

#45  
2-16-06

**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  
City Manager

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

### **AUSTIN INDEPENDENT SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Doyle Valdez  
President, Board of Trustees

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

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

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

APPROVED AS TO FORM:

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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.