



DESIGN COMMISSION
MONDAY, APRIL 22, 2013 6:00 PM
AUSTIN CITY HALL, BOARDS AND COMMISSIONS ROOM 1101
301 W. SECOND STREET, AUSTIN, TEXAS 78701

Current Commission Members

_____ James Shieh (JS) – Chair
_____ Dean Almy (DA) – Vice Chair
_____ Evan Taniguchi (ET) – Secretary

_____ Juan E. Cotera (JC)
_____ Jeannie Wiginton (JW)
_____ Bart Whatley (BW)
_____ Hope Hasbrouck (HH)

_____ Jim Robertson (COA – PDRD)

AGENDA

Please note: Posted times are for time-keeping purposes only. The Commission may take any item(s) out of order and no express guarantee is given that any item(s) will be taken in order or at the time posted.

	Approx time
CALL TO ORDER AND ROLL CALL	6:00 PM
1. CITIZEN COMMUNICATION: GENERAL The first five speakers signed up prior to the meeting being called to order will each be allowed a three-minute allotment to address their concerns regarding items not posted on the agenda.	6:00 PM
2. APPROVAL OF MINUTES (Discussion and Possible Action) a. Discussion and possible action on the March 25, 2013 Design Commission meeting minutes.	6:15 PM
3. NEW BUSINESS (Discussion and Possible Action): a. Briefing on regarding pilot program for street patios in the Downtown Austin area. (Gregory Pepper, Austin Transportation Department).	6:20 PM
4. OLD BUSINESS (Discussion and Possible Action) a. Discussion and possible action on Design Guidelines for infrastructure projects as directed by City Council Resolution No.: 20120816-060.	6:50 PM
5. COMMITTEE AND LIAISON REPORTS (Discussion and Possible Action) a. Standing Committees Reports; b. Working Group Reports; c. Liaison Reports;	7:15 PM

d. Appointment of Committee/Working Group members by Chair.	
6. STAFF BRIEFINGS: None	7:20 PM
7. FUTURE AGENDA ITEMS	7:20 PM
8. ANNOUNCEMENTS <ul style="list-style-type: none"> a. Chair Announcements; b. Items from Commission Members; and c. Items from City Staff. 	7:25 PM
ADJOURNMENT	7:30 PM

The City of Austin is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Meeting locations are planned with wheelchair access. If requiring Sign Language Interpreters or alternative formats, please give notice at least 3 days before the meeting date. Please contact Annie Pennie in the Planning and Development Review Department, at annie.pennie@austintexas.gov or (512) 974-1403, for additional information. TTY users route through Relay Texas at 711.

Design Commission Committees, Working Groups, and Liaisons

Committees

1. Bylaws/Policies & Procedures Committee: Wiginton (Chair), Cotera, Whatley
2. Executive Committee: Shieh (Chair), Almy, Taniguchi

Working Groups

1. Project Review Working Group: Refer to rotating list
2. Comprehensive Plan Working Group: Taniguchi (Chair), Whatley, Hasbrouck
3. Non-Urban Project Review Working Group: Shieh (Chair), Whatley, Taniguchi
4. Urban Design Guidelines Working Group: Cotera (Chair), Shieh, Almy
5. Urban Open Space Working Group: Whatley (Chair), Hasbrouck, Wiginton
6. Nomination Working Group: Cotera (Chair), Shieh, Wiginton
7. Education and Outreach Working Group: Hasbrouck (Chair), Cotera, Wiginton

Design Commission Liaisons

1. Affordable Housing Liaison: Wiginton
2. Downtown Comm. Liaison / Downtown Austin Plan: Whatley
3. TOD Liaison: Shieh
4. East Riverside Master Plan: Shieh
5. Airport Boulevard Redevelopment Initiative: Whatley
6. South Shore Waterfront SDAT: Almy
7. Imagine Austin Comprehensive Plan: Taniguchi
8. Downtown Wayfinding: Taniguchi

Design Commission Staff Liaison:

Jorge E. Rousselin, Development Services Process Coordinator
Urban Design, Planning and Development Review Department
City of Austin, One Texas Center, 505 Barton Springs Rd., Austin, TX 78704
Phone: (512) 974-2975 ■ Fax: (512) 974-2269 ■ E-mail: jorge.rousselin@austintexas.gov

The Urban Design Guidelines for Austin can be accessed at the following location:

www.ci.austin.tx.us/downtown/downloads/urban_design_guidelines_for_austin.pdf

Design Commission backup may be accessed at the following location:

ftp://ftp.ci.austin.tx.us/GIS-Data/planning/Design_Commission/



**DESIGN COMMISSION
MONDAY, MARCH 25, 2013 5:45 PM
AUSTIN HISTORY CENTER,
810 GUADALUPE STREET, AUSTIN, TEXAS 78768**

Current Commission Members

 P James Shieh (JS) – Chair
 A Dean Almy (DA) – Vice Chair
 P Evan Taniguchi (ET) – Secretary

 A Juan E. Coteria (JC)
 P Jeannie Wiginton (JW)
 P Bart Whatley (BW)
 EA Hope Hasbrouck (HH)

 P Jorge E. Rousselin (COA – PDRD)
Staff Liaison

EA=Excused absence

Meeting Minutes

Call to order by: Chair J. Shieh at 5:49 PM.

Roll Call: D. Almy, J. Coteria, H. Hasbrouck not present. H. Hasbrouck – Excused absence

1. CITIZEN COMMUNICATION: None

2. APPROVAL OF MINUTES (Discussion and Possible Action)

a. Discussion and possible action on the February 25, 2013 Design Commission meeting minutes.

The motion to approve the minutes as drafted made by J. Wiginton; Second by E. Taniguchi was approved on a vote of [4-0]. [D. Almy; J. Coteria; H. Hasbrouck not present]

[D. Almy arrived at 5:54 pm]

3. NEW BUSINESS (Discussion and Possible Action)

a. Briefing on Waller Creek (Stephanie McDonald, Waller Creek Conservancy).

Ms. Stephanie McDonald gave a presentation/briefing on Waller Creek discussing next steps for the project. A financing and preliminary plan presentation will follow later.

No action by Commission

4. OLD BUSINESS (Discussion and Possible Action)

- a. Discussion and possible action on Design Guidelines for infrastructure projects as directed by City Council Resolution No: 20120816-060.

Discussion on framework for draft guidelines by Chair Shieh based on discussions by the non-urban project review working group.

No action by Commission.

- b. Discussion and possible action on Design Commission's Annual Report.

The motion to remove this item from the agenda.

- c. Discussion and possible action on modifying start time for Design Commission meetings.

The motion to start at 6pm for all future Design Commission meetings made by J. Shieh; Second by B. Whatley was approved on a vote of [5-0]. [H. Hasbrouck; J. Cotera not present]

5. COMMITTEE AND WORKING GROUP REPORTS (Discussion and Possible Action)

- a. Standing Committees Reports: **None**

- b. Working Group Reports: **None**

- c. Liaison Reports:

Commissioner Almy reported on scenarios for restructuring of South Shore Central. May 13th public presentation on Sustainability Tool.

- **Downtown Commission presentation on WC**
- **ACC rezoning request**

- d. Appointment of Committee/Working Group members by Chair: **None**

6. STAFF BRIEFINGS

None

7. FUTURE AGENDA ITEMS

8. ANNOUNCEMENTS

- a. Chair Announcements: **Assist J. Wiginton on public input for infrastructure**
- b. Items from Commission Members: **None**
- c. Items from City Staff: **None**

ADJOURNMENT by consensus at: 8:12 PM

DRAFT

AUSTIN MOBILITY

STREET PATIOS

CREATED FOR COMMISSIONS



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The Pilot

On March 22nd, 2012, Council initiated a pilot program located at 609 Congress Avenue (Royal Blue Grocery).(20120322-066)

- Intended to allow both the city and the public to observe and collect data, in order to determine the feasibility of a more permanent program.
 - Because this is the first of its kind in Austin, the pilot installation would allow for citizen and downtown stakeholder feedback.
 - Safety is paramount.
-

Examples



Figure 37. Terrasse, Montréal, Quebec.
Credit: Alain Quevillon



Figure 43. Parallel Park, Vancouver, BC.
Credit: VIVA Vancouver



Figure 38. Pop-Up Café, Fika, New York City, NY.
Credit: Sam Smith



Examples

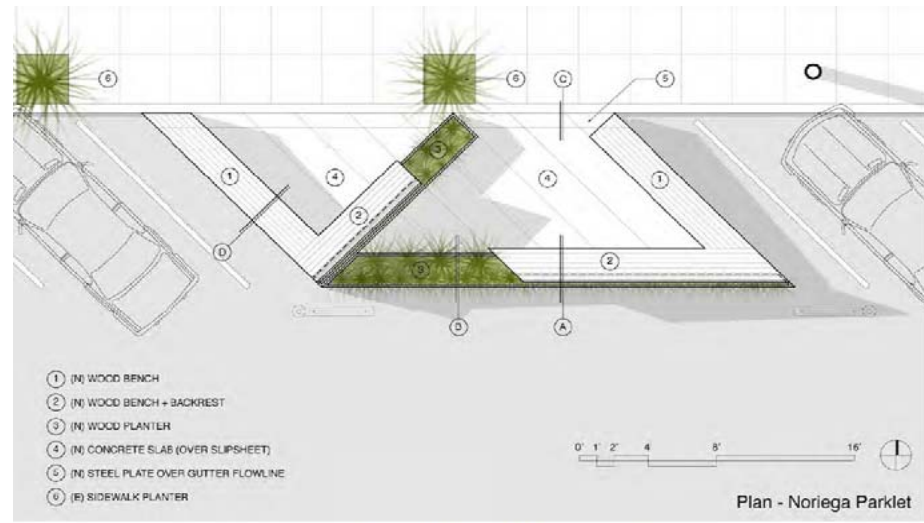


Figure 56. Plan view of Noriega parklet, San Francisco, CA.
 Credit: Matarozzi Pelsigner Builders



Figure 119. Rendering of "active recreation parklet," Los Angeles, CA.
Credit: Veena Samartha



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Initiation

Royal Blue Grocery volunteered to participate in the study, at their own cost.

George Scariano of Royal Blue Grocery stated the contribution was in the “tens of thousands”.

Cost included:

- Material
- Labor
- Engineering
- Loss of Parking



Observation Started - 11/17/2012

Royal Blue Grocery spent months working with engineering professionals to present a concept that was:

- Compliant with the Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS)
- Safe
- Aesthetically pleasing
- Easy to maintain





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Peer City Review

Application & Approval Process	PORTLAND, OREGON	ASHLAND, OREGON	LOUISVILLE, COLORADO	NEW YORK, NEW YORK	SAN FRANCISCO, CALIFORNIA
a. Notification Requirements	Called on 11/28/12 Gabe Grass (503) 823-5291 Sara (503) 823-0805	Sidewalks Only. Spoke To Brenda @ (541) 488-5587	Planning Department Gavin (303) 335-4594	Sidewalks only. Called (212) 487-4104 & 4123	Nick (415) 554-5810
b. Application Fee	None		No Fee		\$225
					11 x 17 Notice Posted In Front Window For 10-days.
Agreement Type	PORTLAND	ASHLAND	LOUISVILLE	NEW YORK	SAN FRANCISCO
a. Length of Lease	Just Started Program (3) Locations		Memorial Day to Labor Day		1 Year
b. Conditions for Termination	N/A		Sending Agreement		Set Of Guidelines
c. Maintenance Plan	N/A				
d. Rental Fees/ Loss of revenue versus benefit.	\$459/ Lost Meter Revenue		No Fee		\$5 Per 25 LF, Per day
Location Considerations	PORTLAND	ASHLAND	LOUISVILLE	NEW YORK	SAN FRANCISCO
a. Utility Kiosk Access	Depends Site Specific Issues		Design was specific		Standard Clause, No Disruption of Utilities.
b. Traffic Configuration and Safety	Type II Object Marker		No Measures Taken		Non-Slip Surfaces
c. Other ROW Uses in the area	Loading Zones, Bike Corrals		Reconcile With Other ROW Uses		Reconcile With Other ROW Uses
d. Maximum Number of Spaces	None		Site Specific		2 Spaces
Design Standards	PORTLAND	ASHLAND	LOUISVILLE	NEW YORK	SAN FRANCISCO
a. Professional Plan Submittal	None		Yes, but not by engineer		None
b. Fire Safety of Design and Materials	None		Yes		None
c. Standard Design Elements	Weatherized Components		None		Use Your Imagination
Program Leasons	PORTLAND	ASHLAND	LOUISVILLE	NEW YORK	SAN FRANCISCO
	Capping Number of Installations		Public Outreach For Adjacent Property Owners		Public Outreach For Adjacent Property Owners
			Curb Height equal to Patio Height/ ADA Accessible		ADA Accessibility





Proposed Street Patio Program

On March 22nd, 2012, Council directed staff to research programs in peer cities, to develop recommendations for a program that would allow businesses to lease adjacent parking spaces for retail uses.(20120322-067)

- Application Process
- Length of Lease
- Terms and Conditions
- Maintenance Plan
- Fees – Considering Revenue Replacement vs. Pedestrian Experience
- Business Notifications
- Parameters for Parking Space Candidates
 - Utilities in the area
 - Traffic Configuration
 - Other ROW uses
 - Maximum Number of Spaces Leased
- Design Standards
 - Professional Certification
 - Fire Safety of Design and Material
 - Accessibility



Application Process

- Completed Right of Way Street Patio Application with fee (\$425).
- Provide a sketch or preamble prepared by a professional surveyor.
- Proof of property ownership (*Warranty Deed or Deed of Trust*)
- Completed Resolution (*Resolution of Corporate Authority or Corporate Authority for General Partnership or Corporate Authority for a Limited Liability Company*)
or
- Recorded copy of the Assumed Name Records Certificate of Ownership for Unincorporated Business or Profession.
- Completed Adjacent Property Notification Form
- Provide General Commercial Liability
- Provide a conceptual drawing of the proposed Street Patio, drawn to scale, showing the full area of the café encroachment. Show all proposed furnishings and related appurtenances in relation to the existing conditions and amenities to include: building face, trees, light poles, sidewalk furnishings, parking meters, etc..
- Completion of review by applicable City Departments and Private Utility Providers.





Length of Lease

Typical right of way leases are for one year.

- License Agreements
- Vending
- Valet





Terms and Conditions

Staff has developed a “lease agreement” that generally addresses the following:

Purpose and Conduct

- Encroachment may not extend outside leased area.
- Maintain ADA and TAS Standards.
- Litter and recycle containers must be provided.
- Hours of operation must align with business hours.
- No sound amplification.
- No signs or banners placed.
- No utility connections.
- No hazardous materials.
- Immediate trash removal.

Conditions

- Must pay for repair or relocation of existing facilities.
- Successor-in-interest to the licensed or adjoining property must notify about the existence of the agreement.

Removal or Modification of Improvements

- Licensee must pay all costs incurred if the city requires it.

Maintenance Plan

- Must maintain area free of debris, in a timely fashion.

Right of Entry

- The city maintains the right to enter the premises to inspect, improve, maintain, etc.

Compliance

- If licensee fails to comply, the city may terminate agreement.

Assignment

- The agreement cannot assign or transfer its interest in the agreement.





Fees

There are different ways to determine how to charge for the use of right of way. The following examples presume the conversion of two parking spaces downtown.

Land Value – Not Metered Area

- Multiply the square footage of the encroachment times 10% of the land valuation, per square foot.
- The average square footage cost downtown is approximately \$250 per sq. ft.
 - Parking spaces are approximately 22ft x 8ft= 176 sq. ft. x 2(spaces) = 352 sq. ft.
 - 352 sq. ft. x \$250 per sq. ft. = \$88,000
 - Multiply \$88,000 x .10 = \$8,800

Loss of Meter Revenue – Metered Parking Space

- On average, a meter is operational 74 hours per week.
- 52 weeks x 74 hours = 3,848 hours
- At \$1 per hour of service, the annual, unrealized revenue on two metered spaces removed from service would be approximately \$7,696.



Business Notification

As part of the process, the city will require the business to send an Adjacent Property Notification Form, providing an opportunity for feedback.



Austin Transportation Department

505 Barton Springs Road, Suite 850, Austin, TX 78704
(512) 974-1495, Fax (512) 974-5617

ADJACENT PROPERTY NOTIFICATION FORM

The City of Austin has received an application for an ☐ Initial ☐ Renewal Agreement/ Authorization to use the public right-of-way adjacent to your business. The request is for the activity checked below, within the area shown on the attached **exhibit**.

☐ Sidewalk Café ☐ Street Patio ☐ Vending ☐ Sidewalk Café

Please note that the improvements will remain in place until the agreement has been terminated.

If there are specific concerns, hazards and/ or activities that would violate City ordinance or cause undue hardship, please provide written comment on this form and return it to our office no later than 10 business days after receipt of this notification.

PROPERTY OWNER/ TENANT

Please fill this section out completely, as this information will be considered by the City of Austin to determine whether or not the use indicated above will be approved or denied. If you check, "No, I disapprove", please take the time to provide additional information in the comments section below.

☐ Yes, I approve ☐ No, I disapprove

(Print Name and Title)

(Signature)

(Print Address)

(Phone Number)

COMMENTS



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Candidates for Street Patios

At this time, the city will entertain the lease of most parking spaces or other paved areas of right of way, provided that adjacent land leasers or owners have had an opportunity for input on the request. The following issues could negatively affect a Street Patio Request:

- The encroachment negatively impacts traffic.
- Poses a danger or is deemed dangerous.
- Loss of meter revenue.
- Loss of ADA accessible spaces.
- Interferes with other right of way users such as:
 - Utility companies
 - Vendors
 - Other licensed areas



Design Standards

After meeting internally with Planning Development and Review Department staff, we've decided to not mandate typical aesthetics for Street Patios. We are however proposing the following:

- Coordinate with the Fire Department to determine if materials proposed are classified as flammable or hazardous.
- Allow Austin do what it does best and be original and unique.



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RIGHT OF WAY CAFÉ APPLICATION

TYPE OF SERVICE REQUESTED

☐ SIDEWALK CAFE

☐ STREETSPACE PATIO

LICENSED ITEMS

☐ CHAIRS # of _____

☐ PLANTERS # of _____

☐ DECKING # of _____

☐ TABLES # of _____

☐ STANCHIONS # of _____

☐ BENCHES # of _____

☐ RAILING # of _____

☐ UMBRELLA(S) # of _____

☐ OTHER - Shown on Exhibit _____

APPLICANT INFORMATION

Applicant Name:

Address:

City:

State:

ZIP Code:

Phone:

E-mail:

Fax:

Business Name:

PROPERTY DESCRIPTION OF AREA TO BE LICENSED

Parcel Number:

Survey & Abstract Number:

Lot(s)

Block:

Outlot:

Subdivision Name:

Plat Book:

Page Number:

Document Number:

County/ Records:

County

Deed

Real Property

Official Public

LIQUOR INFORMATION

Liquor Sales: ☐ Yes ☐ No

If yes, \$1,000,000 Liquor Legal Insurance is required. Applicant shall comply with all requirements of the Texas Alcoholic Beverage

Commission. Provide the name of the license holder and the license number of the T.A.B.C. Food & Beverage permit.

License Holder Name:

Permit Number:

HISTORIC DESIGNATION

Historical Designation?

☐ Yes ☐ No

Historic Zoning?

☐ Yes ☐ No

Property In Historic Zoning District?

☐ Yes ☐ No

LANDOWNER INFORMATION

Name:

Address:

City:

State:

ZIP Code:

(If multiple owners are filing jointly – complete names and addresses must be attached for each)

LICENSEE INFORMATION/ TENANT (if other than Landowner)

Name:

Address:

City:

State:

ZIP Code:

Phone:

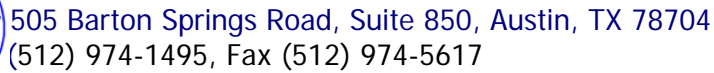
E-mail:

Fax:

The undersigned Applicant/ Landowner/ Tenant understands that processing of this application will be handled in accordance with the applicable City ordinance and the procedure for requesting license agreement; and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to license the subject area. I/ We further understand that a certified cashier's check must be present before the request will be recommended for approval.

Applicant

Landowner



COMMENTS



Austin Transportation Department

505 Barton Springs Road, Suite 850, Austin, TX 78704
(512) 974-1495, Fax (512) 974-5617

PREPARATION

Prior to starting the application process, please read and familiarize yourself with all of the associated application forms/ materials in their entirety. If you have any questions before application submittal, please call (512) 974-1150 to be directed to a permitting staff member.

APPLICATION PROCESS

- ☐ Completed Right of Way Café Application with \$425 non-refundable processing fee (*Payable to the City of Austin*)
- ☐ Provide a certified preamble, accompanied by a sketch prepared by a surveyor currently registered with the State of Texas.
- ☐ Proof of property ownership (*Warranty Deed or Deed of Trust*)
- ☐ Completed Resolution (*Resolution of Corporate Authority or Corporate Authority for General Partnership or Corporate Authority for a Limited Liability Company*)
or
- ☐ Recorded copy of the Assumed Name Records Certificate of Ownership for Unincorporated Business or Profession.
- ☐ Completed Adjacent Property Notification Form.
- ☐ Provide General Commercial Liability in the amount of \$500,000 or \$1,000,000 for liquor liability, naming the City of Austin as an additional insured.
- ☐ Provide a conceptual drawing of the proposed café, drawn to scale, showing the full area of the café encroachment. Show all proposed furnishings and related appurtenances in relation to the existing conditions and amenities to include: building face, trees, light poles, sidewalk furnishings, parking meters, etc...
- ☐ Completion of review by applicable City Departments and Private Utility Providers.

CAFÉ REQUIREMENTS

- ☐ Right of Way Cafés must comply with the most current requirements under the American's with Disabilities Act.
- ☐ Right of Way Cafés, from outside the encroachment area, must maintain a minimum of 6 ft pedestrian clear zone. Additional area may be required based on the level of pedestrian activity and width of the sidewalk.
- ☐ No more than 10 tables allowed under this type of agreement.
- ☐ No furnishings shall interfere with ingress and egress of doorways.
- ☐ Unless used to establish café boundaries in conjunction with a TABC Permit, no fences, walls, partitions, planters, balustrade, barriers, signs or other objects are allowed.
- ☐ Right of way cafes along corridors having a Historical Designation requires approval from the Historical Landmark Commission. (*Areas included are along 6th Street from IH 35 to Lavaca Street, Trinity Street from 6th to 7th Street or 5th Street from Neches to Red River.*)
or
- ☐ Right of way cafes along the following corridors requires approval from the Walk of Stars Association and Historical Society. (*Areas included are along 6th Street from IH 35 to Congress Avenue, Trinity Street from Cesar Chavez Street to 6th Street.*)

PROCESSING

- ☐ After approval from the City, staff will prepare the Agreement, which must be signed by the landowner and tenant. Requests for renewal must be submitted no more than 60 days or less than fifteen days prior to expiration.
- ☐ Applicant will return the signed agreement with a cashier's check made out to the City of Austin based on the adjacent land value per square foot, multiplied by the square footage of the encroachment multiplied by 10%, paid annually. Annual fees may be paid up to five years in advance.



Austin Transportation Department

505 Barton Springs Road, Suite 850
Austin, TX 78704
(512) 974-1495, Fax (512) 974-5617

April 9, 2012

Attention: Property Owner / Manager
XXXX Guadalupe Street
Austin, Texas 78701

RE: **XXXX** Guadalupe Street

Dear Property Owner / Manager:

The City of Austin has received an application for a Street Patio License Agreement on the public right-of-way adjacent to the property you own or occupy at **XXXX** Guadalupe Street. The business is requesting to create a street patio within the parking spaces abutting their property, as shown in the attached **exhibit**. Please note that when they are in compliance with the City's **Café/ Patio** Ordinance and Guidelines, the improvements will remain in the parking spaces until the agreement has been terminated.

We investigate each application as submitted for compliance with the ordinance and guidelines. If there are specific concerns, hazards and/ or activities that would violate City ordinance, please provide written comment to our office no later than 10 business days after receipt of this notification. If we can provide you any additional information, please feel free to contact me at the number listed below.

Sincerely,

Joe Permit Staff
Eng. Tech. C
Right of Way Management Division
Austin Transportation Department
joe.permitstaff@austintexas.gov
(512) 974-1150

STREETSPACE LICENSE AGREEMENT
THE STATE OF TEXAS X

F# LA 545-1207

TABC Permit No. BG754442

COUNTY OF TRAVIS X KNOW ALL MEN BY THESE PRESENT:
 X

The City of Austin, a home-rule municipal corporation located in Hays, Travis and Williamson Counties, State of Texas, (“City”) acting through its duly authorized agent the City Manager or designee, who for purposes of this Agreement is the Director of Transportation Department, City of Austin, (“Licensor”), and Congress Avenue Grocery, LLC, a Texas limited liability company, (“Licensee”), enter into this License Agreement (“Agreement”) effective upon final signature under the terms and conditions set forth below.

WHEREAS, Licensee desires to obtain a revocable and non-exclusive License from the City to use and occupy a portion of Congress Avenue, to permit a Pilot Program encroachment, referred to as a “Streetscape Patio”, for the purpose of using on-street parking spaces for the service of food and beverages.

WHEREAS, the City is willing to grant Licensee a revocable License Agreement (“Agreement”) for such purpose, under the terms and conditions of this Agreement.

NOW, THEREFORE, the City and Licensee agree as follows:

- 1. Premises.** The City grants Licensee the right to use 352 square feet of the “Right-of-Way”, as shown on the attached and incorporated **Exhibit A** (“Sketch”), at (“Licensed Property” or “Premises”) located at 609 Congress Avenue, Austin Texas, 78701.

The City makes this grant solely to the extent of its right, title and interest in the Licensed Property, without any express or implied warranties.

2. **Terms of Payment.** Licensee agrees to pay the application fee of \$100 and an annual fee of \$200 payable to the City immediately upon the execution of this Agreement.
3. **Term.** This License Agreement shall expire one (1) year from the date of its execution.
4. **Purpose and Conduct of Use:** The Premises may be occupied and used by Licensee during the term of this Agreement for the sole purpose of constructing, installing, operating, maintaining and repairing a temporary streetscape patio for food and beverage service, consisting of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit “A”, attached hereto and incorporated herein by reference. Except as specifically allowed by this agreement, Licensee shall not place, build, expand or add to any structure or other items on the Premises. In its use and occupancy of the Premises, Licensee shall strictly comply with the following requirements:

- a. Furnishings shall not extend or overhang outside of the licensed area, constitute a danger to the health or safety of a patron or the public violate any other ordinance that governs the use of public right of way, or interfere with or obstruct the public right of way.
- b. The licensed encroachment must maintain accessibility in accordance with the American with Disabilities Act (ADA) and Texas Accessibility Standards (TAS).
- c. A litter and recycle containers shall be provided, and the area shall be cleaned of all litter, refuse, and spills after each day's operation by the Licensee and at the Licensee's expense.
- d. Hours of operation shall be in conjunction with establishment business hours, Sunday through Saturday.
- e. No equipment for sound amplification shall be permitted on the patio area.
- f. Licensee shall not place or permit any signs or banners on the Premises.
- g. No utility connections shall be installed on the Premises.
- h. Licensee shall not place or permit any hazardous materials in or about the Premises.
- i. Licensee shall at its sole expense promptly remove from the Premises and any adjacent areas all trash generated by its operation of the patio facility.

5. Patio Improvements. Licensee shall have the right to install on the Premises patio improvements consisting of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit "A", attached hereto and incorporated herein by reference. Except as specifically allowed by this agreement, Licensee shall not place, build, expand or add to any structure or other items on the Premises. Licensee shall be responsible at its sole expense for the construction, installation, operation, maintenance, repair and removal of any improvements to the Premises. Licensee acknowledges that the area covered by this license constitutes a portion of a public right-of-way and agrees that use herein permitted shall be done in compliance with all codes, ordinances and regulations.

6. Conditions.

- a. **Repair or Relocate Existing Facilities.** Licensee must pay all costs required to repair damage to or relocate existing Facilities, which are damaged or destroyed or need to be relocated as a result of activities under this Agreement by, or on behalf of, Licensee.
- b. **Covenant on Adjacent Land.** This Agreement, until its expiration or revocation, runs as a covenant on the land adjoining the Licensed Property; therefore, the conditions set forth herein inure to and bind each party's successors and assigns. Licensee, and its assigns, if any, must notify any immediate successors-in-interest to the Licensed Property or adjoining property about the existence of this Agreement.

- c. **Remove or Modify Improvements.** Licensee agrees to pay all costs required to remove or modify any Improvements now existing or to be replaced if the Licensors determines that the Improvements need to be removed or modified. If Licensee voluntarily removes all Improvements, Licensee must provide at least 30 days written notice to the adjoining landowners that are burdened by the Covenant. At the termination of this Agreement Licensee, at its sole expense, will remove all improvements made to the Premises and restore the public right of way to its original condition.
- d. **Maintenance.** Licensee shall maintain the Licensed Property by keeping the area free of debris and litter on an ongoing basis. Further, Licensee must timely and properly maintain all Improvements. After any installation or repair of utilities, traffic control devices, or streetlights is complete, Licensee must repair or replace any damaged Improvements such that pedestrian safety and accessibility within the Right-of-Way is reestablished within 48 hours. Licensee also agrees that upon termination of this agreement, that Licensee will remove all fixtures from the public right of way and return it to its previous condition at Licensee's own expense. Licensee further agrees that this license shall not be transferable.

- 7. **Right of Entry.** Notwithstanding any other provision of this agreement to the contrary, the City shall at all times have the right to enter the Premises to inspect, improve, maintain, alter or utilize the Premises in any manner authorized to the City. If such entry requires disturbance of any items placed upon the Premises under this Agreement, the City shall not be required to repair or replace any such disturbance. In the Exercise of its rights pursuant to this Agreement, Licensee shall avoid any damage or interference with any City installations, structures, utilities or improvements on, under, or adjacent to the Premises.
- 8. **Compliance.** If Licensee fails to comply with its obligation under this Agreement, the City may at its sole discretion terminate this Agreement as provided herein or take measures as it determines necessary to bring the Premises into compliance with the terms hereof, and the cost of any such measures shall be paid by Licensee.
- 9. **Insurance.** Licensee shall hold harmless the Licensors and its officials, agents, and employees against any expense or liability for personal injury, death, or damage to any property wherever situated, arising from Licensee's use of any portion of the above described right-of-way. Licensee shall procure, prior to use of any portion of the right-of-way under this License Agreement, and maintain throughout the term of this Agreement, (a) Commercial General Liability Insurance with a combined single limit of not less than \$500,000 and (b) \$1,000,000 insurance, so long as Licensee serves alcohol at its business, for each occurrence for bodily injury and property to include a \$500,000 aggregate for products/completed operations coverage. Such insurance shall be issued by an insurer acceptable to Licensors. A certificate of insurance shall be delivered to the Director of the Austin Transportation Department before right-of-way space is occupied

under the terms of this License Agreement, and thereafter as required under this agreement. Licensee shall be responsible for deductibles stated in the policies. All deductibles shall be disclosed on the required certificate of insurance. Actual losses not covered by insurance as required by this License Agreement shall be paid by Licensee.

Licensee shall obtain an endorsement to each affected policy:

- a. Naming the City of Austin, P.O. Box 1088, Austin, Texas 78767 as an Additional Insured.
- b. Obligating the insurance company to notify the Director of the Austin Transportation Department of the City of Austin, P.O. Box 1088, Austin, Texas 78767 of any non-renewal, cancellation, or material changes in coverage.
- c. Providing that the “other” insurance clause shall not apply to Licensor where the City of Austin is an additional insured showed on the policy. It is intended that policies required in this agreement, covering both Licensor and Licensee, shall be considered primary coverage as applicable.

The Licensor reserves the right to review insurance requirements of this section during the term of this Agreement and to make reasonable adjustments to insurance coverages and their limits when deemed necessary and prudent by the Licensor based upon changes in statutory law, court decisions, the claims history of the industry or the Licensee, or some other reasonable basis.

The Licensor shall be entitled, upon request and without expense, to review certified copies of policies, guidelines, and all endorsements thereto and to make any reasonable requests for deletion or revision or modification of particular policy terms, guideline terms, conditions, limitations or exclusions, except where policy or guideline provisions are established by law or regulation binding upon either the parties hereto or the underwriter of any such policies.

Licensee must ensure that the Director of Transportation Department receives written notice of any cancellation, non-renewal, reduction, restriction or other limitation of the insurance policy. This notice is required to be provided 30 days before any of the above actions are taken on the insurance policy. A substitute certificate of insurance evidencing equivalent substitute insurance must be received by the Director of Transportation Department prior to the date shown on the notice. All certificates must affirmatively show that the City of Austin is named as an additional insured.

10. Termination by City. Subject to prior written notification to Licensee or its successor-in-interest, this Agreement is revocable by the Licensor if:

1. The Improvements, or a portion of them, interfere with the City’s rights in the right-of-way;
2. Use of the right-of-way area becomes necessary for a public purpose;
3. The Improvements, or a portion of them, constitute a danger to the public, which the Licensor deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite 30 days written notice to Licensee, maintenance or alteration to the Improvements necessary to alleviate a danger to the public has not been made;

5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to timely payment of the annual fee.
6. Licensee's failure to provide Certificates of Insurance to the Licensor.
7. Licensee's failure to properly and timely maintain the Improvements as set out in this Agreement.

11. Assignment. Licensee shall not assign, sublet or transfer its interest in this Agreement under any circumstances.

12. Notice. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand delivered or on the third day after deposit if sent certified mail. Notice must be sent as follows:

This license shall take effect upon the acceptance and satisfaction of the terms hereof by the named applicants for this license, as indicated by his/her signature hereon, and the filing of the same in the office of the City Manager of the City of Austin.

LICENSEE:

Congress Avenue Grocery, LLC, a Texas
limited liability company

By: West End Grocery, LLC, a Texas
limited liability company, its General
Partner

SIGNATURE OF APPLICANT

Name: _____

Title: _____

THE PERSON KNOWN TO ME TO BE THE ABOVE SIGNED APPLICANT IS DULY
SWORN BY ME AND STATES UNDER OATH THAT HE/SHE HAS READ THIS
APPLICATION AND THAT ALL FACTS THEREIN SET FORTH ARE TRUE AND
CORRECT.

SWORN TO BEFORE ME, THIS ____ DAY OF _____, 20__

NOTARY PUBLIC-STATE OF TEXAS



MEMORANDUM

TO: Mayor and City Council Members

FROM: George Adams, Assistant Director
Planning and Development Review Department

CC: Marc Ott, City Manager
Sue Edwards, Assistant City Manager
Greg, Guernsey, Director, Planning and Development Review Department
Jim Robertson, Manager, Urban Design
Jorge Rousselin, Planning and Development Review Department

DATE: November 14, 2012

RE: Resolution No. 20120816-060 – Infrastructure Design Guidelines (CIUR 819)

Attached please find a detailed work plan crafted by the Design Commission in response to Resolution 20120816-060 which directed the City Manager and the Design Commission to develop Infrastructure Design Guidelines.

The Design Commission has coordinated with various city departments including Austin Energy, Austin Water Utility, Public Works, Parks and Recreation, Watershed Protection, and Planning and Development Review to develop the attached work plan. The Commission will commence execution of the Plan and development of the guidelines the first week of December 2012.

Please contact me at 974-2146 or Jorge Rousselin, the Design Commission Liaison, at 974-2975 if you have comments, questions, or concerns.



JAMES SHIEH
CHAIR

DEAN ALMY
VICE CHAIR

EVAN TANIGUCHI
SECRETARY

JUAN COTERA

HOPE HASBROUCK

BART WHATLEY

JEANNIE WIGINTON

GEORGE ADAMS
EXECUTIVE LIAISON

JORGE E. ROUSSELIN
STAFF LIAISON

Austin Design Commission

November 9, 2012

Dear Mayor Leffingwell, Mayor Pro-Tem Cole and City Council Members,

In response to City Council Resolution 20120816-060, in which you have directed the Design Commission (DC) to develop Infrastructure Design Guidelines, we the DC propose the following Workplan that describes our mission and the approach/process we will take, along with a tentative timeline.

OUR MISSION:

Infrastructure Design Guidelines (IDG) will provide the necessary framework for all future, applicable infrastructure projects with the goal of enhancing Austin's quality of life. The IDG will focus on projects that have a significant impact on the public realm and will build on values expressed in the Urban Design Guidelines and Imagine Austin Comprehensive Plan. Design excellence in infrastructure contributes to sustainable growth and supports Austin's civic identity.

The Commission has discussed in depth the creation of Infrastructure Design Guidelines and assembled a proposal to address the needs as directed by Council. The key to a successful Guideline is the collaborative participation of all affected City departments working together with the Design Commission and the Urban Design Division of the Planning and Development Review Department. The development of these guidelines will take considerable effort and is anticipated to take two years to complete, similar to the time it took to craft the Urban Design Guidelines which had substantially greater resources. Due to the complexity and duration of time it will take to complete, we will break the process into two phases. The first phase will create an interim plan that addresses the key design principles. This can be used to assess infrastructure projects in the short term. The second phase will be main body of work and require in-depth, detailed discussions.

PHASE 1 : INTERIM INFRASTRUCTURE DESIGN GUIDELINES

The Interim Infrastructure Design Guidelines (IIDG) will be created in the first six months. It is to be a document similar to the monographs that the Design Commission has been producing throughout the years that bring pertinent design principles to the public. It may be used as a general tool by all departments to help shape the affected infrastructure projects that come before them. The creation of this will involve considerable discussions with Staff and the Commission about overriding concepts which govern infrastructure and how it affects the public. To aid in our discussions and planning, we request to have a staff member research the standard practices of pertinent cities that already have a process.

Design Commission Discussions

1. What criteria should be used to decide which projects should be covered by the IDG and to what degree?

2. What are the main design principles that should be used in the development of the project?
3. What aspects of the current Urban Design Guidelines can also govern infrastructure projects?
4. What are some models from other cities?

City Department Discussions

1. What processes are currently being used to design infrastructure?
2. Of the projects that are identified to have an additional design element, what design principles are being used?
3. In preparation for Phase 2, Create an outline describing:
 - a. Current process of site selection;
 - b. Evaluation process, whether the project is to be governed by design guidelines;
 - c. What guidelines are currently being used;
 - d. Legal requirements ;
 - e. Stake holder input process;
 - f. Measurement of success; and
 - g. Challenges to the current process.

Design Commission Composition

1. Working Group creates document outlining general principles:
 - a. Identification of project covered by Design Guidelines and to what degree;
 - b. The design principles to be considered while developing the project; and
 - c. Discussions with the Commission to create final interim document.

PHASE 2 : INFRASTRUCTURE DESIGN GUIDELINES

The second phase is the actual development of the Infrastructure Guidelines which entails our progression into more detailed discussions and work. We anticipate it taking a year and a half to complete. The first six months is spent in discussions with Staff and Commission and then working through process concepts. We should have an outline of the guidelines ready to present at the end of that time period. The next six months will be spent crafting the final document with written and visual aids. At the end of that period, we should have a rough draft of the final documents. We see the final six months spent fine tuning the document through actual use by all parties.

Because this phase will tax existing resources, including that of the Commission and City Staff, we request additional Staff assistance. During Phase 1, department needs should be revealed and specific resources can be requested prior to beginning the second phase. For the Commission, we request additional help with research, interface with Staff departments, note taking, and assembly. We appreciate the great help that our liaison is to our Commission, however the body of work required in conjunction with his current workload may be of a concern. In addition, we request the assistance of the City Architect to assist in the further streamlining of our process. Finally, there are Departments that we would like to include for input, such as the Office of Sustainability. As we progress into the study we may request other Departments as well.

FIRST SIX MONTH PERIOD

Meet with all departments together to discuss overview and process:

1. Review current mandates regarding infrastructure;
2. Review selection process of which projects are considered to come before Design Commission;
3. Review the current purpose of the Design Commission;
4. Review the purpose of the Urban Design Guidelines;
5. Review how designers are using the Urban Design Guidelines;
6. Discuss the creation of Infrastructure Design Guidelines and how it can be used similarly;
7. From the concurrent study during Part 1, presentation of how other cities are handling Infrastructure Design Guidelines; and
8. Document feedback.

Meetings with individual departments and possibly sub-departments

1. Design Commission Working Group begins meeting with departments on average of 2 per 3 week period;
2. Finish up meetings within the first four months;
3. The Design Commission reviews their outline which requested in Phase 1 to get an overall understanding
 - a. Identify gaps that do not support the goals or are inefficient; and
4. Gather feedback.

Design Commission meetings

1. Commission to break up design principles to assign to working groups for development and report to main Commission body;
2. Assign one working group to continue interfacing with Staff and departments, gather information, and update all parties;
3. Assign one working group to assess the applicability of the concepts of the Urban Design Guidelines and the process for interfacing them into the new guidelines; and
4. Commission meets with stakeholders to gauge input process and concerns.

Development of Outline Guidelines by the Commission

1. First section is the Phase 1 document describing:
 - a. Importance;
 - b. Needs to have;
 - c. Goals of having;
 - d. Principles;
2. Use current Urban Design Guidelines to distill out applicable concepts;
3. Breakdown of concepts and how it fits into the different chapters;
4. Chapters
 - a. Main body introduction and reasoning;
 - b. Applicability;
 - c. Site Selection;
 - d. Design Guidelines;
 - e. Stake holder input; and
 - f. Review process.

Update Council on Progress at completion of above - approximately 6 months from start time.

SECOND SIX MONTH PERIOD

1. Design Commission receives input from departments;
2. Design Commission crafts written version of what is outlined;
3. Design Commission creates visual aids. (Final images may come during final 6 month period); and
4. On completion of a rough usable first draft of the final guidelines, the Commission will update Council with the first draft document.

THIRD SIX MONTH PERIOD

Document is tested by actual case scenario:

1. Efficient and streamlines process;
2. Stakeholders feel identified and engaged; and
3. Budgets are considered and savings realized.

Document will be adjusted by input from actual case scenarios during interim period.

The Commission assists City Staff Architect to create tools such as check lists, review requirements, and flow charts in which the Departments can use.

At end of the third 6 month segment, the Commission will update Council with the final document for approval. The Design Commission appreciates your confidence in our expertise and believe that the creation of these Guidelines is prudent, realizing the exponential growth that is currently projected for Austin. Our goal is to develop an efficient, streamlined process that works for City Departments, Staff and related stakeholders. We will strive to improve the quality of life and act as stewards for a sustainable City, one that Austinite's deserve. We look forward to working with y'all in getting this accomplished.

Sincerely,

A handwritten signature in blue ink, appearing to read "James Shieh", with a stylized, flowing script.

James Shieh
Chair, Design Commission

Imagine Austin Comprehensive Plan

infill development - Development of vacant or underutilized land within areas that are already largely developed.

infrastructure - Facilities and services needed to sustain industry, residential, commercial, and all other land-use activities and include water, sewer lines, and other utilities, streets and roads, communications, transmission lines, and public facilities such as fire stations, parks, schools, etc.

job centers – Areas indicated on the Growth Concept Map that can accommodate those businesses not well-suited for residential or environmentally-sensitive areas. For more detailed information on job centers, see the p. 89 of the plan.

land banking - The practice of acquiring land and holding it for future use.

land development code – Set of regulations that govern how land is developed and include zoning regulations, criteria manuals, and subdivision regulations.

land use - The type of activity or development that occupies a parcel of land. Common land uses include residential, retail, industrial, recreation, and institutional.

livability - Refers to the suitability of a place (town, city, or neighborhood) to support a high quality of life that contributes to the health and happiness of its residents.

live/work space - Buildings or spaces within buildings that are used jointly for commercial and residential purposes where the residential use of the space is secondary or accessory to the primary use as a place of work.

local business - Locally-owned independent business, nonprofit, or farm.

local economy - The system of production, distribution and consumption of a community.

master plan - A plan giving comprehensive guidance or instruction. In the context of local government it can relate to services such as solid waste disposal and recycling; elements of infrastructure such as the roadway and bicycle networks; or guidance for the preservation or development of a given geographic area.

metropolitan statistical area (MSA) - A geographic entity defined by the U.S. Office of Management and Budget for use by Federal statistical agencies in collecting, tabulating, and publishing Federal statistics.

mixed-use - The use of a building, set of buildings, or areas for more than one type of land use such as a mix of commercial, civic, office, and residential uses.

multicultural - Of, relating to, reflecting, or adapted to diverse cultures.

multigenerational - Of or relating to several generations.

multilingual – The ability to speak more than one language.

2-25-13

"Public Utilities" to Review

Water / Reclaimed Water Towers - Elevated + Ground
Water Distribution Pump Stations

Wastewater Lift Stations

Water Treatment Plants, Groundwells + Intakes

Wastewater Treatment Plants, Outfalls

Electric Substation

Power Stations

Municipal Bldgs + related site develop-
ment

Parks

Cell Phone towers

Bidewalks

Roads?

Retention Ponds -

Waller Creek Tunnel Inlets + Outfall

Bridges

To Not Review:

Underground pipelines

J. W. Warden