

## **EXHIBIT A - STAFF RECOMMENDATION**

### **AMENDED AND RESTATED SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS AGREEMENT**

This Amended and Restated School District Land Development Standards Agreement (the “Agreement”) is entered into the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by the City of Austin (“City”) and Austin Independent School District (“School District”). Where required, the provisions of this Agreement shall also be considered ordinances issued by the City in compliance with its general powers and under the Texas Local Government Code (LGC). This Agreement amends and restates that certain School District Land Development Standards Agreement dated September 22, 1994 and any amendments thereto.

WHEREAS, the voters of Austin covered by the School District boundaries voted overwhelmingly in support of the 2.44 billion dollar bond (the “2022 Bond”) to bring new and modernized schools to the students of the School District;

WHEREAS, upon passage of the 2022 Bond, the School District has mobilized and is working to construct or rehabilitate these schools in an efficient and effective manner to assure the voters that such schools will be built and opened on time and on budget;

WHEREAS, the City recognizes that AISD owns its Educational Facilities where it prepares students with the knowledge and skills to thrive in college, career, and life for decades to come, and that ownership and longevity of use of these Facilities are major influential factors in agreeing to the terms contained within this Agreement;

WHEREAS, the City and the School District are both political subdivisions of the State of Texas such that certain limits apply to municipal regulation of school district construction of Educational Facilities;

WHEREAS, Section 212.902 of the Texas Local Government Code provides that a municipality and a school district may enter into an agreement to establish review fees, review periods, land development standards ordinances and to provide alternative water pollution control methodologies for school buildings;

WHEREAS, the City and the School District both desire that children living within their mutual jurisdictions should be educated in high quality Educational Facilities, as funded through the 2022 Bond and future bonds;

WHEREAS, the City and the School District acknowledge and agree that a uniform set of land development standards applicable to School District Educational Facilities both (i) allows for the School District to more effectively construct Educational Facilities in a timely manner at

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a lower cost of taxpayer dollars, and (ii) provides superior protections for the health, safety, and welfare of City residents.

NOW, THEREFORE, be it resolved that the City and the School District, pursuant to the laws of the state, hereto agree as follows:

### ARTICLE I: ORDINANCE COMPLIANCE AND MODIFICATION

#### 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 code of ordinances and adopted rules ("City Code"). Otherwise, City Code shall apply to School District development, except that no School District Educational Facility complying with prior agreements or City Code shall be considered a nonconforming use or noncomplying structure by the City if it complies with the terms of any such prior agreement or City Code, including through the granting of any related permit. For the avoidance of doubt, the School District may construct or reconstruct any building or structure on an Educational Facility site that was entitled under previous land development standards agreements based on the entitlements provided in such agreement(s).

Except for Chapter 25-12 (Technical Codes) of the City's Land Development Code ("LDC"), the City Code as it existed on the Effective Date of this Agreement shall apply throughout the term of this Agreement. Chapter 25-12 of the City's LDC contains the City's adopted Technical Codes (Building Code, Fire Code, Energy Code, Electrical Code, Mechanical Code, Plumbing Code, etc.) 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.

#### 1.2 Applicable Jurisdiction

This Agreement is applicable in the City's Planning Jurisdiction. Notwithstanding foregoing, this Agreement is not intended to impose additional requirements in the City's Extraterritorial Jurisdiction which are otherwise inapplicable under City Code or state law.

#### 1.3 Applicable Only to Educational Facilities

The modification of the ordinance provisions set forth in this Agreement apply only to Educational Facilities, including performance art buildings and other accessory uses as defined in Section 2.1 (Definitions) and Section 4.11 (Accessory Uses), herein, that are used for School District Purposes. This Agreement does not waive any fee or modify any

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ordinance of the City for an administration, service, or athletic facility not deemed an Educational Facility proposed for construction by the School District.

### 1.4 Fire Safety and Building Codes

Nothing in this Agreement shall be construed to limit the availability of, or waive fees imposed by fire, safety, health, or building code ordinances of the City prior to or during construction of Educational Facilities.

## ARTICLE II: DEFINITIONS

### 2.1 Definitions

Each term shall have the meaning assigned to it in the City Code. In addition, each of the following terms shall have the meaning assigned to it in this Article:

City Liaison: A designee of the City Development Services Department at the assistant director level who is specifically assigned to be the liaison between the School District and the City. The primary role of the City Liaison is that of facilitator of communications between the School District and the City, including as specifically described in this Agreement.

Educational Facility: Any building, structure, or site used for educational purposes including preschool, primary and secondary schools, activity facilities, temporary classrooms, and accessory uses owned, constructed, or operated by the School District. An Educational Facility is equivalent to a Public Primary Educational Facilities and/or Public Secondary Educational Facilities use as described in LDC § 25-2-6(B) and/or to a Preschool Facility as described in § 2.1 herein.

Effective Date: The date that this Agreement has been executed by both parties.

Major Revision: In this Agreement, the term "major revision" is synonymous with the term "site plan revision" as commonly used in the City's Development Services Department procedures for site plan permitting.

Minor Revision: In this Agreement, the term "minor revision" is synonymous with the term "site plan correction" as commonly used in the City's Development Services Department procedures for site plan permitting.

School District Liaison: A designee of the School District who is specifically assigned to be the liaison between the City and the School District. The primary role of the School District Liaison is that of the counterpart of the City Liaison.

School District Purposes: The use and development of a property by the School District for the furtherance of any constitutional or statutory purpose of a School District, including the construction of buildings and facilities for uses essential to or commonly associated with teaching, research, the preservation of knowledge, and all auxiliary

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enterprises, building, facilities, and uses, but for purposes of this Agreement only, not administration, transportation, or operations and vehicle maintenance facilities.

Temporary Classroom Building: A movable or modular building used for School District purposes constructed on a chassis and designed to be towed over public roads, designed for year-round occupancy, designed for use without a permanent foundation (but which may sit on a permanent foundation), and designed to be connected to one or more utilities. A temporary classroom may consist of one or more sections that can be telescoped when transported and expanded later for additional capacity, or if two or more sections, separately transportable but designed to be joined into one integral unit (otherwise known as “mega-portables” or “modular classrooms”).

### ARTICLE III: PLANNING COORDINATION

#### 3.1 Planning Coordination

At the request of the School District or the City, the parties shall collaborate on specific planning efforts to the benefit of both parties. Examples of such planning efforts may include but are not limited to on-street parking, stormwater management, zoning and use of properties owned by the School District, and use of properties jointly owned by the School District and the City.

### ARTICLE IV: ZONING

#### 4.1 Site Development Regulations

The regulations of LDC § 25-2-492 (Site Development Regulations) shall not apply to Educational Facility sites developed pursuant to this Agreement. Instead, development standards are established by this Agreement.

#### 4.2 Floor-to-Area Ratio

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

#### 4.3 Minimum Lot Size

There shall be no minimum lot size requirement on Educational Facility sites.

#### 4.4 Minimum Lot Width

There shall be no minimum lot width requirement on Educational Facility sites.

#### 4.5 Minimum Setbacks

School buildings on Educational Facility sites shall be set back a minimum of ten feet from a lot line. There shall be no minimum set back for other structures except for telecommunications towers as described in Section 6.6.

#### 4.6 Building Coverage

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There shall be no building coverage limitation on Educational Facility sites.

### 4.7 Impervious Cover

All impervious cover restrictions shall be based on the requirements found in Section 10.2 (Impervious Cover Limits) and Section 10.3 (Transfer of Impervious Cover) of this Agreement.

### 4.8 Compatibility Standards

Development pursuant to this Agreement is exempt from the Compatibility Standards of LDC Chapter 25-2, Subchapter C, Article 10, except that there shall be compliance with the following standards, as well as the standards found in Section 4.10 and 6.6 of this Agreement.

4.8.1 Except as provided in Section 4.8.3 below, an intensive recreational use associated with a public primary or secondary educational facility, excluding a multi-use trail, and including a swimming pool, tennis court, ball court, or playground, may not be constructed 25 feet or less from adjoining property:

4.8.1.1 in an Urban Family Residence (SF-5) or more restrictive zoning district; or

4.8.1.2 on which a use permitted in an SF-5 or more restrictive zoning district is located.

4.8.2 Exterior lighting must be hooded or shielded so that the light source is not directly visible from adjacent property:

4.8.2.1 in an SF-5 or more restrictive zoning district; or

4.8.2.2 on which a use permitted in an SF-5 or more restrictive zoning district is located.

4.8.3 Development on a site 8 acres or less in size is not subject to the requirements of § 4.8.1 above.

### 4.9 Traffic Impact Analysis

There shall be no requirement for a Traffic Impact Analysis ("TIA") or Neighborhood Traffic Analysis ("NTA") as part of any zoning or rezoning of a School District Educational Facility site.

4.9.1 In the event that a TIA or NTA is under City review for an area that includes a property being developed by the School District pursuant to this Agreement, the TIA and/or NTA shall not be required to be completed as a requirement, condition, or prerequisite to approval of a Zoning Application.

### 4.10 Height Regulations

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4.10.1 Except for telecommunications towers described in Section 6.6 of this Agreement, the maximum height of buildings or other structures constructed on Educational Facility sites shall not exceed 100' irrespective of the zoning or use of neighboring properties.

4.10.2 Except for telecommunications towers described in Section 6.6 of this Agreement, any portion of buildings or structures on Educational Facility sites that are within 60', inclusive of easements or other setback lines, of a property zoned SF-5 or more restrictive or developed with a single-family residential use are limited to 45' in height.

### 4.11 Accessory Uses

4.11.1 An accessory use is a use that is incidental to and customarily associated with a principal use, unless otherwise provided, is located on the same site as the principal use and may include parking for the principal use.

4.11.2 The following uses shall be considered accessory uses for Educational Facilities:

4.11.2.1 Refreshment stands and convenience food or beverage sales that serve a public assembly use;

4.11.2.2 Cafeterias, dining halls, and similar food services that are primarily for the convenience of students, employees, or visitors;

4.11.2.3 Parking facilities, including but not limited to structured and surface parking facilities;

4.11.2.4 Medical clinics and/or mental health services that are primarily for, but not limited to, the convenience of students, employees, parents, or visitors;

4.11.2.5 Gardens that are primarily for, but not limited to, the convenience of students, employees, parents, or visitors;

4.11.2.6 Sports and recreational facilities, if those facilities are used primarily for educational activities, and which are located on or are a part of an Educational Facility campus; and

4.11.2.7 Any other use so long as the accessory uses combined comprise no more than 25% of the square footage of the building(s) existing on an Educational Facility campus and such use is incidental to and customarily associated with the principal use.

### 4.12 Zoning Review Fees

The School District shall not pay to the City any fees for the review of applications for zoning or rezoning approval for Educational Facility building sites.

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### **4.13 City Review and Comment of Zoning Application**

#### **4.13.1 Zoning Review Prioritization**

- 4.13.1.1 In the rare instance that the School District finds it necessary to apply for a Zoning Application, the City shall prioritize and expedite School District zoning applications.

### **4.14 Dedicated Review Staff**

- 4.14.1 Upon the submission of a Zoning Application, the City shall assign to the School District a dedicated zoning review staff person who is familiar with Educational Facilities.

## **ARTICLE V: PLATTING**

The School District shall not be required to comply with the City's Subdivision Ordinance, LDC Chapter 25-4, notwithstanding the timing of the School District's acquisition, development, or redevelopment of property consistent with this Agreement.

## **ARTICLE VI: SITE DEVELOPMENT PERMIT**

### **6.1 Site Development Plan Not Required for Certain Development (Site Plan Exemption)**

- 6.1.1 The following are modifications to site plan exemptions as described in LDC § 25-5-2 (Site Plan Exemptions). Where no conflict exists between the provisions of this Agreement and LDC § 25-5-2, the School District may utilize the provisions of LDC § 25-5-2, as written.
  - 6.1.1.1 A site development plan is not required for development on an Educational Facility site that disturbs 10,000 square feet of land or less.
  - 6.1.1.2 A site development plan is not required for the addition, removal, or relocation of a Temporary Classroom Building without a permanent foundation on an Educational Facility site.
  - 6.1.1.3 A site development plan is not required for the construction of turning lanes from each side of a median on a divided arterial.
  - 6.1.1.4 If no conflict exists between provisions of this agreement and LDC § 25-5-3 (Small Projects), site development in that section will not require a Site Plan.
  - 6.1.1.5 Any other minor site activities similar to those listed above as determined by the Director of Development Services.
  - 6.1.1.6 The City shall designate dedicated review staff members familiar with the requirements of this Agreement within each discipline responsible for review of site plan exemptions.

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### **6.2 Minor Revisions to Approved Site Development Plan**

- 6.2.1 Minor revisions – administratively known as “site plan corrections” – may be submitted for any previously approved site plan unless expired by non-completion of construction, withdrawn, voided by approval of a new site plan on the same site, or otherwise voided, including after completion of construction and issuance of Certificate(s) of Occupancy.
- 6.2.2 The School District shall transmit to the City Liaison copies of proposed minor revisions to an approved site development plan.
- 6.2.3 Not later than the fifth working day after the School District’s submittal of a minor revision application, 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 Code. If after the fifth working day the City has not approved the request, the School District and City Liaison shall meet to resolve the remaining issues preventing such scheduling. Unless otherwise agreed to by the Liaisons, the above-described meeting shall occur within 2 working days of the 5th working day after the School District’s submittal of the minor revision application.
- 6.2.4 Minor field revisions involving temporary erosion controls may be approved by the City environmental field inspectors.
- 6.2.5 The City shall designate dedicated review staff member familiar with the requirements of this Agreement within each discipline responsible for review of minor revisions.
- 6.2.6 Minor revisions are intended for alterations to an approved site development plan which are beyond the scope of a site plan exemption (detailed in Section 6.1 above) but less intensive than the scope of a major revision (detailed in Section 6.4 below). Alterations allowed to be processed through the use of a minor revision include those which generally:
  - 6.2.6.1 Do not generate more than 25% additional site traffic above the overall approved site development plan, or significantly affect traffic or pedestrian patterns in an adverse manner;
  - 6.2.6.2 Do not increase impervious cover by more than 10,000 square feet; and
  - 6.2.6.3 Do not affect water quality or drainage patterns.

### **6.3 Major Revisions to Approved Site Development Plan**

- 6.3.1 Major revisions – administratively known as “revisions” – may be submitted for any previously approved site plan unless expired by non-completion of construction, withdrawn, voided by approval of a new site plan on the same site,



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or otherwise voided, even after completion of construction and issuance of Certificate(s) of Occupancy.

- 6.3.2 Major revisions are intended for improvements which are beyond the scope of a site plan exemption (detailed in Section 6.1 above) and minor revision (detailed in Section 6.2 above).
- 6.3.3 Major revisions shall be given the same dedicated review times, review staff, and priority as site development permit applications under the provisions of Section 6.17 of this Agreement.
- 6.3.4 Buildings may be added to a site development permit through the use of a major revision and shall not require a new site development permit application.
- 6.3.5 Additions to limits of construction and overall site area, whether through extension of limits of construction within the existing site or through the addition of new land/property not originally included in the initial site development permit, shall be allowed so long as the additional site area is contiguous with the existing site.

### 6.4 Temporary Classroom Buildings

- 6.4.1 Temporary Classroom Buildings which are added to an existing Educational Facility campus are exempt from the provisions of the site development regulations contained in the LDC. Temporary Classroom Buildings which are added to an existing Educational Facility campus shall not be counted as impervious cover. Such Temporary Classroom Buildings shall comply with the setback requirements for Waterway Setbacks, Critical Environmental Features, Protected and Heritage Tree setbacks, City of Austin fully-developed floodplains, and limitations associated with construction on slopes. The Director may administratively approve reductions in setbacks from Waterway Setbacks, but in no case shall such reductions be reduced to less than 50' measured linearly from the Waterway Setback boundary or Critical Environmental Feature.
- 6.4.2 Notwithstanding the provisions of Section 1.1 of this Agreement, all Temporary Classroom Buildings shall comply with building, fire, electric, energy, mechanical, plumbing, and other technical codes and criteria of the City in effect at the manufacture date of the Temporary Classroom Building and be approved by the Texas Department of Licensing and Regulation (TDLR). The relocation of a Temporary Classroom Building within the same campus or onto a different campus does not constitute a new manufacture date. Notwithstanding the above, 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 to the extent that such State or Federal law or regulations are satisfied.

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- 6.4.3 The School District shall obtain any and all applicable permits for the movement of Temporary Classroom Buildings.
- 6.4.4 The City may inspect Temporary Classroom Buildings for compliance with applicable regulations.
- 6.4.5 No permit fees related to Temporary Classroom Buildings 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.

### 6.5 Educational Facilities on Public "P" District Zoned Tracts

Site plan review for School District Educational Facilities located in whole or in part on Public "P" District Zoned tracts shall be reviewed under the LDC §25-5, Article 2 – Administrative Site Plans.

### 6.6 Telecommunication Towers

- 6.6.1 A tower that complies with the requirements of this section is permitted on any Educational Facility site.
- 6.6.2 A tower may not exceed a height of 120 feet and the antenna array may not exceed the tower height by more than 10 feet.
- 6.6.3 A tower may not be located
  - 6.6.3.1 within 120 feet of an abutting residential property zoned SF-5 or more restrictive or developed with a single-family, duplex, or two-family residential use;
  - 6.6.3.2 on or within 300 feet of a property that is zoned as a historic landmark (H) or historic area (HD) combining district or included in a National Register District;
  - 6.6.3.3 within 50 feet of a day care services (commercial) use; or
  - 6.6.3.4 within 50 feet of a dwelling unit.
- 6.6.4 A tower must be of monopole construction and designed to accommodate at least two antenna arrays.
- 6.6.5 Guys and guy anchors must be at least 20 feet from an adjoining property.
- 6.6.6 A tower must be enclosed by security fencing and screened from street view by landscaping or opaque fencing at least six feet high.
- 6.6.7 A tower must be identified by a sign visible from outside the screening. The sign must state in letters at least two inches high the name and telephone number of the tower manager and the Federal Communications Commission license number.

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- 6.6.8 A tower must be constructed in accordance with the most recent American National Standards Institute structural standards for steel antenna towers.
- 6.6.9 A site plan is not required for construction of a tower that complies with this Agreement.
- 6.6.10 A tower may not be located within a Critical Water Quality Zone.
- 6.6.11 Notwithstanding the above limitation, the Critical Water Quality Zone boundaries may be reduced within a Suburban Watershed to not less than 50 feet from the centerline of a minor waterway, 100 feet from the centerline of an Intermediate Waterway, and 150 feet from the centerline of a Major Waterway if the overall surface area of the Critical Water Quality Zone is the same or greater than the surface area that would be provided without the reduction, as prescribed in the Environmental Criteria Manual, to facilitate tower construction.
- 6.6.12 A tower may be allowed in the fully developed floodplain with attached equipment no lower than one foot above the 100-year floodplain in elevation. The School District shall provide the City with a study certified by a professional engineer in the State of Texas that indicates such placement will not cause an adverse flooding impact to other properties, and such study shall require the approval of the City before a permit may be issued.

### 6.7 Adjacent Street Widths

- 6.7.1 The parties' goal of adequate adjacent street widths is to ensure safe public access to Educational Facilities and efficient neighborhood circulation.
- 6.7.2 The requirements of LDC § 25-2-832 do not apply to development of School District Educational Facilities pursuant to this Agreement, as such Safe Public Access and Efficient Neighborhood Circulation shall be addressed in the Traffic Circulation Analysis and Access Management Plan described in Section 6.9 of this Agreement. Furthermore, a Traffic Circulation Analysis and Access Management Plan shall be provided when an abutting street to an Educational Facility is less than forty feet (40') in width.

### 6.8 Landscape Standards

- 6.8.1 It is a goal and intent of both the School District and the City that newly constructed Educational Facilities adhere to the highest environmental, sustainability, and design standards. Landscaping shall accordingly be provided for each new Educational Facility according to City Code, except where modified by this Section.
  - 6.8.1.1 No parking lot medians, islands, or peninsulas are required so long as parking lot perimeters include 1 tree per every 30', except where adjacent to a building or other structure.

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6.8.1.2 Educational Facility sites need not comply with buffering or screening requirements to the extent such requirements interfere with school safety protocols and best practices as determined by the School District.

6.8.2 The School District shall complete the required landscaping of an Educational Facility site within eighteen months of the issuance of a certificate of occupancy for the Educational Facility. If the School District does not complete the required landscaping within eighteen months, the School District shall provide written notice of such failure to the City Liaison within 30 calendar days of such occurrence.

6.8.3 The City Arborist shall have administrative authority to consider and approve Heritage Tree removal, variance, or other requests based on the criteria in LDC §§ 25-8-642 and 25-8-643.

### 6.9 Traffic Impact Analysis

6.9.1 No Traffic Impact Analyses nor Neighborhood Traffic Analyses (NTA) shall be required for Educational Facilities site plans.

6.9.2 Rather, if a Traffic Impact Analysis would otherwise be required, the School District shall provide a Traffic Circulation Analysis and Access Management Plan, with the below information, to be evaluated by the Transportation and Public Works Department.

6.9.2.1 School Description;

6.9.2.2 Location/Study Area Map;

6.9.2.3 Site Layout(s);

6.9.2.4 Traffic Queuing and Circulation Analysis;

6.9.2.5 Safety and Connectivity Narrative;

6.9.2.6 Parking (locations, access, counts, and categorization of parkers);

6.9.2.7 Bike/Ped routes – (on site and off site - to/from the development site);

6.9.2.8 Drop-off/Pick-up schedules including on-site staffing and traffic management responsibilities;

6.9.2.9 Off-site parking (if off-site parking is to be provided, then the location of the parking must be provided along with the bike/ped routes from the off-site location to the Educational Facility must be included).

6.9.3 It is a goal and intent of both the School District and the City that—through Traffic Circulation Analysis and Access Management Plans—the parties can better plan for traffic issues commonly found at Educational Facilities.

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- 6.9.4 The School District shall submit an electronic copy containing a PDF of the report, site plan exhibits, and calculations.
- 6.9.5 In the event where a TIA or NTA is under City review for an area that includes a property being developed by the School District pursuant to this Agreement, the TIA and/or NTA shall not be required to be completed as a requirement, condition, or prerequisite to approval of a zoning application, site development permit, building permit, or any other development-related permit, inspection or certificate of occupancy, sought by the School District.
- 6.9.6 Notwithstanding the provisions of LDC § 25-6-101 and/or LDC § 25-6-102, the Director may condition approval of a proposed School District development for an Educational Facility on construction or funding of system improvements as described in this subsection:
  - 6.9.6.1 System improvements, limited to:
    - 6.9.6.1.1 Sidewalks and curb ramps on School District property;
    - 6.9.6.1.2 Traffic signs and markings;
    - 6.9.6.1.3 Urban trail improvements; and
    - 6.9.6.1.4 Right-of-way dedications.
  - 6.9.6.2 System improvements required under this subsection must be located:
    - 6.9.6.2.1 Within the boundaries of the development for which they are required; or
    - 6.9.6.2.2 Along an immediately adjacent half of public right-of-way.
  - 6.9.6.3 For other system improvements, planning and development efforts are to be conducted according to the provisions of this Agreement, but shall not be construed as requirements, conditions, or prerequisites for approval of a Site Development Permit. Such issues must be resolved prior to granting a Certificate of Occupancy. Such other system improvements may include but are not limited to:
    - 6.9.6.3.1 Upgrades to signal infrastructure;
    - 6.9.6.3.2 Traffic calming devices;
    - 6.9.6.3.3 Bike lanes or upgrades to bike facilities;
    - 6.9.6.3.4 Rectangular rapid flashing beacons;
    - 6.9.6.3.5 Pedestrian refuge islands;
    - 6.9.6.3.6 Neighborhood sidewalk improvements including completion of missing segments, reconstruction of

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damaged or non-ADA-compliant segments, and/or adding street trees or other shade devices;

6.9.6.3.7 Pedestrian hybrid beacons; or

6.9.6.3.8 Measures to limit transportation demand.

6.9.7 The Director shall allow the School District to pay a fee in-lieu of constructing one or more transportation system improvements required under subsection 6.9.3.1 or 6.9.3.2 at the request of the School District. A fee in-lieu collected under this subsection shall be placed in a dedicated fund and used solely for the purpose of constructing one or more system improvements required for a particular site development permit under Section 6.9.3.1 or Section 6.9.3.2 and shall be spent within 10 years from the date fee is paid to the City.

6.9.8 The School District may request a refund of any funds that remain unspent after the end of the ten-year period. A refund request under this section must be submitted in writing, on a form provided by the Director.

6.9.9 The School District need not pay a street impact fee (SIF) for any Educational Facility projects.

### 6.10 Parking Requirements

6.10.1 There shall be no minimum on-site parking requirement applicable to Educational Facilities, but to the extent parking shall be installed, it shall be included in the Transportation Circulation Study and Access Management Plan described in Section 6.9 of this Agreement.

6.10.2 Bicycle parking shall be provided as the School District deems appropriate.

6.10.3 Except for landscaping requirements, the layout of a parking lot must comply with the Transportation Criteria Manual.

### 6.11 Driveways

Up to four (4) driveways are permitted per School District Educational Facility site. Additional driveways are permitted if such driveway(s) are included on an approved Traffic Circulation Analysis and Access Management Plan.

### 6.12 Sidewalks

6.12.1 For development with existing public sidewalks that are compliant with the Transportation Criteria Manual (TCM) and the LDC, notwithstanding the requirements of Chapter 25-2, Subchapter E, as they exist as of the Effective Date of this Agreement, and in compliance with the requirements of the Americans with Disabilities Act, such sidewalks shall not be required to be reconstructed, except to address segments of such sidewalks evaluated by a

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Texas Registered Accessibility Specialist and deemed to be non-compliant with ADA requirements.

6.12.2 For sidewalks with missing segments or segments that are non-compliant with TCM and/or LDC requirements, only non-compliant segments shall be required to be constructed or reconstructed.

6.12.3 The School District may request to pay a fee in-lieu of constructing required sidewalk improvements in accordance with the provisions of Section 6.9 of this Agreement.

### 6.13 Interim Condition Compliance

In instances where development, redevelopment, construction, reconstruction, demolition, and/or phasing of such work may create interim non-compliance with any development regulation of the City and/or of this Agreement, the City will work with the School District to provide temporary alternative methods of compliance if the non-compliance will ultimately be resolved when the project is complete, according to the proposed final condition on the site development plans. Such temporary alternative methods of compliance shall not result in increased stormwater discharge from the site. Interim conditions shall not exceed six months and can be extended at the Director's discretion.

### 6.14 Alternative Design

6.14.1 The School District may request an alternative design ("Alternative Design") when strict compliance is not feasible. The Director may approve an Alternative Design to satisfy any requirement of the City Code and/or of this Agreement if the design meets the following standards:

6.14.1.1 The proposed Alternative Design is in general conformity with the intent of the regulation in question; and

6.14.1.2 The proposed Alternative Design will have no significant adverse impact on the health, safety, or general welfare of surrounding property owners or the general public, or such impacts will be substantially mitigated.

### 6.15 Water, Wastewater, and Reclaimed Water Service

#### 6.15.1 Utilities Across Lot Lines

Water, wastewater, or reclaimed water infrastructure serving School District Educational Facilities located on multiple lots shall be permitted to cross lot lines in the event that the School District owns, in whole or in part, the tracts being developed, and the School District requests an Alternative Design and complies with all City terms and conditions.

#### 6.15.2 Reclaimed Water

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It is a goal and intent of both the School District and the City that Educational Facilities adhere to the highest environmental and sustainability standards, including with respect to the conservation of water. Although the School District need not strictly comply with the reclaimed water requirements of City Code (primarily located in LDC Chapter 25-9, including but not limited to dual plumbing, the City's Water Forward goals and requirements, and the use of non-potable water), the School District will cooperate with the City such that Educational Facilities are constructed in line with such requirements to the extent the School District determines that additional costs are appropriate.

### 6.15.3 Water Conservation

Any City water conservation requirements imposed during conservation periods regarding the use of potable or reclaimed water received through City wholesale services shall be applicable to School District Educational Facilities.

### 6.16 Demolition and Historic Review

6.17.1 Notwithstanding LDC § 25-5-2(B)(7), the City shall approve demolition permits with an approved site plan exemption, regardless of square footage, so long as the School District complies with any applicable required demolition notification processes.

6.17.2 Notwithstanding City Council Resolution 20160623-082 or its amendment in City Council Resolution 20180510-049, or any related policy of the Historic Preservation Office or Historic Landmark Commission, the Historic Preservation Office may review and release a demolition permit administratively per LDC Section 25-11-213(B)(7) without the requirement of a hearing before the Historic Landmark Commission if the applicable project was included in a School District bond approved by voters.

6.17.3 City staff shall collaborate with School District and historic preservation stakeholders to identify Educational Facility projects that include buildings over 50 years of age that may require demolition permits and to develop recommendations regarding expedited scheduling at the Historic Landmark Commission.

6.17.4 Such scheduling can occur outside of any existing or planned permitting process and shall be tied to a site plan exemption that is undertaken for historic review purposes only.

6.17.5 The City shall place such requests on the agenda of the next available meeting for which the City can meet its notification deadlines.

6.17.6 A demolition permit shall not expire for a period of 5 years if it is for a project that was included in a School District bond approved by voters.

### 6.17 City Review and Comment of Site Development Plan

6.17.1 Review Scope



## EXHIBIT A - STAFF RECOMMENDATION

- 6.17.1.1 Review of site development permit application materials for Educational Facility sites with existing development which will be maintained and or modified shall be limited to those elements being newly developed or modified.
  - 6.17.1.2 Existing development shall be treated as existing, conforming, and compliant development and shall not be required to be modified for purposes of compliance with regulations otherwise applicable to the site if such existing developed elements are not proposed to be modified.
  - 6.17.1.3 Where existing development is proposed to be modified, only those specific elements proposed to be modified shall be reviewed for and be required to come into compliance with applicable regulations.
- 6.17.2 Review Schedule
- 6.17.2.1 The City Liaison shall notify the School District Liaison by telephone or email within 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 Code. 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 15 working 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 15 working 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.
  - 6.17.2.2 After submittal of a sufficient and complete application, the City shall have 10 working days to review a small project site development plan and respond to the School District Liaison per written comments by all relevant City departments regarding compliance with this Agreement and applicable City Code.
  - 6.17.2.3 The City shall have 10 working days to review submitted updates to a site development plan.

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- 6.17.2.4 The School District shall give the City Liaison at least 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.
- 6.17.2.5 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.
- 6.17.2.6 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 10 working days of the City issuing comments to the second site development plan update.

### 6.17.3 Final Approval

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

### 6.17.4 Effect of Approved Site Development Plan

- 6.17.4.1 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.
- 6.17.4.2 The School District may begin site construction and utility construction in accordance with the site development plan after:
  - 6.17.4.2.1 The approval of the site development plan;
  - 6.17.4.2.2 A preconstruction conference; and
  - 6.17.4.2.3 Installation of required environmental controls.
- 6.17.4.3 If applicable, water meter, reclaimed water meter, and wastewater tap(s) from the City may be purchased after approval of the Site Development Plan. All applicable inspections and testing must be completed prior to issuance of a certificate of occupancy.

### 6.18 Review and Impact Fees

The School District shall not pay to the City any fees for the review of site development permit applications for Educational Facility sites, or any impact fees related to the

## **EXHIBIT A - STAFF RECOMMENDATION**

construction at an Educational Facility site. Notwithstanding the foregoing, the School District shall pay for inspection fees.

### **6.19 Fiscal Surety**

6.19.1 No fiscal surety, cash escrow, letter of credit, bond, or any other form of financial guarantee, associated with development by the School District pursuant to the 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, including but not limited to fiscal surety for:

6.19.1.1 Erosion and sedimentation controls;

6.19.1.2 Off-site tree mitigation;

6.19.1.3 Parkland dedication or improvements;

6.19.1.4 Work in a public right-of-way and temporary use of right-of-way fees;

6.19.1.5 Water, Reclaimed Water, and Wastewater Improvements or

6.19.1.6 Subdivision infrastructure improvements.

6.19.2 By execution of this Agreement, the School District agrees that the performance otherwise secured by a financial guarantee under the City Code, will be made at School District cost.

6.19.3 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.

6.19.4 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 VII: BUILDING PERMIT**

### **7.1 Building Construction Plan Review and Building Permit Issuance**

7.1.1 For an addition to an existing School District Educational Facility building, building code review shall be limited to the addition where the addition connects to the existing building and the accessible route(s) to the addition.

7.1.2 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 15 working days to review a

## EXHIBIT A - STAFF RECOMMENDATION

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.

- 7.1.3 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.
- 7.1.4 The City shall have 10 working days to review the submitted 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 10 working days review period by the City shall apply to each additional resubmittal of the building construction plans.
- 7.1.5 If the City fails to provide written comments to the School District within the required 10 working 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 reasonably possible to resolve outstanding issues. The City and School District may mutually agree to extend any of the required 10 working day review periods.

### 7.2 City Review and Comment of Building Permits

#### 7.2.1 Review Schedule

- 7.2.1.1 The City Liaison shall notify the School District Liaison by telephone or email within 5 working days of receiving a building permit submittal ("Building Permit Application") if the building permit Application does not meet the minimum submittal requirements of this Agreement and applicable City Code. If the Building Permit Application 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 Building Permit Application, the City shall have 15 working days to review the Building Permit Application and accompanying reports, if any, and respond with complete comments from all reviewing City departments to the School District Liaison regarding the Building Permit Application's compliance with this Agreement. Should complete comments not be returned within said 15 working 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 Building Permit Application will be issued.

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- 7.2.1.2 The City shall have 10 working days to review submitted updates to a Building Permit Application.
- 7.2.1.3 The School District shall give the City Liaison at least 2 working days prior notice of the School District's intent to submit a Building Permit Application for initial review or update based on prior City review.
- 7.2.1.4 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.
- 7.2.1.5 If, after the City has issued comments to the second update to the Building Permit Application and the City has not approved said permit, the School District Liaison and City Liaison shall meet to resolve the remaining issues preventing such approval. Unless otherwise agreed on by the Liaisons, the above-described meeting shall occur within 10 working days of the City issuing comments to the second Building Permit Application update.

7.2.2 Building permits for Educational Facilities shall have priority review by the City.

### **7.3 Inspections**

Building inspections shall be performed within 2 days of the School District having notified the inspector and the inspection being scheduled. The School District will arrange for the layout inspection to be performed by a Registered Professional Land Surveyor and the foundation inspection will be performed by a Registered Professional Engineer.

## **ARTICLE VIII: ANNUAL PERMIT**

Certain authorized building, electrical, mechanical, and plumbing scopes of work at School District Educational Facilities covered under this Agreement shall be eligible for completion under an Annual Permit as described in Section 1.1.2.1 of the City Building Criteria Manual. Instead of an individual permit for each alteration to an already approved gas, electrical, mechanical or plumbing installation, including defined minor building alterations and repairs, the City Building Official is authorized to issue an Annual Permit upon application thereof to the School District if they regularly employ one or more qualified trade persons in the building, structure or on the premises owned or operated by the School District for the permit. The facility shall maintain records on all work performed and scheduled quarterly inspections under the annual permit in accordance with § 105.1.2 of the Local Amendments to the International Building Code (IBC) and DSD Annual Permit Inspections Policy (Annual Permit Records).

## **ARTICLE IX: CONSTRUCTION**

## EXHIBIT A - STAFF RECOMMENDATION

The City shall provide site plan construction inspections within 5 business days of such request being made by the School District to the City Liaison.

### ARTICLE X: ENVIRONMENTAL

#### 10.1 Environmental Resource Inventory

10.1.1 It is the intent of the parties that an Educational Facility project on a built-out site with a validly existing site plan shall be eligible for a waiver under LDC Section 25-8-121(D).

#### 10.2 Impervious Cover Limits

10.2.1 Impervious cover limits for Educational Facility development covered by this Agreement are established by this section.

10.2.2 Impervious cover calculated for School District Educational Facilities shall not consider natural trails or natural surface tracks as impervious cover, as such facilities are described in the Environmental Criteria Manual.

10.2.3 This subsection applies to impervious cover limitations for Educational Facilities in an Urban watershed.

10.2.3.1 In an Urban watershed, the maximum impervious cover is 65% of gross site area, or 70% of the gross site area if a transfer of impervious cover is available and utilized, except:

10.2.3.1.1 For Educational Facility campuses in an Urban watershed that are more than 5-acres but less than 10-acres in size, a maximum impervious cover of 75% gross site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.3.1.2 For Educational Facility campuses in an Urban watershed that are less than or equal to 5-acres in size, a maximum impervious cover of 80% gross site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.3.2 Impervious cover transfers to an Educational Facility site in an Urban watershed, if utilized, must be from a site in the same watershed classification and otherwise meet the requirements of this Subsection.

10.2.3.3 To be eligible for the Urban watershed additional impervious cover described in this Section, water quality treatment shall be required for all impervious cover that is compliant with applicable sections of this Agreement.

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10.2.4 This subsection applies to impervious cover limitations for Educational Facilities in a Suburban watershed.

10.2.4.1 In a Suburban watershed, the maximum impervious cover is 50% of gross site area, or 60% of the gross site area if a transfer of impervious cover is available and utilized, except:

10.2.4.1.1 For Educational Facility campuses in a Suburban watershed that are more than 5-acres but less than 10-acres in size, a maximum impervious cover of 70% gross site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.4.1.2 For Educational Facility campuses in a Suburban watershed that are less than or equal to 5-acres in size, a maximum impervious cover of 75% gross site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.4.2 Impervious cover transfers to an Educational Facility site in a Suburban watershed, if utilized, must be from a site in the same watershed classification and otherwise meet the requirements of this Subsection.

10.2.4.3 To be eligible for the Suburban watershed additional impervious cover described in this Section, water quality treatment shall be required for all impervious cover that is compliant with applicable sections of this Agreement.

10.2.5 This subsection applies to impervious cover limitations for Educational Facilities in a Water Supply watershed.

10.2.5.1 In a Water Supply watershed, the maximum impervious cover is 50% of net site area, or 60% of the net site area if a transfer of impervious cover is available and utilized, except:

10.2.5.1.1 For Educational Facility campuses in a Water Supply watershed that are more than 5-acres but less than 10-acres in size, a maximum impervious cover of 70% net site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

10.2.5.1.2 For Educational Facility campuses in a Water Supply watershed that are less than or equal to 5-acres in size, a maximum impervious cover of 75% net site area will be allowable and such limits shall apply to the site regardless of whether impervious cover transfers are utilized or not.

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- 10.2.5.2 Impervious cover transfers to an Educational Facility site in a Water Supply watershed, if utilized, must be from a site in the same watershed classification and otherwise meet the requirements of this Subsection.
- 10.2.5.3 To be eligible for the Water Supply watershed additional impervious cover described in this Section, water quality treatment shall be required for all impervious cover that is compliant with applicable sections of this Agreement.
- 10.2.6 Notwithstanding anything to the contrary in this Section 10.2, this subsection applies to impervious cover limitations for Educational Facilities in an uplands zone of the Barton Springs Zone.
  - 10.2.6.1 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:
    - 10.2.6.1.1 Except as provided in Subsection 10.2.6.1.2 or 10.2.6.1.3 below, development of an Educational Facility site shall be 25% impervious cover or comply with the impervious cover regulations established in Section 25-8-514 of City Code (the Save our Springs Ordinance), whichever is greater.
    - 10.2.6.1.2 For an Educational Facility site described on **Exhibit A**, impervious cover may not exceed the impervious cover limit established in the exhibit.
    - 10.2.6.1.3 For development of an Educational Facility 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 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 Educational Facility site.
- 10.2.7 Notwithstanding anything to the contrary in this Section 10.2, the following applies to development or redevelopment of an existing Educational Facility site in the Barton Springs Zone:



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10.2.7.1 An existing Educational Facility site may achieve compliance with the impervious cover requirements of Subsections 10.2.6.1.1 and 10.2.6.1.2 above by transferring impervious cover under the provisions of Section 10.3, but an existing Educational Facility site may not exceed 50% of actual impervious cover on a net site basis.

10.2.8 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 10.2, whichever is greater.

### 10.3 Transfer of Impervious Cover

10.3.1 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 on any Educational Facility site within the same watershed classification.

10.3.2 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 on any Educational Facility site within the same watershed classification.

10.3.3 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 on any Educational Facility site within the same watershed classification. Such buffer area may also be included in the Net Site Are calculations for the Uplands Zone.

10.3.4 A maximum of 85% of the transfer credit otherwise available under Section 10.3.2 is permitted for grass play field within the Water Quality Transition Zone if restored using predominately 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 50% of the transfer credit otherwise available under the Section 10.3.2 is permitted for land use for wastewater disposal.

10.3.5 Impervious cover may only be transferred to another site or tract owned by the School District within the same watershed classification and may only be used in conjunction with an Educational Facility constructed pursuant to this Agreement. Impervious cover may not be transferred unless the transferring tract has an approved site plan which covers the area from which impervious cover is

## EXHIBIT A - STAFF RECOMMENDATION

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.

10.3.6 Notwithstanding anything to the contrary in this Section 10.3, and excluding Bowie High School except for Subsection 10.3.6.7, impervious cover can be transferred for development or redevelopment of existing Educational Facility sites within the Barton Springs Zone subject to the following conditions.

10.3.6.1 The tract from which impervious cover may be transferred (the “Transferring Tract”) is more particularly described as follows:

*Lot 60 in Block 6 of TRAILWOOD VILLAGE TWO AT TRAVIS COUNTRY, a subdivision on Travis County, Texas, according to the map or plat thereof, recorded in Volume 76, Pages 393-395 of the Plat Records of Travis County, Texas (“Transferring Tract One”).*

10.3.6.2 The impervious cover credits eligible for transfer from the Transferring Tract shall be calculated based on the allowable impervious cover under this Agreement.

10.3.6.3 Before a transfer of impervious cover is permitted, the Transferring Tract shall be restricted to prohibit development on the tract in a manner acceptable to the City, which may include a conservation easement, restrictive covenant, or similar instrument.

10.3.6.4 Except as provided in Subsection 10.3.6.7, once impervious cover credit is transferred from the Transferring Tract, such impervious cover credit is not available to be transferred to another Educational Facility site.

10.3.6.5 For the Transferring Tract, the School District shall submit a site plan in order to track the amount of impervious cover available for transfer and to document the conservation use of the site. The City shall waive all site plan submittal requirements for this site plan, other than those necessary to document the transferrable impervious cover and conservation use.

10.3.6.6 For each Educational Facility site receiving a transfer of impervious cover credit, the School District shall submit a site plan with a tracking table indicating the amount and source of transferrable impervious cover available, the amount of transferrable impervious cover used in the subject site plan, and the amount of transferrable impervious cover remaining. With each approved site plan under this subsection, the School District shall administratively modify the site plan

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described in Section 10.3.6.5 to reflect the transfer of impervious cover.

- 10.3.6.7 Impervious cover removed from the Akin Tract, described below, after January 22, 2018, and which has not already been credited, may be credited to the total impervious cover available from the Transferring Tract up to an amount equal to the impervious cover transferred to Bowie High School from the Transferring Tract under the Agreement Between the City of Austin and the Austin Independent School District Establishing Site Development Standards for Redevelopment of Bowie High School and Impervious Cover Transfers, effective January 22, 2018, as amended. The Akin Tract is more particularly described as follows:

*Lot(s) 1, AKIN SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat thereof, recorded in Volume 91, Page(s) 110 of the Plat Records of Travis County, Texas.*

### 10.4 Waterway Setbacks

- 10.4.1 Except as authorized in the LDC and in Section 10.4.2 and 10.4.3 below, development is not permitted in a Critical Water Quality Zone or Water Quality Transition Zone.
- 10.4.2 In a Water Quality Transition Zone, the maximum impervious cover is 18%, except that in the Barton Springs Zone, development is limited to the development allowed in a Critical Water Quality Zone.
- 10.4.3 Buffer averaging of both the Critical Water Quality Zone and Water Quality Transition Zone may be utilized in watersheds outside the Barton Springs Zone for Educational Facility sites. The buffer averaged must be adjacent and the areas contained within each respective buffer after buffer averaging shall remain the same as originally defined by the City.

### 10.5 Cut and Fill

- 10.5.1 No cut and fill limits shall apply to the building footprint area, roadway rights-of-way or the construction and maintenance of Water Quality Controls and detention ponds.
- 10.5.2 No cut and fill in excess of 4 feet shall be allowed in the Critical Water Quality Zone or the Water Quality Transition Zone.
- 10.5.3 Cut and fill in excess of 4 feet must be structurally contained in accordance with the City's Environmental Criteria Manual.

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10.5.4 In the Uplands Zone, cut or fill between 4 and 8 feet may be administratively approved. Cut or fill in excess of 8 feet must be approved by the Land Use Commission.

10.5.5 Criteria for allowing cut or fill between 4 and 8 feet shall include, but not be limited to:

10.5.5.1 No adverse impact on a Critical Environmental Feature;

10.5.5.2 No adverse impact on water quality; or

10.5.5.3 The site has been previously disturbed by manmade activities.

10.5.6 The fill limitation shall not apply to:

10.5.6.1 Fill placed under foundations and containment walls perpendicular to the round, or with pier and beam construction if the fill is structurally contained; or

10.5.6.2 Back fill for utility construction or wastewater drain fields.

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

### 10.6 Construction on Slopes

10.6.1 Construction on slopes of 25% to 35% is permitted for construction of a building or parking area if the site was owned by the School District on January 1, 1994.

### 10.7 Water Quality Controls

10.7.1 Except as otherwise provided in this section, all Educational Facility sites shall contain water quality controls constructed and maintained in accordance with City Code.

10.7.2 Water quality controls shall use “green stormwater infrastructure” as defined by the Environmental Criteria Manual unless innovative water quality control measures are proposed and accepted by the Director of the Watershed Protection Department in compliance with LDC Section 25-8-151(C) (Innovative Management Practices).

10.7.3 This subsection applies to development or redevelopment of an existing Educational Facility site in the Barton Springs Zone.

10.7.3.1 An Educational Facility site must provide water quality controls that comply with LDC § 25-8-514 (Pollution Prevention Required) for all existing, new, and redeveloped areas on the site. Water quality treatment volume shall be based on the actual on-site impervious cover and not be adjusted by any transfer of impervious cover credit to the site.

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- 10.7.3.2 Except as otherwise provided in this subsection, water quality treatment shall use on-site controls.
- 10.7.3.3 Off-site controls for water quality treatment for water quality controls may be permitted if the Director of the Watershed Protection Department determines that it is not technically feasible to provide all of the required water quality treatment using on-site controls.
- 10.7.3.4 If off-site controls are permitted, on-site controls will be used to the maximum extent technically feasible, as determined by the Director of the Watershed Protection Department.
- 10.7.3.5 The Director of the Watershed Protection Department has determined that it is not technically feasible to provide all of the required water quality treatment using the on-site controls at the following Educational Facility sites and that the pollutant load reductions stated below are the maximum extent technically feasible on each Educational Facility site.
  - 10.7.3.5.1 Zilker Elementary shall use on-site controls to reduce pollutant loads to the level that would be created by 25% net site area impervious cover.
  - 10.7.3.5.2 Barton Hills Elementary shall use on-site controls to reduce pollutant loads to the level that would be created by 15% net site area impervious cover.
  - 10.7.3.5.3 Baranoff Elementary shall use on-site controls to reduce pollutant loads to the level that would be created by 10% net site area impervious cover.
- 10.7.3.6 Off-site controls for water quality treatment shall be provided for an equivalent area subject to approval by the Director of the Watershed Protection Department based on the following criteria:
  - 10.7.3.6.1 The equivalent area shall be located on a property owned by the School District within the Barton Springs Zone portion of the Edwards Aquifer Recharge Zone or, if such a site is not available, within the Barton Springs contributing zone.
  - 10.7.3.6.2 The equivalent area shall be an area that does not currently receive treatment and is not likely to be treated in the future.

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10.7.3.6.3 The equivalent area shall be at least equal to the impervious cover area on the Educational Facility site that requires treatment.

10.7.3.6.4 If impervious cover is removed to meet treatment requirements, the site shall be permanently restricted from future development of an equivalent amount of impervious cover unless treatment can be provided in another acceptable form and approved by the City.

10.7.3.7 The School District shall submit the design for off-site controls to the City as part of the site plan for the Educational Facility site that requires treatment. The City will review the off-site controls and associated drainage areas only for compliance with the Agreement and other regulations applicable to the water quality treatment system.

### **10.8 Artificial Turf**

10.8.1 Artificial turf fields and tracks on Educational Facility sites shall not be calculated as impervious cover if the installation complies with the following:

10.8.1.1 The installation may not include compacted subgrade or an impermeable liner;

10.8.1.2 The installation results in no significant change to the hydrologic flows from the artificial turf fields when compared to natural field hydrology;

10.8.1.3 The installation will maintain the existing ground water connectivity; and

10.8.1.4 Except in the Barton Springs Zone, where infiltration will be provided per SOS non-degradation water quality treatment standards, a sand filter or equivalent water quality treatment, as determined by the Director of the Watershed Protection Department, is provided.

10.8.2 The School District shall provide design calculation that confirms adequate infiltration of stormwater for approval by the Director of the Watershed Protection Department.

## **ARTICLE XI: JOINTLY OWNED LANDS**

### **11.1 Jointly Owned Lands**

Pursuant to the Agreement Between the City of Austin and the Austin Independent School District Regarding Development and Shared Use of Jointly Owned Facilities,

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Ground Improvements and Open Spaces (the “Joint Use Agreement”), the School District will consult with the City such that it may place Temporary Classroom Buildings on Joint Use Facilities during construction periods.

### **ARTICLE XII: LEGAL DOCUMENTS**

#### **12.1 Standard Legal Documents**

The School District and the City shall collaborate on the development of standard license, easement, encroachment, unified development, Integrated Pest Management, and other legal documents applicable to activities undertaken under this Agreement. Once the School District and the City have negotiated such agreements, they shall be used for all projects undertaken under this Agreement, without the need for additional legal review by either party.

#### **12.2 Waiver of Verification of Legal Entity**

The City shall waive the requirement for documentation proving the legal entity status for the School District in all such documents.

#### **12.3 Timing of Final Approval for Legal Documents**

Any of the legal documents referenced in Section 12.1 and necessary for the granting of a Site Development Permit or a Building Permit from the City shall be required to be finalized only prior to the issuance of a Certificate of Occupancy for activities undertaken under this Agreement and shall not delay or otherwise impact the acquisition of said Site Development Permit and/or Building Permit.

### **ARTICLE XIII: SIGNS**

Signs shall be allowed for any School District Educational Facility as follows:

#### **13.1 Applicable Sign District**

Notwithstanding the otherwise applicable sign district according to LDC § 25-10-82, and in addition to the other provisions of this Article XIII, signs shall be permitted at an Educational Facility site as if such property were a commercial sign district, and the restrictions of LDC § 25-10-130(G) related to sign height do not apply to an Educational Facility site. Notwithstanding the foregoing, roof signs shall not be permitted on Educational Facility sites, and LDC Section 25-10-124(F) shall apply to Educational Facility sites located in the Scenic Roadway Sign District.

#### **13.2 Freestanding Signs**

13.2.1 One freestanding sign shall be permitted along each street frontage at a School District Educational Facility that:

13.2.1.1 May not exceed 32 square feet in area; and

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- 13.2.1.2 May not exceed a height of 8 feet above the highest grade directly beneath the sign or above the grade of the street directly adjacent to the sign, whichever is higher.

### ARTICLE XIV: AUSTIN ENERGY

#### 14.1 Austin Energy Liaisons

14.1.1 Liaisons. Austin Energy will have a dual contact approach, providing the School District with both (i) a general liaison (“General Liaison”) and (ii) a technical liaison (“Technical Liaison”), for development on Educational Facility sites. The General Liaison and Technical Liaison will coordinate across Austin Energy departments. Coordination shall include design, purchasing, and construction. Upon the School District’s request, the Austin Energy General Liaison shall schedule a predesign meeting. In the event an Austin Energy design standard is not aligned with other City requirements (i.e., differences between fire and energy requirements), the Austin Energy Technical Liaison and City Liaison will cooperate to provide a single standard. The Austin Energy General Liaison will:

- 14.1.1.1 Be the Austin Energy single point of contact and will ensure that both ESPA reviewers and design reviewers are present and providing comments to School District submittals;
- 14.1.1.2 Coordinate the scheduling of Austin Energy inspections;
- 14.1.1.3 Coordinate the ordering, lead times, and delivery of Austin Energy purchased equipment and materials;
- 14.1.1.4 Coordinate the scheduling of Austin Energy crews for equipment and material setting;
- 14.1.1.5 Coordinate the scheduling of the termination of secondary cables at the transformer; and
- 14.1.1.6 Coordinate the scheduling of meter setting.

14.1.2 Design Process. Austin Energy acknowledges and agrees that it will begin design upon acceptance of 30% design documents.

#### 14.2 Equipment.

When equipment needs are determined, Austin Energy will engage with the School District to discuss procurement options to meet project requirements and material delivery times. Such procurement may include customer purchased equipment approved by Austin Energy.

### ARTICLE XV: TERM

All provisions of this Agreement shall be in full force and effect for the term of 25 years from the Effective Date unless terminated sooner pursuant to this section. At any time after 7 years



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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 60 calendar 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 60 calendar day period before the 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 XVI: MISCELLANEOUS PROVISIONS

#### 16.1 Liaisons and Dispute Resolution

The City Liaison will establish and maintain communication with the School District Liaison and will review and, if possible, resolve all issues and disputes relating to the Agreement. The City Liaison must have the authority to coordinate meetings and mediate resolutions, as needed, between all development-review-related City Departments and the School District.

The School District Liaison will establish and maintain communication with the City Liaison and will review and, if possible, resolve all issues and disputes relating to this Agreement. If the Parties cannot agree to a resolution, the Superintendent of the School District and the City Manager will make a good faith effort to come to a mutually agreeable solution that reflects the intent of this Agreement.

Prior to taking any legal action, the parties shall mediate any dispute using the services of a mutually agreed upon independent mediator. The parties shall equally split the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses. If no agreement can be reached according to the procedures in this Agreement or as a product of mediation, the non-defaulting party shall have all remedies available at law and in equity.

#### 16.2 Modification Procedure

Any amendment of this Agreement shall only be effective and binding if the amendment is in writing and signed by both parties, except otherwise described in this section.

Notwithstanding any provision of this Agreement, the School District may take advantage of recorded subdivision plat notes, recorded restrictive covenants required by a regulatory agency, or any change to the laws, rules, regulations, or ordinances of a regulatory agency, or any change to the laws, rules, regulations, or ordinances that enhance or protect the School District, including changes that lengthen the effective life of the permit after the date the application for the permit was made, without forfeiting any rights under this Agreement. If the Superintendent of the School District or the City Manager requests an amendment to this Agreement, the counterparty will make a good

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faith effort to come to mutually agreeable terms that reflect the basis of the amendment request.

### 16.3 Entire Agreement

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreement, 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.

### 16.4 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 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.

### 16.5 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.

### 16.6 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 the 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.

### 16.7 No Joint Venture, Partnership, Agency, Etc.

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

## EXHIBIT A - STAFF RECOMMENDATION

### 16.8 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.

### 16.9 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 a waiver of any other default of the same or any other covenant or provision of this Agreement.

### 16.10 Applicable Law

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

### 16.11 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.

### 16.12 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 government entities.

### 16.13 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.

### 16.14 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.

### 16.15 Diversity, Equity, Inclusion

Any activities undertaken pursuant to this Agreement shall reflect and promote an inclusive, healthy, and welcoming environment for all School District students.

### 16.16 Venue

Venue for any suit arising under this Agreement shall be in Travis County.

**EXHIBIT A - STAFF RECOMMENDATION**

16.17 Amendment

No amendment of this Agreement shall be effective unless it is executed by the authorized representatives of the City and the School District.

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

**CITY OF AUSTIN:**

**AUSTIN INDEPENDENT  
SCHOOL DISTRICT:**

By: \_\_\_\_\_

Jesús Garza  
Interim City Manager

By: \_\_\_\_\_

Arati Singh  
President, Board of Trustees

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney

## **EXHIBIT A - STAFF RECOMMENDATION**

### **EXHIBIT A SCHOOL SITES SUBJECT TO ARTICLE X**

#### **School Site Number One (Maple Run Site)**

Deleted in the Second Amendment to the School District Land Development Standards Agreement Between the City of Austin and the Austin Independent School District, executed on February 27, 2006.

#### **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 a 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 – now known at Mills Elementary)**

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 net site area.