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## **The Book on License Agreements in the City of Austin**

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## 1. Introduction

A License Agreement is a legal document between two parties - a property owner and the City of Austin, and is required for any improvements located within public ROW or easements that will be privately maintained. These items could include, but are not limited to streetscape landscaping, irrigation lines, benches, retaining walls, lights, mailboxes, building awnings, private utility lines, and non-standard sidewalks (such as brick pavers), etc.

Typically, a license agreement is necessary as a result of a project needing to comply with the streetscape requirements outlined in Subchapter E (Commercial Design Standards), the University Neighborhood Overlay (UNO) district, the downtown Great Streets program, a restrictive covenant associated with a zoning ordinance, or other requirements. Other times it is required due to pure engineering constraints, such as the need for a retaining wall within the right-of-way or a wall footing extending into an easement.

### 1.1 What is a License Agreement?

The term “License Agreement” refers to a legal agreement between a private property owner and, for the purposes of this paper, the City of Austin. Essentially, the agreement states that City of Austin is giving the private property owner a license to install improvements, which he/she will continuously maintain, within public property. The review process for a proposed license agreement is implemented by the City, with input and approvals being required by every utility provider in the City, often more than twenty public and private utility and City entities.

The approved license agreement results in a legal document that will be recorded at the office of the County Clerk (Travis, Williamson, Bastrop, or Hays County) following approval by all of the applicable utility providers and City departments.

One of the main purposes of the license agreement is to ensure that the private property owner, or his successors, understands and is legally responsible for the perpetual maintenance of any non-standard improvements that they cause to be installed as part of their development project.

## 1.2 What can be licensed?

Any improvements located within public ROW or public easements that will be privately maintained is [should be] required to be licensed. Within the City of Austin, it is typical that any improvements within the right of way, which do not appear in a standard City construction detail, are subject to licensure.

For example, brick paver sidewalks are not something that the City of Austin is prepared to maintain on behalf of a private property owner due to the high cost of materials and labor, and therefore is not an approved standard installation with corresponding City construction detail. Conversely, a concrete sidewalk is something that the City will maintain and therefore is not subject to licensure.

Another common example of a private improvement that is subject to licensure is private irrigation systems installed within the right of way. New street trees themselves are not subject to being licensed, however, the irrigation system required (by ordinance) to maintain the newly planted trees will be maintained by the property owner, not the City, and thus must be reviewed and licensed.

The effect of the recorded license agreement is that the property owner can install and operate his irrigation system within the right of way, but if the City needs to access the area of licensure for any reason, such as repairing a waterline, they [the City crews] will restore the affected area, except for the irrigation system, which the owner must repair at his cost as necessary under the terms of the license agreement.

Sometimes an engineering constraint will force a project into the need for a license agreement. Take for example a zero-lot line project in an urban setting where the particular lot does not have the benefit of a public storm sewer system in the adjacent street to which one could conveniently connect the roof drains and underground water quality ponds. Instead, an at-grade discharge would be required, but either the project owner does not want or the City will not allow water discharging across the sidewalk. The engineer and landscape architect may devise a trench drain system to convey water under the sidewalk surface towards the face of the curb; this is a very common occurrence downtown or in the West Campus area. This trench drain system is subject to licensure if it's within the public right of way, a public utility easement (PUE), or a sidewalk/access easement. And if damaged for any reason, including by City crews, the trench drain must be repaired at the cost of the private property owner who installed it for the benefit of their project.

Other items that are potentially subject to licensure include non-standard benches, lights, mailboxes, building awnings, retaining walls, wall footings, and private utility lines or stormwater drainage facilities.

### **1.3 Pros and Cons of License Agreements**

There are several benefits and drawbacks of license agreements. Sometimes a license agreement may be unavoidable due to zoning compliance, other times a property owner may voluntarily pursue a license agreement for his/her or the community's benefit. Under either scenario, it is critical to understand the pros and cons of such an agreement for the developer, engineer, attorney, landscape architect, or architect.

On the positive side, a developer can use the public right of way in order to obtain additional useable project area, if not site area, many times allowing more developable square footage and a more attractive and effective transition from street to buildings. For example, the right of way can be used to construct necessary site improvements, such as landscaping, walls or drainage infrastructure.

From a financial perspective, saleable or rentable site area does not need to be sacrificed because this agreement will aid in the ability to meet City ordinances or restrictive covenant requirements without encumbering private site area. Other times a developer will choose to install a streetscape in order to capitalize on available incentives, such as the UNO zoning overlay in the west campus area of the University of Texas or the cost reimbursement incentives in the Great Streets program.

From the practical perspective, a more attractive streetscape area through the creation of pedestrian scale improvements that connect to and invite the passing public to the private spaces interior to the site will increase desirability and consequently sales or leasing activity over a project which doesn't offer similar benefits.

While there are certainly many benefits, there is a long list of negative aspects that must also be considered. Perhaps the most cumbersome drawback is that the current review and approval time is approximately 5-9 months, and may be much longer in some situations because there is not currently a defined statutory review period and every City department and utility provider in the area must approve the proposed plans.

Financially, the cost also adds up quickly. In addition to the review fees, the design team (engineer, landscape architect, architect, and/or lawyer) will spend significant time negotiating the conditions and getting the license agreement approved by the City of

Austin. The time and effort required to complete the process could very easily be equal to or even greater than the time and effort required obtaining a site development permit.

Similarly, the ongoing fees are also worth noting. The approved license agreement must be renewed every year after the first year and a perpetual \$500,000 insurance policy is required, listing City of Austin as being an insured party for the duration of the period that the improvements are located within the City right of way.

Legally, the City of Austin attorney typically includes a clause in the agreement that states that the City may terminate the agreement at any time with 30-days notice. Once this is done, any improvements within the ROW or easement will need to be re-licensed if that option remains available, or removed.

## **2. Requirements for License Agreements**

A license agreement is required when any private improvement will be constructed in a public right-of-way or public easement.

To determine if a license agreement is required for an easement, one must first review the recorded easement language on file at the county courthouse. The easement language may specifically exclude certain improvements, or specifically include a list of allowable improvements that can be constructed in the easement.

License agreements may also be triggered by City ordinance design standards. Listed below is a general summary of the most common City ordinance design standards and other miscellaneous issues that trigger the need for a license agreement.

### **2.1 Subchapter E – Design Standards and Mixed Use**

Most projects within the City of Austin that do not fall into specific zoning overlay districts will be required to comply with the Subchapter E design standards. The Subchapter E design standards dictate several things, such as building and parking placement on the site, architectural design, and streetscape improvements. Design requirements for the project are based on roadway classification types that are adjacent to the property. Roadway classification types dictate the required streetscape that must be implemented as part of the design standard.

Subchapter E streetscape design standards generally require that street trees and sidewalks be placed within the right-of-way at specific dimensions and locations based on roadway type. Because the design standards require placement of a streetscape in the right-of-way, a license agreement is typically required to comply with the standards. In certain circumstances where available right-of-way is limited, the streetscape must be placed within the private property portion of the site. In this case, the streetscape would not be required to have a license agreement. The most common elements licensed within these standards are:

- Landscaping, including trees, shrubs, ground covers and lawns;
- Irrigation systems to serve landscapes;
- Drainage systems for the landscape and tree wells; and,
- Site furnishings, such as benches, trash receptacles and bike racks

## **2.2 Great Streets Program**

The Great Streets Program is a set of voluntary streetscape design standards and a monetary reimbursement program within the Central Business District of downtown Austin. The boundaries for this design standard are 11<sup>th</sup> Street to the north, IH-35 to the east, Cesar Chavez to the south and North Lamar Boulevard to the east. If a project within these boundaries does not elect to implement a Great Streets streetscape, the project will be required to follow the Subchapter E design standards.

The Great Streets design standards dictate right-of-way width (typically 18' from the property line to the curb) in which the streetscape shall be implemented. The streetscape must include the following elements:

- Street trees of certain species
- At-grade tree wells
- Continuous 18' wide sidewalks
- Site furnishings such as benches, trash receptacle and bike racks
- Street light illumination fixtures
- Traffic signal poles and appurtenances

Because all design elements for Great Streets are required to be in the right-of-way, the streetscape must be covered by a license agreement.

In order to provide an incentive to developers to implement a Great Streets streetscape, the City will reimburse the developer at a value of \$14 to \$18 per square foot of licensed

area if they elect to voluntarily construct the streetscape to these design standards. The cost per square foot reimbursement value is determined by the City and depends on whether the streetscape:

- Is located in an area of high pedestrian activity;
- Is located along a bus route;
- Extends/leverages underground utility improvements planned or implemented;
- Extends/leverages adjacent streetscape improvements planned or implemented;
- Is part of a planned corridor, district or master plan;
- Improves accessibility requirements;
- Allows adequate on-street parking;
- Provides a sidewalk café;
- Is within a historic district or within a landmarked property;
- Is located along a City of Austin bike route; and
- Incorporates place making or special features.

Alternatively, some developers choose to use a Great Streets streetscape as a negotiating tool, by voluntarily choosing to implement the streetscape, but paying all of the cost, in lieu of obtaining reimbursement from the City. This negotiating incentive has been used successfully in the past to obtain greater density for projects, reduced water quality requirements, increased driveway entrances and exits for a project.

### **2.3 University Neighborhood Overlay District (UNO)**

The University Neighborhood Overlay (UNO) District is located in central Austin and is generally defined by the area west of the University of Texas Campus between Martin Luther King Boulevard and 29<sup>th</sup> street. The goal of the UNO District is to allow greater development density in exchange for greater streetscape improvements.

The UNO District includes design standards similar to that of Subchapter E and Great Streets: 12' wide sidewalks, street trees, furnishings and decorative street light fixtures. In most cases, a streetscape section within the UNO District is divided between the private property and the right-of-way, where part of the required elements are within the private site and part are within the right-of-way. All required elements placed within the right-of-way are required to be licensed. Elements to be licensed are similar to those defined in the Subchapter E section, above.

## 2.4 Transit Oriented Developments (TODs)

A Transit Oriented Development (TOD) is a planning concept with a mission to create transit-supportive communities by optimizing the land use to support social, economic and environmental goals. Each of the identified TOD districts within the City of Austin has their own Station Area Plan (SAP) specific to each TOD district. Each SAP establishes permitted and conditional uses, prescribes site development regulations and stipulated requirements (design standards) for the street, streetscape and public areas. The SAPs include design standards similar to Subchapter E with respect to streetscape requirements such as street trees, sidewalks and furnishings to be placed in the right-of-way of the projects located in these districts.

Streetscapes located in a TOD will require a license agreement and will generally follow the same licensed elements as those defined in the subchapter E section listed above.

## 2.5 Sidewalk Cafes

Sidewalk cafes within the right-of-way require a license agreement. However the procedure to obtain a license agreement for a sidewalk cafe is usually less time consuming than a traditional license agreement. The reviewing departments have been condensed to three (down from over twenty, in the past) and the supporting exhibits are usually minimal, only showing the limited furnishings allowed by this specific type of agreement. The application process is the same as a traditional license agreement with the addition of expanded insurance requirements and a yearly limit to the license.

Typically a sidewalk cafe license agreement is used for a small outdoor seating area served by an adjacent restaurant space on existing pavement. The allowable elements under this specific agreement are:

- Free standing tables and chairs;
- Removable freestanding balustrade used to define the boundaries of the sidewalk cafe. (e.g. temporary decorative fences); and
- A canvas or cloth type canopy supported by single posts no greater than four (4") inches in width (e.g. umbrellas).

The insurance requirements for the sidewalk cafes differ depending on alcohol sales of the restaurant. In all cases the sidewalk cafe must have a \$500,000 general commercial liability policy. If alcohol sales make up greater than 51% of gross sales, then a \$1,000,000 liquor liability coverage policy is also required. Both policies must be

specifically written for the sidewalk cafe space and must list the City of Austin as an additional insured. The applicant must predict their sale type (alcohol or food) in their application. If future business decisions or actual sales lead to a change in program for the sidewalk cafe, the tenant can modify and re-record the agreement with the corresponding insurance requirements.

A sidewalk cafe license agreement is only active for one year and then must be renewed. However, applicants may request up to a 5-year license duration with appropriate fees and insurance documentation.

## **2.6 Miscellaneous Right-of-Way Encroachments**

In certain circumstances, site constraints may require that an element cannot be constructed in private property and therefore must be constructed in the right-of-way to serve the building or project. These improvements will also require a license agreement. This situation is common in downtown where site areas are constrained and existing buildings do not meet current codes. For example, a project site may require stairs or ramps be constructed in the right-of-way to access doors of an existing building for accessibility purposes. Conversely, other appurtenances such as electrical gear and light fixtures may need to be installed on an exterior wall that protrudes into an alley or sidewalk. If the improvement is constructed in a right-of-way, it will require a license agreement.

The process of licensing an element that encroaches the right-of-way follows the same application and review process as a traditional license agreement. The review duration depends on the location of encroachment and complexity of the improvements proposed in the right-of-way.

## **2.7 Easement Encroachments**

Sometimes, a project has an easement located within the private property limits of the site. In order to organize the building, parking lot and other improvements to maximize development opportunity, certain private improvements may need to be constructed within the easement. This is typically a fence, landscape, irrigation or other site beautification element constructed within the easement. Assuming the easement language does not preclude these elements from being placed in the easement, a license agreement will be required.

The process of licensing element(s) within an easement follows the same application and review process as a traditional license agreement. The review duration depends on the type of easement and complexity of the element to be placed within the easement.

### **3. Application and Review Process**

The license agreement application review process consists of two general stages – (1) the engineering plan review, and (2) a legal review. This section of the paper addresses the engineering plan review process while the following section discusses the legal review.

The City of Austin Right of Way Management Department is responsible for leading the license agreement review process as the property being licensed typically belongs to the City. However, there are several public and private utility providers that are also required to review and approve all license agreement applications. Interestingly and perhaps curiously, there is not a statutory review timeline under the City code for license agreement applications.

#### **3.1 The Application**

The application process for a license agreement is fairly straightforward as a simple one-page application is required. The requested information includes contact information for the responsible party and property owner.

Other application materials necessary include proof of ownership including approval from all lienholders and proof of a commercial general liability policy naming the City of Austin as an insured party. Approval from adjacent property owners may also be required in the case of a downtown sidewalk café. These items are addressed in greater detail in the *Legal Review* section of this paper.

Finally, detailed engineering construction documents – site plans and utility plans are also necessary and these drawings will also be recorded with the final license agreement document. In addition to the site development civil engineering drawings, the construction plans must also include landscape planting and irrigation plans, structural engineering plans for any walls or awnings, and adequate construction details.

### 3.2 Who Review's the Application

The review process for a proposed license agreement is conducted by the City of Austin, with input and approvals being required by every utility provider in the City, often more than twenty public and private utility and City entities. A partial list of potential review authorities would include the following:

- City of Austin Right of Way Management Department
- City of Austin Legal Department
- City of Austin Watershed Protection Department
- City of Austin Planning and Development Review Department
- City of Austin Department of Public Works
- City of Austin Traffic Signals
- City of Austin Bike Program
- Travis County
- Texas Department of Transportation (TXDOT)
- Lower Colorado River Authority (LCRA)
- Austin Energy
- Austin Energy Chilled Water
- Austin Water Utility
- Atmos Energy
- Time Warner Cable
- AT&T
- Enterprise Pipeline
- Capital Metropolitan Transportation Authority
- Bluebonnet Electric Cooperative
- Chevron Pipeline
- Texas Gas Service (ONEOK)
- Downtown Austin Alliance
- XO Communications
- Grande Cable
- Greater Austin Area Telecommunications Network (GAATN)
- Kinder Morgan
- Pedernales Electric Cooperative
- Level 3 Communications
- Telwest
- Quest
- Citgo Pipeline
- McLeod USA

Those City departments, State agencies, and utility providers listed above are required to review and approve all license agreement applications that will affect their existing or future improvements in the area of the project.

### **3.3 Review Process**

While the City of Austin Right of Way Management office leads the application review, there is not a statutory license agreement review process outlined in the City's land development code. Furthermore, there are many contradicting technical requirements within the City's land development code and technical manuals, or outright omissions, regarding private installations within ROW and easements, and their resulting need for a license agreement. For this reason, the review requirements are subject to change without notice and more commonly, project delays can result from the need to coordinate complex installations with the affected utility providers.

Following the initial submittal of the license agreement application, those City departments, State agencies, and utility providers listed previously will review the proposed right of way improvements and determine if they have any facilities or rights to facilities in the project area. Those that do have facilities in the area, will issue comments and provide direction to the applicant and design team as necessary.

It is worth reiterating that the reviewing entities do not have a required response timeline under City code. This shortcoming in accountability can lead to significant review delays during busy periods, however collectively all reviewers do attempt to issue comments in a timely manner, typically less than four weeks from submittal.

Simple license agreement applications can obtain approvals with a single comment response by the applicant, but often two or more updates are necessary to clear and address all comments. As a result, it is good practice to meet with all affected entities exclusive of the formal update submittal process in order to address their concerns in a cooperative and proactive manner. It is not uncommon for the duration of the license agreement application process to take as long as the site development permitting process, typically four to six months and two or more update submittals following the initial submittal.

The Austin Utility Location Coordination Committee (AULCC) has been involved in the development review process for several years. Spearheaded by the City of Austin Right of Way Management Department, the purpose of the AULCC is to ensure that new

projects both private and public within the City's right of way are as coordinated as possible prior to construction. Conceptually, the objective of the AULCC is to prevent construction delays due to utility conflicts and to ensure that the interests of the travelling public are also protected. All projects within the Central Business District must appear before the AULCC prior to obtaining both license agreement and/or site development permit approvals. Other projects are strongly encouraged to participate in the AULCC process.

The representatives of the member companies, agencies, and departments of the AULCC are available to help address and coordinate the conflicts that may arise in the right of way as a result of a proposed project. Such coordination typically includes correctly identifying the location, both horizontally and vertically of the existing facilities on the engineering plans, assisting the applicant with developing solutions to resolve any conflicts, preparing shop drawings and cost estimates for any necessary relocations of their improvements, and identifying potential upgrades to their own system in order to serve the new project, among many other potential coordination items.

The engineering plan review for the license agreement application process will be complete once all potential conflicts have been exposed and satisfactorily resolved by the applicant and affected utility provider or City department and all other review comments have been addressed. A fairly detailed legal review process follows the engineering plan review portion of the process, an outline of which is provided in the following section.

### **3.4 Changes on the Horizon**

Changes to the license agreement review process are anticipated to be forthcoming. On August 26, 2010, Austin City Council members passed a resolution designed at addressing the concerns related to contradicting technical requirements and the lack of statutory review timelines and ways to track the review process. The adopted resolution requests that the City Manager, Mr. Marc Ott, propose a series of amendments to the Land Development Code in order to set specific timelines for the review and approval process for license agreements, similar to those in effect for site development permit applications. However, to date, such a statutory process has not been codified.

## **4. Legal Review**

The legal review phase is the second and last step in the license agreement application and review process. A real estate attorney must review the legal documents generated by the City attorney, while consultants, civil engineers, land surveyors and landscape architects work together to complete the exhibits to the legal documents.

### **4.1 Attorney Review**

Legal counsel reviews all contracts and agreements prepared by the City of Austin on behalf of the owner, and will negotiate with the City on language used in the document. The City attorney assigned each license agreement is generally selected at random. This review process can take two to three months, depending on the following factors:

- How much the legal document must be changed;
- The extent the developer accepts the language in the draft agreement;
- The work load of the City attorney;
- The work load of the client's attorney; and
- The availability of the owner (or owner's agent) to sign the document.

### **4.2 Consultant Participation**

The land development consultants interface with the attorney to provide exhibits and information to complete the legal documents. The consultants will also assist in the general description of improvements which are to be listed in the license agreement document and constructed in the right-of-way.

### **4.3 License Agreement Fees**

The various fees applicable to license agreements are presented below.

#### **4.3.1 Application Fees**

- The Standard license agreement application is \$425 and is non-refundable.
- The application fee for Sidewalk Cafe License Agreements is \$100 and is non-refundable.

#### 4.3.2 Annual Fees for a Standard License Agreement

Fees vary based on three categories of improvements within the right-of-way.

Type 1 - Underground Improvement/Encroachment  
(irrigation system, private utility, wall footing, etc.)

Calculated by:  $X \times Y \times Z = \text{Annual Fee}$

$X = \text{TCAD defined unimproved land value divided by the total square footage of property} = \text{Unimproved land value per square foot}$

$Y = \text{Square footage of area to be licensed}$

$Z = \text{Category Multiplier (5\% for Underground)}$

Type 2 - Surface Improvement/Encroachment  
(Special pavement, railings, stairs, walls, etc.)

Calculated by:  $X \times Y \times Z = \text{Annual Fee}$

$X = \text{TCAD defined unimproved land value divided by the total square footage of property} = \text{Unimproved land value per square foot}$

$Y = \text{Square footage of area to be licensed}$

$Z = \text{Category Multiplier (10\% for Surface)}$

Type 3 - Aerial Improvements  
(Bridge over ROW, etc)

Calculated by:  $X \times Y \times Z = \text{Annual Fee}$

$X = \text{TCAD defined unimproved land value divided by the total square footage of property} = \text{Unimproved land value per square foot}$

$Y = \text{Square footage of area to be licensed}$

Z = Category Multiplier (7.5% for Aerial)

The annual fees are recalculated once every two years and change based on the unimproved land value determined by the Travis County Appraisal District.

- The maximum amount that annual fee can rise is 50% from the previous fee value.
- There is no limit to the amount the fee can be reduced based on the revised land valuation; however the minimum fee is \$200.
- Annual Fees are not required on balconies and awnings
- Annual Fees are not required for handicap ramps
- Annual Fees are not required for structures having a historical designation, historic zoning designation or located within a historic zoning district

#### **4.3.3 Annual Fees for a Sidewalk Cafe License Agreement**

- The annual fee for a sidewalk cafe is \$200

#### **4.4 License Agreement Exhibits**

While the License Agreement Contract document is being reviewed and modified, the civil engineer and landscape architect prepare the following supporting exhibits:

Exhibit A - A Metes and bounds survey setting forth the legal description of the area to be licensed is required. A Texas registered professional land surveyor must sign the survey.

Exhibit B - Signed and Sealed construction documents detailing the elements to be constructed within the licensed area. This exhibit is typically comprised of selected sheets from the Site Development Permit construction documents that have been approved during the review process. The documents will be reduced from the common format of 24x36 to 8.5x11.

#### **4.5 Recorded document**

The City of Austin and the property owner or tenant will sign the License Agreement contract once it is approved by all parties involved. The City of Austin then records the Agreement with the County Clerk.

### **5. Pitfalls and Areas of Caution**

The most common pitfall in the license agreement process is waiting to submit the license agreement application and review documents until late in the design process. In this situation, developers and/or consultants are usually uninformed about the license agreement review process and potentially lengthy review times.

The duration of the license agreement process cannot be accurately defined due to the unpredictable amount of reviewers and non-statutory review time. Consultants working on behalf of the client should make every effort to respond thoroughly and appropriately to each review comment and correspondence with the City. City staff members are extremely busy and some have long review and response times further adding to the delay of approval. Providing a thorough response to each communication is essential to accomplish as much as possible with each point of communication.

Another cautionary item is that of non-statutory rules or policies created by the City of Austin department directors and/or the Office of Right-of-Way Management. For example, it is current non-statutory policy that projects within the central business district must obtain a license agreement prior to approval of the site development permit. In certain cases, this rule has been modified for license agreement approval prior to the building permit being issued. These non-statutory rules can be negotiated with mixed success and political involvement.

Permanently installed advertising is another item to consider. Permanent advertising in the right-of-way, such as a ground-mounted plaque or above ground sign will not be permitted, while small temporary “Sandwich board” type signs are allowed.

It’s also important to consider potential future development plans the City of Austin may have in the right-of-way within an area that is proposed for licensure. Investigating these plans and proposed dates of implementation is recommended as to determine the risk and monetary expense a developer may have to spend to implement his project.

Finally, alternative water quality devices are subject to license agreements in some cases. One form of an alternative water quality device is a rain garden. A rain garden is a depressed

landscape area that is designed to capture storm water from streets and clean the water through plant material and soil profiles. Rain gardens are commonly installed in the right-of-way and would be required to obtain a license agreement. Because rain gardens are a relatively new concept within the City, review and approval could be a long process. This is due to the lack of design standards available for these facilities within the public works department.

## 6. Conclusion

A License Agreement is a legal document between a property owner and the City of Austin. The completed agreement states that City of Austin is giving a property owner a license to install improvements within public property that will be continuously maintained by the private party.

The license agreement application implemented by the City of Austin invites a (potentially) complex review process that includes input from various City departments, State agencies, and utility providers. Additionally, detailed engineering plans and a requisite legal review are also necessary prior to recordation of the agreement in the County records.

It is critical for the land development professional working in the City of Austin, be it engineer, attorney, architect, landscape architect, developer, surveyor, or other real estate consultant to be knowledgeable about the license agreement process in order to protect the best interests of those involved.

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