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TRANSPORTATION ENGINEERING / PLANNING
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STREETSCAPE PATIOS – WHITE PAPER

Date: January 11, 2011 Project #: 10663.7

To: Jim Olson, City of Ashland
Cc: Project Management Team

From: Marc Butorac, PE and Erin Ferguson
Project: City of Ashland Transportation System Plan Update
Subject: Streetscape Patios

DIRECTION TO THE PLANNING COMMISSION AND TRANSPORTATION COMMISSION

Five sets of white papers are being produced to present information on tools, opportunities, and potential strategies that could help Ashland become a nationwide leader as a green transportation community. Each white paper will present general information regarding a topic and then provide ideas on where and how that tool, strategy, and/or policy could be used within Ashland.

You will have the opportunity to review the content of each white paper and share your thoughts, concerns, questions, and ideas in a joint Planning Commission/Transportation Commission meeting. Based on discussions at the meeting, the material in the white paper will be: 1) Revised and incorporated into the alternatives analysis for the draft TSP; or 2) Eliminated from consideration and excluded from the alternatives analysis. The overall intent of the white paper series is to explore opportunities for Ashland and increase the opportunities to discuss the many possibilities for Ashland.

STREETSCAPE PATIOS WHITE PAPER INTRODUCTION

The purpose of this memorandum is to discuss an innovative approach in using street patios to temporarily and/or permanently narrow the existing cross-section of a street and enhance pedestrians' experience on the street.

STREETSCAPE PATIOS

A consistent vision for the City of Ashland expressed by City staff, Planning Commissioners, Transportation Commissioners, and community members is a desire to improve the experience of traveling as a pedestrian, bicyclist and/or transit rider in the City of Ashland. Part of improving that experience is enhancing the streetscape and creating a sense of place for pedestrians and human-scale activities (as opposed to infrastructure scaled for automobiles). One opportunity to

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enhance Ashland's streetscape is in the downtown core with temporary and/or permanent streetscape patios.

The downtown core already has a strong existing base of restaurants, businesses, and greenspace. Adding to it will help continue economic prosperity for downtown businesses while maintaining the small town charm and character that helps attracts visitors to Ashland. Streetscape patios are patios that extend the width of sidewalk to provide space for restaurants to provide outdoor seating and boutiques or other businesses to set-up small displays similar to what might be seen at an open air marketplace. Downtown business owners in the City of Louisville, Colorado initiated a five month trial of streetscape patios to enhance downtown restaurants. The City of Louisville agreed to the temporary project allowing restaurants and business owners to apply for temporary patios that would be placed in front of their restaurant or business in the parking spaces adjacent to the sidewalk. The restaurants chose to exchange on-street parking for store front patios. Exhibits 1 and 2 are photos of street patios from Louisville, CO. Attached is an example of the applications businesses were required to complete.

Exhibit 1 Streetscape Patios in Louisville, CO

Exhibit 2 Streetscape Patios in Louisville, CO

The temporary project ran from June 1st to November 1st and was widely popular among community members as well as downtown business and restaurant owners. The patios created more pedestrian activity on the downtown streets creating a stronger sense of place and leading to a community driven Pedestrian Action Plan to build on the success of the patios. The temporary patios were constructed from lumber donated by Lowe's hardware store; they are 8 feet in depth (the same dimension as an on-street parallel parking space). The City estimates they will be able to use the temporary patios for two more seasons. During that time the downtown restaurants and business owners are organizing themselves to create a Business Improvement District for funding the permanent streetscape patios as well as other improvements they identify through their Pedestrian Action Plan.

Information regarding the streetscape patio project was obtained from Troy Russ, Director of Planning and Building Safety, at the City of Louisville, Colorado.

BENEFITS OF A TEMPORARY PROGRAM

The City of Louisville, CO has found the temporary approach to the streetscape patios beneficial for several reasons.

Low Cost – Implementing the temporary street patios is a low cost investment. In the Louisville, CO, the lumber was donated by Lowes and local high school students volunteered to help construct the patios. City staff did invest time to process the applications businesses filled out to apply for patios; however, the process was kept as streamlined and efficient as possible.

Low Maintenance – Temporary patios can be removed during winter months helping to eliminate maintenance issues. The current temporary patios being used in Louisville, CO are sufficient for three seasons (June 1st to November 1st). The City plans to permanently extend the sidewalk after the third season.

Ease of Adjustments – Using a temporary approach provides time to test the concept and make adjustments relatively easily. In Louisville, CO, the patios were initially built too small for their use and popularity. The City and community was able to make the patios larger (8 feet in depth) relatively easily and quickly.

Provides Time to Generate Discussion and Address Concerns – Temporary installation creates the opportunity for business owners and community members to provide feedback and discuss the attributes they like and dislike with regards to the patios. One initial concern expressed about the street patios was the loss of on-street parking in the downtown area and the potential negative impact on local businesses. However, during the street patio time period, businesses and restaurants had higher revenues than summer seasons without the patios.

Easy to Return to Business as Usual – If the temporary installation is not well received and/or there are community concerns that cannot be adequately addressed, then the concept can be set aside once the temporary program ends.

Builds Momentum and Excitement of Permanent Installation – Temporary installation provides time for momentum and excitement about the concept to build and organize. In Louisville, the patios were so well received, the discussion generated consensus for permanently installing them and created a community based movement to develop a Pedestrian Action Plan.

Provides Time to Consider Funding Options for Permanent Patios – Assuming the concept is well received during its temporary installation, having the temporary program can provide time to explore funding options to construct the street patios permanently. In Louisville, downtown businesses are organizing themselves into a Business Improvement District

Using a temporary program in Ashland would provide similar benefits allowing community members and the City to "try out" the concept for a relatively low cost and tailor it to Ashland. There is no large investment in or long-term commitment to the concept until the community has had the opportunity to see it, touch it, use it, and see its impacts.

OPPORTUNITIES FOR TEMPORARY STREETSCAPE PATIOS IN ASHLAND

The following locations were identified as potential candidates in the City of Ashland for streetscape patios. The sites below are organized into near term opportunities and longer term opportunities.

Near to Moderate Term Sites

The near term sites currently have urban, pedestrian friendly character with businesses and restaurants fronting the street, which make them better suited for street patios.

- East Main Street (OR 99 SB) from Helman Street to Gresham Street
- Lithia Way (OR 99 NB) from East Main Street to Helman Street
- A Street (in the vicinity of Lela's and Palace Café)
- Downtown Plaza Area (including portions of Winburn Way)

Longer Term Sites

The longer term sites include areas currently being planned as future pedestrian places. It is anticipated as those pedestrian places further develop opportunities for streetscape patios will emerge on adjacent streets as the urban, pedestrian character takes hold in those areas.

- East Main Street/S Mountain Avenue Area
- Walker Avenue/Ashland Street (OR 66) Area
- Tolman Creek Road/Ashland Street (OR 66) Area

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REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") is made and entered into this 13th day of April, 2010, by and between the City of Louisville, Colorado, a home rule municipal corporation (hereinafter "City") and The Alley Cat Bar & Grill, LLC *[legal name of license]*, a Co LLC *[type of entity; e.g., "a Colorado limited liability company"]* (hereinafter "Licensee").

WHEREAS, Licensee desires to obtain a revocable and non-exclusive license from the City to use and occupy a portion of the Main Street right-of-way for temporary patio improvements for food and beverage service; and

WHEREAS, the City is willing to grant Licensee a revocable license for such purpose, upon the terms and conditions of this Agreement.

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

1. Licensed Premises. The City hereby grants to Licensee a revocable and non-exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the "Premises"): that portion of the Main Street right-of-way and sidewalk lying within the Main Street right-of-way that is located adjacent to 817 Main Street *[insert Licensee's adjacent business address]*, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein by reference.

2. Term; Payment. The license herein granted shall be effective upon the date of City execution hereof and shall continue until October 1, 2010 unless this Agreement is sooner terminated as provided herein. Licensee shall pay for the license granted herein a non-refundable license fee of $ 0, which fee shall be paid by Licensee within 15 days of receipt of a City invoice for same.

3. 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 patio for food and beverage service, such patio to consist of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit "B," attached hereto and incorporated herein by reference. Except as specifically allowed by this Agreement, Licensee shall not place, build, expand, or add to any structures or other items on the Premises. In its use and occupancy of the Premises, Licensee shall strictly comply with the following standards and requirements:

(a) Patio service shall commence no earlier than 11 a.m. and end no later than 12 a.m.

(b) Alcohol service on the patio shall be limited to retail sales of alcohol beverages by the drink. No alcohol tastings or private parties with alcohol service shall be permitted on the patio. Alcohol service requires and is subject to appropriate State

of Colorado and Local Licensing Authority permits and/or licenses. Licensee acknowledges that any such permit or license requiring approval by the City is subject to the jurisdiction of the Louisville Local Licensing Authority, and no assurance of any such approval has been made or relied upon.

(c) No chairs, tables or any other Licensee improvements, equipment or facilities shall be placed within the sidewalk corridor depicted on Exhibit "A," which corridor shall be remain open at all times for pedestrian passage.

(d) No amplified sound shall be permitted on the patio area.

(e) Licensee shall not place or permit any signs or banners on the Premises.

(f) No utility connections shall be installed on the Premises.

(g) Licensee shall not place or permit any hazardous materials in or about the Premises.

(h) Licensee shall at its sole expense promptly remove from the Premises and any adjacent areas all trash generated by its operation of the patio facilities.

4. Patio Improvements. A. Licensee shall have the right to install on the Premises patio improvements consist of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit "B." Licensee shall be responsible at its sole expense for the construction, installation, operation, maintenance, repair and removal of the improvements to be undertaken by it. All improvements installed Licensee shall be completed in accordance with plans and specifications approved in advance by the City. Any changes shall require additional advance approval by the City. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the City. Except for the improvements specifically authorized by the City, Licensee shall not place, build, expand, or add to any structures or other items on the Premises.

5. General Use and Care of Premises. Licensee agrees to take such actions as are necessary to maintain the patio improvements and Premises in good and safe condition at all times. Licensee further agrees to comply at all times with the ordinances, resolutions, rules, and regulations of the City in Licensee's use and occupancy of the Premises.

6. No Estate in Premises. Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee's occupancy or use of the Premises

7. Compliance. If Licensee fails to comply with its obligations under this Agreement, the City may at its sole option terminate this Agreement as provided herein or take such 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.

8. Acknowledgment of General Condition. Licensee acknowledges that its use and occupancy hereunder is of the Premises in its present, as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee

acknowledges the City shall have no obligation to repair, replace or improve any portion of the Premises in order to make such Premises suitable for Licensee's intended uses.

9. Acknowledgment and Acceptance of Specific Matters. Licensee specifically acknowledges that the Premises may not currently meet standards under federal, state or local law for Licensee's intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code and adopted and in force in the City of Louisville. Compliance with such standards, if required for Licensee's use, shall be at the sole cost and expense of Licensee. If Licensee determines that compliance with such standards for Licensee's use is not feasible or economical, then Licensee may terminate this Agreement and the parties shall be released from any further obligations hereunder.

10. Taxes. The Premises are presently exempt from any real property taxation. In the event the County Assessor determines that the Premises is subject to the lien of general property taxes due to Licensee's use or occupancy, Licensee shall be responsible for the payment of taxes.

11. Liens. Licensee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Licensee. The City may at Licensee's expense discharge any liens or claims arising from the same.

12. Licensee and City's Property. The City shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

13. Right of Entry. Notwithstanding any other provisions 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.

14. Indemnity and Release. Licensee shall be solely responsible for any damages suffered by the City or others as a result of Licensee's use and occupancy of the Premises. Licensee agrees to indemnify and hold harmless the City, its elected and appointed officers, agents, employees and insurers harmless from and against all liability, claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of, resulting from, or in any way connected with (a) Licensee's use and occupancy of the Premises; (b) the conduct of Licensee's operations or activities on the Premises; (c) any liens or other claims made, asserted or recorded against the Premises as a result of Licensee's use or occupancy thereof; or (d) the rights and obligations of Licensee under this Agreement. Licensee hereby further expressly releases and discharges the City, its elected and appointed officers, agents, employees and insurers, from any and all liabilities for any loss, injury, death or damages or any person or

property that may be sustained by reason of the use or occupancy of the Premises under this Agreement, excepting only those arising solely from willful and wanton conduct of the City's officer's or employees.

15. Insurance. Licensee shall at its expense obtain, carry and maintain at all times, and shall require each contractor or subcontractor of Licensee performing work on the Premises to obtain, carry and maintain, a policy of comprehensive general liability insurance insuring the City and Licensee against any liability arising out of or in connection with Licensee's use, occupancy or maintenance of the Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage per occurrence. Licensee shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. Such policies shall include coverage for liquor liability and such other endorsements and coverages as the City may reasonably require. The City, its elected and appointed officers, agents and employees shall be named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the City shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Licensee's insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the City prior to commencement of Licensee's occupancy of the Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the City may immediately terminate this Agreement.

16. No Waiver of Immunity or Impairment of Other Obligations. The City is relying on and does not waive or intend to waive by any provision of this Agreement the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the City, and its officers and employees.

17. Termination for Breach. At the City's option, it shall be deemed a breach of this Agreement if Licensee defaults in the performance of any term or condition of this Agreement. In the event the City elects to declare a breach of this Agreement, the City shall have the right to give Licensee 15 days written notice requiring compliance with the terms and conditions of this Agreement, or delivery and cessation of further use of the Premises. In the event any default remains uncorrected after 15 days written notice, the City, at City's option, may declare the license granted herein terminated and revoke permission for any further Licensee use of the Premises without prejudice to any other remedies to which the City may be entitled.

Additionally, the City in the event of default may, but shall not be obligated to, correct or remedy Licensee's default at Licensee's expense.

18. Termination for Convenience. The City shall also have the right at its option to terminate this Agreement for its convenience and without any cause of any nature by giving written notice at least 45 days in advance of the termination date.

19. Restoration of Premises. At the termination of this Agreement by lapse of time or otherwise, Licensee shall deliver up the Premises in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. At the time of such termination, Licensee at its sole expense shall remove from the Premises all patio improvements and other items placed on the Premises. If any such improvements or items are not removed at the termination of this Agreement, the City may remove them at Licensee's sole expense, and Licensee shall reimburse the City for all costs incurred, including but not limited to staff time and administrative overhead, within 15 days of receipt of a City invoice for same.

20. Notices. Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

City:	LICENSEE:
City of Louisville Attn: City Manager 749 Main Street Louisville, CO 80027	The Alley Cat Bar + Grill, LLC 817 Main St Louisville, CO 80027

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

21. Existing Rights. Licensee understands that the license granted hereunder is granted subject to prior franchise agreements and subject to all easements and other interests of record applicable to the Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such franchise agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such franchises or easements or other interests.

22. No Waiver. Waiver by the City of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

23. Agreement Personal. This Agreement is personal to the parties hereto. Licensee shall not transfer or assign any rights hereunder without the prior written approval of the City, which approval shall be at the City's sole option and discretion.

24. Entire Agreement; Authority. This Agreement is the entire agreement between the City and Licensee and may be amended only by written instrument subsequently executed by the City and Licensee. The undersigned signatory of Licensee represents that he or she has been duly authorized to execute this Agreement on behalf of Licensee and has full power and authority to bind Licensee to the terms and conditions hereof.

25. Survival. All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

26. No Third Party Beneficiaries. The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

CITY OF LOUISVILLE SEAL COLORADO

ATTEST:

Nancy Varra

Nancy Varra, City Clerk

CITY OF LOUISVILLE

By: Malcolm Fleming

~~Charles L. Sisk, Mayor~~

Malcolm Fleming, City Manager

LICENSEE:

By: Jacques Blanchard

Title: Owner

ACKNOWLEDGEMENT

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The above and foregoing signature of Jacques Blanchard, as owner of The Alley Cat, was subscribed and sworn to before me this 13th day of April, 2010.

Witness my hand and official seal.

My commission expires on: May 7, 2013

(SEAL) Notary Public

List of Exhibits:
Exhibit A: Description and Depiction of Licensed Premises
Exhibit B: Detailed description of Patio Improvements

May 7, 2013

Exhibit A

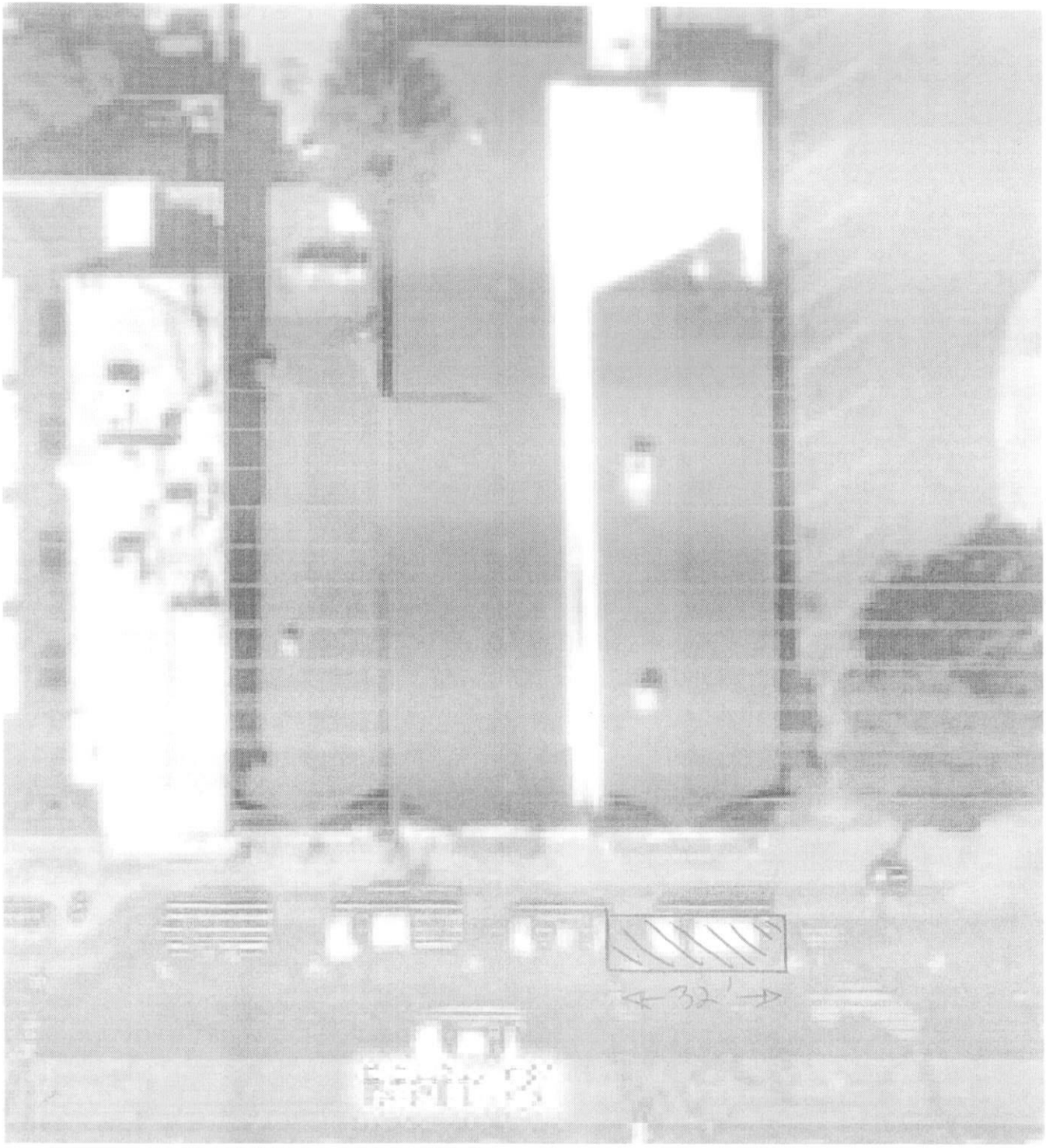
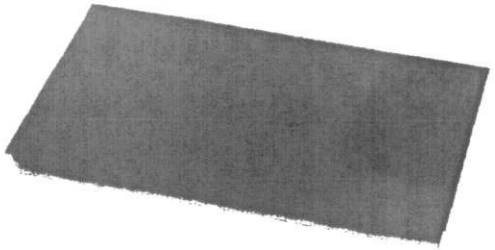
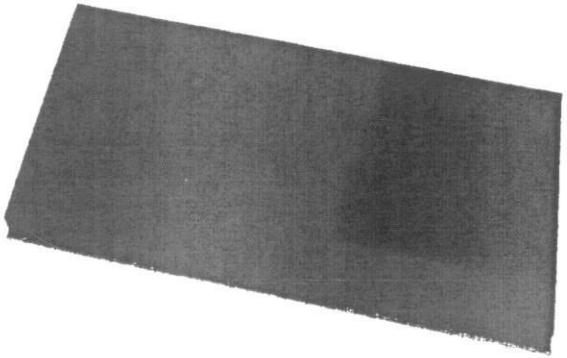
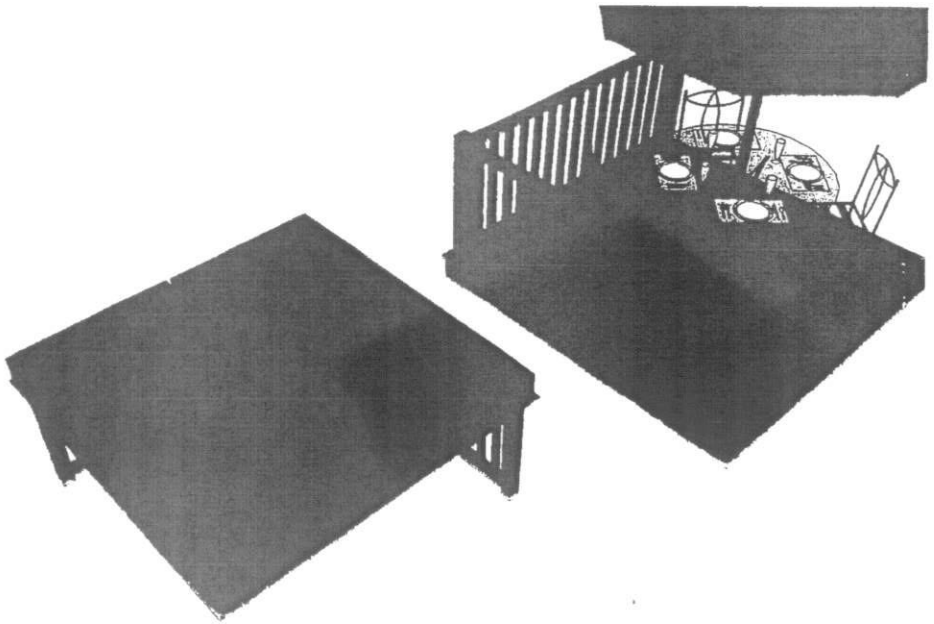


EXHIBIT B.







Lousville DBA - Main Street Summer Deck Rail Proposal

Deck Items	Quantity	Pricing	Total Cost ($)
	Pieces	Per Unit	Total Per Unit
Vertical Lumber			
Milled 2" x 6" x 8' Pressure Treated Lumber	4	$5.97	$23.88
Deck Lumber			
Milled 5/4" x 6" x 8' Pressure Treated Decking Board	8	$7.97	$63.76
Inside Corner Support Bracket			
3" x 3" x 5" x 3/32" Custom Made, 12 Gauge, Galvanized, L Bracket	12	$5.49	$65.88
Inside Corner Support Bracket Hardware			
1/2"-13 x 2-1/4" Hex Head Tap, Full Thread, Hot Dipped Galvanized Bolt	48	$0.3667	$17.60
1/2"-13 Hot Dipped Galvanized Hex Nut	48	$0.1133	$5.44
1/2" Hot Dipped Galvanized Washer	96	$0.1546	$14.84
Deck Hardware			
Superdrive #8 x 2-1/2" Coloured Deck Screw, 316 SS, Hi-Lo, Low Drive	96	$0.2330	$22.37
Subtotal Per Deck			$213.77
Unexpected Costs (Waste)			
Add 5%			$10.69
Total Per Deck			$224.46
Units Expected For (4) Standard Patio Tables	8	$224.46	$1,795.66

Rail Items	Quantity	Pricing	Total Cost ($)
	Pieces	Per Unit	Total Per Unit
Vertical Lumber			
Milled 4" x 4" x 8' Pressure Treated Lumber (Post)	1	$8.97	$8.97
Milled 2" x 2" x 8' Pressure Treated Lumber (Balluster)	5	$3.19	$15.95
Horizontal Lumber			
Milled 2" x 4" x 8' Pressure Treated Decking Board	2	$3.97	$7.94
Rail Hardware			
1/2"-4" Hex Head, Full Thread, Hot Dipped Galvanized Lag Bolt	8	$1.1552	$9.24
1/2" Hot Dipped Galvanized Washer	8	$0.1546	$1.24
Superdrive #8 x 2-1/2" Coloured Deck Screw, 316 SS, Hi-Lo, Low Drive	30	$0.2330	$6.99
Subtotal Per Rail			$50.33
Additional Costs - Inside Corner Support Bracket/Hardware			
3" x 3" x 5" x 3/32" Custom Made, 12 Gauge, Galvanized, L Bracket	10	$5.49	$54.90
1/2"-13 x 7" Hex Head Tap, Full Thread, Hot Dipped Galvanized Bolt	4	$3.13	$12.51
1/2"-4" Hex Head, Full Thread, Hot Dipped Galvanized Lag Bolt	20	$0.77	$15.39
1/2"-13 Hot Dipped Galvanized Hex Nut	4	$0.1133	$0.45
1/2" Hot Dipped Galvanized Washer	28	$0.1546	$4.33
Unexpected Costs (Waste)			
Add 5%			$6.90
Total Per Rail			$57.22
Units Expected For (4) Standard Patio Tables	8	$57.22	$430.93
Total (8) Decks and (6) Hand Rails			$2,226.60

CADCO INC
916 Main Street
Louisville, CO 80027
303.666.8282
www.cadcoinc.com

LOUSVILLE DBA

MAIN STREET, SUMMER STREET DECK PROPOSAL

ISSUE RECORD

PURPOSE	DATE

DESIGNED BY: AJH	DRAWN BY: AJH
DATE:	APPROVED BY: AJH
PROJECT NO.	FILE NAME:

SHEET TITLE:

SHEET NUMBER:

D-1

OF