

EXHIBIT

"A"

CITY OF ROUND ROCK DOWNTOWN SIDEWALK FURNITURE PROGRAM

1. Program Established. The City Council of Round Rock hereby establishes a Downtown Sidewalk Furniture Program (the "Program") whereby businesses located Downtown may be permitted to place Sidewalk Furniture within the City-owned right-of-way adjacent to said businesses. A property owner must obtain a Downtown Sidewalk Furniture License Agreement (the "License Agreement"). Additionally, a building occupant or a property owner must obtain an Annual Sidewalk Furniture Permit.
2. Definitions. As used herein, certain terms shall be defined as follows:
 - a) Downtown (DT). DT is defined geographically beginning with the eastern edge of the northbound frontage road of Interstate Highway 35 where it crosses the approximate centerline of Brushy Creek, then proceeding south along said edge of the northbound frontage road to the approximate centerline of the northern most track of the Union Pacific Railroad, then proceeding northeast along the approximate centerline of the northern most track of the Union Pacific Railroad, then proceeding north along the property line between 1099 East Main Street and 1201 East Main Street, then proceeding east along East Main Street, then proceeding north along the eastern property line of 1280 East Main Street, then proceeding north along the western property line of 1116 East Austin Avenue to the approximate centerline of Brushy Creek, then proceeding west along the approximate centerline of Brushy Creek to the eastern edge of the northbound frontage road of Interstate Highway 35, being the point of beginning. DT map is shown in **Exhibit 1**.
 - b) Downtown Sidewalk Furniture. A collective term for commercial grade moveable outdoor furniture and features that are manufactured for exterior uses that a business places in public rights-of-way or open space adjacent to the business such as planters, tables, umbrellas, benches, chairs, and sandwich board signs.
 - c) Commercial Use. For purposes of this program, commercial use shall be any property which is in DT except for residential districts as defined in the Code of Ordinances, Article II, and MU-L zoned properties.
3. License Agreement Requirements. The City Manager is authorized to execute License Agreements with owners of properties with a commercial use located in DT for placement of Downtown Sidewalk Furniture in accordance with the requirements of this Program. No person

shall be allowed to place Downtown Sidewalk Furniture on City-owned property unless they have submitted an application for a License Agreement and received a License Agreement executed by the City Manager. A copy of the approved form for the License Agreement is attached herein as **Exhibit 2**. When the City opts to place Downtown Sidewalk Furniture in front of a business, the business may apply for a License Agreement only for items in compliance with the Program and not provided by the City.

4. **License Agreement Application.** Prior to the issuance of a License Agreement, an application shall be submitted to the Planning and Development Services Department. The first time an application is submitted for a License Agreement, an application must be submitted for the Annual Sidewalk Furniture Permit simultaneously. Staff shall generate an exhibit showing the allowable area where the applicant is eligible to place Downtown Sidewalk Furniture and said exhibit shall be attached to the License Agreement Application. A new License Agreement is required when the site has a new property owner.

5. **Annual Sidewalk Furniture Permit Requirements.** The first time an application is submitted for a License Agreement, an application must also be submitted for the Annual Sidewalk Furniture Permit. After a License Agreement is approved for a site, renewal of an Annual Sidewalk Furniture Permit is required for each subsequent calendar year beginning January 1 or when the site has a new building occupant. The placement of the Downtown Sidewalk Furniture shall be subject to the following requirements:

- a) Downtown Sidewalk Furniture shall be allowed only in the public right-of-way adjacent to commercial uses in DT.
- b) Downtown 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) Downtown 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 the American with Disabilities Act (ADA) accessible routes; or (d) otherwise cause a safety hazard.
- d) Downtown Sidewalk Furniture shall not obstruct sight visibility triangles at the intersection of two (2) public streets.
- e) Downtown Sidewalk Furniture shall be required to be of a commercial grade and manufactured for exterior use. No plastic sidewalk furniture shall be permitted with the exception of sandwich board signs.
- f) Downtown Sidewalk Furniture which is not maintained in good condition may be immediately removed at the sole discretion of the City.
- g) Sandwich board signs shall be subject to the standards in the Code of Ordinances Sec. 8-79(a).

6. **Annual Sidewalk Furniture Permit Application.** Prior to the issuance of an Annual Sidewalk Furniture Permit, an application shall be submitted to the Planning and Development

Services Department. The following information shall be included with the application:

- a) A description of the Downtown Sidewalk Furniture; and
- b) Photos showing color, style, and materials of Downtown Sidewalk Furniture.

7. Annual Sidewalk Furniture Permit Fee. A \$50 fee shall be required for the Annual Sidewalk Furniture Permit.

8. Existing Sidewalk Furniture. Within sixty (60) days of the adoption of this Program, the property owners of DT sites with any existing Downtown Sidewalk Furniture must submit an application for a License Agreement and the property owner or building occupant must submit an Annual Sidewalk Furniture Permit Application. The annual application fee will be waived if the application is received within sixty (60) days. In the event that an application is not submitted and approved, the Downtown Sidewalk Furniture is subject to removal by the City.

9. Approval or Denial of Application. City staff may approve or deny an application for an Annual Sidewalk Furniture Permit. 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.

ATTACHMENTS:

Exhibit 1: DT Map

Exhibit 2: License Agreement Form

Exhibit 1: DT Map

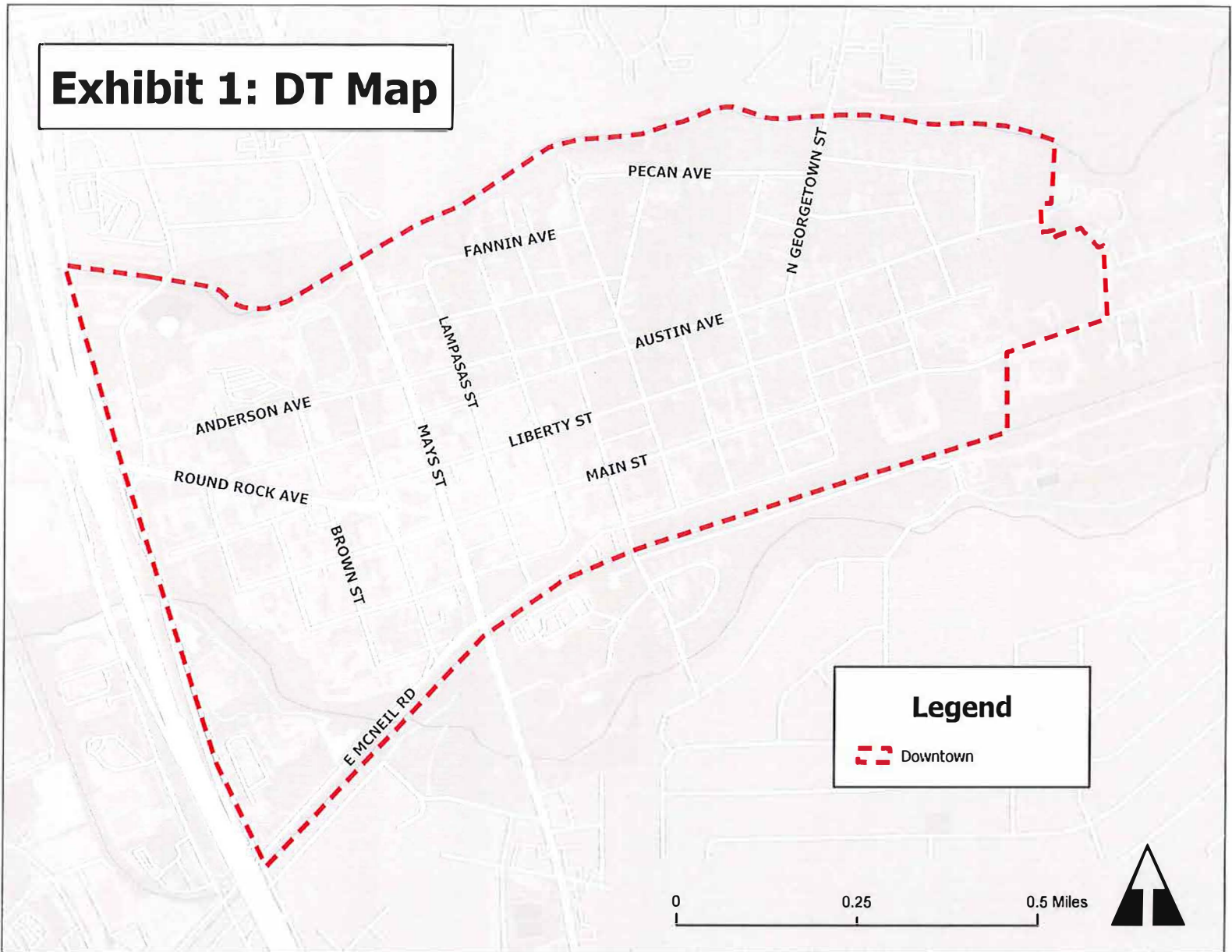


Exhibit 2: License Agreement

DOWNTOWN SIDEWALK FURNITURE LICENSE AGREEMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

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KNOW ALL BY THESE PRESENTS:

This Downtown Sidewalk Furniture License Agreement (hereinafter "Agreement") is made this ____ day of _____, 202__, by and between the **CITY OF ROUND ROCK, TEXAS** a Texas home rule municipality, whose address is 221 East Main Street, Round Rock, Texas 78664 (hereinafter "Licensor"), and _____, whose address is _____ (hereinafter the "Licensee").

Whereas, Licensor is the owner of the real property (hereinafter, "Property") located Downtown in the City of Round Rock, Williamson County, Texas, which is public right-of-way, specifically located at _____; 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:

I. License

- 1.1 Licensee shall have the right to place Sidewalk Furniture in the public right-of-way described herein.
- 1.2 It is understood that this Agreement creates a license only and that Licensee do not and shall not claim at any time any interest or estate of any kind in the public right-of-way located within the Property by virtue of this license.
- 1.3 This License only applies to Sidewalk Furniture placed in the allowed area shown in the exhibit attached to the License Agreement Application. Licensee shall present a detailed plan to the PDS Director for review and approval. Approval of any plan shall be solely within the discretion of the PDS Director or his designee.
- 1.4 It is further understood that Licensee must comply with all other requirements of the Code of Ordinances of the City of Round Rock, Texas.

II. Consideration

- 2.1 In consideration for grant of this License Agreement, Licensee is not required to

pay Licenser a fee; however, an Annual Sidewalk Furniture Permit fee of \$50 is required.

III. Nonassignability

- 3.1 The license granted in this Agreement is personal to Licensee. This Agreement is not assignable. Any assignment in violation of this Agreement will automatically terminate the license. Notwithstanding the foregoing, with the consent of the Licenser, Licensee shall be permitted to assign Licensee's license under this Agreement to any entity acquiring all or a portion of Licensee's property adjacent to the Property or a property owners association created to maintain Licensee's improvements provided such assignee assumes Licensee's obligations and rights granted under this Agreement, and Licensee shall be released from any and all obligations hereunder accruing after such assignment.

IV. Terminable at Will

- 4.1 This Agreement is terminable by either party at will by the giving of actual notice to the other party. Upon termination, any improvements to the Property, at Licenser's option exercised in writing, will become the property of Licenser and it is agreed that Licenser will not reimburse Licensee for any costs expended for said improvements.

V. Indemnity

- 5.1 **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 THE LICENSE UNDER THIS AGREEMENT, EXCEPT FOR ACTS OF LICENSOR OR ITS OFFICERS, AGENTS OR EMPLOYEES, THAT ARE NEGLIGENT OR OF WILLFUL MISCONDUCT OR OF LICENSOR'S CONTRACTOR'S ACTS THAT ARE NEGLIGENT OR OF WILLFUL MISCONDUCT.**

VI. Release

- 6.1 Licensee assume full responsibility for its exercise of the license, and hereby releases, relinquishes and discharges Licenser, 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 any 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 under this Agreement whether or not said claims, demands and causes of action in whole or in part are covered by insurance.

VII. Venue

- 7.1 This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas. Venue for any dispute under this Agreement shall lie exclusively in the courts of Williamson County, Texas.

VIII. Notice

- 8.1 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:

LICENSOR: City of Round Rock
ATTN: City Manager
221 East Main Street
Round Rock, Texas 78664

LICENSEE: _____

[Signature pages to follow.]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed this _____ day of _____, 202__.

LICENSEE:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

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COUNTY OF _____ §

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This instrument was acknowledged before me on this the _____ day of the month of _____, 202__, by _____ (Name), _____ (Title) of _____, on behalf of said entity, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of and on behalf of said entity and in the capacity and for the purposes and consideration therein expressed.

Signature

Printed Name

Notary Public, State of _____

After executing, please return to:

Planning and Development Services
301 West Bagdad Avenue, Suite 210
Round Rock, TX 78664

LICENSOR:

City of Round Rock, Texas

By: _____
Brooks Bennett, City Manager

Date: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this _____ day of _____, 2025,
by Brooks Bennett, City Manager of the City of Round Rock, in the capacity and for the purposes
and consideration therein indicated.

Signature

Printed Name

Notary Public, State of Texas