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

**STATE OF TEXAS           §  
  §                   **KNOW ALL**  
COUNTY OF TRAVIS   §                   **BY THESE PRESENTS:****

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

**RECITALS**

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

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

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

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

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

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

## **ARTICLE I**

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

### Section 2.9 Building Height Regulations.

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

## **ARTICLE 2 - GENERAL PROVISIONS**

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

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

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

**CITY OF AUSTIN**

By:   
Marc A. Ott  
City Manager

Date: 2.28.10

**AUSTIN INDEPENDENT  
SCHOOL DISTRICT**

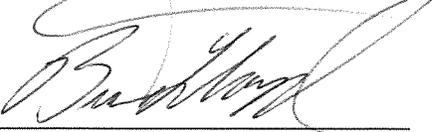
By:   
Mark J. Williams APPROVED AS TO LEGAL FORM  
Nov 4-5-10  
President, Board of Trustees

Date: 4/5/10

By:   
Dr. Merja Carstarphen  
Superintendent

Date: 3/24/10

APPROVED AS TO FORM:

  
Assistant City Attorney

**EXHIBIT "B"**

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

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

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

CITY OF AUSTIN  
RECOMMENDATION FOR COUNCIL ACTION



alice  
AGENDA ITEM NO.: \_\_\_\_\_  
AGENDA DATE: 11/7/96  
RCA TYPE: Resolution  
PAGE 1 of 1

**SUBJECT:** Approve an amendment to the School District Land Development Standards Agreement of September 22, 1994 with Austin Independent School District regarding the development standards to be applied to school district facilities. The amendment applies landscaping standards to all sites within City limits, provides for an erosion and sedimentation control agreement in lieu of fiscal surety, includes specific impervious cover standards, and includes specific impervious cover limits for Boone Elementary School.

**AMOUNT & SOURCE OF FUNDING:** N/A

**REQUESTING DEPT:** Dev. Review & Inspection  
**FOR MORE INFORMATION CONTACT:** Alice Glasco, 499-2728

**DIRECTOR'S SIGNATURE:** *Alice Glasco*

**PRIOR COUNCIL ACTION:** None  
**BOARD AND COMMISSION ACTION:** None

-----REQUIRED AUTHORIZATION-----  
LAW: *Alice*  
OTHER: \_\_\_\_\_ FINANCE: *Manly*

**Background:** In 1994 the City entered into an agreement regarding the development standards to be applied to school facilities. The agreement specifies, among other things, the water quality requirements and review and development standards to be applied to Austin Independent School facilities.

**Proposed Amendments:** The proposed amendment to the agreement modifies section 2.4 to apply landscaping requirements to all school sites located within City limits. The amendment modifies section 2.8 to specify a contractor agreement form to be provided in lieu of posting fiscal surety. The amendment modifies section 3.1 to specify that impervious cover limits for schools located within urban watersheds to be consistent with zoning impervious cover limits. Finally, the amendment specifically sets impervious cover limits for an additional school, Boone Elementary.

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

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL BY THESE PRESENTS:

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

RECITALS

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

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

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

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

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

## ARTICLE I

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

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

Section 2.3.1 Review Schedule.

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

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

Section 2.3.2. Final Approval of Site Development Plan.

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

Section 2.3.3. Effect of Approved Site Development Plan.

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

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

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

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

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

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

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

2. A new Section 2.9 is added to read:

Section 2.9 Building Height Regulations.

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

3. A new Section 2.10 is added to read:

Section 2.10 Parking Requirements.

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

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

Section 2.11 Site Development Plan Not Required for Certain Development.

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

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

Section 3.1 Impervious Cover Limits

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

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

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

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

6. Section 3.2C. is amended to read:

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

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

**ARTICLE 2 - GENERAL PROVISIONS**

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

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

**CITY OF AUSTIN:**

By: Toby Futrell  
Toby Futrell  
City Manager

Date: 2/24/06

**AUSTIN INDEPENDENT SCHOOL DISTRICT:**

By: Doyle Valdez  
Doyle Valdez App'd as to legal form now 2/27/06  
President, Board of Trustees

Date: 2/27/06

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

Date: 2-27-06

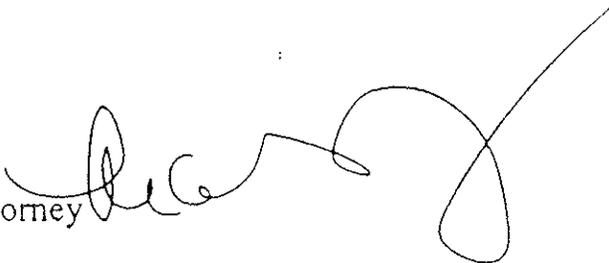
**APPROVED AS TO FORM:**

Robert Thomas  
Assistant City Attorney



## MEMORANDUM

TO: James E. Aldridge, City Clerk

FROM: Martha V. Terry, Assistant City Attorney 

RE: School District Land Development Standards Agreement

DATE: April 14, 1997 

Attached for filing please find an original of the above-referenced document. This amendment to the Agreement was authorized by Council on December 5, 1996.

If you have any questions, please do not hesitate to contact me.



**SUBJECT:** Approve an amendment to the School District Land Development Standards Agreement of September 22, 1994 with Austin Independent School District regarding the development standards to be applied to school district facilities. The amendment applies landscaping standards to all sites within City limits, provides for an erosion and sedimentation control agreement in lieu of fiscal surety, includes specific impervious cover standards, and includes specific impervious cover limits for Boone Elementary School.

**AMOUNT & SOURCE OF FUNDING:** N/A

**REQUESTING DEPT:** Dev. Review & Inspection  
**FOR MORE INFORMATION CONTACT:** Alice Glasco, 499-2728

**DIRECTOR'S SIGNATURE:** *Alice Glasco*

**PRIOR COUNCIL ACTION:** None  
**BOARD AND COMMISSION ACTION:** None

-----**REQUIRED AUTHORIZATION**-----  
**LAW:** *None*  
**OTHER:** \_\_\_\_\_  
**FINANCE:** *Marilyn Fox*

**Background:** In 1994 the City entered into an agreement regarding the development standards to be applied to school facilities. The agreement specifies, among other things, the water quality requirements and review and development standards to be applied to Austin Independent School facilities.

**Proposed Amendments:** The proposed amendment to the agreement modifies section 2.4 to apply landscaping requirements to all school sites located within City limits. The amendment modifies section 2.8 to specify a contractor agreement form to be provided in lieu of posting fiscal surety. The amendment modifies section 3.1 to specify that impervious cover limits for schools located within urban watersheds to be consistent with zoning impervious cover limits. Finally, the amendment specifically sets impervious cover limits for an additional school, Boone Elementary.

## SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS AGREEMENT

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

### ARTICLE I ORDINANCE COMPLIANCE AND MODIFICATION

#### Section 1.1 City Ordinances and Rules.

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

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

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

#### Section 1.3 Fire, Safety, And Building Codes.

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

### ARTICLE II REVIEW AND DEVELOPMENT STANDARDS

#### Section 2.1 Temporary Classroom Buildings.

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

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

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

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

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

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

#### Section 2.2 Review Fees.

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

#### Section 2.3 Review Period.

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

#### Section 2.4 Landscaping.

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

#### Section 2.5 Floor-to-area Ratio.

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

#### Section 2.6 Compatibility Standards.

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

#### Section 2.7 Traffic Impact Analysis.

No traffic impact analyses shall be required.

#### Section 2.8 Fiscal Surety.

Notwithstanding any provision of the City ordinances and rules, no cash escrow, letter of credit, bond, or any other form of financial guarantee, associated with development by the School District pursuant to this Agreement, shall be required prior to or during construction or as a condition of any acceptance, approval, or issuance of any permit or certificate by the City. By execution of this Agreement, the School District agrees

that the performance otherwise secured by a financial guarantee under the City ordinances and rules, will be made at School District cost. The School District shall include in construction bid documents, construction contracts and the bonding requirements of contractors, that the installation and maintenance of temporary erosion controls and revegetation of disturbed areas will be done in accordance with City standards. The School District will include provisions in construction contracts that require the Contractor to maintain erosion controls at 811 times and allows the School District to hold the cost of revegetation the site as additional retainage until the City issues a letter approving the revegetation of the site. The School District shall obtain the Contractor's signature on a City approved form which states that the contractor acknowledges its responsibilities for installing and maintaining erosion controls according to City standards. The School District shall hold the cost of revegetation as retainage until the City issues a letter approving the revegetation on the site. In this section, revegetation means permanent erosion controls and does not otherwise include landscaping. See Attached Exhibit "C".

### ARTICLE III WATER QUALITY

#### Section 3.1 Impervious Cover Limits.

A. In all watersheds except the Barton Springs Zone and urban watersheds impervious cover in the Uplands Zone shall not exceed fifty percent (50%) of the net site area, sixty percent (60%) of net site area if transfer of impervious cover is available and utilized. For schools located in the urban watersheds impervious covers shall not be limited by this section of this agreement. For any Site (except in the Barton Springs Zone and urban watersheds) owned by the School District before May 18, 1986, the impervious cover limits established by the applicable watershed ordinance in effect on May 18, 1996, shall apply if less restrictive than the limits of this section.

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

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

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

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

#### Section 3.2 Transfer of Impervious Cover.

A. For every one acre of land in the Critical Water Quality Zone restricted from development and available for public use, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in Uplands Zones.

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

C. For every one acre of land or portion thereof in the Uplands Zone located within a buffer of a Critical 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.

D. A maximum of eighty-five percent 85% of the transfer credit otherwise available under subsection B is permitted for grass play field within the Water Quality Transition Zone if restored using 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 fifty percent (50%) of the transfer credit otherwise available under subsection B is permitted for land use for wastewater disposal.

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

#### Section 3.3 Cut and Fill.

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

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

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

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

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

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

F. The fill limitation shall not apply to:

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

(2) Back fill for utility construction or wastewater drainfields

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

Section 3.4 Water Quality Controls.

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

ARTICLE IV TERM

Section 4.1 Term

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

ARTICLE V  
MISCELLANEOUS PROVISIONS

Section 5.1 Liaisons and Dispute Resolution.

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

Section 5.2 Modification Procedure.

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

Section 5.3 Entire Agreement.

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such

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

#### Section 5.4 Interpretation.

The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

#### Section 5.5 Invalid Provisions.

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

#### Section 5.6 Third Party Beneficiaries.

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

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

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

#### Section 5.8 Other Instruments.

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

#### Section 5.9 No Waiver.

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

#### Section 5.10 Applicable Law.

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

EXHIBIT "A"  
LANDSCAPING STANDARDS

(The original Landscaping Standards document is on file with the City's Environmental and Conservation Services Department. A copy is attached as this Exhibit "A".)



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.

EXHIBIT "B"  
FOUR SCHOOL SITES SUBJECT TO SECTION 3.1 E.

School Site Number One (Maple Run Site)

Tract of land consisting of approximately 10.2289 acres are fully described in Volume 7979, Page 932 of the Real Property Records of Travis County, Texas.

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

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.



"Exhibit C"  
City of Austin  
School District and Contractor Form  
in lieu of Fiscal Surety Postings

Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_ School District \_\_\_\_\_  
Site Plan Case Number: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
Contact Person: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Telephone No: \_\_\_\_\_

By signing this document, we agree that the work on the project listed above will comply with all applicable requirements of I-32 (f)(1) and (2). Specifically, the contract includes an amount for the installation and maintenance of temporary erosion and sedimentation controls and revegetation of disturbed areas in accordance with the City of Austin's standards AND the installation and maintenance of temporary erosion and sedimentation controls and revegetation of the disturbed areas will be done in accordance with City of Austin's standards.

Signature Contractor Representative  
(Prior to Pre-construction Hearing)

Signature: School District Representative  
(Prior to Permit Approval)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

- School Districts Affected:
- Austin ISD
  - Del Valle ISD
  - Eanes ISD
  - Lender ISD
  - Pflugerville ISD
  - Round Rock ISD

# Austin Independent School District

Administrative Support Services



Construction Management

RECEIVED

SEP 18 1996

CITY MANAGER'S OFFICE

September 18, 1996

Mr. Jesus Garza  
City Manager  
City of Austin  
P. O. Box 1088  
Austin, Texas 78767

RE: School District Land Development Standards Agreement  
Boone Elementary School

Dear Mr. Garza:

In November 1995, the AISD Board of Trustees approved the use of surplus interest funds from the School District's 1990 School Bond Program for the construction of classroom additions at five elementary schools to help relieve some of the District's most critical overcrowding problems. These additions were originally scheduled for inclusion in the 1996 Bond Program, but the funding windfall allowed this work to proceed on a more definite and earlier schedule. Boone and Kocurek were two of the five elementaries scheduled to receive classroom additions under this program, which has become known as the "Interim Relief Strategy."

The Board of Trustees selected the architectural firm of Jessen, Inc. to design the eight classroom additions at Boone and Kocurek Elementary Schools. Of the two schools, Boone is located within the boundaries of the Barton Springs/Edwards Aquifer Conservation District, and therefore has some site development constraints. The most significant problem is that the original school was built with a greater percentage of impervious cover than the 25% figure currently allowed in the Land Development Standards (Interlocal) Agreement between the City of Austin and AISD (dated September 22, 1994). I have attached a copy of the Interlocal for your reference. At present, Boone (constructed in 1985) has 138,506 square feet of impervious cover or 26.36% of the 525,381 square foot site. The proposed addition would change this to 160,612 square feet and 30.57%.

Several meetings were held with representatives from the City, AISD, Jessen and their civil engineers to discuss our ability to further develop the Boone site. The result of these meetings with Joe Calabrese, Charles Kanetsky, and others from COA staff, was the recommendation that the Agreement be modified, in accordance with Section 5.2 Modification Procedure. COA staff recommended that with the written modification, signed by the City Manager and the School District Superintendent, the Boone site be added to Exhibit "B" of the Agreement with agreed upon conditions.

Exhibit "B" lists sites, which were owned by AISD prior to passage of the S.O.S. Watershed Ordinance, and would have the impervious cover limits of 25% to 50%, if a no discharge water quality control, or an alternative approved by the ECSD Department, is used when development occurs on them. So that the classroom addition can be constructed at Boone, the impervious cover limitation will need to be raised to 31%, (not 50%), and water quality features, designed with the original school, will be modified, enlarging the filtration and detention ponds, and adding a siltation basin.

This is a formal request for your approval of the necessary modification to the School District Land Development Standards Agreement between the City of Austin and the Austin Independent School District dated September 22, 1994.

Specifically, we request that Exhibit "B" be modified by adding the following wording:

**School Site Number Four (Boone)**

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 changed to thirty-one percent (31%).

Additionally, another amendment is needed to address existing school sites in the Barton Springs Zone and other watersheds, especially since some schools in the Barton Springs Zone already exceed the 25% limit, and AISD's alternative to expanding these schools may be to construct new schools. Specific language for this amendment is to be developed with the assistance of the Environmental Officer and other City staff.

Please call me at 414-3151 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis E. Shaw". The signature is written in a cursive style with a long, sweeping horizontal line extending to the right.

Curtis E. Shaw,  
Executive Director

CES/rp

cc: Joe Calabrese

## SCHOOL DISTRICT LAND DEVELOPMENT STANDARDS AGREEMENT

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

### ARTICLE I ORDINANCE COMPLIANCE AND MODIFICATION

#### Section 1.1 City Ordinances and Rules.

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

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

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

#### Section 1.3 Fire, Safety, And Building Codes.

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

### ARTICLE II REVIEW AND DEVELOPMENT STANDARDS

#### Section 2.1 Temporary Classroom Buildings.

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

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

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

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

C. For every one acre of land or portion thereof in the Uplands Zone located within a buffer of a Critical 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.

D. A maximum of eighty-five percent 85% of the transfer credit otherwise available under subsection B is permitted for grass play field within the Water Quality Transition Zone if restored using 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 fifty percent (50%) of the transfer credit otherwise available under subsection B is permitted for land use for, wastewater disposal.

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

### Section 3.3 Cut and Fill.

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

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

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

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

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

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

F. The fill limitation shall not apply to:

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

(2) Back fill for utility construction or wastewater drainfields

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

#### Section 3.4 Water Quality Controls

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

### ARTICLE IV TERM

#### Section 4.1 Term

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

### ARTICLE V MISCELLANEOUS PROVISIONS

#### Section 5.1 Liaisons and Dispute Resolution

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

#### Section 5.2 Modification Procedure

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

#### Section 5.3 Entire Agreement

This Agreement contains the complete and entire agreement between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations and understandings, if any, between the parties respecting such

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

Section 5.4 Interpretation.

The singular form of any word used in this Agreement includes the plural, and vice-versa, unless the context requires otherwise. The use of a word of any gender in this Agreement includes all other genders, unless the context requires otherwise. This Agreement and all of the terms and provisions hereof shall be construed to effectuate the purposes contemplated hereby and to sustain the validity hereof.

Section 5.5 Invalid Provisions.

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

Section 5.6 Third Party Beneficiaries.

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

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

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

Section 5.8 Other Instruments.

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

Section 5.9 No Waiver.

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

Section 5.10 Applicable Law.

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

Section 5.11 Headings.

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

Section 5.12 Parties Bound.

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

Section 5.13 Counterparts.

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

Section 5.14 Successor Entities.

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

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

CITY OF AUSTIN

  
\_\_\_\_\_

Jesus Garza, City Manager

AUSTIN INDEPENDENT SCHOOL DISTRICT

  
\_\_\_\_\_

James H. Fox, Jr., Superintendent

EXHIBIT "A"  
LANDSCAPING STANDARDS

(The original Landscaping Standards document is on file with the City's Environmental and Conservation Services Department. A copy is attached as this Exhibit "A" )



EXHIBIT "B"  
FOUR SCHOOL SITES SUBJECT TO SECTION 3.1 E.

School Site Number One (Maple Run Site)

Tract of land consisting of approximately 10 2289 acres are fully described in Volume 7979, Page 932 of the Real Property Records of Travis County, Texas

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

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.

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

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

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

#### Section 2.2 Review Fees.

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

#### Section 2.3 Review Period.

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

#### Section 2.4 Landscaping.

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

#### Section 2.5 Floor-to-area Ratio.

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

#### Section 2.6 Compatibility Standards.

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

#### Section 2.7 Traffic Impact Analysis.

No traffic impact analyses shall be required.

#### Section 2.8 Fiscal Surety.

Notwithstanding any provision of the City ordinances and rules, no cash escrow, letter of credit, bond, or any other form of financial guarantee, associated with development by the School District pursuant to this Agreement, shall be required prior to or during construction or as a condition of any acceptance, approval, or issuance of any permit or certificate by the City. By execution of this Agreement, the School District agrees

that the performance otherwise secured by a financial guarantee under the City ordinances and rules, will be made at School District cost. The School District shall include in construction bid documents, construction contracts and the bonding requirements of contractors, that the installation and maintenance of temporary erosion controls and revegetation of disturbed areas will be done in accordance with City standards. The School District will include provisions in construction contracts that require the Contractor to maintain erosion controls at 811 times and allows the School District to hold the cost of revegetation the site as additional retainage until the City issues a letter approving the revegetation of the site. The School District shall obtain the Contractor's signature on a City approved form which states that the contractor acknowledges its responsibilities for installing and maintaining erosion controls according to City standards. The School District shall hold the cost of revegetation as retainage until the City issues a letter approving the revegetation on the site. In this section, revegetation means permanent erosion controls and does not otherwise include landscaping. See Attached Exhibit "C".

### ARTICLE III WATER QUALITY

#### Section 3.1 Impervious Cover Limits.

A. In all watersheds except the Barton Springs Zone and urban watersheds impervious cover in the Uplands Zone shall not exceed fifty percent (50%) of the net site area, sixty percent (60%) of net site area if transfer of impervious cover is available and utilized. For schools located in the urban watersheds impervious covers shall not be limited by this section of this agreement. For any Site (except in the Barton Springs Zone and urban watersheds) owned by the School District before May 18, 1986, the impervious cover limits established by the applicable watershed ordinance in effect on May 18, 1996, shall apply if less restrictive than the limits of this section.

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

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

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

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

#### Section 3.2 Transfer of Impervious Cover.

A. For every one acre of land in the Critical Water Quality Zone restricted from development and available for public use, the School District is entitled to an additional 20,000 square feet of impervious cover on lands in Uplands Zones.



\*Exhibit C\*  
City of Austin  
School District and Contractor Form  
in lieu of Fiscal Surety Postings

Project Name: \_\_\_\_\_  
Project Address: \_\_\_\_\_  
Contractor Name: \_\_\_\_\_ School District \_\_\_\_\_  
Site Plan Case Number: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
Contact Person: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone No: \_\_\_\_\_ Telephone No: \_\_\_\_\_

By signing this document, we agree that the work on the project listed above will comply with all applicable requirements of I-I-32 (f)(1) and (2). Specifically, the contract includes an amount for the installation and maintenance of temporary erosion and sedimentation controls and revegetation of disturbed areas in accordance with the City of Austin's standards AND the installation and maintenance of temporary erosion and sedimentation controls and revegetation of the disturbed areas will be done in accordance with City of Austin's standards.

Signature Contractor Representative  
(Prior to Pre-construction Hearing)

Signature: School District Representative  
(Prior to Permit Approval)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

- School Districts Affected:  
Austin ISD  
Del Valle ISD  
Eanes ISD  
Lender ISD  
Pflugerville ISD  
Round Rock ISD

ORDINANCE NO. 20120112-106

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN AND AUSTIN INDEPENDENT SCHOOL DISTRICT ESTABLISHING SITE DEVELOPMENT STANDARDS FOR THE BOWIE HIGH SCHOOL PRACTICE FIELDS; AND WAIVING THE REQUIREMENTS OF CITY CODE SECTION 25-1-903(A).

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

**PART 1.** The City Manager is authorized to execute an Interlocal Agreement between the City of Austin and Austin Independent School District establishing regulations for the use, development, and construction of Bowie High School practice fields, located at 3700 and 3800 Slaughter Lane.

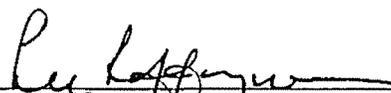
**PART 2.** The requirement in City Code Section 25-1-903 (A) that the public hearing on a proposed interlocal development agreement be conducted not later than the 40<sup>th</sup> day after the date of the Land Use Commission recommendation is waived.

**PART 3.** This ordinance takes effect on January 23, 2012.

PASSED AND APPROVED

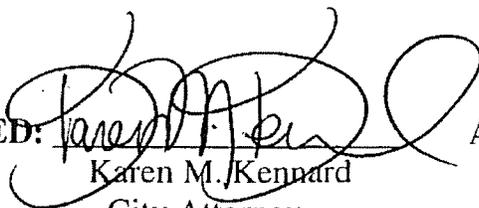
\_\_\_\_\_, January 12, 2012

§  
§  
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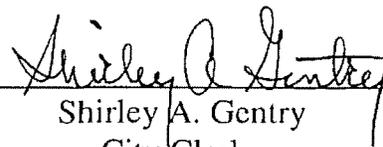
Lee Jeffingwell  
Mayor

APPROVED:



Karen M. Kennard  
City Attorney

ATTEST:



Shirley A. Gentry  
City Clerk

**INTERLOCAL AGREEMENT  
BETWEEN AUSTIN INDEPENDENT SCHOOL DISTRICT  
AND THE  
CITY OF AUSTIN**

**CITY COUNCIL HEARING DATE** : January 12, 2012

**PROJECT NAME:** Bowie Practice Fields

**ADDRESS:** 3700 & 3800 Slaughter Lane

**SITE AREA:** 45.5 acres

**CASE MANAGER:** Nikki Hoelter      **Phone:** 974-2863  
Nikki.hoelter@austintexas.gov

**AGREEMENT REQUEST:**

A tract of land that is part of the Circle C Stratus Development Agreement will be donated to Austin Independent School District (AISD) and the City. AISD agreed to accept a donation of the southern portion of the tract to be used as practice fields for athletics and band practices for Bowie High School (AISD site). In addition, the City agreed to accept a donation of land directly to the north of the AISD site, which will be established as a nature preserve (City site).

The City is requesting approval of an interlocal agreement with AISD establishing site development standards for the AISD site, which is located on 45.5 acres of land to the north of the Bowie High School site across Slaughter Lane. AISD and the City want to minimize the impact on this sensitive area and on neighboring residences. By entering into this agreement both entities can be assured of the regulations and conditions under which the site may be developed and used.

**PROPOSED DEVELOPMENT:**

Please see the attached agreement and summary for the specific requirements for development of the AISD site.

The only improvements allowed on the AISD site are:

- up to two practice fields, primarily for the band and La Crosse team
- a pedestrian walkway from Slaughter Lane to the practice fields
- a single emergency access
- an irrigation system
- fencing.

No buildings are proposed or permitted on the site. No lighting of the fields will be allowed, and no pesticides, herbicides, or fertilizers will be used. Clearing is allowed only for the fields and

access routes, and all cleared areas must be revegetated. Usage of the field is limited to the hours between 11:00 AM and 8:00 PM.

A fence will be erected at the property line along Slaughter Lane to reduce and prohibit others from randomly using the field or walking onto the field without prior authorization; this fence may be constructed after development. A fence will also be erected between the AISD site and the City site; this fence must be constructed before AISD may begin development

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

#### **SUMMARY COMMENTS ON AGREEMENT:**

The site subject to this Agreement is located in the Slaughter Creek Watershed, Barton Springs Zone, and Drinking Water Protection zone. At this time a formal site plan has not been submitted for the fields. The site is zoned GR-MU-CO, and is 45.5 acres out of a portion of Lot 5 CCR 108 Subdivision.

A site plan will be required in order to complete the improvements as listed in the agreement. There is approximately 0.03 acres (1,306.8 square feet) of impervious cover which has been allocated to this site under the Stratus Development Agreement, leaving the site almost impossible to develop. Staff has not identified a need for any variances or zoning changes.

Staff has determined that a pedestrian walkway in an easement is excluded from impervious cover calculations. Additionally, hiking trails are permitted within the Critical Water Quality Zone. A majority of the practice field is located within the CWQZ and drainage easement.

#### **SUMMARY STAFF RECOMMENDATION:**

Staff recommends the approval of the interlocal agreement to permit practice fields for Bowie High School, with the specific limitations as outlined in the agreement.

#### **ZONING AND PLATTING COMMISSION ACTION:**

November 15, 2011 – Approved staff's recommendation (5-1); (S. Baldrige – Against) (G-Bourgeois – Absent)

**CITY COUNCIL ACTION:**

LDC Section 25-1-903(C) – City Council Hearing and Action

(C) After a public hearing on a proposed interlocal development agreement, the council may authorize the city manager to;

- (1) execute the agreement as proposed;
- (2) execute a modified agreement, which may include different use, development, or construction regulations or other conditions not contained in the proposed agreement;
- (3) negotiate a new agreement, which shall be subject to review by the Land Use Commission under Section 25-1-903 (Review and Recommendation of the Land Use Commission); or
- (4) reject the proposed agreement and discontinue negotiations.

## Terms and Conditions of Development Agreement

- AISD may construct up to 2 practice fields.
- No zoning change is required for the practice fields.
- AISD will submit a site plan compliant with the regulations specified in this Agreement.
- Impervious Cover may not exceed 1,306.8 square feet.
- Land that is designated on the plat or on the site plan as part of a water quality control may not be used by AISD as practice field.
- Pedestrian access is limited to a single walking trail, which may include a concrete low water crossing across the creek. Other than the walking trail, no sidewalks or drives may be constructed across the creek.
- No permanent vehicular access is allowed with the exception of one emergency access from Brodie Lane.
- Site clearance is limited to the practice fields and access routes.
- Toilets are not allowed on the Bowie site at any time.
- No lighting, whether permanent or temporary, is permitted on the Bowie site.
- Pesticide, herbicide and fertilizer may not be used on the Bowie site. An irrigation system may be installed, composting of 6 inches is allowed and nematodes and boiling water may be used to control fire ants.
- AISD will revegetate any cleared areas with native turf types after AISD's consultation with the Lady Bird Johnson Wildflower Center or other acceptable resource.
- AISD shall erect signs on the site notifying the public of the limitations on the use of the field.
- AISD shall construct fencing in compliance with the specifications outlined in the Agreement.
- Use of the Bowie site is limited to activities for which Bowie High School students receive academic credit.
- The Bowie site shall only be used for Bowie High School sport or band practices.
- Band practice on the Bowie site may not occur any day until 11:00 am and must end not later than 8:00 pm.

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

**EXHIBIT A**

**PROPERTY DESCRIPTION FOR  
BOWIE SITE**

**45.513 ACRES**

DESCRIPTION OF 45.513 ACRES OF LAND IN THE SAMUEL HAMILTON SURVEY NO. 16, ABSTRACT NO. 340, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF CCR 108 SUBDIVISION, A SUBDIVISION OF RECORD AS SHOWN ON PLAT DOCUMENT NO. 200300180, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF LOT 6B, BLOCK "A" OF THE RESUBDIVISION OF LOT 6, BLOCK "A" CCR 108 SUBDIVISION, A SUBDIVISION OF RECORD AS SHOWN ON PLAT DOCUMENT NO. 200600328, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 5, BLOCK "A", CCR 108 SUBDIVISION AND LOT 6B, BLOCK "A", RESUBDIVISION OF LOT 6, BLOCK "A" CCR 108 SUBDIVISION BEING A PORTION OF THAT CALLED 226.6202 ACRE TRACT, SAVE AND EXCEPT 11.7746 ACRES, DESIGNATED AS EXHIBIT "A-3" AND DESCRIBED IN THE DEED TO CIRCLE C LAND CORP. OF RECORD IN VOLUME 11620, PAGE 1126, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 45.513 ACRES OF LAND, AS SURVEYED BY LOOMIS PARTNERS, INC. AND SHOWN ON PLAN NO. 3321.A, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** at a 1/2-inch iron rod with a plastic cap stamped "B & P" found in the west right-of-way line of Brodie Lane, same being the west line of a called 0.3888 of one acre tract described in the deed to Travis County of record in Volume 10688, Page 641, Real Property Records of Travis County, Texas, also being the most easterly southeast corner of said Lot 5, Block "A", CCR 108 Subdivision and the northeast corner of Lot 4, Block "A", of said CCR 108 Subdivision, for the most easterly southeast corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** N 62° 08' 42" W, leaving the west right-of-way line of Brodie Lane, with the north line of said Lot 4, Block "A" and the most northerly south line of said Lot 5, Block "A", and being also with a south line of the tract described herein, a distance of 316.17 feet to a 1/2-inch iron rod with a plastic cap stamped "B & P" found at a re-entrant corner of said Lot 5, Block "A", same being the northwest corner of said Lot 4, Block "A", for a re-entrant corner of the tract described herein;

**THENCE** S 27° 50' 57" W, with the west line of said Lot 4, Block "A" and an east line of said Lot 5, Block "A", and being also with an east line of the tract described herein, at a distance of 225.09 feet pass a 1/2-inch iron rod with a plastic cap stamped "B & P" found at the southwest corner of said Lot 4, Block "A" and the northwest corner of Lot 3, Block "A", of said CCR 108 Subdivision and continuing with the west line of said Lot 3, Block "A" for a total distance of 417.12 feet to a 1/2-inch iron rod with a plastic cap stamped "B & P" found in the north line of Lot 2, Block "A", of said CCR 108 Subdivision, at a southeast corner of said Lot 5, Block "A", same being the southwest corner of said Lot 3, Block "A", for a southeast corner of the tract described herein;

**THENCE** N 62° 09' 12" W, with the north line of said Lot 2, Block "A" and a south line of said Lot 5, Block "A", and being also with a south line of the tract described herein, a distance of 125.94 feet to a 1/2-inch iron rod with a plastic cap stamped "B & P" found at a re-entrant corner of said Lot 5, Block "A", same being the northwest corner of said Lot 2, Block "A", for a re-entrant corner of the tract described herein;

THENCE S 27° 50' 10" W, with the west line of said Lot 2, Block "A" and the most southerly east line of said Lot 5, Block "A", and being also with an east line of the tract described herein, a distance of 269.40 feet to a 1/2-inch iron rod with a plastic cap stamped "B & P" found in the north right-of-way line of Slaughter Lane, at the most southerly southeast corner of said Lot 5, Block "A", same being the southwest corner of said Lot 2, Block "A", for the most southerly southeast corner of the tract described herein;

THENCE with the north right-of-line of Slaughter Lane and the south line of the said Lot 5, Block "A", and being also with the south line of the tract described herein, the following two (2) courses and distances:

1. N 62° 09' 05" W, a distance of 347.46 feet to a 1/2-inch iron rod found at a point of curvature,
2. with a curve to the right an arc distance of 508.33 feet, said curve having a radius of 3310.00 feet, and a chord which bears N 57° 45' 31" W a distance of 507.83 feet to a 1/2-inch iron rod with plastic cap stamped "B & P" found at the southwest corner of said Lot 5, Block "A" and the southeast corner of said Lot 6B, Resubdivision of Lot 6, Block "A" CCR 108 Subdivision, for a point in the south line of the tract described herein;

THENCE continuing along the northeast right-of-line of Slaughter Lane, with the southwest line of said Lot 6B, with a curve to the right an arc distance of 1239.46 feet, said curve having a radius of 3310.00 feet; and a chord which bears N 42° 37' 53" W a distance of 1232.23 feet to a calculated point on top of a rock and mortar column, for the southwest corner of said Lot 6B and the southeast corner of Lot 6A, Block "A", of said Resubdivision of Lot 6, Block "A" CCR 108 Subdivision, for the southwest corner of the tract described herein, from which a mag nail set in a concrete curb for reference bears S 77° 32' 48" W, a distance of 17.98 feet;

THENCE leaving the northeast right-of-way line of Slaughter Lane, with a north and west line of said Lot 6B and the south and east line of said Lot 6A, and being also with the north and west line of the tract described herein, the following three (3) courses and distances:

1. N 77° 32' 48" E, at a distance of 0.10 feet passing an "X" cut on top of said column and continuing for a total distance of 687.95 feet to a 5/8-inch iron rod found at a re-entrant corner of said Lot 6B and the southeast corner of said Lot 6A, for a re-entrant corner of the tract described herein,
2. N 10° 34' 00" W, a distance of 737.46 feet to a 5/8-inch iron rod found at an angle point, and
3. N 27° 28' 18" E, a distance of 196.20 feet to a 5/8-inch iron rod found in the south line of a called 165.27 acre tract described in the deed to the City of Austin of record in Document No. 2000112392, Official Public Records of Travis County, Texas, at the northwest corner of said Lot 6B and the northeast corner of said Lot 6A, Block "A", Resubdivision of Lot 6, Block "A" CCR 108 Subdivision, for the northwest corner of the tract described herein;

THENCE with the south line of the said City of Austin tract and the north line of said Lot 6B, Block "A", and being also with the north line of the tract described herein, the following two (2) courses and distances:

1. S 62° 31' 11" E, a distance of 163.89 feet to a 1/2-inch iron pipe found at an angle point, and
2. S 62° 23' 19" E, a distance of 368.48 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for the most northerly northeast corner of the tract described herein, from which

a 1/2-inch iron rod with a plastic cap stamped "B & P" found at the northeast corner of said Lot 6B, Block "A" Resubdivision of Lot 6, Block "A" CCR 108 Subdivision and the northwest corner of said Lot 5, Block "A", CCR 108 Subdivision bears S 62° 23' 19" E a distance of 62.64 feet;

**THENCE** crossing said Lot 6B, Block "A" Resubdivision of Lot 6, Block "A" CCR 108 Subdivision and said Lot 5, Block "A", CCR 108 Subdivision, with the an east, northeast and north line of the tract described herein, the following six (6) courses and distances:

1. S 27° 36' 41" W, a distance of 48.01 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point,
2. S 06° 09' 02" E, a distance of 425.53 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point,
3. S 13° 26' 34" E, a distance of 241.57 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point,
4. S 38° 26' 05" E, a distance of 660.67 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point,
5. S 55° 01' 37" E, a distance of 545.37 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point, and
6. S62° 08' 42" E, a distance of 315.87 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set in the west right-of-way line of Brodie Lane and the east line of said Lot 5, Block "A", CCR 108 Subdivision, and being also in the west line of the said Travis County 0.3888 of one acre tract, for the most easterly northeast corner of the tract described herein, from which a 1/2-inch iron rod found at the southeast corner of a called 4.9448 acre tract described in the deed to the City of Austin of record in Volume 12694, Page 1223, Real Property Records of Travis County, Texas, same being a northeast corner of said Lot 5, Block "A", CCR 108 Subdivision, bears N 27° 36' 35" E a distance of 419.70 feet;

**THENCE** S 27° 36' 35" W, with the west right-of-way line of Brodie Lane and the east line of said Lot 5, Block "A", CCR 108 Subdivision, and being also with the west line of the said Travis County 0.3888 of one acre tract and with the east line of the tract described herein, a distance of 70.00 feet to the **POINT OF BEGINNING** and containing 45.513 acres of land, more or less.

**BEARING BASIS:** Bearing Basis is Texas Coordinate System, Texas Central Zone, NAD 83, Grid.

**LOOMIS WORD FILE:** FN1221R1(ktm)08-31-11

45.513 Acres  
Samuel Hamilton Survey No. 16, A-340  
Travis County, Texas

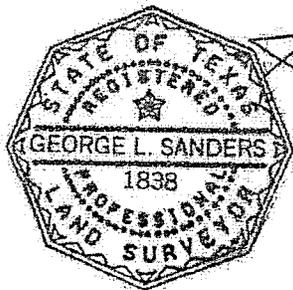
Loomis Job No. 100513  
FN1221R1(ktm)08-31-11  
Page 4 of 4

THE STATE OF TEXAS     §  
                                  §     KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TRAVIS     §

That I, George L. Sanders, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of July and August 2010 and July 2011 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 31<sup>ST</sup> of August, 2011 A.D.

Loomis Partners  
Austin, Texas 78746



*George L. Sanders*  
George L. Sanders  
Registered Professional Land Surveyor  
No. 1838 – State of Texas

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

**EXHIBIT B**

**PROPERTY DESCRIPTION FOR  
CITY PROPERTY**

**25.651 ACRES**

DESCRIPTION OF 25.651 ACRES OF LAND IN THE SAMUEL HAMILTON SURVEY NO. 16, ABSTRACT NO. 340, TRAVIS COUNTY, TEXAS, BEING A PORTION OF LOT 5, BLOCK "A" OF CCR 108 SUBDIVISION, A SUBDIVISION OF RECORD AS SHOWN ON PLAT DOCUMENT NO. 200300180, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND ALSO BEING A PORTION OF LOT 6B, BLOCK "A" OF THE RESUBDIVISION OF LOT 6, BLOCK "A" CCR 108 SUBDIVISION, A SUBDIVISION OF RECORD AS SHOWN ON PLAT DOCUMENT NO. 200600328, OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, SAID LOT 5, BLOCK "A", CCR 108 SUBDIVISION AND LOT 6B, BLOCK "A", RESUBDIVISION OF LOT 6, BLOCK "A" CCR 108 SUBDIVISION BEING A PORTION OF THAT CALLED 226.6202 ACRE TRACT, SAVE AND EXCEPT 11.7746 ACRES, DESIGNATED AS EXHIBIT "A-3" AND DESCRIBED IN THE DEED TO CIRCLE C LAND CORP. OF RECORD IN VOLUME 11620, PAGE 1126, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 25.651 ACRES OF LAND, AS SURVEYED BY LOOMIS PARTNERS, INC. AND SHOWN ON PLAN NO. 3321.B, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1/2-inch iron rod with a plastic cap stamped "B & P" found in the west right-of-way line of Brodie Lane, same being the west line of a called 0.3888 of one acre tract described in the deed to Travis County of record in Volume 10688, Page 641, Real Property Records of Travis County, Texas, also being the most easterly southeast corner of said Lot 5, Block "A", CCR 108 Subdivision and the northeast corner of Lot 4, Block "A", of said CCR 108 Subdivision;

**THENCE** N 27° 36' 35" E, with the west right-of-way line of Brodie Lane and the east line of said Lot 5, Block "A", CCR 108 Subdivision, and being also with a west line of the said Travis County 0.3888 of one acre tract, a distance of 70.00 feet to the southeast corner and **POINT OF BEGINNING** of the tract described herein;

**THENCE** leaving the west right-of-way line of Brodie Lane, over and across said Lot 5, Block "A", CCR 108 Subdivision and said Lot 6B, Block "A" Resubdivision of Lot 6, Block "A" CCR 108 Subdivision, with the south, southwest and west line of the tract described herein, the following six (6) courses and distances:

1. N 62° 08' 42" W, a distance of 315.87 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point,
2. N 55° 01' 37" W, a distance of 545.37 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point,
3. N 38° 26' 05" W, a distance of 660.67 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point,
4. N 13° 26' 34" W, a distance of 241.57 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point,
5. N 06° 09' 02" W, a distance of 425.53 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set for an angle point, and

6. N 27° 36' 41" E, a distance of 48.01 feet to a 1/2-inch iron rod with a plastic cap stamped "LOOMIS" set in the south line of a called 165.27 acre tract described in the deed to the City of Austin of record in Document No. 2000112392, Official Public Records of Travis County, Texas and the north line of said Lot 6B, Resubdivision of Lot 6, Block "A" CCR 108 Subdivision, for the northwest corner of the tract described herein, from which a 1/2-inch iron pipe found at an angle point in the south line of the said 165.27 acre tract, same being an angle point in the north line of said Lot 6B, Resubdivision of Lot 6, Block "A" CCR 108 Subdivision, bears N 62° 23' 19" W a distance of 368.48 feet;

THENCE S 62° 23' 19" E, with the south line of the said 165.27 acre tract and the north line of said Lot 6B, Resubdivision of Lot 6, Block "A" CCR 108 Subdivision, and being also with the north line of the tract described herein, a distance of 62.64 feet to a 1/2-inch iron rod with a plastic cap stamped "B & P" found at the northeast corner of said Lot 6B, Block "A" Resubdivision of Lot 6, Block "A" CCR 108 Subdivision and the northwest corner of said Lot 5, Block "A", CCR 108 Subdivision, for an angle point in the north line of the tract described herein;

THENCE continuing with the south line of the said 165.27 acre tract, with the north line of said Lot 5, Block "A", CCR 108 Subdivision, and being also with the north line of the tract described herein, the following three (3) courses and distances:

1. S 62° 22' 52" E, a distance of 456.04 feet to a 1/2-inch iron pipe found at an angle point,
2. S 62° 04' 12" E, a distance of 385.47 feet to a 1/2-inch iron pipe found at an angle point, and
3. S 62° 18' 15" E, at a distance of 434.41 feet pass a 1/2-inch iron rod found at the southeast corner of the said 165.27 acre tract, same being the southwest corner of the remaining portion of a 196.27 acre tract described in the deed to South Cane Patch, Ltd. of record in Document No. 2000028175, Official Public Records of Travis County, Texas, and continuing with the south line of the said South Cane Patch tract for a total distance of 520.81 feet to a 3/8-inch iron pipe found at a southeast corner of the said South Cane Patch tract, same being the southwest corner of a called 0.987 acre tract described in the deed to the City of Austin of record in Volume 12817, Page 575, Real Property Records of Travis County, Texas and the northwest corner of a called 4.9448 acre tract described in the deed to the City of Austin of record in Volume 12694, Page 1223, Real Property Records of Travis County, Texas, also being the most northerly northeast corner of said Lot 5, Block "A", CCR 108 Subdivision, for the most northerly northeast corner of the tract described herein;

THENCE S 27° 50' 40" W, with the west line of the said 4.9448 acre tract and the most northerly east line of said Lot 5, Block "A", and being also with an east line of the tract described herein, a distance of 498.89 feet to a 5/8-inch iron rod found at a re-entrant corner of said Lot 5, Block "A", same being the southwest corner of the said 4.9448 acre tract, for a re-entrant corner of the tract described herein;

THENCE S 62° 08' 40" E, with the south line of the said 4.9448 acre tract and a north line of said Lot 5, Block "A", and being also with a north line of the tract described herein, a distance of 432.72 feet to a 1/2-inch iron rod found in the west right-of-way line of said Brodie Lane at the southeast corner of the said 4.9448 acre tract, same being a northeast corner of said Lot 5, Block "A", CCR 108 Subdivision, said 1/2-inch iron rod found being also the northwest corner of the said Travis County 0.3888 of one acre tract and the southwest corner of a called 0.2128 of one acre tract described in the deed to Travis County of record in Volume 10688, Page 621, Real Property Records of Travis County, Texas, for a northeast corner of the tract described herein;

25.651 Acres  
Samuel Hamilton Survey No. 16, A-340  
Travis County, Texas

Loomis Job No. 100513  
FN1222R1(ktm)  
Page 3 of 3

THENCE S 27° 36' 35" W, with the west right-of-way line of said Brodie Lane and the east line of said Lot 5, Block "A", CCR 108 Subdivision, and being also with the west line of the said Travis County 0.3888 of one acre tract and with the east line of the tract described herein, a distance of 419.70 feet to the **POINT OF BEGINNING** and containing 25.651 acres of land, more or less.

**BEARING BASIS:** Bearing Basis is Texas Coordinate System, Texas Central Zone, NAD 83, Grid.

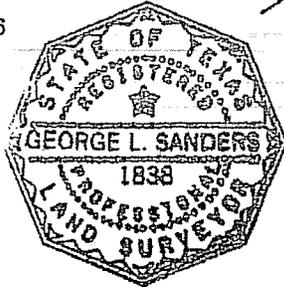
LOOMIS WORD FILE: FN1222R1(ktm)

THE STATE OF TEXAS       §  
  §       KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF TRAVIS       §

That I, George L. Sanders, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground during the months of July and August 2010 and July 2011 under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas on this 16<sup>TH</sup> of August, 2011 A.D.

Loomis Partners  
Austin, Texas 78746



George L. Sanders  
Registered Professional Land Surveyor  
No. 1838 – State of Texas

FIELD NOTES REVIEWED

By: CLARK DANIEL Date 08-23-2011

Engineering Support Section  
Department of Public Works  
and Transportation

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

**EXHIBIT C**

**FENCING SPECIFICATIONS**

## FENCING SPECIFICATIONS

### General Construction and Material Criteria

1. Materials shall meet or exceed the following standards

Chain link fabric	ASTM A392, Class 1
Galvanized steel wire	ASTM A116, Class 3
Steep pipe	ASTM A120; Schedule 40 Pipe
Fittings, bolts, hardware	ASTM A153
Tension wire	ASTM A116
Barbed wire	ASTM A121, Class 1
2. All material shall be new; no unused, rerolled or open seam material shall be used.
3. Chain link fabric width shall be galvanized nine (9) gauges with two (2) inch square mesh. Height of the fabric shall be a minimum of six (6) feet.
4. Chain link fence shall contain all hardware to include but not limited to fabric bands, steel wire ties, fittings made of pressed or rolled steel, steel stretcher bars, carriage nuts and bolts. Hardware shall be galvanized.
5. Line posts shall be tubular, 2" OD (outside diameter), Schedule 40 pipe.
6. Terminal posts shall be tubular end, corner or pull posts, as needed, 2 1/2" OD, Schedule 40 pipe, and shall include watertight malleable iron caps.
7. Top rail shall be tubular, 1 5/8" OD, Schedule 40 pipe, and include outside sleeve type couplings at least seven (7) inches in length.
8. Gate posts shall be tubular, 3" OD, Schedule 40 pipe.
9. Braces shall be trussed with rods and turnbuckles.
10. Tension wire shall be a minimum of seven (7) gauge galvanized coil spring steel.
11. Barbed wire shall be 12.5 gauge wire with two-point fourteen (14) gauge barbs spaced no more than four (4) inches apart.
12. Cement shall be of Class A Concrete and shall be used for securing posts embedded into ground.
13. Post holes shall be a minimum of two (2) feet deep.
14. Terminal posts shall be installed no more than five hundred (500) feet apart in straight runs, and shall be installed at each vertical angle point.

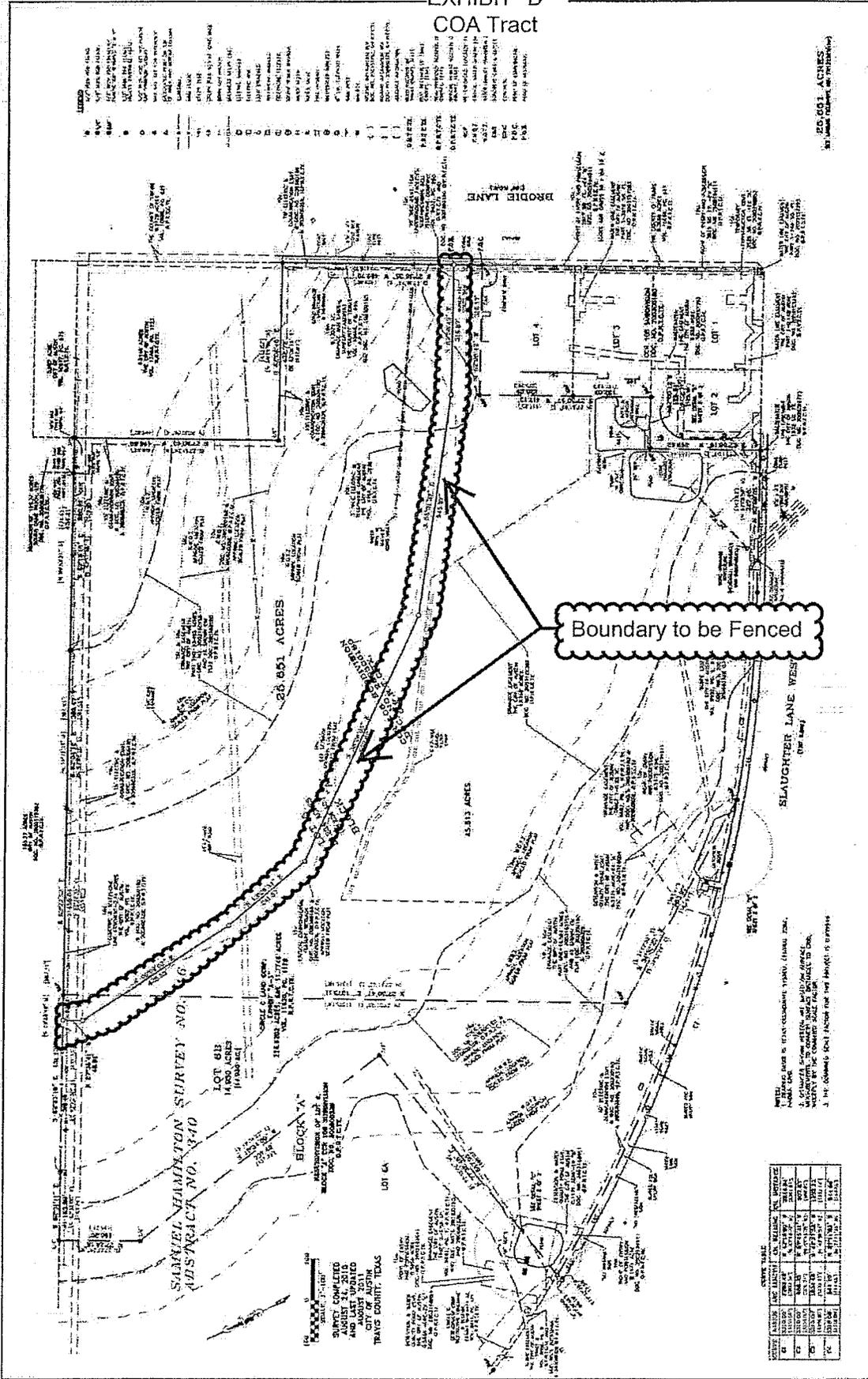
15. Grouted line posts shall be installed every ten (10) feet.
16. Concrete for posts shall be installed and the posts shall be centered in their footings. Concrete shall be finished in a dome and cured a minimum of 48 hours before further work is done on the posts.
17. Posts shall be set plumb and permanently positioned and anchors firmly set before fabric is placed.
18. Corner posts shall be placed at each horizontal angle point greater than 15 degrees. Corner and pull posts shall have horizontal braces and tie rods.
19. Chain link fabric shall be fastened to posts by steel stretcher bars fitted with carriage nuts and bolts. Chain link fabric shall be placed two (2) inches above the ground line. In areas of irregular ground, distance may vary between one and three inches.
20. Top rail and bottom tension wire shall be installed before installing chain link fabric and shall pass through post tops. Tension wires shall be within four (4) inches from the bottom of chain link fabric and shall be pulled taut.
21. Braces shall be installed on all terminal posts and shall extend to the adjacent line posts.
22. Fabric shall be fastened with steel wire ties in 6 inch intervals.
23. Three (3) rows of barbed wire shall be installed on top of the chain-link fencing. The first row of barbed wire shall be installed four (4) inches from chain-link fabric, second row of barbed wire shall be installed four (4) inches from the first row of barbed wire, and third row of barbed wire shall be installed four (4) inches from the second row of barbed wire. Barbed wire is to be set at a 45° angle, to face towards outside of area to be fenced.
24. Grounding material shall be driven or drilled in vertically until the top of the rod is approximately six (6) inches below the top of the ground. A copper conductor shall be brazed to the rod and to the fence in such a manner that each element of the fence is grounded.

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

**EXHIBIT D**

**FENCING LOCATIONS**

EXHIBIT "D"  
COA Tract



- 1. LOT 1
- 2. LOT 2
- 3. LOT 3
- 4. LOT 4
- 5. LOT 5
- 6. LOT 6
- 7. LOT 7
- 8. LOT 8
- 9. LOT 9
- 10. LOT 10
- 11. LOT 11
- 12. LOT 12
- 13. LOT 13
- 14. LOT 14
- 15. LOT 15
- 16. LOT 16
- 17. LOT 17
- 18. LOT 18
- 19. LOT 19
- 20. LOT 20
- 21. LOT 21
- 22. LOT 22
- 23. LOT 23
- 24. LOT 24
- 25. LOT 25
- 26. LOT 26
- 27. LOT 27
- 28. LOT 28
- 29. LOT 29
- 30. LOT 30
- 31. LOT 31
- 32. LOT 32
- 33. LOT 33
- 34. LOT 34
- 35. LOT 35
- 36. LOT 36
- 37. LOT 37
- 38. LOT 38
- 39. LOT 39
- 40. LOT 40
- 41. LOT 41
- 42. LOT 42
- 43. LOT 43
- 44. LOT 44
- 45. LOT 45
- 46. LOT 46
- 47. LOT 47
- 48. LOT 48
- 49. LOT 49
- 50. LOT 50

SHEET 1 OF 2

LAND TITLE SURVEY  
26.851 ACRES, BEING A PORTION OF LOT 5, BLOCK "A",  
COP FOR SUBDIVISION AND SUBDIVISION OF LOT 6,  
BLOCK "A", COA SUBDIVISION FOR THE CITY OF  
HAMILTON SURVEY NO. 16, ABSTRACT NO. 340, TRAVIS COUNTY, TEXAS

LOOMIS PARTNERS

26.851 ACRES

Boundary to be Fenced

NO.	DESCRIPTION	ACRES	DATE
1	LOT 1	0.100	8/21/10
2	LOT 2	0.100	8/21/10
3	LOT 3	0.100	8/21/10
4	LOT 4	0.100	8/21/10
5	LOT 5	0.100	8/21/10
6	LOT 6	0.100	8/21/10
7	LOT 7	0.100	8/21/10
8	LOT 8	0.100	8/21/10
9	LOT 9	0.100	8/21/10
10	LOT 10	0.100	8/21/10
11	LOT 11	0.100	8/21/10
12	LOT 12	0.100	8/21/10
13	LOT 13	0.100	8/21/10
14	LOT 14	0.100	8/21/10
15	LOT 15	0.100	8/21/10
16	LOT 16	0.100	8/21/10
17	LOT 17	0.100	8/21/10
18	LOT 18	0.100	8/21/10
19	LOT 19	0.100	8/21/10
20	LOT 20	0.100	8/21/10
21	LOT 21	0.100	8/21/10
22	LOT 22	0.100	8/21/10
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24	LOT 24	0.100	8/21/10
25	LOT 25	0.100	8/21/10
26	LOT 26	0.100	8/21/10
27	LOT 27	0.100	8/21/10
28	LOT 28	0.100	8/21/10
29	LOT 29	0.100	8/21/10
30	LOT 30	0.100	8/21/10
31	LOT 31	0.100	8/21/10
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37	LOT 37	0.100	8/21/10
38	LOT 38	0.100	8/21/10
39	LOT 39	0.100	8/21/10
40	LOT 40	0.100	8/21/10
41	LOT 41	0.100	8/21/10
42	LOT 42	0.100	8/21/10
43	LOT 43	0.100	8/21/10
44	LOT 44	0.100	8/21/10
45	LOT 45	0.100	8/21/10
46	LOT 46	0.100	8/21/10
47	LOT 47	0.100	8/21/10
48	LOT 48	0.100	8/21/10
49	LOT 49	0.100	8/21/10
50	LOT 50	0.100	8/21/10

EXHIBIT "D"  
AISD Tract

NO.	DESCRIPTION	AMOUNT	DATE
1	...	...	...
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NOTES:  
1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.  
2. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE TRAIL OR ALONG THE CENTERLINE OF THE FENCE LINE.  
3. THE DISTANCES SHALL BE MEASURED FOR THE PROJECT & SHOWN.

48.613 ACRES BRING A PORTION OF LOT 6, BLOCK "A",  
COR 108 SUBDIVISION & LOT 6A, BLOCK "A", RESUBDIVISION OF LOT 6,  
HAMILTON SURVEY NO. 101 ASSHLEY TO 3400 TARRANT COUNTY, TEXAS.

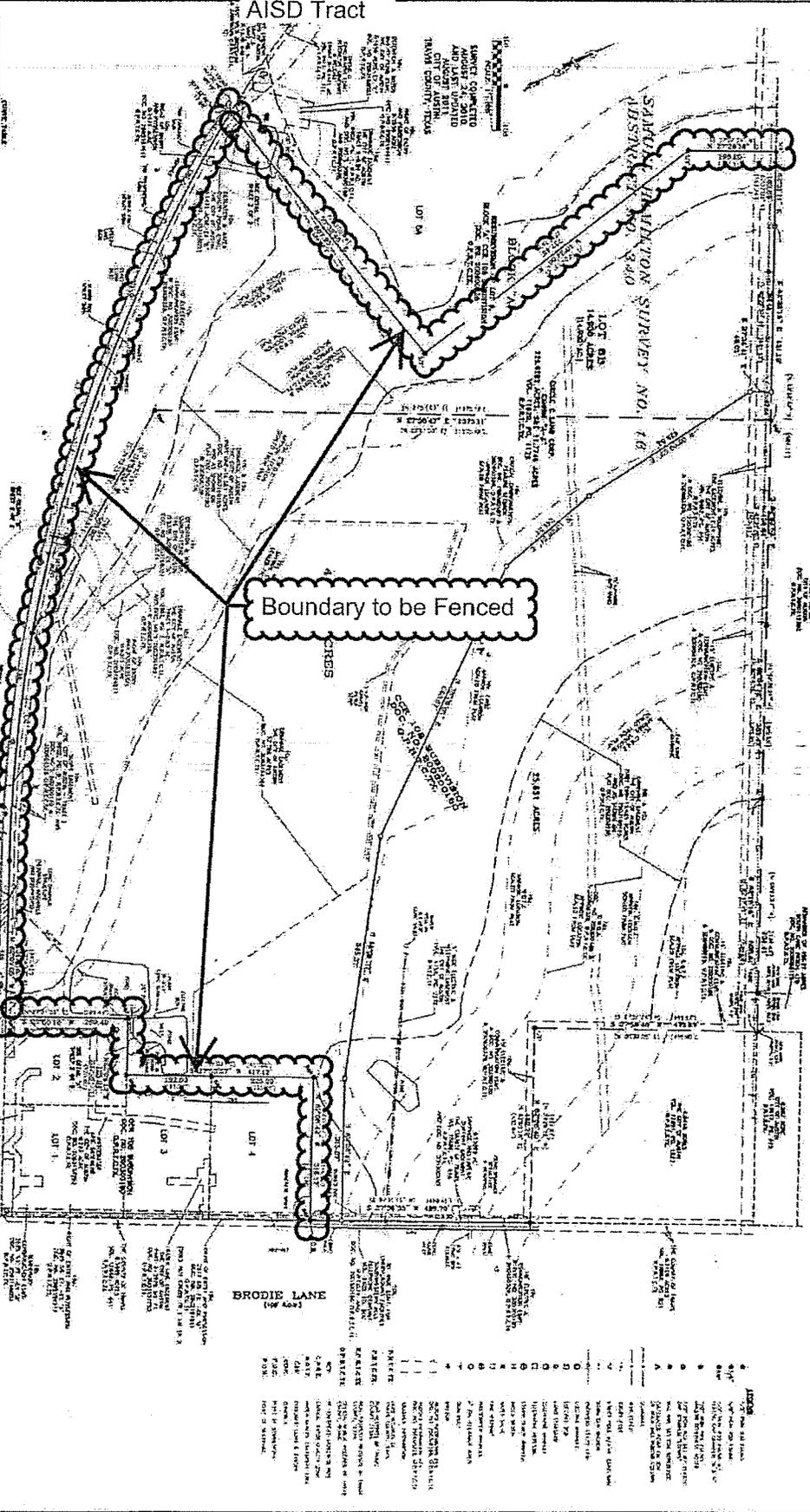
48.078 ACRES  
BRING A PORTION OF LOT 6, BLOCK "A",  
COR 108 SUBDIVISION & LOT 6A, BLOCK "A", RESUBDIVISION OF LOT 6,  
HAMILTON SURVEY NO. 101 ASSHLEY TO 3400 TARRANT COUNTY, TEXAS.

48.078 ACRES  
BRING A PORTION OF LOT 6, BLOCK "A",  
COR 108 SUBDIVISION & LOT 6A, BLOCK "A", RESUBDIVISION OF LOT 6,  
HAMILTON SURVEY NO. 101 ASSHLEY TO 3400 TARRANT COUNTY, TEXAS.

48.078 ACRES  
BRING A PORTION OF LOT 6, BLOCK "A",  
COR 108 SUBDIVISION & LOT 6A, BLOCK "A", RESUBDIVISION OF LOT 6,  
HAMILTON SURVEY NO. 101 ASSHLEY TO 3400 TARRANT COUNTY, TEXAS.

48.078 ACRES  
BRING A PORTION OF LOT 6, BLOCK "A",  
COR 108 SUBDIVISION & LOT 6A, BLOCK "A", RESUBDIVISION OF LOT 6,  
HAMILTON SURVEY NO. 101 ASSHLEY TO 3400 TARRANT COUNTY, TEXAS.

48.078 ACRES  
BRING A PORTION OF LOT 6, BLOCK "A",  
COR 108 SUBDIVISION & LOT 6A, BLOCK "A", RESUBDIVISION OF LOT 6,  
HAMILTON SURVEY NO. 101 ASSHLEY TO 3400 TARRANT COUNTY, TEXAS.



Boundary to be Fenced

**LOOMIS PARTNERS**  
 48.613 ACRES BRING A PORTION OF LOT 6, BLOCK "A",  
 COR 108 SUBDIVISION & LOT 6A, BLOCK "A", RESUBDIVISION OF LOT 6,  
 HAMILTON SURVEY NO. 101 ASSHLEY TO 3400 TARRANT COUNTY, TEXAS.  
 SHEET 1 OF 2  
 PLAN # 3821A


**Agenda Item Details**

AISA  
School Board Meeting

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Meeting Aug 22, 2011 - Regular Board Meeting

Category 12. CONSENT - FACILITIES

Subject 12.9 Approval of Development Agreement between the City of Austin and AISD for the Bowie Donation Tract

Type Consent (Action)

Preferred Date Aug 22, 2011

Absolute Date Aug 22, 2011

Fiscal Impact No

Recommended Action Motion for Board to approve.

**SUBJECT:**

Approval of Development Agreement between the City of Austin and AISD for the Bowie Donation Tract

**PRESENTERS:**

Lawrence W. Fryer, Jr., Chief Operations Officer  
 Paul Turner, Executive Director of Facilities  
 Curt Shaw, Director of Construction Management

**RECOMMENDATION:**

That the Board of Trustees approve the development agreement between the City of Austin and the Austin Independent School District, establishing site development standards for the construction of field sports and marching band practice fields on the donated tract of land across from Bowie High School.

**BACKGROUND INFORMATION:**

On June 20, 2011, the Board of Trustees approved a donation agreement between Circle C Land, L.P., the City of Austin, and the Austin Independent School District, whereby AISD would receive a donation of approximately 50 acres of land out of the Circle C Ranch 108 Subdivision for the proposed future use of the District to construct field sports and marching band practice fields for Bowie High School.

One condition of the donation agreement was that AISD and the City would enter into an agreement that would define how this site could be developed for its intended purpose. The terms and conditions of this agreement would be specific to the subject property, and would augment or otherwise modify the development provisions that have been established in the School District Land Development Standards Agreement between the Austin Independent School District and the City of Austin.

The District's eventual plans for the tract include the development of two practice fields with irrigation systems that will enable the fields to be maintained in a condition that is appropriate for their use, constructing a foot access walkway trail to the location of the fields, interior to the property, from the pedestrian crossover walkway at Slaughter Lane and Wolfrap Drive, and constructing an access drive to the fields from Brodie Lane, for emergency vehicle use.

Additionally, in order to construct the practice fields outside of the restricted development zones of the property, the District will reconstruct and reconfigure a stormwater drainage field that is presently on the site that serves the adjacent commercial properties located at the northwest corner of Brodie Lane and Slaughter Lane. Currently, stormwater is distributed and absorbed over the surface of a 13-acre area of the site. In order to locate the fields in an area that requires the least excavation and site clearing, with the concurrence of the City of Austin's Watershed Protection Department, the approval of which has been received, the stormwater distribution system will be modified to become a spray re-irrigation system, and the 13-acre vegetative filtration field will be reduced to an area that is approximately 4 acres in size for the spray distribution of the stormwater.

The City of Austin and AISD have completed their negotiations on how the Bowie donation tract will be allowed to be developed, and the final development agreement is ready to be executed. The general terms and conditions of the agreement are outlined in Exhibit "A". The development agreement in its final form is included as Exhibit "B".

The agreement does not set a timeline for the District's future development of the tract. A future funding source will have to be identified before the school district can commit resources to the planning and development of the property.

#### ADMINISTRATIVE CONSIDERATION:

The Agreement Between the City of Austin and the Austin Independent School District Establishing Site Development Standards for the Bowie High School Practice Fields has been developed by attorneys representing both AISD and the City, and has been reviewed by AISD's General Counsel. Staff recommends that the Board of Trustees approve the execution of the agreement to enable the District in the future to construct practice fields on the Bowie Donation Tract for the benefit of the school.

#### ACTION REQUIRED:

Board approval.

#### CONTACT PERSONS:

Lawrence W. Fryer, Jr.  
Paul Turner  
Curt Shaw

#### ATTACHMENTS:

Attachment 1 – Exhibit "A" – Terms and Conditions of the Development Agreement

Attachment 2 – Exhibit "B" – Agreement between the City of Austin and AISD Establishing Site Development Standards for the Bowie High School Practice Fields

[Attachment 1 - Exhibit A - Terms for Development of Tract.pdf \(24 KB\)](#)

[Attachment 2 - Exhibit B - Agremt.pdf \(43 KB\)](#)

*Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of a majority of board members.*

## AUSTIN INDEPENDENT SCHOOL DISTRICT

Meeting Minutes

Carruth Administration Center

Regular Meeting

August 22, 2011

Presiding Officer

President Mark J. Williams

A Regular meeting of the Board of Trustees of the Austin Independent School District was held Monday, August 22, 2011, beginning at 6:00 PM in the Carruth Administration Center Board Auditorium, Room B100, 1111 West 6th Street, Austin, TX.

1. Call to Order

In compliance with Chapter 551 (Open Meetings) of the Texas Government Code, as amended, President Williams called to order a meeting of the Board of Trustees of the Austin Independent School District on Monday, August 22, 2011 at 6:07 PM. The following Trustees were in attendance, to wit: Tamala Barksdale, Christine Brister, Lori Moya, Vincent Torres and Mark Williams. The following Trustees were absent to wit: Cheryl Bradley, Sam Guzman, Annette LoVoi, and Robert Schneider.

The Board may meet in closed session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, including the Superintendent's evaluation; deliberation of the purchase, exchange, lease, or value of real property; deliberation of a negotiated contract for a prospective gift to the District; deliberation about commercial or financial information that the Board has received from a business prospect, or deliberation of the offer of a financial or other incentive to a business prospect; and/or to consult with legal counsel regarding pending or contemplated litigation or a settlement offer or on a matter which the school district's legal counsel determines should be confidential, including legal consultation regarding redistricting, in accordance with Chapter 551 of the Texas Government Code, Sections 551.074, 551.072, 551.073, 551.087, and 551.071, respectively.

2. Approval of Agenda

Lori Moya made a motion that the Trustees approve the agenda removing Consent Agenda Item 12.4 (Approval of Access Easement Agreement for the Construction of the North Central Elementary School). Vincent Torres seconded the motion.

The motion passed with a 5-0-0-4 vote. The following Trustees were absent to wit: Cheryl Bradley, Sam Guzman, Annette LoVoi, and Robert Schneider.

3. Executive Session

President Williams called the Executive Session to order at 6:10 PM.

Board members in attendance included: Tamala Barksdale, Cheryl Bradley, Christine Brister, Sam Guzman (arrived at 6:43 PM), Annette LoVoi (arrived at 6:16 PM), Lori Moya, Robert Schneider, Vincent Torres, and Mark Williams. Others in attendance for executive session were: Mel Waxler, Meria Carstarphen, and David Mendez.

President Williams adjourned Executive Session at 7:11 PM.

The Board reconvened in Open Session at 7:24 PM.

4. Pledge of Allegiance

Trustee Lori Moya led the Board of Trustees in the Pledge of Allegiance and the Pledge to the Texas Flag.

5. Citizens Communication

President Williams introduced Irma Gomez as the Spanish interpreter.

- 9.7 Interlocal Agreement with Austin Fire Department for Fire Technology Program at LBJ
- 9.8 College Board PSAT/NMSQT Early Participation Program Agreement for 11th Grade Students
- 9.9 Consulting Agreement with Communities in Schools for Social Services at Various AISD Schools
- 9.10 College Connection Program and Data Sharing Agreement between ACC and AISD
- 9.11 Memorandum of Understanding-Early College Start between ACC and AISD
- 9.12 2011-12 Contract Renewal with SafePlace
- 9.13 Legacy of Giving Contract
- 9.14 2011 Supplemental Science Materials Adoption

#### 10. Consent - Board Administration

- 10.1 Selection of Delegate and Alternate to Texas Association of School Boards / Texas Association of School Administrators (TASB/TASA) Convention
- 10.2 May 31, 2011 Special Meeting Minutes
- 10.3 June 13, 2011 Work Session/Dialogue Meeting Minutes
- 10.4 June 20, 2011 Public Hearing Minutes
- 10.5 June 20, 2011 Regular Meeting Minutes
- 10.6 Annual Agenda Planning Calendar

#### 11. Consent - Business & Finance

- 11.1 Approve Agreement for the Purchase of Attendance Credits From the State
- 11.2 Approval of the 2011-2012 Audit Plan
- 11.3 Budget Report, Amendments and Tax Report for the Month Ending June 30, 2011
- 11.4 Budget Report, Amendments and Tax Report for Month Ending July 31, 2011
- 11.5 Bids/Proposals on Equipment, Services and Supplies
- 11.6 Budget Report and Amendments for the Period Ending August 22, 2011

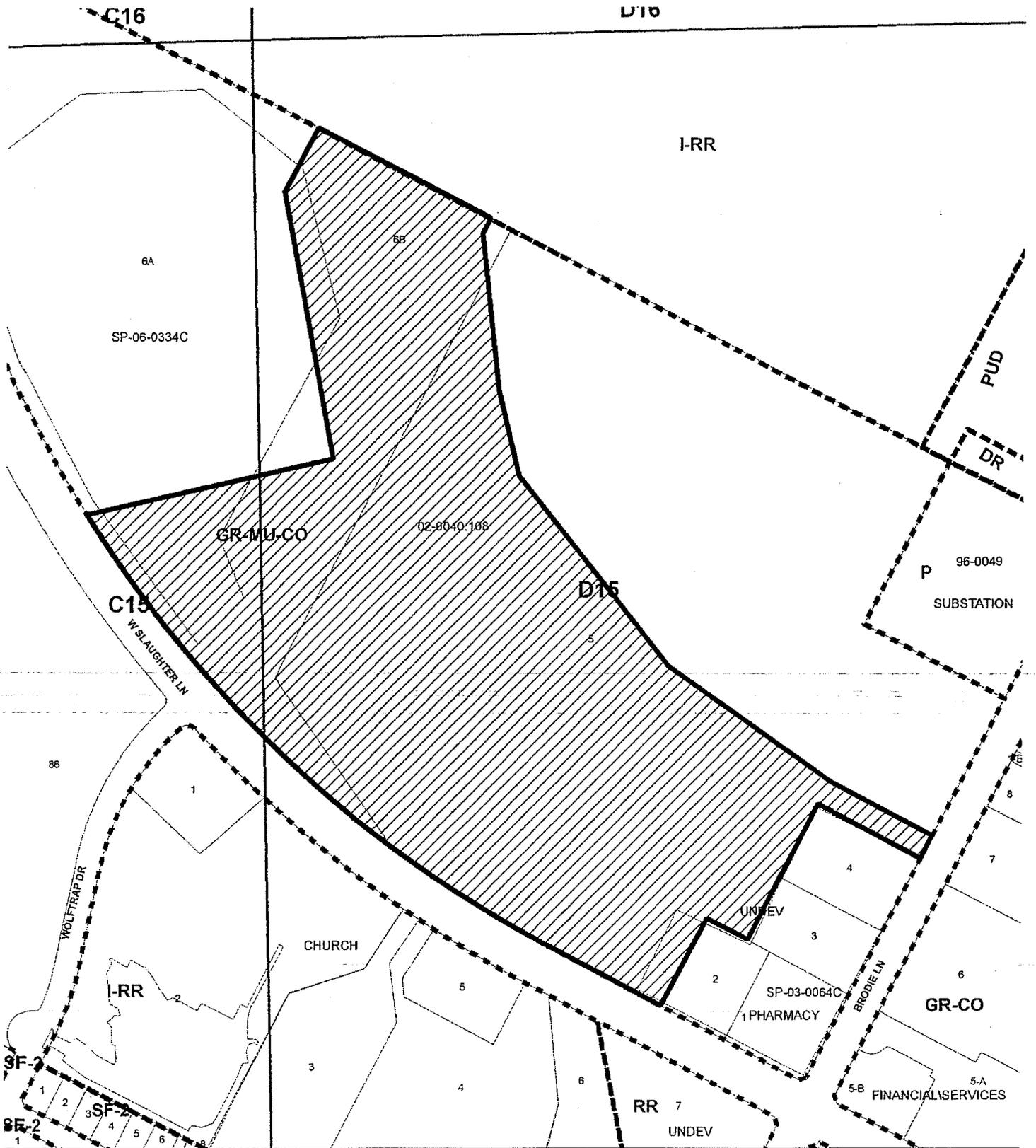
#### 12. Consent - Facilities

- 12.1 Moves, Adds and Changes to Information Systems at Various Sites, Selection of Contractors and Award of Contracts
- 12.2 Moves, Adds and Changes to Video Surveillance Systems Infrastructure at Various Sites, Selection of Contractors and Award of Contracts
- 12.3 Wage Rate Compliance for 2004 Bond Program Project for Construction of Overton Elementary School
- 12.4 Approval of Access Easement Agreement for the Construction of the North Central Elementary School – Item was pulled from the agenda
- 12.5 Roof Replacement at Becker Elementary School Selection of Contractor and Award of Contract
- 12.6 Approval of Participation in Texas LoanSTAR Program and Approval of State Energy Conservation Office (SECO) Revolving Loan Agreement to Implement Energy-Efficiency Improvement Projects
- 12.7 Construction of ADA/TAS Corridor Lifts at Maplewood Elementary School Selection of Contractor and Award of Contract
- 12.8 Approval of Declaration of Easement and Restrictive Covenants Regarding Maintenance of Storm Water Drainage Facilities for the New Early Childhood Demonstration School
- ★ 12.9 Approval of Development Agreement between the City of Austin and AISD for the Bowie Donation Tract ★
- 12.10 Approval for Issuing a Request for Proposals for School Bus Advertising
- 12.11 Review and Approval of AISD Documents Containing Definition of Hazardous Traffic Conditions
- 12.12 Approval of Purchase of Sites for Construction of the North Central Elementary School

#### 13. Consent - Human Resources

- 13.1 Routine Personnel Actions: Confirmation of Appointments, Resignations, Retirements and Summary
- 13.2 Appointment of Executive Director of Special Programs, Academics
- 13.3 Withdrawal of Term Contract Termination
- 13.4 Withdrawal of Contract Nonrenewal
- 13.5 Withdrawal of Probationary Contract Termination
- 13.6 Proposed Termination of Professional Employee(s) During a Term Contract

#### 14. Consent - Policy



**SITE PLAN**

CASE#: Bowie Practice Field site  
 ADDRESS: Slaughter Lane  
 GRID:  
 MANAGER: Nikki Hoelter

OPERATOR:

This map has been produced by site plan review for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



-  SUBJECT TRACT
-  ZONING BOUNDARY



