

CITY OF ROUND ROCK
SIDEWALK FURNITURE LICENSE PROGRAM

1. Program Established. The City Council of Round Rock hereby establishes a Sidewalk Furniture License Program (the "Program") whereby businesses located within the Downtown Master Plan Area which are zoned MU-1 or MU-2 may be permitted to place Sidewalk Furniture within the City-owned right-of-way adjacent to said businesses.
2. Definitions. As used herein, certain terms shall be defined as follows:
 - a) Downtown Master Plan Area. The area bounded by Interstate 35 on the west, the Union Pacific railway line on the south, and Brushy Creek on the north and east, with a portion extending north of the creek along Mays Street to just north of Palm Valley Boulevard (Highway 79). A description and map of the Area is included in the City of Round Rock's Downtown Master Plan
 - b) Sidewalk Furniture. A collective term for objects that a business typically places on the sidewalk or other City-owned land adjacent to the business such as planters, tables, umbrellas, benches and chairs.
3. License. The City Manager is authorized to execute License Agreements with owners of businesses located within the Downtown Master Plan Area zoned MU-1 or MU-2 for placement of Sidewalk Furniture in accordance with the requirements of this Program. No person shall be allowed to place Sidewalk Furniture on City-owned property unless they have submitted an Application for License Agreement attached hereto as **Exhibit 1** and received a License Agreement executed by the City Manager. A copy of the approved form for the License Agreement is attached hereto as **Exhibit 2**.
4. Requirements. The placement of the Sidewalk Furniture shall be subject to the following requirements:
 - a) Sidewalk Furniture shall be allowed only in the public right-of-way adjacent to properties in the Downtown Master Plan Area zoned MU-1 or MU-2.
 - b) Sidewalk Furniture shall be free-standing and shall not be permanently affixed, anchored, or otherwise secured to the ground or to any pole, tree, tree grate, fire hydrant, railing or other structure.
 - c) Sidewalk Furniture shall be placed so that it (a) does not interfere with pedestrians, traffic, or building ingress or egress, (b) does not block wheelchair ramps, (c) does not interfere with any ADA accessible routes; or (d) otherwise cause a safety hazard.

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- d) Sidewalk Furniture shall not obstruct sight visibility triangles at the intersection of two (2) public streets.
- e) Sidewalk Furniture shall meet the standards for site furniture required in the MU- and MU-2 districts.
- f) Sidewalk Furniture which is not maintained in good condition may be immediately removed at the sole discretion of the City.
- g) A Certificate of Appropriateness shall be required for all Sidewalk Furniture associated with a business that has Historic (H) Overlay Zoning. A separate application shall not be required for the Certificate of Appropriateness.
- h) Each piece of Sidewalk Furniture shall have affixed to it a license sticker provided by the City.

5. Application. Prior to the issuance of a License Agreement, an Application therefor shall be submitted to the Planning and Development Services Department. The following information shall be included with the completed application:

- a) Photos showing color, style, and materials of Sidewalk Furniture if a Certificate of Appropriateness review is necessary.
- b) A dimensioned plan or sketch showing the placement of all Sidewalk Furniture elements, its proposed location on the public sidewalk and sidewalk clearance.
- c) A description of the Sidewalk Furniture and the number of pieces of Sidewalk Furniture to be placed within the public right-of-way.

6. License Fee. The license fee shall be \$25 for the first piece of Sidewalk Furniture and \$5 for each additional piece of Sidewalk Furniture, not to exceed \$200 per license. The City will issue a sticker for each piece of Sidewalk Furniture,

7. Existing Sidewalk Furniture. Within thirty (30) days of the adoption of this Program, the owners of any existing Sidewalk Furniture must submit an application for such Sidewalk Furniture. The Application Fee will be waived. In the event that an Application is not submitted and approved, the City may remove any and all Sidewalk Furniture which does not have an approved sticker.

8. Approval or Denial of Application. It is the discretion of the City staff to approve or deny an Application for a License Agreement. The Application may be denied based upon the condition of the adjacent public right-of-way, construction plans, or any other factors deemed relevant to the decision. The health, safety, and welfare of pedestrians is of paramount importance.

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ATTACHMENTS:

Exhibit 1: Application for License Agreement – Downtown Sidewalk Furniture Program

Exhibit 2: License Agreement – Downtown Sidewalk Furniture Program

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Application for License Agreement Sidewalk Furniture Program

Applicant Information:

SELECT ONE:

- ☐ Corporation
☐ Partnership/ Joint Venture
☐ Individual

- ☐ Limited Liability Company
☐ Limited Partnership

Note: A document must be attached authorizing the Applicant's signature on behalf of an entity selected above.

Contact Name: _____

Organization Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact's Phone: _____ Fax: _____

Land Owner's Information: (If different from Applicant)

SELECT ONE:

- ☐ Corporation
☐ Partnership/ Joint Venture
☐ Individual

- ☐ Limited Liability Company
☐ Limited Partnership

Note: A document must be attached authorizing the Applicant's signature on behalf of an entity selected above.

Contact Name: _____

Organization Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact's Phone: _____ Fax: _____

Property information:

Address: (If different from above): _____

Proposed Sidewalk Furniture:

Have any Sidewalk Furniture pieces been placed in an adjacent public right-of-way prior to this application? ☐ Yes ☐ No

If yes:

Total number of Sidewalk Furniture pieces the Applicant currently has placed in an adjacent public right-of-way **without** an affixed license sticker:

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Total number of Sidewalk Furniture pieces placed in an adjacent public right-of-way **with** an affixed license sticker:

Total number of **new** Sidewalk Furniture pieces the Applicant is requesting be approved for placement in an adjacent public right-of-way:

If no:

Number of Sidewalk furniture pieces the Applicant is requesting be approved for placement in an adjacent public right-of-way:

Is the property address a historic landmark or in a historic district? ☐ Yes ☐ No

If no:

The Applicant must attach a dimensional sketch plan or sketch showing the placement of all Sidewalk Furniture, existing and new, and its proposed location within the public right-of-way and sidewalk clearance.

If yes:

The Applicant will also require a Certificate of Appropriateness from the Historic Preservation Commission, and in addition to attaching the above dimensional sketch plan, the Applicant must also attach additional documents showing color, style and materials of the Sidewalk Furniture.

I, the undersigned, declare the information provided in this Application to be valid and correct. I understand that a non-refundable fee of \$25.00 for the first piece of sidewalk furniture and \$5.00 for each additional piece, not to exceed \$200.00 per Application is required to process the Application.

Signed by: _____
Applicant

Printed name: _____

Title: _____

CASE NO. _____

DATE: _____



SIDEWALK FURNITURE LICENSE AGREEMENT

This Sidewalk Furniture License Agreement ("License") is made this ____ day of _____, 20__, by and between the CITY OF ROUND ROCK, (hereinafter "Licensor"), a Texas home rule municipality, and _____ (hereinafter, "Licensee").

Whereas, Licensor is the owner or tenant of the real property (hereinafter, "Property") in the Downtown Master Plan area MU-1 or MU-2 district, located at (address) _____; and

Whereas, Licensee desires to place Sidewalk Furniture in the public right-of-way; and

Whereas, Licensor desires to grant Licensee the right to place Sidewalk Furniture within the public right-of-way

NOW, THEREFORE, it is agreed as follows:

License

1. Licensee shall have the right to place Sidewalk Furniture in the public right-of-way described herein.

This License creates a license only and Licensee does not have any interest of any kind in the public rights-of-way by virtue of this license.

This License only applies to Sidewalk Furniture listed in the Licensee's Application attached as **Exhibit A** and affixed by **Sticker Number(s)** _____ issued by the City.

Licensee must comply with all other requirements of the Code of Ordinances of the City of Round Rock, Texas.

Consideration

2. In consideration for grant of this License, Licensee shall pay Licensor a non-refundable fee of \$25 for the first piece of sidewalk furniture and \$5 for each additional piece of Sidewalk Furniture, not to exceed \$200, for a total of \$_____.

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Nonassignability

3. This License is personal to Licensee and is not assignable.

Terminable at Will

4. This Agreement is terminable by either party at will by the giving of actual notice to the other party.

Indemnity

5. Licensee shall comply with the requirements of all applicable laws, rules and regulations, and shall indemnify and hold harmless Licensor, its officers, agents and employees from and against any and all claims, losses, damages, causes of action, expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with Licensee's exercise of this License.

Release

6. Licensee assumes full responsibility for its exercise of the License, and hereby releases, relinquishes and discharges Licensor, its officers, agents and employees, from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death, of person (whether they be third persons, contractor, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that either of the parties hereto or of third parties) caused by or alleged to be caused, arising out of, or in connection with Licensee's exercise of the License whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

Venue

7. This License shall be construed under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Notice

8. Notice shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. mail to the following addresses:

CITY: City of Round Rock
ATTN: Steve Norwood, City Manager
221 East Main Street
Round Rock, Texas 78664

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LICENSEE:

IN WITNESS WHEREOF, this AGREEMENT is executed on this _____ day of _____, 20____.

CITY OF ROUND ROCK

By: _____
STEVE NORWOOD, City Manager

BY: _____
ITS: _____

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EXHIBIT A

**APPLICATION FOR
SIDEWALK FURNITURE LICENSE**

**EXHIBIT
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