



# CITY OF CONCORD

*New Hampshire's Main Street™*

## REPORT TO THE MAYOR AND CITY COUNCIL

**FROM:** Carlos P. Baía, Deputy City Manager-Development

**DATE:** July 1, 2020

**SUBJECT:** License Agreement to Allow Concord Craft Brewing to Install a Patio on City Property adjacent to the Phenix Livery Building at 115-119 Storrs Street

### **Recommendation**

Accept this report recommending approval of the attached license agreement.

### **Background**

The City was approached by Mark Ciborowski, owner of the Phenix Livery building which houses Concord Craft Brewing at 117 Storrs Street, with a request to use City property to allow his tenant to install and operate an exterior patio and to provide ADA access. Most of the land area currently between the Livery building and the Storrs Street sidewalk is owned by the City of Concord in fee.

### **Discussion**

The City Council approved a similar license request by the nearby Cheers restaurant for their outdoor patio several years ago. That patio has been very successful in bringing vibrancy to the Storrs Street area.

Attached you will find a draft license agreement and a floor plan and elevation of the proposed patio for Concord Craft Brewing. Based on the material notes provided by the architect, the patio will consist of a precast block retaining wall with a cap and will have an aluminum fence similar to what can be found on the Cheers patio today. The plan also indicates the construction of a sloped walkway to provide ADA access.

Mr. Ciborowski has submitted these plans for review by the City's Architectural Design Review Committee.

In line with other prior licenses, this agreement does not require a payment on the part of the Licensee (Mr. Ciborowski) but, does include the following key stipulations:

1. All costs associated with the patio's construction and maintenance will be borne by the Licensee.

2. A City water main traverses the City land. This water main must remain untouched and if the City is required to impact the patio for any type of work related to the water main, the City is under no obligation to re-build the patio or compensate the Licensee for any damage.
3. Additionally, if the City incurs any additional cost to address the water main due to the patio, that cost will be borne by the Licensee.
4. The City can terminate this license at any time.

Mr. Ciborowski has reviewed the proposed license agreement and is supportive of it as drafted.

Cc: Jim Kennedy, City Solicitor

w/att:

1. Proposed license agreement
2. Patio floor plan
3. Patio elevation