



September 29, 2022

Questions and Answers Report



Mayor Steve Adler

Council Member Natasha Harper-Madison, District 1

Council Member Vanessa Fuentes, District 2

Council Member Sabino "Pio" Renteria, District 3

Council Member Josè "Chito" Vela, District 4

Council Member Ann Kitchen, District 5

Council Member Mackenzie Kelly, District 6

Council Member Leslie Pool, District 7

Council Member Paige Ellis, District 8

Council Member Kathie Tovo, District 9

Council Member Alison Alter, District 10

The City Council Questions and Answers Report was derived from a need to provide City Council Members an opportunity to solicit clarifying information from City Departments as it relates to requests for council action. After a City Council Regular Meeting agenda has been published, Council Members will have the opportunity to ask questions of departments via the City Manager's Agenda Office. This process continues until 5:00 p.m. the Tuesday before the Council meeting. The final report is distributed at noon to City Council the Wednesday before the council meeting.

QUESTIONS FROM COUNCIL

AHPFC Item #2-4: Inducement resolutions related to applications for private activity bond financing for proposed affordable multi-family developments.

COUNCIL MEMBER KELLY'S OFFICE

1) How were these Limited Partnerships selected for these projects?

The Applicant's proposed ownership structure (typically a limited partnership or a limited liability company) is included in the PAB Application. This includes information on the partners' development experience and financial condition. This information is considered alongside other factors as mentioned in the PAB program guidelines.

AHPFC Items #2-8:

Inducement resolutions related to applications for private activity bond financing for proposed affordable multi-family developments.

COUNCIL MEMBER KELLY'S OFFICE

1) How were the locations for affordable housing selected?

Applicants select locations based on their development objectives unless the development is to be constructed on land owned by AHFC. The location of each proposed development that is selected by the Applicant is considered alongside other factors as mentioned in the PAB program guidelines. For locations not owned by AHFC, Applicants must demonstrate site control for the location either as the owner of the property or through an option to purchase the property

2) Who owns the properties once they are purchased with these bonds?

The limited partnership or the limited liability company will be the property owner if bonds are issued and the development successfully closes; however, in certain circumstances, AHFC will be the land owner and ground lease the land to the owner partnership or company. In a ground lease situation, the owner entity owns a leasehold interest in the development under the ground lease for a period of at least 55 years.

AHPFC Items #5-8: Inducement resolutions related to applications for private activity bond financing for proposed affordable multi-family developments.

COUNCIL MEMBER KELLY'S OFFICE

1) Were these limited partnerships filed by anyone at the City of Austin or the Austin Housing Finance Corporation?

PAB Applications for Partnerships between the Applicant and AHFC are prepared by the Applicant in collaboration with AHFC staff. Typically, AHFC serves as a general partner of the limited partnership (or managing member of the limited liability company) of the ownership entity.

Item AHFC#2: Authorize the negotiation and execution of various agreements with nonprofit organizations and partnerships to prevent the displacement of renters and homeowners and create economic mobility opportunities in the most vulnerable communities within one mile of Project Connect stations and lines, in an amount not to exceed \$20,000,000 divided among the non-profit organizations and partnerships.

MAYOR ADLER'S OFFICE

- 1) *For the Community Initiated Solutions (AHFC #2), do you have a list of the projects proposed?*
Attached please find a comprehensive summary (including demographic information) of the applications received and those recommended for funding.

Item #2: Authorize negotiation and execution of an amendment to the interlocal agreement with Travis County for the City's provision of animal services, for a three-month term beginning October 1, 2022, in an amount not to exceed \$657,995 to be paid to the City.

COUNCIL MEMBER KELLY'S OFFICE

- 2) *Please provide a copy of the amendment to the interlocal agreement.*
Please see attached.

Item #3: Authorize negotiation and execution of contracts with terms of up to 15 years for capacity and energy with certain Austin Energy customers with on-site backup generation as part of a Resiliency-as-a-Service pilot program, for an aggregate contracted capacity of up to 25 megawatts and estimated annual contracted amount of \$3,375,000.

COUNCIL MEMBER FUENTES' OFFICE

- 1) *Approximately how many AE customers have been identified to participate in the Resiliency-as-a-Service (RaaS) pilot Program projects supporting the food supply chain? How will engagement occur to encourage these customers to participate in the pilot program?*

HEB has 24 sites that would like to engage with AE's RaaS program. Additionally, we have interest from Randall's, Costco and Target. Our Customer Energy Solutions team has been developing documentation for customers and training staff on RaaS program details to collaborate with and guide grocers to identify the correct solution to meet their needs.

Item #3: Authorize negotiation and execution of contracts with terms of up to 15 years for capacity and energy with certain Austin Energy customers with on-site backup generation as part of a Resiliency-as-a-Service pilot program, for an aggregate contracted capacity of up to 25 megawatts and estimated annual contracted amount of \$3,375,000.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide additional information on how and under what conditions the money would be spent, including what financial obligations AE would have when the generators are or are not providing generation to the grid.*

Austin Energy would make a monthly payment to each generation owner for the option to utilize these assets in ERCOT's wholesale market. In addition, when dispatching energy from these assets to the grid, Austin Energy would pay for the power generated. These payments, however, would be offset by benefits to Austin Energy's customers through generation revenue, ancillary services, load reduction, reduced 4CP (peak load) costs as well as congestion relief in our service territory with the intent of making this arrangement cost neutral for our customers over the term of the contract.

Item #3: Authorize negotiation and execution of contracts with terms of up to 15 years for capacity and energy with certain Austin Energy customers with on-site backup generation as part of a Resiliency-as-a-Service pilot program, for an aggregate contracted capacity of up to 25 megawatts and estimated annual contracted amount of \$3,375,000.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *How long will the pilot program last? What metrics are used to determine if the pilot is successful?*

The Resiliency-as-a-Service pilot program will last until the 25 MWs has been fully contracted.

Metrics determining pilot success are as follows:

- Does the product meet customer needs and expectations for resiliency?
 - Measure customer satisfaction
- Asset Valuation – Is the product protecting load in the wholesale market by minimizing costs and/or generating revenue?
 - Measure wholesale product usage and hedge effectiveness
 - Asset availability – asset must meet contractual availability factor
 - Material risk measured – physical assets are an insurance product whether risk materializes or not

Item #3: Authorize negotiation and execution of contracts with terms of up to 15 years for capacity and energy with certain Austin Energy customers with on-site backup generation as part of a Resiliency-as-a-Service pilot program, for an aggregate contracted capacity of up to 25 megawatts and estimated annual contracted amount of \$3,375,000.

COUNCIL MEMBER KITCHEN'S OFFICE

- 1) *How will this additional generation capacity (up to 25MW) be factored into the City's Generation Plan and Net-Zero goals?*

The projected capacity usage will be limited to meeting the city's needs for wholesale hedging. By the city controlling the generation, we are able to focus and minimize run time for targeted protection. The program's generation capacity will be added to the utility's generation forecast and added to emission reporting.

- 2) *Considering this is proposed as a pilot up to 25MW, what is the potential maximum generation capacity for an RaaS program?*

The RaaS program contemplates a 50 MW program for generation behind the meter and a 200 MW program for larger customers who require resiliency in front of the meter.

- 3) *Are there parameters around when these resources can be activated and conversely must be shut off?*

Yes, these resources will be used for specific wholesale products when they provide protection and/or generate revenue. As mentioned in the first response, usage of these resources will be limited to meeting the city's needs for wholesale hedging. By the city controlling the generation, we are able to focus and minimize run time for targeted protection.

Item #7: Approve a resolution authorizing Austin Water to continue a pilot program and issue incentives during Fiscal Year 2022-2023 for alternative onsite water reuse systems for large new commercial and multi-family developments under Austin Water's regulatory framework in a total aggregate amount not to exceed \$1,000,000, and not to exceed \$500,000 for each individual project.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *What have you learned so far through the pilot about the opportunities and challenges of implementing an alternative onsite water reuse system?*

Much has already been learned through the program. For example, we have identified parts of the application and water balance calculator that are confusing for first-time applicants so we will be making updates to these items prior to the mandatory program. We've also learned that the onsite water reuse mandate will need to be less open ended so that the systems that are designed are optimizing potable water offset without being overly complicated or costly. The pilot program has been successful with project owners that were already planning to incorporate onsite water reuse. The other project owners that have expressed interest after outreach from AW have thus far not committed to the program. We speculate that in the current development climate, project owners are choosing project expediency over the uncertainty of a new program permitting process.

Item #7: Approve a resolution authorizing Austin Water to continue a pilot program and issue incentives during Fiscal Year 2022-2023 for alternative onsite water reuse systems for large new commercial and multi-family developments under Austin Water's regulatory framework in a total aggregate amount not to exceed \$1,000,000, and not to exceed \$500,000 for each individual project.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *How many total businesses have reached the 3,000,000 gallon requirement in order to receive the \$500,000 incentive?*

Austin Water has not awarded any incentives at this time. Staff has reserved funds in FY23 for two applications for the on-site water reuse system incentives which are

pending design approval. One is for a 3,000,000 gallon per year system which would receive a \$500,000 incentive. The other application is for a 1,000,000 gallon per year system that would receive a \$250,000 incentive.

Item #9: Authorize negotiation and execution of an interlocal agreement with the Capital Area Council of Governments authorizing the City to maintain and update the Capital Area Emergency Communications District's 9-1-1 Geographic Information System database for Fiscal Year 2022-2023.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Please provide a copy of the five previous interlocal agreements with the Capital Area Council of Governments as well as the current agreement for approval.*

Attached are executed agreements covering 2018-2022 (the 2018-2020 agreement is the only multi-year agreement; all others are 12-month agreements). The Fiscal Year 2021 agreement was amended to extend the contract date.

Item #12: Authorize negotiation and execution of a master development agreement with Aspen Heights Partners, or its affiliates, for terms governing the development, construction, and lease of a mixed-use residential development and associated infrastructure on City-owned sites located at 1215 Red River Street and 606 East 12th Street under terms outlined in a term sheet.

COUNCIL MEMBER TOVO'S OFFICE

- 1) *Please provide a recent appraisal of the City's tract.*

Property valuation is obtained through three processes: (1) property appraisal, (2) exposure to the market, e.g. (putting the property up for sale, issuing an RFP, etc.), and (3) the award of special commissioners resulting from condemnation proceedings. With the RFP process chosen as the means for property disposition, a property appraisal is not the guiding document for comparing against the sales price to be achieved. The HealthSouth property was "exposed to the market" (i.e., effectively put up for sale) through the RFP process. Within the RFP process and subsequent negotiations process, there are items of "value" proposed for exchange between the City and Aspen Heights, i.e., on-site affordable housing and various other community benefits that are factored into the sales price. Once the RFP and community benefits negotiation process are utilized, then property appraisals (previous or current) are no longer germane for comparing against the sales price. The obligation and/or commitment to deliver community benefits (and the subsequent impact on value) is something that would be speculative, and thus exceedingly challenging, to attempt to capture in a property appraisal that would otherwise assume that a potential buyer would be free to put the property to its highest and best use.

Subject to the above, please find the attached latest appraisal reports for the City-owned tracts at 1215 Red River and the accompanying garage at 606 East 12th Street. As of August 18, 2016, the fee simple value of the HealthSouth tract was \$33,000,000, and \$3,360,000 for the parking garage.

Based on an independent analysis from Economic Planning Systems, Inc., the final term sheet requires the developer to pay \$12.2 million in an upfront ground lease cash payment to the City,

plus provide 232 affordable housing units and roughly 20,000 square feet of commercial space at below market rate rents. The combined present value of cash payment and community benefits aggregates to \$173.4 million EPS has researched comparable sale transactions and estimates a low-estimate comparable sales price to be \$67.1 million and a high-estimate comparable sales price to be \$118.2 million.

2) *Please provide the Exclusive Negotiating Agreement and most recent contract with Aspen Heights.*

Please find the ENA and the First, Second, and Third Amendments on the public website here: [1215 Red River project website](#).

3) *The proposal assumes zoning changes on both the City tract and the private tract; if these properties participated in the Downtown Density Bonus program, what affordable housing and other community benefits would be required?*

Based on a variety of assumptions (including full build out of both the city-owned and the developer-owned sites), staff was able to estimate the affordable housing and other community benefits required through the existing Downtown Density Bonus program. Specifically, under a fictitious, full build-out scenario, in order to reach the desired 25:1 FAR, the developer would need to provide 734,375 square feet in *affordable housing community benefits*, which could consist of a combination of on-site affordability and fee-in-lieu. Should the developer choose on-site affordable housing, the requirement would be 73,438 square feet of affordable housing (10 square feet for each 1 square foot of on-site dwelling). The applicant could also choose to pay a fee-in-lieu (currently at \$9/sf, or approximately \$6.6 million). An applicant may be granted bonus area (above the base entitlements) by providing community benefits as listed under 25-2-586(E)(1)-(12) for the remaining 50% (734,375 sq. ft.):

1. Affordable Housing
2. Rainey Street Subdistrict Historic Preservation
3. Day Care Services
4. Cultural Uses
5. Live Music
6. On-Site Improvements for Historic Preservation
7. Development Bonus Fee for Off-Site Historic Preservation
8. Green Building
9. Publicly Accessible On-Site Plaza
10. Off-Site Open Space Development Bonus Fee
11. Green Roof
12. Other Community Benefits

4) *Has Aspen Heights agreed to require commercial operators to pay the City's living wage?*

Commercial tenants in this development will not be subject to the City's Living Wage requirements.

5) *The term sheet suggests that the annual gross rent for the affordable child care space will be \$213,000. Is that accurate? Please provide any additional or relevant background to explain how Aspen Heights arrived at this calculation.*

Several child care experts have indicated that \$213,000 would be far beyond the reach of most high quality child care operators. Please confirm whether staff engaged local child care experts or similar

experts in the calculation of that rate, and is so, which ones. Please also provide any additional details as to why staff believe this rate to be accessible to a local affordable, high quality child care operator.

Staff Response: The mutually agreed term sheet includes the annual gross rent for the childcare facility of 11,840 sq. ft. at \$213,120 with a 3% annual escalation for 10 years plus a 10-year renewal. This figure reflects a significant discount from current market rate rents, as it equates to \$18 per square foot *gross* (i.e., inclusive of rent, common area maintenance, applicable taxes, etc.) while current market-rate rents tend to exceed \$30 per square foot *net* (i.e., the occupant pays for maintenance, taxes, etc. in addition to the net rent). The negotiated rent for the HealthSouth childcare space is also well below that being paid for the childcare space at Bergstrom Tech. After year 20, the rent will be at a 60% market rate. Aspen Heights will have the obligation under the Master Development Agreement to secure a high-quality childcare operator for this space. Staff supports this rate because this rate is significantly below the current market rate of commercial space in downtown. Also, if Aspen Heights is unable to lease the space to a licensed childcare operator within 36 months, the City will have the right of first refusal to lease the space at this same rate to provide high quality childcare services.

Aspen Heights Response: When Aspen Heights agreed to incorporate the affordable childcare use in the offer, we reached out to a local Childcare Operator that provides affordable childcare services. This guidance was incorporated into the term sheet. Market rate rents for ground-floor retail space within the Downtown submarket are a multiple higher than what we plan to command from this space with the affordable Childcare operator.

Item #18: Authorize the negotiation and execution of a third amendment to the lease agreement with Greater Austin Black Chamber of Commerce, exercising the first of four 10-year options for approximately 1,396 square feet of office space in the building known as the African American Cultural and Heritage Facility located at 912 East 11th Street, effective September 30, 2022, with an annual rental rate of \$1.

COUNCIL MEMBER KELLY'S OFFICE

1) *Why is the rentable square footage being reduced to 1,396?*

The Greater Austin Black Chamber of Commerce leased area in the African American Cultural and Heritage Facility is being reduced by 814 SF in order to facilitate co-occupancy by Six Square (item #19).

Item #21: Authorize negotiation and execution of an exclusive negotiating agreement with TC Austin Acquisitions, LLC for the acquisition and improvements of approximately 18 acres located at 14910 Cameron Road, Austin, Texas and with earnest money in an amount not to exceed \$500,000.

MAYOR PRO TEM ALTER'S OFFICE

1) *What are the future plans for the Todd Lane and Decker Lane sites?*

Todd Lane

The Todd Lane smart-meter site is a leased property. The lease term is for 24 months (5/1/22-4/30/24) with two 1-year extensions. The current schedule for completion of the warehouse is November 2024 so it is anticipated only a 1-yr extension will be needed.

Decker Lane

The AE Executive Team plans to introduce a long-range modernization concept plan for the Decker Property to the City Manager by the end of this calendar year and to Council Members for consideration thereafter. The concept plan will provide an overview of essential phased utility infrastructure improvements critical towards sustaining grid reliability.

Item #39: Approve an ordinance amending City Code Chapter 4-14 related to notices of proposed eviction.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Does changing the minimum time period to cure a lease violation to 21 days violate or conflict with any state law? If so, which law(s)?*

There is no conflict nor does the proposed requirement violate state law as state law only addresses notices to vacate. State law requires three days between the notice to vacate and filing of an eviction lawsuit unless the landlord and tenant agree to a shorter time period. This agreement must be in writing and included in the lease. The ordinance, if approved, will require a landlord to provide a notice of proposed eviction that will precede the notice to vacate.

- 2) *What are the other jurisdictions where the 21-day timeframe is found?*

Virginia allows for 21 days. Other states vary from no opportunity to cure to 30 days. [Here is a link](#) that summarizes the state laws across the country. The federal lease addendum requires a 10 day notice. If approved, the ordinance will give every tenant 14 days and, if the tenant contacts the landlord within the 14 days, the tenant will receive an additional 7 days to cure the violation.

Items #41-49: Items authorizing the acceptance of grant funding.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Items 41-49 authorize acceptance of grant funding. For each of these items, please explain whether the funding was already anticipated in the adopted FY23 budget. If the funding was not anticipated, please describe the additional resources and staffing that would be made available via the grant.*

- Item 41 (Victim Crisis Intervention Project)
 - The budget included the ten existing grant-funded FTEs
- Item 42 (Crime Lab Enhancement Project)
- Item 43 (Violence Against Women Investigative Project)
- Item 44 (First Responder Mental Health Program – pulled, not funded)
- Items 45 & 51 (Sexual Assault Evidence Testing Project)

- The ordinance to amend the FY22 budget (Item 51) is necessary as the performance period start date is 9/1/2022.
- A state solicitation for this fund source posted in 2020, 2021 and this year. In 2020, APD received a 1-year award (9/1/2020 – 8/31/2021). Due to COVID related procurement issues, the end date was extended to 8/31/2022 and the City did not submit an application during the 2021 cycle. We are hoping to see annual solicitations for this purpose area as the need continues to increase.
- Items 46 & 50 (Rifle-Resistant Body Armor Grant Program)
 - The ordinance to amend the FY22 budget (Item 50) is necessary as the performance period start date is 9/1/2022.
 - This is the third application for state assistance for the purchase of rifle-resistant body armor.
 - The first award (\$309,745, 9/1/2020 – 2/28/2022) funded the purchase of 886 hard armor rifle plates for 443 front line officers.
 - The second award (\$446,540, 9/1/2021 – 8/31/2022) funded the purchase of 1,488 hard armor rifle plates for 744 front line officers.
- Item 47 (APD Special Operations EOD Project)
- Item 48 (Project Safety Neighborhoods East Austin – pulled, not funded)
 - We've attached a summary of the proposal (FY23 PSN OVP APD_summary.pdf). The specific programming and proposed contractor were selected by OVP during the application process.
- Items 49 & 52 (Juvenile Justice & Truancy Prevention Project)
 - The ordinance to amend the FY22 budget (Item 52) is necessary as the performance period start date is 9/1/2022.

Item #44: Approve a resolution authorizing the acceptance of grant funding from the State of Texas, Office of the Governor, Criminal Justice Division to implement the Austin Police Department project entitled First Responder Mental Health Program.

COUNCIL MEMBER FUENTES' OFFICE

1) Please detail what these grant funds will go toward as part of the First Responder Mental Health Program. Are these funds able to go toward staff pay?

This item is being withdrawn.

Item #48: Approve a resolution authorizing the acceptance of grant funding from the State of Texas, Office of the Governor, Criminal Justice Division to implement the Austin Police Department Project Safe Neighborhoods program.

MAYOR PRO TEM ALTER'S OFFICE

1) Please provide additional information about the amount of funding that will be used to contract for de-escalation train-the-trainer programming. Please include information on whether that programming has already been identified or, if not, what process will be used to identify the

programming for that contract. Please provide additional information on how that will differ or be informed by the Cadet Academy curriculum.

This item is being withdrawn.

Item #49: Approve a resolution authorizing the acceptance of grant funding from the State of Texas, Office of the Governor, Criminal Justice Division to implement the Austin Police Department project entitled Austin Juvenile Justice and Truancy Prevention Project.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide additional information about how the program's design and how it will be implemented and the curriculum it will use. Please provide information on the estimated number of individuals who will be served and how they will be identified and recruited. Please provide additional information on the evidence base this will be built around.*

Pending

Item #50: Approve an ordinance amending the Fiscal Year 2021-2022 Austin Police Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$164,802 in grant funds from the State of Texas, Office of the Governor, Criminal Justice Division, Rifle-Resistant Body Armor Grant Program for the Rifle Resistant Body Armor Project.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide information about whether this funding was anticipated and accounted for in our budget? How much did our 2022 approve for making body armor purchases for APD?*

Items 46 & 50 (Rifle-Resistant Body Armor Grant Program)

The ordinance to amend the FY22 budget (Item 50) is necessary as the performance period start date is 9/1/2022.

This is the third application for state assistance for the purchase of rifle-resistant body armor.

The first award (\$309,745, 9/1/2020 – 2/28/2022) funded the purchase of 886 hard armor rifle plates for 443 front line officers.

The second award (\$446,540, 9/1/2021 – 8/31/2022) funded the purchase of 1,488 hard armor rifle plates for 744 front line officers.

Item #51: Approve an ordinance amending the Fiscal Year 2021-2022 Austin Police Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$704,355 in grant funds from the State of Texas, Office of the Governor, Criminal Justice Division Evidence Testing Program for the Sexual Assault Evidence Testing Project.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Is this an ongoing grant program or is this our first award?*

Items 45 & 51 (Sexual Assault Evidence Testing Project)

The ordinance to amend the FY22 budget (Item 51) is necessary as the performance period start date is 9/1/2022.

A state solicitation for this fund source posted in 2020, 2021 and this year. In 2020, APD received a 1-year award (9/1/2020 – 8/31/2021). Due to COVID related procurement issues, the end date was extended to 8/31/2022 and the City did not submit an application during the 2021 cycle. We are hoping to see annual solicitations for this purpose area as the need continues to increase.

Item #53: Authorize negotiation and execution of an interlocal agreement with the University of Texas at Austin for the Austin Police Department to provide assistance in the planning and execution of street closures and related activities for parades, protests, sporting, and other special events, in an amount not to exceed \$900,000.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Year-to-date, what is the total amount of APD resources that the University of Texas at Austin has used for special events under the interlocal agreement?*

During FY22, UT was billed approximately \$350,000 for approximately 60 separate events including UT Football games, UT Basketball games, UT Relays, and UT Commencement Ceremonies. These events are billed through APD Special Events as overtime assignments and reimbursed 100% by UT.

Item #54: Authorize negotiation and execution of an interlocal agreement with the Texas Department of Transportation for security services.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide information about whether and how APD will be remunerated for this service. Please provide information about whether and how this service can be provided without disrupting other department staffing priorities.*

APD is reimbursed 100% for this service by TxDOT at the published Officer/Corporal/Detective rate on the approved fee schedule (\$75 for Fy23). APD does not anticipate disruptions to department staffing priorities as this monthly meeting is staffed on a voluntary overtime basis through the Special Events office.

Item #55: Authorize negotiation and execution of an agreement with the Council on At-Risk Youth to provide juvenile delinquency prevention services for an initial 12-month term through August 31, 2023 with three 12-month renewal options, each in an amount not to exceed \$80,000, for a total agreement amount not to exceed \$320,000.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *What type of services will be provided for at-risk youth?*

Council for At-Risk Youth (CARY) will provide programming focused on helping youth in the 78744 community promote safe schools and safe communities by empowering them with the skills to avoid crime and violence. CARY will implement a Youth Leadership Development (YLD) program that includes opportunities for youth to implement service-learning projects built upon

the 40 Developmental Asset Framework (i.e. leadership knowledge, leadership skill building, and leadership in action). CARY will also offer their Aggression Replacement Training (ART) curriculum for youth who need additional support with life skills such as self-confidence, advocacy, and follow-through

Item #58: Authorize negotiation and execution of an agreement with Sunrise Community Church to provide street outreach services for an initial 12-month term beginning October 1, 2022 with four 12-month extension options, each in an amount not to exceed \$150,000, for a total agreement amount not to exceed \$750,000.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide a listing and summary of all the City contracts with Sunrise Community Church, including expected deliverables and please detail how they relate to one another.*
Austin Public Health currently has two contracts with Sunrise Community Church
 - 1) Emergency Housing Voucher – Permanent Supportive Housing: \$393,750 for 9/1/2022 – 9/30/2023 term. The goals of the program are to decrease the number of individuals experiencing homelessness in Austin-Travis County, utilize Emergency Vouchers to connect individuals experiencing homelessness to housing, and to increase client housing stability through wrap-around case management and financial assistance.
 - a. Outcomes
 - i. Percent of households that maintain housing due to receiving essential services: 71.88% - goal
 1. Numerator – Number of households receiving services that maintain housing due to receiving essential services – 23 - goal
 2. Denominator – Number of households receiving essential services – 32 – goal
 - ii. Percent of individuals referred by coordinated entry to housed: 100% - goal
 1. Numerator – Number of individuals referred to the program from coordinated Entry. – 26 – goal
 2. Denominator – Number of individuals housed in the program – 26 – goal
 - iii. Percent of individuals who experience an increase in income, either through work or obtaining benefits: 19.23%
 1. Numerator – Number of individuals in the program who experience an increase in income – 2 – goal
 2. Denominator – Number of individuals housed in the program – 26 – goal
 - 2) Sunrise Community Church- Prevent Violence by Intervention and Education-\$65,000-9/1/2022-9/30/2023 through the Office of Violence Prevention.
 - a. This project seeks to establish a proof of concept regarding using trauma informed care, de-escalation, conflict mediation and restorative justice practices to reduce conflicts, 9-1-1 calls, enhance safety and wellbeing at the Sunrise Hub location. These services will be provided to individuals who are experiencing homelessness and who have been impacted by crime, violence, and divestment.

- i. Goal:
 - 1. Decrease number of 9-1-1 calls for violence prevention or intervention to 0
 - 2. Create safety and immediate wellbeing for staff, clients, and visitors at the Hub location.
- ii. Objective:
 - 1. Crisis Intervention: Provide a safe environment by promoting and facilitating restorative justice practices
 - 2. Hire one full-time staff to work with clients daily to provide crisis intervention, de-escalation, and conflict resolution as well as, relationship building, trust, active listening, peer support, life coaching, and navigation
 - 3. Create understanding of trauma and healing at every step of service delivery
 - 4. Create procedures for tracking violent occurrences and 9-1-1 calls with outcomes reported to leadership for annual review.
 - 5. Provide staff training for Crisis Response and Management as well as Non-Violent Crisis Intervention
 - 6. Provide trainings and resources to partner agencies
 - 7. Providing resources for creating viable alternatives to violence, such as behavioral health, etc.
 - 8. Victim-offender mediation
- iii. Deliverables include:
 - 1. Project plan including plan for the entire program, job description, how the program will be evaluated
 - 2. Trainings curriculum, # of trainings, partner organizations included, # trained to date
 - 3. Unduplicated clients served and type of services provided, # of 9-1-1 calls; safety metrics
 - 4. Lessons learned, recommendations for safety in homeless outreach.

Item #59: Approve a resolution authorizing the submittal of the Our Future 35: Connecting Equitably Study as a candidate for the Reconnecting Communities Pilot program, administered by the United States Department of Transportation, for funding and planning needs associated with the I-35 Cap and Stitch initiative.

COUNCIL MEMBER KELLY'S OFFICE

1) Where else in the country have similar programs been implemented?

Our Future 35 – Austin's Cap and Stitch Program

Cities across the United States have recently undertaken efforts to tunnel or "cap" urban freeways to help reconnect neighborhoods and heal the scars of urban freeway construction in the 1950's and 1960's. A recent count identifies 49 completed, proposed, or in-progress freeway capping projects in 37 U.S. cities. Most of these provide or propose providing park space over the tunneled/sunken freeway.

2) *What were some of the problems with the programs elsewhere in the country?*

While most highway capping projects have received [positive responses](#), there are concerns that the new public amenities these capping projects bring may result in gentrification and displacement pressures. This phenomenon is consistent with the [well-documented experiences](#) of other cities where marquee public infrastructure and parks have aggravated gentrification in surrounding neighborhoods, such as the High Line in NYC and the BeltLine in Atlanta. In cities such as Denver, Dallas, and St. Paul, MN, freeway capping projects have raised concerns that new public amenities on freeway caps may inadvertently harm the adjacent minority neighborhoods by accelerating rent increases and gentrification pressures. In response, many public infrastructure projects across the country have begun to pair proposed civic investments with “[Equitable Development Plans](#)” to help ensure that new infrastructure truly benefits surrounding communities and includes measures to pre-emptively combat potential displacement pressures. Austin’s Our Future 35 Program will also partner with community and civic leaders to develop an Equitable Development Plan in conjunction with new cap and stitch design proposals.

3) *What were some of the successes of the programs elsewhere in the country?*

USDOT Reconnecting Communities Pilot Program

The 2021 [Bipartisan Infrastructure Law \(BIL\)](#) established the new [Reconnecting Communities Pilot \(RCP\)](#) discretionary grant program, funded with \$1 billion over the next 5 years. It is the first-ever Federal program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. As a pilot program in its first cycle of granting awards, the City of Austin will be among the first round of grant recipients implementing this new USDOT program, and is well positioned to do so.

Funding supports planning grants and capital construction grants to restore community connectivity through the removal, retrofit, mitigation, or replacement of highways or other transportation facilities that creates a barrier to community connectivity, including barriers to mobility, access, or economic development. The City is seeking a planning grant at this time to evaluate critical path mobility needs that will arise with the development of new caps and stitches in Central Austin. The funding provided by this grant will ensure that new infrastructure over I-35 connects seamlessly to surrounding cultural and transportation networks. The City is not applying for a construction grant under the RCP program at this time, but is likely to pursue construction funding in future years of the program. If awarded, successfully implementing the planning grant will help position the City for future construction grant funding opportunities. Furthermore, waiting for future grant cycles to pursue construction funding will also provide the new grant program time to identify and address potential issues that may arise in other communities as implementation of the new pilot program moves forward.

Item #71: Conduct a public hearing and consider an ordinance amending Ordinance No. 20220817-005 to set the Fiscal Year 2022-23 Power Supply Adjustments, Community Benefit Charges, and Regulatory

Charges for Austin Energy, and make corresponding amendments to the Austin Energy Fiscal Year 2022-23 operating budget in Ordinance No. 20220817-004.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *With regard to the proposed changes, please provide available benchmarks or other comparable metrics from the other regions and utilities in Texas, particularly the competitive retailing areas.*

	<u>Avg. kWh*</u>	<u>Bill at Avg. Consumption</u>
Austin Energy (Current)	851	\$ 83.62
Austin Energy (Proposed)	851	118.07
Bluebonnet	1,225	133.95
Georgetown	860	119.02
New Braunfels	1,209	167.10
PEC	1,209	139.48
San Antonio	1,099	145.73
San Marcos	917	88.33
Ambit ONCOR territory	984	243.70
Ambit CenterPoint territory	984	254.88
Direct Energy ONCOR territory	1,096	239.97
Direct Energy CenterPoint territory	1,096	251.37
Veteran Energy	1,236	193.74
Reliant Energy	1,093	272.15

*Average consumption based on CY2020 EIA data.

Rates based on currently available tariffs posted to powertochoose.org and websites.

Item #71: Conduct a public hearing and consider an ordinance amending Ordinance No. 20220817-005 to set the Fiscal Year 2022-23 Power Supply Adjustments, Community Benefit Charges, and Regulatory Charges for Austin Energy, and make corresponding amendments to the Austin Energy Fiscal Year 2022-23 operating budget in Ordinance No. 20220817-004.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *What will be the change in the average bill for an Austin Energy customer?*

On a typical residential bill of 860 kWh, the PSA is expected to increase by \$17.55 and the Regulatory Charge by \$2.45 for a total of \$20.00. The Community Benefits Charge will not be impacted by Item 71.

Item #83: C814-89-0003.02 - 305 S. Congress - Approve second reading of an ordinance amending City Code Title 25 by rezoning property locally known as 305 South Congress Avenue (Lady Bird Lake Watershed). Applicant's Request: To rezone from planned unit development-neighborhood plan (PUD-NP) combining district zoning to planned unit development-neighborhood plan (PUD-NP) combining district zoning, to change conditions of zoning. This ordinance may include waiver of fees, alternative funding methods, modifications of City regulations, and acquisition of property.

COUNCIL MEMBER VELA'S OFFICE

Cost of residential units

1) What is the per unit subsidy to provide affordable housing at this project?

Through the Rental Housing Development Assistance (RHDA) and Ownership Housing Development Assistance (OHDA) programs, the Austin Housing Finance Corporation (AHFC) provides direct subsidy for the provision of affordable housing. These programs operate on a quarterly basis and are competitive by design. Developers must apply for financing with a complete development proposal including a timeline and budgetary information. Staff works with each developer to improve the application throughout the process, searching for ways to increase the number of subsidized units or decreasing the amount of funds requested. Staff also works with the developer to identify other funding sources and programs that may help achieve a lower subsidy per unit. Over the last several years, staff has been able to reduce the average subsidy per rental unit to approximately \$50,000 and the average subsidy per ownership unit to approximately \$80,000. Due to variations in the affordability level, the size of the units, and the target population (i.e. permanent supportive housing), the subsidy per unit may vary widely from one project to the next. Additionally, due to increased costs stemming from supply chain constraints and increasing interest rates, the average subsidy per unit may increase by as much as 50% over the next few years, though staff will continue to diligently pursue greater leverage for every dollar of City subsidy.

2) What is the normal subsidy for other types of developments in Austin? For example, your typical Texas Donut style development, or a garden style development.

Regardless of the development type, staff will diligently pursue every avenue to reduce the City subsidy per unit; however, staff recognizes that some development types are more expensive to build than others. For example, while a garden style apartment may occupy more land than a "Texas Donut", the compact nature of the Donut would be more appropriate in an area with higher land values. Additionally, while a garden-style apartment provides surface parking, the Donut would provide structured parking, which can be as much as ten times as expensive as surface parking. These differences may explain some variation in the development budget between these two types of projects, but not necessarily. Each development has a unique set of challenges that could be due to availability of funds, timing of any applications for financing, construction materials, or carrying costs.

TIRZ - SCW specific:

3) Is the TIRZ covering public infrastructure, such as water and wastewater pipes, that the city normally pays to upkeep and replace?

No. The TIRZ funding does not include maintenance costs.

4) Is the infrastructure that is currently in place at a point where it needs to be replaced even if the area isn't redeveloped?

As part of the Capital Improvement Plan and budget process, City staff assess needs for repairs and upgrades for infrastructure, such as streets, watershed protection, and utilities.

5) If the infrastructure needs to be replaced or redeveloped, how is that cost divided between the developer and the city?

For new development or higher density redevelopment, City staff determines adequacy of existing public infrastructure and, if additional capacity is needed, determines the proration of costs in accordance with service needed to serve the site. Once the Regulating Plan has been

adopted, the City can assess more accurately what infrastructure needs in South Central Waterfront are required and estimate costs accrued to City and to private owners.

6) *Will any of the upgraded infrastructure be used to service other parts of the South Central Waterfront?*

Staff has listed Barton Springs Road extension as a public improvement that would serve as a major arterial road for the district and for through traffic. Thus, it is listed as priority by staff for funds from the SCW TIRZ.

Cost of infrastructure

7) *When new developments are occurring in the suburbs, does the city have to pay for new infrastructure like parks, roads, and water/wastewater improvements to service those developments?*

In general developers pay for the cost of infrastructure for new development regardless of location. There are exceptions such as MUDs and PIDs in which the district pays for most infrastructure. In some cases the City pays for a developer to oversize infrastructure beyond what is needed for their project so the City may serve other future development. The City also collects fees such as parkland dedication fees for parkland and impact fees for water and wastewater infrastructure.

8) *How does the cost of providing infrastructure to dense infill development compare to providing infrastructure to new suburban development?*

Dense infill development generally has lower infrastructure costs per unit because there are more units per area of land and it is more likely that infrastructure is available to serve the development and does not need to be extended to the development.

9) *How do the maintenance costs on the infrastructure for dense infill and suburban infill development compare? Who usually pays for the maintenance of that infrastructure?*

On a per unit basis the costs of infrastructure maintenance is higher for suburban development because each "unit" of infrastructure serves more units. Maintenance of roads, pipes, parks etc. is generally covered by the City once the City confirms the infrastructure has been built to City standards.

10) *What is the added cost to provide fire and police services to new suburban development vs new infill development?*

Because infill development is more likely to be located near existing fire stations or police facilities, and therefore less likely to trigger the need for new stations, infill development is less expensive.

Cost of PARK?

11) *What is the cost of developing the proposed park on the Statesman PUD site?*

The costs below are baseline for the identified amenities at this point in the process. The PUD ordinance at this point, contemplates a future park design plan that may include other amenities that are not estimated below (playscape(s), nature play areas, board walk, etc.)

- 10 ft. wide natural vegetative buffer along dedicated parkland adjacent to Congress \$1 mil

- Great Steps estimated cost of \$4.6 mil
 - Great Lawn estimated cost of \$500K
 - Pier estimated cost of \$1 mil
 - Irrigation \$1.3 mil
 - Bat viewing area with underground cistern \$TBD (likely coincide with Great Lawn)
 - Amenitized water quality ponds to no more than .9 acres of surface area with an estimated cost of \$1.6m
 - 1700 linear feet of reconstructed hike and bike trail in consultation with the Safety and Mobility report at a cost of \$1m
 - ADA access to the hike and bike trail from Congress Bridge** (in addition to committed five (5) ADA access points and/or this access point can be included as part of the 5 not in addition to) \$3m
 - Appropriate interpretive/educational signage bat viewing and pond ecosystems \$TBD (likely coincide with Great Lawn)
 - Soft cost for development fee (estimated \$1.2m and design/permitting costs (\$5.1m) for a total of \$6.3m
- Rough Total Estimated: \$25 million

12) *Generally speaking, would a developer normally pay for a park of this scope on their own?*

Within the context of a PUD, a developer normally pays for an onsite park and the costs are balanced with entitlements received.

13) *What is the estimated Parkland Dedication fee that the development is required to pay? Is it paying above what is required?*

After parkland dedication is taken into account, the project will owe the remainder as Parkland Fee in Lieu. Based on a unit count of 1,375 residential units and 275 hotel rooms, the parkland fee in lieu will be \$3.6 million per current code. They will also owe a per unit Parkland Development fee of \$951,181, which is \$100 per unit above current code as agreed upon up to this point in the process. The total would be \$4.57 million, which PARD would approve to be invested in the park.

14) *If the value of the proposed park is greater than what would normally be required, how much extra value is that adding to the rest of the project? Can that extra value be captured in the TIRZ?*

If the question refers to cost, the differential between the required investment (\$4.57 million), and the baseline cost of the park (\$25 million) is \$20.43 million. The TIRZ analysis as included in the Preliminary Project and Financing Plan approved by Council in December 2021 includes the park (as well as trails and open space) as a public investment. See Exhibit D. Any potential for extra value to be captured would require additional analysis.

15) *What park improvements are envisioned for the site? How are they broken down by cost?*

See the cost breakdown in #1.

16) *How does the proportion of this PUD that is being developed as parkland compare to previous PUDs such as the Grove?*

	Units	Parkland Owed (Acres)	Parkland to be Dedicated (Acres)	% of Required Land satisfied by PUD	Total PUD Area (Acres)

Whisper Valley	9028	263	700	266%	2066
Sun Chase	5629	164	600	366%	1604
Camelback	200	6	27	464%	145
Estancia	2287	52	117	224%	594
Wildhorse	5000	114	171	149%	670
Easton Park	3900	114	192	169%	1300
*The Grove	1548	27	14.5	53%	76
*Statesman	1650	26.4	6.5	25%	19
For Statesman, 6.5 acres is proposed to be deeded, and 1.6 dedicated via easement-combined 8.1 acres.					

Parking:

17) Is underground parking considered a community benefit?

The City planning staff does consider the underground parking to be a community benefit. From an urban design perspective, not having parking garages on the shores of Lady Bird Lake is clearly superior. Underground parking is the most expensive type of parking, more than garage parking and much more than surface parking. According to the City's economic analysis consultant the underground parking adds \$71 million to the cost of the project above the cost of providing garage parking.

18) Does the underground parking add taxable value to the project?

Yes, the underground parking does add taxable value to the project.

19) Is the underground parking being paid for by the TIRZ? Could it be paid for by the TIRZ?

The parking will be paid for by the developer, not the TIRZ. The parking was never envisioned as one of the community benefits that could be covered by a TIRZ in the South Central Waterfront Plan and given its high cost would preclude funding other community benefits.

Other TIRZ:

20) What public infrastructure does the Waller Creek TIRZ pay for? How much revenue does the Waller Creek TIRZ generate?

City Council approved Item 12 on May 24, 2018, an ordinance (<https://www.austintexas.gov/edims/document.cfm?id=300423>) approving Amendment No. 2 (<https://www.austintexas.gov/edims/document.cfm?id=298785>) to the Project and Financing Plan for Tax Increment Financing Reinvestment Zone (TIRZ) No. 17 to update current project design and project cost estimates, to extend the length of time in which the TIRZ operates, and to provide the most recent estimates of underlying funding sources that are anticipated to pay for the construction of projects within the Waller Creek District. The TIRZ was initially created in 2007 to finance the construction of the Waller Creek Tunnel project.

- TIRZ Amendment #2 outlined the surface-level Project Plan within the Waller Creek Chain of Parks to be partially funded by the TIRZ. These improvements were split into "links":

- Waterloo Park Link: development of Waterloo Park and connection to Symphony Square
- Creek Delta Link: trail system improvements and ecosystem restoration between Lady Bird Lake and 4th Street, the revitalization of Palm Park, and construction of a shared-use operations and maintenance facility
- Connectivity Link: trail improvements and natural space restoration between 5th and 11th Streets
- The Refuge: a new park between 7th and 9th Street where the current Austin Police Department Headquarters and Municipal Court is located
- Pontoon Bridge: a bridge connecting the north and south shore of Lady Bird Lake

Below are 5-year actuals and the FY'22 current year estimate of Total Revenue generated for the Waller Creek TIRZ:

Waller Creek Revenue

FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 CYE
\$4,759,867	\$5,771,269	\$6,520,439	\$7,790,874	\$11,375,671	\$11,227,794

21) What public infrastructure does the Seaholm TIRZ pay for? How much revenue does the Seaholm TIRZ generate?

Seaholm Tax Increment Financing Fund 18 (TIF18) was created in 2008, and amended in 2012, as a financial mechanism to fund public improvements included in the Seaholm Master Development Agreement (MDA) that reflect elements of the Seaholm District Master Plan. The public improvements completed include rehabilitation of historic Seaholm Power Plant, a plaza, utility and street improvements. The proposed bicycle & pedestrian path under Union Pacific Railroad's (UPRR) tracks at Bowie Street was terminated in 2021 as City could not accept UPRR's final proposed terms. Staff of Austin Transportation in coordination with Financial Services is developing alternative multimodal connectivity solutions within the Seaholm District funded with \$6.6M remaining of Bowie Underpass funds. These funds are transferred to the Seaholm Capital Improvement Project budget. There are no additional project funds available.

Below are 5-year actuals and the FY'22 current year estimate of Total Revenue generated for the Seaholm TIRZ:

Seaholm Revenue

FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 CYE
\$902,880	\$1,443,779	\$1,493,372	\$1,529,833	\$1,836,975	\$1,858,092

22) Are there any existing TIRZ in Austin that are used to acquire land for a park or develop a park?

The Waller Creek TIRZ is the only active TIRZ used for parkland development and/or acquisition.

23) How common are TIRZ in Austin?

To date, Austin has 19 TIRZs that have been created; with five currently active:

- Second Street Redevelopment Project Tax Incrementing Financing Zone No. 15
- Mueller Redevelopment Project Tax Increment Financing Zone No. 16
- Waller Creek Redevelopment Project Tax Increment Financing Zone No. 17
- Seaholm Redevelopment Project Tax Increment Financing Zone No. 18
- South Central Waterfront Tax Increment Reinvestment Zone No. 19

24) How common are TIRZ statewide?

TIRZs are common statewide. The link below provides the number of TIRZs statewide and the jurisdictions that are actively utilizing them.

<https://comptroller.texas.gov/economy/docs/tirz-financials-log-08-2022.xlsx>

Item #83: C814-89-0003.02 - 305 S. Congress - Approve second reading of an ordinance amending City Code Title 25 by rezoning property locally known as 305 South Congress Avenue (Lady Bird Lake Watershed). Applicant's Request: To rezone from planned unit development-neighborhood plan (PUD-NP) combining district zoning to planned unit development-neighborhood plan (PUD-NP) combining district zoning, to change conditions of zoning. This ordinance may include waiver of fees, alternative funding methods, modifications of City regulations, and acquisition of property.

COUNCIL MEMBER TOVO'S OFFICE

1) Does a redlined version of the existing PUD ordinance exist, or is this ordinance intended to or is this ordinance intended to replace the existing PUD ordinance in its entirety?

This Law Dept has clarified this issue with CM Tovo's office. There is a not a redline of the July 28th ord vs. the June 16 version.

2) Please identify any part or subsection in the draft Statesman PUD ordinance where applicant is requesting a fee waiver or other public subsidy.

Per the PUD ordinance, the applicant will be able to invest required fees in lieu and park development fees into the park. Beyond these credits, the park investments shown in the Conceptual Open Space Plan (p25) appear to suggest the requirement for additional public subsidies.

3) Is there any inundated acreage, ie. land under the surface of Lady Bird Lake, included within the totals for parkland for this project? If so, how much?

Yes, 0.86 acres of Inundated Land. This will receive 0% park credit.

4) Is there precedent for allowing parcels to be set aside for water quality, flood, or other controls that serve adjacent or nearby development and still count these as dedicated parkland? If so, please identify the section of City code that addresses this situation.

Yes, there is precedent. Applicants must design drainage/water quality features with PARD approved recreational amenities. They must serve drainage needs of the park as well as any adjacent private development. (14.3.8 A. 2. Land containing a water quality or detention pond may be accepted at 50% per acre credit if the pond is designed and developed with PARD-approved recreational amenities.)

5) *The applicant proposes to dedicate 6.53 acres of parkland and another 1.59 acres of plaza, for a total dedication of 8.12 acres of open space.*

a. *How much of this total acreage includes water quality areas that cannot be developed?*

The total acreage of surface area for drainage and water quality (ponds and rain gardens) has been capped at 0.9 acres.

b. *How much of the proposed dedicated parkland would, as provided in the draft PUD ordinance, be occupied by the following uses:*

- i. *the proposed cistern (below the surface of the park)*
- ii. *raingardens serving as water quality controls for the development*
- iii. *any other water quality controls required for the proposed development (if there are any water quality control elements other than the cistern and raingardens)*

These acreages are not determined, only the total cap of 0.9 acres for the surface area, which does not include the underground cistern.

6) *Please confirm that the trail easement along Ladybird Lake will remain as an alternative path to the boardwalk.*

Yes the trail easement along Ladybird Lake remains as an alternative path to the Boardwalk. The Boardwalk feature appears in the “park plan”.

7) *How will the public access the trail easement during the period when the site is under construction?*

It has not yet been determined how the public will access the trail easement during site construction. In discussion, the applicant has made verbal commitments to reroute the trail so it can stay open during construction- which is consistent with other trail projects.

8) *Is there any other place along Lady Bird Lake that uses a boardwalk for reasons other than avoiding cliffs, bridge abutments or other features that make it difficult or extremely expensive to keep the trail on land? If so, please identify each of these locations and how they were funded.*

As the Parks and Recreation Department understands the situation, existing boardwalk sections were constructed when property owners were unwilling to sell their property or grant easements. Existing boardwalk was financed through transportation bonds. The details of the construction decisions may be better answered by Public Works or the Transportation Department.

9) *Is the internal plaza or a similar feature required for adequate fire access to the proposed PUD buildings? Is it required for any other development purposes? Is this plaza being counted as “dedicated park land” under the proposed PUD ordinance (and if so, how much)?*

The Internal Plaza (also called the Great Steps) is proposed as a Parkland Easement, approximately 0.68 acres, and will receive 50% parkland credit. The fire access issues will be addressed at the time of site plan but at this time staff is not aware of any development purpose for the plaza other than providing access to the parkland, serving as an amenity and pedestrian access to two of the buildings.

10) *Please identify how many more units would be provided under the 10% requirement for affordable housing in the ordinance that Council passed on first reading versus the 4% contained in the alternative proposal from Council Member Vela.*

At the 4% level the project would have approximately 55 affordable units. At 100% the project would have approximately 150 affordable units.

- 11) *Did staff use the site's existing entitlements (ie. the existing PUD) to set the original baseline? If not, please explain staff's rationale.*

Staff did not use the existing entitlements in determining the recommendation. Rather staff used the recommendation for this tract contained in the South Central Waterfront Vision Plan which calls for 4% affordable housing on this site. In the plan this number attempts to account for the fact that this parcel also has other community benefits such as Barton Springs Rd and the waterfront park that other parcels within the SCW area do not have to provide. Additionally, this is an amendment to an existing PUD that does not trigger Tier 3 requirements.

- 12) *Please calculate and provide the number of affordable housing units and other community benefits that would be required using the existing entitlements as the baseline. Please calculate the number of affordable units based on the Planned Unit Development requirement of 10% of the delta (between existing and proposed entitlements) as well as the 4% proposed by the developer.*

The existing PUD allows for roughly 600,000 sq ft of development. The proposed development is 3.5 million sq ft. That would equate to an estimated bonus area of 2,900,000. Applying the Tier 3 affordability formula this would mean an estimated 290,000 square foot of affordable rental space and 145,000 square foot of affordable ownership space. The number of units would depend upon the size of each unit. At 1,000 sq ft each that would translate to 290 rental units.

- 13) *Which Water Forward elements do the Statesman developers propose to include or not include?*

These are the Water Forward items the applicant has agreed to:

DEMAND MANAGEMENT STRATEGIES

Advanced Metering - The project infrastructure and service to each proposed building will be designed to accept City of Austin Smart Water Meters. If smart meters are unavailable for purchase at the time of initial meter installation, AWU will be required to install the Smart Water Meters when readily available.

Landscape Transformation – The project will install water efficient landscapes to the fullest extent possible additionally landscape proposed will be required to meet the PUD environmental requirements

noted in the environmental restoration plan, in the event of conflict the restoration plan shall govern.

Irrigation Efficiency – Provide high efficiency irrigation systems that include advanced irrigation controllers to decrease water consumption by responding to leaks, high pressure, soil moisture, and making flow data accessible.

Alternative Water Use –

Stormwater Harvesting – we are collecting 55,000 cubic feet of stormwater for water quality that will be utilized for irrigation onsite.

Rainwater Harvesting - we are collecting 55,000 cubic feet of stormwater for water quality that will be utilized for irrigation onsite.

Grey water Harvesting - No Greywater is proposed to be collected and reused on site – however the Dual plumbing in the proposed buildings will allow either auxiliary, greywater, or reclaimed water reuse in buildings.

Wastewater Reuse - No wastewater is proposed to be collected and reused on site – however the Dual plumbing in the proposed buildings will allow either auxiliary, greywater, or reclaimed water reuse in buildings.

AC Condensate Reuse - No AC Condensate is proposed to be collected and reused on site – however the Dual plumbing in the proposed buildings will allow either auxiliary, greywater, or reclaimed water reuse in buildings.

WATER SUPPLY STRATEGIES

Direct Non-Potable Reuse (Centralized Reclaimed Water System) – The project will provide an extension of a public reclaimed water main from Riverside and Barton springs road intersection to the development for connection of the buildings to reclaimed water. Additionally Build internal reclaimed

services to each building and facilitate looping of distribution reclaimed mains to the south of the project within the Barton Springs Extension. Connection to the Reclaim system is not required until AWU can provide reliable reclaimed service to the city.

Onsite Water Reuse Systems (OWRS) - Greywater or Blackwater – No Greywater or Blackwater systems are proposed by this project. However, if either of these systems are developed as part of the South Central Waterfront Plan, as a project by others, however the Dual plumbing in the proposed buildings will allow either auxiliary, greywater, or reclaimed water reuse in buildings.

Indirect Potable Reuse (IPR) through Lady Bird Lake – NOT IN THE SCOPE OF THIS PROJECT – THIS STRATEGY IS ONLY IMPEMENTED BY AWU IN EXTREME EMERGENCY CONDITIONS. This water source would not change the building design as the water will be delivered to the project through the existing domestic meters.

Item #87: Authorize negotiation and execution of agreements with four social service agencies to provide street outreach services for an initial 12-month term beginning October 1, 2022, in a combined amount not to exceed \$2,007,832, with one 12-month extension option in a combined amount not to exceed \$2,007,832, for a total agreement amount not to exceed \$4,015,664 divided among the agencies.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide additional information on each of these contracts including: expected deliverables, number of individuals anticipated to be served, whether these organizations have other contracts with the APH and how these contracts differ from any other contracts they have with APH.*

Through this RCA, APH is requesting council approval to negotiate the overall scope of work and specific deliverables therefore this information is not yet available. As written in the Request for Proposal, of which these vendors applied and are being recommended for award, the services to be provided are intended to **increase** coordinated Street Outreach Programs to actively identify and engage persons

experiencing unsheltered homelessness and connect them to needed services to resolve their homelessness using a housing focus methodology.

Below are the CURRENT contracts that APH has with the recommended vendors that will provide services in FY23:

Youth and Family Alliance:

- Counseling Social Services – \$113,861
- Collective Impact Continuum Youth Housing program - \$333,721
- Youth Dedicated Rapid Rehousing program - \$1,878,931
- Youth Education Development program - \$392,995
- Early Childcare Classroom program - \$128,000

Urban Alchemy-

- ARCH - \$2,246,808

Sunrise Community Church –

- Emergency Housing Vouchers – Permanent Supportive Housing - \$350,000
- Sunrise Community Church- Prevent Violence by Intervention and Education - \$65,000

Austin Area Urban League –

- Southbridge Shelter - \$2,540,000
- Rapid Rehousing - \$431,520



Council Question and Answer

Related To

Item AHFC#2

Meeting Date

September 29, 2022

Additional Answer Information

Item AHFC#2: Authorize the negotiation and execution of various agreements with nonprofit organizations and partnerships to prevent the displacement of renters and homeowners and create economic mobility opportunities in the most vulnerable communities within one mile of Project Connect stations and lines, in an amount not to exceed \$20,000,000 divided among the non-profit organizations and partnerships.

MAYOR ADLER'S OFFICE

1) *For the Community Initiated Solutions (AHFC #2), do you have a list of the projects proposed?*

Attached please find a comprehensive summary (including demographic information) of the applications received and those recommended for funding.



**HOUSING &
PLANNING**



**AUSTIN HOUSING
FINANCE CORPORATION**

COMMUNITY INNOVATION

Project Connect

Community Initiated Solutions

Project Summaries & Related Demographic Information

Contents

- Community Initiated Solutions 2022 Funding Priorities
- Project Descriptions
- Analysis of Demographic Information for Applicants and Recommended Awardees
- Demographic Information of Community Evaluators
- Outreach and Engagement Activities



Community Initiated Solutions 2022 Funding Priorities

\$20 million is available for nonprofit organizations and partnerships for the following priorities:



Renter/tenant stabilization



Expansion and preservation of homeownership opportunities



Other anti-displacement strategies



Project Descriptions

1. Goodwill Industries of Central Texas

Connections to Work

Goodwill Central Texas will support economic mobility within impacted areas through workforce programs providing job training and occupational skills training credentials for living-wage positions; financial capability services; and direct rent/mortgage and utility relief for BIPOC participants.

2. Interfaith Action of Central Texas_iACT

iACT Financial Education & Literacy Program

The iACT Financial Education and Literacy Program will provide financial education to vulnerable children, grades 6-12, and their families to help prepare them for a financially secure future.

3. Meals on Wheels Central Texas

Client Assistance Program

Our proposed Client Assistance Program will use anti-displacement funds to provide case management and financial assistance (including rent, utilities, mortgage, financial education, and other housing expenses) to Meals on Wheels Central Texas (MOWCTX) clients who are most at-risk of displacement.



Project Descriptions

4. Austin Voices for Education and Youth

North Austin/Rundberg Community Stabilization Project

The North Austin/Rundberg Community Stabilization Project will use rent assistance for short-term stabilization, social work case-management to increase resource access, and workforce education, community building, advocacy and tenant rights education to increase long-term housing stability.

5. Workers Defense Project Building And Strengthening Tenant Action

Combatting Displacement Through Tenant and Worker Power

This proposal builds tenant resiliency in Project Connect corridors by engaging renters in housing and economic justice organizing campaigns; leveraging Community Benefits Agreements to achieve tangible improvements in their communities; and building infrastructure to combat displacement events.

6. Catholic Charities of Central Texas

Financial Stability Program

Catholic Charities of Central Texas requests \$1,924,000 to spend over three years to assist 150 households in vulnerable or active displacement. We will stabilize families through financial aid, long-term case management, financial literacy education, and wraparound services.



Project Descriptions

7. Business & Community Lenders

The Austin CLT Accelerator

The Austin CLT Accelerator will grow and scale the capacity of a cohort of nonprofits to increase community land trust availability, establishing long-term affordable homeownership opportunities along Project Connect transit lines to help households stabilize their finances and avoid displacement.

8. El Buen Samaritano

We Belong Here : Nuestros Hogares

El Buen Samaritano's ""We Belong Here"" project advances anti-racist strategies in solidarity with BIPOC communities. Funds will assist tenants with rent/cash/utility, provide workforce and asset-building, implement cradle-career education, and strengthen cultural anchor capacity.

9. Del Valle Community Coalition

Homeowner Resilience Program

DVCC will support Southeast Austin homeowners at risk of displacement by providing community investment and strategies to preserve and build wealth that are responsive to homeowner needs via counseling, advocacy capacity-building, financial assistance and educational Homeowner Resilience events.



Project Descriptions

10. Communities in School of Central Texas

CIS Student and Family Assistance: Relational, Timely Support to Prevent Housing Displacement

CIS surrounds students with a community of support, helping them engage in school, graduate, and achieve success in life. The Student and Family Assistance (SAFA) program provides financial support to address housing insecurity, helping to stabilize students' home lives and preventing displacement.

11. Austin Cooperative Business Foundation Asociación de Residentes

Asociación de Residentes North Lamar Anti-Displacement Improvements

The Asociación de Residentes North Lamar(ARNL) is a Manufactured Housing Community owned by residents as a cooperative. This proposal will fund Health and Safety improvements to the community and provide financial assistance to individual homeowners to address costly deferred home maintenance.

12. Life Anew Restorative Justice Inc.

Life Anew Anti-Displacement Property Ownership

Life Anew Restorative Justice, The Langford Firm, and NeerG Build And Design will utilize the anti-displacement funds to educate BIPOC homeowners on land ownership, estate planning, Zero Energy, and Condo Regime. We will also provide Financial Literacy and funding for property development.



Project Descriptions

13. Austin Tenants Council

Preserving, Asserting & Growing the Rights of Austin Tenants

The Austin Tenants Council (ATC) believes in the right to safe, decent, and fair housing. The anti-displacement funding will help ensure housing stability by correcting Fair Housing Act violations and empowering tenants to exercise their rights through mediation, advocacy, and education.

14. Mama Sana Vibrant Woman

Rental Assistance for Families of Color in Austin's Eastern Crescent

Mama Sana Vibrant Woman (MSVW) seeks funding in renter stabilization funds to support emergency rental assistance/eviction prevention grants to BIPOC who receive pregnancy, birthing, and/or postpartum services from MSVW and/or any member of Austin's Maternal Health Equity Collaborative (MHEC).

Analysis of Demographic Information for Applicants and Recommended Awardees

ORGANIZATION NAME	COMPLETE? Y/N	RECOMMENDED? Y/N	RECOMMENDED AMOUNT	Board Percent BIPOC	Board % 55+
Goodwill Industries of Central Texas	Y	Y	\$ 2,000,000.00	33%	40%
Interfaith Action of Central Texas _iACT	Y	Y	\$ 256,650.00	61%	44%
Meals on Wheels Central Texas	Y	Y	\$ 900,000.00	31%	38%
Austin Voices for Education and Youth	Y	Y	\$ 1,268,000.00	50%	0%
Workers Defense Project_Building And Strengthening Tenant Action	Y	Y	\$ 2,000,000.00	71%	21%
Catholic Charities of Central Texas (CCCTX)	Y	Y	\$ 1,924,000.00	35%	41%
Business & Community Lenders	Y	Y	\$ 2,000,000.00	78%	54%
El Buen Samaritano	Y	Y	\$ 2,000,000.00	46%	15%
Del Valle Community Coalition	Y	Y	\$ 1,100,000.00	100%	20%
Communities in School of Central Texas	Y	Y	\$ 1,500,000.00	64%	14%
Austin Cooperative Business Foundation Asociación de Residentes	Y	Y	\$ 516,206.00	32%	48%
Life Anew Restorative Justice Inc	Y	Y	\$ 2,000,000.00	100%	100%
Austin Tenants Council	Y	Y	\$ 997,310.00	60%	30%
Mama Sana Vibrant Woman	Y	Y	\$ 1,537,834.00	86%	0%

Analysis of Demographic Information for Applicants and Recommended Awardees

ORGANIZATION NAME	COMPLETE? Y/N	RECOMMENDED? Y/N	RECOMMENDED AMOUNT	Board Percent BIPOC	Board % 55+
Youth and Family Alliance dba LifeWorks	Y	N		50%	0%
The Museum of Human Achievement MoHA	Y	N		58%	0%
FII National - Up Together	Y	N		73%	36%
Austin Coop Business Foundation	Y	N		14%	0%
Black Trans Leadership of Austin (BTLA)	Y	N		43%	0%
Drive a Senior-ATX	Y	N		45%	55%
Black Leaders Collective Austin Community Foundation	Y	N		67%	0%
East Austin Conservancy	Y	N		100%	33%
Go Austin Vamos!	Y	N		100%	0%
Austin Cooperative Business Foundation, Nill Consulting	Y	N		20%	27%
Dream Come True Foundation	Y	N		50%	50%
Foundation Communities Inc	Y	N		50%	0%
Chestnut Neighborhood Revitalization Corporation	Y	N		60%	0%
Blackland Community Development Corporation (BCDC)	Y	N		0%	

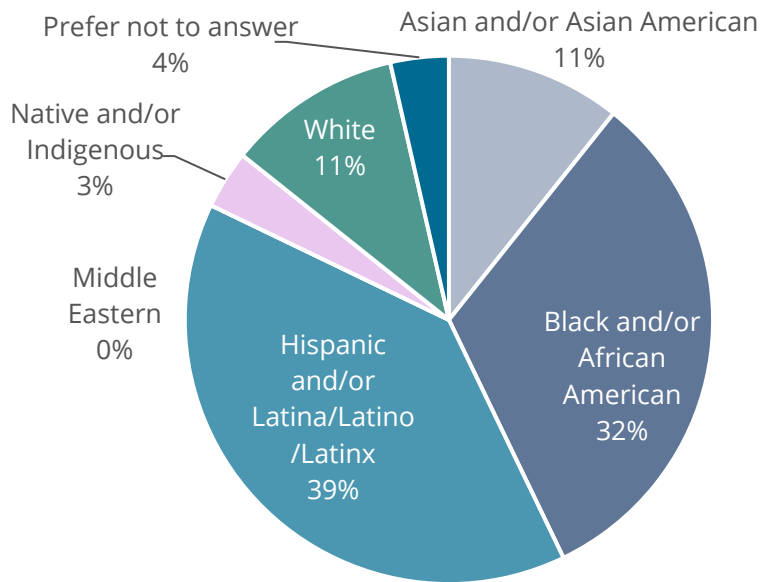
Analysis of Demographic Information for Applicants and Recommended Awardees

ORGANIZATION NAME	COMPLETE? Y/N	RECOMMENDED? Y/N	RECOMMENDED AMOUNT	Board Percent BIPOC	Board % 55+
Austin Area Urban League	N			93%	13%
Delivering Unto You	N			100%	0%
Foundation Communities Inc	N			50%	0%
Montopolis CDC	N			100%	22%
Rebuilding Austin Together	N			44%	22%
Springdale Park Neighbors	N			-	-
YWCA Greater Austin in partnership	N			-	-

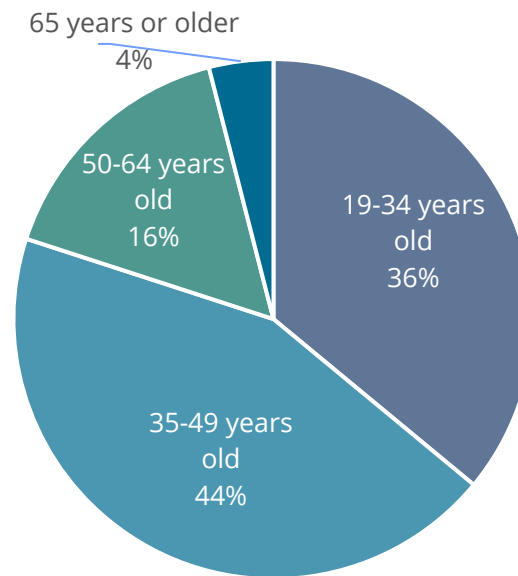


Demographic Information for Community Evaluators

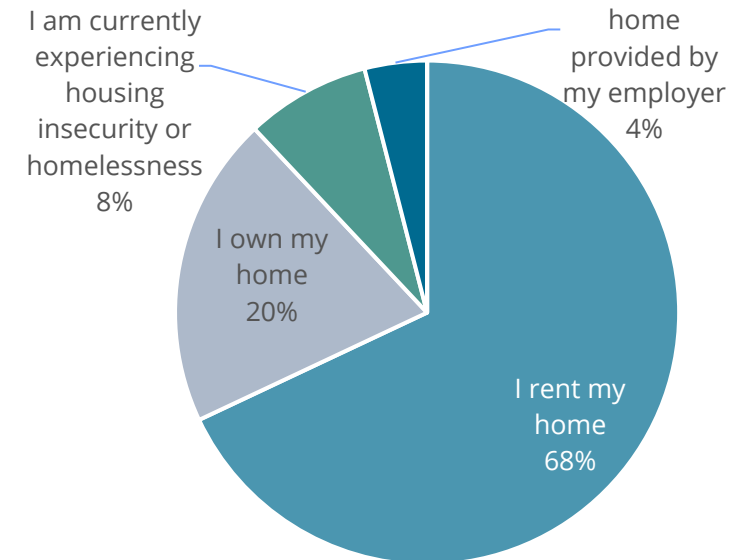
88 applications received / 25 evaluators selected



Race/Ethnicity



Age



Housing Status



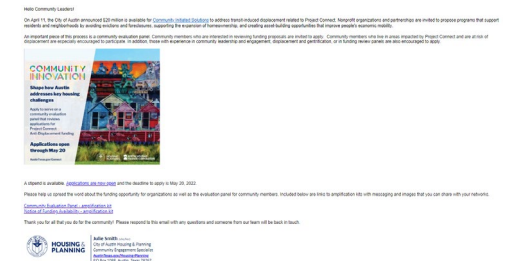
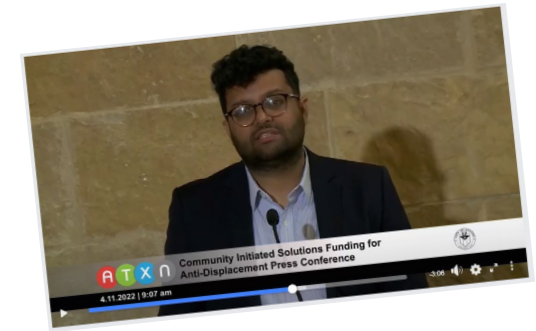
HOUSING &
PLANNING



AUSTIN HOUSING
FINANCE CORPORATION

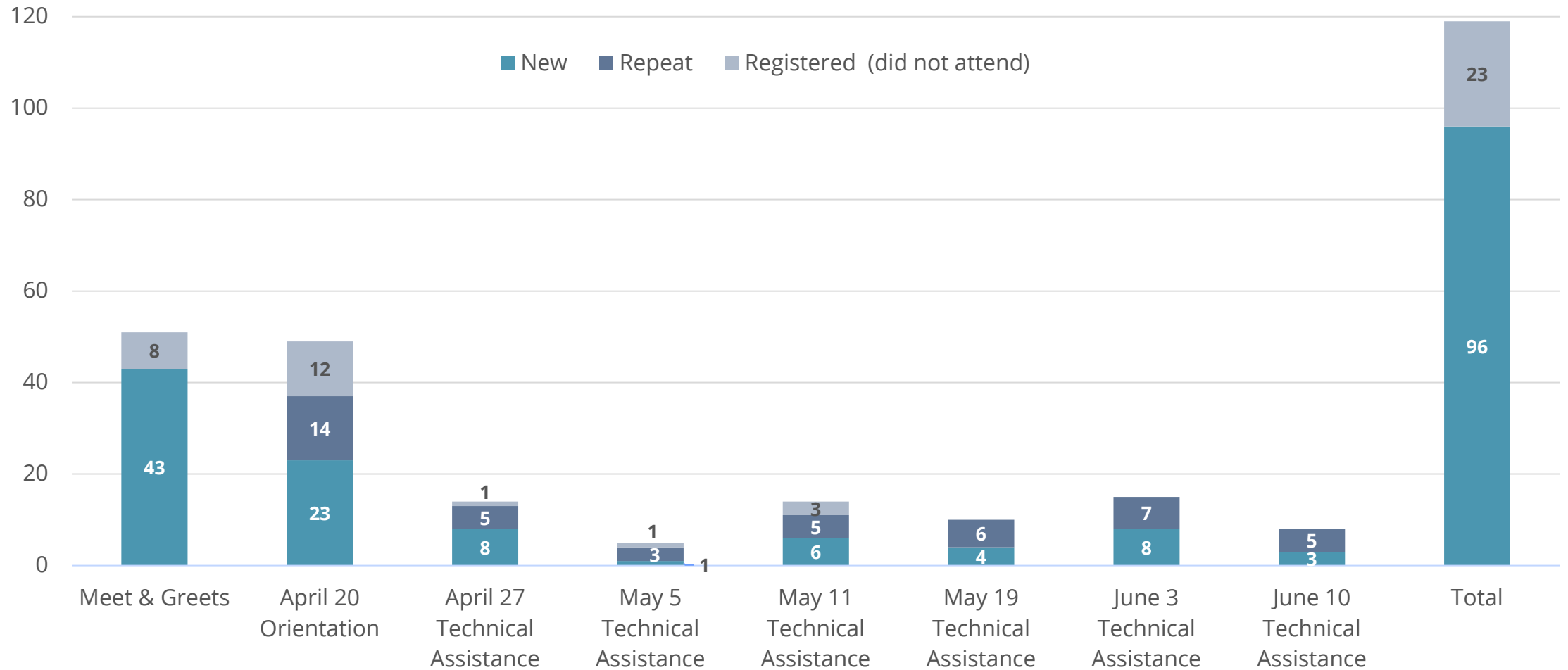
Outreach & Engagement Activities

- 5 Meet & Greet sessions (pre-solicitation)
- Press Release & Press Conference
- Emails to 220 organization leaders
- Mailers to 192 organizations
- Amplification kits to 20+ engagement partners (chambers, coalitions, support & convening organizations) & 400+ faith/neighborhood/community leaders
- 6 Technical Assistance workshops





Organizations Engaged





HOUSING &
PLANNING



AUSTIN HOUSING
FINANCE CORPORATION

Evaluator Outreach & Engagement

- Press Release
- Emails to 220 organization leaders
- Flyers in 5 languages:
18 libraries, 5 community centers, 2
ACC Campuses, 5 community events
- Amplification kits to 20+ engagement partners
(chambers, coalitions, support &
convening organizations) & 400+
faith/neighborhood/community leaders
- Media: KUT Black Austin Matters & The Austin
Common





Council Question and Answer

Related To

AHPFC Items #2-4

Meeting Date

September 29, 2022

Additional Answer Information

AHPFC Item #2-4: Inducement resolutions related to applications for private activity bond financing for proposed affordable multi-family developments

COUNCIL MEMBER KELLY'S OFFICE

1) *How were these Limited Partnerships selected for these projects?*

The Applicant's proposed ownership structure (typically a limited partnership or a limited liability company) is included in the PAB Application. This includes information on the partners' development experience and financial condition. This information is considered alongside other factors as mentioned in the PAB program guidelines.



Council Question and Answer

Related To

AHPFC Item #2-8

Meeting Date

September 29, 2022

Additional Answer Information

AHPFC Items #2-8:

Inducement resolutions related to applications for private activity bond financing for proposed affordable multi-family developments.

COUNCIL MEMBER KELLY'S OFFICE

1) *How were the locations for affordable housing selected?*

Applicants select locations based on their development objectives unless the development is to be constructed on land owned by AHFC. The location of each proposed development that is selected by the Applicant is considered alongside other factors as mentioned in the PAB program guidelines. For locations not owned by AHFC, Applicants must demonstrate site control for the location either as the owner of the property or through an option to purchase the property

2) *Who owns the properties once they are purchased with these bonds?*

The limited partnership or the limited liability company will be the property owner if bonds are issued and the development successfully closes; however, in certain circumstances, AHFC will be the land owner and ground lease the land to the owner partnership or company. In a ground lease situation, the owner entity owns a leasehold interest in the development under the ground lease for a period of at least 55 years.



Council Question and Answer

Related To

AHPFC Items #5-8

Meeting Date

September 29, 2022

Additional Answer Information

AHPFC Items #5-8: Inducement resolutions related to applications for private activity bond financing for proposed affordable multi-family developments.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Were these limited partnerships filed by anyone at the City of Austin or the Austin Housing Finance Corporation?*
PAB Applications for Partnerships between the Applicant and AHFC are prepared by the Applicant in collaboration with AHFC staff. Typically, AHFC serves as a general partner of the limited partnership (or managing member of the limited liability company) of the ownership entity.



Council Question and Answer

Related To

Item #2

Meeting Date

September 29, 2022

Additional Answer Information

Item #2: Authorize negotiation and execution of an amendment to the interlocal agreement with Travis County for the City's provision of animal services, for a three-month term beginning October 1, 2022, in an amount not to exceed \$657,995 to be paid to the City.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Please provide a copy of the amendment to the interlocal agreement.*
Please see attached.

**FIRST RENEWAL
OF THE AMENDED AND RESTATED INTERLOCAL
COOPERATION AGREEMENT BETWEEN THE CITY
OF AUSTIN AND TRAVIS COUNTY FOR ANIMAL
SERVICES**

This First Renewal ("Renewal") of the Amended and Restated Interlocal Cooperation Agreement for Animal Services ("Agreement") is by and between the City of Austin, a municipal corporation and political subdivision of the State of Texas ("City"), and Travis County, a political subdivision of the State of Texas ("County"). The City and County will herein be referred to collectively as the "Parties."

RECITALS

The Parties have historically collaborated to provide animal services throughout Travis County and the City of Austin. Effective October 1, 2021, the Parties entered into an Amended and Restated Interlocal Cooperation Agreement to provide animal services with an Initial Term of October 1, 2021 to September 30, 2022. The Parties now desire to extend the Agreement for a three-month renewal term beginning October 1, 2022 through December 31, 2022 while the Parties finalize negotiation of the Agreement.

In consideration of these recitals and mutual covenants in this Renewal, the Parties agree as follows:

1. First Renewal Term.

(a) Renewal Term. The Parties agree to renew the Agreement for an additional three-month term beginning October 1, 2022 and continuing through December 31, 2022 ("First Renewal Term"), unless earlier terminated pursuant to the terms of the Agreement.

(b) Ratification. The Parties agree to ratify continuation of the Parties' rights and obligations under the Agreement from October 1, 2022 until execution by both Parties of this Renewal.

(c) All terms and conditions of the Agreement remain in full force and effect during the First Renewal Term unless amended by the Parties by written agreement.

[Signature Page to Follow]

BY THE SIGNATURES affixed below, this Renewal is hereby incorporated into and made a part of the Agreement. This Renewal is effective as of October 1, 2022.

CITY OF AUSTIN

BY: _____
Stephanie Hayden-Howard
Assistant City Manager

BY: _____
Don Bland
Chief Animal Services Officer
Director, Austin Animal Center

Date: _____

Date: _____

TRAVIS COUNTY

BY: _____
Andy Brown
County Judge

Date: _____

County Approvals:
As to Legal Form:

Assistant County Attorney

Date: _____

Funds Certified By:

Patti Smith, County Auditor

Date: _____

Purchasing:

Bonnie S. Floyd, Purchasing Agent

Date: _____



Council Question and Answer

Related To

Item #3

Meeting Date

September 29, 2022

Additional Answer Information

Item #3: Authorize negotiation and execution of contracts with terms of up to 15 years for capacity and energy with certain Austin Energy customers with on-site backup generation as part of a Resiliency-as-a-Service pilot program, for an aggregate contracted capacity of up to 25 megawatts and estimated annual contracted amount of \$3,375,000.

MAYOR PRO TEM ALTER'S OFFICE

1) *Please provide additional information on how and under what conditions the money would be spent, including what financial obligations AE would have when the generators are or are not providing generation to the grid.*

Austin Energy would make a monthly payment to each generation owner for the option to utilize these assets in ERCOT's wholesale market. In addition, when dispatching energy from these assets to the grid, Austin Energy would pay for the power generated. These payments, however, would be offset by benefits to Austin Energy's customers through generation revenue, ancillary services, load reduction, reduced 4CP (peak load) costs as well as congestion relief in our service territory with the intent of making this arrangement cost neutral for our customers over the term of the contract.



Council Question and Answer

Related To

Item #3

Meeting Date

September 29, 2022

Additional Answer Information

Item #3: Authorize negotiation and execution of contracts with terms of up to 15 years for capacity and energy with certain Austin Energy customers with on-site backup generation as part of a Resiliency-as-a-Service pilot program, for an aggregate contracted capacity of up to 25 megawatts and estimated annual contracted amount of \$3,375,000.

COUNCIL MEMBER KELLY'S OFFICE

1) *How long will the pilot program last? What metrics are used to determine if the pilot is successful?*

The Resiliency-as-a-Service pilot program will last until the 25 MWs has been fully contracted. Metrics determining pilot success are as follows:

- Does the product meet customer needs and expectations for resiliency?
 - o Measure customer satisfaction
- Asset Valuation – Is the product protecting load in the wholesale market by minimizing costs and/or generating revenue?
 - o Measure wholesale product usage and hedge effectiveness
 - o Asset availability – asset must meet contractual availability factor
 - o Material risk measured – physical assets are an insurance product whether risk materializes or not



Council Question and Answer

Related To

Item #3

Meeting Date

September 29, 2022

Additional Answer Information

Item #3: Authorize negotiation and execution of contracts with terms of up to 15 years for capacity and energy with certain Austin Energy customers with on-site backup generation as part of a Resiliency-as-a-Service pilot program, for an aggregate contracted capacity of up to 25 megawatts and estimated annual contracted amount of \$3,375,000.

COUNCIL MEMBER KITCHEN'S OFFICE

- 1) *How will this additional generation capacity (up to 25MW) be factored into the City's Generation Plan and Net-Zero goals?*

The projected capacity usage will be limited to meeting the city's needs for wholesale hedging. By the city controlling the generation, we are able to focus and minimize run time for targeted protection. The program's generation capacity will be added to the utility's generation forecast and added to emission reporting.

- 2) *Considering this is proposed as a pilot up to 25MW, what is the potential maximum generation capacity for an RaaS program?*

The RaaS program contemplates a 50 MW program for generation behind the meter and a 200 MW program for larger customers who require resiliency in front of the meter.

- 3) *Are there parameters around when these resources can be activated and conversely must be shut off?*

Yes, these resources will be used for specific wholesale products when they provide protection and/or generate revenue. As mentioned in the first response, usage of these resources will be limited to meeting the city's needs for wholesale hedging. By the city controlling the generation, we are able to focus and minimize run time for targeted protection.



Council Question and Answer

Related To

Item #3

Meeting Date

September 29, 2022

Additional Answer Information

Item #3: Authorize negotiation and execution of contracts with terms of up to 15 years for capacity and energy with certain Austin Energy customers with on-site backup generation as part of a Resiliency-as-a-Service pilot program, for an aggregate contracted capacity of up to 25 megawatts and estimated annual contracted amount of \$3,375,000.

COUNCIL MEMBER FUENTES' OFFICE

1) Approximately how many AE customers have been identified to participate in the Resiliency-as-a-Service (RaaS) pilot Program projects supporting the food supply chain? How will engagement occur to encourage these customers to participate in the pilot program?

HEB has 24 sites that would like to engage with AE's RaaS program. Additionally, we have interest from Randall's, Costco and Target. Our Customer Energy Solutions team has been developing documentation for customers and training staff on RaaS program details to collaborate with and guide grocers to identify the correct solution to meet their needs.



Council Question and Answer

Related To

Item #7

Meeting Date

September 29, 2022

Additional Answer Information

Item #7: Approve a resolution authorizing Austin Water to continue a pilot program and issue incentives during Fiscal Year 2022-2023 for alternative onsite water reuse systems for large new commercial and multi-family developments under Austin Water's regulatory framework in a total aggregate amount not to exceed \$1,000,000, and not to exceed \$500,000 for each individual project.

COUNCIL MEMBER KELLY'S OFFICE

- 1) How many total businesses have reached the 3,000,000 gallon requirement in order to receive the \$500,000 incentive?

Austin Water has not awarded any incentives at this time. Staff has reserved funds in FY23 for two applications for the on-site water reuse system incentives which are pending design approval. One is for a 3,000,000 gallon per year system which would receive a \$500,000 incentive. The other application is for a 1,000,000 gallon per year system that would receive a \$250,000 incentive.



Council Question and Answer

Related To

Item #7

Meeting Date

September 29, 2022

Additional Answer Information

Item #7: Approve a resolution authorizing Austin Water to continue a pilot program and issue incentives during Fiscal Year 2022-2023 for alternative onsite water reuse systems for large new commercial and multi-family developments under Austin Water's regulatory framework in a total aggregate amount not to exceed \$1,000,000, and not to exceed \$500,000 for each individual project.

MAYOR PRO TEM ALTER'S OFFICE

1) *What have you learned so far through the pilot about the opportunities and challenges of implementing an alternative onsite water reuse system?*

Much has already been learned through the program. For example, we have identified parts of the application and water balance calculator that are confusing for first-time applicants so we will be making updates to these items prior to the mandatory program. We've also learned that the onsite water reuse mandate will need to be less open ended so that the systems that are designed are optimizing potable water offset without being overly complicated or costly. The pilot program has been successful with project owners that were already planning to incorporate onsite water reuse. The other project owners that have expressed interest after outreach from AW have thus far not committed to the program. We speculate that in the current development climate, project owners are choosing project expediency over the uncertainty of a new program permitting process



Council Question and Answer

Related To

Item #9

Meeting Date

September 29, 2022

Additional Answer Information

Item #9: Authorize negotiation and execution of an interlocal agreement with the Capital Area Council of Governments authorizing the City to maintain and update the Capital Area Emergency Communications District's 9-1-1 Geographic Information System database for Fiscal Year 2022-2023.

COUNCIL MEMBER KELLY'S OFFICE

1) *Please provide a copy of the five previous interlocal agreements with the Capital Area Council of Governments as well as the current agreement for approval.*

Attached are executed agreements covering 2018-2022 (the 2018-2020 agreement is the only multi-year agreement; all others are 12-month agreements). The Fiscal Year 2021 agreement was amended to extend the contract date.

CAPITAL AREA EMERGENCY COMMUNICATIONS DISTRICT

INTERLOCAL CONTRACT FOR NEXT GENERATION 9-1-1 DATABASE PROGRAM

Section 1. Parties and Purpose

- 1.1. The Capital Area Emergency Communications District ("CAECD") is a regional emergency communications district and political subdivision of the State of Texas organized and operating under Chapter 772, Subchapter G of the Health & Safety Code, as amended. CAECD has developed an annual budget to operate and maintain Next Generation 9-1-1 emergency communications service within the District.
- 1.2. The City of Austin ("City") is a Texas home-rule municipality situated in Hays, Travis, and Williamson Counties, Texas that has agreed to participate in the District as authorized by Chapter 772 of the Health and Safety Code.
- 1.3. This Interlocal contract is entered into between CAECD and City under Chapter 791 of the Government Code so that City can participate with CAECD in implementing the Next Generation 9-1-1 emergency communications system in the district. For purposes of carrying out CAECD's and City's duties and obligations under this agreement the parties understand and agree that references to CAECD and includes their employees, officers, directors, volunteers, agents (including, as to CAECD, the Capital Area Council of Governments – CAPCOG), and their representatives, individually, officially, and collectively.

Section 2. Goods and Services

- 2.1. City agrees to coordinate implementation and collection of the Geographic Information System (GIS) data on a countywide basis in accordance with the standards adopted for the Capital Area Council of Governments (CAPCOG) GIS Program. Specifically, City agrees to:
 - A. Coordinate 9-1-1 GIS activities within the City and municipalities in Travis County to develop and enhance the 9-1-1 GIS coverage required by Mapped ALI and the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B, to this contract. The City must develop, compile and maintain current, seamless countywide coverage for street centerlines, address points, Emergency Service Zones (ESZs) and city limits in both the incorporated and unincorporated areas of Travis County.
 - B. Provide to CAPCOG GIS datasets described in Section 2.1.A that are in accordance with the *CAPCOG NG9-1-1 Transitional GIS Data Requirements*, Attachment B. This document describes the technical requirements and expectations for GIS data maintenance and monthly submissions.
 - C. Submit by the first business day of each month to CAPCOG's GIS Department a copy of updated GIS datasets for street centerlines, address points, ESZ boundaries, and city limit boundaries. All files submitted to CAPCOG must be in ESRI File geodatabase format, and must

be in a common projected coordinate system. CAPCOG agrees to perform quality assurance/quality control procedures through the 5th business day of the month, including any coordination necessary with Travis County that may involve the City making corrections to mandatory components of their work – See Attachment B requirements. By the 7th business day of the month, CAPCOG will begin pushing the updated/corrected GIS datasets to the mapping servers designated by CAECD. It is expected that by the 9th business day of each month the GIS datasets will be updated.

- D. Enter into contracts with Travis County, cities within Travis County, the Travis Central Appraisal District, other public entities, and private interests located within the City in order to obtain Mapped ALI GIS data so the City may perform its duties described in Section 2.1.A. and support the effectiveness of emergency service delivery related to 9-1-1 GIS coverages.
- E. Track County commissioner's court and city council meetings that relate to development and improvement of GIS implementation for emergency services delivery. If an issue arises where either the County commissioner's court or city council takes a course of action that would interfere with or be inconsistent with the data development and maintenance procedures followed by the City, the City must notify CAECD in writing within two business days in order to facilitate the development of an appropriate response.
- F. Resolve conflicts and problems related to the 9-1-1 GIS data maintained by City. If any issue regarding the GIS data arises which the City cannot resolve on its own, the City must contact CAECD within two business days in order to determine the best course of action to resolve the issue.
- G. Maintain the automatic location information (ALI) database (also called the 9-1-1 database) for the City area. This includes, but is not limited to, correcting telephone number (TN) database errors; maintenance and quality control of an accurate 9-1-1 call location map; and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.
- H. At a minimum, back up monthly on computer media all critical 9-1-1 GIS mapping files, coverages and related data (street centerlines, address points, ESZs, city limits and common places files) and store the backup data in a secure place.
- I. Protect the confidentiality of the 9-1-1 database and of information furnished by telecommunications providers, and notify CAPCOG's Emergency Communications Division in writing within two business days of the receipt of a request for addressing database or information made under the Texas Public Information Act.
- J. All data and derivative products such as maps must include the standard City data disclaimer.
- K. Resolve any discrepancies between GIS datasets and the MSAG database, as determined necessary by CAPCOG through its regular validation testing, in a timely fashion. Upon correction of any identified errors, resubmit the revised GIS datasets to CAPCOG in a timely fashion.
- L. Resolve any discrepancies between GIS datasets and the information displayed at the PSAP as reported by a call taker, in a timely fashion

- M. Attend scheduled quarterly GIS User Group meetings and at least one annual training workshop at the CAPCOG office.
- N. Hold harmless CAECD from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAECD and shall name CAECD (including those representatives and agents listed in section 1.3 above) as additional insured under the City's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAECD (including those representatives and agents listed in section 1.3 above) may seek coverage upon demand by CAECD (including those representatives and agents listed in section 1.3 above), in the event of a covered claim;
- O. Waive any duty CAECD owes City by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of CAECD to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of CAECD such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of CAECD. Circumstances included above, by way of example only, are:
- (i) an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
 - (ii) the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
 - (iii) any failure of title to the Facilities housing CAPCOG at 6800 Burleson Road or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;
 - (iv) the inability of CAECD and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
 - (v) the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by CAECD hereunder;
 - (vi) strikes, work stoppages, or labor disputes affecting CAECD and any subcontractor (excluding material suppliers) of CAECD;

- (vii) with respect to CAECD, damage to the Facilities caused by third parties not related to or under the control of the CAECD, including, but not limited to, contractors and subcontractors for the CAECD; and,
- (viii) the failure of any CAECD subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the CAECD directly, and the CAECD is not able after exercising all reasonable efforts to timely obtain substitutes.

Section 3. Cooperative Purchasing

- 3.1. City may request CAECD to purchase on City's behalf, but no more often than quarterly, the 9-1-1 database equipment CAECD has authorized City to purchase. City agrees to request the purchase in accordance with CAECD's *9-1-1 Policies and Procedures Manual*, as amended.
- 3.2. If CAECD purchases 9-1-1 database equipment for City, City agrees that CAECD may deduct the cost of the 9-1-1 database equipment purchased from the contract price otherwise payable to City under Section 5.

Section 4. Effective Date and Term of Contract

- 4.1. This contract takes effect on October 1, 2018 and shall continue for a period of two years, unless terminated early under Section 11. Thereafter, this contract shall automatically renew each year on October 1 until a Party provides written notice of termination to the other Party no less than sixty days prior to the end of the current term.

Section 5. Contract Price and Payment Terms

- 5.1. CAECD agrees to compensate City in the total amount of not to exceed \$589,431 per fiscal year for its performance of this contract. CAECD must make any payment obligated by this agreement from current revenues available to CAECD. The stated amount is a payment which fairly compensates the City for the duties performed hereunder.
- 5.2. City agrees to request reimbursement, but not more often than quarterly, for all allowable costs paid or incurred under this contract by completing the CAECD Quarterly GIS/Database Manager Financial Report, Attachment A to this contract, and submitting it to CAECD. "Allowable costs" are defined in "Cost Principles for State and Local Governments and Other Affected Entities," Chapter II of the *Uniform Grant Management Standards* (Governor's Office of Budget and Planning).
- 5.3. CAECD agrees to pay City the reimbursement requested within 30 calendar days after receiving the correct and complete CAECD Quarterly GIS/Database Manager Financial Report.
- 5.4. If City has received payment for expenditures under this contract that are in violation of APPLICABLE LAW or POLICY described in Section 7, City agrees to repay CAECD for those payments within 60 calendar days from the date CAECD notifies City of the repayment amount due and the reason repayment is required.

- A. If City does not refund the payment when required, CAECD may refuse to purchase 9-1-1 database equipment on City's behalf and may withhold all or part of the unpaid payment from City's future entitlement to payment under this or future Interlocal contracts between the parties for Next Generation 9-1-1 database and GIS services.
- B. Before the 60-day payment period expires, City may appeal in writing to CAECD its determination that City refund the payment, explaining why it believes the determination is incorrect, or City may request CAECD in writing to extend the 60-day payment period, proposing an alternative period and justifying its need, or it may both appeal and propose an extension. The CAECD Board of Managers decision on City's appeal or proposal or both is final.
- C. The parties understand and agree that the appeal authorized by Section 5.4.B is the only mechanism for challenging CAECD's determination under Section 5.4 that City refund the payment. The early termination provisions of Section 11 and the dispute resolution process of Section 12 are not available to challenge CAECD's determination.

Section 6. Performance Reports; CAECD Hold Harmless and Waiver

- 6.1. CAECD agrees each quarter to distribute electronically a performance report to the City Database Coordinator.
- 6.2. City agrees to address errors identified in the performance reports.
- 6.3. CAECD agrees to hold harmless City from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by City.
- 6.4. CAECD agrees to waive any duty City owes CAECD by virtue of this agreement in the event any act, event, or condition adversely impacts the cost of performance of, or adversely affects the ability of City to perform any obligation under this agreement and if such act, event or condition, in light of any circumstances is beyond the reasonable control and is not a result of the willful or negligent act, error, omission or failure to exercise reasonable diligence on the part of City, such action or inaction shall not be construed as a breach of this agreement or a willful or negligent act, error, omission or lack of reasonable diligence of City. Circumstances included above, by way of example only, are:
 - A. an act of God, landslide, earthquake, fire, explosion, flood, hurricane, tornado, sabotage, or similar occurrence, acts of a public enemy, terrorism, extortion, war, blockade, insurrection, riot or civil disturbance;
 - B. the failure of any appropriate governmental agency or private utility to provide and maintain utilities;
 - C. any failure of title to the Facilities or any placement or enforcement of any lien, charge or encumbrance on the Facilities or on any improvements thereon that is not consented to in writing by, or arising out of any action or agreement entered into by, either party to the Agreement;

- D. the inability of City and its subcontractors to gain and maintain access to all areas of the Facilities and/or adjoining the Facilities where work is required to be performed hereunder;
- E. the preemption, confiscation, diversion, destruction, or other interference by, on behalf, or with authority of a governmental body relating to a declared or asserted public emergency or any condemnation or other taking by eminent domain or similar action, in the possession of property, equipment or materials located at the Facilities, or in the performance of the Services to be performed by City hereunder;
- F. strikes, work stoppages, or labor disputes affecting City and any subcontractor (excluding material suppliers) of City;
- G. with respect to City, damage to the Facilities caused by third parties not related to or under the control of City, including, but not limited to, contractors and subcontractors for City; and
- H. the failure of any City subcontractor or supplier to furnish services, materials or equipment on the dates agreed to, but only if such failure is the result of an event that would constitute Force Majeure if it affected the City directly, and City is not able after exercising all reasonable efforts to timely obtain substitutes.

Section 7. Compliance with Applicable Law and Policy

- 7.1. City agrees to comply with all APPLICABLE LAW and POLICY in carrying out this contract, including any purchases or reimbursement requests made hereunder. APPLICABLE LAW and POLICY include but are not limited to the Texas Health and Safety Code Chapter 771.061 and Chapter 772; the current *Uniform Grant Management Standards* (Governor's Office of Budget and Planning); the current CAECD annual budget; and CAECD's *9-1-1 Policies and Procedures Manual* and CAPCOG *RNS Policies & Procedures*.

Section 8. Independent Contractor, Assignment and Subcontracting

- 8.1. City is not an employee or agent of CAECD, but furnishes goods and services under this contract solely as an independent contractor.
- 8.2. City may not assign its rights or subcontract its duties under this contract without the prior written consent of CAECD. An attempted assignment or subcontract in violation of this Section 8.2 is void.
- 8.3. If CAECD consents to City's subcontracting of duties, each subcontract is subject to all of the terms and conditions of this contract, and City agrees to furnish a copy of this contract to each of its subcontractors.

Section 9. Records and Monitoring

- 9.1. City agrees to maintain financial records (including procurement records if applicable), statistical, and ANI/ALI records adequate to document its performance, costs, and receipts under this contract. City agrees to maintain these records at City's offices.

- 9.2. Subject to the additional requirement of Section 9.3, City agrees to preserve the records for three fiscal years after receiving its final payment under this contract.
- 9.3. If an audit of or information in the records is disputed or the subject of litigation, City agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.
- 9.4. Upon advance and reasonable notice to the City, CAECD is entitled to inspect and copy, during normal business hours at City's offices where they are maintained, the records maintained under this contract for as long as they are preserved. CAECD is also entitled to visit City's offices, talk to its personnel, and audit its records, all during normal business hours, to assist in monitoring its performance under this contract.
- 9.5. CAECD at least once each year will visit City's offices and monitor its performance of this contract to ensure compliance with APPLICABLE LAW and POLICY described in Section 7. CAECD will provide City 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.
- 9.6. CAECD agrees to notify City at least 24 hours in advance of any intended visit under this Section 9. Upon receipt of CAECD's notice, City agrees to notify the appropriate department(s) specified in the notice of CAECD's intended visit.

Section 10. Nondiscrimination and Equal Opportunity

- 10.1. City shall not exclude anyone or entity from participating in City's duties under this contract, unlawfully deny benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, or national origin.
- 10.2. If City procures goods or services with funds made available under this contract, City agrees to comply with CAECD's affirmative action procurement policy, which is set out in CAECD's *9-1-1 Policies and Procedures Manual*.

Section 11. Early Termination of Contract

- 11.1. Except as provided in Section 5.4, if CAECD or City breaches a material provision of this contract, 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 the 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 12.
- 11.2. If this contract is terminated under Section 11, CAECD and City are each entitled to compensation for goods and services each provided the other before receiving notice of the suspension or termination. However, neither CAECD nor City 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.

- 11.3. Termination for breach under Section 11.1 does not waive either party's claim for direct damages resulting from the breach, and both CAECD and City among other remedies may withhold from compensation owed the other an amount necessary to satisfy its claim against the other.
- 11.4. The termination of this contract either under Section 4 or under this Section 11 does not affect City's duty:
 - A. To repay CAECD for expenditures made in violation of APPLICABLE LAW or POLICY in accordance with Sections 5.4 and 5.5; and
 - B. To preserve its records and permit inspection, copying, and auditing of its records and visitation of its premises and personnel under Section 9.

Section 12. Dispute Resolution

- 12.1. The parties desire to resolve disputes arising under this contract 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 12, toll the statute of limitations, or seek an injunction until they have exhausted the procedures set out in this Section 12.
- 12.2. 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 contract. The representatives appointed shall promptly determine the location, format, frequency, and duration of the negotiations.
- 12.3. 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.
- 12.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.
- 12.5. If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.
- 12.6. 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 a 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 expirations dates of this Interlocal contract.
- 12.7. 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.

Section 13. Notice to Parties

- 13.1. Notice to be effective under this contract 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 by registered or certified mail, return receipt requested, to the party's address specified in Section 13.2 or 13.3 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 13.2 or 13.3.
- 13.2. CAECD's address is 6800 Burleson Rd., Bldg. 310, Ste. 165, Austin, TX 78744, Attention: Executive Director.
- 13.3. City's address is P.O. Box 1088, Austin, TX 78767-1088, Attention: Chief Information Officer, City of Austin, Communications and Technology Management Department.
- 13.4. A party may change its address by providing notice of the change in accordance with Section 13.1.

Section 14. Miscellaneous

- 14.1. 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 as the Public Agency in this agreement and;
 - B. Verifies the governing body, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended.
- 14.2. This Interlocal contract shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.
- 14.3. This contract 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 contract which are required by changes in Federal and State law or regulations are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 14.4. The following Attachments are part of this contract:
 - A. CAECD Quarterly GIS/Database Manager Financial Report
 - B. *CAPCOG NG9-1-1 Transitional GIS Data Requirements*

14.5. This contract is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAECD.

14.6. This contract is executed in duplicate originals.

CITY OF AUSTIN, TEXAS

By Elaine Hart
Elaine Hart
Deputy City Manager

Date 10-16-18

CAPITAL AREA EMERGENCY
COMMUNICATIONS DISTRICT

By Betty Voights
Betty Voights
Executive Director

Date 10/26/16

Date of governing body approval: September 20, 2018

FY 2019 QUARTERLY GIS/DATABASE MANAGER FINANCIAL REPORT

Capital Area Emergency Communications District
Attn: B.T. Saucedo
6800 Burleson Rd., Bldg. 310, Ste. 165
Austin, TX 78744

[illegible]**Certification:**

I certify to the best of my knowledge and belief that the information in this report is correct and complete, and that all expenditures were made in compliance with the Capital Area Emergency Communications District terms and provisions of the Interlocal Contract providing this reimbursement.

Signed: _____

Date:

Print Name:



CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017)

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), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1st business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5th business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L_ESN" field must be Text type with a character width of 5. 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** signifies an attribute value must exist
- **Conditional** 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** 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.

2 Road Centerlines (RCL)

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

2.1 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 “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.

2.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate</i>
RCL_UNIQID	M	TEXT	100	ID for each road segment - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
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
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
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 N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> 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
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
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 trailing 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 MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.2 ROC Codes ('Street Type' Designation)

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

2.3 Road Class Types

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)

3 Site / Structure Address Points (AP)

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

3.1 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” 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.

3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate</i>
SITEUNQID	M	TEXT	100	Unique ID for each address site - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
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 N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> 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
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	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 and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
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	O	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
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zone (ESZ)

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

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. 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, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. 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 multipart polygon.**

4.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos.law@city.eoc.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

5.1 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 in the GIS within + or – 50 feet of their true location with no gaps or overlaps

5.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate</i>
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

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

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. City of Austin ("PUBLIC AGENCY") is a Texas home-rule municipality situated in Hays, Travis, and Williamson Counties, Texas, that has the authority under state law to name public roads and assign address numbers within its city limits and has entered into an agreement with Travis County to coordinate updates to the 9-1-1 GIS database for the unincorporated parts of Travis County, as indicated in Attachment C to this agreement.
- 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.

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, 2020, and terminates on September 30, 2021, 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 \$606,388.90.
- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

October 1 – December 31, 2020: \$151,597.23, invoice due by close of business, Friday, January 8, 2021;

January 1 – March 31, 2021: \$151,597.22, invoice due by close of business, Wednesday, April 7, 2021;

April 1 – June 30, 2021: \$151,597.23, invoice due by close of business, Thursday, July 8, 2021; and

July 1 – September 30, 2021: \$151,597.22, invoice due by close of business, Thursday, October 7, 2021.

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 meet 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.
- 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 anticipate 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: 301 W. 2nd, Third Floor, Austin TX 78701.
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
- 12.5. Susan Cooper, 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 may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and her e-mail is scooper@capcog.org.
- 12.6. Chandy Marler is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project

Representative's phone number is (512) 879-8099, and her e-mail is chandy.marler@austintexas.gov.

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; B) Technical Requirements; and C) 1993 Addressing Agreement.
- 13.5. This contract is executed in duplicate originals.

CITY OF AUSTIN

By: 
Name: Nuria Rivera-Vandermyde
Title Deputy City Manager
Date: 09/14/2020

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: 
Betty Voights
Executive Director
Date: 9-16-2020

Date of County Governing Body Approval:

8/27/2020

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between CAPCOG and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District. 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; and
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, road centerlines, PSAP boundaries, Emergency Service Boundaries (ESBs), 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. Address Points: 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.
4. Road (Street) Centerlines: A data layer of lines estimating the centerline of a roadway that contains information such as road name, road classification, and address range
5. City Limit (Municipal) Boundary: A polygon data layer representing the geographic extent of a city's administrative boundary, not including any extra-territorial jurisdiction

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.

Note:

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, consolidation of

two or more municipalities, formation of new municipalities, changes in PSAP service areas, and changes in emergency responder service areas.

2. Public Safety Answering Point (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 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 law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
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. Globally Unique IDs (GUIDs): A unique identifier that is assigned to each record (feature) in an 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 will ultimately be used by the PUBLIC AGENCY that provisions (determines acceptable) data for CAPCOG's NG9-1-1 system in the near future
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 an PUBLIC AGENCY's 9-1-1 GIS database
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. Error Rate: The ratio of total number of errors to total number of features (records) within a specific data layer, or in aggregate for a defined geographic area
6. Critical Error: Any error in the PUBLIC AGENCY's 9-1-1 GIS database update found by the AT&T/Intrado Enterprise Geospatial Database Management (EGDMS) or GeoComm's DataHub quality-control software 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.
7. 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
8. 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

Task 1: Basic Work

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

Task 1.A: PUBLIC AGENCY shall submit, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. PSAP boundaries
5. Law ESB
6. Fire ESB
7. Emergency Medical Service ESB
8. Other pertinent information

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 PSAP boundaries, or alter ESB boundaries in order to ensure that these entities provide such data to PUBLIC AGENCY in a timely manner. 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.

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

Task 1D: 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, 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.

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

Task 2: GIS Work

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be 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:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database. This will be provided in ESRI File geodatabase format (.gdb) pursuant to CAPCOG guidance at least once a month to CAPCOG. PUBLIC AGENCY shall first submit data to EGDMS and Data Hub in order to address any “critical” or “significant” errors. These quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards. Based on the recommendations of CAPCOG’s GIS Planning Committee, CAPCOG staff will develop performance standards for target error rates, and will communicate these performance standards to PUBLIC AGENCY at a later date through guidance.

Task 2.B: PUBLIC AGENCY shall address any errors identified by EGDMS and Data Hub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

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

Task 2.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 2.E: In addition, PUBLIC AGENCY shall maintain the automatic location information (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, and providing Master Street Address Guide (MSAG) updates and corrections to the database vendor.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report 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 relevant to the 9-1-1 GIS database or certify that no action was taken relevant to the 9-1-1 GIS database
- If applicable, 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 in the prior month and corrective action that will be taken to address and prevent such issues in the future, including:

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

- Late or incomplete data submissions;
- Submission of data with legacy errors;
- Submission of data with new errors;
- Failure to meet performance expectations for critical error rates and significant error rates;
- Any other issue identified by CAPCOG in a performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

CAPCOG Guidance

In addition to the Performance Reports identified in Task 2.B, CAPCOG may issue technical guidance 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, Part 1:

CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017, re-issue 2020)



CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.0 (2017)

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), Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

This document is referenced in the Capital Area Emergency Communications District Interlocal Contract for Geographic Information System Data and the Capital Area Emergency Communications District Interlocal Contract for Next Generation 9-1-1 Database Program documents and is commonly called "Attachment B Requirements".

The GIS Data requirements in this document are a condensed version of, and based upon, NENA (National Emergency Number Association) standards as they are developed and evolve over time. We are in a lengthy transitional period to Next Generation 9-1-1 (NG9-1-1). Data model standards should be more thoroughly reviewed in the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources, as well, and CAPCOG will provide several of these on its own Web Site.

Please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format by the 1st business day of each month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction. To be included in that month's PSAP update, the data must be returned to CAPCOG by the 5th business day of that month.

Regarding database fields and data types, each is very specific and must follow the exact guidelines outlined below. For example, the "L_ESN" field must be Text type with a character width of 5. 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** signifies an attribute value must exist
- **Conditional** 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** 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.

2 Road Centerlines (RCL)

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

2.1 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 "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.

2.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	M	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate</i>
RCL_UNIQID	M	TEXT	100	ID for each road segment - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
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
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by MSAG on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by MSAG on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
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 N, S, E, W, NE, NW, SE, SW
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
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
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 trailing 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 MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.2 ROC Codes ('Street Type' Designation)

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

2.3 Road Class Types

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)

3 Site / Structure Address Points (AP)

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

3.1 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" 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.

3.2 Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	M	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate</i>
SITEUNQID	M	TEXT	100	Unique ID for each address site - <i>CAPCOG will populate</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
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 N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	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
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	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 and trailing spaces
ESN	M	TEXT	5	Emergency Service Number associated with the address and community name Precede by '0' if digits are less than 5
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
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	O	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
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zone (ESZ)

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

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. 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, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 50 feet of their true location with no gaps or overlaps. 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 multipart polygon.**

4.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos.law@city.eoc.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" <i>CAPCOG will concatenate</i>
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

5 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

5.1 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 in the GIS within + or – 50 feet of their true location with no gaps or overlaps

5.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
POLY_ID	M	LONG	DEFAULT	Numeric Polygon ID <i>CAPCOG will populate</i>
MUNIUNQID	M	TEXT	100	Unique ID for each municipality - <i>CAPCOG will populate</i>

COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

Guidance Document for CAPCOG Next-Generation 9-1-1 Geographic Information System (GIS) Data Version 2: April 2020

Introduction:

As the Transition Workflow Cycle of the Next-Generation 9-1-1 Database Program Interlocal Agreement (ILA) describes, our region is moving closer and closer to deploying a Next-Gen 9-1-1 system that enables emergency calls to route to the correct PSAP based on GIS data. This transition begins the process of moving away from our traditional MSAG-based (tabular database) routing system to one that will be faster, more reliable, and enable multimedia such as pictures and videos to be sent to 9-1-1 call takers. However, in order to move to this new system, several changes need to be made to our workflows and data. Perhaps the biggest change is that we will be utilizing new cloud-based software packages to assist with quality-control (QC). One of these solutions will also ultimately become the mechanism by which 9-1-1 GIS data is supplied to PSAPs, which could ultimately be done at any time throughout the month as opposed to just once.

The intention of this document is to serve as a guide for county coordinators in the preparation of this transition, and to provide detailed technical information regarding how to prepare the 9-1-1 GIS data submission. CAPCOG reserves the right to unilaterally update this guidance document at any time.

Summary of Changes:

Below is a list of items we need to accomplish, as outlined in the Transition Workflow Cycle of the ILA.

- Create globally unique IDs (GUIDs) for all features in all feature classes of the GIS database in order to track changes to data over time
- Utilize the “Last_Modified” date field in order to track new and legacy data
- Incorporate emergency service boundaries into data or determine a process to create and manage them
- Determine if changes to PSAP boundary coverage areas need to be made
- Determine if changes to provisioning boundaries need to be made
- Participate in training opportunities for the EGDMS and Data Hub QC platforms
- Field map and upload data to EGDMS and Data Hub
- Retrieve errors from QC software and correct them

Globally Unique IDs (GUIDs):

In a Next-Gen 9-1-1 system, a new requirement has been set by NENA (National Emergency Number Association) that stipulates data must include Globally Unique IDs, or GUIDs. GUIDs are created by constructing unique feature IDs using a format as described in the associated document provided by CAPCOG.

Each GUID should remain unchanged for the life-span of the GIS data so that it supports the resolution of errors through quality control discrepancy reporting, and allows for us to track changes to data over time.

Using the “LAST_MOD” Field:

Attachment B of the ILA, entitled “CAPCOG NG9-1-1 Transitional GIS Data Requirements” describes a “LAST_MOD” or Last Modified date field in each of the GIS data layers and is marked as mandatory for completion. In order for CAPOG to begin tracking what is ‘new’ data and what is ‘legacy’ data, we need this field to be completed in each of the data layers. Our goal in differentiating between these two data types is so that we can determine if progress is being made in data error correction. Use of this field will also be monitored and included in the performance reports that CAPCOG will send out each month.

If there is a GIS feature that was created prior to October 1, 2019 and the LAST_MOD field is NULL or otherwise not known, this field should be populate with a date of 10/1/2019 and will be counted as legacy data. One way to have this field updated automatically when editing or creating features is to use ‘editor tracking’ on the feature class. This can be done by right-clicking the feature class in ArcCatalog and then selecting ‘Properties’. When the Feature Class Properties dialog box opens, select the ‘Editor Tracking’ tab. The below image shows how this can be set up:

The screenshot shows the 'Feature Class Properties' dialog box with the 'Editor Tracking' tab selected. The 'Enable editor tracking' checkbox is checked. Under 'Update these fields when a feature is created', the 'Create Date Field' is set to '<None>'. Under 'Update these fields when a feature is edited', the 'Edit Date Field' is set to 'LAST_MOD'. At the bottom, 'Record Dates in:' is set to 'Database Time'.

Fields	Indexes	Subtypes	Feature Extent	Relationships	Representations
General	Editor Tracking	XY Coordinate System	Domain, Resolution and Tolerance		

☒ Enable editor tracking

Update these fields when a feature is created

Creator Field: <None>

Create Date Field: <None>

Update these fields when a feature is edited

Editor Field: <None>

Edit Date Field: LAST_MOD

Record Dates in: ☐ UTC ☒ Database Time

Pre-existing dates in create date and edit date fields will be considered to be in the specified time zone. UTC is recommended if there are no dates. See the on-line help for more information.

OK Cancel Apply

- Check the 'Enable editor tracking' box
- Set the 'Edit Date Field' to LAST_MOD
- Select 'Database Time' to record dates

New Quality-Control (QC) Platforms:

The Capital Area Emergency Communications District (CAECD) has purchased two all-new quality-control systems for our counties to use. These will be used as a means to not only quality control GIS data and return the results of errors but, in the case of the Enterprise Geospatial Database Management System (EGDMS), will actually *provide* data to the functional elements of a NG9-1-1 environment. Again, in NG9-1-1, GIS data is the driver of call routing!

Enterprise Geospatial Database Management System (EGDMS)

Vendors: AT&T and Intrado

The Enterprise Geospatial Database Management System (EGDMS) is a web application that serves as the front-end user interface for the NENA Spatial Interface (SI) requirement. GIS data submitted through EGDMS is validated, coalesced, and used for provisioning to NG9-1-1 (sometimes referred to as i3) systems which are called the ECRF and LVF. These stand for Emergency Call Routing Function and the Location Validation Function. Both of these elements are major components in the NG9-1-1 environment

One of the biggest advantages in moving to this system is that it will enable counties the ability to update PSAP map data much more frequently than our current workflow of just once a month.

EGDMS includes the following features:

- Secure 2-factor authentication
- A file-upload user interface that enables customers to identify the contents of the upload
- Acceptance of file geodatabase files and shapefiles (although no one should be using shapefiles!)
- Attribute field mapping configuration that is customer-driven
- Automated schema change detection and error notification
- Automated email notification for upload and processing status
- GIS data validation report retrieval

A note: CAPCOG will provide a spreadsheet that shows the fields used by EGDMS and the corresponding CAPCOG data model fields. This will aid in the field mapping portion of configuring your agency EGDMS account.

As a QC platform, EGDMS will find “critical” errors as outlined in Transition Workflow Cycle of the ILA. Critical errors have the potential to negatively affect the call routing process and, as such, need to be corrected. Please review the EGDMS user guide for detailed information on the error types!

Each coordinator, and in some cases staff, will be provided a username by Intrado in order to login. Previous Entrust tokens can still be used. Those that do not have Entrust tokens will be provided one by CAPCOG. Entrust tokens are key fobs that provide a unique number that is to be used when accessing EGDMS.

After an initial upload of GIS data has been submitted to EGDMS, Intrado will then provide a subsequent training session in which they will discuss how to retrieve errors from the system.

****EGDMS also provides the user with the ability to mark features as exceptions, however only in the road centerline Feature Class. This is because EGDMS does not look for critical errors in address point, ESZ, or city limits data****

Note: due to technical issues with EGDMS that have not yet been resolved as of February 28, 2020, County will only be required to start using EGDMS after it receives notification from CAPCOG's project representative to do so.

GeoComm GIS Data Hub

Vendor: GeoComm

The GeoComm GIS Data Hub is a robust web-based GIS data management solution that helps transform, quality check (QC), report, aggregate, and provision GIS data using predefined, standardized processes to ensure the timely delivery of GIS data to your 9-1-1 system. Offering virtually unlimited quality-control tools, GIS Data Hub ensures greater accuracy of the data and helps you meet your obligated GIS responsibilities for NG9-1-1. The GIS Data Hub is designed to simplify the user experience. Your system administrator grants access to only content specific to your role, project and/or client. As a System User, your primary role is submitting GIS data for validation.

Data Hub is able to do the following:

- Provide GIS data insights through rigorous quality control and reporting processes
- Transform disparate GIS datasets into a common schema (which is based on the NENA GIS data model)
- Aggregates GIS datasets into a seamless coverage area
- Provides map data packages formatted to meet 9-1-1 mapping and Computer Aided Dispatch (CAD) systems

In addition to also being able to find critical errors like EGDMS, Data Hub will also find “significant” and “other” errors. As described in the Transition Workflow Cycle of the ILA, significant error types are those that negatively impact dispatch systems and other systems used for routing of emergency vehicles. As such, they should be corrected. Other error types are those that, while they may not impact system functionality, are recommended to be corrected to maintain data integrity.

****This QC platform also offers users the ability to create an exceptions field in their GIS data that can be used to keep Data Hub from continuously reporting errors that are not actual (or legitimate) errors****

Please review the Data Hub user guide to find detailed information about the system and what all it is capable of doing.

New GIS Data:

In addition to the traditional GIS data submitted to CAPCOG, there will be some new Feature Classes that will be required for data submissions to EGDMS, Data Hub, and CAPCOG.

Provisioning Boundary:

This polygon layer defines the area of GIS data provisioning responsibility, with no unintentional gaps or overlaps. It should contain (include) all your agency's data within it. The Provisioning Boundary must be

agreed to by all adjoining data provisioning providers. When submitting GIS data, a 9-1-1 Authority (or 9-1-1 Authority designee) MUST only include GIS data for their geographic area of responsibility (provisioning boundary) and MUST ensure the data includes coverage for the entire extent of that area. CAPCOG will provide Provisioning Boundaries to all counties with the expectation that we will all work together should they need to be altered. These boundaries are continually updated and as they are finalized, CAPCOG will make updated versions available to all partner 9-1-1 authorities to use in the subsequent month's data upload, and quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

Emergency Service Boundaries:

Not to be confused with Emergency Service Zones (ESZs, sometimes referred to as ESNs) which are polygon layers that represent unique combinations of fire, law, and EMS responder zones for a geographic area, Emergency Service Boundaries are **individual** GIS data layers that define the geographic area for **single** response service types. This means that instead of one polygon layer representing all responder types, there are now three separate GIS layers for Law, Fire, and EMS. Each of these layers is used by the NG9-1-1 system to perform a geographic query to determine which Emergency Service Providers are responsible for providing service to a location. Emergency Service Boundaries are used by PSAPs to identify the appropriate entities/first responders to be dispatched. There MUST be a SEPARATE Emergency Service Boundary layer for each type of service.

The set of Emergency Service Boundaries MUST include the following:

- Law Enforcement (LAW)
- Fire
- Emergency Medical Services (EMS)

The addition of ESBs does not mean that our traditional ESZ (sometimes referred to as ESN) layer will be discontinued. CAPCOG still expects counties to maintain and submit ESZ layers as they have. Counties MAY maintain the Emergency Service Boundary layers as a combined or single layer for each emergency service, however, when exchanging emergency service boundary information in an NG9-1-1 environment, Emergency Service Boundaries MUST be exchanged as individual layers for each emergency service type (e.g. one for law, one for fire, and one for EMS).

ESB maintenance is described in detail in the CAPCOG document titled "Globally Unique IDs (GUIDs)".

Note, these new layers must be in the correct schema which CAPCOG will also provide. The schema that will be used is also shown in the associated "*EGDMS Field Mapping to CAPCOG*" spreadsheet.

***Expected Field Values:** With the addition of the ESBs to our workflow, there are a couple of new fields that come with these layers that have haven't used before. Please consult the associated field mapping documentation for further information. The new fields are:

- **Service URI:** In the case of ESBs, this field corresponds to the PSAP covering that area and should only be completed if the responding agency is also a PSAP
 - **Ex:** *The Leander PD polygon in the LAW ESB for Williamson County would get the associated Service URI for the Leander PD PSAP. However, the polygon for Granger PD's coverage area would NOT get a Service URI as it is not a PSAP. A list of Service URIs for*

each PSAP can be found in the Transitional Guidance folder CAPCOG uploaded to the FTP site.

- **Discrepancy Agency ID:** This is the name of the data source. It will be the name of the county submitting the upload.
- **Agency ID:** Domain name of the agency (county) uploading. A list of these domains can be found in the *“How to Create Globally Unique IDs (GUIDs)”* document

PSAP Boundaries:

PSAP boundaries are a single GIS layer that is comprised of polygons (in some cases just a single polygon) that show the geographic coverage area for PSAPs within your county. The primary use for this layer is to route and deliver 9-1-1 calls to the correct PSAP, thus making it the **most important layer**. It is critical that there are no **gaps** or **overlaps** between external (at county borders) and internal (borders within the county). This layer will be managed and edited by CAPCOG but it is absolutely imperative that county coordinators work with CAPCOG to ensure things are correct.

CAPCOG will provide to the counties PSAP boundaries we have created and will continually make updates to them as needed and send to county coordinators. Coordinators will need to review this layer and send CAPCOG any suggested edits or questions. CAPCOG created these using the city limits layer submitted by each county. Coordinators should use the latest PSAP boundaries provided by CAPCOG for the subsequent month's data upload. Quality-checks should be made only against the provisioning boundaries provided by CAPCOG.

ATTACHMENT C

921203-37

R E S O L U T I O N

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

That the City Council approves an Interlocal Agreement that will enhance the 911 emergency telephone system among the City of Austin, Travis, and Williamson Counties.

ADOPTED: December 3, 1992

ATTEST:

Betty L. Brown, Deputy
for James E. Aldridge
City Clerk

03DEC92
SH/lh
11908

#37



County of
TRAVIS
STATE OF TEXAS

KEN ODEN
COUNTY ATTORNEY

DAVID A. ESCAMILLA
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

COUNTY COURTHOUSE
P.O. BOX 1748

AUSTIN, TEXAS 78767
(512) 473-9415
FAX: (512) 473-9316

CIVIL DIVISION

BARBARA J. WILSON
CATHERINE A. MAUZY
TAMARA A. ARMSTRONG
JOHN C. HILLE, JR.
DARIUS L. DAVENPORT
GORDON R. BOWMAN
JAMES M. CONNOLLY
LINDA R. MELTZER
JOHN F. MCCORMICK
SHIRLEY W. WARREN
MARY ETTA GERHARDT
MARY SEARCY MARRERO
CAROL M. V. GARCIA
LORRI MICHEL
ERIC M. SHEPPERD

April 7, 1993

Mr. Robert P. Rose, Assistant City Attorney
Police Administration
City of Austin
115 East 8th Street
Austin, Texas 78701

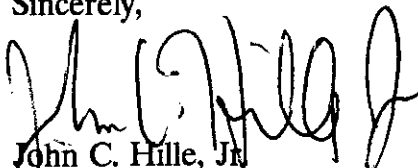
Re: Addressing Agreement; File No. 83.338

Dear Bob:

Enclosed you will find two of the above-named fully signed contracts which were approved in Commissioners Court on April 6, 1993. Another original of the contract has been placed on file with the County Clerk.

Thank you for your help in preparing the contract. If I can be of any help to you in interpreting the contract, please give me a call.

Sincerely,


John C. Hille, Jr.
Assistant County Attorney

JCH:ct

cc: Shyra Darr, Director, PITD
Debbie Rich, Acting Director, EMS
Joan Hardy, Planner, PITD

RG:C:\wp51\letters.jh\83.338

THE STATE OF TEXAS

COUNTY OF TRAVIS

ADDRESS COORDINATION AGREEMENT

THIS AGREEMENT is entered into by and between the City of Austin, a Home Rule City located in Travis, and Williamson Counties, hereinafter referred to as "City", and Travis County, a political subdivision of the State of Texas, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County and the City desire to assign street and road names and addresses for residences, businesses and parcels of land in the unincorporated areas of Travis County for the purpose of enhancing the 911 emergency telephone system; and

WHEREAS, the Legislature of the State of Texas has granted Counties the specific authority to name roads and assign street address numbers for streets and roads located in unincorporated areas under the County Road and Bridge Act (Tex. Civ. Stat. Ann. Article 6702-1, Section 2.011); and

WHEREAS, funding for the addressing described in this Agreement has come from the 911 Service Fee Fund administered by the Capital Area Planning Council (CAPCO); and

WHEREAS, CAPCO has published an Addressing Guidebook Street Name and Services Location (the "SNSL") that provides detailed guidelines for a uniform system that will allow for the attainment of a uniform Street Name/Service Location Addressing system; and

WHEREAS, City and County agree on the viability of the organization and procedure provided for in the SNSL; and

WHEREAS, County and City desire to enter into an Interlocal Cooperation Agreement pursuant to Tex. Gov't Code §791.001-014 to provide for the addressing of locations within the unincorporated areas of Travis County;

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

I. Purpose of the Agreement.

This agreement will provide:

- A. A standard for county-wide address assignment.
- B. A uniform procedure for address assignment.
- C. A centralized committee for address assignment.
- D. A computerized graphic (map) application.

II. County Address Coordination Committee (CACC).

A. The CACC shall consist of:

- (1) City representative supervising addressing and street naming.
- (2) County representative supervising street naming/subdivision development.
- (3) The 911 Coordinator of the Austin Police Department.

B. The representative from the County shall be the chairperson.

C. The CACC will implement the procedures and processes outlined in Chapters III through VII of the SNSL. Modifications to these procedures will be approved by the CACC.

III. CACC Advisory Board

A. Members. County and City hereby create the County Address Coordinating Committee Advisory Board (the "Board"). The Board shall have 6 members. There shall be a representative from each of the following offices:

1. The Travis County Tax Assessor/Collector
2. The Travis County Public Improvements and Transportation Department
3. The Travis County Appraisal District
4. The Travis County Sheriff's Office
5. The City of Austin Transportation and Public Safety Department
6. The City of Austin Police Department

B. The Board shall act in an advisory capacity to the CACC. The Board shall make such recommendations as they consider appropriate.

IV. Definition. "County" when used in reference to a geographic area shall mean those parts of County not incorporated into the City of Austin or other cities. This term does not include those areas that are fully annexed areas of the City of Austin or other cities.

V. Implementation. All organizational and procedural aspects of the SNSL are hereby adopted by City and County except those provisions inconsistent with the provisions of this Agreement. The SNSL is incorporated herein as if set out at length.

VI. Regional Address Coordinating Committee (RACC). The CACC Representative to the RACC shall be appointed by the chairperson of the CACC Board.

VII. Term of Agreement. This Agreement shall commence upon signing of this Agreement by City and County and shall continue until December 31, 1993. The Agreement shall automatically renew on December 31 for an additional year and each year thereafter unless sooner terminated.

VIII. Termination.

A. This Agreement may be terminated by either party with ninety (90) days notice to the other party.

B. Method of Notice. Notice under this Agreement by one party to the other shall be in writing and shall be delivered in person to the address set forth below for the party to whom the notice is given, or shall be considered received on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address below.

C. Addresses:

1. The address of the County for all purposes under this contract shall be:

Honorable Bill Aleshire (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

With copy to (registered or certified mail is not required):

Honorable Ken Oden (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
File No. 83.338

2. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Camille Cates Barnett, Ph.D. (or her successor in office)
City Manager
P.O. Box 1088
Austin, Texas 78767-8828

IX. Reports.

A. The CACC shall make quarterly reports to the Board on progress of activities.

B. The CACC shall maintain all records and documentation pertaining to this agreement. The records maintained will adequately reflect the compliance of the CACC with the procedures provided in Chapter III through VII of the SNSL and any modifications thereto. The records and documentation shall be open to inspection by the parties to this Agreement and the membership of the Board.

X. Funding. City shall pay for the performance of the services from current revenues as they are made available to the City by CAPCO.

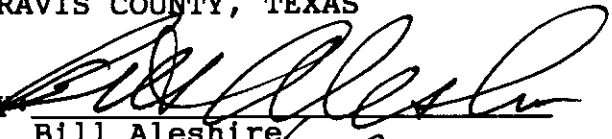
XI. Venue. This agreement is governed by the laws of the State of Texas. All obligations under this Agreement are performable in Travis County, Texas.

XII. Entire Agreement. All oral and written understandings between the parties as to this Agreement have been reduced to writing and are contained in this Agreement. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE OR AGENT OF THE COUNTY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS CONTRACT EXCEPT PURSUANT TO

SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

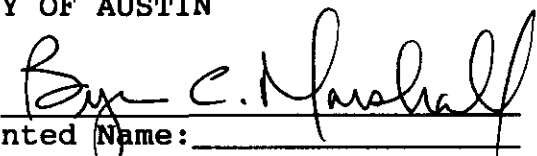
- XIII. Severability. If a portion of this Agreement is ruled invalid by a court with jurisdiction to hear the matter, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and the remaining provision of this Agreement shall remain valid and binding.
- XIV. Assignability. Neither party may assign any of the rights or duties created by this Agreement.
- XV. Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

TRAVIS COUNTY, TEXAS

By: 
Bill Aleshire
Travis County Judge

Date: 9/9/93

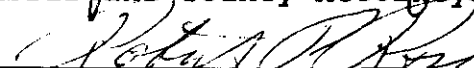
CITY OF AUSTIN

By: 
Printed Name: _____
Title: _____

Date: 3/23/93

Approved as to form:


Assistant County Attorney


Assistant City Attorney

83-338.aca

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

The Capital Area Council of Governments ("CAPCOG") entered into an Interlocal Agreement (ILA) with the City of Austin on October 1, 2020. This amendment is authorized under Section 13.3 of the original ILA, which allows for amendments by mutual agreement. The purpose of this amendment is to update the scope of work and data requirements related to the transition to Next-Generation 9-1-1 (NG9-1-1) that is expected to occur between September 30 and December 31, 2021, and to extend the performance period and add funding to cover the costs of performing work during these months.

AMENDMENT

Section 4: Effective Date and Term of Contract is amended as follows:

4.1: This contract takes effect October 1, 2020, and terminates on ~~September 30~~ December 31, 2021, unless terminated sooner under Section 10.

Section 5: Contract Price and Payment Terms is amended as follows:

5.1: For work performed under this agreement, CAPCOG agrees to compensate City of Austin an amount not to exceed \$760,032.84.

5.2: City of Austin agrees to invoice CAPCOG for ~~one quarter~~ of the amounts listed under section 5.1 within five business days of the end of each of the following quarters and as directed by CAPCOG for work performed during these quarters:

October 1 – December 31, 2020: \$151,597.23, due by close of business, Friday, January 8, 2021;

January 1 – March 31, 2021: \$151,597.22, due by close of business, Wednesday, April 7, 2021;

April 1 – June 30, 2021: \$151,597.23, due by close of business, Thursday, July 8, 2021;

July 1 – September 30, 2021: \$151,597.22, due by close of business, Thursday, October 7, 2021;
and

October 1 – December 31, 2021: \$153,643.94, due by close of business, Monday, January 10, 2022.

Attachment A: Scope of Work is amended as indicated in Attachment A to this document.

Attachment B: Technical Requirements is amended as indicated in Attachment B to this document.

City of Austin

CAPITAL AREA COUNCIL OF GOVERNMENTS

On behalf of the Capital Area Emergency Communications District

By: Anne Morgan

Digitally signed by Anne Morgan
DN: cn=Anne Morgan, o=City of Austin,
ou=Law Department,
email=anne.morgan@cityofaustin.gov,
c=US
Date: 2021.11.29 10:27:22 -0500

Name: Anne Morgan

Title: Interim Deputy City Manager

Date: 11/29/21

By: Betty Voights

Betty Voights

Executive Director

Date: 11-2-21

City
Date of ~~County~~ Governing Body Approval:

9-30-2021

Attachment A: Scope of Work

Overview

The goal of this scope of work is to facilitate the exchange of geospatial information between CAPCOG and the PUBLIC AGENCY to help ensure that efficient and accurate response to emergency calls and text messages in all areas of the Capital Area Emergency Communications District. 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; and
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 Zone (ESZ) 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. **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.
4. **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
5. **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.
6. **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.
7. **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.

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 law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
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 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 an 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 ultimately be used by the PUBLIC AGENCY to provision (determines acceptable) data to CAPCOG's NG9-1-1 system in the near future. EGDMS cannot 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 an PUBLIC AGENCY's 9-1-1 GIS database. DataHub is the system that will provide data to a call taker's map display in the near future.
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 have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
6. **Error Rate**: The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub 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.

Task 1: Basic Work

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

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. PSAP boundaries
5. Law ESB
6. Fire ESB
7. Emergency Medical Service ESB
8. ESZs
9. Other pertinent information

Data submitted by PUBLIC AGENCY must adhere to requirements laid out 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.

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

Task 1D: 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. PUBLIC AGENCY 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.

Task 1.E: PUBLIC AGENCY shall send at least one representative to each scheduled quarterly 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 2: GIS Work

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. CAPCOG's expectation is that this work would be 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 PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit all information required under Task 1.A that corresponds to GIS data layers in the 9-1-1 GIS database. This will be provided in ESRI File geodatabase format (.gdb) pursuant to CAPCOG guidance at least once a month to CAPCOG, or more frequently as specified by CAPCOG once PUBLIC AGENCY has completed the transition to NG9-1-1. PUBLIC AGENCY shall first submit data to EGDMS and Data Hub in order to address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and "significant" errors. These quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards. Based on the recommendations of CAPCOG's GIS Planning Committee, CAPCOG staff will develop performance standards for target error rates, and will communicate these performance standards to PUBLIC AGENCY at a later date through guidance.

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

Task 2.B: PUBLIC AGENCY shall address any errors identified by EGDMS and Data Hub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

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

Task 2.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 2.E: In addition, PUBLIC AGENCY shall maintain the ALI and MSAG databases 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, and providing MSAG updates and corrections to the database vendor. If PUBLIC AGENCY has met the required 98% match between ALI to RCL s determined by Intrado and transitioned to a GeoMSAG, MSAG database updates and management will be made through uploads of the RCL GIS feature class to EGDMS.

Content of Quarterly Reports

Along with each quarterly invoice, PUBLIC AGENCY will submit an activity report 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 each month of the quarter.
- 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 performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

CAPCOG Guidance and Direction

In addition to the Performance Reports identified in Task 2.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.

Prior to transitioning PUBLIC AGENCY to NG9-1-1, CAPCOG will issue an addendum with a modified scope of work that will cover expectations once a transition to NG9-1-1 occurs. CAPCOG also anticipates issuing updated performance goals for critical error accuracy rates, significant error accuracy rates, and frequency of database updates once a local government has transitioned to NG9-1-1 following the 7/23/2021 GISPC meeting.

Attachment B:

CAPCOG NG9-1-1 Transitional GIS Data Requirements Version 2.3

**CAPCOG NG9-1-1 Transitional
GIS Data Requirements
Version 2.3 (2021)**

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 for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

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 Requirements".

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 the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per "Task 1.A and Task 2.A" in "Attachment A: Scope of Work", please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with county to obtain that month's data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in "Task 1B, county 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 county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ 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.

To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction 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 are found to have errors. 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. Note that 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.

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 datatables 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** signifies an attribute value must exist
- **Conditional** 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** 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.

2 Road Centerlines (RCL)

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

2.1 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 "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.

2.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNGID field</i>
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"

R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
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
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ESN on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
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 N, S, E, W, NE, NW, SE, SW
PRE_TYPE	C	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> 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
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
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 trailing 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 MPH
CLASS	M	TEXT	4	Street type designation code (See ROC Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.2 ROC Codes ('Street Type' Designation)

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

2.3 Road Class Types

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)

3 Site / Structure Address Points (AP)

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

3.1 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" 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.

3.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	O	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNQID field</i>
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PRE	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUF	C	TEXT	15	Part of an address following the address number i.e. ½, B
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 N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> 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
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	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 and 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
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
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	O	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
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zones (ESZ)

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

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. 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, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should be within +/- 3 feet of their true location with no gaps or overlaps. 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 multipart polygon.

4.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
ESN	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forward slash "/" <i>CAPCOG will concatenate</i>
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

* Example: "urn:service:sos" for a PSAP or "urn:service:sos.ambulance" for an ambulance service

5 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.

5.1 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 be within +/- 3 feet of their true location with no gaps or overlaps and 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 multipart 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
- Emergency Medical Services (EMS)

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

- Poison Control
- Forest Service
- Coast Guard
- Animal Control

5.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code <i>CAPCOG will populate</i>
EFFECTIVE	O	TEXT	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 – Ex. <i>210EMS@blanco.co.tx.us</i>
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. <i>austintexas.gov</i>
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: <i>sip:sos@ausxtxm1.travis.tx.us</i>
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
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: <i>911</i>
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 an Emergency Service Boundary

6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

6.1 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 in the GIS within +/- 3 feet of their true location with no gaps or overlaps

6.2 Database Format

<u>FIELD NAME</u>	<u>M/C/O</u>	<u>TYPE</u>	<u>WIDTH</u>	<u>DESCRIPTION/ VALID ENTRIES</u>
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
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 <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field</i>

MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality -. Ex. <i>9847INCM@austintexas.gov</i>
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

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

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. The City of Austin ("PUBLIC AGENCY") is a Texas home-rule municipality situated in Hays, Travis, and Williamson Counties, Texas, that has the authority under state law to name public roads and assign address numbers within its city limits and has entered into an agreement with Travis County to coordinate updates to the 9-1-1 GIS database for the unincorporated parts of Travis County, as indicated in Attachment C to this agreement.
- 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 January 1, 2022, and terminates on September 30, 2022, 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 \$460,931.81.
- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for work performed during these quarters:

January 1, 2022 – March 31, 2022: \$153,643.93, invoice due by close of business, Thursday, April 7, 2022;

April 1, 2022 – June 30, 2022: \$153,643.94, invoice due by close of business, Friday, July 8, 2022; and

July 1, 2022 – September 30, 2022: \$153,643.94, invoice due by close of business, Friday, October 7, 2022.

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 meet 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.
- 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 anticipate 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: 5010 Old Manor Rd, Austin, TX 78723.
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
- 12.5. Nik Pullias, CAPCOG GIS Operations Coordinator, 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 may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6171, and his e-mail is npullias@capcog.org.
- 12.6. Chandy Marler is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project Representative or her designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project

Representative's phone number is (512) 974-1480, and her e-mail is chandy.marler@austintexas.gov.

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; and C) 1993 Addressing Agreement.

13.5. This contract is executed in duplicate originals.

City of Austin

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: 
Name: Veronica Briseño
Title: Assistant City Manager
Date: March 1, 2022

By: 
Name: Betty Voights
Title: Executive Director
Date: 3/4/22

Date of City Governing Body Approval:

January 27, 2022

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 that 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; and
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 Zone (ESZ) 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. **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.
4. **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
5. **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.
6. **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.
7. **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.

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 law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
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 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 an 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. **DataHub**: 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. DataHub is the system that will provide data to a call taker's map display in the near future.
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 have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
6. **Error Rate**: The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
7. **Critical Error**: Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub 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.

Task 1: Basic Work

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

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. Law ESB*
5. Fire ESB*
6. Emergency Medical Service ESB*
7. ESZs*
8. Other pertinent information

*Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Data submitted by PUBLIC AGENCY must adhere to requirements laid out 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.

Task 1C: 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 1D: 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. PUBLIC AGENCY 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.

Task 1E: 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 2: GIS Work for PSAP Map Updates

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. 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 PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit 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. This will be provided in ESRI File geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1st business day of each month or up to five business days prior to the 1st business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

“significant” errors. This quality control system requires the 9-1-1 GIS database to match the standardized database schema (data model) for this system through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

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

Task 2.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 2.E: 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 3: 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. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY’s submission during this window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY’s GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors 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 should 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 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 each month of the quarter.
- 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 performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

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 2) and to EGDMS for and call-routing updates (Task 3):

- **January 2022:**
 - Submission window: December 22, 2021 – January 3, 2022
 - Error correction window for PSAP map updates: January 4, 2022 – January 7, 2022
 - CAPCOG pushes out PSAP map update: January 11, 2022
- **February 2022:**
 - Submission window: January 25, 2022 – February 1, 2022
 - Error correction window for PSAP map updates: February 2, 2022 – February 7, 2022
 - CAPCOG pushes out PSAP map update: February 9, 2022
- **March 2022:**
 - Submission window: February 22, 2022 – March 1, 2022
 - Error correction window for PSAP map updates: March 2, 2022 – March 7, 2022
 - CAPCOG pushes out PSAP map update: March 9, 2022
- **April 2022:**
 - Submission window: March 25, 2022 – April 1, 2022
 - Error correction window for PSAP map updates: April 2, 2022 – April 7, 2022
 - CAPCOG pushes out PSAP map update: April 11, 2022
- **May 2022:**
 - Submission window: April 25, 2022 – May 2, 2022

- Error correction window for PSAP map updates: May 3, 2022 – May 6, 2022
- CAPCOG pushes out PSAP map update: May 10, 2022
- June 2022:
 - Submission window: May 24, 2022 – June 1, 2022
 - Error correction window for PSAP map updates: June 2, 2022 – June 7, 2022
 - CAPCOG pushes out PSAP map update: June 9, 2022
- July 2022:
 - Submission window: June 24, 2022 – July 1, 2022
 - Error correction window for PSAP map updates: July 2, 2022 – July 8, 2022
 - CAPCOG pushes out PSAP map update: July 12, 2022
- August 2022:
 - Submission window: July 25, 2022 – August 1, 2022
 - Error correction window for PSAP map updates: August 2, 2022 – August 5, 2022
 - CAPCOG pushes out PSAP map update: August 9, 2022
- September 2022:
 - Submission window: August 25, 2022 – September 1, 2022
 - Error correction window for PSAP map updates: September 2, 2022 – September 8, 2022
 - CAPCOG pushes out PSAP map update: September 12, 2022

CAPCOG Guidance and Direction

In addition to the Performance Reports identified in Task 2.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 1 (October 2021)

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 for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

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 Requirements".

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 the "NENA Standard for NG9-1-1 GIS Data Model" document. Specifics regarding address point placement methodologies should be reviewed in the "NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1" document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per "Task 1.A and Task 2.A" in "Attachment A: Scope of Work", please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month's data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in 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 county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate

advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ 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 responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction 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 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. 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.

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.

2 Road Centerlines (RCL)

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

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

2.1 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 "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.

2.2 Database Format

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

Table 2-1. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate prior to uploading to PSAP.</i> <i>May also serve as a placeholder field to populate SITEUNGID field</i>
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with "UNINCORPORATED"
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with "UNINCORPORATED"
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. "WARD 5 FRIENDSHIP DISTRICT"

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
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
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ESN on Right. Must be Preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
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 N, S, E, W, NE, NW, SE, SW
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

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
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 trailing 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 MPH
CLASS	M	TEXT	4	Street type designation code (See Road Class Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.3 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

2.4 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)

3 Site / Structure Address Points (SSAP)

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

3.1 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" 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.

3.2 Database Format

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

Table 3-1. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	O	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNQID field</i>
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with "UNINCORPORATED"
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. "WARD 5 FRIENDSHIP DISTRICT"
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_PREFIX	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SUFFIX	C	TEXT	15	Part of an address following the address number i.e. ½, B
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

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	TEXT	20	Spelled out word or phrase that precedes and identifies a type of thoroughfare
ST_NAME	M	TEXT	60	<u>Legal</u> 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
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	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 and 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
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
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	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
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
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zones (ESZ)

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

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. 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, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. In addition, it is very important that all features with identical attribute information are merged into one multipartypolygon.

4.2 Database Format

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

Table 4-1. ESZ Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
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

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxm1.travis.tx.us
URN	M	TEXT	50	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	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

5 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.

5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.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 multipart 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.

5.2 Database Format

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

Table 5-1 ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code <i>CAPCOG will populate</i>
EFFECTIVE	O	TEXT	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 – Ex. 210EMS@blanco.co.tx.us
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausctxem1.travis.tx.us
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
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
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 an Emergency Service Boundary

6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Municipal Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

6.1 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. 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.

6.2 Database Format

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

Table 6-1. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
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
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 CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality - . Ex. 9847INCM@austintexas.gov
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. "AUSTIN"

7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker's map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction's ALI database should match to both a road centerline feature and address point feature.

7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

Table 7-1 ALI Database Format

FIELD NAME	CORRESPONDING RCL OR AP FIELD
HOUSE_NUMBER	LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM
HOUSE_NUMBER_SUFFIX	ADDRNUM_SUF
PREFIX_DIRECTIONAL	PRE_DIR
STREET_NAME	ST_NAME
COMMUNITY	L_MSAG_COM, R_MSAG_COM, MSAG_COM
ESN	ESN
STATE	STATE

ATTACHMENT C

921203-37

R E S O L U T I O N

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

That the City Council approves an Interlocal Agreement that will enhance the 911 emergency telephone system among the City of Austin, Travis, and Williamson Counties.

ADOPTED: December 3, 1992

ATTEST:

James E. Aldridge, Deputy
James E. Aldridge
City Clerk

03DEC92
SH/lm
11908

#37



KEN ODEN
COUNTY ATTORNEY

DAVID A. ESCAMILLA
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

COUNTY COURTHOUSE
P.O. BOX 1748

AUSTIN, TEXAS 78767
(512) 473-9415
FAX: (512) 473-9316

CIVIL DIVISION

BARBARA J. WILSON
CATHERINE A. MAUZY
TAMARA A. ARMSTRONG
JOHN C. HILLE, JR.
DARIUS L. DAVENPORT
GORDON R. BOWMAN
JAMES M. CONNOLLY
LINDA R. MELTZER
JOHN F. MCCORMICK
SHIRLEY W. WARREN
MARY ETTA GERHARDT
MARY SEARCY MARRERO
CAROL M. V. GARCIA
LORRI MICHEL
ERIC M. SHEPPERD

April 7, 1993

Mr. Robert P. Rose, Assistant City Attorney
Police Administration
City of Austin
115 East 8th Street
Austin, Texas 78701


Re: Addressing Agreement; File No. 83.338

Dear Bob:

Enclosed you will find two of the above-named fully signed contracts which were approved in Commissioners Court on April 6, 1993. Another original of the contract has been placed on file with the County Clerk.

Thank you for your help in preparing the contract. If I can be of any help to you in interpreting the contract, please give me a call.

Sincerely,


John C. Hille, Jr.
Assistant County Attorney

JCH:ct

cc: Shyra Darr, Director, PITD
Debbie Rich, Acting Director, EMS
Joan Hardy, Planner, PITD

RG:C:\wp51\letters.jh\83.338

THE STATE OF TEXAS

COUNTY OF TRAVIS

ADDRESS COORDINATION AGREEMENT

THIS AGREEMENT is entered into by and between the City of Austin, a Home Rule City located in Travis, and Williamson Counties, hereinafter referred to as "City", and Travis County, a political subdivision of the State of Texas, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County and the City desire to assign street and road names and addresses for residences, businesses and parcels of land in the unincorporated areas of Travis County for the purpose of enhancing the 911 emergency telephone system; and

WHEREAS, the Legislature of the State of Texas has granted Counties the specific authority to name roads and assign street address numbers for streets and roads located in unincorporated areas under the County Road and Bridge Act (Tex. Civ. Stat. Ann. Article 6702-1, Section 2.011); and

WHEREAS, funding for the addressing described in this Agreement has come from the 911 Service Fee Fund administered by the Capital Area Planning Council (CAPCO); and

WHEREAS, CAPCO has published an Addressing Guidebook Street Name and Services Location (the "SNSL") that provides detailed guidelines for a uniform system that will allow for the attainment of a uniform Street Name/Service Location Addressing system; and

WHEREAS, City and County agree on the viability of the organization and procedure provided for in the SNSL; and

WHEREAS, County and City desire to enter into an Interlocal Cooperation Agreement pursuant to Tex. Gov't Code §791.001-014 to provide for the addressing of locations within the unincorporated areas of Travis County;

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

I. Purpose of the Agreement.

This agreement will provide:

- A. A standard for county-wide address assignment.
- B. A uniform procedure for address assignment.
- C. A centralized committee for address assignment.
- D. A computerized graphic (map) application.

II. County Address Coordination Committee (CACC).

A. The CACC shall consist of:

- (1) City representative supervising addressing and street naming.
- (2) County representative supervising street naming/subdivision development.
- (3) The 911 Coordinator of the Austin Police Department.

B. The representative from the County shall be the chairperson.

C. The CACC will implement the procedures and processes outlined in Chapters III through VII of the SNSL. Modifications to these procedures will be approved by the CACC.

III. CACC Advisory Board

A. Members. County and City hereby create the County Address Coordinating Committee Advisory Board (the "Board"). The Board shall have 6 members. There shall be a representative from each of the following offices:

1. The Travis County Tax Assessor/Collector
2. The Travis County Public Improvements and Transportation Department
3. The Travis County Appraisal District
4. The Travis County Sheriff's Office
5. The City of Austin Transportation and Public Safety Department
6. The City of Austin Police Department

B. The Board shall act in an advisory capacity to the CACC. The Board shall make such recommendations as they consider appropriate.

IV. Definition. "County" when used in reference to a geographic area shall mean those parts of County not incorporated into the City of Austin or other cities. This term does not include those areas that are fully annexed areas of the City of Austin or other cities.

V. Implementation. All organizational and procedural aspects of the SNSL are hereby adopted by City and County except those provisions inconsistent with the provisions of this Agreement. The SNSL is incorporated herein as if set out at length.

VI. Regional Address Coordinating Committee (RACC). The CACC Representative to the RACC shall be appointed by the chairperson of the CACC Board.

VII. Term of Agreement. This Agreement shall commence upon signing of this Agreement by City and County and shall continue until December 31, 1993. The Agreement shall automatically renew on December 31 for an additional year and each year thereafter unless sooner terminated.

VIII. Termination.

A. This Agreement may be terminated by either party with ninety (90) days notice to the other party.

B. Method of Notice. Notice under this Agreement by one party to the other shall be in writing and shall be delivered in person to the address set forth below for the party to whom the notice is given, or shall be considered received on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address below.

C. Addresses:

1. The address of the County for all purposes under this contract shall be:

Honorable Bill Aleshire (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

With copy to (registered or certified mail is not required):

Honorable Ken Oden (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
File No. 83.338

2. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Camille Cates Barnett, Ph.D. (or her successor in office)
City Manager
P.O. Box 1088
Austin, Texas 78767-8828

IX. Reports.

A. The CACC shall make quarterly reports to the Board on progress of activities.

B. The CACC shall maintain all records and documentation pertaining to this agreement. The records maintained will adequately reflect the compliance of the CACC with the procedures provided in Chapter III through VII of the SNSL and any modifications thereto. The records and documentation shall be open to inspection by the parties to this Agreement and the membership of the Board.

X. Funding. City shall pay for the performance of the services from current revenues as they are made available to the City by CAPCO.

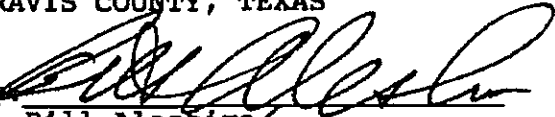
XI. Venue. This agreement is governed by the laws of the State of Texas. All obligations under this Agreement are performable in Travis County, Texas.

XII. Entire Agreement. All oral and written understandings between the parties as to this Agreement have been reduced to writing and are contained in this Agreement. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE OR AGENT OF THE COUNTY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS CONTRACT EXCEPT PURSUANT TO

SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

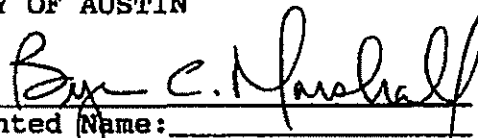
- XIII. Severability. If a portion of this Agreement is ruled invalid by a court with jurisdiction to hear the matter, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and the remaining provision of this Agreement shall remain valid and binding.
- XIV. Assignability. Neither party may assign any of the rights or duties created by this Agreement.
- XV. Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

TRAVIS COUNTY, TEXAS

By: 
Bill Aleshire
Travis County Judge

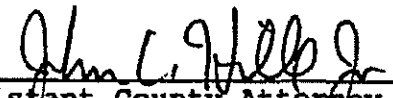
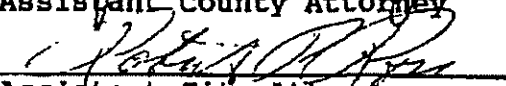
Date: 9/9/93

CITY OF AUSTIN

By: 
Printed Name: _____
Title: _____

Date: 3/23/93

Approved as to form:


Assistant County Attorney

Assistant City Attorney

83-338.aca

Capital Area Council of Governments Interlocal Agreement for 9-1-1 Geographic Information System Database Management FY 2023

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. City of Austin ("PUBLIC AGENCY") is Texas home-rule municipality situated in Hays, Travis, and Williamson Counties, Texas, that has the authority under state law to name public roads and assign address numbers within its city limits and has entered into an agreement with Travis County to coordinate updates to the 9-1-1 GIS database for the unincorporated parts of Travis County, as indicated in Attachment C to this agreement.
- 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, 2022, and terminates on September 30, 2023, 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 \$625,384.60.
- 5.2. PUBLIC AGENCY agrees to invoice CAPCOG as follows for deliverables as described in Attachment A for these quarters:

October 1, 2022 – December 31, 2022: \$156,346.15, invoice due by close of business, Tuesday, January 9, 2023;

January 1, 2023 – March 31, 2023: \$156,346.15, invoice due by close of business, Friday, April 7, 2023;

April 1, 2023 – June 30, 2023: \$156,346.15, invoice due by close of business, Monday, July 10, 2023; and

July 1, 2023 – September 30, 2023: \$156,346.15, invoice due by close of business, Friday, October 6, 2023.

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 meet 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 anticipate 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: 5010 Old Manor Rd, Austin, TX 78723, Attn: Mr. Spencer Cronk.
- 12.4. A party may change its address by providing notice of the change in accordance with Section 12.1
- 12.5. Devon Humphrey, 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 may indicate a designee through an e-mail to PUBLIC AGENCY's project representative. CAPCOG's Project Representative's phone number is (512) 916-6034, and his e-mail is dhumphrey@capcog.org
- 12.6. Chandy Marler is PUBLIC AGENCY's Project Representative, who is authorized to give and receive communications and directions on behalf of PUBLIC AGENCY. All communications including all payment requests must be addressed to the PUBLIC AGENCY's Project

Representative or her designee. The PUBLIC AGENCY's Project Representative may indicate a designee through an e-mail to CAPCOG's project representative. PUBLIC AGENCY's Project Representative's phone number is (512) 974-1480, and her e-mail is chandy.marler@austintexas.gov.

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; B) Data Requirements; and C) Travis County-City of Austin ILA.
- 13.5. This contract is executed in duplicate originals.

CITY OF AUSTIN

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: _____

By: _____

Name: _____

Betty Voights

Title _____

Executive Director

Date: _____

Date: _____

Date of PUBLIC AGENCY 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 that 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; and
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 Zone (ESZ) 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. **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.
4. **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
5. **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.
6. **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.
7. **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.

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 law, fire, and EMS responders. ESZs are optional for inclusion in the NG9-1-1 GIS database.
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 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 an 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. **DataHub**: 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. DataHub is the system that will provide data to a call taker's map display in the near future.
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 have been assessed by EGDMS, DataHub, or both, as being free of errors or matching a related database.
6. **Error Rate:** The percentage of features that have been assessed as having a critical error, significant error, or as not matching a related database.
7. **Critical Error:** Any error in the PUBLIC AGENCY's 9-1-1 GIS database assessed by EGDMS or DataHub 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.

Task 1: Basic Work

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

Task 1.A: PUBLIC AGENCY shall submit to CAPCOG, at least once a month, a comprehensive record of 9-1-1 related information needed for complete and updated 9-1-1 GIS database records for all areas within the PUBLIC AGENCY's Provisioning Boundary consisting of:

1. Street Addresses
2. Roads
3. City limit boundaries
4. Law ESB*
5. Fire ESB*
6. Emergency Medical Service ESB*
7. ESZs*
8. Other pertinent information

*Shall be submitted if changes are requested for CAPCOG approval, otherwise these data are not required to be submitted as part of monthly dataset (see Task 1D).

Data submitted by PUBLIC AGENCY must adhere to requirements laid out 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 5, 2022.

Task 1C: 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 1D: 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. PUBLIC AGENCY 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.

Task 1.E: 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.F: By October 7, 2022, 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. Ideally, this should take the form of a polygon layer identifying each distinct area covered by an agency with addressing responsibility.

Task 2: GIS Work for PSAP Map Updates

Task 2 involves GIS work needed for directly maintaining and updating the 9-1-1 GIS database for use in monthly updates to PSAP mapping applications. This is work that CAPCOG would need to perform if the PUBLIC AGENCY did not do so. 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 PUBLIC AGENCY must maintain at least one ESRI ArcGIS software license as specified in Attachment B in order to carry out this work. Task 2 includes the following sub-tasks:

Task 2.A: PUBLIC AGENCY shall submit 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. This will be provided in ESRI File

¹ Available online at: <http://www.hr.sao.texas.gov/CompensationSystem/JobDescriptions/>

geodatabase format (.gdb) pursuant to Attachment B and any other CAPCOG guidance on the 1st business day of each month or up to five business days prior to the 1st business day of the month. PUBLIC AGENCY shall first submit road centerline, street address point, city limit boundary data and their respective ALI extract for that month to DataHub in order to identify and address any mismatches between the ALI database and PUBLIC AGENCY's RCL and address point data, "critical" errors, and "significant" errors. PUBLIC AGENCY shall submit city limit boundaries that include the entire extent of any city limits wholly or partially located within its provisioning boundary, including any part of a city limit boundary that extends outside of its provisioning boundary. The quality control systems require the 9-1-1 GIS database to match the standardized database schema (data model) for these systems through field-matching (field-mapping) procedures and other standards.

Task 2.B: PUBLIC AGENCY shall address any errors identified by DataHub validation checks (reports) or CAPCOG Quality Control reports from those systems as soon as possible, but no later than the following conventional monthly submission to CAPCOG. This includes coordination with adjacent PUBLIC AGENCIES and CAPCOG where necessary.

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

Task 2.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 2.E: 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 2.F: 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 prior to the next monthly data submission. Once CAPCOG confirms that both agencies have agreed on a division of responsibility, those road centerline features will be considered the exclusive responsibility of each agency in order to avoid duplication.

Task 3: 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. Whereas for the monthly PSAP map update, CAPCOG aggregates data submitted from PUBLIC AGENCY with all of the other local governments under contract with CAPCOG and the pushes these data out to the PSAPs, for call routing updates, PUBLIC AGENCY will submit data directly to EGDMS.

Task 3.A: PUBLIC AGENCY shall submit the most recent 9-1-1 road centerline and street address GIS data from Task 2 to EGDMS at least once a month on the first business day of the month or up to five business days prior to that date. While PUBLIC AGENCY may submit updates to EGDMS more frequently than once a month, it will be expected to make at least one submission within this window each month and CAPCOG will only be assessing performance based on PUBLIC AGENCY's submission during this

window. RCL updates submitted by PUBLIC AGENCY to EGDMS will automatically update PUBLIC AGENCY's GeoMSAG.

Task 3.B: To the extent EGDMS identifies any critical errors in the 9-1-1 databases submitted by PUBLIC AGENCY, PUBLIC AGENCY must work on correcting any such errors 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 should 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 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 each month of the quarter.
- 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 performance report.

CAPCOG will provide PUBLIC AGENCY the template to use for activity reports.

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 2) and to EGDMS for and call-routing updates (Task 3):

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
October 2022	9/26/2022 – 10/3/2022	10/4/2022 – 10/7/2022	10/11/2022
November 2022	10/25/2022 – 11/1/2022	11/2/2022 – 11/7/2022	11/9/2022
December 2022	11/22/2022 – 12/1/2022	12/2/2022 – 12/7/2022	12/9/2022
January 2023	12/22/2022 – 1/3/2023	1/4/2023 – 1/9/2023	1/11/2023
February 2023	1/25/2023 – 2/1/2023	2/2/2023 – 2/7/2023	2/9/2023
March 2023	2/22/2023 – 3/1/2023	3/2/2023 – 3/7/2023	3/9/2023
April 2023	3/27/2022 – 4/3/2022	4/4/2022 – 4/7/2023	4/11/2023
May 2023	4/24/2023 – 5/1/2023	5/2/2023 – 5/5/2023	5/9/2023
June 2023	5/24/2023 – 6/1/2023	6/2/2023 – 6/7/2023	6/9/2023

Month	Submission Window	Error Correction Window	CAPCOG Pushes out PSAP Map Update
July 2023	6/26/2023 – 7/3/2023	7/5/2023 – 7/10/2023	7/12/2023
August 2023	6/25/2023 – 8/1/2023	8/2/2023 – 8/5/2023	8/9/2023
September 2023	8/25/2023 – 9/1/2023	9/2/2023 – 9/8/2023	9/12/2023

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 Performance Reports identified in Task 2.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 1 (October 2021)

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 for call and dispatch routing through the Location Validation Function (LVF) and Emergency Call Routing Function (ECRF).

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 Requirements”.

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 the “NENA Standard for NG9-1-1 GIS Data Model” document. Specifics regarding address point placement methodologies should be reviewed in the “NENA Information Document for Development of Site/Structure Address Point GIS Data for 9-1-1” document. There are other useful resources and training, as well, that CAPCOG has created and can provide.

As per “Task 1.A and Task 2.A” in “Attachment A: Scope of Work”, please provide monthly updates of the 9-1-1 datasets referenced in this document in ESRI file geodatabase format to the GeoComm GIS Data Hub, Intrado EGDMS, and CAPCOG FTP location by close of business the 1st business day of each month. This ensures that data is available for the PSAPs by close of the 7th business day of that month. Submissions may be sent up to five business days before the 1st business day of the next month, but ideally would be sent on the 1st business day as CAPCOG wants to capture as many edits as possible that happen over the course of a given month. Incomplete datasets or other data abnormalities related to requirements may be returned to the county for correction, and must be returned by close of business on the 5th business day, however, this does not guarantee that the submission will be included in the dataset provided to the PSAPs. If there is a situation in which a submission is not possible by the end of the 1st business day of the month, CAPCOG must be made aware and will work with PUBLIC AGENCY to obtain that month’s data.

CAPCOG will update, create, and otherwise manage the PSAP and Provisioning Boundaries for each local jurisdiction and provide these data layers to jurisdiction for Task 2: GIS Work. CAPCOG will also provision these datasets to both quality-control systems for their use in call and dispatch routing as well as map display and reference. As described in 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 county in a timely manner. When such changes occur, local jurisdiction shall provide CAPCOG with adequate

advance notice of any substantive changes that could or should affect PSAP boundaries, ESB/ESZ 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 responsible for the creation and maintenance of the ESZ and ESB data within its provisioning boundary. To the extent possible, CAPCOG will use the ESB and ESZ data submitted by the local jurisdiction 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 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. 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.

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.

2 Road Centerlines (RCL)

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

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

2.1 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 “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.

2.2 Database Format

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

Table 2-1. RCL Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. FAYETTE, TRAVIS
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SEGMENTID	O	LONG	DEFAULT	Unique segment ID <i>CAPCOG will populate prior to uploading to PSAP.</i> <i>May also serve as a placeholder field to populate SITEUNGID field</i>
RCL_UNIQID	M	TEXT	100	Globally Unique ID for each road segment. Ex. 894RCL@co.blanco.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
L_STATE	M	TEXT	2	Left state name by two letters defined by USPS publication 28
R_STATE	M	TEXT	2	Right state name by two letters defined by USPS publication 28
L_COUNTY	M	TEXT	40	Fully spelled county name on the left side of the road
R_COUNTY	M	TEXT	40	Fully spelled county name on the right side of the road
L_MUNI	M	TEXT	100	Name of municipality on Left, if none populate with “UNINCORPORATED”
R_MUNI	M	TEXT	100	Name of municipality on Right, if none populate with “UNINCORPORATED”
L_MUNI_DIV	C	TEXT	100	Name of municipality division on Left, i.e. “WARD 5 FRIENDSHIP DISTRICT”

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
R_MUNI_DIV	C	TEXT	100	Name of municipality division on Right i.e. "WARD 5 FRIENDSHIP DISTRICT"
L_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Left
R_NBRHOOD	O	TEXT	100	Name of neighborhood or subdivision on Right
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
R_POST_COM	C	TEXT	40	City name for the ZIP of an address, as given in the USPS on Right
L_ZIP	C	TEXT	5	5-digit numeric postal code area on Left
R_ZIP	C	TEXT	5	5-digit numeric postal code area on Right
L_ESN	M	TEXT	5	5-digit Emergency Service Number as identified by ESN on Left. If the ESN number only has 2-3 digits, it must be preceded by zeros
R_ESN	M	TEXT	5	Emergency Service Number as identified by ESN on Right. Must be preceded by zeros if less than 5 digits, i.e. "00088" for ESN 88
L_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Left
R_MSAG	M	TEXT	30	Valid service community as identified by MSAG on Right
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 N, S, E, W, NE, NW, SE, SW
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

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
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 trailing 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 MPH
CLASS	M	TEXT	4	Street type designation code (See Road Class Codes below)
RDCLS_TYP	O	TEXT	15	See valid Road Class Types below
NOTES	O	TEXT	75	Additional information

2.3 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

2.4 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)

3 Site / Structure Address Points (SSAP)

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

3.1 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” 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.

3.2 Database Format

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

Table 3-1. SSAP Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. HAYS, WILLIAMSON
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
SITE_ID	O	LONG	DEFAULT	Unique site ID <i>CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate SITEUNQID field</i>
SITEUNQID	M	TEXT	100	Globally unique ID for each address site or structure. Ex. 2545AP@co.lee.tx.us
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name or equivalent fully spelled out
MUNICIPAL	M	TEXT	100	Name of municipality, if none populate with “UNINCORPORATED”
MUNI_DIV	C	TEXT	100	Name of municipality division i.e. “WARD 5 FRIENDSHIP DISTRICT”
NBRHOOD	C	TEXT	100	Name of neighborhood or subdivision where the address is located
ADDNUM_P R E	O	TEXT	15	Part of an address leading the numeric address
ADDR_NUM	M	LONG	DEFAULT	Numeric identifier of a location along a thoroughfare
ADDNUM_SU F	C	TEXT	15	Part of an address following the address number i.e. ½, B
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

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
PRE_DIR	C	TEXT	2	Leading directional prefix N, S, E, W, NE, NW, SE, SW
PRE_TYPE	O	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
POST_DIR	C	TEXT	2	Trailing directional suffix N, S, E, W, NE, NW, SE, SW
POST_MOD	O	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 and 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
MSAG_COM	M	TEXT	30	Valid service community associated with the location of the address
POSTAL_COM	M	TEXT	40	City name for the ZIP of an address, as given in the USPS
ZIP	C	TEXT	5	5-digit numeric postal code area
ZIP4	O	TEXT	4	ZIP plus 4 code without the dash
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	O	TEXT	150	The name by which a prominent feature is publicly known or Vanity address

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
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
POINT_Y	O	DOUBLE	DEFAULT	Latitude of point in decimal degrees using EPSG: 4326
NOTES	O	TEXT	254	Additional location information, which is not a building, floor, unit, room or seat
ELEVATION	O	DOUBLE	DEFAULT	Height above Mean Sea Level in meters

4 Emergency Service Zones (ESZ)

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

The performance standard for the Site Emergency Service Zones feature class is 100% accuracy. This means all database records should be free of critical errors.

4.1 Graphic (Spatial) Edits

These areas need to accurately reflect the boundaries of each geographically unique combination of fire, law and EMS responder zones. 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, law, and emergency medical responders to obtain the information required to maintain updated ESZ boundaries. These ESZ boundaries should adhere to the specifications of CAPCOG's QC systems and have no gaps or overlaps within a topology tolerance of +/- 3 feet. Topology and other geometric relationships between feature classes are especially important for NG9-1-1 purposes. **In addition, it is very important that all features with identical attribute information are merged into one multipartypolygon.**

4.2 Database Format

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

Table 4-1. ESZ Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
PROVIDER	M	TEXT	75	The name of the regional 911 authority <i>CAPCOG will populate</i>
LAST_MOD	M	DATE	26	Date of last update using ISO 8601 format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
EFF_DATE	O	DATE	26	Date the new record information goes into effect in ISO 8601 format
ES_UNQID	M	TEXT	100	ID for each emergency service polygon - <i>CAPCOG will populate</i>
LAW	M	TEXT	60	Name of law service provider
FIRE	M	TEXT	60	Name of fire service provider
MEDICAL	M	TEXT	60	Name of medical service provider
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
COUNTY	M	TEXT	40	County name fully spelled out
URI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
URN	M	TEXT	50	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	M	TEXT	5	ESN of the responding agency preceded by '0' if number of digits < 5
TANDEM	M	TEXT	3	911 Selected Router Code
TANDEM2	C	TEXT	3	911 Selected Router Code
ESSID	M	TEXT	2	Unique tandem routing code <i>CAPCOG will populate</i>
ESNGUID	M	TEXT	8	Concatenation of ESN and ESSID separated by a single forwardslash "/" CAPCOG will concatenate
AVCARDURI	C	TEXT	254	URI for the vCARD of contact information

5 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.

5.1 The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors. 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 multipart 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.

5.2 Database Format

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

Table 5-1. ESB Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
DISCRPAGID	M	TEXT	75	Agency that last updated the record, i.e. BASTROP, BURNET
DATEUPDATE	M	DATE	26	Date of last update using ISO 8601 format
EXPIRE	O	TEXT	26	Unique tandem routing code <i>CAPCOG will populate</i>
EFFECTIVE	O	TEXT	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 – Ex. 210EMS@blanco.co.tx.us
STATE	M	TEXT	2	State name by two letters defined by USPS publication 28
AGENCYID	M	TEXT	100	A Domain Name System (DNS) domain name which is used to uniquely identify an agency. Ex. austintexas.gov
SERVICEURI	M	TEXT	254	URN/URL for routing. Example: sip:sos@ausxtxem1.travis.tx.us
SERVICEURN	M	TEXT	50	The URN for the Emergency Service or other Well-Known Service*
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
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 an Emergency Service Boundary

6 Municipal Boundary

This polygon data represents municipal boundaries in the CAPCOG region.

The performance standard for the Site Emergency Service Boundaries feature class is 100% accuracy. This means all database records should be free of critical errors.

6.1 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. 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.

6.2 Database Format

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

Table 6-1. Municipal Boundary Database Format

FIELD NAME	M/C/O	TYPE	WIDTH	DESCRIPTION/ VALID ENTRIES
SOURCE	M	TEXT	75	Agency that last updated the record, i.e. CALDWELL, LLANO
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
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 CAPCOG will populate prior to uploading to PSAP. May also serve as a placeholder field to populate MUNIUNQID field
MUNIUNQID	M	TEXT	100	Globally Unique ID for each municipality - . Ex. 9847INCM@austintexas.gov
COUNTRY	M	TEXT	2	Country name represented by two capital letters
STATE	M	TEXT	2	State Name (eg: TX)
COUNTY	M	TEXT	40	County name fully spelled out
MUNI_NM	M	TEXT	100	Name of municipality i.e. “AUSTIN”

7 Automatic Location Identification (ALI)

The ALI database consists of landline telephone numbers that have associated location information attributed to them. In order to have these call types route to the proper PSAP and plot to the correct location on a call taker’s map display, the attributes of the data must be correct and must match the road centerline (RCL) and address point feature classes (SSAP).

The performance standard for the ALI database is a 98% match rate between the ALI database and both the RCL and SSAP datasets. This means that 98% of a local jurisdiction’s ALI database should match to both a road centerline feature and address point feature.

7.1 Edits

Match errors between these datasets that are returned by the quality control systems should be reviewed and corrected accordingly. This could mean either by making corrections to the GIS data or by providing suggested changes to the ALI database. The ALI data are not owned by CAPCOG or PUBLIC

AGENCY, but instead by telephone service providers. Suggested edits to the ALI databases should be made by providing Change Requests (CR) via the Intrado 911Net or GIS Director applications

7.2 Database Format

The following fields in the ALI database are used by the Data Hub and EGDMS quality control systems to match the address point and road centerline feature classes to ensure a call routes and plots correctly.

Table 7-1. ALI Database Format

FIELD NAME	CORRESPONDING RCL OR AP FIELD
HOUSE_NUMBER	LT_ADDR, LF_ADDR, RT_ADDR, RF_ADDR, ADDR_NUM
HOUSE_NUMBER_SUFFIX	ADDRNUM_SUF
PREFIX_DIRECTIONAL	PRE_DIR
STREET_NAME	ST_NAME
COMMUNITY	L_MSAG_COM, R_MSAG_COM, MSAG_COM
ESN	ESN
STATE	STATE

ATTACHMENT C

921203-37

R E S O L U T I O N

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

That the City Council approves an Interlocal Agreement that will enhance the 911 emergency telephone system among the City of Austin, Travis, and Williamson Counties.

ADOPTED: December 3, 1992

ATTEST:

Jetty H. Brown, Deputy
for James E. Aldridge
City Clerk

03DEC92
SH/lm
11908

#37



**County of
TRAVIS**
STATE OF TEXAS

KEN ODEN
COUNTY ATTORNEY

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FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

COUNTY COURTHOUSE
P.O. BOX 1748

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CIVIL DIVISION

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GORDON R. BOWMAN
JAMES M. CONNOLLY
LINDA R. MELTZER
JOHN F. MCCORMICK
SHIRLEY W. WARREN
MARY ETTA GERHARDT
MARY SEARCY MARRERO
CAROL M. V. GARCIA
LORRI MICHEL
ERIC M. SHEPPERD

April 7, 1993

Mr. Robert P. Rose, Assistant City Attorney
Police Administration
City of Austin
115 East 8th Street
Austin, Texas 78701

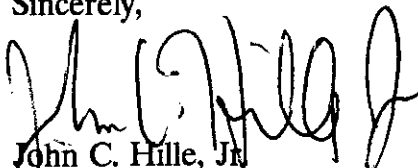
Re: Addressing Agreement; File No. 83.338

Dear Bob:

Enclosed you will find two of the above-named fully signed contracts which were approved in Commissioners Court on April 6, 1993. Another original of the contract has been placed on file with the County Clerk.

Thank you for your help in preparing the contract. If I can be of any help to you in interpreting the contract, please give me a call.

Sincerely,


John C. Hille, Jr.
Assistant County Attorney

JCH:ct

cc: Shyra Darr, Director, PITD
Debbie Rich, Acting Director, EMS
Joan Hardy, Planner, PITD

RG:C:\wp51\letters.jh\83.338

THE STATE OF TEXAS

COUNTY OF TRAVIS

ADDRESS COORDINATION AGREEMENT

THIS AGREEMENT is entered into by and between the City of Austin, a Home Rule City located in Travis, and Williamson Counties, hereinafter referred to as "City", and Travis County, a political subdivision of the State of Texas, hereinafter referred to as "County".

WITNESSETH:

WHEREAS, the County and the City desire to assign street and road names and addresses for residences, businesses and parcels of land in the unincorporated areas of Travis County for the purpose of enhancing the 911 emergency telephone system; and

WHEREAS, the Legislature of the State of Texas has granted Counties the specific authority to name roads and assign street address numbers for streets and roads located in unincorporated areas under the County Road and Bridge Act (Tex. Civ. Stat. Ann. Article 6702-1, Section 2.011); and

WHEREAS, funding for the addressing described in this Agreement has come from the 911 Service Fee Fund administered by the Capital Area Planning Council (CAPCO); and

WHEREAS, CAPCO has published an Addressing Guidebook Street Name and Services Location (the "SNSL") that provides detailed guidelines for a uniform system that will allow for the attainment of a uniform Street Name/Service Location Addressing system; and

WHEREAS, City and County agree on the viability of the organization and procedure provided for in the SNSL; and

WHEREAS, County and City desire to enter into an Interlocal Cooperation Agreement pursuant to Tex. Gov't Code §791.001-014 to provide for the addressing of locations within the unincorporated areas of Travis County;

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

I. Purpose of the Agreement.

This agreement will provide:

- A. A standard for county-wide address assignment.
- B. A uniform procedure for address assignment.
- C. A centralized committee for address assignment.
- D. A computerized graphic (map) application.

II. County Address Coordination Committee (CACC).

A. The CACC shall consist of:

- (1) City representative supervising addressing and street naming.
- (2) County representative supervising street naming/subdivision development.
- (3) The 911 Coordinator of the Austin Police Department.

B. The representative from the County shall be the chairperson.

C. The CACC will implement the procedures and processes outlined in Chapters III through VII of the SNSL. Modifications to these procedures will be approved by the CACC.

III. CACC Advisory Board

A. Members. County and City hereby create the County Address Coordinating Committee Advisory Board (the "Board"). The Board shall have 6 members. There shall be a representative from each of the following offices:

1. The Travis County Tax Assessor/Collector
2. The Travis County Public Improvements and Transportation Department
3. The Travis County Appraisal District
4. The Travis County Sheriff's Office
5. The City of Austin Transportation and Public Safety Department
6. The City of Austin Police Department

B. The Board shall act in an advisory capacity to the CACC. The Board shall make such recommendations as they consider appropriate.

IV. Definition. "County" when used in reference to a geographic area shall mean those parts of County not incorporated into the City of Austin or other cities. This term does not include those areas that are fully annexed areas of the City of Austin or other cities.

V. Implementation. All organizational and procedural aspects of the SNSL are hereby adopted by City and County except those provisions inconsistent with the provisions of this Agreement. The SNSL is incorporated herein as if set out at length.

VI. Regional Address Coordinating Committee (RACC). The CACC Representative to the RACC shall be appointed by the chairperson of the CACC Board.

VII. Term of Agreement. This Agreement shall commence upon signing of this Agreement by City and County and shall continue until December 31, 1993. The Agreement shall automatically renew on December 31 for an additional year and each year thereafter unless sooner terminated.

VIII. Termination.

A. This Agreement may be terminated by either party with ninety (90) days notice to the other party.

B. Method of Notice. Notice under this Agreement by one party to the other shall be in writing and shall be delivered in person to the address set forth below for the party to whom the notice is given, or shall be considered received on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address below.

C. Addresses:

1. The address of the County for all purposes under this contract shall be:

Honorable Bill Aleshire (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

With copy to (registered or certified mail is not required):

Honorable Ken Oden (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
File No. 83.338

2. The address of the City for all purposes under this Agreement and for all notices hereunder shall be:

Camille Cates Barnett, Ph.D. (or her successor in office)
City Manager
P.O. Box 1088
Austin, Texas 78767-8828

IX. Reports.

A. The CACC shall make quarterly reports to the Board on progress of activities.

B. The CACC shall maintain all records and documentation pertaining to this agreement. The records maintained will adequately reflect the compliance of the CACC with the procedures provided in Chapter III through VII of the SNSL and any modifications thereto. The records and documentation shall be open to inspection by the parties to this Agreement and the membership of the Board.

X. Funding. City shall pay for the performance of the services from current revenues as they are made available to the City by CAPCO.

XI. Venue. This agreement is governed by the laws of the State of Texas. All obligations under this Agreement are performable in Travis County, Texas.

XII. Entire Agreement. All oral and written understandings between the parties as to this Agreement have been reduced to writing and are contained in this Agreement. NO OFFICIAL, REPRESENTATIVE, EMPLOYEE OR AGENT OF THE COUNTY HAS ANY AUTHORITY TO MODIFY OR AMEND THIS CONTRACT EXCEPT PURSUANT TO

SPECIFIC AUTHORITY TO DO SO GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

- XIII. Severability. If a portion of this Agreement is ruled invalid by a court with jurisdiction to hear the matter, the remainder of the Agreement shall be construed as if that portion were not included in the Agreement and the remaining provision of this Agreement shall remain valid and binding.
- XIV. Assignability. Neither party may assign any of the rights or duties created by this Agreement.
- XV. Headings. The headings at the beginning of the various provisions of this Agreement have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this Agreement.

TRAVIS COUNTY, TEXAS

By: 

Bill Aleshire
Travis County Judge

Date: 9/9/93

CITY OF AUSTIN

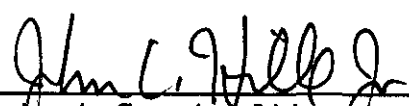
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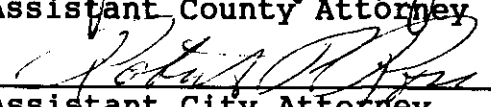
Printed Name: _____

Title: _____

Date: 3/23/93

Approved as to form:


Assistant County Attorney


Assistant City Attorney

83-338.aca



Council Question and Answer

Related To

Item #12

Meeting Date

September 29, 2022

Additional Answer Information

Item #12: Authorize negotiation and execution of a master development agreement with Aspen Heights Partners, or its affiliates, for terms governing the development, construction, and lease of a mixed-use residential development and associated infrastructure on City-owned sites located at 1215 Red River Street and 606 East 12th Street under terms outlined in a term sheet.

COUNCIL MEMBER TOVO'S OFFICE

1) *Please provide a recent appraisal of the City's tract.*

Property valuation is obtained through three processes: (1) property appraisal, (2) exposure to the market, e.g. (putting the property up for sale, issuing an RFP, etc.), and (3) the award of special commissioners resulting from condemnation proceedings. With the RFP process chosen as the means for property disposition, a property appraisal is not the guiding document for comparing against the sales price to be achieved. The HealthSouth property was "exposed to the market" (i.e., effectively put up for sale) through the RFP process. Within the RFP process and subsequent negotiations process, there are items of "value" proposed for exchange between the City and Aspen Heights, i.e., on-site affordable housing and various other community benefits that are factored into the sales price. Once the RFP and community benefits negotiation process are utilized, then property appraisals (previous or current) are no longer germane for comparing against the sales price. The obligation and/or commitment to deliver community benefits (and the subsequent impact on value) is something that would be speculative, and thus exceedingly challenging, to attempt to capture in a property appraisal that would otherwise assume that a potential buyer would be free to put the property to its highest and best use.

Subject to the above, please find the attached latest appraisal reports for the City-owned tracts at 1215 Red River and the accompanying garage at 606 East 12th Street. As of August 18, 2016, the fee simple value of the HealthSouth tract was \$33,000,000, and \$3,360,000 for the parking garage.

Based on an independent analysis from Economic Planning Systems, Inc., the final term sheet requires the developer to pay \$12.2 million in an upfront ground lease cash payment to the City, plus provide 232 affordable housing units and roughly 20,000 square feet of commercial space at below market rate rents. The combined present value of cash payment and community benefits aggregates to \$173.4 million EPS has researched comparable sale transactions and estimates a low-estimate comparable sales price to be \$67.1 million and a high-estimate comparable sales price to be \$118.2 million.

2) *Please provide the Exclusive Negotiating Agreement and most recent contract with Aspen Heights.*

Please find the ENA and the First, Second, and Third Amendments on the public website here: [1215 Red River project website](#).

3) *The proposal assumes zoning changes on both the City tract and the private tract; if these properties participated in the Downtown Density Bonus program, what affordable housing and other community benefits would be required?*

Based on a variety of assumptions (including full build out of both the city-owned and the developer-owned sites), staff was able to estimate the affordable housing and other community benefits required through the existing Downtown Density Bonus program. Specifically, under a fictitious, full build-out scenario, in order to reach the desired 25:1 FAR, the developer would need to provide 734,375 square feet in *affordable housing community benefits*, which could consist of a combination of on-site affordability and fee-in-lieu. Should the developer choose on-site affordable housing, the requirement would be 73,438 square feet of affordable housing (10 square feet for each 1 square foot of on-site dwelling). The applicant could also choose to pay a fee-in-lieu (currently at \$9/sf, or approximately \$6.6 million). An applicant may be granted bonus area (above the base entitlements) by providing community benefits as listed under 25-2-586(E)(1)-(12) for the remaining 50% (734,375 sq. ft.):

1. Affordable Housing
2. Rainey Street Subdistrict Historic Preservation
3. Day Care Services
4. Cultural Uses
5. Live Music
6. On-Site Improvements for Historic Preservation
7. Development Bonus Fee for Off-Site Historic Preservation
8. Green Building
9. Publicly Accessible On-Site Plaza
10. Off-Site Open Space Development Bonus Fee
11. Green Roof
12. Other Community Benefits

4) *Has Aspen Heights agreed to require commercial operators to pay the City's living wage?*

Commercial tenants in this development will not be subject to the City's Living Wage requirements.

5) *The term sheet suggests that the annual gross rent for the affordable child care space will be \$213,000. Is that accurate? Please provide any additional or relevant background to explain how Aspen Heights arrived at this calculation. Several child care experts have indicated that \$213,000 would be far beyond the reach of most high quality child care operators. Please confirm whether staff engaged local child care experts or similar experts in the calculation of that rate, and if so, which ones. Please also provide any additional details as to why staff believe this rate to be accessible to a local affordable, high quality child care operator.*

Staff Response: The mutually agreed term sheet includes the annual gross rent for the childcare facility of 11,840 sq. ft. at \$213,120 with a 3% annual escalation for 10 years plus a 10-year renewal. This figure reflects a significant discount from current market rate rents, as it equates to \$18 per square foot *gross* (i.e., inclusive of rent, common area maintenance, applicable taxes, etc.) while current market-rate rents tend to exceed \$30 per square foot *net* (i.e., the occupant pays for maintenance, taxes, etc. in addition to the net rent). The negotiated rent for the HealthSouth childcare space is also well below that being paid for the childcare space at Bergstrom Tech. After year 20, the rent will be at a 60% market rate. Aspen Heights will have the obligation under the Master Development Agreement to secure a high-quality childcare operator for this space. Staff supports this rate because this rate is significantly below the current market rate of commercial space in downtown. Also, if Aspen Heights is unable to lease the space to a licensed childcare operator within 36 months, the City will have the right of first refusal to lease the space at this same rate to provide high quality childcare services.

Aspen Heights Response: When Aspen Heights agreed to incorporate the affordable childcare use in the offer, we reached out to a local Childcare Operator that provides affordable childcare services. This guidance was incorporated into the term sheet. Market rate rents for ground-floor retail space within the Downtown submarket are a multiple higher than what we plan to command from this space with the affordable Childcare operator.



PAUL HORNSBY & COMPANY

APPRAISERS AND CONSULTANTS

Paul Hornsby, MAI, SRA
Eli Hanslik, MAI
Chris Hornsby, MAI
Melany Adler, MAI
Katie Daniewicz, MAI
Clifford Shaw, ASA
Joseph McAweeney, State Certified

Matthew Cox, Appraiser Trainee
Kimberly Garvey, Appraiser Trainee
Kayla Carter, Appraiser Trainee
Justin Sims, Analyst
Terri Bowden, Business Manager
Jennifer Beardsley, Research Director

September 28, 2016

Ronald L. Olderog, MAI, SR/WA
Chief Appraiser
Real Estate Services Division
City of Austin
One Texas Center
505 Barton Springs Road
Austin, Texas 78704

Re: Appraisal of HealthSouth Rehabilitation Hospital of Austin located at 1215 Red River, Austin, Travis County, Texas.

Assignment Number:	52-147
File #:	3111.454.1
Project Name:	HealthSouth
Property Owner:	City of Austin (Land)/HealthSouth of Austin (Improvements)
TCAD Parcel Number:	02-805-1601-0002
Legal Description:	1.382 Ac of land out of a part of Lots 5 through 8 inclusive of Block 143 of the Original City of Austin Plus Adjacent Vacated Streets and Alley, Austin, Traivs County, Texas

Dear Mr. Olderog:

Pursuant to your request, we have undertaken an appraisal of the above-referenced property, the conclusions of which are set forth in this appraisal report. The report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for an appraisal report and supplemental standards defined by City of Austin Supplemental Appraisal Guidelines. The report presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop our opinions of value. Detailed supporting documentation is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. We are not responsible for unauthorized use of this report.

The purpose of the appraisal is to develop market value opinions of the 1) fee simple interest, 2) leased fee interest, and 3) leasehold interest in the subject property. The intended use of this report is to assist the City of Austin in its internal decision-making process for the possible acquisition of the leasehold estate. The effective date of this appraisal is August 18, 2016.

Based on the analysis and data summarized herein, our opinions of market value are as follows:

MARKET VALUE OPINIONS			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
As Is	Fee Simple	August 18, 2016	\$33,000,000
As Is	Leased Fee	August 18, 2016	\$5,120,000
As Is	Leasehold	August 18, 2016	\$24,690,000

Compiled by Paul Hornsby and Co.

Based on our analyses, it is our opinion that the subject property could have sold on the effective date had it been professionally marketed at a market asking price for the preceding 12 months.

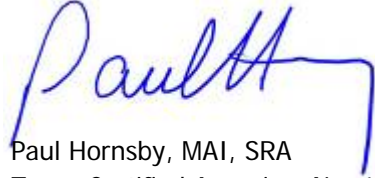
This letter of transmittal and the pages which follow constitute our report. Should you have any questions, or if we can be of further assistance, please contact our office.

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have not performed any services, 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.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute and the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by its duly authorized representatives.
- Paul Hornsby and Clifford Shaw made personal inspections of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- As of the date of this report, Paul Hornsby has completed the continuing education program for Designated Members of the Appraisal Institute.

- As of the date of this report, Clifford Shaw has completed the Standards and Ethics Educational Requirements for Practicing Affiliates of the Appraisal Institute.

PAUL HORNSBY & COMPANY



Paul Hornsby, MAI, SRA
Texas Certified Appraiser No. 1321761-G



Clifford R. Shaw, ASA
Texas Certified Appraiser No. 1322009-G

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EXTRAORDINARY ASSUMPTIONS

1. It is assumed that the American Hospital Directory information used herein accurately represents the subject property and the hospital revenue comparables.
2. It is assumed that the landlord would not exercise the option to purchase at the end of the lease period, and the property would be returned to the landlord without the building improvements.
3. It is assumed that that a zoning change to CBD would be granted by the City of Austin.

Absent these assumptions, the value opinions may be different than as set forth herein.

ORDINARY ASSUMPTIONS

1. It is assumed that there are no easements or encroachments as of the effective date of this appraisal unless noted within the report.
2. It is assumed that there are no hidden or unapparent conditions of the property, sub-soils, or structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors.
3. It is assumed that all necessary permits have been obtained and that there has been full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
4. It is assumed that all applicable zoning and use regulations and restrictions are complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
5. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed. We have no knowledge of the existence of such materials on or in the property, and am not qualified to detect such substances. The presence of substances such as asbestos, radon gas, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimates are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
6. It is assumed that the property is free of any environmental issues, including endangered species or their habitat (i.e., caves) which might preclude development or otherwise affect the value of the property. No responsibility is assumed regarding the presence or absence of such features and the client is urged to retain an expert in these fields, if desired, as the appraiser is not qualified to discover such conditions.

LIMITING CONDITIONS

1. The legal description furnished our firm is assumed to be correct. We assume no responsibility for matters legal in character, nor render any opinion as to the title, which is assumed to be good. The property has been appraised as if under responsible ownership and competent management.
2. We have made no survey and assume no responsibility in connection with such matters therefore, reference to a sketch, plat, diagram, or survey appearing in the report is only for the purpose of assisting the reader to visualize the property. The firm believes that the information contained in this report, although obtained from public record and other reliable sources and, where possible, carefully checked, is reliable, but assumes no responsibility for its accuracy.
3. The construction and condition of the property mentioned in the body of this report are based on observations and no engineering study has been made which could discover any possible latent defects. No certification as to any of the physical aspects could be given unless a proper engineering study is made.
4. We are not required to give testimony or attendance in court by reason of this appraisal with reference to the property in question, unless arrangements have been previously made.
5. Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by anyone other than the addressee without the previous written consent of the appraiser(s).
6. 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 without the written consent and approval of the author(s), particularly as to valuation and conclusions, the identity of the appraiser or firm with which they are connected, or any reference to the Appraisal Institute, and the SRA or the MAI designations, and the American Society of Appraisers and the ASA designation.
7. At the client's request, the following statement is made: "The appraiser has been informed that the City of Austin generally requires the grantor provide either a General or Special Warranty when conveying real property to the City. In the event a purchase is unsuccessful, the City will acquire the real property by eminent domain and will not receive a General or Special Warranty from the Condemnee. The City Attorney's Office will include all parties shown as "owners" in the Title Commitment in the eminent domain proceeding. It is my opinion that there is no difference in market value between the two acquisition procedures." Our interpretation of this statement, and the intent with which it is applied in this appraisal, is that the value estimates represent market value, irrespective of the manner in which the City of Austin acquires title to the property.
8. The appraisers' liability regarding the statements and conclusions reported herein is limited to the fee charged for the assignment.

SUMMARY OF IMPORTANT CONCLUSIONS

Property Name:	HealthSouth Rehabilitation Hospital of Austin
Location:	1215 Red River, Austin, Travis County, Texas
Legal description:	1.382 acres of land out of a part of Lots 5 through 8 inclusive of Block 143 of the Original City of Austin plus adjacent vacated streets and alley, Austin, Travis County, Texas
Assessor's Parcel Number:	197049
Property Rights Appraised:	Fee Simple Interest, Leased Fee Interest and Leasehold Interest
Site Data:	
Size:	±1.3820 acres (±60,200 SF)
Zoning:	P; Public District
Utilities:	All available
Shape:	Basically rectangular
Easements:	No adverse easements noted
Topography:	Moderately sloping
Floodplain:	Not adversely affected by the 100-year floodplain.
Improvement Data:	
Property Type:	Rehabilitation hospital
Occupancy Type:	Healthcare provider
Construction:	Fire resistant steel frame construction on drilled pier foundation with concrete panel exterior walls covered with stucco and tile
Year of Construction:	1990
Gross Building Area:	87,744 SF
Rentable Area:	87,744 SF
% Occupied:	100%
Condition:	Average
Highest and Best Use:	
As If Vacant:	The highest and best use as if vacant is high-density mixed-use development to include a combination of office, multi-family and ground-floor retail.
As Improved:	The highest and best use as improved is continued use in the current capacity.
Purpose of Appraisal:	The purpose of the appraisal is to develop market value opinions of the 1) fee simple interest, 2) leased fee interest, and 3) leasehold interest in the subject property
Effective Date of the Appraisal:	August 18, 2016
Date of the Report:	September 28, 2016

Value Conclusion:

MARKET VALUE OPINIONS			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
As Is	Fee Simple	August 18, 2016	\$33,000,000
As Is	Leased Fee	August 18, 2016	\$5,120,000
As Is	Leasehold	August 18, 2016	\$24,690,000

DESCRIPTIONS AND ANALYSES

SUBJECT PHOTOGRAPHS

Subject's Red River position on the south side of University Medical Center Brackenridge

Date of Photo: 8/18/2016



Access to hospital and parking garage from Red River

Date of Photo: 8/18/2016



Facing north; subject on the right

Date of Photo: 8/18/2016



Facing south; access from Red River

Date of Photo: 8/18/2016



East elevation of hospital

Date of Photo: 8/18/2016



South elevation and main entrance

Date of Photo: 8/18/2016



North elevation of hospital and elevated walkway to Brackenridge Hospital

Date of Photo: 8/18/2016



Lobby associated with main entrance to the building

Date of Photo: 8/18/2016



Garden/courtyard on west side of the building

Date of Photo: 8/18/2016



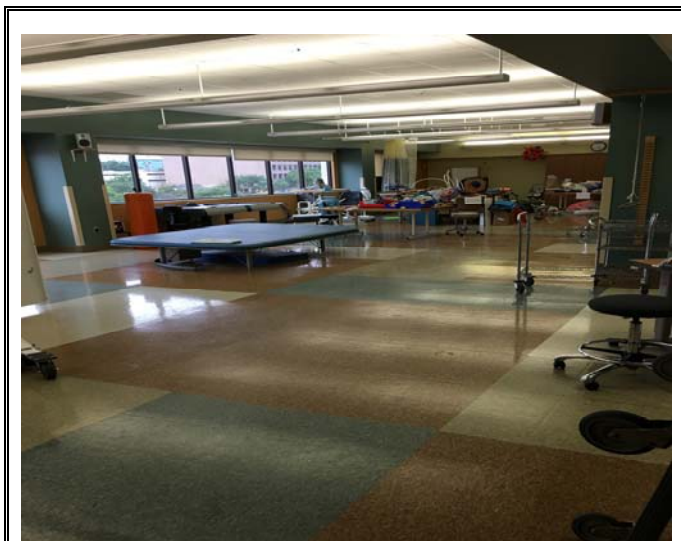
Hospital's roof

Date of Photo: 8/18/2016



Typical hallway

Date of Photo: 8/18/2016



Therapy room

Date of Photo: 8/18/2016



Typical patient room

Date of Photo: 8/18/2016



Public restroom

Date of Photo: 8/18/2016



Typical patient dining room

Date of Photo: 8/18/2016



Typical passenger elevators

Date of Photo: 8/18/2016



Nurse station

Date of Photo: 8/18/2016



Commercial kitchen

Date of Photo: 8/18/2016



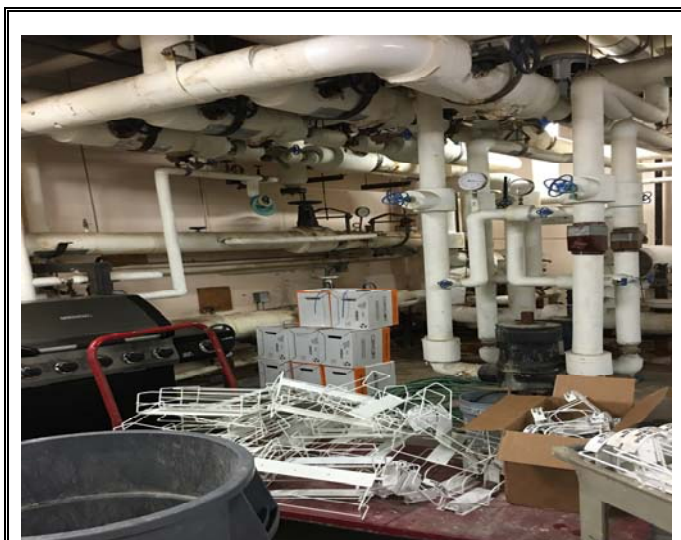
First floor dining room

Date of Photo: 8/18/2016



Therapy pool

Date of Photo: 8/18/2016



Mechanical room

Date of Photo: 8/18/2016

EFFECTIVE DATE OF VALUE

August 18, 2016

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to develop market value opinions of the 1) fee simple interest, 2) leased fee interest, and 3) leasehold interest in the subject property.

CLIENT, INTENDED USE AND USERS OF THE APPRAISAL

The client is the City of Austin. The client is the sole intended user of the report. Use of this report by others is not intended. This report is intended only to assist the City of Austin in its internal decision-making process for the possible acquisition of the leasehold estate. This report is not intended for any other use.

PROPERTY RIGHTS APPRAISED

The property rights appraised are leased fee, leasehold and fee simple. Leased fee estate is a freehold (ownership interest) where the possessory interest has been granted to another party by creation of a contractual landlord-tenant relationship (i.e., a lease).¹ Leasehold interest is the tenant's possessory interest created by a lease.² Fee simple estate is an 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.³

DEFINITION OF MARKET VALUE

"Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."⁴

LEGAL DESCRIPTION

The following legal description was obtained from public records and is assumed to be correct. It has not been verified by legal counsel nor has an independent survey of the parcel been commissioned. Therefore, it is suggested that the legal description be verified before being used in a legal document or conveyance.

1.382 acres of land out of a part of Lots 5 through 8 inclusive of Block 143 of the Original City of Austin plus adjacent vacated streets and alley, Austin, Travis County, Texas.

OWNER OF RECORD AND HISTORY OF THE PROPERTY

The City of Austin is the owner of the underlying fee estate in the subject site (1.382 acres) based upon the following instruments: 1) Volume 1264, Pages 172-173; 2) Volume 2930, Pages 544-546; 3) Volume 2968, Pages 1902-1903; 4) Volume 3870, Pages 1340-1341; 5) Volume 3977, Pages 1107-1108; 6) Volume 5234, Pages 2071-2074; and, 7) Volume 5539, Pages 2237-2240. HealthSouth Rehabilitation Hospital of Austin, Inc., is the owner of the leasehold improvements based upon the assignment of a land lease agreement executed between the City of Austin and Rehab Hospital Services Corporation on August 10, 1988 and assigned to HealthSouth Rehabilitation Corporation on January 1, 1995. We are not aware of any market

¹ *The Dictionary of Real Estate, 5th Edition*, (Appraisal Institute, 2010) p. 111.

² *The Dictionary of Real Estate, 5th Edition*, (Appraisal Institute, 2010) p. 111.

³ *The Dictionary of Real Estate, 5th Edition*, (Appraisal Institute, 2010) p. 78.

⁴ City of Austin vs. Cannizzo, et.al., 267 S.W. 2d 808, 815 [1954].

conveyances of any interest in the subject property, nor have any sale or purchase offers been reported by either party for the three years preceding the effective date of this appraisal.

AD VALOREM TAXES

The 1.382 acre site is owned by the City of Austin. The 2016 Travis Central Appraisal District assessment for the land is \$4,210,920 or \$70/SF. The subject's leasehold improvements are owned by HealthSouth Rehabilitation Hospital of Austin, and are assessed at \$7,603,725 or \$85.49/SF based upon the district's reported building size at 88,944 SF. Real property taxes are assessed for five taxing authorities at a cumulative tax rate of \$2.296081/\$100 valuation.

SCOPE OF WORK

To complete the assignment, a number of steps were undertaken. The most salient of these are listed below.

- We inspected the subject on 8/18/2016 by walking the interior of the hospital and the surrounding grounds. We were accompanied by HealthSouth's representatives, Mr. C. Richard Byrd and Mr. Ricky Nevels, and City of Austin's representatives, Mr. Ronald Olderog and Mr. Justin Steinhauer. The neighborhood was inspected from numerous roads, and trends in residential and commercial development were noted.
- We reviewed documents specific to the subject property such as deed records, tax plats, topographic maps, flood plain maps, surveys, building plans, and American Hospital Directory data. The latter were used primarily in the Income Capitalization due to HealthSouth's decision not to disclose requested financial data.
- A highest and best use analysis was performed to determine the physically possible uses, legally permissible uses, financial feasibility and maximally productive use of the property.
- The three traditional valuation techniques were considered to estimate the value of the subject property. The Cost Approach was employed with the use of the Marshall Valuation Service cost manual and local land sales data.
- The Sales Comparison Approach (Improved) was performed based upon research of a reasonable quantity of comparable sales data. Confirmation of sales included research of county deed records, an internet based real estate sales database by subscription (Xceligent), and Securities and Exchange Commission filings.
- The time frame for our land sales data search was from 2013 through the effective date. The geographic area for land sales was the City of Austin CBD. The land sale comparables were inspected from perimeter roadways, and data were confirmed with parties directly involved with the transactions (buyer, seller or brokers) or individuals having special knowledge of the transactions. The time frame for our improved sales data search was from 2011 through the effective date. The geographic area for improved sales was the state of Texas. The sales were inspected from perimeter roads data were confirmed via Security and Exchange Commission filings and our in-house database.
- The Income Capitalization Approach was performed based upon data gathered on competitive rehabilitation hospitals and the subject with the use of American Hospital Directory published reports.
- Fee simple market value was then reconciled from the three approaches. The market value of the leased fee estate was then estimated by calculating the present value of projected ground lease payments and a reasonable expectation of reversion. The market value of the leasehold estate was then estimated by calculating the present value of rent advantage to the lessee and contributory value of improvements.

AUSTIN AREA ANALYSIS

As of second quarter 2016, the Austin MSA continues to show momentum in all property types. The single family and multi-family sectors continue to experience healthy sales and rental activity. Home builders remain in lot-acquisition and development mode as single family construction is abundant, yet unable to meet pent-up demand. The multi-family market continues to have strong occupancies and rents despite significant development over the last three years. Tracking the strong residential markets, the office, retail and industrial markets also reflect healthy occupancy and rents despite recent additions to supply.

POPULATION

The Austin MSA includes Travis, Hays, Williamson, Caldwell, and Bastrop Counties. The MSA ranks as the 35th largest in the United States according to the U.S. Census Bureau. The remarkable rates of population growth in the Austin area are due to large in-migration as well as the youthful make-up of Austin's citizens. The tables below provide a brief summary of recent population trends for the Austin MSA:⁵

⁵U.S. Census Bureau, <http://www.census.gov/>

Austin MSA Population Trends				
	Census Population		Change, 2000 to 2010	
	2010	2000	Number of Residents	Percent
Bastrop County	74,171	57,733	16,438	28.47%
Caldwell County	38,066	32,194	5,872	18.24%
Hays County	157,107	97,589	59,518	60.99%
Travis County	1,024,266	812,280	211,986	26.10%
Williamson County	422,679	249,967	172,712	69.09%
MSA Total	1,716,289	1,249,763	466,526	37.33%

According to Census 2010 figures, the Austin MSA was the eighth fastest growing area in the nation. From 2000 to 2010, the Austin MSA experienced a 37.33% growth rate, largely attributed to influx from other cities. Since the mid 1990's, 70% of the total population increase was due to in-migration. The table below is a list of the top ten fastest growing Metropolitan Statistical Areas in the nation over the last decade.⁶

U.S. Metropolitan Areas Ranked by Percent Population Change					
Rank	Metropolitan Statistical Area	Census Population		Change	
		2010	2000	Number	Percent
1	Palm Coast, FL	95,696	49,832	45,864	92.04%
2	St George, UT	138,115	90,354	47,761	52.86%
3	Las Vegas-Paradise, NV	1,951,269	1,375,765	575,504	41.83%
4	Raleigh-Cary, NC	1,130,490	797,071	333,419	41.83%
5	Cape Coral-Fort Myers, FL	618,754	440,888	177,866	40.34%
6	Provo-Orem, UT	526,810	376,774	150,036	39.82%
7	Greeley, CO	252,825	180,926	71,899	39.74%
8	Austin-Round Rock-San Marcos, TX	1,716,289	1,249,763	466,526	37.33%
9	Myrtle Beach-North Myrtle Beach-Conway, SC	269,291	196,629	72,662	36.95%
10	Bend, OR	157,733	115,367	42,366	36.72%

Austin area population histories and projections from the Real Estate Center at Texas A&M University are summarized below.⁷

⁶ U.S. Census Bureau, <http://www.census.gov/main/www/cen2000.html> <http://www.census.gov/main/www/cen2000.html>

⁷ Real Estate Center at Texas A&M University <http://recenter.tamu.edu/mreports/2011/AustinRRock.pdf>

Austin Area Population Histories and Projections						
Year	City of Austin	Annualized Growth Rate	Travis County	Annualized Growth Rate	Austin-Round Rock-San Marcos MSA	Annualized Growth Rate
1940	87,930		111,053		214,603	
1950	132,459	5.50%	160,980	3.80%	256,645	1.80%
1960	186,545	3.20%	212,136	2.80%	301,261	1.60%
1970	251,808	3.20%	295,516	3.40%	398,938	2.80%
1980	345,890	1.30%	419,573	3.60%	585,051	3.90%
1990	465,622	-0.20%	576,407	3.20%	846,227	3.80%
2000	656,562	4.30%	812,280	3.50%	1,249,763	4.00%
2005	700,407	1.20%	893,295	2.20%	1,464,563	3.20%
2010	790,390	2.11%	1,024,266	1.58%	1,716,289	0.60%
2011	812,025	2.74%	1,049,873	2.50%	1,763,487	2.75%
2012	832,326	2.50%	1,076,119	2.50%	1,811,983	2.75%
2013	855,215	2.75%	1,108,403	3.00%	1,870,872	3.25%
2014	878,733	2.75%	1,141,655	3.00%	1,930,740	3.20%
2015	900,701	2.50%	1,173,051	2.75%	1,990,593	3.10%
2020	991,992	1.50%	1,333,681	2.50%	2,307,643	3.00%
2025	1,068,657	1.50%	1,508,938	2.50%	2,675,191	3.00%
2030	1,151,247	1.50%	1,707,225	2.50%	3,063,825	2.75%
2035	1,225,021	1.25%	1,908,127	2.25%	3,466,436	2.50%
2040	1,287,510	1.00%	2,106,726	2.00%	3,921,955	2.50%
2045	1,353,186	1.00%	2,269,543	1.50%	4,330,155	2.00%

EMPLOYMENT

The following tables show employment statistics and changes in the Austin MSA. The employment gains show improvement beginning in 2010.

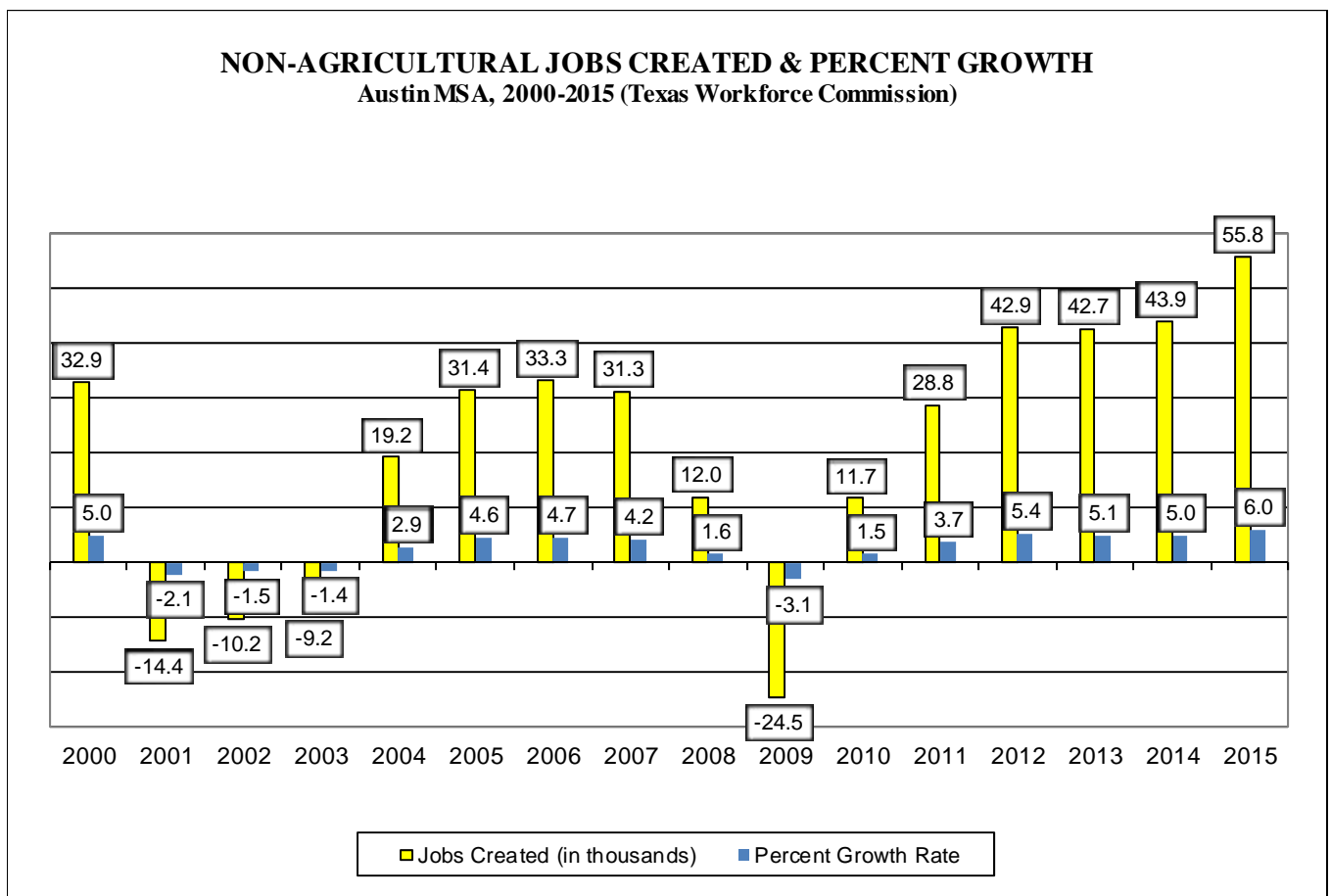
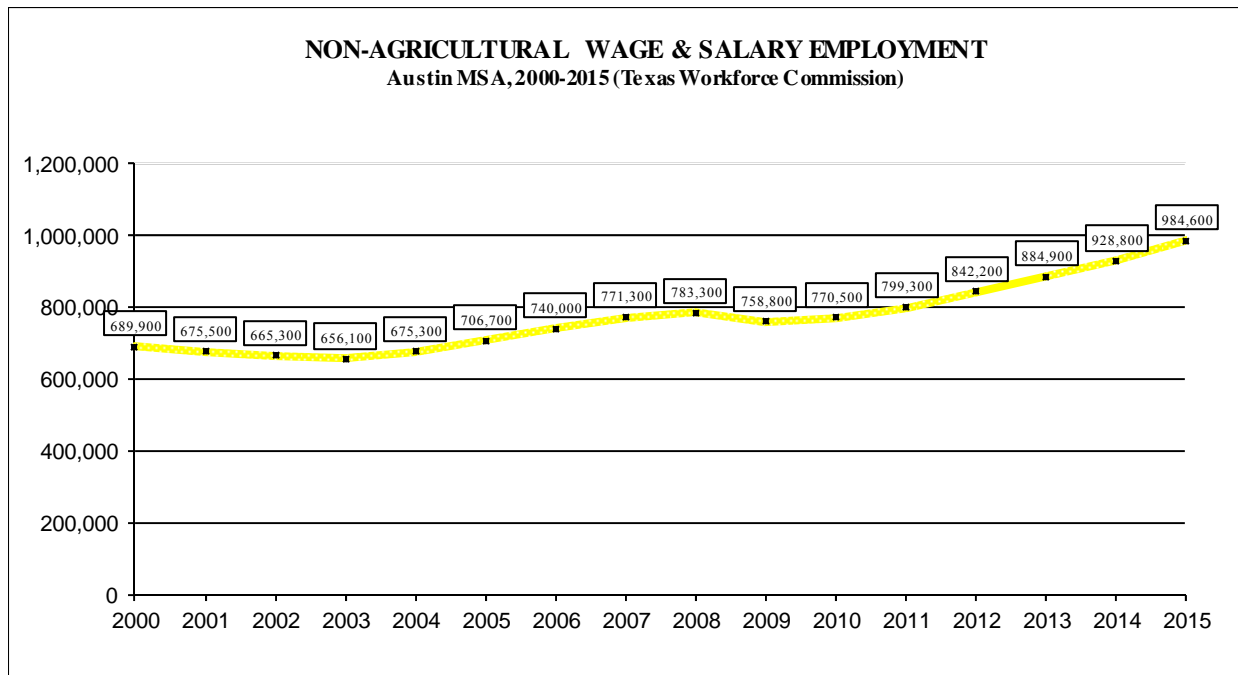
Changes From Previous Year								
	2008	2009	2010	2011	2012	2013	2014	2015
Total Civilian Employment	0.4%	0.3%	1.3%	4.9%	4.7%	5.1%	4.8%	3.4%
Non-agricultural employment	1.6%	-3.1%	1.5%	3.7%	5.4%	5.1%	5.0%	6.0%

	Year End 2015	2nd Q 2015	1st Q 2016	2nd Q 2016	Trailing Year Change	YTD Change	Quarterly Change
Total Civilian Employment	1,050,800	1,021,700	1,063,300	1,067,200	4.5%	1.6%	0.4%
Non-agricultural employment	984,600	949,600	984,500	1,008,800	6.2%	2.5%	2.5%
Unemployment	3.0%	3.3%	3.1%	2.9%			

Employment trends are summarized below⁸

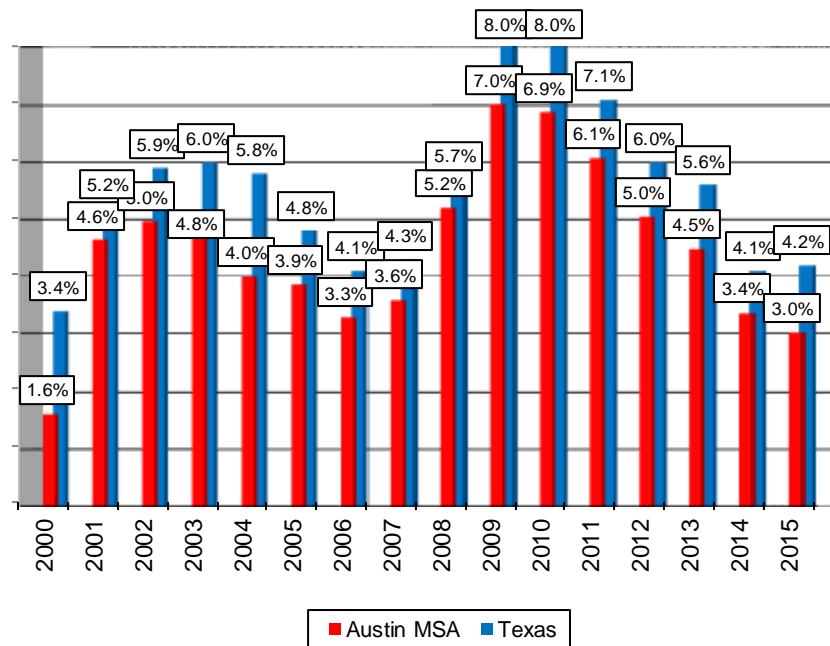
Civilian Labor Force & Unemployment Rate					
Austin MSA 1995 - 2015					
Year	TLF	Emp	% Chg Emp	Unemp	% Unemp
1995	624,269	607,487		16,782	2.7%
1996	639,320	620,329	2.1%	18,991	3.0%
1997	658,460	641,180	3.4%	17,280	2.6%
1998	691,908	676,526	5.5%	15,382	2.2%
1999	718,053	703,917	4.0%	14,136	2.0%
2000	755,177	743,072	5.6%	12,105	1.6%
2001	759,100	723,900	-2.6%	35,200	4.6%
2002	772,800	734,400	1.5%	38,400	5.0%
2003	770,800	733,900	-0.1%	36,900	4.8%
2004	779,800	748,600	2.0%	31,200	4.0%
2005	814,100	782,700	4.6%	31,400	3.9%
2006	843,900	816,100	4.3%	27,800	3.3%
2007	855,000	824,200	1.0%	30,800	3.6%
2008	873,100	827,600	0.4%	45,500	5.2%
2009	892,700	830,000	0.3%	62,700	7.0%
2010	902,600	840,500	1.3%	62,100	6.9%
2011	939,200	882,100	4.9%	57,100	6.1%
2012	972,300	923,200	4.7%	49,100	5.0%
2013	1,016,100	970,400	5.1%	45,700	4.5%
2014	1,052,100	1,016,700	4.8%	35,400	3.4%
2015	1,083,500	1,050,800	3.4%	32,700	3.0%

TLF: Total Civilian Labor Force; Emp: Total Employment; % Chg Emp: Percent Change in Total Employment; Unemp: Total Number Unemployed; % Unemp: Unemployment Rate.



The local unemployment rate, as compared with that of the state, is represented in the following graph.

UNEMPLOYMENT RATE
AUSTIN MSA AND TEXAS (Texas Workforce Commission)



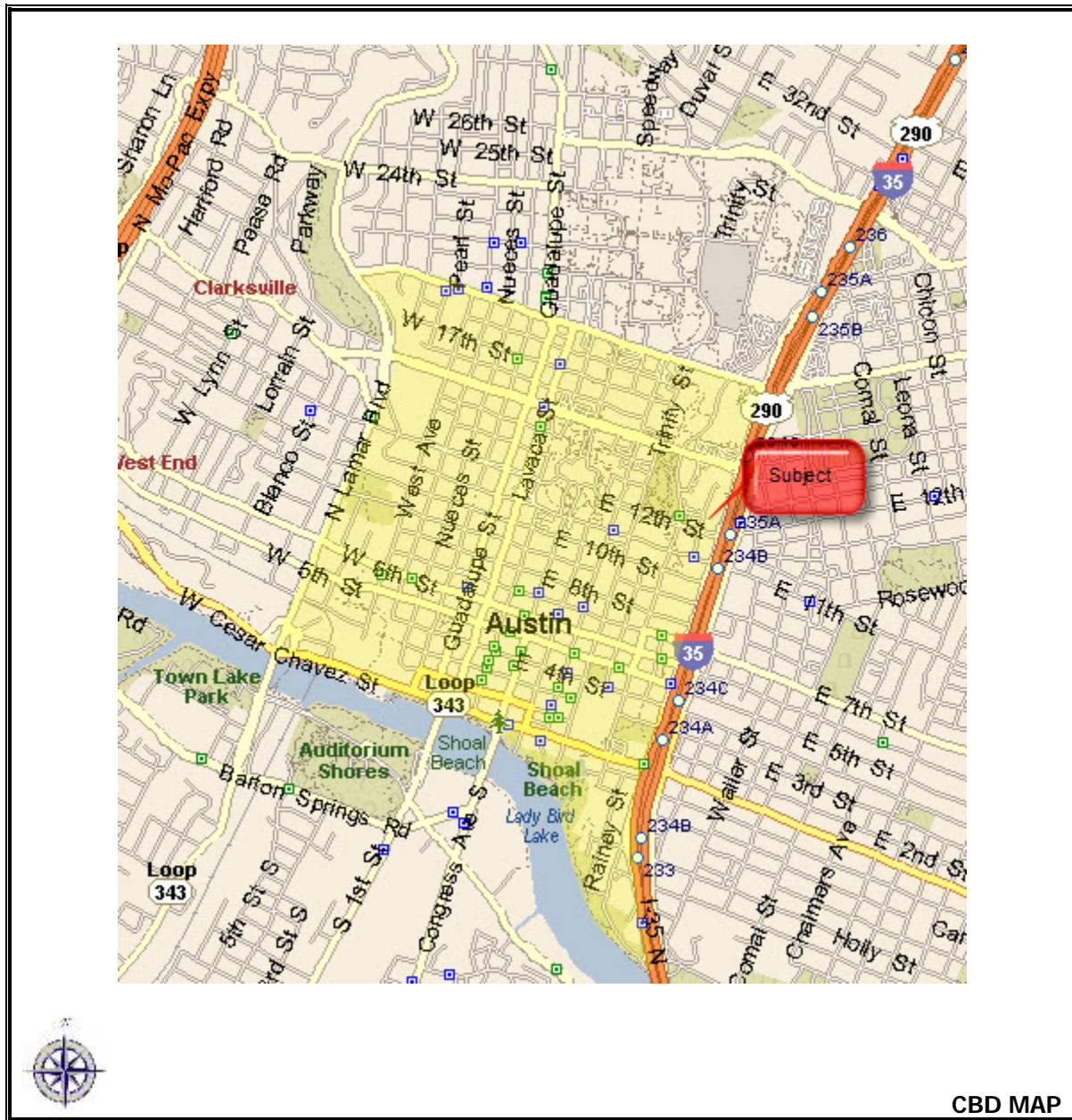
Major Employers

The major employers in Austin are primarily in the government, education and high-tech sectors. Following is a table showing some of Austin's major employers, as provided by the Austin Chamber of Commerce.

Major Employers		
Company	Business Focus	Employees
State of Texas	State Government	65,491
Dell Computer Corporation	Computer Systems	17,000
University of Texas at Austin	Higher Education, Research and Public Service	14,104
Austin Independent School District	Public Education	10,610
City of Austin	City Government	10,000
Seton Health Care Network	Health Care	6,743
IBM Corporation	Electronic circuit cards, hardware and software for personal systems and advanced workstations	6,300
St. David's Healthcare Partnership	Health Care	6,219
Round Rock Independent School District	Public Education	5,175
Freescall Conductor	Embedded processing solutions	5,000
IRS/ Austin Center	Regional processing center for federal income tax returns	4,500

SUMMARY

With a trailing year 6.2% non-agricultural employment growth, Austin continues to fare better than most cities in the nation. The 6.0% 2015 job growth was higher than in any year since 1999, and reflects a robust economy.

NEIGHBORHOOD ANALYSIS

The market boundaries for commerce are generally IH-35 to the east, MoPac Expressway (Loop 1) to the west, 38th Street to the north, and Ladybird Lake to the south. IH-35 and MoPac Expressway are the primary north-south highways extending through the City of Austin. Other primary highway linkages include US 183, US 290, and SH 45. Secondary access in the area is generally via East 6th Street, East 12th Street and other east-west thoroughfares, as well as Red River Street, San Jacinto, and Congress Avenue and other north-south thoroughfares. Public transportation is provided throughout the area by Capital Metro.

The subject property is located in the northeast sector of the CBD, approximately one-fourth mile east of the State Capitol Complex and one-fourth mile south of the University of Texas campus. The predominant uses in this area are high-density office and civic uses. That area has historically lagged behind much of the CBD with respect to quality and density of development. However, a number of historic projects are underway and planned that will have profound impacts on that area of the CBD, the entire CBD, and the City of Austin. The most notable are as follows:

- 1) The creation of the Dell Medical School at The University of Texas at Austin, which opened mid 2016 to its first 50 students.
- 2) The construction of the Dell Seton Medical Center at The University of Texas, a 211 bed teaching hospital, which is underway and expected to be completed mid 2017.
- 3) The redevelopment of Central Health's Brackenridge Campus, which includes the University Medical Center Brackenridge hospital whose operations will be moved to the new teaching hospital.
- 4) The creation of the University of Texas Medical District located across 15th Street to the north of the Brackenridge campus, which will encompass the medical school, teaching hospital and other healthcare facilities.
- 5) Future development of an innovation zone south of the Brackenridge Campus, which will be a catalyst for innovation and collaboration that supports advancement in health-related research.
- 6) The completion of the Waller Creek Tunnel Project that will remove over 28 acres of downtown property along Waller Creek from the 100-year floodplain.

Substantial changes to the northeast sector of the neighborhood are occurring today as related to the medical school and teaching hospital. The Central Health Brackenridge Campus Master Plan describes near term changes to be associated mainly with the demolition of the main tower of the hospital and subsequent transfer of operations to the teaching hospital. The overall redevelopment of the campus is expected to take 15 to 25 years.

Redevelopment tracts that have sold recently in the CBD have been intended predominantly for high-rise mixed-use development, with ground floor retail and an emphasis on multi-family development on upper floors. Vacant tracts available for re-development in the CBD have been scarce.

The most notable employers within and near the neighborhood include the University of Texas, the State of Texas, and a wide range of private employers within numerous offices in the CBD.

Educational needs are served primarily by the Austin Independent School District and the University of Texas. Public services, such as police, fire protection, and emergency medical services are provided by the City of Austin and Travis County. Electric utility services are provided by Austin Energy. Water and wastewater services are provided by the City of Austin.

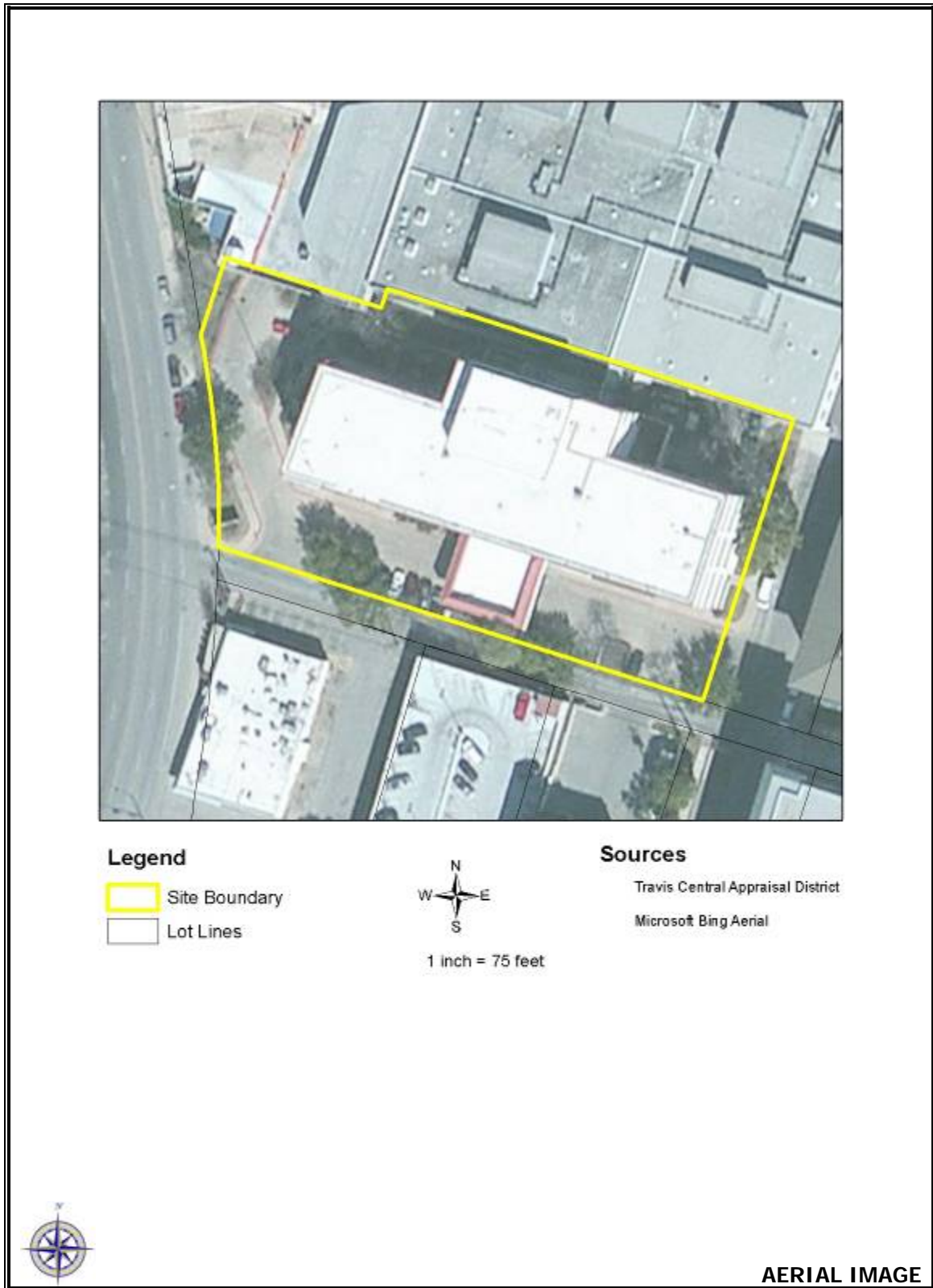
Rehabilitation Hospital Market

The market area for the subject hospital extends beyond the Austin CBD and generally coincides with the regional scope exhibited by the major acute care hospitals in Austin. Market demand for the subject's facilities is driven mainly by demographic health trends in the region's population. The current trend in the supply and demand relationship for rehabilitation hospital beds in this area appears to be somewhat stable with respect to number of beds. However, a continued significant increase in population size and concomitant rehabilitative healthcare needs is expected to create some upward local growth, which should improve the current occupancy levels from a range of approximately 27% to 80%.

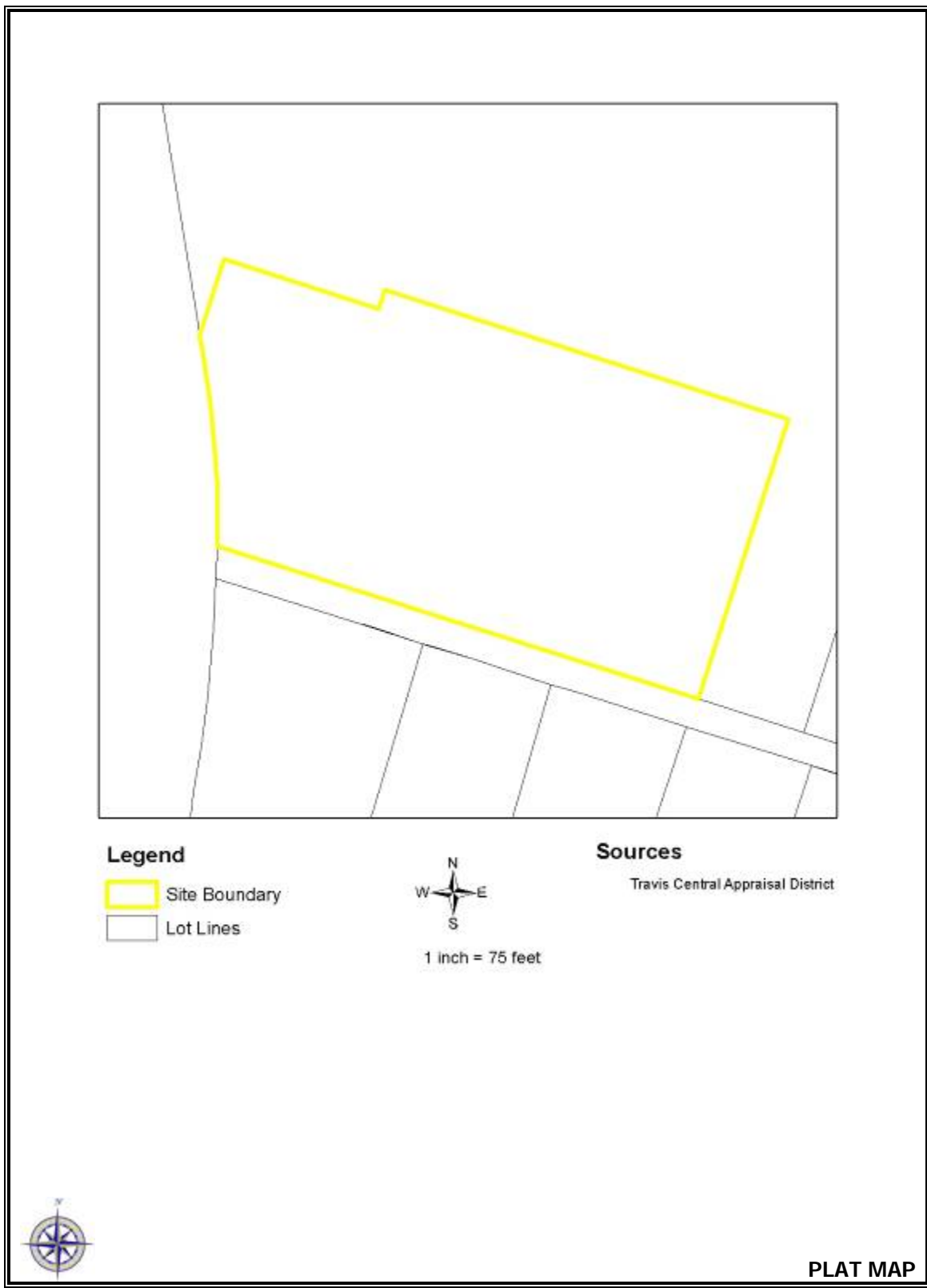
The following table summarizes the competitive market for independent rehabilitation hospitals in the Austin market.

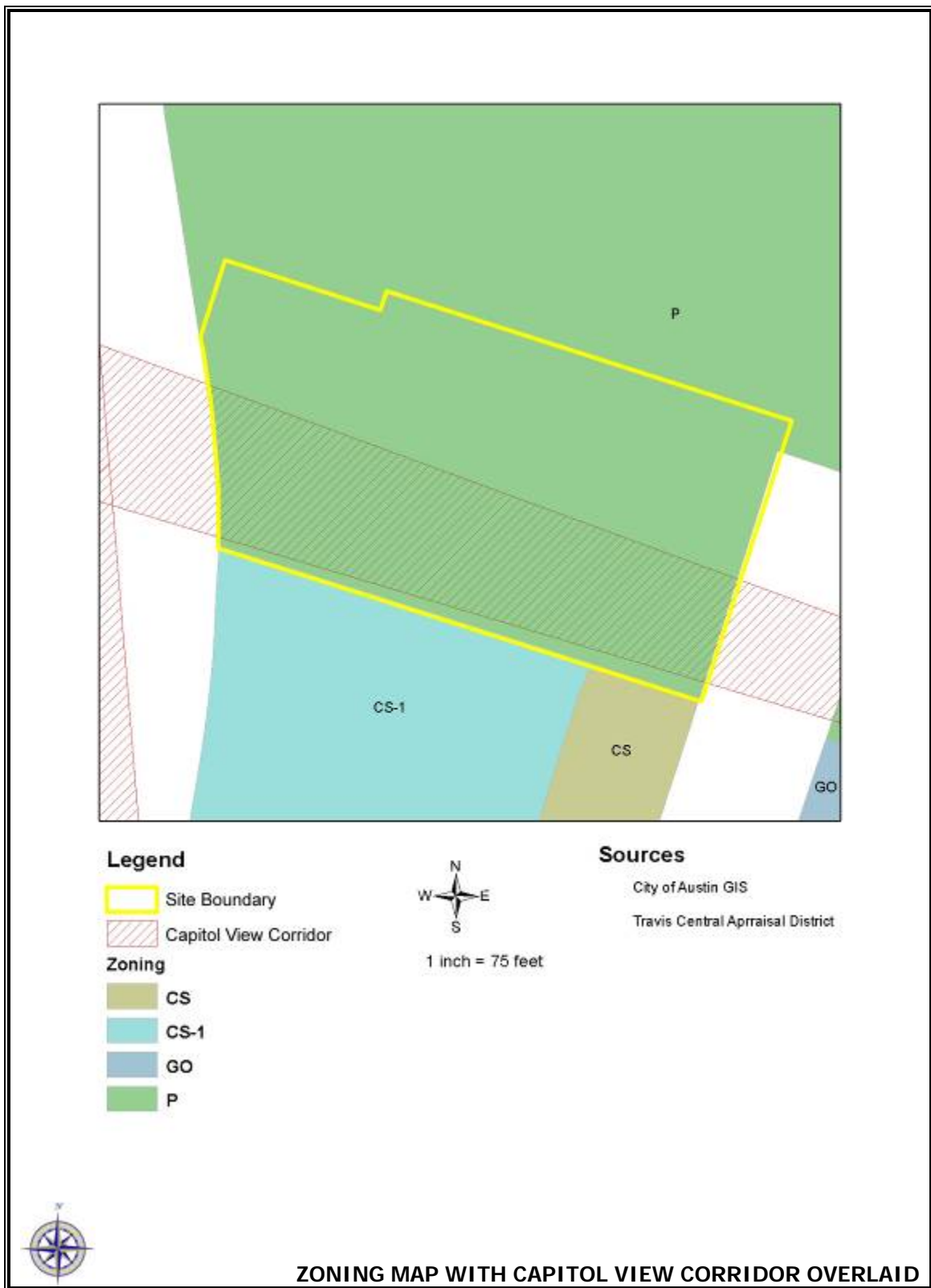
No.	Hospital Name	Beds	Year Built	Location
1	HealthSouth Rehabilitation Hospital of Round Rock	50	2007	South Round Rock just west of IH 35; proximate to St. David's Round Rock Medical Center.
2	Central Texas Rehabilitation Hospital	50	2012	North central Austin just northeast of Seton Medical Center and just northwest of St. David's Hospital.
3	HealthSouth Rehabilitation Hospital of South Austin	60	2012	South central Austin just west of IH 35; proximate to Seton South Austin Medical Center.
4	HealthSouth Rehabilitation Hospital of Austin	83	1990	Austin CBD along west side of IH 35 and adjacent to the University Medical Center Brackenridge acute care hospital.

SITE DESCRIPTION AND ANALYSIS

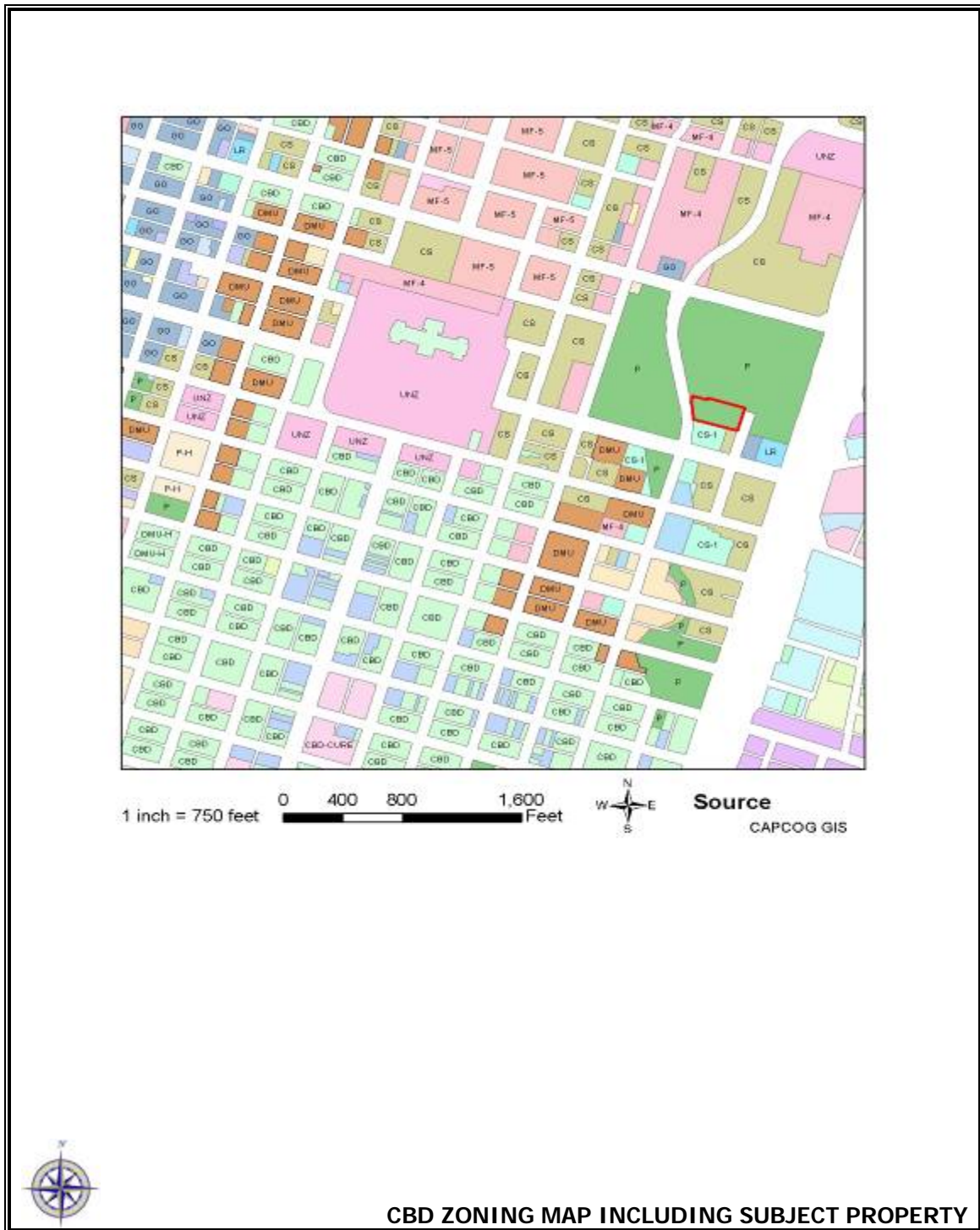


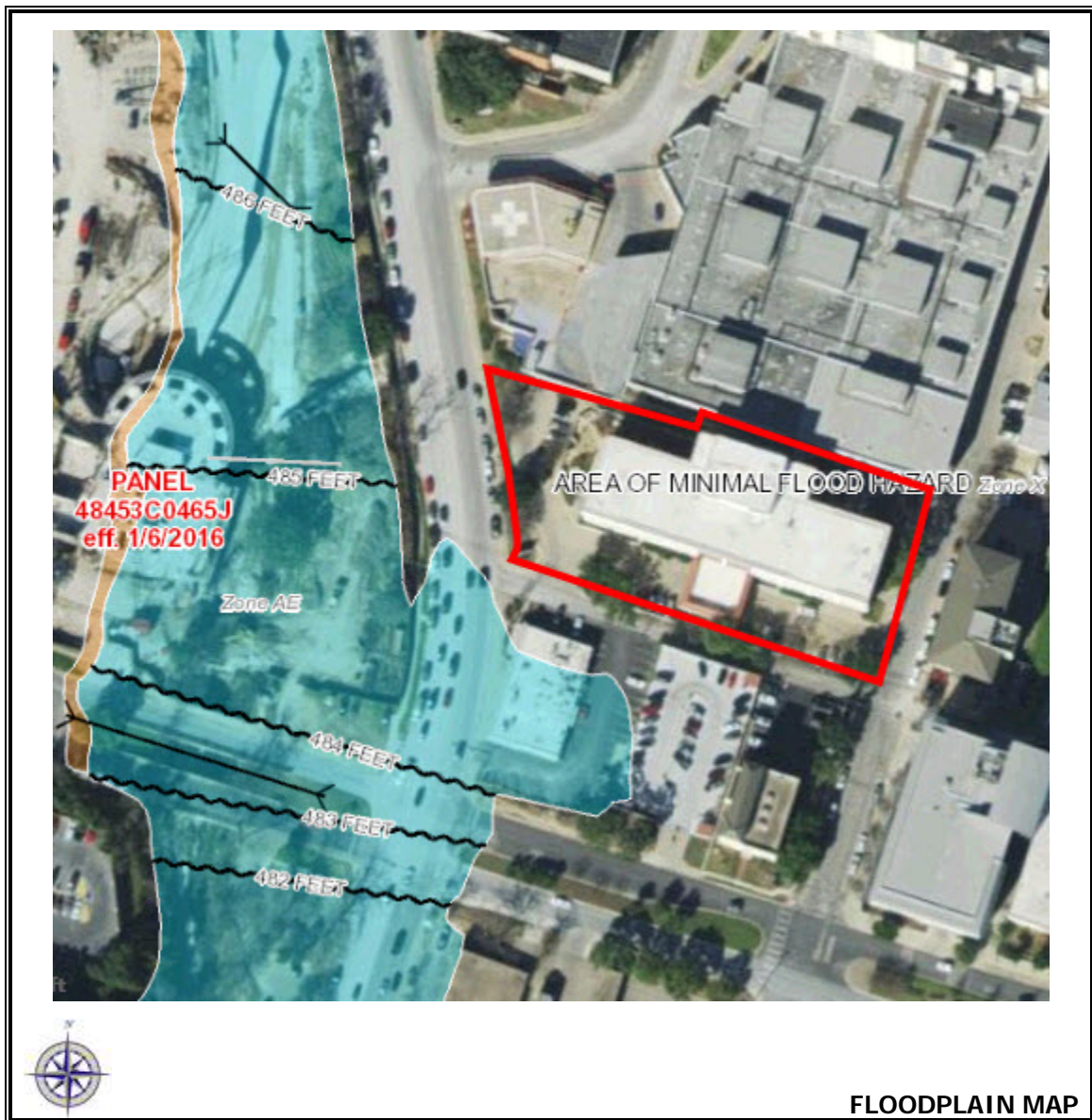
Source: Austin GIS





Source: Austin GIS





Source: FEMA

Location:	1215 Red River, Austin, Travis County, Texas 78701
Map Reference:	Mapsco Map Page 585-T
Gross Site Area:	±1.3820 acres (±60,200 SF)
Shape:	The site is basically rectangular in shape.
Frontage and Roadway Design:	<p>±145 feet on Red River Street, a primary thoroughfare that traverses the area in a north-south direction with two lanes in each direction, and on-street parking.</p> <p>±164 feet on Sabine Street, a secondary thoroughfare that traverses the area in a north-south direction with one lane in each direction, and on-street parking.</p> <p>±282 feet on an alley that traverses the area in an east-west direction with one lane, and no on-street parking.</p>
Access/Visibility:	Accessible via Red River Street and Sabine Street; the property is afforded good visibility from Red River.
Subsoil Conditions and Drainage:	An engineering study to determine the soil and subsoil conditions was not provided. The soil and subsoil conditions are assumed to be typical of those found in this area. We are not qualified to render an opinion as to the quality of the soils or feasibility for development. Upon inspection of the subject and surrounding improvements, soil conditions appear adequate to support development of the subject property with adequate engineering. The opinions of value stated herein are contingent upon the soils providing a stable base for improvements.
Topography:	The site exhibits moderate sloping to the southwest.
Floodplain:	The FEMA flood hazard map, 48453C0465J for the City of Austin, Travis County, Texas dated January 1, 2016, does not indicate 100-year floodplain on the subject.
Watershed:	Waller Creek
Environmental/Toxic Waste:	We were not provided an environmental site assessment for the subject, and we did not observe during our inspection any evidence of recognized environmental conditions such as hazardous waste and/or toxic materials. We have no knowledge of the existence of any such substances on the property; however, we are not qualified to detect hazardous waste and/or toxic materials. An expert in these fields should be consulted for opinions on these matters. The appraisal is predicated on the assumption that no environmental hazards or special resources exist within or on the subject property.

Utilities: All utilities are present and in use at the site.

Political Boundaries: City of Austin, Travis County, State of Texas

Zoning: P; Public District with the following zoning overlays: Capitol View Corridor (CVC), Central Urban Redevelopment (CURE), Residential Design & Compatibility Standards, and Comprehensive Cultural resources; City of Austin.

The Public District designation is for a governmental, civic, public service, or public institution use. This designation may be applied to a use located on property used or reserved for a civic or public institutional purpose or for a major public facility, regardless of ownership of the land on which the use is located.

The current zoning would continue to apply as long as the property is in use as a hospital. In the event of re-development, re-zoning would be required. Re-zoning the subject has not previously been pursued. Parcels closest to the subject are currently zoned a mix of CBD, DMU, P, CS, GO, and MF. Re-zoning has not been attempted for most of the parcels in this area because many are owned by governmental entities. However, the adjacent tract in the corner of Red River and 12th Street was rezoned to CBD from CS-1 on September 27, 2012 for development of a high rise project with residential units on upper floors and retail/commercial on the lower level. In addition, the floodplain associated with Waller Creek has historically slowed the pace of re-development in this area. That situation is expected to change upon completion of the Waller Creek Tunnel project across the street from the subject.

The CBD zoning designation is a probable zoning change for the subject, which is consistent with the trend in such zoning nearby. The City of Austin has previously reported that there have been city plans to initiate re-zoning of this parcel to CBD. However, the one to two-year time frame for that action has lapsed.

In addition, zoning overlays would modify and restrict the use and site development regulations authorized in the base districts. All requirements are in addition to and supplement land development code requirements. Examples include prohibiting permitted uses authorized in a base district, increasing minimum lot sizes, decreasing FAR, etc.

The Capitol View Corridor Combining District (CVC), which encompasses $\pm 50\%$ in the southern portion of the site, would be applied in combination with the various base districts to limit the height of structures within selected corridors that represent the remaining significant, publicly accessible views of the State Capitol Building of Texas, so that those views may be preserved and protected.

The CVC impacts the southern half of the site. A CVC Determination by the City of Austin, dated September 10, 2012 (See Addenda), reports that maximum height is limited to a range of 68 feet to 93 feet (5 to 7 stories), with height restrictions most severe in the southeastern portion of the site.

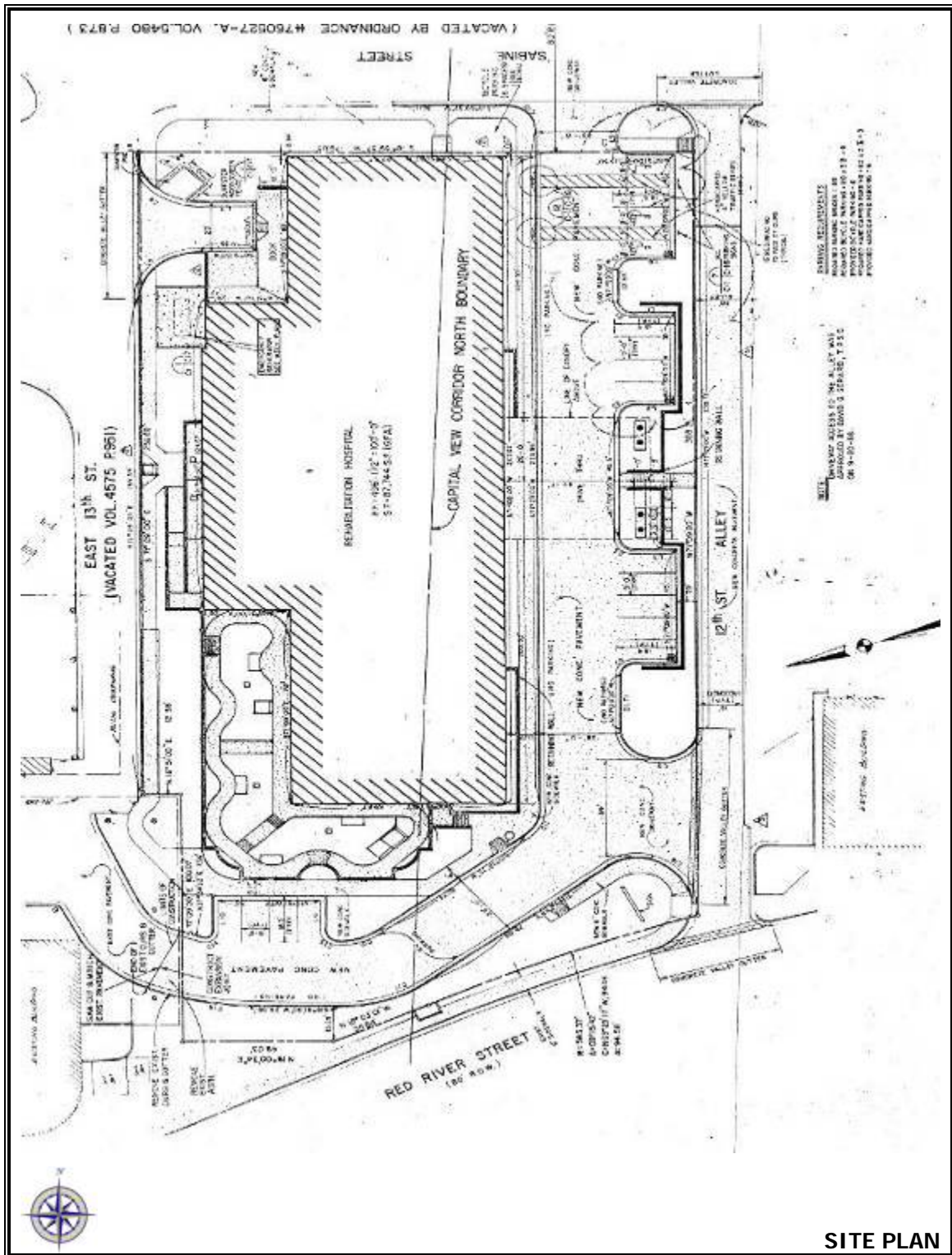
The Central Urban Renewal District (CURE) applies to an entire site and is a

zoning overlay district for the downtown area. The purpose of this zoning district is to provide flexibility and incentives for development within the designated boundaries, including changes to site development standards and waivers from development fees with one application.

Residential Design & Compatibility Standards impact the entire site, as well. This ordinance places additional regulations on single-family structures, two-family structures and duplex structures to limit bulk and volume of residential structures.

The site is also located within the Comprehensive Cultural Resources Zone, which impacts large portions of the central city, including the entire area in which comparable sales data was researched for this appraisal. Because this overlay applies to all of the properties in the subject's competitive market, it does not have a significant impact on value versus the comparable sales data. The *Comprehensive Cultural Resources Zone* includes the CBD, State Capitol complex, University of Texas, and areas as far north as 45th Street, south to Oltorf, west to MoPac, and east to Pleasant Valley.

School District	Austin ISD
Public Services:	The site is within the jurisdiction of the City of Austin and is provided all municipal services, including police, fire, and garbage collection.
Land Use Restrictions:	We were not provided a title policy. However, a provided copy of a ground lease between the City of Austin and HealthSouth Rehabilitation Hospital, Inc. by assignment limits the use of the site to a rehabilitation hospital. The exercising of all lease period options by the tenant can restrict the use of the site for rehabilitation hospital to December 31, 2064. Additional searches of Travis County Deed Records did not reveal any other restrictions considered adverse to the use of the site nor are we aware of such restrictions. However this statement should not be taken as a guarantee or warranty that no such restrictions exist. Deed and title examination by a title attorney is recommended should any questions arise regarding restrictions. We have assumed no adverse restrictions exist.
Easements/Encumbrances:	Public records and our inspection did not indicate any adverse easements or encumbrances.
Encroachments:	Encroachments were not noted and it is assumed that the site is free and clear of the same.
Adjacent Properties:	<p>North: University Medical Center Brackenridge Hospital</p> <p>South: Alley with retail, parking garage, and office beyond</p> <p>East: Sabine Street with medical examiners' offices beyond</p> <p>West: Red River Street with Waterloo Park beyond</p>



IMPROVEMENTS DESCRIPTION AND ANALYSIS

The subject site is improved with a four-story rehabilitation hospital building and supporting site improvements. The relevant characteristics of the improvements are summarized in the following table:

DESCRIPTION SUMMARY		
Name of Property	HealthSouth Rehabilitation Hospital Of Austin	
Property Type	Healthcare	
Occupancy Type	Rehabilitation Healthcare Provider	
Number of Buildings	1	
Number of Stories	4	
Patient Rooms	41	
Gross Building Area	87,744 SF	
Land Area	±1.382 acres	±60,200 SF
Land to Building Ratio	0.686:1	
Floor Area Ratio	1.458:1	
Year of Construction	1990 (Partial Renovation 2010)	

Exterior Description:

Foundation:	Drilled concrete pier
Frame/Structure:	Fire resistant steel frame
Roofing:	Flat with membrane cover
Exterior Walls:	Concrete panel with stucco and decorative tile
Exterior Doors/Windows:	Glass pedestrian automatic entry doors at building front; glass pedestrian fixed doors at north building location; metal clad doors at other exterior locations to the north side of building; fixed glass windows

Interior Description

Interior Partitions and Cover:	Mainly painted and papered drywall
Interior Doors:	Wood doors in aluminum frame
Ceilings:	Mainly dropped acoustic tile in metal grid

Lighting: Recessed fluorescent and incandescent lighting

Floor Coverings: Vinyl and ceramic tile

Equipment and Mechanical Systems

HVAC: 100% heated and cooled with a central system provided by the central plant on the Brackenridge Campus on the north adjacent property.

Plumbing: Assumed installed to all applicable building codes

Electrical: Assumed built to all applicable building codes

Restroom/Bath Features: Adequate public, staff and patient restrooms

Fire Protection: Sprinklers and alarms throughout

Security: Adequate systems, including video recording

Additional/Special Features or Amenities: Typical public and patient features for a rehabilitation hospital, such as a commercial kitchen and adjacent public dining room, conference room, therapy pool, physical therapy rooms, patient dining rooms, nursing stations, laundry facilities, aquatic therapy pool, and pharmacy.

Site Improvements

Concrete paving: Parking, drives and sidewalks

Parking: There are 15 spaces on site and 62 spaces in a two level parking garage owned by HealthSouth and located across an alley from the hospital. In addition, 85 spaces are rented in the commercial garage next to University Medical Center Brackenridge at the southeast corner of 15th Street and Red River.

Landscaping: Average irrigated landscaping with grass, shrubs and trees

Other: Freestanding marquee sign

Market Relativity of Improvements

Americans with Disability Act Comments: The property appeared to be in compliance with the act. We were not provided any documents certifying compliance. Based upon the subject's current occupancy, we have assumed compliance.

Condition: Average to good; partial renovation in 2010

Quality of Construction: Average to good

Functional Utility: Improvements function as intended and are comparable to rehabilitation hospital buildings of similar age and quality of construction

HIGHEST AND BEST USE ANALYSIS**AS IF VACANT**

Highest and best use is defined as "The reasonably probable use that produces the most benefits and highest land value at any given time."

Based on the information presented in the preceding sections of this report, the following analysis considers each of the factors of highest and best use in relation to the subject property. The most pertinent elements are summarized below.

- The size and shape are conducive to a high-density development in the Austin CBD.
- The location along the east side of the CBD in the northeast sector provides for good access to the city's central transportation infrastructure.
- The site is not affected by 100-year floodplain.
- There is an existing full set of utilities.
- There are no adverse easements.
- The current and near term land use trends are for high-density mixed-use developments.
- A zoning change from P to CBD is probable.

On the basis of the above observations, high-density mixed-use development is the most probable use for the subject. Considering all pertinent factors, it is our opinion that the highest and best use of the site is for a high-density mixed-use development to include a combination of office, multi-family and ground-floor retail.

AS IMPROVED

The subject property is improved with a four-story rehabilitation hospital building. It fully utilizes the existing site area and can meet market demands for function and use. It is generally well-positioned geographically, and utilization as a rehabilitation hospital is considered to maximize its value. Therefore, the highest and best use of the subject property, as improved, is as a rehabilitation hospital.

VALUATION OF THE PROPERTY

THE COST APPROACH

The Cost Approach to value is a theoretical breakdown of the property into land and building components. It involves adding the depreciated value of the improvements to the value of the land, assuming it to be vacant. This approach consists of four steps:

- Valuation of the land as if vacant;
- Estimation of replacement/reproduction cost new of the existing structure(s), including site improvements;
- Less the estimation of accrued depreciation in the improvements (The total depreciation present in the improvements is deducted from the cost new, indicating a depreciated value of the improvements.); and,
- The addition of the land value and the depreciated value of the improvements.

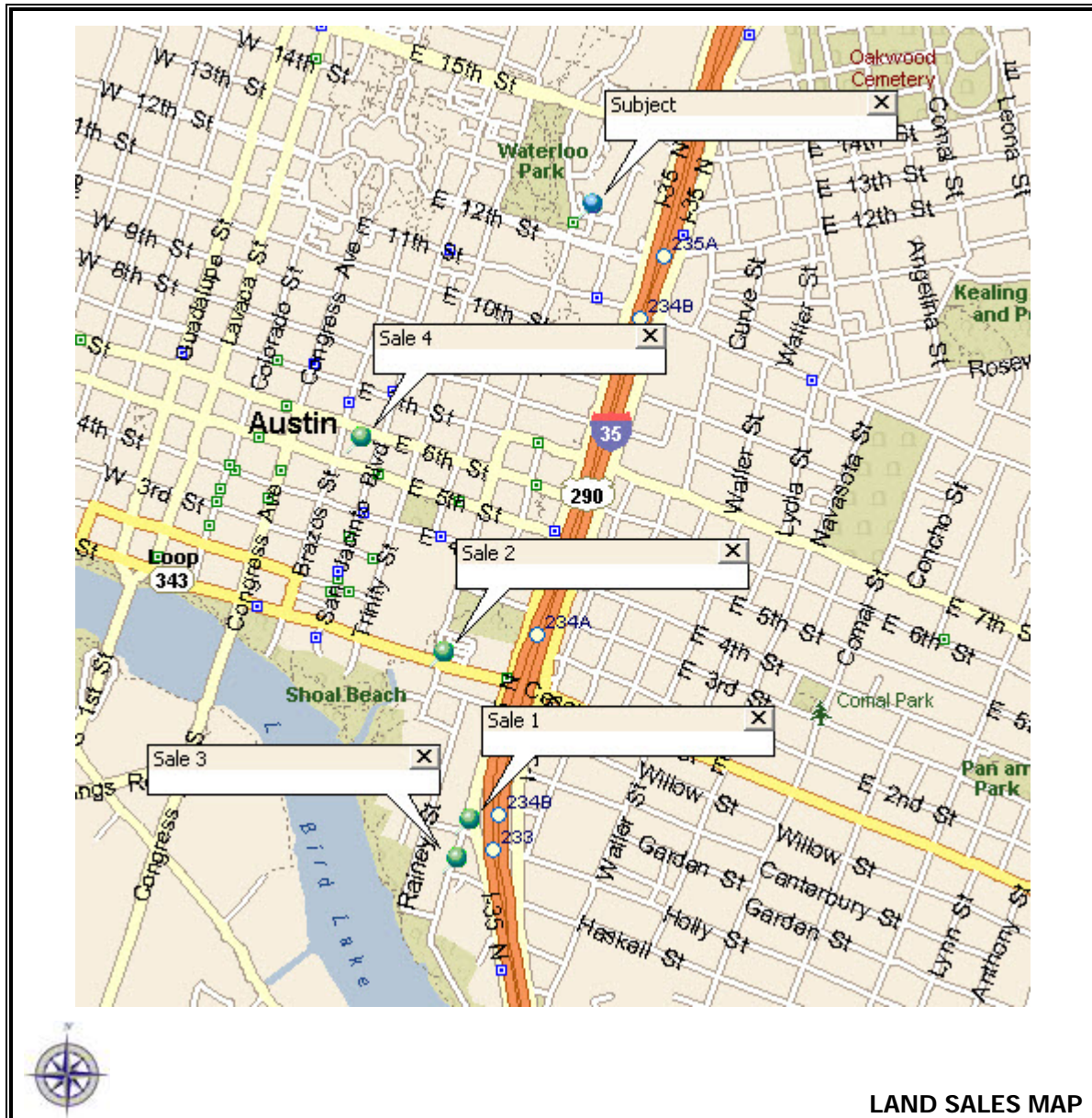
Because cost and market values are often closely related when properties are new, the Cost Approach is important in estimating the market value of new or relatively new construction. The approach is especially persuasive when land value is well supported and the improvements are new or suffer only minor depreciation and, therefore, approximate the ideal improvement that is highest and best use of the land as though vacant. It is also important when a lack of market activity limits the usefulness of the sales comparison approach or when a property is not amenable to valuation by the income capitalization approach.

Site Valuation

The Sales Comparison Approach is utilized to estimate the value of the site. In valuing property via this approach, land sales are gathered and the most comparable are used for comparison. Since properties are never identical, the comparable sales must be adjusted to the subject for differences in market conditions, location, and physical characteristics.

We researched the market area for sites that sold or were under contract. Our data search for comparables included investigating Travis County deed records, conversations with local brokers and property owners and a review of sales contained in our database. Detailed descriptions of the sales used to estimate the value of the property follow.

Site Valuation



Land Sale No. 1

**Property Identification**

Record ID 3151
Property Type Land
Property Name 50+56 East Avenue
Address 50+56 East Avenue, Austin, Travis County, Texas 78701
Location SWC of East Avenue and River Street
Tax ID 190874, 190880
Longitude, Latitude W-97.738507, N30.257108
MSA Austin-Round Rock-San Marcos

Sale Data

Grantor Austin-Travis County Mental Health Mental Retardation
Grantee WC 56 East Avenue, LLC
Sale Date February 24, 2015
Deed Book/Page 2015026718 (read July 2016)
Financing Cash to seller
Date of Inspection July 2016
Verification TCAD Support Sales Doc; Other sources: Capitol Mkt Research, Confirmed by CPH

Sale Price \$8,400,000
Cash Equivalent \$8,400,000
Adjusted Sale Price \$8,470,000 (adjusted for demolition cost)

Land Data

Zoning CBD
Topography Level
Utilities All available
Shape Rectangle

Land Sale No. 1 (Cont.)

Flood Info Not in the flood plain
Current/Intended Use Noncontributory improvements/high rise multi-family

Land Size Information

Gross Land Size 1.1198 Acres or 48,779 SF
Front Footage 128 ft River Street; 380 ft East Avenue; 380 ft Alley;

Indicators

Sale Price/Gross Acre \$7,501,340
Sale Price/Gross SF \$172.21
Adj Sale Price/Gross SF \$173.64 (Demolition cost at \$70,000)

Legal Description

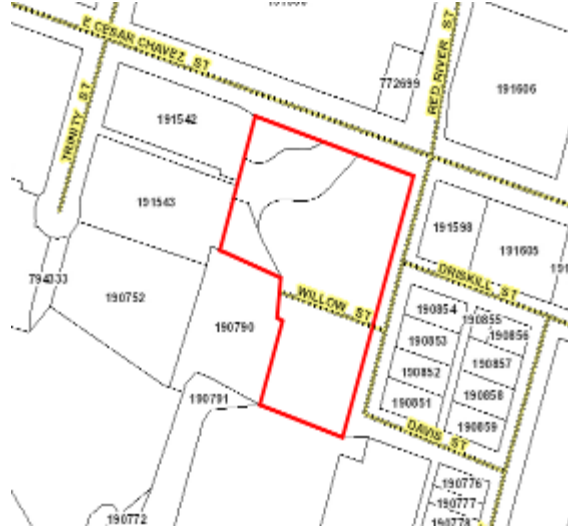
1.1198 acres, more or less, situated in Outlot(s) 73, Division E of the Government Outlots adjoining the Original City of Austin, Travis County, Texas

Remarks

Currently improved with the single-story building used by Austin Travis County MH-MR Center. The cost estimate per square foot to raze the current 14,000 square foot building is \$5.00 (\$70,000 total). Buyer World Class Capital Group plans to develop the site as a high-density project.

Development densities for parcels within the Rainey Street area are affected due to the waterfront overlay associated the Rainey Street area where building heights proximate to southern building lines and have partial height limitations of 60 to 120 feet depending upon development plans.

Land Sale No. 2

**Property Identification**

Record ID	3001
Property Type	Land, Office
Property Name	Waller Park Place Land
Address	92 Red River Street, Austin, Travis County, Texas 78701
Tax ID	190789
Longitude, Latitude	W-97.739650, N30.260590
MSA	Austin-Round Rock-San Marcos

Sale Data

Grantor	Perry Lorenz
Grantee	Waller Creek Land Company LLC
Sale Date	March 19, 2014
Deed Book/Page	2014038815 (read September 2104)
Property Rights	Fee Simple
Financing	Cash to Seller
Date of Inspection	September 2014
Verification	Professional sources, confidential; September 2014, Confirmed by DJE and CRS

Sale Price	\$28,611,000
Cash Equivalent	\$28,611,000

Land Data

Zoning	CBD-CURE
Topography	Generally level
Utilities	All to site
Shape	Rectangular
Flood Info	Not in a floodplain
Current/Intended Use	Noncontributory improvements/mixed use high rise

Land Sale No. 2 (Cont.)**Land Size Information**

Gross Land Size	2.904 Acres or 126,490 SF
Front Footage	Red River Street;

Indicators

Sale Price/Gross Acre	\$9,852,915
Sale Price/Gross SF	\$226.19

Legal Description

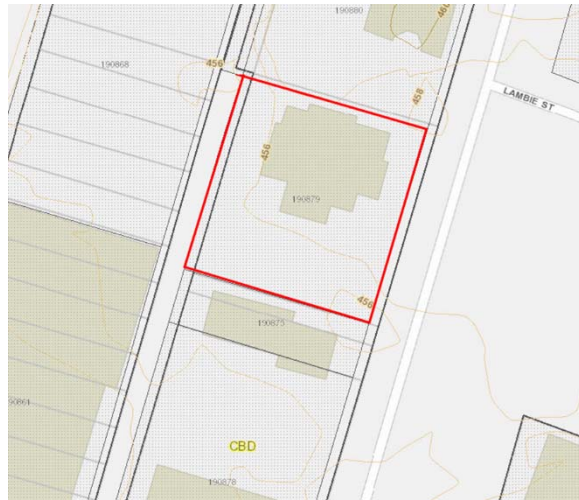
E 193 Ft of Lot 1-2 Block 4 OLT 72-73 Division E Driskill & Rainey Subdivision

Remarks

Intended to be developed as a mixed-use project to be called Waller Park Place. Planned improvements include three high-rise towers consisting of a 338,000 SF office building, a 497,040 SF (374 units) apartment building, and a 420,029 SF (150 hotel rooms / 200 condo units) hotel/condominium building.

Development densities for parcels within the Rainey Street area are affected due to the waterfront overlay associated the Rainey Street area where building heights proximate to southern building lines, Waller Creek, and the Town Lake Condominiums have partial height limitations of 60 to 120 feet depending upon development plans.

Land Sale No. 3

**Property Identification**

Record ID 3243
Address 48 East Avenue, Austin, Travis County, Texas 78701
Location West side East Avenue at Lambie Street
Tax ID 190879
Longitude, Latitude W-97.738842, N30.256474

Sale Data

Grantor 48 East Avenue Partnership
Grantee 48 East Ave LLC
Sale Date July 10, 2014
Deed Book/Page 2014101790 (read July 2016)
Financing Cash to Seller
Date of Inspection July 2016
Verification James Knight; Broker; 512-472-1800, July 06, 2016, Confirmed by MA

Sale Price \$2,850,000
Cash Equivalent \$2,850,000
Adjusted Sale Price \$2,912,930 (\$62,930 Demolition Cost)

Land Data

Zoning CBD
Topography Generally level
Utilities All to site
Shape Rectangular
Flood Info None Noted
Current/Intended Use High-rise mixed-use development

Land Sale No. 3 (Cont.)**Land Size Information**

Gross Land Size 0.4114 Acres or 17,920 SF
Front Footage East Avenue;

Indicators

Sale Price/Gross Acre \$6,927,790
Sale Price/Gross SF \$159.04
Adj. Sale Price/Gross SF \$162.55

Legal Description

Lot A, of ZOPPP Addition, a subdivision in Travis County, Texas according to the plat of record in V 65, P 56, Plat Records Travis County, Texas.

Remarks

In August 2015, the owners of the property submitted a site plan application (Case No. SP-2015-0349C) for a 31-story mixed-use development to be built on the 0.411 AC site. The proposed development includes 11,250 SF of Retail and 256,500 SF of Residential. The 267,750 SF equates to an FAR of 14.99:1. The site is improved with at 12,586 SF building, which has been estimated to cost \$5/SF for demolition. The sale is adjusted upward accordingly.

Development densities for parcels within the Rainey Street area are affected due to the waterfront overlay associated the Rainey Street area where building heights proximate to southern building lines and have partial height limitations of 60 to 120 feet depending upon development plans.

Land Sale No. 4

**Property Identification**

Record ID	2508
Property Type	Land, Commercial
Address	501 Brazos, 212 E 5th, 500 San Jacinto , Austin, Travis County, Texas 78701
Location	Northeast corner of Brazos and 5 th St.
Tax ID	194462, 194463, 194464
MSA	Austin-Round Rock-San Marcos
Market Type	Urban

Sale Data

Grantor	Walton Stacy Development Partners IV, LP
Grantee	6th and Congress Properties, LLC
Sale Date	April 22, 2013
Deed Book/Page	2013072118 (read December 2013)
Property Rights	Fee simple
Conditions of Sale	Typical
Financing	Cash to seller
Date of Inspection	December 2013)
Verification	HFF, Stream Realty via CBRE; December 03, 2013; Other sources: Deed, Confirmed by DJE

Sale Price	\$9,548,290
Cash Equivalent	\$9,548,290

Land Data

Zoning	Central Business District, CBD
Topography	Generally level
Utilities	All to site
Shape	Rectangular
Flood Info	Not in flood zone
Current/Intended Use	Noncontributory improvements/high rise mixed use

Land Sale No. 4 (Cont.)**Land Size Information**

Gross Land Size	0.811 Acres or 35,327 SF
Front Footage	276 ft Total Frontage: 128 ft Brazox; 276 ft East 5th; 128 ft San Jacinto

Indicators

Sale Price/Gross Acre	\$11,773,477
Sale Price/Gross SF	\$270.28
Sale Price/Front Foot	\$34,595

Legal Description

Lots 1-6, Block 057, Original City

Remarks

The site was acquired along with the BOA building at 5th and Congress. It has frontage on three streets and is comprised of a half city block. There is no flood plain and the site has no height restrictions. Former improvements, a drive-thru bank, required \$10,000 to demolish, which was added to the purchase price. The buyer intends to build a mixed-use development including a high-rise apartment, hotel, and retail spaces with structured parking.

The following table summarizes the transactions.

LAND SALES SUMMARY									
No.	Property Location	Transaction Type	Transaction Date	Zoning	Land Size (Acres)	Utilities	Intended Use	Sale Price	Price per SF
1	50+56 East Avenue	Sale	2/24/2015	CBD	1.1198	All available	High density project	\$8,470,000	\$173.64
2	SWC Red River and Cesar Chavez	Sale	3/19/2014	CBD	2.9040	All available	High rise dev. office, apts., hotel, condos	\$28,611,000	\$226.18
3	48 East Avenue	Sale	7/10/2014	CBD	0.4114	All available	High rise mixed-use, retail, res.	\$2,912,930	\$162.55
4	NEC Brazos and E. 5th St	Sale	4/22/2013	CBD	0.8110	All available	Mixed-use, apt., hotel, retail, parking	\$9,548,290	\$270.28
Subject	1215 Red River	---	---	P	1.382	All available	---	---	---

Compiled by Paul Hornsby and Co.

In analyzing and comparing the market data to the subject property, each comparable was adjusted for dissimilar characteristics. Adjustments were applied as follows:

Property Rights Conveyed

All transactions involved the fee simple estate. No other adjustments are necessary.

Financing Terms

All properties sold on a cash-to-seller basis, and no adjustments are necessary.

Conditions of Sale

All transactions reflected arm's length transactions, and no adjustments are warranted.

Market Conditions

The transactions occurred between April 2013 and February 2015. The Austin commercial market, including the downtown submarket, was improving when these sales transpired. Improvements included rising rents and occupancy, which resulted in increased sales prices. Research indicated that the rate of change was approximately 5% per year during the study period. Sales are adjusted accordingly.

Location/Access

The subject property is in the northeast sector of the CBD, adjacent to University Medical Center Brackenridge and one-fourth mile east of the State Capitol Complex. In addition, there is direct access from two streets. Office is the predominate nearby use. Substantial locational influence should be expected from the new Dell Medical School, the Dell Seton Hospital, and the redevelopment of the adjacent 13.4 acre Central Health Brackenridge Campus. Therefore, the subject's location is excellent for an office or medical related development with the possibility of ground floor retail. In addition, the subject's access from several streets and its proximity to IH 35 one block east create good access.

All of the comparables are located in the CBD and have suitable access. Sales 1 – 3 are located in the southeast sector where redevelopment has been intense over the last five years. They are rated similar and not adjusted. Sale 4 is located just northwest of Sales 1 – 3 and one block east of Congress Avenue. That location is rated superior to the subject due to its proximity to the Congress Avenue corridor through the CBD.

It is rated superior and adjusted downward.

Size

In most markets, an inverse relationship exists between site size and unit value, with smaller sites selling for more per square foot. The CBD sometimes differs in that larger tracts often have more utility and development potential and sell for more per square foot. Considering the size, shape, and development potential of the subject and the sales, Sales 1 and 2 are rated similar and not adjusted. Sales 3 and 4 are rated superior and adjusted downward.

Floodplain

Neither the subject nor the sales are impacted by flood plain. Therefore, adjustments are not applied.

Zoning/Entitlements

We have assumed that zoning can be changed from P to CBD based upon the distribution of such zoning and the change from CS-1 to CBD on the adjacent tract at the corner of Red River and 12th St. and our interview with Jorge Rousselin (City of Austin planner). However, the buyer would be required to bear the associated cost. On that basis, each sale is rated superior for that aspect of the subject zoning.

In addition the subject's potential development density is affected by the Capital View Corridor previously described herein. Analysis of the corridor indicates that there is a range in building-height limit that ranges from approximately 68 feet at the site's east side to 93 feet at the west side. The balance of the site along the corridor's north side is not affected.

The potential development densities of Sales 1 – 3 are affected due to the waterfront overlay associated with the Rainey Street area where building heights proximate to southern building lines, Waller Creek, and the Town Lake Condominiums are limited to 60 to 120 feet depending upon development plans. The potential development density for Sale 4 is not similarly affected. On the basis of these comparisons for this aspect of the subject's zoning/entitlement features, Sales 1 – 3 are rated superior due only to their lack of the need for rezoning and are adjusted downward. Sale 4 is rated superior due to the lack of an impact on development density due a Capital View Corridor or development overlays and the lack of the need to rezone. Therefore, Sale 4 is superior to the subject and adjusted downward.

Utilities

All utilities are available to the subject and each sale. Therefore, adjustments are not applied.

The following summarizes the adjustments.

ADJUSTMENT GRID					
	Subject	1	2	3	4
Transaction Type	---	Sale	Sale	Sale	Sale
Transaction Date	---	2/24/2015	3/19/2014	7/10/2014	4/22/2013
Zoning	P	CBD	CBD	CBD	CBD
Actual Sale Price	---	\$8,470,000	\$28,611,000	\$2,912,930	\$9,548,290
Size (acres)	1.382	1.1198	2.904	0.4114	0.811
Unit Price \$/SF		\$173.64	\$226.18	\$162.55	\$270.28
Property Rights		0%	0%	0%	0%
Terms of Sale/Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Market Conditions/Time		+7%	+12%	+10%	+16%
Adjusted \$/SF		\$185.79	\$253.32	\$178.80	\$313.52
Location/Access		0%	0%	0%	-15%
Physical Characteristics					
Size		0%	0%	-5%	-5%
Floodplain		0%	0%	0%	0%
Zoning/Entitlements		-5%	-5%	-5%	-10%
Utilities		0%	0%	0%	0%
Net Adjustments		-5%	-5%	-10%	-30%
Indicated Unit Value		\$176.50	\$240.65	\$160.92	\$219.46

Conclusion of Land Sales Analysis

The data were analyzed and adjusted, suggesting a unit value for the subject between \$160.92/SF and \$240.65/SF, with a mean and median of \$199.37/SF and \$197.97/SF, respectively. With reliance on the central tendency of data, a value of \$200.00/SF is reconciled.

±1.382 AC	(60,200 SF)	x \$200.00/SF	=	\$12,040,000
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Comments on Cost and Depreciation Factors

Replacement cost is defined as:

"The estimated cost to construct, at current prices as of the effective date of the appraisal, a building with utility equivalent to the building being appraised, using modern materials and current standards, design, and layout."

"Direct costs are expenditures for the labor and materials used in the construction of improvements."

"Indirect costs are expenditures or allowances for items other than labor and materials that are necessary for construction but are not typically part of the construction contract."

Calculator Cost Method

There are numerous methods for estimating replacement cost new. In this instance, we used the Marshall Valuation Service Manual. The estimates include all hard and some soft costs, but do not include entrepreneurial incentive. Anticipated entrepreneurial incentive is calculated in different forms by different developers. We estimated the incentive at 10% of total RCN and additional soft costs at 5% were input to the analysis. The following table summarizes our analysis of unit costs.

Type of Improvement	MVS Reference	Base Range	Current Cost Multiplier	Local Cost Multiplier	Soft Costs	Adjusted range	Reconciled Cost Estimate	Unit
Hospital Building	Section 15 Page 24	\$357.85 \$275.10	0.99	0.86	1.15	\$350.37 \$269.35	\$280.00	SF
Entrance Canopy	Section 15 Page 37	\$51.50 \$65.50	0.99	0.86	1.15	\$50.42 \$64.13	\$60.00	SF
Wet Sprinkler System	Section 15 Page 37	\$2.66 \$3.07	0.99	0.86	1.15	\$2.60 \$3.01	\$2.80	SF
Concrete Parking and Drives	Section 66 Page 1	\$4.05 \$6.65	0.97	0.86	1.15	\$3.89 \$6.38	\$5.00	SF
Concrete Curbing	Section 66 Page 1	\$14.26 \$21.90	0.97	0.86	1.15	\$13.68 \$21.01	\$15.00	LF
Concrete Walkways	Section 66 Page 1	\$3.72 \$5.86	0.97	0.86	1.15	\$3.57 \$5.62	\$5.00	SF
Landscaping	Section 66 Page 8	\$4.06 \$5.45	0.97	0.86	1.15	\$3.89 \$5.23	\$5.00	SF
Marquee Sign	*	\$27,810	1.00	1.00	1.15	NA	\$31,981.50	Each

Compiled by Paul Hornsby and Co.

*Replacement cost new was provided by CAS Signs, a local sign builder.

Accrued Depreciation

There are three types of accrued depreciation: 1) Physical deterioration—wear and tear from regular use and the impact of the elements (curable and incurable); 2) Functional obsolescence—a flaw in the structure, materials, or design that diminishes the function, utility, and value of the improvement; and 3) External obsolescence—a temporary or permanent impairment of the utility or salability of an improvement or property due to negative influences outside the property.

Curable Physical Deterioration

No significant items of deferred maintenance were observed or reported to us. Therefore, no deduction is made for this category of depreciation.

Incurable Physical Deterioration

The subject building was estimated to have an effective age of 22 years based upon our observations. A reported renovation occurred in 2010. Total economic life was estimated at 50 years. Incurable physical deterioration was calculated on a non-linear basis with the aid of the Marshall Valuation depreciation table for commercial properties (Section 97, Page 24). The following table indicates the replacement cost new and depreciated value of the improvements based upon incurable physical deterioration.

Estimated Cost Schedule HealthSouth Rehabilitation Hospital of Austin					
Improvement	No. of Units	\$/Unit	Cost	Dep. %	Depreciated Value
Hospital Building	87,744	\$280.00	\$24,568,320	20%	\$19,654,656
Entrance Canopy	2,277	\$60.00	\$136,620	20%	\$109,296
Wet Sprinkler System	85,999	\$2.80	\$240,797	20%	\$192,638
Concrete Parking and Drives	16,545	\$5.00	\$82,725	15%	\$70,316
Concrete Curbing	1,423	\$15.00	\$21,345	12%	\$18,784
Concrete Walkways	4,885	\$5.00	\$24,425	12%	\$21,494
Landscaping	14,000	\$5.00	\$70,000	8%	\$64,400
Marquee Sign	1	\$31,981.50	\$31,982	8%	\$29,377
Total Estimated Cost/Depreciated Value			\$25,176,214		\$20,160,961

Curable Functional Obsolescence

This form of obsolescence is indicated by the subject's dependence on hot and chilled water supplied by the central plant on the Central Health Brackenridge Campus and the uncertainty associated with timing of the termination of that service. The general redevelopment plan for the campus includes the continued operation of certain components of the campus, e.g., the Clinical Education Center, while others are demolished for Phase 1 of redevelopment beginning in 2017. Therefore, the central plant that supplies hot and chilled water to campus buildings and the subject will remain in operation during Phase 1 and until the balance of the campus buildings are demolished for Phase 2 redevelopment. The time frame for initiation of Phase 2 is undetermined, but the projected time frame for the campus build out is 15 to 25 years. Should the termination of the central plant occur prior that time frame, the subject would require substantial capital improvements related to providing heated and chilled water.

In order to account for this form of obsolescence we relied on the Marshall Valuation Service manual to estimate the cost to cure. The indicated range for replacement cost new (Section 15) for the general hospital property category ranges from \$24.25 to \$31.00/SF. We reconciled to a unit cost of \$30/SF and calculated this form of functional obsolescence at \$2,632,320 (87,744 SF x \$30/SF).

Incurable Functional Obsolescence

No items of incurable functional obsolescence were observed.

External Obsolescence

No economic obsolescence was observed.

Cost Approach Summary

The table below summarizes the market value estimate of the property via the Cost Approach:

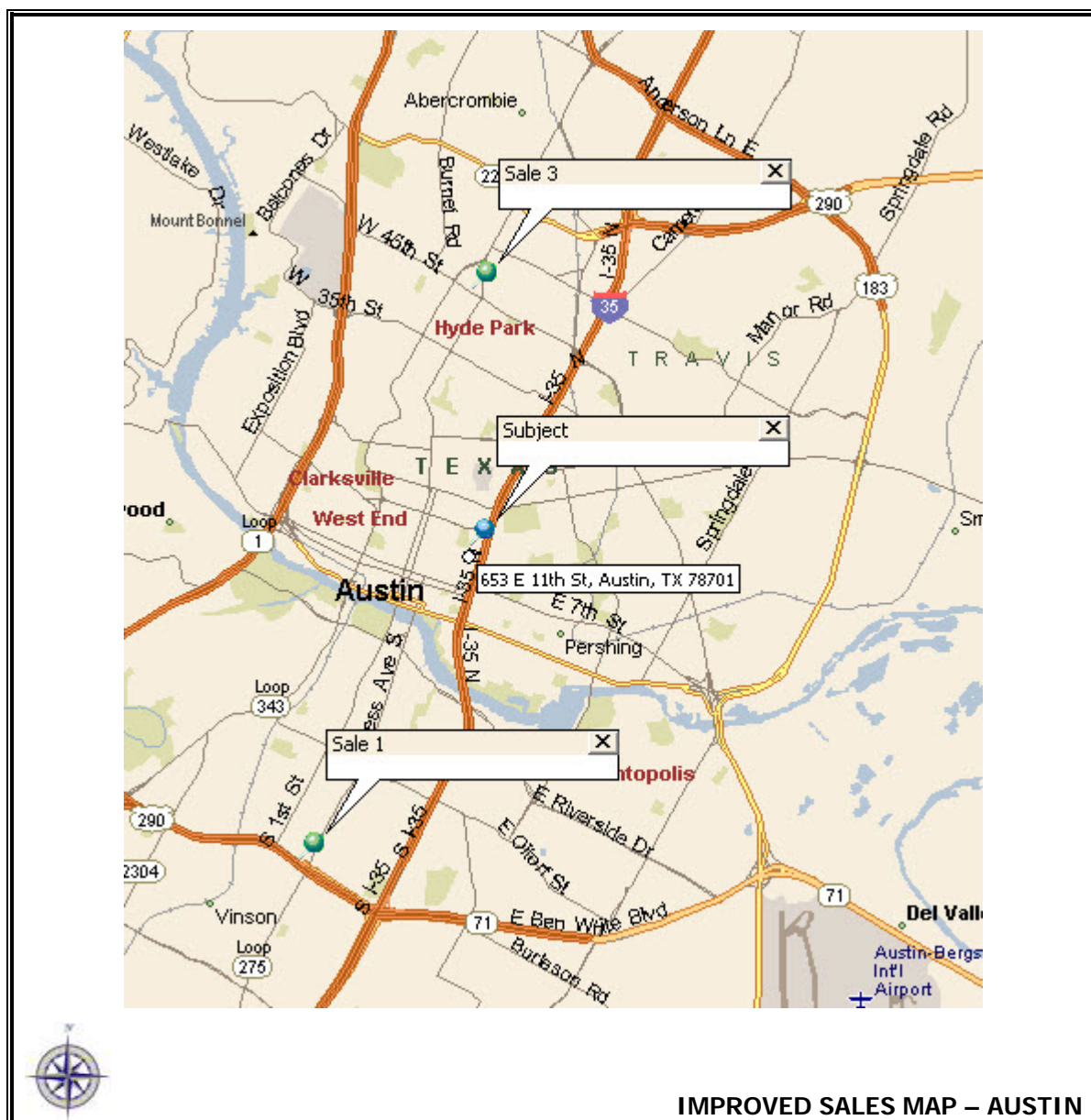
Cost Approach Summary		
Replacement Cost New:		\$25,176,214
Depreciation		
Physical Deterioration	\$5,015,253	
Physical Deterioration, Curable	0	
Physical Deterioration, Incurable	0	
Functional Obsolescence	\$2,632,320	
External Obsolescence	0	
Total Depreciation		\$7,647,573
Depreciated Value of Improvements:		\$17,528,641
Site Value:		\$12,040,000
Indicated Value Via The Cost Approach		\$29,568,641
Rounded		\$29,570,000

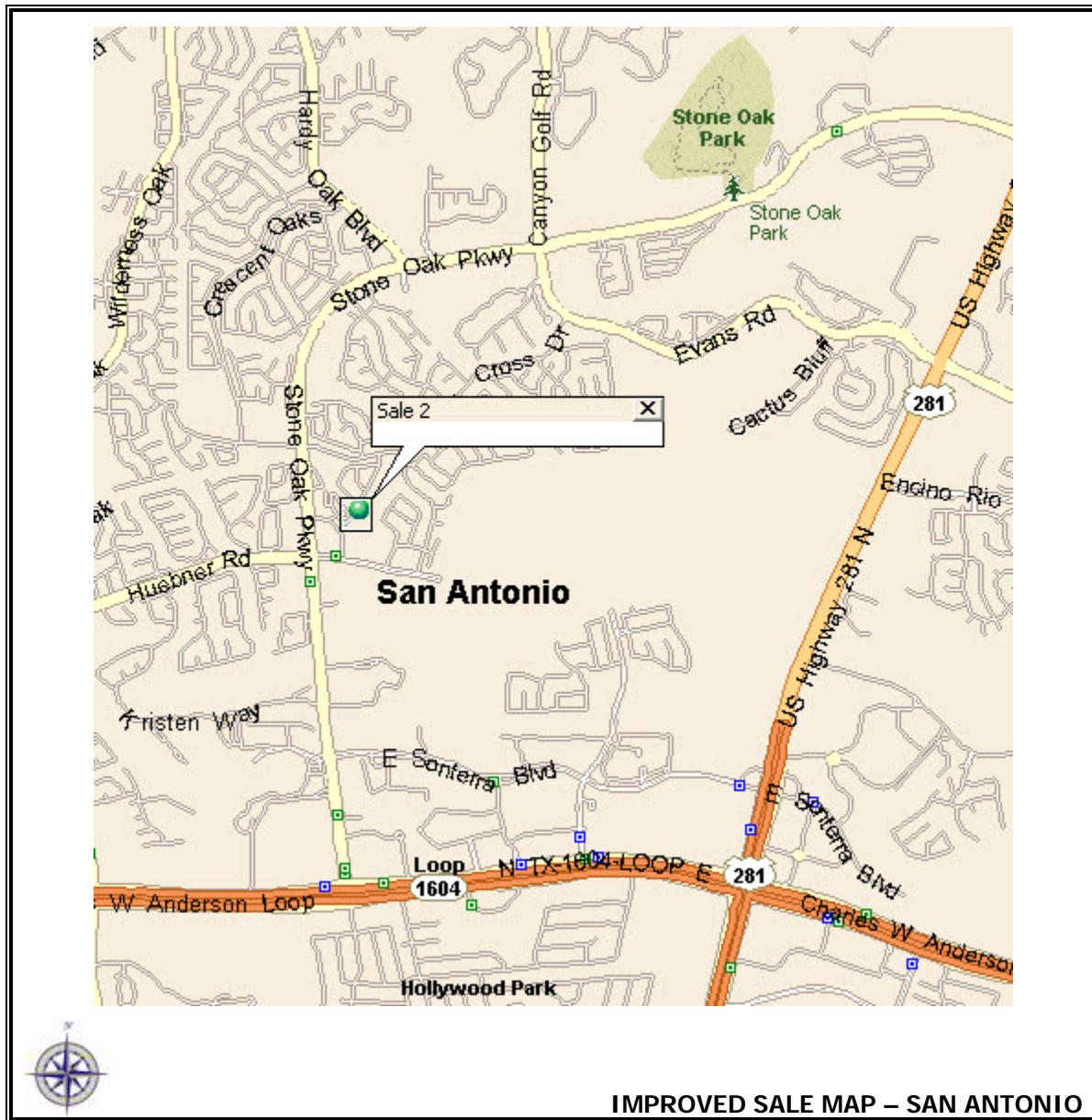
THE SALES COMPARISON APPROACH

Through this approach the subject's value can be estimated by directly analyzing the relevant characteristics of similar properties. This process results in a pattern of indicators from which the value of the subject property can be estimated.

We searched the market for properties sold or under contract that were similar to the subject property, primarily with respect to building type, size and licensed beds. Recent sales data on highly similar properties were not available. This situation appears to be related mainly to a substantial shift in the market for healthcare real estate investors that are more focused on medical office buildings and assisted living facilities.

However the data set used for this analysis is considered a reasonable reflection of the local market for independent rehabilitation hospitals. The following pages summarize the sales.







**IMPROVED SALE 1**

Name:	Reliant Rehabilitation Hospital – Austin
Location:	330 W. Ben White Blvd., Austin, Texas
Date of Sale:	December 20, 2012
Recording Data:	Document No. 2012217552
Legal Description:	Being a 4.108 acre (178,945 Sq. Ft.) tract of land out of and part of Block 8, of Fortview Subdivision, as recorded in Volume 2, Page 606, T.C.D.R., Travis County, Texas.
Property ID Number:	312658
Grantor:	330 Ben White, LP
Grantee:	HR Acquisition of San Antonio, Ltd.
Size:	60 beds
Consideration:	\$30,600,000
Terms:	Cash to seller
Price/Bed:	\$510,000
Gross Building Area:	66,095 SF
Price/SF-GBA:	\$462.97
NOI:	NA
OAR:	NA

Physical Description:	Two-story rehabilitation hospital built in 2012.
Comments:	<p>The property was purchased by a REIT. The facility is designed to provide a full range of inpatient and outpatient rehabilitation healthcare services. The hospital is located proximate to one of Austin's acute care hospitals, St. David's South Austin Medical Center, on the south side of Ben White Blvd.</p> <p>The property was purchased with a net lease in place to Reliant Rehabilitation Hospital. Therefore, property rights conveyed were leased fee.</p>
Inspection Date:	August 15, 2016
Confirmation:	Xceligent and Appraisal files
Deed Reviewed:	September 15, 2016; CRS

**IMPROVED SALE 2**

Name:	Global Rehabilitation Hospital – San Antonio
Location:	19126 Stonehue, San Antonio, Texas
Date of Sale:	November 22, 2011
Recording Data:	Document No. 20110215573
Legal Description:	Lot 7, Block 9, New City Block 19221, Global Stonehue Subdivision, City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 9601, Page 143, Deed and Plat Records of Bexar County, Texas.
Property ID Number:	1134670
Grantor:	GRSA IRF II, LP
Grantee:	ARHC GBSBATX001 (American Realty Capital Healthcare Trust, Inc.)
Size:	42 beds
Consideration:	\$16,526,000
Terms:	Cash to seller
Price/Bed:	\$393,476
Gross Building Area:	40,828 SF
Price/SF-GBA:	\$404.77
NOI:	\$1,483,000
OAR:	8.97%

Physical Description: Two-story rehabilitation hospital built in 2009.

Comments: The property was purchased by a REIT with one other rehabilitation hospital and a medical office building. The facility is designed to provide a full range of inpatient and outpatient rehabilitation healthcare services. The hospital is located just north of a hospital complex at Stone Oak Parkway and Madison Oak Drive, which includes the Baptist Health System North Central Baptist Hospital.

Property rights conveyed were leased fee. The existing net lease had a remaining term of 13.1 years and an annual rent of \$36.71/SF.

Inspection Date: September 16, 2012

Confirmation: SEC filings reviewed September 1 – 14, 2012; CRS

Deed Reviewed: September 1 – 14, 2012; CRS

**IMPROVED SALE 3**

Name:	Central Texas Rehabilitation Hospital
Location:	700 W 45 th St., Austin, Texas
Date of Sale:	December 26, 2012
Recording Data:	Document No. 2012218552
Legal Description:	Lot 1 and 2, Block A, Triangle Tract 2 Subdivision, a subdivision in Travis County, Texas, according to the map or plat thereof recorded under Document No. 201100056, Official Public Records, Travis County, Texas.
Property ID Number:	02-2305-0106
Grantor:	Prevarin Hospital Partners
Grantee:	Norvin Austin Rehabilitation, LLC
Size:	50 beds
Consideration:	\$32,900,000
Terms:	Cash to seller
Price/Bed:	\$658,000
Gross Building Area:	59,000 SF
Price/SF-GBA:	\$557.62
NOI:	NA
OAR:	NA

Physical Description:	Three-story rehabilitation hospital built in 2012.
Comments:	<p>The property was purchased by a private investment group. The facility is designed to provide a full range of inpatient and outpatient rehabilitation healthcare services. It is located just east of one of Austin's acute care hospitals, Seton Medical Center Austin.</p> <p>Property rights conveyed were leased fee. Terms of the existing net lease were not available.</p>
Inspection Date:	August 15, 2016
Confirmation:	Xceligent and appraisal files; CRS
Deed Reviewed:	September 15, 2016; CRS

**IMPROVED SALE 4**

Name:	Reliant Rehabilitation Hospital – Mid Cities
Location:	2304 State Highway 121, Bedford, Texas
Date of Sale:	October 26, 2011
Recording Data:	Document No. D211267546
Legal Description:	Being all of Lot 1, Block 1 of Reliant Rehab Hospital Addition recorded in Clerk File No. D209163400 of the Map Records of Tarrant County, Texas.
Property ID Number:	13607499
Grantor:	Bedford Hospital Partners, LP
Grantee:	ARC RRBDFTX001, LLC (American Realty Hospital Trust, Inc.)
Size:	60 beds
Consideration:	\$32,300,000
Terms:	Cash to seller
Price/Bed:	\$538,333
Gross Building Area:	65,141 SF
Price/SF-GBA:	\$495.85
NOI:	\$3,322,000
OAR:	10.28%

Physical Description:	Three-story rehabilitation hospital built in 2010.
Comments:	<p>The property was purchased by a REIT. The facility is designed to provide a full range of inpatient and outpatient rehabilitation healthcare services. The hospital is located just northeast of a hospital complex at Hospital Parkway and State Highway 121, which includes the Texas Health & Harris Methodist Hospital.</p> <p>Property rights conveyed were leased fee. The existing net lease had a remaining term of 18.9 years. Annual rent was not available.</p>
Inspection Date:	September 15, 2012
Confirmation:	SEC filings reviewed September 1 – 14, 2012; CRS
Deed Reviewed:	September 1 – 14, 2012; CRS

Valuation Analysis

The following table summarizes the sales.

IMPROVED SALES SUMMARY									
Transaction				Size		YOC	Sale Price	Price/Bed	Price/SF-GBA
No.	Hospital Name	Type	Date	Beds	(SF-GBA)				
1	Reliant Rehabilitation Hospital – Austin	Sale	12/20/2012	60	66,095	2012	\$30,600,000	\$510,000	\$462.97
2	Global Rehabilitation Hospital - San Antonio	Sale	11/22/2011	42	40,828	2009	\$16,526,000	\$393,476	\$404.77
3	Central Texas Rehabilitation Hospital - Austin	Sale	12/26/2012	50	59,000	2012	\$32,900,000	\$658,000	\$557.63
4	Reliant Rehabilitaiton Hospital - Mid Cities	Sale	10/26/2011	60	65,141	2010	\$32,300,000	\$538,333	\$495.85
Subject	HealthSouth Rehabilitation Hospital Of Austin	---	---	83	87,744	1990	---	---	---

Compiled by Paul Hornsby and Co.

Our comparison of the sales to the subject indicated adjustments for property rights, location and age/condition.

Property Rights

The purpose of this portion of the appraisal is to estimate the value of the subject's fee simple interest. However, each sale included the conveyance of leased fee estate. To develop an adjustment for property rights, specific information on the income structure and leasing conditions of the sale property is typically needed in order to identify any differences between contract rent and market rent. That information is not generally available for this property type. Even though lower investment risks are indicated due the sales' stabilized conditions with existing long-term leases, significant differences between market and contract rents are not indicated. Therefore, each sale was rated similar to the subject and not adjusted.

Financing Terms

All properties sold on a cash-to-seller basis, and no adjustments are necessary.

Conditions of Sale/Financing

Each sale was an arms-length transaction and none were reported to have occurred under duress. In addition, each sale was conveyed on a cash-to-seller basis or considered to be cash-equivalent. Therefore, adjustments for conditions of sale and financing were not applied.

Market Conditions

The transactions occurred between October 26, 2011 and December 29, 2012. The sales data do not indicate material change in market conditions for the subject's property type during the period of the sales and to the effective date. A comparison of change in net patient revenue for the subject and the revenue comparables used in the Income Approach indicates little, if any, clear trend in income potential. The subject indicates a net decline, two comparables indicate little difference, and two comparables indicate net increases. Therefore, change in market conditions is not indicated, and adjustments are not applied.

Location

There is little variation among the sales with respect to location. All are in relatively high demand areas for rehabilitation healthcare services due to their proximity to major acute care hospitals. However, the subject's location adjacent to Central Health Brackenridge Campus creates a certain level of uncertainty regarding the potential impact of the redevelopment of the campus on the subject. Therefore, each sale is rated superior to the subject and adjusted downward.

Age/Condition

The comparables were built between 2009 and 2012 and the subject was built in 1990. Periodic renovations to the subject have occurred since 1990, and the leasehold owner reports a 1.82 million partial renovation in 2010. Recognizing primarily incurable physical deterioration in the sales when compared to the subject, they are rated superior and adjusted downward.

Conclusion of Improved Sales Analysis

The adjustment process is summarized in the following adjustment grid.

ADJUSTMENT GRID					
	Subject	1	2	3	4
Transaction Type	---	Sale	Sale	Sale	Sale
Transaction Date	---	12/20/2012	11/22/2011	12/26/2012	10/26/2011
YOC	1990	2012	2009	2012	2010
Sale Price	---	\$30,600,000	\$16,526,000	\$32,900,000	\$32,300,000
Sale Price/Bed	---	\$510,000	\$393,476	\$658,000	\$538,333
SF-GBA	87,744	66,095	40,828	59,000	65,141
Unit Price	\$/SF-GBA	\$462.97	\$404.77	\$557.63	\$495.85
Property Rights		0%	0%	0%	0%
Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Market Conditions/Time		0%	0%	0%	0%
Adjusted Unit Price		\$462.97	\$404.77	\$557.63	\$495.85
Location		-5%	-5%	-5%	-5%
Age/Condition		-20%	-18%	-20%	-18%
Other Characteristics		0%	0%	0%	0%
Net Adjustment		-25%	-23%	-25%	-23%
Indicated Unit Value		\$347.23	\$311.66	\$418.22	\$381.80

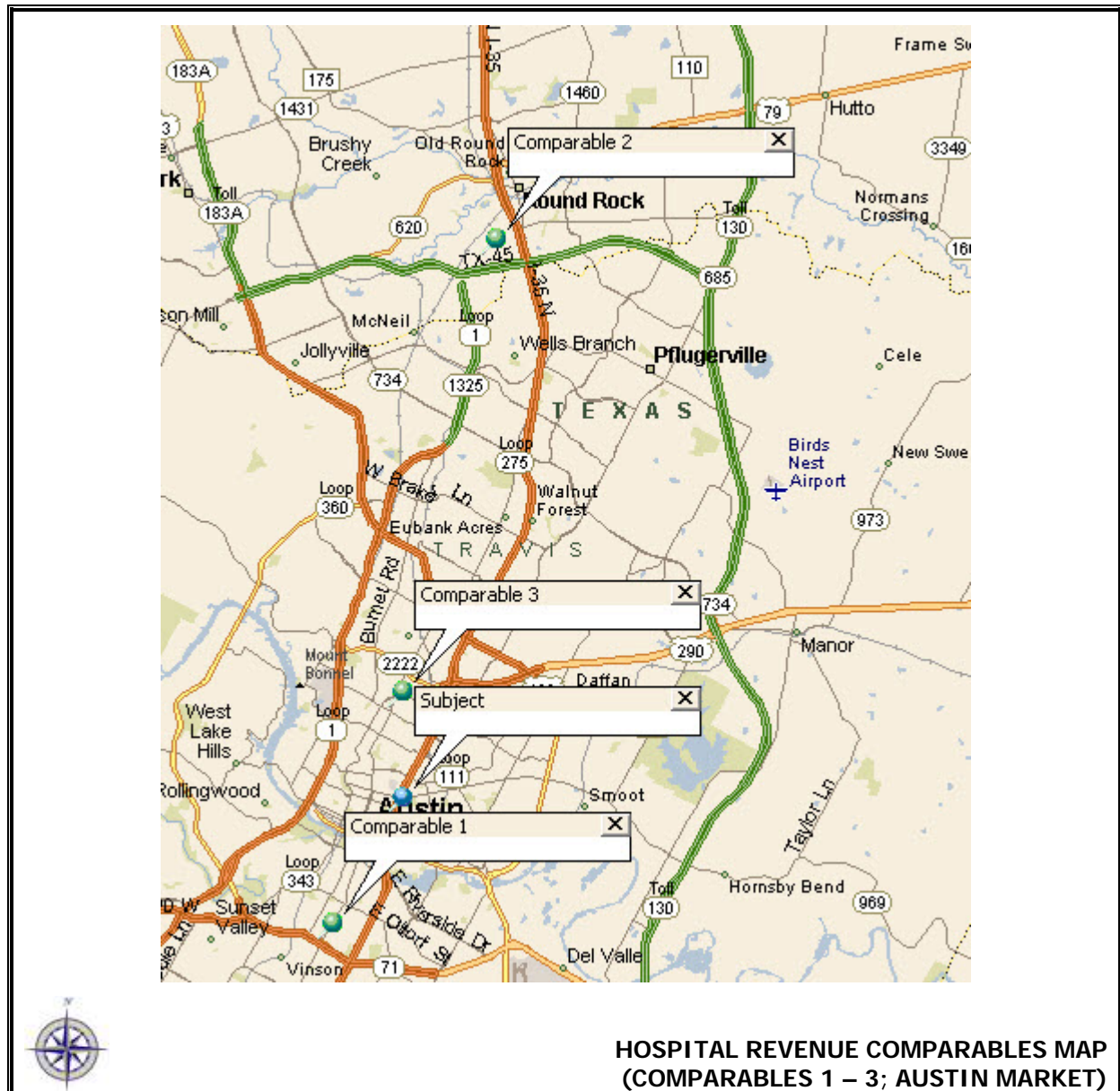
The value range indicated by the adjustment process is \$311.66 to \$418.22 /SF-GBA. The central tendency of the data is indicated by the mean and median at \$364.73/SF-GBA and \$364.52/SF-GBA, respectively. Recognizing the central tendency of the data, a unit value of \$365/SF GBA is indicated for the subject, and the calculation to estimate market value, as of August 18, 2016, is as follows:

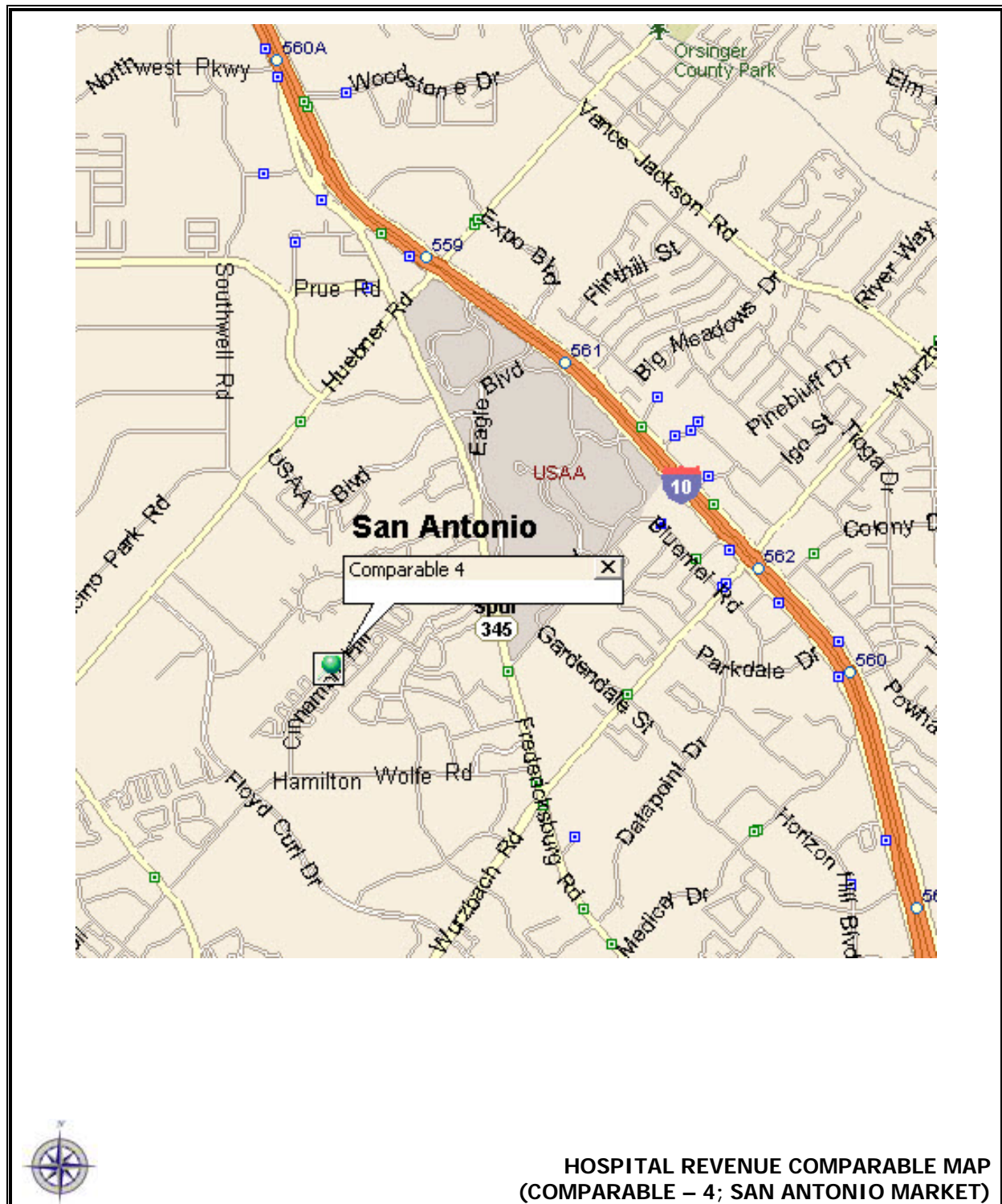
SF-GBA		\$/SF-GBA		Market Value
87,744	x	\$365	=	\$32,026,560
		Rounded		\$32,030,000

THE INCOME CAPITALIZATION APPROACH

There are two primary capitalization techniques that are used for analyzing income property, direct capitalization and yield capitalization. Direct Capitalization is based upon converting a single year's net operating income into value by dividing it by an appropriate capitalization rate. Yield capitalization is based upon converting a series of cash flows over time into value by multiplying the net operating income stream, including any reversion income, by discount factors derived from an appropriate yield rate.

In this instance, direct capitalization was used to value the subject property. The following pages summarize the comparables used in this analysis.





HOSPITAL REVENUE COMPARABLE 1

Name:	HealthSouth Rehabilitation Hospital of South Austin
Address:	330 West Ben White Blvd., Austin, Texas 78704
Assessor's Property ID No.:	312658
Hospital Type:	Rehabilitation
Number of Beds:	60
Gross Building Area:	66,095 SF
Year of Construction:	2012
Condition:	Good
Quality:	Good
Discharges:	521
Average Length Of Stay (ALOS)	10.8 Days
Patient Days	5,618
Average Daily Census (ADC):	15.4
Occupancy:	25.7%
Net Revenue/Discharge Day	\$1,575.78
Net Operating Expense/Discharge Day	\$1,007.72
Comments:	The facility is designed to provide a full range of inpatient and outpatient rehabilitation healthcare services. It is located on Ben White Blvd. proximate to St. David's South Austin Medical Center, an acute care hospital.
Confirmation:	Review of adh.com 2016 report for the 12/31/2015 reporting period

HOSPITAL REVENUE COMPARABLE 2

Name:	HealthSouth Rehabilitation Hospital of Round Rock
Address:	1400 Hesters Crossing, Round Rock, TX 78681
Assessor's Property ID No.:	R487465
Hospital Type:	Rehabilitation
Number of Beds:	50
Gross Building Area:	72,794 SF
Year of Construction:	2007
Condition:	Good
Quality:	Good
Discharges:	1,245
Patient Days	14,519
Average Length Of Stay (ALOS)	11.7 days
Average Daily Census (ADC):	39.8
Occupancy:	79.6%
Net Revenue/Discharge Day	\$1,671.44
Net Operating Expense/Discharge Day	\$1,203.34
Comments:	The facility is designed to provide a full range of inpatient and outpatient rehabilitation healthcare services. It is located just southeast of St. David's Round Rock Medical Center
Confirmation:	Review of adh.com 2016 report for the 12/31/2015 reporting period

HOSPITAL REVENUE COMPARABLE 3

Name:	Central Texas Rehabilitation Hospital
Address:	700 W. 45st St., Austin, Texas 78751
Assessor's Property ID No.:	808630
Hospital Type:	Rehabilitation
Number of Beds:	50
Gross Building Area:	59,000 SF
Year of Construction:	2012
Condition:	Good
Quality:	Good
Discharges:	1005
Patient Days	13,985
Average Length Of Stay (ALOS)	13.9 days
Average Daily Census (ADC):	38.3
Occupancy:	76.6%
Net Revenue/Discharge Day	\$1,352.44
Net Operating Expense/Discharge Day	\$1,259.44
Comments:	The facility is designed to provide a full range of inpatient and outpatient rehabilitation healthcare services. It is located just northeast of Seton Austin Medical Center and just east of Austin Heart Hospital.
Confirmation:	Review of adh.com 2016 report for the 12/31/2015 reporting period

HOSPITAL REVENUE COMPARABLE 4

Name:	HealthSouth Rehabilitation Institute Of San Antonio
Address:	9119 Cinnamon Hill, San Antonio, TX 78240
Assessor's Property ID No.:	645747
Hospital Type:	Rehabilitation
Number of Beds:	96
Gross Building Area:	97,298 SF
Year of Construction:	1988
Condition:	Average
Quality:	Good
Discharges:	1,147
Patient Days	20,452
Average Length Of Stay (ALOS)	17.8 days
Average Daily Census (ADC):	56.0
Occupancy:	58.3%
Net Revenue/Discharge Day	\$1,132.31
Net Operating Expense/Discharge Day	\$1,032.08
Comments:	The facility is designed to provide a full range of inpatient and outpatient rehabilitation healthcare services. It is located just north of the University of Texas Health Science Center, Methodist Hospital, Audie Murphy Memorial Veterans Hospital, and University Hospital.
Confirmation:	Review of adh.com 2016 report for the 5/31/2015 reporting period

INCOME CAPITALIZATION APPROACH

Rehabilitation hospitals are exchanged in the open market primarily between developers, hospital operating companies and real estate investment trusts. Acquisitions are typically purchases of leased-fee estate where the remaining years on net leases typically exceed ten years. However, there is insufficient lease data reported in association with the sales to reliably indicate net operating income for the subject. In the alternative, we estimated net operating income to the real estate by deducting returns for the hospital's business (intangibles) and personal property (FF&E). Therefore, this analysis begins with an estimation of the subject's operating revenue.

Operating Revenue

The following table summarizes comparables and the subject's data used for this analysis.

HOSPITAL REVENUE COMPARABLES SUMMARY											
No.	Property Name	Beds	YOC	Condition	Bldg Size (SF)	Discharges	Average Length Of Stay	Average Daily Census	Occupancy	Net Revenue/ Discharge Day	Net Operating Expense/ Discharge Day
1	HealthSouth Rehabilitation - Austin	60	2012	Good	66,095	521	10.8	15.4	25.7%	\$1,576	\$1,008
2	HealthSouth Rehabilitation - Round Rock	50	2007	Good	72,794	1,245	11.7	39.8	79.6%	\$1,671	\$1,203
3	Central Texas Rehabilitation Hospital	50	2012	Good	59,000	1,005	13.9	38.3	76.6%	\$1,352	\$1,259
4	HealthSouth Rehabilitation Institute Of San Antonio	96	1988	Average	97,298	1,147	17.8	56.0	58.3%	\$1,132	\$1,032
Subject	HealthSouth Rehabilitation Hospital Of Austin	83	1990	Average	87,744	841	13.9	32.1	38.6%	\$1,548	\$1,366

Compiled by Paul Hornsby and Co.

We relied upon data published by American Hospital Directory (ahd.com) for the subject and the comparables for this analysis. Copies of income and expense reports were requested from HealthSouth to aid with this analysis, but the request was declined. The American Hospital Directory's latest reporting period for the subject and the comparables is 2015. Therefore, future projections are based upon indicated historical trends in the data.

Operating revenues are based upon patient revenue, inpatient and non-patient. The latter is typically less than one percent of net patient revenue for the subject and the comparables. Total patient revenue is reported at levels substantially higher than net revenues due to deductions contractually agreed upon between the hospital and the payer for the services, mainly Medicare and Medicaid.

Each comparable has reasonable proximity to an acute care hospital. In addition, the subject falls within the range of the comparables with respect to average length of stay, average daily census, occupancy, and net revenue per discharge day. Net operating expense per discharge day is approximately 8.5% above the range.

The subject's net patient revenue increased approximately 13.7% for the period 2013 – 2015, which indicates an improving trend. Therefore, we projected net operating revenue per discharge day at \$1,550, which is similar to the reported rate for the 2015 period.

The subject's total discharges for the 2015 reporting period were 841, which is within the lower half of the comparables range at 521 to 1,245. Recognizing the market indications, we projected the subject's annual discharges at 1,100, which is just above the comparables' median at 1,076.

The subject's average length of stay (ALOS) was reported at 13.9 days. That rate falls within the upper half of the comparables' range and just above the mean. We projected the average length of stay at 14.0 days.

On that basis of those forecasts, net operating revenue was calculated as follows.

Annual Discharges	1,100
Average Length of Stay	14.0
Discharge Days	15,400
Net Operating Revenue/Discharge Day	\$1,550
Net Operating Revenue	\$23,870,000

Operating Expenses

Total operating expenses are inclusive of the cost of providing patient care and the cost of operating the real estate. Cost centers include inpatient routine service costs, ancillary service costs, outpatient service costs, and general service costs. The latter include salaries, employee benefits, administrative and general, maintenance and repairs, plant operation, laundry and linen service, housekeeping, dietary, cafeteria, nursing administration, central services and supply, pharmacy, medical records, social service and other general.

The subject's reported net operating expense per discharge day at \$1,366 is above the range indicated by the comparables. We do not have actual owner records for the subject to identify the basis for the higher expense. However, we are estimating market value of the subject's fee simple interest, which reflects market data. Therefore, we reconciled net operating expense per discharge day at \$1,250, which falls within the upper half of the comparable's range.

On that basis, net operating expenses were calculated as follows.

Annual Discharges	1,100
Average Length of Stay	14.0
Discharge Days	15,400
Net Operating Expenses/Discharge Day	\$1,250
Net Operating Expenses	\$19,250,000

Management

In order to estimate net income attributed to the hospital's real property, income attributed to business enterprise value and personal property must be deducted from the subject's net income stream. Our review of Becker's Hospital Review survey data indicates management fees to range primarily between 0.5% and 2% of net patient revenue. We reconciled a 1.75% management fee for this analysis.

Return To FF&E

An annual deduction from net income attributed to return on and of FF&E was estimated at 20% of FF&E replacement cost new (RCN). FF&E RCN was estimated at \$3,948,480 (\$45/SF x 87,744 SF GBA). The \$45/SF unit cost is based upon Marshall Valuation Service manual. Therefore, an annual deduction of \$789,696 (\$3,948,480 x 20%) was input to the analysis.

Net Operating Income

Stabilized net operating income based upon the above analyses was estimated as follows.

Net Income Schedule		
Net Operating Revenue		\$23,870,000
Less: Net Operating Expenses		<u>\$19,250,000</u>
Net Income		\$4,620,000
Less Management Fees	1.75%	\$417,725
Less: Income to FF&E		<u>\$789,696</u>
Net Operating Income		<u>\$3,412,579</u>

Direct Capitalization Rate Development

Market Extraction Technique

The preferred method to estimate capitalization rates is by extraction from sales. Capitalization rates were reported for only two the sales included in the Sales Comparison Approach as follows:

CAPITALIZATION RATE SUMMARY		
Sale	Hospital Name	OAR
1	Reliant Rehabilitation Hospital - Austin	NA
2	Global Rehabilitation Hospital - San Antonio	8.97%
3	Central Texas Rehabilitation Hospital - Austin	NA
4	Reliant Rehabilitation Hospital - Mid Cities	10.28%

The sales indicate an overall rate range from 8.97% to 10.28%. Our comparison of the sales to the subject indicated lower investment risks for the comparables than the subject due the uncertainties associated with the redevelopment of the Brackenridge campus.

Survey Technique

We relied on published survey data provided by *RealtyRates.com 2nd Quarter 2016* as part of our basis for reconciling an appropriate overall rate by this method. The following table summarizes the data.

Capitalization Rate Surveys		
Health Care Facilities	Overall Rate	
	Range	Average
All Types	4.48% - 16.5%	9.02%

The survey data reflect a broader range than the extracted rates. However, the range includes properties with very low and very high levels of investment risks.

The subject's indicated investment risk would be similar to the comparable sales absent the uncertainties associated with the redevelopment of the Central Health Brackenridge Campus. Should the termination of the central plant occur prior that time frame, the subject would require substantial capital improvements related to providing heated and chilled water.

In order to account for that added risk, we selected an overall rate above the range indicated by the sales, but within range indicated by the survey data. Therefore, we reconciled a 10% overall rate.

Income Capitalization Approach Summary

The reconciled capitalization rate is applied to net operating income to estimate the market value of the subject property. On this basis, the market value of the subject property, via the Income Capitalization Approach, is estimated as follows:

Income Capitalization Approach		
\$3,412,579	÷ 10.00% =	\$34,125,788
	Rounded	\$34,120,000

RECONCILIATION OF VALUES

Based upon the preceding analyses, the indications of value by each approach are:

VALUE INDICATORS	
<u>APPROACH</u>	<u>MARKET VALUE</u>
Cost Approach	\$29,570,000
Sales Comparison Approach	\$32,030,000
Income Capitalization Approach	\$34,120,000

The Cost Approach was based upon reasonable unit costs taken from the Marshall Valuation Service cost manual. The unit costs were adjusted to include entrepreneurial incentive (developer profit) and other soft costs. The subject was depreciated for incurable physical depreciation and curable functional obsolescence, and the contributory value of land was included to estimate value by this approach. This approach indicates a reasonable value indication and is supportive of the other approaches. However, the difficulty in estimating depreciation due to the age of the improvements somewhat weakens this approach.

The Sales Comparison Approach often provides an advantage over the other approaches, because it more closely reflects the actions of buyers and sellers in the marketplace. We found sales of reasonably similar properties and compared them to the subject. Our search included sales in the Texas market for rehabilitation hospitals, and the quality of the data was reasonable for the analysis. However, recent sales from the local market were not available, which appears to reflect a national shift in the healthcare real estate market more to medical office buildings and assisted living facilities. Regardless of the limited quantity of the data, this approach provides a reasonable value opinion.

The Income Capitalization Approach is the primary method used by investors when purchasing income-producing properties similar to the subject, and it is given similar weight in the reconciliation process to the Sales Comparison Approach due to the quality and quantity of available market data. On that basis, the following sets forth our opinion of market value of the fee simple interest in the subject property, as of August 18, 2016.

THIRTY-THREE MILLION DOLLARS

\$33,000,000

LEASED FEE ESTATE

The subject is encumbered by a ground lease that was executed August 10, 1988 and commenced March 1, 1989 (See Addenda: Lease Summary). The initial term was 15 years ending December 31, 2004. The lease provides for 12 five-year options to extend the term. Exercising all options would extend the lessee's hold on the property to December 31, 2064. HeathSouth has exercised option rights such that the end of the current option period is December 31, 2019 (three years and four months).

Annual rent for the first year of the initial lease term was \$200,000. The lease requires monthly payments in advance and an annual adjustment tied to the CPI Index for All Items For Urban Wage Earners And Clerical Workers, US Average; 1982 – 1984 = 100 (Bureau Of Labor Statistics Of US Department of Labor). The monthly rent as of the effective date is reported by the City of Austin to be \$31,539.72.

The lease is described as absolute net, such that HealthSouth pays all real estate expenses. In addition, the landlord may purchase the hospital at the end of the term or sooner if the tenant fails to extend the term or the lease is terminated for default. The termination value is defined as book value on the date of termination.

The leased fee estate for a ground lease is based upon the present value of future receipts of net operating income and the reversion of the property at the end of the projected lease period. While the landlord did not have an interest in the leasehold improvements as of the effective date, the lease provides for the landlord to purchase them at the remaining book value at the termination of the lease. We have assumed that the landlord would not exercise that option and the property would be returned to the landlord without the building improvements. This assumption is based on the changing trends in design and functionality of rehabilitation hospitals and little remaining economic life at the reversion date. The lease stipulates that in the event that the landlord declines to purchase the improvements at the termination of the lease, the lessee shall deliver the property absent the improvements.

While the subject lease can be extended until December 31, 2064, approximately 47 years and 4 months, the remaining economic life of the improvements would most likely not motivate the lessee to extend all options to reach that date. Therefore, we projected a remaining term of 24 years and 4 months, which is December 31, 2040. At that point, the building's actual age would be 50 years, the maximum useful life indicated by the Marshall Valuation Service manual for the subject's building type. Even if the landlord did exercise this purchase option, book value and market value would be expected to be similar, such that no advantage or disadvantage exists.

ASSUMPTIONS TO THE DCF ANALYSIS:**Monthly Net Income Receipts**

The ground lease is an absolute net lease, where expenses are forecasted as minimal and related mainly to limited administration, legal and accounting. Therefore, scheduled monthly rent payments are reduced by 2% to estimate net operating income.

Contract monthly rent payments for the four months in 2012 are \$31,539.72. The lease requires annual adjustments based upon the CPI Index. The increase in the Index from 2013 to 2014 was 1.7%, and from 2014 to 2015, 1.8%. Recognizing the projected remaining term, we reconciled an annual change rate of 1.8%.

Land Reversion

High current demand in the CBD and central Austin suggests upward pressure on land value over the next five to seven years. Assuming the typical downward business cycle to occur for several years thereafter, any increases occurring during the first 5 – 7 years will be partly offset. Therefore, we projected an annual rate of increase in land value of 2.0%. On that basis, we projected the future value of the subject site at

approximately \$19,495,002 (\$12,040,000 x 1.608437, FV \$1, 24-yrs, X 1.006683, FV \$1, 4-mos.).

Discount Rate

An appropriate discount rate should reflect a reasonable range of investment risks which recognizes the property type and projected trends in the market. We relied upon the 2016 3rd Quarter PWC Real Estate Investor Survey regarding the National Medical Office Buildings Market as the most reasonable similarity to the subject property. The reported range was 5.5% to 11%, and the average was 8.04%. Giving recognition to the substantial changes in Austin's CBD, upward pressure for redevelopment projects, and a reasonably level of uncertainty in the health care real estate market, a rate above the average at 10% was reconciled for this analysis. Based upon the above inputs, market value of the leased fee estate was estimated as follows.

Discounted Cash Flow Analysis (Leased Fee Estate)

Discounted Cash Flow Analysis (Leased Fee Estate)												
		Period	Year	Months	Contract Rent	NOI ¹	PV \$1/P ²	PV \$1-4 mos. ³	PV of \$1 ⁴	PV Factor	Present Value	
Assumptions:		1	2016	4	\$31,539.72	\$30,908.93	3.950685	0.96735	1.000000	3.821695	\$118,124	
		2	2017	12	\$32,170.51	\$31,527.10	11.469292	0.96735	0.905212	10.043164	\$316,632	
		3	2018	12	\$32,813.92	\$32,157.65	11.469292	0.96735	0.819410	9.091206	\$292,352	
	Initial Contract Rent/Month	\$31,539.72	3	2019	12	\$33,470.20	\$32,800.80	11.469292	0.96735	0.741740	8.229471	\$269,933
	Annual Rent Adjustment	2.00%	4	2020	12	\$34,139.61	\$33,456.82	11.469292	0.96735	0.671432	7.449417	\$249,234
	Discount Rate	10.0%	5	2021	12	\$34,822.40	\$34,125.95	11.469292	0.96735	0.607789	6.743309	\$230,122
		6	2022	12	\$35,518.85	\$34,808.47	11.469292	0.96735	0.550178	6.104126	\$212,475	
		7	2023	12	\$36,229.22	\$35,504.64	11.469292	0.96735	0.498028	5.525531	\$196,182	
		8	2024	12	\$36,953.81	\$36,214.73	11.469292	0.96735	0.450821	5.001778	\$181,138	
		9	2025	12	\$37,692.88	\$36,939.03	11.469292	0.96735	0.408089	4.527674	\$167,248	
		10	2026	12	\$38,446.74	\$37,677.81	11.469292	0.96735	0.369407	4.098504	\$154,423	
		11	2027	12	\$39,215.68	\$38,431.36	11.469292	0.96735	0.334392	3.710019	\$142,581	
		12	2028	12	\$39,999.99	\$39,199.99	11.469292	0.96735	0.302696	3.358357	\$131,648	
		13	2029	12	\$40,799.99	\$39,983.99	11.469292	0.96735	0.274004	3.040025	\$121,552	
		14	2030	12	\$41,615.99	\$40,783.67	11.469292	0.96735	0.248032	2.751870	\$112,231	
		15	2031	12	\$42,448.31	\$41,599.34	11.469292	0.96735	0.224521	2.491020	\$103,625	
		16	2032	12	\$43,297.28	\$42,431.33	11.469292	0.96735	0.203240	2.254911	\$95,679	
		17	2033	12	\$44,163.22	\$43,279.96	11.469292	0.96735	0.183975	2.041169	\$88,342	
		18	2034	12	\$45,046.49	\$44,145.56	11.469292	0.96735	0.166536	1.847687	\$81,567	
		19	2035	12	\$45,947.42	\$45,028.47	11.469292	0.96735	0.150751	1.672555	\$75,313	
		20	2036	12	\$46,866.36	\$45,929.04	11.469292	0.96735	0.136462	1.514021	\$69,538	
		21	2037	12	\$47,803.69	\$46,847.62	11.469292	0.96735	0.123527	1.370510	\$64,205	
		22	2038	12	\$48,759.77	\$47,784.57	11.469292	0.96735	0.111818	1.240601	\$59,282	
		23	2039	12	\$49,734.96	\$48,740.26	11.469292	0.96735	0.101219	1.123007	\$54,736	
		24	2040	12	\$50,729.66	\$49,715.07	11.469292	0.96735	0.091625	1.016563	\$50,538	
Market Value Of Leased Fee Estate											\$3,638,699	
PV Net Income					\$3,638,699							
PV Land reversion					\$1,485,917							
Leased Fee Value					\$5,124,616							
Rounded					\$5,120,000							
							--	0.96735	0.082940	0.080232	\$1,485,917	
											\$5,124,616	

Footnotes:

- 1 Reflects deductions for administrative, legal, and accounting costs.
- 2 PV \$1/P adjusted for payments in advance
- 3 PV \$1 for 4 months in 2016
- 4 PV \$1 for each year subsequent to 2016
- 5 Reversion reflects 5% sales cost

LEASEHOLD ESTATE

The value of the leasehold estate is based upon most of the assumptions input to the leased fee analysis. However, the rights to the leaseholder are limited to any rent advantage, i.e., rent savings from contract rent at a level below market rent, and the value of leasehold improvements. Annual market ground rent was estimated at 6.5% of the previously reconciled site value (\$12,040,000) or \$782,600 (\$65,217/month). Ground rent at 6.5% of land value is consistent with: 1) the range reported by RealtyRates.com (2nd Quarter 2016) at 2.29% to 10.73%, and an average of 6.81% for office properties, the predominant land use in the CBD; and, 2) our analysis of data published by The Boulder Group (*Boulder Group Net Lease Bank Ground Lease Report May 2015*) that specializes in the sale of net leased properties and provides data from their sales, listings, and market research. The Boulder Group data focuses on lease rates for retail and bank sites, which are typically pad sites that are smaller and at a lower risk. Pad sites for banks are generally the lowest in the market because of their stability.

The retail rate was 6.4% in Q1 2015, down 0.35 percent from the 6.75% a year previously. This indicates that ground leased properties maintained cap rate stability compared to improved properties. The subject would be expected to be in the range of the retail rates, which are generally medium risk investments for mid-sized sites to credit-worthy tenants.

In addition, we reviewed The Boulder Group's data for net leased improved properties (*Boulder Group Net Lease Market Report 2nd Quarter 2013*), i.e., alternative investments with similar risks. The rates are 6.25% for retail, 7.0% for office, and 7.44% for industrial properties. The low to high for these improved properties corresponds to the rate range found for local data and The Boulder Group's retail land rate.

A portion of One American Center, located on Congress Avenue, is under a long term ground lease 7,840 SF and established in May 1981. The lease rate is based on a 10% capitalization rate with periodic land value escalations. This follows closely with national rates before the recession in 1982 for rates between 10% and 12%. Rates since that time have dropped considerably.

The University of Texas leased 2400 Nueces for a multi-family development in 2011, effective on August 1, 2013. The lease is based on a minimum base rent plus percentage of gross rent. Gross rent for the budgeted year is \$419,061. The location on west campus is considered inferior to the subject's location and land sales have ranged from \$80-\$106/SF over the last few years. Assuming land value near the upper end of the range, the value for the Nueces site would be \$6,216,000 (62,160 SF x \$100/SF). Therefore, applying rent at \$419,061 to the indicated value provides for a capitalization rate of 6.7%.

Local leases are dated when compared to the survey data. However, the adjusted rate for the West Campus lease closely mirrors the survey data. The survey rates are considered more reliable, because they are a relatively recent assessment of market sentiment. However, we note that rates are currently in a downtrend trend, and the probability of a long-term lease is very high for a larger property like the subject.

The RealtyRates survey data are consistent at an average of 6.81%. The sole Boulder ground lease rate is for the retail market is at 6.4%. The improved Boulder net leased property rates, alternative and competing investments, are in the 6.25% to 7.0% range. On the basis of these comparisons, we reconciled to a ground lease capitalization rate of 6.5%.

In addition to the calculations to estimate the present value of lease hold advantage, we accounted for the present value of the site, as if vacant, and the demolition of the improvements at the end of the projected remaining term. Market value of the leasehold estate was estimated as follows.

HEALTHSOUTH REHABILITATION HOSPITAL

LEASED FEE & LEASEHOLD VALUATIONS

Discounted Cash Flow Analysis (Leasehold Estate)

	Period	Year	Months	Market Rent	Contract Rent	Rent Advantage	PV \$1/P ¹	PV \$1-4 mos. ²	PV of \$1 ³	PV Factor	Present Value
Assumptions:	1	2016	4	\$65,217.00	\$31,539.72	\$33,677.28	3.950685	0.96735	1.000000	3.821695	\$128,704
Market Rent	2	2017	12	\$66,521.34	\$32,170.51	\$34,350.83	11.469292	0.96735	0.905212	10.043164	\$344,991
Initial Contract Rent/Month	3	2018	12	\$67,851.77	\$32,813.92	\$35,037.84	11.469292	0.96735	0.819410	9.091206	\$318,536
Annual Rent Adjustment	4	2019	12	\$69,208.80	\$33,470.20	\$35,738.60	11.469292	0.96735	0.741740	8.229471	\$294,110
Discount Rate	5	2020	12	\$70,592.98	\$34,139.61	\$36,453.37	11.469292	0.96735	0.671432	7.449417	\$271,556
	6	2021	12	\$72,004.84	\$34,822.40	\$37,182.44	11.469292	0.96735	0.607789	6.743309	\$250,733
	7	2022	12	\$73,444.93	\$35,518.85	\$37,926.09	11.469292	0.96735	0.550178	6.104126	\$231,506
	8	2023	12	\$74,913.83	\$36,229.22	\$38,684.61	11.469292	0.96735	0.498028	5.525531	\$213,753
	9	2024	12	\$76,412.11	\$36,953.81	\$39,458.30	11.469292	0.96735	0.450821	5.001778	\$197,362
	10	2025	12	\$77,940.35	\$37,692.88	\$40,247.47	11.469292	0.96735	0.408089	4.527674	\$182,227
	11	2026	12	\$79,499.16	\$38,446.74	\$41,052.42	11.469292	0.96735	0.369407	4.098504	\$168,253
	12	2027	12	\$81,089.14	\$39,215.68	\$41,873.46	11.469292	0.96735	0.334392	3.710019	\$155,351
	13	2028	12	\$82,710.93	\$39,999.99	\$42,710.93	11.469292	0.96735	0.302696	3.358357	\$143,439
	14	2029	12	\$84,365.14	\$40,799.99	\$43,565.15	11.469292	0.96735	0.274004	3.040025	\$132,439
	15	2030	12	\$86,052.45	\$41,615.99	\$44,436.46	11.469292	0.96735	0.248032	2.751870	\$122,283
	16	2031	12	\$87,773.50	\$42,448.31	\$45,325.18	11.469292	0.96735	0.224521	2.491020	\$112,906
	17	2032	12	\$89,528.97	\$43,297.28	\$46,231.69	11.469292	0.96735	0.203240	2.254911	\$104,248
	18	2033	12	\$91,319.54	\$44,163.22	\$47,156.32	11.469292	0.96735	0.183975	2.041169	\$96,254
	19	2034	12	\$93,145.94	\$45,046.49	\$48,099.45	11.469292	0.96735	0.166536	1.847687	\$88,873
	20	2035	12	\$95,008.85	\$45,947.42	\$49,061.44	11.469292	0.96735	0.150751	1.672555	\$82,058
	21	2036	12	\$96,909.03	\$46,866.36	\$50,042.67	11.469292	0.96735	0.136462	1.514021	\$75,766
	22	2037	12	\$98,847.21	\$47,803.69	\$51,043.52	11.469292	0.96735	0.123527	1.370510	\$69,956
	23	2038	12	\$100,824.16	\$48,759.77	\$52,064.39	11.469292	0.96735	0.111818	1.240601	\$64,591
	24	2039	12	\$102,840.64	\$49,734.96	\$53,105.68	11.469292	0.96735	0.101219	1.123007	\$59,638
		24	2040	\$104,897.45	\$50,729.66	\$54,167.79	11.469292	0.96735	0.091625	1.016563	\$55,065

Market Value Of Leasehold Estate

PV Rent Advantage	\$3,964,598
Improvements Value ⁴	\$20,960,000
Less: PV Demolition Cost ⁵	-\$231,801
Leasehold Value	\$24,692,797
Rounded	\$24,690,000

\$3,964,598

Building Size	Demo Cost/SF	FV \$1, 24 yrs. & 4 months	Future Demo Costs	PV \$1-4 mos.	PV \$1, 24 yrs.	PV Factor	PV Demo
87,744 SF	\$7.00	1.61916	\$994,501	0.980248	0.237779	0.233082	\$231,801

Footnotes:

- 1 PV \$1/P adjusted for payments in advance
- 2 PV \$1 for 4 months in 2016
- 3 PV \$1 for each year subsequent to 2016
- 4 Improvements Value = \$33,000,000 - \$12,040,000 = \$20,960,000
- 5 Demolition at \$7.00/SF appreciated annually at 2.0% and discounted at 6.0%.

MARKET VALUE OPINIONS SUMMARY

Based on the analysis and data included herein, our opinions of market value of the subject property follows:

MARKET VALUE OPINIONS			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
As Is	Fee Simple	August 18, 2016	\$33,000,000
As Is	Leased Fee	August 18, 2016	\$5,120,000
As Is	Leasehold	August 18, 2016	\$24,690,000



QUALIFICATIONS OF THE APPRAISERS

QUALIFICATIONS OF PAUL HORNSBY, MAI, SRA



Experience: Since 1980, Mr. Hornsby has been a practicing real estate appraiser with an office in Austin, Texas, specializing in the valuation of complex properties and in support of litigation proceedings. Mr. Hornsby also serves as an arbitrator in real estate disputes.

Mr. Hornsby often serves in the capacity of expert witness in cases involving eminent domain, bankruptcy, general commercial litigation and ad valorem tax appeal. He is qualified as an appraisal expert in numerous county courts, state district courts, Federal District Court, U.S. Bankruptcy Court, and various commissioners' courts and appraisal district review boards. Mr. Hornsby has testified over 700 times in depositions, special commissioner's hearings and trials.

In addition to real property appraisal, Mr. Hornsby provides counseling services and separation of real estate, tangible personal property, and intangible assets. He is the owner of ph Business Advisors, a business valuation firm specializing in the appraisal of business enterprises, partnership interests, and the allocation of tangible and intangible assets. Land planning services are provided by our sister company, alterra design group (www.alterradesigngroup.com) and brokerage services by Hornsby Realty (www.hornsby-realty.com).

Licenses and Designations:

- MAI Designation - Appraisal Institute, Certificate No. 7305
- SRA Designation - Appraisal Institute
- State Certified General Real Estate Appraiser #TX-1321761-G
- Texas Broker License #283369-05

Associations and Activities:

- Board Member, Foundation Appraisers Coalition of Texas
- Mentor, Texas Appraiser Licensing and Certification Board
- Arbitrator in real estate disputes
- Member, International Right of Way Association
- Affiliate Member, Texas Association of Appraisal Districts
- Instructor, Appraisal Institute – Uniform Standards of Professional Appraisal Practice and Business Practices and Ethics
- Appraisal Qualifications Board (AOB) Certified USPAP Instructor
- REALTOR - National Association of Realtors

Education: University of Texas at Austin, B.B.A. Degree in Finance, August 1977

Lectures and
Publications:

- Fee (It Really Is) Simple; Texas Association of Appraisal Districts Conference, 2015
 - Separating Tangible & Intangible Asset Values in a Texas Refinery: A Case Study; Appraisal Institute, 2014
 - Transmission Lines: Acquisition, Valuation and Condemnation, Austin Chapter of the Appraisal Institute and IRWA Chapter 74, 2012
 - Responding to Daubert Challenges, Eminent Domain Conference, CLE® International, 2011
 - Equality and Uniformity-Commercial Properties, Appraisal Review Board, Travis Central Appraisal District, May 2009
 - Appraisal Values in an Unsettled Economy, Graves Dougherty Heaton & Moody – Banking & Real Estate Clients, October, 2008
 - Fee Simple Estate - How Many Sticks in the Bundle?, 22nd Annual Legal Seminar on Ad Valorem Taxation in San Antonio, 2008
 - Real Estate Appraisal Issues and Ethics, Eminent Domain for Attorneys in Texas, 2007
 - Contemporary Appraisal Issues, Central Texas Commercial Property Exchange, 2007
 - Capitalization Theory & Techniques, Chartered Financial Analysts, 2007
 - Material and Substantial Impairment of Access, CLE® International, 2003
 - Fee Simple Versus Leased Fee Valuation: A Study of Appraisal Models, Downtown Austin Alliance, Institute of Real Estate Management, 2001
 - Regulatory Takings, International Right of Way Association, 2000
 - The Schmidt Opinion From the Appraiser's Perspective, Office of the Attorney General, State of Texas, 1993
 - Asbestos Abatement and Lead Paint: Effects on Real Estate Value, Texas Association of Appraisal Districts, 1992
 - The Endangered Species Act and Its Impact on Property Value, Texas Savings and Loan League, 1989
 - Valuation Theory, Real Estate Symposium, University of Texas, 1984
-

QUALIFICATIONS OF CLIFFORD R. SHAW, ASA



Experience: Mr. Shaw has been a senior appraiser at Paul Hornsby & Co. since 1996. Since 1984, Mr. Shaw has been a practicing real estate appraiser in Austin and Dallas, Texas specializing in the valuation of complex commercial properties and in support of litigation proceedings. Assignments for major projects have been performed for the following:

- The Grand Parkway (SH 99), Chambers County
- State Highway 121/State Highway 183 (Airport Freeway) expansion, Dallas/Tarrant County
- State Highway 71/FM 973 expansion, Travis County
- US Highway 183 expansion, Travis County
- US 290 E expansion, Travis County
- Bee Creek Road expansion, Travis County
- IH 45 expansion, Montgomery County
- US 290 expansion, Harris County
- Various transmission line projects throughout Texas for clients including Oncor, Lonestar Transmission, and Lower Colorado River Authority

In addition, positions with several commercial lending institutions were held in the capacity of Asset Manager and Appraisal Coordinator.

Licenses and Designations:

- State Certified General Real Estate Appraiser #TX-1322009-G
- ASA Designation – American Society of Appraisers, Member No. 7693

Associations and Activities:

- Austin Chapter of the Appraisal Institute
- Past Secretary, Director, Appraisal Institute, Austin Chapter
- San Antonio Chapter of the American Society of Appraisers

Education:

Professional Courses:

American Institute of Real Estate Appraisers (Successfully Completed):

- Course 1BA – Capitalization Theory and techniques, Part A
- Course SPP – Standards of Professional Practice.

American Institute of Real Estate Appraisers (Challenged):

- Course 1A-1 – Real Estate Appraisal Principles
- Course 1A-2 – Basic Valuation Procedures
- Course 2BA – Capitalization Theory and Techniques, Part B
- Course 2-1 – Case Studies in Real Estate Valuation
- Course 2-2 – Valuation Analysis and Report Writing

Appraisal Institute (Completed and Attended):

- Course 410 – Standards of Professional Practice, Part A
- Course 420 – Standards of Professional Practice, Part B
- Course 430 – Standards of Professional Practice, Part C
- Course 520 – Highest And Best Use And Market Analysis
- Course 530 – Advanced Sales Comparison and Cost Approaches
- Course 540 – Report Writing and Valuation Analysis
- Comprehensive Exam

Formal Education:

Bachelor of Science, University of Houston (University Park), January 1970, Houston, Texas

Master of Science, University of Houston (Clear Lake), May 1979, Houston, Texas



ADDENDA



OFFICE OF REAL ESTATE SERVICES

P.O. Box 1088, Austin, Texas 78767 (512) 974-7090, Fax (512) 974-7088

July 28, 2016

Mr. Paul Hornsby, MAI, SRA, CRE
Paul Hornsby & Company
7600 N. Capital of Texas Hwy., Bldg. B, Ste. 210
Austin, TX 78731

Project Name: HealthSouth
Property Location: 1215 Red River, Austin, Texas

Dear Mr. Hornsby,

As per our discussion, please proceed on the appraisal assignment regarding the above referenced parcel. The purpose of this appraisal is to develop an opinion of the leased fee and leasehold interests based on the terms of the existing ground lease and the market value of the fee simple interest in the whole (land and improvements) subject property. The intended use of the appraisal is to assist the City of Austin in its internal decision-making process for the possible negotiations to acquire the whole property. The City of Austin is the client and the intended user(s) of the appraisal report is the City of Austin.

This appraisal assignment should be reported in a Summary Appraisal Report format in compliance with current Uniform Standards of Professional Appraisal Practice (USPAP) and the attached Supplemental Appraisal Requirements for the City of Austin. An unsigned draft report should be provided for my review. Upon approval, please provide *four (4) copies* of the finalized appraisal report.

Please provide an adjustment grid and a brief narrative discussion explaining the amount or degree of adjustments applied to the comparable properties utilized in the market analysis section, if appropriate for this assignment.

Your firm was previously supplied with the existing lease document and original improvements site plan from an appraisal performed by your office on the property for the City of Austin in October, 2012. A representative for HealthSouth to assist with information for your appraisal assignment is currently unidentified. Contact information will be provided when it is made available. Until otherwise advised, all information in regard to this assignment provided by the City of Austin and HealthSouth is to be considered confidential. When the HealthSouth representative has been identified, an inspection of the improvements can be arranged. Additionally, I can be contacted for assistance regarding available information from the City. A copy of this Notice to Proceed should be included in your report.

The following definition of market value should be used:

"The price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." (*City of Austin vs. Cannizzo, et al.*, 267 S.W.2d 808,815[1954])

We have agreed on a fee not to exceed \$18,000 and a delivery date of 45 calendar days from the receipt of this Notice to Proceed. No one other than the undersigned is authorized to alter the scope of this assignment. If it becomes apparent during the course of the assignment that the fee will exceed this amount, Real Estate Services is to be notified in writing for written authorization to amend the fee.

Regarding items of an administrative nature, your invoice for requested services and the letter of transmittal should contain the following information:

Address Report to:	Ronald L. Olderog, MAI, SR/WA
Assignment Number:	52-147
File Number:	3111.454.1
Project Name:	HealthSouth
Property Owner:	City of Austin (Land) / HealthSouth of Austin (Improvements)
TCAD Parcel Number:	02-0805-1601-0002
Legal Description:	1.381 AC of Land out of a part of Lots 5 through 8 inclusive of Block 143 of the Original City of Austin Plus Adjacent Vacated Streets and Alley, Austin, Travis County, Texas

Should you have any questions or need additional information, please contact me at 512-974-7193.

Sincerely,



Ronald L. Olderog, MAI, SR/WA
Office of Real Estate Services

City of Austin Supplemental Appraisal Guidelines

1. Subject property inspections should be arranged within 7 to 10 days of the notice to proceed. If any property/owner issues arise, please contact COA Appraisal staff as soon as possible so that they can be addressed in a timely manner.
2. An on-site inspection of the subject property must be completed, except in cases where access has been denied by the property owner.
3. When providing a fee estimate on a property, analyze if, in your opinion, the improvements will be impacted by the acquisition. If the improvements are considered to be impacted, then a valuation of the property as improved is to be undertaken. If your analysis indicates that the improvements are not impacted, then a valuation of only the land component is a complete appraisal assignment.

The subject of the appraisal assignment is the property interest to be acquired (For example, the proposed easement area and the rights included in the easement represent the subject property for the acquisition of a permanent easement.)

4. All comparable sales must be inspected.
5. Photographs of improved sales and rentals must be included in the report.
6. Plat maps must be included for all comparable sales, as well as the subject property.
7. All comparables must be confirmed in-house.
8. Comparable sale data sheets must include:
 - Name of confirmation source and confirmation date.
 - Inspection date of the comparable sale.
 - The date when the deeds were read.
9. Transactions where the City of Austin, or other condemning authority, is a party are not to be utilized.
10. Appraisers will read all deeds, including deeds pertaining to the comparable sales and the subject property history (3 Years per USPAP for subject only).
11. A brief written description must accompany all adjustments made to the comparable sales as well as an adjustment grid.
12. When contacted by the review appraiser, you will have 7 days to provide a response to the review. Once the draft has been approved, you will have 5 days to provide final reports to COA.
13. SFR Appraisals may use URAR forms with supplemental pages addressing the partial acquisition and additional information.

Hca HK South
601 E 12th

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 01247-63081	Effective Date: August 23, 2016 at 8:00 AM
	Issued September 14, 2016 at 10:42 AM

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$
PROPOSED INSURED:
- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- (f) OTHER -
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Leasehold

3. Record title to the land on the Effective Date appears to be vested in:

Healthsouth of Austin, Inc.

4. Legal description of the land:

Leasehold estate over and across 1.382 acres of land being out of and a part of Lot 5 through 8 inclusive, Block 143, of the Original City of Austin, Travis County, Texas, according to the map or plat of said Original City of Austin on file in the General Land Office of The State of Texas, and being out of and a part of certain portions of Red River and 13th Streets as vacated by the City Council of the City of Austin, in Ordinance Numbers 76 0318-D, recorded in Volume 5539, Pages 2237, of the Deed Records of Travis County, Texas, and 75 0529-A, recorded in Volume 5234, Pages 2071, of the Deed Records of Travis County, Texas, respectively. Said 1.382 acre tract being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes.

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

**STEWART TITLE GUARANTY COMPANY
SCHEDULE B**

File No. 01247-63081

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. **(Applies to the Owner's Policy only.)**
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - A. to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays gulfs or oceans, or
 - B. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - C. to filled-in lands, or artificial islands, or
 - D. to statutory water rights, including riparian rights, or
 - E. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. **(Applies to the Owner's Policy only.)**
5. Standby fees, taxes and assessments by any taxing authority for the year 2016 and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2016 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. **(Applies to the Loan Title Policy Binder on Interim Construction Loan only,** and may be deleted if satisfactory evidence to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. **(Applies to Loan Policy T2 only.)**
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). **(Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only).** Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - A. Rights of parties in possession. **(Owner Title Policy only)**
 - B. Twenty (20') foot gas easement, retained by the City of Austin in that certain Ordinance vacating portions of Red River Street recorded in Volume 5388, Page 1230, Deed Records of Travis County, Texas, as amended by Volume 5539, Page 2237 Deed Records of Travis County, Texas.
 - C. Ten (10') foot water line easement, retained by the City of Austin in that certain Ordinance vacating portions of Red River Street, recorded in Volume 5388, Page 1230, Deed Records of Travis County, Texas, as amended by Volume 5539, Page 2237, Deed Records of Travis County, Texas.
 - D. Five (5') foot public utility easement, retained by the City of Austin in that certain Ordinance vacated portions of

**STEWART TITLE GUARANTY COMPANY
SCHEDULE B**

File No. 01247-63081

East 13th Street, recorded in Volume 5234, Page 2071, Deed Records of Travis County, Texas, as affected by those releases filed in Volume 12459, Page 82, Volume 12483, Page 789 and Volume 12533, Page 285 of the Real Property Records of Travis County, Texas.

- E. Subject to that certain wastewater line, as shown on the City of Austin's Water and Wastewater Department Section Map No. 4
- F. Cable Television Installation and Service Agreement, dated April 15, 1991, by and between American Television and Communications Corporation d/b/a Austin CableVision and RHSC Austin, Inc. d/b/a The Rehabilitation Hospital of Austin, recorded in Volume 11436, Page 744, Real Property Records of Travis County, Texas.
- G. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- H. All terms, conditions, and provisions of that certain Consent to Assignment and Waiver dated September 28, 1995 of record in Volume 12533, Page 247 of the Real Property Records of Travis County, Texas.
- I. All terms, conditions, and provisions of that certain License Agreement dated January 7, 1997 of record in Volume 12849, Page 394 of the Real Property Records of Travis County, Texas.
- J. All terms, conditions, and provisions of that certain Memorandum of Lease dated August 10, 1988 of record in Volume 10800, Page 1017 of the Real Property Records of Travis County, Texas, as affected by that Assignment and Assumption of Real Property Lease dated January 3, 1994 of record in Volume 12394, Page 1467 of the Real Property Records of Travis County, Texas, and as amended in Volume 12477, Page 1952 and Volume 12497, Page 940 of the Real Property Records of Travis County, Texas.
- K. Loss, cost, damage or expense arising by virtue of supplemental or additional taxes for the year 2015 and prior years being assessed or imposed due to Cause No. D-1-GN-15-003492, City of Austin vs. Travis County Appraisal District, et al.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Article 9.39 A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agency may disburse from its Trust Fund Account.
6. Leasehold Deed of Trust dated September 29, 2006 from Healthsouth of Austin, Inc. to Kim Sobieski, Trustee, securing a credit agreement for an amount not to exceed \$2,550,000,000 payable to JPMorgan Chase Bank, N.A. together with all other indebtedness of any kind whatsoever secured or to be secured thereby, and the terms, conditions, and stipulations contained therein. Deed of Trust of record under Document Number 2006196990 of the Official Public Records of Travis County, Texas.

The mortgage recorded in Document Number 2006196990 of the Official Public Records of Travis County, Texas, secures a revolving loan. We must require a satisfactory written statement from the existing lender confirming: (a) the payoff amount; (b) that the line of credit has been closed or frozen, and no further draws/advances will be permitted and/or the right to future advances has been terminated; and (c) that the lender agrees to deliver a full satisfaction/release upon payment of the outstanding balance.
7. In regard to leasehold interests in the subject property, we must be furnished with satisfactory evidence that the tenants have either consented to the conveyance or that they have no rights in the property to be conveyed to the City of Austin, OR we must require that the tenants join in the conveyance. We reserve the right to make additional requirements after reviewing the same.
8. We must be furnished with a Corporate Resolution of Healthsouth of Austin, Inc. in either general or specific form and properly certified by the corporate secretary, authorizing an appropriate officer of the corporation to execute its conveyance to our assured(s). We must also be provided with a Certificate of Good Standing from the Comptroller of Public Accounts of the State of Texas and satisfactory evidence that said corporation is registered with the Secretary of State and is in good standing.
9. This property appears to be located within the boundaries of the Downtown Public Improvement District. Notice

SCHEDULE C

must be given to the proposed purchasers in accordance with the provisions of the Texas Water Code.

10. If the Proposed Insured executes a Waiver of Inspection in the approved form, an exception to "Rights of parties in possession" will be contained in the Owner's Policy when issued; however, the Proposed Insured may refuse to execute the Waiver, in which case the Company will require that an inspection be conducted by its agent, for which an inspection fee may be charged, and the Company reserves the right to make additional, particular exceptions in the Policy to matters revealed by the inspection.
11. We must be furnished with a satisfactory Affidavit as to Debts and Liens, executed by the seller/borrower or his/her/their authorized representative at the time of closing. We reserve the right to make additional requirements on the basis of this Affidavit.
12. You may request amendment of the Area and Boundary Exception to read "Shortages in Area". The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements if you pay an additional five percent (5%) premium of the Basic Rate for T-1R Residential Owner Policy coverage, or fifteen percent (15%) premium of the Basic Rate for T-1 Non-Residential Owner Policy coverage, and if we are provided with a satisfactory survey, pursuant to Procedural Rule P2.
13. Your Owner's Title Policy will contain this coverage and you will be charged the appropriate additional premium unless, on or before the date of closing, you advise the company in writing that you wish to decline this additional coverage.
14. The Texas Department of Insurance has approved a new Restrictions, Encroachments, Minerals Endorsement, T-19.1, to be available on Owner's Title Policies. This coverage was previously only available on Loan Policies. The T-19.1 Endorsement affords insurance against any previous violation of restrictions affecting the subject property, all rights of first refusal, all reversionary rights and any damage to the property due to future damages to the improvements because of an existing right to extract or develop minerals.
15. Your Owner's Title Policy will contain this coverage and you will be charged the appropriate premium unless, on or before the closing, you advise the company, in writing, that you wish to decline this additional coverage.
16. We will require a Premium of \$5.00 be collected for the Standard Tax Exception "Company insures that standby fees, taxes, and assessments by any taxing authority for the year 2016 are not yet due and payable." (Loan Policy Only).
17. FOR INFORMATIONAL PURPOSES ONLY: The following conveyances involving the subject property were recorded within the last 24 months: None.
18. NOTE TO BUYER: Any tract of land that is not a full, legally subdivided lot may be subject to a requirement of filing a new subdivision plat prior to any construction or improvement permit being issued. If applicable to this transaction, purchasers should contact the appropriate authority to confirm their property's status and their ability to use the property for their intended purposes.
19. At its meeting on January 27, 2016, the Board of Directors of the Texas Title Insurance Guaranty Association (TTIGA) voted to increase the policy guaranty fee from zero to \$3.00 effective April 1, 2016. The guaranty fee will be \$3 for each owner's title policy and \$3 for each loan title policy sold, and title agents will be required to remit and report this quarterly to the TTIGA. We will require that a Premium of \$3.00 per policy be collected at closing and remitted to the Title Company.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE



City of Austin

Founded by Congress, Republic of Texas, 1839
Planning and Development Review Department
One Texas Center, 505 Barton Springs Road
P.O. Box 1088, Austin, Texas 78767

CAPITOL VIEW CORRIDOR DETERMINATION

C17-2012-XXX

For: 1215 Red River
9/10//2012

Case Reviewer: Lynda Courtney

974-2810

This site is traversed by Capitol View Corridor # 26, "E. 12th Street at IH 35". This was established as one of the view corridors in the Capitol View Preservation Ordinances 840802-T and 841220-CC. The Capitol View Corridor calculations are established to determine the maximum height structures may be built without compromising a straight line which connects a viewpoint to the base of the capitol dome.

For the Capitol View Corridor # 26, twelve points were identified on the site where the view corridor crosses the edge site corners of the property lines, at the midpoint of a segment line. Points A-M are shown on the attached graphic to illustrate the locations on which this determination was made.

The specified points A-M, as shown on the graphic attachment, would allow for building heights between 68.29 and 93.12 feet on the western portion of the specified site. The maximum elevation allowable for any structure at this location (western portion) would be between 566.29 and 580.53 feet above sea level, depending on the specific points.

The specified points A-M, as shown on the graphic attachment, would allow for building heights between 26.15 and 34.67 feet on the eastern portion of the specified site. The maximum elevation allowable for any structure at this location (eastern portion) would be between 549.98 and 555.05 feet above sea level, depending on the specific points.

The set of calculations are shown on the worksheet, included as an exhibit with this report. Height is measured as explained in the definition from the City of Austin Land Development Code. **The maximum elevations shown at these points represent the heights above sea level beyond which any development on the site cannot exceed.**

Allowable heights may be interpolated along the capitol view corridor lines based on these calculated points. This site is zoned P (Public). The maximum heights allowed in the P-Public zoning are not specified but are established by a Conditional Use Permit. The heights allowable on this site are not permitted to exceed the heights established by the Capitol View Corridor, for any development on the site within the capitol view corridor.

If you have any questions about this determination, please call Lynda Courtney at 974-2810.

Lynda J. Courtney
Development Services Process Coordinator
Planning and Development Review Department
Attachments

Height Determination Worksheet

Important: Select the Viewpoint/Corridor Name (below) FIRST.

Viewpoint/Corridor Name	Review Site	VP Elevation	Distance from Cap to Review Site Point	RS Elevation (approx.)	a 653 - VP Elev.	b Distance VP to Cap	$\tan \theta$ a/b	b' Distance VP to RS	a' $\tan \theta$ times b'	Max. Elev. VP Elev. + a'	h Max. Elev. - RS Elev. (approx.)
E. 12th St. @ IH-35 - 1	A	525	1782	486	128	3086	0.0415	1304	54.12	579.12	93.12
E. 12th St. @ IH-35 - 1	B	525	1748	490	128	3086	0.0415	1338	55.53	580.53	90.53
E. 12th St. @ IH-35 - 1	C	525	1916	496	128	3086	0.0415	1170	48.56	573.56	77.55
E. 12th St. @ IH-35 - 1	D	525	2091	498	128	3086	0.0415	995	41.29	566.29	68.29
E. 12th St. @ IH-35 - 1	E	525	2090	498	128	3086	0.0415	996	41.33	566.33	68.33
E. 12th St. @ IH-35 - 1	F	525	1951	488	128	3086	0.0415	1135	47.10	572.10	84.10
E. 12th St. @ IH-35 - 1	G	525	2371	520	128	3086	0.0415	715	29.67	554.67	34.67
E. 12th St. @ IH-35 - 1	H	525	2362	521	128	3086	0.0415	724	30.05	555.05	34.05
E. 12th St. @ IH-35 - 1	J	525	2593	524	128	3086	0.0415	693	28.76	553.76	29.76
E. 12th St. @ IH-35 - 1	K	525	2480	524	128	3086	0.0415	606	25.15	550.15	26.15
E. 12th St. @ IH-35 - 1	L	525	2484	523	128	3086	0.0415	602	24.98	549.98	26.98
E. 12th St. @ IH-35 - 1	M	525	2382	522	128	3086	0.0415	704	29.22	554.22	32.22
	1215 Red River										
	CVC # 26										
	E. 12th @ IH 35										

Max.
Elev.
Above
Sea Level

Max.
Elev. - RS Elev.
(approx.)



B 580.53/ 90.53' 1215 Red River CVC # 26 E. 12th @ IH 35Text

C 573.56/ 77.55'

A 579.12/ 93.12

D 566.29/ 68.29'

F 572.1/ 84.1'

E 566.33/ 68.33'

H 555.05/ 34.05'

J 553.76/ 29.76'

K 550.15/ 26.15'

M 554.22/ 32.22'

G 554.67/ 34.67'

L 549.98/ 26.98'

TRAVIS
COUNTY

1400

1410

1249

TRAVIS
COUNTY

TRAVIS
COUNTY

TRAVIS
COUNTY

TRAVIS
COUNTY

TRAVIS COUNTY
HEALTHCARE
DISTRICT
TRAVIS COUNTY
HEALTHCARE
DISTRICT

TRAVIS COUNTY
HEALTHCARE
DISTRICT

1225

REHABILITATION
HOSPITAL OF
AUSTIN

CITY OF AUSTIN
% REAL ESTATE
DIVISION

B 580.53/ 90.53' 1215 Red River
CVC # 26 E. 12th @ IH 35Text

C 573.56/ 77.55'

A 579.12/ 93.12

~~D 566.29/ 68.29'~~

TRAVIS COUNTY
TRUSTEE ATTN
TAX DEPT

REHABILITATION
29' HOSPITAL OF
JUSTIN % BOB PORTER

F 572.1/ 84.1'

E 566.33/ 68.33'

0

CITY OF
AUSTIN
CITY OF
AUSTIN
CITY OF
AUSTIN

HEALTHSOUTH
OF AUSTIN INC
HEALTHSOUTH/
OF AUSTIN INC
HEALTHSOUTH
RPORATION ATT
X DEPARTMENT

CS VOCATIONAL AGRICULTURE

Year	VOCATIONAL AGRICULTURE TEACHERS ASSN OF TEXAS (%)	% TEXAS PFA ASSN (%)
1980	60	60
1985	65	65
1990	60	60
1995	65	65
2000	60	60
2005	65	65
2010	60	60

H 555.05/ 34.05'

~~J 553.76/ 29.76'~~

K 550.15/ 26.15'

M 554.2

TEXAS
MUNICIPAL
RETIREMENT

TEXAS MUNICIPAL
RETIREMENT
RETIREMENT SYSTEM

L 549.98/ 26.98'

Text

AUSTIN
SYMPHONY
ORCHESTRA

AUSTIN SYMPHONY
ORCHESTRA
SOCIETY INC

VELOCITY
CREDIT
UNION

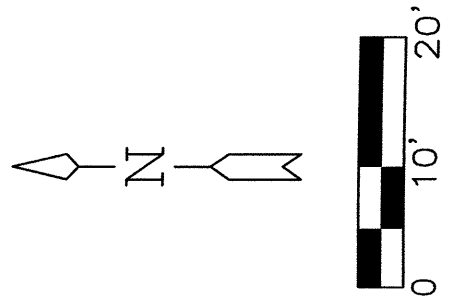
VELOCITY
CREDIT
UNION

CS-1 SOCIETY
SERRA
RESTAURANT
SYMPHONY
CS-1-H
CITY OF
AUSTIN
CITY OF AUSTIN
% PROPERTY
MANAGEMENT

TEXAS MOTOR
TRANSPORTATION &
INC & OIL FIELD
HAULERS ASSOC INC

VELOCITY
CREDIT
UNION

VELOCITY
CREDIT
UNION



OF S2 SHEETS
S
SHEET NUMBER

DRAWN BY: SDM ENTERPRISES, INC.
19827-1/2 I-46 N. SUITE 300
SPRING, TEXAS 77388
281-353-9717 FAX: 281-353-4672
CHECKED BY: CHK
APPROVED BY: APP
DATE: APP DATE
CAD FILE: DWG_CAD
SCALE: DWG_SCALE
DWG_EX1
REV. EX3

HEALTH SOUTH

BLDG 1 Austin, TX
ADDRESS
CITY/STATE/ZIP
FLOOR 1
NO. S3 16' ± 1'-0"

AS1 floor



Kick Floor Plans 2001

2

0 10' 20'

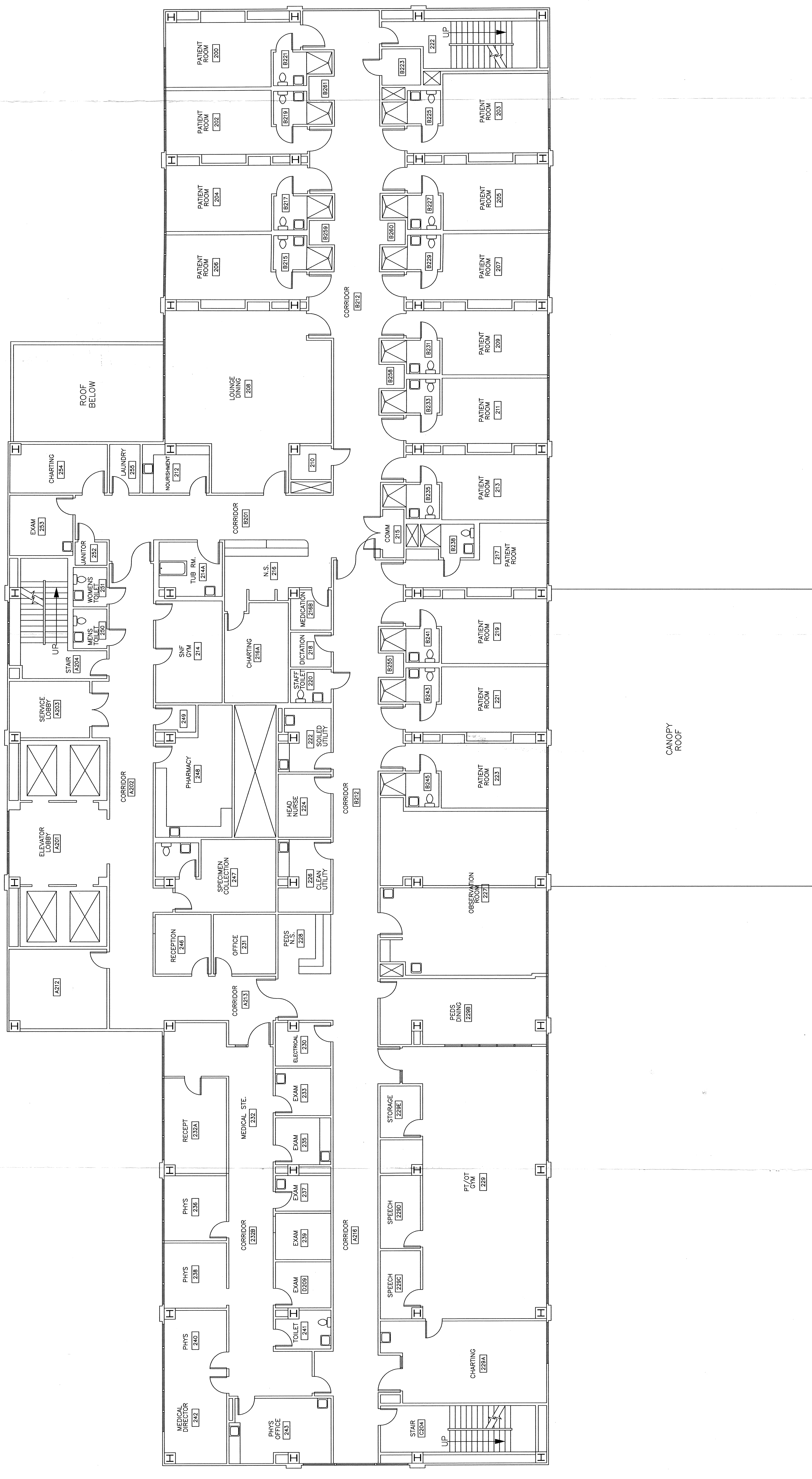
SHEET NUMBER
1
OF S2 SHEETS

DRAWN BY: SDM ENTERPRISES, INC.
19627-1/2 I-45 N. SUITE 300
SPRING, TEXAS 77388
281-353-9717 FAX: 281-353-4672
DATE: DWG. DATE
SCALE: DWG. SCALE
CAD FILE: DWG. CAD
DATE: APP. DATE
APPROVED BY: APP
CHECKED BY: CHK
REVISED: REV
REV. EX3

HEALTH SOUTH

BLDG. 1 Austin, TX
ADDRESS
CITY/STATE/ZIP
FLOOR 2
NO. S3 1/8" = 1'-0"

2nd floor



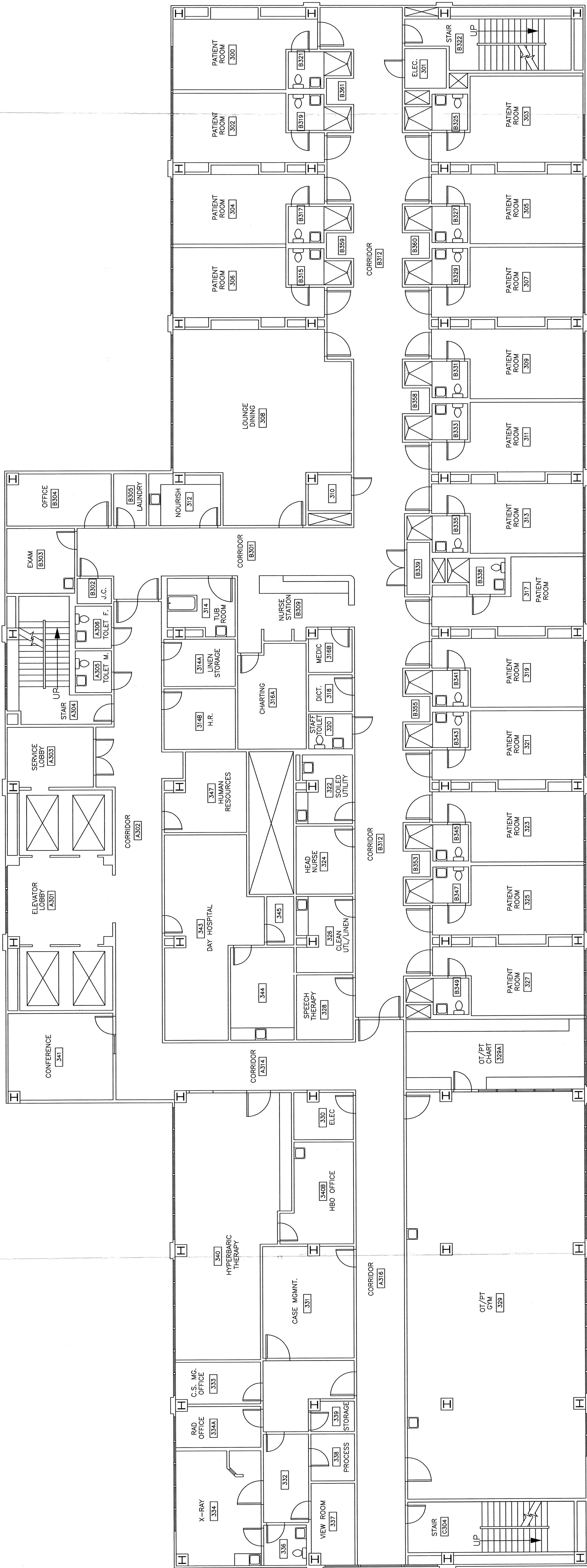
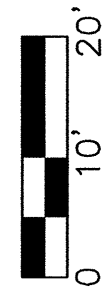
SDM E
19627
SDM SPRIN
281-3

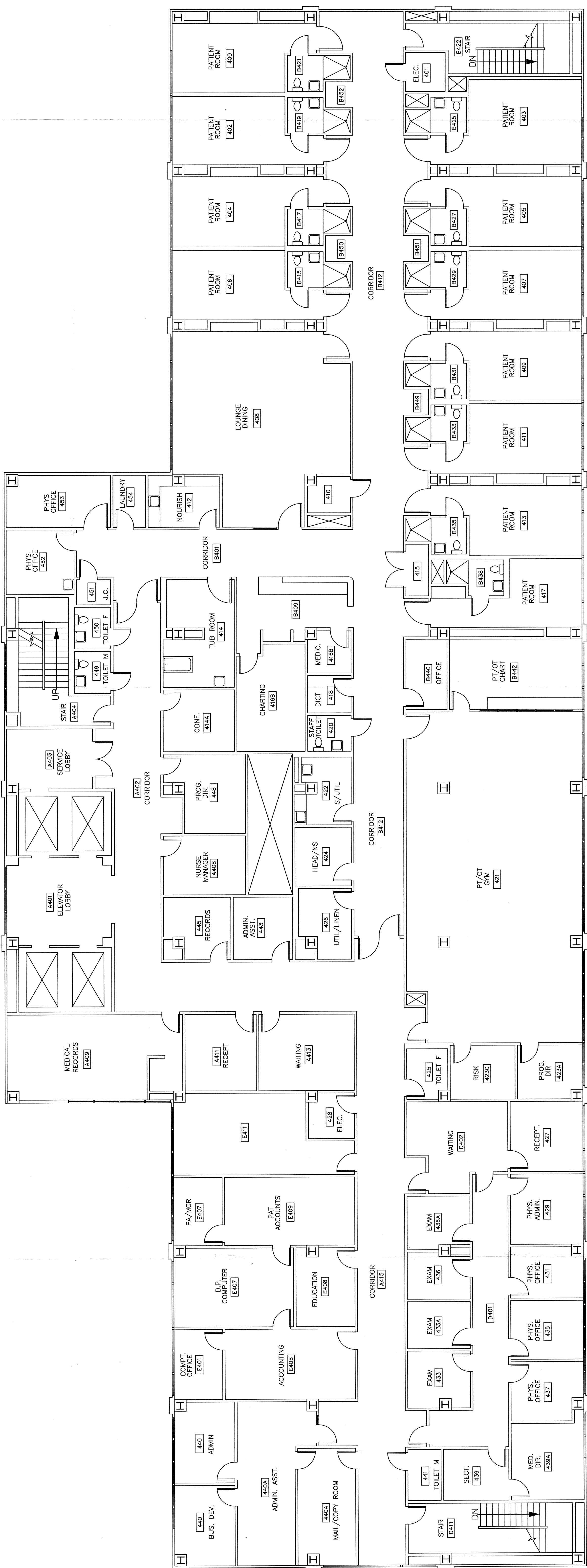
INTERPRISES, INC
-1/2 I-45 N SUITE 300
C, TEXAS 77388
53-9717 FAX:281-353-4672
CHECKED BY:CHK
APPROVED BY:APP
DATE:APP-DATE
REVISED:REV
REV-EX3

HLNOSHEALTH

BLDG_1
ADDRESS
CITY/STATE/ZIP
FLOOR
NO. S3

ROOF
PAL





LEASE SUMMARY - HEALTHSOUTH REHABILITATION HOSPITAL LAND LEASE

Tenant: HealthSouth of Austin, Inc.
c/o HEALTHSOUTH Corporation
3660 Grandview Parkway, Suite 200
Birmingham, AL 35243
Attention: Real Estate Department

Tenant is the successor in interest to HealthSouth Corporation and Rehab Hospital Services Corporation under the Lease.

Leased Premises

The City, as "Landlord," leased the underlying fee simple to that certain 1.381 acre tract of real property commonly known as 1215 Red River (the "Land") upon which the approximately 88,944 square foot Health South Rehabilitation Hospital (the "Improvements") has been constructed.

Lease Term

The Lease was executed on August 10, 1988, and commenced on March 1, 1989, for an "Initial Term" of 15 years, ending on the last day of the fifteenth full calendar year, being December 31, 2004. The Lease may be extended for twelve (12) successive terms of five (5) years each, provided that Tenant is not in breach of the Lease, the Lease has not been terminated, and Tenant provides written notice of such election by not later than one year prior to the expiration of the then current term.

The Lease has already been extended twice for five (5) year "Extended Terms." The current Extended Term commenced on January 1, 2010, and will terminate on December 31, 2014. The Lease may be extended for ten additional five (5) year terms. If all available extensions are exercised, the Lease would ultimately terminate in 53 years on December 31, 2064.

Rent

Basic Rent is \$200,000 per year adjusted annually by the Consumer Price Index with a five percent (5%) cap. The adjusted Basic Rental from January 1, 2010 through December 31, 2010 of the Extended Lease Term was \$28,795.95 per month. Effective every January 1 of the Lease Term, the Rent increases in accordance with the CPI Index multiplier.

Operating Agreement and Ancillary Agreements

There are also associated pass-through costs, as recited in the Lease and in the Assumption Agreement, dated January 1, 1995, for items such as laboratory services, laundry services, bulk oxygen, parking, pharmacy services, radiology services, chilled water and steam, under the separate Operating Agreement and a set of "Ancillary Agreements." The Lease acknowledges that "a

material inducement for Landlord to enter into this Lease is Landlord's anticipation of receiving revenues from the sale of ancillary services or supplies to the operator of the facility." (Note – if the separate agreements had not been executed, the Rent would have been increased by \$750,000 per year to cover such costs).

Triple Net Lease

The Tenant is also responsible for all taxes, utilities, insurance, and maintenance costs associated with the Land and Improvements.

Redelivery of Possession at End of Term

The City may purchase the Improvements at the expiration of the Term, which would either be in 2064 or sooner, if Tenant fails to extend the Term or the Lease is otherwise terminated for default.

Termination Valuation

If the Tenant terminates the Lease, the City may elect to purchase the Improvements, in which case, the City would pay Tenant *"an amount equal to the remaining book value of such assets on date of termination."*

Assignment and Subletting

Assignment or subletting is not permitted without the prior written consent of the City, provided Tenant may sublease all or part of the Lease to "the Partnership" (any entity which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with RHSC ("HealthSouth")). Subleases will continue upon termination of the main Lease, unless the sublease is in default

Financing

The Lease allows mortgages against the Tenant's leasehold interest and any Lender of Tenant will have right to foreclose upon and sell the leasehold interest. The City must give any Lender notice of default and an opportunity to cure.

Right to Purchase

Tenant has the first right to purchase the Land for its appraised value, if the City wishes to sell.

Condemnation

If the Leased Land and Improvements are condemned as a result of the exercise of the power of eminent domain, the Lease ceases from the time possession is taken by the condemning authority. Tenant is not entitled to any portion of any amount that may be awarded for the City's Land.

Damage or Destruction

If the Improvements are damaged or destroyed – Tenant must either repair the Improvements, beginning within 60 days of such damage, or give the City 90 days notice of termination of the Lease – in which case, it must remove the Improvements and deliver the Land back to the City free and clear of the Improvements

Value in Lieu of Condemnation

Note – “remaining book value” could consist of the value of the Improvements calculated over the remaining term of the Lease, including available extensions.

AMENDMENT AND EXTENSION OF LAND LEASE AGREEMENT

This Extension and Amendment of Land Lease Agreement is made and entered into to be effective as of January 1, 2010, by and between the City of Austin ("Landlord") and HealthSouth of Austin, Inc., ("Tenant"), sometimes collectively referred to as the "Parties," for the purposes and consideration stated herein.

WHEREAS, the Land Lease Agreement (the "Lease") was executed on August 10, 1988, and subsequently amended on January 1, 1995; and

WHEREAS, Tenant is the successor in interest to HealthSouth Corporation and Rehab Hospital Services Corporation under the Lease; and

WHEREAS, the Parties agree that the Lease commenced on March 1, 1989, for an Initial Term of 15 years, ending on the last day of fifteenth full calendar year, being December 31, 2004; and

WHEREAS, the Term of the Lease may be extended for twelve (12) successive terms of five years each provided that Tenant is not in breach of the Lease, the Lease has not been terminated, and Tenant provides written notice of such election by not later than one year prior to the expiration of the then current term; and

WHEREAS, Tenant elected to extend the term of the Lease for an initial Extended Term of an additional five years, effectively ending on December 31, 2009; and

WHEREAS, Tenant is not in breach of the Lease, the Lease has not been terminated and Landlord agrees that Tenant has provided the required notice to extend the Lease for an additional five year term, commencing on January 1, 2010; and

WHEREAS, the Parties also now desire to make certain amendments to the Lease relating to the adjustment of the Rent and the addresses of the Parties for the purpose of providing notice under the Lease;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the Parties agree that the Lease is extended and amended as follows:

1. The Lease is extended for a second Extended Term of five (5) years, commencing on January 1, 2010, and terminating December 31, 2014 (the "Extended Term").
2. The adjusted Basic Rental under Paragraph 5 of the Lease from January 1, 2010 through December 31, 2010 of the Extended Lease Term will be \$28,795.95 per month. Effective January 1, 2011 and every January 1 thereafter (the "Anniversary Date") of this Extended Term or any future Extended Term, the Rent will increase in accordance with the provisions of the Lease. The percentage of increase will be determined by the increase in the Adjustment Index over the Index used to determine the prior year's Rent. The CPI Index published in January of each succeeding year will be the accepted Index for the calculation of the increase in Rent.

3. The Parties addresses for notice for all purposes under this Lease are:

Tenant: HEALTHSOUTH Corporation
3660 Grandview Parkway, Suite 200
Birmingham, AL 35243
Attention: Real Estate Department

Landlord: Lauraine Rizer (or successor)
City of Austin Real Estate Services Manager
Contract and Land Management Department
505 Barton Springs Road, Suite 1350
Austin, Texas 78702

Copy to: City Attorney David A. Smith (or successor)
City Law Department
301 West Second Street, 4th Floor
Austin, Texas 78701

4. All of the items amended in this Lease are administrative items which have been delegated to City staff under the Lease, itself, and do not require further action by the Austin City Council.

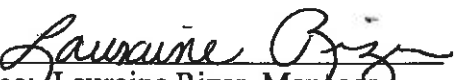
5. All other terms and conditions of the Lease, as amended, will remain in full force and effect, except to the extent amended hereby.

6. The undersigned representatives of Landlord and Tenant have full authority to enter into this Lease without the joinder of any other party, and have obtained any and all requisite consents prior to its execution.


7. This instrument may be executed in multiple counterparts, each of which will have the force and effect of an original.

Executed to be effective on the date and year first set forth above.


LANDLORD: City of Austin

By: 
Name: Lauraine Rizer, Manager
Real Estate Services Division
Department of Contract and Land Management

APPROVED AS TO FORM:


Gordon Bowman
Assistant City Attorney

TENANT: Healthsouth of Austin, Inc.

By: 

Printed Name: BY: C. RICHARD BYRD III
ITS: AUTHORIZED REPRESENTATIVE

Title: _____



PAUL HORNSBY & COMPANY

APPRAISERS AND CONSULTANTS

Paul Hornsby, MAI, SRA
Eli Hanslik, MAI
Chris Hornsby, MAI
Melany Adler, MAI
Katie Daniewicz, MAI
Clifford Shaw, ASA
Joseph McAweeney, State Certified

Matthew Cox, Appraiser Trainee
Kimberly Garvey, Appraiser Trainee
Kayla Carter, Appraiser Trainee
Justin Sims, Analyst
Terri Bowden, Business Manager
Jennifer Beardsley, Research Director

October 4, 2016

Ronald L. Olderog, MAI, SR/WA
Chief Appraiser
Real Estate Services Division
City of Austin
One Texas Center
505 Barton Springs Road
Austin, Texas 78704

Re: Appraisal of HealthSouth Parking Garage located at 606 East 12th Street, Austin, Travis County, Texas 78701.

File #:	3111.455.1
Assignment Number:	52-148
Project Name:	HealthSouth Parking Garage
Property Owner:	HealthSouth of Austin, Inc.
TCAD Parcel Number:	02-0805-1117
Legal Description:	Lot 1, Block 143 of the Original City of Austin, Resubdivision of Lot 3 and Part of Lot 2, Austin, Travis County, Texas

Dear Mr. Olderog:

Pursuant to your request, we have undertaken an appraisal of the above-referenced property, the conclusions of which are set forth in this appraisal report. This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP) for a appraisal report and supplemental standards defined by City of Austin Supplemental Appraisal Guidelines. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop our opinion of value. Detailed supporting documentation concerning the data, reasoning, and analyses is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. We are not responsible for unauthorized use of this report.

The purpose of the appraisal is to develop an opinion of market value of the fee simple interest in the property. The intended use of this report is to assist the City of Austin in its internal decision-making process for the possible negotiations to acquire the whole property. The effective date of this appraisal is August 18, 2016.

Based on the analysis and data summarized herein, our opinion of market value is as follows:

MARKET VALUE OPINION			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
As Is	Fee Simple Interest	August 18, 2016	\$3,360,000

Compiled by Paul Hornsby and Co.

Based on our analyses, it is our opinion that the subject property could have sold on the effective date had it been professionally marketed at a market asking prices for the preceding 12 months.

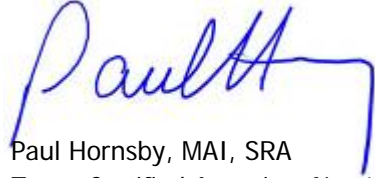
This letter of transmittal and the pages which follow constitute our report. Should you have any questions, or if we can be of further assistance, please contact our office.

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have not performed any services, 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.
- We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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, the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute and the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute and the American Society of Appraisers relating to review by its duly authorized representatives.
- Paul Hornsby and Clifford Shaw made personal inspections of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- As of the date of this report, Paul Hornsby has completed the continuing education program for Designated Members of the Appraisal Institute.

- As of the date of this report, Clifford Shaw has completed the Standards and Ethics Educational Requirements for Practicing Affiliates of the Appraisal Institute.

PAUL HORNSBY & COMPANY



Paul Hornsby, MAI, SRA
Texas Certified Appraiser No. 1321761-G



Clifford R. Shaw, ASA
Texas Certified Appraiser No. 1322009-G

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EXTRAORDINARY ASSUMPTION

It is assumed that a zoning change to CBD would be granted by the City of Austin. Absent this assumption, the value opinion may be different than as set forth herein.

ORDINARY ASSUMPTIONS

1. It is assumed that there are no easements or encroachments as of the effective date of this appraisal unless noted within the report.
2. It is assumed that there are no hidden or unapparent conditions of the property, sub-soils, or structures which would render them more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover such factors.
3. It is assumed that all necessary permits have been obtained and that there has been full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
4. It is assumed that all applicable zoning and use regulations and restrictions are complied with, unless a nonconformity has been stated, defined, and considered in the appraisal report.
5. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed. I have no knowledge of the existence of such materials on or in the property, and am not qualified to detect such substances. The presence of substances such as asbestos, radon gas, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimates are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.
6. It is assumed that the property is free of any environmental issues, including endangered species or their habitat (i.e., caves) which might preclude development or otherwise affect the value of the property. No responsibility is assumed regarding the presence or absence of such features and the client is urged to retain an expert in these fields, if desired, as the appraiser is not qualified to discover such conditions.

LIMITING CONDITIONS

1. The legal description furnished our firm is assumed to be correct. We assume no responsibility for matters legal in character, nor render any opinion as to the title, which is assumed to be good. The property has been appraised as if under responsible ownership and competent management.
2. We have made no survey and assume no responsibility in connection with such matters therefore, reference to a sketch, plat, diagram, or survey appearing in the report is only for the purpose of assisting the reader to visualize the property. The firm believes that the information contained in this report, although obtained from public record and other reliable sources and, where possible, carefully checked, is reliable, but assumes no responsibility for its accuracy.
3. The construction and condition of the property mentioned in the body of this report are based on observation and no engineering study has been made which could discover any possible latent defects. No certification as to any of the physical aspects could be given unless a proper engineering study is made.
4. We are not required to give testimony or attendance in court by reason of this appraisal with reference to the property in question, unless arrangements have been previously made.
5. Possession of this report or a copy thereof does not carry with it the right of publication. It may not be used for any purpose by anyone other than the addressee without the previous written consent of the appraiser(s).
6. 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 without the written consent and approval of the author(s), particularly as to valuation and conclusions, the identity of the appraiser or firm with which they are connected, or any reference to the Appraisal Institute, and the SRA or the MAI designations, and the American Society of Appraisers and the ASA designation.
7. At the client's request, the following statement is made: "The appraiser has been informed that the City of Austin generally requires the grantor provide either a General or Special Warranty when conveying real property to the City. In the event a purchase is unsuccessful, the City will acquire the real property by eminent domain and will not receive a General or Special Warranty from the Condemnee. The City Attorney's Office will include all parties shown as "owners" in the Title Commitment in the eminent domain proceeding. It is my opinion that there is no difference in market value between the two acquisition procedures." Our interpretation of this statement, and the intent with which it is applied in this appraisal, is that the value estimates represent market value, irrespective of the manner in which the City of Austin acquires title to the property.
8. The appraisers' liability regarding the statements and conclusions reported herein is limited to the fee charged for the assignment.

SUMMARY OF IMPORTANT CONCLUSIONS

Property Name: HealthSouth Parking Garage

Location: 606 East 12th Street, Austin, Travis County, Texas 78701

Legal description: Lot 1, Block 143 of the Original City of Austin, Resubdivision of Lot 3 and Part of Lot 2, Austin, Travis County, Texas

Assessor's Parcel Number: 02-0805-1117

Property Rights Appraised: Fee Simple Interest

Site Data:

Size: ±0.349 acres (±15,202 SF)

Zoning: CS-1; Commercial-Liquor Sales

Utilities: All available

Shape: Rectangular

Easements: No adverse easements

Topography: Moderately sloping west

Floodplain: Not materially affected by 100-year floodplain

Improvement Data:

Property Type: Parking garage

Occupancy Type: Hospital employees and visitors

Construction: Reinforced concrete

Year of Construction: 1997

Gross Building Area: 27,232 SF

Rentable Area: NA

Condition: The property is in average condition.

Highest and Best Use:

As If Vacant: High density mixed-use development.

As Improved: Continuation of existing improvements in their current capacity for the next two years.

Purpose of Appraisal: To develop an opinion of market value of the fee simple interest in the property.

Effective Date of the Appraisal: August 18, 2016

Date of the Report: October 4, 2016

Value Conclusion:

MARKET VALUE OPINION			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
As Is	Fee Simple Interest	August 18, 2016	\$3,360,000

Compiled by Paul Hornsby and Co.



DESCRIPTIONS AND ANALYSES

SUBJECT PHOTOGRAPHS



Access to parking garage from Red River

Date of Photo: 8/18/2016



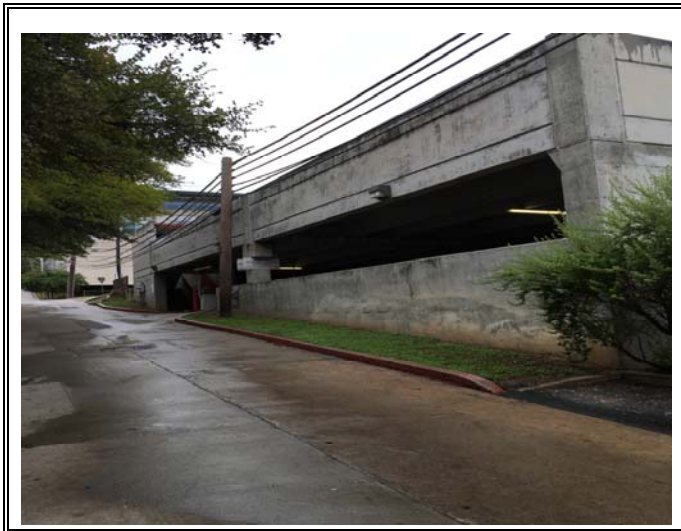
Facing north showing access from Red River

Date of Photo: 8/18/2016



Facing south showing access from Red River

Date of Photo: 8/18/2016



Facing southeast showing access from Sabine Street

Date of Photo: 8/18/2016



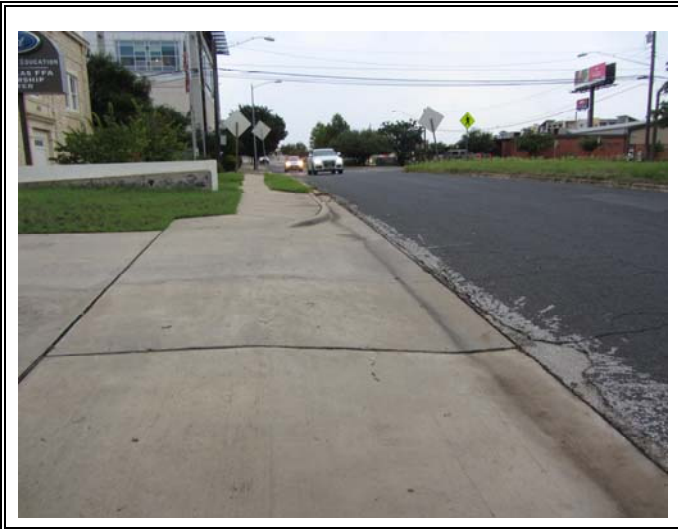
Interior of lower garage level

Date of Photo: 8/18/2016



Interior of lower garage level

Date of Photo: 8/18/2016



Facing east showing access from 12th Street

Date of Photo: 8/18/2016



Entrance to upper garage level

Date of Photo: 8/18/2016



Interior of garage upper level

Date of Photo: 8/18/2016

EFFECTIVE DATE OF VALUE

August 18, 2016

PURPOSE OF THE APPRAISAL

The purpose of the appraisal is to develop an opinion of market value of the fee simple interest in the property.

CLIENT, INTENDED USE AND USERS OF THE APPRAISAL

The client is City of Austin. The client is the sole intended user of the report. Use of this report by others is not intended. This report is intended only to assist the City of Austin in its internal decision-making process for the possible negotiations to acquire the property. This report is not intended for any other use.

PROPERTY RIGHTS APPRAISED

The property rights appraised are fee simple interest. Fee simple estate is an 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.¹

DEFINITION OF MARKET VALUE

"Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."²

LEGAL DESCRIPTION

The following legal description was obtained from public records and is assumed to be correct. It has not been verified by legal counsel nor has an independent survey of the parcel been commissioned. Therefore, it is suggested that the legal description be verified before being used in a legal document or conveyance.

*Lot 1, Block 143 of the Original City of Austin, Resubdivision of Lot 3 and Part of Lot 2,
Austin, Travis County, Texas*

OWNER OF RECORD AND HISTORY

HealthSouth of Austin, Inc. (Volume 12394, Page 1462 dated January 3, 1994) is the owner of record. The subject is not currently listed for sale. We are not aware of any market conveyances of any interest in the property, nor have any sale or purchase offers been reported for the three years preceding the effective date of this appraisal.

¹ *The Dictionary of Real Estate, 5th Edition*, (Appraisal Institute, 2010) p. 78.

² *City of Austin vs. Cannizzo, et.al.*, 267 S.W. 2d 808, 815 [1954].

AD VALOREM TAXES

The 2016 Travis Central Appraisal District assessment is \$1,710,576, \$912,120 (\$60/SF) allocated to land and \$798,570 allocated to improvements. Real property taxes are assessed for five taxing authorities at a cumulative tax rate of \$2.278981/\$100 valuation.

SCOPE OF WORK

To complete the assignment, a number of steps were undertaken. The most salient of these are listed below.

- We inspected the subject on 8/18/2016 by walking the interior of the garage and the surrounding grounds. We were accompanied by HealthSouth's representatives, Mr. C. Richard Byrd and Mr. Ricky Nevels, and City of Austin's representatives, Mr. Ronald Olderog and Mr. Justin Steinhauer. The neighborhood was inspected from numerous roads, and trends in residential and commercial development were noted.
- We reviewed documents specific to the subject property such as deed records, tax plats, topographic maps, and floodplain maps.
- A highest and best use analysis was performed to determine the physically possible uses, legally permissible uses, financial feasibility and maximally productive use of the property.
- The three traditional valuation techniques were considered for the valuation of the subject. However, the Cost Approach, Sales Comparison Approach Improved, and Income Capitalization Approach were not used to value the subject due to our highest and best use conclusion that the improvements would not produce sufficient income to have contributory value. Therefore, the Sales Comparison Approach for vacant land was used to value the subject and then adjusted to account for the future need for demolition and interim income during a projected two-year holding period.
- The time frame for our land sales data search was from 2013 through the effective date. The geographic area for land sales was the City of Austin CBD. The land sale comparables were inspected from perimeter roadways, and data were confirmed with parties directly involved with the transactions (buyer, seller or brokers) or individuals having special knowledge of the transactions.

AUSTIN AREA ANALYSIS

As of second quarter 2016, the Austin MSA continues to show momentum in all property types. The single family and multi-family sectors continue to experience healthy sales and rental activity. Home builders remain in lot-acquisition and development mode as single family construction is abundant, yet unable to meet pent-up demand. The multi-family market continues to have strong occupancies and rents despite significant development over the last three years. Tracking the strong residential markets, the office, retail and industrial markets also reflect healthy occupancy and rents despite recent additions to supply.

POPULATION

The Austin MSA includes Travis, Hays, Williamson, Caldwell, and Bastrop Counties. The MSA ranks as the 35th largest in the United States according to the U.S. Census Bureau. The remarkable rates of population growth in the Austin area are due to large in-migration as well as the youthful make-up of Austin's citizens. The tables below provide a brief summary of recent population trends for the Austin MSA:³

³U.S. Census Bureau, <http://www.census.gov/>

Austin MSA Population Trends				
	Census Population		Change, 2000 to 2010	
	2010	2000	Number of Residents	Percent
Bastrop County	74,171	57,733	16,438	28.47%
Caldwell County	38,066	32,194	5,872	18.24%
Hays County	157,107	97,589	59,518	60.99%
Travis County	1,024,266	812,280	211,986	26.10%
Williamson County	422,679	249,967	172,712	69.09%
MSA Total	1,716,289	1,249,763	466,526	37.33%

According to Census 2010 figures, the Austin MSA was the eighth fastest growing area in the nation. From 2000 to 2010, the Austin MSA experienced a 37.33% growth rate, largely attributed to influx from other cities. Since the mid 1990's, 70% of the total population increase was due to in-migration. The table below is a list of the top ten fastest growing Metropolitan Statistical Areas in the nation over the last decade.⁴

U.S. Metropolitan Areas Ranked by Percent Population Change					
Rank	Metropolitan Statistical Area	Census Population		Change	
		2010	2000	Number	Percent
1	Palm Coast, FL	95,696	49,832	45,864	92.04%
2	St George, UT	138,115	90,354	47,761	52.86%
3	Las Vegas-Paradise, NV	1,951,269	1,375,765	575,504	41.83%
4	Raleigh-Cary, NC	1,130,490	797,071	333,419	41.83%
5	Cape Coral-Fort Myers, FL	618,754	440,888	177,866	40.34%
6	Provo-Orem, UT	526,810	376,774	150,036	39.82%
7	Greeley, CO	252,825	180,926	71,899	39.74%
8	Austin-Round Rock-San Marcos, TX	1,716,289	1,249,763	466,526	37.33%
9	Myrtle Beach-North Myrtle Beach-Conway, SC	269,291	196,629	72,662	36.95%
10	Bend, OR	157,733	115,367	42,366	36.72%

Austin area population histories and projections from the Real Estate Center at Texas A&M University are summarized below.⁵

⁴ U.S. Census Bureau, <http://www.census.gov/main/www/cen2000.html> <http://www.census.gov/main/www/cen2000.html>

⁵ Real Estate Center at Texas A&M University <http://recenter.tamu.edu/mreports/2011/AustinRRock.pdf>

Austin Area Population Histories and Projections						
Year	City of Austin	Annualized Growth Rate	Travis County	Annualized Growth Rate	Austin-Round Rock-San Marcos MSA	Annualized Growth Rate
1940	87,930		111,053		214,603	
1950	132,459	5.50%	160,980	3.80%	256,645	1.80%
1960	186,545	3.20%	212,136	2.80%	301,261	1.60%
1970	251,808	3.20%	295,516	3.40%	398,938	2.80%
1980	345,890	1.30%	419,573	3.60%	585,051	3.90%
1990	465,622	-0.20%	576,407	3.20%	846,227	3.80%
2000	656,562	4.30%	812,280	3.50%	1,249,763	4.00%
2005	700,407	1.20%	893,295	2.20%	1,464,563	3.20%
2010	790,390	2.11%	1,024,266	1.58%	1,716,289	0.60%
2011	812,025	2.74%	1,049,873	2.50%	1,763,487	2.75%
2012	832,326	2.50%	1,076,119	2.50%	1,811,983	2.75%
2013	855,215	2.75%	1,108,403	3.00%	1,870,872	3.25%
2014	878,733	2.75%	1,141,655	3.00%	1,930,740	3.20%
2015	900,701	2.50%	1,173,051	2.75%	1,990,593	3.10%
2020	991,992	1.50%	1,333,681	2.50%	2,307,643	3.00%
2025	1,068,657	1.50%	1,508,938	2.50%	2,675,191	3.00%
2030	1,151,247	1.50%	1,707,225	2.50%	3,063,825	2.75%
2035	1,225,021	1.25%	1,908,127	2.25%	3,466,436	2.50%
2040	1,287,510	1.00%	2,106,726	2.00%	3,921,955	2.50%
2045	1,353,186	1.00%	2,269,543	1.50%	4,330,155	2.00%

EMPLOYMENT

The following tables show employment statistics and changes in the Austin MSA. The employment gains show improvement beginning in 2010.

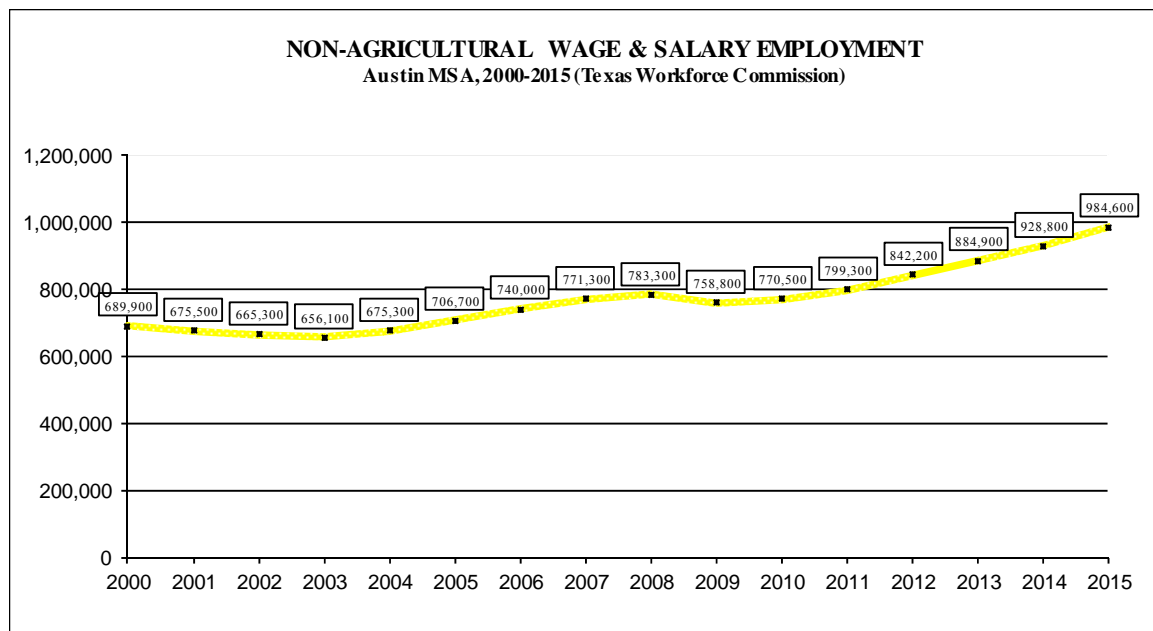
Changes From Previous Year								
	2008	2009	2010	2011	2012	2013	2014	2015
Total Civilian Employment	0.4%	0.3%	1.3%	4.9%	4.7%	5.1%	4.8%	3.4%
Non-agricultural employment	1.6%	-3.1%	1.5%	3.7%	5.4%	5.1%	5.0%	6.0%

	Year End 2015	2nd Q 2015	1st Q 2016	2nd Q 2016	Trailing Year Change	YTD Change	Quarterly Change
Total Civilian Employment	1,050,800	1,021,700	1,063,300	1,067,200	4.5%	1.6%	0.4%
Non-agricultural employment	984,600	949,600	984,500	1,008,800	6.2%	2.5%	2.5%
Unemployment	3.0%	3.3%	3.1%	2.9%			

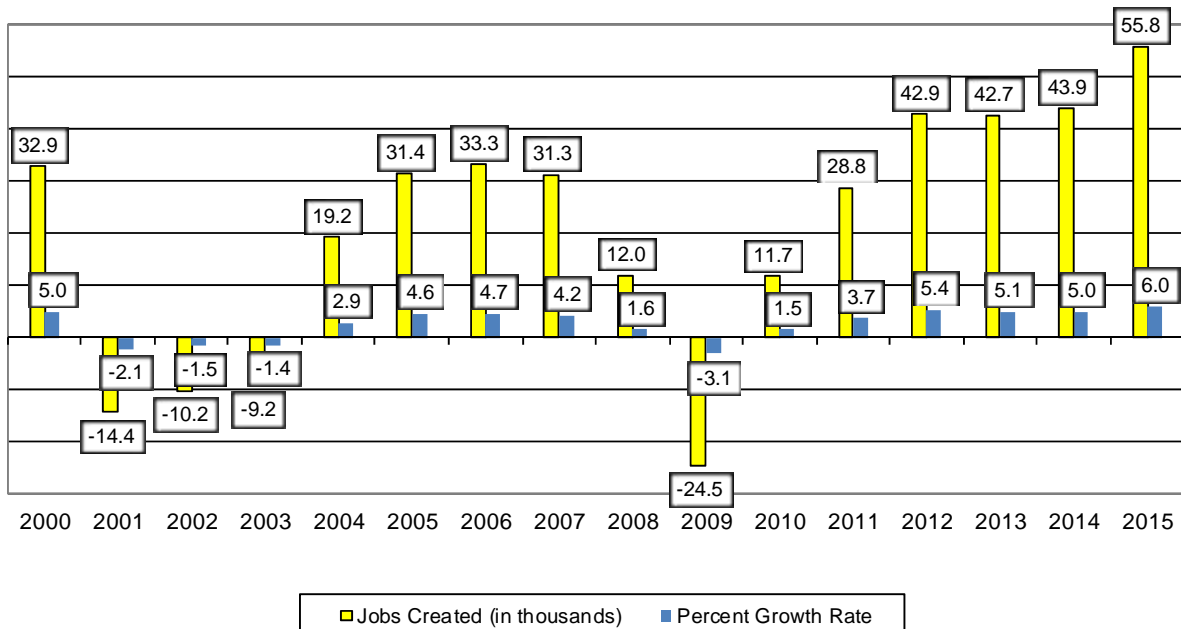
Employment trends are summarized below⁶

Civilian Labor Force & Unemployment Rate					
Austin MSA 1995 - 2015					
Year	TLF	Emp	% Chg Emp	Unemp	% Unemp
1995	624,269	607,487		16,782	2.7%
1996	639,320	620,329	2.1%	18,991	3.0%
1997	658,460	641,180	3.4%	17,280	2.6%
1998	691,908	676,526	5.5%	15,382	2.2%
1999	718,053	703,917	4.0%	14,136	2.0%
2000	755,177	743,072	5.6%	12,105	1.6%
2001	759,100	723,900	-2.6%	35,200	4.6%
2002	772,800	734,400	1.5%	38,400	5.0%
2003	770,800	733,900	-0.1%	36,900	4.8%
2004	779,800	748,600	2.0%	31,200	4.0%
2005	814,100	782,700	4.6%	31,400	3.9%
2006	843,900	816,100	4.3%	27,800	3.3%
2007	855,000	824,200	1.0%	30,800	3.6%
2008	873,100	827,600	0.4%	45,500	5.2%
2009	892,700	830,000	0.3%	62,700	7.0%
2010	902,600	840,500	1.3%	62,100	6.9%
2011	939,200	882,100	4.9%	57,100	6.1%
2012	972,300	923,200	4.7%	49,100	5.0%
2013	1,016,100	970,400	5.1%	45,700	4.5%
2014	1,052,100	1,016,700	4.8%	35,400	3.4%
2015	1,083,500	1,050,800	3.4%	32,700	3.0%

TLF: Total Civilian Labor Force; Emp: Total Employment; % Chg Emp: Percent Change in Total Employment; Unemp: Total Number Unemployed; % Unemp: Unemployment Rate.

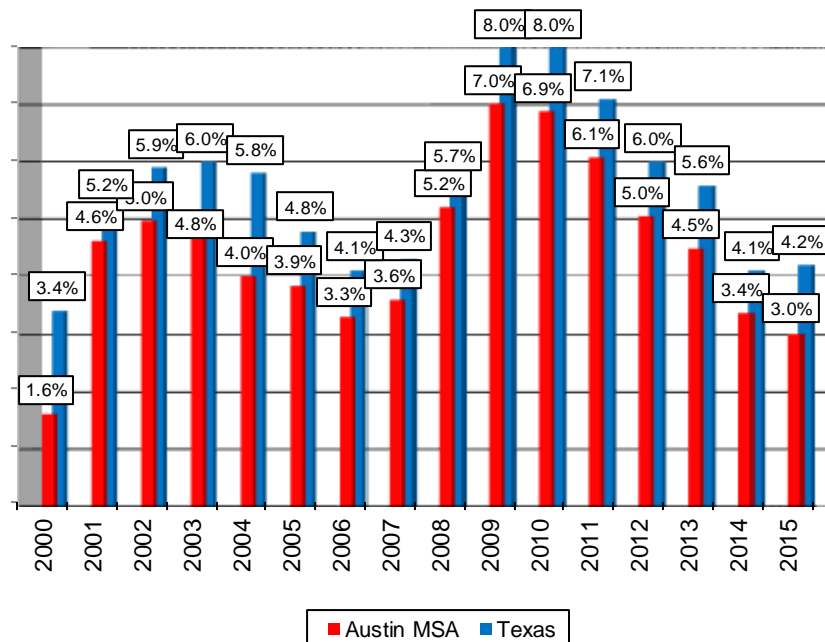


NON-AGRICULTURAL JOBS CREATED & PERCENT GROWTH Austin MSA, 2000-2015 (Texas Workforce Commission)



The local unemployment rate, as compared with that of the state, is represented in the following graph.

UNEMPLOYMENT RATE AUSTIN MSA AND TEXAS (Texas Workforce Commission)



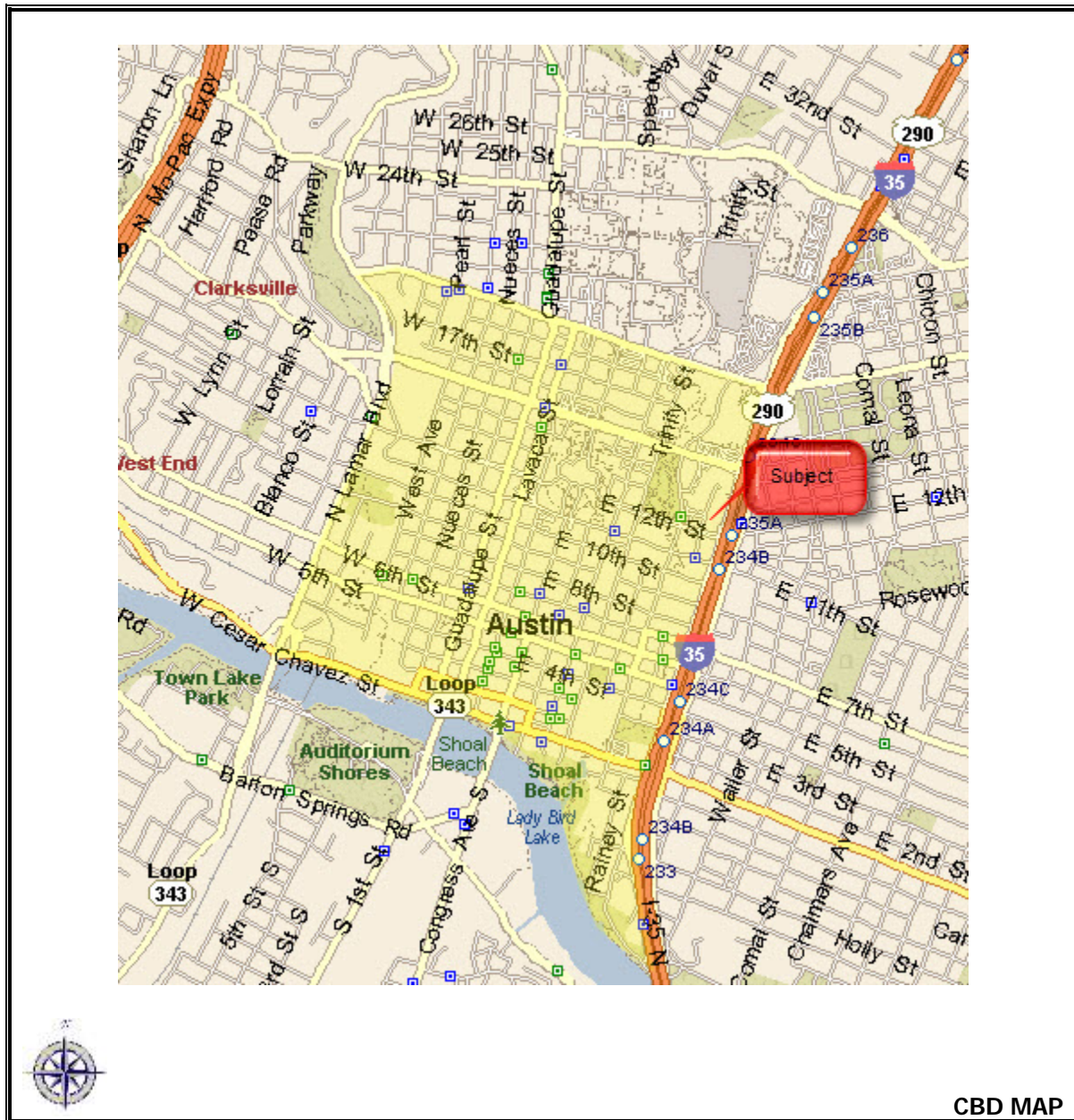
Major Employers

The major employers in Austin are primarily in the government, education and high-tech sectors. Following is a table showing some of Austin's major employers, as provided by the Austin Chamber of Commerce.

Major Employers		
Company	Business Focus	Employees
State of Texas	State Government	65,491
Dell Computer Corporation	Computer Systems	17,000
University of Texas at Austin	Higher Education, Research and Public Service	14,104
Austin Independent School District	Public Education	10,610
City of Austin	City Government	10,000
Seton Health Care Network	Health Care	6,743
IBM Corporation	Electronic circuit cards, hardware and software for personal systems and advanced workstations	6,300
St. David's Healthcare Partnership	Health Care	6,219
Round Rock Independent School District	Public Education	5,175
Freescall Conductor	Embedded processing solutions	5,000
IRS/ Austin Center	Regional processing center for federal income tax returns	4,500

SUMMARY

With a trailing year 6.2% non-agricultural employment growth, Austin continues to fare better than most cities in the nation. The 6.0% 2015 job growth was higher than in any year since 1999, and reflects a robust economy.

NEIGHBORHOOD ANALYSIS

The market boundaries for commerce are generally IH-35 to the east, MoPac Expressway (Loop 1) to the west, 38th Street to the north, and Ladybird Lake to the south. IH-35 and MoPac Expressway are the primary north-south highways extending through the City of Austin. Other primary highway linkages include US 183, US 290, and SH 45. Secondary access in the area is generally via East 6th Street, East 12th Street and other east-west thoroughfares, as well as Red River Street, San Jacinto, and Congress Avenue and other north-south thoroughfares. Public transportation is provided throughout the area by Capital Metro.

The subject property is located in the northeast sector of the CBD, approximately one-fourth mile east of the State Capitol Complex and one-fourth mile south of the University of Texas campus. The predominant uses in this area are high-density office and civic uses. That area has historically lagged behind much of the CBD with respect to quality and density of development. However, a number of historic projects are underway and planned that will have profound impacts on that area of the CBD, the entire CBD, and the City of Austin. The most notable are as follows:

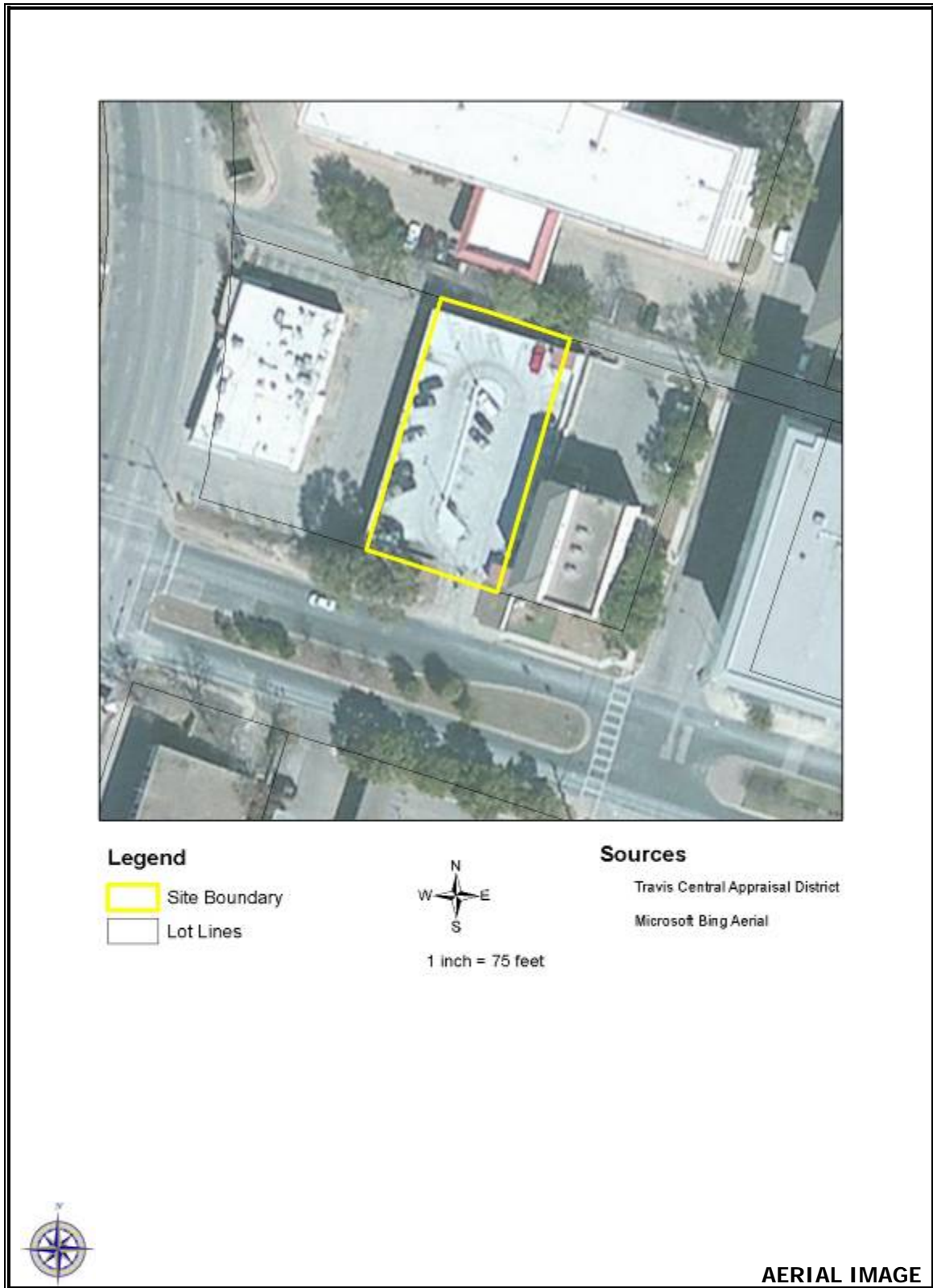
- 1) The creation of the Dell Medical School at The University of Texas at Austin, which opened mid 2016 to its first 50 students.
- 2) The construction of the Dell Seton Medical Center at The University of Texas, a 211 bed teaching hospital, which is underway and expected to be completed mid 2017.
- 3) The redevelopment of Central Health's Brackenridge Campus, which includes the University Medical Center Brackenridge hospital whose operations will be moved to the new teaching hospital.
- 4) The creation of the University of Texas Medical District located across 15th Street to the north of the Brackenridge campus, which will encompass the medical school, teaching hospital and other healthcare facilities.
- 5) Future development of an innovation zone south of the Brackenridge Campus, which will be a catalyst for innovation and collaboration that supports advancement in health-related research.
- 6) The completion of the Waller Creek Tunnel Project that will remove over 28 acres of downtown property along Waller Creek from the 100-year floodplain.

Substantial changes to the northeast sector of the neighborhood are occurring today as related to the medical school and teaching hospital. The Central Health Brackenridge Campus Master Plan describes near term changes to be associated mainly with the demolition of the main tower of the hospital and subsequent transfer of operations to the teaching hospital. The overall redevelopment of the campus is expected to take 15 to 25 years.

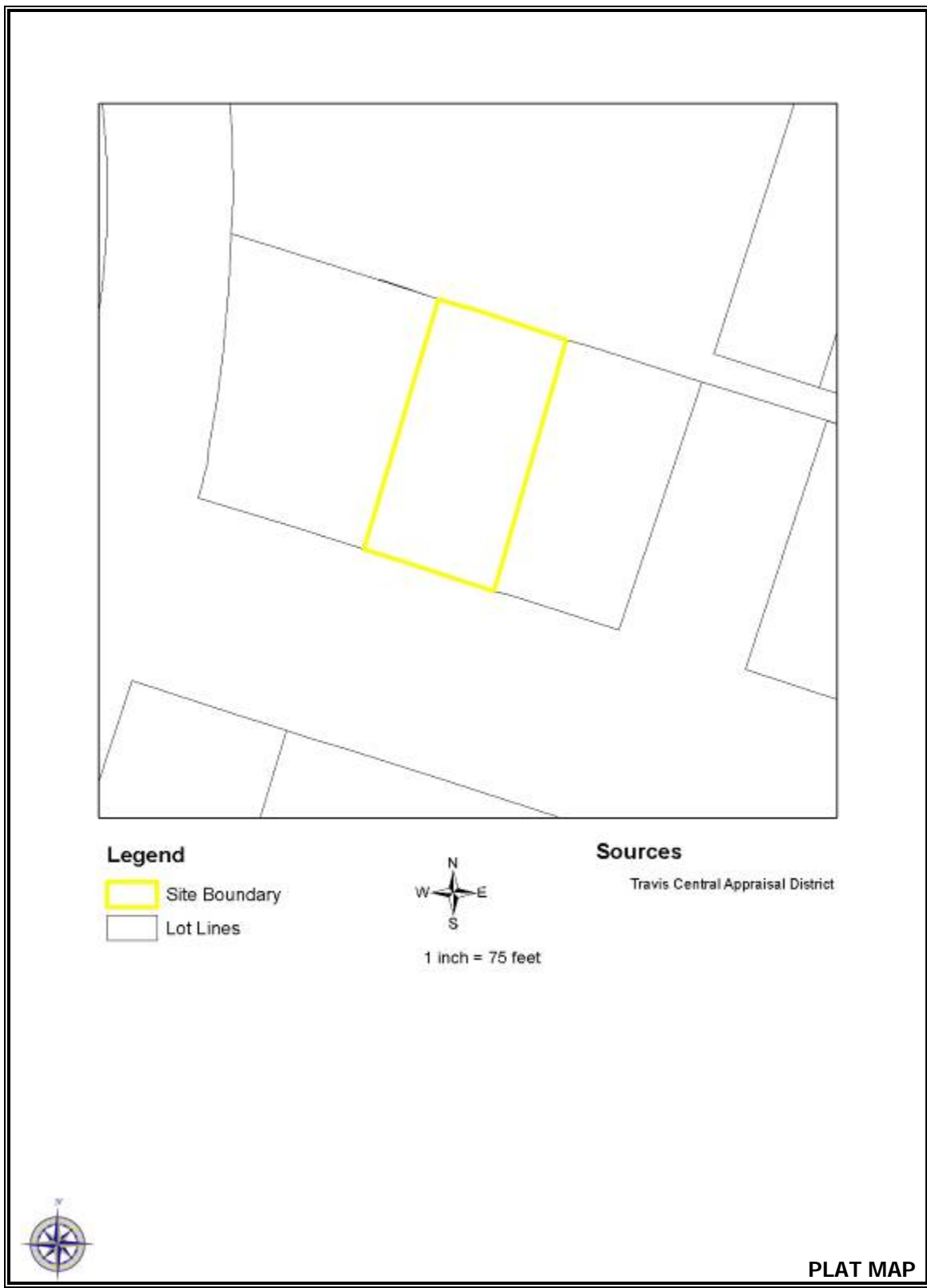
Redevelopment tracts that have sold recently in the CBD have been intended predominantly for high-rise mixed-use development, with ground floor retail and an emphasis on multi-family development on upper floors. Vacant tracts available for re-development in the CBD have been scarce.

The most notable employers within and near the neighborhood include the University of Texas, the State of Texas, and a wide range of private employers within numerous offices in the CBD.

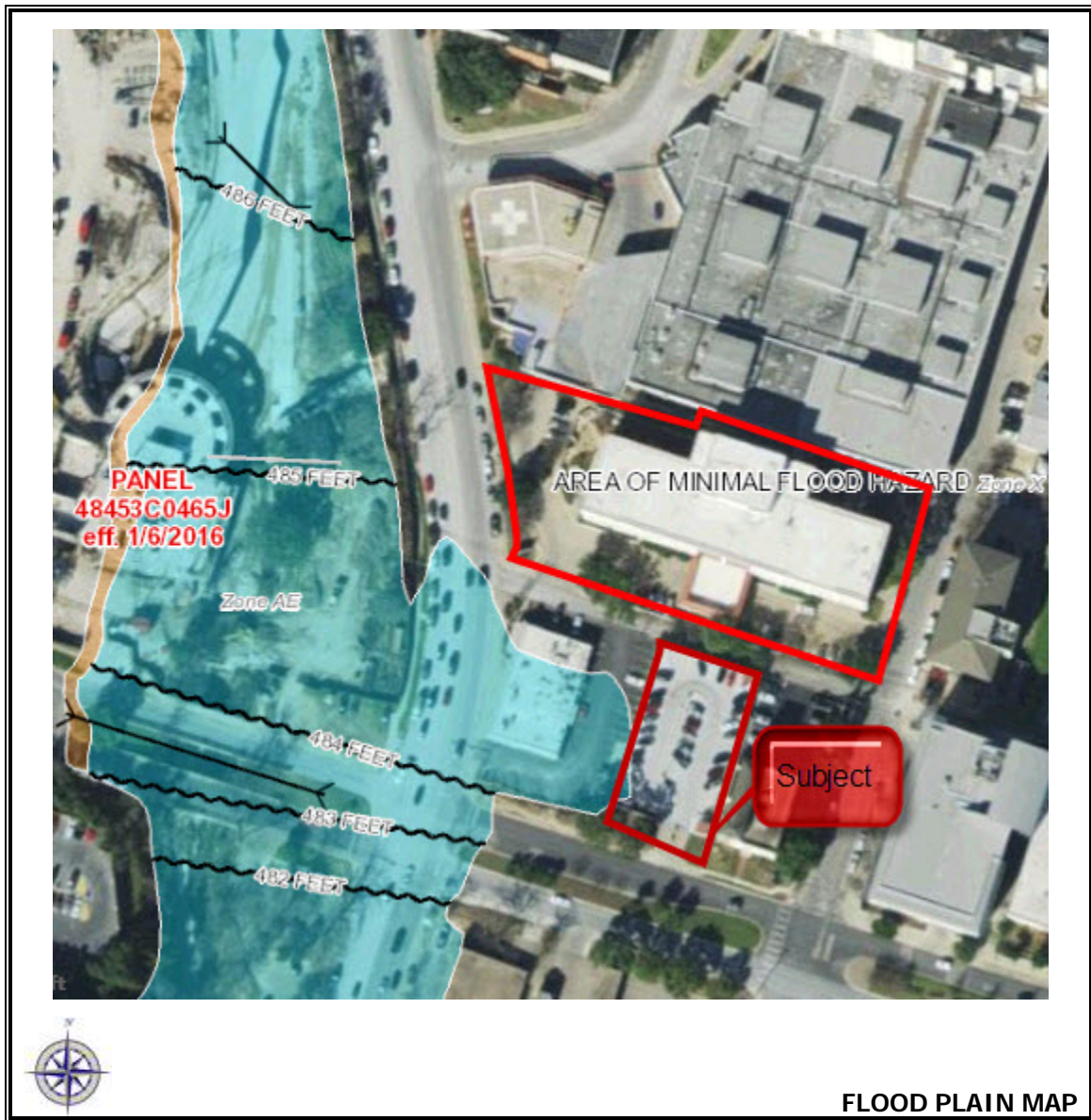
Educational needs are served primarily by the Austin Independent School District and the University of Texas. Public services, such as police, fire protection, and emergency medical services are provided by the City of Austin and Travis County. Electric utility services are provided by Austin Energy. Water and wastewater services are provided by the City of Austin.

SITE DESCRIPTION AND ANALYSIS

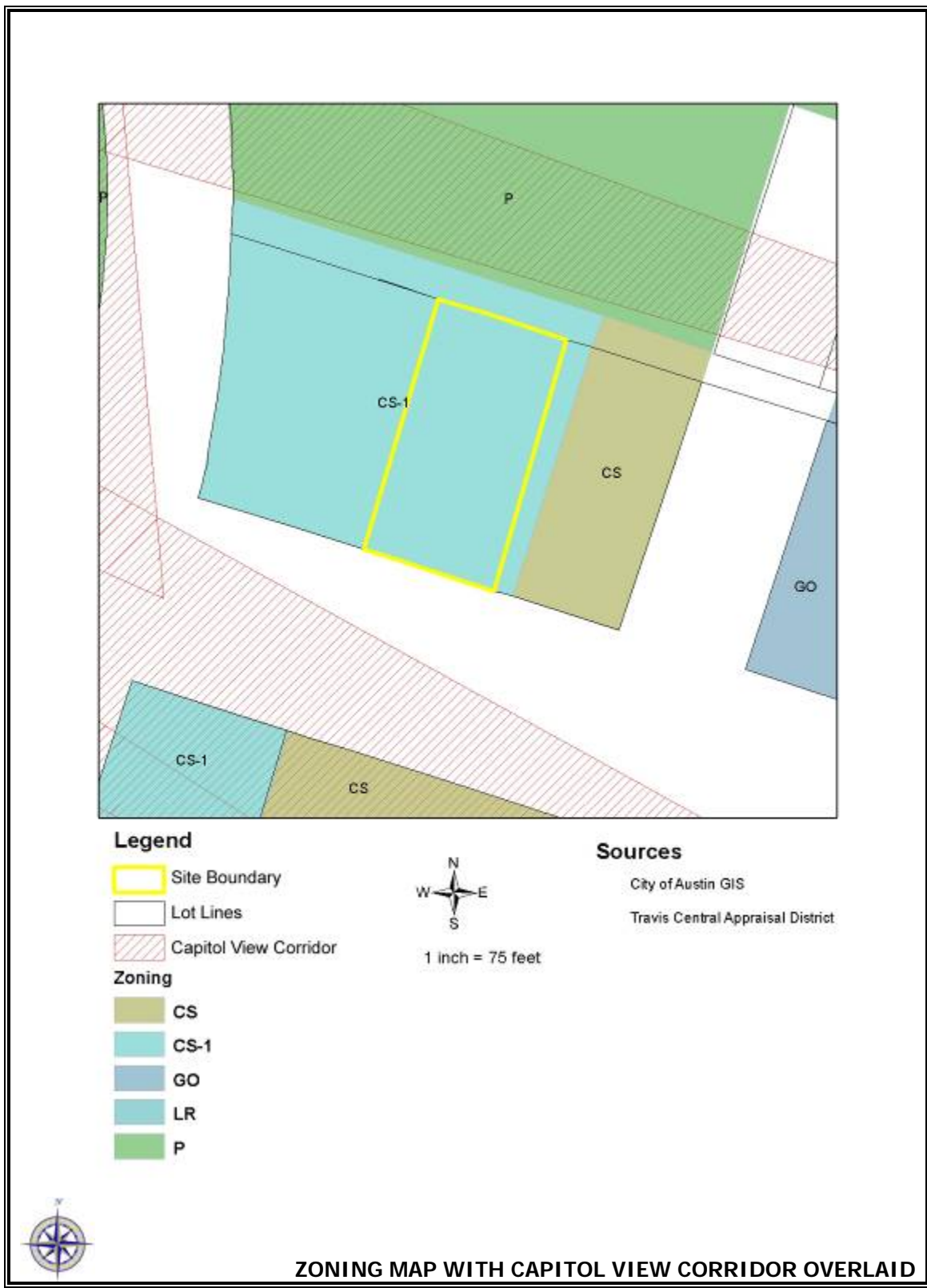
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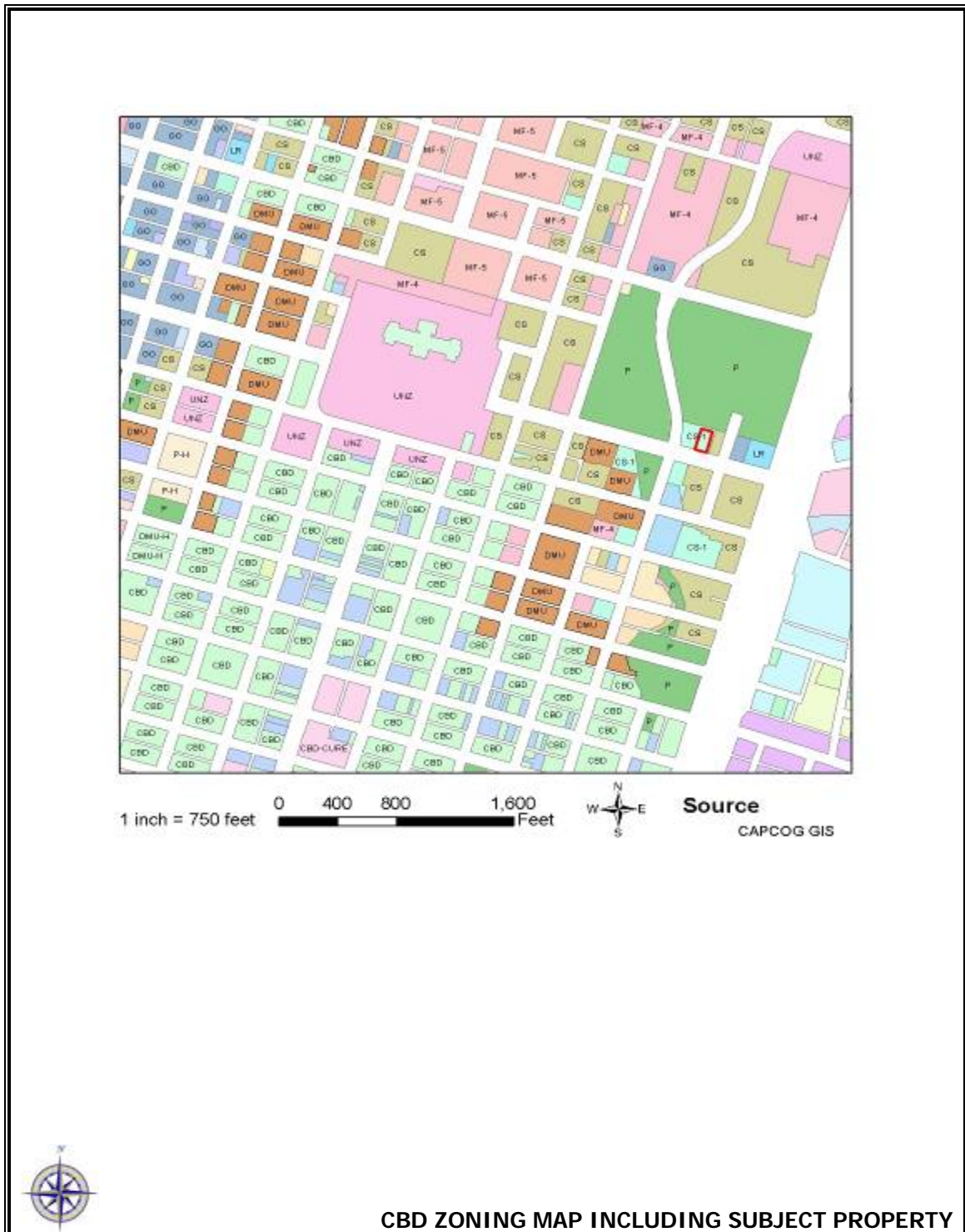
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Source: Austin GIS



Source: Austin GIS



Location:	606 East 12th Street, Austin, Travis County, Texas 78701	
Map Reference:	Mapsco Map Page 585-T	
Gross Site Area:	±0.349 acres (±15,202 SF)	
Shape:	Rectangular	
Frontage and Roadway Design:	±94 feet	East 12th Street, a median-divided primary thoroughfare that traverses the area in an east-west direction with two lanes in each direction and no on-street parking
	±95 feet	An alley that traverses the area in an east-west direction with one lane in each direction and no on-street parking
Access/Visibility:	Accessible via East 12th Street and an alley on the west side. Visibility is good.	
Subsoil Conditions and Drainage:	An engineering study to determine the soil and subsoil conditions was not provided. The soil and subsoil conditions are assumed to be typical of those found in this area. We are not qualified to render an opinion as to the quality of the soils or feasibility for development. Upon inspection of the subject and surrounding improvements, soil conditions appear adequate to support development of the subject property with adequate engineering. The opinions of value stated herein are contingent upon the soils providing a stable base for improvements.	
Topography:	Moderate downward sloping to the west	
Floodplain:	The FEMA flood hazard map, 48453C0465J for the City of Austin, Travis County, Texas dated January 6, 2016, indicates that less than 5% of the site is within the delineated 100-year flood plain of Waller Creek, which is concentrated at the southwest corner of the site.	
Environmental/Toxic Waste:	We were not provided an environmental site assessment for the subject, and we did not observe during our inspection any evidence of recognized environmental conditions such as hazardous waste and/or toxic materials. We have no knowledge of the existence of any such substances on the property; however, we are not qualified to detect hazardous waste and/or toxic materials. An expert in these fields should be consulted for opinions on these matters. The appraisal is predicated on the assumption that no environmental hazards or special resources exist within or on the subject property.	
Utilities:	All utilities are either available or in use at the site.	
Political Boundaries:	City of Austin, Travis County, State of Texas	

Zoning: CS-1; Commercial-Liquor Sales with the following zoning overlays: Neighborhood Planning Area (Downtown) and Residential Design Standards; City of Austin.

The Commercial Liquor Sales district is intended predominantly for commercial and industrial activities of a service nature having operating characteristics or traffic service requirements generally incompatible with residential environments, and it also includes liquor sales as a permitted use.

The current zoning would continue to apply as long as the property is in its current use. In the event of re-development, re-zoning would be required. Re-zoning the subject has not previously been pursued. Parcels closest to the subject are currently zoned a mix of CBD, DMU, P, CS, GO, and MF. Re-zoning has not been attempted for most of the parcels in this area because many are owned by governmental entities. However, the adjacent tract in the corner of Red River and 12th Street was rezoned to CBD from CS-1 on September 27, 2012 for development of a high rise project with residential units on upper floors and retail/commercial on the lower level. In addition, the floodplain associated with Waller Creek has historically slowed the pace of re-development in this area. That situation is expected to change upon completion of the Waller Creek Tunnel project across the street from the subject.

The CBD zoning designation is a probable zoning change for the subject, which is consistent with the trend in such zoning nearby. The City of Austin has previously reported that there have been city plans to initiate re-zoning of this parcel to CBD. However, the one to two-year time frame for that action has lapsed.

In addition, zoning overlays would modify and restrict the use and site development regulations authorized in the base districts. All requirements are in addition to and supplement land development code requirements. Examples include prohibiting permitted uses authorized in a base district, increasing minimum lot sizes, decreasing FAR, etc.

The Central Urban Renewal District (CURE) applies to an entire site and is a zoning overlay district for the downtown area. The purpose of this zoning district is to provide flexibility and incentives for development within the designated boundaries, including changes to site development standards and waivers from development fees with one application.

Residential Design & Compatibility Standards impact the entire site, as well. This ordinance places additional regulations on single-family structures, two-family structures and duplex structures to limit bulk and volume of residential structures.

The site is also located within the Comprehensive Cultural Resources Zone, which impacts large portions of the central city, including the entire area in which comparable sales data was researched for this appraisal. Because this overlay applies to all of the properties in the subject's competitive market, it does not have a significant impact on value versus the comparable sales data. The *Comprehensive Cultural Resources Zone* includes the CBD, State Capitol complex, University of Texas, and areas as far north as 45th Street, south to Oltorf, west to MoPac, and east to Pleasant Valley.

School District	Austin ISD
Public Services:	The site is within the jurisdiction of the City of Austin and is provided all municipal services, including police, fire, and garbage collection.
Land Use Restrictions:	We were not provided a title policy. A search of the Travis County Deed Records did not reveal any adverse restrictions. We are not aware of any known deed restrictions, either public or private, that would limit the full utilization of the property; however this statement should not be taken as a guarantee or warranty that no such restrictions exist. Deed and title examination by an attorney is recommended should any questions arise regarding restrictions. We have assumed no adverse restrictions exist.
Easements/Encumbrances:	Public records and our inspection did not indicate any adverse easements.
Encroachments:	Encroachments were not noted and it is assumed that the site is free and clear of the same.
Adjacent Properties:	North: Alley with Health South Hospital beyond South: E. 12 th Street with retail and office beyond East: Office with Sabine Street and office beyond West: Retail with Red River Street and Waterloo Park beyond

IMPROVEMENT DESCRIPTION AND ANALYSIS

The subject property is improved with a parking garage. The relevant characteristics of the improvements are summarized as follows.

DESCRIPTION SUMMARY		
Name of Property	HealthSouth Parking Garage	
Property Type	Structured Parking	
Current Occupancy	HealthSouth Rehabilitation Hospital Employees And Vistors	
Number of Buildings	1	
Number of Stories	2	
Gross Building Area	27,292 SF	
Land Area	±0.349 acres	±15,202 SF
Land to Building Ratio	0.557:1	
Floor Area Ratio	1.795:1	
Year of Construction	1997	

Building plans were not provided by the owner, nor were plans available from other sources. The following description is based upon our observations and the best available information.

Exterior Description:

Foundation:	Reinforced concrete slab
Frame/Structure:	Reinforced concrete
Roofing:	Concrete surface roof-top parking
Exterior Walls:	Concrete
Exterior Doors/Windows:	None; entrances are open for vehicle passage
Special Features:	NA

Interior Description

Interior:	The first level interior consists of exposed concrete walls. The second level is open for roof-top parking.
Interior Doors:	None
Ceilings:	Exposed concrete

Lighting: Flush mounted fluorescent lighting

Floor Coverings: Exposed concrete

Equipment and Mechanical Systems

HVAC: None noted

Plumbing: None noted

Electrical: Assumed built to all applicable building codes

Restroom/Bath Features: None noted

Fire Protection: None noted

Security: None noted

Additional/Special Features or Amenities: Both levels have electric entrance and exit barriers and ticketing equipment for vehicle tolling.

Site Improvements – Additional site improvements were not apparent. The parking garage covers the majority of the site such that there is little area available for landscaping or other improvements independent of the garage.

Market Relativity of Improvements

Americans with Disability Act Comments: We are not aware of a specific compliance survey for the property, nor are we qualified to perform one. Should a definitive answer be required, a qualified individual should be engaged to perform these services. The impact of the property's compliance or non-compliance has not been considered in the appraisal.

Condition: Average

Quality of Construction: Average

Functional Utility: Improvements function as intended.

HIGHEST AND BEST USE ANALYSIS**AS IF VACANT**

Highest and best use is defined as "The reasonably probable use that produces the most benefits and highest land value at any given time."

Based on the information presented in the preceding sections of this report, the following analysis considers each of the factors of highest and best use in relation to the subject property. The most pertinent elements are summarized below.

- The size and shape are conducive to a high-density development in the Austin CBD.
- The location along the east side of the CBD in the northeast sector provides for good access to the city's central transportation infrastructure.
- The site is not materially affected by 100-year floodplain.
- There is an existing full set of utilities.
- There are no adverse easements.
- The current and near term land use trends are for high-density mixed-use developments.
- A zoning change from CS-1 to CBD is probable.

On the basis of the above observations, high-density mixed-use development is the most probable use for the subject. Considering all pertinent factors, it is our opinion that the highest and best use of the site is for a high-density mixed-use development to include a combination of office, multi-family and ground-floor retail.

AS IMPROVED

The subject property is improved with a two-level parking garage, which has been dedicated to use by HealthSouth Rehabilitation Hospital Of Austin employees and visitors. However, it is not deed restricted to that use. Therefore, the market value of the subject as an independent economic unit is based upon its highest and best use, as improved, separate from its current use in conjunction with the hospital, that is, as a commercial parking garage.

Commercial parking garages and surface parking lots are common to the neighborhood. Those few that are similar to the subject are viewed mainly by the market as interim uses due to the current trends in the CBD for new high-density developments and increased pricing for such sites, as if vacant. Consequently, the improvements have little or no contributory value.

Support for that conclusion is based upon a comparison of the garage's market value as improved to the market value of the land as if vacant, which is estimated later herein at \$3,420,000. Market value as improved is based upon the income capitalization approach.

This analysis begins with an estimation of potential rental income. Absent any operating history for the subject, we assumed that it can operate as a commercial parking garage where the 62 parking spaces can rent on a monthly contract basis per space.

Our CBD search for contract rental rates produced a limited quantity of information, primarily because of the lack of similar commercial garages proximate to the subject. Monthly contract rents from a sampling of garages and surface parking lots ranged from approximately \$112/space (Brackenridge Parking Garage) to \$227/space (720 Brazos). Parking garages trend to the upper end of the range. Monthly contract rent on

surface parking lots within reasonable distances from the subject range from approximately \$160 to \$200/space. We estimated monthly contract rent for the subject's 32 uncovered upper level spaces at \$160 and the covered lower level at \$170. The availability of parking spaces in the CBD is limited due to high demand, and high monthly rates reflect the very tight market.

Vacancy and collection losses are reported to vary widely and tend to diminish for those parking facilities in locations where there is a mix of users (monthly contract renters and transient customers) such that occupancy can equal or exceed 100%. The subject's location indicates that occupancy and collection losses would be below that level. Therefore, we reconciled vacancy and collection loss at 5%.

Published data and our survey data indicate that parking garage operating expenses range predominantly from 20% to 30% of gross revenue, which excludes taxes. The subject's small size, the lack of the need for an on-site attendant, minimal utilities, and minimal maintenance and repair indicates that operating expenses should be at the lower end of the range. Therefore, we reconciled operating expenses at 20% of gross revenue. Taxes for the subject were estimated at \$38,986 based upon the \$1,710,690 assessment and a tax rate of \$2.278981/\$100 valuation.

On the basis of those parameters, net operating income was estimated as follows:

Net Operating Income Schedule			
Parking Revenue (Upper Level)	\$160/space/mo.	32 Spaces	\$61,440
Parking Revenue (Lower Level)	\$170/space/mo.	30 Spaces	\$61,200
Gross Revenue (PGI)			\$122,640
Vacancy & Collection Loss	5.0%		\$6,132
Effective Gross Income			\$116,508
Less: Operating Expenses	20.0%		\$24,528
Less: Taxes			\$38,986
Net Operating Income			\$52,994

In order to estimate value based upon this approach, we relied on published survey data provided by *RealtyRates.com 2nd Quarter 2016* for special purpose properties. The following table summarizes the data.

Capitalization Rate Survey		
	Overall Rate	
	Range	Average
Special Use Properties (All Types)	5.41% - 17.69%	11.61%

We reconciled a 7% capitalization rate based upon lower expected risks given the high demand for parking in the Austin CBD. On this basis, the market value of the subject property, via the Income Capitalization Approach, is estimated as follows:

Income Capitalization Approach		
\$52,994	÷ 7.00%	= \$757,057

The comparison of the value of the subject, as improved, at \$757,057 to the value, as if vacant, at \$3,420,000 supports the conclusion that the improvements do not have contributory value, and that they represent an interim use.

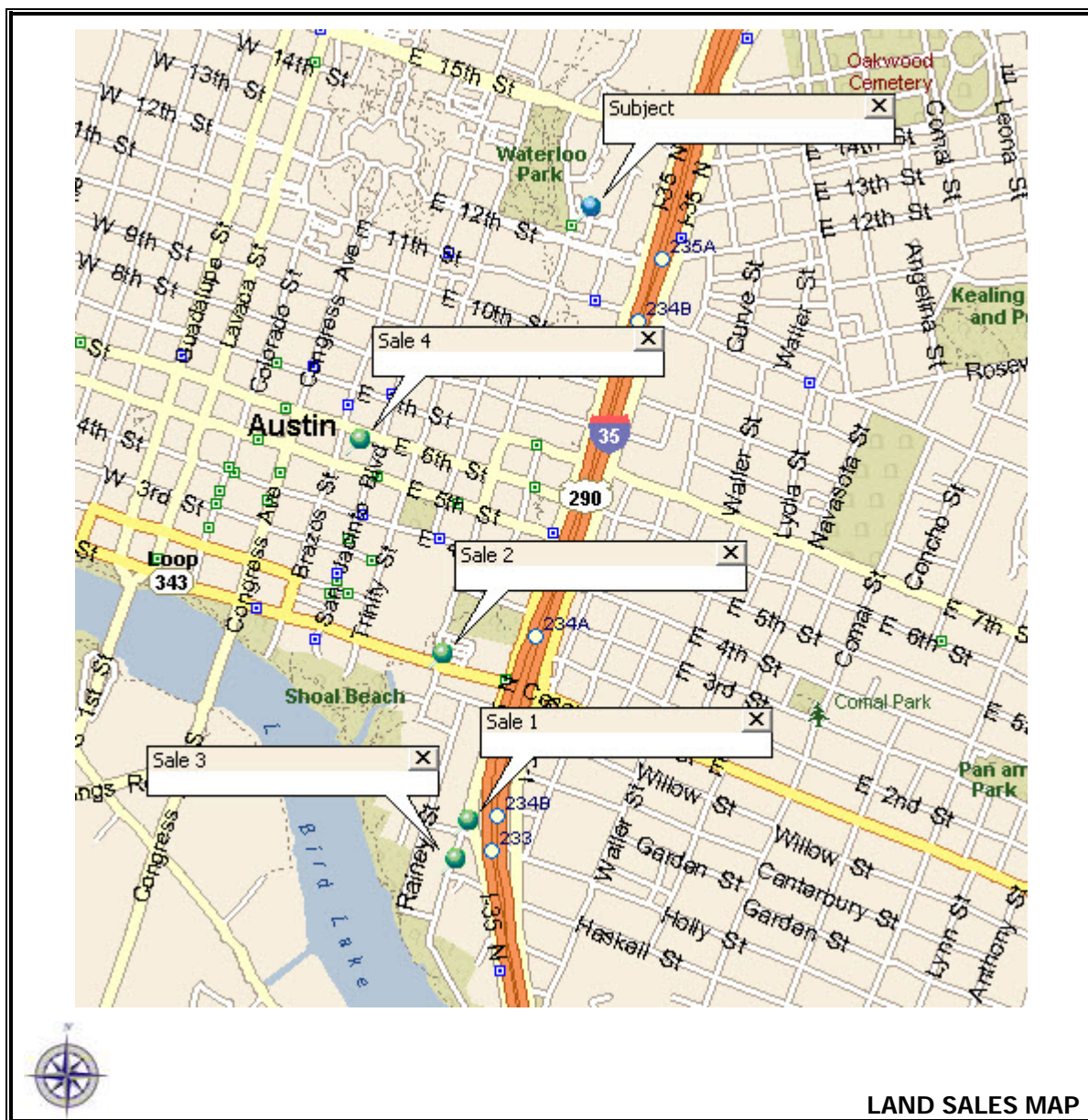
Our review of recent and planned nearby developments, suggests that re-development of the subject site consistent with its highest and best use, as if vacant, should occur within the next three to five years. Given the lead time required to obtain site plan approvals and other development authorizations, we projected a two-year holding period for the subject. On that basis, the highest and best use of the subject, as improved, is continuation of the existing improvements in their current capacity for the next two years.

VALUATION OF THE PROPERTY

SITE VALUATION

The Sales Comparison Approach is utilized to estimate the value of the site. In valuing property via this approach, numerous land sales are gathered and the most comparable are used for comparison. Since properties are seldom identical, the comparable sales must be adjusted to the subject for differences in market conditions, location, and physical characteristics.

We researched the site's market area for sites that had sold or were under contract. Our data search for comparables included investigating Travis County deed records, conversations with local brokers and property owners and a review of sales contained in our database. Detailed descriptions of the sales used to estimate the value of the property follow.



Land Sale No. 1

**Property Identification**

Record ID	3151
Property Type	Land
Property Name	50+56 East Avenue
Address	50+56 East Avenue, Austin, Travis County, Texas 78701
Location	SWC of East Avenue and River Street
Tax ID	190874, 190880
Longitude, Latitude	W-97.738507, N30.257108
MSA	Austin-Round Rock-San Marcos

Sale Data

Grantor	Austin-Travis County Mental Health Mental Retardation
Grantee	WC 56 East Avenue, LLC
Sale Date	February 24, 2015
Deed Book/Page	2015026718 (read July 2016)
Financing	Cash to seller
Date of Inspection	July 2016
Verification	TCAD Support Sales Doc; Other sources: Capitol Mkt Research, Confirmed by CPH

Sale Price	\$8,400,000
Cash Equivalent	\$8,400,000
Adjusted Sale Price	\$8,470,000 (adjusted for demolition cost)

Land Data

Zoning	CBD
Topography	Level
Utilities	All available
Shape	Rectangle

Land Sale No. 1 (Cont.)

Flood Info Not in the flood plain
Current/Intended Use Noncontributory improvements/high rise multi-family

Land Size Information

Gross Land Size 1.1198 Acres or 48,779 SF
Front Footage 128 ft River Street; 380 ft East Avenue; 380 ft Alley;

Indicators

Sale Price/Gross Acre \$7,501,340
Sale Price/Gross SF \$172.21
Adj Sale Price/Gross SF \$173.64 (Demolition cost at \$70,000)

Legal Description

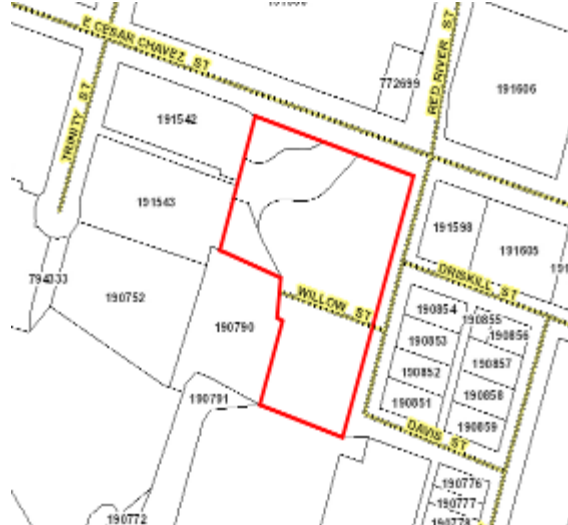
1.1198 acres, more or less, situated in Outlot(s) 73, Division E of the Government Outlots adjoining the Original City of Austin, Travis County, Texas

Remarks

Currently improved with the single-story building used by Austin Travis County MH-MR Center. The cost estimate per square foot to raze the current 14,000 square foot building is \$5.00 (\$70,000 total). Buyer World Class Capital Group plans to develop the site as a high-density project.

Development densities for parcels within the Rainey Street area are affected due to the waterfront overlay associated the Rainey Street area where building heights proximate to southern building lines and have partial height limitations of 60 to 120 feet depending upon development plans.

Land Sale No. 2

**Property Identification**

Record ID	3001
Property Type	Land, Office
Property Name	Waller Park Place Land
Address	92 Red River Street, Austin, Travis County, Texas 78701
Tax ID	190789
Longitude, Latitude	W-97.739650, N30.260590
MSA	Austin-Round Rock-San Marcos

Sale Data

Grantor	Perry Lorenz
Grantee	Waller Creek Land Company LLC
Sale Date	March 19, 2014
Deed Book/Page	2014038815 (read September 2104)
Property Rights	Fee Simple
Financing	Cash to Seller
Date of Inspection	September 2014
Verification	Professional sources, confidential; September 2014, Confirmed by DJE and CRS

Sale Price	\$28,611,000
Cash Equivalent	\$28,611,000

Land Data

Zoning	CBD-CURE
Topography	Generally level
Utilities	All to site
Shape	Rectangular
Flood Info	Not in a floodplain
Current/Intended Use	Noncontributory improvements/mixed use high rise

Land Sale No. 2 (Cont.)**Land Size Information**

Gross Land Size	2.904 Acres or 126,490 SF
Front Footage	Red River Street;

Indicators

Sale Price/Gross Acre	\$9,852,915
Sale Price/Gross SF	\$226.19

Legal Description

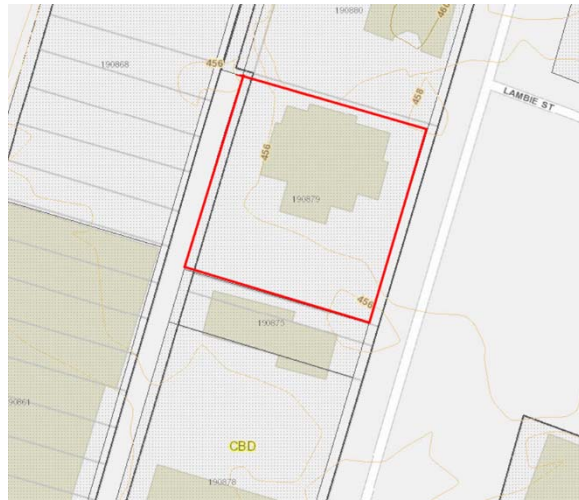
E 193 Ft of Lot 1-2 Block 4 OLT 72-73 Division E Driskill & Rainey Subdivision

Remarks

Intended to be developed as a mixed-use project to be called Waller Park Place. Planned improvements include three high-rise towers consisting of a 338,000 SF office building, a 497,040 SF (374 units) apartment building, and a 420,029 SF (150 hotel rooms / 200 condo units) hotel/condominium building.

Development densities for parcels within the Rainey Street area are affected due to the waterfront overlay associated the Rainey Street area where building heights proximate to southern building lines, Waller Creek, and the Town Lake Condominiums have partial height limitations of 60 to 120 feet depending upon development plans.

Land Sale No. 3

**Property Identification**

Record ID 3243
Address 48 East Avenue, Austin, Travis County, Texas 78701
Location West side East Avenue at Lambie Street
Tax ID 190879
Longitude, Latitude W-97.738842, N30.256474

Sale Data

Grantor 48 East Avenue Partnership
Grantee 48 East Ave LLC
Sale Date July 10, 2014
Deed Book/Page 2014101790 (read July 2016)
Financing Cash to Seller
Date of Inspection July 2016
Verification James Knight; Broker; 512-472-1800, July 06, 2016, Confirmed by MA

Sale Price \$2,850,000
Cash Equivalent \$2,850,000
Adjusted Sale Price \$2,912,930 (\$62,930 Demolition Cost)

Land Data

Zoning CBD
Topography Generally level
Utilities All to site
Shape Rectangular
Flood Info None Noted
Current/Intended Use High-rise mixed-use development

Land Sale No. 3 (Cont.)**Land Size Information**

Gross Land Size 0.4114 Acres or 17,920 SF
Front Footage East Avenue;

Indicators

Sale Price/Gross Acre \$6,927,790
Sale Price/Gross SF \$159.04
Adj. Sale Price/Gross SF \$162.55

Legal Description

Lot A, of ZOPPP Addition, a subdivision in Travis County, Texas according to the plat of record in V 65, P 56, Plat Records Travis County, Texas.

Remarks

In August 2015, the owners of the property submitted a site plan application (Case No. SP-2015-0349C) for a 31-story mixed-use development to be built on the 0.411 AC site. The proposed development includes 11,250 SF of Retail and 256,500 SF of Residential. The 267,750 SF equates to an FAR of 14.99:1. The site is improved with at 12,586 SF building, which has been estimated to cost \$5/SF for demolition. The sale is adjusted upward accordingly.

Development densities for parcels within the Rainey Street area are affected due to the waterfront overlay associated the Rainey Street area where building heights proximate to southern building lines and have partial height limitations of 60 to 120 feet depending upon development plans.

Land Sale No. 4

**Property Identification**

Record ID	2508
Property Type	Land, Commercial
Address	501 Brazos, 212 E 5th, 500 San Jacinto , Austin, Travis County, Texas 78701
Location	Northeast corner of Brazos and 5 th St.
Tax ID	194462, 194463, 194464
MSA	Austin-Round Rock-San Marcos
Market Type	Urban

Sale Data

Grantor	Walton Stacy Development Partners IV, LP
Grantee	6th and Congress Properties, LLC
Sale Date	April 22, 2013
Deed Book/Page	2013072118 (read December 2013)
Property Rights	Fee simple
Conditions of Sale	Typical
Financing	Cash to seller
Date of Inspection	December 2013
Verification	HFF, Stream Realty via CBRE; December 03, 2013; Other sources: Deed, Confirmed by DJE

Sale Price	\$9,548,290
Cash Equivalent	\$9,548,290

Land Data

Zoning	Central Business District, CBD
Topography	Generally level
Utilities	All to site
Shape	Rectangular
Flood Info	Not in flood zone
Current/Intended Use	Noncontributory improvements/high rise mixed use

Land Sale No. 4 (Cont.)**Land Size Information**

Gross Land Size	0.811 Acres or 35,327 SF
Front Footage	276 ft Total Frontage: 128 ft Brazox; 276 ft East 5th; 128 ft San Jacinto

Indicators

Sale Price/Gross Acre	\$11,773,477
Sale Price/Gross SF	\$270.28
Sale Price/Front Foot	\$34,595

Legal Description

Lots 1-6, Block 057, Original City

Remarks

The site was acquired along with the BOA building at 5th and Congress. It has frontage on three streets and is comprised of a half city block. There is no flood plain and the site has no height restrictions. Former improvements, a drive-thru bank, required \$10,000 to demolish, which was added to the purchase price. The buyer intends to build a mixed-use development including a high-rise apartment, hotel, and retail spaces with structured parking.

The following table summarizes the transactions.

LAND SALES SUMMARY									
No.	Property Location	Transaction Type	Date	Zoning	Land Size (Acres)	Utilities	Intended Use	Sale Price	Price per SF
1	50+56 East Avenue	Sale	2/24/2015	CBD	1.1198	All available	High density project	\$8,470,000	\$173.64
2	SWC Red River and Cesar Chavez	Sale	3/19/2014	CBD	2.904	All available	High rise dev. office, apts., hotel, condos	\$28,611,000	\$226.18
3	48 East Avenue	Sale	7/10/2014	CBD	0.4114	All available	High rise mixed-use, retail, res.	\$2,912,930	\$162.55
4	NEC Brazos and E. 5th St	Sale	4/22/2013	CBD	0.811	All available	Mixed-use, apt., hotel, retail, parking	\$9,548,290	\$270.28
Subject	606 East 12th Street	---	---	CS-1	0.349	All available	---	---	---

Compiled by Paul Hornsby and Co.

In analyzing and comparing the market data to the subject property, each comparable was adjusted for dissimilar characteristics. Adjustments were applied as follows:

Property Rights Conveyed

All transactions involved the fee simple estate. No other adjustments are necessary.

Financing Terms

All properties sold on a cash-to-seller basis, and no adjustments are necessary.

Conditions of Sale

All transactions reflected arm's length transactions, and no adjustments are warranted.

Market Conditions

The transactions occurred between April 2013 and February 2015. The Austin commercial market, including the downtown submarket, was improving when these sales transpired. Improvements included rising rents and occupancy, which resulted in increased sales prices. Research indicated that the rate of change was approximately 5% per year during the study period. Sales are adjusted accordingly.

Location/Access

The subject property is in the northeast sector of the CBD, nearly adjacent to University Medical Center Brackenridge and one-fourth mile east of the State Capitol Complex. In addition, there is direct access from 12th Street and an alley on the north side. Office is the predominate nearby use. Substantial locational influence should be expected from the new Dell Medical School, the Dell Seton Hospital, and the redevelopment of the adjacent 13.4 acre Central Health Brackenridge Campus. Therefore, the subject's location is excellent for an office or medical related development with the possibility of ground floor retail. In addition, the subject's direct access from 12th Street and proximity to IH 35 one block east create good access.

All of the comparables are located in the CBD and have suitable access. Sales 1 – 3 are located in the southeast sector where redevelopment has been intense over the last five years. They are rated similar and not adjusted. Sale 4 is located just northwest of Sales 1 – 3 and one block east of Congress Avenue. That



location is rated superior to the subject due to its proximity to the Congress Avenue corridor through the CBD. It is rated superior and adjusted downward.

Size

In most markets, an inverse relationship exists between site size and unit value, with smaller sites selling for more per square foot. The CBD sometimes differs in that larger tracts often have more utility and development potential and sell for more per square foot. Considering the size, shape, and development potential of the subject and the sales, Sales 1 and 2 are rated inferior and adjusted upward. Sales 3 and 4 are rated similar and not adjusted.

Floodplain

Less than 5% of the subject is impacted by floodplain. FEMA mapping delineates a small area of the subject's southwest corner to be within the 100-year floodplain of Waller Creek. However, the completion of the Waller Creek Tunnel Project should eliminate the subject's floodplain exposure. None of the sales are affected by floodplain. Therefore, each sale is rated similar and not adjusted.

Zoning/Entitlements

We have assumed that zoning can be changed from CS-1 to CBD based upon the distribution of such zoning and the change from CS-1 to CBD on the adjacent tract at the corner of Red River and 12th St. and our interview with Jorge Rousselin (City of Austin planner). However, the buyer would be required to bear the associated cost.

The subject's potential development density is not materially affected by probable zoning overlays. However, Sales 1 – 3 are affected by waterfront overlays associated with the Rainey Street area where building heights proximate to southern building lines, Waller Creek, and the Town Lake Condominiums are limited to 60 to 120 feet depending upon development plans. The potential development density for Sale 4 is not similarly affected. On the basis of these comparisons for this aspect of the subject's zoning features, Sales 1 – 3 are rated inferior to the subject, and Sale 4 is rated similar. Considering both the cost of rezoning issue and development density issue, Sales 1 – 3 are overall similar and not adjusted. Sale 4 is rated overall superior due to its lack of the need to be rezoned and lack of the impact from overlays that reduce development potential. Therefore, Sale 4 is adjusted downward.

Utilities

All utilities are available to the subject and each sale. Therefore, adjustments are not applied.

The following summarizes the adjustments.

ADJUSTMENT GRID					
	Subject	1	2	3	4
Transaction Type	---	Sale	Sale	Sale	Sale
Transaction Date	---	2/24/2015	3/19/2014	7/10/2014	4/22/2013
Zoning	CS-1	CBD	CBD	CBD	CBD
Actual Sale Price	---	\$8,470,000	\$28,611,000	\$2,912,930	\$9,548,290
Size (acres)	0.3490	1.120	2.904	0.411	0.811
Unit Price \$/SF		\$173.64	\$226.18	\$162.55	\$270.28
Property Rights		0%	0%	0%	0%
Terms of Sale/Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Market Conditions/Time		+7%	+12%	+10%	+16%
Adjusted \$/SF		\$185.79	\$253.32	\$178.80	\$313.52
Location/Access		0%	0%	0%	-15%
Physical Characteristics					
Size		+5%	+5%	0%	0%
Floodplain		0%	0%	0%	0%
Zoning/Entitlements		0%	0%	0%	-5%
Utilities		0%	0%	0%	0%
Net Adjustment		+5%	5%	0%	-20%
Indicated Unit Value		\$195.08	\$265.99	\$178.80	\$250.82

Conclusion of Land Sales Analysis

The data were analyzed and adjusted, suggesting a unit value for the subject between \$178.80/SF and \$265.99/SF, with a mean and median of \$222.67/SF and \$222.95/SF, respectively. With reliance on the central tendency of data, a value of \$225.00/SF is reconciled.

±0.3490 AC (15,202 SF)	x \$225.00/SF	=	\$ 3,420,450
			Rounded: \$ 3,420,000

MARKET VALUE OPINION SUMMARY

In order to account for the impact of the future need to demolish the improvements and the short-term offset by net operating income over the next several years, the market value of the subject site, as if vacant, was adjusted to account for those factors. The present value of demolition costs was based upon a Marshall Valuation Service unit cost of \$6.23/SF GBA and discounted at 6% (PV of \$1, 2-ys. at 6%). The present value of the net operating income is based upon a 10% discount factor (PV \$1/Period, 2-ys. at 10%). The following table summarizes the calculations necessary to estimate the market value of the subject.

Market Value Less Cost Of Demolition Plus Annual Income	
Market Value Of Subject Site, As If Vacant	\$3,420,000
Parking Garage Size (SF GBA)	27,232
Demolition Cost/SF	\$6.23
Total Demolition Cost	\$169,655
PV \$1, 2-ys at 6%	0.889996
PV Demolition Costs	-\$150,994
Annual Income (NOI)	\$52,994
PV \$1/Period, 2-ys at 10%	1.735537
PV Income Loss	\$91,973
Market Value	\$3,360,979
Rounded	\$3,360,000

Based upon the analyses and data included herein, our opinion of market value of the subject property follows:

MARKET VALUE OPINION			
Appraisal Premise	Interest Appraised	Date of Value	Value Opinion
As Is	Fee Simple Interest	August 18, 2016	\$3,360,000

Compiled by Paul Hornsby and Co.

QUALIFICATIONS OF THE APPRAISERS

QUALIFICATIONS OF PAUL HORNSBY, MAI, SRA



Experience: Since 1980, Mr. Hornsby has been a practicing real estate appraiser with an office in Austin, Texas, specializing in the valuation of complex properties and in support of litigation proceedings. Mr. Hornsby also serves as an arbitrator in real estate disputes.

Mr. Hornsby often serves in the capacity of expert witness in cases involving eminent domain, bankruptcy, general commercial litigation and ad valorem tax appeal. He is qualified as an appraisal expert in numerous county courts, state district courts, Federal District Court, U.S. Bankruptcy Court, and various commissioners' courts and appraisal district review boards. Mr. Hornsby has testified over 700 times in depositions, special commissioner's hearings and trials.

In addition to real property appraisal, Mr. Hornsby provides counseling services and separation of real estate, tangible personal property, and intangible assets. He is the owner of ph Business Advisors, a business valuation firm specializing in the appraisal of business enterprises, partnership interests, and the allocation of tangible and intangible assets. Land planning services are provided by our sister company, alterra design group (www.alterradesigngroup.com) and brokerage services by Hornsby Realty (www.hornsby-realty.com).

Licenses and Designations:

- MAI Designation - Appraisal Institute, Certificate No. 7305
- SRA Designation - Appraisal Institute
- State Certified General Real Estate Appraiser #TX-1321761-G
- Texas Broker License #283369-05

Associations and Activities:

- Board Member, Foundation Appraisers Coalition of Texas
- Mentor, Texas Appraiser Licensing and Certification Board
- Arbitrator in real estate disputes
- Member, International Right of Way Association
- Affiliate Member, Texas Association of Appraisal Districts
- Instructor, Appraisal Institute – Uniform Standards of Professional Appraisal Practice and Business Practices and Ethics
- Appraisal Qualifications Board (AOB) Certified USPAP Instructor
- REALTOR - National Association of Realtors

Education: University of Texas at Austin, B.B.A. Degree in Finance, August 1977

Lectures and
Publications:

- Fee (It Really Is) Simple; Texas Association of Appraisal Districts Conference, 2015
 - Separating Tangible & Intangible Asset Values in a Texas Refinery: A Case Study; Appraisal Institute, 2014
 - Transmission Lines: Acquisition, Valuation and Condemnation, Austin Chapter of the Appraisal Institute and IRWA Chapter 74, 2012
 - Responding to Daubert Challenges, Eminent Domain Conference, CLE® International, 2011
 - Equality and Uniformity-Commercial Properties, Appraisal Review Board, Travis Central Appraisal District, May 2009
 - Appraisal Values in an Unsettled Economy, Graves Dougherty Hearon & Moody – Banking & Real Estate Clients, October, 2008
 - Fee Simple Estate - How Many Sticks in the Bundle?, 22nd Annual Legal Seminar on Ad Valorem Taxation in San Antonio, 2008
 - Real Estate Appraisal Issues and Ethics, Eminent Domain for Attorneys in Texas, 2007
 - Contemporary Appraisal Issues, Central Texas Commercial Property Exchange, 2007
 - Capitalization Theory & Techniques, Chartered Financial Analysts, 2007
 - Material and Substantial Impairment of Access, CLE® International, 2003
 - Fee Simple Versus Leased Fee Valuation: A Study of Appraisal Models, Downtown Austin Alliance, Institute of Real Estate Management, 2001
 - Regulatory Takings, International Right of Way Association, 2000
 - The Schmidt Opinion From the Appraiser's Perspective, Office of the Attorney General, State of Texas, 1993
 - Asbestos Abatement and Lead Paint: Effects on Real Estate Value, Texas Association of Appraisal Districts, 1992
 - The Endangered Species Act and Its Impact on Property Value, Texas Savings and Loan League, 1989
 - Valuation Theory, Real Estate Symposium, University of Texas, 1984
-

QUALIFICATIONS OF CLIFFORD R. SHAW, ASA



Experience: Mr. Shaw has been a senior appraiser at Paul Hornsby & Co. since 1996. Since 1984, Mr. Shaw has been a practicing real estate appraiser in Austin and Dallas, Texas specializing in the valuation of complex commercial properties and in support of litigation proceedings. Assignments for major projects have been performed for the following:

- The Grand Parkway (SH 99), Chambers County
- State Highway 121/State Highway 183 (Airport Freeway) expansion, Dallas/Tarrant County
- State Highway 71/FM 973 expansion, Travis County
- US Highway 183 expansion, Travis County
- US 290 E expansion, Travis County
- Bee Creek Road expansion, Travis County
- IH 45 expansion, Montgomery County
- US 290 expansion, Harris County
- Various transmission line projects throughout Texas for clients including Oncor, Lonestar Transmission, and Lower Colorado River Authority

In addition, positions with several commercial lending institutions were held in the capacity of Asset Manager and Appraisal Coordinator.

Licenses and Designations: ➤ State Certified General Real Estate Appraiser #TX-1322009-G
➤ ASA Designation – American Society of Appraisers, Member No. 7693

Associations and Activities: ➤ Austin Chapter of the Appraisal Institute
➤ Past Secretary, Director, Appraisal Institute, Austin Chapter
➤ San Antonio Chapter of the American Society of Appraisers

Education: *Professional Courses:*
American Institute of Real Estate Appraisers (Successfully Completed):
➤ Course 1BA – Capitalization Theory and techniques, Part A
➤ Course SPP – Standards of Professional Practice.
American Institute of Real Estate Appraisers (Challenged):
➤ Course 1A-1 – Real Estate Appraisal Principles
➤ Course 1A-2 – Basic Valuation Procedures
➤ Course 2BA – Capitalization Theory and Techniques, Part B
➤ Course 2-1 – Case Studies in Real Estate Valuation
➤ Course 2-2 – Valuation Analysis and Report Writing
Appraisal Institute (Completed and Attended):
➤ Course 410 – Standards of Professional Practice, Part A
➤ Course 420 – Standards of Professional Practice, Part B
➤ Course 430 – Standards of Professional Practice, Part C
➤ Course 520 – Highest And Best Use And Market Analysis
➤ Course 530 – Advanced Sales Comparison and Cost Approaches
➤ Course 540 – Report Writing and Valuation Analysis
➤ Comprehensive Exam

Formal Education:

Bachelor of Science, University of Houston (University Park), January 1970, Houston, Texas
Master of Science, University of Houston (Clear Lake), May 1979, Houston, Texas



ADDENDA



OFFICE OF REAL ESTATE SERVICES

P.O. Box 1088, Austin, Texas 78767 (512) 974-7090, Fax (512) 974-7088

July 28, 2016

Mr. Paul Hornsby, MAI, SRA, CRE
Paul Hornsby & Company
7600 N. Capital of Texas Hwy., Bldg. B, Ste. 210
Austin, TX 78731

Project Name: HealthSouth Garage
Property Location: 606 E. 12th Street, Austin, Texas

Dear Mr. Hornsby,

As per our discussion, please proceed on the appraisal assignment regarding the above referenced parcel. The purpose of this appraisal is to develop an opinion of the market value of the fee simple interest in the subject property. The intended use of the appraisal is to assist the City of Austin in its internal decision-making process for the possible negotiations to acquire the whole property. The City of Austin is the client and the intended user(s) of the appraisal report is the City of Austin.

This appraisal assignment should be reported in a Summary Appraisal Report format in compliance with current Uniform Standards of Professional Appraisal Practice (USPAP) and the attached Supplemental Appraisal Requirements for the City of Austin. An unsigned draft report should be provided for my review. Upon approval, please provide *four (4) copies* of the finalized appraisal report.

Please provide an adjustment grid and a brief narrative discussion explaining the amount or degree of adjustments applied to the comparable properties utilized in the market analysis section, if appropriate for this assignment.

A representative for HealthSouth to assist with information for your appraisal assignment is currently unidentified. Contact information will be provided when it is made available. Until further information is provided, an analysis of the improvements will be limited to the best information at the time of the appraisal. Unless otherwise advised, all information in regard to this assignment provided by the City of Austin and HealthSouth is to be considered confidential. Additionally, I can be contacted for assistance regarding available information from the City. A copy of this Notice to Proceed should be included in your report.

The following definition of market value should be used:

"The price which the property would bring when it is offered for sale by one who desires, but is not obligated to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future." (*City of Austin vs. Cannizzo, et al.*, 267 S.W.2d 808,815[1954])

We have agreed on a fee not to exceed \$6,000 and a delivery date of 45 calendar days from the receipt of this Notice to Proceed. No one other than the undersigned is authorized to alter the scope of this assignment. If it becomes apparent during the course of the assignment that the fee will exceed this amount, Real Estate Services is to be notified in writing for written authorization to amend the fee.

Regarding items of an administrative nature, your invoice for requested services and the letter of transmittal should contain the following information:

Address Report to:	Ronald L. Olderog, MAI, SR/WA
Assignment Number:	52-148
File Number:	3111.455.1
Project Name:	HealthSouth Garage
Property Owner:	HealthSouth of Austin, Inc.
TCAD Parcel Number:	02-0805-1117
Legal Description:	Lot 1, Block 143 of the Original City of Austin, Resubdivision of Lot 3 & Pt of Lot 2, Austin, Travis County, Texas

Should you have any questions or need additional information, please contact me at 512-974-7193.

Sincerely,



Ronald L. Olderog, MAI, SR/WA
Office of Real Estate Services

City of Austin Supplemental Appraisal Guidelines

1. Subject property inspections should be arranged within 7 to 10 days of the notice to proceed. If any property/owner issues arise, please contact COA Appraisal staff as soon as possible so that they can be addressed in a timely manner.
2. An on-site inspection of the subject property must be completed, except in cases where access has been denied by the property owner.
3. When providing a fee estimate on a property, analyze if, in your opinion, the improvements will be impacted by the acquisition. If the improvements are considered to be impacted, then a valuation of the property as improved is to be undertaken. If your analysis indicates that the improvements are not impacted, then a valuation of only the land component is a complete appraisal assignment.

The subject of the appraisal assignment is the property interest to be acquired (For example, the proposed easement area and the rights included in the easement represent the subject property for the acquisition of a permanent easement.)

4. All comparable sales must be inspected.
5. Photographs of improved sales and rentals must be included in the report.
6. Plat maps must be included for all comparable sales, as well as the subject property.
7. All comparables must be confirmed in-house.
8. Comparable sale data sheets must include:
 - Name of confirmation source and confirmation date.
 - Inspection date of the comparable sale.
 - The date when the deeds were read.
9. Transactions where the City of Austin, or other condemning authority, is a party are not to be utilized.
10. Appraisers will read all deeds, including deeds pertaining to the comparable sales and the subject property history (3 Years per USPAP for subject only).
11. A brief written description must accompany all adjustments made to the comparable sales as well as an adjustment grid.
12. When contacted by the review appraiser, you will have 7 days to provide a response to the review. Once the draft has been approved, you will have 5 days to provide final reports to COA.
13. SFR Appraisals may use URAR forms with supplemental pages addressing the partial acquisition and additional information.

Health South
606 E 12th

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File No. 01247-63082	Effective Date: August 22, 2016 at 8:00 AM
	Issued September 14, 2016 at 10:35 AM

1. The policy or policies to be issued are:

- (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$
PROPOSED INSURED:
- (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
--ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- (f) OTHER -
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

Healthsouth of Austin, Inc.

4. Legal description of the land:

Lot 1, Block 143, of RESUBDIVISION OF LOT 3 AND A PORTION OF LOT 2, BLOCK 143, ORIGINAL CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 100, Pages 9-10, of the Plat Records of Travis County, Texas.

**STEWART TITLE GUARANTY COMPANY
SCHEDULE B**

File No. 01247-63082

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Volume 100, Pages 9-10, of the Plat Records of Travis County, Texas.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. **(Applies to the Owner's Policy only.)**
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - A. to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays gulfs or oceans, or
 - B. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - C. to filled-in lands, or artificial islands, or
 - D. to statutory water rights, including riparian rights, or
 - E. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area. **(Applies to the Owner's Policy only.)**
5. Standby fees, taxes and assessments by any taxing authority for the year 2016 and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2016 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. **(Applies to the Loan Title Policy Binder on Interim Construction Loan only,** and may be deleted if satisfactory evidence to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. **(Applies to Loan Policy T2 only.)**
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). **(Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only).** Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - A. Rights of parties in possession. **(Owner Title Policy only)**
 - B. A 10' electric easement reserved along the front and rear property lines, as shown on the plat of record in Volume 100, Pages 9-10, of the Plat Records of Travis County, Texas.
 - C. A 10' electric easement reserved adjacent to all street rights of way, as set out on the plat of record in Volume 100, Pages 9-10, of the Plat Records of Travis County, Texas.
 - D. Subject to the terms of a release dated October 25, 1976 executed by Chester C. Buratti and Felicia Buratti Pecora to the City of Austin, concerning damages resulting from any future change in grade requirements, and recorded in Volume 5651, Page 927 of the Deed Records of Travis County, Texas.

**STEWART TITLE GUARANTY COMPANY
SCHEDULE B**

File No. 01247-63082

- E. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- F. All terms, conditions, and provisions of that certain Notice Concerning Construction of Subdivision Improvements filed October 10, 1997 of record in Volume 13038, Page 80 of the Real Property Records of Travis County, Texas.
- G. Loss, cost, damage or expense arising by virtue of supplemental or additional taxes for the year 2015 and prior years being assessed or imposed due to Cause No. D-1-GN-15-003492, City of Austin vs. Travis County Appraisal District, et al.

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Note: Procedural Rule P-27 as provided for in Article 9.39 A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agency may disburse from its Trust Fund Account.
6. In regard to leasehold interests in the subject property, we must be furnished with satisfactory evidence that the tenants have either consented to the conveyance or that they have no rights in the property to be conveyed to the City of Austin, OR we must require that the tenants join in the conveyance. We reserve the right to make additional requirements after reviewing the same.
7. We must be furnished with a Corporate Resolution of Healthsouth of Austin, Inc. in either general or specific form and properly certified by the corporate secretary, authorizing an appropriate officer of the corporation to execute its conveyance to our assured(s). We must also be provided with a Certificate of Good Standing from the Comptroller of Public Accounts of the State of Texas and satisfactory evidence that said corporation is registered with the Secretary of State and is in good standing.
8. This property appears to be located within the boundaries of the Downtown Public Improvement District. Notice must be given to the proposed purchasers in accordance with the provisions of the Texas Water Code.
9. If the Proposed Insured executes a Waiver of Inspection in the approved form, an exception to "Rights of parties in possession" will be contained in the Owner's Policy when issued; however, the Proposed Insured may refuse to execute the Waiver, in which case the Company will require that an inspection be conducted by its agent, for which an inspection fee may be charged, and the Company reserves the right to make additional, particular exceptions in the Policy to matters revealed by the inspection.
10. We must be furnished with a satisfactory Affidavit as to Debts and Liens, executed by the seller/borrower or his/her/their authorized representative at the time of closing. We reserve the right to make additional requirements on

SCHEDULE C

the basis of this Affidavit.

11. You may request amendment of the Area and Boundary Exception to read "Shortages in Area". The Texas Title Insurance Information portion of the Commitment for Title Insurance advises you that your Policy will insure you against loss because of non-excepted discrepancies or conflicts in boundary lines, encroachments, or protrusions, or overlapping of improvements if you pay an additional five percent (5%) premium of the Basic Rate for T-1R Residential Owner Policy coverage, or fifteen percent (15%) premium of the Basic Rate for T-1 Non-Residential Owner Policy coverage, and if we are provided with a satisfactory survey, pursuant to Procedural Rule P2.
12. Your Owner's Title Policy will contain this coverage and you will be charged the appropriate additional premium unless, on or before the date of closing, you advise the company in writing that you wish to decline this additional coverage.
13. The Texas Department of Insurance has approved a new Restrictions, Encroachments, Minerals Endorsement, T-19.1, to be available on Owner's Title Policies. This coverage was previously only available on Loan Policies. The T-19.1 Endorsement affords insurance against any previous violation of restrictions affecting the subject property, all rights of first refusal, all reversionary rights and any damage to the property due to future damages to the improvements because of an existing right to extract or develop minerals.
14. Your Owner's Title Policy will contain this coverage and you will be charged the appropriate premium unless, on or before the closing, you advise the company, in writing, that you wish to decline this additional coverage.
15. We will require a Premium of \$5.00 be collected for the Standard Tax Exception "Company insures that standby fees, taxes, and assessments by any taxing authority for the year 2016 are not yet due and payable." (Loan Policy Only).
16. FOR INFORMATIONAL PURPOSES ONLY: The following conveyances involving the subject property were recorded within the last 24 months: None.
17. NOTE TO BUYER: Any tract of land that is not a full, legally subdivided lot may be subject to a requirement of filing a new subdivision plat prior to any construction or improvement permit being issued. If applicable to this transaction, purchasers should contact the appropriate authority to confirm their property's status and their ability to use the property for their intended purposes.
18. At its meeting on January 27, 2016, the Board of Directors of the Texas Title Insurance Guaranty Association (TTIGA) voted to increase the policy guaranty fee from zero to \$3.00 effective April 1, 2016. The guaranty fee will be \$3 for each owner's title policy and \$3 for each loan title policy sold, and title agents will be required to remit and report this quarterly to the TTIGA. We will require that a Premium of \$3.00 per policy be collected at closing and remitted to the Title Company.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

03
Parcel numbers 02-0805-1601-0000; 02-0805-1601-0002
02-0805-1601-0100

Prepared by the State Bar of Texas for use by lawyers only.

Revised 10-85.

© 1985 by the State Bar of Texas

PARCEL NOS. 020805111 70000
705 19550000000
02080516010000

SPECIAL WARRANTY DEED

FILM CODE

00005264202

Date: January 3, 1994

Inc.

Grantor: REHABILITATION FACILITY AT AUSTIN/ a Texas corporation, formerly known as
R.H.S.O. AUSTIN, INC., a Texas corporation

Grantor's Mailing Address (including county):

c/o NATIONAL MEDICAL ENTERPRISES, INC.

2700 COLORADO AVENUE

SANTA MONICA, CALIFORNIA 90404

Grantee: ATTENTION: RICHARD SILVER, ESQ.

HEALTHSOUTH OF AUSTIN, INC., a Delaware corporation

8:15 AM 9326

13.00 INDX
2 3 03/15/95

8:15 AM 9326

5.00 RECH
2 3 03/15/95

Grantee's Mailing Address (including county):

c/o HEALTHSOUTH REHABILITATION CORPORATION

TWO PERIMETER PARK SOUTH

BIRMINGHAM, ALABAMA 35243

8:15 AM 9326

1.00 SEC
2 3 03/15/95
28.30-CHK4

Consideration:

Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration,
the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

See Exhibit "A" attached hereto and incorporated herein by this reference.

Reservations from and Exceptions to Conveyance and Warranty:

All easements, rights of way, covenants, conditions and restrictions, and other
matters of record or visible and apparent with respect to the property described
herein.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells,
and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to
have and hold it to Grantee. Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor
and Grantor's heirs, executors, administrators, and successors to warrant title to the property and to
defend the property against the lawful claims of all persons claiming by, through
or under Grantor.

REAL PROPERTY RECORDS
TRANS COUNTY TEXAS

When the context requires, singular nouns and pronouns include the plural.

12394 1462

Attested By:

Secretary

REHABILITATION FACILITY AT AUSTIN, INC.,
a Texas corporation, formerly known as
R.H.S.C. AUSTIN, INC., a Texas corporation

By:

Its:

Printed Name: Raymond L. Morrison

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____

Notary Public, State of Texas
Notary's name (printed): _____

Notary's commission expires: _____

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____
of _____
a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed): _____

Notary's commission expires: _____

AFTER RECORDING RETURN TO:

HASKELL, SLAUGHTER, YOUNG & JOHNSTON
1200 AmSouth/Harbert Plaza
1901 Sixth Avenue
Birmingham, Alabama 35203
Attn: J. Brooke Johnston, Esq.

CHARGE TO: Gracy Title Company

PREPARED IN THE LAW OFFICE OF:

GIBSON, DUNN & CRUTCHER
333 South Grand Avenue
Los Angeles, California 90071
Attn: Seeley Ann Brooks, Esq.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12394 1463

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

On January 3, 1994, before me, Sharon Meyberg,
a Notary Public in and for said State, personally appeared

Raymond L. Mathiasen
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

Sharon Meyberg

(SEAL)



My commission expires: 4-25-94

STATE OF CALIFORNIA)
) SS:
COUNTY OF LOS ANGELES)

On January _____, 1994, before me,
a Notary Public in and for said State, personally appeared

personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the
instrument.

WITNESS my hand and official seal.

(SEAL)

My commission expires: _____

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

EXHIBIT "A"

93093489

0.349 of an acre of land being all of Lot 3, and the East 23 feet of Lot 2, Block 143, Original City of Austin, Travis County, Texas according to the map or plat on file in the General Land Office of the State of Texas, and being same land conveyed from Ann L. Parsons Buratti, individually and as Independent Executrix of the Estate of Chester C. Buratti to R.H.S.C. Austin, Inc., a Texas Corporation by Deed dated July 23, 1990 and recorded in Volume 11240, Page 926 of the Real Property Records of Travis County, Texas, and also being 0.011 of an acre of land out of Lot 2, Block 143, and being the same land conveyed by Ann L. Parsons Buratti, Individually and as Independent Executrix of the Estate of Chester C. Buratti to R.H.S.C. Austin, Inc., a Texas Corporation by Quitclaim Deed, dated July 23, 1990 and recorded in Volume 11240, Pages 922-925 of the Real Property Records of Travis County, Texas. Said 0.349 of an acre of land being more particularly described as follows:

BEGINNING at a found 1/2" iron pin at the Northeast corner of this parcel and said Lot 3, Block 143 and being in the South Right of Way Line of East 12th Street Alley, and being the following courses from a found chiseled "+" in concrete at the Southeast corner of Lot 5, Block 143, same being at the intersection of the North Right of Way Line of Sabine Street;

North 71 degrees 09 minutes 00 seconds West, (said bearing being a reference bearing for all bearings in this description) a distance of 69.28 feet to an angle point; and

South 18 degrees 59 minutes 37 seconds West, a distance of 20.49 feet to said found 1/2" iron pin;

THENCE South 18 degrees 59 minutes 37 seconds West, a distance of 160.24 feet along the East line of this parcel and said Lot 3, and the West line of Lot 4, Block 143, to a found 1/2" iron pin in the North Right of Way Line of East 12th Street for the Southeast corner of this parcel and Lot 3;

THENCE North 71 degrees 09 minutes 00 seconds West a distance of 94.95 feet along the South line of this parcel and said Lot 3 on a portion of said Lot 2 and the North Right of Way Line of East 12th Street to a found 3/4" iron pipe being the Southwest corner of this parcel and said 0.011 of an acre tract;

THENCE North 18 degrees 59 minutes 37 seconds East, a distance of 160.24 feet along the West line of this parcel and said 0.011 of an acre tract to a found cotton spindle in the South Right

Continued on next page

-1-

93093489

of Way Line of East 12th Street Alley and being the Northwest corner of this parcel and said 0.011 of an acre tract:

THENCE South 71 degrees 09 minutes 00 seconds East, a distance of 94.95 feet along the North line of this parcel and a portion of said Lot 2 and all of said Lot 3, Block 143, and the South Right of Way Line of East 12th Street Alley to a found 1/2" iron pin being the POINT OF BEGINNING and containing 0.349 of an acre of land.

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

-2-

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the day and at the place indicated herein by me, and
was duly RECORDED, in the Volume and Page of the
Official Records of Travis County, Texas, on

MAR 15 1995



COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

95 MAR 15 PM 4:16

DANA DE BEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

12394 1466

10-10-97

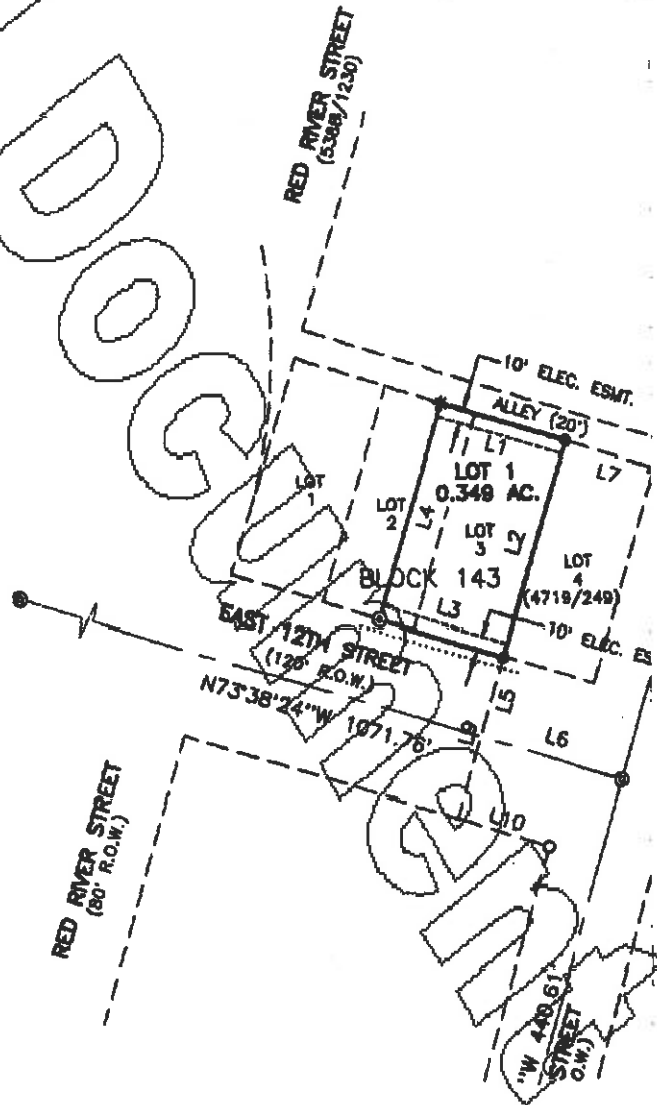
\$56.00

B2983

RESUBDIVISION OF LOT 3 AND A PORTION OF
LOT 2, BLOCK 143 ORIGINAL CITY OF AUSTIN
TRAVIS COUNTY, TEXAS

SCALE IN FEET
100 50 0 100

SCALE: 1" = 100'





Council Question and Answer

Related To

Item #18

Meeting Date

September 29, 2022

Additional Answer Information

Item #18: Authorize the negotiation and execution of a third amendment to the lease agreement with Greater Austin Black Chamber of Commerce, exercising the first of four 10-year options for approximately 1,396 square feet of office space in the building known as the African American Cultural and Heritage Facility located at 912 East 11th Street, effective September 30, 2022, with an annual rental rate of \$1.

COUNCIL MEMBER KELLY'S OFFICE

1) *Why is the rentable square footage being reduced to 1,396?*

The Greater Austin Black Chamber of Commerce leased area in the African American Cultural and Heritage Facility is being reduced by 814 SF in order to facilitate co-occupancy by Six Square (item #19).



Council Question and Answer

Related To

Item #21

Meeting Date

September 29, 2022

Additional Answer Information

Item #21: Authorize negotiation and execution of an exclusive negotiating agreement with TC Austin Acquisitions, LLC for the acquisition and improvements of approximately 18 acres located at 14910 Cameron Road, Austin, Texas and with earnest money in an amount not to exceed \$500,000.

MAYOR PRO TEM ALTER'S OFFICE

1) *What are the future plans for the Todd Lane and Decker Lane sites?*

Todd Lane

The Todd Lane smart-meter site is a leased property. The lease term is for 24 months (5/1/22-4/30/24) with two 1-year extensions. The current schedule for completion of the warehouse is November 2024 so it is anticipated only a 1-yr extension will be needed.

Decker Lane

The AE Executive Team plans to introduce a long-range modernization concept plan for the Decker Property to the City Manager by the end of this calendar year and to Council Members for consideration thereafter. The concept plan will provide an overview of essential phased utility infrastructure improvements critical towards sustaining grid reliability.



Council Question and Answer

Related To

Item #39

Meeting Date

September 29, 2022

Additional Answer Information

Item #39: Approve an ordinance amending City Code Chapter 4-14 related to notices of proposed eviction.

COUNCIL MEMBER KELLY'S OFFICE

1) *Does changing the minimum time period to cure a lease violation to 21 days violate or conflict with any state law? If so, which law(s)?*

There is no conflict nor does the proposed requirement violate state law as state law only addresses notices to vacate. State law requires three days between the notice to vacate and filing of an eviction lawsuit unless the landlord and tenant agree to a shorter time period. This agreement must be in writing and included in the lease. The ordinance, if approved, will require a landlord to provide a notice of proposed eviction that will precede the notice to vacate.

2) *What are the other jurisdictions where the 21-day timeframe is found?*

Virginia allows for 21 days. Other states vary from no opportunity to cure to 30 days. Here is a link that summarizes the state laws across the country. The federal lease addendum requires a 10 day notice. If approved, the ordinance will give every tenant 14 days and, if the tenant contacts the landlord within the 14 days, the tenant will receive an additional 7 days to cure the violation.



Council Question and Answer

Related To

Item #44

Meeting Date

September 29, 2022

Additional Answer Information

Item #44: Approve a resolution authorizing the acceptance of grant funding from the State of Texas, Office of the Governor, Criminal Justice Division to implement the Austin Police Department project entitled First Responder Mental Health Program.

COUNCIL MEMBER FUENTES' OFFICE

1) Please detail what these grant funds will go toward as part of the First Responder Mental Health Program. Are these funds able to go toward staff pay?

This item is being withdrawn.



Council Question and Answer

Related To

Item #48

Meeting Date

September 29, 2022

Additional Answer Information

Item #48: Approve a resolution authorizing the acceptance of grant funding from the State of Texas, Office of the Governor, Criminal Justice Division to implement the Austin Police Department Project Safe Neighborhoods program.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide additional information about the amount of funding that will be used to contract for de-escalation train-the-trainer programming. Please include information on whether that programming has already been identified or, if not, what process will be used to identify the programming for that contract. Please provide additional information on how that will differ or be informed by the Cadet Academy curriculum.*

This item is being withdrawn.



Council Question and Answer

Related To

Item #50

Meeting Date

September 29, 2022

Additional Answer Information

Item #50: Approve an ordinance amending the Fiscal Year 2021-2022 Austin Police Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$164,802 in grant funds from the State of Texas, Office of the Governor, Criminal Justice Division, Rifle-Resistant Body Armor Grant Program for the Rifle Resistant Body Armor Project.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide information about whether this funding was anticipated and accounted for in our budget? How much did our 2022 approve for making body armor purchases for APD?*

Items 46 & 50 (Rifle-Resistant Body Armor Grant Program)

The ordinance to amend the FY22 budget (Item 50) is necessary as the performance period start date is 9/1/2022.

This is the third application for state assistance for the purchase of rifle-resistant body armor.

The first award (\$309,745, 9/1/2020 – 2/28/2022) funded the purchase of 886 hard armor rifle plates for 443 front line officers.

The second award (\$446,540, 9/1/2021 – 8/31/2022) funded the purchase of 1,488 hard armor rifle plates for 744 front line officers.



Council Question and Answer

Related To

Item #51

Meeting Date

September 29, 2022

Additional Answer Information

Item #51: Approve an ordinance amending the Fiscal Year 2021-2022 Austin Police Department Operating Budget Special Revenue Fund (Ordinance No. 20210811-001) to accept and appropriate \$704,355 in grant funds from the State of Texas, Office of the Governor, Criminal Justice Division Evidence Testing Program for the Sexual Assault Evidence Testing Project.

MAYOR PRO TEM ALTER'S OFFICE

1) *Is this an ongoing grant program or is this our first award?*

Items 45 & 51 (Sexual Assault Evidence Testing Project)

The ordinance to amend the FY22 budget (Item 51) is necessary as the performance period start date is 9/1/2022.

A state solicitation for this fund source posted in 2020, 2021 and this year. In 2020, APD received a 1-year award (9/1/2020 – 8/31/2021). Due to COVID related procurement issues, the end date was extended to 8/31/2022 and the City did not submit an application during the 2021 cycle. We are hoping to see annual solicitations for this purpose area as the need continues to increase.



Council Question and Answer

Related To

Item #53

Meeting Date

September 29, 2022

Additional Answer Information

Item #53: Authorize negotiation and execution of an interlocal agreement with the University of Texas at Austin for the Austin Police Department to provide assistance in the planning and execution of street closures and related activities for parades, protests, sporting, and other special events, in an amount not to exceed \$900,000.

COUNCIL MEMBER KELLY'S OFFICE

- 1) *Year-to-date, what is the total amount of APD resources that the University of Texas at Austin has used for special events under the interlocal agreement?*

During FY22, UT was billed approximately \$350,000 for approximately 60 separate events including UT Football games, UT Basketball games, UT Relays, and UT Commencement Ceremonies. These events are billed through APD Special Events as overtime assignments and reimbursed 100% by UT.



Council Question and Answer

Related To

Item #54

Meeting Date

September 29, 2022

Additional Answer Information

Item #54: Authorize negotiation and execution of an interlocal agreement with the Texas Department of Transportation for security services.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide information about whether and how APD will be remunerated for this service. Please provide information about whether and how this service can be provided without disrupting other department staffing priorities.*

APD is reimbursed 100% for this service by TxDOT at the published Officer/Corporal/Detective rate on the approved fee schedule (\$75 for Fy23). APD does not anticipate disruptions to department staffing priorities as this monthly meeting is staffed on a voluntary overtime basis through the Special Events office.



Council Question and Answer

Related To

Item #55

Meeting Date

September 29, 2022

Additional Answer Information

Item #55: Authorize negotiation and execution of an agreement with the Council on At-Risk Youth to provide juvenile delinquency prevention services for an initial 12-month term through August 31, 2023 with three 12-month renewal options, each in an amount not to exceed \$80,000, for a total agreement amount not to exceed \$320,000.

COUNCIL MEMBER KELLY'S OFFICE

1) *What type of services will be provided for at-risk youth?*

Council for At-Risk Youth (CARY) will provide programming focused on helping youth in the 78744 community promote safe schools and safe communities by empowering them with the skills to avoid crime and violence. CARY will implement a Youth Leadership Development (YLD) program that includes opportunities for youth to implement service-learning projects built upon the 40 Developmental Asset Framework (i.e. leadership knowledge, leadership skill building, and leadership in action). CARY will also offer their Aggression Replacement Training (ART) curriculum for youth who need additional support with life skills such as self-confidence, advocacy, and follow-through



Council Question and Answer

Related To

Item #58

Meeting Date

September 29, 2022

Additional Answer Information

Item #58: Authorize negotiation and execution of an agreement with Sunrise Community Church to provide street outreach services for an initial 12-month term beginning October 1, 2022 with four 12-month extension options, each in an amount not to exceed \$150,000, for a total agreement amount not to exceed \$750,000.

MAYOR PRO TEM ALTER'S OFFICE

1) *Please provide a listing and summary of all the City contracts with Sunrise Community Church, including expected deliverables and please detail how they relate to one another.*

Austin Public Health currently has two contracts with Sunrise Community Church

1) Emergency Housing Voucher – Permanent Supportive Housing: \$393,750 for 9/1/2022 – 9/30/2023 term. The goals of the program are to decrease the number of individuals experiencing homelessness in Austin-Travis County, utilize Emergency Vouchers to connect individuals experiencing homelessness to housing, and to increase client housing stability through wrap-around case management and financial assistance.

a. Outcomes

- i. Percent of households that maintain housing due to receiving essential services: 71.88% - goal
 1. Numerator – Number of households receiving services that maintain housing due to receiving essential services – 23 - goal
 2. Denominator – Number of households receiving essential services – 32 – goal
- ii. Percent of individuals referred by coordinated entry to housed: 100% - goal
 1. Numerator – Number of individuals referred to the program from coordinated Entry. – 26 – goal
 2. Denominator – Number of individuals housed in the program – 26 – goal
- iii. Percent of individuals who experience an increase in income, either through work or obtaining benefits: 19.23%
 1. Numerator – Number of individuals in the program who experience an increase in income – 2 – goal
 2. Denominator – Number of individuals housed in the program – 26 – goal

2) Sunrise Community Church- Prevent Violence by Intervention and Education-\$65,000-9/1/2022-9/30/2023 through the Office of Violence Prevention.

a. This project seeks to establish a proof of concept regarding using trauma informed care, de-escalation, conflict mediation and restorative justice practices to reduce conflicts, 9-1-1 calls, enhance safety and wellbeing at the Sunrise Hub location. These services will be provided to individuals who are experiencing homelessness and who have been impacted by crime, violence, and divestment.

i. Goal:

1. Decrease number of 9-1-1 calls for violence prevention or intervention to 0
2. Create safety and immediate wellbeing for staff, clients, and visitors at the Hub location.

ii. Objective:

1. Crisis Intervention: Provide a safe environment by promoting and facilitating restorative justice practices
2. Hire one full-time staff to work with clients daily to provide crisis intervention, de-escalation, and conflict resolution as well as, relationship building, trust, active listening, peer support, life coaching, and navigation
3. Create understanding of trauma and healing at every step of service delivery
4. Create procedures for tracking violent occurrences and 9-1-1 calls with outcomes reported to leadership for annual review.
5. Provide staff training for Crisis Response and Management as well as Non-Violent Crisis Intervention
6. Provide trainings and resources to partner agencies
7. Providing resources for creating viable alternatives to violence, such as behavioral health, etc.
8. Victim-offender mediation

iii. Deliverables include:

1. Project plan including plan for the entire program, job description, how the program will be evaluated
2. Trainings curriculum, # of trainings, partner organizations included, # trained to date
3. Unduplicated clients served and type of services provided, # of 9-1-1 calls; safety metrics
4. Lessons learned, recommendations for safety in homeless outreach.



Council Question and Answer

Related To

Item #59

Meeting Date

September 29, 2022

Additional Answer Information

Item #59: Approve a resolution authorizing the submittal of the Our Future 35: Connecting Equitably Study as a candidate for the Reconnecting Communities Pilot program, administered by the United States Department of Transportation, for funding and planning needs associated with the I-35 Cap and Stitch initiative.

COUNCIL MEMBER KELLY'S OFFICE

1) *Where else in the country have similar programs been implemented?*

Our Future 35 – Austin's Cap and Stitch Program

Cities across the United States have recently undertaken efforts to tunnel or "cap" urban freeways to help reconnect neighborhoods and heal the scars of urban freeway construction in the 1950's and 1960's. A recent count identifies 49 completed, proposed, or in-progress freeway capping projects in 37 U.S. cities. Most of these provide or propose providing park space over the tunneled/sunken freeway.

2) *What were some of the problems with the programs elsewhere in the country?*

While most highway capping projects have received [positive responses](#), there are concerns that the new public amenities these capping projects bring may result in gentrification and displacement pressures. This phenomenon is consistent with the [well-documented experiences](#) of other cities where marquee public infrastructure and parks have aggravated gentrification in surrounding neighborhoods, such as the High Line in NYC and the BeltLine in Atlanta. In cities such as Denver, Dallas, and St. Paul, MN, freeway capping projects have raised concerns that new public amenities on freeway caps may inadvertently harm the adjacent minority neighborhoods by accelerating rent increases and gentrification pressures. In response, many public infrastructure projects across the country have begun to pair proposed civic investments with "[Equitable Development Plans](#)" to help ensure that new infrastructure truly benefits surrounding communities and includes measures to pre-emptively combat potential displacement pressures. Austin's Our Future 35 Program will also partner with community and civic leaders to develop an Equitable Development Plan in conjunction with new cap and stitch design proposals.

3) *What were some of the successes of the programs elsewhere in the country?*

USDOT Reconnecting Communities Pilot Program

The 2021 [Bipartisan Infrastructure Law \(BIL\)](#) established the new [Reconnecting Communities Pilot \(RCP\)](#) discretionary grant program, funded with \$1 billion over the next 5 years. It is the first-ever Federal program dedicated to reconnecting communities that were previously cut off from economic opportunities by transportation infrastructure. As a pilot program in its first cycle of granting awards, the City of Austin will be among the first round of grant recipients implementing this new USDOT program, and is well positioned to do so.

Funding supports planning grants and capital construction grants to restore community connectivity through the removal, retrofit, mitigation, or replacement of highways or other transportation facilities that creates a barrier to community connectivity, including barriers to mobility, access, or economic development. The City is seeking a planning grant at this time to evaluate critical path mobility needs that will arise with the development of new caps and stitches in Central Austin. The funding provided by this grant will ensure that new infrastructure over I-35 connects seamlessly to surrounding cultural and transportation networks. The City is not applying for a construction grant under the RCP program at this time, but is likely to pursue construction funding in future years of the program. If awarded, successfully implementing the planning grant will help position the City for future construction grant funding opportunities. Furthermore, waiting for future grant cycles to pursue construction funding will also provide the new grant program time to identify and address potential issues that may arise in other communities as implementation of the new pilot program moves forward.



Council Question and Answer

Related To

Item #71

Meeting Date

September 29, 2022

Additional Answer Information

Item #71: Conduct a public hearing and consider an ordinance amending Ordinance No. 20220817-005 to set the Fiscal Year 2022-23 Power Supply Adjustments, Community Benefit Charges, and Regulatory Charges for Austin Energy, and make corresponding amendments to the Austin Energy Fiscal Year 2022-23 operating budget in Ordinance No. 20220817-004.

COUNCIL MEMBER KELLY'S OFFICE

1) *What will be the change in the average bill for an Austin Energy customer?*

On a typical residential bill of 860 kWh, the PSA is expected to increase by \$17.55 and the Regulatory Charge by \$2.45 for a total of \$20.00. The Community Benefits Charge will not be impacted by Item 71.



Council Question and Answer

Related To

Item #71

Meeting Date

September 29, 2022

Additional Answer Information

Item #71: Conduct a public hearing and consider an ordinance amending Ordinance No. 20220817-005 to set the Fiscal Year 2022-23 Power Supply Adjustments, Community Benefit Charges, and Regulatory Charges for Austin Energy, and make corresponding amendments to the Austin Energy Fiscal Year 2022-23 operating budget in Ordinance No. 20220817-004.

MAYOR PRO TEM ALTER'S OFFICE

1) *With regard to the proposed changes, please provide available benchmarks or other comparable metrics from the other regions and utilities in Texas, particularly the competitive retailing areas.*

	<u>Avg. kWh*</u>	<u>Bill at Avg. Consumption</u>
Austin Energy (Current)	851	\$ 83.62
Austin Energy (Proposed)	851	118.07
Bluebonnet	1,225	133.95
Georgetown	860	119.02
New Braunfels	1,209	167.10
PEC	1,209	139.48
San Antonio	1,099	145.73
San Marcos	917	88.33
Ambit ONCOR territory	984	243.70
Ambit CenterPoint territory	984	254.88
Direct Energy ONCOR territory	1,096	239.97
Direct Energy CenterPoint territory	1,096	251.37
Veteran Energy	1,236	193.74
Reliant Energy	1,093	272.15

*Average consumption based on CY2020 EIA data.

Rates based on currently available tariffs posted to powertochoose.org and websites.



Council Question and Answer

Related To

Item #83

Meeting Date

September 29, 2022

Additional Answer Information

Item #83: C814-89-0003.02 - 305 S. Congress - Approve second reading of an ordinance amending City Code Title 25 by rezoning property locally known as 305 South Congress Avenue (Lady Bird Lake Watershed). Applicant's Request: To rezone from planned unit development-neighborhood plan (PUD-NP) combining district zoning to planned unit development-neighborhood plan (PUD-NP) combining district zoning, to change conditions of zoning. This ordinance may include waiver of fees, alternative funding methods, modifications of City regulations, and acquisition of property.

COUNCIL MEMBER TOVO'S OFFICE

- 1) *Does a redlined version of the existing PUD ordinance exist, or is this ordinance intended to or is this ordinance intended to replace the existing PUD ordinance in its entirety?*

This Law Dept has clarified this issue with CM Tovo's office. There is a not a redline of the July 28th ord vs. the June 16 version.

- 2) *Please identify any part or subsection in the draft Statesman PUD ordinance where applicant is requesting a fee waiver or other public subsidy.*

Per the PUD ordinance, the applicant will be able to invest required fees in lieu and park development fees into the park. Beyond these credits, the park investments shown in the Conceptual Open Space Plan (p25) appear to suggest the requirement for additional public subsidies.

- 3) *Is there any inundated acreage, ie. land under the surface of Lady Bird Lake, included within the totals for parkland for this project? If so, how much?*

Yes, 0.86 acres of Inundated Land. This will receive 0% park credit.

- 4) *Is there precedent for allowing parcels to be set aside for water quality, flood, or other controls that serve adjacent or nearby development and still count these as dedicated parkland? If so, please identify the section of City code that addresses this situation.*

Yes, there is precedent. Applicants must design drainage/water quality features with PARD approved recreational amenities. They must serve drainage needs of the park as well as any adjacent private development. (14.3.8 A. 2. Land containing a water quality or detention pond may be accepted at 50% per acre credit if the pond is designed and developed with PARD-approved recreational amenities.)

- 5) *The applicant proposes to dedicate 6.53 acres of parkland and another 1.59 acres of plaza, for a total dedication of 8.12 acres of open space.*

- a. *How much of this total acreage includes water quality areas that cannot be developed?*

The total acreage of surface area for drainage and water quality (ponds and rain gardens) has been capped at 0.9 acres.

- b. *How much of the proposed dedicated parkland would, as provided in the draft PUD ordinance, be occupied by the following uses:*

- i. the proposed cistern (below the surface of the park)*
- ii. raingardens serving as water quality controls for the development*
- iii. any other water quality controls required for the proposed development (if there are any water quality control elements other than the cistern and raingardens)*

These acreages are not determined, only the total cap of 0.9 acres for the surface area, which does not include the underground cistern.

- 6) *Please confirm that the trail easement along Ladybird Lake will remain as an alternative path to the boardwalk.*
Yes the trail easement along Ladybird Lake remains as an alternative path to the Boardwalk. The Boardwalk feature appears in the “park plan”.
- 7) How will the public access the trail easement during the period when the site is under construction?
It has not yet been determined how the public will access the trail easement during site construction. In discussion, the applicant has made verbal commitments to reroute the trail so it can stay open during construction- which is consistent with other trail projects.
- 8) Is there any other place along Lady Bird Lake that uses a boardwalk for reasons other than avoiding cliffs, bridge abutments or other features that make it difficult or extremely expensive to keep the trail on land? If so, please identify each of these locations and how they were funded.
As the Parks and Recreation Department understands the situation, existing boardwalk sections were constructed when property owners were unwilling to sell their property or grant easements. Existing boardwalk was financed through transportation bonds. The details of the construction decisions may be better answered by Public Works or the Transportation Department.
- 9) Is the internal plaza or a similar feature required for adequate fire access to the proposed PUD buildings? Is it required for any other development purposes? Is this plaza being counted as “dedicated park land” under the proposed PUD ordinance (and if so, how much)?
The Internal Plaza (also called the Great Steps) is proposed as a Parkland Easement, approximately 0.68 acres, and will receive 50% parkland credit. The fire access issues will be addressed at the time of site plan but at this time staff is not aware of any development purpose for the plaza other than providing access to the parkland, serving as an amenity and pedestrian access to two of the buildings.
- 10) *Please identify how many more units would be provided under the 10% requirement for affordable housing in the ordinance that Council passed on first reading versus the 4% contained in the alternative proposal from Council Member Vela.*
At the 4% level the project would have approximately 55 affordable units. At 100% the project would have approximately 150 affordable units.
- 11) *Did staff use the site’s existing entitlements (ie. the existing PUD) to set the original baseline? If not, please explain staff’s rationale.*
Staff did not use the existing entitlements in determining the recommendation. Rather staff used the recommendation for this tract contained in the South Central Waterfront Vision Plan which calls for 4% affordable housing on this site. In the plan this number attempts to account for the fact that this parcel also has other community benefits such as Barton Springs Rd and the waterfront park that other parcels within the SCW area do not have to provide. Additionally, this is an amendment to an existing PUD that does not trigger Tier 3 requirements.
- 12) *Please calculate and provide the number of affordable housing units and other community benefits that would be required using the existing entitlements as the baseline. Please calculate the number of affordable units based*

on the Planned Unit Development requirement of 10% of the delta (between existing and proposed entitlements) as well as the 4% proposed by the developer.

The existing PUD allows for roughly 600,000 sq ft of development. The proposed development is 3.5 million sq ft. That would equate to an estimated bonus area of 2,900,000. Applying the Tier 3 affordability formula this would mean an estimated 290,000 square foot of affordable rental space and 145,000 square foot of affordable ownership space. The number of units would depend upon the size of each unit. At 1,000 sq ft each that would translate to 290 rental units.

13) Which Water Forward elements do the Statesman developers propose to include or not include?

These are the Water Forward items the applicant has agreed to:

DEMAND MANAGEMENT STRATEGIES

Advanced Metering - The project infrastructure and service to each proposed building will be designed to accept City of Austin Smart Water Meters. If smart meters are unavailable for purchase at the time of initial meter installation, AWU will be required to install the Smart Water Meters when readily available.

Landscape Transformation – The project will install water efficient landscapes to the fullest extent possible additionally landscape proposed will be required to meet the PUD environmental requirements noted in the environmental restoration plan, in the event of conflict the restoration plan shall govern.

Irrigation Efficiency – Provide high efficiency irrigation systems that include advanced irrigation controllers to decrease water consumption by responding to leaks, high pressure, soil moisture, and making flow data accessible.

Alternative Water Use –

Stormwater Harvesting – we are collecting 55,000 cubic feet of stormwater for water quality that will be utilized for irrigation onsite.

Rainwater Harvesting - we are collecting 55,000 cubic feet of stormwater for water quality that will be utilized for irrigation onsite.

Grey water Harvesting - No Greywater is proposed to be collected and reused on site – however the Dual plumbing in the proposed buildings will allow either auxiliary, greywater, or reclaimed water reuse in buildings.

Wastewater Reuse - No wastewater is proposed to be collected and reused on site – however the Dual plumbing in the proposed buildings will allow either auxiliary, greywater, or reclaimed water reuse in buildings.

AC Condensate Reuse - No AC Condensate is proposed to be collected and reused on site – however the Dual plumbing in the proposed buildings will allow either auxiliary, greywater, or reclaimed water reuse in buildings.

WATER SUPPLY STRATEGIES

Direct Non-Potable Reuse (Centralized Reclaimed Water System) – The project will provide an extension of a public reclaimed water main from Riverside and Barton springs road intersection to the development for connection of the buildings to reclaimed water. Additionally Build internal reclaimed services to each building and facilitate looping of distribution reclaimed mains to the south of the project within the Barton Springs Extension. Connection to the Reclaim system is not required until AWU can provide reliable reclaimed service to the city.

Onsite Water Reuse Systems (OWRS) - Greywater or Blackwater – No Greywater or Blackwater systems are proposed by this project. However, if either of these systems are developed as part of the South Central Waterfront Plan, as a project by others, however the Dual plumbing in the proposed buildings will allow either auxiliary, greywater, or reclaimed water reuse in buildings.

Indirect Potable Reuse (IPR) through Lady Bird Lake – NOT IN THE SCOPE OF THIS PROJECT – THIS STRATEGY IS ONLY IMPEMENTED BY AWU IN EXTREME EMERGENCY CONDITIONS. This water source would not change the building design as the water will be delivered to the project through the existing domestic meters.



Council Question and Answer

Related To

Item #83

Meeting Date

September 29, 2022

Additional Answer Information

Item #83: C814-89-0003.02 - 305 S. Congress - Approve second reading of an ordinance amending City Code Title 25 by rezoning property locally known as 305 South Congress Avenue (Lady Bird Lake Watershed). Applicant's Request: To rezone from planned unit development-neighborhood plan (PUD-NP) combining district zoning to planned unit development-neighborhood plan (PUD-NP) combining district zoning, to change conditions of zoning. This ordinance may include waiver of fees, alternative funding methods, modifications of City regulations, and acquisition of property.

COUNCIL MEMBER VELA'S OFFICE

Cost of residential units

1) What is the per unit subsidy to provide affordable housing at this project?

Through the Rental Housing Development Assistance (RHDA) and Ownership Housing Development Assistance (OHDA) programs, the Austin Housing Finance Corporation (AHFC) provides direct subsidy for the provision of affordable housing. These programs operate on a quarterly basis and are competitive by design. Developers must apply for financing with a complete development proposal including a timeline and budgetary information. Staff works with each developer to improve the application throughout the process, searching for ways to increase the number of subsidized units or decreasing the amount of funds requested. Staff also works with the developer to identify other funding sources and programs that may help achieve a lower subsidy per unit. Over the last several years, staff has been able to reduce the average subsidy per rental unit to approximately \$50,000 and the average subsidy per ownership unit to approximately \$80,000. Due to variations in the affordability level, the size of the units, and the target population (i.e. permanent supportive housing), the subsidy per unit may vary widely from one project to the next. Additionally, due to increased costs stemming from supply chain constraints and increasing interest rates, the average subsidy per unit may increase by as much as 50% over the next few years, though staff will continue to diligently pursue greater leverage for every dollar of City subsidy.

2) What is the normal subsidy for other types of developments in Austin? For example, your typical Texas Donut style development, or a garden style development.

Regardless of the development type, staff will diligently pursue every avenue to reduce the City subsidy per unit; however, staff recognizes that some development types are more expensive to build than others. For example, while a garden style apartment may occupy more land than a "Texas Donut", the compact nature of the Donut would be more appropriate in an area with higher land values. Additionally, while a garden-style apartment provides surface parking, the Donut would provide structured parking, which can be as much as ten times as expensive as surface parking. These differences may explain some variation in the development budget between these two types of projects, but not necessarily. Each development has a unique set of challenges that could be due to availability of funds, timing of any applications for financing, construction materials, or carrying costs.

TIRZ - SCW specific:

3) *Is the TIRZ covering public infrastructure, such as water and wastewater pipes, that the city normally pays to upkeep and replace?*

No. The TIRZ funding does not include maintenance costs.

4) *Is the infrastructure that is currently in place at a point where it needs to be replaced even if the area isn't redeveloped?*

As part of the Capital Improvement Plan and budget process, City staff assess needs for repairs and upgrades for infrastructure, such as streets, watershed protection, and utilities.

5) *If the infrastructure needs to be replaced or redeveloped, how is that cost divided between the developer and the city?*

For new development or higher density redevelopment, City staff determines adequacy of existing public infrastructure and, if additional capacity is needed, determines the proration of costs in accordance with service needed to serve the site. Once the Regulating Plan has been adopted, the City can assess more accurately what infrastructure needs in South Central Waterfront are required and estimate costs accrued to City and to private owners.

6) *Will any of the upgraded infrastructure be used to service other parts of the South Central Waterfront?*

Staff has listed Barton Springs Road extension as a public improvement that would serve as a major arterial road for the district and for through traffic. Thus, it is listed as priority by staff for funds from the SCW TIRZ.

Cost of infrastructure

7) *When new developments are occurring in the suburbs, does the city have to pay for new infrastructure like parks, roads, and water/wastewater improvements to service those developments?*

In general developers pay for the cost of infrastructure for new development regardless of location. There are exceptions such as MUDs and PIDs in which the district pays for most infrastructure. In some cases the City pays for a developer to oversize infrastructure beyond what is needed for their project so the City may serve other future development. The City also collects fees such as parkland dedication fees for parkland and impact fees for water and wastewater infrastructure.

8) *How does the cost of providing infrastructure to dense infill development compare to providing infrastructure to new suburban development?*

Dense infill development generally has lower infrastructure costs per unit because there are more units per area of land and it is more likely that infrastructure is available to serve the development and does not need to be extended to the development.

9) *How do the maintenance costs on the infrastructure for dense infill and suburban infill development compare? Who usually pays for the maintenance of that infrastructure?*

On a per unit basis the costs of infrastructure maintenance is higher for suburban development because each "unit" of infrastructure serves more units. Maintenance of roads, pipes, parks etc. is generally covered by the City once the City confirms the infrastructure has been built to City standards.

10) *What is the added cost to provide fire and police services to new suburban development vs new infill development?*

Because infill development is more likely to be located near existing fire stations or police facilities, and therefore less likely to trigger the need for new stations, infill development is less expensive.

Cost of PARK?

11) *What is the cost of developing the proposed park on the Statesman PUD site?*

The costs below are baseline for the identified amenities at this point in the process. The PUD ordinance at this point, contemplates a future park design plan that may include other amenities that are not estimated below (playscape(s), nature play areas, board walk, etc.)

- 10 ft. wide natural vegetative buffer along dedicated parkland adjacent to Congress \$1 mil
 - Great Steps estimated cost of \$4.6 mil
 - Great Lawn estimated cost of \$500K
 - Pier estimated cost of \$1 mil
 - Irrigation \$1.3 mil
 - Bat viewing area with underground cistern \$TBD (likely coincide with Great Lawn)
 - Amenitized water quality ponds to no more than .9 acres of surface area with an estimated cost of \$1.6m
 - 1700 linear feet of reconstructed hike and bike trail in consultation with the Safety and Mobility report at a cost of \$1m
 - ADA access to the hike and bike trail from Congress Bridge** (in addition to committed five (5) ADA access points and/or this access point can be included as part of the 5 not in addition to) \$3m
 - Appropriate interpretive/educational signage bat viewing and pond ecosystems \$TBD (likely coincide with Great Lawn)
 - Soft cost for development fee (estimated \$1.2m and design/permitting costs (\$5.1m) for a total of \$6.3m
- Rough Total Estimated: \$25 million

12) *Generally speaking, would a developer normally pay for a park of this scope on their own?*

Within the context of a PUD, a developer normally pays for an onsite park and the costs are balanced with entitlements received.

13) *What is the estimated Parkland Dedication fee that the development is required to pay? Is it paying above what is required?*

After parkland dedication is taken into account, the project will owe the remainder as Parkland Fee in Lieu. Based on a unit count of 1,375 residential units and 275 hotel rooms, the parkland fee in lieu will be \$3.6 million per current code. They will also owe a per unit Parkland Development fee of \$951,181, which is \$100 per unit above current code as agreed upon up to this point in the process. The total would be \$4.57 million, which PARD would approve to be invested in the park.

14) *If the value of the proposed park is greater than what would normally be required, how much extra value is that adding to the rest of the project? Can that extra value be captured in the TIRZ?*

If the question refers to cost, the differential between the required investment (\$4.57 million), and the baseline cost of the park (\$25 million) is \$20.43 million. The TIRZ analysis as included in the Preliminary Project and Financing Plan approved by Council in December 2021 includes the park (as well as trails and open space) as a public investment. See Exhibit D. Any potential for extra value to be captured would require additional analysis.

15) *What park improvements are envisioned for the site? How are they broken down by cost?*

See the cost breakdown in #1.

16) *How does the proportion of this PUD that is being developed as parkland compare to previous PUDs such as the Grove?*

	Units	Parkland Owed (Acres)	Parkland to be Dedicated (Acres)	% of Required Land satisfied by PUD	Total PUD Area (Acres)
Whisper Valley	9028	263	700	266%	2066

Sun Chase	5629	164	600	366%	1604
Camelback	200	6	27	464%	145
Estancia	2287	52	117	224%	594
Wildhorse	5000	114	171	149%	670
Easton Park	3900	114	192	169%	1300
*The Grove	1548	27	14.5	53%	76
*Statesman	1650	26.4	6.5	25%	19
For Statesman, 6.5 acres is proposed to be deeded, and 1.6 dedicated via easement-combined 8.1 acres.					

Parking:

17) Is underground parking considered a community benefit?

The City planning staff does consider the underground parking to be a community benefit. From an urban design perspective, not having parking garages on the shores of Lady Bird Lake is clearly superior. Underground parking is the most expensive type of parking, more than garage parking and much more than surface parking. According to the City's economic analysis consultant the underground parking adds \$71 million to the cost of the project above the cost of providing garage parking.

18) Does the underground parking add taxable value to the project?

Yes, the underground parking does add taxable value to the project.

19) Is the underground parking being paid for by the TIRZ? Could it be paid for by the TIRZ?

The parking will be paid for by the developer, not the TIRZ. The parking was never envisioned as one of the community benefits that could be covered by a TIRZ in the South Central Waterfront Plan and given its high cost would preclude funding other community benefits.

Other TIRZ:

20) What public infrastructure does the Waller Creek TIRZ pay for? How much revenue does the Waller Creek TIRZ generate?

City Council approved Item 12 on May 24, 2018, an ordinance

(<https://www.austintexas.gov/edims/document.cfm?id=300423>) approving Amendment No. 2

(<https://www.austintexas.gov/edims/document.cfm?id=298785>) to the Project and Financing Plan for Tax Increment Financing Reinvestment Zone (TIRZ) No. 17 to update current project design and project cost estimates, to extend the length of time in which the TIRZ operates, and to provide the most recent estimates of underlying funding sources that are anticipated to pay for the construction of projects within the Waller Creek District. The TIRZ was initially created in 2007 to finance the construction of the Waller Creek Tunnel project.

- TIRZ Amendment #2 outlined the surface-level Project Plan within the Waller Creek Chain of Parks to be partially funded by the TIRZ. These improvements were split into "links":
- Waterloo Park Link: development of Waterloo Park and connection to Symphony Square
- Creek Delta Link: trail system improvements and ecosystem restoration between Lady Bird Lake and 4th Street, the revitalization of Palm Park, and construction of a shared-use operations and maintenance facility
- Connectivity Link: trail improvements and natural space restoration between 5th and 11th Streets
- The Refuge: a new park between 7th and 9th Street where the current Austin Police Department Headquarters and Municipal Court is located
- Pontoon Bridge: a bridge connecting the north and south shore of Lady Bird Lake

Below are 5-year actuals and the FY'22 current year estimate of Total Revenue generated for the Waller Creek TIRZ:

Waller Creek Revenue

FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 CYE
\$4,759,867	\$5,771,269	\$6,520,439	\$7,790,874	\$11,375,671	\$11,227,794

21) What public infrastructure does the Seaholm TIRZ pay for? How much revenue does the Seaholm TIRZ generate?

Seaholm Tax Increment Financing Fund 18 (TIF18) was created in 2008, and amended in 2012, as a financial mechanism to fund public improvements included in the Seaholm Master Development Agreement (MDA) that reflect elements of the Seaholm District Master Plan. The public improvements completed include rehabilitation of historic Seaholm Power Plant, a plaza, utility and street improvements. The proposed bicycle & pedestrian path under Union Pacific Railroad's (UPRR) tracks at Bowie Street was terminated in 2021 as City could not accept UPRR's final proposed terms. Staff of Austin Transportation in coordination with Financial Services is developing alternative multimodal connectivity solutions within the Seaholm District funded with \$6.6M remaining of Bowie Underpass funds. These funds are transferred to the Seaholm Capital Improvement Project budget. There are no additional project funds available.

Below are 5-year actuals and the FY'22 current year estimate of Total Revenue generated for the Seaholm TIRZ:

Seaholm Revenue

FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Actual	FY 2022 CYE
\$902,880	\$1,443,779	\$1,493,372	\$1,529,833	\$1,836,975	\$1,858,092

22) Are there any existing TIRZ in Austin that are used to acquire land for a park or develop a park?

The Waller Creek TIRZ is the only active TIRZ used for parkland development and/or acquisition.

23) How common are TIRZ in Austin?

To date, Austin has 19 TIRZs that have been created; with five currently active:

- Second Street Redevelopment Project Tax Incrementing Financing Zone No. 15
- Mueller Redevelopment Project Tax Increment Financing Zone No. 16
- Waller Creek Redevelopment Project Tax Increment Financing Zone No. 17
- Seaholm Redevelopment Project Tax Increment Financing Zone No. 18
- South Central Waterfront Tax Increment Reinvestment Zone No. 19

24) How common are TIRZ statewide?

TIRZs are common statewide. The link below provides the number of TIRZs statewide and the jurisdictions that are actively utilizing them.

<https://comptroller.texas.gov/economy/docs/tirz-financials-log-08-2022.xlsx>



Council Question and Answer

Related To

Item #87

Meeting Date

September 29, 2022

Additional Answer Information

Item #87: Authorize negotiation and execution of agreements with four social service agencies to provide street outreach services for an initial 12-month term beginning October 1, 2022, in a combined amount not to exceed \$2,007,832, with one 12-month extension option in a combined amount not to exceed \$2,007,832, for a total agreement amount not to exceed \$4,015,664 divided among the agencies.

MAYOR PRO TEM ALTER'S OFFICE

- 1) *Please provide additional information on each of these contracts including: expected deliverables, number of individuals anticipated to be served, whether these organizations have other contracts with the APH and how these contracts differ from any other contracts they have with APH.*

Through this RCA, APH is requesting council approval to negotiate the overall scope of work and specific deliverables therefore this information is not yet available. As written in the Request for Proposal, of which these vendors applied and are being recommended for award, the services to be provided are intended to **increase** coordinated Street Outreach Programs to actively identify and engage persons experiencing unsheltered homelessness and connect them to needed services to resolve their homelessness using a housing focus methodology.

Below are the CURRENT contracts that APH has with the recommended vendors that will provide services in FY23:

Youth and Family Alliance:

- Counseling Social Services – \$113,861
- Collective Impact Continuum Youth Housing program - \$333,721
- Youth Dedicated Rapid Rehousing program - \$1,878,931
- Youth Education Development program - \$392,995
- Early Childcare Classroom program - \$128,000

Urban Alchemy-

- ARCH - \$2,246,808

Sunrise Community Church –

- Emergency Housing Vouchers – Permanent Supportive Housing - \$350,000
- Sunrise Community Church- Prevent Violence by Intervention and Education - \$65,000

Austin Area Urban League –

- Southbridge Shelter - \$2,540,000
- Rapid Rehousing - \$431,520



Council Question and Answer

Related To

Items #41-49

Meeting Date

September 29, 2022

Additional Answer Information

Items #41-49: Items authorizing the acceptance of grant funding.

MAYOR PRO TEM ALTER'S OFFICE

1) *Items 41-49 authorize acceptance of grant funding. For each of these items, please explain whether the funding was already anticipated in the adopted FY23 budget. If the funding was not anticipated, please describe the additional resources and staffing that would be made available via the grant.*

- Item 41 (Victim Crisis Intervention Project)
 - The budget included the ten existing grant-funded FTEs
- Item 42 (Crime Lab Enhancement Project)
- Item 43 (Violence Against Women Investigative Project)
- Item 44 (First Responder Mental Health Program – pulled, not funded)
- Items 45 & 51 (Sexual Assault Evidence Testing Project)
 - The ordinance to amend the FY22 budget (Item 51) is necessary as the performance period start date is 9/1/2022.
 - A state solicitation for this fund source posted in 2020, 2021 and this year. In 2020, APD received a 1-year award (9/1/2020 – 8/31/2021). Due to COVID related procurement issues, the end date was extended to 8/31/2022 and the City did not submit an application during the 2021 cycle. We are hoping to see annual solicitations for this purpose area as the need continues to increase.
- Items 46 & 50 (Rifle-Resistant Body Armor Grant Program)
 - The ordinance to amend the FY22 budget (Item 50) is necessary as the performance period start date is 9/1/2022.
 - This is the third application for state assistance for the purchase of rifle-resistant body armor.
 - The first award (\$309,745, 9/1/2020 – 2/28/2022) funded the purchase of 886 hard armor rifle plates for 443 front line officers.
 - The second award (\$446,540, 9/1/2021 – 8/31/2022) funded the purchase of 1,488 hard armor rifle plates for 744 front line officers.
- Item 47 (APD Special Operations EOD Project)
- Item 48 (Project Safety Neighborhoods East Austin – pulled, not funded)
 - We've attached a summary of the proposal (FY23 PSN OVP APD_summary.pdf). The specific programming and proposed contractor were selected by OVP during the application process.
- Items 49 & 52 (Juvenile Justice & Truancy Prevention Project)
 - The ordinance to amend the FY22 budget (Item 52) is necessary as the performance period start date is 9/1/2022.