

ORDINANCE NO. 20171109-087

AN ORDINANCE ADOPTING AMENDMENTS TO THE SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS AGREEMENT BETWEEN THE CITY OF AUSTIN AND THE AUSTIN INDEPENDENT SCHOOL DISTRICT, INCLUDING AMENDMENTS THAT APPLY TO SCHOOLS IN THE BARTON SPRINGS ZONE.

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

PART 1. FINDINGS

- (A) The City and the Austin Independent School District ("School District") entered into that certain School District Land Development Standards Agreement on September 22, 1994, ("Original Agreement") in accordance with Section 212.902 of the Texas Local Government Code.
- (B) The City and the School District amended and restated the Original Agreement in February 1997 ("Amended and Restated Agreement").
- (C) The City and the School District executed a Second Amendment, effective February 27, 2006, to the Amended and Restated Agreement.
- (D) The City and the School District executed a Third Amendment, effective April 5, 2010 (the Amended and Restated Agreement as amended by the Second and Third Amendments is hereafter referred to as the "Agreement").
- (E) The City and the School District desire to further amend the standards that are applicable to development of schools by executing the Fourth Amendment to the Agreement ("Fourth Amendment"), attached to this ordinance and incorporated for all purposes as Exhibit A.
- (F) Some of the provisions of the Fourth Amendment affect development of schools in the Barton Springs Zone and amend Chapter 25-8, Article 13 (*Save Our Springs Initiative*) as it applies to these schools.

PART 2. APPROVAL OF AGREEMENT

The Council approves the Fourth Amendment to the Agreement, including the provisions that amend Chapter 25-8, Article 13 (*Save Our Springs Initiative*) as it applies to schools in the Barton Springs Zone, and directs the City Manager to execute the Fourth Amendment on behalf of the City.

PART 3. This ordinance takes effect on November 20, 2017.

PASSED AND APPROVED

_____, November 9, 2017

APPROVED:



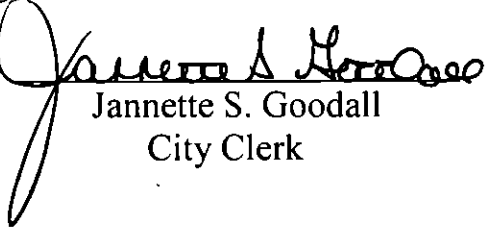
Anne L. Morgan
City Attorney

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Steve Adler
Mayor

ATTEST:



Jannette S. Goodall
City Clerk

Exhibit A

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

STATE OF TEXAS

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KNOW ALL

COUNTY OF TRAVIS

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BY THESE PRESENTS:

This Fourth Amendment to the School District Land Development Standards Agreement ("Fourth 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 ("AISD") under the provisions of the Local Government Code, Section 212.902.

RECITALS

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

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

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

WHEREAS, the Amended and Restated Agreement as amended by the Second Amendment was again amended by that certain Third Amendment to School District Land Development Standards Agreement (the "Third Amendment") between the City and the School District dated effective April 5, 2010 (the Amended and Restated Agreement as amended by the Second and Third Amendments is hereafter referred to as the "Agreement"); and

WHEREAS, the City Council approved Ordinance No. 20170622-058, authorizing execution of an agreement between the City and the School District regarding the redevelopment of Bowie High School (the "Bowie Agreement") and directed City

Exhibit A

staff to develop a separate agreement allowing for transfer of impervious cover to additional school campuses within the Barton Springs Zone.

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

ARTICLE I

1. A new Subsection 3.1.E is added to read:

E. Notwithstanding anything to the contrary in this Section 3.1, the following applies to development or redevelopment of an existing school site in the Barton Springs Zone:

1. An existing school site may achieve compliance with the impervious cover requirements of Subsections 3.1.A.3.a or 3.1.A.3.b by transferring impervious cover under the provisions of Subsection 3.2.F, but an existing school site may not exceed 50% of actual impervious cover on a net site basis.

2. A new Subsection 3.2.F is added to read:

F. Notwithstanding anything to the contrary in this Section 3.2, and excluding Bowie High School except for Subsection 3.2.F.7, impervious cover can be transferred for development or redevelopment of existing school sites within the Barton Springs Zone subject to the following conditions:

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 in 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.

Exhibit A

2. The impervious cover credits eligible for transfer from the Transferring Tract shall be calculated based on the allowable impervious cover under this Agreement.
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.
4. Except as provided in Subsection 3.2.F.7, once impervious cover credit is transferred from the Transferring Tract, such impervious cover credit is not available to be transferred to another school site.
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.
6. For each school 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 described in Subsection 3.2.F.5 to reflect the transfer of impervious cover.
7. Impervious cover removed from the Akin Tract, described below, after the effective date of this Fourth Amendment, 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 Bowie Agreement. 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

3. Section 3.4 of the Agreement is deleted and replaced with the following:

Exhibit A

Section 3.4 Water Quality Controls.

- A. Except as otherwise provided in this section, all school sites shall contain water quality controls constructed and maintained in accordance with the City's ordinances and rules as set forth in Section 1.1, "City Ordinances and Rules".
- B. This subsection applies to development or redevelopment of an existing school site in the Barton Springs Zone.
 - 1. A school site must provide water quality controls that comply with City Code Section 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.
 - 2. Except as otherwise provided in this subsection, water quality treatment shall use on-site controls.
 - 3. Off-site controls for water quality treatment 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.
 - 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.
 - 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 on-site controls at the following school sites and that the pollutant load reductions stated below are the maximum extent technically feasible on each school site.
 - a. 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.
 - b. 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.

Exhibit A

- c. 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.
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:
 - a. 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.
 - b. The equivalent area shall be an area that does not currently receive treatment and is not likely to be treated in the future.
 - c. The equivalent area shall be at least equal to the impervious cover area on the school site that requires treatment.
 - d. 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 in a form approved by the City.
7. The School District shall submit the design for off-site controls to the City as part of the site plan for the school 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.

ARTICLE II- GENERAL PROVISIONS

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

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

Exhibit A

CITY OF AUSTIN:

**AUSTIN INDEPENDENT
SCHOOL DISTRICT:**

By: _____
Elaine Hart
Interim City Manager

By: _____
Kendall Pace
President, Board of Trustees

Date: _____

Date: _____

Approved as to form:

Assistant City Attorney