement") is between Bastrop County, a political subdivision of the State of Texas ("COUNTY") and the **City of Elgin**, general law municipality and political subdivision of the State of Texas ("PUBLIC AGENCY"). The COUNTY and PUBLIC AGENCY may be referred to individually as "Party" and collectively as "Parties."

Whereas, the COUNTY has entered into an Interlocal Agreement for 9-1-1 Geographic Information System Database Management with the Capital Area Council of Governments ("CAPCOG ILA") to support the Strategic Plan of the Capital Area Emergency Communications District ("CAECD" or "District").

Whereas, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District; and

Whereas, in the CAPCOG ILA, the COUNTY agreed to perform several duties including entering into and maintaining agreements with all other local governments who have the authority to assign address points, street names and address ranges, alter public safety answering point boundaries, alter emergency service boundaries or alter city limit boundaries; and

Whereas, the Parties enter into this Agreement pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code so PUBLIC AGENCY is authorized to provide address assignments, street names and address ranges, public safety answering point boundaries, emergency service boundaries and city limit boundaries to the COUNTY in a timely manner to help ensure efficient and accurate response to emergency calls and text messages county-wide.

Now Therefore, in consideration of the obligations described in this Agreement, and the benefits accrued to the citizens of the COUNTY and PUBLIC AGENCY, the Parties do agree as follows:

Section 1. Purpose

The purpose of this Agreement is to ensure the exchange of data and information between the Parties in a timely manner for the maintenance of the District's 9-1-1 GIS database to help ensure efficient and accurate response to emergency calls and text messages in PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary.

Section 2. Agreement Term

This Agreement becomes effective on the date last signed by the Parties, remains in effect until September 30, 2025, and automatically extends for unlimited 12-month extension periods each October 1st unless terminated in accordance with the provisions of this Agreement. The initial term or each extension period may be referred to "Term" under this Agreement.

Section 3. PUBLIC AGENCY Cost

PUBLIC AGENCY is responsible for any and all costs incurred to perform its obligations under this Agreement. The COUNTY will not be responsible for this cost.

Section 4. Project Representatives

4.1 Each Party's Project Representative is authorized to give and receive communications and directions on behalf of their Party. All communications must be addresses to the Party's Project Representative or their designee. Each Party's Project Representative may indicate a designee through email to the other Party's Project Representative. The contact information of the Party's Project Representative is as follows:

COUNTY	PUBLIC AGENCY
Julie Sommerfeld	Beau Perry
GIS Manager	Development Services Interim Director
804 Pecan Street, Bastrop TX 78602	P.O. Box 581, Elgin, TX 78621
512-581-4012	512-281-0119
julie.sommerfeld@co.bastrop.tx.us	beau.perry@elgintexas.gov

4.2 Should the identity of the Party's Project Representative change, each Party will identify a qualified and competent replacement and promptly notify the other Party of the change. No formal amendment is otherwise required for this section.

Section 5. COUNTY Duties

The COUNTY agrees to carry out duties shown in Exhibit A.

Section 6. PUBLIC AGENCY Duties

PUBLIC AGENCY agrees to carry out the duties shown Exhibit B.

Section 7. Confidential and Proprietary Information

All material submitted to the COUNTY becomes public property and is subject to the Texas Public Information Act upon receipt, unless the disclosure is expressly prohibited by law. If PUBLIC AGENCY does not desire proprietary information to be disclosed, each page must be identified and marked proprietary at time of submittal. The COUNTY will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. If PUBLIC AGENCY fails to identify proprietary information, it agrees that by submission of the information that the material shall be deemed nonproprietary and available upon public request.

Section 8. County Right to Audit

PUBLIC AGENCY agrees representatives of the COUNTY shall have access to, and the right to audit, examine or reproduce, any and all documents of PUBLIC AGENCY related to PUBLIC AGENCY's performance under this Agreement upon COUNTY's advance written notice to PUBLIC AGENCY and scheduling between the Parties. In no event will the COUNTY have the right to inspect records PUBLIC AGENCY deems confidential or proprietary. Audits shall be at the COUNTY's expense.

Section 9. PUBLIC AGENCY Right to Audit

COUNTY agrees representatives of PUBLIC AGENCY shall have access to, and the right to audit, examine or reproduce, any and all documents of the COUNTY's performance under this Agreement upon PUBLIC AGENCY's advance written notice to COUNTY and scheduling between the Parties. In no event will PUBLIC AGENCY have the right to inspect records the COUNTY deems are confidential or proprietary. Audits shall be at PUBLIC AGENCY's expense.

Section 10. Independent Contractor

This Agreement shall not be construed as creating an employer/employee relationship, a partnership, joint enterprise, or a joint venture between the parties. COUNTY and PUBLIC AGENCY are independent contractors. The Parties agree and understand that this Agreement does not grant unto the other Party any rights or privileges established for employees of either the COUNTY or PUBLIC AGENCY.

Section 11. Default

A Party to this Agreement shall be in default ("Event of Default") under this Agreement if the Party (a) fails to fully, timely and faithfully perform any of its material obligations under this Agreement; or (b) fails to provide adequate assurance of performance under Section 12.

Section 12. Right to Assurance

Whenever a Party to this Agreement in good faith has reason to question the other Party's intent to perform, demand may be made to the other Party for written assurance of the intent to perform. In the event that no assurance is given within ten working days after demand is made, the demanding Party may treat this failure as an anticipatory repudiation of the Agreement.

Section 13. Termination for Cause

If either Party commits an Event of Default, the non-defaulting Party shall deliver written notice of such Event of Default to the defaulting Party. Such notice must specify the nature of the Event of Default and inform the defaulting Party that unless the Event of Default is cured within thirty (30) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the defaulting Party begins a good faith attempt to cure the Event of Default within thirty (30) days, then and in that instance, the thirty (30) day period may be extended by the non-defaulting Party, so long as the defaulting Party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Default. If, in the opinion of the non-defaulting party, the defaulting Party does not cure the breach within thirty (30) days or otherwise fails to make any diligent attempt to correct the Event of Default, the defaulting party shall be deemed to be in default and the non-defaulting Party may terminate this Agreement. The Parties' rights and remedies under the Agreement are cumulative and are not exclusive of any other right or remedy provided by law.

Section 14. Termination without Cause

Either Party may terminate this Agreement without cause by providing thirty (30) days advance written notice to the other party.

Section 15. Dispute Resolution

15.1 If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either Party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each Party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.

15.2 Negotiation may be waived by a written agreement signed by both Parties, in which event the Parties may proceed directly to mediation as described below. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the COUNTY and PUBLIC AGENCY 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 said agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or an agreement interpretation expert. 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 COUNTY and PUBLIC AGENCY will share the costs of mediation equally.

Section 16. Survival of Obligations

All provisions of this Agreement that impose continuing obligations on the parties, including but not limited agreement purpose, and confidentiality shall survive the expiration or termination of this Agreement.

Section 17. Texas Public Information Act

The Parties agree that this Agreement is subject to the Texas Public Information Act and the Act shall control to the extent of any conflict between the terms of this Agreement and the Act.

Section 18. Current Revenues

This Agreement is authorized by the Interlocal Cooperation Act of Chapter 791 of the Texas Government Code. This Agreement does not require payments from one party to the other. However, to the extent applicable, each party's monetary obligations hereunder are payable only and solely from the current revenues appropriated and available for the performance of such obligations.

Section 19. Assignment

A Party to this Agreement may not assign or transfer its interests under this Agreement.

Section 20. Entirety of the Agreement

This Agreement constitutes the entire Agreement and understanding between the Parties and supersedes all previous agreements, understandings, discussions, or representations concerning its subject matter.

This Agreement may not be amended in whole or in part except in a written amendment executed by both Parties to this Agreement.

Section 21. Jurisdiction and Venue
The Parties agree that this Agreement is governed by the laws of the State of Texas and that venue for a dispute arising from this Agreement shall be either in Bastrop County, Texas or in the United States District Court, Western District of Texas, Austin, Texas.

Section 22. Severability
If a term or provision of this Agreement is determined to be void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement remains effective to the extent permitted by law.

Section 23. Notice to Parties
23.1 Notice to be effective under this Agreement must be in writing and received by the Party against whom it is to operate. Notice is received by a party: A) when it is delivered to the Party personally; B) on the date shown on the return receipt if mailed registered or certified mail, return receipt requested, and signed for on behalf of the Party; or C) three business days after its deposit in the United States mail, with first-class postage affixed. Notices to Party's shall be addresses as follows:

COUNTY	PUBLIC AGENCY
County Judge	City Manager
Bastrop County	City of Elgin
804 Pecan Street	P.O. Box 591 (310 N Main Street)
Bastrop, Texas 78602	Elgin, Texas 78621
512-332-7201	512-281-5724

23.2 A Party may change its address by providing notice of the change in accordance with Section 23.1.

Section 24. Governmental Immunity
Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither the COUNTY nor PUBLIC AGENCY waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas.

Section 25. Execution of this Agreement
Parties to this Agreement shall submit certified documentation of approval by the governing body authorized to execute this Agreement. This Agreement may be executed (by original or facsimile) by the Parties in one or more counterparts, each of which shall be considered one and the same agreement.

Section 26. Force Majeure
Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement if, while and to the extent such default or delay is caused by acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party ("Force Majeure"). Force Majeure does not include economic or market

conditions, which affect a party's cost, but not its ability to perform. The Party invoking Force Majeure shall give prompt, timely and adequate notice to the other Party, by facsimile transmission or telephone confirmed promptly thereafter in writing, and shall use due diligence to remedy the event of Force Majeure, as soon as reasonably possible. In the event of default or delay in Agreement performance due to any of the foregoing causes, then the time for completion of the services will be extended by a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

Section 27. Exhibits

27.1 The following documents are incorporated into and made part of this Agreement:

Exhibit A	COUNTY DUTIES
Exhibit B	PUBLIC AGENCY DUTIES
Exhibit C	CAPCOG ILA
Exhibit D	USPS PUBLICATION 28 APPENDIX C
Exhibit E	ACRONYMS AND DEFINITIONS

27.2 Upon Exhibit C being amended; supplemented; otherwise modified; superseded; or a new CAPCOG ILA is executed, the COUNTY will provide the PUBLIC AGENCY's Project Representative with a copy. No formal amendment to this Agreement is otherwise required.

Section 28. Agreement and Signatures

Each individual signing this Agreement on behalf of a Party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

This Agreement states the entire agreement of the Parties, and an amendment to it is not effective unless in writing and signed by all Parties.

The Agreement is effective on the last date signed by the Parties.

BASTROP COUNTY

By: _____
Gregory Klaus
County Judge

Date: _____

CITY OF ELGIN

By: _____
Thomas Mattis
City Manager

Date: _____

Attest:

By: _____
Krista Bartsch, County Clerk

By: _____
Esmeralda Rangel, City Secretary

Exhibit A

COUNTY DUTIES

Scope of Work Overview

The goal of the COUNTY's scope of work is to facilitate the exchange of information between itself and the PUBLIC AGENCY to help ensure efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work helps support the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan in accordance with the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic System Database Management, as shown in *Exhibit C of this Agreement*. County task's include:

Section 1. Tasks

COUNTY agrees to the following tasks in PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary:

1. Street Names

In regards to proposed street names COUNTY agrees to:

1.1 Review to identify duplicated and sound-alike names;

1.2 Provide written determination to PUBLIC AGENCY of its findings within 20 business days following receipt of proposed names; and

1.3 Place in reserved status for a period of 2 years proposed names approved by PUBLIC AGENCY and determined by COUNTY to be unique, including phonetically.

2. 9-1-1 GIS Database Management

In regards to the maintenance of the 9-1-1 GIS database COUNTY agrees to:

2.1 Carry out the scope of work in accordance with the CAPCOG Interlocal Agreement for 9-1-1 GIS Database Management, as outlined in *Exhibit C of this Agreement*.

2.2 Include in its monthly updates to CAPCOG any valid 9-1-1 related information or data (refer to *Exhibit B of this Agreement*) received from the PUBLIC AGENCY by the 10th business day of the month.

3. GIS Data

In regards to GIS data, COUNTY agrees to provide a copy upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

4. 9-1-1 Data

In regards to 9-1-1 data, COUNTY agrees to provide information upon written request by the PUBLIC AGENCY to the extent allowed by laws, rules, regulations and agreements.

Exhibit B

Public Agency Duties

Scope of Work Overview

The intent of this scope of work is to facilitate the exchange of information between the COUNTY and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. Such work is in accordance with the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic System Database Management, shown in *Exhibit C of this Agreement,* which supports the Capital Area Emergency Communications District's ("CAECD's" or "District's") Strategic Plan. In order to accomplish this:

1. Call and tests must be routed to the correct public safety answering point (PSAP);
2. The correct emergency service provider must be dispatched to the appropriate location; and
3. The emergency responders must be able to know the most efficient route to reach that location.

Section 1. Basic Work

Basic work involves information and data preparation needed for the 9-1-1 GIS database but does NOT involve updating the 9-1-1 GIS database directly.

PUBLIC AGENCY agrees to provide notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within the COUNTY's provisioning boundary within 30 days of approval, assignment or action, unless otherwise noted:

1. Boundaries

In regards to boundaries the PUBLIC AGENCY agrees to:

1.1. **Annexations and Disannexations**:

a. Inform the COUNTY of all proposed annexations and disannexations no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;

b. Notify the COUNTY of all approved annexations and disannexations within 24 hours of approval and provide the COUNTY a copy of official documentation and maps; and

c. Provide the COUNTY a maintained and updated municipal boundary polygon in GIS format, as outlined in *Section 3 of this Exhibit*, as soon as possible following any annexation or disannexation.

1.2. **Public Safety Answering Points** (PSAP):

a. Inform the COUNTY of any proposed change to alter the PSAP boundary no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject areas;

b. Coordinate all PSAP boundary changes with the COUNTY;

c. Inform the COUNTY of the desired effective date of any PSAP boundary change;

d. Notify the COUNTY of all approved PSAP boundary changes within 24 hours of approval and provide COUNTY official documentation and maps; and

e. Optionally, provide the COUNTY a maintained and updated PSAP polygon in GIS format, as outlined in *Section 3 of this Exhibit*.

1.3. **Emergency Service Boundary** (ESB):

a. Inform the COUNTY of any proposed changes to alter a law, fire, or emergency medical service ESB no later than twenty (20) business days prior to consideration by its governing body and provide the COUNTY a map and description of all subject area;

b. Coordinate all ESB changes with the COUNTY;

c. Inform the COUNTY of the desired effective date of all ESB changes;

d. Notify the COUNTY of all approved ESB changes within 24 hours of approval and provide COUNTY official documentation and maps; and

e. Optionally, provide the COUNTY maintained and updated law, fire, and emergency medical service ESB polygons in GIS format, as outlined in *Section 3 of this Exhibit*.

2. Public Safety Agencies

In regards to public safety agencies (PSA) the PUBLIC AGENCY agrees to:

2.1. **First Responders**

a. Inform the COUNTY of any proposed change in a PSA responsible for providing PSAP, law, fire, or emergency medical service no later than twenty (20) business days prior to consideration by its governing body;

b. Coordinate the change of any PSA with the COUNTY;

c. Inform the COUNTY of the desired effective date of a change to any PSA;

d. Notify the COUNTY of a change to any PSA within 24 hours of approval and provide COUNTY official documentation; and

e. Provide the County the name, contact information, and any other relative information of each PSA who provides services within the municipality's jurisdiction.

3. Streets

In regards streets PUBLIC AGENCY agrees to:

3.1. **Names**

a. **Proposed**:

i. Provide the COUNTY with all proposed street names for their review and determination in accordance with *Exhibit A, Section 1, Subsection 1 of this Agreement*;

ii. Prohibit the use of any street names deemed a duplication, including phonetically, within the same postal community and within the COUNTY's provisioning boundary; and

iii. Cancel any nonessential street name held in reservation by the COUNTY.

b. **New/Approved**:

i. Ensure any approved street name complies with *Section 1, Subsection 3.1.a of this Exhibit*;

ii. Provide the COUNTY a layout or plat of named streets within 10 business days following the PUBLIC AGENCY's final approval; and

iii. Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Section 3 of this Exhibit*.

c. **Renamed**:

i. Ensure any renamed street complies with *Section 1, Subsection 3.1.a of this Exhibit;*

ii. Coordinate the renaming of any street with the COUNTY;

iii. Inform the COUNTY the desired effective date of any renamed street;

iv. Provide the COUNTY documentation, including a layout or plat, of any renamed street within 10 business days following the PUBLIC AGENCY's final approval; and

v. Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Section 3 of this Exhibit*.

3.2. **Layout**:

a. Supply the COUNTY with a map or plat of any street which is:

i. Platted;

ii. Official recognized and named;

iii. Undergoing new construction; or

iv. Altered to change its positional location, including extended or shorted; and

b. Provide the COUNTY with documentation, including a layout or plat, of any street which is permanently closed, abandoned, discontinued, or vacated within ten (10) business days following the PUBLIC AGENCY's final approval; and

c. Optionally, provide the COUNTY a maintained and updated road centerlines in GIS format, as outlined in *Section 3 of this Exhibit*.

3.3. **Address Ranges**:

a. Provide the COUNTY the address range for every named street segment, including:

i. Low and high address numbers;

ii. Address Parity (odd, even, both) for each side of the street (left, right); and

iii. Direction in which address numbers increase; and

b. Provide the COUNTY a map or plat which displays the address range of each named street segment.

3.4. **Classifications**:

a. Provide the COUNTY for each street;

i. Road Class Designation, as shown in Section 3, Subsection 8.2.c of this Exhibit; and

ii. Road Class Type, as indicated in Section 3, Subsection 8.2.d of this Exhibit; and

b. Notify the COUNTY when the classification of any street changes.

3.5. **Status**

a. Provide written notification frame to the COUNTY of any street which is:

i. Approved; and

ii. Accepted.

3.6. **Traffic Regulations**

a. Speed Limits:

i. Provide the COUNTY with official documentation of any approved or altered speed limit within 24 hours of approval; and

ii. Upon written request, supply the COUNTY detailed information on previously established speed limits.

b. Direction of Travel Flow:

i. Provide the COUNTY with official documentation of any street designated for one-way traffic within 24 hours of approval; and

ii. Upon written request, supply the COUNTY detailed information on streets previously designated for one-way traffic.

4. Addresses

In regards to address numbers PUBLIC AGENCY agrees to:

4.1. **New**:

a. Ensure each assigned address complies with and validates against the street name and address range information provided to the COUNTY under *Exhibit B, Section 1, Subsections 3.1(b) and 3.3(a) of this Agreement*;

b. Notify the COUNTY in writing of each address assignment within 10 business days of assignment. Include with each notice:

i. The full and complete address, including all appropriated address characteristic;

ii. A map, or coordinates, with positional accuracy of the structure or designated site location within +/- 25 feet of its true location or intended designation; and

iii. The effective date of the assignment;

c. Coordinate all mass address assignments with the COUNTY; and

d. Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Section 3 of this Exhibit*.

4.2. **Reassigned/Corrected**:

a. Ensure each reassigned or corrected address complies with and validates against the street name and address range information provided to the COUNTY under *Section 1, Subsections 3.1.b and 3.3.a of this Exhibit*;

b. Notify the COUNTY in writing of each address change or correction within 10 business days of its reassignment. Include with each notice:

i. The full and complete former address, including all appropriated address characteristic;

ii. The full and complete new address, including all appropriated address characteristic;

iii. The effective date of the assignment;

c. Coordinate all mass address changes with the COUNTY; and

d. Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Section 3 of this Exhibit*.

4.3. **Relocation**:

a. Notify the COUNTY in writing when the spatial location of any addressed structure or site occurs. Include with each notice:

iv. The full and complete address, including all appropriated address characteristic;

i. A map, or coordinates, with positional accuracy of the structure or designated site's new location within +/- 25 feet of its true location or intended designation; and

ii. The effective date of the change;

b. Coordinate all mass address relocations with the COUNTY; and

c. Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Section 3 of this Exhibit*.

4.4. **Cancellation**:

a. Notify COUNTY in writing of any address assignment which subsequently cancelled, voided or otherwise deemed invalid for use. The notice shall include:

i. The full and complete address, including all appropriated address characteristic;

ii. The effective date; and

b. Coordinate all mass address cancellations with the COUNTY; and

c. Optionally, provide the COUNTY a maintained and updated site/structure address points in GIS format, as outlined in *Section 3 of this Exhibit.*

5. Subdivision

In regards to subdivisions PUBLIC AGENCY agrees to:

Plats:

a. Ensure all street names which appear on the plat were preapproved in accordance with *Exhibit A, Section 1 of this Agreement;*

b. Provide COUNTY a copy of all plats within 10 business days of approval;

c. Notify COUNTY of all streets undergoing construction prior to a plat's final approval; and

d. Furnish COUNTY a map or plat which prominently displayed street names and address numbers within 10 business of the finalization of address assignments.

Section 2. Discrepancy and Error Resolution Work

Discrepancy and error resolution work involves researching and collecting information necessary to resolve any identified or reported inaccuracy associated with 9-1-1 database but does NOT involve updating the 9-1-1 database directly.

PUBLIC AGENCY agrees to expeditiously research and provide accurate information to the COUNTY that is necessary to resolve any discrepancies or errors identified or reported by an authorized stakeholder. Discrepancies and errors include, but are not limited to:

1. 9-1-1 call errors:

1.1. Incorrect Automatic Location Identifier (ALI);

1.2. Call Misroute; or

1.3. No Record Found (NRF).

2. Telephone Number (TN) Database errors:

2.1. Incorrect ALI;

2.2. Missing Master Street Address Guide (MSAG) record; or

2.3. Incorrect MSAG record.

3. Master Street Address Guide (MSAG) Database errors:

3.1. Missing MSAG records;

3.2. Incorrect MSAG records;

4. 9-1-1 GIS database errors:

4.1. Geometry, such as

a. Duplicate Features;

b. Feature Outside Provisioning Boundary;

c. Feature Gap or Overlap; or

d. Road Centerline (RCL) Disconnect;

4.2. Attribute, such as:

a. Mismatch compared to another layer;

b. RCL Parity Issue;

c. Missing Critical Field Value;

d. Unmatched Site/Structure Address Point (SSAP) to ALI Record;

e. Unmatched RCL to MSAG Record;

f. Duplicate Globally Unique Identifications (GUIDs); or

g. Missing Routing Uniform Resource Identifier (URI).

5. Address errors:

5.1. Any address reported by a property owner, resident, member of the public, service provider, government entity, etc. for which no 9-1-1 address point exists.

5.2. Any reported address which cannot be validated against a RCL or MSAG Record.

Section 3. GIS Work

GIS work is optional and involves maintaining and updating GIS data related to the 9-1-1 GIS database in the PUBLIC AGENCY's jurisdiction within the COUNTY's provisioning boundary. GIS work does NOT involve updating the 9-1-1 GIS database directly.

When conducting GIS work related to this *Agreement* PUBLIC AGENCY agrees to:

1 Maintenance

Create and maintain current GIS data related to one or more 9-1-1 GIS data layers:

a. Site/Structure Address Points (SSAPs);

b. Road Centerlines (RCLs);

c. Municipal Boundaries;

d. Law Emergency Service Boundary (ESB);

e. Fire ESB; and

f. Emergency Medical Service (EMS) ESB.

2 Quality

Perform quality assurance/quality control measure to ensure GIS data provided to the COUNTY is high quality.

3 Format

Provide GIS data to the COUNTY in ESRI file geodatabase or shapefile format.

4 Coordinate System

Submit GIS data to the COUNTY in a common projected coordinate system.

5 Metadata

Include metadata with all GIS data provided to the COUNTY that includes, at a minimum:

a. A description of the data (Summary and Description);
b. Definitions of the attributes and the attribute values;
c. Time period covered by the data;
d. Restrictions to access and/or use of the data;
e. Contact information; and
f. Keywords that enable users to search and find data.

6 Timely Submittal

Submit GIS data to the COUNTY by the 10th business day of each month.

7 Non-geospatial Data and Information

Continue to submit to the COUNTY all notification, information, and records that are essential for the maintenance of the 9-1-1 GIS database in its jurisdiction within COUNTY's provisioning boundary as outlined in *Section 1 of this Exhibit*.

8 Data Requirements

8.1 Summary

GIS data provided by the PUBLIC AGENCY to the COUNTY shall follow the CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 1 (October 2021) outlined below.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. Remember to keep the field names in your database the same as those listed, and in the same order, and that all entries for every field must be in UPPER CASE. The complete attribute definitions shown in the GIS data tables are described and defined in the "Database Format" sections for each dataset. The data fields shown as Mandatory and

Conditional must be present in the data. In the tables below, the column M/C/O is to indicate whether the attribute values is Mandatory (M), Conditional (C), or Optional (O).

- **Mandatory (M)** signifies an attribute value must exist.
- **Conditional (C)** signifies that if the attribute information exists in the real world, it must be included. If no value exists for the feature, the individual value is left blank without an empty space (if text), or 0 (if numeric).
- **Optional (O)** signifies an attribute value may or may not be included in the data field.

In the GIS data tables below, the TYPE column indicates the data type used for the data field.

- **TEXT** – string of alphanumeric characters including any combination of alphabetical letters A-Z and numbers 0-9.
- **DATE** – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM- DD HH:MM:SS.
- **DOUBLE** – double precision floating point numeric values with decimals.
- **LONG** – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals in the GIS data tables below, the WIDTH column indicates the number of allowable characters within each field.

8.2 Road Centerlines (RCL)

This dataset represents road networks in the CAPCOG region. This layer includes the street names and address ranges used to assign an address.

Type of Date: Line

Performance Standard Accuracy: 98%.

Positional Accuracy: Street centerlines must be within +/- 5 feet of the center of the roadbed.

8.2.a Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation “DRVW” entered in the ‘street name (ST_NAME)’ field and have any other relevant attribute information completed, including the ‘CLASS’ field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The positional accuracy of addressed structures should be within +/- 5 feet of the center of the roadbed (the part on which vehicles travel) noting that when roadways are divided (i.e by a median) the roadbeds on each side should have a centerline drawn. In all cases each new street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection. Street segment direction must be correct as well.

These items and other geometric relationships are referred to as “topology”, and especially important for NG9-1-1 purposes.

8.2.b Database Format

The following table details the data format requirements for the RCL database.

Table 8.2. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/VALID ENTRIES
SOURCE	M	TEXT	75	Local 911 GIS DBM agency that last updated the record. COUNTY will populate.
PROVIDER	M	TEXT	75	The name of the regional 911 authority. CAPCOG will populate.
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format. COUNTY will populate.
EFF_DATE	O	DATE	26	Date the new record information goes into effect, in ISO 8601 format.
SEGMENTID	O	LONG	DEFAULT	Unique segment ID. COUNTY will populate.
RCL_UNIQID	M	TEXT	100	Globally unique ID for each road segment. Bastrop County will populate
COUNTRY	M	TEXT	2	Value must be "US". COUNTY will populate.
L_STATE	M	TEXT	2	Value must be "TX". COUNTY will populate.
R_STATE	M	TEXT	2	Value must be "TX". COUNTY will populate.
L_COUNTY	M	TEXT	40	Fully spelled county name on the Left side of the road. COUNTY will populate.
R_COUNTY	M	TEXT	40	Fully spelled county name on the Right side of the road. COUNTY will populate.
L_MUNI	M	TEXT	100	Name of the municipality on Left. If none, populate with "UNINCORPORATED". COUNTY will populate.
R_MUNI	M	TEXT	100	Name of the municipality on Right. If none, populate with "UNINCORPORATED." COUNTY will populate.
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left; i.e.: WARD 2. COUNTY will populate.
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right; i.e.: WARD 2. COUNTY will populate.
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left.
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left.
L_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Left.
R_RNG_PRE	C	TEXT	15	Part of an address preceding the numeric address on Right.
LF_ADDR	M	LONG	DEFAULT	Left address number at the FROM node.
LT_ADDR	M	LONG	DEFAULT	Left address number at the TO node.
RF_ADDR	M	LONG	DEFAULT	Right address number at the FROM node.
RT_ADDR	M	LONG	DEFAULT	Right address number at the TO node.
L_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
R_PARITY	M	TEXT	1	E, O, B, Z for Even, Odd, Both, or Zero (if the range is 0 to 0)
L_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Left. COUNTY will populate.
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right. COUNTY will populate.

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/VALID ENTRIES
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left. COUNTY will populate.
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right. COUNTY will populate.
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. COUNTY will populate.
R_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Right. COUNTY will populate.
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left. COUNTY will populate.
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left. COUNTY will populate.
PRE_MOD	O	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR. I.e.: Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp, Underpass, Overpass.
PRE_DIR	C	TEXT	2	Leading directional prefix. Valid Values are N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SW = Southwest, SE = Southeast.
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare.
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority. The value must be "DRVW" for unnamed streets.
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
POST_DIR	C	TEXT	2	Trailing directional prefix. Valid Values are N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SW = Southwest, SE = Southeast.
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME.
FULL_NAME	M	TEXT	125	Full street name, should be a concatenation of 4 fields: PRE_DIR, ST_NAME, ST_TYPE, and POST_DIR with no trialing or leading spaces.
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to street segment.
ONE_WAY	O	TEXT	2	B, FT, TF for both, FROM node to TO node, TO node to FROM node.
SP_LIMIT	O	LONG	DEFAULT	Posted speed limit in MHP.
CLASS	M	TEXT	4	Street type designated code. See Road Class Codes ('Street Type') Designation in Section 8.2.c (below).
RDCLS_TYP	M	TEXT	15	See valid Road Class I Types in Section 8.2.d (below).
NOTES	O	TEXT	75	Additional Information.

8.2.c **Road Class Codes (‘Street Type’) Designation**

The following list of codes are used in the “Class” field in the RCL Database:

- IH – Interstate
- US – US Highway
- SH – State Highway
- FM – Farm to Market, Ranch Road, Ranch to Market

- LS – City Street, County Road, Park Road, Recreational, Frontage Road
- AC – Access Road, Crossover
- PVT- Private Road
- TR – Toll Road
- RAMP- On-ramp, Off-ramp
- DW – Driveway

8.2.d **Road Class I Types**

The following list of codes are used in the "RDCLS_TYP" field in the RCL Database:

- Primary
- Secondary
- Local (City, Neighborhood, or Rural Road)
- Ramp
- Service (usually along a limited access highway)
- Vehicular Trail (4WD, snowmobiles)
- Walkway (Pedestrian Trail, Boardwalk)
- Alley
- Private (service vehicles, logging, oil fields, ranches, etc.)
- Parking Lot
- Trail (Ski, Bike, Walking / Hiking Trail)

8.3 Site / Structure Address Points (SSAP)

This point data represents addressable sites, structures, or property entrances that exist within the CAPCOG region.

Type of Date: Point

Performance Standard Accuracy: 98%

Positional Accuracy: Structures or designated site locations must be within +/- 25 feet of their true location or intended designation.

8.3.a Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. In any case, the positional accuracy of structures or designated site locations should be within +/- 25 feet of their true location or intended designation.

The performance standard for the Site Structure Address Point feature class is 98% accuracy. This means that 98% of the database records should be free of critical and significant errors.

8.3.b Database Format

The following table details the data format requirements for the SSAP database.

Table 8.3. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/VALID ENTRIES
SOURCE	M	TEXT	75	Local 911 GIS DBM agency that last updated the record. COUNTY will populate.
PROVIDER	M	TEXT	75	The name of the regional 911 authority. CAPCOG will populate.
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format. COUNTY will populate.
EFF_DATE	O	DATE	26	Date the new record information goes into effect, in ISO 8601 format.
SEGMENTID	O	LONG	DEFAULT	Unique site ID. COUNTY will populate.
SITEUNIQID	M	TEXT	100	Globally unique ID for each road segment. COUNTY will populate.
COUNTRY	M	TEXT	2	Value must be "US". COUNTY will populate.
STATE	M	TEXT	2	Value must be "TX". COUNTY will populate.
COUNTY	M	TEXT	40	Fully spelled county name. COUNTY will populate.
MUNICIPAL	M	TEXT	100	Name of the municipality. If none, populate with "UNINCORPORATED". COUNTY will populate.
MUNI_DIV	C	TEXT	100	Name of municipality division, i.e.: WARD 2. COUNTY will populate.
NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision where the address is located.
ADDNUM_PRE	C	TEXT	15	Part of an address leading the numeric address.
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare.
ADDRNUM_SUF	C	TEXT	15	Part of an address following the address number; i.e.: 1/2, B
PRE_MOD	C	TEXT	15	Word or phrase separate from type and direction that precedes PRE_DIR, i.e.: Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp, Underpass, Overpass.
PRE_DIR	C	TEXT	2	Leading directional prefix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SW = Southwest, SE = Southeast.
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare.
ST_NAME	M	TEXT	60	Legal street name as assigned by local addressing authority.
ST_TYPE	C	TEXT	4	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
POST_DIR	C	TEXT	2	Training directional suffix. Valid values are: N = North, S = South, E = East, W = West, NW = Northwest, NE = Northeast, SW = Southwest, SE = Southeast.

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/VALID ENTRIES
POST_MOD	C	TEXT	12	Word or phrase separate from type and direction that follows ST_NAME.
FULL_NAME	M	TEXT	125	Full street name, must be identical to the site's related road FULL_NAME.
ST_ALIAS	C	TEXT	125	Entire alias street name assigned to related street segment.
FULL_ADDR	M	TEXT	170	Full address, should be a concatenation of ADDNUM_PRE + ADDR_NUM + ADDNUM_SUF + FULL_NAME with no extra leading or trailing spaces.
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name. Preceded by "0" if digits are less than 5. COUNTY will populate.
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address. COUNTY will populate.
POSTAL_COM	O	TEXT	40	City name for the ZIP of an address, as given in he USPS. COUNTY will populate.
ZIP	O	TEXT	5	5-digit numeric postal code area. COUNTY will populate.
Zip4	O	TEXT	4	ZIP plus 4 code without the dash. COUNTY will populate.
BLDG	O	TEXT	75	One among a group of buildings that have the same address.
FLOOR	O	TEXT	75	A floor, story, or level within a building.
UNIT	O	TEXT	75	A suite or group of rooms within a building that share the same entrance.
ROOM	O	TEXT	75	A single room within a building.
SEAT	O	TEXT	75	A place where a person sits within a building; i.e.: cubicle.
LANDMARK	C	TEXT	150	The name by which a prominent feature is publicly known or Vanity address.
MILEPOST	C	LONG	DEFAULT	A posted numeric measurement from a given beginning point.
SITE_TYPE	C	TEXT	50	Type of feature identified by the address; i.e. residential, office, store, school.
Point_X	O	DOUBLE	DEFAULT	Longitude of point in decimal degrees using EPSG: 4326. COUNTY will populate.
Point_Y	O	DOUBLE	v	Latitude of point in decimal degrees using EPSG: 4326. COUNTY will populate.
NOTES	O	TEXT	254	Additional location information, which is not a building, unit, room, or seat.
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters.

8.4 Emergency Service Boundaries (ESB)

This polygon data consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

Type of Date: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Emergency Service Boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq. meters.

8.4.a Graphic (Spatial) Edits

Each of these layers is used by the ECRF to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly. Communications must be regularly preserved with all fire, law, and emergency medical responders to obtain the information required to maintain updated boundaries. These Emergency Service Boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. The ESBs can be created by dissolving the Emergency Service Zones polygon data. These items and other geometric relationships are referred to as "topology", and especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one <u>multipart</u> polygon**.

There MUST be a separate Emergency Service Boundary layer for each type of service. The set of Emergency Service Boundaries MUST include, at a minimum, the following:

- Law Enforcement;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries MAY include, but are not limited to:

- Poison Control;
- Forest Service; and
- Animal Control.

8.4.b Database Format The following table details the data format requirements for the ESB database.

Table 8.4. ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/VALID ENTRIES
DISCRPAGID	M	TEXT	75	Local 911 GIS DBM agency that last updated the record. COUNTY will populate.
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format. COUNTY will populate.
EXPIRE	O	DATE	26	Date the new record information goes into effect, in ISO 8601 format.
EFFECTIVE	O	DATE	26	The date and time when the information in the record is no longer considered valid.
ES_NGUID	M	TEXT	254	Globally unique ID for each emergency service boundary polygon. COUNTY will populate
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28. COUNTY will populate.
AGENCYID	M	TEXT	100	Globally unique ID for each road segment. COUNTY will populate
SERVICEURI	M	TEXT	254	URN/URL for routing. COUNTY will populate.
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-known Service. COUNTY will populate.
SERVICENUM	M	TEXT	15	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. Ex.: 911. COUNTY will populate.
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information.
DISPLAYNAME	M	TEXT	60	Name of the service provider that offers services within the area of the Emergency Service Boundary.

8.5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

Type of Date: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Municipal boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq. meters.

8.5.a Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries. These boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet.

8.5.b Database Format

The following table details the data format requirements for the Municipal Boundary database.

Table 8.5. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/VALID ENTRIES
SOURCE	M	TEXT	75	Local 911 GIS DBM agency that last updated the record. COUNTY will populate.
PROVIDER	M	TEXT	75	The name of the regional 911 authority. CAPCOG will populate.
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format. COUNTY will populate.
EFF_DATE	O	DATE	26	Date the new record information goes into effect, in ISO 8601 format.
POLY_ID	O	LONG	DEFAULT	Numeric Polygon ID. May serve as a placeholder field to populate MUNIUNIQID field.
MINIUNQID	M	TEXT	100	Globally unique ID for each road segment. COUNTY will populate
COUNTRY	M	TEXT	2	Country name represented by two capital letters. COUNTY will populate.
STATE	M	TEXT	2	State name; e.g.: TX. Bastrop County will populate.
COUNTY	M	TEXT	40	County name fully spelled out; i.e.: BASTROP, TRAVIS. COUNTY will populate.
MIUNI_NM	M	TEXT	100	Name of the municipality; i.e.: BASTROP, ELGIN, SMITHVILLE.

8.6 Reference Documents

8.6.a NENA Registry of Street Name Pre Type Separators.
http://technet.nena.org/nrs/registry/StreetNamePreTypeSeparators.xml.

8.6.b NENA Master Glossary of 9-1-1 Terminology.
https://kb.nena.org/wiki/Category:Glossary

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2025

1. Parties and Purpose

    1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. One of CAPCOG's functions includes the operation of the Capital Area Emergency Communications District ("CAECD" or "the District") a regional emergency communications district of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health and Safety Code, as amended. On behalf of the District, CAPCOG desires to ensure the highest quality in its 9-1-1 Geographic Information System (GIS) data in order to ensure the success of the region's transition to Next Generation 9-1-1 emergency communications service within the District.

    1.2. Bastrop County ("PUBLIC AGENCY") is a Texas County that has agreed to participate in maintaining and updating the district's 9-1-1 GIS database and exercises its authority under Section 251.013 of the Texas Transportation Code to name public roads and assigning address numbers to property located in unincorporated areas of the county.

    1.3. This Interlocal Agreement (ILA) is entered into between CAPCOG and PUBLIC AGENCY under Chapter 791 of the Texas Government Code in order to compensate the PUBLIC AGENCY for the work required to maintain and update the district's 9-1-1 GIS database.

    1.4. For the purpose of carrying out CAPCOG's duties and obligations under this agreement, the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents (including the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

2. Goods and Services

    2.1. PUBLIC AGENCY agrees to carry out the scope of work in Attachment A in accordance with the data requirements in Attachment B.

3. Cooperative Purchasing

    3.1. CAPCOG may periodically identify opportunities to cooperatively purchase goods or services for the 9-1-1 GIS data for participating organizations.

    3.2. If PUBLIC AGENCY chooses to participate in a cooperative purchase of 9-1-1 GIS goods or services organized by CAPCOG, PUBLIC AGENCY agrees that CAPCOG may deduct the cost of PUBLIC AGENCY's share of those goods or services from the contract price otherwise payable to the PUBLIC AGENCY.

4. Effective Date and Term of Contract

4.1. This contract takes effect October 1, 2024, and terminates on September 30, 2025, unless terminated earlier under Section 10.

5. Contract Price and Payment Terms

5.1. For work performed under this agreement, CAPCOG agrees to compensate PUBLIC AGENCY an amount not to exceed $151,455.80.

5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2024 – December 31, 2024: $37,863.95, invoice due by close of business, Monday, January 13, 2025

January 1, 2025 – March 31, 2025: $37,863.95 , invoice due by close of business, Monday, April 7, 2025;

April 1, 2025 – June 30, 2025: $37,863.95, invoice due by close of business, Monday, July 7, 2025; and

July 1, 2025 – September 30, 2025: $37,863.95, invoice due by close of business, Monday, October 13, 2025.

Timely submission of invoices will be considered in CAPCOG's evaluation of PUBLIC AGENCY's performance of this ILA, and CAPCOG reserves the right to reject any invoice submitted more than 90 days after the end of each quarter.

5.3. PUBLIC AGENCY agrees to submit a performance report along with each invoice in accordance with the scope of work in Attachment A. If CAPCOG determines that PUBLIC AGENCY has not met performance expectations described in Attachment A, CAPCOG will provide a written explanation to PUBLIC AGENCY, and PUBLIC AGENCY agrees to provide, within five business days, a comprehensive explanation of the performance deficiency and a plan for achieving performance targets during the next quarter.

5.4. CAPCOG agrees to pay invoices within 30 days after receiving a correct invoice, after CAPCOG determines that the PUBLIC AGENCY has fulfilled its obligations for the quarter in accordance with Attachment A.

5.5. CAPCOG reserves the right to reject in whole or part a quarterly invoice in part or in whole if PUBLIC AGENCY has not adequately fulfilled its obligations under this ILA.

6. Compliance with Applicable Law and Policy

6.1. PUBLIC AGENCY agrees to comply with all applicable law and policy in carrying out this ILA.

7. Independent Contractor, Assignment, and Subcontracting

7.1. PUBLIC AGENCY is not an employee or agent of CAPCOG but furnishes goods and services under this ILA solely as an independent contractor.

7.2. PUBLIC AGENCY may not assign its rights or subcontract its duties without the written consent of CAPCOG. An attempted assignment or subcontract in violation of this section is void.

7.3. If CAPCOG consents to PUBLIC AGENCY's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this ILA, and PUBLIC AGENCY agrees to furnish a copy of this ILA to each subcontractor and furnish, upon request, a copy of PUBLIC AGENCY's contract with any subcontractor to CAPCOG.

7.4. If PUBLIC AGENCY wishes to assign the role of project representative to anyone other than a PUBLIC AGENCY employee to serve as its project representative for this ILA, it shall provide documentation to CAPCOG that the subcontractor consents to serve in this capacity.

8. Records and Monitoring

8.1. PUBLIC AGENCY agrees to maintain records adequate to document its performance and costs of carrying out this ILA at PUBLIC AGENCY's offices.

8.2. Subject to additional requirements of section 8.3, PUBLIC AGENCY agrees to preserve the records for three fiscal years after receiving final payment under this ILA.

8.3. If an audit or information in the records is disputed or the subject of litigation, PUBLIC AGENCY agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

8.4. Upon advance and reasonable notice to the PUBLIC AGENCY, CAPCOG is entitled to inspect and copy, during normal business hours at PUBLIC AGENCY's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAPCOG is also entitled to visit PUBLIC AGENCY's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.

8.5. CAPCOG reserves the right to visit PUBLIC AGENCY's offices to monitor performance of this contract at least during the performance period to ensure compliance with applicable law and policy. If CAPCOG exercises this option, it will provide PUBLIC AGENCY with a written monitoring report within 30 calendar days of the visit. The report will describe any compliance issues and schedule a follow-up visit if necessary.

8.6. CAPCOG agrees to notify PUBLIC AGENCY at least 24 hours in advance of any intended visit under this Section other than as described in Section 8.5. Upon receipt of CAPCOG's notice, PUBLIC AGENCY agrees to notify the appropriate department(s) specified in the notice of CAPCOG's intended visit.

9. Nondiscrimination and Equal Opportunity

9.1. PUBLIC AGENCY shall not exclude anyone or entity from participating in PUBLIC AGENCY's duties under this ILA, deny benefits under this ILA, or otherwise discriminate against anyone in carrying out this contract because of any protected category under CAPCOG's personnel policies, which include race, color, religion, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

9.2. If PUBLIC AGENCY procures goods or services with funds made available under this ILA, PUBLIC AGENCY agrees to comply with CAPCOG's affirmative action procurement policy, which is set out in CAECD's 9-1-1 Policies and Procedures Manual.

10. Early Termination of Contract

10.1. If CAPCOG or PUBLIC AGENCY breaches a material provision of this ILA, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time as agreed by the parties, despite the breaching party's reasonable diligence and good faith effort to do so, the non-breaching party may terminate the contract or may invoke the dispute resolution process of section 11.

10.2. If this ILA is terminated under this section, CAPCOG and PUBLIC AGENCY are entitled to compensation for goods and services provided the other before receiving notice of the suspension or termination. However, neither CAPCOG nor PUBLIC AGENCY is liable to the other for costs it paid or incurred under this contract made after or in anticipation of its receipt of notice of suspension or termination. The fraction of the maximum amount owed for each period described in sections 5.1 and 5.2 will be calculated based on the quarterly amount and fraction of CAPCOG business days during that quarter when the PUBLIC AGENCY carried out work pursuant to this ILA.

10.3. Termination for breach under Section 10.1 does not waive either party's claim for direct damages resulting from the breach, and both CAPCOG and PUBLIC AGENCY among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.

10.4. The termination of this contract does not affect PUBLIC AGENCY's duty to preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under section 8.

11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this ILA without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Section 11, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 11.

11.2. At the written request of either party, each party shall promptly appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this ILA. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.

11.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of

Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party agrees to pay half the cost of the Center's mediation services.

11.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

11.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

11.6. A party's participation in or the results of any mediation or other non-binding dispute resolution process under this section or the provisions of this section shall not be construed as a waiver by party of: (1) any rights, privileges, defenses, remedies, or immunities available to a party; (2) a party's termination rights; or (3) other termination provisions or expiration dates of this ILA.

11.7. Nothing shall prevent either party from resorting to judicial proceedings if (a) good faith efforts to resolve a dispute under these procedures have been unsuccessful, or (b) interim resort to a court is necessary to prevent serious and irreparable injury to a party or to others.

12. Notice to Parties and Project Representatives

12.1. Notice to be effective under this ILA must be in writing and received by the party against whom it is to operate. Notice is received by a party: A) when it is delivered to the party personally; B) on the date shown on the return receipt if mailed or registered or certified mail, return receipt requested, to the party's address specified in 12.2 or 12.3 and signed for on behalf of the party; or C) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 12.2 or 12.3.

12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attn: Executive Director.

12.3. PUBLIC AGENCY's address is: 804 Pecan Street, Bastrop TX 78602, Attn: Judge Gregory Klaus.

12.4. A party may change its address by providing notice of the change in accordance with Section 12.1.

12.5. Rob Buckhouse, CAPCOG GIS Program Manager, is CAPCOG's Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications including all payment requests must be addressed to the CAPCOG's Project Representative or his designee. CAPCOG's Project Representative or its Executive Director may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6033, and his e-mail is rbuckhouse@capcog.org.

12.6. Julie Sommerfeld is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative or the individual signing this contract for PUBLIC AGENCY may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's

Project Representative's phone number is (512) 581-4012 and her e-mail is julie.sommerfeld@co.bastrop.tx.us.

13. Miscellaneous

13.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she: A) has actual authority to execute this contract on behalf of the governing body identified in this agreement; and verifies the governing body, by either minute order, resolution, or ordinance approved this agreement as required by Texas Government Code Section 791, as amended.

13.2. This ILA shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereafter shall be solely in Travis County.

13.3. This ILA states the entire agreement of the parties, and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this ILA which are required by changes in Federal or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

13.4. The following Attachments are part of this ILA: A) Scope of Work; and B) Data Requirements.

13.5. This contract is executed in duplicate originals.

BASTROP COUNTY	CAPITAL AREA COUNCIL OF GOVERNMENTS
By: _____	By: _____
Name: _____	Betty Voights
Title _____	Executive Director
Date: _____	Date: _____

Date of County Governing Body Approval:

_____

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between PUBLIC AGENCY and CAPCOG to help ensure efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District (CAECD). In order to accomplish this:

1. Calls and texts must be routed to the correct public safety answering point (PSAP)
2. The correct emergency service provider must be dispatched to the appropriate location
3. The emergency responders must be able to know the most efficient route to reach that location.

Definitions

Core 9-1-1 GIS data terminology:

1. **9-1-1 GIS Database**: The geospatial database maintained and updated by the PUBLIC AGENCY that includes, at a minimum, all address points (SSAPs), road centerlines (RCLs), PSAP boundaries, Emergency Service Boundaries (ESBs), Emergency Service Zones (ESZs) boundaries, and city limit (municipal) boundaries for the PUBLIC AGENCY's Provisioning Boundary.
2. **Data Layer**: Also known as a Feature Class, is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons.
3. **Feature Class**: See Data Layer.
4. **Address Points (SSAPs)**: A data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure but may also represent landmarks.
5. **Road (Street) Centerlines (RCLs)**: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.
6. **City Limit (Municipal) Boundary**: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.
7. **Automatic Location Information (ALI) Database**: A tabular database of landline telephone numbers with associated location information used to route 9-1-1 calls to a PSAP.
8. **Legacy Master Street Address Guide (MSAG) Database:** A tabular database of street names and house number ranges within their associated communities defining ESZs and their associated Emergency Service Numbers (ESNs) to enable proper routing of 9-1-1 calls.
9. **Topology:** The spatial relationships between adjacent or neighboring features.
10. **Performance Standard Accuracy**: The minimum accuracy rate that must be achieved in each of the Data Hub, EGDMS, and CAPCOG quality control reports.
11. **Positional Accuracy**: The measure of how an object is accurately positioned on the map with respect to its true position on the ground or its intended designation.

Specialized NG9-1-1 GIS terminology:

1. **Provisioning Boundary**: The authoritative polygon data layer that defines the PUBLIC AGENCY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the PUBLIC AGENCY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the PUBLIC AGENCY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the PUBLIC AGENCY, adjacent PUBLIC AGENCIES, and CAPCOG.

   The Provisioning Boundary should include the area that the PUBLIC AGENCY assigns address points and road names under its own authority, plus any other areas that the PUBLIC AGENCY does not have such authority, but with which it has entered into an exclusive agreement to obtain this information for the 9-1-1 GIS database. Situations that may warrant a change to a Provisioning Boundary include (but are not limited to): municipal annexations, disannexations, consolidation of two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.
2. **PSAP boundary**: The authoritative polygon data layer representing the geographic area within a Provisioning Boundary served by a single 9-1-1 call center (a PSAP), to which all emergency requests are initially routed.
3. **Emergency Service Boundary (ESB)**: A polygon data layer that represents the geographic area of responsibility for emergency response providers within the geographic extent of the Provisioning Boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an Emergency Medical Services (EMS) ESB layer.
4. **Emergency Service Zone (ESZ)**: A polygon data layer representing the area within a Provisioning Boundary served by a unique combination of police, fire, and EMS responders.
5. **Database Schema**: Also known as Data Model, is the database structure with regard to field properties, including data type, field value constraints, etc. Converting one database schema to another involves field-matching (field-mapping) and other compatibility considerations.
6. **Geo-MSAG**: A geospatially-based database that replaces the Legacy MSAG and is created and managed using a road centerline GIS dataset. A city or county must first transition from a traditional tabular MSAG to a Geo-MSAG before it can transition to NG9-1-1. In order to qualify to initiate the transition to a Geo-MSAG, a county must achieve at least 98% match between ALI to RCL records as described later in this document.
7. **Globally Unique IDs (GUIDs)**: A unique identifier that is assigned to each record (feature) in a PUBLIC AGENCY's 9-1-1 GIS database; a GUID uniquely identifies a feature both within the PUBLIC AGENCY's 9-1-1 GIS database Provisioning Boundary and across all 9-1-1 GIS databases.

Quality Control terminology:

1. **Enterprise Geospatial Data Management System (EGDMS)**: A cloud-based quality control platform provided by AT&T/Intrado used for identifying critical errors that affect call and dispatch routing that will be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system for call routing. EGDMS does not assess "significant" errors that affect dispatch.
2. **Data Hub**: a cloud-based quality control platform provided by GeoComm that, in addition to being able to identify critical errors, can also identify "significant" and "other" errors in a PUBLIC

AGENCY's 9-1-1 GIS database. Data Hub is the system that will provide data to a call taker's map display.

3. **New Error**: Any error present in the PUBLIC AGENCY's 9-1-1 GIS database update for the first time.
4. **Legacy Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update that was also present in a preceding update.
5. **Accuracy Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports each indicate are free of critical or significant errors and match a related database.
6. **Error Rate**: The percentage of features that Data Hub, EGDMS, and CAPCOG quality control reports indicate have critical or significant errors, or that do not match a related database.
7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or Data Hub that cause, or have a potential of causing, a critical fault in the routing of a 9-1-1 emergency service request call or text to the correct PSAP; the EGDMS system prevents data with critical errors from being uploaded to the NG9-1-1 system. Examples include (but are not limited to) gaps and overlaps between several of the data layers described above.
8. **Significant Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by GeoComm's Data Hub quality control software that cause, or have a potential of causing, a critical fault in Computer-Aided Dispatch (CAD) mapping platforms or other related systems.
9. **Other Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database identified by GeoComm's Data Hub quality control software other than a "critical" or "significant" error.
10. **Quality Control Reports**: Any of the reports generated by Data Hub, EGDMS, or CAPCOG that evaluates a Feature Class provided by Public Agency and indicates critical, significant, or other errors as well as additional information that evaluates the quality of the data entered relative to requirements for NG9-1-1.
11. **Comprehensive Performance Report**: A monthly CAPCOG produced report that details accuracy and error rates as they relate to the defined performance standards for critical and significant errors. The report will also provide metrics for ALI to RCL and SSAP match rates, legacy errors, and unique features with errors.

General Terminology

12. **Submission Window:** The period of time during which Public Agency can upload Feature Class datasets to CAPCOG to be included in the 9-1-1 database. It is defined as ending at the end of the first day of each month and beginning at the start of the day five days prior to the first day of the month.
13. **Quarterly Report:** A report provided by Public Agency each quarter that indicates the work performed on the 9-1-1 GIS database over the course of the previous quarter. This report is used in conjunction with the Public Agency's invoice in order for CAPCOG to provide reimbursement to the Public Agency.

Task 1: Basic Work

Task 1 involves information gathering and data preparation needed for the 9-1-1 GIS database.

Task 1.A: PUBLIC AGENCY shall constantly maintain a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records in the formats specified for each Feature Class in Attachment B for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. Municipal boundaries
4. Police ESB
5. Fire ESB
6. Emergency Medical Service ESB
7. ESZs

Data submitted by PUBLIC AGENCY must adhere to requirements for Feature Class datasets specified in Attachment B.

Task 1B: PUBLIC AGENCY shall enter into and maintain agreements with all other local governments with the authority to assign address points, assign road names and address ranges, alter municipal boundaries, or change the geographic coverage of emergency service providers in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. When such changes occur, PUBLIC AGENCY shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB boundaries, provisioning boundaries, or any sub-contracting in order for an orderly transition as a result of any pending new agreement, amendment, or agreement termination. PUBLIC AGENCY shall submit a copy of each of these agreements to CAPCOG no later than October 7, 2024.

Task 1.C: If CAPCOG identifies any situations in which a road centerline is coincident with a Provisioning Boundary, PUBLIC AGENCY is responsible for coordinating with any adjacent agencies sharing responsibility for that road centerline to determine which agency will be responsible for maintaining which portions of the road centerline data to avoid duplication.

Task 1.D: At least once a month, PUBLIC AGENCY shall back up the 9-1-1 GIS database and store it in a secure place. PUBLIC AGENCY shall include a record of the dates the database was backed up in the activity reports that are required to be submitted with quarterly invoices.

Task 1E: PUBLIC AGENCY shall be responsible for conveying any relevant information from CAPCOG regarding 9-1-1 GIS database integrity to other local governments and governmental entities partially or wholly within its Provisioning Boundary.

Task 1F: PUBLIC AGENCY shall provide to CAPCOG information from any County Commissioners' Court meetings or City Council meetings that would affect PUBLIC AGENCY's performance of this contract, including (but not limited to) changes to PSAPs, ESBs/ESZs, annexation, or subcontracting. PUBLIC AGENCY's Project Representative is expected to keep track of County Commissioners Court and City Council meeting agendas to determine if an item may affect the performance of this contract, and notify CAPCOG's project representative of any such issues as soon as possible, but no later than 2 days prior to the Commissioners Court or City Council meeting. Such information includes, but is not limited to, annexation notices, disannexation notices, and interlocal agreements related to emergency services and coverage areas. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the PUBLIC AGENCY in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data and/or reinstate prior versions if the data submitted by PUBLIC AGENCY are found to have errors. Regardless of any such changes made by local governments within their Provisioning Boundary, those changes will not be made in the 9-1-1 system until this information is provided to CAPCOG, CAPCOG accepts the information, and makes the corresponding changes in the 9-1-1 system. CAPCOG shall make

PUBLIC AGENCY aware of any required changes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month.

Task 1.G: PUBLIC AGENCY shall send at least one representative to each scheduled 9-1-1 GIS User Group meetings (GMUG) and at least one training workshop hosted by CAPCOG during the performance period of this agreement.

Task 1.H: By October 7, 2024, PUBLIC AGENCY shall submit to CAPCOG a listing of which agencies are responsible for assigning 9-1-1 addresses within all areas of their Provisioning Boundary.

Task 2: Feature Class Quality Control

Task 2 involves uploading the Feature Class datasets to designated quality control services one or more times a month in order to check the integrity of the data for the purpose of ensuring that it is accurate for 9-1-1 use, meets the requirements for an NG9-1-1 system, and gives Public Agency the opportunity to correct errors before submitting the monthly upload required in Task 3.

Task 2.A: Public Agency must download the ALI extract data from the site provided by CAPCOG within seven days of being notified by CAPCOG that it is available.

Task 2.B: Public Agency must upload Feature Class datasets to Data Hub to obtain Quality Control Reports at least once a month, and not more frequent than once per week. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month. The downloaded ALI extract data specified in Task 2.A must be included with at least one of the uploads per month.

Task 2.C: Public Agency must upload Feature Class datasets to EGDMS to obtain Quality Control Reports at least once a month. There is no limit to the number of times that Public Agency can upload data to EGDMS. The roads (RCL) and street addresses (SSAP) need to be included in every upload. The Municipal Boundaries, Emergency Service Zones (ESZ), Police (ESB), Fire (ESB), and Emergency Medical Service (ESB) Feature Classes only need to be uploaded when the Feature Class has changed since the previous month.

Task 2.D: Public Agency must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 2.B and 2.C. as soon as possible.

Task 2.E: PUBLIC AGENCY shall address any other discrepancies identified by authorized stakeholders including, but not limited to, PSAP 9-1-1 call-takers and CAPCOG staff.

Task 3: GIS Work for PSAP Map Updates

Task 3 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. CAPCOG's expectation is that this work would be performed by a person, either on staff or subcontracted by the PUBLIC AGENCY, with responsibilities, knowledge, skills, education, and experience comparable to the state's "Geographic Information Specialist II" job description.[1] Task 2 includes the following sub-tasks:

[1] Available online at: http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/

Task 3.A: PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license in order to carry out this work.

Task 3.B: PUBLIC AGENCY shall submit to CAPCOG all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database at least once a month in ESRI File geodatabase format (.gdb) pursuant to the specifications in Attachment B and any other CAPCOG guidance during the Submission Window. The latest submission that complies with the Performance Standard Accuracy will be used for the 9-1-1 database update.

Task 3.C: In addition, PUBLIC AGENCY shall maintain the ALI database within the PUBLIC AGENCY's Provisioning Boundary. This includes, but is not limited to, correcting telephone number database errors, maintenance and quality-control of an accurate 9-1-1 call location map.

Task 4: Updates for Call-Routing

In a NG9-1-1 environment, the GIS database is used not only for PSAP mapping applications, but also to route both cell and landline phone calls to the proper PSAP.

Task 4.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road (RCL) and street address (SSAP) Feature Class datasets to EGDMS at least once during the Submission Window. CAPCOG will assess compliance with Performance Standard Accuracy indicated for each Feature Class in Attachment B based on the last submission during the Submission Window. Road (RCL) updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 4.B: Public Agency must correct any errors that are indicated in the Quality Control Reports obtained by performing Tasks 3.A prior to the next monthly submission. Failure to make progress in correcting critical errors identified in the prior month's submission will be noted in CAPCOG's Comprehensive Performance Reports and must be noted and explained in Quarterly Reports submitted by PUBLIC AGENCY when submitting an invoice to CAPCOG.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report using the templates provided by CAPCOG that contains all of the following information related to activities that occurred in the quarter:

- For each applicable governmental entity with administrative boundaries within PUBLIC AGENCY's Provisioning Boundary, PUBLIC AGENCY shall provide a summary of actions taken each month relevant to the 9-1-1 GIS database, including any new records added since the last update and errors corrected.
- The date and time of the PUBLIC AGENCY's last backup of its 9-1-1 GIS database.
- Dates and basic summaries (such as total number of features) of data submissions to CAPCOG.
- A summary of any work that involved resolution of boundary issues with other entities, correction of errors and resolution of any other issues related to this contract
- An explanation for any performance issues during the quarter and corrective action that will be taken to address and prevent such issues in the future, including:
    - Late or incomplete data submissions;

- Failure to meet performance expectations for ALI to RCL match accuracy rates, critical error accuracy rates, or significant error rates; and
- Any other issue identified by CAPCOG in a Comprehensive Performance Report.

Operational Timeline

The following timeline should be used by PUBLIC AGENCY in planning its submission of data to DataHub and CAPCOG for PSAP map updates (Task 3) and to EGDMS for and call-routing updates (Task 4):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
Oct 2024	2024-09-24 – 2024-10-01	2024-10-02 – 2024-10-07	2024-10-09
Nov 2024	2024-10-25 – 2024-11-01	2024-11-02 – 2024-11-07	2024-11-12
Dec 2024	2024-11-21 – 2024-12-02	2024-12-03 – 2024-12-06	2024-12-10
Jan 2025	2024-12-20 – 2025-01-02	2025-01-03 – 2025-01-08	2025-01-10
Feb 2025	2025-01-27 – 2025-02-03	2025-02-04 – 2025-02-07	2025-02-11
Mar 2025	2025-02-24 – 2025-03-03	2025-03-04 – 2025-03-07	2025-03-11
Apr 2025	2025-03-25 – 2025-04-01	2025-04-02 – 2025-04-07	2025-04-09
May 2025	2025-04-24 – 2025-05-01	2025-05-02 – 2025-05-07	2025-05-09
Jun 2025	2025-05-23 – 2025-06-02	2025-06-03 – 2025-06-06	2025-06-10
Jul 2025	2025-06-24 – 2025-07-01	2025-07-02 – 2025-07-08	2025-07-10
Aug 2025	2025-07-25 – 2025-08-01	2025-08-02 – 2025-08-07	2025-08-11
Sep 2025	2025-08-26 – 2025-09-02	2025-09-03 – 2025-09-08	2025-09-10

Review of Deliverables and Invoices

Upon receipt of each quarterly invoice, CAPCOG will divide payment into sixths, reflecting the submission of a complete road centerline and address point database in each of the three months that is useable in that month's PSAP map update:

1. Month 1: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
2. Month 1: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
3. Month 2: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
4. Month 2: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
5. Month 3: complete, updated road centerline database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice
6. Month 3: complete, updated address point database provided usable for map update by 5th business day of the month: 1/6 of quarterly invoice

CAPCOG Guidance and Direction

In addition to the Comprehensive Performance Reports identified in Task 3.B, CAPCOG may issue technical guidance or direction to PUBLIC AGENCY's Project Representative that provides further clarification, interpretation, and details. Failure to follow any such guidance would constitute a performance deficiency for this agreement.

Attachment B: CAPCOG Next Generation 9-1-1 GIS Data Requirements Version 2 (October 2024)

1 Summary

The following geospatial data and corresponding attribute specifications are required to be regularly maintained by each county for Mapped Automated Location Information (ALI) and use in a Next Generation 9-1-1 system which relies on GIS data for call and dispatch routing through the Emergency Call Routing Function/Location Validation Function (ECRF/LVF) as defined in the *NENA Master Glossary of 9-1-1 Terminology* (see the Reference Documents section at the end of this document).

This document is referenced in the Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management and is commonly called "Attachment B".

The GIS Data requirements in this document are a condensed version of, and based upon, data standards created by NENA (National Emergency Number Association) as they are developed and evolve over time. These data model standards should be more thoroughly reviewed in *NENA Standard for NG9-1-1 GIS Data Model* (see the Reference Documents section at the end of this document).

Specifics regarding address point placement methodologies should be reviewed in *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by Public Agency in the 9-1-1 system. However, CAPCOG reserves the right to make adjustments to these data or reinstate prior versions if the data submitted are found to have errors. CAPCOG shall make PUBLIC AGENCY aware of any changes it makes to these boundaries within three business days of being provided with the polygon data. Note that changes to these data may be sent to CAPCOG at any point during the month. The local jurisdiction is responsible for downloading and using the latest authoritative version of the ESZ/ESB files used in the 9-1-1 system from CAPCOG at the beginning of each month to avoid repetition of errors if they have occurred.

2 Feature Class Schema Guidelines

The schema for each required dataset includes fields with specific names, data types, and widths. Some fields require a value, others require a value only under certain conditions, some can optionally contain a value or not contain a value, and others must not contain a value. The tables provided in this document in the "Database Format" section for each Feature Class indicate these preferences as well as a description of the values that need to be provided for the field. Additionally, a descriptive name is provided for each field that can be used to easily refer to it in conversation.

The name, data types, and widths are specific to each field and must follow the exact guidelines outlined in the tables for each dataset. When creating datasets, fields must be kept in the same order as listed in the tables.

The tables of field definitions that are included in the "Database Format" section for each Feature Class include the same five columns: FIELD NAME, REQUIRED, TYPE, DESCRIPTION / VALID ENTRIES, and DESCRIPTIVE NAME. A description of each is provided below.

FIELD NAME: The required name for the field that must be entered exactly as it appears in the table. Some field names are all UPPER CASE and some use CamelCase.

DESCRIPTIVE NAME: A name that can be used in conversation to refer to the field that is more easily understandable than the actual field name. The common name is not used in any other context.

REQUIRED: This indicates if the field is required to contain a value, or not. The column indicates one of the following four choices to indicate the value requirement:

- YES – The field MUST contain a non-NULL value and cannot be blank.
- CONDITONAL – The field must contain a non-NULL value if the attribute information exists in the real world. If no value exists for the feature, the individual value is left:
    - NULL without an empty space (if TEXT),
    - 0 (if LONG), or
    - 0.0 (if FLOAT)
- NO – An optional value can be entered or can be NULL, or
- EMPTY – The field value must be NULL.

TYPE: The **TYPE** column indicates the data type required for the field.

- TEXT – string of printable UTF-8 characters including any combination of alphabetical letters, numbers, and printable special characters plus spaces. Non-breaking spaces and non-printable characters are not included.
- DATE – Date and time using ISO 8601 compliant formats which are in the format of YYYY-MM-DD HH:MM:SS
- DOUBLE – double precision floating point numeric values with decimals
- LONG – whole numeric values ranging from -2,147,483,648 to +2,147,483,647 without decimals

WIDTH: the number of allowable characters for each field having a TEXT data type.

CASE: the case requirements for the value entered into the field. Allowable cases are:

- UPPER: all characters must be in uppercase
- MIXED: characters should be entered using both uppercase and lowercase as deemed appropriate by Public Agency

DESCRIPTION / VALID ENTRIES: A description of the value that is expected in the field including any required formatting, references to standards to use, valid values if limited to a determined set, required value if it is to be constant across records, and other helpful information.

3 NENA Globally unique IDS (NGUID)

In this version of the NG9-1-1 GIS Data Model, the format of the NENA Globally Unique ID (NGUID) has changed. The changes make the form of these IDs match other similar IDs in *NENA i3 Standard for Next Generation 9-1-1* (see the Reference Documents section at the end of this document). Like the changes

in i3, this change lets a user see what kind of data the ID is from (GIS data), what layer it is from, and which organization created the data. Converting from the NGUID in CAPCOG GIS Data Model Version 1 is simple. A layer-sensitive string precedes the existing data and the "@" sign is replaced with a colon. Additionally, the new format allows a host name containing the agency identifier to be used after the final colon, although using only the agency identifier is acceptable. The extra information in the host name allows more than one system or instance in an agency to create identifiers without a risk of a duplicate identifier. For example, one system could use "system1.example.com" and another could use "system2.example.com."

NGUIDs SHALL be generated and maintained within a GIS database by concatenating "urn:emergency:uid:gis:[Layer Indicator]:[Local Unique ID]:[Agency Identifier/Host Name]" where the elements are defined as:

- urn:emergency:uid:gis – standardized unique prefix that defines this class of IDs associated with GIS data.
- Layer Indicator – the shorter name for the GIS data layer the feature is associated with as defined by the GIS Data Layers Registry in NENA-STA-010 [3]. See section 7.2 in this document for Layer Indicator values.
- Local Unique ID – a GIS Data Provider generated "locally assigned ID," which can be numeric and/or text. This local ID MUST be unique within the GIS Data Provider's dataset for all features associated with a specific Agency Identifier.
- Agency Identifier/Host Name – a fully qualified domain name (FQDN) representing the GIS Data Provider, which is an "Agency." Agency and Agency Identifier are as defined in NENA-STA-010 [3]. The domain name is obtained from any Domain Name System (DNS) registrar.

Each NGUID MUST be unique as an aggregated NGUID following the structure described in this section.

The combination of the Local Unique ID with the rest of the values that construct the NGUID, provides a unique NGUID when multiple Public Agency submissions are aggregated. The NGUID SHOULD be stable for as long as possible, so that it supports the reporting and resolution of errors from a quality control process, including the discrepancy reporting. The consistency of the ID between submissions also assists with managing downstream data sets.

Example NGUID:

urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

In the example above, the parts of the NGUID are:

URN	urn:emergency:uid:gis
Layer Indicator	RCL
Local Unique ID	{AD873541-F41C-409E-A0BE-1B0C583902A4}
Agency Identifier	wilco.org

Layer Indicators

The possible values for the Layer Indicator component of the NGUID must be the one appropriate for the Feature Class as indicated in the table below.

Feature Class	Layer Name
Road Centerline	RCL
Site Structure Address Point	SSAP
Police ESB	Pol
Fire ESB	Fire
EMS ESB	Ems
Incorporated Municipalities	A3

4 Road Centerlines (RCL)

Type of Data: Line

Performance Standard Accuracy: 98%

Positional Accuracy: Street centerlines must be within +/- 5 feet of the center of the roadbed.

This dataset represents road networks in the CAPCOG region. This layer includes the street names and addresranges used to assign an address.

4.1 Graphic (Spatial) Edits

Each named street needs to be represented in the GIS graphically and include attribution for all database fields listed below. All unnamed streets included in the street centerline layer are required to have the designation "Driveway" entered in the St_Name field, "DRVW" entered in the LSt_Name and FULL_NAME fields, and have any other relevant attribute information completed, including the 'CLASS' field. When a street centerline is created or edited, several sources and methods can be used, including current aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources or methods. The roadbed is defined as the part on which vehicles travel, noting that when roadways are divided (i.e., by a median) the roadbeds on each side should have a centerline drawn. In all cases each street centerline will need to be split, or checked for gaps, at each jurisdiction and ESN line/boundary intersection.

4.2 Database Format

The following table details the data format requirements for the RCL database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:RCL:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
AdNumPre_L	Left Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Left
AdNumPre_R	Right Address Number Prefix	CONDITIONAL	TEXT	15	MIXED	Part of an address preceding the numeric address on Right
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: **US**
FromAddr_L	Left FROM Address	YES	LONG	N/A	N/A	Left address number at the FROM node
ToAddr_L	Left TO Address	YES	LONG	N/A	N/A	Left address number at the TO node
FromAddr_R	Right FROM Address	YES	LONG	N/A	N/A	Right address number at the FROM node
ToAddr_R	Right TO Address	YES	LONG	N/A	N/A	Right address number at the TO node
Parity_L	Parity Left	YES	TEXT	1	MIXED	Valid values are: **E** = Even, **O** = Odd, **B** = Both, **Z** = Zero (if the range is 0 to 0)
Parity_R	Parity Right	YES	TEXT	1	MIXED	Valid values are: **E** = Even, **O** = Odd, **B** = Both, **Z** = Zero (if the range is 0 to 0)
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15	MIXED	Word or phrase separate from type and direction that precedes St_PreDirl e.g., **Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass**
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Spelled out leading directional prefix. Valid values are: **North, South, East, West, Northwest, Northeast, Southwest, Southeast**.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g., "Farm to Market Road" instead of "FM". Restricted values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document).
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between St_PreTyp and St_Name, e.g., "**of the**" in "Avenue of the Stars". Restricted to values found in *NENA Registry of Street Name Pre Type Separators* (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers, e.g., "**Fifth**" in "**Fifth Avenue**" or "**2224**" in "**Farm to Market Road 2224**" The value must be "**Driveway**" for unnamed streets.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete St_Name, e.g., "**Parkway**" in "**Ocean Parkway**". Restricted to values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document).
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	9	MIXED	Trailing directional suffix. Valid values are: **North, South, East, West, Northwest, Northeast, Southwest, Southeast**.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that follows St_Name, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
LSt_Name	Legacy Street Name*	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority. The value must be "**DRVW**" for unnamed streets.
LSt_Typ	Legacy Street Name Type*	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional*	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, should be a concatenation of 4 fields: LSt_PreDir, LSt_Name, LSt_Type and LSt_PosDir with no trailing or leading spaces
ESN_L	ESN Left	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number has fewer than 5 digits, it must include leading zeros
ESN_R	ESN Right	YES	TEXT	5	N/A	5-digit Emergency Service Number as identified by ESN on Right. If the ESN number has fewer than 5 digits, it must include leading zeros.
MSAGComm_L	MSAG Community Name Left*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Left
MSAGComm_R	MSAG Community Name Right*	CONDITIONAL	TEXT	30	UPPER	Valid service community as identified by MSAG on Right
Country_L	Country Left	YES	TEXT	2	UPPER	Value must be: **US**
Country_R	Country Right	YES	TEXT	2	UPPER	Value must be: **US**

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
State_L	State or Equivalent Left (A1)	YES	TEXT	2	UPPER	Value must be: **TX**
State_R	State or Equivalent Right (A1)	YES	TEXT	2	UPPER	Value must be: **TX**
County_L	County or Equivalent Left (A2)	YES	TEXT	100	MIXED	Fully spelled county name on the left side of the road. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.**
County_R	County or Equivalent Right (A2)	YES	TEXT	100	UPPER	Fully spelled county name on the right side of the road. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.**
AddCode_L	Additional Code Left	CONDITIONAL	TEXT	6	MIXED	A code on the left side of the road that specifies a geographic area
AddCode_R	Additional Code Right	CONDITIONAL	TEXT	6	MIXED	A code on the right side of the road that specifies a geographic area
IncMuni_L	Incorporated Municipality Left (A3)	YES	TEXT	100	MIXED	Name of municipality on Left, if none populate with "**Unincorporated**"
IncMuni_R	Incorporated Municipality Right (A3)	YES	TEXT	100	MIXED	Name of municipality on Right, if none populate with "**Unincorporated**"
UnincCom_L	Unincorporated Community Left (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in a unincorporated portion of a county, or both, on the left side of the street, e.g., Del Valle, Kingsland.
UnincCom_R	Unincorporated Community Right (A4)	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in a unincorporated portion of a county, or both, on the right side of the street , e.g., Del Valle, Kingsland.
NbrhdCom_L	Neighborhood Community Left (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Left
NbrhdCom_R	Neighborhood Community Right (A5)	NO	TEXT	100	MIXED	Name of neighborhood or subdivision on Right
PostCode_L	Postal Code Left	NO	TEXT	5	MIXED	The ZIP code on the left side of the street
PostCode_R	Postal Code Right	NO	TEXT	5	MIXED	The ZIP code on the right side of the street
PostComm_L	Postal Community Name Left	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Left
PostComm_R	Postal Community Name Right	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS on Right

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
RoadClass	Road Class	NO	TEXT	15	UPPER	See valid Road Class I Types in Section 4.3
CLASS	Road Class Code	YES	TEXT	4	UPPER	Street type designation code (See Road Class Codes in Section 4.4
OneWay	One-Way	NO	TEXT	2	UPPER	Valid values are: **B** = Both, **FT** = FROM node to TO node, **TF** = TO node to FROM node
SpeedLimit	Speed Limit	NO	LONG	N/A	N/A	Posted speed limit in MPH
Valid_L	Validation Left	NO	TEXT	1	UPPER	Indicates if the address range on the left side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "**Y**" MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of "**N**" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "**Y**" is assumed.
Valid_R	Validation Right	NO	TEXT	1	UPPER	Indicates if the address range on the right side of the road segment, relative to the FROM node, should be used for civic location validation. A value of "**Y**" MAY be entered if any Address Number within the address range on the left side of the road segment should be considered by the LVF to be valid. A value of "**N**" MAY be entered if the Address Number should only be validated using the SiteStructureAddressPoint layer. If not present, a value of "**Y**" is assumed.
NOTES	Notes	NO	TEXT	75	UPPER	Additional information

4.3 Road Class I Types

The following list of codes are used in the "RoadClass" field in the RCL Database:

- **PRIMARY**
- **SECONDARY**
- **LOCAL** (City, Neighborhood, or Rural Road)
- **RAMP**
- **SERVICE** (usually along a limited access highway)
- **VEHICULAR TRAIL** (4WD, snowmobiles)
- **WALKWAY** (Pedestrian Trail, Boardwalk)
- **ALLEY**
- **PRIVATE** (service vehicles, logging, oil fields, ranches, etc.)
- **PARKING LOT**
- **TRAIL** (Ski, Bike, Walking / Hiking Trail)

4.4 Road Class Codes ('Street Type') Designation

The following list of codes are used in the "CLASS" field in the RCL Database:

- **IH** – Interstate
- **US** – US highways
- **SH** – State highways
- **FM** – Farm to Market, Ranch Road, Ranch to Market
- **LS** – City Street, County Road, Park Road, Recreational, Frontage Road
- **AC** – Access Road, Crossover
- **PVT**- Private Road
- **TR** – Toll Road
- **RAMP**- On-ramp, Off-ramp
- **DW** – Driveways

5 Site / Structure Address Points (SSAP)

Type of Data: Point

Performance Standard Accuracy: 98%

Positional Accuracy: Structures or designated site locations must be within +/- 25 feet of their true location or intended designation.

This dataset represents addressable sites, structures, or property entrances that exist within theCAPCOG region.

5.1 Graphic (Spatial) Edits

All addressed site/structures must be represented in the address point layer. When a site/structure point is created or edited, several sources and methods can be used, including aerial imagery, georeferenced survey plats, computer-aided design (CAD) files, parcels, mapping-grade GPS units in the field, or other authoritative sources and methods. When the actual structure location is known, the symbol should represent the general center of the structure. In other cases, please refer to the *NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1* (see the Reference Documents section at the end of this document).

5.2 Database Format

The following table details the data format requirements for the SSAP database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:SSAP:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: **US**
State	State	YES	TEXT	2	UPPER	The value must be: **TX**
County	County	YES	TEXT	100	MIXED	Fully spelled county name. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
AddCode	Additional Codd	CONDITIONAL	TEXT	6	N/A	A code that specifies a geographic area
AddDataURI	Additional Data URI	CONDITIONAL	TEXT	254	N/A	URI for additional data associated with the address point
Inc_Muni	Incorporated Municipality	YES	TEXT	100	MIXED	Name of municipality, if none populate with "**Unincorporated**"
Uninc_Comm	Unincorporated Community	NO	TEXT	100	MIXED	The unincorporated community, either within an incorporated municipality or in a unincorporated portion of a county, or both
Nbrhd_Comm	Neighborhood Community	NO	TEXT	100	MIXED	Name of neighborhood or subdivision where the address is located
AddNum_Pre	Address Number Prefix	CONDITIONAL	TEXT	15	N/A	Part of an address leading the numeric address
Add_Number	Address Number	YES	LONG	N/A	N/A	Numeric identifier of a location along a thoroughfare
AddNum_Suf	Address Number Suffix	CONDITIONAL	TEXT	15	N/A	Part of an address following the address number, e.g., ½, B
St_PreMod	Street Name Pre Modifier	CONDITIONAL	TEXT	15	MIXED	Word or phrase separate from type and direction that precedes St_Pre_Dir, e.g., Access, Alternate, Business, Connector, Extension, Scenic, Spur, Ramp Underpass, Overpass
St_PreDir	Street Name Pre Directional	CONDITIONAL	TEXT	10	MIXED	Leading directional prefix. Valid values are:North, South, East, West, Northwest, Northeast, Southwest, Southeast. MUST be fully spelled out.
St_PreTyp	Street Name Pre Type	CONDITIONAL	TEXT	50	MIXED	Spelled out word or phrase that precedes and identifies a type of thoroughfare. Must be fully spelled out, e.g. "Farm to Market Road" for "FM". Restricted values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						of this document)
St_PreSep	Street Name Pre Type Separator	CONDITIONAL	TEXT	20	MIXED	A preposition or prepositional phrase between the Street Name Pre Type and Street Name. Ex. "of the" in "Avenue of the Stars". Restricted to values found in *NENA Registry of Street Name Pre Type Separators* (see the Reference Documents section at the end of this document).
St_Name	Street Name	YES	TEXT	254	MIXED	Legal street name as assigned by local addressing authority. The street name does not include any street types, directionals, or modifiers. Ex. "Fifth" in "Fifth Avenue" or "2224" in "Farm to Market Road 2224"
St_PosTyp	Street Name Post Type	CONDITIONAL	TEXT	50	MIXED	Word or phrase that follows the St_Name element and identifies a type of thoroughfare in a complete street name. Ex, "Parkway" in "Ocean Parkway". Restricted values found in *NENA Registry of Street Name Pre Types and Street Name Post Types* (see the Reference Documents section at the end of this document)
St_PosDir	Street Name Post Directional	CONDITIONAL	TEXT	9	MIXED	Trailing directional suffix. Valid values are:North, South, East, West, Northwest, Northeast, Southwest, Southeast.
St_PosMod	Street Name Post Modifier	CONDITIONAL	TEXT	25	MIXED	Word or phrase separate from type and direction that follows St_Name, e.g., "Number 5" in "Fire Road Number 5"; "Northbound" in "North Interstate 35 Northbound"
LSt_PreDir	Legacy Street Name Pre Directional	CONDITIONAL	TEXT	2	UPPER	Leading directional prefix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
LSt_Name	Legacy Street Name	CONDITIONAL	TEXT	75	UPPER	Legal street name as assigned by local addressing authority
LSt_Typ	Legacy Street Name Type	CONDITIONAL	TEXT	4	UPPER	Type of street following the street name, valid entries on USPS Pub 28, e.g., RD, ST, TRL.
LSt_PosDir	Legacy Street Name Post Directional	CONDITIONAL	TEXT	2	UPPER	Trailing directional suffix. Valid values are: **N** = North, **S** = South, **E** = East, **W** = West, **NW** = Northwest, **NE** = Northeast, **SE** = Southeast, and **SW** = Southwest.
FULL_NAME	Full Street Name	YES	TEXT	125	UPPER	Full street name, must be identical to the site's related road FULL_NAME in the RCL

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
						Feature Class
FULL_ADDR	Full Address	YES	TEXT	170	UPPER	Full address, should be a concatenation of AddNum_Pre + Addr_Number + AddNum_Suf + FULL_NAME with no extra, leading or trailing spaces
ESN	ESN	YES	TEXT	5	N/A	Emergency Service Number associated with the address and community name preceded by leading zeroes if digits are fewer than 5
MSAGComm	MSAG Community Name	YES	TEXT	30	UPPER	Valid service community associated with the location of the address, e.g., Del Valle, Kingsland.
Post_Comm	Postal Community Name	NO	TEXT	40	MIXED	City name for the ZIP code of an address, as given in the USPS
Post_Code	Postal Code	NO	TEXT	5	N/A	5-digit numeric ZIP code area
PostCodeEx	Postal Code Extension	NO	TEXT	4	N/A	ZIP code + 4 extension
Building	Building	NO	TEXT	75	N/A	One among a group of buildings that have the same address
Floor	Floor	NO	TEXT	75	N/A	A floor, story, or level within a building
Unit	Unit	NO	TEXT	75	N/A	A suite or group of rooms within a building that share the same entrance
Room	Room	NO	TEXT	75	N/A	A single room within a building
Seat	Seat	NO	TEXT	75	N/A	A place where a person sits within a building, e.g., cubicle
Addt_Loc	Additional Location Information	NO	Text	225	N/A	A part of the sub-address that is not a building, floor, room, or seat
LandmkName	Complete Landmark Name	CONDITIONAL	TEXT	150	MIXED	The name by which a prominent feature is publicly known or vanity address
Milepost	Milepost	CONDITIONAL	LONG	N/A	N/A	A posted numeric measurement from a given beginning point
Place_Type	Place Type	NO	TEXT	50	MIXED	Type of feature identified by the address, e.g. residential, office, store, school
Placement	Placement Method	NO	TEXT	25	MIXED	Methodology used for placement of the address point. Restricted values found in *NENA Address Point Placement Registry* (see the Reference Documents section at the end of this document)
Longitude	Longitude	YES	DOUBLE	N/A	N/A	Longitude of point in decimal degrees using EPSG: 4326
Latitude	Lattitude	YES	DOUBLE	N/A	N/A	Latitude of point in decimal degrees using EPSG: 4326
Elevation	Elevation	NO	DOUBLE	N/A	N/A	Height above Mean Sea Level in meters

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
ST_ALIAS	Street Alias	CONDITIONAL	TEXT	125	UPPER	Entire alias street name assigned to related street segment
NOTES	Notes	NO	TEXT	254	MIXED	Additional location information, which is not a building, floor, unit, room, or seat

6 Emergency Service Zones (ESZ)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: ESZ boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of the intersection of law enforcement, fire district, and emergency medical service and telephone exchange boundaries in the CAPCOG region.

6.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, police, EMS responder zones, and telephone exchange boundaries. This layer is created and maintained by overlaying with some combination of street centerlines, municipal (i.e. city limit) boundaries, parcels boundaries, or other data to determine each jurisdiction's emergency response service areas. As new emergency response services are added to, or change in an area, this boundary file will need to be modified accordingly.

Communications must be regularly preserved with all fire, police, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. **In addition, it is very important that all features with identical attribute information are merged into one multipart polygon.**

6.2 Database Format

The following table details the data format requirements for the ESZ database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
SOURCE	Source	YES	TEXT	75	UPPER	Agency that last updated the record. Valid values are: **BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.**
PROVIDER	Provider	EMPTY	TEXT	75	UPPER	The name of the regional 911 authority *CAPCOG will populate*
LAST_MOD	Last Modification	YES	DATE	N/A	UPPER	Date of last update using ISO 8601 format
EFF_DATE	Effective Date	No	DATE	N/A	UPPER	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	Emergency Service Unique ID	EMPTY	TEXT	100	UPPER	ID for each emergency service polygon - *CAPCOG will populate*
POLICE	Police	YES	TEXT	60	UPPER	Name of police service provider

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
FIRE	Fire	YES	TEXT	60	UPPER	Name of fire service provider
MEDICAL	Medical	YES	TEXT	60	UPPER	Name of medical service provider
COUNTRY	Country	YES	TEXT	2	UPPER	The value must be: **US**
STATE	State	YES	TEXT	2	UPPER	The value must be: **TX**
COUNTY	County	YES	TEXT	40	UPPER	County name fully spelled out. Valid values are: **BASTROP, BLANCO, BURNET, CALDWELL, FAYETTE, HAYS, LEE, LLANO, TRAVIS, WILLIAMSON.**
URI	URI	YES	TEXT	254	UPPER	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	URN	NO	TEXT	50	UPPER	The URN for the Emergency Service or other Well-Known Service (Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service)
ESN	ESN	YES	TEXT	5	UPPER	ESN of the responding agency preceded by '0' if number of digits are fewer than 5.
TANDEM	Tandem	YES	TEXT	3	UPPER	911 Selected Router Code
TANDEM2	Tandem 2	CONDITIONAL	TEXT	3	UPPER	911 Selected Router Code
ESSID	ESSID	EMPTY	TEXT	2	UPPER	Unique tandem routing code *CAPCOG will populate*
ESNGUID	ESN GUID	EMPTY	TEXT	8	UPPER	Concatenation of ESN and ESSID separated by a single backslash "\" *CAPCOG will concatenate*
AVCARDURI	AV Card ID	CONDITIONAL	TEXT	254	UPPER	URI for the vCARD of contact information

7 Emergency Service Boundaries (ESB)

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Emergency Service Boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset consists of Emergency Service Boundary layers that define the geographic area for the primary providers of response services in the CAPCOG region.

7.1 Graphic (Spatial) Edits

Each of these layers is used to determine which Emergency Service Providers are responsible for providing service to a location in the event a selective transfer is desired, to direct an Emergency Incident Data Document to a secondary PSAP for dispatch, or to display the responsible agencies at the PSAP. In addition, Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. Each Emergency Service Boundary layer may contain one or more polygon boundaries that define the primary emergency services for that geographic area. **In addition, it is very**

important that all features with identical attribute information are merged into one multipart polygon

There MUST be a separate Emergency Service Boundaries Feature Class for each type of service. At a minimum, the following Emergency Service Boundaries Feature Classes MUST be included:

- Police;
- Fire; and
- Emergency Medical Services (EMS).

Other Emergency Service Boundaries layers that MAY be included, are:

- Poison Control;
- Forest Service;
- Animal Control; and
- Any other boundary of an emergency service provider that provides service within PUBLIC AGENCY's Provisioning Boundary.

7.2 Database Format

The following table details the data format requirements for the ESB database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
DateUpdate	Date Updated	YES	DATE	26	N/A	Date of last update using ISO 8601 format
Expire	Expiration Date	EMPTY	TEXT	26	N/A	Unique tandem routing code *CAPCOG will populate*
Effective	Effective Date	NO	TEXT	26	N/A	The date and time when the information in the record is no longer considered valid.
NGUID	NENA Globally Unique ID	YES	TEXT	254	N/A	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:[xxx]:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org [xxx] must be replaced with **Pol**, **Fire**, or **Ems** for the corresponding Feature Layer.
State	State	YES	TEXT	2	UPPER	The value must be: **TX**
Agency_ID	Agency Identifier	YES	TEXT	100	MIXED	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
ServiceURI	Service URI	YES	TEXT	254	N/A	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
ServiceURN	Service URN	YES	TEXT	50	N/A	The URN for the Emergency Service or other Well-Known Service*
ServiceNum	Service Number	YES	TEXT	15	N/A	The numbers that would be dialed on a 12-digit keypad to reach the emergency service appropriate for the location. *Ex: 911*

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
AVcard_URI	AV Card URI	CONDITIONAL	TEXT	254	MIXED	URI for the vCARD of contact information
DsplayName	Dsiplay Name	YES	TEXT	60	UPPER	Name of the service provider that offers services within the area of an Emergency Service Boundary

8 Municipal Boundaries

Type of Data: Polygon

Performance Standard Accuracy: 100%

Positional Accuracy: Municipal boundaries must adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of 3,600 sq meters.

This dataset represents municipal boundaries in the CAPCOG region.

8.1 Graphic (Spatial) Edits

When city limits change due to annexations, metes and bounds surveys or other related information must be acquired to update the city limit boundaries. Coordinate geometry (COGO) – is one of the preferred methods for calculating coordinate points from surveys and can be used to update the city limit boundaries.

8.2 Database Format

The following table details the data format requirements for the Municipal Boundary database.

FIELD NAME	DESCRIPTIVE NAME	REQUIRED	TYPE	WIDTH	CASE	DESCRIPTION/ VALID ENTRIES
DiscrpAgID	Discrepancy Agency ID	YES	TEXT	100	MIXED	Agency that last updated the record. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson.**
DateUpdate	Date Updated	YES	DATE	N/A	N/A	Date of last update using ISO 8601 format
Effective	Effective Date	NO	DATE	N/A	N/A	Date the new record information goes into effect in ISO 8601 format
NGUID	NENA Globally Unique ID	YES	TEXT	254	MIXED	Globally Unique ID for each road segment. Ex. urn:emergency:uid:gis:A3:{AD873541-F41C-409E-A0BE-1B0C583902A4}:wilco.org
Country	Country	YES	TEXT	2	UPPER	The value must be: **US**
State	State	YES	TEXT	2	UPPER	The value must be: **TX**
County	County	YES	TEXT	40	MIXED	County name fully spelled out. Valid values are: **Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, Williamson**
AddCode	Additional Code	NO	TEXT	6	N/A	A code that specifies a geographic area
Inc_Muni	Incorporated Municipality (A3)	YES	TEXT	100	MIXED	Name of municipality e.g., "**Austin**"

9 Version 1 to Version 2 Field Mapping Guide

To convert from Version 1 to Version 2, it is necessary to add some fields which did not exist in Version 1. Some of these new fields are effectively renamed versions of the Version 1 fields with no change to the field's attributes. Some of the new fields have a new name and revised attributes, but the data stored in the field is essentially the same as a field in Version 1. The tables below indicate each Version 2 field that is replacing a Version 1 field and indicates if the attributes for the new field remain the same as the attributes for the original field in Version 1.

9.1 RCL Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAgID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
RCL_UNIQID	NGUID	YES
COUNTRY[1]	Country_L	NO
	Country_R	NO
L_STATE	State_L	NO
R_STATE	State_R	No
L_COUNTY	County_L	NO
R_COUNTY	County_R	NO
L_MUNI	IncMuni_L	NO
R_MUNI	IncMuni_R	NO
L_MUNI_DIV	UnincCom_L	NO
R_MUNI_DIV	UnincCom_R	NO
L_NBRHOOD	NbhrdCom_L	NO
R_NBRHOOD	NbhrdCom_R	NO
RF_ADDR	From_Addr_R	NO
RT_ADDR	To_Addr_T	NO
LF_ADDR	From_Addr_L	NO
LT_ADDR	To_Addr_L	NO
L_RNG_PRE	AdNumPre_L	No
L_RNG_PRE	AdNumPre_R	NO
L_PARITY	Parity_L	NO
R_PARITY	Parity_R	NO
L_POST_COM	PostComm_L	NO

Version 1 Field Name	Version 2 Field Name	Attributes Change
R_POST_COM	PostComm_R	NO
L_ZIP	PostCode_L	NO
R_ZIP	PostCode_R	NO
PRE_MOD	St_PreMod	NO
PRE_DIR	St_PreDir	NO
	LSt_PreDir	NO
PRE_TYPE	St_PreTyp	NO
ST_NAME	St_Name	YES
	LSt_Name	NO
ST_TYPE	St_PosTyp	YES
	LSt_Typ	NO
POST_DIR	St_PosDir	YES
	LSt_PosDir	NO
ONE_WAY	OneWay	NO
SP_LIMIT	SpeedLimit	NO
RDCLS_TYP	RoadClass	NO
POST_MOD	St_PosMod	YES
L_MSAG	MSAGComm_L	NO
R_MSAG	MSAGComm_R	NO
L_ESN	ESN_L	NO
R_ESN	ESN_R	NO

[1]While the COUNTRY field is being mapped to Country_L and Country_R, the COUNTRY field will remain.

9.2 SSAP Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAgID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
SITEUNIQID	NGUID	YES
COUNTRY	Country	NO
STATE	State	NO
COUNTY	County	NO
MUNICIPAL	IncMuni	NO
NBRHOOD	NbhrdCom	NO

Version 1 Field Name	Version 2 Field Name	Attributes Change
ADDNUM_PRE	AddNum_Pre	NO
ADDR_NUM	Add_Number	NO
ADDNUM_SUF	AddNum_Suf	NO
PRE_MOD	St_PreMod	NO
PRE_DIR	St_PreDir	YES
	LSt_PreDir	NO
PRE_TYPE	St_PreTyp	NO
ST_NAME	St_Name	YES
	LSt_Name	NO
ST_TYPE	St_PosType	YES
	LSt_Typ	NO
POST_DIR	St_PosDir	YES
	LSt_PosDir	NO
POST_MOD	St_PosMod	YES
MSAG_COM	MSAGComm	NO
POSTAL_COM	Post_Comm	NO
ZIP	Post_Code	YES
ZIP4	PostCodeEx	NO
BLDG	Building	NO
FLOOR	Floor	NO
UNIT	Unit	NO
ROOM	Room	NO
SEAT	Seat	NO
LANDMARK	LandmkName	NO
MILEPOST	Milepost	NO
SITE_TYPE	Place_Type	NO
POINT_X	Longitude	NO
POINT_Y	Lattitude	NO
ELEVATION	Elevation	NO

9.3 ESZ Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
LAW	POLICE	NO

9.4 ESB Fields

No fields to map.

9.5 Municipal Boundaries Fields

Version 1 Field Name	Version 2 Field Name	Attributes Change
SOURCE	DiscrpAgID	YES
LAST_MOD	DateUpdate	NO
EFF_DATE	Effective	NO
MUNIUNIQID	NGUID	YES
COUNTRY	Country	NO
STATE	State	NO
COUNTY	County	NO
MUNI_NM	Inc_Muni	NO

10 Fields No Longer Required

In addition to the fields listed in the Field Mapping Guide above, the following fields that were required in Version 1 are not required in Version 2. Fields that are not required may remain in the Feature Class dataset. They will be ignored during Data Hub, EGDMS, and CAPCOG uploads.

10.1 Road Centerlines (RCL)

- PROVIDER
- SEGMENTID
- ST_ALIAS

10.2 Site / Structure Address Points (SSAP)

- PROVIDER
- SITE_ID

10.3 Emergency Service Zones (ESZ)

No deleted fields

10.4 Emergency Service Boundaries (ESB)

No deleted fields

10.5 Municipal Boundaries

- PROVIDER
- POLY_ID

11 Reference Documents

11.1 NENA i3 Standard for Next Generation 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-010.3d-2021_i3_stan.pdf

11.2 NENA Standard for NG9-1-1 GIS Data Model

https://cdn.ymaws.com/www.nena.org/resource/resmgr/standards/nena-sta-006.2a_ng9-1-1_gis_.pdf

11.3 NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1

https://cdn.ymaws.com/www.nena.org/resource/resmgr/Standards/NENA-INF-014.1-2015_SSAP_INF.pdf

11.4 NENA Master Glossary of 9-1-1 Terminology

https://kb.nena.org/wiki/Category:Glossary

11.5 NENA Registry of Street Name Pre Types and Street Name Post Types

http://technet.nena.org/nrs/registry/StreetNamePreTypesAndStreetNamePostTypes.xml

11.6 NENA Registry of Street Name Pre Type Separators

http://technet.nena.org/nrs/registry/StreetNamePreTypeSeparators.xml

11.7 NENA Address Point Placement Registry

http://technet.nena.org/nrs/registry/SiteStructureAddressPointPlacementMethod.xml

USPS Publication 28 Appendix C

C1 Street Suffix Abbreviations

The following table lists examples of suffix forms that are primary street suffix names, common street suffixes or suffix abbreviations, and recommended official Postal Service standard suffix abbreviations. USPS Publication 28 Appendix C: https://pe.usps.com/text/pub28/28apc_002.htm.

Primary Street Suffix Name	Commonly Used Street Suffix or Abbreviation	Postal Service Standard Suffix Abbreviation
ALLEY	ALLEE	ALY
	ALLEY	
	ALLY	
	ALY	
ANEX	ANEX	ANX
	ANNEX	
	ANNX	
	ANX	
ARCADE	ARC	ARC
	ARCADE	
AVENUE	AV	AVE
	AVE	
	AVEN	
	AVENU	
	AVENUE	
	AVN	
	AVNUE	
BAYOU	BAYOO	BYU
	BAYOU	
BEACH	BCH	BCH
	BEACH	
BEND	BEND	BND
	BND	
BLUFF	BLF	BLF
	BLUF	

	BLUFF	
BLUFFS	BLUFFS	BLFS
BOTTOM	BOT	BTM
	BTM	
	BOTTM	
	BOTTOM	
BOULEVARD	BLVD	BLVD
	BOUL	
	BOULEVARD	
	BOULV	
BRANCH	BR	BR
	BRNCH	
	BRANCH	
BRIDGE	BRDGE	BRG
	BRG	
	BRIDGE	
BROOK	BRK	BRK
	BROOK	
BROOKS	BROOKS	BRKS
BURG	BURG	BG
BURGS	BURGS	BGS
BYPASS	BYP	BYP
	BYPA	
	BYPAS	
	BYPASS	
	BYPS	
CAMP	CAMP	CP
	CP	
	CMP	
CANYON	CANYN	CYN
	CANYON	

	CNYN	
CAPE	CAPE	CPE
	CPE	
CAUSEWAY	CAUSEWAY	CSWY
	CAUSWA	
	CSWY	
CENTER	CEN	CTR
	CENT	
	CENTER	
	CENTR	
	CENTRE	
	CNTER	
	CNTR	
	CTR	
CENTERS	CENTERS	CTRS
CIRCLE	CIR	CIR
	CIRC	
	CIRCL	
	CIRCLE	
	CRCL	
	CRCLE	
CIRCLES	CIRCLES	CIRS
CLIFF	CLF	CLF
	CLIFF	
CLIFFS	CLFS	CLFS
	CLIFFS	
CLUB	CLB	CLB
	CLUB	
COMMON	COMMON	CMN
COMMONS	COMMONS	CMNS
CORNER	COR	COR
	CORNER	

CORNERS	CORNERS	CORS
	CORS	
COURSE	COURSE	CRSE
	CRSE	
COURT	COURT	CT
	CT	
COURTS	COURTS	CTS
	CTS	
COVE	COVE	CV
	CV	
COVES	COVES	CVS
CREEK	CREEK	CRK
	CRK	
CRESCENT	CRESCENT	CRES
	CRES	
	CRSENT	
	CRSNT	
CREST	CREST	CRST
CROSSING	CROSSING	XING
	CRSSNG	
	XING	
CROSSROAD	CROSSROAD	XRD
CROSSROADS	CROSSROADS	XRDS
CURVE	CURVE	CURV
DALE	DALE	DL
	DL	
DAM	DAM	DM
	DM	
DIVIDE	DIV	DV
	DIVIDE	
	DV	
	DVD	

DRIVE	DR	DR
	DRIV	
	DRIVE	
	DRV	
DRIVES	DRIVES	DRS
ESTATE	EST	EST
	ESTATE	
ESTATES	ESTATES	ESTS
	ESTS	
EXPRESSWAY	EXP	EXPY
	EXPR	
	EXPRESS	
	EXPRESSWAY	
	EXPW	
	EXPY	
EXTENSION	EXT	EXT
	EXTENSION	
	EXTN	
	EXTNSN	
EXTENSIONS	EXTS	EXTS
FALL	FALL	FALL
FALLS	FALLS	FLS
	FLS	
FERRY	FERRY	FRY
	FRRY	
	FRY	
FIELD	FIELD	FLD
	FLD	
FIELDS	FIELDS	FLDS
	FLDS	
FLAT	FLAT	FLT
	FLT	

FLATS	FLATS	FLTS
	FLTS	
FORD	FORD	FRD
	FRD	
FORDS	FORDS	FRDS
FOREST	FOREST	FRST
	FORESTS	
	FRST	
FORGE	FORG	FRG
	FORGE	
	FRG	
FORGES	FORGES	FRGS
FORK	FORK	FRK
	FRK	
FORKS	FORKS	FRKS
	FRKS	
FORT	FORT	FT
	FRT	
	FT	
FREEWAY	FREEWAY	FWY
	FREEWY	
	FRWAY	
	FRWY	
	FWY	
GARDEN	GARDEN	GDN
	GARDN	
	GRDEN	
	GRDN	
GARDENS	GARDENS	GDNS
	GDNS	
	GRDNS	
GATEWAY	GATEWAY	GTWY

	GATEWY	
	GATWAY	
	GTWAY	
	GTWY	
GLEN	GLEN	GLN
	GLN	
GLENS	GLENS	GLNS
GREEN	GREEN	GRN
	GRN	
GREENS	GREENS	GRNS
GROVE	GROV	GRV
	GROVE	
	GRV	
GROVES	GROVES	GRVS
HARBOR	HARB	HBR
	HARBOR	
	HARBR	
	HBR	
	HRBOR	
HARBORS	HARBORS	HBRS
HAVEN	HAVEN	HVN
	HVN	
HEIGHTS	HT	HTS
	HTS	
HIGHWAY	HIGHWAY	HWY
	HIGHWY	
	HIWAY	
	HIWY	
	HWAY	
	HWY	
HILL	HILL	HL
	HL	

HILLS	HILLS	HLS
	HLS	
HOLLOW	HLLW	HOLW
	HOLLOW	
	HOLLOWS	
	HOLW	
	HOLWS	
INLET	INLT	INLT
ISLAND	IS	IS
	ISLAND	
	ISLND	
ISLANDS	ISLANDS	ISS
	ISLNDS	
	ISS	
ISLE	ISLE	ISLE
	ISLES	
JUNCTION	JCT	JCT
	JCTION	
	JCTN	
	JUNCTION	
	JUNCTN	
	JUNCTON	
JUNCTIONS	JCTNS	JCTS
	JCTS	
	JUNCTIONS	
KEY	KEY	KY
	KY	
KEYS	KEYS	KYS
	KYS	
KNOLL	KNL	KNL
	KNOL	
	KNOLL	

KNOLLS	KNLS	KNLS
	KNOLLS	
LAKE	LK	LK
	LAKE	
LAKES	LKS	LKS
	LAKES	
LAND	LAND	LAND
LANDING	LANDING	LNDG
	LNDG	
	LNDNG	
LANE	LANE	LN
	LN	
LIGHT	LGT	LGT
	LIGHT	
LIGHTS	LIGHTS	LGTS
LOAF	LF	LF
	LOAF	
LOCK	LCK	LCK
	LOCK	
LOCKS	LCKS	LCKS
	LOCKS	
LODGE	LDG	LDG
	LDGE	
	LODG	
	LODGE	
LOOP	LOOP	LOOP
	LOOPS	
MALL	MALL	MALL
MANOR	MNR	MNR
	MANOR	
MANORS	MANORS	MNRS
	MNRS	

MEADOW	MEADOW	MDW
MEADOWS	MDW	MDWS
	MDWS	
	MEADOWS	
	MEDOWS	
MEWS	MEWS	MEWS
MILL	MILL	ML
MILLS	MILLS	MLS
MISSION	MISSN	MSN
	MSSN	
MOTORWAY	MOTORWAY	MTWY
MOUNT	MNT	MT
	MT	
	MOUNT	
MOUNTAIN	MNTAIN	MTN
	MNTN	
	MOUNTAIN	
	MOUNTIN	
	MTIN	
	MTN	
MOUNTAINS	MNTNS	MTNS
	MOUNTAINS	
NECK	NCK	NCK
	NECK	
ORCHARD	ORCH	ORCH
	ORCHARD	
	ORCHRD	
OVAL	OVAL	OVAL
	OVL	
OVERPASS	OVERPASS	OPAS
PARK	PARK	PARK
	PRK	

PARKS	PARKS	PARK
PARKWAY	PARKWAY	PKWY
	PARKWY	
	PKWAY	
	PKWY	
	PKY	
PARKWAYS	PARKWAYS	PKWY
	PKWYS	
PASS	PASS	PASS
PASSAGE	PASSAGE	PSGE
PATH	PATH	PATH
	PATHS	
PIKE	PIKE	PIKE
	PIKES	
PINE	PINE	PNE
PINES	PINES	PNES
	PNES	
PLACE	PL	PL
PLAIN	PLAIN	PLN
	PLN	
PLAINS	PLAINS	PLNS
	PLNS	
PLAZA	PLAZA	PLZ
	PLZ	
	PLZA	
POINT	POINT	PT
	PT	
POINTS	POINTS	PTS
	PTS	
PORT	PORT	PRT
	PRT	
PORTS	PORTS	PRTS

	PRTS	
PRAIRIE	PR	PR
	PRAIRIE	
	PRR	
RADIAL	RAD	RADL
	RADIAL	
	RADIEL	
	RADL	
RAMP	RAMP	RAMP
RANCH	RANCH	RNCH
	RANCHES	
	RNCH	
	RNCHS	
RAPID	RAPID	RPD
	RPD	
RAPIDS	RAPIDS	RPDS
	RPDS	
REST	REST	RST
	RST	
RIDGE	RDG	RDG
	RDGE	
	RIDGE	
RIDGES	RDGS	RDGS
	RIDGES	
RIVER	RIV	RIV
	RIVER	
	RVR	
	RIVR	
ROAD	RD	RD
	ROAD	
ROADS	ROADS	RDS
	RDS	

ROUTE	ROUTE	RTE
ROW	ROW	ROW
RUE	RUE	RUE
RUN	RUN	RUN
SHOAL	SHL	SHL
	SHOAL	
SHOALS	SHLS	SHLS
	SHOALS	
SHORE	SHOAR	SHR
	SHORE	
	SHR	
SHORES	SHOARS	SHRS
	SHORES	
	SHRS	
SKYWAY	SKYWAY	SKWY
SPRING	SPG	SPG
	SPNG	
	SPRING	
	SPRNG	
SPRINGS	SPGS	SPGS
	SPNGS	
	SPRINGS	
	SPRNGS	
SPUR	SPUR	SPUR
SPURS	SPURS	SPUR
SQUARE	SQ	SQ
	SQR	
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	SQUARE	
SQUARES	SQRS	SQS
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STATION	STA	STA
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STRAVENUE	STRA	STRA
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	STRAVENUE	
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	STRVNUE	
STREAM	STREAM	STRM
	STREME	
	STRM	
STREET	STREET	ST
	STRT	
	ST	
	STR	
STREETS	STREETS	STS
SUMMIT	SMT	SMT
	SUMIT	
	SUMITT	
	SUMMIT	
TERRACE	TER	TER
	TERR	
	TERRACE	
THROUGHWAY	THROUGHWAY	TRWY
TRACE	TRACE	TRCE
	TRACES	
	TRCE	
TRACK	TRACK	TRAK
	TRACKS	

	TRAK	
	TRK	
	TRKS	
TRAFFICWAY	TRAFFICWAY	TRFY
TRAIL	TRAIL	TRL
	TRAILS	
	TRL	
	TRLS	
TRAILER	TRAILER	TRLR
	TRLR	
	TRLRS	
TUNNEL	TUNEL	TUNL
	TUNL	
	TUNLS	
	TUNNEL	
	TUNNELS	
	TUNNL	
TURNPIKE	TRNPK	TPKE
	TURNPIKE	
	TURNPK	
UNDERPASS	UNDERPASS	UPAS
UNION	UN	UN
	UNION	
UNIONS	UNIONS	UNS
VALLEY	VALLEY	VLY
	VALLY	
	VLLY	
	VLY	
VALLEYS	VALLEYS	VLYS
	VLYS	
VIADUCT	VDCT	VIA
	VIA	

	VIADCT	
	VIADUCT	
VIEW	VIEW	VW
	VW	
VIEWS	VIEWS	VWS
	VWS	
VILLAGE	VILL	VLG
	VILLAG	
	VILLAGE	
	VILLG	
	VILLIAGE	
	VLG	
VILLAGES	VILLAGES	VLGS
	VLGS	
VILLE	VILLE	VL
	VL	
VISTA	VIS	VIS
	VIST	
	VISTA	
	VST	
	VSTA	
WALK	WALK	WALK
WALKS	WALKS	WALK
WALL	WALL	WALL
WAY	WY	WAY
	WAY	
WAYS	WAYS	WAYS
WELL	WELL	WL
WELLS	WELLS	WLS
	WLS	

Exhibit E

Acronyms and Definitions

Acronyms

ALI – Automatic Location Identification

ANI – Automatic Number Identification

AP – Address Point

CAPCOG – Capital Area Council of Governments

CAECD – Capital Area Emergency Communications District

E9-1-1 – Enhanced 9-1-1

EMS – Emergency Medical Service

ESB – Emergency Service Boundary

ESN – Emergency Service Number

ESRI – Environmental Systems Research Institute

ESZ – Emergency Service Zone

GIS – Geospatial Information System

GUID – Globally Unique Identification

MSAG – Master Street Address Guide

NENA – National Emergency Number Association

NG9-1-1 – Next Generation 9-1-1

NRF – No Record Found

PSA – Public Safety Agency

PSAP – Public Safety Answering Point

RCL – Road Centerline

SSAP – Site/Structure Address Point

TN – Telephone Number

USPS – United States Postal Service

URI – Uniform Resource Identifier

URN – Uniform Resource Name

Definitions

9-1-1 GIS Database – is the geospatial database maintained and updated by the County that include, at a minimum, address points, road centerlines, Public Safety Answer Point (PSAP) boundaries, Emergency Service Boundaries (ESBs), and city limits (municipal) boundaries for the County's provisioning boundary.

Address Characteristics – are the logical, grammatical order of physical address elements which follow the National Emergency Number Association (NENA) and United States Postal Service (USPS) standards: Address Number, Pre-Directional, Street Name, Street Suffix, Secondary Unit Designator, Secondary Unit Number.

Example, the address characteristics of 525 E. Kneenah St., Apt. 2105 are:

Address Example	Address Element	Element Description: Valid 9-1-1 Database Entries
525	Address Number	Numeric component of the street address.
E	Pre-Directional	Leading directional prefix: N, S, E, W, NE, NW, SE, SW.
Kneenah	Street Name	Official street name approved by the local government authority.
St	Street Suffix	Abbreviation of street type. Refer to USPS Pub. 28 Appx. C1.
	Post-Directional	Trailing directional suffix: N, S, E, W, NE, NW, SE, SW.
Apt	Secondary Unit Designator	Additional Location information. Refer to USPS Pub. 28 Appx C2.
2105	Secondary Unit Number	Alphanumeric designation associated with add'l location information.

Address Location Identifier (ALI) – is the automatic display at the Public Safety Answering Point (PSAP) of the caller's telephone number (TN), the address/location of the telephone and supplementary emergency services information of the location from with a 9-1-1 call originates.

Address Number Identifier (ANI) – is the telephone number associated with the call origination, originally associated with the access line of the 9-1-1 caller.

Address Point (AP) – refer to Site/Structure Address Point.

Call Misroute – is the term used to describe when a 9-1-1 call is routed to an incorrect Public Safety Answering Point (PSAP) due to a network or database discrepancy.

Capital Area Council of Governments (CAPCOG) – is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. The Executive Committee is the agency's governing body.

Capital Area Emergency Communications District (CAECD) – is a regional emergency communications district of the State of Texas organized and operating under Chapter 772,

Subchapter G of the Health and Safety Code, as amended. The CAPCOG Executive Committee serves as the district's Board of Managers.

City Limit Boundary – refer to Municipal Boundary

Emergency Service Boundary (ESB) – is a polygon data layer that represents the geographic area of responsibility for a Public Safety Agency within the geographic extent of the County's provisioning boundary. Each 9-1-1 GIS database includes, at a minimum, a law ESB layer, a fire ESB layer, and an emergency medical service (EMS) ESB layer.

Emergency Service Number (ESN) – is a number that is designated in the Master Street Address Guide (MSAG) based on physical address. 9-1-1 Call Centers (PSAPs) receive a display of the ESN information which shows which police, fire and rescue agency serves the telephone number calling 9-1-1.

Emergency Service Responder – refer to Public Safety Agency.

Emergency Service Response Provider – refer to Public Safety Agency.

Emergency Service Zone (ESZ) – is a polygon data layer representing the area within a provisioning boundary served by a unique combination of law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.

Enhanced 9-1-1 (E9-1-1) – is a telephone system which includes network switching, database and Public Safety Answering Point premise elements capable of providing automatic location identification data, selective routing, selective transfer, fixed transfer, and a call back number.

Environmental Systems Research Institute (ESRI) – is an international supplier of geographic information system (GIS) software, web GIS and geodatabase management application.

Feature Class – see GIS Data Layer

Functional Classification – is a system which define the role a street, or roadway, plays in the overall transportation system.

First Responder – is a peace officer, fire protection personnel, volunteer firefighter, emergency medical services personnel, emergency response operator, emergency services dispatcher or other emergency response personnel employed by an agency.

Geospatial Information System (GIS) – is an integration of hardware, software, and data for capturing, managing, analyzing, and displaying all forms of geographically referenced information.

GIS Data Layer – is a group of geographic features that reside in a table of information with corresponding locations on the earth (map) represented as either points, lines, or polygons. Also known as a feature class.

Globally Unique Identification (GUID) – is a unique identifier that is assigned to each record (feature) in the COUNTY's 9-1-1 GIS database; a GUID uniquely identified a feature both within the COUNTY's 9-1-1 GIS database provisioning boundary and across all 9-1-1 GIS databases.

Law Enforcement Agency (LE) – is an agency of the State of Texas, or an agency of a political subdivision of the State authorized by law to employ peace officers.
Refer: Texas Code of Criminal Procedure Section 59.01(5)

Master Street Address Guide (MSAG) – A database of street names and address ranges defining emergency service zones for 9-1-1 purposes. Maintained by county address coordinators via the database provider's portal.

Metadata – is a summary document which provides content, quality, type, creation, and spatial information about a dataset. It can be stored as a text file (TXT), extensible Markup Language (XML), or database record.

Municipal Boundary – is a polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction. Updates to City Limit boundaries are used to update PSAP, ESB, and ESZ boundaries.

National Emergency Number Association (NENA) – is the national 9-1-1 Association which serves the public safety community as the only professional organization solely focused on 9-1-1 policy, technology, operations, and education issues.

Next Generation 9-1-1 (NG911) – is a system comprised of Emergency Services IP networks (ESInets), IP-based Software Services and Applications, Databases and Data Management processes that are interconnected to Public Safety Answering Point premise equipment. The system provides location-based routing to the appropriate emergency entity. The system uses additionally available data elements and business policies to augment PSAP routing. The system delivers geodetic and/or civic location information and the call back number.

The system supports the transfer of calls to other NG9-1-1 capable PSAPs or other authorized entities based on and including accumulated data. NG9-1-1 provides standardized interfaces for call and message services, processes all types of emergency calls including non-voice (multi-media) messages, acquires and integrates additional data useful to call routing and handling for appropriate emergency entities. NG9-1-1 supports all E9-1-1 features and functions and meets current and emerging needs for emergency communication from caller to Public Safety entities.

NG9-1-1 – refer to Next Generation 9-1-1.

No Record Found (NRF) – is the condition where no Automatic Location Identifier (ALI) information is available for display at the Public Safety Answering Point (PSAP).

Parity – is the odd or even property of an integer. In address matching, parity, is used to locate a geocoded address on the correct side of the street (such as odd numbers on the south or east side and even numbers north or west side.)

Primary Street Name – is an essential street name element which is considered to be the parent name of the street.

Provisioning Boundary – is the authoritative polygon data layer that defines the COUNTY's geographic area of 9-1-1 GIS responsibility. This should be the entire extent of the COUNTY's administrative boundary, plus any other adjacent areas or minus areas within its administrative boundaries as agreed to between the COUNTY and another city or county. Provisioning boundaries may only be modified with express written concurrence between the COUNTY, adjacent PUBLIC AGENCIES, and CAPCOG.

Public Safety Answering Point (PSAP) boundary – is the authoritative polygon data layer representing the geographic area within a provisioning boundary served by a single 9-1-1 call center (PSAP) to which all emergency requests are initially routed.

Public Safety Answering Point (PSAP) – is a continuously operated communications facility that is assigned the responsibility to receive 9-1-1 calls and, as appropriate, to dispatch public safety services or to extend, transfer or relay 9-1-1 calls to appropriate public safety agencies.

Public Safety Agency (PSA) – is the division of a public agency that provides telecommunications/dispatch, law enforcement, firefighting, medical, or other emergency services, or a private entity that provides emergency medical or ambulance services. Also referred to as emergency service response providers or first responders.

Road Centerline (RCL) – is a data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range.

Site/Structure Address Point (AP) – is a data layer of points identifying sites or structures associated with a street address, or the location of access to a site or structure, but may also represent landmarks.

The *address number* is the numeric component of a street address which proceeds the primary street name (example: 100 GRANITE DR).

The *house number suffix or secondary number* is an alphanumeric component of a street address that describe an apartment, room , suites, or other secondary addressing unit that is part of the property description by the house number. (Example: 256 WARD ST, APT A; 256 WARD ST #A.)

Street Centerline – refer to Road Centerline.

Street Name – is an identifying name given to a street that consists of one or more street name elements.

Street Name Elements – in proper logical order are the prefix directional primary street name, street suffix, and the post directional.

Street Name Prefix Directional – is a street name element which precedes the primary street name to indicate the primary direction of the street. For 9-1-1 purposes, the prefix directional is limited to a two-character maximum and shall be one of the eight NENA approved abbreviated directional indicators (i.e., N, E, W, S, NW, SW, NE, and SE).

Street Post Directional – is a street name element which describes the travel limited to a two-character maximum and describes travel direction (i.e., NB, EB, SB, and WB). Only major highways and their service roads have post directional.

Street Suffix – is a street name element which indicates the road type (e.g., ST, DR, AVE, etc.). For 9-1-1 purposes, the street suffix should be abbreviated according to USPS Publication 28 Appendix C: C1 Street Suffix Abbreviations.

United States Postal Service (USPS) – is an independent agency charged with processing and delivering mail and with protecting the mails from loss, theft, or abuse in accordance with U.S. postal laws.

Uniform Resource Identifier (URI) – is a predictable formatting of text used to identify a resource on a network.

Uniform Resource Name (URN) – is a location independent identifier that is designed to be unique and persist over extended periods of time.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE UNIMPROVED PROPERTY CONTRACT WITH MAREDIA BUSINESS, INC. FOR THE SALE OF CERTAIN REAL PROPERTY BY THE CITY OF ELGIN; AND MAKING CERTAIN FINDINGS RELATED THERETO

DEPARTMENT: Executive

PROPOSED ACTION: Consideration of a Resolution authorizing the sale of a certain parcel of city-owned land to Maredia Business Inc.

BACKGROUND:
Maredia Business Inc., owners of the Main Stop Grocery (Shell Station) at 511 North Main Street, have proposed the acquisition of certain real property owned by the City of Elgin that is located at the rear of their store.

In accordance with city rules, Maredia has completed a certified land survey of the property and has commissioned a certified land appraisal for the property, which set its value at $70,000.00. All costs associated with the survey and appraisal were paid for by Maredia.

City staff has reviewed this proposal and determined that selling said property will have no adverse effect on city operations and will reduce maintenance costs. There are no underground utilities at this location and the only other adjacent property owner is UP Railroad.

And, Maredia has agreed to pay the certified land appraisal price of $70,000.00 for the property.

BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
Approval of the Resolution as presented to authorize the sale of a certain parcel of city-owned land to Maredia Business Inc.; and direction to staff as appropriate, if necessary.

ATTACHMENTS:
1. ResMaredialandpurch1024
2. 2024.9.27.Maredia Business Inc._ City of Elgin.Contract
3. Land_Appraisal_Report

{} Staff will be making a detailed presentation on this agenda item at the meeting.

{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE THE UNIMPROVED PROPERTY CONTRACT WITH MAREDIA BUSINESS, INC. FOR THE SALE OF CERTAIN REAL PROPERTY BY THE CITY OF ELGIN; AND MAKING CERTAIN FINDINGS RELATED THERETO.

WHEREAS, Maredia Business Inc. has proposed the acquisition of certain real property owned by the City of Elgin located at the rear of 511 North Main Street and more specifically described as 0.187 of an acre of land out of the Miles Addition in the Thomas Christian Survey, Abstract 20; and,

WHEREAS, Maredia Business Inc. has completed a certified land survey of the property and has commissioned a certified land appraisal for the property, which set its value at $70,000.00; and,

WHEREAS, City staff has reviewed this proposal and determined that selling said property will have no adverse effect on city operations and will reduce maintenance costs; and,

WHEREAS, Maredia Business Inc. has agreed to pay the certified land appraisal price of $70,000.00 for the property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. **Findings.** The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. **Authorization.** The Mayor is hereby authorized to execute the *Unimproved Property Contract with Maredia Business Inc.* for $70,000.00 for the sale of 0.187 of an acre of land out of the Miles Addition in the Thomas Christian Survey, Abstract 20, a copy of said contract being attached hereto and marked Exhibit A; and made part of this Resolution as if copied verbatim herein.

Section 3. **Open Meetings**. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 8th day of October, 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
ESMERALDA RANGEL, Assistant City Secretary

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-07-2022

UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

EQUAL HOUSING OPPORTUNITY

1. PARTIES: The parties to this contract are City of Elgin, Texas, a Home Rule City (Seller) and ~~Ashen Mohd and Amin Mohd dba Mainstop Grocery~~ MAREDIA BUSINESS, INC. (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block _____, 0.187 of an acre of land out of the Miles Addition in the Thomas Christian Survey, Abstract 20 ~~Addition~~, City of Elgin, County of Bastrop, Texas, known as Lexington Road (address/zip code), as described on attached Exhibit A together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing .....$ 70,000.00
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: ❑ Third Party Financing Addendum, ❑ Loan Assumption Addendum, ❑ Seller Financing Addendum .....$ 0.00

C. Sales Price (Sum of A and B) .....$ 70,000.00

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ❑ is ☑ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

❑ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

❑ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Austin Title Company (Escrow Agent) at 110 S. Main Street, Suite A, Elgin, Texas 78621 (address): $ 500.00 as earnest money and $ 0.00 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of $ N/A to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within N/A days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.

C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.

D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.

E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ❑Seller's ☑Buyer's expense an owner's policy of title insurance (Title Policy) issued by Austin Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
☑ (i) will not be amended or deleted from the title policy; or
❑ (ii) will be amended to read, "shortages in area" at the expense of ❑ Buyer ❑ Seller.
(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
☑ (1) Within 10 days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ❑ Seller's ☑ Buyer's expense no later than 3 days prior to Closing Date.
❑ (2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
❑ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: AS COMMERCIAL PROPERTY.
Buyer must object the earlier of (i) the Closing Date or (ii) 7 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☐ is ☒ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.

(8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ❑ is ☑ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.

(9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

(12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, MUD, WCID, PID notices): _____.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)
☑ (1) Buyer accepts the Property As Is.
❑ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____.
(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:
(1) Seller ❑ is ☑ is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
(2) Seller ❑ is ☑ is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
(3) Seller ❑ is ☑ is not aware of any environmental hazards that materially and adversely affect the Property.
(4) Seller ❑ is ☑ is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
(5) Seller ❑ is ☑ is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
(6) Seller ❑ is ☑ is not aware of any threatened or endangered species or their habitat affecting the Property.
(7) Seller ❑ is ☑ is not aware that the Property is located ❑ wholly ❑ partly in a floodplain.
(8) Seller ❑ is ☑ is not aware that a tree or trees located on the Property has oak wilt.
If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____.

8. BROKERS AND SALES AGENTS:

A. BROKER OR SALES AGENT DISCLOSURE: Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: N/A.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before October 31, 2024, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

(1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.

(2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.

(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.

(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

(5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) See Exhibit "B" attached hereto.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $ 0.00 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. ~~If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller.~~ Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

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15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may ~~(a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b)~~ terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may ~~(a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b)~~ terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 511 N. Main Street	**To Seller at:** 310 North Main Street, P.O. Box 591
Elgin, Texas 78621	Elgin, Texas 78621
Phone: (512) 576-8297	Phone: (512) 281-5724
E-mail/Fax: mainstop.elgin@gmail.com	E-mail/Fax: tom.mattis@elgintexas.gov
E-mail/Fax:	E-mail/Fax: beau.perry@elgintexas.gov
With a copy to Buyer's agent at:	With a copy to Seller's agent at:

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- ❑ Third Party Financing Addendum
- ❑ Seller Financing Addendum
- ❑ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ❑ Buyer's Temporary Residential Lease
- ❑ Seller's Temporary Residential Lease
- ❑ Addendum for Reservation of Oil, Gas and Other Minerals
- ❑ Addendum for "Back-Up" Contract
- ❑ Addendum Concerning Right to Terminate Due to Lender's Appraisal
- ❑ Addendum containing Notice of Obligation to Pay Improvement District Assessment
- ❑ Addendum for Coastal Area Property
- ❑ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ❑ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ❑ Addendum for Sale of Other Property by Buyer
- ❑ Addendum for Property in a Propane Gas System Service Area
- ❑ Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is:	Seller's Attorney is: Mark J. Schroeder
	Hejl & Schroeder, P.C. P.O. Box 192, Taylor, Tx 76574
Phone: ( )	Phone: (512) 365-6348
Fax: ( )	Fax: ( )
E-mail:	E-mail: mark@hejllawfirm.com; and also copy jamie@hejllawfirm.com

EXECUTED the _____day of September **, 20**2024 **(Effective Date).**
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

MAREDIA BUSINESS, INC.

Amin Mohd

Buyer Ashen Mohd
dba Mainstop Grocery
BY: AMIN MOHD, PRESIDENT

Seller Theresa McShan, Mayor
City of Elgin, Texas,
a Home Rule City

Buyer Amin Mohd
dba Mainstop Grocery

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 9-16. This form replaces TREC NO. 9-15.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm License No.

represents ❑Buyer only as Buyer's agent
❑Seller as Listing Broker's subagent

Associate's Name License No.

Team Name

Associate's Email Address Phone

Licensed Supervisor of Associate License No.

Other Broker's Address Phone

City State Zip

Listing Broker Firm License No.

represents ❑Seller and Buyer as an intermediary
❑Seller only as Seller's agent

Listing Associate's Name License No.

Team Name

Listing Associate's Email Address Phone

Licensed Supervisor of Listing Associate License No.

Listing Broker's Office Address Phone

City State Zip

Selling Associate's Name License No.

Team Name

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Disclosure: Pursuant to a previous, separate agreement (such as a MLS offer of compensation or other agreement between brokers), Listing Broker has agreed to pay Other Broker a fee (_____ _____). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of $_____ (Option Fee) in the form of _____
is acknowledged.

_____ _____
Escrow Agent Date

EARNEST MONEY RECEIPT

Receipt of $_____ Earnest Money in the form of _____
is acknowledged.

Austin Title Company _____
Escrow Agent Received by Email Address Date/Time

_____ _____
Address Phone

_____ _____
City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Austin Title Company _____
Escrow Agent Received by Email Address Date

_____ _____
Address Phone

_____ _____
City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of $_____ additional Earnest Money in the form of _____
is acknowledged.

_____ _____
Escrow Agent Received by Email Address Date/Time

_____ _____
Address Phone

_____ _____
City State Zip Fax

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

0.187 ACRE OF LAND OUT OF THE MILES ADDITION IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT 20, CITY OF ELGIN, BASTROP COUNTY, TEXAS AS SHOWN PER CABINET 1, PAGE 100B, PLAT RECORDS OF BASTROP COUNTY AND BEING THAT TRACT CONVEYED TO THE CITY OF ELGIN PER VOLUME 35, PAGE 174, DEED RECORDS OF BASTROP COUNTY AND MORE PARTICULARLY DESCRIBED BY THE FOLLOWING METES AND BOUNDS OF SURVEY DURING OCTOBER, 2022:

BEGINNING at an iron rod set for the east corner hereof, the common east or north corner of said City of Elgin tract and Lot 1, Oliver Subdivision, a Subdivision per Cabinet 4, Page 56B of said Plat Records and a point on the west line of the M. K. & T. Railroad 50' R.O.W.;

THENCE S 69°03'17" W, 57.05 feet (horizontal control (bearing basis) per Grid North, Texas Central Coordinate Zone, NAD83) to an iron rod set for the south corner hereof, the common west or south corner of said City of Elgin tract and said Lot 1 and a point on the north line of that tract conveyed as 0.253 acre to Maredia Business, Inc per Volume 976, Page 603, Official Public Records of Bastrop County which bears, for reference N 21°30'41" W, 75.14 feet along the east r.o.w. line of Main Street to a point for the common south or west corner of said Lot 1 and said 0.253 acre, N 67°35'41" E, 110.79 feet to a calculated point and N 24°07'57" W, 19.93 feet along the common line of said Lot 1 and said 0.253 acre from an iron rod found for a point on the east line of Main Street (r.o.w. varies) at the common south or west corner of Lots 1 and 2 of said Oliver Subdivision;

THENCE N 24°07'57" W, 120.83 feet to an iron rod set for the east corner hereof, common east or north corner of said City of Elgin tract and said 0.253 acre and a point on the east right-of-way line of Lexington Road (r.o.w. varies);

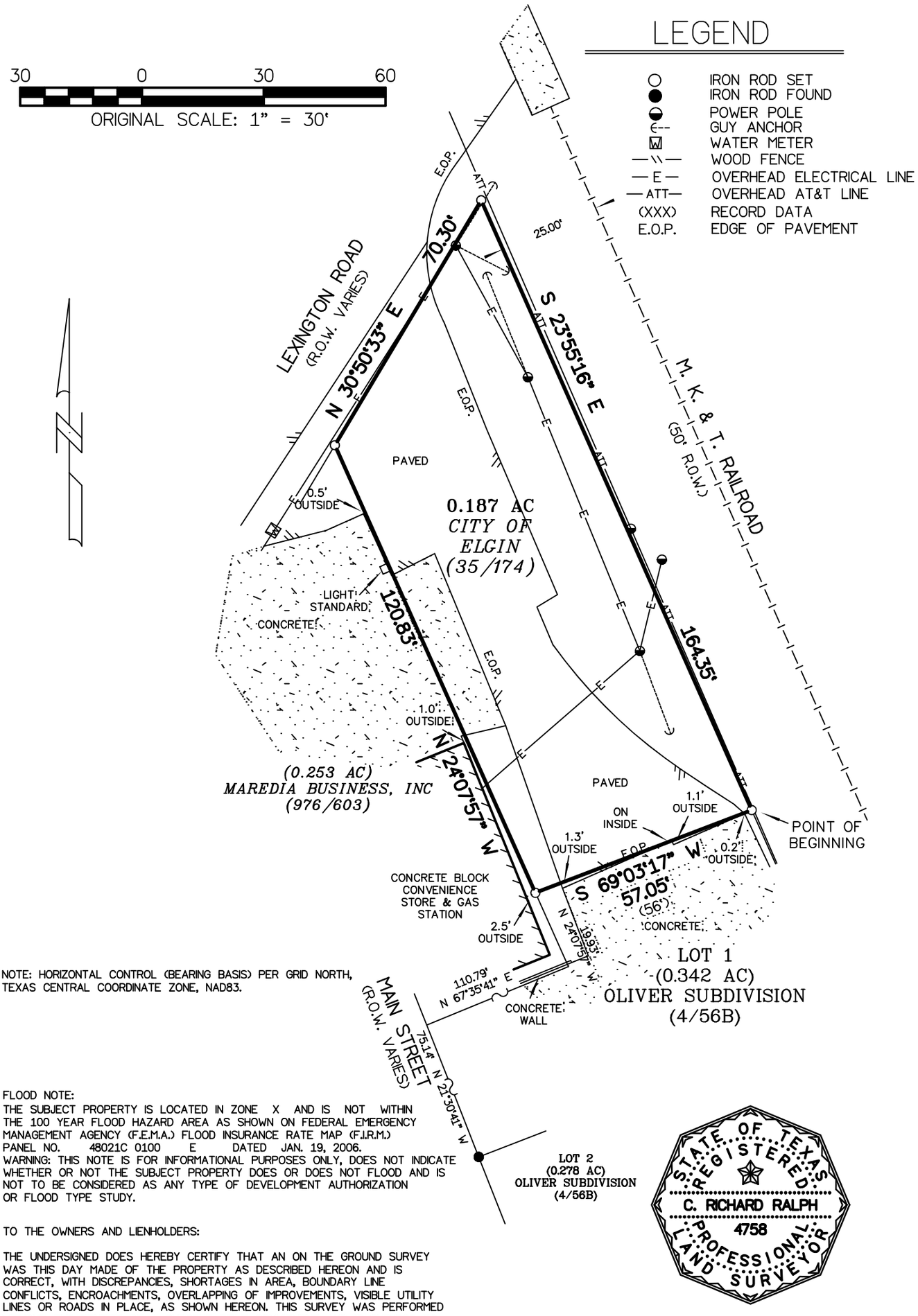
THENCE N 30°50'33" E, 70.30 feet along the east line of said Lexington Road to an iron rod set for the north corner hereof and the intersection of the east line of said Lexington Road with the west line of said Railroad;

THENCE S 23°55'16" E, 164.35 feet along the west line of said Railroad and being 25.00 feet west of and parallel to the approximate track centerline to the POINT OF BEGINNING, containing 0.187 acre of land, more or less and shown on the Survey Plat prepared to accompany herewith.

Surveyed by:

October 21, 2022

C. Richard Ralph, Professional Land Surveyor
Registered Professional Land Surveyor No. 4758
Project No. 22114 – 185/21



NOTE: HORIZONTAL CONTROL (BEARING BASIS) PER GRID NORTH, TEXAS CENTRAL COORDINATE ZONE, NAD83.

FLOOD NOTE:
THE SUBJECT PROPERTY IS LOCATED IN ZONE X AND IS NOT WITHIN THE 100 YEAR FLOOD HAZARD AREA AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP (F.I.R.M.) PANEL NO. 48021C 0100 E DATED JAN. 19, 2006.
WARNING: THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY, DOES NOT INDICATE WHETHER OR NOT THE SUBJECT PROPERTY DOES OR DOES NOT FLOOD AND IS NOT TO BE CONSIDERED AS ANY TYPE OF DEVELOPMENT AUTHORIZATION OR FLOOD TYPE STUDY.

TO THE OWNERS AND LIENHOLDERS:

THE UNDERSIGNED DOES HEREBY CERTIFY THAT AN ON THE GROUND SURVEY WAS THIS DAY MADE OF THE PROPERTY AS DESCRIBED HEREON AND IS CORRECT, WITH DISCREPANCIES, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, AS SHOWN HEREON. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND IS SUBJECT TO ANY EASEMENTS HERETOFORE GRANTED, NOT RELEASED AND NOT SHOWN HEREON.

STATE OF TEXAS
REGISTERED
C. RICHARD RALPH
4758
PROFESSIONAL
LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR

10/21/2022
DATE

RICHARD RALPH
PROFESSIONAL LAND SURVEYOR
REG. PROFESSIONAL LAND SURVEYOR 4758
PH: (512) 303-0952
PROFLNDSUR@AOL.COM
116 TAHITIAN DRIVE
BASTROP, TEXAS 78602

REFERENCE: AMIN MOHD

PROPERTY:
0.187 ACRE OF LAND OUT OF THE MILES ADDITION IN THE THOMAS CHRISTIAN SURVEY, ABSTRACT 20, CITY OF ELGIN PER CAB 1, PG 100 B, PLAT RECORDS, BASTROP COUNTY, TEXAS
- METES AND BOUNDS DESCRIPTION PREPARED HEREWITH -

DRAWN: CRR DATE: 10/21/2022 REVISED:
CHECKED: CRR PROJECT NO.: 22114 FB: 185/21

© 2022, RICHARD RALPH, PROFESSIONAL LAND SURVEYOR

EXHIBIT "B"
AS IS ADDENDUM TO CONTRACT

7B(1). PROPERTY CONDITION
AND
11. SPECIAL PROVISIONS:

As additional consideration to Seller for this Contract, Buyer is purchasing the Property in an "as is" condition with no representations made or implied as to the quality, fitness, or condition of the Property by the Seller. Buyer is purchasing the Property based solely upon its inspection and is not relying on any representations made by Seller. No representations of the use, fitness, size, quality or any other matters concerning the Property have been made by Seller to Buyer. Seller warrants only title to the Property as set forth in the Deed. The terms of this paragraph will be included in the Deed delivered at closing, will survive closing and will survive any termination of this contract.

SELLER:

CITY OF ELGIN, TEXAS,
a Home Rule City

_____
By: Theresa McShan
Its: Mayor

BUYER:

MAREDIA BUSINESS, INC.

Amin Mohd
_____
Amin Mohd
dba Maxim Grocery

BY: AMIN MOHD, PRESIDENT

_____
Amin Mohd
dba Maxim Grocery

APPRAISAL REPORT

LAND ELGIN

TBD Lexington Rd
Elgin, Texas 78621

VALUATION DATES

As-Is Market Value: December 28, 2022
Date of Report: January 6, 2023

PREPARED BY

Brian R Biggs CPA, MAI
Sunago Advisory Group
127 W Colorado St
La Grange, TX 78945
File No: 01-221223-01C

PREPARED FOR

Ashen Mohammed

SUNAGO®
ADVISORY GROUP, INC

SUNAGO ADVISORY GROUP, INC

127 W Colorado St
La Grange, TX 78945
+1 (512) 657-9666

January 6, 2023

Ashen Mohammed

RE: Appraisal Report
Land Elgin
TBD Lexington Rd, Elgin, Texas 78621

Sunago Advisory Group File No: 01-221223-01C

Mr. Mohammed:

Sunago Advisory Group is proud to present the appraisal that satisfies the agreed upon scope of work with Ashen Mohammed.

The subject property, located on Lexington Rd, Elgin, TX, is situated between train tracks to the East, and a gas station, located at 511 N Main St, to the West. The land is in the Bastrop County submarket.

The subject is a narrow parcel that is reported by the client to be owned by the City of Elgin and currently has no zoning however, new zoning is likely under new ownership. According to our research, the subject would have no side or rear setbacks per the city of Elgin zoning ordinance.

The subject is currently not a separate legal parcel, but part of a larger parcel or rail easement. See Extraordinary Assumptions.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple) . The following table conveys the final opinion of value that is developed in this appraisal:

MARKET VALUE CONCLUSION			
VALUATION SCENARIO	INTEREST APPRAISED	DATE	VALUE
As-Is Market Value	Fee Simple	December 28, 2022	$70,000

This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP).

EXTRAORDINARY ASSUMPTIONS

The use of an extraordinary assumption(s) may have impacted the results of the assignment. The subject parcel is not separated in county records and there is no data on the subject site size, dimensions, or ownership. We estimated the approximate site size and usable area for the subject to the based on publicly used tools. The subject is not currently zoned however, under new ownership, we are assuming that the new zoning would be C-2 General Commercial District with a Zone 2 overlay that permits more than 50% residential based on the surrounding zonings. With this zoning, there would be no setback restrictions on the sides or back due to the property not being adjacent to a residentially zoned property however, there may be restrictions from the railroad track owners. There are power lines that run parallel to the train tracks and bisect the subject site These power lines appear to terminate at the power pole that feeds the gas station to the Southwest of the subject site, and we assume they could be relocated. There is also an electric meter on a

pole that we assume could be relocated as well. If any of the information within the report are determined to be materially different, we reserve the right to readdress our conclusions.

HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

RELIANCE LANGUAGE

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. We are not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by us or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that we will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to us, by a party satisfactory to us. We do consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter. We hereby expressly grant to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

If there are any specific questions or concerns regarding the attached appraisal report, or if Sunago Advisory Group can be of additional assistance, please contact the individuals listed below.

Respectfully Submitted,

SUNAGO ADVISORY GROUP

Brian R Biggs CPA, MAI
Managing Director and Principal
Certified General Real Estate Appraiser
Texas License No. 1380237
Expiration Date 7/31/2023
512-657-9666
brian.biggs@sunago.com

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PROPERTY IDENTIFICATION

Name	Land Elgin
Property	Land - Commercial Land
Address	TBD Lexington Rd
City, State Zip	Elgin, Texas 78621
County	Bastrop County
MSA	Austin-Round Rock, TX MSA
Market / Submarket	Austin / Bastrop County
Geocode	30.35183,-97.37157
Census Tract	48-021-950202

SITE DESCRIPTION

Number of Parcels	1	
Land Area	Square Feet	Acres
Usable	7,062	0.16
Total	7,062	0.16
Zoning	General Commercial (C-2)	
Shape	Generally Rectangular	
Topography	Level at street grade	
Flood Zone	No Flood Zones	
Seismic Zone	No Risk	

QUALITATIVE ANALYSIS

Site Quality	Below Average
Site Access	Below Average
Site Exposure	Fair
Site Utility	Fair

HIGHEST & BEST USE

Proposed Construction	No
As Vacant	Any legally permissible use that will fit within the physical constraints of the site.

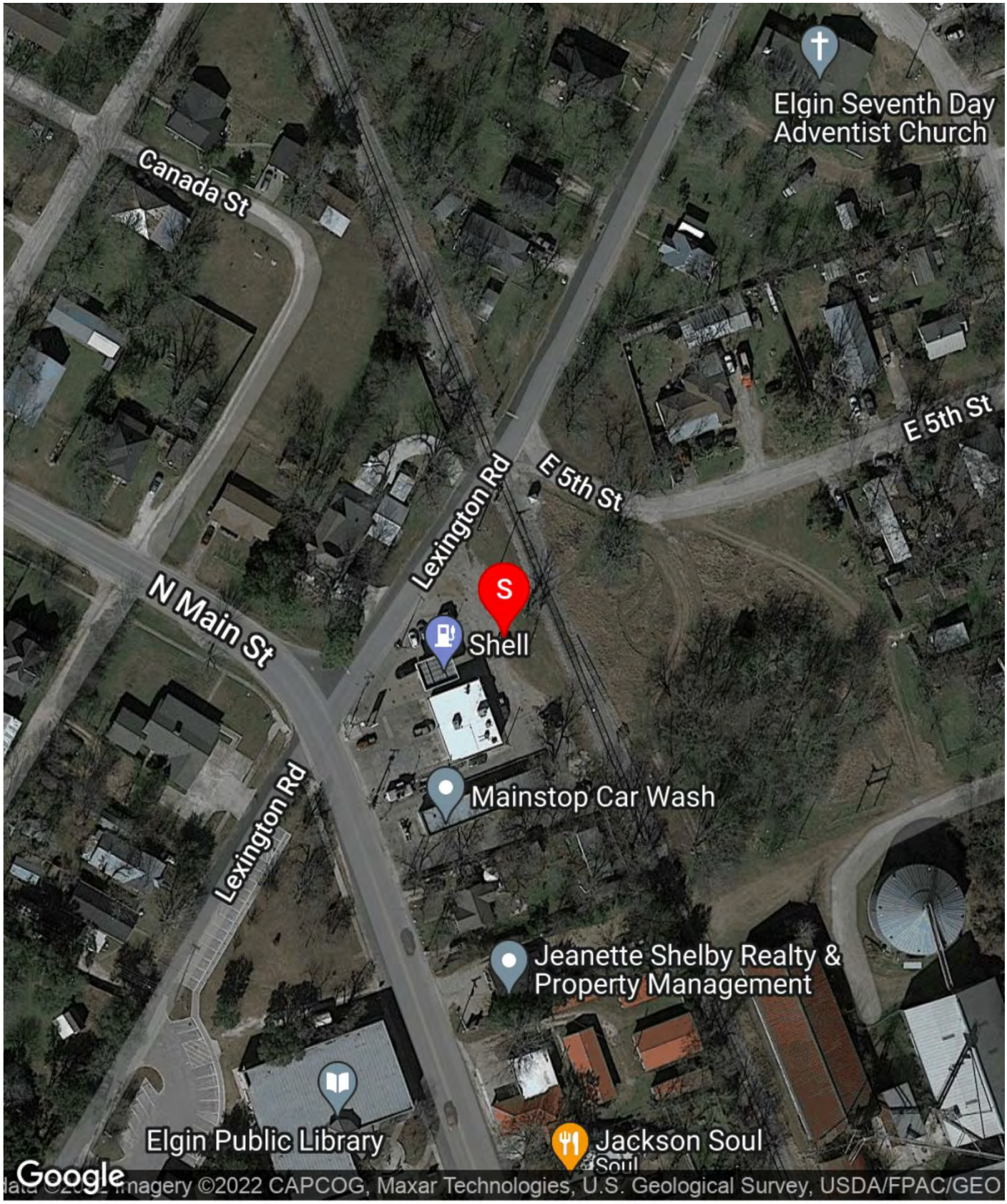
EXPOSURE & MARKETING TIME

Exposure Time	Three to Six Months
Marketing Time	Three to Six Months

VALUE CONCLUSION

VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple
Date	December 28, 2022
Site Value	$70,000
FINAL VALUE CONCLUSION	**$70,000**

AERIAL PHOTOGRAPH



SUBJECT PROPERTY PHOTOGRAPHS

Parcel From Road

Street View Towards Train Tracks

Street View Towards Main Street

Parcel

Train Tracks

Train Tracks

Train Track Crossing at Road

Parcel NE Corner

Power Poles

Frontage

Electric Meter & Power Pole

Electric Meter

Rear of Parcel Towards Road

Train Tracks Towards Gas Station

Asphalt

Water

Utilities

Road

PROPERTY IDENTIFICATION

The subject property, located on Lexington Rd, Elgin, TX, is situated between train tracks to the East, and a gas station, located at 511 N Main St, to the West. The land is in the Bastrop County submarket.

The subject is a narrow parcel that is reported by the client to be owned by the City of Elgin and currently has no zoning however, new zoning is likely under new ownership. According to our research, the subject would have no side or rear setbacks per the city of Elgin zoning ordinance.

The assessor parcel number is not available for the subject. The subject is currently owned by the City of Elgin and is not separated out in county records.

LEGAL DESCRIPTION

There is no legal description available for the subject.

CLIENT IDENTIFICATION

The client of this specific assignment is Ashen Mohammed.

INTENDED USE & INTENDED USERS

The intended use of this report is for the purpose of making internal business decisions related to this asset. Ashen Mohammed is the only intended user of this report.

RELIANCE LANGUAGE

The Appraisal is for the sole use of the Client; however, Client may provide only complete, final copies of the Appraisal report in its entirety (but not component parts) to third parties who shall review such reports in connection with loan underwriting or securitization efforts. We are not required to explain or testify as to appraisal results other than to respond to the Client for routine and customary questions. Please note that our consent to allow the Appraisal prepared by us or portions of such Appraisal, to become part of or be referenced in any public offering, the granting of such consent will be at our sole and absolute discretion and, if given, will be on condition that we will be provided with an Indemnification Agreement and/or Non-Reliance letter, in a form and content satisfactory to us, by a party satisfactory to us. We do consent to your submission of the reports to rating agencies, loan participants or your auditors in its entirety (but not component parts) without the need to provide us with an Indemnification Agreement and/or Non-Reliance letter. We hereby expressly grant to Client the right to copy the Appraisal and distribute it to other parties in the transaction for which the Appraisal has been prepared, including employees of Client, other lenders in the transaction, and the borrower, if any.

PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple) .

PERSONAL PROPERTY & BUSINESS INTANGIBLE

There is no personal property (FF&E) included in this valuation. Further details are provided later in this report. There is not any business or intangible value included in the value conclusion reported herein.

PROPERTY AND SALES HISTORY

Current Owner

Current ownership of the property is unknown at the time of this report but is reported by the client to be owned by the city of Elgin.

Three-Year Sales History

Ownership of the subject property has not changed in the past three years. We are unaware of any pending sales or listing activity relating to the subject property.

EXPOSURE & MARKETING TIME

Marketing time and exposure time are both influenced by price. That is, a prudent buyer could be enticed to acquire the property in less time if the price were less. Hence, the time span cited below coincides with the value opinion(s) formed herein.

USPAP Standard rule 1-2(c)(iv) requires an opinion of exposure time, not marketing time, when the purpose of the appraisal is to estimate market value. In the recent past, the volume of competitive properties offered for sale, sale prices, and vacancy rates have fluctuated little. Sale concessions have not been prevalent. The following information is used to estimate exposure time and marketing time for the subject:

EXPOSURE & MARKETING TIME				
SOURCE		YEAR/QUARTER	MONTHS RANGE	AVERAGE
National Development Land	PwC			
Current Quarter		2022 Q2	1.0 to 12.0	3.2
Four Quarters Ago		2021 Q2	1.0 to 12.0	7.6
OVERALL AVERAGE				**3.2**
Exposure Period Conclusion				Three to Six Months
Marketing Time Conclusion				Three to Six Months
Most Probable Buyer				Local Developer

Exposure Time Conclusion

The subject is a land (commercial land) use on 0.1621-acres (7,062 SF) located at TBD Lexington Rd in Elgin, Bastrop County, Texas. Considering these factors, a reasonable estimate of exposure time for the subject As-Is Market Value (Fee Simple) is three to six months.

Marketing Time Conclusion

A marketing time estimate is a forecast of a future occurrence. History should be considered as a guide, but anticipation of future events & market circumstances should be the prime determinant. Overall market conditions are expected to remain stable, so a marketing time of three to six months is predicted for the subject.

DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised and acting in what they consider their own best interests.
3. A reasonable time is allowed for exposure in the open market.

4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple interest.

Fee Simple Interest
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.[2]

VALUE SCENARIOS

As-Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.[3]

SCOPE OF WORK

The scope of work for this appraisal assignment is outlined below:

- The appraisal analyzes the regional and local area profiles including employment, population, household income and real estate trends. The local area was inspected to consider external influences on the subject.
- The appraisal analyzes legal and physical features of the subject including site size, improvement size, flood zone, seismic zone, site zoning, easements, encumbrances, site access and site exposure.
- The appraisal includes a retail market analysis for the Austin market and Bastrop County submarket using vacancy, absorption, supply and rent data. Conclusions were drawn for the subject's competitive position given its physical and locational features, current market conditions and external influences.
- The appraisal includes a Highest and Best Use analysis and conclusions have been completed for the highest and best use of the subject property As Vacant and As Improved. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site and existing improvements.
- In selecting applicable approaches to value, the appraiser considered the agreed upon appraisal scope and assessed the applicability of each traditional approach given the subject's characteristics and the intended use of the appraisal. As a result, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple) .
- The assignment was prepared as an Appraisal Report in accordance with USPAP Standards Rules 2, with the analysis stated within the document and representing a fully described level of analysis.
- The author of this report are aware of the Competency Rule of USPAP and meets the standards.

[1] Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C -Appraisals, 34.42 (g); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

[2] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

[3] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

ASSISTANCE PROVIDED

James Smith, TX Appraiser Trainee # 1342677 and Adam Peglar, TX Appraiser Trainee # 1342855 provided significant real property appraisal assistance to the appraiser signing this certification, including verifying rent & sale comparables, interviewing brokers for appropriate sale prices for the subject and similar property type. It is noted that the responsibilities of parties providing assistance is not considered to be significant in terms of any value determination. All parties conducted assistance under the direct supervision of the appraiser's signing this report in compliance with State regulations.

SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

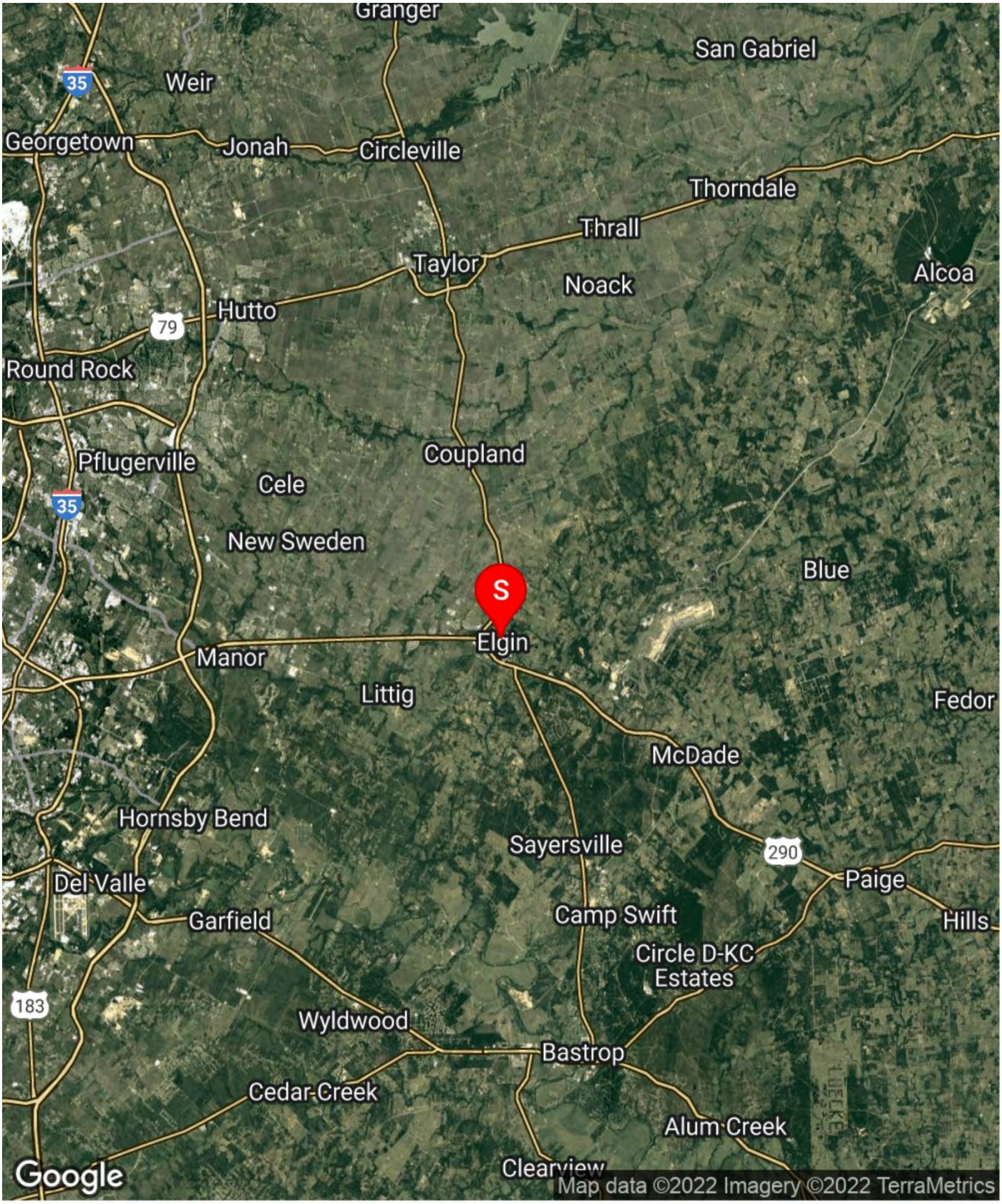
INFORMATION PROVIDED	
Property Assessment & Tax	Not Available
Zoning & Land Use Planning	City of Elgin Zoning
Site Size	Appraiser Estimatations/Drawings
Supply & Demand	CoStar
Flood Map	FEMA
Demographics	STDB On-Line
Comparable Information	MLS | Public Records | Confirmed by Local Agents

The lack of the unavailable items could affect the results of this analysis. As part of the general assumptions and limiting conditions, the subject is assumed to have no adverse easements, significant items of deferred maintenance, or be impacted by adverse environmental conditions.

SUBJECT PROPERTY INSPECTION

PROPERTY INSPECTION				
APPRAISER	**INSPECTED**	**EXTENT**	**DATE**	**ROLE**
Brian R Biggs CPA, MAI	Yes	Site	December 28, 2022	Primary Appraiser

Regional Area Map



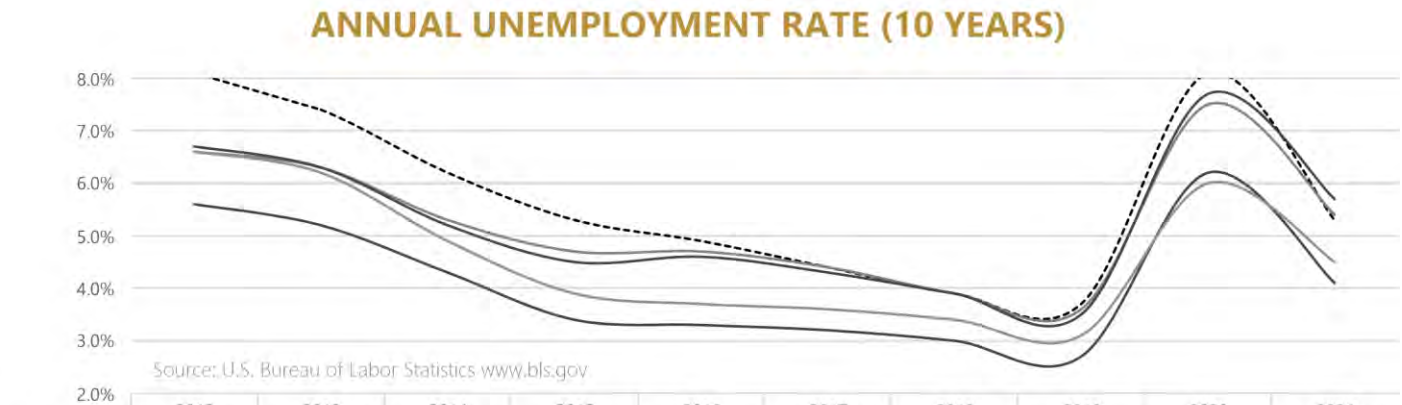
INTRODUCTION

To understand the subject's position in the area or region, we have undertaken a brief analysis to determine how trends—both historical and projected—in population, employment, personal income, consumer spending, and housing impact supply and demand and influence the subject's area directly and indirectly. This analysis first begins on a broader spectrum, and without respect to the subject itself, and is highlighted in the Regional Area Analysis. Secondly, we undertake a more narrowly focused study of the attributes as they relate directly to the subject and the subject's neighborhood. This discussion is presented in the forthcoming Local Area Analysis.

REGIONAL AREA ANALYSIS

The subject property is in Elgin, Texas. The map presented on the previous page illustrates the subject property location relative to the Austin-Round Rock, TX MSA metropolitan area.

Unemployment



	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Nation	8.1%	7.4%	6.2%	5.3%	4.9%	4.4%	3.9%	3.7%	8.1%	5.3%
Region	6.6%	6.3%	5.3%	4.7%	4.7%	4.4%	3.9%	3.6%	7.5%	5.4%
State	6.7%	6.3%	5.2%	4.5%	4.6%	4.3%	3.9%	3.5%	7.7%	5.7%
Area	5.6%	5.2%	4.3%	3.4%	3.3%	3.2%	3.0%	2.7%	6.2%	4.1%
County	6.6%	6.2%	4.9%	3.9%	3.7%	3.6%	3.4%	3.1%	6.0%	4.5%

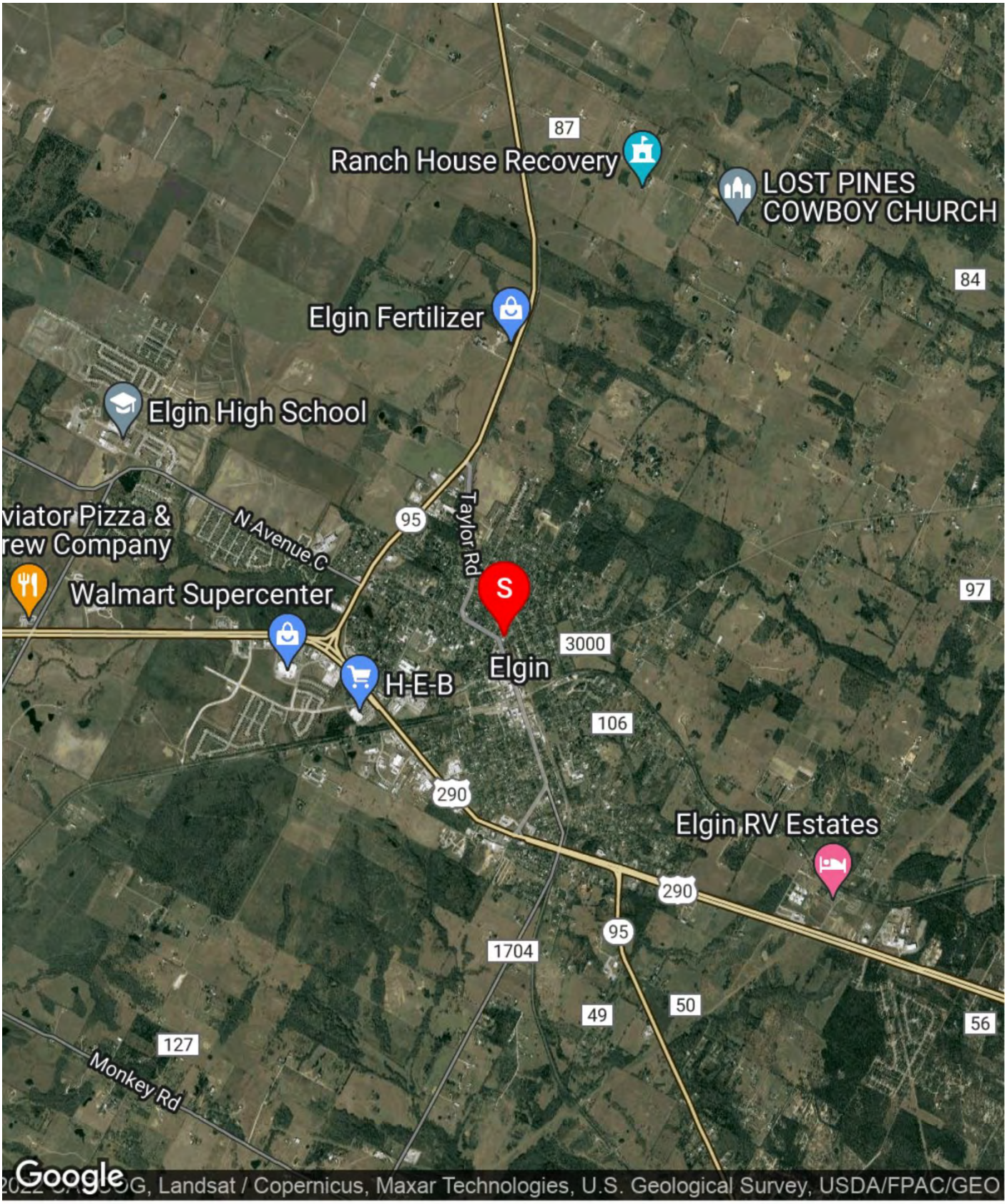
Employment

The following chart shows the trailing 10 years employment for the state of Texas, Austin-Round Rock, TX MSA, and Bastrop County.

STATE & REGIONAL EMPLOYMENT						
YEAR	STATE	% CHG.	AREA	% CHG.	COUNTY	% CHG.
2012	11,794,975	2.5%	929,711	3.8%	32,878	0.3%
2013	12,022,272	1.9%	964,166	3.6%	33,615	2.2%
2014	12,333,076	2.5%	1,001,470	3.7%	34,852	3.5%
2015	12,503,464	1.4%	1,036,980	3.4%	36,083	3.4%
2016	12,728,898	1.8%	1,082,392	4.2%	37,583	4.0%
2017	12,888,025	1.2%	1,113,688	2.8%	38,452	2.3%
2018	13,149,672	2.0%	1,153,410	3.4%	39,866	3.5%
2019	13,381,020	1.7%	1,191,264	3.2%	40,894	2.5%
2020	12,808,616	(4.5%)	1,159,288	(2.8%)	39,877	(2.6%)
2021	13,413,036	4.5%	1,253,061	7.5%	43,084	7.4%
CAGR	**1.4%**	-	**3.4%**	-	**3.0%**	-

Source: U.S. Bureau of Labor Statistics www.bls.gov

LOCAL AREA MAP



INTRODUCTION

The subject property is in the Bastrop County submarket. The immediate area of the subject is characterized by retail and residential uses with commercial use in the surrounding area.

Demographics

The following information reflects the demographics for the subject's area.

LOCAL AREA & MSA DEMOGRAPHICS

DESCRIPTION	1 MILE	3 MILE	5 MILE	MSA	DESCRIPTION	1 MILE	3 MILE	5 MILE	MSA
POPULATION TOTAL					HOUSEHOLDS				
2010 Census	4,448	9,831	14,989	1,716,289	2010 Census	1,519	3,248	5,033	650,459
2020 Census	4,815	11,953	19,295	2,283,371	2020 Census	1,683	3,961	6,403	880,668
2022 Estimate	5,207	13,561	21,136	2,446,554	2022 Estimate	1,795	4,404	6,928	946,166
2027 Projection	5,679	14,921	22,610	2,676,053	2027 Projection	1,944	4,810	7,370	1,038,516
Δ 2010-2020	8.25%	21.58%	28.73%	33.04%	Δ 2010-2020	10.80%	21.95%	27.22%	35.39%
Δ 2020-2022	8.14%	13.45%	9.54%	7.15%	Δ 2020-2022	6.65%	11.18%	8.20%	7.44%
Δ 2022-2027	9.06%	10.03%	6.97%	9.38%	Δ 2022-2027	8.30%	9.22%	6.38%	9.76%
Total Daytime Population	4,734	11,354	16,250	2,440,479	**HOUSEHOLDS BY INCOME (2022 ESTIMATE)**				
HOUSING UNITS					<$15,000	13.5%	12.9%	10.2%	5.8%
Total (2022 Estimate)	1,938	4,713	7,411	1,021,373	$15,000 - $24,999	12.0%	9.9%	8.8%	4.9%
Owner Occupied	50.5%	60.3%	69.3%	55.1%	$25,000 - $34,999	7.6%	7.6%	6.0%	5.0%
Renter Occupied	42.2%	33.2%	24.2%	37.5%	$35,000 - $49,999	12.6%	10.9%	9.7%	9.9%
Vacant Housing Units	7.4%	6.6%	6.5%	7.4%	$50,000 - $74,999	23.6%	19.4%	18.4%	15.9%
Total (2027 Projection)	2,084	5,154	7,961	1,140,403	$75,000 - $99,999	12.5%	16.7%	19.6%	13.4%
Owner Occupied	53.0%	62.1%	69.6%	55.1%	$100,000 - $149,999	11.4%	13.5%	14.4%	20.1%
Renter Occupied	40.3%	31.2%	22.9%	36.0%	$150,000 - $199,999	4.3%	5.8%	7.8%	12.2%
Vacant Housing Units	6.7%	6.7%	7.4%	8.9%	$200,000+	2.4%	3.3%	5.0%	12.9%
AVERAGE HOUSEHOLD INCOME					**AVERAGE HOUSEHOLD SIZE**				
2022 Estimate	$68,496	$76,719	$87,845	$122,586	2022 Estimate	2.84	3.04	3.03	2.53
2027 Projection	$75,501	$87,109	$100,357	$138,483	2027 Projection	2.86	3.07	3.05	2.53
Δ 2022-2027	10.23%	13.54%	14.24%	12.97%	Δ 2022-2027	0.70%	0.99%	0.66%	0.00%
MEDIAN HOUSEHOLD INCOME					**MEDIAN HOME VALUE**				
2022 Estimate	$52,966	$58,815	$69,270	$89,278	2022 Estimate	$173,020	$212,472	$248,168	$348,997
2027 Projection Projection	$54,226	$64,752	$77,520	$102,437	2027 Projection	$236,777	$269,395	$295,496	$376,913
Δ 2022-2027	2.38%	10.09%	11.91%	14.74%	Δ 2022-2027	36.85%	26.79%	19.07%	8.00%
PER CAPITA INCOME					**AVERAGE HOME VALUE**				
2022 Estimate	$22,477	$25,133	$28,501	$47,523	2022 Estimate	$174,796	$221,083	$292,028	$418,195
2027 Projection	$24,494	$28,370	$32,342	$53,847	2027 Projection	$236,277	$305,881	$357,160	$446,554
Δ 2022-2027	8.97%	12.88%	13.48%	13.31%	Δ 2022-2027	35.17%	38.36%	22.30%	6.78%

Source: Sites To Do Business Online

Population

The estimate provided by ESRI for the current 2022 population within the subject neighborhood's 3 mile radius is 13,561 representing a 13.45%change since 2020. ESRI's 2020 population estimate for the subject's 5 mile radius is 21,136, which represents a 9.54% change since 2020.

Looking forward, ESRI estimates that the population within the subject neighborhood's 3 mile radius is forecasted to change to 14,921 by the year 2027. As for the broader area, ESRI forecasts that the population within the subject's 5 mile radius will change to 22,610 over the next five years. The population estimates for the next five years within the subject's 5 mile radius represents a 6.97% change as well as a 9.06% change within the subject's 1 mile radius for the same period.

Households

The estimates provided by ESRI indicate that the number of households within the subject neighborhood's 3 mile radius is 4,404, which is a 11.18% change since 2020. Within the subject's broader 5 mile radius, ESRI estimates that the number of households is 6,928, a 8.20% change over the same period.

By the year 2027, the estimates provided by ESRI indicate that the number of households within the subject neighborhood's 3 mile radius will change by 9.22% to 4,810 households. Additionally, ESRI's estimate for total households over the next five years within the subject's broader 5 mile radius indicates an expected change of 6.38% which will result in a total household estimate of 7,370.

Looking back, the number of households in the subject neighborhood's 3 mile radius changed 21.95% during the ten-year period of 2010 to 2020. Since then, it has changed by 11.18%.

Income

Income estimates provided by ESRI for the subject neighborhood's 3 mile radius indicates that the median household income is $58,815 and that the average household income is $76,719. Further, the estimates provided by ESRI indicate that, for the subject's broader 5 mile radius the median household income is $69,270, and the average household income is $87,845. Given that there are reportedly 6,928 households in the subject's 5 mile radius, it is estimated that the local effective buying income is around $608,590,160.

CONCLUSION

Based on our observation and the data provided by ESRI, it is perceived that the income and population demographics for the subject neighborhood exhibit above average characteristics in terms of reported population growth and income levels. As previously mentioned, the population growth for the subject's 3 mile radius has increased 13.45% since 2020 and based on the projections provided by ESRI, it is expected to continue to increase another 10.03% during the next 5 years. Lastly, we perceive that, since average household incomes are above the national average ($76,719, for the subject's 3 mile radius) and given that the area is well-populated (4,404 households in a 3 mile radius), developments like the subject should be adequately supported.

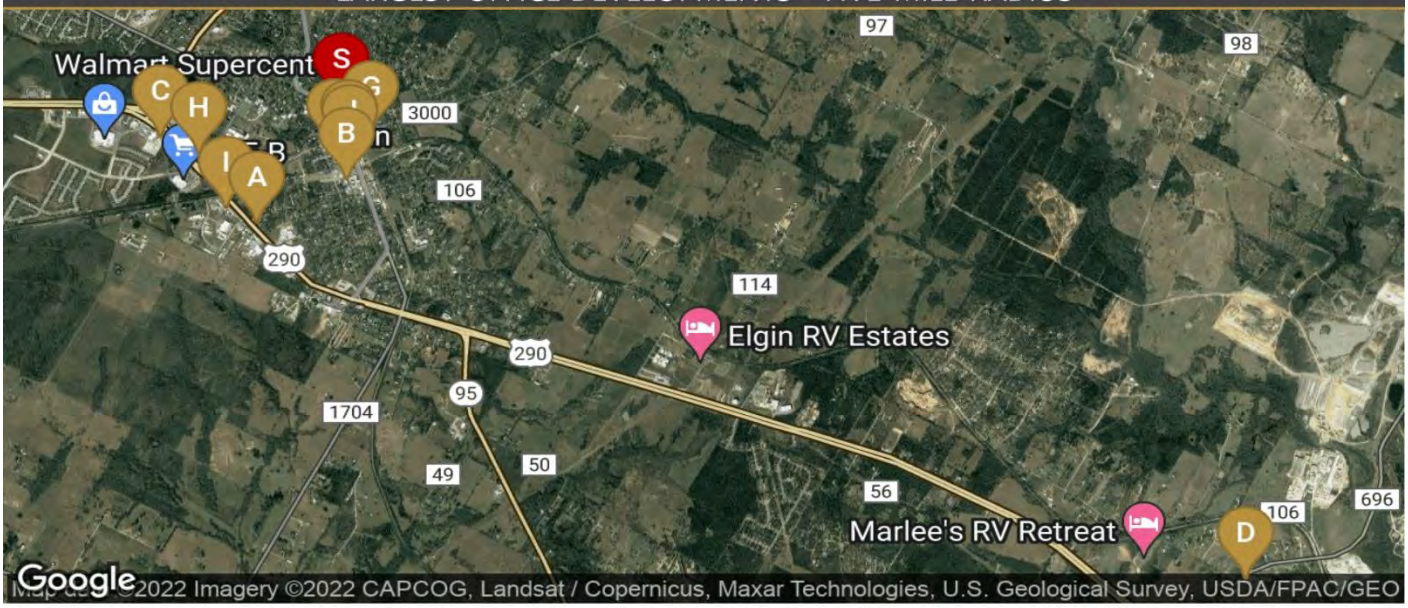
SURROUNDING LAND USES

The following tables and maps highlight the development in and around the subject.

LOCAL AREA OFFICE - FIVE-MILE RADIUS				
CLASS	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
A	0 SF	-	-	0
B	19,128 SF	1996	62.4	5
C	83,032 SF	1958	71.9	18
TOTAL	102,160 SF	1964	70.1	23

Source: CoStar

LARGEST OFFICE DEVELOPMENTS - FIVE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	%LEASED
A		605 Hwy 290 North, Elgin	0.7 mi	20,807	1968	C	0
B		201 Central Ave, Elgin	0.4 mi	11,600	1935	C	100
C		1210 Us-290, Elgin	0.9 mi	9,419	1984	C	100
D		204 Old Coach Ln, Elgin	4.9 mi	7,200	2021	B	0
E		102 N Ave C, Elgin	0.2 mi	6,260	1935	C	100
F		103 W 1st St, Elgin	0.2 mi	5,618	1935	C	100
G		209 E 2nd St, Elgin	0.2 mi	5,080	1955	C	100
H		706 W 11th St, Elgin	0.7 mi	4,713	2010	B	100
I		704 Bull Run, Elgin	0.8 mi	2,857	N/A	C	100
J		22 N Main St, Elgin	0.3 mi	2,750	1950	C	100

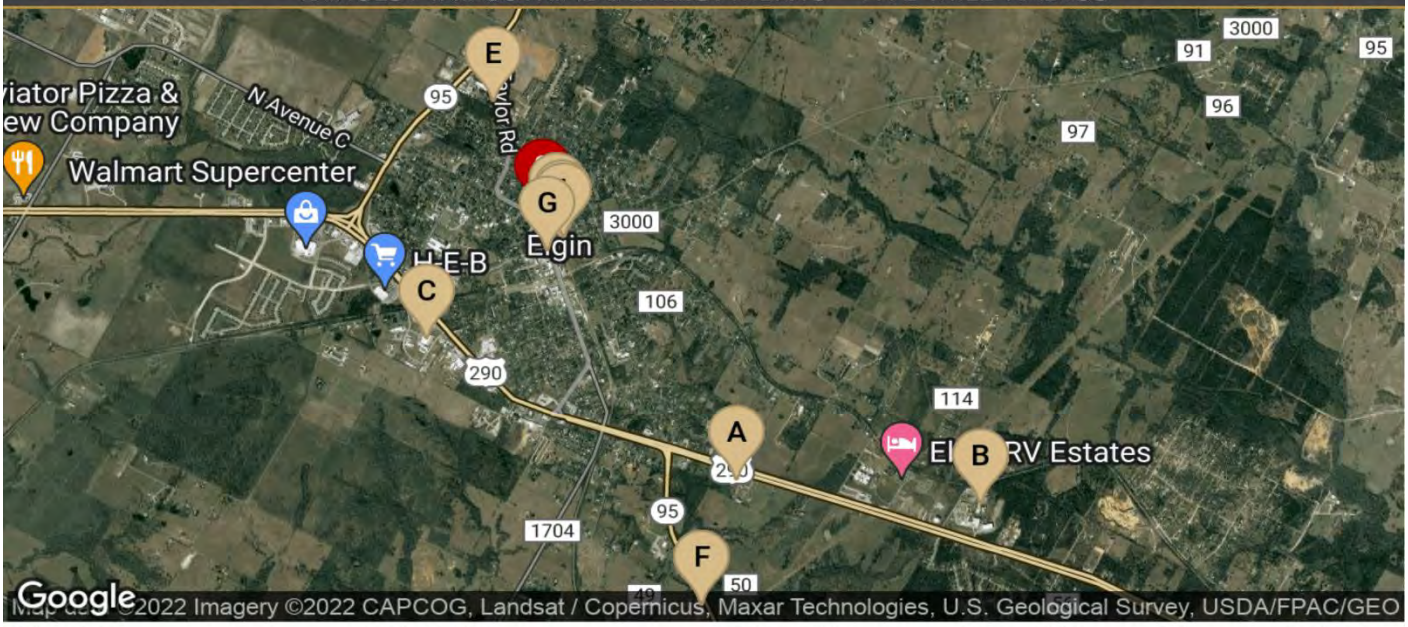
Source: CoStar

LOCAL AREA INDUSTRIAL - FIVE-MILE RADIUS

TYPE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
Flex	24,077 SF	1959	100	5
Gen-Ind <25,000 FT	101,765 SF	1968	100	13
Gen-Ind >25,000 FT	514,553 SF	1984	100	3
TOTAL	640,395 SF	1981	100.0	21

Source: CoStar

LARGEST INDUSTRIAL DEVELOPMENTS - FIVE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	TYPE	%LEASED
A		293 Highway 290 E, Elgin	1.6 mi	307,098	2004	Industrial	100
B	Meridian Brick	506 Highway 290 E, Elgin	2.5 mi	163,870	1942	Industrial	100
C		1112 Swenson Blvd, Elgin	0.8 mi	43,585	2001	Industrial	100
D		202 E 2nd St, Elgin	0.1 mi	23,736	1940	Industrial	100
E		619 Magonye Ln, Elgin	0.6 mi	20,000	1995	Industrial	100
F	CAM Disposal Bldg	274 Highway 95 S, Elgin	2.1 mi	12,000	1999	Industrial	100
G		114 N Main St, Elgin	0.2 mi	11,500	1935	Flex	100
H		202 E 2nd St, Elgin	0.1 mi	10,490	1940	Industrial	100
I		204 E 2nd St, Elgin	0.2 mi	6,560	1940	Industrial	100
J		204 E 2nd St, Elgin	0.2 mi	6,560	1940	Industrial	100

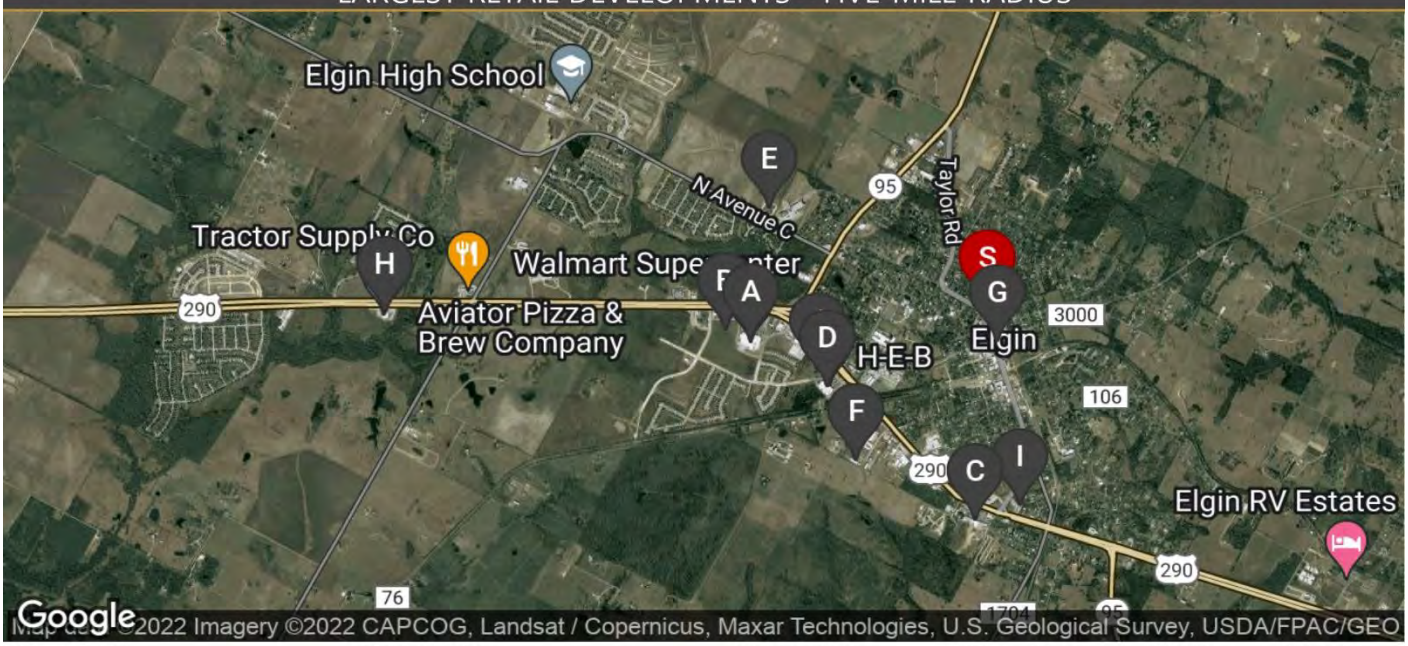
Source: CoStar

LOCAL AREA RETAIL - FIVE-MILE RADIUS

SIZE	RBA	YEAR BUILT	PERCENT LEASED	PROPERTIES
<5,000 FT	158,267 SF	1970	100.0	58
>5,000 FT-<20,000 FT	327,544 SF	1980	97.6	37
>20,000 FT	445,065 SF	1999	100.0	9
TOTAL	930,876 SF	1986	99.2	106

Source: CoStar

LARGEST RETAIL DEVELOPMENTS - FIVE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	%LEASED
A	Wal-Mart	1320 Highway 290 E, Elgin	1.1 mi	120,000	2014	B	100
B	Lot 2	Hwy 290 E & Hwy 95 N, Elgin	1.2 mi	75,000	N/A	B	100
C	Elgin Commons	224 Hwy 290 E, Elgin	1.0 mi	62,158	1987	C	100
D	H-E-B	1080 Highway 290 E, Elgin	0.8 mi	51,435	2001	B	100
E	Elgin Nursing & Rehabilitation Cente	1373 N Avenue C, Elgin	1.1 mi	38,384	N/A	0	100
F		1155 Dildy Dr, Elgin	1.0 mi	32,186	N/A	C	100
G		119 N Main St, Elgin	0.2 mi	24,000	1935	B	100
H		18517 US Highway 290 E, Elgin	2.8 mi	21,702	2017	C	100
I	House Park Shopping Center	191 Highway 290, Elgin	1.0 mi	20,200	2001	C	100
J	Elgin Village	910 W 11th St, Elgin	0.8 mi	19,628	2005	A	100

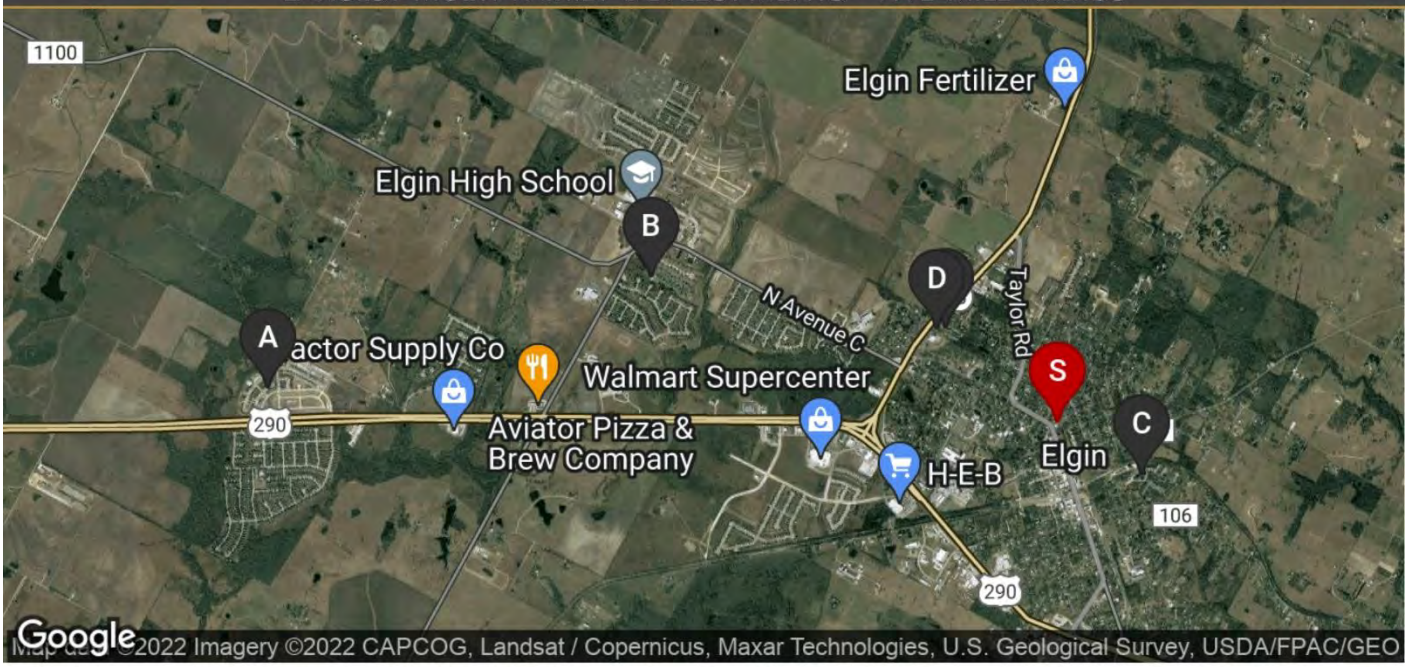
Source: CoStar

LOCAL AREA MULTI-FAMILY - FIVE-MILE RADIUS

CLASS	RBA	YEAR BUILT	UNITS	PROPERTIES
A	0 SF	-	-	0
B	548,015 SF	2020	549	2
C	242,505 SF	1998	208	3
TOTAL	790,520 SF	2003	757	5

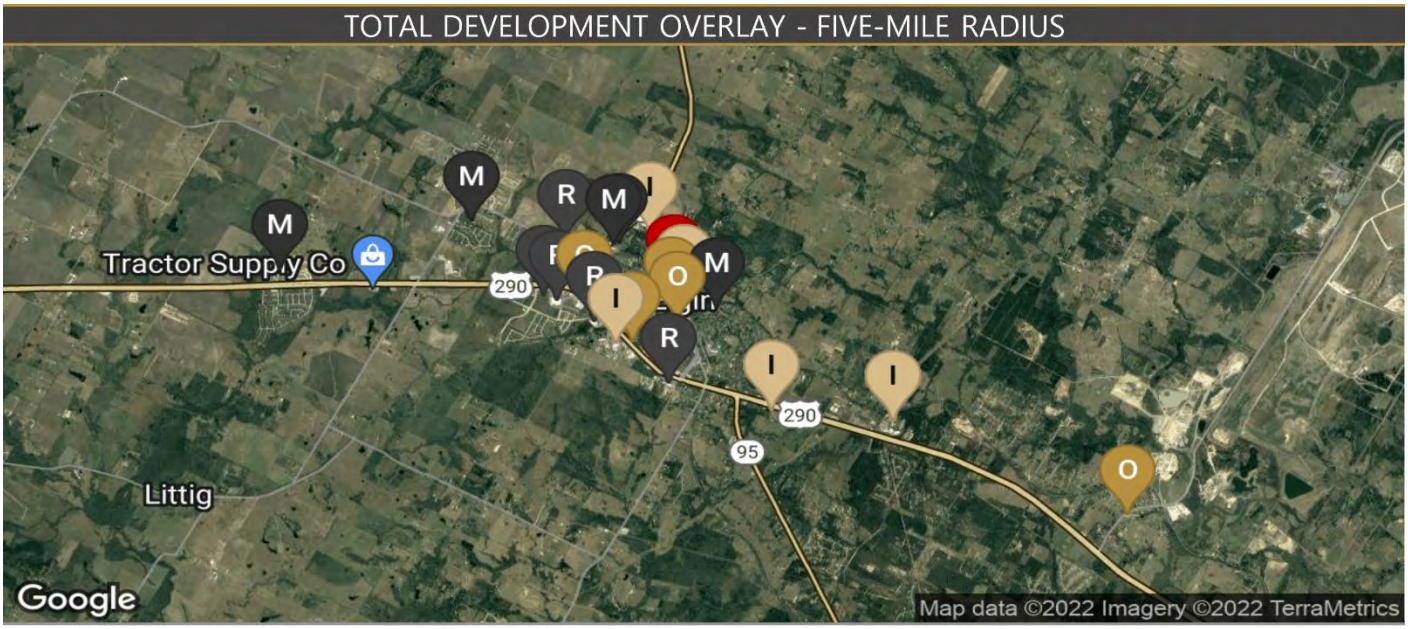
Source: CoStar

LARGEST MULTI-FAMILY DEVELOPMENTS - FIVE-MILE RADIUS



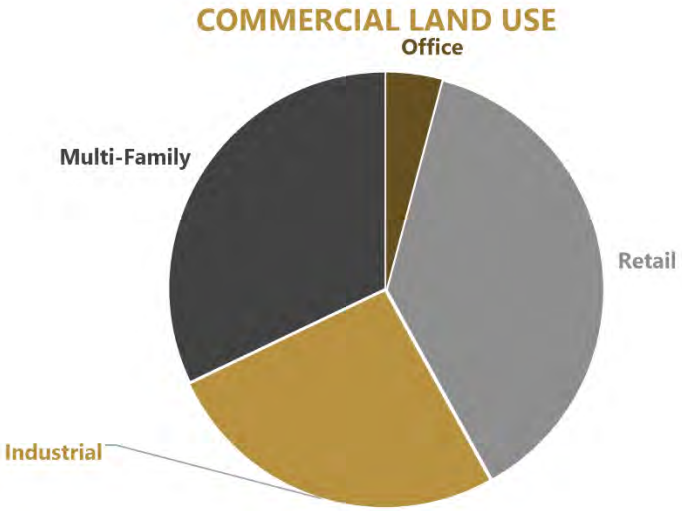
PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	BUILT	CLASS	STORIES
A		Banquete St, Elgin	3.7 mi	476,000	N/A	B	0
B	Crescent Village Apartments	13817 County Line Rd, Elgin	2.0 mi	203,434	2002	C	2
C	Sierra Apartments	200 Maple Ln, Elgin	0.5 mi	72,015	2020	B	3
D	Meadows Park	401 N Highway 95, Elgin	0.7 mi	26,635	1976	C	1
E	Parkview Apartments	405 N Hwy 95, Elgin	0.7 mi	12,436	1984	C	2

Source: CoStar



Source: CoStar

The land use in the subject's immediate neighborhood consists of a significant amount of commercial property, comprising of a mix of many property types. Commercial uses in the area include the multitenant retail centers, medium-sized retail/industrial/distribution-type properties, small- to- medium sized freestanding office and retail properties, as well as service-related uses, restaurants, gas stations/convenience stores and banks. The following chart illustrates the high concentration of retail and multifamily compared to industrial and office properties.

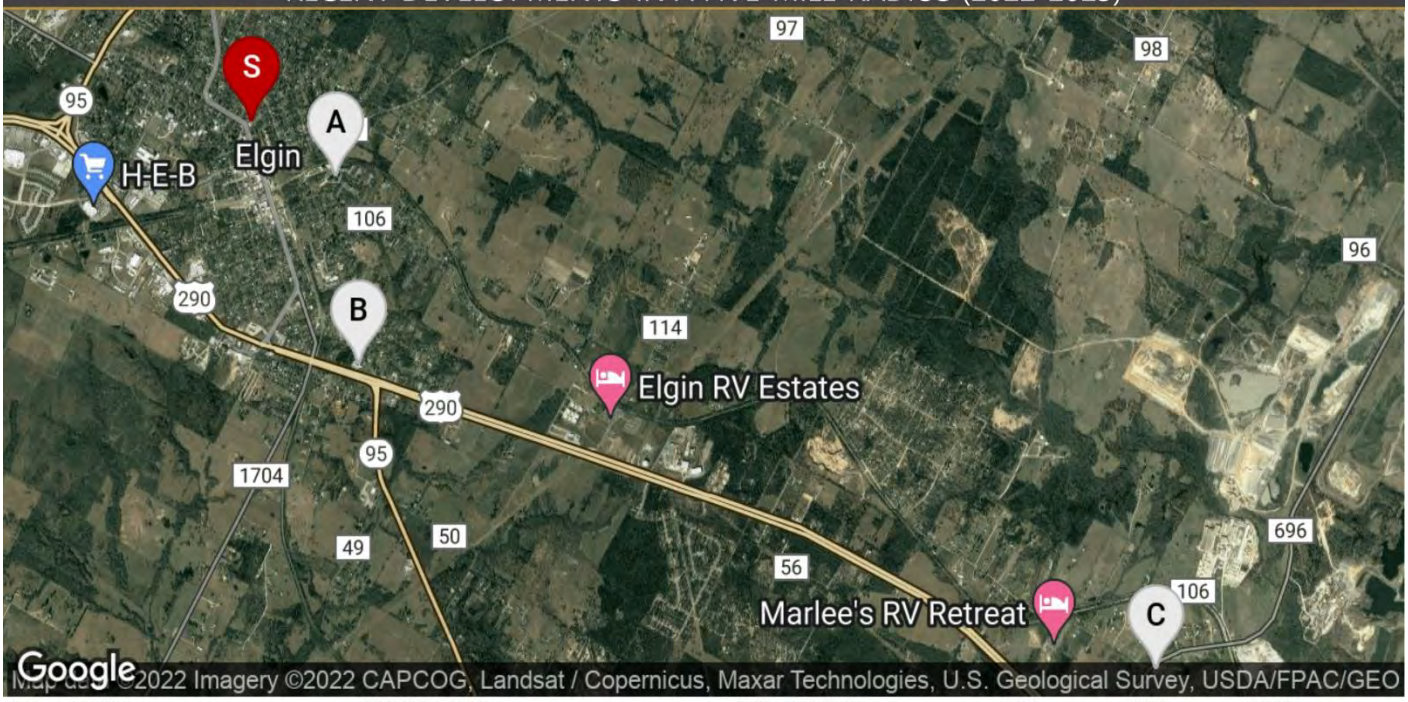


RECENT DEVELOPMENT

Based on CoStar's research, there appears to be about 3 projects that have been recently developed. All these projects are within 4.9 miles of the subject. The range in size of developments is 7,200 SF to the largest development of 72,015 SF. Overall, the average size of recent developments in the area is 44,738 SF. Further, most of the developments are multi-family, hospitality, and office in nature.

The following table details our findings:

RECENT DEVELOPMENTS IN A FIVE-MILE RADIUS (2022-2023)



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	TYPE	CLASS
A		204 Old Coach Ln, Elgin	4.9 mi	7,200	Office	B
B						
C						

Source: CoStar

DEVELOPMENT PIPELINE

Under Construction

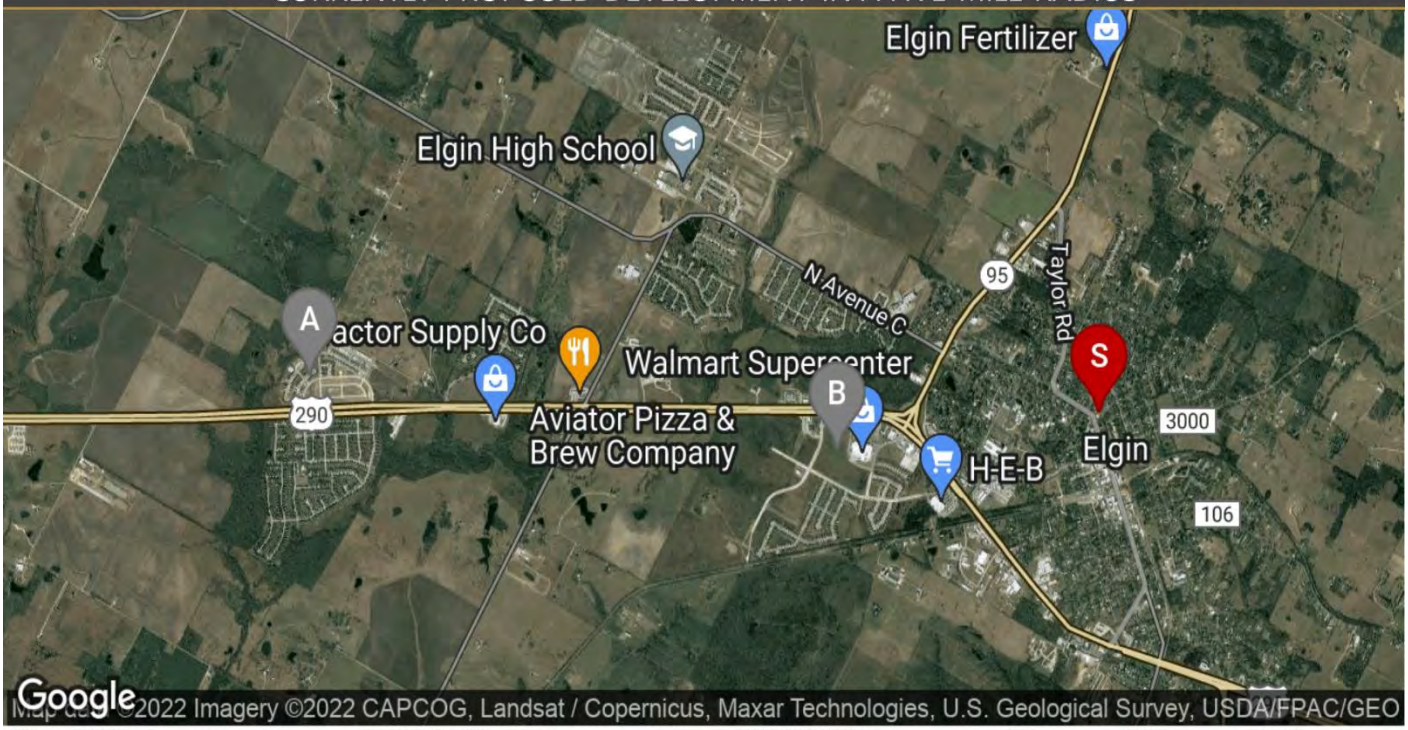
Based on CoStar's research, there are no developments currently under construction in the area.

Proposed

Based on CoStar's research, there appears to be about 2 projects that are proposed for construction. All these projects are within 3.7 miles of the subject. The range in size of proposed developments is 7,600 SF to the largest proposed development of 476,000 SF. Overall, the average size of proposed developments in the area is 241,800 SF. Further, it appears that most of the developments that are proposed will be multifamily and retail in nature.

The following table details our findings:

CURRENTLY PROPOSED DEVELOPMENT IN A FIVE-MILE RADIUS



PIN	NAME	ADDRESS, CITY	DIST TO SUBJ	RBA	TYPE	CLASS
A		Banquete St, Elgin	3.7 mi	476,000	Multi-Family	B
B		US 290 & Roy Rivers Rd, Elgin	1.2 mi	7,600	Retail	0

Source: CoStar

ECONOMIC INFLUENCES

The local area economic status is important to recognize as the measurement of income levels provides an indication of the ability of the area population to buy, rent and maintain property. The economic status of an area also provides an indication of the population's appetite for goods and services. Relevant economic information includes income levels, property ownership vs. rent, property rent levels, rent level trends, property vacancy and new construction.

Most of the housing units within the area are owner occupied, which contrasts with relative similarity to other parts of Elgin.

GOVERNMENT INFLUENCE

Governmental considerations relate to zoning, building codes, regulations, flood plain restrictions, special assessment, property tax and empowerment zones.

Zoning in the area is mixed, including commercial, residential, and industrial designations. Zoning code is enforced by the municipality and enforcement in all areas of City of Elgin is strong. Building codes are in force and require a certain standard of construction quality and design.

Property taxes in the area are established by Bastrop County and are assessed based on valuation. Considering broad authority of the county administration, the assessments in the neighborhood are like other neighborhoods in the metropolitan area. There are no known special assessments that affect property in the neighborhood.

ACCESS/PUBLIC TRANSPORTATION

The streets within the neighborhood are laid out in a grid pattern with major streets generally along the section and ½ section lines. The major north/south streets in the neighborhood include TX-95, Main St, and Taylor Rd. The major east/west streets include US 290, and Avenue C. With the existing transportation system, most areas of metropolitan Elgin are accessible from the subject neighborhood and access is considered for the metropolitan area. A limited bus service available through CapMetro provides transportation from Elgin to Manor, North Austin, and Downtown Austin. Overall, access within the neighborhood is average for the metropolitan area.

ENVIRONMENTAL INFLUENCES

The subject area is a typical neighborhood with average building size and density. There are no extraordinary topographical features, nuisances of hazards. Public utilities are available in most all areas in quantities from public and private sources. The area has both public and private schools in adequate supply and quality.

LOCAL AREA SUMMARY

The Austin retail market continues to witness healthy operating conditions, all as it outperforms other markets nationally. Retailers have been active in committing to new space, which has supported the market's relatively high annual net absorption rate of 1%, the 12th-highest ratio among the 40 largest markets in the U.S. Alongside such strong demand, vacancy continues to tighten and closed the quarter at 3.2%, near record lows. Strong immigration and unparalleled job growth are expanding the consumer base at a higher rate compared to both the market's historic average and national averages. The city's population grew by 1.9% over the past year, making it the fastest-growing city in the country among those with more than 2 million residents. Austin's total employment has also grown by 5.3% annually, making it eighth in the country among large metros.

Leasing has been active in 2022, with total signings amounting to 1.9 million SF, but slightly off-pace from 2021's totals. The market's strong leasing activity has translated into an equally robust positive net absorption of 1.1 million SF over the last year. Grocery stores like Fresh International Market have expanded into Austin for the first time, expecting to capitalize on the growing need for staples as Austin's suburban populations grow rapidly with more growth expected in the future. The grocer has leased a 49,000-SF space previously occupied by Toys R Us, making it the market's second-largest deal over the past 12 months.

Development has also reached a new peak with 2.2 million SF under construction, the highest level the market has seen in 14 years. Strong preleasing rates of 74% have motivated developers to move forward with plans. In the Southeast, Tesla's Gigafactory has been a catalyst for population growth, multifamily development, and in turn, demand for amenities. This submarket accounts for 15% of all construction activity in the market, and additional development is expected throughout this area.

Historically low vacancy and strong demand continue to support landlords' abilities to push rents, which have grown by 5.7% over the last year, 150 basis points above the national average, and the highest rate of increase seen in this market since 2001. A significant driver of overall growth has been Hays County, the metro's second-largest submarket by inventory, which is seeing exceptional growth of 5.8%, driven by tight vacancies of 2.3% among its largest property type, general retail.

Investor appetite for retail properties remains robust, with an estimated $686 million transacted in 2022, surpassing the $336 million recorded in 2021. Power centers have accounted for almost 32% of the retail

properties acquired this year, equivalent to 1.4 million SF, indicating high investor interest in properties anchored by strong credit tenants.

The Austin market recovered all jobs lost due to the pandemic by May 2021, just over one year after lockdowns began — one of the quickest recoveries nationally, according to the Bureau of Labor Statistics. May 2022 data indicates that year-over-year employment growth is positive in almost every industry. Manufacturing jobs grew by 8.2%, professional and business services by 10.6%, and trade, transportation, and utilities jobs by 5.5%. With expansions set to come for Apple, Google, Samsung, Tesla, and others, Austin should continue to outperform.

The metro has also been attracting companies from expensive coastal markets to set up operations in Austin. Two companies, Oracle and Tesla, have recently relocated their headquarters from Silicon Valley to Austin. Oracle has been building out its roughly 1 million- SF Austin office in the East Riverside corridor, and Tesla completed construction on its Giga Texas site along TX- 130. The 4.5 million-SF factory will produce the Cybertruck, Model 3 and Model Y.

The region's business-friendly environment, no state corporate or income taxes, higher quality of life, and deep talent pool should continue to draw businesses to Austin. Much of that talent is sourced in-house from the University of Texas at Austin. The world-class institution regularly ranks as one of the best schools in the world for STEM graduates. Job growth and company relocations continue to drive population growth ahead of any other major market in the country. Since 2010, Austin's population has outperformed the second fastest- growing market, Raleigh, by more than 7.5%, growing by 33% between 2010 and 2020.

State and local governments continue to provide employment stability in the Texas capital as the sector comprises 15% of the workforce. The education and health services sector has also proven to be more resilient during declining economic growth. While this sector makes up only 12% of the metro's overall employment, it has grown 7.6% over the last year. The University of Texas at Austin, one of the largest universities in the country by enrollment, is the metro's second-largest employer with over 23,000 employees. This industry should continue to see strong job growth and will be vital to serving one of the fastest growing metros in the nation.

Austin is also likely to outperform many of its peer markets, thanks to its younger demographic. Roughly 25% of the metro's population is between 20 and 34 years old. This can be attributed in part to UT students who remain in Austin after graduating, attracted to the metro's culture, warm climate, and optimistic employment prospects. It's helped bolster Austin's status as the fastest-growing city in the U.S. since the last U.S. Census. The metro has grown by roughly 35% since 2010. This young, highly educated workforce has attracted employers and delivered high-paying jobs, boosted the median household income to above the U.S. average, and contributed to the city's economic growth.

SITE DESCRIPTION

The subject property consists of one parcel with a total site area of 7,062 SF (0.1621 AC) which is based on information obtained from our estimations and drawings of the site boundaries. The subject is restricted by surrounding train tracks, roads, and onsite electrical utilities. The total usable site for the subject is estimated to be 3,604 SF. If a professional survey is provided, then precise measurements may be available. Unless otherwise noted, the usable site area has been utilized herein. The following summarizes the salient characteristics of the subject site.

Address TBD Lexington Rd, Elgin, Texas.

Census Tract 48-021-950202

Number of Parcels	1	
Assessor Parcel	Unknown	
Land Area	Square Feet	Acres
Economic Unit (Primary) Site Size	7,062	0.16
Usable Site Size	**7,062**	**0.16**
Total Land Area	**7,062**	**0.16**
Excess/Surplus Land	No	
Corner	No	
Permitted Building Height	50 Feet	
Floor Area Ratio (FAR)	Not Available	
Site Topography	Level At street grade	
Site Shape	Generally Rectangular	
Site Grade	At street grade	
Site Quality	Average	
Site Access	Below Average	
Site Exposure	Fair	
Site Utility	Fair	
Utilities	Electric, sewer, and water available.	
Comments	No CAD parcel or county records data available for the subject.	

Adjacent Properties

North	Residential
South	Commercial
East	Vacant Land
West	Commercial

Accessibility Access to the subject site is considered below average overall.

STREET & TRAFFIC DETAIL

Street Improvements	Type	Direction	Lanes	Lights	Curbs	Sidewalks	Signals	Median	Parking	Center Lane	Bike Lane
Lexington Rd	Neighborhood street	Two-Way	2	x							
Frontage											
Lexington Rd	56.8 feet; . Railroad Crossing										

Exposure & Visibility Exposure of the subject is fair balancing the frontage on Lexington Rd, a neighborhood street, with the obscured visibility to northbound traffic from the

	gas station constructed to the southwest. This building was constructed near the adjoining property line, obscuring visibility of the subject to some degree.
Flood Plain	The subject is not located within a flood zone.
Seismic	The subject is in a no risk area.
Easements	A preliminary title report was not available for review. During the property inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there are no adverse easements present. If questions arise, further research is advised.
Soils	A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.
Hazardous Waste	I have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.
Site Rating	Overall, the subject site is considered below average as a land site in terms of its location, exposure and access to employment, education, and shopping centers, based on its location along a neighborhood street and bordering a railroad track.
Site Conclusion	The surrounding train tracks, gas station, on site power poles, and shape of the site limit the subject's overall utility.

PLAT MAP

Canada St
DOMINGO & AGUSTINA ZUNIGA
NANCY WILKINS
EZEQUIEL GONZALEZ
HUMBERTA M MATA
Lexington Rd
E 5th St
E 5th St
59'
139.92'
Approximate oundaries Drawn By Appraiser
ATM (ATM Link Inc.)
127'
ELGIN LLC
Approximately 7,062 SF
MAIN STOP GROCERY
57.2'
All dimensions are approximate
MAREDIA BUSINESS INC
Mainstop Car Wash
Lexington Rd
FIRST PRESBYTERIAN CHURCH OF ELGIN
JOSE A & KIM T TAMEZ
109
Jeanette Shelby Realty & Property Management
JEANETTE SHELBY
ROLLING RDR PROPERTIES LLC
Elgin Mini Storage
Temporarily closed

InterFlood by a la mode
Prepared for: Sunago Advisory Group, Inc
Mary Christian Burleson Homestead
Cub Scouts - pack 182
ZO Childminder
Outreach Mission Church
Mt Carmel Baptist Church
Elgin Seventh Day Adventist Church
Elgin Independent School District
Elgin Public Library
Morris Memorial Park
First United Methodist Church Elgin
First Baptist Church of Elgin, TX
School
E 10th St
E 8th St
Irene St
Lloyd Ln
Larson St
Robin Rd
N Ave H
Ila St
E Ila St
Arthur St
Bill St
Stabeno Dr
N Ave F
E 7th St
E 11th St
Creek 109
Taylor Rd
W 11th St
W 8th St
N Main St
E 5th St
N Ave E
E 4th St
N Ave J
W 7th St
N Ave A
E 3rd St
N Ave G
E 1st St
W 1st St
N Ave B
N Avenue C
N Main St
Martin Luther King Blvd
Maple Ln
Hillside Dr
W 2nd St
Depot St
Central Ave
S Ave C
E Austin St
S Ave A
S Ave B
W Austin St
Alley A St
E Brenham St
W Brenham St
S Ave D
Madison St
Kenney St
106
109
3000
300 yards
Google
Map data ©2022 Imagery ©2022 CAPCOG, Maxar Technologies, U.S. Geological Survey, USDA/FPAC/GEO
MAP DATA
FEMA Special Flood Hazard Area: No
Map Number: 48021C0100E
Zone: X
Map Date: January 19, 2006
FIPS: 48021
MAP LEGEND
Areas inundated by 500-year flooding
Areas inundated by 100-year flooding
Velocity Hazard
Protected Areas
Floodway
Subject Area
Powered by CoreLogic®

TAX HISTORY

The subject does not have any tax history available in public records.

CURRENT TAXATION & ASSESSMENT DESCRIPTION

In Texas, commercial real estate is assessed at 100% of market value. There is no tax assessment for the subject property available in public records. The estimated subject's assessed values and property taxes for the current year are summarized in more detail in the following table and pro forma.

The Bastrop County Tax Authority usually reassesses upon sale. Based on the parcel being owned by the City of Elgin and not having any public tax data available, we perceive that the risk of a reassessment is high.

Based on the scope of this assignment, any pending tax liens are not considered in the value conclusion.

TAX COMPARABLES

Tax comparables were not a specific scope of work requirement for this assignment. These comparables are reconciled and considered in our real estate tax forecast for the subject.

TAX COMPARABLES

	SUBJECT		COMP 1	COMP 2	COMP 3	LOW	HIGH	AVG
Name	Land Elgin		Amanda May	Ernest F Bogart	Prosperity Bank	-	-	-
Address	TBD Lexington Rd		112 E 2nd St	E 2nd St	31 N Main @ 1st Street	-	-	-
City	Elgin, TX		Elgin, TX	Elgin, TX	Elgin, TX	-	-	-
Taxing Authority	Bastrop County		Bastrop County	Bastrop County	Bastrop County			
APN	-		14220	14160	12388	-	-	-
Site SF	0		9,365	5,502	13,125	5,502	13,125	9,331
Assessment Period	2022	Pro Forma	2022	2022	2022			
Assessed Total	$0		$89,377	$36,684	$104,519	$36,684	$104,519	$76,860
Assessed $PSF	$0.00	#DIV/0!	$9.54	$6.67	$7.96	$6.67	$9.54	$8.06
Taxes Total	$0	$0	$2,285	$938	$2,672	$938	$2,672	$1,965
Taxes $PSF	$0.00	#DIV/0!	$0.24	$0.17	$0.20	$0.17	$0.24	$0.21

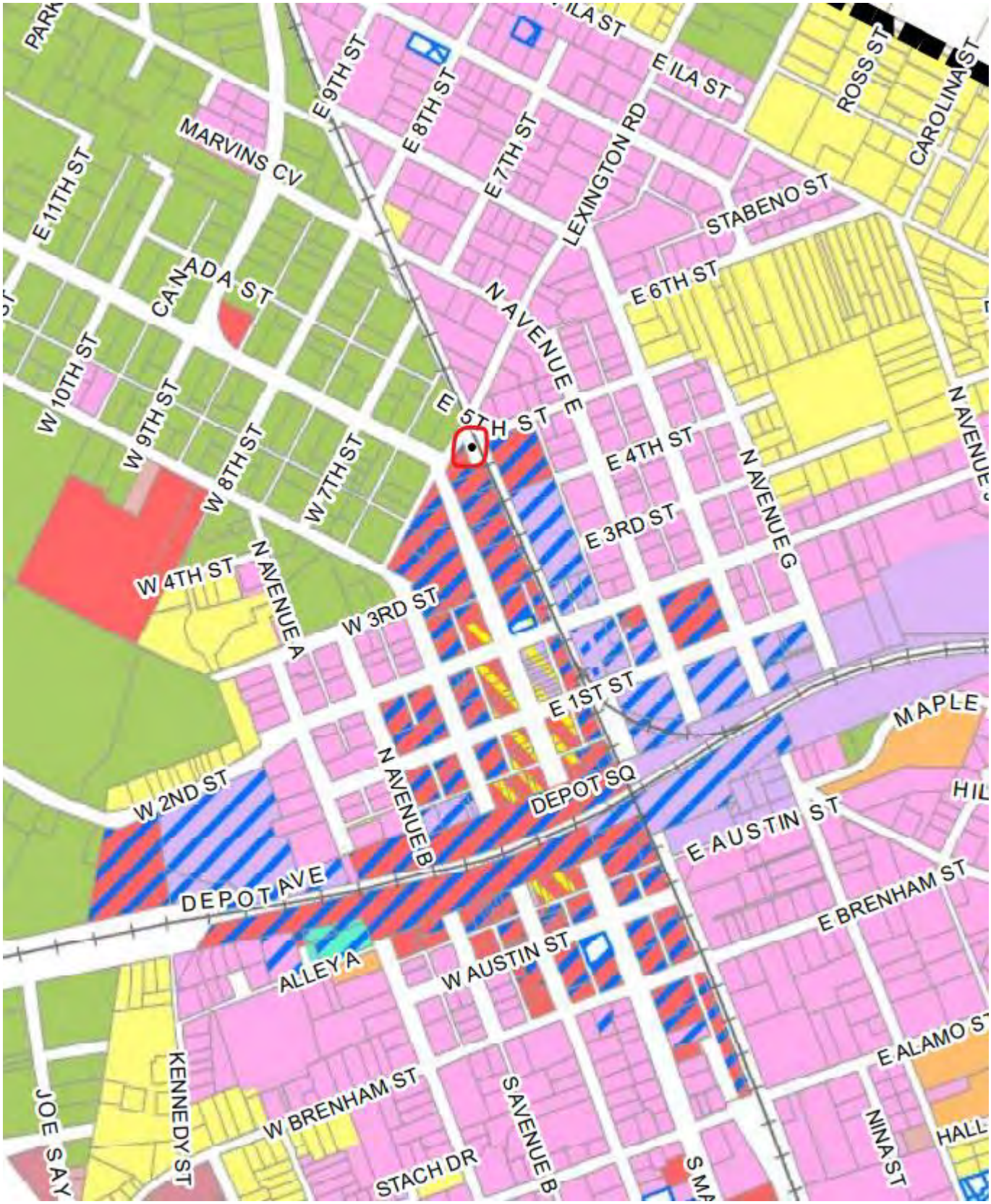
TAXES ESTIMATED FOR PRO FORMA

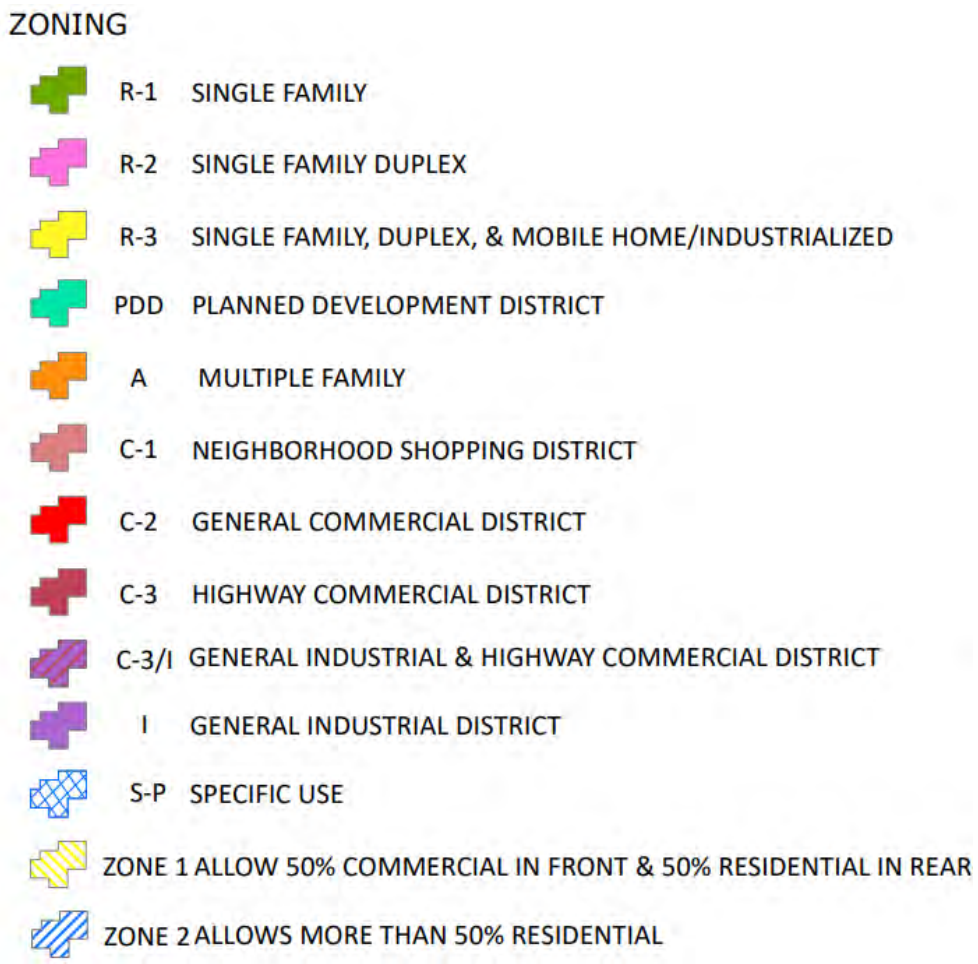
COMPONENT	PRO FORMA
Land	$56,921
Subtotal	$56,921
Assessed Value Ratio	100.00%
Assessed Value	**$56,921**
Taxes Current Millage Rate	2.90%
Subtotal for General Tax	$1,653
Estimated Discount for Early Pay	0.00%
Net Total	**$1,653**
TAXES ESTIMATED FOR PRO FORMA	$1,653

CONCLUSION

In this section, we analyzed the subject's historical and current assessment, as well as considered the subject's tax burden as it relates to its current stabilized market value on a fee simple basis. The conclusion shown above is supported by comparable data and utilized going forward in the analyses that is to follow.

ZONING MAP


E 9TH ST
E 8TH ST
E 7TH ST
LEXINGTON RD
E ILA ST
ROSS ST
CAROLINA ST
MARVINS CV
E 11TH ST
CANADA ST
STABENO ST
E 6TH ST
N AVENUE E
W 10TH ST
W 9TH ST
W 8TH ST
W 7TH ST
E 5TH ST
E 4TH ST
N AVENUE F
N AVENUE G
E 3RD ST
W 4TH ST
N AVENUE A
W 3RD ST
E 1ST ST
MAPLE
W 2ND ST
N AVENUE B
DEPOT SQ
E AUSTIN ST
DEPOT AVE
E BRENHAM ST
ALLEY A
W AUSTIN ST
E ALAMO ST
KENNEDY ST
W BRENHAM ST
S AVENUE B
NINA ST
STACH DR



ZONING	
Designation	General Commercial (C-2)
Zoning Authority	City of Elgin
Permitted Uses	Gas Station, Retail, Office, Restaurant, Etc.
Prohibited Uses	Industrial and heavy manufacturing.
Current Use	Vacant Land
Current Use Legally Permitted	Yes
Conforming Use	The subject does conform to the surrounding uses
Conforming Lot	The subject has a narrow lot for a commercial property.
Zoning Change	Anticipated
Parking Spaces Required	Yard area adequate to meet off-street parking

Source: City of Elgin Planning & Zoning Department

ZONING CONCLUSION

The subject property does not currently have zoning restrictions. We anticipate that the zoning would change to C-2 General Commercial. The parcels surrounding the subject are zoned as C-2 General Commercial.

In this section, market conditions which influence the subject property are analyzed. An overview of Retail supply and demand conditions for the Austin market and Bastrop County submarket is presented. Key supply and demand statistics for the most recent quarter, last year and historical averages over the past 10 years are summarized in the tables below.

RETAIL MARKET AND SUBMARKET DATA SUMMARY (10 YEARS)

		INVENTORY SUPPLY (SF)		VACANCY (%)	
QTR	YEAR	MARKET	SUBMARKET	MARKET	SUBMARKET
Q3	2022	129,544,331	6,464,117	13.6%	4.2%
Q2	2022	126,784,622	6,464,117	12.7%	4.9%
Q1	2022	126,021,476	6,464,117	12.6%	4.8%
Q4	2021	125,419,024	6,464,117	12.7%	4.8%
	2020	120,979,847	6,456,917	11.6%	3.3%
	2019	117,504,820	6,450,173	8.6%	3.8%
	2018	115,083,342	6,438,503	7.9%	4.6%
	2017	111,254,859	6,414,516	7.4%	4.8%
	2016	108,591,548	6,357,798	7.8%	3.7%
	2015	107,271,158	6,292,159	8.0%	4.6%
	2014	102,444,208	6,196,858	8.6%	5.7%
	2013	101,064,699	5,928,970	9.1%	6.4%
	2012	100,587,839	5,865,849	10.1%	6.8%
	2011				

		RENT $/SF		NET ABSORPTION (SF)	
QTR	YEAR	MARKET	SUBMARKET	MARKET	SUBMARKET
Q3	2022	$39.50	$15.58	1,160,722	42,887
Q2	2022	$39.93	$15.85	597,634	(4,242)
Q1	2022	$39.41	$14.82	671,709	(1,650)
Q4	2021	$39.29	$15.01	310,496	(124,671)
	2020	$36.78	$13.58	(399,434)	12,719
	2019	$36.40	$14.13	1,319,582	63,987
	2018	$34.00	$12.54	3,036,152	35,171
	2017	$33.12	$14.18	2,899,878	(16,218)
	2016	$31.86	$12.05	1,446,766	123,761
	2015	$30.02	$11.78	5,053,401	156,116
	2014	$27.32	$11.22	1,731,140	280,767
	2013	$26.42	$9.35	1,421,887	82,452
	2012	$25.18	$9.00	2,114,137	75,479
	2011			0	0

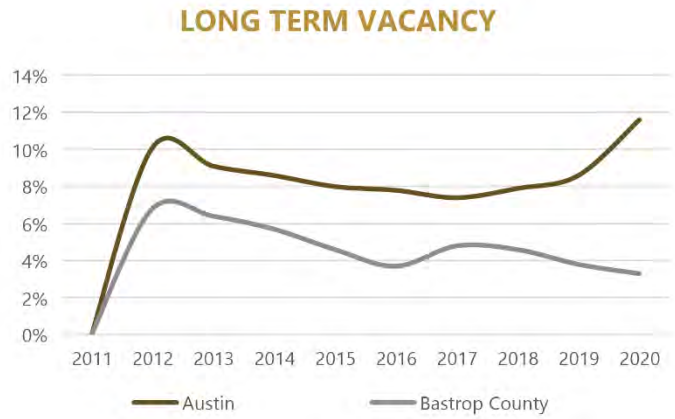
Source: CoStar Property®

The Austin Retail market demonstrates stable conditions. There has been little variance in supply over the last year. Vacancy has continued to remain stable last year to the most recent figure at 12.7%. Asking rents were stable across each quarter in 2022. Net absorption was positive for the last year.

The Bastrop County Retail submarket demonstrates mostly stable conditions. Vacancy had only minor fluctuations between 4.2% and 4.9% throughout 2022. Asking rents were relatively stable as well ranging from a low of $14.82/SF to a high of $15.85/SF with the most recent figure in-between at $15.01/SF. Net absorption was negative in Q1, Q2, and Q4 of 2022 but was positive in Q3.

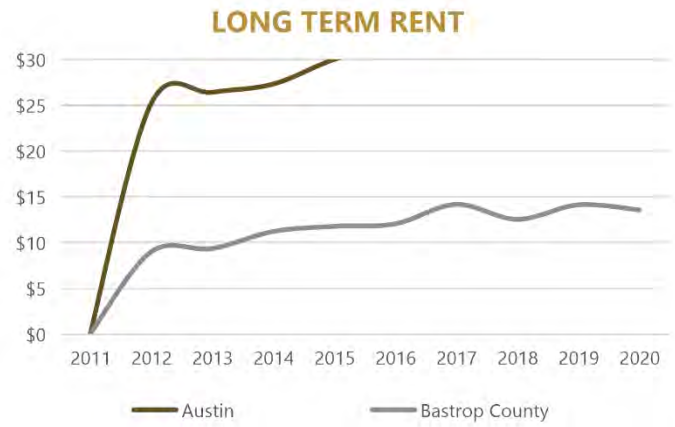
VACANCY

The following tables provide visual illustration of the long term and short term Retail vacancy for the Austin market and Bastrop County submarket.



RENTAL RATES

The following tables provide a visual illustration of rental Retail trends for the Austin market and Bastrop County submarket in the short and long term:



DELIVERIES

The following tables provides the recently delivered and under construction Retail supply for the Austin market and Bastrop County submarket:

DELIVERIES (SF)					
QTR	YEAR	MARKET	% OF TOTAL	SUBMARKET	% OF TOTAL
Q3	2022	2,759,709	2.1%	0	0.0%
Q2	2022	778,326	0.6%	2,000	0.0%
Q1	2022	660,950	0.5%	0	0.0%
Q4	2021	500,534	0.4%	0	0.0%
	2020	3,596,778	3.0%	149,576	2.3%
	2019	2,553,408	2.2%	359,670	5.6%
	2018	3,841,519	3.3%	23,987	0.4%
	2017	2,744,991	2.5%	59,422	0.9%
	2016	1,370,033	1.3%	82,420	1.3%

UNDER CONSTRUCTION (SF)					
QTR	YEAR	MARKET	BUILDINGS	SUBMARKET	BUILDINGS
Q3	2022	7,643,866	105	301,000	2
Q3	2021				
Q3	2020	8,027,954	125	143,590	6
Q3	2019	6,475,202	114	193,670	5
Q3	2018	4,733,582	115	6,285	1

CONCLUSION

Overall, investors would recognize these general retail conditions and the subject's positioning in the immediate market area as having a positive overall influence when contemplating purchase of the subject.

SUBJECT PROPERTY ANALYSIS

The subject property, located on Lexington Rd, Elgin, TX, is situated between train tracks to the East, and a gas station, located at 511 N Main St, to the West. The land is in the Bastrop County submarket.

The subject is a narrow parcel that is reported by the client to be owned by the City of Elgin and currently has no zoning however, new zoning is likely under new ownership. According to our research, the subject would have no side or rear setbacks per the city of Elgin zoning ordinance.

The market generally classifies the subject as a below average Retail investment property that if exposed to the open market would command average interest from local buyers that are actively pursuing similar investment properties in the sub $100,000 price range. Currently there is average buyer demand, while there is average availability for this property type on the supply side.

Based on the above factors the subject is considered to have below average investment appeal. Further, the subject is considered to have average overall tenant appeal with a below average competitive position for attracting and retaining tenants.

INTRODUCTION

The highest and best use of the subject property provides the foundation for the valuation section. Highest and best use is defined in the 7th edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2022), as follows:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.
3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.

Highest and best use analysis uses the following steps for the subject:

- Highest & Best Use As Vacant
- Determination of the ideal improvements
- Highest & Best Use As Vacant
- Conclusion of the Highest & Best Use

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the macroeconomic overview of a general market study, through more detailed marketability studies and analyses of financial feasibility, to the formal analysis of highest and best use. In theory, the highest and best use is commonly described as that reasonable and most profitable use that will support its highest present value. The highest and best use, or most profitable use, must be legally permissible, physically possible, financially feasible, and maximally productive.

This section develops the highest and best use of the subject property As-Vacant and As Vacant.

AS VACANT ANALYSIS

In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

Legally Permissible

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. Permitted uses of the subject's General Commercial (C-2) include gas station, retail, office, restaurant, etc. projects. Zoning change is likely; therefore, uses outside of those permitted by the C-2 zoning are not considered moving forward in the as-vacant analysis.

Physical Possible

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. In terms of physical features, the subject site totals 0.1621-acres (7,062 SF), it is generally rectangular in shape and has a level topography. The site has fair exposure and below average overall access. There are electrical power poles on the subject parcel that run parallel to the neighboring train tracks and limit the usable area of the site.

Financial Feasibility
Based on the analysis of the subject's market and an examination of costs, a newly constructed building similar to the subject would likely have a value commensurate with its cost; however, a speculative build is not prudent, and the site should only be developed for an identified user.

Maximum Productivity
Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as-vacant concluded to be any legally permissible use that will fit within the physical constraints of the site..

AS VACANT ANALYSIS

Any legally permissible use that will fit within the physical constraints of the site is the Highest and Best Use of the subject As Vacant.

MOST PROBABLE BUYER

Based on the type of property and the income generating potential of the improvements, it is our opinion that the most probable buyer for the subject would be an owner/user, local, or regional investor.

In traditional valuation theory, the three approaches to estimating the value of an asset are the cost approach, sales comparison approach, and income capitalization approach. Each approach assumes valuation of the property at the property's highest and best use. From the indications of these analyses, an opinion of value is reached based upon expert judgment within the outline of the appraisal process.

SITE VALUATION

The site value is a specific scope requirement of this assignment. Considering the subject property comprises a vacant site, the inclusion of estimate of vacant land value is deemed appropriate. Therefore, a valuation of the subject site has been provided herein.

CORRELATION AND CONCLUSION

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple)

INTRODUCTION

This section values the subject site by comparing it with substitute land sales or listings within the local market area or in competitive areas throughout the region. Land value is influenced by several factors; most notably development and use potential. These factors, as well as others, are factored in the following analysis.

UNIT OF COMPARISON

The most relevant unit of comparison for competing land is the $/SF. All the comparable sales presented in this section were reported on this basis.

ADJUSTMENTS

Adjustments to the comparable sales were considered and made when warranted for expenditures after purchase, property rights transferred, conditions of sale, financing terms, and market conditions.

1. **Property Rights -** All of the sales comparables were fee simple sales reflecting the property rights appraised herein per the agreed upon scope of work.
2. **Financing -** The sales all reflected typical cash equivalent, lender-financed transactions and no adjustments were required for financing terms.
3. **Sale Conditions -** None of the comparables required a condition of sale adjustment, as all were confirmed to be arm's length transactions.
4. **Expenditures After Sale -** Expenses that the buyer incurs after purchase (demolition, cleanup costs, etc.). Land Sales 1 and 5 required upward adjustment for demolition costs of existing improvements.
5. **Market Conditions (Time) -** Based on the analysis performed, which includes research and interpretation of value trends of the comparables presented herein, a market conditions adjustment of 3% is applied on an Annual basis reflecting the relatively consistent appreciation that occurred between the oldest comparable sale date up through the effective valuation date.

QUANTITATIVE ADJUSTMENT PROCESS

Quantitative percentage adjustments are also made for location and physical characteristics such as size, location quality, access, exposure, as well as other applicable elements of comparison. Where possible the adjustments applied are based on paired data or other statistical analysis. It should be stressed that the adjustments are subjective in nature and are meant to illustrate the logic in deriving a value opinion for the subject property by the Land Sales Comparison Approach.

COMPARABLE SELECTION

A thorough search was made for similar land sales in the area. The parameters of the survey were highest and best use, zoning, proximity to the subject, size, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales used represent the best comparables available for this analysis.

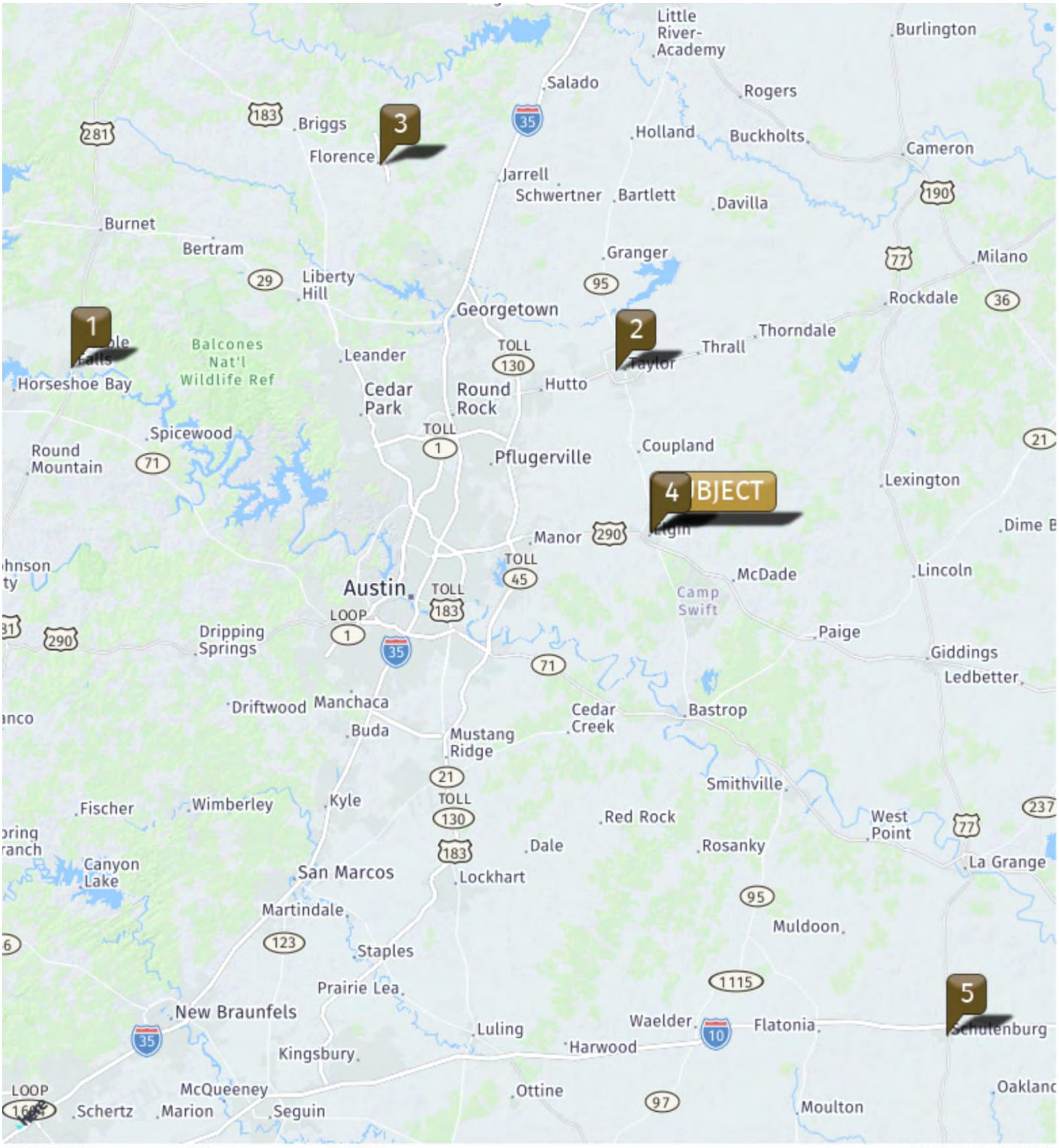
We had to extend the search area beyond the city of Elgin to find a similar size lot with similar attributes. The subject is a narrow lot with a narrow road frontage that abuts a railroad track. We searched similar smaller towns that have easy access to major cities to find lots that were comparable to the subject.

PRESENTATION

The following Land Sales Comparison Table, location map and exhibits summarize the sales data. Following these items, the sales are adjusted for applicable elements of comparison and the site value is concluded.

LAND SALES COMPARISON TABLE

	SUBJECT	COMP 1		COMP 2		COMP 3		COMP 4		COMP 5	
Name	Land Elgin	.16 Acres - $21.26/sf		Taylor Land		Florence Land		Elgin Land		.24 Acres - $5.74/sf	
Address	TBD Lexington Rd	319 US-281		214 Lizzie St		203 S Patterson Ave		112 E 2nd St		640 N Main St	
City	Elgin	Marble Falls		Taylor		Florence		Elgin		Schulenburg	
State	TX	TX		TX		TX		TX		TX	
Zip	78621	78654		76574		76527		78621		78956	
County	Bastrop	Burnet		Williamson		Williamson		Bastrop		Fayette	
Submarket	Bastrop County	Texas West		Williamson County		Williamson County		Bastrop County		Central TX Area	
Parcel	-	28368		R566266		R010904		R14220		97602	
SALE INFORMATION											
Transaction Price		$150,000		$65,000		$85,000		$185,000		$60,000	
Transaction Price $/SF		$21.26		$10.66		$12.35		$19.75		$5.74	
Property Rights [1]		Fee Simple		Fee Simple		Fee Simple		Fee Simple		Fee Simple	
Market Conditions [5]		4/1/2020	8%	4/9/2021	5%	6/19/2022	2%	10/3/2022	1%	10/6/2022	1%
Sale Status		Recorded		Recorded		Recorded		Pending		In Contract	
Marketing Status		-		Open Market		Open Market		Open Market		Open Market	
Marketing Period (Months)		-		0.1 Mos.		0.3 Mos.		2.8 Mos.		14.0 Mos.	
Total Transactional Adjustments		$1.76	8%	$0.56	5%	$0.20	2%	$0.15	1%	$0.04	1%
Adjusted $/SF		**$23.02**		**$11.22**		**$12.55**		**$19.90**		**$5.78**	
PHYSICAL INFORMATION											
Square Feet	7,062	7,057		6,098		6,882		9,365		10,454	15%
Location	Average	Very Good	(15%)	Fair	10%	Fair	10%	Good	(10%)	Fair	20%
Access	Below Average	Average	(5%)	Average	(5%)	Average	(5%)	Average	(5%)	Below Average	
Exposure	Fair	Good	(20%)	Above Average	(15%)	Below Average	(5%)	Average	(10%)	Fair	(10%)
Shape	Generally Rectangular	Rectangular		Rectangular		Rectangular		Generally Rectangular		Rectangular	
Zoning	C-2	C3		B-1		C1 District		C-2		GC	
Topography	Level	Level		Level		Level		Level		Level	
Site Utility	Fair	Average	(10%)	Average	(10%)	Average	(10%)	Average	(10%)	Fair	
Frontage Feet	56.8	47.4	(10%)	55.9		61.2		52.4		57.1	
Expenditures After Sale	None	None		None		None		Old Mill Removal	5%	None	
Total Physical Adjustments		($13.81)	(60%)	($2.24)	(20%)	($1.25)	(10%)	($5.97)	(30%)	$1.45	25%
Adjusted $/SF		**$9.21**		**$8.98**		**$11.30**		**$13.93**		**$7.23**	



COMPARABLE	LABEL	ADDRESS	MILES FROM SUBJECT
COMPARABLE 1	1	319 US-281, Marble Falls, TX, 78654	55.9
COMPARABLE 2	2	214 Lizzie St, Taylor, TX, 76574	15.3
COMPARABLE 3	3	203 S Patterson Ave, Florence, TX, 76527	42.0
COMPARABLE 4	4	112 E 2nd St, Elgin, TX, 78621	0.1
COMPARABLE 5	5	640 N Main St, Schulenburg, TX, 78956	54.1

LAND SALE EXHIBITS

COMPARABLE 1

COMPARABLE 2

COMPARABLE 3

COMPARABLE 4

COMPARABLE 5

LAND SALES ADJUSTMENT DISCUSSION

The comparable land sales indicate an overall unadjusted value range from $5.74/SF to $21.26/SF, and average of $13.95/SF. After adjustments, the comparables indicate a narrower range for the subject site between $7.23/SF and $13.93/SF with an average of $10.13/SF. The adjustment process is described below.

Land Sale 1

This comparable is located in Marble Falls which is a little further away from Austin however, the land and properties typically have higher values than Elgin. The property faces the main thoroughfare through Marble Falls and has good exposure. Overall, this site is superior to the subject.

Land Sale 2

This comparable is similar in size to the subject however it is not adjacent to a railroad track. This property has average access and above average exposure making it a slightly superior site to the subject.

Land Sale 3

The comp has a fair location as it is in Florence, which is a notably smaller town than Elgin, and is a bit further from the Austin CBD than the subject. While Florence is a smaller town, Sale 2 is situated on one of the main roadways in the town. This warranted a superior access and exposure rating compared to the subject. Site utility is superior as there are no intrusive power poles or rail roads.

Land Sale 4

This comparable is currently pending and located in Elgin approximately .2 miles South along the same railroad tracks and is considered the closest comparable to the subject in quality, size, and overall use however its location on the busier road makes it a slightly superior property. The property does currently have an old mill on it that will have to be demolished upon purchase to allow for future development.

Land Sale 5

This comparable is currently pending in Schulenburg, TX which is considered a fair location. Schulenburg has not seen the large increases and demands that the towns in closer proximity to Austin have seen. Overall, it is considered an inferior property despite being a corner location.

LAND VALUE CONCLUSION

The comparables indicate a unit value, based on a general bracketing analysis, between $7.23/SF and $13.93/SF. Based on the subject's overall locational and physical features, a unit value conclusion of $10.00/SF is supported. The following table summarizes the comparable land sales analysis and applies the unit value conclusion to the site area to provide an indication of the as-vacant land value.

LAND SALES COMPARISON APPROACH CONCLUSION (SF)

	TRANSACTION	ADJUSTMENT				NET	GROSS
	PRICE	TRANSACTIONAL[1]	ADJUSTED	PROPERTY[2]	FINAL	ADJ	ADJ
1	$21.26	8%	$23.02	(60%)	$9.21	(57%)	68%
2	$10.66	5%	$11.22	(20%)	$8.98	(16%)	45%
3	$12.35	2%	$12.55	(10%)	$11.30	(9%)	32%
4	$19.75	1%	$19.90	(30%)	$13.93	(29%)	41%
5	$5.74	1%	$5.78	25%	$7.23	26%	46%
HIGH	*$21.26*	*8%*	*$23.02*	*25%*	*$13.93*	*26%*	*68%*
AVG	*$13.95*	*3%*	*$14.49*	*(19%)*	*$10.13*	*(17%)*	*46%*
MED	*$12.35*	*2%*	*$12.55*	*(20%)*	*$9.21*	*(16%)*	*45%*
LOW	*$5.74*	*1%*	*$5.78*	*(60%)*	*$7.23*	*(57%)*	*15%*

	SUBJECT SF		$/SF		VALUE
Total Land Area	7,062	x	$10.00	=	$70,620
INDICATED VALUE (ROUNDED TO NEAREST $5,000)			$9.91		$70,000

[1]Cumulative [2]Additive

RECONCILIATION OF VALUE CONCLUSIONS

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple) .

The Reconciliation of Value Conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. Below, the individual strengths and weaknesses of each approach are analyzed.

After considering all factors relevant to the valuation of the subject property, equal emphasis is placed on the Sales Comparison Approach in the following As-Is market value.

RECONCILIATION OF VALUES	
VALUATION SCENARIOS	AS-IS MARKET VALUE
Interest	Fee Simple
Date	December 28, 2022
LAND VALUE	
LAND CONCLUSION	**$70,000**
$/SF Total Land Area	$10
FINAL VALUE CONCLUSION	
FINAL VALUE CONCLUSION	**$70,000**
$/SF Total Land Area	$10

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signer are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signer of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- Brian R Biggs CPA, MAI has performed no services, specifically as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The signer is not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute, and the *Uniform Standards of Professional Appraisal Practice*, as set forth by the Appraisal Standards Board of the Appraisal Foundation.
- Brian R Biggs CPA, MAI inspected the property that is the subject of this report.
- James Smith, TX Appraiser Trainee # 1342677 and Adam Peglar, TX Appraiser Trainee # 1342855 provided significant real property appraisal assistance to the appraisers signing the certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Brian R Biggs CPA, MAI has completed the continuing education program for Designated Members of the Appraisal Institute.

Brian R Biggs CPA, MAI
Certified General Real Estate Appraiser
Texas License No. 1380237
Expiration Date 7/31/2023

- Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.
- This analysis assumes that the information provided for this appraisal accurately reflect the current condition of the subject property.
- This report shall be used for its intended purpose only, and by the party to whom it is addressed. Possession of this report does not include the right of publication.
- The appraiser may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.
- The statements of value and all conclusions shall apply as of the dates shown herein.
- There is no present or contemplated future interest in the property by the appraiser which is not specifically disclosed in this report.
- Without the written consent or approval of the author neither all, nor any part of, the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media. This applies particularly to value conclusions and to the identity of the appraiser and the company with which the appraiser is connected.
- This report must be used in its entirety. Reliance on any portion of the report independent of others, may lead the reader to erroneous conclusions regarding the property values. Unless approval is provided by the author no portion of the report stands alone.
- We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.
- The appraisal has provided exhibits to assist the client(s)/intended user(s) to understand from a graphical standpoint some of the salient issues which impact the subject property. We have made no survey of the property and if further verification is required, a survey by a registered surveyor is advised.
- The appraiser assumes no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein. This analysis assumes that no asbestos or other hazardous materials are stored or found in or on the subject property. If evidence of hazardous materials of any kind occurs, the reader should seek qualified professional assistance. If hazardous materials are discovered and if future market conditions indicate an impact on value and increased perceived risk, a revision of the concluded values may be necessary.
- The valuation stated herein assumes professional management and operation of the buildings throughout the lifetime of the improvements, with an adequate maintenance and repair program.
- The liability of Sunago Advisory Group, its principals, agents, and employees is limited to the client. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency in the property.
- The appraiser is not qualified to detect the presence of toxic or hazardous substances or materials which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the degree of fault. Sunago Advisory Group and its principals, agents, employees, shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.
- The appraiser assumeS no responsibility for determining if the subject property complies with the Americans with Disabilities Act (ADA). Sunago Advisory Group, its principals, agents, and employees, shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance.
- This appraisal assumes that the subject meets an acceptable level of compliance with ADA standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be reduced from the reported value conclusion.
- Unless otherwise noted herein, a detailed soils study was not provided for this analysis. The subject's soils and sub-soil conditions are assumed to be suitable based upon a visual inspection of the subject property and surrounding properties, which did not indicate evidence of excessive settling or unstable soils. No certification is made regarding the stability or suitability of the soil or sub-soil condition.

BRIAN R. BIGGS CPA, MAI

MANAGING DIRECTOR AND PRINCIPAL
Sunago Advisory Group, Inc.

https://www.linkedin.com/in/brian-biggs-mai

EDUCATION AND QUALIFICATIONS

MAI – Member Appraisal Institute

BS Business Administration – Accounting, University of Texas, Dallas, TX

MBA Graduate Studies and Adjunct Instructor, Florida Tech University, Melbourne, FL

STATE CERTIFICATIONS

- Alabama
- Arizona
- Arkansas
- Florida
- Georgia
- Kansas
- Louisiana
- Mississippi
- Missouri
- New Mexico
- New York
- Oklahoma
- North Carolina
- South Carolina
- Tennessee
- **Texas** [Home State]

CONTACT DETAILS

512-657-9666 Mobile
brian.biggs@sunago.com

Sunago Advisory Group, Inc.
127 W Colorado Ave
La Grange, TX 78945
512-657-1551 Office
www.sunago.com

EXPERIENCE

Brian Biggs provides strategic advisory and asset management services to owners, operators, and developers of commercial properties across the United States and the Caribbean, with special expertise in hotel and resort transactions. As Managing Director and Principal of Sunago Advisory Group, Inc., Brian leads a team of residential and commercial experts, sharing best practices and leveraging unique backgrounds and insights to deliver great results for their clients.

Brian's diverse background includes a wide range of experience in lodging and finance, paving the way for a unique perspective in the hospitality industry. With 20+ years of experience, Brian's valuation assignments have involved a wide variety of property types including lodging, office, industrial, residential, retail, strip centers, multi-family, medical office, restaurants, self-storage, commercial and residential land, and special purpose properties. Brian has also provided expert witness testimony in US Bankruptcy Courts and Circuit Courts.

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS AND ACCREDITATIONS

Appraisal Institute (MAI) – Member No. 448256
American Institute of CPA's – Member No. 1710960
ASFMRA – Associate
Texas Chapter of ASFMRA – Associate
Florida Certified Public Accountant (CPA) License #AC36788
Florida Real Estate Broker License #BK3055446

QUALIFIED EXPERT WITNESS

US Bankruptcy Court Middle District Orlando
US Bankruptcy Court Middle District Tampa
US Bankruptcy Court Middle District Jacksonville
Circuit Court 6th District Pinellas County
Circuit Court 7th Volusia County

PROFESSIONAL BACKGROUND

- Sunago Advisory Group, Inc. – Managing Director and Principal (2004-Present)
- Colliers – Valuation Services Director, Hotels (2017-2022)
- LW Hospitality Advisors – Senior Vice President Asset Management (2015-2017)
- LW Hospitality Advisors – Senior Vice President (2013-2015)
- CBRE – Vice President, Lodging Specialist (2005-2013)
- Four Seasons Hotels and Resorts – Director of Finance (1992-2003)
- Bristol Hotels and Resorts – Accounting and Room Division (1985-1992)

REPRESENTIVE CLIENTS AND PROJECTS

- Fifth Third Bank
- Skyline Investments Inc.
- Celtic Bank
- Sunflower First National Bank
- First Savings Bank
- BancorpSouth Bank
- First Lockhart Bank
- WestStar Bank
- National Bank and Trust
- Colliers Asset Management UK
- BGI Hospitality Advisors
- Hays Development Group, Inc.
- Fay Hospitality Catskills
- Elbow Beach Resort, Bermuda
- Four Seasons Resort, Nevis

BRIAN RICHARD BIGGS
1106 MAIN STREET
UNIT 2138
BASTROP, TX 78602

TALCB
TEXAS APPRAISER LICENSING & CERTIFICATION BOARD

Certified General Real Estate Appraiser

Appraiser: **Brian Richard Biggs**
License #: **TX 1380237 G** License Expires: **07/31/2023**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ATLAS CONSTRUCTION CORPORATION OF GRANITE SHOALSTEXAS FOR ROY RIVERS PHASE IV UTILITIES AND MAKING CERTAIN FINDINGS RELATED THERTO.

DEPARTMENT: Public Works

PROPOSED ACTION: Review and Consider the proposal from Atlas Construction Corporation

BACKGROUND:
Earlier this year, the City and Economic Development Corporation supported a planned development district known as the "Rhodes Tract" that has retail development among other things. This proposal before council is for staff to move forward with the utility infrastructure needed to serve this development. Staff have sent out requests and received a number of bids, listed in the attached packet. Staff now makes this recommendation to select Atlas Construction for the utility install. The utilities would extend from the end of Roy Rivers Dr. to the Rhodes Tract. This Project is funded by the Economic Development Department and has no impact on City Staff.

BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
Review and Approve the proposal as presented.

ATTACHMENTS:
1. RESRoyriversutilitesIII
2. Bid Award Recommendation - Elgin Roy Rivers Phase IV Utilities

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH ATLAS CONSTRUCTION CORPORATION OF GRANITE SHOALSTEXAS FOR ROY RIVERS PHASE IV UTILITIES AND MAKING CERTAIN FINDINGS RELATED THERTO.

WHEREAS, the Elgin City Council and the Elgin Economic Development Corporation have established certain development agreements in The Elgin Business Park at the end of Roy Rivers Dr, and;

WHEREAS, The City and the Economic Development staff have made commitments to facilitating certain utility infrastructure to serve the Business park retail area and;

WHEREAS, the City Engineering staff have sent out request for proposals and have reviewed them and present them to you now, and;

WHEREAS, staff recommend awarding the project as proposed to Atlas Construction Corporation, of Granite Shoals, Texas with the details specified in the attached bid recommendation documents.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to execute an agreement with Atlas Construction Corporation, of Granite Shoals in the amount listed in the proposal package attached.

Section 4. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 5. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 8th day of October 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
ESMERALDA RANGEL, Assistant City Secretary

505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

October 8, 2024

Honorable Theresa McShan, Mayor and City Council
City of Elgin
310 N. Main Street
Elgin, Texas 78621

ATTN: Thomas Mattis, City Manager

RE: Roy Rivers Phase IV - Utilities
Bid Award Recommendation

Dear Mayor McShan:

Eight sealed bids were received on September 26, 2024, at 11:00 AM for the above-referenced project. The base bids ranged from a low of $393,107.59 from Atlas Construction Corp., of Granite Shoals to a high of $484,943.00 from Royal Vista, Inc., of Liberty Hill. A detailed bid tabulation is attached for your reference.

The project consists of approximately 1,800 LF of 12" C900 PVC Water Line and approximately 900 LF of 10" SDR-26 PVC Wastewater Line.

The low bidder, Atlas Construction Corp., has completed similar work in the past. TRC conducted reference checks on projects supplied by the contractor and found that Atlas Construction Corp. has completed those projects to the satisfaction of both the Owners and the Engineers. References are attached for your reference.

Therefore, it is recommended that the City award the project to the low bidder, Atlas Construction Corp., in the amount of $393,107.59. The contractor has a bid bond and will be required to furnish a payment and performance bond to the City upon execution.

If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

William Wachel, PE
Vice President

Attachment: Bid Tabulation, Contractor Reference Checks

City of Elgin
Roy Rivers Phase IV Utilities
Bid Tab
September 26, 2024 - 11:00 AM

				Atlas Construction Corp. 316 Sunset Drive Granite Shoals, TX 78654		EVT Construction, LLC 9005 S FM 973 Austin, TX 78719		Lee Contractors, Inc. 140-D Market Street Georgetown, TX 78626		Packsaddle Management PO Box 4385 Horseshoe Bay, TX 78657	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID										
P.1	Mobilization/De-mobilization	1	L.S.	$30,527.64	$30,527.64	$6,631.00	$6,631.00	$46,940.41	$46,940.41	$21,275.00	$21,275.00
P.2	6" DR PVC Water Line	15	L.F.	$96.44	$1,446.60	$57.00	$855.00	$54.13	$811.95	$107.00	$1,605.00
P.3	12" DR PVC Water Main	1,662	L.F.	$95.02	$157,923.24	$95.00	$157,890.00	$107.05	$177,917.10	$95.00	$157,890.00
P.4	24" OD 1/4" Smooth Steel Casing	75	L.F.	$282.71	$21,203.25	$362.00	$27,150.00	$259.19	$19,439.25	$321.00	$24,075.00
P.5	6" Seat gate valves	3	EA.	$2,180.15	$6,540.45	$2,226.00	$6,678.00	$2,158.58	$6,475.74	$2,600.00	$7,800.00
P.6	12" Seat gate valves	4	EA.	$4,839.60	$19,358.40	$5,652.00	$22,608.00	$4,216.39	$16,865.56	$5,005.00	$20,020.00
P.7	Fire Hydrant Assembly	3	EA.	$5,791.25	$17,373.75	$7,220.00	$21,660.00	$6,722.46	$20,167.38	$5,687.00	$17,061.00
P.8	Connection to existing water main	1	EA.	$1,784.49	$1,784.49	$6,536.00	$6,536.00	$4,527.95	$4,527.95	$1,528.00	$1,528.00
P.9	Tracer detection wire	1,752	L.F.	$1.99	$3,486.48	$0.50	$876.00	$0.25	$438.00	$1.00	$1,752.00
P.10	DI main line fittings	1.64	TON	$9,634.52	$15,800.61	$9,500.00	$15,580.00	$14,625.07	$23,985.11	$10,000.00	$16,400.00
P.11	OSHA trenching (Water Lines)	1,752	L.F.	$1.60	$2,803.20	$2.75	$4,818.00	$0.84	$1,471.68	$2.00	$3,504.00
P.12	10" sewer pipe at 0' - 6' Depth	402	L.F.	$69.25	$27,838.50	$68.00	$27,336.00	$65.93	$26,503.86	$78.00	$31,356.00
P.13	10" sewer pipe at 6' - 12' Depth	108	L.F.	$77.64	$8,385.12	$73.50	$7,938.00	$65.93	$7,120.44	$85.00	$9,180.00
P.14	10" sewer pipe at 12' - 16' Depth	302	L.F.	$83.19	$25,123.38	$80.00	$24,160.00	$65.93	$19,910.86	$92.00	$27,784.00
P.15	20" OD 3/8" smooth steel casing	75	L.F.	$206.71	$15,503.25	$231.00	$17,325.00	$187.14	$14,035.50	$238.00	$17,850.00
P.16	Connect to existing sewer stub-out	1	EA.	$1,227.86	$1,227.86	$1,265.00	$1,265.00	$1,209.75	$1,209.75	$1,100.00	$1,100.00
P.17	4' Diameter manholes	4	EA.	$3,829.47	$15,317.88	$6,920.00	$27,680.00	$3,265.24	$13,060.96	$9,100.00	$36,400.00
P.18	Extra depth to manholes	1	V.F.	$304.38	$304.38	$183.00	$183.00	$250.00	$250.00	$400.00	$400.00
P.19	Raven Series Lining on manholes	24	V.F.	$149.56	$3,589.44	$270.00	$6,480.00	$285.60	$6,854.40	$232.00	$5,568.00
P.20	OSHA trenching (Sewer Lines)	812	L.F.	$1.60	$1,299.20	$2.50	$2,030.00	$0.91	$738.92	$3.00	$2,436.00
P.21	Video proposed sanitary sewer	812	L.F.	$10.70	$8,688.40	$3.50	$2,842.00	$2.00	$1,624.00	$2.00	$1,624.00
P.22	SWP3	1	L.S.	$7,582.07	$7,582.07	$4,750.00	$4,750.00	$8,596.00	$8,596.00	$22,825.00	$22,825.00
TOTAL BASE BID					**$393,107.59**		**$393,271.00**		**$418,944.82**		**$429,433.00**

City of Elgin
Roy Rivers Phase IV Utilities
Bid Tab
September 26, 2024 - 11:00 AM

				Sovrex, LLC. 4040 Broadway St, Ste 240 San Antonio, TX 78209		M&C Fonseca 1901 Prairie Creek Road Granite Shoals, TX 78654		K&R Flanigan Construction 5114 Lampasas Lane Belton, TX 76513		Royal Vista, Inc. 350 CR 260 Liberty Hill, TX 78642	
Item	Item Description	Qty.	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
	BASE BID										
P.1	Mobilization/De-mobilization	1	L.S.	$35,000.00	$35,000.00	$15,000.00	$15,000.00	$77,466.00	$77,466.00	$40,000.00	$40,000.00
P.2	6" DR PVC Water Line	15	L.F.	$42.00	$630.00	$75.00	$1,125.00	$67.80	$1,017.00	$30.00	$450.00
P.3	12" DR PVC Water Main	1,662	L.F.	$90.00	$149,580.00	$92.00	$152,904.00	$79.60	$132,295.20	$110.00	$182,820.00
P.4	24" OD 1/4" Smooth Steel Casing	75	L.F.	$345.00	$25,875.00	$300.00	$22,500.00	$324.50	$24,337.50	$220.00	$16,500.00
P.5	6" Seat gate valves	3	EA.	$3,500.00	$10,500.00	$2,500.00	$7,500.00	$1,691.00	$5,073.00	$3,500.00	$10,500.00
P.6	12" Seat gate valves	4	EA.	$6,250.00	$25,000.00	$5,500.00	$22,000.00	$4,182.00	$16,728.00	$5,500.00	$22,000.00
P.7	Fire Hydrant Assembly	3	EA.	$6,800.00	$20,400.00	$6,500.00	$19,500.00	$5,498.00	$16,494.00	$6,000.00	$18,000.00
P.8	Connection to existing water main	1	EA.	$5,500.00	$5,500.00	$2,400.00	$2,400.00	$6,744.00	$6,744.00	$4,000.00	$4,000.00
P.9	Tracer detection wire	1,752	L.F.	$0.50	$876.00	$1.00	$1,752.00	$1.90	$3,328.80	$1.25	$2,190.00
P.10	DI main line fittings	1.64	TON	$15,000.00	$24,600.00	$9,000.00	$14,760.00	$13,859.00	$22,728.76	$17,500.00	$28,700.00
P.11	OSHA trenching (Water Lines)	1,752	L.F.	$3.75	$6,570.00	$2.00	$3,504.00	$0.50	$876.00	$6.00	$10,512.00
P.12	10" sewer pipe at 0' - 6' Depth	402	L.F.	$59.00	$23,718.00	$90.00	$36,180.00	$100.60	$40,441.20	$75.00	$30,150.00
P.13	10" sewer pipe at 6' - 12' Depth	108	L.F.	$62.00	$6,696.00	$120.00	$12,960.00	$108.90	$11,761.20	$80.00	$8,640.00
P.14	10" sewer pipe at 12' - 16' Depth	302	L.F.	$78.00	$23,556.00	$140.00	$42,280.00	$130.60	$39,441.20	$95.00	$28,690.00
P.15	20" OD 3/8" smooth steel casing	75	L.F.	$510.00	$38,250.00	$475.00	$35,625.00	$260.70	$19,552.50	$225.00	$16,875.00
P.16	Connect to existing sewer stub-out	1	EA.	$1,800.00	$1,800.00	$1,400.00	$1,400.00	$3,091.00	$3,091.00	$1,500.00	$1,500.00
P.17	4' Diameter manholes	4	EA.	$6,500.00	$26,000.00	$5,000.00	$20,000.00	$4,583.00	$18,332.00	$6,500.00	$26,000.00
P.18	Extra depth to manholes	1	V.F.	$800.00	$800.00	$245.00	$245.00	$282.00	$282.00	$500.00	$500.00
P.19	Raven Series Lining on manholes	24	V.F.	$465.00	$11,160.00	$250.00	$6,000.00	$281.00	$6,744.00	$265.00	$6,360.00
P.20	OSHA trenching (Sewer Lines)	812	L.F.	$3.75	$3,045.00	$8.00	$6,496.00	$4.80	$3,897.60	$8.00	$6,496.00
P.21	Video proposed sanitary sewer	812	L.F.	$7.00	$5,684.00	$8.00	$6,496.00	$5.60	$4,547.20	$5.00	$4,060.00
P.22	SWP3	1	L.S.	$4,500.00	$4,500.00	$20,000.00	$20,000.00	$6,283.00	$6,283.00	$20,000.00	$20,000.00
TOTAL BASE BID					**$449,740.00**		**$450,627.00**		**$461,461.16**		**$484,943.00**

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: Roy Rivers Phase 4 Utilities

CONTRACTOR: Atlas

CONTACT INFO: Erika Sanchez

REFERENCE (NAME & COMPANY/CITY): Luke Van Diest, Jacob Martin

REFERENCE CONTACT INFO: (325) 695-1070

DATE OF INTERVIEW: 9/27/2024

REFERENCE PROJECT AREA OF WORK:

__X___ UTILITIES (WATER, SEWER, STORM, ETC.)

_____ PLANT WORK (WWTP or WTP EXPANSION)

_____ ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

2440 LF of 6-inch water line. March 2023

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

   Yes.

2. General:

   a. How much of the work was self-performed versus sub contracted out?
      May have subbed out road bores. Maybe 85%

   b. Did the contractor do the utilities or sub contract them out?
      Self-performed

   c. Did the contractor do the roadway work or sub contract it out?
      N/A.

3. Would you hire this contractor again?

Yes.

4. Project Time:

   b. Was the construction started and completed on time?
      Yes.

   c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?
      Yes.

   d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?
      No. A little bit of a hang out

   e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?
      No.

   f. Other?

5. Project Budget:

   a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

   No.

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
No.

c. Did the contractor pay his sub-contractors timely?
Yes.

d. Were there any liens placed on the project from vendors or sub-contractors?
No.

e. Other?

6. Safety:

a. Were there any safety issues for the contractor's employees or safety issues with the public? No.

7. General Problems/Issues:

a. Did the contractor work well with the City/Engineer staffs?
Yes.

b. Were there any significant issues with the contractor's employees dealing with the public?
No.

c. Were there many complaints from the residents regarding the contractor?
No.

d. Did the contractor cleanup his work site sufficiently?
Yes

e. Was there excessive personnel turnover for the contractor's field workers?
No.

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
Crew was mostly Spanish speaking. Foreman spoke English.

CONTRACTOR REFERENCE QUESTIONS

PROJECT NAME & NUMBER: Roy Rivers Phase 4 Utilities

CONTRACTOR: Atlas

CONTACT INFO: Erika Sanchez

REFERENCE (NAME & COMPANY/CITY): Sam Johnson, Trihydro

REFERENCE CONTACT INFO: (830) 626-3588

DATE OF INTERVIEW: 9/30/2024

REFERENCE PROJECT AREA OF WORK:

__X___ UTILITIES (WATER, SEWER, STORM, ETC.)

_____ PLANT WORK (WWTP or WTP EXPANSION)

_____ ROADWAY (STREET RECONSTRUCTION, PAVING, ETC)

_____ GENERAL CONSTRUCTION

_____ OTHER: _____

REFERENCE PROJECT DESCRIPTION (LOCATION, SCOPE, YEAR OF COMPLETION, ANY UNIQUE DESIGN/CONSTRUCTION CHALLENGES, ETC.):

4800 LF of 16" Water Line, 1800 LF of 12" water line. September 2023.

1. Is the project that the contractor did for the reference similar in nature to the bid project (type of construction, depth of utilities, etc.).

   Yes.

2. General:

   a. How much of the work was self performed versus sub contracted out?
      All self performed except for bore.

   b. Did the contractor do the utilities or sub contract them out?
      Self performed.

   c. Did the contractor do the roadway work or sub contract it out?
      N/A.

3. Would you hire this contractor again?

   Yes but with different foreman

4. Project Time:

   b. Was the construction started and completed on time?
      It wasn't but not on the contractors fault. Client made a lot of changes.

   c. Did the contractor reach substantial completion on time, but took an extended period of time to reach final completion?

      No.

   d. Were there any significant delays or work stoppages? If yes, was it due to external issues outside the contractors control?
      There was but not at the contractors fault.

   e. Did the contractor request project time extensions unrelated to rain days or additional work requested by the Owner?

      No.

   f. Other?

5. Project Budget:

a. Were there excessive change orders unrelated to engineering design errors or additional work requests from the Owner?

   Not from the contractor's side.

b. Were there any issues with payment quantities on monthly pay requests that did not match actual field conditions?
   No.

c. Did the contractor pay his sub-contractors timely?
   Yes

d. Were there any liens placed on the project from vendors or sub-contractors?
   No.

e. Other?

6. Safety:

   a. Were there any safety issues for the contractor's employees or safety issues with the public?
      No.

7. General Problems/Issues:

   a. Did the contractor work well with the City/Engineer staffs?
      The foreman did not. Difficult to work with. PM was good to work with.

   b. Were there any significant issues with the contractor's employees dealing with the public?
      No.

   c. Were there many complaints from the residents regarding the contractor?
      No.

   d. Did the contractor cleanup his work site sufficiently?
      Yes.

   e. Was there excessive personnel turnover for the contractor's field workers?
      No.

f. Were there any communication issues with the contractor's employees (ie. unable to speak English)?
No.

Elgin City Council Meeting
Agenda Item Executive Summary

ITEM: A RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING PERSONS FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

DEPARTMENT: Executive

PROPOSED ACTION: Consider nominations for election to the Travis Central Appraisal District Board of Directors

BACKGROUND:
See the attached correspondence from Leana Mann, Chief Appraiser, Travis Central Appraisal District

BUDGET/FINANCIAL IMPACT:
Funding for this item was {} included {} not included in the current-year budget {X} N/A

RECOMMENDATION:
Consider nominations for election to the Travis Central Appraisal District Board of Directors and direction to staff, if any, as appropriate.

ATTACHMENTS:
1. ResTCADboardNom924
2. DCartwright104
3. Travis_County_BoardNom

{} Staff will be making a detailed presentation on this agenda item at the meeting.
{X} Staff will provide brief comments and answer questions on this item at the meeting.
{} This is a routine procedural item and no presentation is planned for the meeting.

Councilmembers who have any detailed questions or would like to request additional information regarding this item are encouraged to contact the City Manager at their earliest convenience.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF ELGIN, TEXAS, NOMINATING PERSONS FOR THE TRAVIS CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS; MAKING FINDINGS OF FACT; AND PROVIDING FOR RELATED MATTERS

WHEREAS, the City of Elgin is a taxing unit within the Travis Central Appraisal District (TCAD); and,

WHEREAS the Texas Property Tax Code allows tax jurisdictions to nominate up to five people to serve on the Board of the Travis Central Appraisal District (TCAD) for a term of office of one year beginning January 1, 2025; and,

WHEREAS, the City of Elgin desires to nominate a person or persons to said Board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, BASTROP AND TRAVIS COUNTY, TEXAS, THAT:

Section 1. Findings. The following recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Nominations for TCAD Board of Directors. The Mayor and City Council do hereby nominate the following person or persons for a position on the Board of Directors of the Travis Central Appraisal District.

Deborah Cartwright

_____

_____

Section 3. Open Meetings. The City Council hereby finds and declares that written notice of the date, hour, place, and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered, and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED this 8th day of October, 2024

_____
THERESA Y. MCSHAN, Mayor
City of Elgin, Texas

ATTEST:

_____
ESMERALDA RANGEL, Assistant City Secretary

-----Original Message-----
From: Deborah Cartwright <debbieinelgin@gmail.com>
Sent: Friday, October 4, 2024 11:13 AM
To: Tom Mattis <tom.mattis@elgintexas.gov>
Subject: TCAD Board Nomination

CAUTION: This email originated from outside of the City of Elgin. Do not click links or open attachments unless you recognize the sender and know the content is safe.

In 2023, the Texas Legislature amended the law to change the composition and selection method for directors of certain appraisal district governing boards based on population. The new law applies to both Travis and Bastrop Counties. Boards must now have nine members with three elected at-large in their counties. The county tax-assessor is a voting member, and the other five directors are nominated by taxing units located within the boundaries of the appraisal districts and selected based on voting allocations according to proportionate value. The deadline for nominations is October 14.

I have served on the Travis Central Appraisal District board of directors since 2020 and was appointed under the old system of selection by the Austin Independent School District. Currently, AISD is seeking nominations from a wider group of interested parties, and my nomination is not certain.

It would be a great honor for me to receive the nomination from my hometown. While I reside in Austin, I am involved actively in Elgin civic affairs and non-profit organizations. I am always mindful of TCAD's work in the Elgin area. The City of Elgin is entitled to nominate someone to serve on the TCAD board of directors, even though it has no voting allocation. I hope that the City Council will consider nominating me to continue my service on the TCAD board of directors.

Thank you in advance for presenting this request to the Council at its meeting next week.

TRAVIS CENTRAL APPRAISAL DISTRICT

RECEIVED
SEP 6 2024
BY:

BOARD OFFICERS
JAMES VALADEZ
CHAIRPERSON
DEBORAH CARTWRIGHT
VICE CHAIRPERSON
NICOLE CONLEY
SECRETARY/TREASURER

LEANA MANN
CHIEF APPRAISER

BOARD MEMBERS
TOM BUCKLE
DR. OSEZUA EHIYAMEN
BRUCE ELFANT
JETT HANNA
VIVEK KULKARNI
DICK LAVINE
JIE LI
ELIZABETH MONTOYA
SHENGHAO "DANIEL" WANG
BLANCA ZAMORA-GARCIA

CITY OF ELGIN
THE HONORABLE THERESA Y MCSHAN, MAYOR
310 N MAIN ST
P O BOX 591
ELGIN, TX 78621

September 6, 2024

Senate Bill 2 from the fourth special session of the 88th Texas Legislature changed the composition and appointment method of the Board of Directors for the Travis Central Appraisal District. The terms of all currently appointed members of the Board of Directors will expire at the end of this year. Accordingly, the election of 5 members to the Board must be conducted this fall to select the individuals who will serve in this capacity for terms beginning January 1, 2025. Two members will be appointed to serve a one-year term beginning January 1, 2025 and ending December 31, 2025. Three members will be appointed to serve a three-year term beginning January 1, 2025 and ending December 31, 2027.

	Term Length	Term Beginning	Term ending
Board of Directors, Appointed Place 1	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 2	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 3	3 Years	January 1, 2025	December 31, 2027
Board of Directors, Appointed Place 4	1 Year	January 1, 2025	December 31, 2025
Board of Directors, Appointed Place 5	1 Year	January 1, 2025	December 31, 2025

To be eligible to serve on the Board of Directors, an individual must be a resident of Travis County and must have resided in the District for at least two years immediately preceding the date he or she takes office. An elected official may be a member of the Board; however, an employee of a taxing entity may not be a member unless they are also an elected official.

A complete list of entities entitled to nominate and vote on members of the Board of Directors, along with their voting entitlement, is enclosed. Should you desire to make a nomination to the Board, you must deliver the name of the nominee to the Chief Appraiser in the form of a resolution on or before October 14, 2024.

Before October 30, 2024, the Chief Appraiser will prepare a ballot listing all the candidates nominated and deliver a copy to the presiding officer of the governing body of each taxing entity entitled to vote. The ballot must be returned to the Chief Appraiser by December 14, 2023. Your entity is entitled to **0** votes that can be split among any of the nominees on the ballot.

Before December 31, 2024, the Chief Appraiser will count the votes submitted by each entity, declare the results, and submit the results to the governing bodies of each entity, as well as to each of the nominated candidates. According to the Property Tax Code, any ties will be resolved by a method of chance by the Chief Appraiser.

If you desire to submit a nomination, please do so by October 14, 2024 in the form of a resolution. Each taxing entity may make up to five (5) nominations. Please submit resolutions and biographies for the nominees to the following address:

Leana Mann
Travis Central Appraisal District
P.O. Box 149012
Austin, TX 78714-9012

Resolutions and biographies can also be submitted via email to Lmann@tcadcentral.org.

If you have any questions, please feel free to call me at (512) 834-9317, ext. 405.

Sincerely,

Leana H. Mann

Leana Mann
Chief Appraiser
Travis Central Appraisal District

Taxing Unit ID	Taxing Unit Code	Type	Taxing Unit	Levy	% of Levy	Voting Entitlement
1001	01	School	AUSTIN ISD	$ 1,592,442,300.75	30.54%	1,525
1002	02	City	CITY OF AUSTIN	$ 990,998,728.29	19.00%	950
1003	03	County	TRAVIS COUNTY	$ 959,172,382.00	18.39%	920
1097	68	Junior College	AUSTIN COMM COLL DIST	$ 274,197,394.72	5.26%	265
1026	19	School	PFLUGERVILLE ISD	$ 272,657,626.58	5.23%	260
1006	07	School	LAKE TRAVIS ISD	$ 197,345,130.11	3.78%	190
1007	08	School	EANES ISD	$ 185,094,356.43	3.55%	175
1005	06	School	DEL VALLE ISD	$ 161,896,596.08	3.10%	155
1098	69	School	LEANDER ISD	$ 161,391,498.81	3.10%	155
1053	34	School	MANOR ISD	$ 118,963,096.64	2.28%	115
1072	5A	School	ROUND ROCK ISD	$ 107,608,571.04	2.06%	105
1035	20	City	CITY OF PFLUGERVILLE	$ 60,084,543.62	1.15%	60
1023	16	School	LAGO VISTA ISD	$ 36,000,563.68	0.69%	35
1004	05	City	CITY OF MANOR	$ 14,709,464.00	0.28%	15
1090	6F	City	CITY OF LEANDER	$ 12,234,446.61	0.23%	10
1036	21	City	CITY OF LAKEWAY	$ 11,297,713.97	0.22%	10
1071	49	City	CITY OF LAGO VISTA	$ 9,895,763.60	0.19%	10
1027	2A	School	ELGIN ISD	$ 9,655,171.37	0.19%	10
1042	3A	School	MARBLE FALLS ISD	$ 8,762,100.14	0.17%	10
1046	3F	City	CITY OF CEDAR PARK	$ 5,981,118.86	0.11%	5
1008	09	City	CITY OF WEST LAKE HILLS	$ 5,832,892.50	0.11%	5
1078	50	City	CITY OF JONESTOWN	$ 4,250,354.87	0.08%	5
1018	11	City	CITY OF ROLLINGWOOD	$ 2,994,707.73	0.06%	5
1031	2F	City	CITY OF ROUND ROCK	$ 2,422,413.31	0.05%	-
1009	1A	School	HAYS CONSOLIDATED ISD	$ 2,345,307.00	0.04%	-
1075	5F	City	CITY OF ELGIN	$ 1,544,839.47	0.03%	-
1065	40	City	CITY OF CREEDMOOR	$ 804,901.64	0.02%	-
1102	7E	City	VILLAGE OF THE HILLS	$ 671,765.86	0.01%	-
1122	83	City	CITY OF BEE CAVE	$ 635,995.23	0.01%	-
1096	61	City	CITY OF MUSTANG RIDGE	$ 554,135.83	0.01%	-
1083	55	City	VILLAGE OF BRIARCLIFF	$ 398,488.35	0.01%	-
1103	7F	City	VILLAGE OF POINT VENTURE	$ 394,360.20	0.01%	-
1076	5G	City	VILLAGE OF VOLENTE	$ 275,340.48	0.01%	-
1057	38	School	DRIPPING SPRINGS ISD	$ 274,043.84	0.01%	-
1019	12	City	VILLAGE OF SAN LEANNA	$ 272,806.97	0.01%	-
1059	4A	School	JOHNSON CITY ISD	$ 204,101.74	0.00%	-
1037	22	School	COUPLAND ISD	$ 90,158.66	0.00%	-
1077	5H	City	VILLAGE OF WEBBERVILLE	$ 74,109.95	0.00%	-