

## SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS AGREEMENT

This Agreement is entered into this 22<sup>nd</sup> day of September, 1994 by the City of Austin ("City") and Austin Independent School District ("School District") under the provisions of Local Government Code Section 212.902.

### ARTICLE I ORDINANCE COMPLIANCE AND MODIFICATION

#### Section 1.1 City Ordinances and Rules.

The terms of this Agreement and the exhibits attached hereto shall supersede any conflicting requirements of the City's ordinances and rules. Otherwise, the City's ordinances and rules shall apply to School District development. Except for Chapter 13-8 of the City's Land Development Code ("LDC"), the City's ordinances and rules as they existed on January 1, 1994 shall apply throughout the term of this Agreement. Chapter 13-8 of the City's LDC contains the Building Code (Building Code, Fire Code, Energy Code, Electrical Code, Mechanical Code, Plumbing Code, and Dangerous Building Code) and shall apply as amended from time to time. Notwithstanding any provision of this Agreement to the contrary, if State or Federal law or regulations require that City ordinances or rules be modified or updated to implement State or Federal law or regulations, the School District shall comply with the modified or updated City ordinances or rules.

#### Section 1.2 Applicable Only To School Buildings.

The modification of the ordinance provisions set forth in this Agreement apply only to school buildings. This Agreement does not waive any fee or modify any ordinance of the City for an administration, service, or athletic facility proposed for construction by the School District separate and apart from an elementary or secondary school.

Section 1.3 Fire, Safety, And Building Codes.

Nothing in this Agreement shall be construed to limit the applicability of or waive fees for fire, safety, health, or building code ordinances of the City prior to or during construction of school buildings.

ARTICLE II  
REVIEW AND DEVELOPMENT STANDARDS

Section 2.1 Temporary Classroom Buildings.

A. Temporary classroom buildings are defined as those structures which are (1) constructed in accordance with plans and specifications on file with the Department of Planning and Development of the City of Austin, (2) not placed on permanent foundations, and (3) designated for education related purposes as temporary classroom buildings by the School District. Temporary classroom buildings which are added to an existing school campus are exempt from the provisions of the site development regulations contained in the LDC.

B. All temporary classroom buildings shall comply with fire, electric, plumbing, and other life safety codes of the City.

C. The School District shall obtain permits for the movement of temporary classroom buildings.

D. The City may inspect temporary classroom buildings for compliance with applicable regulations.

E. No permit fees shall be charged by the City to the School District except for those permits which involve the provision of services by the City, such as inspections.

F. The provisions of this section apply only to temporary classroom buildings.

Section 2.2 Review Fees.

The School District shall not pay to the City any fees for the review of applications for site plan approval for school building sites. The School District shall pay all other required

fees, including inspection fees.

Section 2.3 Review Periods.

The City shall notify the School District within 10 days of submittal of an application for site plan approval if the application does not meet the minimum requirements for submittal. The City shall have 28 days to review the application for site plan approval and respond with comments. The City shall have 9 days to review an application for a small project site plan and respond with comments. The City shall have 14 days to review each update to an application for site plan approval and respond with comments.

Section 2.4 Landscaping.

The School District shall, whenever practicable, save significant trees and vegetation and utilize xeriscape. Landscaping shall be provided for each facility and at a minimum shall be designed and installed to the standards established in Exhibit "A". Alternatives may be approved administratively by the City's Environmental Officer or designee at the pre-design conference if special circumstances exist and the minimum standards are not diminished. Grasses and vegetation required for permanent erosion control shall be provided in all cases, but the School District shall not be required to plant shrubs for the purposes of screening. The School District shall complete the required landscaping within eighteen months of the issuance of a certificate of occupancy for the facility.

Section 2.5 Floor-to-area Ratio.

There shall be no floor-to-area ratio limitation on school sites.

Section 2.6 Compatibility Standards.

There shall be compliance with all compatibility standards except that there shall be no requirement for opaque fencing or screening around any building. Security lighting need not be hooded or shielded.

Section 2.7 Traffic Impact Analysis.

No traffic impact analyses shall be required.

Section 2.8 Fiscal Surety.

Notwithstanding any provision of the City ordinances and rules, no cash escrow, letter of credit, bond, or any other form of financial guarantee, associated with development by the School District pursuant to this Agreement, shall be required prior to or during construction or as a condition of any acceptance, approval, or issuance of any permit or certificate by the City. By execution of this Agreement, the School District agrees that the performance otherwise secured by a financial guarantee under the City ordinances and rules, will be made at School District cost. The School District shall include in construction bid documents, construction contracts and the bonding requirements of contractors, that the installation and maintenance of temporary erosion controls and revegetation of disturbed areas will be done in accordance with City standards. The School District will include provisions in construction contracts that require the Contractor to maintain erosion controls at all times and allows the School District to hold the cost of revegetating the site as additional retainage until the City issues a letter approving the revegetation of the site. The School District shall obtain the Contractor's signature on a City approved form which states that the contractor acknowledges its responsibilities for installing and maintaining erosion controls according to City standards. The School District shall hold the cost of revegetation as retainage until the City issues a letter approving the revegetation on the site. In this section, revegetation means permanent erosion controls and does not otherwise include landscaping.

ARTICLE III  
WATER QUALITY

Section 3.1 Impervious Cover Limits.

A. In all watersheds except the Barton Springs Zone, impervious cover in the

Uplands Zone shall not exceed fifty percent (50%) of the net site area, or sixty percent (60%) of net site area if transfer of impervious cover is available and utilized. For any site (except in the Barton Springs Zone) owned by the School District before May 18, 1986, the impervious cover limits established by the applicable watershed ordinance in effect on May 18, 1986 shall apply if less restrictive than the limits of this section.

B. In all watersheds except the Barton Springs Zone, impervious cover in the Water Quality Transition Zone shall not exceed eighteen percent (18%) of net site area.

C. No impervious cover shall be permitted in the Critical Water Quality Zone.

D. Except for the three school sites described on Exhibit "B", impervious cover in the Uplands Zone of the Barton Springs Zone is limited to twenty-five percent (25%) of net site area when a no discharge water quality control or an alternative approved by the Environmental and Conservation Services Department is utilized. No transfers of impervious cover are permitted to increase the impervious cover above the 25% limit. No development is allowed in the Critical Water Quality Zone or the Water Quality Transition Zone, except that which is permitted by Section 13-7-23 of the Land Development Code.

E. For the three school sites described on Exhibit "B" only, impervious cover in the Uplands Zone of the Barton Springs Zone is limited to fifty percent (50%) of net site area when a no discharge water quality control or an alternative approved by the Environmental and Conservation Services Department is utilized. No transfers of impervious cover are permitted to increase the impervious cover above the 50% limit. No development is allowed in the Critical Water Quality Zone or the Water Quality Transition Zone, except that which is permitted by Section 13-7-23 of the Land Development Code.

### Section 3.2 Transfer of Impervious Cover.

A. For every one acre of land in the Critical Water Quality Zone restricted from

development and available for public use, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in Uplands Zones.

B. For every one acre of land in the Water Quality Transition Zone left undeveloped and undisturbed and not included in impervious cover calculations elsewhere, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in Uplands Zones.

C. For every one acre of land or portion thereof in the Uplands Zone located within a buffer of a Critical Environmental Feature and left natural and undisturbed, the School District is entitled to an additional 20,000 square feet of Impervious Cover on lands elsewhere in Uplands Zones. Such buffer area may also be included in the Net Site Area calculations for the Uplands Zone.

D. A maximum of eighty-five percent (85%) of the transfer credit otherwise available under subsection B is permitted for grass play field within the Water Quality Transition Zone if restored using predominantly native plants and grasses and if the School District provides and implements a plan for minimizing the use and impact of pesticides, herbicides and fertilizers. A maximum of fifty percent (50%) of the transfer credit otherwise available under subsection B is permitted for land use for wastewater disposal.

E. Impervious cover may only be transferred to another site or tract owned by the School District and may only be used in conjunction with an Educational Facility constructed pursuant to this Agreement. Impervious cover may only be transferred within the same watershed classification. Impervious cover may not be transferred unless the transferring tract has an approved site plan which covers the area from which impervious cover is transferred. The School District must file in the County Deed Records restrictive covenants, in a form and substance approved by the City, running with both the transferring and receiving

tracts and noting the transfer of impervious cover.

**Section 3.3 Cut and Fill.**

A. No cut and fill limits shall apply to the building footprint area, roadway right-of-ways or the construction and maintenance of Water Quality Controls and detention ponds.

B. No cut and fill in excess of four (4) feet shall be allowed in the Critical Water Quality Zone or the Water Quality Transition Zone.

C. Cut and fill in excess of four (4) feet must be structurally contained in accordance with the City's Environmental Criteria Manual.

D. In the Uplands Zone, cut or fill between four (4) and eight (8) feet may be administratively approved. Cut or fill in excess of eight (8) feet must be approved by the Planning Commission.

E. Criteria for allowing cut or fill between four (4) and eight (8) feet shall include, but not be limited to:

- (1) No adverse impact on a Critical Environmental Feature;
- (2) No adverse impact on water quality; or,
- (3) The site has been previously disturbed by manmade activities.

F. The fill limitation shall not apply to:

- (1) Fill placed under foundations and containment walls perpendicular to the ground, or with pier and beam construction if the fill is structurally contained; or,
- (2) Back fill for utility construction or wastewater drainfields.

G. Cut and fill for roadways shall be contained within the right-of-way.

**Section 3.4 Water Quality Controls.**

All school building sites shall contain water quality controls constructed and maintained in accordance with the City's ordinances and rules as set forth in Section 1.1, "City

Ordinances and Rules".

#### ARTICLE IV TERM

##### Section 4.1 Term.

All provisions of this Agreement shall be in full force and effect for the term of twenty-five (25) years from the Effective Date unless terminated sooner pursuant to this section. At any time after seven (7) years from the Effective Date, written notice of cancellation ("Notice of Cancellation") may be delivered by either party to the other party. This Agreement will terminate sixty (60) days after the date of the delivery of the Notice of Cancellation. A Notice of Cancellation must be authorized by majority vote of the School Board or City Council, as appropriate. In the event that a Notice of Cancellation is delivered by one party to the other, during the intervening sixty (60) day period before the Agreement terminates, the parties agree to negotiate to resolve the issues which gave rise to the Notice of Cancellation. Before the date on which this Agreement terminates, the parties may, by majority vote of both the School Board and City Council, agree to extend the life of, or modify, this Agreement. The fact that negotiations are ongoing shall not affect the validity of the Notice of Cancellation or the termination date.

#### ARTICLE V MISCELLANEOUS PROVISIONS

##### Section 5.1 Liaisons and Dispute Resolution.

The City shall designate one upper-level, full-time employee to act as City Liaison with the School District who will establish and maintain communication with the School District and who will review and, if possible, resolve all issues and disputes relating to the Agreement. The School District shall designate one upper-level, full-time employee to act as School District Liaison with the City who will establish and maintain communication with the City and who



will review and, if possible, resolve all issues and disputes relating to this Agreement.

Section 5.2 Modification Procedure.

Any modification, amendment or alteration of this Agreement shall only be effective and binding if the modification, amendment, or alteration is in writing and signed by both parties. If the City Council amends City ordinances regarding development standards and processes addressed by Article III (Water Quality) of this Agreement, and the School District determines that the amendment is advantageous to the School District, then the School District Superintendent and the City Manager are authorized to, and shall, modify Article III to be consistent with the amendment.

Section 5.3 Entire Agreement.

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such matters. No oral statement or prior written material not specifically incorporated in this Agreement shall be of any force or effect. The parties agree that in entering into this Agreement they have relied solely upon the representations and agreements contained in this Agreement and no others. Any consent, waiver, approval, or authorization under this Agreement shall be effective if signed by the party granting or making such consent, waiver, approval, or authorization.

Section 5.4 Interpretation.

The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders, unless the context requires otherwise. This Agreement

and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 5.5 Invalid Provisions.

If any clause, sentence, provision, paragraph, section, or article of this Agreement is held by a court or competent jurisdiction to be invalid, illegal, or ineffective, that invalidity, illegality, or ineffectiveness shall not impair, invalidate, or nullify the remainder of this Agreement; and its effect shall be confined to the clause, sentence provisions, paragraph, section, or article held to be invalid, illegal, or ineffective.

Section 5.6 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer any benefits, rights, or remedies under or by reason of this Agreement upon any person other than the parties to this Agreement and their respective successor governmental entities. No assignment of this Agreement or of any right, duty, or obligation of performance under this Agreement, in whole or in part, shall be effective unless such assignment is approved in writing by both the School District and the City.

Section 5.7 No Joint Venture, Partnership, Agency, Etc.

This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the parties hereto.

Section 5.8 Other Instruments.

The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Agreement.

Section 5.9 No Waiver.

No consent or waiver, express or implied, by a party to or of any default of any covenant or provision of this Agreement by the other party shall be construed as a consent to or a waiver of any other default of the same or any other covenant or provision of this Agreement.

Section 5.10 Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 5.11 Headings.

The headings used in this Agreement are used for reference and shall not be used to interpret or limit the meaning of any provision of this Agreement.

Section 5.12 Parties Bound.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives and successor governmental entities.

Section 5.13 Counterparts.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 5.14 Successor Entities.

Any reference to any governmental entity, governmental department or governmental official or employee shall include any succeeding governmental entity, governmental department, or governmental official or employee assuming the responsible or function described by this Agreement.

**IN WITNESS WHEREOF**, we have hereunto set our hands as of the date appearing in the first paragraph of this Agreement.

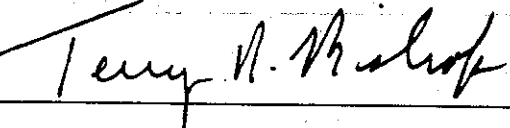
**CITY OF AUSTIN**



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**Jesus Garza, City Manager**

**AUSTIN INDEPENDENT SCHOOL DISTRICT**



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**Terry N. Bishop, Superintendent**

**SECOND AMENDMENT TO THE SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT**

**STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §**

**KNOW ALL  
BY THESE PRESENTS:**

This Second Amendment to the School District Land Development Standards Agreement ("Second Amendment") is made and entered into by and between the City of Austin, Texas, a home-rule city and municipal corporation in Travis County, Texas ("City"), and the Austin Independent School District ("School District") under the provisions of the Local Government Code, Section 212.902.

**RECITALS**

**WHEREAS**, the City and the School District executed the School District Land Development Standards Agreement ("Original Agreement") on September 22, 1994, in accordance with Section 212.902 of the Texas Local Government Code; and

**WHEREAS**, the Original Agreement was amended and restated in February 1997 by the School District Land Development Standards Agreement executed by Jesus Garza, City Manager, on behalf of the City, and by James H. Fox, Jr., Superintendent, on behalf of the School District (as amended and restated, the "Agreement"), which Agreement was received for filing in the City Clerk's Office on February 11, 1997; and

**WHEREAS**, the Agreement provides that it may be amended if the amendment is approved and signed by both parties; and

**WHEREAS**, the City and the School District desire to further amend the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the School District agree as follows:

## ARTICLE I

1. Section 2.3 is deleted and replaced with the following:

Section 2.3. City Review and Comment of Site Development Plan and Building Permit Application.

Section 2.3.1 Review Schedule.

- A. The City Liaison shall notify the School District Liaison by telephone or facsimile transmission within five (5) working days of site development plan submittal if the submitted site development plan and reports do not meet the minimum submittal requirements of this Agreement and applicable City ordinances and rules. If the Site Development Plan is insufficient for review, then the City Liaison shall provide written explanation of the application's deficiencies. After the submittal of a sufficient and complete application, the City shall have twenty-eight (28) days to review a site development plan, each subsequent phase of an approved phased site development plan, and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District Liaison regarding the site development plan's compliance with this Agreement. Should complete comments not be returned within said twenty-eight (28) days, then the City Liaison shall give a written response to the School District with a copy to the City Manager. Said response shall contain a detailed explanation of the reasons for the delay and an accurate timetable for when complete comments regarding the Site Development Plan will be issued.
- B. After submittal of a sufficient and complete application, the City shall have nine (9) days to review a small project site development plan and respond to the School District Liaison with written comments from all reviewing City departments regarding compliance with this Agreement and applicable City ordinances and rules.
- C. The City shall have fourteen (14) days to review submitted updates to a site development plan.

- D. The School District shall give the City Liaison at least two (2) working days prior notice of the School District's intent to submit a site development plan for initial review or a site development plan update based on prior City review.
- E. The School District shall include with all update submittals a summary sheet listing each comment issued by the City and a brief description of how the comment was addressed.
- F. If, after the City has issued comments to the second update to the site development plan the City has not approved the site development plan, the School District and City Liaison shall meet to resolve the remaining issues preventing site development plan approval. Unless otherwise agreed on by the Liaisons, the above described meeting shall occur within ten (10) days of the City issuing comments to the second site development plan update.
- G. Site development plans for educational facilities shall have priority review by the City.

Section 2.3.2. Final Approval of Site Development Plan.

The site development plan shall be approved if the site development plan complies with this Agreement and all applicable City ordinances and rules.

Section 2.3.3. Effect of Approved Site Development Plan.

- A. A site development plan approved pursuant to this Agreement shall satisfy all City requirements necessary for the School District to begin site construction of all development features shown on the site development plan.
- B. If required, a building permit shall be issued by the City to the School District when the building construction plans are approved as complying with the applicable building code and the approved site development plans.
- C. The School District may begin site construction and utility construction in accordance with the site development plan after:

1. the approval of the site development plan;
  2. a preconstruction conference; and
  3. installation of required environmental controls.
- D. If applicable, water and wastewater tap(s) from the City may be purchased after approval of the Site Development Plan.

Section 2.3.4. Minor Revision to Approved Site Development Plan Prior to or During Construction.

- A. The School District shall transmit to the City Liaison copies of proposed minor revisions to an approved site development plan.
- B. Within four working days of the School District's request for a minor revision, the City shall approve the request, if, subject to modifications required by the City, the minor revision is consistent with this Agreement and applicable City ordinances and rules.
- C. Minor field revisions involving temporary erosion controls may be approved by City environmental field inspectors.

Section 2.3.5. Building Construction Plan Review and Building Permit Issuance.

- A. After the City building official has received information, all applicable City building permit review fees, and adequate evidence of the future availability of water and wastewater service, the City shall have twenty-one (21) days to review a building permit application for a new building and issue to the School District either a Building Permit or a complete written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement.
- B. After making the changes necessary to bring the building construction plans into compliance with the Building Code and this Agreement, as noted in the written list of changes provided by the City, the School District may resubmit the building construction plans to the City.



- C. The City shall have ten (10) days to review the resubmitted building construction plans and issue to the School District either a building permit or a second written list of changes needed to bring the building construction plans into compliance with the Building Code and this Agreement. The ten (10) day review period by the City shall apply to each additional resubmittal of the building construction plans.
- D. If the City fails to provide written comments to the School District Building Official within the required ten (10) days, or if more than two resubmittals have been required without a permit being issued, then the City and School District liaison shall meet or communicate as quickly as possible to resolve outstanding issues. The City and School District Building Official may mutually agree to extend any of the required ten (10) day review periods.

2. A new Section 2.9 is added to read:

Section 2.9 Building Height Regulations.

- A. Except as provided in Subsection B of this section, the maximum height of a building located on a school site is 60 feet.
- B. In the zoning jurisdiction of the City:
  - 1. a building located 50 feet or less from a property that is used or zoned for a single-family residential use may not exceed a height of 30 feet; and
  - 2. a building located more than 50 feet but less than 100 feet from a property that is used or zoned for a single-family residential use may not exceed a height of 40 feet.

3. A new Section 2.10 is added to read:

Section 2.10 Parking Requirements.

- A. The minimum number of parking spaces required for a school facility constructed in the corporate limits of the City is:

1. for an elementary or junior high school, 1.5 spaces for each faculty and staff; and
  2. for a senior school, 1.5 spaces for each faculty and staff and 1 space for every 3 students in the 11th and 12th grades.
- B. The minimum parking requirement for a school activity facility in the corporate limits of the City shall be determined by the City on a case by case basis. Shared parking shall be used when possible.
- C. Bicycle parking shall be provided as the School District deems appropriate.
- D. Except for landscaping requirements, the layout of a parking lot must comply with the Transportation Criteria Manual.
4. A new Section 2.11 is added to read:

Section 2.11 Site Development Plan Not Required for Certain Development.

A site development plan is not required for development on a school site that disturbs 5,000 square feet of land or less.

5. Section 3.1 of the Agreement is deleted and replaced with the following:

Section 3.1 Impervious Cover Limits

- A. This subsection applies in an uplands zone.
1. Except as provided in Subsections A.2., A.3., and A.4. below, the maximum impervious cover in an uplands zone is 50 percent of the net site area or 60 percent of the net site area if a transfer of impervious cover is available and used.
  2. In an urban watershed, the maximum impervious cover is 65 percent of the gross site area or the impervious cover allowed by the zoning district, whichever is greater.

3. For development in the Barton Springs Zone for which a no discharge water quality control or alternative control approved by the Watershed Protection Utility is utilized:
  - a. except as provided in Subsection A.3.b. or Subsection A.3.c below, development of a school site shall be 25 percent impervious cover or comply with the impervious cover regulations established in Section 25-8-514 of the City Code (the Save Our Springs Initiative), whichever is greater.
  - b. for a school site described on Exhibit B, impervious cover may not exceed the impervious cover limit established in the exhibit.
  - c. for development of a school site on a tract of land subject to a Conservation Easement to Restrict Impervious Cover (or instrument having similar intent and effect) entered into in connection with a development or settlement agreement between a developer and the City of Austin after March 15, 2000, which includes an allocation of impervious cover to identified tracts of land within the area covered by such agreement, the School District shall be governed solely by the terms and provisions of the applicable Conservation Easement to Restrict Impervious Cover (or instrument having similar intent and effect) regarding the impervious cover limits for such school site.
4. Except in the Barton Springs Zone, for a site owned by the School District before May 18, 1986, the maximum impervious cover is the impervious cover established by the applicable watershed ordinance in effect on May 18, 1986 or the impervious cover established in this Section 3.1, whichever is greater.

- B. This subsection applies in a water quality transition zone.
1. Except as provided in Subsection B.2., the maximum impervious cover is 18 percent.
  2. In the Barton Springs Zone, development is limited to the development allowed in a critical water quality zone by Subsection C.
- C. Except as authorized in the Austin City Code, development is not permitted in a critical water quality zone.
- D. With respect to School Site Number Five (Kiker Elementary) described on Exhibit B, the School District is constructing an eight-classroom addition containing 16,049 square feet of impervious cover (the "Kiker Expansion"), for a total of 159,361 square feet of impervious cover on the Kiker Tract after completion of the expansion or 37.75 percent of net site area. To mitigate the square footage of developed area in excess of 15 percent of net site area (96,000 square feet), the School District will pay to the City the sum of \$230,400. The City shall use these funds to purchase and preserve land in the Barton Springs Zone.

The School District agrees to make the payment within one year following the effective date of this Second Amendment. The City agrees that the payment is a one-time payment and is required only in connection with the Kiker Expansion.

6. Section 3.2C. is amended to read:

- C. Except as otherwise provided in this subsection, for every one acre of land or portion thereof in the Uplands Zone located within a buffer of a Critical Environment Feature and left natural and undisturbed, the School District is entitled to an additional 20,000 square feet of Impervious Cover on lands elsewhere in Uplands Zones. Such buffer area may also be included in the Net Site Area calculations for the Uplands Zone. A transfer of impervious cover to an uplands zone of the Barton Springs Zone is not permitted.

7. Exhibit B to the Agreement is deleted and a new Exhibit B is adopted in the form attached to this Second Amendment.

## ARTICLE 2 - GENERAL PROVISIONS

1. All provisions of the Agreement not specifically amended herein shall remain in effect.
2. This Second Amendment is effective after execution by the authorized representatives of all parties.

IN WITNESS WHEREOF, this instrument is made and executed to be effective as of the last date signed by the parties.

### CITY OF AUSTIN:

By: Toby Futrell  
Toby Futrell  
City Manager

Date: 2/24/06

### AUSTIN INDEPENDENT SCHOOL DISTRICT:

By: Doyle Valdez  
Doyle Valdez App'd as to Legal Form  
new 2/24/06  
President, Board of Trustees

Date: 2/27/06

By: Pascal D. Forgione, Jr.  
Pascal D. Forgione, Jr.  
Superintendent

Date: 2-27-06

### APPROVED AS TO FORM:

Delia Thomas  
Assistant City Attorney

EXHIBIT "B"

SCHOOL SITES SUBJECT TO SECTION 3.1.A.3.b.

School Site Number One

Intentionally Deleted

School Site Number Two (Travis Country Site)

Tract of land consisting of approximately 13.42 acres out of a certain 705.75 acre tract being out of the J. Trammel Survey No. 4, the E. Barton Survey No. 8, the E. Jenkins Survey No. 9; and the C. Arnold Survey No. 78 in Travis County, Texas being more fully described by deed of record in Volume 4046, Page 1490 of the Real Property Records of Travis County Texas; the said 13.42 acres being Lot 63, Block "6" of the Travis Country Section Two, Phase Two Subdivision.

Impervious cover limit: 50% of the net site area.

School Site Number Three (Village at Western Oaks Site)

Tract of land consisting of approximately 14.24 acres, described as Lot 38, Block A in the Village at Western Oaks, Section 28 and 29, approved preliminary subdivision plan #C8-84058.09.

Impervious cover limit: 50% of the net site area.

School Site Number Four (Boone Elementary)

Tract of land consisting of approximately 12.055 acres out of the Thomas Anderson League Survey #17, and also being out of a 14.11 acre tract as conveyed to A.I.S.D. by Deed recorded in Volume 5031, Page 1294, Deed Records of Travis County, Texas.

Impervious cover limit: 31% of the net site area.

School Site Number Five (Kiker Elementary)

Tract of land consisting of 11.727 acres, more or less, out of the Samuel Hamilton Survey No. 16, in Travis County, Texas, being more particularly described in a Special Warranty Deed from Circle C Development Joint Venture to Austin Independent School District, recorded in Volume 11278, Page 1333, Real Property Records of Travis County, Texas.

Impervious cover limit: 38% of the net site area.

015.

**THIRD AMENDMENT TO THE SCHOOL DISTRICT LAND  
DEVELOPMENT STANDARDS AGREEMENT  
BETWEEN THE CITY OF AUSTIN AND  
THE AUSTIN INDEPENDENT SCHOOL DISTRICT**

**STATE OF TEXAS**           §  
  §  
**COUNTY OF TRAVIS**       §

**KNOW ALL  
BY THESE PRESENTS:**

This Third Amendment to the School District Land Development Standards Agreement ("Third Amendment") is made and entered into by and between the City of Austin, Texas, a home-rule city and municipal corporation in Travis County, Texas ("City"), and the Austin Independent School District ("School District") under the provisions of the Local Government Code, Section 212.902.

**RECITALS**

**WHEREAS**, the City and the School District executed the School District Land Development Standards Agreement ("Original Agreement") on September 22, 1994, in accordance with Section 212.902 of the Texas Local Government Code; and

**WHEREAS**, the Original Agreement was amended and restated in February 1997 by the School District Land Development Standards Agreement executed by Jesus Garza, City Manager, on behalf of the City, and by James H. Fox, Jr., Superintendent, on behalf of the School District (as amended and restated, the "Amended and Restated Agreement"), which Amended and Restated Agreement was received for filing in the City Clerk's Office on February 11, 1997; and

**WHEREAS**, the Amended and Restated Agreement was amended by that certain Second Amendment to School District Land Development Standards Agreement (the "Second Amendment") between the City and the School District dated effective February 27, 2006 (the Amended and Restated Agreement as amended by the Second Amendment is hereafter referred to as the "Agreement"); and

**WHEREAS**, the Agreement provides that it may be amended if the amendment is approved and signed by both parties; and

**WHEREAS**, the City and the School District desire to further amend the Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the School District agree as follows:

### **ARTICLE I**

1. Section 2.9 of the Agreement is deleted and replaced with the following:

Section 2.9 Building Height Regulations.

- A. Except as provided in Subsections B and C of this section, the maximum height of any building located on a school site is 60 feet.
- B. In the zoning jurisdiction of the City:
  1. a building located 50 feet or less from a property that is used or zoned for a single-family residential use may not exceed a height of 30 feet; and
  2. a building located more than 50 feet but less than 100 feet from a property that is used or zoned for a single-family residential use may not exceed a height of 40 feet.
- C. *If located 100 feet or more from a property that is used or zoned for a single-family residential use, the maximum height of the Performing Arts Center building on the McCallum High School Campus (5600 Sunshine Drive, Austin, Texas 78756) is 80 feet. For property listed in Exhibit B.*

### **ARTICLE 2 - GENERAL PROVISIONS**

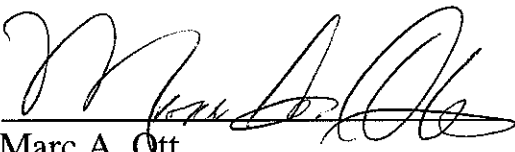
1. All provisions of the Agreement not specifically amended herein shall remain in effect.



2. This Third Amendment is effective after execution by the authorized representatives of each party.


IN WITNESS WHEREOF, this instrument is made and executed to be effective as of the last date signed by the parties.

**CITY OF AUSTIN**


By:   
Marc A. Ott  
City Manager

Date: 2.28.10

**AUSTIN INDEPENDENT SCHOOL DISTRICT**

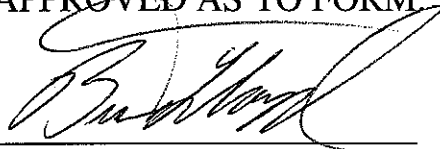
By:   
Mark J. Williams APPROVED AS TO LEGAL FORM  
New 4-5-10  
President, Board of Trustees

Date: 4/5/10

By:   
Dr. Merja Carstarphen  
Superintendent

Date: 3/24/10

APPROVED AS TO FORM:

  
Assistant City Attorney

**EXHIBIT "B"**

**SCHOOL SITE SUBJECT TO SECTION 2.9.C**

School Site – known as McCallum High School, 5600 Sunshine Drive, Austin , TX

Tract of land consisting of 31.39 acres described as being all of 31.39 acres of land out of the George W. Spear League in the City of Austin, Travis County, Texas

**AGREEMENT BETWEEN THE CITY OF AUSTIN AND  
THE AUSTIN INDEPENDENT SCHOOL DISTRICT  
ESTABLISHING SITE DEVELOPMENT STANDARDS  
FOR THE BOWIE HIGH SCHOOL PRACTICE FIELDS**

STATE OF TEXAS

§

KNOW ALL

COUNTY OF TRAVIS

§

BY THESE PRESENTS:

§

This agreement establishing site development standards for the Bowie High School practice fields ("Agreement") is made and entered into by and between the City of Austin, Texas, a home-rule city and Municipal Corporation in Travis County, Texas ("City"), and the Austin Independent School District ("AISD") under the provisions of the Local Government Code, Section 212.902.

**RECITALS**

**WHEREAS**, the City and AISD entered into that certain School District Land Development Standards Agreement dated September 22, 1994 under the provisions of the Local Government Code, Section 212.902 and have amended that agreement from time to time; and

**WHEREAS**, AISD has agreed to accept donation of property located at the intersection of Slaughter Lane and Brodie Lane for use as athletic and band practice fields for Bowie High School, said property being more particularly described by metes and bounds and survey plat in **EXHIBIT A** attached hereto and made a part hereof (the "Bowie Site"); and

**WHEREAS**, the City proposes to accept donation of property located north of and adjacent to the Bowie Site, for use as a nature preserve, said property being more particularly described by metes and bounds and survey plat in **EXHIBIT B** attached hereto and made a part hereof (the "City Property"); and

**WHEREAS**, the City and AISD desire to minimize the impact of the use of the Bowie Site on sensitive environmental features and nearby existing residences; and

**WHEREAS**, a team of City staff and AISD staff have reviewed the potential for development of the Bowie Site for practice fields and have recommended that the site be subject to the site development standards set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and AISD agree as follows:

## ARTICLE I - REGULATIONS, GENERALLY

Development of the Bowie Site is subject to the site development standards established in Article II of this Agreement, the School District Land Development Standards Agreement, as amended from time to time, and the City's ordinances and rules, including the City of Austin Land Development Code ("City Code"), to the extent applicable in accordance with the School District Land Development Standards Agreement. If a conflict exists between this Agreement and the School District Land Development Standards Agreement, this Agreement controls. Except as provided in Article II of this Agreement and the School District Land Development Standards Agreement, development of the Bowie Site shall comply with the requirements of the City Code. AISD may seek variances to City Code requirements for development of the Bowie Site as provided under City Code.

## ARTICLE II - SITE SPECIFIC REGULATIONS

Development of the Bowie Site shall comply with the following:

1. AISD may construct up to two practice fields on the Bowie Site provided that each site is in a location mutually agreed upon by AISD and the City, and each field can be constructed in compliance with the regulations applicable to development of the Bowie Site as described in Article I.
2. No zoning change is required for the practice fields, provided the use is limited as described in Article III.
3. AISD will submit a site plan compliant with the regulations specified in Article I of this Agreement.
4. Impervious cover may not exceed the amount explicitly allocated to the Bowie Site in the conveyance of the Bowie Site to AISD--estimated to be 1,306.8 square feet (0.03 acres) of impervious cover.
5. Land that is designated on the plat or on a site plan on file with the City as part of a water quality control may not be used by AISD as a practice field.
6. Pedestrian access is limited to a single walking trail, which may include a concrete low water crossing across the creek. The pedestrian trail must be included in the site plan submitted by AISD in connection with development of the fields. Other than the walking trail, no sidewalks or drives may be constructed across the creek. Bollards shall be placed on either side of the creek crossing to prevent vehicular use.
7. No permanent vehicular access is allowed, with the exception of a single emergency access to enter from Brodie Lane, located outside both the critical water quality zone and the water quality transition zone.

8. Site clearance is limited to the practice fields and access routes.
9. Toilets are not allowed on the Bowie Site at any time.
10. No lighting, whether permanent or temporary using a generator, is allowed on the Bowie Site.
11. Pesticide, herbicide, and fertilizer may not be used on the Bowie Site. An irrigation system may be installed, composting of 6 inches is allowed, and nematodes and boiling water may be used to control fire ants.
12. AISD will revegetate any cleared areas with native turf types deemed appropriate after AISD's consultation with the Lady Bird Johnson Wildflower Center or other resource acceptable to the City.

### ARTICLE III - ADDITIONAL REQUIREMENTS

1. AISD shall erect signs on the site to adequately notify the public of the limitations on the use and the sensitive nature of the property. There shall be at least three types of signs, as described below; the numbers, locations, and specific language of the signs shall be determined after consultation between AISD and the City.
  - a) One type of sign shall advise of the environmentally sensitive nature of the area, the prohibition of fertilizer or pesticide use, and the limit of use for Bowie High School band or athletic practice.
  - b) One type of sign shall be placed on bollards at the creek crossing to advise that no motorized vehicles or bikes may use the crossing—pedestrians only.
  - c) One type of sign shall be placed on the fence between the Bowie Site and the City Property to advise that the City Property is a preserve with no public access.
2. AISD shall construct fencing in compliance with the specifications attached hereto as **EXHIBIT C**, and in the locations indicated in **EXHIBIT D** attached hereto.
  - a) The fencing along the boundary between the Bowie Site and the City Property must be complete before work of any kind may proceed on the Bowie Site.
  - b) The fencing along the Bowie Site's boundary with Slaughter Lane may be delayed until after completion of development of the fields, but shall be constructed before the fields may be used by AISD.
3. AISD shall coordinate with the City Neighborhood Connectivity Program to ensure that sidewalks are constructed in the rights-of-way along the Bowie Site's boundary with Slaughter Lane and Brodie Lane.

4. Use of the Bowie Site is limited to activities for which Bowie High School students receive academic credit.
5. The Bowie Site shall be used for Bowie High School sport or band practice only; there will be no use of the fields by outside parties, AISD schools-other than in conjunction with Bowie High School practices, competitive games, non-school events, or the like.
6. Band practice on the Bowie Site may not occur any day until after 11:00 a.m. and must end not later than 8:00 p.m.

**ARTICLE IV - CITY RESPONSIBILITIES**

1. The City shall construct sidewalks in the right-of-way along the City Property's boundary with Brodie Lane.
2. The City Neighborhood Connectivity Program will work with AISD to provide funding for construction of sidewalks along the Bowie Site boundary with Slaughter Lane and Brodie Lane.

**ARTICLE V - GENERAL PROVISIONS**

Resolution of any issue or dispute relating to this Agreement shall be governed by the Dispute Resolution provision in the School District Land Development Standards Agreement.

**IN WITNESS WHEREOF**, this Agreement is made and executed to be effective upon execution by the authorized representatives of AISD and the City.

**CITY OF AUSTIN:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Marc Ott  
 City Manager

**AUSTIN INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Mark J. Williams  
 President, Board of Trustees

**APPROVED AS TO FORM:**

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Mitzi Cotton  
Assistant City Attorney